



**CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
Thursday, September 5, 2019 AT 7:00 PM
CITY HALL - CITY COUNCIL CHAMBERS
500 WEST LIVE OAK**

CITY COUNCIL

Doug Gaul, Mayor
Tom Hines, Place 2, Mayor Pro-tem
Scott Rose, Place 1
Mike Snyder, Place 3
Peter Gordon, Place 4
Patti Martinez, Place 5
Tanner Rose, Place 6

AGENDA

1. **CALL SESSION TO ORDER**

2. **ROLL CALL**

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **CITY COUNCIL COMMENTS**

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

6. **PROCLAMATIONS**

6.A. The National Association of Town Watch (NATW) sponsors a national community-building campaign on Tuesday, October 1, 2019, entitled "National Night Out". The National Night Out campaign provides an opportunity for neighbors in Hutto to join over 38 million neighbors across 16 thousand communities from all 50 states, U.S. territories and military bases worldwide promoting strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work.

7. **PUBLIC COMMENT**

Any citizen wishing to speak during public comment may do so after completing the required registration form.

In accordance with the Texas Attorney General's Opinion, any public comment that is made on an item that is not on the published final agenda will only be heard by the City Council.

No formal action, discussion, deliberation, or comment will be made by the City Council. Comments must be courteous and respectful. Accordingly, concerns, complaints, and assertions of character regarding specific individuals, including any citizens, staff member, City Board or Commission member or City Council member shall not be raised in a public forum; but should be addressed separately and privately with the City Manager or individual member of the City Council. Any person who violates these rules will have their speaking time ended immediately. Any person, including persons in the audience, who acts in an inappropriate or disruptive manner may be asked to leave the City Council Chambers. Each person providing public comment will be limited to 3 minutes.

8. **CITY MANAGER COMMENTS**

8.A. Budget and Tax Rate Review and Discussion. (Michel Sorrell)

9. **CONSENT AGENDA ITEMS**

- 9.A. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and George Atwood, Jr. and the Estate of Georgia Lee Atwood, for 10.0 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)
- 9.B. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wesley Brace and Coneen Brace, Trustees of the WBG Family Trust, for 4.985 acres, more or less, of land, located on CR 139. (Ashley Lumpkin)
- 9.C. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Philip J. Chalmers and Suzanne Chalmers, for 10.85 acres, more or less, of land, located at 150 Mustang Drive. (Ashley Lumpkin)
- 9.D. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Elizabeth Key Smith and Susanna Key Weiser, for 4.0 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)
- 9.E. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Michael R. Krueger and Morris Wayne Krueger, for 150.69 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)
- 9.F. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Michael R. Krueger and Morris Wayne Krueger, for 80.0 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)
- 9.G. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Michael R. Krueger and Morris Wayne Krueger, for 36.13 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)
- 9.H. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Michael R. Krueger, for 98.42 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)
- 9.I. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Allan Hausmann

and Portia Hausmann, for 15.94 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)

- 9.J. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and LPL Investments, LP, for 141.5 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)
- 9.K. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and TRJ Nelson Partnership, for 61.33 acres, more or less, of land, located on CR 136. (Ashley Lumpkin)
- 9.L. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and TRJ Nelson Partnership, for 5.59 acres, more or less, of land, located on CR 136. (Ashley Lumpkin)
- 9.M. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Jo Blaine Anderson Macias and James Wesley Anderson, for 23.52 acres, more or less, of land, located on CR 119. (Ashley Lumpkin)
- 9.N. Consideration and possible action on a resolution approving the proposed Hutto Highlands Section 2 Phase 3 Final Plat, 42.698 acres, more or less, of land, 114 residential lots, located on CR 133. (Ashley Lumpkin)
- 9.O. Consideration and possible action on a resolution approving the proposed Hutto Square Section 6 Final Plat, 16.015 acres, more or less, of land, 64 residential lots, located on Westfield Drive. (Ashley Lumpkin)
- 9.P. Consideration and possible action to approve the August 22, 2019 Regular City Council Meeting and August 29, 2019 Special City Council Meeting minutes. (Lacie Hale, City Secretary)

10. **ORDINANCES**

- 10.A. Consideration and possible action on the first reading of an ordinance making appropriations for the support of the City of Hutto Fiscal Year October 1, 2019 through September 30, 2020, and adopting the annual budget of the City of Hutto for Fiscal Year 2019-2020
- 10.B. Consideration and possible action on the first reading of an ordinance levying Ad Valorem taxes for the use and support of the municipal government for the City of Hutto for the Tax Year 2019.
- 10.C. Consideration and possible action on the first reading of an ordinance ratifying an Ad Valorem tax increase for the 2019-2020 Fiscal Year for the use and support of the municipal government for the City of Hutto for the Tax Year 2019. (Michel Sorrell)
- 10.D. Consideration and possible action on first reading of an ordinance concerning the adoption of the Hutto Economic Development Corporation - Type A Fiscal Year 2019-2020 Budget.
- 10.E. Consideration and possible action on the first reading of an ordinance concerning the adoption of the Hutto Economic Development Corporation - Type B Fiscal Year 2019-2020 Budget. (Michel Sorrell)
- 10.F. Consideration and possible action on the first reading of an ordinance amending the Fiscal Year 2018-19 Budget to reflect organizational changes, revision and addition of

Capital Improvement Projects, purchase of equipment, and the inclusion of Public Improvement District Funds, and other miscellaneous adjustments. (Michel Sorrell)

- 10.G. Consideration and possible action on the first reading of an ordinance approving a negotiated settlement between the Atmos Cities steering Committee (ACSC) and Atmos Energy Corporation, Mid-Tex Division regarding the company's rate review mechanism.
- 10.H. An Ordinance of the City Council of the City of Hutto, Texas accepting and approving a Service and Assessment Plan and assessment roll for Mustang Creek Public Improvement District; making a finding of special benefit to the property in the district; levying special assessments against property within the district and establishing a lien on such property; providing for the method of assessment and the payment of the special assessments in accordance with Chapter 372, Texas Local Government Code, as amended, providing penalties and interest on delinquent assessments, providing for severability, and providing an effective date.
- 10.I. Consideration and possible action on the first reading of the Chandler Corner Subdivision, 26.303 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located at the southwest corner of Chandler Road and FM 1660 North. (Ashley Lumpkin)
- 10.J. Consideration and possible action on the first reading of an ordinance regarding the annexation of the Fritz Tract, 5.9753 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located on CR 132. (Ashley Lumpkin)
- 10.K. Consideration and possible action on the first reading of an ordinance regarding the annexation of the M. Moore Family Farms Tracts, 528.774 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located on CR 132 and also on Limmer Loop. (Ashley Lumpkin)
- 10.L. Consideration and possible action on the first reading of an ordinance regarding the annexation of the No-Count LLC Tracts, 157.0848 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located on CR 119 and also on CR 108. (Ashley Lumpkin)
- 10.M. Consideration and possible action on the first reading of an ordinance regarding the annexation of the TK Industrial Park, 35.51 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located on CR 108. (Ashley Lumpkin)
- 10.N. Consideration of a public hearing and possible action on the first reading of an ordinance regarding the proposed annexation of Covered Bridge, 49.95 acres, more or less, of land, and to establish base zoning as SF-1 (Single Family Residential), located on CR 138. (Ashley Lumpkin)
- 10.O. Consideration of a public hearing and possible action on the first reading of an ordinance regarding the proposed annexation of Durango Farms, 105.2 acres, more or less, of land, and to establish base zoning as SF-1 (Single Family Residential), located on FM 1660 North. (Ashley Lumpkin)
- 10.P. Consideration of a public hearing and possible action on the first reading of an ordinance regarding the proposed annexation of the Hutto EDC Megasite, 451.355 acres, more or less, of land, and to establish base zoning as LI (Light Industrial), located on US 79 East and FM 3349. (Ashley Lumpkin)

11. **RESOLUTIONS**

- 11.A. A Resolution of the City of Hutto, Texas regarding River Creek Development Corporation Interlocal Agreement; Construction Contract; Loan Agreement; a Loan Placement Agreement; a Fiscal Agent Agreement; a Continuing Disclosure Agreement and a Representation Agreement and containing other matters related thereto.
- 11.B. Consideration and possible action on a resolution to adopt the Council Comment and Public Comment language on the agenda.
- 11.C. Resolution approving the city manager to execute a purchase agreement with Advanced Water Well Technologies for the purchase of pumps for the Shiloh water pumping station expansion from 2.16 to 3.27 million gallons per day.
- 11.D. Resolution approving the city manager to execute a professional services agreement with DCS Engineers for engineering services for the Shiloh water pumping station expansion from 2.16 to 3.27 million gallons per day.

12. **OTHER BUSINESS**

- 12.A. Consideration of and possible appointments to City Boards and Commissions.(Lacie Hale)
- 12.B. Consideration and possible action regarding the City Council Protocols and City Charter provisions.

13. **EXECUTIVE SESSION**

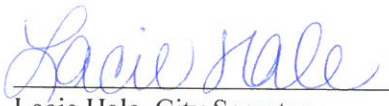
The City Council for the City of Hutto reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by the Texas Government Code Sections 551.071 [Litigation/Consultation with Attorney], 551.072 [Deliberations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

- 13.A. Executive Session, as authorized by Texas Government Code, Section 551.087, Deliberations regarding Economic Development Negotiations, and Texas Government Code, Section 551.071, Consultation with Attorney, to discuss Project Expansion update.

14. **ADJOURNMENT**

CERTIFICATION

I certify that this notice of the September 5, 2019 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on August 30, 2019 at 5:00 pm


Lacie Hale, City Secretary

The City of Hutto is committed to comply with the American with Disabilities Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special communications or accommodations must be made 48 hours prior to the meeting. Please contact the City Secretary at (512) 759-4033 or lacie.hale@huttotx.gov for assistance.

Regular City Council
AGENDA ITEM
6.A.



To: City Council
Subject: Proclamation - National Night Out

Regular City Council - 5 September 2019

Meeting:

Department: Police

Staff Contact: Paul Hall, Police Chief



OFFICIAL PROCLAMATION

WHEREAS, the National Association of Town Watch (NATW) sponsors a national community-building campaign on Tuesday, October 1, 2019, entitled "National Night Out"; and

WHEREAS, the National Night Out campaign provides an opportunity for neighbors in Hutto to join over 38 million neighbors across 16 thousand communities from all 50 states, U.S. territories and military bases worldwide; and

WHEREAS, National Night Out is an annual community-building campaign that promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work; and

WHEREAS, neighbors in Hutto assist the local law enforcement agency through joint community-building efforts and support National Night Out 2019; and

WHEREAS, it is essential that all neighbors of Hutto come together with police and work together to build a safer, more caring community; and

NOW THEREFORE, I, DOUG GAUL, Mayor of the City of Hutto do hereby call upon all neighbors of Hutto to join the Hutto Police Department and National Association of Town Watch in support for National Night Out on Tuesday, October 1, 2019;

FURTHER, LET IT BE RESOLVED THAT, I, MAYOR DOUG GAUL, do hereby proclaim Tuesday, October 1st, 2019 as "National Night Out" in Hutto.

PROCLAIMED this _____ day of _____, 2019

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

Regular City Council
AGENDA ITEM
8.A.



To: City Council
Subject: Budget and Tax Rate Review and Discussion. (Michel Sorrell)

Meeting: Regular City Council - 5 September 2019
Department: Finance
Staff Contact: Michel Sorrell,

Regular City Council
AGENDA ITEM
9.A



To: City Council
Subject: Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and George Atwood, Jr. and the Estate of Georgia Lee Atwood, for 10.0 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

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

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

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

ATTACHMENTS:

[\(Res\)DA-Atwood-10ac\(Res\)](#)

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND GEORGE ATWOOD, JR. AND THE ESTATE OF GEORGIA LEE ATWOOD, FOR 10.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

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

CONSIDERED and RESOLVED on this the **5th** day of the month **September, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the “City”) and the undersigned property owner(s) **George Atwood, Jr., and the Estate of Georgia Lee Atwood** (the “Owner”). The term “Owner” includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **10.0 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

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

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

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

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

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

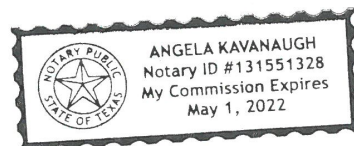
Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4, and 5 herein.

Entered into this 23 day of April, 2019.

George Atwood, Jr.
George Atwood, Jr. and the Estate of Georgia Lee Atwood, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 23 day of April, 2019, by George Atwood, Jr. and the Estate of Georgia Lee Atwood, Owner.

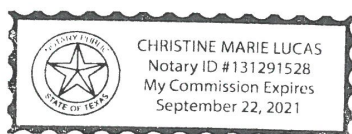
Angela Kavanaugh
Notary Public, State of Texas

Odis Jones
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 3rd day of May, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



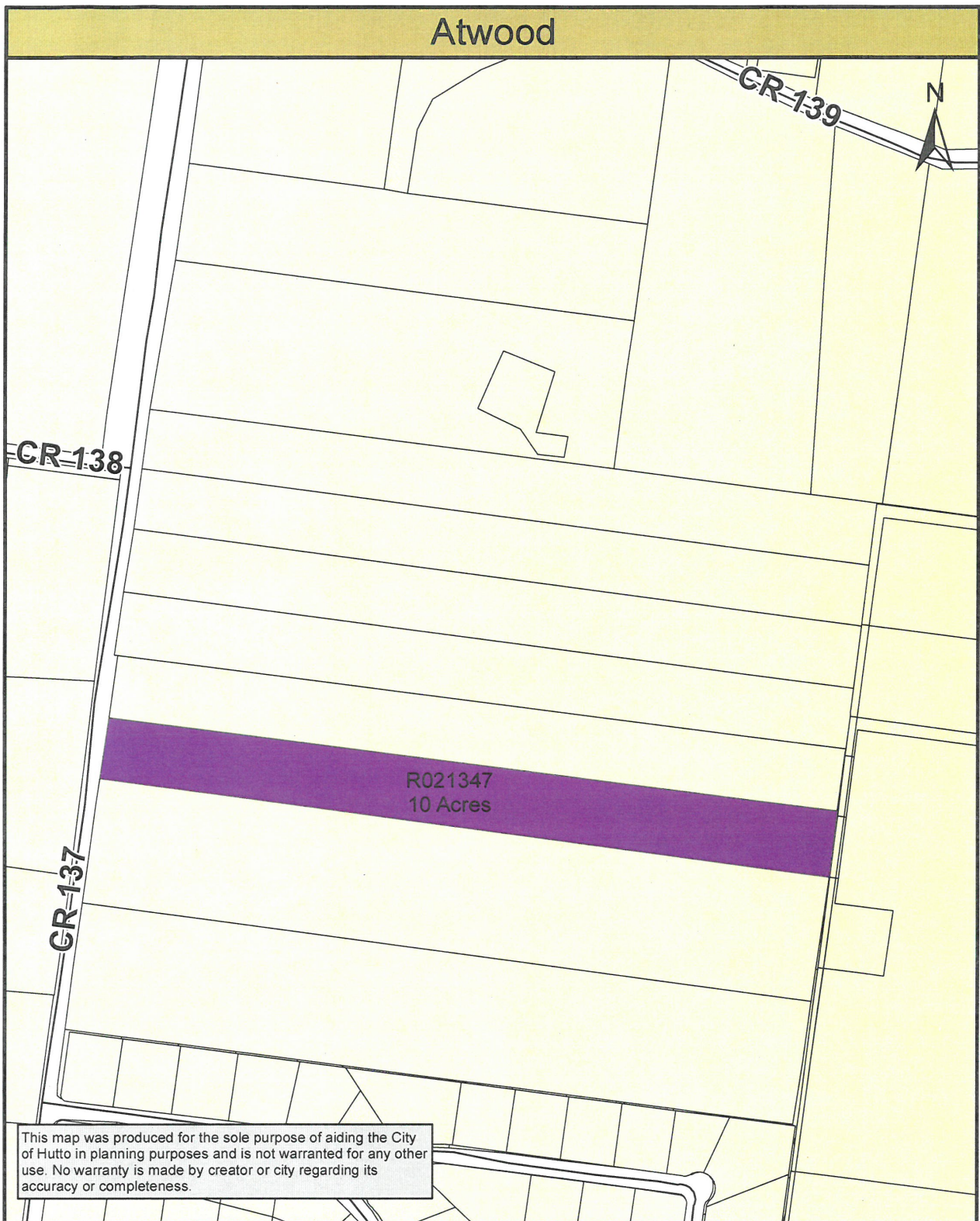
Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

ATWOOD TRACT – (R021347):

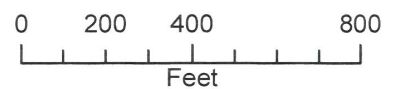
10.0 ACRES OF LAND, MORE OR LESS, SITUATED IN THE MATHIAS WILBARGER SURVEY, ABSTRACT NO. 663, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDORS LIEN DATED SEPTEMBER 30, 1993 AND RECORDED AS DOCUMENT NO. 1993041709, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



Map Document: (K:\SITE LOCATION MAPS\2018 Site
Location Maps\Annexation_Maps\Area_6\Atwood.mxd)

11/16/2018 -- 1:54:52 PM

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Regular City Council
AGENDA ITEM
9.B.



To: City Council
Subject: Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Wesley Brace and Coneen Brace, Trustees of the WBG Family Trust, for 4.985 acres, more or less, of land, located on CR 139. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

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

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ATTACHMENTS:

[\(Res\)DA-Brace-4.985ac\(Res\)](#)

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND WESLEY BRACE AND CONEEN BRACE, TRUSTEES OF THE WBG FAMILY TRUST, FOR 4.985 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Wesley Brace and Coneen Brace, Trustees of the WBG Family Trust, for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **5th** day of the month **September, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the "City") and the undersigned property owner(s) **Wesley Brace and Coneen Brace, Trustees of the WBG Family Trust** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **4.985 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

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

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

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

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

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

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

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

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

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

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

Section 3. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents pursuant to Section 12.172(b)(7). Owner hereby waives any requirement in Chapter 43 related to procedures or service provision. Services will be provided to Owner's Property in accordance with existing city policy on the date of annexation, and as amended thereafter.

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

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

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

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

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

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

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

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

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

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

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

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

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

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

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

Entered into this 15th day of MAY, 2019.

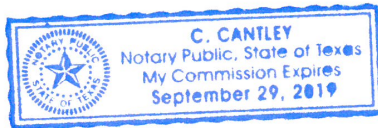


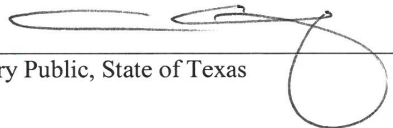
Wesley Brace, Trustee of the WBG Family Trust, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 15th day of May, 2019,
by Wesley Brace, Trustee of the WBG Family Trust, Owner.




Notary Public, State of Texas

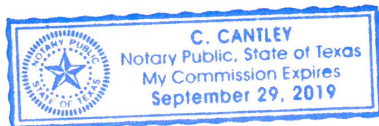


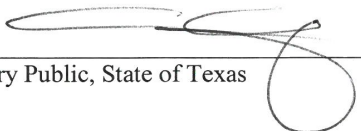
Ceneen Brace, Trustee of the WBG Family Trust, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 15th day of May, 2019,
by Ceneen Brace, Trustee of the WBG Family Trust, Owner.




Notary Public, State of Texas

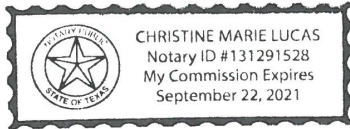


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 1st day of July,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



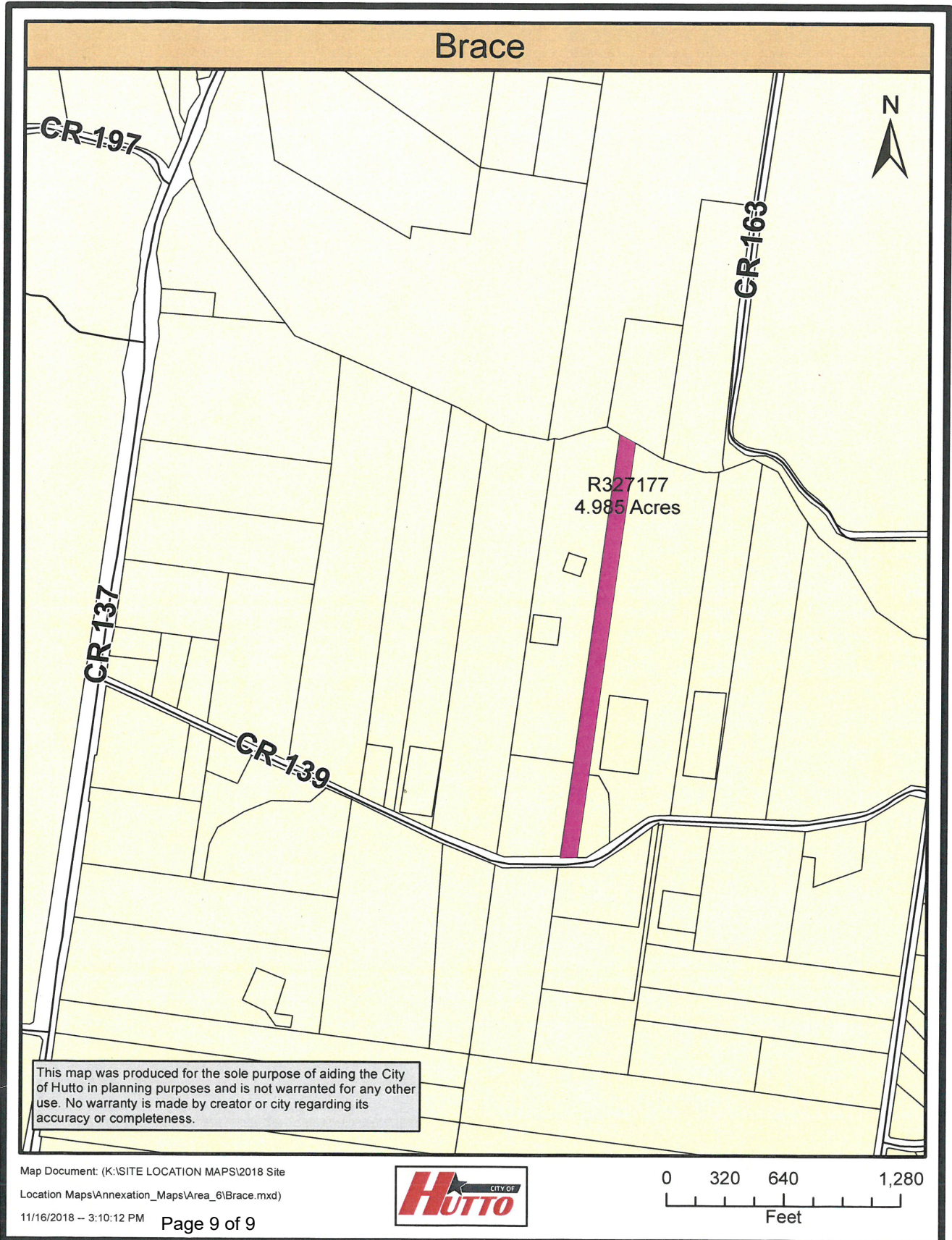
Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

BRACE TRACT – (R327177):

4.985 ACRES OF LAND, MORE OR LESS, SITUATED IN THE F. BRADLEY SURVEY, ABSTRACT NO. 76, AND THE M. WILBARGER SURVEY, ABSTRACT NO. 663, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED OCTOBER 27, 2003 AND RECORDED AS DOCUMENT NO. 2003105633, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



Regular City Council
AGENDA ITEM
9.C.



To: City Council
Subject: Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Philip J. Chalmers and Suzanne Chalmers, for 10.85 acres, more or less, of land, located at 150 Mustang Drive. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

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

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

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

ATTACHMENTS:

[\(Res\)DA-Chalmers-10.85ac\(Res\)](#)

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND PHILIP J. CHALMERS AND SUZANNE CHALMERS, FOR 10.85 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

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

CONSIDERED and RESOLVED on this the **5th** day of the month **September, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

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

WHEREAS, the Owner owns a parcel, **10.85 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; and

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

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

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

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

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

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

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

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

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City save and except a structure(s) that is approved and allowed by the provisions of the Declaration of Covenants, Conditions, and Restrictions of the Monadale Estates at Mustang Creek Venture also filed as Document Number 1986029226, recorded in the Williamson County Public Records Office, as amended. The Owner also covenants and agrees that the City's SF-R (single-family – rural) zoning requirements apply to the Property, and that the Property shall be used only for Agricultural Open Space District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

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

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

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

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

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

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

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

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

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

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

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

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

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

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

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

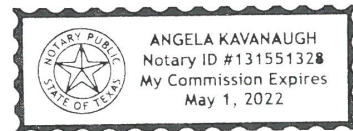
Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

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

Entered into this 17 day of July, 2019.



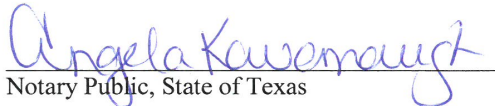
Philip J. Chalmers, Owner



THE STATE OF TEXAS }

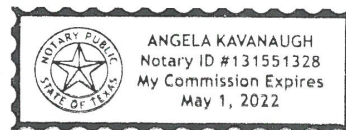
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 17 day of July, 2019,
by Philip J. Chalmers, Owner.


Notary Public, State of Texas



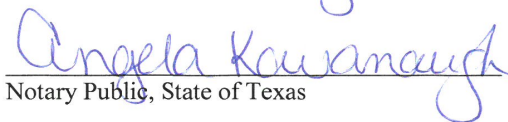
Suzanne Chalmers, Owner



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 17 day of July, 2019,
by Suzanne Chalmers, Owner.


Notary Public, State of Texas



Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 29th day of July,
20 19, by Odis Jones, City Manager, City of Hutto, Texas.



Notary Public, State of Texas

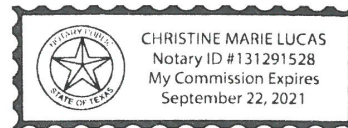
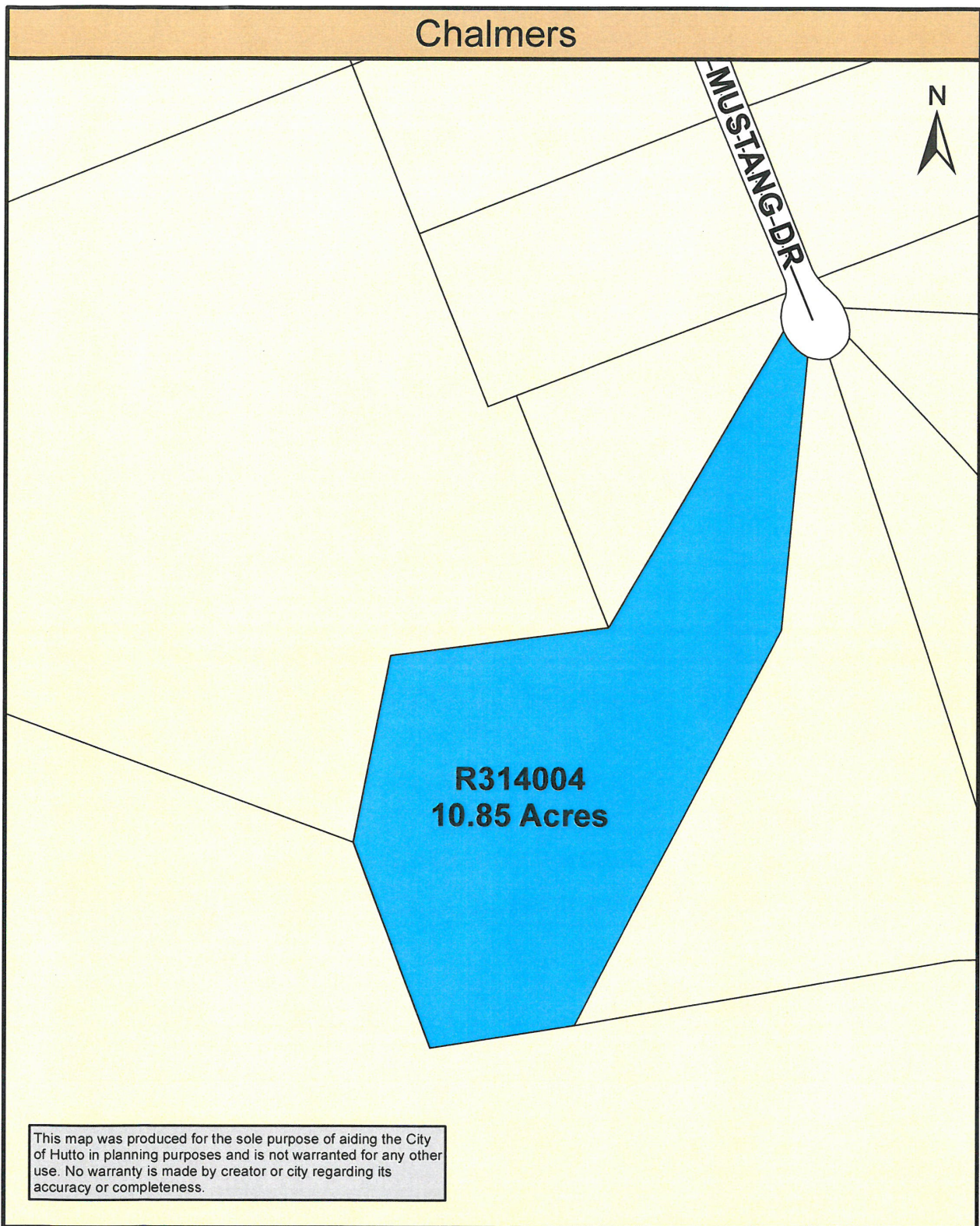


EXHIBIT "A"

LEGAL DESCRIPTION:

CHALMERS TRACT – (R314004):

LOT 8 (10.85 ACRES), AMENDED MONADALE ESTATES AT MUSTANG CREEK SECTION ONE, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET I, SLIDE 263, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.



Map Document (T:\SITE LOCATION MAPS\
2018 Site Location Maps\Annexation_Maps\
Area_7\Chalmers) Page 9 of 9 9:52:32 AM



Regular City Council
AGENDA ITEM
9.D.



To: City Council
Subject: Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Elizabeth Key Smith and Susanna Key Weiser, for 4.0 acres, more or less, of land, located on CR 137. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

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

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

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

ATTACHMENTS:

[\(Res\)DA-Smith-Weiser-4.0ac\(Res\)](#)

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ELIZABETH KEY SMITH AND SUSANNA KEY WEISER, FOR 4.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

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

CONSIDERED and RESOLVED on this the **5th** day of the month **September, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code by and between the City of Hutto, Texas (the “City”) and the undersigned property owner(s) **Elizabeth Key Smith and Susanna Key Weiser** (the “Owner”). The term “Owner” includes all owners of the Property.

WHEREAS, the Owner owns a parcel, **4.0 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

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

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

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

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

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

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

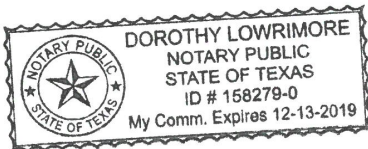
Entered into this 15 day of April, 2019.

Elizabeth Key Smith
Elizabeth Key Smith, Owner

THE STATE OF TEXAS }

COUNTY OF Harrison

This instrument was acknowledged before me on the 15th day of April, 2019, by Elizabeth Key Smith, Owner.



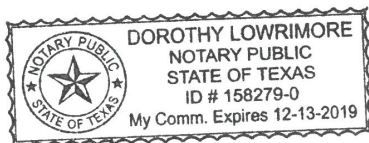
Dorothy Lowrimore
Notary Public, State of Texas

Susanna Key Weiser
Susanna Key Weiser, Owner

THE STATE OF TEXAS }

COUNTY OF Harrison

This instrument was acknowledged before me on the 15th day of April, 2019, by Susanna Key Weiser, Owner.



Dorothy Lowrimore
Notary Public, State of Texas

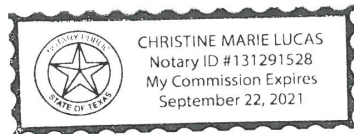


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 3rd day of May,
2019, by Odis Jones, City Manager, City of Hutto, Texas.



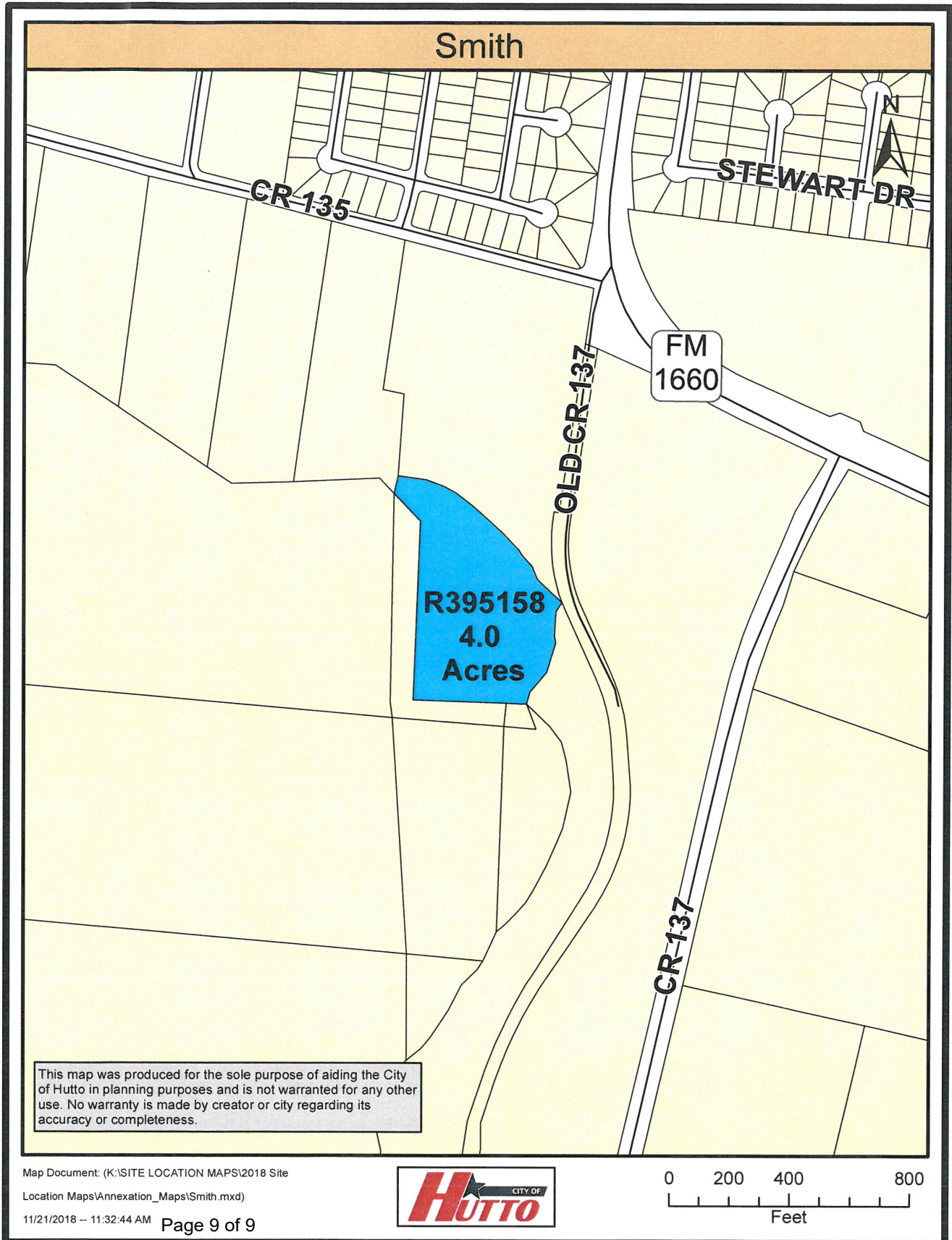
Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

SMITH TRACT – (R395158):

4.0 ACRES OF LAND, MORE OR LESS, SITUATED IN THE WILLIAM GATLIN HRS. SURVEY, ABSTRACT NO. 271, AND THE I&GNRR CO. SURVEY, ABSTRACT NO. 336, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED DATED OCTOBER 8, 2007 AND RECORDED AS DOCUMENT NO. 2009046169, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



Regular City Council
AGENDA ITEM
9.E.



To: City Council
Subject: Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Michael R. Krueger and Morris Wayne Krueger, for 150.69 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

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

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

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

ATTACHMENTS:

[\(Res\)DA-Krueger-150.69ac\(Res\)](#)

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MICHAEL R. KRUEGER AND MORRIS WAYNE KRUEGER, FOR 150.69 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

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

CONSIDERED and RESOLVED on this the **5th** day of the month **September, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This is a DEVELOPMENT AGREEMENT by and between THE CITY OF HUTTO, TEXAS ("City") and MICHAEL R. KRUEGER and MORRIS WAYNE KRUEGER ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 150.69 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

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

WHEREAS, pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Williamson County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.016 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

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

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce such planning and other authority as it currently maintains over property in its extraterritorial jurisdiction. Further, City agrees that any such authority will not be exercised, if any such authority interferes with Owner's use of the Property for agriculture purposes, wildlife management, or timber production. Specifically, Owner shall not be subject to any city building code or other similar requirements applicable to property located within the city limits, and any alterations to any existing single family residences, barns, or other structures on the Property shall not be subject to such city regulation. Finally, Owner shall be entitled to construct other structures on the Property including one additional residential structure and, additional accessory structures such as barns or other similar structures without city approval, provided such construction does not alter the primary use of the Property for agriculture purposes, wildlife management, or timber production.

3. Except as specifically authorized by Section B(2) above, Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber production consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

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

5. The Owner agrees that his continued use of the Property for agriculture, wildlife management, or timber production shall be consistent with the City's AG- Agricultural zoning requirements, and that the Property shall be used for such purposes only until such time as the Property is annexed into the City of Hutto. Upon such annexation, the Property will be entitled to be zoned for land uses that are consistent with the official City of Hutto Comprehensive Plan and Future Land Use Map in effect on the date thereof and such other uses as may be agreed upon by the City of Hutto and the Owners.

6. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a

municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 3 herein.

7. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of the City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supercedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of forty-five (45) years. Under no circumstances shall the maximum term of this Agreement exceed forty-five years.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Hutto	Owner	Owner
Odis Jones	Michael R. Krueger	Morris W. Krueger
City Manager	4551 CR 132	27401 Hwy 79
500 W. Live Oak St.	Hutto, Texas 78634-4451	Thrall, Texas 76578-8548
Hutto, Texas 78634	Williamson County	Williamson County
Williamson County	Phone: (512) 759-9341	Phone: <u>512-898-1081</u>
Phone: (512) 759-4031		

7. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

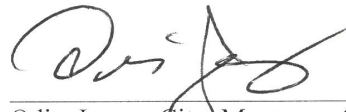
8. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

9. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section B(6) above.

10. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

SIGNED as of this 24 day of June, 2019.

CITY OF HUTTO, TEXAS

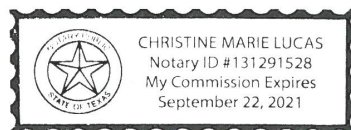


Odie Jones, City Manager, City of Hutto,

Texas

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 24th day of June, 2019, by Odie Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas

Notary Public, State of Texas

SIGNED as of this 5th day of June, 2019.

PROPERTY OWNER

Michael R. Krueger
Michael R. Krueger

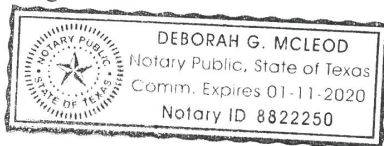
SIGNED as of this 12 day of June, 2019.

PROPERTY OWNER

Morris W. Krueger
Morris W. Krueger

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

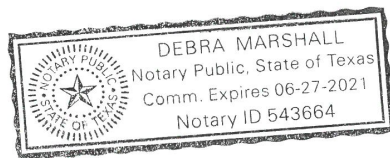
This instrument was acknowledged before me on the 5th day of June, 2019, by Michael R. Krueger.



Deborah G. McLeod
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 12 day of June, 2019, by Morris W. Krueger.



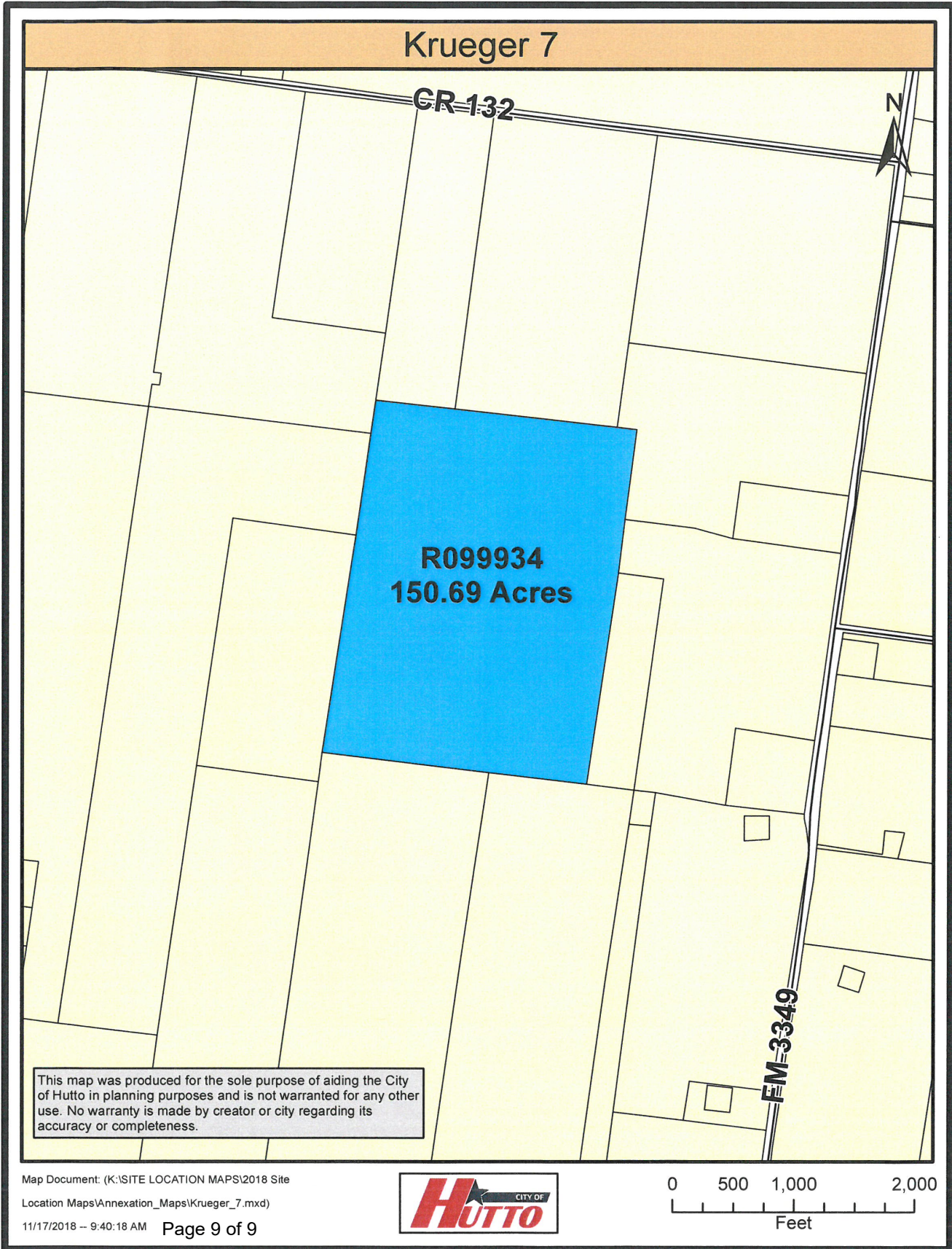
Debra Marshall
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

KRUEGER TRACT – 3 (R099934):

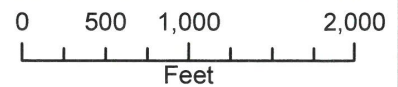
150.69 ACRES OF LAND MORE OR LESS, OF WHICH APPROXIMATELY 53.0 ACRES ARE SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378, APPROXIMATELY 50.0 ACRES ARE SITUATED IN THE CHAS. J. GERLACK SURVEY, ABSTRACT NO. 260, AND APPROXIMATELY 38.8 ACRES ARE SITUATED IN THE R.S. NEIGHBORS SURVEY, ABSTRACT NO. 483, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED DATED AUGUST 6, 1984 AND RECORDED AS DOCUMENT NO. 1984030211, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



Map Document: (K:\SITE LOCATION MAPS\2018 Site

Location Maps\Annexation_Maps\Krueger_7.mxd)

11/17/2018 -- 9:40:18 AM Page 9 of 9



Regular City Council
AGENDA ITEM
9.F.



To: City Council
Subject: Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Michael R. Krueger and Morris Wayne Krueger, for 80.0 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

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

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

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

ATTACHMENTS:

[\(Res\)DA-Krueger-80.0ac\(Res\)](#)

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MICHAEL R. KRUEGER AND MORRIS WAYNE KRUEGER, FOR 80.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

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

CONSIDERED and RESOLVED on this the **5th** day of the month **September, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This is a DEVELOPMENT AGREEMENT by and between THE CITY OF HUTTO, TEXAS ("City") and MICHAEL R. KRUEGER and MORRIS WAYNE KRUEGER ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 80.00 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

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

WHEREAS, pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Williamson County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.016 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

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

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce such planning and other authority as it currently maintains over property in its extraterritorial jurisdiction. Further, City agrees that any such authority will not be exercised, if any such authority interferes with Owner's use of the Property for agriculture purposes, wildlife management, or timber production. Specifically, Owner shall not be subject to any city building code or other similar requirements applicable to property located within the city limits, and any alterations to any existing single family residences, barns, or other structures on the Property shall not be subject to such city regulation. Finally, Owner shall be entitled to construct other structures on the Property including one additional residential structure, and additional accessory structures such as barns or other similar structures without city approval, provided such construction does not alter the primary use of the Property for agriculture purposes, wildlife management, or timber production.

3. Except as specifically authorized by Section B(2) above, Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber production consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

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

5. The Owner agrees that his continued use of the Property for agriculture, wildlife management, or timber production shall be consistent with the City's AG- Agricultural zoning requirements, and that the Property shall be used for such purposes only until such time as the Property is annexed into the City of Hutto. Upon such annexation, the Property will be entitled to be zoned for land uses that are consistent with the official City of Hutto Comprehensive Plan and Future Land Use Map in effect on the date thereof and such other uses as may be agreed upon by the City of Hutto and the Owners.

6. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a

municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 3 herein.

7. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of the City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supercedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of forty-five (45) years. Under no circumstances shall the maximum term of this Agreement exceed forty-five years.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Hutto	Owner	Owner
Odis Jones		
City Manager	Michael R. Krueger	Morris W. Krueger
500 W. Live Oak St.	4551 CR 132	27401 Hwy 79
Hutto, Texas 78634	Hutto, Texas 78634-4451	Thrall, Texas 76578-8548
Williamson County	Williamson County	Williamson County
Phone: (512) 759-4031	Phone: (512) 759-9341	Phone: <u>512-898-1081</u>

7. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

8. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

9. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section B(6) above.

10. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

SIGNED as of this 24 day of June, 2019.

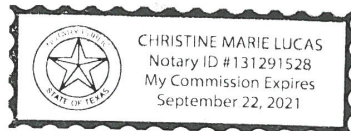
CITY OF HUTTO, TEXAS



Odie Jones, City Manager,
City of Hutto, Texas

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 24th day of June, 2019, by Odie Jones, City Manager, City of Hutto, Texas.



Christine Marie Lucas

Notary Public, State of Texas

SIGNED as of this 5th day of June, 2019.

PROPERTY OWNER

Michael R. Krueger
Michael R. Krueger

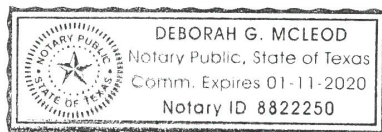
SIGNED as of this 12 day of June, 2019.

PROPERTY OWNER

Morris W. Krueger
Morris W. Krueger

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

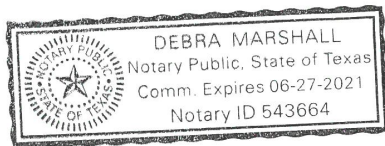
This instrument was acknowledged before me on the 5th day of June, 2019, by Michael R. Krueger.



Deborah G. McLeod
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 12 day of June, 2019, by Morris W. Krueger.



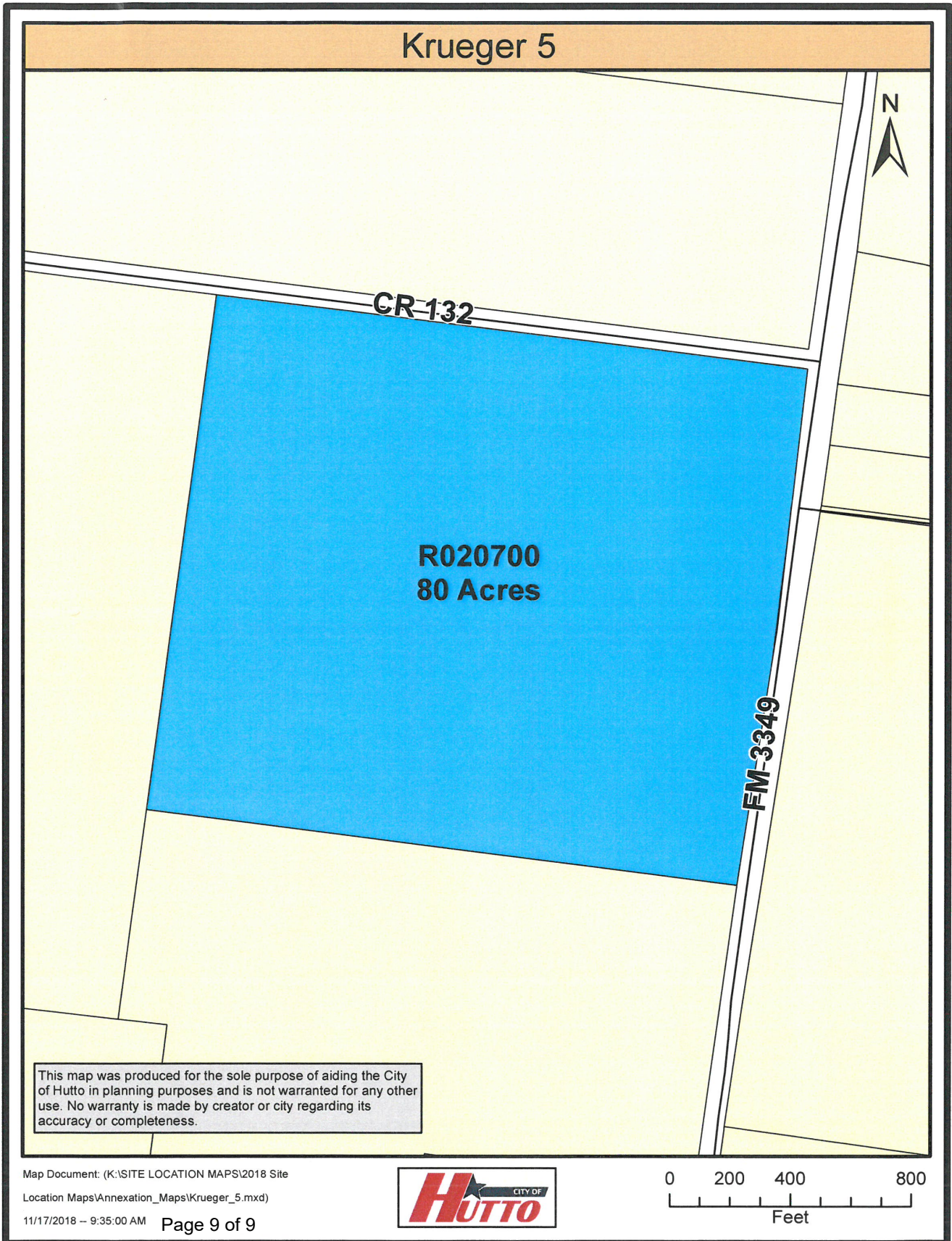
Debra Marshall
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

KRUEGER TRACT - (R020700):

80.0 ACRES OF LAND MORE OR LESS, SITUATED IN THE J. KUYKENDALL SURVEY, ABSTRACT NO. 378, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED OF GIFT DATED DECEMBER 29, 1976 AND RECORDED AS DOCUMENT NO. 19767793DR, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



Regular City Council
AGENDA ITEM
9.G.



To: City Council
Subject: Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Michael R. Krueger and Morris Wayne Krueger, for 36.13 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

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

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

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

ATTACHMENTS:

[\(Res\)DA-Krueger-36.13ac\(Res\)](#)

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MICHAEL R. KRUEGER AND MORRIS WAYNE KRUEGER, FOR 36.13 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

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

CONSIDERED and RESOLVED on this the **5th** day of the month **September, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This is a DEVELOPMENT AGREEMENT by and between THE CITY OF HUTTO, TEXAS (“City”) and MICHAEL R. KRUEGER and MORRIS WAYNE KRUEGER (“Owner”, whether one or more).

WHEREAS, Owner is owner of that certain 36.13 acre tract of land more particularly described in Exhibit “A”, attached hereto (the “Property”), and;

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

WHEREAS, pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Development Agreement (the “Agreement”); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Williamson County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.016 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

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

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce such planning and other authority as it currently maintains over property in its extraterritorial jurisdiction. Further, City agrees that any such authority will not be exercised, if any such authority interferes with Owner's use of the Property for agriculture purposes, wildlife management, or timber production. Specifically, Owner shall not be subject to any city building code or other similar requirements applicable to property located within the city limits, and any alterations to any existing single family residences, barns, or other structures on the Property shall not be subject to such city regulation. Finally, Owner shall be entitled to construct other structures on the Property including, one additional residential structure, and additional accessory structures such as barns or other similar structures without city approval, provided such construction does not alter the primary use of the Property for agriculture purposes, wildlife management, or timber production.

3. Except as specifically authorized by Section B(2) above, Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber production consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

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

5. The Owner agrees that his continued use of the Property for agriculture, wildlife management, or timber production shall be consistent with the City's AG- Agricultural zoning requirements, and that the Property shall be used for such purposes only until such time as the Property is annexed into the City of Hutto. Upon such annexation, the Property will be entitled to be zoned for land uses that are consistent with the official City of Hutto Comprehensive Plan and Future Land Use Map in effect on the date thereof and such other uses as may be agreed upon by the City of Hutto and the Owners.

6. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a

municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 3 herein.

7. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of the City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supercedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of forty-five (45) years. Under no circumstances shall the maximum term of this Agreement exceed forty-five years.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Hutto

City Manager
500 W Live Oak St
Hutto, Texas 78634
Williamson County
Phone: (512) 759-4031

Owner

Michael R. Krueger
4551 CR 132
Hutto, Texas 78634-4451
Williamson County
Phone: (512) 759-9341

Owner

Morris W. Krueger
27401 Hwy 79
Thrall, Texas 76578-8548
Williamson County
Phone: 512-898-1081

7. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

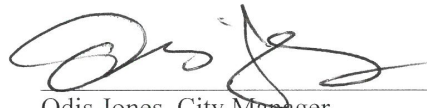
8. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

9. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section B(6) above.

10. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

SIGNED as of this 24 day of June, 2019.

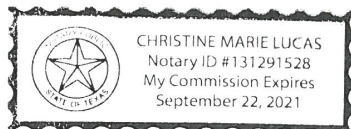
CITY OF HUTTO, TEXAS



Odis Jones, City Manager,
City of Hutto, Texas

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 24th day of June, 2019, by Odis Jones, City manager, City of Hutto, Texas.



Christine Marie Lucas
Notary Public, State of Texas

SIGNED as of this 5th day of June, 2019.

PROPERTY OWNER

Michael R. Krueger
Michael R. Krueger

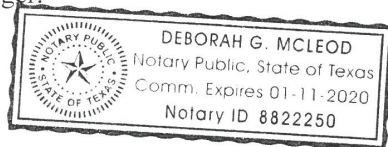
SIGNED as of this 12 day of June, 2019.

PROPERTY OWNER

Morris W. Krueger
Morris W. Krueger

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

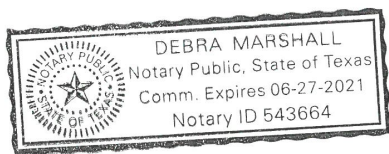
This instrument was acknowledged before me on the 5th day of June, 2019, by Michael R. Krueger.



Deborah G. McLeod
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 12 day of June, 2019, by Morris W. Krueger.



Debra Marshall
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

KRUEGER TRACT - (R020701):

36.130 ACRES OF LAND MORE OR LESS, SITUATED IN THE J. KUYKENDALL SURVEY, ABSTRACT NO. 378, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED OF GIFT DATED DECEMBER 29, 1976 AND RECORDED AS DOCUMENT NO. 19767793DR, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Krueger 6



CR-132

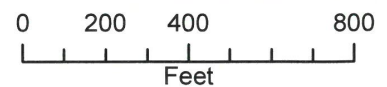
R020701
36.13 Acres

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

Map Document: (K:\SITE LOCATION MAPS\2018 Site

Location Maps\Annexation_Maps\Krueger_6.mxd)

11/17/2018 -- 9:37:39 AM Page 9 of 9



Regular City Council
AGENDA ITEM
9.H.



To: City Council
Subject: Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Michael R. Krueger, for 98.42 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

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

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

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

ATTACHMENTS:

[\(Res\)DA-Krueger-98.42ac\(Res\)](#)

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MICHAEL R. KRUEGER, FOR 98.42 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

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

CONSIDERED and RESOLVED on this the **5th** day of the month **September, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

This is a DEVELOPMENT AGREEMENT by and between THE CITY OF HUTTO, TEXAS (“City”) and MICHAEL R. KRUEGER (“Owner”, whether one or more).

WHEREAS, Owner is owner of that certain 98.42 acre tract of land more particularly described in Exhibit “A”, attached hereto (the “Property”), and;

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

WHEREAS, pursuant to Sections 43.016 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Development Agreement (the “Agreement”); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Williamson County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.016 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

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

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce such planning and other authority as it currently maintains over property in its extraterritorial jurisdiction. Further, City agrees that any such authority will not be exercised, if any such authority interferes with Owner's use of the Property for agriculture purposes, wildlife management, or timber production. Specifically, Owner shall not be subject to any city building code or other similar requirements applicable to property located within the city limits, and any alterations to any existing single family residences, barns, or other structures on the Property shall not be subject to such city regulation. Finally, Owner shall be entitled to construct other structures on the Property including one additional residential structure and, additional accessory structures such as barns or other similar structures without city approval, provided such construction does not alter the primary use of the Property for agriculture purposes, wildlife management, or timber production.

3. Except as specifically authorized by Section B(2) above, Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber production consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

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

5. The Owner agrees that his continued use of the Property for agriculture, wildlife management, or timber production shall be consistent with the City's AG- Agricultural zoning requirements, and that the Property shall be used for such purposes only until such time as the Property is annexed into the City of Hutto. Upon such annexation, the Property will be entitled to be zoned for land uses that are consistent with the official City of Hutto Comprehensive Plan and Future Land Use Map in effect on the date thereof and such other uses as may be agreed upon by the City of Hutto and the Owners.

6. The Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a

municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section 3 herein.

7. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of the City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supercedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of forty-five (45) years. Under no circumstances shall the maximum term of this Agreement exceed forty-five years.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Hutto

Odis Jones
City Manager
500 W. Live Oak St.
Hutto, Texas 78634
Williamson County
Phone: (512) 759-4031

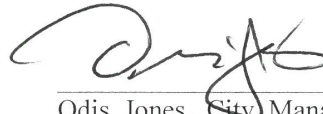
Owner

Michael R. Krueger
4551 CR 132
Hutto, Texas 78634-4451
Williamson County
Phone: (512) 759-9341

7. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.
8. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.
9. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section B(6) above.
10. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

SIGNED as of this 24 day of June, 2019.

CITY OF HUTTO, TEXAS

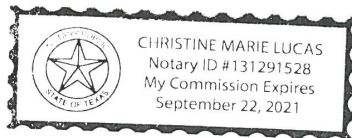


Odie Jones, City Manager, City of Hutto,

Texas

THE STATE OF TEXAS §
 §
 COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 24th day of June, 2019, by Odie Jones, City manager, City of Hutto, Texas.



Christine Marie Lucas
 Notary Public, State of Texas

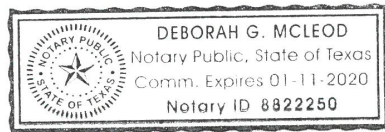
SIGNED as of this 5th day of June, 2019

PROPERTY OWNER

Michael R. Krueger
Michael R. Krueger

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 5th day of June, 2019, by Michael R. Krueger.



Deborah G. McLeod
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

KRUEGER TRACT - (R346023):

98.42 ACRES OF LAND MORE OR LESS, SITUATED IN THE T.B. LEE SURVEY, ABSTRACT NO. 401 AND THE J.J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN GIFT DEED DATED JUNE 1, 2012 AND RECORDED AS DOCUMENT NO. 2012042161, AND THAT CERTAIN GIFT DEED DATED JUNE 1, 2012 AND RECORDED AS DOCUMENT NO. 2012042162, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



Regular City Council
AGENDA ITEM
9.I.



To: City Council
Subject: Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Allan Hausmann and Portia Hausmann, for 15.94 acres, more or less, of land, located on CR 132. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

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

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

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

ATTACHMENTS:

[\(Res\)DA-Hausmann-15.94ac\(Res\)](#)

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ALLAN HAUSMANN AND PORTIA HAUSMANN, FOR 15.94 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

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

CONSIDERED and RESOLVED on this the **5th** day of the month **September, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

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

WHEREAS, the Owner owns a parcel, **15.94 acres** of real property (the "Property") in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary. The agreement may be extended for up to a total of forty-five (45) years in accordance with state law, as amended.

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

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

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

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

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

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

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

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

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

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

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

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

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

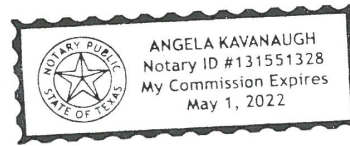
Section 15. The City agrees not to annex the adjacent 1 acre homestead owned by the same property owner for the life of this agreement.

Entered into this 8 day of August, 2019.

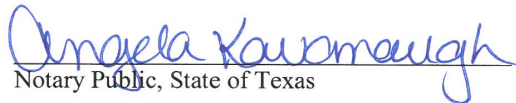

Allan Hausmann, Owner

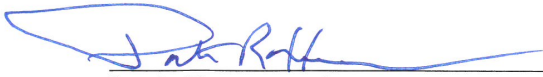
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



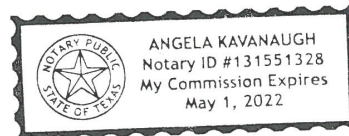
This instrument was acknowledged before me on the 8 day of August, 2019,
by Allan Hausmann, Owner.


Notary Public, State of Texas


Portia Hausmann, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }



This instrument was acknowledged before me on the 8 day of August, 2019,
by Portia Hausmann, Owner.

Angela Kawomough
Notary Public, State of Texas

[Signature]
Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 7th day of August,
2019, by Odis Jones, City Manager, City of Hutto, Texas.

Christine Marie Lucas
Notary Public, State of Texas

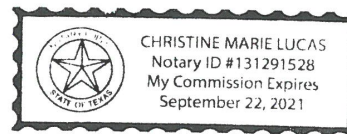


EXHIBIT "A"

LEGAL DESCRIPTION:

HAUSMANN TRACT – (R325292):

15.94 ACRES SITUATED IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED WITH VENDORS LIEN DATED NOVEMBER 5, 1990 AND RECORDED AS DOCUMENT NO. 1990033050, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Hausmann



R325292
15.94
Acres

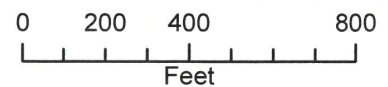
CR-132

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

Map Document: (K:\SITE LOCATION MAPS\2018 Site

Location Maps\Annexation_Maps\Hausmann.mxd)

12/17/2018 - 3:00:16 PM Page 9 of 9



Regular City Council
AGENDA ITEM
9.J.



To: City Council
Subject: Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and LPL Investments, LP, for 141.5 acres, more or less, of land, located on FM 1660 South. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

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

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

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

ATTACHMENTS:

[\(Res\)DA-LPLInv-141.5ac\(Res\)](#)

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND LPL INVESTMENTS, LP, FOR 141.5 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

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

CONSIDERED and RESOLVED on this the **5th** day of the month **September, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

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

WHEREAS, the Owner owns a parcel, **141.5 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; and

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

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

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

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

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

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

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

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

The Owner also has the ability to work with the City of Hutto and draft a Planned Unified Development which will include land uses agreed upon by the owner and the City of Hutto, however the initial zoning upon annexation will be Agricultural (AG), and the property owner will be required to submit for the zoning change to Planned Unit Development.. Property shall be used only for Agricultural Open Space District zoning uses that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement. However, the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes.

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

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

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

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

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

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

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

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

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

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

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

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

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

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

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

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

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

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

Entered into this 6 day of JUNE, 20 19.

[Signature] Pamela Leschber
Owner

Printed Name: LARRY LESCHBER Pamela Leschber

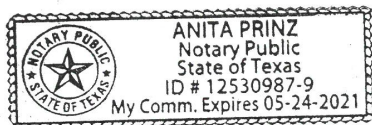
Title: MAN PART PART.

LPL Investments, LP, Owner

THE STATE OF TEXAS }

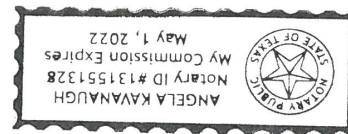
COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 6th day of June, 2019,
by Larry Leschber : Pamela Leschber of LPL Investments, LP,
Owner. Man Partner : Partner



[Signature]
Notary Public, State of Texas

[Signature] A.C.M.
Odis Jones / Byron FRANKLAND
City Manager, City of Hutto, Texas



THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 28 day of June, 2019,
by Odis Jones, City Manager, City of Hutto, Texas.

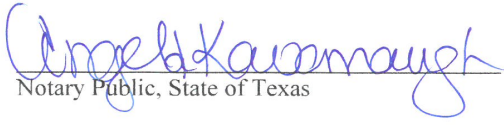

Notary Public, State of Texas

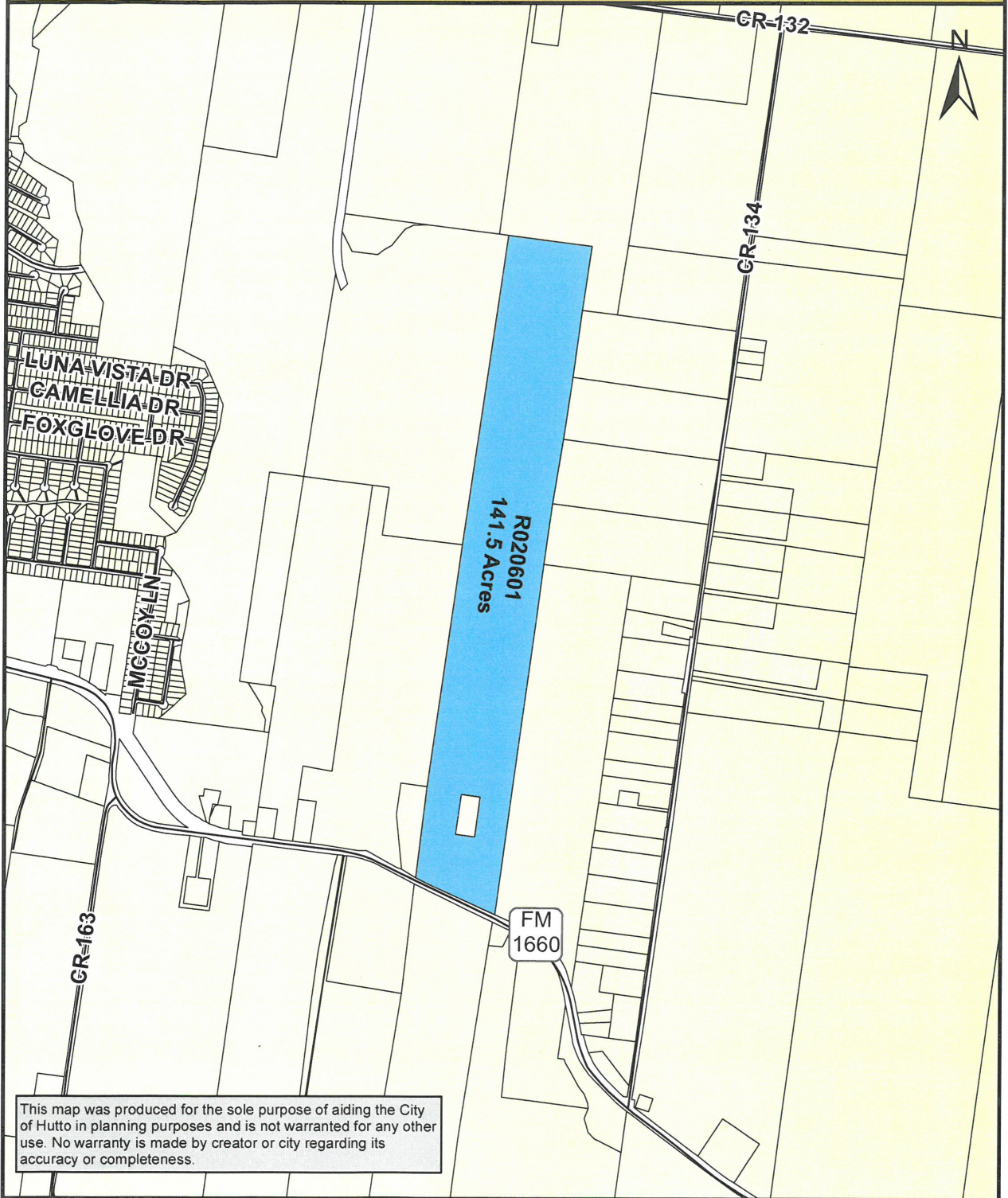
EXHIBIT "A"

LEGAL DESCRIPTION:

LPL INVESTMENTS, LP TRACT - (R020601):

141.5 ACRES OUT OF THAT CERTAIN 144.0 ACRE TRACT OF LAND MORE OR LESS, SITUATED IN THE JAMES HICKMAN SURVEY, ABSTRACT NO. 291, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED DECEMBER 22, 2009 AND RECORDED AS DOCUMENT NO. 2010007498, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LPL Investments LP



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

Map Document: (K:\SITE LOCATION MAPS\2018 Site
Location Maps\Annexation_Maps\LPL_Investments_LP.mxd)
11/17/2018 -- 10:07:48 AM



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Regular City Council
AGENDA ITEM
9.K.



To: City Council
Subject: Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and TRJ Nelson Partnership, for 61.33 acres, more or less, of land, located on CR 136. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

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

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

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

ATTACHMENTS:

[\(Res\)DA-TRJNelson-61.33ac\(Res\)](#)

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND TRJ NELSON PARTNERSHIP, FOR 61.33 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

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

CONSIDERED and RESOLVED on this the **5th** day of the month **September, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

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

WHEREAS, the Owner owns a parcel, **61.33** acres of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; and

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

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

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

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

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

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

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

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

Except as set forth below, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family - rural) zoning requirements apply to the Property during the term of this Agreement, and that the Property shall be used only for an Ag Permitted Use, or existing single-family residential, unless otherwise provided in this Agreement. Notwithstanding, the Owner may construct (i) an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes, or (ii) other out-buildings consistent with an Ag Permitted Use on the Property, such as barns or storage sheds, without being required to obtain a building permit.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The Owner represents to the City that to the best of Owner's knowledge, the undersigned are all of the owners of the Property, and that no further consent of any person is required for Owner to enter into this Agreement.

It is expressly agreed that Owners may develop the Property in phases, and that Owner may request annexation and development of only a portion of the Property. In such event, this Agreement shall remain in effect with respect to the remainder of the Property.

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

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

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date of the last party to sign below, as evidenced by a public notary.

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

be zoned for land uses consistent with the Hutto Comprehensive Plan, or other uses that may be agreed by Owner and the City at such time.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Notice to the prospective purchaser may be by delivery of a Title Commitment listing this Agreement as an exception to title. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. However, a failure to give the required notice herein shall not constitute a violation of this Agreement for purposes of being a request for voluntary annexation, or termination of this Agreement. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

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

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

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

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

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

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

Entered into this 15 day of May, 2019.

Owner:

**TRJ Nelson Partnership,
a Texas general partnership**

By: Thomas E. Nelson III
Thomas E. Nelson, III, General Partner

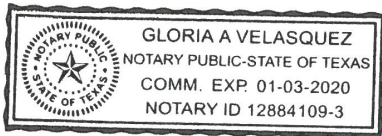
By: Rebecca Nelson Davis
Rebecca Nelson Davis, General Partner

By: John C. Nelson
John C. Nelson, General Partner

[Signature]
Odis Jones, City Manager, City of Hutto, Texas

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

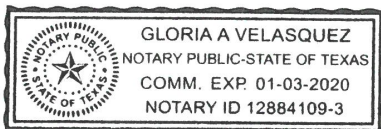
This instrument was acknowledged before me on the 9 day of MAY, 2019, by **Thomas E. Nelson, III**, as a General Partner of TRJ Nelson Partnership, Owner.



Gloria Velasquez
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

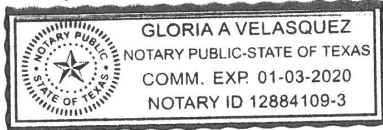
This instrument was acknowledged before me on the 15 day of MAY, 2019, by **Rebecca Nelson Davis**, as a General Partner of TRJ Nelson Partnership, Owner.



Gloria Velasquez
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

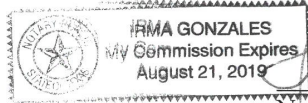
This instrument was acknowledged before me on the 6 day of May, 2019, by **John C. Nelson**, as a General Partner of TRJ Nelson Partnership, Owner.



Gloria Velasquez
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 24th day of May, 2019 by Odis Jones, City Manager, City of Hutto, Texas.



Irma Gonzales
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

TRJ NELSON PARTNERSHIP TRACT – 1 (R020927):

61.33 ACRES SITUATED IN THE EDWARD RYAN SURVEY, ABSTRACT NO. 542, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT QUITCLAIM DEED DATED JUNE 16, 2008 AND RECORDED AS DOCUMENT NO. 2008056888, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

TRJ Nelson Partnership 1



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

Map Document: (K:\SITE LOCATION MAPS\2018 Site

Location Maps\Annexation_Maps\TRJ_Nelson_Partnership_1.mxd)

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Page 9 of 9



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Regular City Council
AGENDA ITEM
9.L.



To: City Council
Subject: Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and TRJ Nelson Partnership, for 5.59 acres, more or less, of land, located on CR 136. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

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

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

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

ATTACHMENTS:

[\(Res\)DA-TRJNelson-5.59ac\(Res\)](#)

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND TRJ NELSON PARTNERSHIP, FOR 5.59 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

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

CONSIDERED and RESOLVED on this the **5th** day of the month **September, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

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

WHEREAS, the Owner owns a parcel, **5.59** acres of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; and

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

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

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

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

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

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

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

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

Except as set forth below, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into, and zoned by, the City. The Owner also covenants and agrees that the City's SF-R (single-family - rural) zoning requirements apply to the Property during the term of this Agreement, and that the Property shall be used only for an Ag Permitted Use, or existing single-family residential, unless otherwise provided in this Agreement. Notwithstanding, the Owner may construct (i) an accessory structure to an existing single family dwelling in compliance with all applicable City ordinances and codes, or (ii) other out-buildings consistent with an Ag Permitted Use on the Property, such as barns or storage sheds, without being required to obtain a building permit.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The Owner represents to the City that to the best of Owner's knowledge, the undersigned are all of the owners of the Property, and that no further consent of any person is required for Owner to enter into this Agreement.

It is expressly agreed that Owners may develop the Property in phases, and that Owner may request annexation and development of only a portion of the Property. In such event, this Agreement shall remain in effect with respect to the remainder of the Property.

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

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

Section 5. The term of this Agreement (the "Term") is twenty-five (25) years from the date of the last party to sign below, as evidenced by a public notary.

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

be zoned for land uses consistent with the Hutto Comprehensive Plan, or other uses that may be agreed by Owner and the City at such time.

Section 7. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Notice to the prospective purchaser may be by delivery of a Title Commitment listing this Agreement as an exception to title. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. However, a failure to give the required notice herein shall not constitute a violation of this Agreement for purposes of being a request for voluntary annexation, or termination of this Agreement. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

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

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

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

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

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

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

Entered into this 15 day of May, 2019.

Owner:

**TRJ Nelson Partnership,
a Texas general partnership**

By: Thomas E. Nelson III
Thomas E. Nelson, III, General Partner

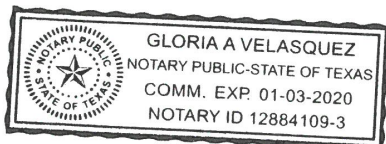
By: Rebecca Nelson Davis
Rebecca Nelson Davis, General Partner

By: John C. Nelson
John C. Nelson, General Partner

Odis Jones
Odis Jones, City Manager, City of Hutto, Texas

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

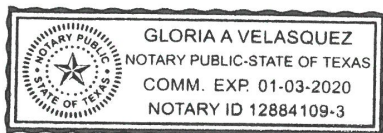
This instrument was acknowledged before me on the 9 day of May, 2019, by **Thomas E. Nelson, III**, as a General Partner of TRJ Nelson Partnership, Owner.



Gloria Velasquez
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

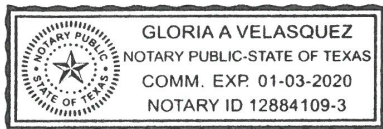
This instrument was acknowledged before me on the 15 day of MAY, 2019, by **Rebecca Nelson Davis**, as a General Partner of TRJ Nelson Partnership, Owner.



Gloria Velasquez
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

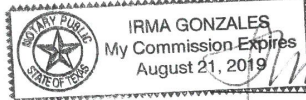
This instrument was acknowledged before me on the 6 day of May, 2019, by **John C. Nelson**, as a General Partner of TRJ Nelson Partnership, Owner.



Gloria Velasquez
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 20th day of May, 2019 by Odis Jones, City Manager, City of Hutto, Texas.



Irma Gonzales
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

TRJ NELSON PARTNERSHIP TRACT – 2 (R498036):

5.59 ACRES SITUATED IN THE EDWARD RYAN SURVEY, ABSTRACT NO. 542, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT QUITCLAIM DEED DATED JUNE 16, 2008 AND RECORDED AS DOCUMENT NO. 2008056888, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

TRJ Nelson Partnership 2



LIMMER LOOP

LIMMER LOOP SPUR

R498036
5.59
Acres



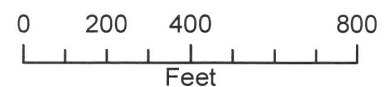
This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

Map Document: (K:\SITE LOCATION MAPS\2018 Site

Location Maps\Annexation_Maps\TRJ_Nelson_Partnership_2.mxd)

12/17/2018 -- 4:30:07 PM

Page 9 of 9



Regular City Council
AGENDA ITEM
9.M.



To: City Council
Subject: Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Jo Blaine Anderson Macias and James Wesley Anderson, for 23.52 acres, more or less, of land, located on CR 119. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

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

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

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

ATTACHMENTS:

[\(Res\)DA-Macias-Anderson-23.52ac\(Res\)](#)

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND JO BLAINE ANDERSON MACIAS AND JAMES WESLEY ANDERSON, FOR 23.52 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

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

CONSIDERED and RESOLVED on this the **5th** day of the month **September, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
DEVELOPMENT AGREEMENT

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

WHEREAS, the Owner owns a parcel, **23.52 acres** of real property (the “Property”) in Williamson County, Texas, which is more particularly and separately described in the attached Exhibit “A”; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Hutto
Attn: City Manager
401 West Front Street
Hutto, Texas 78634

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

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

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

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

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

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

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

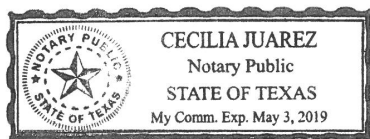
Entered into this 21 day of March, 2019.

Jo Blaine (Anderson) Macias
Jo Blaine (Anderson) Macias, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 21st day of March, 2019,
by Jo Blaine (Anderson) Macias, Owner.



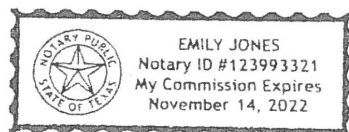
Cecilia Juarez
Notary Public, State of Texas

James Wesley Anderson
James Wesley Anderson, Owner

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

TRAVIS
This instrument was acknowledged before me on the 7 day of March, 2019,
by James Wesley Anderson, Owner.



[Signature]
Notary Public, State of Texas

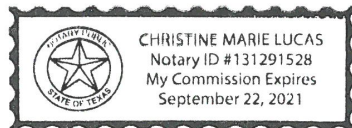


Odis Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 1st day of ~~June~~^{July}, 2019, by Odis Jones, City Manager, City of Hutto, Texas.



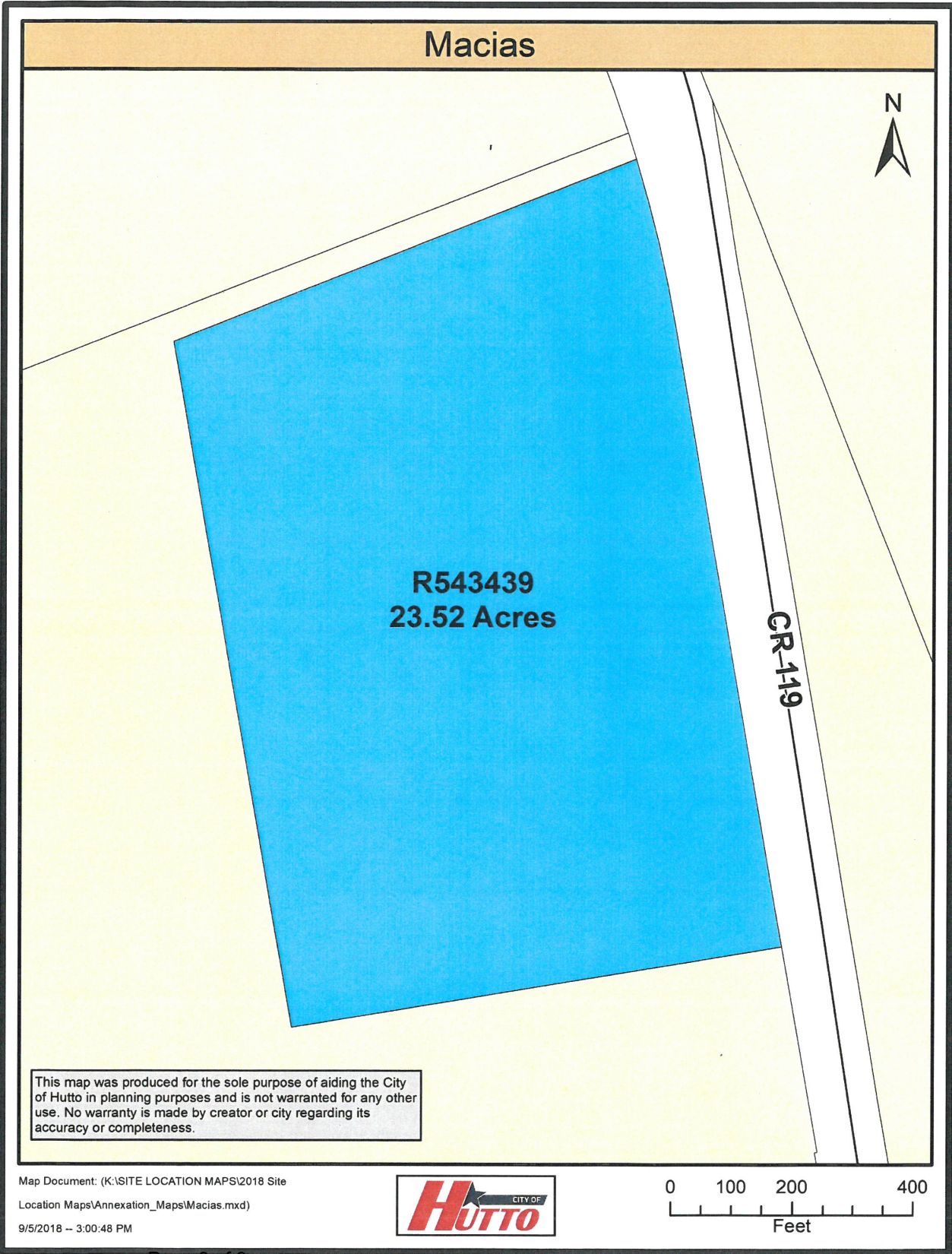
Christine Marie Lucas
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION:

MACIAS TRACT (R543439):

23.52 ACRES BEING A PORTION OF A CALLED 99.918 ACRES OF LAND MORE OR LESS, SITUATED IN THE JAMES SHELTON SURVEY, ABSTRACT NO. 560, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED DATED NOVEMBER 30, 2015 AND RECORDED AS DOCUMENT NO. 2015107741, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



Regular City Council
AGENDA ITEM
9.N.



To: City Council
Subject: Consideration and possible action on a resolution approving the proposed Hutto Highlands Section 2 Phase 3 Final Plat, 42.698 acres, more or less, of land, 114 residential lots, located on CR 133. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The request is for a Final Plat for Hutto Highlands, Section 2 and Phase 3. The plat includes 114 residential lots, 1 detention lot, right-of-way, 1 greenlink lot and 1 drainage easement/greenlink lot, totaling 42.698 acres of land.

A Traffic Impact Analysis was completed by the applicant with the Preliminary Plat. With the study, it was determined that the developer would be required to pay a portion of future improvements to be constructed by the City of the Texas Department of Transportation. The funds are to be collected on a per lot proportionate basis. The applicant pays those fees with the final plat.

The proposed subdivision is located within the Jonah Special Utility District (SUD) CCN for both water and sewer. Services for water and sewer will be provided by Jonah Special Utility District (SUD).

RECOMMENDATION:

This plat has been reviewed and all City comments have been addressed. The proposed Final Plat is in compliance with the applicable subdivision regulations.

ATTACHMENTS:

[\(Res\)HH2-3FP\(Res\)Complete](#)

RESOLUTION NO.

A RESOLUTION APPROVING THE PLAT KNOWN AS "HUTTO HIGHLANDS SECTION 2 PHASE 3 FINAL PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

that the Hutto City Council hereby approves the resolution for the plat known as "Hutto Highlands Section 2 Phase 3 Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **5th** day of the month **September, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

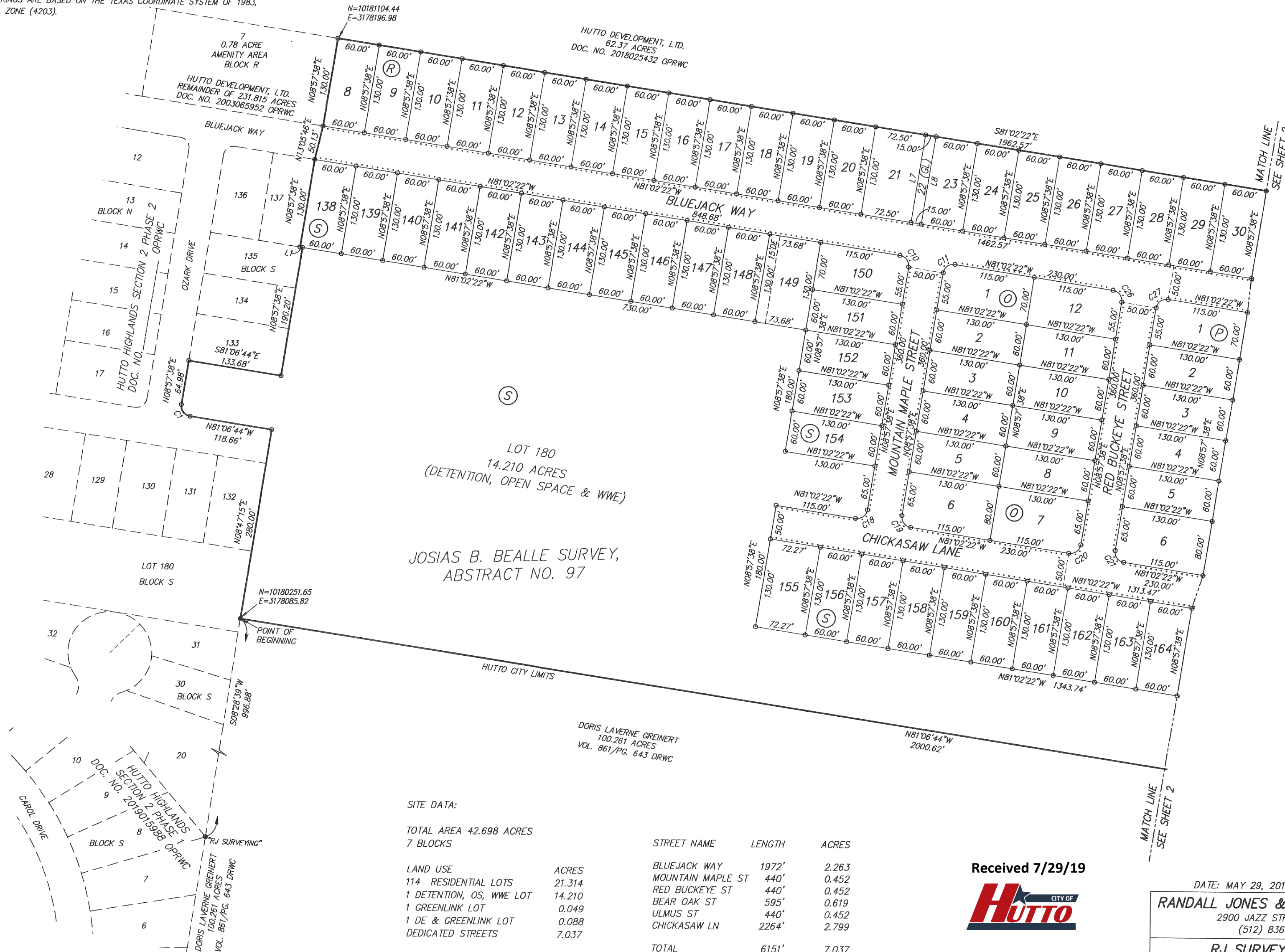
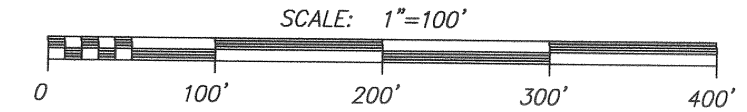
ATTEST:

Lacie Hale, City Secretary

- LEGEND:
- = 1/2" IRON ROD SET WITH "RJ SURVEYING" CAP
 - = 1/2" IRON ROD FOUND
 - = SIDEWALK REQUIRED
 - DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
 - ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
 - OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 - DE = DRAINAGE EASEMENT
 - PUE = PUBLIC UTILITY EASEMENT
 - WWE = WASTEWATER EASEMENT
 - OS = OPEN SPACE
 - GL = GREENLINK

ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).

FINAL PLAT OF
HUTTO HIGHLANDS SECTION 2 PHASE 3
WILLIAMSON COUNTY, TEXAS



JOSIAS B. BEALLE SURVEY,
ABSTRACT NO. 97

SITE DATA:

TOTAL AREA 42.698 ACRES
7 BLOCKS

LAND USE	ACRES
114 RESIDENTIAL LOTS	21.314
1 DETENTION, OS, WWE LOT	14.210
1 GREENLINK LOT	0.049
1 DE & GREENLINK LOT	0.088
DEDICATED STREETS	7.037

TOTAL 42.698

STREET NAME	LENGTH	ACRES
BLUEJACK WAY	1972'	2.263
MOUNTAIN MAPLE ST	440'	0.452
RED BUCKEYE ST	440'	0.452
BEAR OAK ST	595'	0.619
ULMUS ST	440'	0.452
CHICKASAW LN	2264'	2.799
TOTAL	6151'	7.037

Received 7/29/19



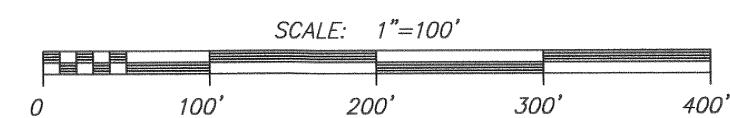
SHEET 1 OF 4 SHEETS

OWNER:
JOHN LLOYD
HUTTO DEVELOPMENT LTD
4720-4 ROCKCLIFF ROAD
AUSTIN, TX 78746

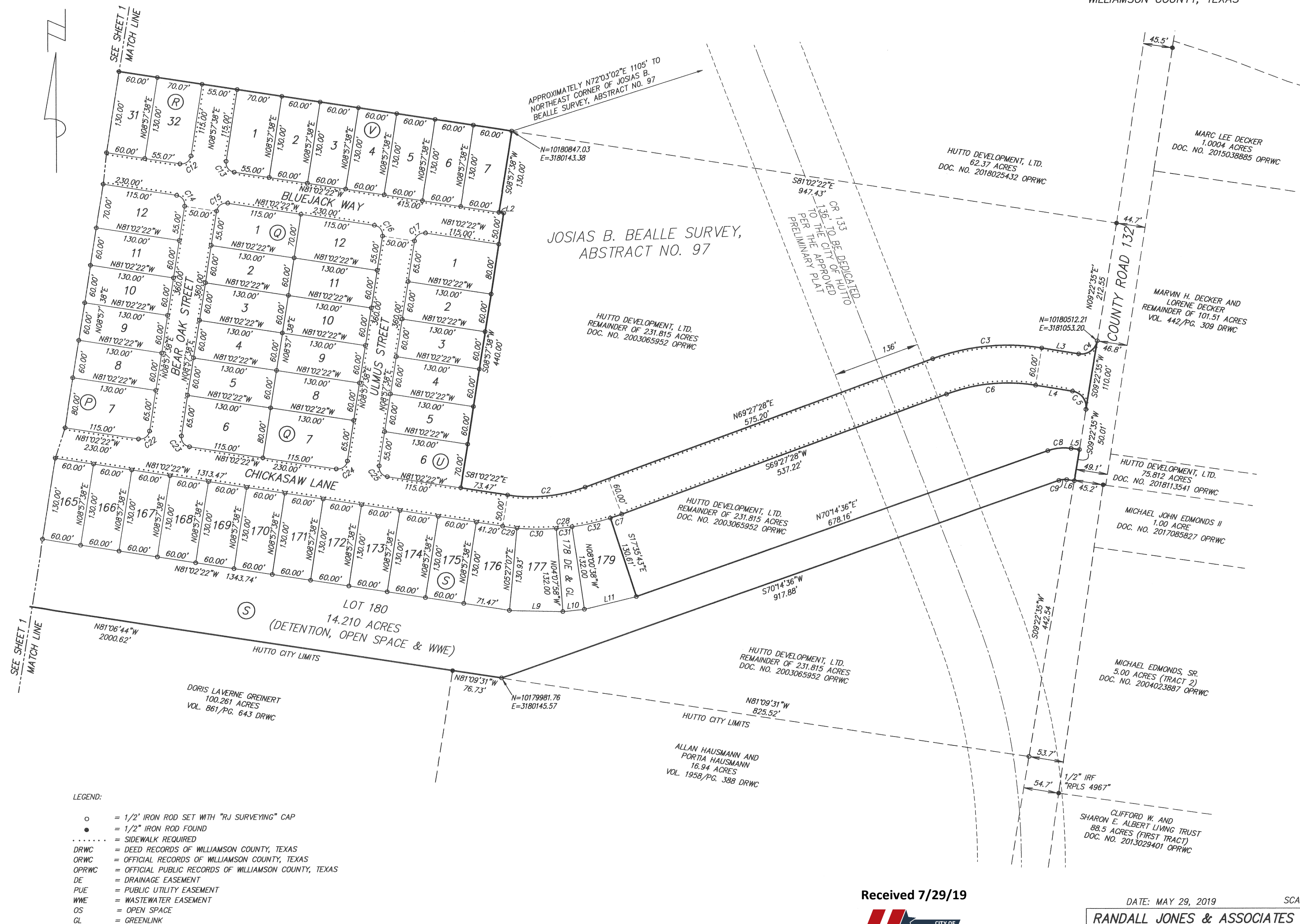
DATE: MAY 29, 2019 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400



FINAL PLAT OF
HUTTO HIGHLANDS SECTION 2 PHASE 3
WILLIAMSON COUNTY, TEXAS



S:\LAND2751-2800\2776-2776-PLAT.dwg 6/13/2019 10:47:52 AM CDT

Received 7/29/19



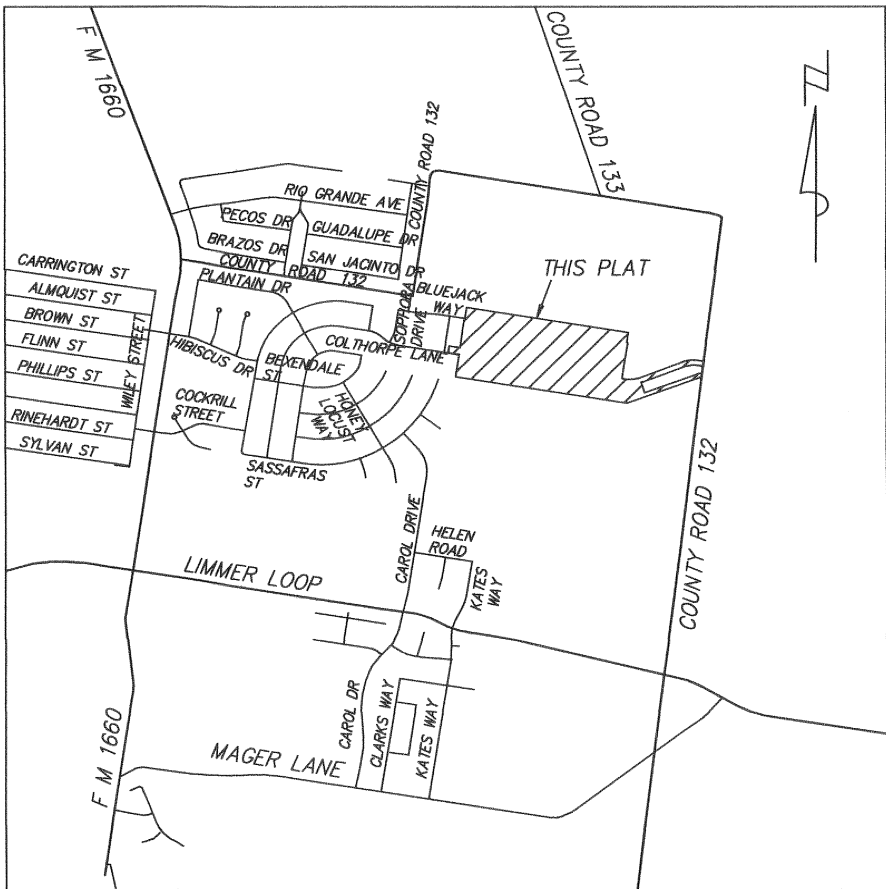
DATE: MAY 29, 2019 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

SHEET 2 OF 4 SHEETS

F-10015400



LOCATION MAP
SCALE: 1" = 2000'

NOTES:

1. THIS PLAT LIES WITHIN CITY OF HUTTO FULL PURPOSE JURISDICTION.
2. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
3. BUILDING SETBACKS LINES SHALL CONFORM TO UDC REQUIREMENTS.
4. A 5' PUE (PUBLIC UTILITY EASEMENT) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES. A 5' PUE (PUBLIC UTILITY EASEMENT) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES. A 3' P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL SIDE LOT LINES.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
6. SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
7. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
8. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH JONAH WATER SUD AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
9. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 48491C0510E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND 4891C0520E, EFFECTIVE DATE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
10. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
11. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE: WATER BY JONAH WATER SUD; WASTEWATER BY JONAH WATER SUD; AND ELECTRIC BY ONCOR
12. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
13. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR ASSIGNS.
14. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER ASSOCIATION. ALL OPEN SPACE LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER ASSOCIATION.
15. THIS SUBDIVISION WILL BE ZONED SF1. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
16. THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOTS IS 55%.
17. ALL LOTS ARE SUBJECT TO BUILDING SETBACK LINES AS FOLLOWS: 25' FRONT YARD SETBACK, 10' STREET SIDE SETBACK, 5' SIDE YARD SETBACK AND 10' REAR YARD SETBACK.
18. OPEN SPACE AND GREENLINK LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
19. GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE UDC.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	23.58	15.00	90°04'22"	N36°04'33"W	21.23
C2	121.75	236.44	29°30'10"	N84°12'33"E	120.41
C3	172.32	330.00	29°55'07"	N84°25'01"E	170.37
C4	39.27	25.00	90°00'00"	N54°22'35"E	35.36
C5	39.27	25.00	90°00'00"	N35°37'25"W	35.36
C6	140.99	270.00	29°55'07"	S84°25'01"W	139.39
C7	18.70	363.56	2°56'49"	S70°55'52"W	18.70
C8	36.69	75.00	28°01'36"	N84°15'24"E	36.32
C9	12.23	25.00	28°01'36"	S84°15'24"W	12.11
C10	23.56	15.00	90°00'00"	N36°02'22"W	21.21
C11	23.56	15.00	90°00'00"	N53°57'38"E	21.21
C12	23.56	15.00	90°00'00"	N53°57'38"E	21.21
C13	23.56	15.00	90°00'00"	N36°02'22"W	21.21
C14	23.56	15.00	90°00'00"	N36°02'22"W	21.21
C15	23.56	15.00	90°00'00"	N53°57'38"E	21.21
C16	23.56	15.00	90°00'00"	N36°02'22"W	21.21
C17	23.56	15.00	90°00'00"	N53°57'38"E	21.21
C18	23.56	15.00	90°00'00"	N53°57'38"E	21.21
C19	23.56	15.00	90°00'00"	N36°02'22"W	21.21
C20	23.56	15.00	90°00'00"	N53°57'38"E	21.21
C21	23.56	15.00	90°00'00"	N36°02'22"W	21.21
C22	23.56	15.00	90°00'00"	N53°57'38"E	21.21
C23	23.56	15.00	90°00'00"	N36°02'22"W	21.21
C24	23.56	15.00	90°00'00"	N53°57'38"E	21.21
C25	23.56	15.00	90°00'00"	N36°02'22"W	21.21
C26	23.56	15.00	90°00'00"	N36°02'22"W	21.21
C27	23.56	15.00	90°00'00"	N53°57'38"E	21.21
C28	187.20	363.56	29°30'10"	N84°12'33"E	185.14
C29	22.26	363.56	3°30'32"	N82°47'37"W	22.26
C30	60.82	363.56	9°35'05"	N89°20'26"W	60.75
C31	24.61	363.56	3°52'40"	N83°55'42"E	24.60
C32	60.82	363.56	9°35'05"	N77°11'49"E	60.75

LINE TABLE		
LINE	BEARING	LENGTH
L1	N81°02'22"W	3.68'
L2	S81°02'22"E	7.50'
L3	S80°37'25"E	57.94'
L4	N80°37'25"W	57.94'
L5	S81°43'49"E	13.01'
L6	N81°43'49"W	12.04'
L7	N08°57'38"E	130.00'
L8	N08°57'38"E	130.00'
L9	N88°35'59"W	82.72'
L10	N83°55'42"E	33.53'
L11	N76°14'11"E	82.70'

Received 7/29/19



SHEET 3 OF 4 SHEETS

DATE: MAY 29, 2019

SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

F-10015400

THAT PART OF THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 231.815 ACRE TRACT OF LAND CONVEYED TO HUTTO DEVELOPMENT, LTD, BY DEED RECORDED IN DOCUMENT NO. 2003065952 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2"IRON ROD FOUND AT THE NORTHWEST CORNER OF A 100.261 ACRE TRACT OF LAND CONVEYED TO DORIS LAVERNE GREINERT BY DEED RECORDED IN VOLUME 861, PAGE 643 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALSO AT A SOUTHERLY INSIDE ELL CORNER OF SAID 231.815 ACRE TRACT, FROM WHICH A 1/2"IRON ROD FOUND WITH "RJ SURVEYING"CAP AT THE MOST EASTERLY NORTHEAST CORNER OF HUTTO HIGHLANDS SECTION 2 PHASE 1 ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2019015988 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC) BEARS, S08°28'39"W A DISTANCE OF 996.88 FEET;

THENCE ACROSS SAID 231.815 ACRE TRACT THE FOLLOWING TEN COURSES:

1. N08°47'15"E A DISTANCE OF 280.00 FEET TO A 1/2" IRON ROD SET;
2. N81°06'44"W A DISTANCE OF 118.66 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
3. NORTHWESTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.58 FEET, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°04'22", AND A CHORD BEARING N36°04'33"W, 21.23 FEET TO A 1/2" IRON ROD SET;
4. N08°57'38"E A DISTANCE OF 64.98 FEET TO A 1/2" IRON ROD SET;
5. S81°06'44"E A DISTANCE OF 133.68 FEET TO A 1/2" IRON ROD SET;
6. N08°57'38"E A DISTANCE OF 190.20 FEET TO A 1/2" IRON ROD SET;
7. N81°02'22"W A DISTANCE OF 3.68 FEET TO A 1/2" IRON ROD SET;
8. N08°57'38"E A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD SET;
9. N13°05'46"E A DISTANCE OF 50.13 FEET TO A 1/2" IRON ROD SET;
10. N08°57'38"E A DISTANCE OF 130.00 FEET TO A 1/2"IRON ROD SET ON THE NORTH LINE OF SAID 231.815 ACRE TRACT AND ON THE SOUTH LINE OF A 62.37 ACRE TRACT OF LAND CONVEYED TO HUTTO DEVELOPMENT, LTD, BY DEED RECORDED IN DOCUMENT NO. 2018025432 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE S81°02'22"E ALONG THE NORTH LINE OF SAID 231.815 ACRE TRACT AND THE SOUTH LINE OF SAID 62.37 ACRE TRACT A DISTANCE OF 1962.57 FEET TO A 1/2" IRON ROD SET, FROM WHICH THE NORTHEAST CORNER OF THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97 BEARS APPROXIMATELY N72°03'02"E A DISTANCE OF 1105 FEET;

THENCE ACROSS SAID 231.815 ACRE TRACT THE FOLLOWING NINE COURSES:

1. S08°57'38"W A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD SET;
2. S81°02'22"E A DISTANCE OF 7.50 FEET TO A 1/2" IRON ROD SET;
3. S08°57'38"W A DISTANCE OF 440.00 FEET TO A 1/2" IRON ROD SET;
4. S81°02'22"E A DISTANCE OF 73.47 FEET TO A 1/2" IRON SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;
5. EASTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 121.75 FEET, SAID CURVE HAVING A RADIUS OF 236.44 FEET, A CENTRAL ANGLE OF 29°30'10", AND A CHORD BEARING N84°12'33"E, 120.41 FEET TO A 1/2" IRON ROD SET;
6. N69°27'28"E A DISTANCE OF 575.20 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
7. EASTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 172.32 FEET, SAID CURVE HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 29°55'07", AND A CHORD BEARING N84°25'01"E, 170.37 FEET TO A 1/2" IRON ROD SET;
8. S80°37'25"E A DISTANCE OF 57.94 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;
9. NORTHEASTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING N54°22'35"E, 35.36 FEET TO A 1/2" IRON ROD SET AT A POINT ON THE WEST LINE OF COUNTY ROAD 132, BEING ALSO ON THE EAST LINE OF SAID 231.815 ACRE TRACT, FROM WHICH A 1/2"IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 231.815 ACRE TRACT, BEING ALSO ON SAID WEST LINE OF COUNTY ROAD 132 BEARS N09°22'35"E A DISTANCE OF 212.55 FEET;

THENCE S09°22'35"W ALONG THE WEST LINE OF SAID COUNTY ROAD 132 AND THE EAST LINE OF SAID 231.815 ACRE TRACT A DISTANCE OF 110.00 FEET TO A 1/2" IRON ROD SET AT A POINT ON A NON-TANGENT CURVE TO THE LEFT;

THENCE ACROSS SAID 231.815 ACRE TRACT THE FOLLOWING NINE COURSES:

1. NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING N35°37'25"W, 35.36 FEET TO A 1/2" IRON ROD SET;
2. N80°37'25"W A DISTANCE OF 57.94 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;
3. WESTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 140.99 FEET, SAID CURVE HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 29°55'07", AND A CHORD BEARING S84°25'01"W, 139.39 FEET TO A 1/2" IRON ROD SET;
4. S69°27'28"W A DISTANCE OF 537.22 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
5. WESTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 18.70 FEET, SAID CURVE HAVING A RADIUS OF 363.56 FEET, A CENTRAL ANGLE OF 02°56'49", AND A CHORD BEARING S70°55'52"W, 18.70 FEET TO A 1/2" IRON ROD SET;
6. S17°35'43"E A DISTANCE OF 130.61 FEET TO A 1/2" IRON ROD SET;
7. N70°14'36"E A DISTANCE OF 678.16 FEET TO A 1/2" IRON ROD SET AT A POINT ON A NON-TANGENT CURVE TO THE RIGHT;
8. EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.69 FEET, SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 28°01'36" AND A CHORD BEARING N84°15'23"E, 36.32 FEET TO A 1/2" IRON ROD SET AT A POINT ON THE WEST LINE OF COUNTY ROAD 132 (VARIABLE-WIDTH RIGHT-OF-WAY), BEING ALSO ON THE EAST LINE OF SAID 231.815 ACRE TRACT;
9. S81°43'49"E A DISTANCE OF 13.01 FEET TO A 1/2" IRON ROD SET;

THENCE S09°22'35"W ALONG THE WEST LINE OF SAID COUNTY ROAD 132 AND THE EAST LINE OF SAID 231.815 ACRE TRACT A DISTANCE OF 50.01 FEET, FROM WHICH A 1/2" IRON ROD SET AT THE SOUTHEAST CORNER OF SAID 231.815 ACRE TRACT, BEING ALSO ON SAID WEST LINE OF COUNTY ROAD 132 BEARS S09°22'35"W A DISTANCE OF 442.54 FEET;

THENCE ACROSS SAID 231.815 ACRE TRACT THE FOLLOWING THREE COURSES:

1. N81°43'49"W A DISTANCE OF 12.04 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;
2. WESTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 12.23 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 28°01'36", AND A CHORD BEARING S84°15'24"W, 12.11 FEET TO A 1/2" IRON ROD SET;
3. S70°14'36"W A DISTANCE OF 917.88 FEET TO A 1/2" IRON ROD SET AT A POINT ON THE SOUTH LINE OF SAID 231.815 ACRE TRACT AND BEING ALSO ON THE NORTH LINE OF A 16.94 ACRE TRACT OF LAND CONVEYED TO ALLEN & PORTIA HAUSMANN BY DEED RECORDED IN VOLUME 1958, PAGE 388 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF SAID 231.815 ACRE TRACT AND IN PART ALONG THE NORTH LINE OF SAID 16.94 ACRE TRACT AND THE NORTH LINE OF SAID 100.261 ACRE TRACT THE FOLLOWING TWO COURSES:

1. N81°09'31"W A DISTANCE OF 76.73 FEET TO A 1/2"IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 16.94 ACRE TRACT, SAME BEING AT THE NORTHEAST CORNER OF SAID 100.261 ACRE TRACT;
2. N81°06'44"W A DISTANCE OF 2000.62 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 42.698 ACRES, MORE OR LESS.
ALL IRON RODS SET HAVE "RJ SURVEYING"CAPS.
ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).

STATE OF TEXAS
COUNTY OF WILLIAMSON

THAT INTERNATIONAL BANK OF COMMERCE, THE LIEN HOLDER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2003065952 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF 42.698 ACRE TRACT AS SHOWN, AND DO FURTHER JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS, ALLEYS, RIGHTS OF WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEED APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "HUTTO HIGHLANDS SECTION 2 PHASE 3".

INTERNATIONAL BANK OF COMMERCE

BY: _____

PRINTED NAME: _____

ADDRESS: _____

ADDRESS: _____

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF ____ 20__.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: _____

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
COUNTY OF WILLIAMSON {

THAT HUTTO DEVELOPMENT, LTD., SOLE OWNER OF THE CERTAIN 231.815 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2003065952 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE 42.698 ACRES OUT OF SAID SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "HUTTO HIGHLANDS SECTION 2 PHASE 3".

HUTTO DEVELOPMENT, LTD.

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

BY: _____
JOHN LLOYD, PRESIDENT
HUTTO DEVELOPMENT, LTD.
4720-4 ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

STATE OF TEXAS {
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN LLOYD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF ____ 20__.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: _____

MY COMMISSION EXPIRES ON: _____

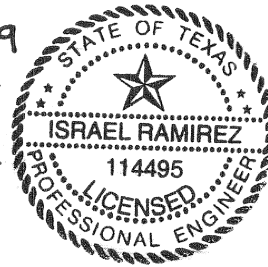
STATE OF TEXAS {
COUNTY OF WILLIAMSON {

I, ISRAEL RAMIREZ, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

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

ISRAEL RAMIREZ
REGISTERED PROFESSIONAL ENGINEER No. 114495
STATE OF TEXAS

RANDALL JONES & ASSOCIATES ENGINEERING INC.
2900 JAZZ STREET
ROUND ROCK, TX 78664
PHONE (512) 836-4793



FINAL PLAT

HUTTO HIGHLANDS SECTION 2 PHASE 3

WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS {
COUNTY OF WILLIAMSON {

I, WILLIAM L. JOHNSON, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CONFIRM THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

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

WILLIAM L. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5425
STATE OF TEXAS

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET
ROUND ROCK, TX 78664
PHONE (512) 836-4793



THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE ____ DAY OF ____ 20__.

DOUG GAUL, MAYOR DATE ____ LACIE HALE, CITY SECRETARY DATE ____

THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HUTTO, THIS THE ____ DAY OF ____ 20__.

ASHBY GRUNDMAN, DEVELOPMENT SERVICES DIRECTOR DATE ____

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF ____ 20__ A.D., AT ____ O'CLOCK, ____M., AND DULY RECORDED THIS THE ____ DAY OF ____ 20__ A.D., AT ____ O'CLOCK, ____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS
BY: _____
DEPUTY

Received 7/29/19



DATE: MAY 29, 2019

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
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(512) 836-4793 FAX: (512) 836-4817 F-9784

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Regular City Council
AGENDA ITEM
9.O.



To: City Council
Subject: Consideration and possible action on a resolution approving the proposed Hutto Square Section 6 Final Plat, 16.015 acres, more or less, of land, 64 residential lots, located on Westfield Drive. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The request is for a Final Plat for Hutto Square, Section 6. The plat includes 64 single family lots, 3 drainage easement lots and right-of-way, totaling 16.015 acres of land.

Services for water and wastewater will be provided by Jonah Special Utility District (SUD), while electric will be provided by Oncor.

RECOMMENDATION:

This plat has been reviewed and all City comments have been addressed. The proposed revised Final Plat is in compliance with the applicable subdivision regulations.

ATTACHMENTS:

[\(Res\)HuttoSquareSec6FP\(Res\)Complete](#)

RESOLUTION NO.

**A RESOLUTION APPROVING THE PLAT KNOWN AS "HUTTO SQUARE
SECTION 6 FINAL PLAT"; IN THE CITY OF HUTTO, WILLIAMSON
COUNTY, TEXAS.**

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

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

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

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

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

that the Hutto City Council hereby approves the resolution for the plat known as "Hutto Square Section 6 Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

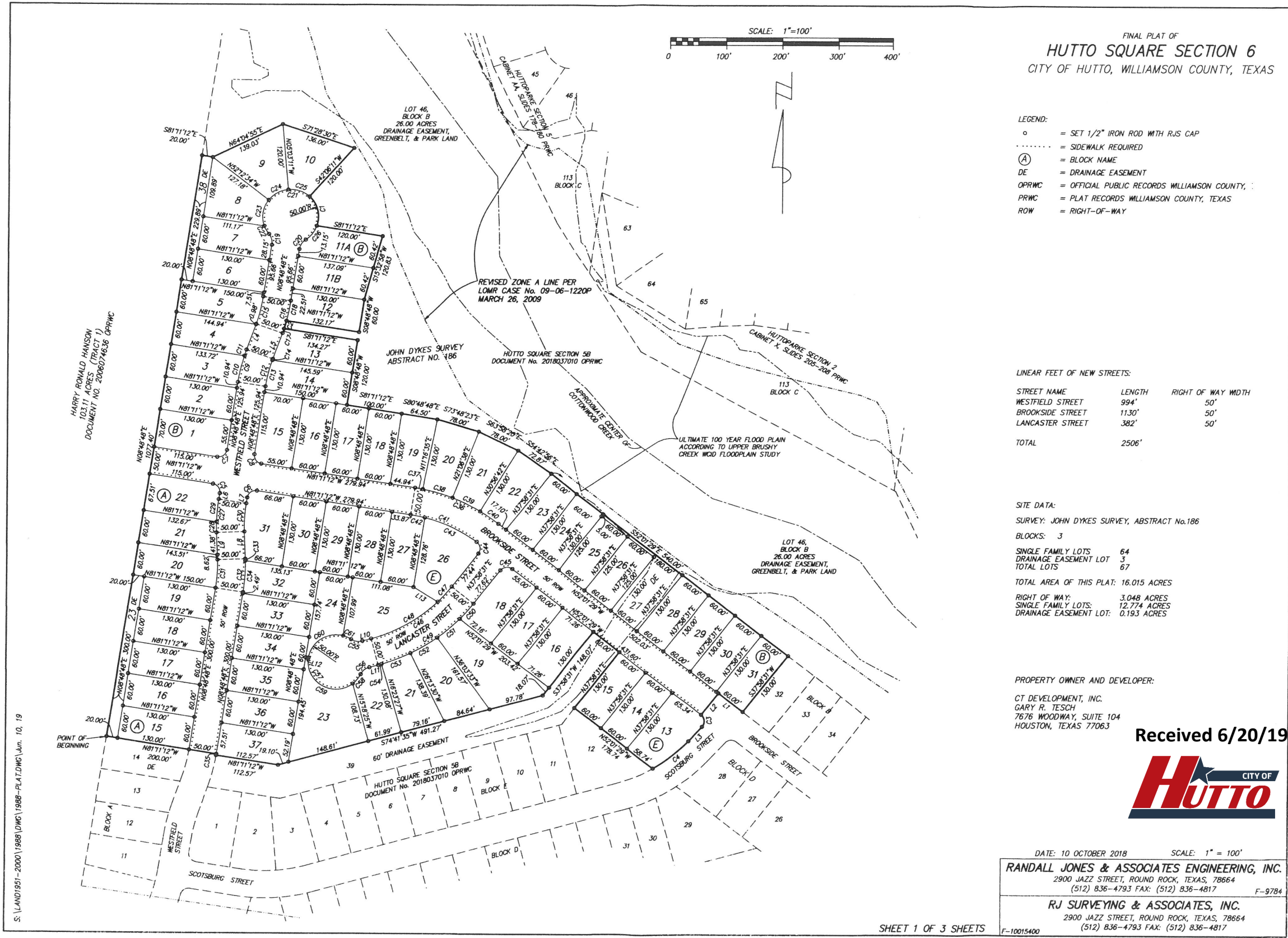
CONSIDERED and RESOLVED on this the **5th** day of the month **September, 2019**.

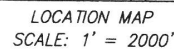
THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary





1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. BUILDING SETBACKS LINES SHALL CONFORM TO UDC REQUIREMENTS.
3. A 10' PUE (PUBLIC UTILITY EASEMENT) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES. A 10' PUE (PUBLIC UTILITY EASEMENT) ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES IS HEREBY DEDICATED. A 5' P.U.E. IS DEDICATED ON EACH SIDE OF ALL SIDE LOT LINES.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
5. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
6. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
7. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
8. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH JONAH WATER SUD AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
9. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE: WATER: JONAH WATER SUD; WASTEWATER: JONAH WATER SUD; AND ELECTRIC: ONCOR.
10. THERE ARE NO LOTS WITHIN THE BOUNDARIES OF THE SUBDIVISION IN THE 100 YEAR FLOODPLAIN. DEED 100-YEAR FIRM MAP NUMBERS 48491C0510E, 48491C0510E EFFECTIVE DATE: OF SEPTEMBER 26, 2008, AS MODIFIED BY LETTER OF MAP REVISION (LOMR) CASE NUMBER 09-06-1220P, DATED 26 MARCH 2009, AND AS DEFINED BY THE UPPER BRUSHY CREEK WCD FLOODPLAIN STUDY.
11. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
12. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
13. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR ASSIGNS.
14. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
15. THE PROPOSED DEVELOPMENT IMPERVIOUS COVER ALLOWED ACCORDING TO THE DRAINAGE REPORT BY RANDALL JONES ENGINEERING & ASSOCIATES, INC., DATED MARCH 14, 2006.
16. THIS SUBDIVISION WILL BE ZONED SF1.
17. ALL LOTS ARE SUBJECT TO BUILDING SETBACK LINES AS FOLLOWS: 25' FRONT YARD SETBACK, 15' STREET SIDE SETBACK, 5' SIDE YARD SETBACK AND 10' REAR YARD SETBACK.
18. LOT 27, BLOCK B, DRAINAGE EASEMENT LOT SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C41	129.84'	275.00'	027°03'08"	N67°39'39"	128.64'
C42	26.17'	275.00'	005°27'10"	N78°27'38"W	26.16'
C43	103.67'	275.00'	021°35'58"	N64°56'04"W	103.06'
C44	24.11'	15.00'	092°06'35"	N08°04'47"W	21.60'
C45	23.56'	15.00'	090°00'00"	N82°56'31"E	21.21'
C46	176.23'	275.00'	036°43'04"	N56°20'03"E	173.23'
C47	37.50'	275.00'	007°48'47"	N41°52'54"E	37.47'
C48	138.73'	275.00'	028°54'18"	N60°14'26"E	137.27'
C49	208.28'	325.00'	036°43'04"	N56°20'03"E	204.73'
C50	37.47'	325.00'	006°36'18"	N41°16'40"E	37.45'
C51	53.10'	325.00'	009°21'38"	N49°15'38"E	53.04'
C52	55.78'	325.00'	009°50'03"	N58°51'28"E	55.71'
C53	55.78'	325.00'	009°50'03"	N68°41'31"E	55.71'
C54	6.15'	325.00'	001°05'02"	N74°09'04"E	6.15'
C55	21.03'	25.00'	048°11'23"	N81°12'44"W	20.41'
C56	21.03'	25.00'	048°11'23"	N50°35'53"E	20.41'
C57	241.19'	50.00'	276°22'46"	N15°18'25"W	66.67'
C58	22.62'	50.00'	025°55'34"	N39°27'59"E	22.43'
C59	119.02'	50.00'	136°23'01"	N59°22'43"W	92.84'
C60	83.55'	50.00'	095°44'21"	N56°40'58"E	74.16'
C61	16.00'	50.00'	018°19'49"	N68°16'57"W	15.93'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N52°01'29"W	55.07'
L2	S37°58'31"W	50.00'
L3	S42°58'31"W	36.27'
L4	N19°36'52"E	50.00'
L5	N19°36'52"E	50.00'
L6	N08°48'49"E	10.95'
L7	N08°48'49"E	10.95'
L8	N01°59'17"W	50.00'
L9	N01°59'17"W	50.00'
L10	N74°41'35"E	16.42'
L11	N74°41'35"E	16.42'
L12	N8°11'12"W	5.00'
L13	N58°22'40"W	51.03'



SHEET 2 OF 3 SHEETS

DESCRIPTION

THAT PART OF THE JOHN DYKES SURVEY, ABSTRACT NO. 186 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT 16.015 ACRE TRACT OF LAND CONVEYED TO CT DEVELOPMENT, INC., BY DEED RECORDED IN DOCUMENT NO. 2018082838 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF LOT 14, BLOCK A, HUTTO SQUARE SECTION 5B ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2018037010 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO AT THE NORTHWEST CORNER OF SAID HUTTO SQUARE SECTION 5B ON THE EAST LINE OF A 103.11 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO HARRY RONALD HANSON BY DEED RECORDED IN DOCUMENT NO. 2006074636 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ON THE WEST LINE OF SAID 68.811 ACRE TRACT;

THENCE N08°48'48"E ALONG THE EAST LINE OF SAID 103.11 ACRE TRACT AND THE WEST LINE OF SAID 68.811 ACRE TRACT, A DISTANCE OF 1077.40 FEET TO A 1/2" IRON ROD SET AT THE SOUTHWEST CORNER OF LOT 46, BLOCK B, OF SAID SECTION 5B AND AT THE MOST WESTERLY NORTHWEST CORNER OF SAID SECTION 5B;

THENCE ACROSS SAID 68.811 ACRE TRACT, ALSO ALONG THE WESTERLY LINE OF SAID LOT 46 AND THE WESTERLY LINE OF SAID SECTION 5A THE FOLLOWING EIGHTEEN COURSES:

1. S81°11'12"E A DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD SET;

2. N64°04'55"E A DISTANCE OF 139.03 FEET TO A 1/2" IRON ROD SET;

3. S71°28'30"E A DISTANCE OF 136.00 FEET TO A 1/2" IRON ROD SET;

4. S42°06'11"W A DISTANCE OF 120.00 FEET TO A 1/2" IRON ROD SET AT A POINT ON A NON-TANGENT CURVE TO THE RIGHT;

5. SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 58.59 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 67°08'34" AND A CHORD BEARING S14°19'32"E, 55.30 FEET TO A 1/2" IRON ROD SET;

6. S81°11'12"E A DISTANCE OF 120.00 FEET TO A 1/2" IRON ROD SET;

7. S15°32'58"W A DISTANCE OF 120.83 FEET TO A 1/2" IRON ROD SET;

8. S08°48'48"W A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD SET;

9. N81°11'12"W A DISTANCE OF 132.17 FEET TO A 1/2" IRON ROD SET AT A POINT ON A NON-TANGENT CURVE TO THE RIGHT;

10. SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 15.15 FEET, SAID CURVE HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 02°40'13" AND A CHORD BEARING S16°46'23"W, 15.15 FEET TO A 1/2" IRON ROD SET;

11. S81°11'12"E A DISTANCE OF 134.27 FEET TO A 1/2" IRON ROD SET;

12. S08°48'48"W A DISTANCE OF 120.00 FEET TO A 1/2" IRON ROD SET;

13. S81°11'12"E A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD SET;

14. S80°48'48"E A DISTANCE OF 64.50 FEET TO A 1/2" IRON ROD SET;

15. S73°48'23"E A DISTANCE OF 78.00 FEET TO A 1/2" IRON ROD SET;

16. S63°58'20"E A DISTANCE OF 78.00 FEET TO A 1/2" IRON ROD SET;

17. S54°42'56"E A DISTANCE OF 72.87 FEET TO A 1/2" IRON ROD SET;

18. S52°01'29"E A DISTANCE OF 540.00 FEET TO A 1/2" IRON ROD FOUND;

THENCE CONTINUING ACROSS SAID 68.811 ACRE TRACT AND ALONG THE WEST LINE OF SAID SECTION 5B THE FOLLOWING FOURTEEN COURSES:

1. S37°58'31"W A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD FOUND;

2. N52°01'29"W A DISTANCE OF 55.07 FEET TO A 1/2" IRON ROD FOUND;

3. S37°58'31"W A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD FOUND AT A POINT ON A NON-TANGENT CURVE TO THE RIGHT;

4. SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 24.87 FEET, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 95°00'00" AND A CHORD BEARING S04°31'29"E, 22.12 FEET;

5. S42°58'31"W A DISTANCE OF 36.27 FEET TO A 1/2" IRON ROD FOUND AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

6. SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 80.00 FEET, SAID CURVE HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 16°40'01", AND A CHORD BEARING S51°18'31"W, 79.71 FEET TO A 1/2" IRON ROD FOUND;

7. N52°01'29"W A DISTANCE OF 178.74 FEET TO A 1/2" IRON ROD FOUND;

8. N37°58'31"E A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD FOUND;

9. N52°01'29"W A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD FOUND;

10. S37°58'31"W A DISTANCE OF 148.07 FEET TO A 1/2" IRON ROD FOUND;

11. S74°41'35"W A DISTANCE OF 491.27 FEET TO A 1/2" IRON ROD FOUND;

12. N81°11'12"W A DISTANCE OF 112.57 FEET TO A 1/2" IRON ROD FOUND AT A POINT ON A NON-TANGENT CURVE TO THE LEFT;

13. NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2.49 FEET, SAID CURVE HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 00°26'23" AND A CHORD BEARING N09°01'59"E, 2.49 FEET TO A 1/2" IRON ROD FOUND;

14. N81°11'12"W A DISTANCE OF 200.00 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 16.015 ACRES, MORE OR LESS.
BEARINGS ARE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).

DEDICATION

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT

CT DEVELOPMENT, INC., BEING THE OWNER OF THAT 16.015 ACRE TRACT OF LAND CONVEYED TO IT BY DEED RECORDED IN DOCUMENT NUMBER 2018082838 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 16.015 ACRES OUT OF SAID TRACT AND DOES HEREBY JOIN, APPROVE AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DOES HEREBY APPROVE THE RECDORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON, UNLESS OTHERWISE INDICATED. THIS SUBDIVISION IS TO BE KNOWN AS "HUTTO SQUARE SECTION 6." SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

CT DEVELOPMENT, INC.

BY: _____

NAME

TITLE

ADDRESS

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, A NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, A.D., 20 _____.

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC PRINTED OR TYPED NAME

SEAL

MY COMMISSION EXPIRES: _____

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT WILLIAM D. MCKINNIE IV, TRUSTEE, 2012 HUTTO SQUARE, LLC, BENEFICIARY, THE LIEN HOLDER OF THAT CERTAIN 16.051 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2018082839 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 16.051 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

WILLIAM D. MCKINNIE IV, TRUSTEE

BY: _____

PRINTED NAME: _____

TITLE: _____

ADDRESS: 7676 WOODWAY, SUITE 104

ADDRESS: HOUSTON

STATE OF TEXAS

COUNTY OF HARRIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 20_____.

BY: _____

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: _____

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATION

I, WILLIAM L. JOHNSON, DO HEREBY CONFIRM THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

William L. Johnson 10 JUNE 2019

WILLIAM L. JOHNSON

R.P.L.S. NO. 5425

STATE OF TEXAS

STATE OF TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR 5425

ENGINEER'S CERTIFICATION

A PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0520E AND PANEL NUMBER 48491C0510E EFFECTIVE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS, AS MODIFIED BY LETTER OF MAP REVISION (LOMR) CASE NUMBER 09-06-1220P.

I, ISRAEL RAMIREZ, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

Israel Ramirez 6.10.2019

ISRAEL RAMIREZ

DATE

LICENSED PROFESSIONAL ENGINEER NO. 114495

STATE OF TEXAS

ISRAEL RAMIREZ

114495

LICENSED PROFESSIONAL ENGINEER

APPROVAL

CITY OF HUTTO

THIS PLAT WAS APPROVED FOR RECORDING BY THE CITY COUNCIL ON THE _____ DAY OF _____, 20_____.

DOUG GAUL, DATE

MAYOR

LISA L. BROWN DATE

CITY SECRETARY

STATE OF TEXAS

COUNTY OF WILLIAMSON

I, NANCY E. RISTER, CLERK OF WILLIAMSON COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, A. D. _____, AT _____ O'CLOCK _____ M. AND DULY RECORDED ON THE _____ DAY OF _____, A. D. _____ AT _____ O'CLOCK _____ M IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT No. _____.

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

NANCY RISTER, COUNTY CLERK,

WILLIAMSON COUNTY, TEXAS

BY: _____

DEPUTY

DATE: 11 OCTOBER 2018

RANDALL JONES & ASSOCIATES ENGINEERING, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664

(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664

(512) 836-4793 FAX: (512) 836-4817

F-10015400

Received 6/20/19

HUTTO CITY OF

SHEET 3 OF 3 SHEETS

Regular City Council
AGENDA ITEM
10.A.



To: Regular City Council
Subject: Consideration and possible action on the first reading of an ordinance making appropriations for the support of the City of Hutto Fiscal Year October 1, 2019 through September 30, 2020, and adopting the annual budget of the City of Hutto for Fiscal Year 2019-2020
Meeting: Regular City Council - 05 Sep 2019
Department: Finance
Staff Contact: Michel Sorrell

BACKGROUND INFORMATION:

The proposed Fiscal Year 2019-2020 Budget was presented on August 1, 2019. The required Public Hearing was held on August 22, 2019. Per City Charter, the City Council must adopt the budget on or before the last day of the last month of the current fiscal year.

FINANCIAL IMPACT:

The ordinance to adopt the Fiscal Year 2019-2020 Budget establishes appropriations for the 2020 Fiscal Year. The Proposed Fiscal Year 2019-2020 Budget is predicated on a tax rate of \$0.631351.

The attached Proposed Fiscal Year 2019-2020 Budget was discussed in several City Council workshops as well as the formal presentation on August 1, 2019. The budget as presented contains fund summaries, the fiscal and budgetary policy, boards and commission information, definitions and acronyms.

The Proposed Fiscal Year 2019-2020 Budget is on the City website at www.huttotx.gov along with the required publications.

RECOMMENDATION:

Staff recommends the Council approve the first reading of the ordinance. Approval must be made through a roll call vote.

ATTACHMENTS:

[Ordinance - Budget 2019- 2020](#)

[FY20 Draft Budget - Council August 1 2019 \(CLEAN & Signed\)](#)

ORDINANCE NO. _____

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF HUTTO FOR THE FISCAL YEAR OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF HUTTO FOR THE 2020 FISCAL YEAR; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, AND OPEN MEETING CLAUSE.

WHEREAS, the budget for the fiscal year October 1, 2019 through September 30, 2020, was duly presented to the City Council and a public hearing was ordered by the City Council and a public notice of said hearing was caused to be given by the City Council and said public hearing was held according to said notice.

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

SECTION I.

That the appropriations for the fiscal year October 1, 2019 through September 30, 2020 for the support of the general government of the City of Hutto be fixed and determined for said terms in accordance with the expenditures shown in the City's 2020 fiscal year budget, a summary of which is appended hereto as Exhibit A.

SECTION II.

That the budget, as shown in words and figures in Exhibit A, is hereby approved in all respects and adopted as the City's budget for the fiscal year October 1, 2019 through September 30, 2020.

SECTION III.

That there is hereby appropriated the amount shown in said budget the required funds to provide for an Interest and Sinking Fund for the payment of the principal and interest and the retirement of the bonded debt of said City.

SECTION IV. Publication Clause

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

SECTION V. Severability Clause

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

SECTION VI. Repealing Clause

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

SECTION VII. Open Meeting Clause

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

SECTION VIII.

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

READ and **APPROVED** the first reading on the **5th** day of **September, 2019** at a regular called meeting of the City Council of the City of Hutto, there being a quorum present.

READ, APPROVED and **ADOPTED** on the second reading this **19th** day of **September, 2019** at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary



Mayor
Doug Gaul

Mayor Pro-tem
Tom Hines

Council Members
Scott Rose, Place 1
Tom Hines, Place 2
Mike Snyder, Place 3
Peter Gordon, Place 4
Patti Turner, Place 5
Tanner Rose, Place 6

City Manager
Odis Jones

Mayor and City Council,

It is my honor to present to you the FY 2019-20 Budget for your consideration. This budget was carefully constructed to meet the growing needs of the Hutto community. The FY 2019-20 Budget continues Hutto's conservative financial approach, while balancing the strains associated with growth, aging infrastructure, and the desire to grow and expand programs and services to meet a higher level of citizen demands. This budget reflects the voters support for the November 2018 Bond Election, which called for improvements and expansion in streets, public safety and parks.

Driving these issues is Hutto's phenomenal growth. Hutto is in the midst the largest economic boom in its 108-year history since being incorporated in 1911. The City has added more than 2,244 homes within the last six years and expects to add more than 450 in 2019 alone. These 450 homes will add approximately 1,350 new residents who need services. This remarkable residential expansion is not expected to slow as new subdivisions are continuing to develop. While this growth results in many positives, it also brings challenges. Our roadways are becoming congested. There are increased demands on our infrastructure. Much of the infrastructure in Hutto's historic downtown has not been updated. Infrastructure in subdivisions that have sprung up in the last 10-15 years is now in need of maintenance. There are more people in need of services from Public Safety, Public Works, Library, Parks and Recreation and Streets and Drainage. New subdivisions brought on by development have increased the workload of Development Services and Public Works staff who are responsible for the upkeep of the City's infrastructure. Support service staff are also being stretched as there are more grants, projects, increased financial complexity and transparency to manage.

Hutto is at a crossroad in its development. The decisions made today will have long lasting impacts on the community and will affect future generations of Hutto residents. Choices made today on topics such as a well-balanced and diversified economy, public safety, fiscal responsibility, quality of life and services and infrastructure and growth will shape the future of Hutto. It is no wonder that the City Council identified these topics as their highest priorities. This proposed budget and work plan was shaped to enable City staff to accomplish the policy that City Council has set.

As the City begins growing and expanding infrastructure, including public safety infrastructure, it is imperative that a long-term plan, including strategies and funding sources, be developed. The City Council did just that by adopting a new Strategic Plan in May 2017 by resolution, updating the plan in June 2018, and again adopting by resolution and updated plan in March 2019. This budget, along with a recent GO Bond election, addresses the above needs by adding critical staff, equipment, and funding.

Overall, these changes help develop economic growth to diversify the tax base, bringing in additional property and sales tax revenue, easing the burden on residents, and continuing the implementation of the infrastructure master plans.

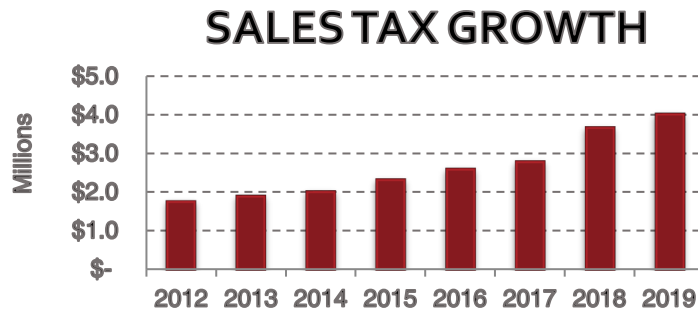
While the community continues to grow, the City has been trying to keep pace with staffing levels needed to serve the expanding population. The City of Hutto had 134.75 FTEs, or “full-time equivalents,” at the beginning of 2019, which gave Hutto a staffing ratio of 4.84 staff per 1,000 residents. This was the lowest staffing ratio of all of Hutto’s benchmark cities, with the average ratio being 7.14 per 1,000 residents. To keep up with the ever-increasing needs of the community and residents, the City added staff and resources to support the programs and services throughout the community, as well as to maintain the City’s investment in its infrastructure. During 2019 the number of FTEs rose to 162.5 and with a population of approximately 30,448, this increased the staffing ratio to 5.34 staff per 1,000 residents. The average ratio for all of the benchmark cities was 7.35. The proposed budget will continue to add employees and proposes to add nineteen (19) FTEs, including two (2) police officers, one (1) sergeant, ten (10) command staff positions (911 Dispatcher and Operators), one (1) program recreation coordinator (part-time to full-time), one (1) multimedia specialist, one (1) fleet maintenance technician, one (1) facility maintenance technician, one (1) utility crew leader, and one (1) utility technician. These, of course, will be staged throughout the year to ensure appropriate timing of cash flows are met. After next fiscal year, the City should not have any immediate needs for additional staff outside of continued normal growth.

City	Population Estimate as of 9/2018	Full Time Equivalents (FTE) Beginning of FY 2019	FTE Ratio per 1,000 Citizens
<i>Average</i>			<i>7.35</i>
Hutto	30,448	162.5	5.34
Belton	22,078	171.5	7.77
Cedar Park	79,104	484.50	6.12
Cibolo	30,225	139.28	4.61
Georgetown	63,227	710	11.23
Kyle	43,417	221	5.09
Leander*	49,234	290.65	5.90
Little Elm	44,372	266.7	6.01
Pflugerville	64,260	402	6.26
Round Rock	112,201	965	8.60
Seguin	31,218	375	12.01
Taylor	16,982	157	9.25

Note: All population and FTE numbers came from each respective city’s FY18 annual report.

*Population for this City was not listed in annual report.

Economic Outlook



Hutto is positioned for a prosperous future. Hutto's location at the intersection of US Hwy 79 and State Highway 130 makes Hutto a convenient location and easily accessible. Because of this, Hutto also benefits from growth that is occurring regionally.

The construction of the Brushy Creek Park Amphitheater, Innovation Business Park, Co-Op

Entertainment District, which houses the new City Hall, along with several new restaurants and retail outlets, and the newly announced Perfect Game has positively impacted revenue for Hutto. This positive revenue impact will only continue to increase as the City builds out. Job growth in the Austin-Hutto MSA is strong each month and unemployment is a low 2.8% as of May 2019.

The Co-Op Entertainment District:



The City of Hutto will have a mixed-use lifestyle development anchored by the Historic Commercial Downtown and the new City Hall. The Co-Op District is being developed by MA Partners from Austin. The City of Hutto and MA Partners formed a private/public partnership to bring a one-of-a-kind destination to the region. The project will be a 700,000 square foot development that is a mixed-use, walkable district planned for high-density residential, retail, entertainment, hotel amphitheater, movie theater and restaurants, along with a civic center and offices. This entire development is approximately 35 acres in size.

The development will have both a Public Improvement District (PID) and a Tax Increment Refinance Zone (TIRZ) component in the financing plan.

Proposed Development Plan includes:

- Restaurants (33,500 sq.ft. of space available)
- Retail/Office space (239,000 sq.ft. of space available)
- Banks (3,000 sq.ft. of space available)
- Multi-family units (236 units available)
- Hotels (140 units available)
- City Hall (40,000 sq.ft.)
- Entertainment (39,000 sq.ft. of space available)

This development has already attracted high-quality tenants with an emphasis on Austin brands. The following iconic Austin brands have announced as tenants in the Co-Op District:

- Flix Brewhouse (39,000 sq.ft.)
- Top Notch Hamburgers (8,000 sq.ft.)
- Southside Market and BBQ (5,000 sq.ft.)



The Project will include an initial period of construction lasting 4 years where \$208 million will be spent to construct new buildings and other real property improvements. Over a 20-year period the City will receive approximately \$23.7 million net benefits from the development. The Project is estimated to support an average of approximately \$240.8 million in new non-residential taxable property value each year over the next 20 years. Additionally, there are 210 workers directly employed by the Project, with initial anticipated earnings of approximately \$45,000 per year on average. The development is also expected to create jobs aside from construction, retail, hospitality, maintenance and others.



Perfect Game Development:

The City of Hutto will have a state-of-the-art baseball-field baseball complex that will serve as the new headquarters of Perfect Game Baseball and add to the vibrancy of the Parks System in Hutto. In addition to the park aspect of the project, this development will also be the newest mixed-used development in the community, bringing over 2,000 residential and multi-family units, over 250,000 sq.ft.. of retail and office space, over 3 new hotels, and an indoor sports and event center to the City.

The entire development is approximately 170 acres in size. The project, a partnership between Perfect Game, Sports Facility Advisory and Sports Facility Management (SFAISFM), the Developer, and the City of Hutto, is anticipated to generate more than \$800 million in private investment.

In addition to the 66 permanent jobs which come with the PG Headquarters relocation, the development will support the creation of thousands of jobs ranging from construction, retail, hospitality, maintenance and more.

Master Plan Amenities include:

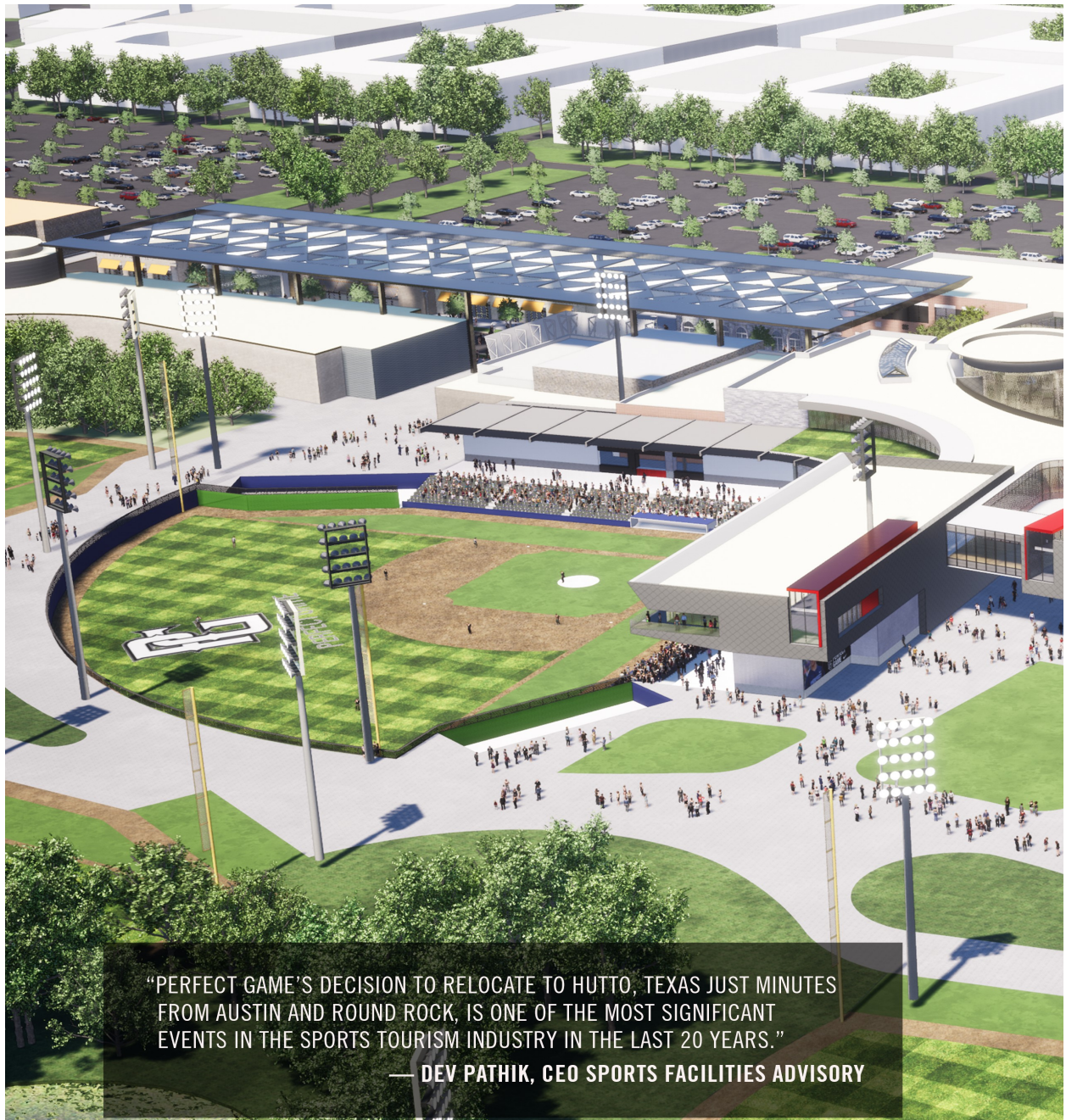
- Perfect Game Headquarters (~61,600 sq.ft..)
- Perfect Game Hall of Fame
- Sports-Field Complex
 - 2 Championship Stadiums
- Indoor Sports Facility / Event Center (~150,000 sq.ft..)
- Batting Cage Pavilion
- Green Space / Plaza
- Entrance Water Feature
- Surface Parking ~3,000 spaces
- Sports Medicine Research Facility (~48,000 sq.ft..)
- Sports Technology Research (~13,000 sq.ft..)
- Training Facility + Dorms (with Sports Tech)
- Event Center Hotel (Full Services with ~200 keys)
- Additional Hotel Pads
 - 2-4 hotels (200-600 keys)
- Residential / Multi-family Units
 - ~100 Townhome Units
 - ~1,930 Multi-family Units
- Office Space (~134,000 sq.ft..)
- Retail (~250,000 sq.ft..)
- Restaurants

The development will be completed in phases, with the first phase scheduled to be completed by Memorial Day 2021. The Perfect Game aspect of the development is anticipated to bring over 517,000 non-local visitors in the first year and over 630,000 visitors by the fifth year. These non-local visitors will generate over 138,000 room nights within the first year and over 169,000 room nights annually by the fifth year. Annually, the economic impact of the Perfect Game development from direct spending is estimated to be over \$200 million.

The economic impacts mentioned above does NOT consider any activity happening at the indoor sports facility / event center, but rather only considers the programming set forth for the Perfect Game development. We would anticipate the annual number of unique visitors, annual room nights, and annual economic impact from direct spending to increase.

The development will have both a Pubic Improvement District (PID) and a Tax Incremental Refinance zone (TIRZ) component in the financing plan.





The economic indicators in Hutto point towards a vibrant local economy. The phenomenal residential growth, as well as the new commercial growth, is occurring at its fastest rate in Hutto's history. Sales tax collections continue to do well with all of the new development. As of June 2019, collections were 16.7% over the prior year. Sales tax collections are conservatively projected to rise 15% in FY 2019-20. The development of more homes and more retail will continue to spur the sales tax growth, which has consistently climbed over the last two years at a 21% average growth.

Home values have also experienced steady increases in appraised values which are confirmed by strong sales numbers and a low inventory. Average home values in Hutto have steadily risen from \$164,745 in FY 2014-15 to \$183,267 in FY 2015-16, \$215,813 in FY 2016-17, \$244,990 in FY 2017-18 and are now \$260,515 (as per www.movoto.com)

The City Council met in 2017 to implement a new Strategic Guide and Execution Plan. The plan is reviewed and updated annually. Below are excerpts from the Strategic Guide:

VALUES

RESPONSIBLE

We expect those acting on behalf of the organization to consistently show responsibility. Being responsible entails being trustworthy to do what is in the best interest of the community and the City organization and being accountable for our own individual actions.

SAFE

We expect those acting on behalf of the organization to consistently have a high regard for the safety of all involved, including our residents, visitors, volunteers, employees, and their property. The value of safety includes actions taken to promote the safety of the public (i.e., police services, fire services, emergency medical services and the like) as well as design of our infrastructure, operational policies, and the working conditions provided to our employees. Recognizing that some elements of the work of the City of Hutto come with a level of inherent danger, our goal is to mitigate that danger to the extent reasonable.

AUTHENTIC

We expect those acting on behalf of the organization to act with authenticity. Hutto is a unique community with a particular history, culture and character, and being authentic entails being genuine in both words and deeds to both the individual character and the character of the community as a whole.

PROGRESSIVE

We expect those acting on behalf of the City of Hutto to seek creative solutions to problems. Being progressive entails making use of new or different methods, opportunities, and ideas with the intention of advancing the practice or outcome farther and faster than it would under the status quo.

Vision Statement

Hutto, Texas is a family-friendly community that provides superior public safety, outstanding fiscal responsibility, diversified economy, and an exceptional quality of life.

STRATEGIC FOCUS AREAS

Strategic Focus Areas directly support the Vision and Values. These are the broad areas that the City is intentionally placing an intense focus upon. Below are the five Strategic Focus Areas of the City of Hutto.



OBJECTIVES

Objectives within this plan are the primary areas that the City is intending to noticeably make changes to in the relative short term in furtherance of its Vision. Objectives are more specific and direct than Strategic Focus Areas, but in most cases are not discreet, achievable goals in and of themselves. Objectives are designed so that if the organization makes significant progress towards the Objectives, it will have made significant progress towards achieving the Vision.

Generate a strategic path forward for enhancing the public safety apparatus, including police, fire, and emergency medical services.

Create an aggressive, progressive economic development strategy for the community.

Create an "open for business" culture throughout the organization.

Maintain a positive and inspired workforce

Enhance mobility within the City

Implement a quality city-wide customer service program.

Enhance the overall governance of the community.

Construct and maintain infrastructure at the desired levels of service.

Ensure responsible fiscal stewardship through transparency and reporting.

Maintain an environment and quality of life that encompasses a safe, friendly, and entertaining atmosphere for all ages.

FY 2019-20 BUDGET CALENDAR

DATE	DESCRIPTION
July 11, 2019	Special City Council Work Session (Thursday) – Budget Overview, Council's Budget Goals & Objectives, Tax Rate Scenarios, and Proposed FY 20 Budget Overview
July 25, 2019	Deadline for Williamson County Appraisal District to Certify Tax Roll
August 1, 2019	Regular City Council Meeting – Budget Presentation with CIP (Overview), Record Vote on Tax Publication
August 15, 2019	Regular City Council Meeting – 1 st Public Hearing on Setting Tax Rate
August 22, 2019	Special Called City Council Meeting – Budget Public Hearing; 2 nd Public Hearing on Setting of Tax Rate – (Must take action even if it is to table the budget)
September 5, 2019	Regular City Council Meeting – 1 st Reading of Ordinance approving the budget; 1 st Reading of Ordinance Levying and Ratifying Ad Valorem Taxes; 1 st Reading of Ordinance approving the EDC budget
September 19, 2019	Regular City Council Meeting – 2 nd Reading of Ordinance approving the budget; 2 nd Reading of Ordinance Levying and Ratifying Ad Valorem Taxes; 2 nd Reading of Ordinance approving the EDC budget
October 1, 2019	Budget New Year Begins

Budget Process

The City of Hutto uses a priority-based budgeting process.

The City of Hutto annually budgets operating revenues and expenditures by two types of funds: Governmental Funds and Proprietary Funds. The City uses a total of fourteen separately and independently budgeted funds to carry out the day-to-day operations of

the City. A fund is generally defined as a fiscal and accounting entity that has its own self-balancing set of accounts recording cash and other financial resources, as well as any liabilities or residual equities or balances. Normally funds are segregated for the purpose of carrying out specific activities, or attaining certain objectives in accordance with special regulations, restrictions or limitations.

Governmental funds are used for tax supported general government activities and include the General Fund, General Debt Service Fund, Special Revenue Funds, General Capital Projects Fund, and the Streets, Drainage and Grounds Maintenance Fund. Proprietary funds (funds that operate more like a business enterprise) include the Utility Fund, Impact Fee Fund, Utility CIP Fund, and Utility Debt Service Fund.

Each fund is budgeted separately and includes its own financial statement. The Hutto Economic Development Corporation (HEDC) is the City's 4B Economic Development Corporation. The HEDC budget is developed by HEDC staff and board members. The HEDC budget is adopted by both the seven-member board and the City Council. The HEDC budget is not included in this proposed budget. The financial information for the HEDC is included in the annual financial report for the City.

Gather Information

The City Council is consulted throughout the year. Their response and feedback are considered during budget review and analysis of budget requests. The Council annually adopts budget priorities. Following the Council elections, the City Council holds a retreat to discuss the budget priorities and strategic issues important to Hutto's future. The budget priorities are incorporated where possible in the adopted budget. The budget priorities for the upcoming fiscal year are addressed in the opening pages of this document and in the Budget Transmittal Letter section as well as the updated Strategic Plan and Execution Guide adopted May 2017 and updated March 2019.

Update Strategic Plans

Each year staff reviews and updates strategic plans used to properly plan for the City's growth. The City Council adopted a new Strategic Plan and Execution Guide in May 2017 and updated it in June 2018 and March 2019. This document connects short-term initiatives with long-term strategic priorities identified by the City Council. Adjustments are made as needed based on service demands and assessments. Future budget requests are guided by goals and priorities identified in the strategic plans. Costs for capital improvements are updated with the help of the City Engineer. Fiscal forecast projections and estimates are updated based on trend analysis, expected growth due to residential and commercial expansion, and other anticipated factors.



Revenue Projections

Revenue projections for the new fiscal year begin mid-year of the current fiscal year. Projections are based upon consultations with state and local agencies, trend analysis, anticipated changes in the local and regional economy, and discussions with directly associated staff. Although beginning earlier, revenue projections occur concurrently with departmental budget development, and extends until the budget is adopted based upon the receipt of new information.

Budget Development

The budget is prepared to promote fiscal responsibility and ensure superb service delivery to Hutto citizens. In preparing the budget, departments are asked to review existing programs, make cuts where appropriate, and calculate the resources needed to provide the current or base level service in the next fiscal year. These base budgets do not include any new programs, but costs may fluctuate from year to year due to inflation and other market conditions. After establishing base budget requests, departments are asked to factor in budget enhancements to the budget requests based on the budget priorities adopted by the City Council. Budget enhancements are costs related to new or expanded programs, including new personnel, supplies, and equipment.

During the budget development stage, the City Manager and Finance Department work with department and division managers to analyze requests, provide advice and lend assistance. Program goals, objectives, and measures are evaluated during the budget development to determine the effectiveness and efficiency of program activities to determine appropriate levels of funding. Staff work sessions are held to discuss goals and performance indicators, as are one-on-one consultations for the development of cost estimates. As the City encourages a participatory style of leadership, input is gathered from each employee, the leadership team, and appropriate employee committees during the budget development process.

The budget is drafted in accordance with the City's Charter, state law, and also the City's Fiscal and Budgetary Policy. The Fiscal and Budgetary Policy provides additional guidelines in regard to Financial Planning, the Budget Preparation Process, Revenue and Expenditure Management, Staffing, Economic Development, Intergovernmental Relations, Capital-Asset Management, Financial Reporting, and Debt Management. The Fiscal and Budgetary Policy is included in this budget document before the Glossary.

Budget Workshops and Public Hearings

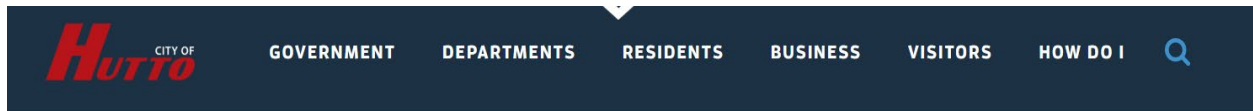
Budget work sessions are held with the City Council in open meetings to review and discuss the proposed budget. Citizen input is gathered through public hearings.

Budget Adoption and Maintenance

Budget adoption occurs in September after City Council deliberations and public hearings. The City Council may take action to modify the proposed budget per its discretion. The City Council also adopts a tax rate to support the adopted funding levels.

An adopted budget is compiled and published during the first months of the new fiscal year. Budget maintenance is a year-round activity for department and division directors, the City Manager, and the Finance Department. Mid-year program evaluations use performance measures to identify poorly performing programs so that adjustments may be made accordingly. Control mechanisms include the submission of monthly financials and budget to actual reports to City Council, monthly review of expenditures by the City Manager and Finance Department, and authorization to purchase from the City's Finance Department. The City Manager may move appropriations from account to account; however, budget amendments resulting in a decrease or increase of total appropriations must be approved by ordinance by the City Council.

FY 2019-20 BUDGET OVERVIEW



Budget Overview

The proposed FY 2019-20 Budget for the City (not including EDC) totals \$32,888,290 in operating expenses, approximately \$46,077,541 for new capital projects, (of which \$39,978,000 are paid for by bond proceeds), and \$11,512,526 for debt services associated with past and ongoing capital projects. Operating revenues for the budget totals \$38,459,079. The ongoing operating expenses plus the associated debt service payments and cash-funded capital projects exceed the proposed ongoing revenues of the City in the current fiscal year, making the proposed FY 2019-20 Budget, much like the past few years, a year which will decrease our overall fund balance; however, it will remain above our reserve requirements. This is to be expected during years of growth as the City situates itself for this growth by spending excess reserves to hire additional staff and build out the additional infrastructure that will be needed to drive the growth, as well as procure lucrative economic development agreements to ensure a steady supply of local jobs as a vibrant local community develops.

Budget Priorities

The City Council began working on a new Strategic Plan in the first quarter of 2017. There were several retreats with City Council and City Staff, as well as meetings with Boards and Commissions, and informal and formal public meetings to obtain insight and feedback from many stakeholders to develop the new Strategic Plan & Execution Guide, which was also then updated in June of 2018, and in March of 2019. The proposed FY 2019-20 Budget is intended to align with the Strategic Plan & Execution Guide.

General Fund

The General Fund is the largest fund of the City and accounts for the general service and operations. The General Fund is where services such as Police, Development Services, Public Works, Parks and Rec, and Administration are budgeted. The majority of the City's employees are funded out of the General Fund.

The General Fund revenue budget totals \$18.2 million, which is an increase over the prior year's adopted budget of \$15.3 million. General Fund expense budget totals \$20.1 million, which is an increase over the

	FY2017-18	FY2018-19	Proposed FY2019-20 (Rollback)	Change
O&M Rate	\$0.416482	\$0.389301	\$0.397768	\$0.008
Debt Rate	\$0.098689	\$0.12587	\$0.233583	\$0.107
Total Tax Rate	\$0.515171	\$0.515171	\$0.631351	\$0.116

prior year's adopted budget of \$15.6 million. The General Fund budget is proposed ad valorem rollback rate of \$0.631351 per \$100 of valuation. The rollback tax rate, is the highest rate that the City may propose without risk of an election petition. The

current rollback rate is 8% for FY 2019-20 budget planning purposes. These rules will change for the budget process in FY 2020-21.

The proposed rate includes the debt service increase (I&S) from GO Bond funded projects. In November 2018, voters overwhelmingly approved Proposition A, Proposition B, and Proposition C. The major projects included streets and drainage, parks, and public safety, totaling \$125 million.

The proposed ad valorem tax rate will produce additional revenue to cover the increase in public safety, public works, and an increased level of service demanded by citizens, as well as new debt service from the 2019 GO Bond election. As commercial and multi-use development, along with residential growth, continues to happen along the trend of the past year, the City's tax base is expected to continue to grow and diversify, eventually easing the burden on Hutto residents.

General Fund Personnel Enhancements for FY 2019-20 include: two (2) additional patrol police officers, one (1) sergeant, ten (10) command staff (911 operators), all proposed to come on the last quarter of the year; one (1) social media intern to assist with the increase in social media demands, one (1) additional fleet technician to accommodate the growing vehicle and equipment needs of the City, one (1) additional building technician to address janitorial and maintenance needs for the City facilities, and a 3% merit, which aligns with the Council adopted Strategic Plan, and a cost of living increase.

General Fund Equipment and Other Enhancements for FY 2019-20 include information technology and software upgrades, necessary vehicles and equipment for public safety, facility and fleet, and other city departments.

Utility Fund

The Utility Fund is the second major operating fund of the City. It accounts for the City's water and wastewater system. Utility Fund budgeted operational revenues total \$11.5 million. A utility rate study was conducted in 2017. Wastewater rates were increased by 25% in FY18. The rate increase was needed in order to maintain utility fund reserve requirements, invest in new infrastructure to allow expansion of the tax base, and meet debt service obligations for utility projects. Additionally there is a transfer in of \$1.5 million in impact fees, as well as a transfer from the Solid Waste Fund for \$450,000, that will be utilized to service the debt payments, and natural attrition which is realized through the year.

Utility Fund budgeted operational expenses are proposed to total \$6.6 million, with an additional \$7 million to be spent on debt service requirements through a transfer out to the debt service fund. The majority of expenses in the Utility Fund are for contractual obligations, such as water purchase agreements and the wastewater treatment plant management agreement, payroll, maintenance and supplies. The City contracts for water with Manville Water Supply and the City of Taylor. The City contracts operation and maintenance of the wastewater treatment plants with the Brazos River Authority. As the City continues to grow, not only with more residential units, but with the addition of commercial, light industrial, and multi-use projects, the utility infrastructure will require some additions and some upgrades to handle the increased demands. Currently, it is anticipated that FY 2019-20 will require an additional \$5.5 million in capital improvement projects.

Utility Fund Personnel Enhancements for FY 2019-20 include an additional utility technician and a utility crew leader, as well as necessary equipment and vehicles for the new positions.

Streets and Drainage Construction Fund

The Streets and Drainage Construction Fund was formed in fiscal year 2018, which provides in-house streets and drainage improvements and construction at a more reasonable cost than outsourcing the service. The program will elevate the quality of Hutto's streets and create long term savings for the City. The program is funded through certain bond issues, as well as a Council approved drainage fee.

Streets and Drainage Construction Fund budgeted expenses total \$4.1 million, which is an increase over the prior year of \$618,418. Most of the large, one-time equipment purchases were made in FY 2018-2019, but equipment will be purchased as necessary and personnel will be added as projects come on.

The major streets and drainage projects for FY 2019-2020 include the extension and widening of Live Oak Street to Taylor through Old Town eventually connecting to the Perfect Game site and the Cottonwood Creek Drainage project.

Capital Projects

The FY 2019-20 Budget capital project budget includes approximately \$46.1 million for capital projects: \$40.6 million in tax supported projects, and \$5.5 million in utility supported projects in the Capital Improvements Plan. The projects, and their funding source, are included in the table below.

Fund	Project	Cost	Funding Sources
General CIP	Fritz Park Improvements	\$100,000	Bonds
	Pavement Management	\$500,000	Bonds
	Limmer Loop Improvements Agreement	\$100,000	Cash
	CR II9 Extension Payment	\$250,000	Cash
	Streets & Drainage Projects – 2019 GO Bonds	\$26,500,000	Bonds
	Park Improvements (Multiple)	\$283,000	Bonds/Grants
	Cottonwood Trail	\$2,725,000	Bonds
	Outdoor Gym Fitness Center/With Shade	\$120,000	Bonds
	Land Acquisition	\$6,000,000	Bonds
	Justice Center for Public Safety	\$4,000,000	Bonds
Utility CIP	Waterline Improvements from Shiloh	\$1,003,410	Bonds
	Glennwood Lift Station Decommission	\$847,690	Bonds
	Lakeside Estates Abandon LS	\$249,000	Cash
	Carmel Crossings Wastewater Interceptor	\$181,851	Cash
	Municipal Service WW Extension	\$1,000,000	Bonds
	Pump Upgrade Shiloh & Frameswitch	\$2,217,590	Bonds

Conclusion

The Budget document establishes the direction and focus for the upcoming year as it connects resources to the priorities identified by the City Council and the adopted strategic plan.

FY 2019-20 will be a tight budget year as we continue to experience growth. This budget will have an emphasis on Public Safety, Streets and Drainage, and Park Improvement.

In November 2018 the voters turned out in record numbers to approve Proposition A, Streets & Drainage at \$70 million, Proposition B, a Justice Center for Public Safety at \$5 million, and Proposition C, Parks Improvements at \$50 million.

It is the City Manager's responsibility to fulfill and complete the objectives identified in this budget. This budget identifies resources and strategies that are in place to ensure the success of the organization, not just for this fiscal year, but for many years in the future.

Lastly, I would like to thank the City Council and the City staff, for their consideration of the Proposed FY 2019-20 Annual Budget.

Sincerely,

Odis Jones,
City Manager

GENERAL FUND SUMMARY

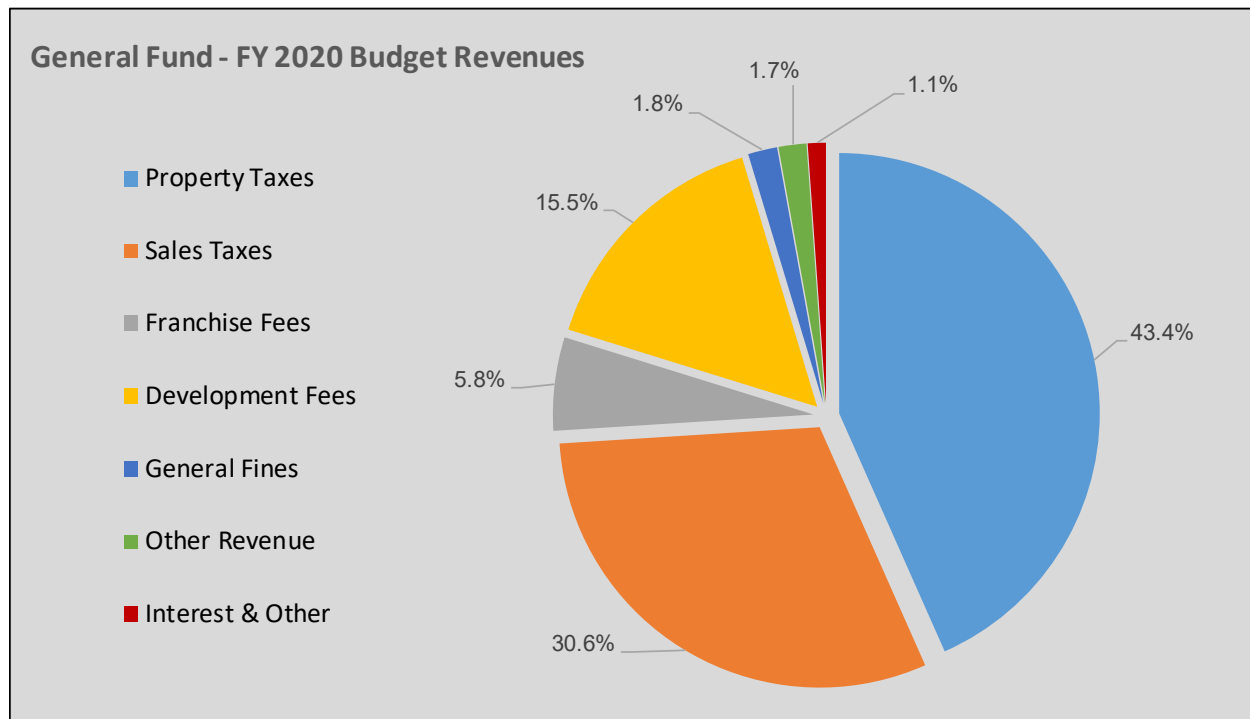
	FY 2018 Actual	FY 2019 Current Budget	FY 2020 Base	FY 2020 Enhancements	Fy 2020 Budget
Revenues					
Property Taxes	7,038,195	7,161,489	7,871,045	-	7,871,045
Sales Taxes	3,680,409	4,838,905	5,561,432	-	5,561,432
Franchise Fees	931,156	981,768	1,051,697	-	1,051,697
Building & Development	1,632,165	2,281,685	2,822,159	-	2,822,159
Fines	262,894	312,977	328,903	-	328,903
Other Revenue	217,711	241,773	313,526	-	313,526
Interest & Other	748,289	149,829	203,294	-	203,294
Total - Revenues	14,510,819	15,968,427	18,152,056	-	18,152,056
Expenses					
City Administration	2,665,049	3,772,960	4,571,357	48,000	4,619,357
Communications	1,561,185	1,791,065	2,254,760	167,944	2,422,704
Financial Services	1,043,934	1,694,844	1,673,005	-	1,673,005
Business & Development Services	1,168,701	1,412,205	1,050,403	-	1,050,403
Engineering & Public Works	711,411	1,010,997	1,796,175	-	1,796,175
Community Services	937,363	1,632,296	1,998,996	306,417	2,305,413
Police	4,870,416	5,714,007	5,833,872	448,075	6,281,947
Total - Expenses	12,958,058	17,028,374	19,178,568	970,436	20,149,004
Other Financing Sources					
Transfer In	191,377	460,576	1,381,220	-	1,381,220
Transfer Out	-	(71,700)	(47,500)	-	(47,500)
Total - Other Financing Sources	191,377	388,876	1,333,720	-	1,333,720
NET CHANGE IN FUND BALANCE	1,744,138	(671,072)	307,208	(970,436)	(663,228)
Beginning Fund Balance	3,621,137	5,365,275	4,694,203	-	4,694,203
Ending Fund Balance	5,365,275	4,694,203	5,001,411	-	4,030,975
Contingency Reserves	2,591,612	3,405,675	3,835,714	-	4,029,801
Unreserved Ending Fund Balance	2,773,663	1,288,528	1,165,697		1,174
Reserves %	20.0%	20.0%	20.0%	-	20.0%

Fund Description

The General Fund is the general operating fund, and is the largest fund of the City as it includes all traditional government services such as public safety, street and drainage maintenance, parks and recreation, library services, and general administration. The General Fund uses tax revenue, fees, fines, and other revenues to fund these services. It functions as a governmental fund, which is accounted for by using a modified accrual basis of accounting.

Revenues

General Fund revenues are budgeted to total \$18,152,056, an increase of 13.7% from FY 2018-19 Amended Budget. Property taxes make up the bulk of the revenues, followed by sales tax. A diverse revenue base is essential for maintaining a sound financial system. Increased commercial and residential development is slated for the upcoming year and beyond. This new development will reduce the City's reliance on residential property tax revenue as more sales tax is collected and the tax base continues to diversify.



Property Tax is based on the proposed rollback ad valorem tax rate of \$0.631351 per \$100 of valuation. The split between the two portions of the tax rate includes both Maintenance & Operation (M&O) and debt service (I&S). The I&S rate is increasing due to the November 2018 GO Bond election, which passed with overwhelmingly high voter turnout. All three propositions were successful, including streets and drainage, parks, and public safety. The FY 2019-20 Proposed Budget is predicated on the rollback rate of \$0.631351, with the breakdown of: Operations & Maintenance - \$0.397768 + Interest & Sinking - \$0.233583. The effective tax rate, which is the rate required to levy the same amount of taxes on the same properties as the year before, is \$0.483486 per \$100 valuation.

Home values have also experienced steady increases in appraised values which are confirmed by strong sales numbers and a low inventory. Average home values in Hutto have steadily risen from

\$164,745 in FY15 to \$183,267 in FY16, \$215,813 in FY17, \$244,990 in FY18 and are now \$260,515 (as per www.movoto.com), an increase of 6.3 % over the prior year. According to the Williamson County Central Appraisal District the taxable value of the average home in 2018 was \$207,346.63 and in 2019 is \$216,888.45, an increase of 4.6% over the prior year. Property Tax makes up the largest percentage of General Fund revenues at 43.4%. A total of \$7,871,045 is budgeted for collection, which is a 9.9% increase over the FY19 Projected Year-End Actuals. The increase is due to an overall increase in appraised value, approximately \$107 million in new property added to the tax rolls, as well as the decision to apply the rollback rate in the Proposed 2019-20 Budget.

Sales tax is the second largest revenue source for the General Fund, accounting for 30.6% of revenues. Sales tax is budgeted at \$5,561,432, a 14.9% increase over the prior FY 2018-19 Current Budget. Sales tax collections have remained strong as a result of continued residential growth and new commercial growth.

Franchise fees totaling \$1,051,697 are fees collected from private utilities such as electricity, gas, and telecommunications located in the public right-of-way. The fee is generally based on a percentage of a company's gross revenues collected within the City's limits. Franchise fees are expected to increase 7.1% over prior FY 2018-19 Current Budget, due to customer growth.

Development fees are budgeted to total \$2,822,159. Development fees account for 14.5% of revenues. FY20 is estimated to increase by 23.7% over the FY 2018-19 Current Budget.

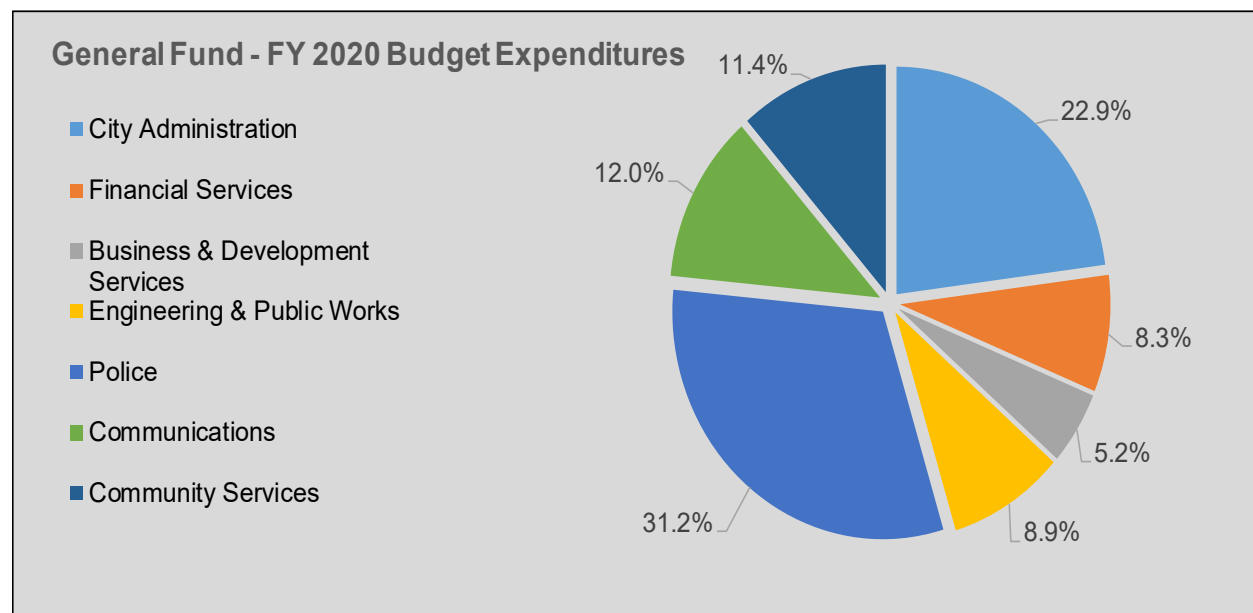
General Fines are budgeted to total \$328,903. General fines are collected through municipal court. Citations are issued by the police department and settlement of those citations is done through the court.

Other revenue includes interest, miscellaneous fees and taxes, donations, grants, and other minor revenue sources. Other revenue is budgeted to total \$516,820 in FY 2019-20.

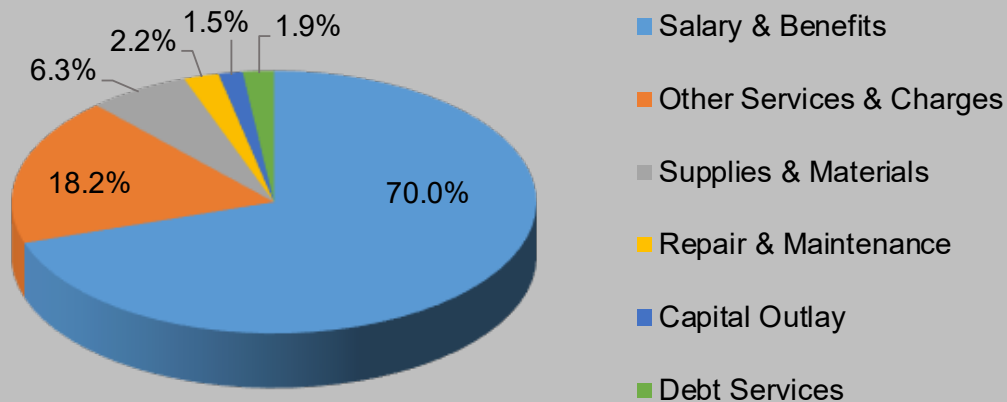
Transfers account for the salary savings, or attrition, that occur throughout the fiscal year.

Expenses

General Fund expenses include costs related to general government operations such, as administration, police, planning and development services, code enforcement, inspections, library services, parks and recreation, and a portion of streets and drainage for maintenance related expenditures. A portion of Streets and Drainage is in a separate fund paid for with a bond issuance for construction related projects. General fund expenses, outside of transfers, total \$20,149,004 which is an increase of 18.3% over the Projected Year-End 2018-19. Police, with the majority of employees, makes up the largest percentage of General Fund expenses at 31.2%, with a total budget of approximately \$6.3 million. Administration (22.9%), Communications (12.0%) and Community Services (11.4%) make up the next largest percentages.



General Fund - FY 2020 Budget Expenditures



Salaries and benefits make up the majority of General Fund expenses at 70.0% of the budget. All Hutto employees, (except for the Utility and Streets and Drainage Fund employees), are paid from the General Fund. This category includes salaries, insurance, and retirement expenses.

Enhancements include new or expanded programs or services, equipment, and personnel.

Budget Variances

This section explains differences between the FY 2018-19 Projected Year-End Actuals and the FY 2019-20 Budget. Expenses are broken into five categories.

	FY 2019 Current	FY 2020 Base	FY 2020 Enhancements	FY 2020 Budget	% Change Projected
Salary & Benefits	11,662,309	13,609,214	485,782	14,094,996	20.9%
Other Services & Charges	3,649,757	3,531,102	140,999	3,672,101	0.6%
Supplies & Materials	932,248	1,110,925	149,655	1,260,580	35.2%
Repair & Maintenance	238,200	435,700	-	435,700	82.9%
Capital Outlay	160,133	105,900	194,000	299,900	87.3%
Debt Services	385,727	385,727	-	385,727	0.0%
Total - Expenses	17,028,374	19,178,568	970,436	20,149,004	18.3%
Transfers Out	(71,700)	(47,500)	-	(47,500)	-33.8%

SALARIES & BENEFITS will increase about \$2.4 million over the FY 2018-19 Projected Year-End Budget. The largest portion of the increase stems from those who were hired in the prior year now having a full year salary plus benefits. However, there are several newly created positions in the general fund as detailed below.

Newly created positions for FY 2019-20 include one Sergeant, two Traffic Officer positions to meet the minimum staffing requirements and provide increased traffic presence for the Hutto Police Department. These positions will come on in the last quarter of the FY 2019-20 budget. There is also the addition of ten communication staff (911 operators) to man the newly created Justice Center. These positions too will come on the last quarter of the fiscal year. The Justice Center was approved as Proposition C in the 2019 GO Bond Election. The total for the new positions, including salary and benefits, equipment, and vehicles is approximately \$485,782.

A social media intern position is budgeted for FY 2019-20 at the total cost of \$57,945, including salary and benefits. This position will be utilized to assist with the different social media avenues and the different means that citizens communicate.

There is also an additional fleet maintenance technician position to assist with the growing needs of the City with vehicles and equipment. Estimated cost, including salary and benefits, vehicles, and equipment is \$99,027.

Included in the budget is another facility maintenance technician. With the new City Hall completed and the renovation of the Police Department, an additional facility technician is needed. The City currently has a commercial cleaning service. The Police Department however, requires a position that can pass higher than usual security measures in order to enter the facility. The total for this position including salary and benefits, equipment and a vehicle is \$99,027.

SUPPLIES & MATERIALS will increase by 35.2%, or \$328,332, over the FY 2018-19 Projected Year-End Actuals. The increase is due to the growth of the City and the increasing needs for certain supplies and materials such as new computers and other such items.

REPAIRS & MAINTENANCE costs will see an increase of over FY 2018-19 Projected Year-End Actuals of \$197,500. Overall building and repair maintenance costs for the entire City will increase due to the new buildings, however, the increase is small given the additions to the City are new and will require less in repairs than some older buildings.

OTHER SERVICES & CHARGES make up the second largest expense of the general fund. FY 2019-20 will reflect an increase of 0.6% over FY 2018-19 Projected Year-End Actuals.

CAPITAL OUTLAY costs will see an increase of 87.3%, or \$194,000, over FY 2018-19 Projected Year-End Actuals. The majority of the capital outlay costs is the purchase of five (5) new vehicles. These vehicles will be for public safety, fleet, and facility.

TRANSFERS include a \$47,500 transfer to General Capital Improvements Fund.

GENERAL DEBT SERVICE FUND

	FY 2018 Actual	FY 2019 Current Budget	FY 2019 Projected	FY 2020 Budget
Revenues				
Property Taxes	1,667,662	2,329,857	2,329,857	4,610,628
Interest and Other	9,678	2,500	2,500	2,500
Total - Revenues	1,677,340	2,332,357	2,332,357	4,613,128
Expenses				
Debt Service				
Principal Reduction	1,037,399	1,136,341	1,136,341	2,002,312
Interest	1,166,231	1,193,516	1,193,516	2,861,930
Paying Agent Fees	4,232	2,500	2,500	2,500
Total - Expenses	2,207,862	2,332,357	2,332,357	4,866,743
Other Financing Sources				
Transfer In	638,248	-	-	-
Transfer Out	1,152	-	-	-
Total - Other Financing Sources	639,401	-	-	-
NET CHANGE IN FUND BALANCE	108,879	-	-	(253,615)
Beginning Fund Balance	218,657	327,536	327,536	327,536
Ending Fund Balance	327,536	327,536	327,536	73,921

Fund Description

The General Debt Service fund tracks revenue from the ad valorem property tax levy for the payment of debt issued for general governmental functions, such as streets, parks, and facilities.

Revenues

Revenues are comprised of property tax collections based on the interest and sinking portion of the City's tax rate. The FY 2019-20 tax rate will be \$.233583 per \$100 valuation. This rate will generate \$4,610,628 in property tax revenue. The I&S rate is calculated based on annual debt service requirements.

Expenses

Expenditures include principal and interest payments for the bond obligations. The increase includes the additional issuance of the 2019 GO Bonds.

Budget Variances

Increases in future taxable values will offset debt service payments in future years as well as increases to the City's I&S rate when necessary.

GENERAL CAPITAL REPLACEMENT FUND

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Sale of Assets	-	-	-	-
Interest and Other	-	-	-	-
Total - Revenues	-	-	-	-
Expenses				
YMCA Building Repair & Maint.	12,837	20,000	20,000	20,000
Machinery and Equipment	-	-	-	-
Total - Expenses	12,837	20,000	20,000	20,000
Other Financing Sources				
Transfer In	15,000	20,000	20,000	-
Transfer Out	-	(318,000)	(318,000)	-
Total - Other Financing Sources	15,000	(298,000)	(298,000)	-
NET CHANGE IN FUND BALANCE	2,163	(318,000)	(318,000)	(20,000)
Beginning Fund Balance	481,198	483,361	483,361	165,361
Ending Fund Balance	483,361	165,361	165,361	145,361

Fund Description

The Capital Replacement Fund was created in Fiscal Year 2010 to begin setting aside funds to replace aging equipment and worn capital assets, including vehicles and equipment. The Fleet Manager hired in FY 2018-19 is creating a replacement schedule for vehicles and equipment. This schedule will be used to determine purchasing needs in the future.

Revenues

Revenues represent transfers in from the General Fund. The City will continue to set aside money for the YMCA Building Repair and Maintenance expenses per the agreement.

Expenses

The only allocated expenses are related to the YMCA Building Repair and Maintenance. The entire amount is budgeted to give the staff the flexibility to use the funds as needed.

Budget Variances

Transfers from the General Fund will start to increase again in the future based on the replacement schedule put in place.

GENERAL CAPITAL IMPROVEMENTS FUND

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Interest & Other	157,337	35,000	138,000	100,000
Bond Interest	-	-	-	-
Grant Revenue	664,792	147,975	-	750,000
Park Land Fees	-	13,250	13,250	-
Bond Proceeds	7,777,422	16,550,000	23,915,000	37,278,000
Bond Premium	1,116,082	-	1,436,230	-
Other Financing Sources	-	-	585,000	-
Total - Revenues	9,715,633	16,746,225	26,087,480	38,128,000
Expenses				
Fritz Park Improvements				
Construction	53,122	-	-	100,000
FM 1660 N Sidewalks				
Construction	8,306	-	-	-
East Street Reconstruction				
Construction	723,854	112,111	112,111	-
Pavement Management				
Construction	709,515	-	-	500,000
Limmer Loop Improvements				
Construction	100,000	-	100,000	100,000
Justice Center for Public Safety				
Construction	-	200,000	200,000	4,000,000
TAP Project Limmer Loop Sidewalk				
Construction	394,644	859,116	1,135,793	-
CR 119 (Ed Schmidt) Extension				
Construction	500,000	250,000	250,000	250,000
Innovation Business Park				
Planning, Design, Professional Svcs.	-	122,308	15,186	-
Construction	2,004,150	1,981,767	1,981,767	-
Co-Op				
Construction	5,799,865	3,425,000	3,425,000	-
Public Works Pole Barn				
Public Works Pole Barn	-	95,000	95,000	-
Drainage Master Plan				
Planning, Design, Professional Svcs.	150,393	-	-	-
Pollard Park/Brushy Creek - Amphitheater				
Planning, Design & Professional Svcs.	10,058	-	253,000	-
Park at Brushy Creek	3,695,795	-	2,405,530	-
Planning, Design, Professional Svcs. & Construction	-	2,656,725	-	-

	FY 2018 Actual	FY 2019 Current Budget	FY 2019 Projected	FY 2020 Budget
(Expenses Continued)				
Drainage Projects - 2019 GO Bond				
Drainage Projects - 2019 GO Bond	-	420,000	4,400,000	-
Streets/Roads Projects - 2019 GO Bond				
Streets/Roads Projects - 2019 GO Bond	-	956,616	6,500,000	26,500,000
Parks 2019 G.O. Bonds				
CR 79 PARK	-	6,500,000	200,000	-
Multiple City Parks Improvements	-	-	-	283,000
Cottonwood Trail	-	-	-	2,725,000
Outdoor Gym Fitness Center/With Shade	-	-	-	120,000
Land Acquisition	-	-	-	6,000,000
Other Services and Charges				
Land	-	7,000	7,000	-
Animal Shelter Expansion	236,857	-	-	-
Bond Issuance Cost	213,355	-	-	-
Total - Expenses	14,599,915	17,585,643	25,585,716	40,578,000
Other Financing Sources				
Transfer In	2,043,000	-	200,000	47,500
Transfer Out	-	(1,020,000)	(1,020,000)	-
Total - Other Financing Sources	2,043,000	(1,020,000)	(820,000)	47,500
NET CHANGE IN FUND BALANCE	(2,841,281)	(1,859,418)	(318,236)	(2,402,500)
Beginning Fund Balance	3,276,042	4,262,075	2,402,657	2,402,657
Ending Fund Balance	434,761	2,402,657	2,084,420	157

Fund Description

The General CIP Fund is a minor governmental fund used by the City to account for the City's general capital improvement projects, including streets, facilities, and park improvement projects. Projects are funded through a combination of transfers in from the General Fund, interest, and bonds.

Revenues

Revenues include Bond Proceeds of \$37,278,000, grant revenue from Texas Parks and Wildlife for parks projects. Other revenues include interest, bond interest, and parkland fees.

Expenses

Ongoing expenses in the amount of \$100,000 for Limmer Loop Rehabilitation will continue to be cash funded from the General Fund until June 2023. These payments are made via an interlocal agreement with the County which is providing the construction.

Other projects include Fritz Park, Limmer Loop Improvements, Justice Center for Public Safety, approved by voters in November 2018 as Proposition C, CRII9 Extension, Streets and Parks 2019 GO Bond projects, Proposition A and B.

Other project balances remaining at the end of the fiscal year are re-appropriated and transferred into the new budget through a budget amendment.

Budget Variances

Fund balance for this fund will fluctuate depending on the timing of projects and bond issuances.

STREETS, DRAINAGE & GROUNDS CONSTRUCTION FUND

	2018-19 Projected	2019-20 Base	2019-20 Enhancements	2019-20 Budget	% Change Projected
Salary & Benefits	1,087,656	1,379,593	-	1,379,593	26.8%
Supplies & Materials	75,832	75,832	-	204,900	170.2%
Repair & Maintenance	291,000	291,000	-	570,000	95.9%
Contractual Services	261,400	261,400	-	150,000	-42.6%
Other/Misc. Expenses	145,250	145,250	-	159,000	9.5%
Capital Outlay	1,312,000	1,312,000	-	1,620,000	23.5%
Debt Services	-	-	-	-	0.0%
Total - Expenses	3,173,138	3,465,075	-	4,083,493	28.7%

Fund Description

The Streets, Drainage and Grounds Construction Fund was a newly created fund for FY 2017-18. The Streets, Drainage and Grounds Construction Fund is a capital improvement fund used by the City to account for the City's capital improvement of streets and drainage specifically. This fund and related projects are funded through bonds. Each year the City Council will determine which streets will be reconditioned.

Revenues

This is a fund created to address street and drainage construction and rehabilitation. Revenues come from a \$4 drainage fee charged to all sewer customers as well as a transfer of bond money.

Expenses

Expenses include personnel and materials needed to fund the repair for streets and for drainage areas. The specialty type of work required for the construction and rehabilitation of streets and drainage requires someone with expertise in the field and special supplies that are costly.

Budget Variances

Fund balance for this fund will fluctuate depending on the timing of projects and bond issuances.

SOLID WASTE FUND

	2017-18 Actual	2018-19 Budget	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues					
Solid Waste Franchise	32,499	32,500	32,500	32,500	32,500
Late Fees	25,878	30,300	30,300	30,300	31,000
Solid Waste User Fees	1,441,693	1,380,138	1,380,138	1,380,138	1,421,542
Total - Revenues	1,500,070	1,442,938	1,442,938	1,442,938	1,485,042
Expenses					
Waste Management	1,276,248	1,326,281	1,326,281	1,326,281	1,366,069
Bad Debt	-	7,500	7,500	-	7,500
Total - Expenses	1,276,248	1,333,781	1,333,781	1,326,281	1,373,569
Other Financing Sources					
Transfer In	-	-	-	-	-
Transfer Out	(90,000)	(445,000)	(609,554)	(569,554)	(540,000)
Total - Other Financing Sources	(90,000)	(445,000)	(609,554)	(569,554)	(540,000)
NET CHANGE IN FUND BALANCE	133,822	(335,843)	(500,397)	(452,897)	(428,527)
Beginning Fund Balance	257,335	453,658	453,658	453,658	431,228
Ending Fund Balance	391,158	117,815	(46,739)	761	2,700

Fund Description

The Solid Waste Fund was created to account for the City's solid waste services. All expenses associated with the City's garbage and recycling services are included in the fund.

Revenues

Revenues for the fund are per the negotiated contract for curbside and recycling services. In addition, the City charges a franchise fee to refuse collection companies that offer commercial services to businesses in Hutto. All commercial services were taken over by Al Clawson Disposal, Inc. as of July 2017.

Expenses

In December 2015 the City entered into contract with Al Clawson Disposal, Inc. to be the sole provider for Residential and Commercial garbage services. By shifting services to a single provider, the City is able to reduce costs for residential and most commercial customers. The contract helps the City reach its strategic goal of 100% recycling.

Budget Variances

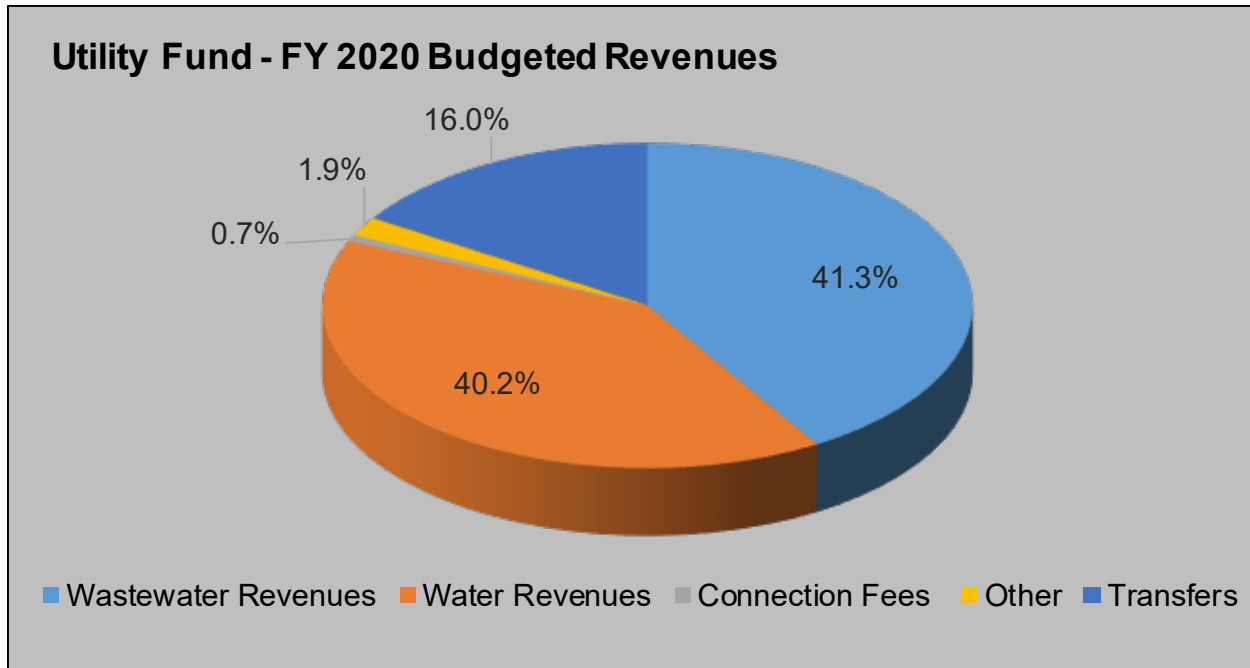
A transfer out to the Utility Fund of \$450,000 is budgeted. The Solid Waste Fund is considered a proprietary fund similar to the Utility Fund.

UTILITY FUND

	FY 2018 Actual	FY 2020 Base	FY 2020 Enhancements	FY 2020 Budget
Revenues				
Water	5,027,665	5,493,378	-	5,493,378
Wastewater	4,990,424	5,647,581	-	5,647,581
Connection Fees	187,300	90,000	-	90,000
Non-Operating Revenue	669,535	260,240	-	260,240
Bond Proceeds	-	-	-	-
Total - Revenues	10,874,924	11,491,199	-	11,491,199
Expenses				
City Administration	-	-	-	-
Information Technology	10,277	8,250	-	7,750
Financial Services				
Utility Billing	836,112	888,170	-	864,170
Public Works & Engineering				
Water & Wastewater	4,495,189	4,133,596	203,076	4,336,671
Heart of Texas	528,769	1,353,600	-	1,353,600
Subtotal - Public Works & Engineering	5,023,958	5,487,196	203,076	5,690,271
Total - Expenses w/o Nondepartmental	5,870,347	6,383,616	203,076	6,562,191
Nondepartmental	39,640	66,283	-	84,283
Total - Expenses	5,909,987	6,449,899	203,076	6,646,474
Transfers (Sources)				
Transfer In	5,680,504	2,184,513	-	2,184,513
Transfer Out	(6,910,008)	(7,032,000)	-	(7,032,000)
Subtotal - Transfers (Sources)	(1,229,504)	(4,847,487)	-	(4,847,487)
NET CHANGE IN WORKING CAPITAL	3,735,433	193,813	(203,076)	(2,762)
Beginning Working Capital	2,489,115	3,794,023		3,794,023
Contingency Reserves (20% Expenses)	1,174,069	1,276,723		1,312,438
Ending Available Working Capital	5,050,478	2,711,114		2,478,823

Fund Description

The Utility Fund accounts for the City's Water and Wastewater Enterprise. It functions as a proprietary fund which operates more like a business. The budget for the Utility Fund, however, uses a modified accrual basis of accounting. Reserves for the Utility Fund are maintained at 20% of the operating budget per the Fiscal and Budgetary Policy.



Revenues

Utility operational revenues total \$11.5 million, which is 6.5% above the FY 2018-19 Projected Year-End Actuals. The increase is a result of customer growth due to new home, business, and commercial construction, as well as a 25% increase in the wastewater rates that was implemented in March 1, 2018. The current housing boom will add new water and wastewater customers to the City's utility system, though a portion of new homes will be serviced by Jonah SUD and Manville WSC as they are outside of the City's water service area. The new Innovation Business Park, Co-Op Entertainment District, and Perfect Game will also increase the consumption of both water and wastewater, adding another revenue component. The number of accounts is expected to grow at approximately 11% for both water and wastewater during the next year.

Water revenues make up the 2nd largest majority of the Utility Fund operating revenue, totaling \$5,493,378. Water revenue is revenue collection for the provision of water to utility customers. This is an increase of 14.5% over the FY 2018-19 Projected Year-End Actuals and is due to anticipated customer growth and average use.

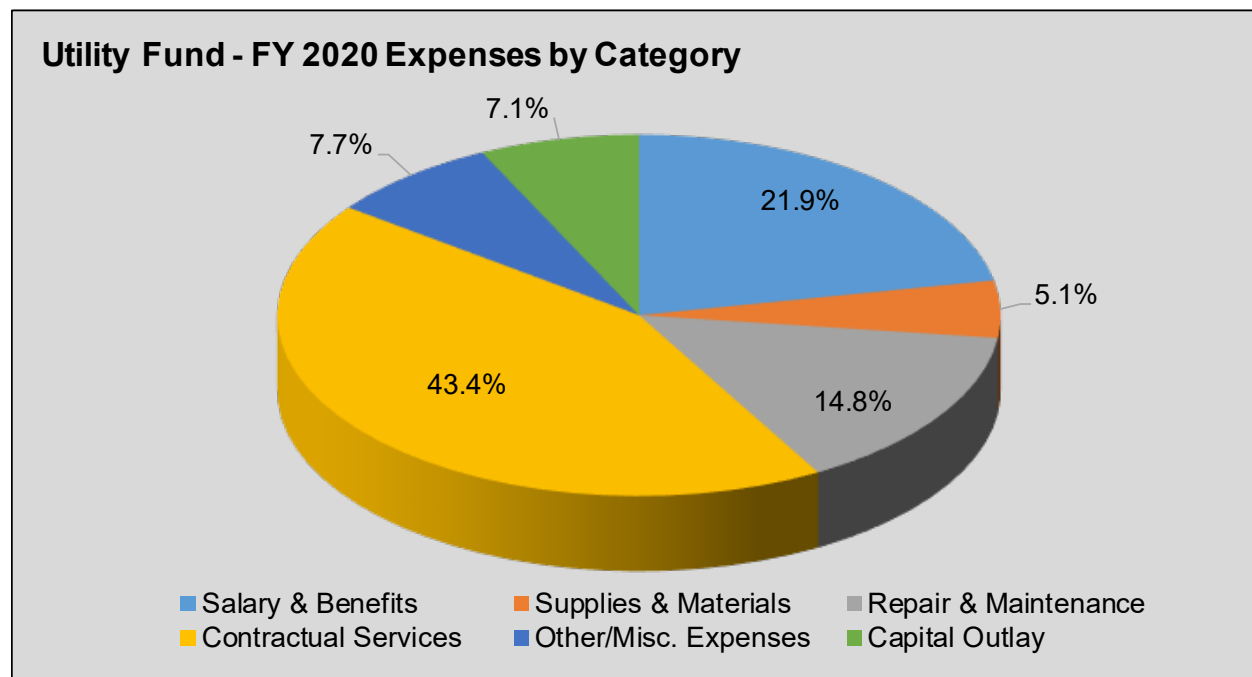
Wastewater revenues are the largest share of the Utility Fund revenue and are budgeted to total \$5,647,581, a 4.5% increase over FY 2018-19 Projected Year-End Actuals. The City implemented a rate increase of 25% in March 2018. The City has more wastewater connections than water connections because water may be provided by Manville Water Supply or Jonah SUD, depending on service location. The City also acts as a wholesale wastewater provider to customers located in Jonah's service area north of Limmer Loop.

Impact Fees (shown as "Transfers In") help cover new growth's impact on the utility system. Impact fees are collected in the Impact Fee Fund and are transferred to the Utility Fund to help offset debt service payments. Impact fees help shift the financial burden of constructing new infrastructure for new growth from existing customers to the new growth that is prompting the infrastructure improvements. Collections are expected to total \$1,500,000 based on new construction trends, anticipated growth and rate model. In addition, there is a transfer in of \$450,000 from the Solid Waste Fund.

Connection fees represent the cost of connecting new customers to the City's utility system. The fee is calculated based on the cost of the meter and the end point, in addition to time and equipment needed to set the meter. Connection fees are conservatively budgeted at \$90,000. Connection fees are only collected when the City of Hutto provides service to the home. Water connection fees would not be collected for homes that are constructed in the Jonah SUD or Manville WSC service areas.

Other revenue is made up of interest, miscellaneous income, and account administrative and late fees, and totals \$260,240.

The number of City water customers has grown an average of 4.58% over the past five years. The number of total accounts is expected to grow by 6.7% in FY 2019-20 as a result of the new commercial and residential customers. The City continues to provide wholesale wastewater service to the approximately 1,030 wastewater customers north of Limmer Loop. This number continues to grow as both the Hutto Highlands and Hutto Park subdivisions continue to expand and grow.



Expenses

Utility Fund expenses are the costs associated with the provision of water and wastewater services to the Hutto customers. The Utility Fund includes thirteen full-time water and wastewater employees as well as two meter technicians, and five customer service personnel. The FY 2019-20 Utility Fund Operating Budget totals \$6,646,474. There is an additional transfer to the debt service fund of \$7,032,000 which is offset by a transfer in from the Impact Fee Fund of \$1,500,000. The transfer from the Impact Fee Fund will fluctuate based on the growth of the City.

Water and wastewater services, totaling \$5.7 million, make up the largest bulk of operating expenses because of water supply, wastewater management agreements, and increased personnel. The FY 2019-20 Water and Wastewater Service budget will increase by 4.6% from the FY 2018-19 Projected Year-End Actuals due to growth of the City. Enhancements include an additional crew leader and utility technician, and a 3% merit/market increase. All enhancements included in the utility fund are for increased productivity, investment in infrastructure, and staff needed to carry out the Council Strategic Plan. The majority of the Utility Fund's budget is appropriated towards Other Services and Charges

because of its water supply contracts and the contract with Brazos River Authority to operate the wastewater treatment plant. The City currently purchases treated water from the City of Taylor and City of Mannville, with the City of Mannville contract ending at the end of this year.

Budget Variances

This section explains the difference between the FY19 Budget and the FY18 Projected Year-End Actual amounts.

	2018-19 Projected	2019-20 Base	2019-20 Enhancements	2019-20 Budget	% Change Projected
Salary & Benefits	1,311,279	1,303,508	153,076	1,456,583	11.1%
Supplies & Materials	354,825	354,825	-	338,825	-4.5%
Repair & Maintenance	980,400	980,400	-	980,400	0.0%
Contractual Services	2,995,154	2,884,949	-	2,884,449	-3.7%
Other/Misc Expenses	501,333	501,333	-	511,333	2.0%
Capital Outlay	424,884	424,884	50,000	474,884	11.8%
Total - Expenses	6,567,875	6,449,899	203,076	6,646,474	16.6%
Transfers Out	(7,501,242)	(7,032,000)	-	(7,032,000)	-6.3%

SALARIES AND BENEFITS will increase 11.1% or about \$145,304 over the FY 2018-19 Projected Year-End Actuals. The increase includes an average 3% merit increase, as well as the addition of one Utility Crewman and one Utility Technician to maintain the City's infrastructure due to all the growth.

SUPPLIES AND MATERIALS are budgeted at \$338,825, which is a decrease of 4.5% over FY 2018-19 Projected Year-End Actuals. The decrease is due to the purchase of meters in the year to be available for inventory reducing the current year's need to order.

REPAIRS AND MAINTENANCE costs will stay flat at \$980,400 over the FY 2018-19 Projected Year-End Actuals. As the city continues to expand, the need for more repair and maintenance will be necessary. The addition of the upcoming capital improvement projects will see this category increase as they come online.

CONTRACTUAL SERVICES make up the majority of Utility expenses. Included in this section are the water supply contracts with the City of Taylor, and Manville (which was renegotiated at the beginning of FY 2018-19), as well as the wastewater treatment agreement with Brazos River Authority. The decrease of 3.7% is due to the renegotiation of the Manville contract. The renegotiated contract allows for a lower price per thousand gallons and the ability to take more water if necessary without a surcharge.

CAPITAL OUTLAY is costs related to new capital costs such as vehicles, facilities, and equipment. This number fluctuates annually depending on capital needs. The number is increasing 11.8% over FY 2018-19 Projected Year End Actuals. This increase is due to the purchase of two vehicles for the two new positions.

TRANSFERS OUT is decreasing 6.3% over the FY 2018-19 Projected Year-End Actuals. There is a transfer of \$7,032,000 to the debt service fund.

UTILITY DEBT SERVICE FUND

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Interest and Other	2,950	2,500	2,500	2,500
Total - Revenues	2,950	2,500	2,500	2,500
Expenses				
Principal Reduction	2,430,750	2,600,934	2,600,934	2,469,694
Interest	1,756,887	4,702,732	4,702,732	4,621,089
Paying Agent Fees	5,000	5,000	5,000	5,000
Total - Expenses	4,192,637	7,308,666	7,308,666	7,095,783
Other Financing Sources				
Transfer In	6,616,164	7,308,666	7,308,666	7,032,000
Transfer Out	-	-	-	-
Total - Other Financing Sources	6,616,164	7,308,666	7,308,666	7,032,000
NET CHANGE IN FUND BALANCE	2,500	2,500	2,500	(61,283)
Beginning Fund Balance	29,764	59,578	59,578	62,078
Ending Fund Balance	59,578	62,078	62,078	795

Fund Description

The Utility Debt Service Fund tracks the revenue set aside for the retirement of certificates of obligation issued for utility improvements. The fund also tracks the payment of principal and interest for outstanding bond obligations. Utility Debt Service is paid using revenues generated by the provision of water and sewer service. The approximate amount needed to pay principal and interest related to the City's indebtedness is transferred in from the Utility Fund.

Revenues

Revenues are transferred in from the Utility Fund totaling \$7,032,000, which is a decrease from the FY 2018-19 Budget. A portion of the debt service is paid using impact fees that are used for debt service payments for eligible capital projects. Debt service requirements are paid using water and wastewater user fees and other collected revenue.

Expenses

Debt service payments are generally made in February and August of each year. Expenses include principal reduction \$2,469,694 and interest \$4,621,089 on existing obligations. The decrease in overall expenses for the proposed budget year FY 2019-20 over FY 2018-19 is due to some of the older obligations being paid down.

Budget Variances

Only the annual debt service requirement is transferred to the Utility Debt Service Fund each year. The Debt Analysis Section provides more information regarding the City's outstanding and proposed debt issuances.

UTILITY CAPITAL REPLACEMENT FUND

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Sale of Assets	-	-	-	-
Interest and Other	-	-	-	-
Total - Revenues	-	-	-	-
Expenses				
Vehicles	-	-	-	-
Machinery and Equipment	-	-	-	-
Total - Expenses	-	-	-	-
Other Financing Sources				
Transfer In	50,000	50,000	50,000	-
Transfer Out	(45,833)	-	-	-
Total - Other Financing Sources	4,167	50,000	50,000	-
NET CHANGE IN FUND BALANCE	4,167	50,000	50,000	-
Beginning Fund Balance	350,000	354,167	354,167	404,167
Ending Fund Balance	354,167	404,167	404,167	404,167

Fund Description

The Capital Replacement Fund was created to track the cost of replacing aged and worn capital assets including vehicles and equipment and begin setting aside funds to replace aging equipment. The recently hired Fleet Manager is creating a replacement schedule for vehicles and equipment.

Revenues

No transfer is budgeted for FY 2019-20 to the Utility Capital Replacement fund. Once a replacement schedule is implemented transfers will resume.

Expenses

Expenses will include replacement equipment and machinery used by the City's utility system. The City plans to build up the fund balance to be used to replace aging and worn capital assets.

Budget Variances

This fund was created in Fiscal Year 2010. Fund balance is expected to increase over the next few years as the City sets aside funds to replace aging assets.

IMPACT FEES FUND

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Water Impact Fees	379,046	782,496	450,000	782,500
Wastewater Impact Fees	453,844	722,304	550,000	717,500
Total - Revenues	832,890	1,504,800	1,000,000	1,500,000
Expenses				
Capital Improvements				
Water	-	-	-	-
Wastewater	-	-	-	-
Debt Service	-	-	-	-
Total - Expenses	-	-	-	-
Other Financing Sources				
Transfer In	-	-	-	-
Transfer Out	-	(1,504,800)	(1,000,000)	(1,500,000)
Total - Other Financing Sources	-	(1,504,800)	(1,000,000)	(1,500,000)
NET CHANGE IN FUND BALANCE	832,890	-	-	-
Beginning Fund Balance	-	-	-	-
Ending Fund Balance	832,890	-	-	-

Fund Description

The Impact Fees Fund is used to manage the collection and use of impact fees for the City's Water and Wastewater Capital Improvement Projects. The City began collecting impact fees in the fall of 2006. The Impact Fee Study was last conducted in 2013. The City transfers collected impact fees to the Utility Fund to help pay for debt service related to capital projects. Any fund balance left at the end of the year is due to the timing of collections.

Revenues

Revenues are calculated based on anticipated development of subdivisions and commercial sites. Impact fees are assessed at the time a property is platted and paid at the time the building permit is issued. Impact fee collections are expected to increase in line with the increase in new growth currently occurring in Hutto. The City currently assesses the following impact fees:

For lots platted prior to February 2013:

*Water - \$3,625 per service unit equivalent
unit equivalent*

Wastewater - \$2,128 per service unit equivalent

For lots platted after February

Water - \$4,363 per service

*Wastewater - \$1,068 per service unit
equivalent*

Expenses

Eligible impact fee collections will be transferred to the Utility Fund to support eligible debt service payments.

Budget Variances

The Impact Fee Fund was created in 2008 to appropriately account for revenues and expenses related to impact fees under Chapter 395 of the Texas Water Code. Collected impact fees are transferred to the Utility Fund for eligible expenses.

COURT FEES FUND

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Court Technology Fees	6,232	7,000	7,000	3,500
Court Security Fees	4,674	5,100	5,100	5,100
Court Training Fees	353	500	500	500
Total - Revenues	11,258	12,600	12,600	9,100
Expenses				
Court Technology	12,515	13,000	13,000	-
Court Security	11,340	19,750	19,750	250
Court Training	-	500	-	-
Total - Expenses	23,855	33,250	32,750	250
Other Financing Sources				
Transfer In	-	-	-	-
Transfer Out	-	-	-	-
Total - Other Financing Sources	-	-	-	-
NET CHANGE IN FUND BALANCE	(12,597)	(20,650)	(20,150)	8,850
Beginning Fund Balance	26,947	2,704	2,704	(8,800)
Ending Fund Balance	14,350	(17,946)	(17,446)	50

Fund Description

The Court Fees special revenue fund tracks fees that are allowed to be collected on certain Class C Misdemeanors in Municipal Court. These fees must only be used for specific purposes outlined in the law, including Court Security, Technology, and Training.

Revenues

Court fees are special Municipal Court revenues collected in accordance with state law to enhance Court security, technology, and training. A total of \$9,100 has been budgeted for FY2019-20.

Expenses

The special revenues may only be used for expenses related to Court technology, security, and training. Only \$250 is budgeted as the funds were depleted in the previous year for the warrant officer.

Budget Variances

The Court Fee Funds summary includes Court Technology, Security, and Training Funds. Fund balance will fluctuate depending on the timing of projects.

HOTEL TAX FUND

	2017-18 Actual	2018-19 Actual	2018-19 Projected	2019-20 Budget
Revenues				
Hotel Occupancy Tax	118,921	139,577	250,000	250,000
Miscellaneous Income	-	-	-	-
Total - Revenues	118,921	139,577	250,000	250,000
Expenses				
Historical Restoration & Museums	-	-	-	-
Convention & Visitor's Bureau (10-15%)	-	-	5,000	5,000
Promotion of the Arts (>15%)	3,665	-	-	-
Advertising	77,000	-	-	-
Sporting Event Promotion	131,250	-	-	-
Sports Facility Rehabilitation	-	-	-	-
Signage	-	-	-	-
Total - Expenses	211,915	-	5,000	5,000
Other Financing Sources				
Transfer In	-	-	-	-
Transfer Out	-	-	(250,000)	(250,000)
Total - Other Financing Sources	-	-	(250,000)	(250,000)
NET CHANGE IN FUND BALANCE	(92,994)	139,577	(5,000)	(5,000)
Beginning Fund Balance	168,805	75,811	75,811	70,811
Ending Fund Balance	75,811	215,388	70,811	65,811

Fund Description

The Hotel Occupancy Tax Fund was created in 2008 to better manage revenue and expenses related to the Hotel Occupancy Tax collected by the City of Hutto. State law stipulates special restrictions for the expenditure of Hotel Occupancy Tax revenue. The City Council adopted a Hotel Tax Use Policy in 2009 defining how hotel tax revenues may be used. The Policy stipulates that funds may be used for any of the following functions so long as the action aids in bringing overnight tourists to Hutto:

- Convention and Visitor's Bureau functions - 15%
- Promotion of the Arts - 15%
- Historical Restoration and Museums - No limit
- Sporting Event Promotion - No limit
- Enhancement of Existing Sports Facilities - No limit
- Signage (directional signage for tourists) - No limit

Revenues

Revenues represent the 7% Hotel Occupancy Tax allowed by state law. The City's first major hotel opened in 2008. A second hotel opened in 2015, increasing the City's hotel tax collections.

Expenses

The City implemented a Hotel Tax Use Policy in 2009 to outline how hotel/motel tax revenues may be used in accordance with state law. In 2014 the Hotel Tax Use Policy was amended to allow for businesses intending to promote the City of Hutto to visitors through a public project or event to also apply for funding. The application process has been revised to have applicants apply during a designated time annually rather than throughout the year, allowing for improved budgetary planning and further clarification to applicants. The application packet has also been modified to include a cover letter, overview, checklist, application revisions, a copy of Chapter 35I of the Texas Tax Code, and a lodging directory. Funding is at the discretion of the City Council. The Downtown and Tourism Manager oversees the use of the funds in accordance with state law and city policy.

\$5,000 is spent on Convention and Visitor's Bureau. The fund supports expenses incurred on an annual webpage for Hutto on www.TourTexas.com, which allows the City to receive visitor leads and mail brochures when requested. The Economic & Convention department utilizes the additional funding for printing brochures, online banner ads on Tour Texas, as well as other placed ads (such as in the Houston House & Home), to market events such as Christmas Fair/Old Town Christmas Weekend and the Home & Garden Show. In the FY 2018-19 Projected Year-End Budget and FY 2019-20 Budget (through a transfer to a special events special revenue fund), the City has committed \$250,000 to promote the KOKE FEST. The first festival was held in August 2017 and brought more than 5,000 attendees to the City. The City and KOKE FM committed to a seven-year agreement to continue the festival and it will continue for six more years. The first year was held at the Gin Co-Op, and beginning in FY 2018-19, it was held and will continue to be held at the Park at Brushy Creek, which houses a 10,000-seat amphitheater and other amenities.



Budget Variances

Actual expenses will be based on applications from community organizations for use of the funds.

PEG FUND

	2017-18 Actual	2018-19 Amended	2018-19 Projected	2019-20 Budget
Revenues				
PEG Capital Fees	48,933	37,595	37,595	38,723
Total - Revenues	48,933	37,595	37,595	38,723
Expenses				
Technology Equipment and Supplies	36,228	52,350	44,888	75,000
Professional Services	-	12,000	4,219	25,500
Communication Services	-	-	-	-
Total - Expenses	36,228	64,350	49,107	100,500
NET CHANGE IN FUND BALANCE	12,705	(26,755)	(11,512)	(61,777)
Beginning Fund Balance	81,790	113,089	113,089	101,577
Ending Fund Balance	94,495	86,334	101,577	39,800

Fund Description

The Public Education, and Government Channel Fund (PEG Fund) accounts for cable franchise fee payments used for the provision of a public educational, and governmental access channel in accordance with state law.

Revenues

The City of Hutto, through a state franchise agreement, receives franchise fees equal to 1% of gross cable provider revenues to support certain expenses in providing a public access channel. The estimated FY 2019-20 revenue of \$38,723 is a conservative estimate in growth based on historical revenue.

Expenses

Use of PEG revenues is regulated by state law. In short, the franchise fee may only be used to pay capital costs associated with operating a public access channel. With the construction of the new City Hall and larger City Council Chambers an increase in expenses was seen in both FY 2018-19 and again in FY 2019-20 to equip the Chambers for public broadcasting.

Budget Variances

The PEG Fund was created through a budget amendment in FY2014 to account for revenues and expenses in accordance with the state franchise agreement.

RED LIGHT CAMERA FUND

	2017-18 Actual	2018-19 Actual	2018-19 Projected	2019-20 Budget
Revenues				
Red Light Cameras	5,498	4,736	-	10,000
Grant Revenue	-	-	-	-
Total - Revenues	5,498	4,736	-	10,000
Expenses				
Attorney Services	2,235	702	4,000	4,000
Other Contracted Services	3,843	-	6,000	6,000
Pay to ATS	-	-	-	-
Other Supplies and Materials	-	-	-	-
Remittance to State	-	-	-	-
Total - Expenses	6,079	702	10,000	10,000
Other Financing Sources				
Transfer In	-	-	-	-
Transfer Out	-	-	-	-
Total - Other Financing Sources	-	-	-	-
NET CHANGE IN FUND BALANCE	(581)	4,034	(10,000)	-
Beginning Fund Balance	95,947	95,370	95,370	85,370
Ending Fund Balance	95,370	99,400	85,370	85,370

Fund Description

The Red-Light Camera Fund tracked revenues and expenses associated with the City's former red-light cameras. The City no longer uses the red-light cameras due to a determination that red-light camera usage was not legal.

Revenues

The City of Hutto occasionally received a payment from an older ticket issued.

Expenses

There are still some attorney service fees coming through this fund for defending the red light camera lawsuits.

SPECIAL EVENTS FUND

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Special Event Revenue	-	250,000	250,000	250,000
Total - Revenues	-	250,000	250,000	250,000
Expenses				
Promotion of the Arts	-	500,000	500,000	500,000
Total - Expenses	-	500,000	500,000	500,000
Other Financing Sources				
Transfer In	-	250,000	250,000	250,000
Transfer Out	-	-	-	-
Total - Other Financing Sources	-	250,000	250,000	250,000
NET CHANGE IN FUND BALANCE	-	-	-	-
Beginning Fund Balance	-	-	-	-
Ending Fund Balance	-	-	-	-

Fund Description

The Special Events Fund is a special revenue fund used to account for the large events that are to be revenue generators at the new amphitheater that is being constructed at The Park at Brushy Creek. These events should be self-sustaining, and, as such, this fund will be used to track each event in order to determine profitability in regard to cash flows for each of the events.

Revenues

Revenues will consist of ticket sales, parking fees, fees charged to vendors and others to sell goods at the events as well as all other types of revenue associated with events such as concerts. Additionally, a portion of the hotel occupancy tax funds will be transferred over in the amount of \$250,000 to fund the KOKE Festival each year, which includes entertainment, advertising, and sporting events.

Expenses

Expenses will be comprised of the necessary costs associated with concerts and other events, including talent acquisition, staging needs, staffing, policing, etc.

PARK IMPROVEMENT FUND

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Interest	6,210	1,200	1,200	2,500
Park Land Fees	192,724	200,000	200,000	200,000
Total - Revenues	198,933	201,200	201,200	202,500
Expenses				
Park Improvements & Structures	-	30,000	30,000	-
Parks Master Plan	47,909	-	-	-
Total - Expenses	47,909	30,000	30,000	-
Other Financing Sources				
Transfer In	-	-	-	-
Transfer Out	-	(200,000)	(200,000)	-
Total - Other Financing Sources	-	(200,000)	(200,000)	-
NET CHANGE IN FUND BALANCE	151,024	(28,800)	(28,800)	202,500
Beginning Fund Balance	315,792	466,816	466,816	438,016
Ending Fund Balance	466,816	438,016	438,016	640,516

Fund Description

The Park Improvement Fund is used to account for funds received and expended for purchase of land, improvements, and construction of parks and recreational facilities.

Revenues

Revenues will consist of parkland fees received by developers in lieu of creating parks in their developments.

Expenses

Expenses will be comprised of the necessary costs associated with purchase of the land, improvements, and construction of parks and recreational facilities.

THE LANDING PID #5

	2017-18 Actual	2018-19 Budget	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues					
Interest	535	-	-	720	-
Miscellaneous Revenue	75,000	-	-	-	-
Total - Revenues	75,535	-	-	720	-
Expenses					
Attorney Services	-	-	-	2,009	-
Miscellaneous Expense	-	-	-	72,991	-
Professional Services	-	-	-	-	-
Total - Expenses	-	-	-	75,000	-
NET CHANGE IN FUND BALANCE					
	75,535	-	-	(74,280)	-
Beginning Fund Balance	-	75,535	75,535	75,535	1,255
Ending Fund Balance	75,535	75,535	75,535	1,255	1,255

Fund Description

The Landing PID #5 is used to account for funds received and expended for the administration of the Public Improvement District #5.

Revenues

Revenues will consist of developer receipts.

Expenses

Expenses will be comprised of the necessary costs such as attorney, professional fees and miscellaneous related expenses.

CROSS CREEK/MERITAGE PID #2

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Interest	356	-	900	-
PID Creation Revenue	50,000	-	55,000	-
Total - Revenues	50,356	-	55,900	-
Expenses				
Attorney Services	-	-	33,874	-
Miscellaneous Expense	-	-	-	-
PID Expense	-	-	50,000	-
Total - Expenses	-	-	83,874	-
NET CHANGE IN FUND BALANCE				
	50,356	-	(27,974)	-
Beginning Fund Balance				
	-	50,356	75,535	47,561
Ending Fund Balance				
	50,356	50,356	47,561	47,561

Fund Description

The Cross Creek/Meritage PID #2 is used to account for funds received and expended for the administration of the Public Improvement District #2.

Revenues

Revenues will consist of developer receipts.

Expenses

Expenses will be comprised of the necessary costs such as attorney, professional fees and miscellaneous related expenses.

THE CO-OP PID #I

	2017-18 Actual	2018-19 Budget	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues					
Interest	-	-	-	-	-
Miscellaneous Revenue	94,770	-	-	86,720	-
Total - Revenues	94,770	-	-	86,720	-
Expenses					
Attorney Services	113,326	-	-	83,805	-
Miscellaneous Expense	-	-	-	-	-
PID Expense	-	-	-	10,000	-
Total - Expenses	113,326	-	-	93,805	-
NET CHANGE IN FUND BALANCE					
	(18,556)	-	-	(7,085)	-
Beginning Fund Balance					
	-	(18,556)	(18,556)	(18,556)	(25,641)
Ending Fund Balance					
	(18,556)	(18,556)	(18,556)	(25,641)	(25,641)

Fund Description

The Co-Op PID #I is used to account for funds received and expended for the administration of the Public Improvement District #I.

Revenues

Revenues will consist of developer receipts.

Expenses

Expenses will be comprised of the necessary costs such as attorney, professional fees and miscellaneous related expenses.

MUSTANG CREEK/PACKSADDLE PID #3

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Interest	-	-	-	-
Miscellaneous Revenue	-	-	75,000	-
Total - Revenues	-	-	75,000	-
Expenses				
Attorney Services	-	-	-	-
Miscellaneous Expense	-	-	-	-
PID Expense	-	-	-	-
Total - Expenses	-	-	-	-
NET CHANGE IN FUND BALANCE				
	-	-	75,000	-
Beginning Fund Balance				
	-	-	-	75,000
Ending Fund Balance				
	-	-	75,000	75,000

Fund Description

The Mustang Creek/Packsaddle PID #3 is used to account for funds received and expended for the administration of the Public Improvement District #3.

Revenues

Revenues will consist of developer receipts.

Expenses

Expenses will be comprised of the necessary costs such as attorney, professional fees and miscellaneous related expenses.

315/RSI/COTTON CREEK PID #4

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Interest	-	-	935	-
Miscellaneous Revenue	-	-	25,000	-
Total - Revenues	-	-	25,935	-
Expenses				
Attorney Services	-	-	1,078	-
Miscellaneous Expense	-	-	-	-
PID Expense	-	-	-	-
Total - Expenses	-	-	1,078	-
NET CHANGE IN FUND BALANCE				
	-	-	24,857	-
Beginning Fund Balance	-	-	-	24,857
Ending Fund Balance	-	-	24,857	24,857

Fund Description

The 315/RSI/COTTON CREEK PID #4 is used to account for funds received and expended for the administration of the Public Improvement District #4.

Revenues

Revenues will consist of developer receipts.

Expenses

Expenses will be comprised of the necessary costs such as attorney, professional fees and miscellaneous related expenses.

SPORTS HEALTH DISTRICT PID #6

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Interest	-	-	-	-
Miscellaneous Revenue	-	-	30,000	-
Total - Revenues	-	-	30,000	-
Expenses				
Attorney Services	-	-	24,525	-
Professional Services	-	-	2,900	-
PID Expense	-	-	-	-
Total - Expenses	-	-	27,425	-
NET CHANGE IN FUND BALANCE				
	-	-	2,576	-
Beginning Fund Balance				
	-	-	-	2,576
Ending Fund Balance				
	-	-	2,576	2,576

Fund Description

The Sports Health District PID #6 is used to account for funds received and expended for the administration of the Public Improvement District #6.

Revenues

Revenues will consist of developer receipts.

Expenses

Expenses will be comprised of the necessary costs such as attorney, professional fees and miscellaneous related expenses.

Enhancements

The FY 2019-20 Budget General Fund enhancements for personnel, equipment and vehicles is \$970,437. During the budget process departments turn in a base budget for the fiscal year, along with enhancement requests. Enhancements are considered items that would be above and beyond a base, or flat budget.

Fiscal Year 2019-2020 Summary - Enhancement Requests					
	Description of Request	Net Cost/(Income)		# FTEs	
		Requested	Approved	Requested	Approved
Human Resources					
	Compensation Study	75,000	48,000	-	-
Subtotal - Human Resources		75,000	48,000	-	-
Communications					
	Full-time Multimedia Specialist Intern	44,945	44,945	1.0	1.0
	Social Media Software	7,000	8,000	-	-
	Training & Development	5,000	5,000	-	-
Subtotal - Communications		56,945	57,945	1.0	1.0
Information Technology					
	Staff Growth - Increased IT Demand	73,171	60,000	-	-
	Planning: Disaster Recovery / Business Continuity / ITMP	49,999	50,000	-	-
Subtotal - Information Technology		123,170	110,000	-	-
Public Safety					
	One Sergeant and Two Traffic Officers (Positions will start last quarter of FY20)	279,544	78,917	3.0	3.0
	Clothing & Uniforms	15,000	15,000	-	-
	Technology Equipment	30,000	30,000	-	-
	Communication Equipment	15,000	25,655	-	-
	Patrol Equipment	16,000	16,000	-	-
	Three Patrol Vehicles	84,000	84,000	-	-
	Ten Communication Staff for Justice Center (Will start last quarter of FY20)	755,084	198,503	10.0	10.0
Subtotal - Public Safety		1,194,628	448,075	13.0	13.0
Parks					
	Removable Fence	1,500	1,500	-	-
	iPAD minis	1,500	1,500	-	-
	Vehicle	25,000	30,000	-	-
Subtotal - Parks		28,000	33,000	-	-
Recreation					
	Recreation Attendent	45,363	45,363	1.0	1.0
	Vehicles	100,000	30,000	-	-
Subtotal - Recreation		145,363	75,363	1.0	1.0
Fleet & Fleet Maintenance					
	Mechanic, Truck & Tools	99,027	99,027	1.0	1.0
Subtotal - Fleet & Fleet Maintenance		99,027	99,027	1.0	1.0
Facility & Facility Maintenance					
	Personnel, Machinery & Equipment	99,027	99,027	1.0	1.0
TOTAL		1,821,160	970,437	17.0	17.0

The FY 2019-20 Budget Utility Fund enhancements for personnel, equipment and vehicles is \$203,075. During the budget process departments turn in a base budget for the fiscal year, along with enhancement requests. Enhancements are considered items that would be above and beyond a base, or flat budget.

Fiscal Year 2019-2020 Summary - Enhancement Requests					
	Description of Request	Net Cost/(Income)		# FTEs	
		Requested	Approved	Requested	Approved
Public Works					
	Personnel - W&WW Utility Technicians	115,204	67,640	2.0	1.0
	Personnel - W&WW Utility Crewmen	200,491	85,435	4.0	1.0
	Equipment - W&WW Utility Crew Trucks	60,000	50,000	-	-
	Public Works	375,695	203,075	6.0	2.0
Resources Needed - Personnel, Equipment & Vehicles		375,695	203,075	6.0	2.0

FISCAL AND BUDGETARY POLICY

Amended March 21, 2019

OVERVIEW AND STATEMENT OF PURPOSE

The City of Hutto has an important responsibility to its citizens and customers to carefully account for public funds, to manage City finances wisely and to plan for the adequate funding of services desired by the public. The Fiscal and Budgetary Policy, as outlined below, is adopted by the City Council annually and considered the basis for financial management, planning and budget preparation. The policy guides both the City of Hutto and its component unit, the Hutto Economic Development Corporation.

The broad purpose of the Fiscal and Budgetary Policy is to enable the City to achieve and maintain a long-term stable and positive financial condition, and provide guidelines for the day-to-day planning and operations of the City's financial affairs. The City's financial management, as directed by this Policy, is based upon the foundation of integrity, prudent stewardship, planning, accountability and full disclosure.

The scope of this policy generally spans areas of financial planning, operating and capital budgeting, revenue management, expenditure control, asset management, pay philosophy, accounting and financial reporting, debt management and reserves. This is done in order to:

- A. Demonstrate to the citizens of Hutto, the City's bond holders, other creditors and the bond rating agencies that the City is committed to a strong fiscal operation;
- B. Provide a common vision for financial goals and strategies for current and future policy-makers and staff;
- C. Fairly present and fully disclose the financial position of the City in conformity to Generally Accepted Accounting Principles (GAAP); and
- D. Demonstrate compliance with finance-related legal and contractual practices in accordance with the Texas Local Government Code, bond covenants and other legal mandates.

FINANCIAL PLAN

Budgeting is an essential element of the financial planning, control and evaluation process of municipal government. Multi-year budgeting provides a means to identify the impact of implementing new programs and projects on future budgets. The Financial Plan is the City's long-range operations and capital plan. The plan includes all of the operating departments of the General Fund and Utility Fund as well as the Capital Improvement Funds of the City. The plan is reviewed and updated annually.

- A. Capital Improvements Program – The Capital Improvements Plan (CIP) outlines the major utility infrastructure, streets and drainage, facilities, parks and other improvements needed to serve the citizens, renovate and rehabilitate existing infrastructure and facilities, meet growth related needs and comply with state and federal regulations.
 - I. Preparation – The City Engineer, with the support of the Financial Services, coordinates the annual update and adoption of the multi-year CIP as a part of the annual budget process. In accordance with the City Charter (Charter, section 12.04), the CIP will be delivered to and reviewed by the Planning and Zoning Commission whose recommendation(s) will be presented to City Council. The CIP includes all costs associated with the design, rights of way, acquisition and construction of a project, as well as the estimated operating and maintenance costs, which impacts future operating budgets. The following guidelines will be utilized in developing the CIP:
 - Needed capital improvements and major maintenance projects are identified through life cycle system models, repair and maintenance records, and growth demands.
 - A team approach will be used to prioritize CIP projects, whereby City staff from all operational areas provide input and ideas relating to each project and its effect on operations.

- Citizen involvement and participation will be solicited in formulating the capital budget through website solicitation.
 - Review the existing City Master Plans to ensure capital improvement projects support the City's long-range goals.
2. Financing Programs – Where applicable, impact fees, assessments, pro-rata charges or other fees should be used to fund capital projects which have a primary benefit to specific, identifiable property owners. Short-term financing options, such as Capital Leasing, may also be considered. Long-term debt financing may also be explored to acquire major assets with an expected life equal to or exceeding the average life of the debt issue. Factors related to the issuance of debt will include the following:
- Legal constraints on debt capacity and financing alternatives,
 - Essentiality of the proposed capital improvement and the economic cost of delay,
 - Willingness and financial ability to pay for the capital improvement,
 - Determination of the ability to fund through a pay-as-you-go system,
 - Assess current interest rate environment for borrowing and investment, as well as other market conditions, and reserve requirements,
 - Financial condition of the City,
 - The types, availability and stability of revenues to be pledged for repayment of the debt,
 - Type of debt to be issued, and
 - The nature and asset life of the capital projects
3. Control – All capital project expenditures must be appropriated in the capital budget. The Chief Financial Officer or City Manager must certify the availability of resources before any right of way easement is negotiated or before any capital project contract is presented to the Council for approval.
4. Reporting – Periodic financial reports will be prepared to enable the Department Directors to manage their capital budgets and to enable Financial Services to monitor and control the budget as authorized. Capital project status reports will be provided to Council on a frequent basis.
- B. Operations Plan – The plan will include estimated operating expenses, the cost of new programs being contemplated, and staffing needs for the period.
- C. Revenues and Financing Plan – Financial Services will develop conservative, multi-year revenue forecasts based upon current and known future revenue streams. The Plan will illustrate the impact of the Capital and Operations Plans on the property tax rate, utility rates and other fees. Sensitivity analyses may be used in order to react to low-medium-high growth environments that would allow for more aggressive investment in infrastructure and conversely time to react to economic slowdown.
- D. Performance Measures – Department Directors will develop program performance measures to evaluate the impact of new programs and growth on the departments. Existing programs will also be evaluated as a part of the multi-year planning process and annual budget process to determine whether certain programs should continue to be funded. International City Managers' Association (ICMA) Insights program participation will be utilized to establish, track and compare performance measures.

ANNUAL OPERATING BUDGET

Budgeting is an essential element of the financial planning, control and evaluation process of municipal government. The "operating budget" is the City's annual financial operating plan. The annual budget includes all of the operating departments of the general fund, proprietary funds, debt service funds, special revenue funds and capital improvement funds of the City.

- A. Planning – The budget process will include City Council participation in the identification of major policy issues. The budget process will be an extension of the strategic planning process for the City and will allow for citizen input.
- B. Preparation – The Charter (Section 8.02) requires "On or before the 15th day of August each fiscal year, the City Manager shall submit to the City Council a budget for the ensuing fiscal year and an accompanying message." The City Council shall adopt the budget on or before the last day of the last month of the current fiscal year.
 - I. Proposed Budget – A proposed budget shall be prepared by the City Manager and delivered to the City Council per the City Charter.
 - a. In accordance with the Charter (Section 8.04), the budget shall provide a complete financial plan for the ensuing fiscal year, in a form the City Manager or Council deems desirable, and the budget shall include goals and objectives, a capital budget, enterprise funds and appropriations.
 - b. In accordance with the Charter (Section 8.05), the City will publish in a newspaper of general circulation in the City and on the City website, a general summary of the budget, as well as the date, time and location the budget will be available for public inspection. At a minimum, the publication notice must be provided at least two weeks prior to availability.
 - c. A copy of the proposed budget will be filed with the City Secretary upon submission to the City Council, which must be at least 30 days prior to the Council's vote.
 - 2. Adoption – City Council will hold a public hearing, and subsequently adopt by Ordinance the final budget. The budget will be effective for the fiscal year beginning October 1st.
 - 3. Standards for Publication – The City will utilize the criteria outlined in the Government Finance Officers Association (GFOA) Distinguished Budget Program for the presentation of the budget document. The budget document will be submitted annually to the GFOA for evaluation and consideration for the Distinguished Budget Presentation Award.
 - 4. Budget Calendar – The timeline for budget adoption is guided by City Charter and state Truth in Taxation laws. The deadline for the chief appraiser to certify appraisal rolls to taxing units is July 25. After certification, City Council must discuss the tax rate, and if the maximum rate under consideration will exceed the rollback rate or effective tax rate, they must take a record vote and schedule a public hearing. If required, a Notice of Public Hearing on Tax Increase must be published at least 7 days prior to the first public hearing. If required, the second public hearing must be no earlier than 3 days after the first public hearing and is also when the tax rate adoption meeting will be scheduled and announced (must be 3-14 days from the date of the second hearing). Notice of Tax Revenue Increase must be published before the meeting to adopt tax rate (at least seven days, if available). The meeting to adopt tax rate must be held 3-14 days after the second public hearing, and the tax rate must be adopted before September 30th.
- C. Revenue Estimates – In order to maintain a stable level of services, the City shall use a conservative, objective and analytical approach when preparing revenue estimates. The process shall include the analysis of probable economic changes and their impacts on revenues, historical collection rates and trends in revenues. This approach should reduce the likelihood of actual revenues falling short of budget estimates during the year, which could otherwise result in mid-year service reductions.
- D. Balanced Budget – The goal of the City is to balance the operating budget with current revenues, whereby, current revenues match and fund on-going expenditures/expenses. Excess balances in the

operating funds from previous years may be used for non-recurring expenditures/expenses or for capital expenditures.

- E. Reporting – Summary financial reports will be presented to the City Council monthly at a regular City Council meeting. These reports will be in a format appropriate to enable the City Council to understand the overall budget and financial status.
- F. Control and Accountability – Each Department Director, appointed by the City Manager, will be responsible for the administration of his/her departmental budget. This includes accomplishing the Goals and Objectives adopted as part of the budget and monitoring each department budget for compliance with spending limitations. Department Directors may request a transfer of funds within a department budget. All transfers of appropriation or budget amendments require either City Council or City Manager approval as outlined in Section V.C. Further expenditure control guidance is located in Section V of this policy.
- G. Budget Amendments – The *Charter (Section 8.07)* provides a method to amend appropriations. The City Council may authorize:
 - 1. Supplemental Appropriations – If the City Manager certifies that revenues are available in excess of those estimated in the budget, an amendment ordinance may be prepared for City Council approval.
 - 2. Emergency Appropriations – To meet public emergency affecting life, health, property, or the public peace, or to avoid a material cost or public expense, the City Council may adopt an emergency appropriation.
 - 3. Reduction of Appropriations – If at any time during the fiscal year it appears probable that expected revenues will be insufficient to finance expenditures for which appropriations have been authorized, the City Council may adopt an ordinance to reduce appropriations.
- H. Contingency Appropriations – The budget may include contingency appropriations within designated operating department budgets. These funds are used to offset anticipated but amount unknown expenditures, unexpected maintenance or other unanticipated expenses that might occur during the year, including insurance deductibles, unexpected legal expenses, and equipment repairs.
- I. Outside Agency Funding – The City Council may fund a number of outside agencies and organizations that provide core services for the citizens of Hutto. The amount of funding received by each agency depends upon Council direction and the availability of funds. The City Council may designate up to 0.75% of the estimated General Fund revenues during the budget process.
 - 1. Funding Process – A standardized process for application, review, monitoring, and reporting will be provided by the City. All agencies are required to submit applications for funding to the City during the budget process. Applications will include the following:
 - a. Information about the organization including organization's purpose, charter, board of directors, etc.
 - b. Copy of organization's financial policies
 - c. Copy of prior year's tax filing demonstrating non-profit status
 - d. Copy of prior year's audit or financial review for organizations whose operating budget exceeds \$100,000 annually
 - e. If applicable, a list and description of what prior year City funding was used for and program measures that indicate the increased success of the program due to the funding
 - 2. Funding of non-profit agencies through public funds require enhanced guidelines for spending and operations which shall include:
 - a. Funding will typically be used for specific programs, rather than for general operating costs, and demonstrates the program's sustainability beyond a three-year funding period.

- b. The City shall have the ability to review financial reports to monitor how public funds are utilized by an organization.
 - c. Other items may be addressed by the City Council as specified in each organization's Outside Agency Funding Agreement.
- 3. The Williamson County Crisis Center (Hope Alliance), Williamson County Children's Advocacy Center and the Williamson County and Cities Health District will be considered a budgeted line-item. All other outside agencies and organizations will go through the Outside Agency Funding process.
- 4. The City Council will review requests from other agencies and award based upon available funding. Applications will be evaluated on the following criteria:
 - a. Number of Hutto citizens served by the organization;
 - b. Type of service provided and whether other organizations in the community provide the service;
 - c. Availability of other funding sources for the organization;
 - d. Demonstration of ability to adhere to the guidelines outlined by this policy; and
 - e. The City Council prefers to allocate funding based upon the following guideline:
 - Education – 10%
 - Quality of Life – 30%
 - Social Services – 60%
 - Public Health and Safety – The City Council may provide additional funding above the designated 0.75% to support governmental organizations that provide public health and safety services to the Hutto Community. (For example, membership in the Williamson County and Cities Health District)

All funded agencies shall be required to submit quarterly reports with performance data unless otherwise specified.

- J. Periodic Program Reviews – The City Manager and Department Directors will periodically review programs for efficiency and effectiveness. Programs not meeting efficiency and/or effectiveness objectives shall be brought up to required standards or be subject to reduction or elimination.
- K. Budget Contingency Plan – The City will take immediate corrective action at any time during the fiscal year if an operating deficit is projected at year end. General guidelines for managing revenue shortfalls resulting from factors such as local and economic downturns that affect the City's revenue streams are:
 - I. Immediate Action – Once a budgetary shortfall is projected, the City Manager will take the necessary actions to offset any revenue shortfall with a reduction in current expenses. The City Manager may:
 - a. Freeze all new hire and vacant positions except those deemed to be a necessity
 - b. Review all planned capital expenditures
 - c. Delay all "non-essential" spending or equipment replacement purchases
 - 2. Further Action – If the above actions are insufficient to offset the revenue deficit and the shortfall continues to increase, the City Manager will further reduce operating expenses to balance the variance. The City Manager may ask Department Directors for recommendations on reductions of service levels in order to reduce expenditures to balance the budget. Any resulting service level reductions, including workforce reductions, will be addressed by the City Council.

REVENUE MANAGEMENT

- A. Optimum Characteristics – The City will strive for the following optimum characteristics in its revenue system:
 - I. Revenue Adequacy – The City should require there be a balance in the revenue system; i.e., the revenue base will have the characteristics of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.

2. Realistic and Conservative Estimates - Revenues will be estimated realistically, and conservatively, taking into account the volatile nature of various revenue streams.
 3. Administration - The benefits of a revenue source should exceed the cost of levying and collecting that revenue. Where appropriate, the City will use the administrative processes of State, Federal or County collection agencies in order to reduce administrative costs.
 4. Diversification and Stability - A diversified revenue system with a stable source of income shall be maintained. Diversification of revenue sources is intended to mitigate instabilities in revenue sources due to factors such as economic and weather variations.
- B. Other Considerations - The following considerations and issues will guide the City in its revenue policies concerning specific sources of funds:
1. Non-Recurring Revenues - One-time or non-recurring revenues shall not be used to finance current ongoing operations. Non-recurring revenues shall be used only for non-recurring expenditures.
 2. Property Tax Revenues - All real and business personal property located within the City will be estimated at a collection rate of 98% of the taxable value for any given year based on the current appraisal supplied by the Williamson County Appraisal District.
 3. Investment Income - Earnings from investments will be distributed to the funds in accordance with the equity balance of the fund from which the invested monies were provided.
 4. User-Based Fees and Service Charges - For services associated with a user fee or charge, the direct and/or indirect costs of that service will be offset by a fee where possible. The City will review fees and charges at least every two to three years to ensure that fees provide adequate coverage for the cost of services. The City Council will determine how much of the cost of a service should be recovered by fees and charges.
 5. Utility Fund Rates - The City will review and adopt utility rates as needed to generate revenues required to fully cover operating expenses, meet the legal requirements of all applicable bond covenants and provide for an adequate level of working capital.
- Additionally, enterprise activity rates will include transfers to and receive credits from other funds as follows:
6. Administrative Cost Recovery - Administrative costs shall be charged to all funds for services of general overhead, such as administration, financial services, customer billing, legal and other costs as appropriate. These charges will be determined through an indirect cost allocation following accepted practices and procedures.
 7. Revenue Monitoring - Revenues as they are received will be regularly compared to budgeted revenues, variances will be investigated and if material will be included in the quarterly report to the City Council.
- C. Funding Alternatives
1. Grants - The City shall seek to obtain grants which are consistent with the City's current and future priorities and objectives. The City Council must authorize acceptance of any grant funding. Potential grants will be examined for any matching requirements and the source of those requirements identified. Grant applications will be reviewed by Financial Services to ascertain funding sources, outcomes and other relevant information before the information is presented to the City Council. The City shall recover indirect costs to the maximum allowable by the funding source and may waive or reduce indirect costs if doing so will significantly increase the effectiveness of the grant. Grant-funded programs and associated positions will be terminated as directed by the City Council when grant funds are no longer available, unless alternate funding is identified.

2. Leases - The City may authorize the use of lease financing for certain operating equipment when it is determined that the cost benefit of such an arrangement is advantageous to the City. The accounting treatment of leases will change in 2020. The policy will be updated at that time.
 3. Impact Fees - The City will impose impact fees as allowable under state law for both water and wastewater services. These fees will be calculated in accordance with statute and reviewed at least every two to three years. All fees collected will fund projects identified within the Fee study and as required by state laws.
- D. Liabilities and Receivables - Procedures will be followed to maximize discounts and reduce penalties offered by creditors. Current liabilities will be paid within 30 days of receiving the goods or services or invoice. Accounts Receivable procedures will target collection for a maximum of 30 days of service. Receivables aging past 120 days will be sent to a collection agency. The Chief Financial Officer is authorized to write-off non-collectible accounts that are delinquent for more than 180 days, provided proper delinquency procedures have been followed, and include this information in the annual report to the City Council.

EXPENDITURE POLICIES

- A. Appropriations - The point of budget control is at the department level budget for all funds. The Department Directors shall manage budgets to ensure that appropriations are not exceeded. Budgets are approved by the Council within a departmental or program budget category (personnel costs, supplies, maintenance, operations/maintenance and capital).
- B. Central Control - No recognized or significant salary or capital budgetary savings in any Department shall be spent by the Department Director without prior authorization from the City Manager. Budget savings realized in this manner can be transferred by the City Manager, without further Council action.
- C. Budget Transfers - The *Charter (Section)* provides that the City Manager may transfer balances within departments and programs. A Department Director may request a transfer between line items, or categories of items through the City Manager. Financial Services will make the adjustment upon approval from the City Manager.
- D. Purchasing - All City purchases of goods or services will be made in accordance with the City's current Procurement Policy and with State law. In accordance with Texas Local Government Code, Subchapter B, Sections 252.021 and 252.043, the City shall make award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality. Council may delegate authority to a designated representative in determining the appropriate method of purchase. State law requires any purchase of goods or materials over \$50,000 be formally bid or procured through an approved cooperative. The City's Procurement Policy follows State Law by requiring multiple quotes for most purchases over \$3,000. The City's Procurement Policy requires all contracts greater than \$50,000 annually be approved by the City Council. The following shows a summary of approval requirements for purchases.
 1. Local Preference - In accordance with Chapter 271.9051 of the Local Government Code, the City Council may choose to enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with the lowest bidder, or the bidder whose principal place of business is in the municipality if the governing body determines that the local bidder offers the best combination of contract price and additional economic development opportunities, provided that this bid is within 5% of the lowest bid price received from the lowest bidder whose business is not within the City limits. The determination that the local bidder offers the City the best combination of contract price and additional local economic development opportunities will be made in writing.
 2. Interlocal Cooperation in Delivery of Services - In order to promote the effective and efficient delivery of services, the City shall work with other local jurisdictions to share on an

equitable basis the cost of services, to share facilities and to develop joint programs to improve service to its citizens.

3. Conflict of Interest – The City will comply with all conflict of interest requirements as mandated by the Texas Government Code and Local Government Code.
- E. Prompt Payment – All invoices approved for payment by the proper City authorities shall be paid within thirty (30) calendar days of receipt of goods or services or invoice date, whichever is later in accordance with State law. The City will take advantage of all purchase discounts, when possible.

PAY PHILOSOPHY

The City's goal as an employer is to attract and retain quality employees who provide exemplary public service to our community in an effective and efficient manner.

- A. Adequate Staffing – Staffing levels will be adequate for the operations and programs of the City to be conducted efficiently and effectively. In order to provide continuing services to a growing population, as well as add new services, staffing levels will be evaluated by the City Manager regularly to determine workloads. Workload allocation alternatives, such as contract labor and contracted services, will be explored before adding additional staff.
- B. Market Adjustments – The City shall utilize salary survey data, as well as compensation data from other benchmark cities, as a reference for making market-based adjustments. Market-based adjustments are based upon the job duties and job descriptions of the position, not on performance of the employee within the position. Benchmark cities are identified by the City Council based on parameters such as population, proximity to Hutto, growth rate, and tax base. The cities selected are: Belton, Cedar Park, Cibolo, Georgetown, Kyle, Leander, Little Elm, Pflugerville, Round Rock, Schertz, Seguin and Taylor.
- C. Merit Adjustments – The City utilizes a merit-based pay and step-pay plan as a part of the overall compensation system. Council may fund merit increases annually during the budget process to aid in retaining and rewarding quality employees for productivity and job performance. These merit-based adjustments are recommended by the employee's immediate supervisor and reviewed by both the Department Director and the City Manager. Employees may receive a merit increase upon approval of the City Manager based upon performance, or when other situations warrant this type of increase, such as a reclassification due to additional job duties.

CAPITAL MAINTENANCE AND REPLACEMENT

The City shall maintain a Capital Replacement Fund to provide financial resources to replace aging fleet and equipment. Only fleet and equipment included on the City's Fixed Assets inventory will be included on the replacement schedule. Funding will be set aside each year through the annual budget process to fund the future replacement of fleet and equipment.

ACCOUNTING, AUDITING AND FINANCIAL REPORTING

- A. Accounting – The City is responsible for the recording and reporting of its financial affairs, both internally and externally. The City's Chief Financial Officer is responsible for establishing the structure for the City's Chart of Accounts and for assuring that procedures are in place to properly record financial transactions and report the City's financial position.
- B. Audit of Accounts – In accordance with the *Charter Section 8.14*, an independent audit of the City accounts will be performed annually. The auditor is retained by and is accountable directly to the City Council.
- C. External Reporting – Upon completion and acceptance of the annual audit by the City's auditors, the City shall prepare a written Comprehensive Annual Financial Report (CAFR) which shall be presented to the City Council within 180 calendar days of the City's fiscal year end. The CAFR shall be prepared in accordance with GAAP and shall be presented annually to the GFOA for evaluation and consideration for the Certificate of Achievement in Financial Reporting. If City staffing limitations

preclude such timely reporting, the Chief Financial Officer will inform the City Council of the delay and the reasons therefore.

RISK AND ASSET MANAGEMENT

- A. Risk Management - The City will utilize programs to prevent and/or reduce the financial impact to the City due to claims and losses. Transfer of liability for claims through transfer to other entities through insurance and/or by contract will be utilized where appropriate. Prevention of loss through the safety program and the employee health program will be employed.
- B. Investments - The City Council has formally approved a separate Investment Policy for the City of Hutto that meets the requirements of the Public Funds Investment Act (PFIA), Section 2256 of the Texas Government Code. This policy is reviewed annually by the City Council and applies to all financial assets held by the City.
- C. Cash Management - The City shall maintain a comprehensive cash management program to include the effective collection of all accounts receivable, the prompt deposit of receipts to the City's depository, the payment of obligations, and the prudent investment of idle funds in accordance with this policy.

X. DEBT MANAGEMENT

The City of Hutto recognizes the primary purpose of capital facilities is to support provision of services and mobility to its residents. Using debt financing to meet the capital needs of the community must be evaluated according to efficiency and equity. Efficiency must be evaluated to determine the highest rate of return for a given investment of resources. Equity is resolved by determining who should pay for the cost of capital improvements. In meeting demand for additional services, the City will strive to balance the needs between debt financing and "pay as you go" methods. The City realizes that failure to meet the demands of growth may inhibit its continued economic viability, but also realizes that too much debt may have detrimental effects on the City's long-range financial condition.

The City will issue debt only for the purpose of acquiring or constructing capital assets, including equipment, for the general benefit of its citizens and to allow it to fulfill its various purposes as a city.

- A. Usage of Debt - Long-term debt financing will be considered for multi-year capital improvements of which future citizens will benefit. Alternatives for financing will be explored prior to debt issuance and include, but not limited to:
 - Grants
 - Use of Reserve Funds
 - Use of Current Revenues
 - Contributions from developers and others
 - Leases
 - Impact Fees

When the City utilizes long-term financing, it will ensure that the debt is soundly financed by conservatively-projected revenue sources. The financing period will not exceed the useful life of the improvement and the cost benefit of the improvement, including interest costs, will be positive to the community.

B. Types of Debt -

- I. General Obligation Bonds (GO) - General obligation bonds must be authorized by a vote of the citizens of Hutto. They are used only to fund capital assets of the general government and will not be used to fund operating needs of the City. The full faith and credit of the City as well as the City's ad valorem taxing authority back general obligation bonds. Conditions for issuance of general obligation debt include:
 - When the project will have a significant impact on the tax rate;
 - When the project may be discretionary or nonessential even though it is routine in nature; or

- When the project falls outside the normal bounds of projects the City has typically done.
2. Certificates of Obligation, Contract Obligations (CO) – Certificates of obligation or contract obligations may be used to fund capital requirements that are not otherwise covered either by general obligation or revenue bonds. Debt service for CO bonds may be either from general revenues (tax-supported) or supported by a specific revenue stream(s) or a combination of both. Typically, the City may issue CO bonds when the following conditions are met:
 - When the proposed debt will have minimal impact on future effective property tax rates;
 - When the projects to be funded are within the normal bounds of city capital requirements, such as for roads, parks, various infrastructure and City facilities; and
 - When the average life of the obligation does not exceed the useful life of the asset(s) to be funded by the issue; or
 - When the project or capital item is determined to be nondiscretionary or essential to the City.

Certificates of obligation will be used with prudent care and judgment by the City Council. Every effort will be made to ensure public participation in decisions relating to debt financing.

3. Self-supporting General Obligation Debt – Refers to general obligation debt including CO bonds issued for a specific purpose and repaid through dedicated revenues other than ad valorem taxes. The annual debt requirements are not included in the property tax calculation. The Utility Fund issues this type of debt.
 4. Internal Borrowing between City funds – The City can authorize use of existing long-term reserves as “loans” between funds. The borrowing fund will repay the loan at a rate consistent with current market conditions. The loan will be repaid within ten (10) years. The loan will be considered an investment of working capital reserves by the lending fund.
 5. Short-term Borrowing – The City may authorize the issuance of Public Property Finance Contractual Obligations (PPFCOs) or Limited Tax Notes (Notes) which are short-term obligations for the acquisition of personal public property, such as equipment. PPFCOs and Notes are payable from either ad valorem taxes or another dedicated revenue stream. Each issuance will be assessed to ensure cost effectiveness and the repayment schedule will not exceed the useful life of the asset. Multiple equipment acquisitions can and should be grouped in a single PPFCO or Note issue in order to develop economies of scale. Notes are limited to a 7-year term.
 6. Revenue Bonds – Revenue bonds may be issued to provide for the capital needs of any activities where the capital requirements are necessary for the continuation or expansion of a service. The improved activity shall produce a revenue stream to fund the debt service requirements. The average life of the obligation should not exceed the useful life of the asset(s) to be funded by the bond issue and will generally be limited to no more than twenty (20) years.
- C. Method of Sale – The City will use a competitive bidding process in the sale of bonds unless conditions in the bond market or the nature of the issue warrant a negotiated sale. In such situations, the City will publicly present the reasons for the negotiated sale. The City will rely on the recommendation of a financial advisor and Chief Financial Officer in the selection of the underwriter or direct purchaser.
 - D. Disclosure – Full disclosure of operating costs along with capital costs will be made to the bond rating agencies and other users of financial information. The City staff, with assistance of the financial advisor and bond counsel, will prepare the necessary materials for presentation to the rating agencies and will aid in the production of the Preliminary Official Statements. The City will take responsibility for the accuracy of all financial information released.
 - E. Federal Requirements – The City will maintain procedures to comply with arbitrage rebate and other Federal requirements.

- F. Debt Structuring – The City will issue bonds with maturity not to exceed the useful life of the asset acquired. The structure should approximate overall level debt service and tax rate or revenue source stability unless operational matters dictate otherwise. Market factors, such as the effects of tax-exempt designations, the cost of early redemption options and the like, will be given consideration during the structuring of long-term debt instruments.
- G. Debt Coverage Ratio – Refers to the number of times the current combined debt service requirements or payments would be covered by the current operating revenues net of on-going operating expenses of the City's Utility. The City will maintain a minimum debt service coverage ratio of 1.0 times for these utilities as a whole.
- H. Reimbursement Resolutions – The City may utilize reimbursement resolutions for debt financings as a tool to manage its debt issues, due to arbitrage requirements and project timing. In so doing, the City uses its capital reserve "cash" to delay bond issues until such time when issuance is favorable and beneficial to the City.

XI. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS

The City of Hutto will maintain budgeted minimum reserves in the ending working capital/fund balances to provide a secure, healthy financial base for the City in the event of a natural disaster or other emergency, allow stability of City operations should revenues fall short of budgeted projections and provide available resources to implement budgeted expenditures without regard to actual timing of cash flows into the City.

- A. Operating Reserves – In accordance with the Charter Section 8.04, the City is mandated to maintain a 10% reserve. Per the Fiscal and Budgetary policy, the City will maintain emergency reserves at a minimum of 20% of net budgeted operating expenditures. Net budgeted operating expenditure is defined as total budgeted expenditures less interfund transfers and charges, general debt service (tax supported), direct cost for purchased power and payments from third party grant funds.
 - 1. General Fund – The unobligated fund balance in the General Fund should equal at least 20%.
 - 2. Utility Fund – Working capital reserves in these funds should be 20%.

Reserve requirements will be calculated as part of the annual budget process and any additional required funds to be added to the reserve balances will be appropriated within the budget. Funds in excess of the minimum reserves may be expended for City purposes at the will of the City Council once it has been determined that use of the excess will not endanger reserve requirements in future years.

- B. Capital Project Funds – Every effort will be made for all monies within the Capital Project Funds to be expended within thirty-six (36) months of receipt. The fund balance will be invested, and income generated will offset increases in construction costs or other costs associated with the project. Capital project funds are intended to be expended totally, with any unexpected excess to be transferred to the Debt Service fund to service project-related debt service.
- C. Debt Service Funds for Ad Valorem Tax Obligations – This fund holds receipts from ad valorem property taxes levied to pay debt service on outstanding ad valorem tax obligations. Due to the nature of the source of funds, monies held within this fund are stable. Balances are maintained in this fund to ensure that debt service payments may be made in a timely manner and to comply with ordinances authorizing such outstanding debt obligations.
- D. Investment of Reserve Funds – The reserve funds will be invested in accordance with the City's investment policy.
- E. Sales Tax Excess – Due to the volatile nature of sales tax revenue, collections over and above the estimated sales tax revenue amount should be used to fund non-recurring expenses, such as (but not limited to) equipment purchases, capital improvement projects, or transfers to the capital replacement fund.

HUTTO BOARDS & COMMISSIONS

Hutto Economic Development Corporation. Voters approved the creation of the 4A Hutto Economic Development Board in May 1996. The Board makes recommendations to the Council on the use of a 1/2 cent 4A Sales Tax to support economic development. Board members are appointed by the Council. All corporate powers are under the authority of the Board of Directors. The Board shall consist of seven (7) persons, with terms of each director seat being for three (3) years.

Historic Preservation Commission. The Historic Preservation Commission makes recommendations to the Council in regard to designation of historic sites or districts within the City. Members are appointed by the Council. Five (5) members are appointed for staggered terms of two (2) years. A member of City staff, appointed by Council, shall serve as an ex-officio member and as secretary to the Commission and act as the Local Preservation Officer.

Parks Advisory Board. The Parks Advisory Board makes recommendations to the Council in regard to park and recreational developments. Members are appointed by the Council. The Board shall consist of seven (7) members.

Library Advisory Board. The Library Advisory Board makes recommendations to the Council in regard to the City's Library operations.

Planning & Zoning Commission. The Planning and Zoning Commission makes recommendations to the Council in regard to zoning changes as well as the growth and development of the City. The Planning and Zoning Commission also annually makes recommendations to the City Council regarding the City's Five-Year Capital Improvements Plan. Members are appointed by Council. Seven (7) members serve on the Commission.

Zoning Board of Adjustments. The Board hears and decides appeals in regard to complaints made towards a City Administrative Officer, Department or Board. The Board also acts on applications submitted for variance or special exception to City zoning regulations. Five (5) members are appointed by the Council.

Hutto Ethics Commission. The Hutto Ethics Commission was created in 2007 to render advice and opinions on potential conflicts of interest or violations at the request of a City official. The Commission consists of five (5) members appointed by the City Council to staggered terms of two (2) years, all of whom shall reside in the City. All vacancies filled for the unexpired term and all members shall hold office until successor is appointed by the Council.

Building and Standards Commission. The Hutto Building and Standards Commission was created in 2015 to hear appeals and render decisions upon rulings by the building official when requests for modification or a variation have been made and denied. The commission will also serve as the fire code board of appeals.

GLOSSARY

This document contains specialized and technical terminology that is unique to public finance and budgeting. To assist the reader, a budget glossary follows:

ACCRUAL BASIS. The basis of accounting under which transactions are recognized when they occur, regardless of the timing of related cash flows.

ACCRUED EXPENSES. Expenses incurred but not due until a later date.

AD VALOREM TAXES. (Current) All property, real personal, mixed tangible, intangible, annexations, additions, and improvements to property located within the taxing unit's jurisdiction that are subject to taxation on January 1 of the current fiscal year. Following the final passage of the appropriations ordinance, the City Council sets the tax rate and levy for the current fiscal year beginning October 1 and continuing through the following September 30.

AD VALOREM TAXES. (Delinquent) All taxes are due on receipt of bill and are delinquent if not paid before February 1st of the fiscal year in which it is imposed.

AD VALOREM TAXES. (Penalty and Interest) A delinquent tax incurs a penalty of six (6%) percent of the amount of the tax for the first calendar month it is delinquent, plus one (1%) percent for each additional month of portion of the month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

APPROPRIATION. A legal authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes.

ASSESSED VALUATION. A value that is established for real or personal property for use as a basis for levying property taxes. (Note: Property values are established by the Williamson County Appraisal District.)

ASSET. Resources owned or held which have monetary value.

AUDIT. A comprehensive review of the manner in which the government's resources were actually utilized. A certified public accountant issues an opinion over the presentation of financial statements, tests the controls over the safekeeping of assets and makes recommendations for improvements where necessary.

BASE BUDGET. The on-going expense for personnel, operating services and the replacement of supplies and equipment to maintain service levels. The base budget does not include new programs or projects, which are approved on an individual basis.

BOND. A written promise to pay a sum of money on a specific date at a specified interest rate. The interest payments and the repayment of the principal are detailed in a bond ordinance. The most common types of bonds are general obligation and revenue bonds. These are most frequently used for construction of large capital projects (such as buildings, streets, and water and sewer improvements).

BUDGET. A financial plan of projected resources and proposed expenditures for a given period.

BUDGET CALENDAR. The schedule of key dates or milestones that the City follows in the preparation, adoption, and administration of the budget.

BUDGET CATEGORY. A group of expenses related by function. The City uses five budget categories including: Salaries and Benefits, Supplies and Materials, Repair and Maintenance, Other Services and Charges, and Capital Outlay.

BUDGET CONTINGENCY PLAN. The Fiscal and Budgetary Policy outlines operating procedures for managing revenue shortfalls resulting from factors such as local and economic downturns.

BUDGETED FUNDS. Funds that are planned for certain uses but have not been formally or legally authorized by the legislative body. The budget document that is submitted for Council approval is composed of budgeted funds.

CAPITAL EXPENDITURES. Outflows of spend-able resources for the acquisitions of long-term assets.

CAPITAL IMPROVEMENTS PLAN. A five-year planning document that outlines the capital projects within the next five years and includes information regarding funding, project description and scheduling, and status. The City Council annually adopts a CIP as part of the budget process.

CAPITAL OUTLAYS. Expenditures that result in the acquisition of or addition to fixed assets.

CASH BASIS. A basis of accounting under which transactions are recognized only when cash changes "hands".

CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN). The jurisdictional boundary of the City's water and/or wastewater service area.

CERTIFICATES OF OBLIGATION. See definition of bond.

CHARRETTE. A facilitated planning retreat process that brings together multiple parties to create initial ideas and designs for projects.

CONTINGENCY. A budgetary appropriation reserve set aside for emergencies or unforeseen expenditures not budgeted.

CONTINGENCY RESERVES. A portion of the budgeted ending fund balance or working capital that is not available for appropriation. The intent of the reserves is to provide flexibility, should actual revenues fall short of budgeted revenues and to provide adequate resources to implement budgeted expenditures without regard to the actual cash flow of the fund.

COST ACCOUNTING. That method of accounting that provides for assembling and recording of all the elements of cost incurred to accomplish a purpose, to carry on an activity or operations, or to complete a unit of work or a specific job.

CURRENT TAXES. Taxes that are levied and due within the current year.

DEBT SERVICES. Principal and interest obligations for bonds and other debt instruments according to a pre-determined payment schedule.

DEFICIT. (1) The excess of the liabilities of a fund over its assets. (2) The excess of expenditures over revenues during an accounting period; or, in the case of proprietary funds, the excess of expense over income during an accounting period.

DELINQUENT TAXES. Taxes that remain unpaid on and after the date on which a penalty for non-payment is assessed.

DEPARTMENT. An administrative segment of the City consisting of multiple divisions that is organized by function and service provided.

DEPRECIATION. The process of estimating and recording the lost usefulness, expired useful life or diminution of service from fixed asset that cannot or will not be restored by repair and will be replaced. The cost of the fixed asset's lost usefulness is the depreciation, or the reserve cost, in order to replace the item at the end of its useful life.

DIVISION. A separately budgeted segment of a department.

EFFECTIVE TAX RATE. The effective tax rate is the tax rate required to produce the same amount of taxes for the current year as the previous year. The rate is calculated by subtracting taxes on property lost this year from

the prior year's taxes total. This number is divided by the current value of property taxed in the prior year. Multiplying this number by 100 will produce the effective tax rate.

ENCUMBRANCES. Commitments related to unperformed (executory) contracts for goods or services.

ENHANCEMENTS. Newly requested budgeted amounts that will result in a new or expanded level of service over the previous year.

ETJ. The Extra-Territorial Jurisdiction is the contiguous area just beyond the city limits where a city may apply its development standards and regulations. A city's ETJ is determined by population.

ESD #3. Williamson County Emergency Services District #3 provide fire protection services to the Hutto area. The entity is independent of the City and levies a maximum ad valorem tax of \$0.1 per \$100 of property valuation. The organization is also referred to as "Hutto Fire and Rescue." The City has an interlocal agreement with the organization for services provided to the Hutto citizens

EXPENDITURE. This term refers to the outflow of funds paid or to be paid for an asset obtained or goods and services obtained regardless of when the expense is actually paid. This term applies to all funds. Note: An encumbrance is not an expenditure. An encumbrance reserves funds to be expended when goods or services are received.

EXPENSES. Charges incurred (whether paid immediately or unpaid) for operation, maintenance, interest and other charges.

FISCAL YEAR. The time period designated by the City signifying the beginning and ending period for recording financial transactions. The City of Hutto has specified October 1 to September 30 as its fiscal year.

FIXED ASSETS. Assets of a long-term character which are intended to continue to be held or used, such as land, building, and improvements other than buildings, machinery and equipment.

FRANCHISE FEE. This is a charge paid by businesses for the use of City streets and public right of way and is in lieu of all other municipal charges, fees, street rentals, pipe taxes or rentals, easement or other like franchise taxes, inspections fees, and/or charges of every kind except Ad Valorem and special assessment taxes for public improvements.

FULL-TIME EQUIVALENT. The numeric breakdown of city positions. A regular full-time employee (40 hours per week) equals one (1.0) full-time equivalent. Part-time positions are calculated as 0.5 full-time equivalents, and seasonal staff positions are considered 0.25 full-time equivalents.

FUND. An accounting entity that has a set of self-balancing accounts and that records all financial transactions for specific activities or government functions. Eight commonly used funds in public accounting are: general fund, special revenue funds, debt service funds, capital project funds, enterprise funds, trust and agency funds, internal service funds, and special assessment funds.

FUND BALANCE. Fund balance is the excess of assets over liabilities and is therefore also known as surplus funds.

GENERAL FUND. The fund used to account for all financial resources except those required to be accounted for in another fund.

GENERAL OBLIGATION BONDS. Bonds that finance a variety of public projects such as streets, building, and improvements. These bonds are backed by the full faith and credit of the issuing government.

GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP). Uniform minimum standards of and guidelines to financial accounting and reporting. These principles govern the form and content of the basic financial statements of an entity; encompass the conventions, rules, and procedures necessary to define accepted

accounting practice at a particular time; include not only broad guidelines of general application, but also detailed practices and procedures; and, provide a standard by which to measure financial presentations.

GOVERNMENTAL FUNDS. Funds, within a governmental accounting system, that support general tax supported governmental activities.

GRANTS. Contributions or gifts of cash or other assets from another government to be used or expended for a specific purpose, activity, or facility.

GROWTH GUIDANCE PLAN. The Growth Guidance Plan includes a statement of strategic priorities/policies adopted by the City Council that are intended to guide the growth and development of the City until 2030.

HOTEL/MOTEL TAX. Pursuant to State law, a tax is levied upon the cost of occupancy of any room or space furnished by any hotel/motel. The current rate of taxation is 13% (7% of which is paid to the City and budgeted for limited uses and 6% of which is collected by the State).

IMPACT FEES. Fees assessed to developers to help defray a portion of the costs that naturally result from increased development. By Texas law, these fees must be used for capital acquisition or debt service relating to capital projects.

INTERFUND TRANSFERS. Amounts transferred from one fund to another.

INTERNAL SERVICE FUND. A fund to account for any service that services other funds in the government.

INVESTMENTS. Securities and real estate held for the generation of revenue in the form of interest, dividends, rentals, or lease payments. The term does not include fixed assets used in governmental operations.

LEVY. (Verb) To impose taxes, special assessments, or special charges for the support of governmental activities. (Noun) The total amount of taxes, special assessments, or special charges imposed by a government.

LONG-TERM DEBT. Debt with a maturity of more than one year after the date of issuance.

MODIFIED ACCRUAL BASIS. The accrual basis of accounting adapted to the governmental fund type spending measurement focus. Under this basis, revenues are recognized when they become both "measurable" and "available to finance expenditures within the current period". Expenditures are recognized when the related fund liability is incurred except for: (1) inventories of materials and supplies which may be considered expenditures either when purchased or when used; (2) prepaid insurance and similar items which need not be reported; (3) accumulated unpaid vacation, sick pay, and other employee benefit amounts which need not be recognized in the current period, but for which larger-than-normal amounts which need not be recognized in the current period, but for which larger-than-normal accumulations must be disclosed in the notes to the financial statements; (4) interest on special assessment indebtedness which may be recorded when due rather than accrued, if approximately offset by interest earning on special assessment levies; and (5) principal and interest on long-term debt which are generally recognized when due.

OPERATING BUDGET. A plan of current year expenditures and the proposed means of financial acquisition, spending, and service delivery activities of government are controlled.

OPERATING TRANSFERS. All interfund transfers other than residual equity transfers.

ORDINANCE. A formal legislative enactment by the governing board of a municipality. If an ordinance is not in conflict with any higher form of law, such as a state statute or constitutional provision, it has the full force and effect of law within the boundaries of the municipality to which it applies. The difference between an ordinance and a resolution is that the latter is less formal and has a lower legal "status". Ordinarily, statutes or characters will specify or imply those legislative actions that must be by ordinance and those which may be by resolution. Revenue raising measures such as these required for imposition of taxes, special assessments and service charges, universally require ordinances.

PERFORMANCE MEASURES. Performance measures are specific quantitative and qualitative indicators that report on the progress of activities and goals. Measures include inputs (the resources required to complete objectives), outputs (the number of units produced), efficiency measures (the number of units produced per input), and outcome measures (the end result of the objective).

PROGRAM DESCRIPTION. A description of the nature of service delivery provided at a particular level of funding.

PROGRAM GOALS. Goals identify the end result the department/division desires to achieve with its activities, but goals are often ongoing and may not be achieved in one year.

PROPERTY TAX. Property taxes are levied on both real and personal property according to the property's valuation and the tax rate.

PROPRIETARY FUND. Funds, within a governmental accounting system, that operate like business entities. These funds are characterized as either enterprise or internal service funds.

RESERVE. A portion of fund restricted for a specific purpose and is, therefore, not available or recommended for general appropriation.

RETAINED EARNINGS. An equity account reflecting the accumulated earnings of an enterprise or internal service fund.

REVENUE BONDS. Bonds for which principal and interest are payable exclusively from earnings from an Enterprise Fund. In addition to a pledge of revenues, such bonds sometimes contain a mortgage on the Enterprise Fund's property.

REVENUES. (1) Increases in governmental fund type net current assets from other than expenditure refunds and residual equity transfers. Under NCGA Statement I, general long-term debt proceeds and operating transfers in are classified as "other financing sources" rather than revenues. (2) Increases in proprietary fund type net total assets from other than expense refunds, capital contributions, and residual equity transfers. Under NCGA Statement I, operating transfers in are classified separately from revenues.

SALES TAX. A general "sales tax" is levied on all persons and businesses selling merchandise in the City limits on a retail basis. The current sales tax rate for the City is 8.25% (with only 1.5% rebated to the City from the State).

SERVICE CHARGES. Service charges are allocated to all Enterprise Fund activities (e.g., water/sewer) for indirect management and administrative support provided by General Fund departments.

SURPLUS. The excess of the assets or resources of a fund over its liabilities or obligations.

TAXES. Compulsory charges levied by a government for the purpose of financing services performed for the common benefit of the public. This term does not include specific charges made against particular persons or property for current or permanent benefits such as special assessments (neither does the term include charges for services rendered only to those paying such charges as, for example, sewer service charges).

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ). The Texas Commission on Environmental Quality monitors the City's utility system for safety and compliance with state law.

TEA 2I. The Transportation Equity Act 2I provided grant funding to the City for the Cottonwood Trail Phase II project.

TEXAS WATER DEVELOPMENT BOARD (TWDB). The City of Hutto is seeking low-interest funding for the Brushy Creek Wastewater Interceptor capital project from the Texas Water Development Board's Clean Water Program.

UNENCUMBERED BALANCE. The amount of an appropriation that is neither expended nor encumbered. It is essentially the amount of money still available for future purchases.

WORKLOAD MEASURES. Workload measures reflect major activities of the division/department in terms of quantity of work accomplished. They should be able to be tracked with a reasonable amount of time and effort.

UNIFIED DEVELOPMENT CODE (UDC). The Unified Development Code is a comprehensive document that outlines all development related codes and ordinances for the City.

ACRONYMS & ABBREVIATIONS

APA. American Planning Association.

AP. Accounts Payable.

AR. Accounts Receivable.

ARRA. American Recovery and Reinvestment Act.

AWWA. American Waterworks Association.

BRA. Brazos River Authority.

CAFR. Comprehensive Annual Financial Report.

CAMPO. Capitol Area Metropolitan Planning Organization.

CAPCOG. Capitol Area Council of Governments.

CCN. Certificate of Convenience and Necessity (water and wastewater).

CDBG. Community Development Block Grant.

CIP. Capital Improvements Plan.

CMO. City Manager's Office Division.

CO BOND. Certificates of Obligation Bond.

COLA. Cost of Living Adjustment.

CTLS. Central Texas Library System

CWSRF. Clean Water State Revolving Fund.

EECBG. Energy Efficiency & Conservation Block Grant.

EIS. Executive Information Systems.

ESD#3. Emergency Services District Number 3.

ETR. The Effective Tax Rate.

ETJ. The Extra-Territorial Jurisdiction.

EWCHC. Eastern Williamson County Higher Education Center.

FTE. Full-time Equivalent.

FY. Fiscal Year.

GO BOND. General Obligation Bond.

GAAP. Generally Accepted Accounting Principles.

GASB. Governmental Accounting Standards Board.

GFOA. Government Finance Officers Association.

GGP. Growth Guidance Plan.

GIS. Geographic Information System.

GPD. Gallons per day.

GPS. Global Positioning System.

HEDC. Hutto Economic Development Corporation.

HISD. Hutto Independent School District.

HOT. Heart of Texas Water Supply.

HPC. Historic Preservation Commission.

HR. Human Resources.

I&S. Interest and Sinking.

ICMA. International City Managers Association.

IT. Information Technology.

ISF. Internal Service Fund

Jonah SUD. Jonah Service Utility District

KHB. Keep Hutto Beautiful Commission.

LCRA. Lower Colorado Rivera Authority.

LS. Lift Station.

MGD. Million gallons per day.

MOU. Memorandum of Understanding.

O&M. Operations and Maintenance.

ODP. Organizational Development Plan.

P&Z. Planning and Zoning Commission.

PAFR. Popular Annual Financial Report.

PID. Public Improvement District

PO. Purchase Order.

PY. Prior Fiscal Year

RFP. Request for Proposal.

RFQ. Request for Qualifications.

SCADA. Supervisory Control and Data Acquisition.

SECO. State Energy Conservation Office.

TCEQ. Texas Commission on Environmental Quality.

TEA 2I. The Transportation Equity Act for the 21st Century.

TIF/TRZ. Tax Increment Financing or Tax Re-investment Zone.

TLETS. Texas Law Enforcement Telecommunication System.

TML. Texas Municipal League.

TMLIRP. Texas Municipal League Intergovernmental Risk Pool.

TMRS. Texas Municipal Retirement System.

TSLA. Texas State Library Association.

TWC. Texas Workforce Commission.

TWDB. Texas Water Development Board.

TXDOT. Texas Department of Transportation.

UB. Utility Billing.

UCR. Uniform Crime Report.

UDC. Unified Development Code.

WCCAC. Williamson County Children's Advocacy Center.

WCCHD. Williamson County and Cities Health District.

WILCO. Williamson County.

WWTP. Wastewater Treatment Plant.

YAC. Youth Advisory Commission.

Regular City Council
AGENDA ITEM
10.B.



To: Regular City Council
Subject: Consideration and possible action on the first reading of an ordinance levying Ad Valorem taxes for the use and support of the municipal government for the City of Hutto for the Tax Year 2019.
Meeting: Regular City Council - 05 Sep 2019
Department: Finance
Staff Contact: Michel Sorrell

BACKGROUND INFORMATION:

The impact of the tax rate was discussed as part of the budget presentations. The proposed tax rate of \$0.631351 per \$100 valuation is also the rollback rate. The proposed tax rate is 30.6% higher than the effective tax rate of \$0.483486. The City Council hosted two public hearings on the proposed ad valorem rate.

The proposed rate is divided as follows to meet the debt service requirements of the City:

Maintenance and Operations of the general government (General Fund), a rate of \$0.397768 on each \$100 valuation of property; debt service on bonds sold for the support of general government, a rate of \$0.233583 on each \$100 valuation of property.

The State requires certain language be used in the motion to adopt the tax rate. The motion to adopt the recommended tax rate is as follows:

"I move that the property tax rate be increased by the adoption of the tax rate of \$0.631351, which is effectively a 30.6% increase in the tax rate:

FINANCIAL IMPACT:

The budget for the General Fund and Interest and Sinking Fund (Debt Service) are predicated on the above stated rates.

ATTACHMENTS:

[Ordinance Levying Ad Valorem Taxes for use 2019-2020](#)

ORDINANCE NO.

AN ORDINANCE LEVYING AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT FOR THE CITY OF HUTTO FOR THE TAX YEAR 2019; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSE; AND, PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID; AND PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, AND REPEALING CLAUSE.

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

SECTION I.

That there is hereby levied and there shall be collected for the use and support of the Municipal Government of the City of Hutto, upon all property, real personal and mixed, within the corporate limits of said City subject to taxation a tax of \$0.631351 on each \$100.00 valuation of property, said tax being levied and apportioned to the specific purpose herein set forth.

1. For the Maintenance and Operations of the general government (General Fund), a rate of \$0.397768 on each \$100.00 valuation of property and
2. For debt service on bond sold for the support of general government, a rate of \$0.233583 on each \$100.00 valuation of property.

SECTION II.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2.17% AND WILL INCREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 BY APPROXIMATELY \$8.47.

SECTION III.

That the Taxes levied under this ordinance shall be due October 1, 2019, and if not paid on or before January 31, 2020, shall become delinquent.

SECTION IV.

All Taxes shall become a lien upon the property against which assessed, and the City Tax Assessor and Collector of the City of Hutto is hereby authorized and empowered to enforce the collection of such Taxes according to the Constitution and Laws of the State of Texas and ordinances of the City of Hutto and shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property whether real or personal, for the payment of said taxes, penalty and interest, and the interest and penalty collected from such delinquent taxes shall be apportioned to the General Fund of the City of Hutto. All delinquent taxes shall bear interest from the date of delinquency at the rate as prescribed by State Law.

SECTION V. Publication Clause

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

SECTION VI. Severability Clause

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

SECTION VII. Repealing Clause

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

SECTION VIII. Open Meeting Clause

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

SECTION IX.

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

READ and **APPROVED** on **first reading** on this the **5th** day of **September, 2019**, at a regular called meeting of the City Council of the City of Hutto, there being a quorum present, by a record vote:

AYES:

NAYS:

READ, APPROVED and **ADOPTED** on **second reading** this **19th** day of **September, 2019** at a regular meeting of the City Council of the City of Hutto, there being a quorum present, by a record vote and approved by the Mayor on the date set out above.

AYES:

NAYS:

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hall, City Secretary

Regular City Council
AGENDA ITEM
10.C.



To: Regular City Council
Subject: Consideration and possible action on the first reading of an ordinance ratifying an Ad Valorem tax increase for the 2019-2020 Fiscal Year for the use and support of the municipal government for the City of Hutto for the Tax Year 2019. (Michel Sorrell)
Meeting: Regular City Council - 05 Sep 2019
Department: Finance
Staff Contact: Michel Sorrell

BACKGROUND INFORMATION:

House Bill 3195 was adopted by the Texas Legislature during the 2007 legislative session. It requires a separate vote of the governing body to ratify the property tax increase in addition to and separate from the vote to adopt the budget or vote to set the tax rate required by Chapter 27, Tax Code, or other law.

If the proposed rate of \$0.631351 per \$100 valuation is adopted, this budget will raise more total property taxes than last year's budget by \$648,255, or 8.99%, and of that amount \$427,252 is tax revenue to be raised from new property added to the tax roll this year.

FINANCIAL IMPACT:

The budget for the General Fund and Interest and Sinking Fund (Debt Service) is predicated on the proposed tax rate of \$0.631351 per \$100 valuation.

RECOMMENDATION:

Staff recommends the Council approve the first reading of the ordinance.

ATTACHMENTS:

[Ordinance Ratifying the Property Tax Increase for FY 20](#)

ORDINANCE NO.

AN ORDINANCE RATIFYING A PROPERTY TAX INCREASE FOR THE FISCAL YEAR 2020 FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT FOR THE CITY OF HUTTO; AND PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, AND REPEALING CLAUSE.

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

SECTION I.

That this budget will raise more total property taxes than last year's budget by \$648,255 or 8.99%, and of that amount \$427,252 is tax revenue to be raised from new property added to the tax roll this year based on an ad valorem rate of \$0.631351 on each \$100.00 valuation of property.

SECTION II.

That the 2019 taxable value on the 2019 certified appraisal roll totals \$2,083,509,882 compared to \$1,848,642,234 in 2018.

SECTION III.

That the proposed Fiscal Year 2020 Budget and tax levy shall be adopted in separate ordinances and will become effective October 1, 2019, and end September 30, 2020.

SECTION IV. Publication Clause

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

SECTION V. Severability Clause

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

SECTION VI. Repealing Clause

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

SECTION VII. Open Meeting Clause

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

SECTION VIII.

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

READ and **APPROVED** the **first reading** on the **5th** day of **September 2019**, at a regular meeting of the City Council of the City of Hutto, there being a quorum present, by ____ "Ayes" and ____ "Nays".

READ, APPROVED and **ADOPTED** on the **second reading** this **19th** day of **September 201**, at a regular meeting of the City Council of the City of Hutto, there being a quorum present, by ____ "Ayes" and ____ "Nays", and approved by the Mayor on the date set out above.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

Regular City Council
AGENDA ITEM
10.D.



To: Regular City Council
Subject: Consideration and possible action on first reading of an ordinance concerning the adoption of the Hutto Economic Development Corporation - Type A Fiscal Year 2019-2020 Budget.
Meeting: Regular City Council - 05 Sep 2019
Department: Finance
Staff Contact: Michel Sorrell

BACKGROUND INFORMATION:

The Hutto Economic Development Corporation - Type A by-laws require the Hutto Economic Development Corporation - Type A budget to be approved by City Council before the budget will become effective. The by-laws also require that the budget be adopted at least sixty (60) prior to the beginning of the next fiscal year. The Hutto Economic Development Corporation - Type A fiscal year is the same as the City, which starts October 1 and ends September 30.

FINANCIAL IMPACT:

Currently the Hutto Economic Development Corporation - Type A is still in existence because the entity issued bonds for the purchase of land. The Type A does not collect the voter elected sales tax. In order for the Type A to pay the debt service for the bond issuance the Type B must pay the Type A those funds. Debt service for FY 2020 is \$544,994, including principal and interest.

The City Council is asked to approve the budget of the Hutto Economic Development Corporation - Type A to comply with Section 501.073 of the Texas Local Government Code which states:

Sec. 501.073 SUPERVISION BY AUTHORIZING UNIT. (a) The corporation's authorizing unit will approve all programs and expenditures of a corporation and annually review any financial statements of the corporation.

RECOMMENDATION:

The Hutto Economic Development Board - Type A recommended approval of the proposed budget at their meeting on August 5, 2019.

Staff recommends approval of the ordinance.

ATTACHMENTS:

[FY 2019-20 Budget Ordinance HEDC Type A](#)
[EDC Type A Budget FY 2019-2020](#)

ORDINANCE NO. _____

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE A FOR THE FISCAL YEAR OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 AND ADOPTING THE ANNUAL BUDGET OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE A FOR THE 2019-20 FISCAL YEAR; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, AND OPEN MEETING CLAUSE.

WHEREAS, the Hutto Economic Development Corporation Type A budget for the fiscal year October 1, 2019 through September 30, 2020, was duly presented to the City Council.

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

SECTION I.

That the appropriations for the fiscal year October 1, 2019 through September 30, 2020 for the support of the Hutto Economic Development Corporation Type A be fixed and determined for said terms in accordance with the expenditures shown in the Hutto Economic Development Corporation Type A's 2020 fiscal year budget, a summary of which is appended hereto as Exhibit A.

SECTION II.

That the budget, as shown in words and figures in **Exhibit A**, is hereby approved in all respects and adopted as the City's budget for the fiscal year October 1, 2019 through September 30, 2020.

SECTION III. Publication Clause

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

SECTION IV. Severability Clause

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

SECTION V. Repealing Clause

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

SECTION VI. Open Meeting Clause

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

SECTION VII.

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

READ and **APPROVED** the first reading of the ordinance on the **5th** day of **September, 2019,**

READ, APPROVED, and ADOPTED on the second reading of the ordinance on the **19th** day of **September, 2019/**

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

EDC Type B (CDC) Budget for FY 2019-2020

	<u>Proposed</u>
Revenue	
Sales Tax	1,367,325
Interest & Other	12,500
	1,379,825
<u>EXPENSES</u>	
Personnel & Benefits	132,837
Community Relations	-
Administrative Costs	1,000
Business Program Administrative Costs	18,000
Postage	250
Marketing	30,000
Professional Expenses	
Audit	3,600
Legal	5,000
Reimbursement for External Staffing	80,029
Appraisal Services	
Training/Conferences	15,000
Membership Dues	12,000
Other	-
<u>INCENTIVE PROGRAMS</u>	
Williamson County Higher Education Payment	125,000
Co-op District (<i>funds to be paid to PID Bonds</i>)	
<i>Flix</i>	
<i>Southside BBQ</i>	
<i>Others</i>	
AEND	25,000
JRS	25,000
Projects/Incentives	100,000
Small Business Incentive Program	150,000
Total Expenditures	722,716
Revenues over expenditures	657,109
<u>OTHER FINANCING SOURCES AND USES</u>	
Bond Revenues	
Debt Service Payment	(544,994)
Total Other Financing Sources (Uses)	(544,994)
Net Income	112,115
Beginning Fund Balance	743,148
Ending Fund Balance	855,263

Regular City Council
AGENDA ITEM
10.E.



To: Regular City Council
Subject: Consideration and possible action on the first reading of an ordinance concerning the adoption of the Hutto Economic Development Corporation - Type B Fiscal Year 2019-2020 Budget. (Michel Sorrell)
Meeting: Regular City Council - 05 Sep 2019
Department: Finance
Staff Contact: Michel Sorrell

BACKGROUND INFORMATION:

The Hutto Economic Development Corporation - Type B by-laws require the Hutto Economic Development Corporation - Type B budget to be approved by City Council before the budget will become effective. The by-laws also require that the budget be adopted at least sixty (60) days prior to the beginning of the next fiscal year. The Hutto Economic Development Corporation - Type B fiscal year is the same as the City, which starts October 1 and ends September 30.

FINANCIAL IMPACT:

The State Comptroller's office remits the 1/2 cent Type B economic development sales tax to the City. The funds are then allocated to the Hutto Economic Development Corporation - Type B account monthly.

The FY 2019-2020 Budget totals \$1,267,710 in expenditures. This includes salary and benefits, administrative and professional fees, incentive programs and debt service.

Currently the Hutto Economic Development Corporation - Type A is still in existence because the entity issued bonds for the purchase of land. The Type A does not collect the voter elected sales tax. In order for the Type A to pay the debt service for the bond issuance the Type B must pay the Type A those funds. Debt service for FY 2020 is \$544,994, including principal and interest.

The City Council is asked to approve the budget of the Hutto Economic Development Corporation - Type B to comply with Section 501.073 of the Texas Local Government Code which states:

Sec. 501.073 SUPERVISION BY AUTHORIZING UNIT. (a) The corporation's authorizing unit will approve all programs and expenditures of a corporation and annually review any financial statements of the corporation.

RECOMMENDATION:

The Hutto Economic Development Corporation Board of Directors recommended approval of the proposed budget at their meeting on August 5, 2019.

Staff recommends approval of the ordinance.

ATTACHMENTS:

[FY 2019-20 Budget Ordinance HEDC Type B](#)
[EDC Type B Budget FY 2019-2020](#)

ORDINANCE NO. _____

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE B FOR THE FISCAL YEAR OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 AND ADOPTING THE ANNUAL BUDGET OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE B FOR THE 2019-20 FISCAL YEAR; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, AND OPEN MEETING CLAUSE.

WHEREAS, the Hutto Economic Development Corporation Type B budget for the fiscal year October 1, 2019 through September 30, 2020, was duly presented to the City Council.

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

SECTION I.

That the appropriations for the fiscal year October 1, 2019 through September 30, 2020 for the support of the Hutto Economic Development Corporation Type B be fixed and determined for said terms in accordance with the expenditures shown in the Hutto Economic Development Corporation Type B's 2020 fiscal year budget, a summary of which is appended hereto as Exhibit A.

SECTION II.

That the budget, as shown in words and figures in **Exhibit A**, is hereby approved in all respects and adopted as the City's budget for the fiscal year October 1, 2019 through September 30, 2020.

SECTION III. Publication Clause

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

SECTION IV. Severability Clause

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

SECTION V. Repealing Clause

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

SECTION VI. Open Meeting Clause

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

SECTION VII.

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

READ and **APPROVED** the first reading of the ordinance on the **5th** day of **September, 2019**,

READ, APPROVED, and ADOPTED on the second reading of the ordinance on the **19th** day of **September, 2019**/

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

EDC Type B (CDC) Budget for FY 2019-2020

	<u>Proposed</u>
Revenue	
Sales Tax	1,367,325
Interest & Other	12,500
	1,379,825
<u>EXPENSES</u>	
Personnel & Benefits	132,837
Community Relations	-
Administrative Costs	1,000
Business Program Administrative Costs	18,000
Postage	250
Marketing	30,000
Professional Expenses	
Audit	3,600
Legal	5,000
Reimbursement for External Staffing	80,029
Appraisal Services	
Training/Conferences	15,000
Membership Dues	12,000
Other	-
<u>INCENTIVE PROGRAMS</u>	
Williamson County Higher Education Payment	125,000
Co-op District (<i>funds to be paid to PID Bonds</i>)	
<i>Flix</i>	
<i>Southside BBQ</i>	
<i>Others</i>	
AEND	25,000
JRS	25,000
Projects/Incentives	100,000
Small Business Incentive Program	150,000
Total Expenditures	722,716
Revenues over expenditures	657,109
<u>OTHER FINANCING SOURCES AND USES</u>	
Bond Revenues	
Debt Service Payment	(544,994)
Total Other Financing Sources (Uses)	(544,994)
Net Income	112,115
Beginning Fund Balance	743,148
Ending Fund Balance	855,263

Regular City Council
AGENDA ITEM
10.F.



To: City Council Meeting
Subject: Consideration and possible action on the first reading of an ordinance amending the Fiscal Year 2018-19 Budget to reflect organizational changes, revision and addition of Capital Improvement Projects, purchase of equipment, and the inclusion of Public Improvement District Funds, and other miscellaneous adjustments. (Michel Sorrell)
Meeting: Regular City Council - 05 Sep 2019
Department: Finance
Staff Contact: Michel Sorrell

BACKGROUND INFORMATION:

This represents the second amendment of the FY 2019 Budget. The amendments are detailed in the Exhibit A Fund Summaries. The main purpose of the amendment is to reflect organizational changes, revision and addition of Capital Improvement Projects, purchase of equipment, and the inclusion of Public Improvement District Funds, and other miscellaneous adjustments.

FINANCIAL IMPACT:

Please see Exhibit A for the financial summary.

RECOMMENDATION:

Staff recommends the Council approve the first reading of the ordinance.

ATTACHMENTS:

[ORDINANCE - Budget Amendment #2](#)

ORDINANCE NO. O-19-XX-XX

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE FISCAL YEAR 2018-19 BUDGET TO REFLECT ORGANIZATIONAL CHANGES, THE REVISION AND ADDITION OF CAPITAL IMPROVEMENT PROJECTS, THE PURCHASE OF CAPITAL EQUIPMENT AND THE INCREASE IN DEVELOPMENT SERVICES REVENUE, AND OTHER MISCELLANEOUS ADJUSTMENTS.

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, 2018, and ending September 30, 2019, for the support of the general government of the City of Hutto, Texas, be amended for said term in accordance with the change in expenditures shown in the attached Exhibit A.

SECTION 2: That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2018, and ending September 30, 2019.

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 **5th** day of **September 2019**, 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 **19th** day of **September 2019**, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie, Hale, City Secretary

Regular City Council
AGENDA ITEM
10.G.



To: Regular City Council

Subject: Consideration and possible action on the first reading of an ordinance approving a negotiated settlement between the Atmos Cities steering Committee (ACSC) and Atmos Energy Corporation, Mid-Tex Division regarding the company's rate review mechanism.

Meeting: Regular City Council - 05 Sep 2019

Department: Finance

Staff Contact: Michel Sorrell

BACKGROUND INFORMATION:

BACKGROUND AND SUMMARY

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2019, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2018, entitled it to additional system-wide revenues of \$70 million. Application of the standards set forth in ACSC's RRM Tariff required Atmos to reduce its request to \$54 million, \$39.3 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$38.7 million instead of the claimed \$54 million. The amount of the \$38.7 million deficiency applicable to ACSC members would be \$28.2 million.

After the Company reviewed ACSC's consultants' report, ACSC's Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of \$35.4 million from ACSC Cities.

The Executive Committee recommends a settlement at this amount. The Effective Date for new rates is October 1, 2019. ACSC members should take action approving the Ordinance before the end of September.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Ordinance will generate \$35.4 million in additional revenues from ACSC Cities. That proof is attached as Attachment 1 to this Staff Report. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$2.05 on a monthly basis, or 3.7 percent. The increase for average commercial usage will be \$6.18 or 2.31 percent. A bill impact comparison is attached as Attachment 2.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any

regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2019, ACSC residents will have a slight economic monthly advantage over comparable GRIP and comparable DARR rates (see Attachment 3).

EXPLANATION OF “BE IT ORDAINED” PARAGRAPHS:

1. This section approves all findings in the Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$35.4 million from ACSC Cities.
4. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
5. This section approves an exhibit to be used in future rate cases or RRM filings regarding recovery of regulatory liabilities, such as excess deferred income taxes.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Ordinance.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature’s GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex’s claim that its historic cost of service should entitle it to recover \$70 million in additional system-wide revenues, or \$54 million from ACSC Cities, the RRM settlement at \$35.4 million for ACSC Cities reflects substantial savings to ACSC Cities in the amount of \$18.6 million. ACSC’s consultants produced a report indicating that Atmos had justified increased revenues for ACSC Cities of at least \$32.7 million. Settlement at \$35.4 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Ordinance before September 30, 2019. New rates become effective October 1, 2019.

FINANCIAL IMPACT:

Attached exhibits show the financial impact of the negotiated settlement.

ATTACHMENTS:

[2019.08.16 Memorandum](#)

[2019.08.16 Model Staff Report for Ordinance](#)

[2019.08.16 Ordinance RE Settlement between ACSC and Atmos Energy Mid-Tex](#)

[2019 Atmos RRM FAQ](#)

MEMORANDUM

TO: ACSC Cities

FROM: Geoffrey Gay

DATE: August 16, 2019

RE: Model Ordinance and Model Staff Report for New Gas Rates for Atmos Mid-Tex

Attached please find a model ordinance that adopts new gas rates for Atmos Mid-Tex pursuant to a settlement between Atmos Cities Steering Committee and the Company to resolve the pending RRM rate filing. The ACSC Executive Committee approved the settlement and recommends ACSC Cities adopt the attached ordinance. The ordinance contains three exhibits that should be included with the ordinance when passed.

Also attached is a model staff report which describes the ordinance section by section and includes attachments that provide proof of revenues, rate impact calculations, and a margin comparison to rates paid by residents whose rates are not set pursuant to the RRM mechanism.

An ordinance is provided as the preferred form for implementing new rates. A resolution may be used as an alternative to an ordinance, if that is acceptable to your City Attorney's interpretation of your City Charter. If you would prefer a resolution, please request that my secretary send that to you. Her email is hjohnson@lglawfirm.com.

August 16, 2019

MODEL STAFF REPORT

BACKGROUND AND SUMMARY

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2019, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2018, entitled it to additional system-wide revenues of \$70 million. Application of the standards set forth in ACSC’s RRM Tariff required Atmos to reduce its request to \$54 million, \$39.3 million of which would be applicable to ACSC members. ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$38.7 million instead of the claimed \$54 million. The amount of the \$38.7 million deficiency applicable to ACSC members would be \$28.2 million.

After the Company reviewed ACSC’s consultants’ report, ACSC’s Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of \$35.4 million from ACSC Cities.

The Executive Committee recommends a settlement at this amount. The Effective Date for new rates is October 1, 2019. ACSC members should take action approving the Ordinance before the end of September.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Ordinance will generate \$35.4 million in additional revenues from ACSC Cities. That proof is attached as Attachment 1 to this Staff Report. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

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The impact of the settlement on average residential rates is an increase of \$2.05 on a monthly basis, or 3.7 percent. The increase for average commercial usage will be \$6.18 or 2.31 percent. A bill impact comparison is attached as Attachment 2.

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RRM SAVINGS OVER GRIP

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1. This section approves all findings in the Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$35.4 million from ACSC Cities.
4. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
5. This section approves an exhibit to be used in future rate cases or RRM filings regarding recovery of regulatory liabilities, such as excess deferred income taxes.
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7. This section repeals any resolution or ordinance that is inconsistent with the Ordinance.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$70 million in additional system-wide revenues, or \$54 million from ACSC Cities, the RRM settlement at \$35.4 million for ACSC Cities reflects substantial savings to ACSC Cities in the amount of \$18.6 million. ACSC's consultants produced a report indicating that Atmos had justified increased revenues for ACSC Cities of at least \$32.7 million. Settlement at \$35.4 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Ordinance before September 30, 2019. New rates become effective October 1, 2019.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF _____, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2019 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of _____, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by

the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2019, Atmos Mid-Tex filed its 2019 RRM rate request with ACSC Cities based on a test year ending December 31, 2018; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2019 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$35.4 million applicable to ACSC Cities; and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$35.4 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2019 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$35.4 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 4. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 5. That amortization of regulatory liability shall be consistent with the schedule found in attached Exhibit C attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2019 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2019.

Section 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this _____ day of _____, 2019.

Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

Exhibit A

Rate Tariffs Effective October 1, 2019

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 19.55 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 19.60 per month
Commodity Charge – All <u>Ccf</u>	\$0.17423 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2019.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 46.50 per month
Rider CEE Surcharge	\$ 0.02 per month ²
Total Customer Charge	\$ 46.52 per month
Commodity Charge – All Ccf	\$ 0.09924 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

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An Agreement for Gas Service may be required.

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¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2019.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 845.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3572 per MMBtu
Next 3,500 MMBtu	\$ 0.2616 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0561 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 845.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3572 per MMBtu
Next 3,500 MMBtu	\$ 0.2616 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0561 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2019	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j^{th} customer in i^{th} rate schedule is computed as:

$$WNA_{ij} = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j^{th} customer in i^{th} rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2019	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.77	0.1487	88.49	0.7036
Austin	9.04	0.1537	201.48	1.0000
Dallas	13.07	0.2202	184.64	1.1385
Waco	8.77	0.1470	135.70	0.7744
Wichita Falls	11.40	0.1468	117.90	0.5943

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B

2019 Benchmark for Pensions and Retiree Medical Benefits

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2018

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2019 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 2,744,088	\$ 2,267,927	\$ 4,724,119	\$ 193,211	\$ 2,621,842	
2	Allocation to Mid-Tex	43.48%	43.48%	73.88%	100.00%	73.88%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 1,193,029	\$ 986,012	\$ 3,490,241	\$ 193,211	\$ 1,937,051	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 1,193,029	\$ 986,012	\$ 3,490,241	\$ 193,211	\$ 1,937,051	\$ 7,799,544
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	81.35%	81.35%	38.28%	16.24%	38.28%	
11							
12							
13	Total Pension Account Plan	\$ 970,514		\$ 1,336,038			\$ 2,306,553
14	Total Post-Employment Benefit Plan		\$ 802,108			\$ 741,489	1,543,597
15	Total Supplemental Executive Benefit Plan				\$ 31,377		31,377
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 970,514	\$ 802,108	\$ 1,336,038	\$ 31,377	\$ 741,489	\$ 3,881,527

Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. The Company is requesting that the benchmark amount approved by the RRM Cities for future periods include only the expense amount.
- The amount attributable to capital would continue to be recorded to utility plant through the overhead process as described in the CAM.
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

Exhibit C

2019 Amortization Schedule for Regulatory Liability

**ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2018
AMORTIZATION OF REGULATORY LIABILITY**

Line No.	Year Ended Dec. 31	Beginning of Year Rate Base Adjustment Amount (1)	Annual Amortization (2)	End of Year Rate Base Adjustment Amount
	(a)	(b)	(c)	(d)
1	2018	\$ 290,043,948	\$ -	290,043,948
2	2019	290,043,948	12,085,165	277,958,784
3	2020	277,958,784	12,085,165	265,873,619
4	2021	265,873,619	12,085,165	253,788,455
5	2022	253,788,455	12,085,165	241,703,290
6	2023	241,703,290	12,085,165	229,618,126
7	2024	229,618,126	12,085,165	217,532,961
8	2025	217,532,961	12,085,165	205,447,797
9	2026	205,447,797	12,085,165	193,362,632
10	2027	193,362,632	12,085,165	181,277,468
11	2028	181,277,468	12,085,165	169,192,303
12	2029	169,192,303	12,085,165	157,107,139
13	2030	157,107,139	12,085,165	145,021,974
14	2031	145,021,974	12,085,165	132,936,810
15	2032	132,936,810	12,085,165	120,851,645
16	2033	120,851,645	12,085,165	108,766,481
17	2034	108,766,481	12,085,165	96,681,316
18	2035	96,681,316	12,085,165	84,596,152
19	2036	84,596,152	12,085,165	72,510,987
20	2037	72,510,987	12,085,165	60,425,823
21	2038	60,425,823	12,085,165	48,340,658
22	2039	48,340,658	12,085,165	36,255,494
23	2040	36,255,494	12,085,165	24,170,329
24	2041	24,170,329	12,085,165	12,085,165

25 2042 12,085,165 12,085,165 (0)

27

28

29	Revenue Related Tax Factor	6.71%	See WP_F-5.1
	Revenue Related Taxes on Annual		Amortization * Tax
30	Amortization (see WP_B-6.3)	\$ 810,653	Factor
31	Related Taxes (see WP_B-6.3)	<u>\$ 12,905,421</u>	Amortization + Taxes

32

33 Notes:

34 1. The beginning 2018 balance is the September, 2018 balance. The regulatory
35 liability for excess deferred taxes is an estimate. This estimate will be
36 finalized when the Company files its federal tax return in July, 2019. To the
37 extent that this estimate changes with the filing of the Company's tax return,
38 the Company will 'true-up' the amount in the 2020 RRM filing.

39 2. The annual amortization of a 24 year recovery period is based on the
40 Reverse South Georgia Method.

41 3. The Regulatory Liability is recorded to FERC Account 253, Sub Account 27909.

FREQUENTLY ASKED QUESTIONS REGARDING ACSC HISTORY AND THE RRM RATEMAKING PROCESS

What is the role of Cities in ratemaking?

Cities have historically exercised original jurisdiction over the level of gas rates charged within their boundaries. Generally, gas distribution utilities have filed rate cases at the City level and have only gone to the Railroad Commission of Texas (“RCT” or “Commission”) with an appeal of City action or when they could not reach a settlement with Cities. If a utility and Cities reach an agreement, the utility may then file a case at the RCT to implement the same rates approved by Cities in areas outside municipal boundaries.

Once a case is at the RCT, the Commission Staff generally expects Cities to intervene and do most of the discovery, cross-examination, briefing, and sponsor opposing witnesses. There is no consumer advocate at the RCT. If Cities do not participate in hearings at the RCT, the request of a regulated utility is likely to be rubber-stamped.

How and why was the Atmos Cities Steering Committee created?

The Atmos pipeline and distribution systems were built, owned, and operated by Lone Star Gas (“LSG”), which maintained over 200 rate jurisdictions until it sold its assets to Texas Utilities (“TXU”) in the late 1990’s. That meant that many Cities had their own unique distribution rates and that individual Cities had to process rate cases at the local level. LSG-Pipeline served all 200-plus distribution systems, and pipeline rates were set by the RCT.

From the early 1980’s through the late 1990’s, LSG filed no pipeline or system-wide rate cases at the RCT. When LSG was finally brought before the RCT to show cause why its rates should not be reduced, approximately 80 Cities intervened and created an *ad hoc* group known as the Steering Committee of Cities Served by Lone Star. In Gas Utilities Division (“GUD”) docket number 8664, three separate groups of Cities and a number of independent Cities (jointly the “Aligned Cities”) participated and coordinated their efforts to oppose the rate increase.

TXU purchased the LSG assets in the late 1990’s and immediately commenced consolidating 200-plus ratemaking jurisdictions into regions. As regional cases were filed, Cities within each region created an *ad hoc* committee to form a common strategy and negotiating position. Once TXU had aggregated the Cities into five or six jurisdictions, each with a different rate, Texas Utilities Gas Company filed a system-wide case to bring all of the old LSG territory under one common rate. The different City regional committees then united and formed the Allied Coalition of Cities (“ACC”). While the gas utility assets were owned and controlled by TXU, the coalition transformed itself from an *ad hoc* group that came together only in response to rate filings by the utility into a permanent standing coalition.

In Gas Utilities Docket (“GUD”) No. 9400 in 2004, TXU’s request for a \$61.6 million system-wide increase was aggressively opposed by ACC. Cities achieved disallowances of \$42.9 million of a regulatory asset and \$87.8 million of capitalized gas utility plant. The company received only a \$2.01 million increase. Unhappy with that result, TXU decided that owning a gas system was neither as fun nor as profitable as the deregulated electric system, and they sold the system to Atmos Energy Corporation (“Atmos” or “Company”). ACC was then transformed into the Steering Committee of

Cities Served by Atmos and then renamed Atmos Cities Steering Committee to obtain an easy to remember acronym, "ACSC."

What is the Atmos Cities Steering Committee?

ACSC is a coalition of 170 Cities that unite in common purpose to address gas utility rate and franchise issues related to Atmos Energy Corporation. Its objectives are to: (1) ensure that gas utility rates charged to Cities and their residents are fair and reasonable; (2) maintain reasonable franchise fee revenues for Cities; (3) protect Cities' original jurisdiction over rates and services; (4) be a voice for consumers where no state agency assumes such a role; and (5) promote sound ratemaking policies in the public interest.

Cities join the permanent standing committee by passing a resolution and agreeing to support the work of ACSC through modest occasional *per capita* assessments that support ongoing administrative and legislative advocacy and all expenses where Cities are not entitled to reimbursement. Each member City designates a representative to ACSC. Member representatives may volunteer to serve on the ACSC Executive Committee. The Executive Committee sets policy, hires legal counsel and consultants, directs litigation, establishes a legislative agenda, sets assessments on members as needed, and meets quarterly with Atmos executives. The Settlement Committee is directly involved in negotiating resolution of contested matters with Atmos executives. The list of current members is attached.

What is the benefit of membership in ACSC?

One hundred seventy Cities speaking as one voice is much more effective in advocacy before the Railroad Commission and legislature than any one City or multiple small groups of Cities.

The legislature has given gas utilities a right to an annual increase in rates. Resources (both financial and human) of individual Cities are conserved by membership in ACSC. Additionally, membership enhances institutional memory of ratemaking issues, public policy debates, and right-of-way and franchise fee battles.

What has ACSC accomplished?

Going into the 82nd Legislative Session, in December 2010, ACSC released a 48-page report, "Natural Gas Consumers and the Texas Railroad Commission." More than 200 television, newspaper and radio news sites posted information on, and a link to, the report that may be found on ACSC's website, TexasGasConsumers.org.

ACSC has also been instrumental in ongoing Sunset Commission reviews of the RCT. The agency has undergone three Sunset reviews since 2010, and in each case ACSC has maintained a watchful eye on the process to ensure that provisions that could harm the interest of gas utility ratepayers are excluded from the legislation. ACSC representatives also visited on several occasions with the Sunset Commission Staff, and several ACSC recommendations for reform were included in Sunset Commission Reports on the agency. Several ACSC member representatives testified before the legislature regarding the Sunset review of the Railroad Commission.

During the 2011 legislative session, lobbying efforts by ACSC were critical in killing two gas utility bills that would have undermined traditional regulation, deprived Cities of certain rights, and led to even greater rate increases.

ACSC has also resolved a major issue involving franchise fees. In 2010, Atmos unilaterally, without notice, ceased inclusion of franchise fees in the calculations of gross receipts regardless of whether specific franchises included such payments. Several Cities were willing to pursue the matter through litigation. However, counsel for ACSC was able to negotiate a resolution that allowed each member City to determine whether it desired an increase in franchise fee payments based on inclusion of franchise fees in the calculation of gross receipts. If a City opted for inclusion of fee-on-fee revenues, it had the further option of retroactive payments back to the point in time that Atmos decided to curtail fee-on-fee payments. Each member had these options regardless of the wording of the then-valid franchise agreement. This resolution spared significant litigation costs and anxiety and was only possible because of the clout of the ACSC membership.

One of the most significant accomplishments of ACSC occurred in 2007 via a settlement of the then-pending, system-wide rate case. Approximately 50 ACSC City representatives showed up in Arlington for a meeting with Atmos executives who were shocked at the vocal opposition to Atmos' practices, the unfairness of annual Gas Reliability Infrastructure Program ("GRIP") rate filings that precluded City and citizen review, and the Company's lack of coordination with Cities. That meeting led to the creation of the Rate Review Mechanism ("RRM") process and improved ongoing communications between the Company and ACSC.

In 2010, these improved communications between ACSC and the Company led to a workable solution to the need to replace steel service lines in a manner that accommodated Cities' needs to control their rights-of-way, while moderating the rate impact and focusing first on the riskiest service lines based on leak repair histories. This compromise precluded a more onerous (from a City and consumer perspective) program threatened by the RCT.

What is an RRM case?

The concept of an RRM proceeding emerged as a three-year experimental substitute for GRIP cases as part of the settlement of Atmos Mid-Tex's 2007 system-wide rate case. In 2003, the Texas Legislature added Section 104.301, Interim Adjustment for Changes in Investment, to the Gas Utility Regulatory Act. While not identified as such in the law, § 104.301 was referred to as the Gas Reliability Infrastructure Program or GRIP. The GRIP adjustments allowed gas companies to recover changes to invested capital without a review of whether increased revenues or declining expenses offset the invested capital costs. Both Atmos Pipeline and Atmos Mid-Tex filed GRIP cases as soon as the RCT adopted rules to implement the interim adjustments. As explained below, it quickly became apparent that the GRIP adjustments were terrible public policy.

As an alternative to GRIP, ACSC entered into a negotiated agreement with Atmos in 2007 to establish the RRM process. Unlike GRIP, the RRM provided for an annual review of all portions of Mid-Tex's cost of service. It fixed an authorized rate of return on equity for the three-year period at 9.6% (which was less than what the RCT would have authorized) and set caps on the extent to which expenses or investments could increase from one year to the next. More importantly, it allowed Cities to make a comprehensive evaluation of all aspects of the utility's business—investment, operation and maintenance expenses, and revenues—unlike GRIP that only allows consideration of changes to invested capital.

Why is RRM superior to GRIP?

GRIP cases guarantee a one-sided, rubber-stamp approval of the utility's rate request. ACSC attempted to participate in the first two GRIP proceedings filed by both Atmos Pipeline and Atmos Mid-Tex at the RCT. Not only were Cities' motions to intervene denied, but also, ACSC's comments were ignored. At the City level, ACSC consultants determined that Atmos was not only including items such as artwork, chairs, computers, and meals in interim rate adjustments that were allegedly intended to promote pipeline safety, but the Company was also over-earning its previously authorized rate of return. ACSC attacked the Commission's rule in court because it denied City participation, denied a hearing on a contested matter, and denied Cities' recovery of any expenses associated with resisting GRIP rate increases. The courts were not helpful to Cities. In 2011, the Texas Supreme Court upheld the Commission's rule implementing the GRIP statute.

Cities have contended that the GRIP process is terrible public policy since it authorizes what would, from the perspective of a history of public interest regulation, be regarded as unlawful—piecemeal ratemaking. GRIP allows rates to increase if the utility's invested capital net of depreciation increases year-over-year. An increase in rates is mandated under GRIP if investment increases, even if increasing revenues and declining expenses more than offset the costs associated with increased investment.

The RRM process negotiated by ACSC solves the piecemeal ratemaking problem by providing for a comprehensive review of Atmos' expenses and revenues. Furthermore, the RRM process benefitted ACSC by: (1) allowing Cities' participation that would be denied under GRIP; (2) allowing Cities to recover, at utility shareholders' expense, all their ratemaking costs; and (3) avoiding both litigation and RCT jurisdiction.

The legislature has functionally authorized annual increases in gas utility rates through the GRIP process. Since consumers are otherwise stuck with annual rate increases, it is better to have Cities participate in the comprehensive RRM process than be unable to participate in a piecemeal process.

What has been the history of the RRM efforts?

A total of eleven RRM filings have been made by the Company. These filings all resulted in settlements at the City level, except for the 2014 filing, which the ACSC Cities denied. The Company appealed the denial to the RCT, and ACSC was ultimately able to settle that proceeding before it reached the stage of a final RCT order. The results of these filings from a system-wide perspective are as follows (continued on next page):

RRM Filing	Year	Atmos Request	ACSC Settlement
#1	2008	\$33.5 million	\$20 million
#2	2009	\$20.2 million	\$2.6 million
#3	2010	\$70.2 million	\$27 million
#4	2011	\$15.7 million	\$6.6 million
#5	2013	\$22.7 million	\$16.6 million
#6	2014	\$45.7 million	\$43.8 million
#7	2015	\$28.8 million	\$22.8 million
#8	2016	\$35.4 million	\$29.6 million
#9	2017	57.4 million	\$48 million

RRM Filing	Year	Atmos Request	ACSC Settlement
#10	2018	\$27.4 million	\$24.9 million
#11	2019	\$54 million	\$35.4 million

Unable to reach agreement to perpetuate the original RRM terms, Atmos filed a traditional rate case with Cities in 2012 (GUD No. 10170), which was then appealed to the Railroad Commission. A final order in that case was entered in December 2012. The ratemaking decisions of the Commission then became the basis of renewal negotiations on the RRM process. The renewed RRM included some modifications that enhanced the original RRM process. Among these modifications were:

- A limit on the percentage of increase to be included in the monthly customer charge;
- A prohibition against capital post-test year adjustments;
- A time limit for known and measurable adjustments to operating and maintenance expenses;
- A guaranteed reduction in the Company's requested increase of at least \$3 million annually; and
- A limitation on the amount of equity in the Company's capital structure.

Changes to the RRM process

As noted in a communication to ACSC in May 2017, the rate of return on equity ("ROE") embedded in the RRM process between 2013 and 2017 of 10.5% is excessive by at least 100 basis points, based upon a reasonable rate of return that reflects the market conditions in which the Company, and its parent Atmos Energy, operates. Because this ROE cannot be altered except by (1) changing the terms of the RRM tariff, or (2) a Commission order coming out of a new rate case, ACSC informed the Company that the 2017 RRM will be the last filing by the Company under the current tariff. Atmos agreed to renegotiate the terms and conditions of a revised RRM tariff in 2017.

In February and March 2018, ACSC adopted a new RRM tariff ordinance that implemented new procedures and criteria for the RRM process. The revised RRM tariff reduced the allowed ROE from 10.5% to 9.8% and captured the reduced federal income tax rate of 21%. The new tariff expanded Cities' review period from three months to five months. It also required Atmos Mid-Tex to accept ACSC's position regarding incentive compensation related to Atmos' Shared Services Unit. The 2019 RRM filing is the second under the new tariff.

When must Cities approve new rates?

ACSC's Tariff Ordinance adopted around March 2018 declares that new rates become effective October 1st of each year. While it is preferable that ordinances or resolutions adopting new tariffs are passed before the end of September, there is no adverse consequence if final action cannot take place until sometime in October. The only thing that will frustrate new rates becoming effective on October 1, 2019 is City action that specifically denies the increase.

What would happen if a City Council denies the RRM rate increase?

Atmos would either appeal the denial to the Railroad Commission or initiate imposition of GRIP rates or both. Rates for residents of that City would be higher than rates of other ACSC member residents. Rate case expenses (both the City and Company) associated with litigation at the Railroad Commission would likely be surcharged back to the City that denied the increase.

If you have other questions please contact me at (512) 322-5875 and/or gmg@lglawfirm.com, or Georgia Crump at (512) 322-5832 and/or gcrump@lglawfirm.com.

Geoffrey Gay
ACSC, General Counsel

Regular City Council
AGENDA ITEM
10.H.



To: City Council

Subject: An Ordinance of the City Council of the City of Hutto, Texas accepting and approving a Service and Assessment Plan and assessment roll for Mustang Creek Public Improvement District; making a finding of special benefit to the property in the district; levying special assessments against property within the district and establishing a lien on such property; providing for the method of assessment and the payment of the special assessments in accordance with Chapter 372, Texas Local Government Code, as amended, providing penalties and interest on delinquent assessments, providing for severability, and providing an effective date.

Meeting: Regular City Council - 22 Aug 2019

Department: Economic Development

Staff Contact: Jessica Bullock,

BACKGROUND INFORMATION:

A Public Improvement District for the Mustang Creek project was created in June 2018. The boundary for the District has been modified and this item proposes to update the Service and Assessment Plan to reflect those changes.

FINANCIAL IMPACT:

This is a non-recourse bond that will finance the development of the project.



Mustang Creek Public Improvement District

Service and Assessment Plan

August 27, 2019

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SECTION I – PLAN DESCRIPTION AND DEFINED TERMS

SECTION I

PLAN DESCRIPTION AND DEFINED TERMS

A. **Introduction**

On June 7th, 2018 (the “**Creation Date**”), the City Council of the City of Hutto (“the City Council”) approved a Resolution which authorized the creation of the Mustang Creek Public Improvement District (the “**PID**”) to purchase the Authorized Improvements Costs (as defined below) for the benefit of certain property in the PID, all of which is located within the City of Hutto, Texas (the “**City**”).

Chapter 372 of the Texas Local Government Code (as amended, the “**PID Act**”) governs the creation of public improvement districts within cities and counties within the State of Texas. This Service and Assessment Plan (the “**SAP**”) was prepared pursuant to the PID Act. The PID Act requires that a service plan “cover a period of at least five years and ... define the annual indebtedness and the projected costs for improvements.” It also requires the plan “be reviewed and updated annually for the purpose of determining the annual budget for improvements.” The service plan for the PID is described in more detail in **Section V** herein.

The Assessment Roll for the PID is attached hereto as **Appendix A**, and is addressed in **Section IV** of this SAP. The Special Assessments as shown on the Assessment Roll are based on the method for establishing and levying the Special Assessment described in **Sections IV** and **VI** of this SAP.

B. **Definitions**

Capitalized terms shall have the meanings ascribed to them as follows:

“**Administrative Expenses**” means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of (i) legal counsel, the Trustee, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Roll, (iii) computing, levying, collecting and transmitting the Special Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Special Assessments, (v) investing or depositing the Special Assessments or other monies, and (vi) administering the construction of the Authorized Improvements.

“**Administrator**” means an employee of the City or third party designee of the City who shall have the responsibilities provided for herein or in any other agreement approved by the City Council. The City has initially retained DPFG, Inc. to be the Administrator.

SECTION I – PLAN DESCRIPTION AND DEFINED TERMS

“Annual Installments” means, with respect to each Assessed Property, each annual payment of: (i) the Special Assessment (including the principal of and interest on), as shown on the Assessment Roll attached hereto as **Appendix A**, as applicable, or in an Annual Service Plan Update, and calculated as provided in **Section VI** of this SAP and (ii) Administrative Expenses.

“Annual Service Plan Update” has the meaning set forth in **Section V** of this SAP.

“Assessed Property” means property on which Special Assessments have been levied as shown on the Assessment Roll (as the same may be updated each year by the Annual Service Plan Update) and which includes any and all Parcels within the PID other than Non-Benefited Property.

“Assessment Order” means each order adopted by the City Council approving this SAP (or amendments or supplements to the SAP) and levying the Special Assessments.

“Assessment Roll” means, as applicable, the Assessment Roll included in this SAP as **Appendix A**, which may be updated, or modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

“Authorized Improvements” means those improvements authorized under Section 372.003 of the PID Act.

“Authorized Improvements Cost” means the actual costs of design, engineering, construction, acquisition, and inspection of the Authorized Improvements and all costs related in any manner to the Authorized Improvements including (i) the costs of creating the PID, (ii) the costs incurred for the design, planning, financing, administration/ management, acquisition, installation, construction and/or implementation of such Authorized Improvement, (iii) the costs incurred in preparing the construction plans for such Authorized Improvement, (iv) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (v) the project management costs, (vi) the costs incurred for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services related to the Authorized Improvement, (vii) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvement, (viii) the costs of all permitting, zoning and authorized approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses related to the Authorized Improvement, but excluding oversizing costs.

“Budgeted Cost” means with respect to any given Authorized Improvement, the estimated cost of such Authorized Improvement as set forth in **Section III** herein.

SECTION I – PLAN DESCRIPTION AND DEFINED TERMS

“City” means the City of Hutto, Texas.

“City Council” means the City Council of Hutto, Texas.

“City and Corporation Interlocal Agreement” means the interlocal agreement between the City and the LGC to administer the PID and providing for the installment purchase by the City from the LGC of the Authorized Improvements to be funded by the Special Assessment Revenues.

“County” means Williamson County, Texas.

“Delinquent Collection Costs” mean interest, penalties, and expenses incurred or imposed with respect to any delinquent installment of a Special Assessment, or an Annual Installment thereof, in accordance with the PID Act, including the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment thereof, and the costs related to foreclosing the lien against the Assessed Property, including attorney’s fees.

“Developer” means Hutto 1660, LP, their successors and assignees.

“LGC” means the local government corporation created by the City pursuant to Chapter 431, Texas Transportation Code, as amended, for the purpose of administering the PID and to provide for the installment purchase of the Authorized Improvements, among other purposes.

“Lot” means (i) for any portion of the Property for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (ii) for any portion of the Property for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multi-family, single family residential, etc.), as determined by the Administrator and confirmed by the City Council.

“Lot Type 1” means a Lot marketed by the Developer as 50’ lots.

“Mandatory Prepayment” has the meaning set forth in **Section VI.C** of this SAP.

“Non-Benefited Property” means Parcels within the boundaries of the PID that accrue no special benefit from the Authorized Improvements, including Owner Association Property, Public Property, and easements that create an exclusive use for a public utility provider. Property may be identified as Non-Benefited Property at the time the Special Assessments (i) are levied or (ii) are reallocated pursuant to a subdivision of a Parcel. Assessed Property converted to Non-Benefited Property, if the Special Assessments may not be reallocated pursuant to **Section VI.B**, remains subject to the Special Assessments and requires the Special Assessments to be prepaid as provided for in **Section VI.C**.

SECTION I – PLAN DESCRIPTION AND DEFINED TERMS

“Owner’s Association” means a homeowner’s association or property owner’s association.

“Owner’s Association Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, an Owner’s Association established for the benefit of a group of homeowners or property owners within the PID.

“Parcel” means a property identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the County.

“PID” means the Mustang Creek Public Improvement District created by the City pursuant to a Resolution approved June 7th, 2018.

“PID Act” means Chapter 372 of the Texas Local Government Code, as amended.

“Property” means the approximately 153.34 acres of property depicted and described by metes and bounds on Exhibit A to Resolution as adopted by the City June 7th, 2018.

“Public Property” means property, real property, right of way, and easements located within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the City, a county, a school district, a public utility provider, or any other political subdivision or public agency, whether in fee simple, through an exclusive use easement, plat, or a public utility easement.

“Service and Assessment Plan” or **“SAP”** or **“Assessment Plan”** means this Mustang Creek Public Improvement District Service and Assessment Plan (as such plan is amended and updated from time to time) adopted by the City in the first Assessment Order.

“Special Assessment” means the assessment(s) levied against a Parcel or Lot imposed pursuant to the Assessment Order and the provisions herein, as shown on the Assessment Roll, subject to reallocation upon the subdivision of such Parcel or Lot created by such subdivision or reduction according to the provisions hereof and the PID Act.

Section II

PROPERTY INCLUDED IN THE PID

The PID comprises the entire Property. The PID is located entirely within the City. It contains approximately 153.34 acres planned for residential development including the associated rights of way, landscaping, and infrastructure necessary to provide roadways and water and wastewater utilities to the Property. A map of the property within the PID is shown in **Table II**. Legal descriptions for the Property within the PID are included in **Appendix B**.



SECTION III –DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

Section III

DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act identifies the authorized improvements that the City may choose to purchase and finance with the establishment of a PID. The Authorized Improvements identified in the PID Act include:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian mall;
- (v) acquisition and installment of pieces of art;
- (vi) acquisition, construction or improvement of libraries;
- (vii) acquisition, construction or improvement of off-street parking facilities;
- (viii) acquisition, construction, improvement or rerouting of mass transportation facilities;
- (ix) acquisition, construction or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x)
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation and cultural enhancement;
- (xiv) the development, rehabilitation, or expansion of affordable housing; and,
- (xv) the payment of expenses incurred in the establishment, administration and operation of the district.

The City has determined that of the improvements authorized under the PID Act, it will purchase only those Authorized Improvements more particularly described in **Section III.B.** Any change to the list of Authorized Improvements will require the approval of the City.

SECTION III –DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

B. Descriptions and Estimated Costs of Improvements

The Authorized Improvements are described below and the costs of such improvements are shown in **Table III**. The Budgeted Cost of the Authorized Improvements is \$9,455,000. The Special Assessments will only be used to purchase Authorized Improvements that benefit the Assessed Property. The costs shown in **Table III** may be revised through Annual Service Plan Updates.

The Authorized Improvements Costs of the Authorized Improvements are to be funded from the Special Assessment reimbursements as described herein.

A description of the Authorized Improvements follows:

- **Site Work, Site Grading, and Drainage:** Extensive grading and site balancing along with in-line detention designs will be implemented to reclaim considerable amounts of land inside the development. Due to the soil conditions in the area, the residential pad sites will also be moisture conditioned to provide increased stabilization and improved compaction conditions for residence foundations. The site also contains over 6,500' linear feet of underground storm drain ranging from 18" to 48" in diameter. The combined drainage system allows the subdivision to maximize the land usage within the development and provide an oversized stormwater system to efficiently, effectively and safely remove the storm water from the subdivision all while maintaining the current storm water levels required as the water exits the site.
- **Neighborhood Streets:** 18,129 linear feet of residential local (30' width) and collector streets (44' width) utilizing a total of 23.18 acres will be created throughout the subdivision to provide improved access within the subdivision as well as to FM1660 and future CR118 roadways.
- **Wastewater:** A new wastewater lift station will be constructed on .27 acres in the southeastern corner of the property and will serve the entire subdivision. The system includes the associated dedicated land along with 7,000 linear feet of force mains, over 17,000 linear feet of gravity lines and new easement dedications for future expansions.
- **Erosion and Sedimentation Control:** The erosion and sediment improvements consist of silt barriers and other methods to best stabilize the improvements being constructed.
- **Engineering and Planning Costs:** Engineering fees and other expenses associated with the Authorized Improvements described above.

SECTION III –DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

- **Parks and Open Space:** A large open space (approximately 49 acres) of riparian zone natural area, meadows, and play field to be dedicated to the City to provide run and play areas and walkable access to future school, church and commercial developments on the north end of the subdivision. An additional .29-acre amenity center lot will be near the entry of the subdivision and enhanced with playground equipment for neighborhood use.

Table III Authorized Improvements	
Description	Costs
<i>Authorized Improvements</i>	
Site Work, Site Grading, and Drainage	\$ 1,389,227
Neighborhood Streets	1,614,035
Wastewater	1,931,906
Erosion and Sedimentation Control	33,251
Engineering and Planning Costs	1,904,268
Parks and Open Space	2,582,313
Total Authorized Improvements	\$ 9,455,000
Source: Developer	
Note: The figures shown in Table III and the Budgeted Costs for the Authorized Improvements may be revised in Annual Service Plan Updates, and may be reallocated between line items so long as the Authorized Improvements total does not change.	

SECTION IV- ASSESSMENT PLAN

Section IV

ASSESSMENT PLAN

A. Introduction

The PID Act requires the City Council to apportion the cost of the Authorized Improvements based on the special benefits conferred to each lot or parcel by the Authorized Improvements. The PID Act provides that the Special Assessments and the costs of the Authorized Improvements may be allocated: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the City Council may establish the methods of assessing the special benefits for various classes of improvements. **Table IV-A** details the estimated allocation of costs of the Authorized Improvements between the Assessed Property and Non-Benefited Property.

This section of this SAP is intended to describe the special benefit conferred to each Parcel within the PID as a result of the Authorized Improvements, to provide the basis and justification for the determination that this special benefit exceeds the amount of the Special Assessments, and to explain the methodologies by which the City Council allocates and reallocates the special benefit for Authorized Improvements to Parcels and Lots so that there is an equal share of the cost of the Authorized Improvements and Special Assessments being apportioned to Parcels and Lots similarly benefited. The determination by the City Council of the assessment methodology set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners of any Assessed Property.

B. Special Benefit

The Assessed Property must receive a direct and special benefit from the Authorized Improvements, which must be equal to or greater than the amount of the Special Assessments. The Authorized Improvements are provided for the benefit of the Assessed Property.

When the City Council approved this SAP, the Developer owned 100% of the Assessed Property. The Developer has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Special Assessments to pay for the Authorized Improvements Cost associated therewith. The Developer has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Order; (ii) the SAP and the Assessment Order, and (iii) the levying of Special Assessments on the Assessed Property.

SECTION IV- ASSESSMENT PLAN

The City Council determined that funding the Authorized Improvements Cost for the Authorized Improvements through the PID is beneficial to the City. Accordingly, these Authorized Improvements confer a special benefit to the Assessed Property, and such special benefit exceeds the amount of the Special Assessment levied on the Assessed Property. This conclusion is supported by the evidence, information, and testimony provided to the City.

C. Allocation of Authorized Improvements Costs

The Authorized Improvements will provide a special benefit only to the Assessed Property. The Budgeted Cost of the Authorized Improvements is, therefore, allocated entirely to Assessed Property, as shown in **Table IV-A**. The Budgeted Costs detailed in **Table IV-A** for the Authorized Improvements are subject to revision through the Annual Service Plan Updates, but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Allocation of Authorized Improvements to Assessed Property		
Authorized Improvements	Total Cost	% Allocation [a]
Site Work, Site Grading, and Drainage	\$ 1,389,227	100%
Neighborhood Streets	1,614,035	100%
Wastewater	1,931,906	100%
Erosion and Sedimentation Control	33,251	100%
Engineering and Planning Costs	1,904,268	100%
Parks and Open Space	2,582,313	100%
Total Authorized Improvements	\$ 9,455,000	100%
[a] 100% of the Budgeted Costs for the Authorized Improvements are being allocated to Assessed Property.		

D. Special Assessment Methodology

The City Council may assess all or a portion of the Budgeted Cost of the Authorized Improvements against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the amount of the Special Assessments. All or a portion of the Budgeted Cost of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of costs on Assessed Property similarly benefited.

SECTION IV- ASSESSMENT PLAN

For purpose of the Assessment Plan, the City Council has determined that the Budgeted Costs associated with the Authorized Improvements shall be allocated on the basis of estimated buildout value. The Budgeted Costs associated with the Authorized Improvements shall be allocated to the Assessed Property by spreading the entire Special Assessment across all benefitting Parcels and Lots within the PID based on the ratio of the estimated buildout value of such Parcel or Lot to the estimated buildout value for all Assessed Property within the PID. The results of this allocation methodology are presented in **Table IV-B**.

Based on the Budgeted Costs for the Authorized Improvements, the City Council has determined that the benefit to the Assessed Property from the Authorized Improvements is at least equal to the Special Assessments levied on the Assessed Property as subdivided into individual Parcels or Lots.

Table IV-B Special Assessment Allocation								
Lot Type	Units/ SF	% Allocation of Total Special Assessment	Buildout Value at Completion	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit	Average Annual Installment Per Unit	Equivalent Tax Rate (per \$100/AV)
1	505	100.00%	\$ 133,412,376	\$ 9,455,000	\$ 710,894	\$ 18,723	\$ 1,408	\$ 0.53
Total	505	100.00%	\$ 133,412,376	\$ 9,455,000	\$ 710,894	\$ 18,723	\$ 1,408	\$ 0.53
Note: Although the actual unit counts and buildout value may vary from the allocations shown above, the initial assessment allocation for each Unit will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, the City and Corporation Interlocal Agreement and any other documents associated with the creation of the PID. The above estimate assumes a 5.5975% interest rate, a 35 year term for the PID, and initial Administrative Expenses of \$35,000.								

E. Special Assessment and Annual Installments

The Special Assessments for the PID will be levied on each Parcel and Lot according to the Assessment Roll. The Annual Installments for the PID will be collected on the dates and in the amounts shown on the Assessment Roll, subject to any revisions made during an Annual Service Plan Update.

F. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Lot based on the amount of outstanding assessment remaining on the Lot. The Administrative Expenses shall be collected as part of and in the same manner as the Annual Installments in the amounts shown on the Assessment Roll shown on **Appendix A**, which are subject to revision through Annual Service Plan Updates.

SECTION V SERVICE PLAN

Section V

SERVICE PLAN

The PID Act requires the SAP (i) cover a period of at least five years, and (ii) define the annual projected costs for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 12 months for the Authorized Improvements to be constructed and purchased by the City.

The Budgeted Cost of the Authorized Improvements and payment of expenses incurred in the establishment, administration and operation of the PID is \$9,455,000 as shown in **Table V-A**. The SAP shall be reviewed and updated at least annually for purposes of determining the annual budget for Administrative Expenses, updating the Budgeted Costs of the Authorized Improvements, and updating the Assessment Roll shown on **Appendix A**. Any update to this SAP herein is referred to as an **“Annual Service Plan Update.”**

Table V-A summarizes the funds required to purchase the Authorized Improvements, and establish the PID. The funds shown in **Table V-A** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Budgeted Cost and/or Authorized Improvements Costs, if any.

Table V-A Sources and Uses of Funds	
Sources of Funds	
Special Assessment	\$ 9,455,000
Owner Contribution	0
	\$ 9,455,000
Uses of Funds	
Authorized Improvements (a)	\$ 9,455,000
(a) See Table III and Table IV-A for details.	

SECTION V SERVICE PLAN

The Annual Installments for the first five years after the approval of this SAP are presented in **Table V-B**. The Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-B Projected Annual Installments					
Year	Principal Payments	Interest Expense	Administrative Expenses	Annual PID Installments	
2020	\$ 50,000	\$ 569,978	\$ 35,000	\$ 654,978	
2021	100,000	577,220	35,700	712,920	
2022	105,000	571,122	36,414	712,536	
2023	110,000	564,720	37,142	711,862	
2024	115,000	558,013	37,885	710,898	
Total	\$ 480,000	\$ 2,841,053	\$ 182,141	\$ 3,503,194	
Note: The Projected Annual Installments are the expenditures associated with the formation of the PID, the costs of formation and repayment of the PID Special Assessments as well as the administration of the PID. The estimates are based on a 35 year term for the PID and as assumed interest rate of 5.5975%.					

SECTION VI TERMS OF THE SPECIAL ASSESSMENTS

Section VI

TERMS OF THE SPECIAL ASSESSMENTS

A. Amount of Special Assessments and Annual Installments for Parcels

The Special Assessments and Annual Installments for each Assessed Property are shown on the Assessment Roll in **Appendix A-1**. The Special Assessments and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected in an amount sufficient to cover the Administrative Expenses.

B. Reallocation of Special Assessments for Parcels

1. *Upon Division Prior to Recording of Subdivision Plat*

Upon the division of any Assessed Property (without the recording of a subdivision plat), the Administrator shall reallocate the Special Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C / D)$$

“A” means the Special Assessment for a Parcel or Lot created by a subdivision plat.

“B” means the Special Assessment for the subdivided Parcel or Lot prior to division.

“C” means the Special Assessment for the Lot Type applicable to a Parcel or Lot created by a subdivision plat determined by reference to **Table IV-B**.

“D” means the sum of the Special Assessments for all Assessed Property created by a subdivision plat based on the Lot Type applicable to each Parcel or Lot.

If the resulting Special Assessment for a Parcel or Lot created by a subdivision plat exceeds the Special Assessment for the Lot Type applicable to such Parcel or Lot as shown in **Table IV-B**, the excess amount shall be prepaid as a Mandatory Prepayment as provided under **Section VI.C** herein.

SECTION VI TERMS OF THE SPECIAL ASSESSMENTS

The increase or reallocation of a Special Assessment for an Assessed Parcel that is a homestead under Texas law may not exceed the Special Assessment prior to the increase or reallocation. Any increase or reallocation pursuant to this section shall be reflected in a Service and Assessment Plan Update approved by the City. The division herein shall be considered an administrative action that will not require the City to issue notice and hold a public hearing.

2. *Upon Subdivision by a Recorded Subdivision Plat*

Once a Lot has a Special Assessment applied to it pursuant to **Section VI.B.1** above, and then proceeds to be subdivided again, the Special Assessments for each affected Lot will be allocated in accordance with the formula set forth in **Section VI.B.1** above. If the resulting Special Assessments for a Lot so subdivided exceeds the Special Assessment for the Lot Type applicable to such Lot as set forth in **Table IV-B**, the excess amount shall be prepaid as a Mandatory Prepayment as provided under **Section VI.C** herein.

Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an Annual Service Plan Update approved by the City Council. The reallocation of any Special Assessment as described herein shall be considered an administrative action and will not require any notice or public hearing by the City.

3. *Upon Consolidation*

Upon the consolidation of two or more Assessed Properties, the Special Assessment for the consolidated Assessed Property shall be the sum of the Special Assessments for the Assessed Properties prior to consolidation. The reallocation of a Special Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an update to this SAP approved by the City. The consolidation of any Assessed Property as described herein shall be considered an administrative action and will not require any notice or public hearing by the City.

C. Mandatory Prepayment of Assessments

If (i) Assessed Property or a portion thereof is transferred to a party that is exempt from the payment of the Special Assessment under applicable law, (ii) an owner causes a Parcel or Lot or portion thereof to become Non-Benefited Property, or (iii) a prepayment of a portion of a Special Assessment that has been reallocated as a result of a subdivision plat is required pursuant to **Section VI.B** above, the owner of such Parcel or Lot or portion thereof shall pay to the City, as applicable, the portion of the Special Assessment to be prepaid or the full amount of the Special Assessment for such Parcel or Lot or portion thereof prior to any such transfer or act (a "Mandatory Prepayment").

SECTION VI TERMS OF THE SPECIAL ASSESSMENTS

D. Reduction of Special Assessments

1. If, after all Authorized Improvements to be funded have been purchased, the Authorized Improvements Cost is less than the Budgeted Cost used to calculate the Special Assessments, then the City will reduce the Special Assessment securing each Assessed Property pro rata such that the sum of the resulting reduced Special Assessments for all Assessed Properties equals the reduced Authorized Improvements Cost.

E. Payment of Special Assessments

1. Payment in Full and Partial Pre-Payment

- The Special Assessment for any Parcel may be paid in full at any time in accordance with the PID Act.
- If an Annual Installment has been billed prior to payment in full of a Special Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount upon payment.
- Upon payment in full of a Special Assessment, the City shall deposit the payment in accordance with the City and Corporation Interlocal Agreement; whereupon, the Special Assessment for the Lot shall be reduced to zero, and the Lot owner's obligation to pay the Special Assessment and Annual Installments thereof shall automatically terminate. The City shall provide the owner of the affected Assessed Property a recordable "**Notice of PID Assessment Termination.**"
- At the option of a Lot owner, the Special Assessment on any Lot may be paid in part in an amount equal to the amount of prepaid Special Assessments, with respect thereto. Upon the payment of such amount for a Lot, the City shall deposit the payment in accordance with the City and Corporation Interlocal Agreement, the Special Assessment for the Lot shall be reduced by the amount of such partial payment, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Lot shall be reduced to the extent the partial payment is made.

SECTION VI TERMS OF THE SPECIAL ASSESSMENTS

2. Payment of Annual Installments

- The PID Act provides that a Special Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the City to collect interest and collection costs on the outstanding Special Assessment. A Special Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown in the Assessment Roll, which includes interest on the outstanding Special Assessment and Administrative Expenses. Pursuant to Section 372.018 of the PID Act, an Assessment bears interest at the rate specified by the governing body of the municipality or City beginning at the time or times or on the occurrence of one or more events specified by the governing body. The City Council has determined that the Assessments shall be paid in Annual Installments over a thirty five (35) year period, as shown in the Assessment Roll, with an interest rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index approved by the City Council and reported in the month prior to the establishment of the Special Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City Council is the S&P Municipal BondHigh Yield Index for which the yield to maturity on August 15, 2019 was 4.81 percent (4.81%).
- The Annual Installments as listed on the Assessment Roll have been calculated assuming an interest rate of 5.5975%. The Annual Installments may not exceed the amounts shown on the Assessment Roll except pursuant to any amendment or update to this SAP.
- The Annual Installments shall be reduced to equal the actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

SECTION VI TERMS OF THE SPECIAL ASSESSMENTS

F. Collection of Annual Installments

The Administrator shall, no less frequently than annually, prepare and submit to the City for its approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Assessed Property. Administrative Expenses shall be allocated among Assessed Properties in proportion to the amount of the Annual Installments for the Assessed Property. Each Annual Installment shall be reduced by any credits applied. Annual Installments may be collected by the City (or such entity to whom the City directs) in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act. The City may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of Assessed Property for nonpayment of the delinquent Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of a Special Assessment, shall be assessed annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. Delinquent installments of the Special Assessments shall incur interest, penalties, Administrative Expenses, and attorney's fees in the same manner as delinquent ad valorem taxes. The initial Annual Installments will be due when billed, and will be delinquent if not paid prior to February 1, 2020.

G. Summary of City Responsibilities

The City's responsibility under the SAP shall be as follows:

1. The City shall have no responsibility for administration, assessment, collection or payment of any amounts except as specifically provided in the SAP.
2. The City's sole obligations are to:
 - Review and approve the Annual Service Plan Update including the Annual Installments due for the upcoming year;
 - Contract with the Williamson County Appraisal District or other third party to collect the Assessments;
 - Establish the assessment account ("Assessment Account") to receive the funds collected from Assessments;

SECTION VI TERMS OF THE SPECIAL ASSESSMENTS

- Pay Administrative Expenses as provided herein;
- Direct the Administrator to take all reasonable efforts to collect Assessments including foreclosure of any lien securing delinquent Assessments;
- Deposit Assessments received, including funds received from foreclosure sales, into the Assessment Account; and,
- Pay funds out of the Assessment Account as provided herein and in the City and Corporation Interlocal Agreement.

SECTION VII THE ASSESSMENT ROLL

Section VII

THE ASSESSMENT ROLL

A. Assessment Roll

The City has evaluated each Lot (based on numerous factors such as the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City) to determine the amount of Assessed Property within the PID.

The Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Authorized Improvements. **Table VII** summarizes the \$9,455,000 in special benefit received by the Assessed Property from the Authorized Improvements and the costs of the PID formation. The expected amount of the planned Special Assessment is \$9,455,000, which is less than the benefit received by the Assessed Property. Accordingly, the total Special Assessment to be applied to all the Assessed Property is \$9,455,000 plus annual Administrative Expenses. The Special Assessment for each Assessed Property is calculated based on the allocation methodologies described in **Section IV-D**. The Assessment Roll is attached hereto as **Appendix A**.

Table VII	
Special Benefit Summary	
Special Benefit Summary	Total Cost
Total Public Improvements (a)	\$ 9,455,000
Total Special Benefit	\$ 9,455,000
<i>Special Benefit</i>	
Total Special Benefit	\$ 9,455,000
Projected PID Special Assessment	\$ 9,455,000
Excess Benefit	\$ 0
(a) See Table III for details.	

B. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City for approval, updates to the Assessment Roll and the Annual Service Plan Update to reflect changes such as (i) the identification of each Parcel (ii) the Special Assessment for each Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Special Assessment is payable in installments); and (iv) payments of the Special Assessment, if any, as provided by **Section VI.E**. of this Service and Assessment Plan.

SECTION VIII MISCELLANEOUS PROVISIONS

Section VIII

MISCELLANEOUS PROVISIONS

A. Administrative Review

The City may elect to designate a third party to serve as Administrator of the PID. The City shall notify the Developer in writing upon appointing a third party Administrator.

To the extent consistent with the PID Act, if an owner of the Assessed Property claims that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, that owner must send a written notice describing the error to the Administrator no later than thirty (30) days after the date the invoice or other bill for the Annual Installment is received. If the owner fails to give such notice, such owners shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and, if necessary, meet with the Assessed Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Property owner, such change or modification shall be presented to the City Manager for approval, to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Property (except for the final year during which the Assessment shall be collected), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to City for determination. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

B. Termination of Assessments

Each Special Assessment shall terminate on the date the Special Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the Special Assessment, and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Assessed Property a recordable Notice of the PID Assessment Termination.

C. Amendments

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

SECTION VIII MISCELLANEOUS PROVISIONS

D. Administration and Interpretation of Provisions

The City shall administer (or cause the administration of) the PID, this SAP, and all Annual Service Plan Updates consistent with the PID Act.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this SAP, or the application of same to an Assessed Property or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part thereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this SAP is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this SAP and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

APPENDIX A

Appendix A
Assessment Roll

Appendix A Special Assessment by Property Owner					
Parcel	Tax Parcel ID	Acres	Owner	Special Assessment	Equivalent Tax Rate
A	R020381	147.92	Hutto 1660 LP	\$ 9,120,801	\$ 0.53
B	R325413	4.42	Hutto 1660 LP	\$ 272,539	\$ 0.53
C	R020382	1.00	Hutto 1660 LP	\$ 61,660	\$ 0.53
		153.34		\$ 9,455,000	\$ 0.53
Preliminary and subject to change					

APPENDIX A

Appendix A-1 **Annual Installments**

APPENDIX A

Appendix A-1 Annual Installments					
Year Ending (a)	PID Reimbursement			Administrative Expenses (b)	Annual Installment (c)
	Principal	Interest	Net Debt Service		
2020	\$ 50,000	\$ 569,978	\$ 619,978	\$ 35,000	\$ 654,978
2021	\$ 100,000	\$ 577,220	\$ 677,220	\$ 35,700	\$ 712,920
2022	\$ 105,000	\$ 571,122	\$ 676,122	\$ 36,414	\$ 712,536
2023	\$ 110,000	\$ 564,720	\$ 674,720	\$ 37,142	\$ 711,862
2024	\$ 115,000	\$ 558,013	\$ 673,013	\$ 37,885	\$ 710,898
2025	\$ 120,000	\$ 551,001	\$ 671,001	\$ 38,643	\$ 709,643
2026	\$ 130,000	\$ 543,684	\$ 673,684	\$ 39,416	\$ 713,099
2027	\$ 135,000	\$ 535,757	\$ 670,757	\$ 40,204	\$ 710,961
2028	\$ 140,000	\$ 527,525	\$ 667,525	\$ 41,008	\$ 708,533
2029	\$ 150,000	\$ 518,989	\$ 668,989	\$ 41,828	\$ 710,817
2030	\$ 160,000	\$ 509,843	\$ 669,843	\$ 42,665	\$ 712,507
2031	\$ 165,000	\$ 500,087	\$ 665,087	\$ 43,518	\$ 708,605
2032	\$ 175,000	\$ 490,026	\$ 665,026	\$ 44,388	\$ 709,414
2033	\$ 185,000	\$ 479,355	\$ 664,355	\$ 45,276	\$ 709,631
2034	\$ 195,000	\$ 468,075	\$ 663,075	\$ 46,182	\$ 709,256
2035	\$ 210,000	\$ 456,185	\$ 666,185	\$ 47,105	\$ 713,290
2036	\$ 220,000	\$ 443,380	\$ 663,380	\$ 48,047	\$ 711,427
2037	\$ 230,000	\$ 429,965	\$ 659,965	\$ 49,008	\$ 708,974
2038	\$ 245,000	\$ 415,941	\$ 660,941	\$ 49,989	\$ 710,930
2039	\$ 260,000	\$ 401,002	\$ 661,002	\$ 50,988	\$ 711,991
2040	\$ 275,000	\$ 385,149	\$ 660,149	\$ 52,008	\$ 712,157
2041	\$ 290,000	\$ 368,381	\$ 658,381	\$ 53,048	\$ 711,429
2042	\$ 305,000	\$ 350,698	\$ 655,698	\$ 54,109	\$ 709,807
2043	\$ 325,000	\$ 332,100	\$ 657,100	\$ 55,191	\$ 712,292
2044	\$ 340,000	\$ 312,284	\$ 652,284	\$ 56,295	\$ 708,579
2045	\$ 360,000	\$ 291,552	\$ 651,552	\$ 57,421	\$ 708,973
2046	\$ 380,000	\$ 269,601	\$ 649,601	\$ 58,570	\$ 708,171
2047	\$ 405,000	\$ 246,431	\$ 651,431	\$ 59,741	\$ 711,172
2048	\$ 430,000	\$ 221,736	\$ 651,736	\$ 60,936	\$ 712,671
2049	\$ 455,000	\$ 195,516	\$ 650,516	\$ 62,155	\$ 712,671
2050	\$ 480,000	\$ 167,773	\$ 647,773	\$ 63,398	\$ 711,170
2051	\$ 505,000	\$ 138,505	\$ 643,505	\$ 64,666	\$ 708,170
2052	\$ 535,000	\$ 107,712	\$ 642,712	\$ 65,959	\$ 708,671
2053	\$ 570,000	\$ 75,091	\$ 645,091	\$ 67,278	\$ 712,369
2054	\$ 600,000	\$ 40,335	\$ 640,335	\$ 68,624	\$ 708,959
Totals	\$ 9,455,000	\$ 13,614,727	\$ 23,069,727	\$ 1,749,807	\$ 24,819,533

(a) The dates represent the fiscal year ending 12/31/xx for the PID.

(b) Preliminary Estimate. The Administrative Expenses will be revised in Annual Service Plan Updates based on actual costs.

(c) Annual Installments are calculated assuming a 5.5975% interest rate for the 35 year term of the PID plus Administrative Expenses.

APPENDIX A

Appendix A-2 Annual Installments- Lot Type 1 per Lot					
Year Ending (a)	PID Reimbursement			Administrative Expenses (b)	Annual Installment (c)
	Principal	Interest	Net Debt Service		
2020	\$ 99	\$ 1,129	\$ 1,228	\$ 69	\$ 1,297
2021	\$ 198	\$ 1,143	\$ 1,341	\$ 71	\$ 1,412
2022	\$ 208	\$ 1,131	\$ 1,339	\$ 72	\$ 1,411
2023	\$ 218	\$ 1,118	\$ 1,336	\$ 74	\$ 1,410
2024	\$ 228	\$ 1,105	\$ 1,333	\$ 75	\$ 1,408
2025	\$ 238	\$ 1,091	\$ 1,329	\$ 77	\$ 1,405
2026	\$ 257	\$ 1,077	\$ 1,334	\$ 78	\$ 1,412
2027	\$ 267	\$ 1,061	\$ 1,328	\$ 80	\$ 1,408
2028	\$ 277	\$ 1,045	\$ 1,322	\$ 81	\$ 1,403
2029	\$ 297	\$ 1,028	\$ 1,325	\$ 83	\$ 1,408
2030	\$ 317	\$ 1,010	\$ 1,326	\$ 84	\$ 1,411
2031	\$ 327	\$ 990	\$ 1,317	\$ 86	\$ 1,403
2032	\$ 347	\$ 970	\$ 1,317	\$ 88	\$ 1,405
2033	\$ 366	\$ 949	\$ 1,316	\$ 90	\$ 1,405
2034	\$ 386	\$ 927	\$ 1,313	\$ 91	\$ 1,404
2035	\$ 416	\$ 903	\$ 1,319	\$ 93	\$ 1,412
2036	\$ 436	\$ 878	\$ 1,314	\$ 95	\$ 1,409
2037	\$ 455	\$ 851	\$ 1,307	\$ 97	\$ 1,404
2038	\$ 485	\$ 824	\$ 1,309	\$ 99	\$ 1,408
2039	\$ 515	\$ 794	\$ 1,309	\$ 101	\$ 1,410
2040	\$ 545	\$ 763	\$ 1,307	\$ 103	\$ 1,410
2041	\$ 574	\$ 729	\$ 1,304	\$ 105	\$ 1,409
2042	\$ 604	\$ 694	\$ 1,298	\$ 107	\$ 1,406
2043	\$ 644	\$ 658	\$ 1,301	\$ 109	\$ 1,410
2044	\$ 673	\$ 618	\$ 1,292	\$ 111	\$ 1,403
2045	\$ 713	\$ 577	\$ 1,290	\$ 114	\$ 1,404
2046	\$ 752	\$ 534	\$ 1,286	\$ 116	\$ 1,402
2047	\$ 802	\$ 488	\$ 1,290	\$ 118	\$ 1,408
2048	\$ 851	\$ 439	\$ 1,291	\$ 121	\$ 1,411
2049	\$ 901	\$ 387	\$ 1,288	\$ 123	\$ 1,411
2050	\$ 950	\$ 332	\$ 1,283	\$ 126	\$ 1,408
2051	\$ 1,000	\$ 274	\$ 1,274	\$ 128	\$ 1,402
2052	\$ 1,059	\$ 213	\$ 1,273	\$ 131	\$ 1,403
2053	\$ 1,129	\$ 149	\$ 1,277	\$ 133	\$ 1,411
2054	\$ 1,188	\$ 80	\$ 1,268	\$ 136	\$ 1,404
Totals	\$ 18,723	\$ 26,960	\$ 45,683	\$ 3,465	\$ 49,148

(a) The dates represent the fiscal year ending 12/31/xx for the PID.

(b) Preliminary Estimate. The Administrative Expenses will be revised in Annual Service Plan Updates based on actual costs.

(c) Annual Installments are calculated assuming a 5.5975% interest rate for the 35 year term of the PID plus Administrative Expenses.

APPENDIX B

Appendix B

Legal Description

FIELD NOTES

FOR

A 153.340 ACRE, OR 6,679,481 SQUARE FOOT, TRACT OF LAND BEING A PORTION OF A CALLED 169.99 ACRE TRACT RECORDED IN DOCUMENT NO. 2019000072 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, AND IN THE CCD CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693, AND ALSO IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, ALL IN WILLIAMSON COUNTY, TEXAS. SAID 153.340 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE;

BEGINNING at a ½" iron rod found on the northwest corner of a called 0.50 acre tract recorded in Document No. 2000040392 of the Official Public Records of Williamson County, Texas, same being a point in the east right-of-way line of F.M. 1660, an 80-foot right-of-way recorded in Volume 476, Page 593 of the Deed Records of Williamson County, Texas for the southeast corner and **POINT OF BEGINNING** hereof, from which a TXDOT Type I monument found bears, S 22°01'31" E, 688.30 feet;

THENCE with the east right-of-way line of said F.M. 1660, same being the west boundary line of said 169.99 acre tract the following two (2) courses and distances:

1. N 22°01'31" W, a distance of 935.01 feet to a TXDOT Type I monument found, and
2. N 21°04'51" W, a distance of 1071.21 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the west boundary line of said 169.99 acre tract, same being the east right-of-way line of said F.M. 1660 for the northwest corner hereof, from which a TXDOT Type I monument found bears N 21°04'51" W, 1001.02 feet;

THENCE, departing the east right-of-way line of said F. M. 1660, through the interior of said 169.99 acre tract, the following three (3) courses and distances:

1. N 68°33'50" E, a distance of 1312.44 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a north corner hereof,
2. S 51°25'33" E, a distance of 216.15 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a north corner hereof, and
3. N 21°26'10" E, a distance of 711.67 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the north boundary line of said 169.99 acre tract, same being a point in the south boundary line of a called 65.00 acre tract recorded in Document No. 2009044814 of the Official Public Records of Williamson County, Texas for a north corner hereof;

APPENDIX B

153.340 Acre
Job No. 51048-00
Page 2 of 2

THENCE N 68°33'50" E, with the south boundary line of said 65.00 acre tract, same being the north boundary line of said 169.99 acre tract, a distance of **1189.71 feet** to a an iron rod with cap marked "Lenz & Assoc." found on the southeast corner of said 65.00 acre tract, same being a point in the west boundary line of a called 27.36 acre tract recorded in Volume 866, Page 661 of the Deed Records of Williamson County, Texas for the northeast corner hereof, from which an iron rod with cap marked "Lenz and Assoc." found on the northeast corner of said 65.00 acre tract bears, N 21°41'22" W, 1087.75 feet;

THENCE S 21°41'22" E, with the east boundary line of said 169.99 acre tract, same being in part the west boundary line of said 27.36 acre tract, also being in part the west boundary line of a remnant portion of called 107 acre tract recorded in Volume 309, Page 269 of the Deed Records of Williamson County, Texas and being in part the west boundary line of a called 10.00 acre tract recorded in Document No. 2008053240 of the Official Public Records of Williamson County, Texas, a distance of **3375.35 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the north boundary line of Rivers Crossing Subdivision, Phase Three, a subdivision according to the plat recorded in Cabinet X, Slide 250 of the Plat Records of Williamson County, Texas for a southeast corner hereof, from which a ½" iron rod found on the northeast corner of said Rivers Crossing Subdivision, Phase Three bears, S 82°15'05" E, 522.64 feet;

THENCE with the north boundary line of said Rivers Crossing Subdivision, Phase Three, same being the south boundary line of said 169.99 acre tract the following four (4) courses and distances:

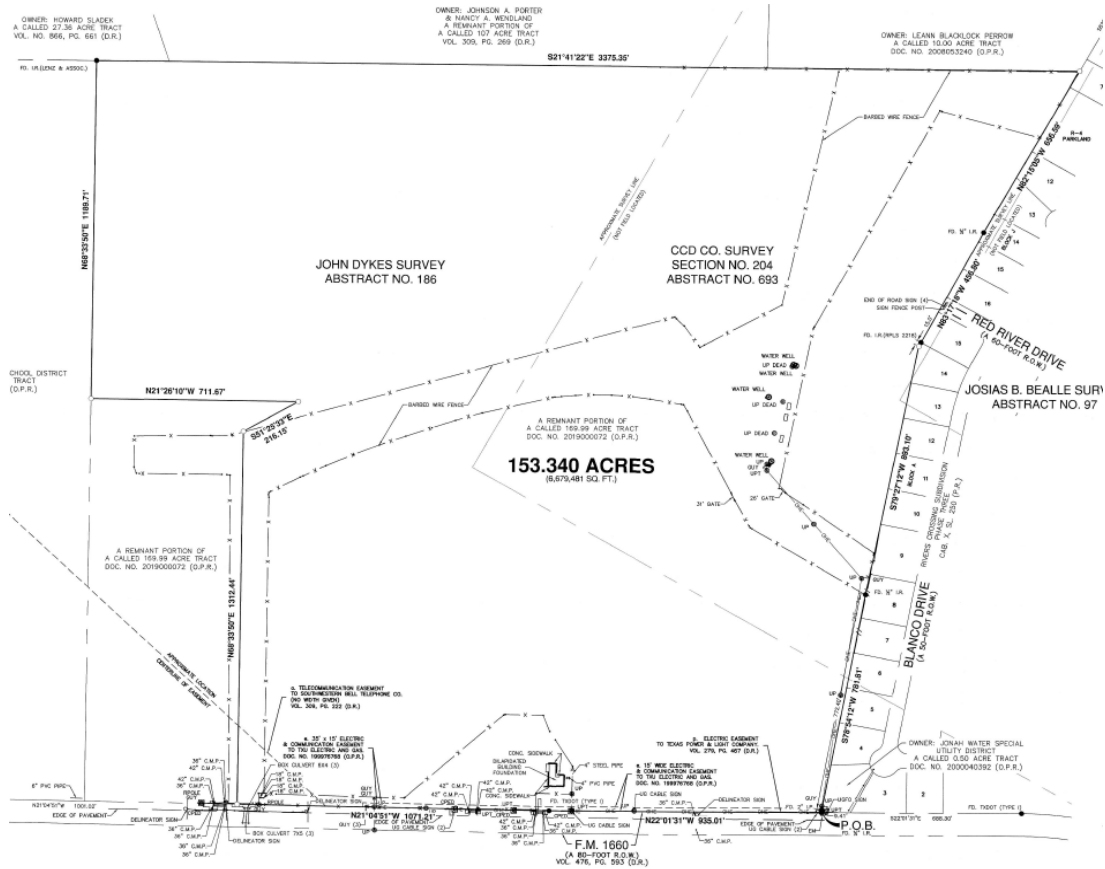
1. **N 82°15'05" W**, a distance of **656.59 feet** to a ½" iron rod found for a south corner hereof,
2. **N 83°17'18" W**, a distance of **456.80 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a south corner hereof,
3. **S 79°27'12" W**, a distance of **893.10 feet** to a ½" iron rod found for a south corner hereof, and
4. **S 78°54'12" W**, at a distance of 772.40 feet passing through a 2" iron pipe found in the south boundary line of the aforementioned 169.99 acre tract, continuing with the south boundary line of said 169.99 acre tract, same being the north boundary line of said 0.50 acre tract for a total distance of **781.81 feet** to the **POINT OF BEGINNING**, and containing 153.340 acres in Williamson County, Texas. Said tract being described in accordance with a survey map prepared by Pape-Dawson Engineers, Inc. under Job No. 51048-00.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: February 18, 2019
JOB No.: 51048-00
DOC.ID.: H:\survey\CIVIL\51048-00 MUSTANG CREEK\Word\FN-51048-00_153.340Ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

APPENDIX C

Appendix C

Parcel Map



Regular City Council
AGENDA ITEM
10.I.



To: City Council
Subject: Consideration and possible action on the first reading of the Chandler Corner Subdivision, 26.303 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located at the southwest corner of Chandler Road and FM 1660 North. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

A Municipal Service Plan (MSP) has been drafted per the Council's directive from their regularly scheduled meeting on May 2, 2019.

The next step in the annexation process is to conduct the second and final reading of the annexation ordinance. An annexation ordinance requires a second reading prior to final approval.

RECOMMENDATION:

Staff recommends that the Council approve the first reading of the ordinance.

ATTACHMENTS:

[\(Ord\)ChandlerCornerAnnex-26.303ac\(Ord\)Complete](#)

ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 26.303 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT “A”, ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO’S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

WHEREAS, pursuant to Section 43.028 of the Texas Local Government Code, the owners of a tract of land containing 26.303 acres, more or less, of land, situated in the John Dykes Survey, Abstract No. 186, in Williamson County, Texas (the “Property”), said Property being situated in Williamson County, Texas, and being more particularly described in **Exhibit “A”** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property, and;

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

WHEREAS, the City Council of the City of Hutto by resolution directed the City’s Development Services Director to prepare a service plan that provided for the extension of full municipal services to the Property, and such service plan was duly prepared and described in **Exhibit “B”** attached hereto and made part hereof by reference for all purposes, and;

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

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

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

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

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

SECTION I.

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

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION V.

That the Service Plan providing for extension of municipal services to the areas proposed to be annexed, attached hereto and incorporated herein as **Exhibit “B”**, is hereby approved.

SECTION VI.

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

SECTION VII.

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

SECTION VIII.

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

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

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

SECTION IX.

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

READ and **APPROVED** on first reading on this the **5th** day of **August, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this **19th** day of **August, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

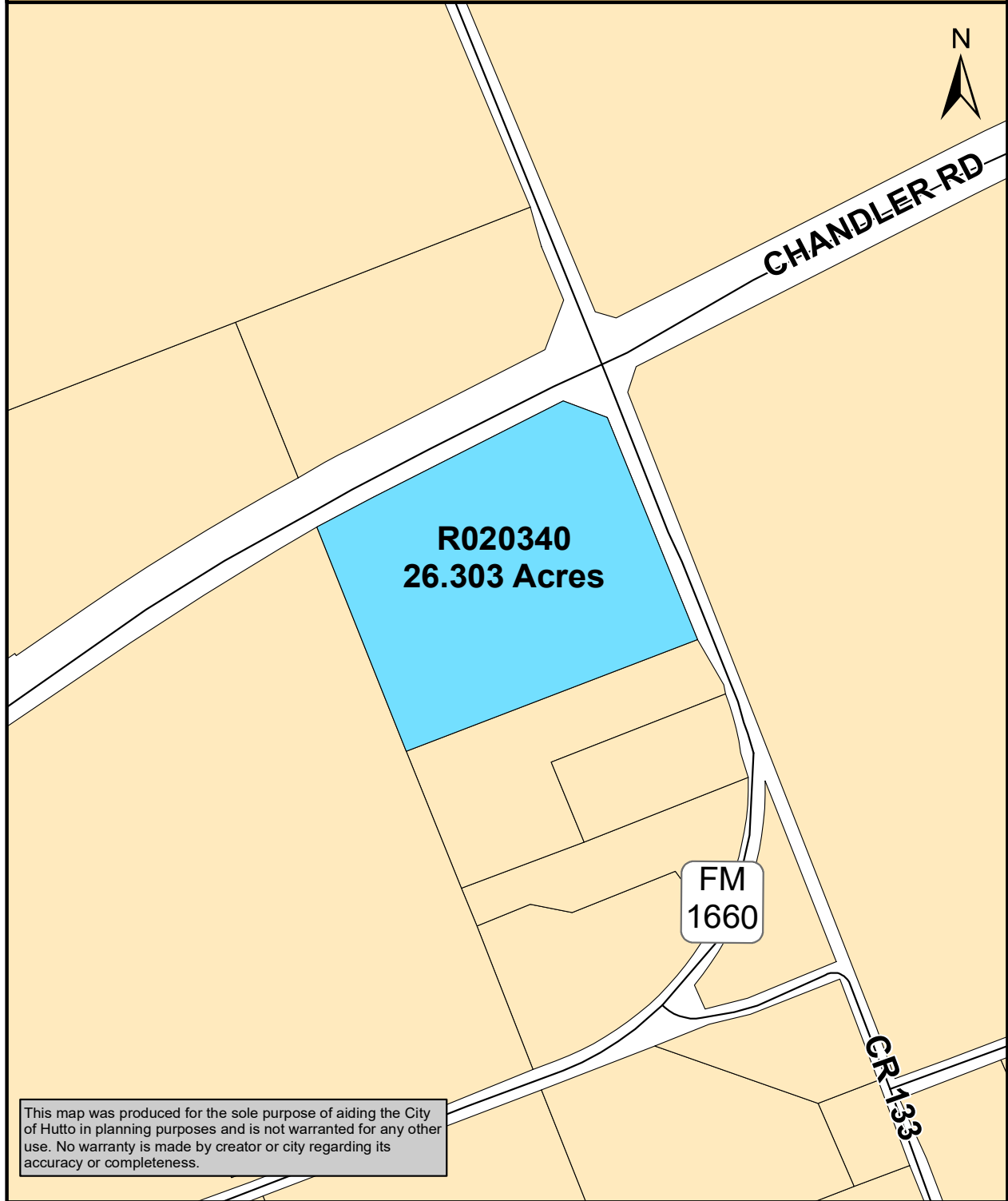
CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

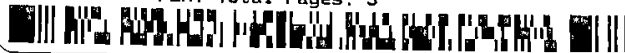
Lacie Hale, City Secretary

Chase Equities Inc



Map Document: (K:\SITE LOCATION MAPS\2019 Site
Location Maps\Annexation_Maps\Chase_Equities_Inc.mxd)
3/27/2019 -- 4:53:18 PM





PLAT MAP RECORDING SHEET

DEDICATOR(s):

CHASE EQUITIES INC

SUBDIVISION NAME: CHANDLER CORNER

PROPERTY IS DESCRIBED AS: 26.31 ACRES JOHN DYKES SURVEY
ABSTRACT NO 186

SUBMITTED BY: HECTOR CONSULTING

DIGITALLY RECORDED

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2019000610

PLAT

Fee: \$166.00

01/03/2019 09:33 AM

BMCKENZIE



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

SCALE: 1" = 100'

ACREAGE: 26.31 ACRES
NO. OF BLOCKS: 1
LINEAR FEET OF NEW STREETS: 0
SUBMITTAL DATE:
DATE OF PLANNING & ZONING COMMISSION REVIEW:
ACREAGE BY LOT TYPE :
LOT 1 : 4.39 ACRES COMMERCIAL
LOT 2 : 3.00 ACRES COMMERCIAL
LOT 3 : 5.12 ACRES COMMERCIAL
LOT 4 : 5.80 ACRES COMMERCIAL
LOT 5 : 8.00 ACRES COMMERCIAL

PATENT SURVEY: JOHN DYKES SURVEY. ABSTRACT No. 186

- Legend

- ⊙ ½" Iron Rod Found
 - ⊙ ½" Iron Pipe Found
 - ⬢ Capped Iron Rod Found
 - ½" Iron Rod Set with plastic cap
imprinted with "Holt Carson, Inc."
 - Concrete Monument Found
- (Record Bearing and Distance)

ENGINEER: KERRI K. PENA
GREEN CIVIL DESIGN, LLC
11130 JOLLYVILLE ROAD SUITE 101
AUSTIN, TEXAS 78759

SURVEYOR: HOLT CARSON, INC.
1904 FORTVIEW ROAD
AUSTIN, TX 78704

JOHN DYKES SURVEY
ABSTRACT No. 186

CHANDLER ROAD (200')
Williamson County, Texas

Williamson County, Texas
(5.81 Acres) Special Warranty Deed
Document No. 2006031884

F.M. HIGHWAY No. 1660 (100')

BEARING BASIS
(S21°36'28"E 916.12')

Fuessel Holdings, LLC Special Warranty Deed Document No. 2012081609

at centerline HWY Station PC 174+20.3

Doc # 2017000612

PAGE 1 of 2

William Ernest Albert
remainder tract
Volume 689 Page 813

JOHN DYKES SURVEY
ABSTRACT No. 186

CHANDLER ROAD (200')
Williamson County, Texas

Williamson County, Texas
(5.81 Acres) Special Warranty Deed
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Fuessel Holdings, LLC Special Warranty Deed Document No. 2012081609

at centerline HWY Station PC 174+20.3

Doc # 2017000612

PAGE 1 of 2

FINAL PLAT OF

CHANDLER CORNER

STATE OF TEXAS
COUNTY OF TRAVIS

I, HOLT CARSON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THIS SURVEY WAS COMPLETED IN COMPLIANCE WITH THE MINIMUM STANDARDS OF PRACTICE AS PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEY, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY DIRECTION AND SUPERVISION. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

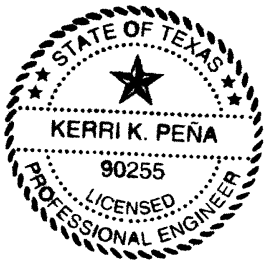
Holt Carson
HOLT CARSON
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5166
HOLT CARSON, INC.
1904 FORTVIEW ROAD
AUSTIN, TEXAS
FIRM REGISTRATION No. 10050700



STATE OF TEXAS
COUNTY OF TRAVIS

THIS IS TO CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS. THAT ALL INFORMATION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF.

Kerri K. Pena 10/23/2018
KERRI K. PENNA, P.E. 90255
GREEN CIVIL DESIGN, LLC
TBPE REGISTRATION No. F-17563
11130 JOLLYVILLE ROAD SUITE 101
AUSTIN, TEXAS 78759



BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS BLUE LINE (SURVEY) COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS BLUE LINE (SURVEY) AND THE DOCUMENTS ASSOCIATED WITH IT.

J. Ferron Evertson
J. FERRON EVERTSON, PE, DR., CFM
COUNTY ENGINEER

12/13/18
DATE

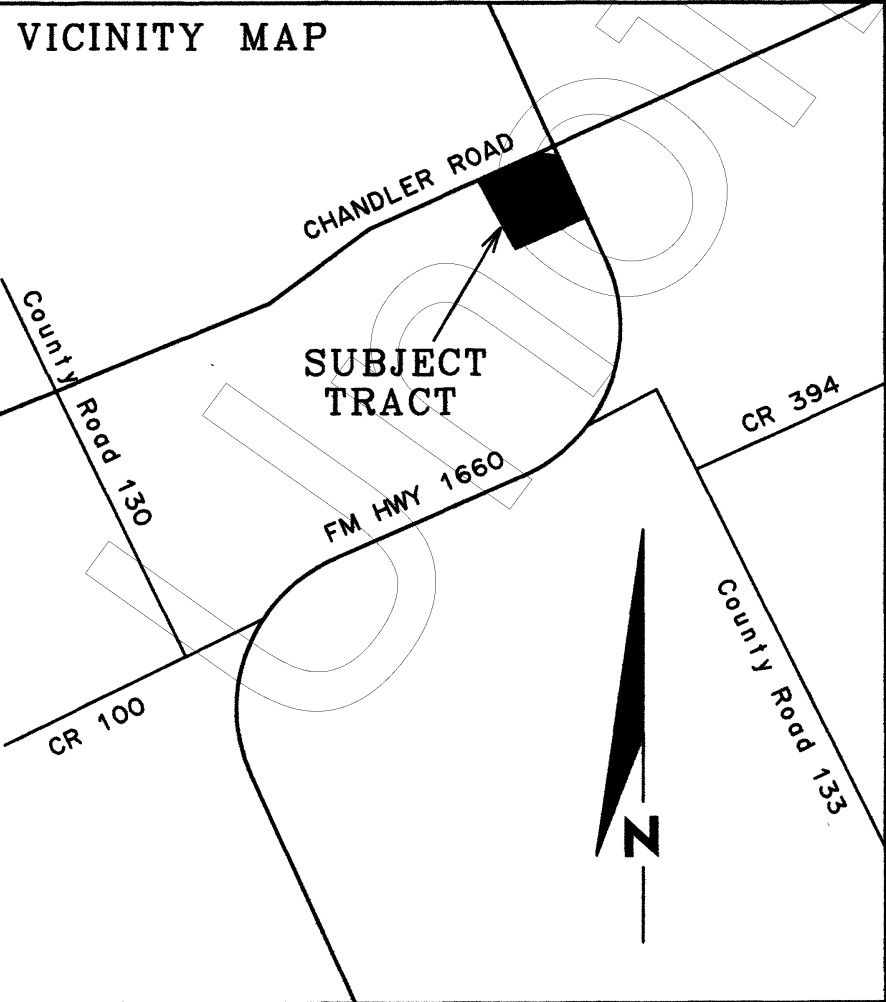
Teresa Baker
WILLIAMSON COUNTY 911 ADDRESSING COORDINATOR
Teresa Baker

10/24/18
DATE

NOTE:
THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

GENERAL NOTES:

- 1) NO PORTION OF THIS TRACT IS ENCLOSED BY A SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NO. 48491C 0510 E DATED SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
- 2) A TEN FOOT (10') P.U.E. ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE IS HEREBY DEDICATED FOR ALL STREET SIDE PROPERTY LOTS SHOWN HEREON.
- 3) NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENT SHOWN HEREON.
- 4) WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH WATER SUPPLY CORP. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.



FIELD NOTE DESCRIPTION OF 26.312 ACRES OF LAND OUT OF THE JOHN DYKES SURVEY ABSTRACT No. 186 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (26.303 ACRE) TRACT OF LAND AS CONVEYED TO CHASE EQUITIES, INC. BY WARRANTY DEED RECORDED IN DOCUMENT No. 2017078725 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped iron rod found in the West right-of-way line of F.M. Highway No. 1660 for the Southeast corner of that certain (26.303 acre) tract of land as conveyed to Chase Equities, Inc. by Warranty Deed recorded in Document No. 2017078725 of the Official Public Records of Williamson County, Texas, and for the Northeast corner of that certain (15.020 acre) tract of land as conveyed to Waco Tex Mix, Inc., et al by Warranty Deed recorded in Document No. 2006042719 of the Official Public Records of Williamson County, Texas, and being the Southeast corner and PLACE OF BEGINNING of the herein described tract of land.

THENCE leaving the West right-of-way line of F.M. Highway No. 1660 with the common line of said Chase Equities (26.303 acre) tract and said Waco Tex Mix (15.020 acre) tract, S 68 deg. 30' 38" W 171.80 ft. to a 1/2" iron rod found in the East line of that certain (163.80 acre) tract of land as conveyed to Ricky Kruger, et al by Executor's Deed recorded in Document No. 2016121073 of the Official Public Records of Williamson County, Texas, for the Southwest corner of said Chase Equities (26.303 acre) tract and the Northwest corner of said Waco Tex Mix (15.020 acre) tract, and being the Southwest corner of this tract.

THENCE with the West line of said Chase Equities (26.303 acre) tract, N 21 deg. 18' 15" W 923.22 ft. to a capped iron rod found in the curving South right-of-way line of Chandler Road for the Northwest corner of said Chase Equities (26.303 acre) tract and being the Northwest corner of this tract.

THENCE with the South right-of-way line of Chandler Road and with the North line of said Chase Equities (26.303 acre) tract, the following three (3) courses:

- 1) along a curve to the right with a radius of 8437.00 ft. for an arc distance of 238.57 ft. and which chord bears N 61 deg. 42' 00" E 238.56 ft. to a 1/2" iron rod found for a point of tangency.
- 2) N 62 deg. 30' 10" E 803.57 ft. to a 1/2" iron rod set with a plastic cap imprinted with "Holt Carson, Inc."
- 3) S 69 deg. 06' 30" E 177.20 ft. to a capped iron rod found at the point of intersection with the West right-of-way line of F.M. Highway No. 1660 for a Northeasterly angle corner of this tract.

THENCE with the West right-of-way line of F.M. Highway No. 1660 and with the East line of said Chase Equities (26.303 acre) tract, S 21 deg. 36' 28" E 916.17 ft. to the PLACE OF BEGINNING, containing 26.312 acres of land.

WILLIAMSON COUNTY NOTES:

1. THIS SUBDIVISION IS SUBJECT TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS LAST REVISED ON JANUARY 18, 2018.
2. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDENIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT. SUBJECT TO FIRST PAYING ADEQUATE COMPENSATION ACHIEVED THROUGH NEGOTIATIONS OR OTHERWISE AND BASED ON THEN CURRENT VALUE, THE COUNTY HAS THE RIGHT TO TAKE POSSESSION OF THE 50 FEET ROAD WIDENING RESERVATION AREA AS SHOWN ON THIS PLAT. NO STRUCTURES WILL BE PLACED WITHIN THE RESERVED RIGHT-OF-WAY.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
4. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND THE CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
5. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
6. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
7. DRIVEWAYS FOR LOTS 1, 2, 3 AND 5 SHALL ONLY TAKE ACCESS FROM CHANDLER ROAD.
8. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING AND CUSTOM SIGNS IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
9. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
10. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
11. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

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

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, AND SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BY: Dan A. Gattis
DAN A. GATTIS
COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

12-31-2018
DATE

THE STATE OF TEXAS
THE COUNTY OF WILLIAMSON
I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing Instrument of Writing and its Certificate of Authentication was filed for record in my office on the 3rd day of January, 2019 A.D., at 9:45 o'clock A.M. and duly recorded on the 3rd day of January, 2019 A.D., at 1:38 o'clock P.M., in the Official Public Records of said County in Document No. 2019000610

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY this the 3rd day of January, 2019 A.D.
NANCY RISTER, COUNTY CLERK WILLIAMSON COUNTY, TEXAS

By: Brenda McKenzie
Deputy Brenda McKenzie



Doc # 2019000610

**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**26.303 acres, more or less, of land, out of the
John Dykes Survey, Abstract No. A-186, Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by Jonah S.U.D.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by City of Hutto.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

Regular City Council
AGENDA ITEM
10.J.



To: City Council
Subject: Consideration and possible action on the first reading of an ordinance regarding the annexation of the Fritz Tract, 5.9753 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located on CR 132. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

A Municipal Service Plan (MSP) has been drafted per the Council's directive from their regularly scheduled meeting on May 2, 2019.

The next step in the annexation process is to conduct the second and final reading of the annexation ordinance. An annexation ordinance requires a second reading prior to final approval.

RECOMMENDATION:

Staff recommends that the Council approve the first reading of the ordinance.

ATTACHMENTS:

[\(Ord\)FritzTract-5.9753ac\(Ord\)Complete](#)

ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 5.9753 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT "A", ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO'S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

WHEREAS, pursuant to Section 43.028 of the Texas Local Government Code, the owners of a tract of land containing 5.9753 acres, more or less, of land, situated in the J.B. Bealle Survey, Abstract No. 97, in Williamson County, Texas (the "Property"), said Property being situated in Williamson County, Texas, and being more particularly described in **Exhibit "A"** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property, and;

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

WHEREAS, the City Council of the City of Hutto by resolution directed the City's Development Services Director to prepare a service plan that provided for the extension of full municipal services to the Property, and such service plan was duly prepared and described in **Exhibit "B"** attached hereto and made part hereof by reference for all purposes, and;

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

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

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

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

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

SECTION I.

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

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION V.

That the Service Plan providing for extension of municipal services to the areas proposed to be annexed, attached hereto and incorporated herein as **Exhibit “B”**, is hereby approved.

SECTION VI.

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

SECTION VII.

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

SECTION VIII.

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

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

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

SECTION IX.

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

READ and **APPROVED** on first reading on this the **5th** day of **September, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

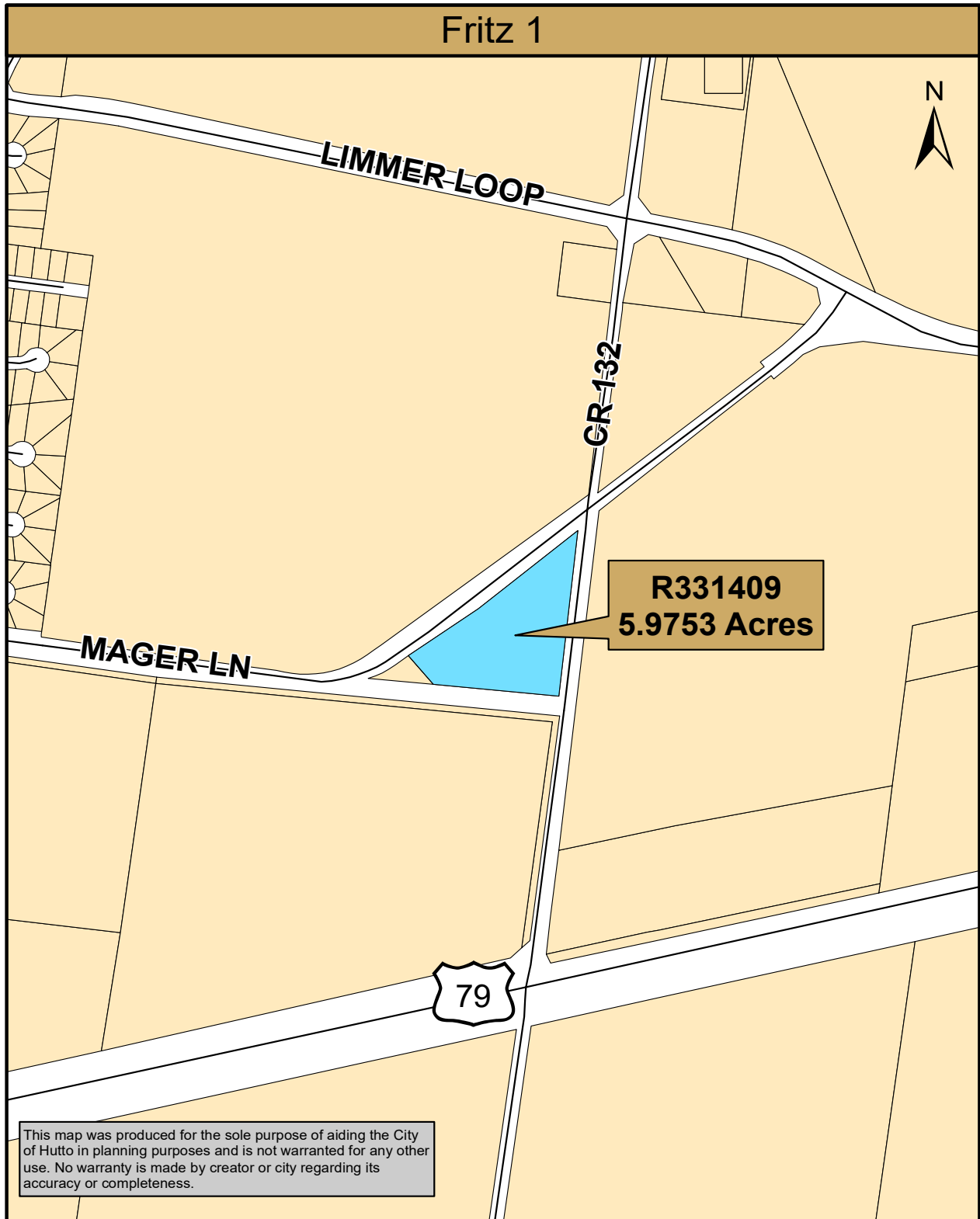
READ, PASSED and **ADOPTED** on second reading of ordinance this **19th** day of **September, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

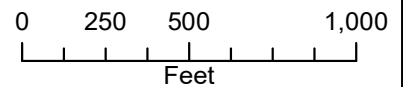


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Page 5 of 8



**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**5.9753 acres, more or less, of land, out of the
J. B. Bealle Survey, Abstract No. 97, Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by Jonah S.U.D.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by Jonah S.U.D.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

Regular City Council
AGENDA ITEM
10.K.



To: City Council
Subject: Consideration and possible action on the first reading of an ordinance regarding the annexation of the M. Moore Family Farms Tracts, 528.774 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located on CR 132 and also on Limmer Loop. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

A Municipal Service Plan (MSP) has been drafted per the Council's directive from their regularly scheduled meeting on May 2, 2019.

The next step in the annexation process is to conduct the second and final reading of the annexation ordinance. An annexation ordinance requires a second reading prior to final approval.

RECOMMENDATION:

Staff recommends that the Council approve the first reading of the ordinance.

ATTACHMENTS:

[\(Ord\)M.MooreFam-528.774ac\(Ord\)Complete](#)

ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 528.774 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT “A”, ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO’S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

WHEREAS, pursuant to Section 43.028 of the Texas Local Government Code, the owners of a tract of land containing 528.774 acres, more or less, of land, situated in Williamson County, Texas (the “Property”), and being more particularly described in **Exhibit “A”** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property, and;

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

WHEREAS, the City Council of the City of Hutto by resolution directed the City’s Development Services Director to prepare a service plan that provided for the extension of full municipal services to the Property, and such service plan was duly prepared and described in **Exhibit “B”** attached hereto and made part hereof by reference for all purposes, and;

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

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

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

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

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

SECTION I.

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

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION V.

That the Service Plan providing for extension of municipal services to the areas proposed to be annexed, attached hereto and incorporated herein as **Exhibit “B”**, is hereby approved.

SECTION VI.

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

SECTION VII.

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

SECTION VIII.

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

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

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

SECTION IX.

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

READ and **APPROVED** on first reading on this the **5th** day of **September, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this **19th** day of **September, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

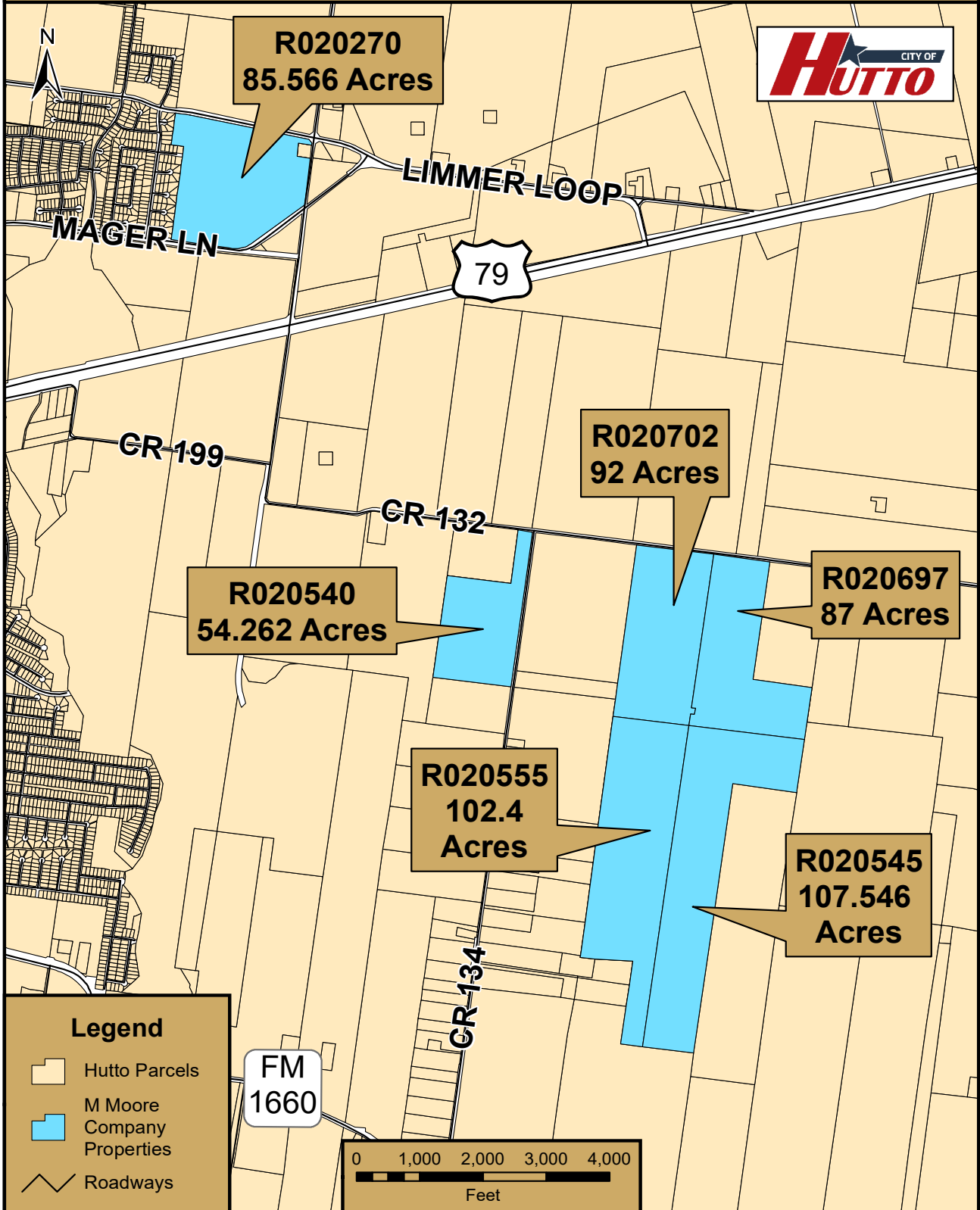
CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

M Moore Company Overall Map



**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**528.774 acres, more or less, of land, out of the
John Kuykendall Survey, Abstract No. 378, the M. Farley Survey, Abstract No. 238, the Josias B.
Bealle Survey, Abstract No. 97, the James Hickman Survey, Abstract No. 291, and the J.H.
Fredenburgh Survey, Abstract No. 237, in Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by Jonah S.U.D.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by City of Hutto.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

Regular City Council
AGENDA ITEM
10.L.



To: City Council
Subject: Consideration and possible action on the first reading of an ordinance regarding the annexation of the No-Count LLC Tracts, 157.0848 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located on CR 119 and also on CR 108. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

A Municipal Service Plan (MSP) has been drafted per the Council's directive from their regularly scheduled meeting on May 2, 2019.

The next step in the annexation process is to conduct the second and final reading of the annexation ordinance. An annexation ordinance requires a second reading prior to final approval.

RECOMMENDATION:

Staff recommends that the Council approve the first reading of the ordinance.

ATTACHMENTS:

[\(Ord\)No-Count-157.0848ac\(Ord\)Complete](#)

ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 157.0848 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT “A”, ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO’S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

WHEREAS, pursuant to Section 43.028 of the Texas Local Government Code, the owners of a tract of land containing 157.0848 acres, more or less, of land, situated in the Aaron Armstrong Survey, Abstract No. 26, in Williamson County, Texas (the “Property”), said Property being situated in Williamson County, Texas, and being more particularly described in **Exhibit “A”** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property, and;

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

WHEREAS, the City Council of the City of Hutto by resolution directed the City’s Development Services Director to prepare a service plan that provided for the extension of full municipal services to the Property, and such service plan was duly prepared and described in **Exhibit “B”** attached hereto and made part hereof by reference for all purposes, and;

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

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

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

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

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

SECTION I.

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

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION V.

That the Service Plan providing for extension of municipal services to the areas proposed to be annexed, attached hereto and incorporated herein as **Exhibit “B”**, is hereby approved.

SECTION VI.

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

SECTION VII.

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

SECTION VIII.

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

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

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

SECTION IX.

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

READ and **APPROVED** on first reading on this the **5th** day of **September, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this **19th** day of **September, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

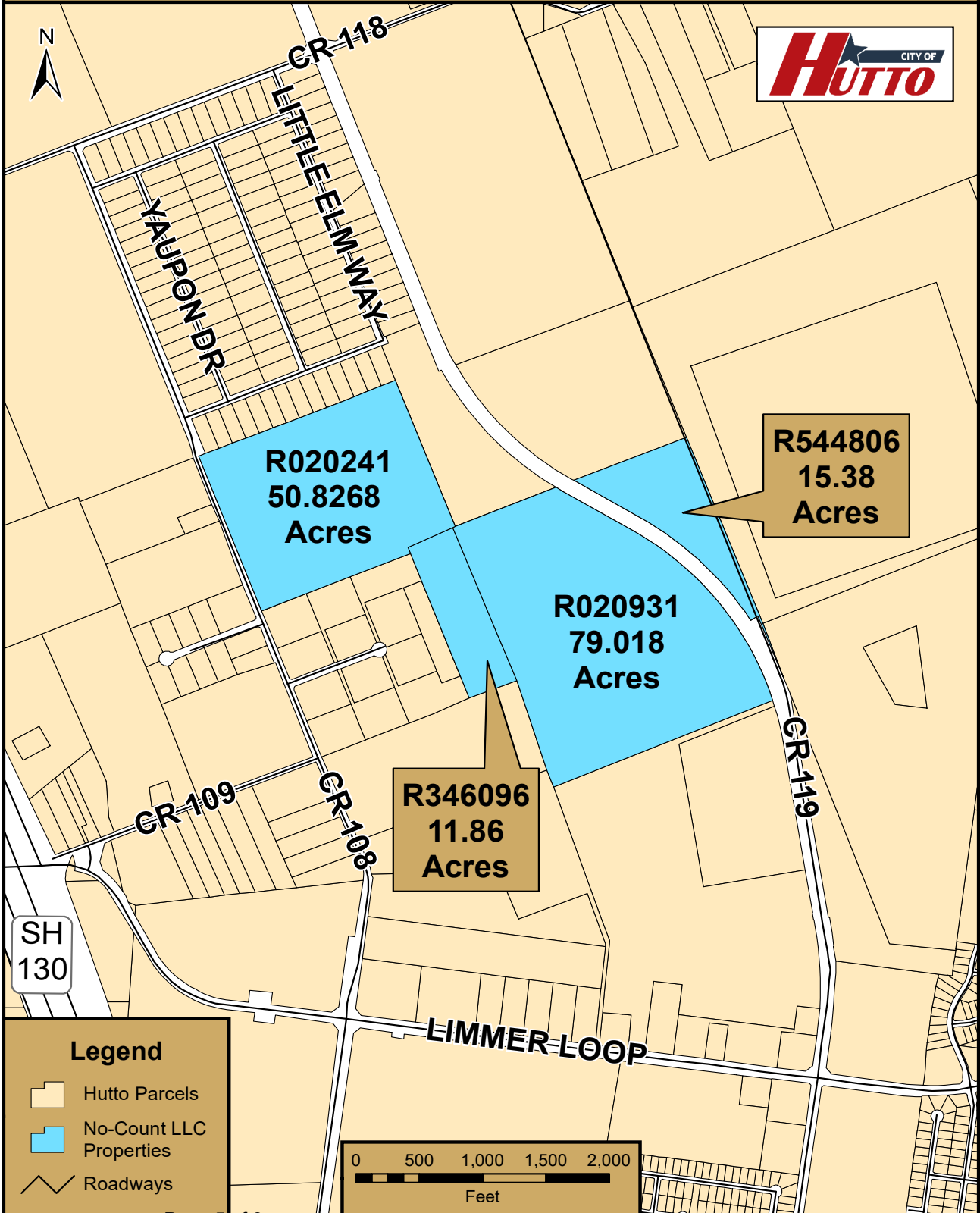
CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

No-Count LLC Overall Map



**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**157.0848 acres, more or less, of land, out of the
Aaron Armstrong Survey, Abstract No. 26, and the James Shelton Survey, Abstract No. 560,
in Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by Jonah S.U.D.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by City of Hutto.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

Regular City Council
AGENDA ITEM
10.M.



To: City Council
Subject: Consideration and possible action on the first reading of an ordinance regarding the annexation of the TK Industrial Park, 35.51 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located on CR 108. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

A Municipal Service Plan (MSP) has been drafted per the Council's directive from their regularly scheduled meeting on May 2, 2019.

The next step in the annexation process is to conduct the second and final reading of the annexation ordinance. An annexation ordinance requires a second reading prior to final approval.

RECOMMENDATION:

Staff recommends that the Council approve the first reading of the ordinance.

ATTACHMENTS:

[\(Ord\)TKIndustrialPark-35.51ac\(Ord\)Complete](#)

ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 35.51 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT “A”, ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO’S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

WHEREAS, pursuant to Section 43.028 of the Texas Local Government Code, the owners of a tract of land containing 35.51 acres, more or less, of land, being a subdivision in Williamson County, Texas (the “Property”), said Property being more particularly described in **Exhibit “A”** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property, and;

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

WHEREAS, the City Council of the City of Hutto by resolution directed the City’s Development Services Director to prepare a service plan that provided for the extension of full municipal services to the Property, and such service plan was duly prepared and described in **Exhibit “B”** attached hereto and made part hereof by reference for all purposes, and;

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

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

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

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

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

SECTION I.

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

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION V.

That the Service Plan providing for extension of municipal services to the areas proposed to be annexed, attached hereto and incorporated herein as **Exhibit “B”**, is hereby approved.

SECTION VI.

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

SECTION VII.

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

SECTION VIII.

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

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

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

SECTION IX.

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

READ and **APPROVED** on first reading on this the **5th** day of **September, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this **19th** day of **September, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

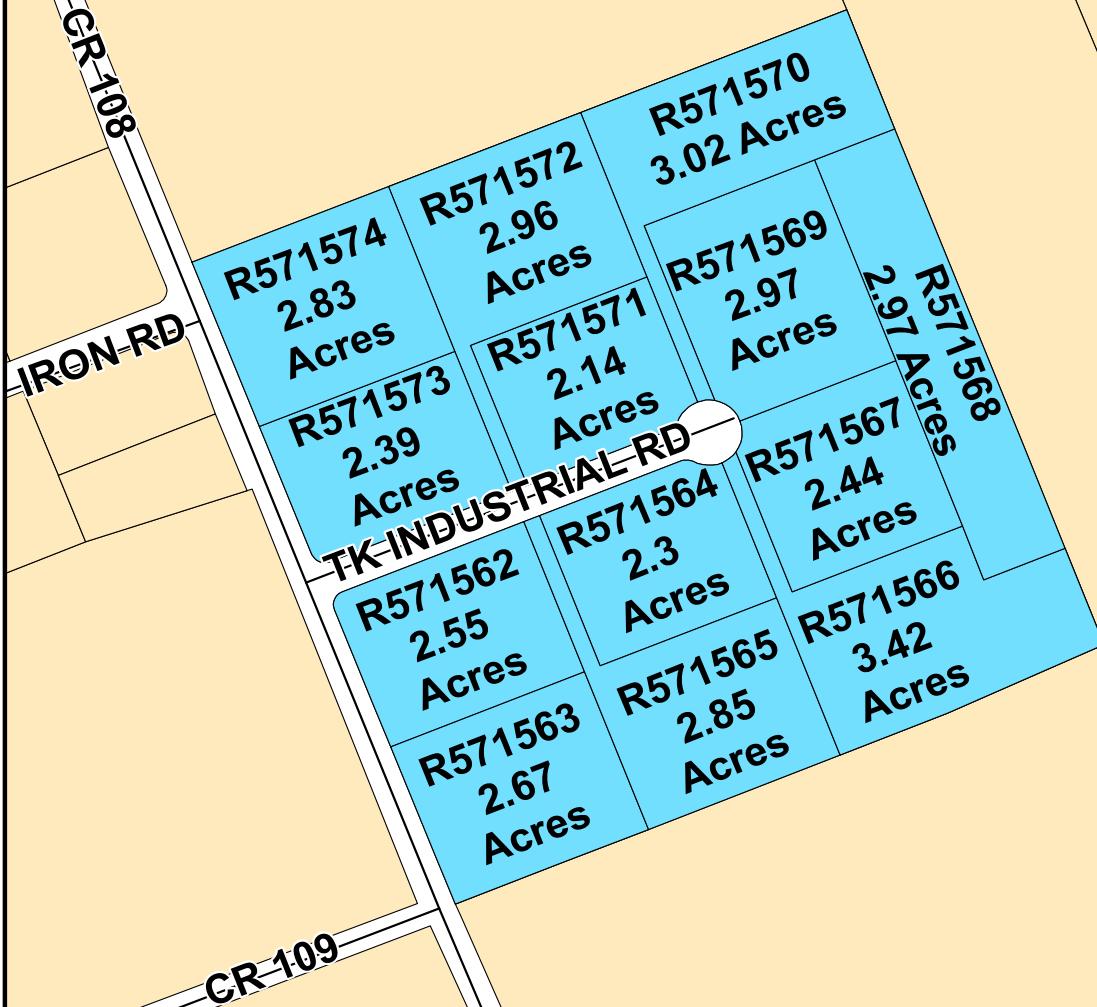
CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

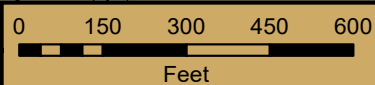
Lacie Hale, City Secretary

108 Tenant LLC & DPK Ventures LLC Overall Map



Legend

-  108 Tenant LLC & DPK Ventures LLC Properties
-  Hutto Parcels
-  Roadways





2018062874 PLAT Total Pages: 3



PLAT MAP RECORDING SHEET

DEDICATOR(s):

108 TENANT LLC
DPK VENTURES LLC

SUBDIVISION NAME: TK INDUSTRIAL PARK

PROPERTY IS DESCRIBED AS: 36.7332 AARON ARMSTRONG SURVEY
ABSTRACT NO 26

SUBMITTED BY: BINKLEY & BARFIELD

DIGITALLY RECORDED

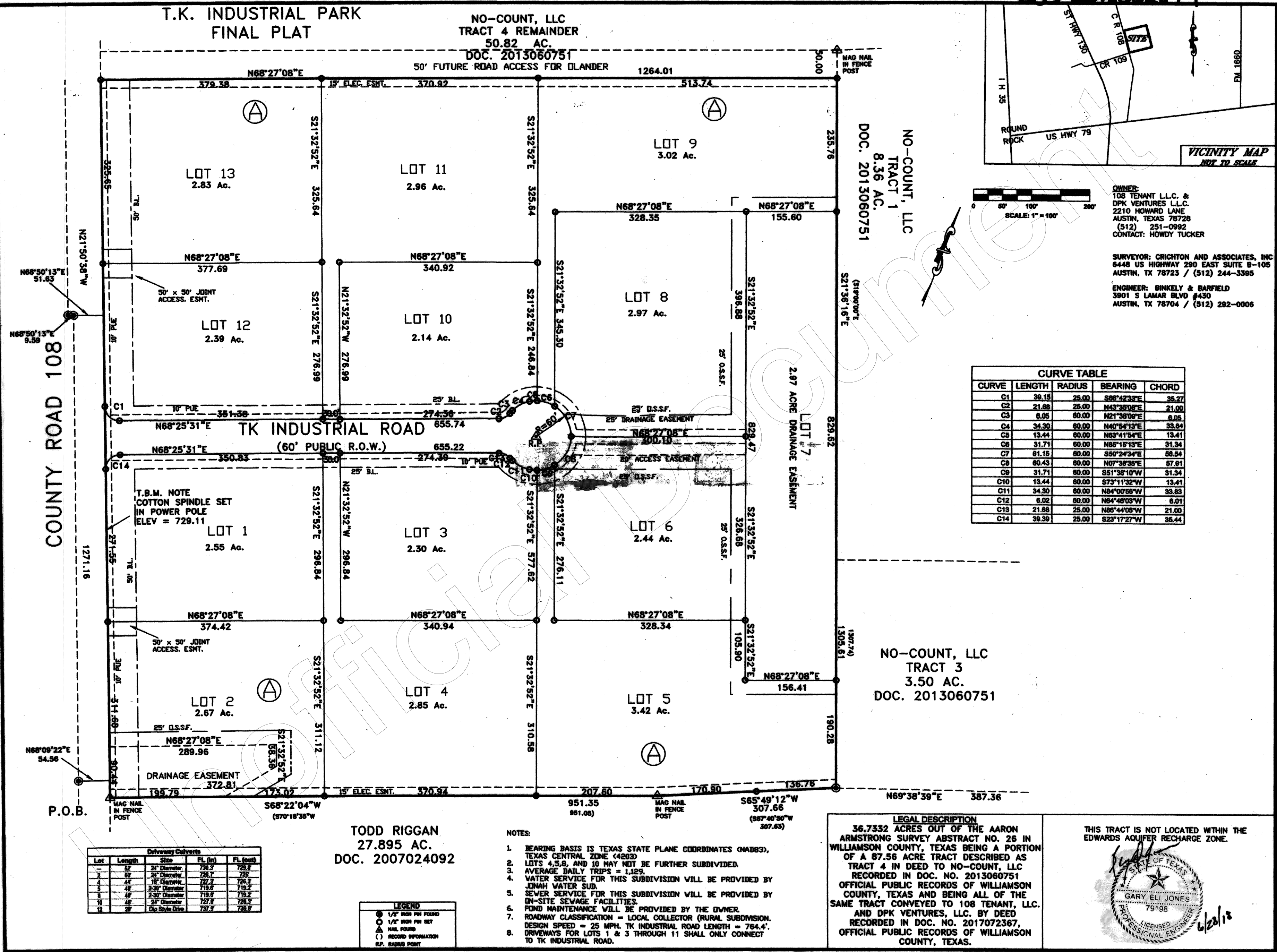
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2018062874

PLAT Fee: \$241.00
07/17/2018 02:38 PM CPHELPS



Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas

Doc# 2018062874



T.K. INDUSTRIAL PARK
FINAL PLATSTATE OF TEXAS
COUNTY OF WILLIAMSON

108 TENANT, LLC AND DPK VENTURES, LLC. ACTING HEREIN THROUGH ITS MANAGER, HOWDY TUCKER, BEING OWNER OF THAT CERTAIN 36.7332 ACRE TRACT OUT OF THE AARON ARMSTRONG SURVEY, ABSTRACT NO. 26, IN WILLIAMSON COUNTY, TEXAS, SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 2017072367 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND AS SHOWN HEREON AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENT AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "T.K. INDUSTRIAL PARK"

WITNESS MY HAND THIS 27th DAY OF JUNE, 2018 A.D.

HOWDY TUCKER

BEFORE ME, A NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED HOWDY TUCKER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

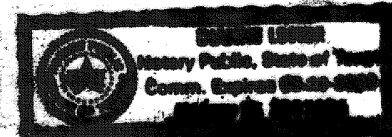
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27th DAY OF JUNE, A.D., 2018

DIANNE LESTER
NOTARY PUBLIC SIGNATURE

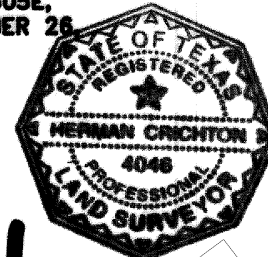
NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES: 8/30/2020

SURVEYED BY:
CRICHTON AND ASSOCIATES
6448 HIGHWAY 290 EAST B-105
AUSTIN, TEXAS 78723



I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION. THE PROPERTY SHOWN HEREON IS LOCATED WITHIN ZONE "X", AREAS OUTSIDE OF THE 500 YEAR FLOODPLAIN AS SHOWN ON PANEL 48491C10505E, PREPARED FOR THE WILLIAMSON COUNTY, TEXAS, DATED SEPTEMBER 28, 2008



HERMAN CRICHTON R.P.L.S. 4046
DATE: 06/27/18

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS BLUE LINE (SURVEY) COMPLIES WITH THE REQUIREMENTS OF THE EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS BLUE LINE (SURVEY) AND THE DOCUMENTS ASSOCIATED WITH IT.

ROGER HUCKMAN, P.E.
J. TERRY EVERSON, P.E., DR., CFM
DATE
COUNTY ENGINEER
Roger Huckman

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recording.

1) A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

2) THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1 ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

5) RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.

THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

6) IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

7) IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

8) THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

9) RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

10) WATER SERVICE WILL BE SUPPLIED BY JONAH WATER SPECIAL UTILITY DISTRICT. AS REQUIRED BY JONAH WATER SUD'S RATE ORDER, ANY APPLICANT FOR NON-STANDARD SERVICE WILL BE REQUIRED TO ENTER INTO A NON-STANDARD SERVICE AGREEMENT WITH JONAH WATER SUD PRIOR TO RECEIVING A BINDING COMMITMENT FOR SERVICE OR FIRE FLOW.

11) SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

12) IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

13) ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

14) NO MORE THAN 3 LOTS MAY SHARE USE OF A JOINT ACCESS DRIVEWAY.

FIELD NOTES FOR 36.7332 ACRES OUT OF THE AARON ARMSTRONG SURVEY ABSTRACT NO. 26 IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A 67.56 ACRE TRACT DESCRIBED AS TRACT 4 IN DEED TO NO-COUNT, LLC RECORDED IN DOC. NO. 2013080751 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THE SAME TRACT CONVEYED TO 108 TENANT, LLC AND DPK VENTURES, LLC BY DEED RECORDED IN DOC. NO. 2017072367, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a mag nail found in a fence post on the East R.O.W. of County Road 108 being the Northwest corner of a 27.895 acre tract conveyed to Todd Riggan in Doc. No. 2007034092, Official Records of Williamson County, Texas also being the Southwest corner of the said 57.56 acre and 36.7332 acre tracts for the Southwest corner of this tract and the POINT OF BEGINNING.

THENCE N21°50'35"W with the East R.O.W. of County Road 108, a distance of 1,271.18 feet to a 1/2" iron pin set for the Northwest corner of said 36.7332 acre tract and this tract.

THENCE N68°27'08"E through the interior of said 57.56 acre tract, with the North line of said 36.7332 acre tract and this tract, a distance of 1,264.01 feet to a 1/2" iron pin set being on the common line of said 57.56 acre tract and a 8.36 acre tract called Tract 1 in said Doc. No. 2013080751 for the Northeast corner of said 36.7332 acre tract and this tract, from which a mag nail found in a fence post at the Northwest corner of said 8.36 acre tract bears N 21° 36' 16" W, 50.00 feet.

THENCE S21°36'16"E with the East line of said 57.56 acre tract, same being the East line of said 36.7332 acre tract and this tract, passing the West common corner of said 8.36 acre tract and a 3.50 acre tract called Tract 3 in said Doc. No. 2013080751, in all a distance of 1,255.61 feet to a 1/2" iron pin found on the North line of said 27.895 acre tract, at the Southwest corner of said 3.50 acre tract, same being the Southeast corner of the said 57.56 acre and 36.7332 acre tracts, for the Southeast corner of this tract.

THENCE with the common line of said 57.56 acre tract and said 27.895 acre tract, same being the south line of said 36.7332 acre tract and this tract, the following two (2) courses:

- 1) S65°49'12"W, a distance of 307.66 feet to a mag nail in a fence post found.
- 2) S68°22'04"W, a distance of 951.35 feet to the POINT OF BEGINNING and containing 36.7332 acres, more or less.

ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 5th DAY OF JULY, 2018 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

The property shown hereon is located in Zone "X" AREA OUTSIDE THE 500 YEAR FLOOD PLAIN as shown on Community Panel Number 48491C10505E of the FLOOD INSURANCE RATE MAP prepared for WILLIAMSON COUNTY, TEXAS by the Federal Insurance Administration Department, H.U.D. Effective Date: SEPT. 28, 2008

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

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

Dan A. Gattis
DAN A. GATTIS, COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

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

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

ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 17th DAY OF JULY, 2018 A.D., AT 2:30 O'CLOCK, P.M., AND DULY RECORDED THIS THE DAY OF JULY 17th, 2018 A.D., AT 2:38 O'CLOCK, P.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. 2018062874

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

BY: Connie Phelps DEPUTY
Connie Phelps



**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**35.51 acres, more or less, of land, being a subdivision in Williamson County, Texas,
according to the map or plat of record in Document No. 2018062874,
Official Public Records of Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by Jonah S.U.D.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by City of Hutto.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

Regular City Council
**AGENDA ITEM
10.N.**



To: City Council
Subject: Consideration of a public hearing and possible action on the first reading of an ordinance regarding the proposed annexation of Covered Bridge, 49.95 acres, more or less, of land, and to establish base zoning as SF-1 (Single Family Residential), located on CR 138. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

A Municipal Service Plan (MSP) has been drafted per the Council's directive from their regularly scheduled meeting on August 15, 2019.

The next step in the voluntary annexation process is to hold the second public hearing and conduct the second and final reading of the annexation ordinance. An annexation ordinance requires a second reading prior to final approval.

RECOMMENDATION:

Staff recommends that the Council approve the first reading of the ordinance.

ATTACHMENTS:

[CoveredBridge\(49.95ac\)Annex-PHNotice\(News\)1st
\(Ord\)CoveredBridgeAnnex-49.95ac\(Ord\)Complete\(1st Read\)](#)

PUBLIC NOTICE NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE HUTTO CITY COUNCIL WILL HOLD A PUBLIC HEARING REGARDING:

The proposal to institute annexation proceedings to enlarge and extend the city limits boundary of said City to include the following described properties consisting of approximately 49.95 acres and to establish base zoning as SF-1 (Single Family Residential) heretofore referred to as the Covered Bridge, to-wit:

The Covered Bridge property (49.95 acres) described as being out of the John Kelsey Survey, Abstract No. 377, in Williamson County, Texas.

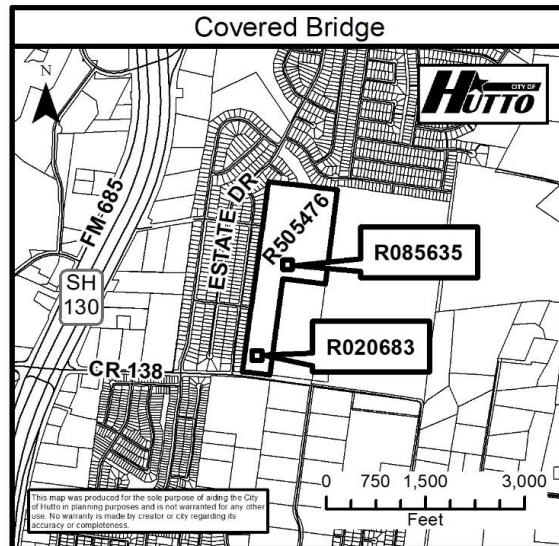
At said time and place all such persons interested shall have the right to appear and be heard. Of all said matters and things, all persons interested in the subject matter herein mentioned shall take notice.

A public hearing will be held on September 5, 2019 at 7:00 p.m.

Hutto City Hall
500 W. Live Oak St., Hutto, Texas

For additional information the public may contact Development Services at 512-759-3479 or planning@huttotx.gov

Publication Date: August 18, 2019



ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 49.95 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT “A”, ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO’S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

WHEREAS, pursuant to Section 43.028 of the Texas Local Government Code, the owners of a tract of land containing 49.95 acres, more or less, of land, being out of the John Kelsey Survey, Abstract No. 377 in Williamson County, Texas, and being more particularly described in **Exhibit “A”** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property, and;

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

WHEREAS, the City Council of the City of Hutto by resolution directed the City’s Development Services Director to prepare a service plan that provided for the extension of full municipal services to the Property, and such service plan was duly prepared and described in **Exhibit “B”** attached hereto and made part hereof by reference for all purposes, and;

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

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

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

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

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

SECTION I.

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

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION V.

That the Service Plan providing for extension of municipal services to the areas proposed to be annexed, attached hereto and incorporated herein as **Exhibit “B”**, is hereby approved.

SECTION VI.

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

SECTION VII.

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

SECTION VIII.

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

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

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

SECTION IX.

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

READ and **APPROVED** on first reading on this the **5th** day of **September, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this **19th** day of **September, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

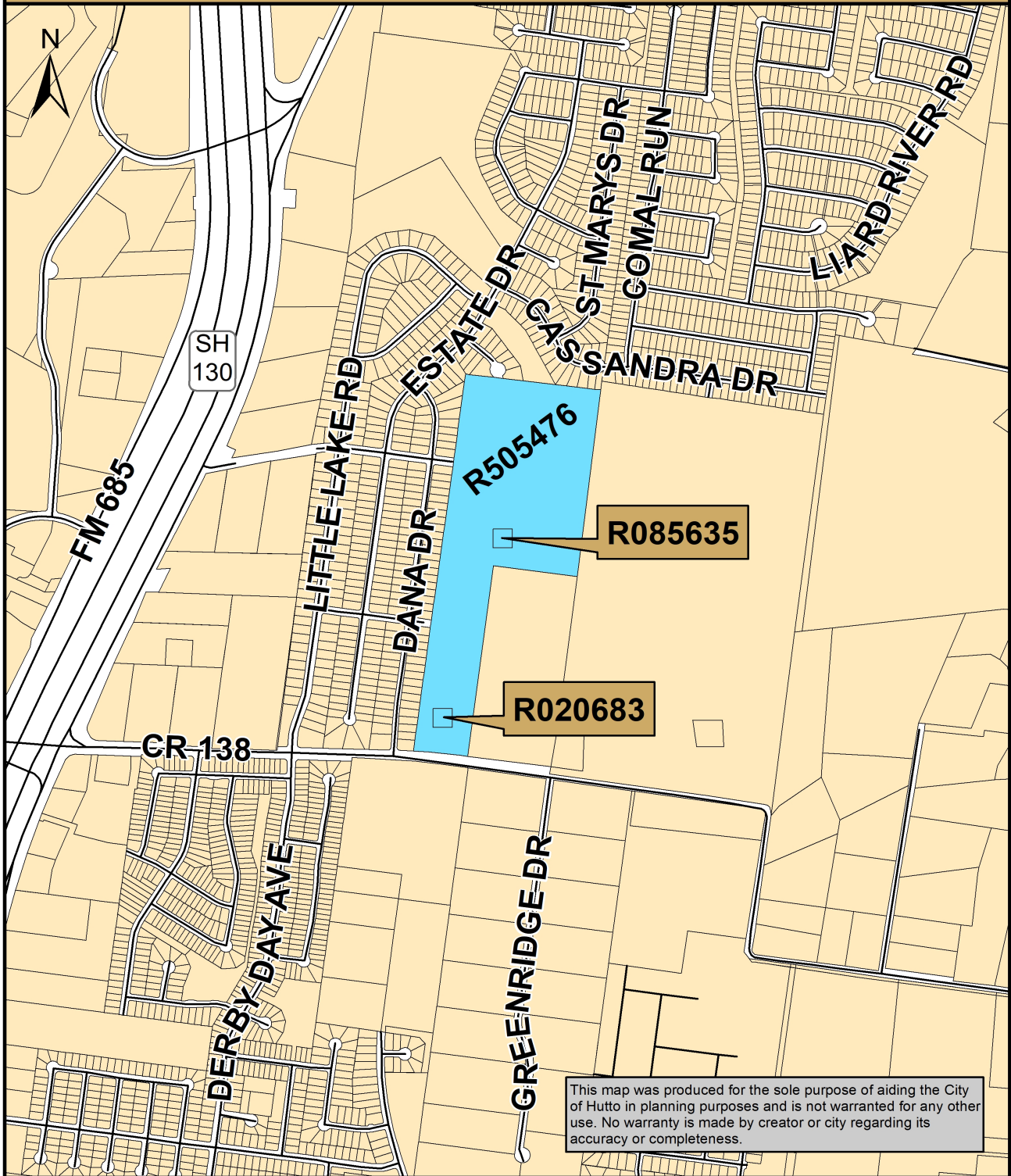
CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

Covered Bridge



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

DESCRIPTION OF A 27.970 ACRE TRACT OF LAND
WILLIAMSON COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE N.D. WALLING SURVEY NO. 19, ABSTRACT NO. 675, SITUATED IN WILLIAMSON COUNTY, TEXAS; BEING THE REMAINDER OF THAT CALLED 51.06 ACRE TRACT AS CONVEYED TO CAROLYN PFEIFFER BY GENERAL WARRANTY DEED RECORDED IN VOLUME 1571, PAGE 383 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF THAT CALLED 4.9935 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027733, ALL OF THAT CALLED 4.9619 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027734, ALL OF THAT CALLED 4.5314 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027735, AND ALL OF THAT CALLED 5.6279 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027736 ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, WHICH INCLUDES A PORTION OF AN OLD COUNTY ROAD RIGHT-OF-WAY AS ABANDONED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, ON DECEMBER 2, 1997, AS RECORDED IN VOLUME 97, PAGE 193 OF THE MINUTES OF SAID COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AS AGENDA ITEM NUMBER 16; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the north right-of-way line of Kaatz Lane (right-of way width varies), at the southwest corner of Lot 1, Block K, Lakeside Estates, Phase 1-A, a subdivision as recorded in Cabinet R, Slides 394-397 of the Plat Records of Williamson County, Texas, being the southeast corner of the above described Pfeiffer 4.9935-acre tract, for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the north right-of-way line of said Kaatz Lane, S 78°47'57" W a distance of 634.46 feet to a 1/2-inch iron rod with aluminum cap stamped "TXDOT" found at the intersecting north right-of-way line of said Kaatz Lane with the east right-of-way line of Texas State Highway 130-Toll Road (right-of-way width varies), being the most southerly southwest corner of said Pfeiffer 4.9935-acre tract, for the most southerly southwest corner of the herein described tract, from which a 1/2-inch iron rod found bears, S 32°02'53" W a distance of 10.78 feet;

THENCE, with the east right-of-way line of said SH 130, N 26°21'26" E a distance of 88.06 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an interior corner of said Pfeiffer 4.9935-acre tract, for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 63°38'35" W a distance of 77.17 feet to a 1/2-inch iron rod with cap stamped "BGE INC" at the most westerly southwest corner of said Pfeiffer 4.9935-acre tract, for the most westerly southwest corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, along a curve to the left an arc distance of 1,683.74 feet, having a radius of 4,142.56 feet, a central angle of 23°17'16" and a chord which bears N 14°34'56" E a distance of 1,672.17 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the common west corner of the above described Pfeiffer 5.6279-acre tract and Pfeiffer remainder tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 02°50'49" E a distance of 248.62 feet to a 1/2-inch iron rod found at an exterior corner of said Pfeiffer remainder tract, for an exterior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, S 87°09'16" E a distance of 91.66 feet to a 1/2-inch iron rod with aluminum cap stamped "TXDOT" found at an interior corner of said Pfeiffer remainder tract, for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 02°50'43" E a distance of 144.38 feet to a 1/2-inch iron rod found at an interior corner of said Pfeiffer remainder tract, for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 87°09'16" W a distance of 91.66 feet to a 1/2-inch iron rod found at an exterior corner of said Pfeiffer remainder tract, for an exterior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 02°50'44" E a distance of 49.13 feet to a cotton gin spindle found on the west line of said Pfeiffer remainder tract, at a point of curvature of a curve to the right;

THENCE, continuing with the east right-of-way line of said SH 130, along said curve to the right an arc distance of 248.56 feet, having a radius of 1,500.00 feet, a central angle of 09°29'40" and a chord which bears N 07°35'34" E a distance of 248.28 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southwest corner of a called 11.24 acre tract as conveyed to Dreamgirl, LP by special warranty deed recorded in Document Number 20098093521 of the Official Public Records of Williamson County, Texas, being the northwest corner of said Pfeiffer remainder tract, for the northwest corner of the herein described tract, from which a disturbed 1/2-inch iron rod with aluminum cap stamped "TXDOT" bears, along a curve to the right an arc distance of 332.99 feet, having a radius of 1,500.00 feet, a central angle of 12°43'09" and a chord which bears N 18°41'59" E, a distance of 332.30 feet;

THENCE, leaving the east right-of-way line of said SH 130, with the south line of said Dreamgirls 11.24-acre tract, S 77°48'35" E a distance of 523.11 feet to a 1/2-inch iron rod with cap stamped "CHAPARRAL 4995" found at the southeast corner of said Dreamgirls 11.24-acre tract, on the west line of Lot 74, Block K, Lakeside Estates Section Four, a subdivision as recorded in Cabinet X, Sides 201-204 of the Plat Records of Williamson County, Texas, for the northeast corner of the herein described tract;

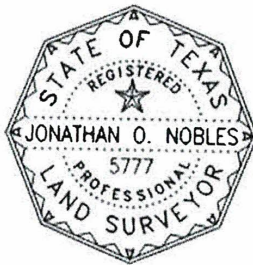
THENCE, with the west line of Lot 74, Block K, of said Lakeside Estates Section Four and the west line of Lot 24-AA, Block K, of the Amended Plat of Lot 24, Block K, Lakeside Estates, Phase 1-A and Lot 34, Block K, Lakeside Estates, Phase 1-B a subdivision as recorded in Cabinet V, Side 292 of the Plat Records of Williamson County, Texas, S 03°48'24" W a distance of 498.96 feet to a 1/2-inch iron rod with cap stamped "CHAPARRAL 4995" found on the west line of said Lot 24-AA, Block K;

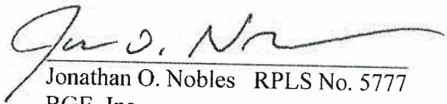
THENCE, continuing with the west line of said Lot 24-AA, Block K and the west line of Lakeside Estates, Phase 1-A a subdivision as recorded in Cabinet R, Slides 194-197 of the Plat Records of Williamson County, Texas, S 08°01'21" W, pass a 1/2-inch iron rod found at the northeast corner of said Pfeiffer 5.6279-acre tract at a distance of 190.59 feet and continuing on for a total distance of 394.87 feet to a 1/2-inch iron rod with cap stamped "CHAPARRAL 4995" found on the west line of Lot 20, Block K, of said Lakeside Estates, Phase 1-A;

THENCE, continuing with the west line of said Lakeside Estates, Phase 1-A, S 10°31'25" W, pass a 1/2-inch iron rod found at the common east corner of said Pfeiffer 5.6279-acre tract and the above described Pfeiffer 4.5314-acre tract at a distance of 223.64 feet and continuing on for a total distance of 588.70 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the east line of the above described Pfeiffer 4.9619-acre tract, being on the west line of Lot 12, Block K of said Lakeside Estates, Phase 1-A;

THENCE, continuing with the west line of said Lakeside Estates, Phase 1-A, S 10°57'05" W pass a 1/2-inch iron rod found on the west line of Lot 5, Block K of said Lakeside Estates, Phase 1-A, at the common east corner of said Pfeiffer 4.9619-acre tract and said Pfeiffer 4.9935-acre tract at a distance of 377.32 feet and continuing on for a total distance of 731.12 feet to the **POINT OF BEGINNING** and containing 27.970 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground on May 09, 2019 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, Central Zone, NAD 83.




Jonathan O. Nobles RPLS No. 5777
BGE, Inc.

5/13/2019
Date

7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

Date: May 13, 2019
Project No.: 6712-01-0040

**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**77.92 acres, more or less, of land, out of the
John Kelsey Survey, Abstract No. 377, and the N.D. Walling Survey, Abstract No. 675, in
Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Building Inspection Services and the Hutto Police Department will provide Code Enforcement Services upon annexation. The Development Services Department's role will include issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by Manville W.S.C.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by City of Hutto.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

Regular City Council
AGENDA ITEM
10.O.



To: City Council
Subject: Consideration of a public hearing and possible action on the first reading of an ordinance regarding the proposed annexation of Durango Farms, 105.2 acres, more or less, of land, and to establish base zoning as SF-1 (Single Family Residential), located on FM 1660 North. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

A Municipal Service Plan (MSP) has been drafted per the Council's directive from their regularly scheduled meeting on August 15, 2019.

The next step in the voluntary annexation process is to hold the second public hearing and conduct the second and final reading of the annexation ordinance. An annexation ordinance requires a second reading prior to final approval.

RECOMMENDATION:

Staff recommends that the Council approve the first reading of the ordinance.

ATTACHMENTS:

[DurangoFarms\(105.2ac\)Annex-PHNotice\(News\)1st](#)
[\(Ord\)DurangoFarmsAnnex-105.2ac\(Ord\)Complete\(1stRead\)](#)

PUBLIC NOTICE NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE HUTTO CITY COUNCIL WILL HOLD A PUBLIC HEARING REGARDING:

The proposal to institute annexation proceedings to enlarge and extend the city limits boundary of said City to include the following described properties consisting of approximately 105.2 acres and to establish base zoning as SF-1 (Single Family Residential) heretofore referred to as the Durango Farms, to-wit:

The Durango Farms property (105.2 acres) described as being out of the E. Thomason Survey, Abstract No. 844, the William J. Brown Survey, Abstract No. 105, the Canutillo Colony Ditch Company Survey, Abstract No. 693, and the Hutto & Metcalfe Addition, Block 3-5 (PTS) and Lots 4-6, in Williamson County, Texas.

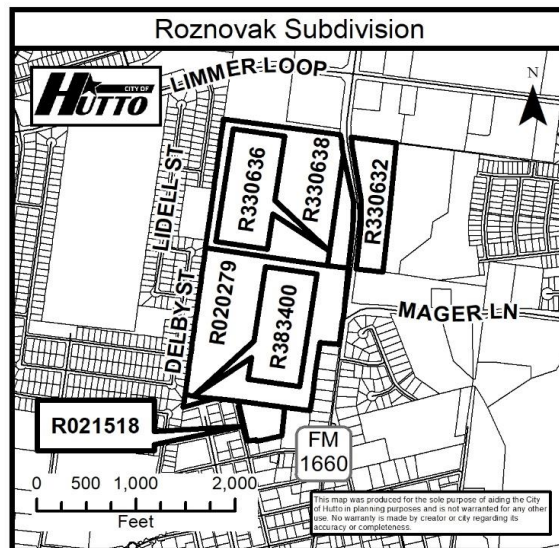
At said time and place all such persons interested shall have the right to appear and be heard. Of all said matters and things, all persons interested in the subject matter herein mentioned shall take notice.

A public hearing will be held on September 5, 2019 at 7:00 p.m.

Hutto City Hall
500 W. Live Oak St., Hutto, Texas

For additional information the public may contact Development Services at 512-759-3479 or planning@huttotx.gov

Publication Date: August 18, 2019



ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 105.2 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT “A”, ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO’S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

WHEREAS, pursuant to Section 43.028 of the Texas Local Government Code, the owners of a tract of land containing 105.2 acres, more or less, of land, being out of the E. Thomason Survey, Abstract No. 844, the William J. Brown Survey, Abstract No. 105, the Canutillo Colony Ditch Company Survey, Abstract No. 693, and the Hutto & Metcalfe Addition, Block 3-5 (PTS) and Lots 4-6, in Williamson County, Texas, and being more particularly described in **Exhibit “A”** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property, and;

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

WHEREAS, the City Council of the City of Hutto by resolution directed the City’s Development Services Director to prepare a service plan that provided for the extension of full municipal services to the Property, and such service plan was duly prepared and described in **Exhibit “B”** attached hereto and made part hereof by reference for all purposes, and;

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

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

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

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

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

SECTION I.

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

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION V.

That the Service Plan providing for extension of municipal services to the areas proposed to be annexed, attached hereto and incorporated herein as **Exhibit “B”**, is hereby approved.

SECTION VI.

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

SECTION VII.

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

SECTION VIII.

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

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

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

SECTION IX.

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

READ and **APPROVED** on first reading on this the **5th** day of **September, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this **19th** day of **September, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

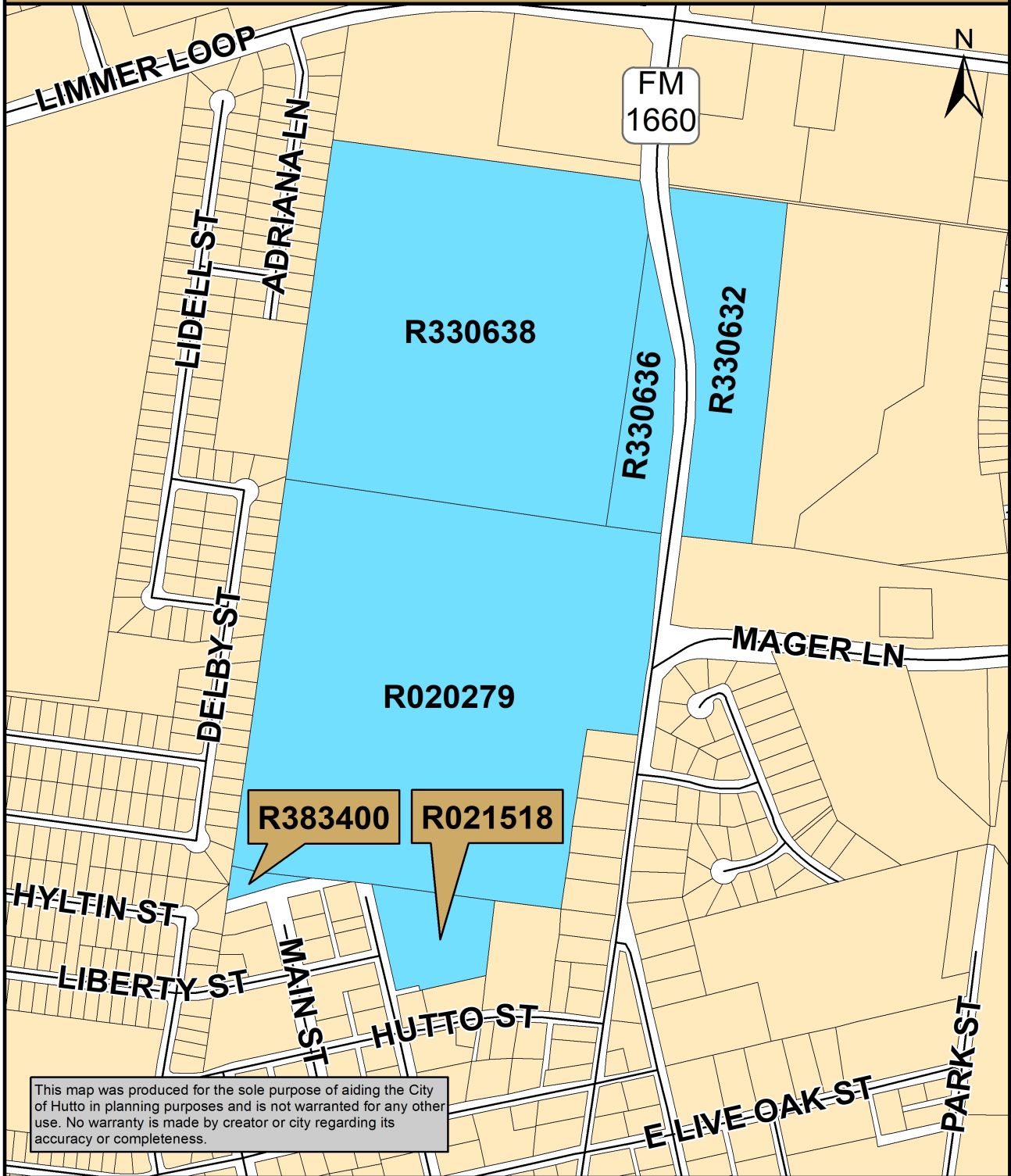
CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

Roznovak Subdivision

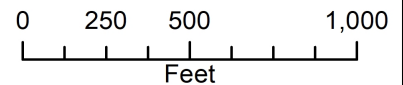


Map Document: (K:\SITE LOCATION MAPS\2019 Site

Location Maps\Old_Town\Roznovak_Subdivision.mxd)

7/29/2019 -- 10:21:53 AM

Page 6 of 14



"EXHIBIT _"

DESCRIPTION OF 95.047 ACRES OF LAND IN THE J. SHELTON SURVEY, ABSTRACT NO. 560, THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THE W.J. BROWN SURVEY, ABSTRACT NO. 105, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 96.99 ACRE TRACT DESIGNATED AS TRACT ONE AND DESCRIBED IN THE DEED TO JERRY E. ROZNOVAK AND WIFE, HILDA ROZNOVAK OF RECORD IN VOLUME 443, PAGE 472, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF CAPITOL STREET, A 50-FOOT RIGHT-OF-WAY AS SHOWN ON THE HUTTO AND METCALFE ADDITION SUBDIVISION PLAT OF RECORD IN BOOK 66, PAGE 148, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS SHOWN ON THE REVISED MAP OF CITY OF HUTTO OF RECORD IN CABINET A, SLIDE 221, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 95.047 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped "RJ Survey" (Grid Coordinates: N= 10,177,139.20, E= 3,174,174.80) found in the west right-of-way line of F.M. 1660, a variable-width right-of-way, in the north line of the said 96.99 acre tract, at the easterly southeast corner of a certain called 201.06 acre tract described in the deed to Billie B. Davenport of record in Volume 1079, Page 938, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 4.758 acre tract described in the deed to the State of Texas of record in Volume 476, Page 605, Deed Records of Williamson County, Texas, same being the northwest corner of a certain called 3.722 acre tract described in the deed to the State of Texas of record in Volume 476, Page 607, Deed Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the easterly southeast corner of the said 201.06 acre tract, crossing the said 96.99 acre tract, with the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, with the east line of the tract described herein, the following five (5) courses and distances:

1. with the arc of a curve to the left, having a radius of 1,186.28 feet, an arc distance of 167.73 feet, and a chord which bears S 05°38'19" E, a distance of 167.59 feet to a calculated point-of-tangency, from which a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found bears S 84°08'53" W, a distance of 0.45 feet,
2. S 09°45'32" E, a distance of 467.63 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-curvature,
3. with the arc of a curve to the right, having a radius of 1,106.28 feet, an arc distance of 335.98 feet, and a chord which bears S 01°06'29" E, a distance of 334.69 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-tangency,
4. S 07°51'42" W, a distance of 790.50 feet to a ¾-inch iron rod found at an angle point, and
5. S 07°39'43" W, a distance of 421.01 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the west line of the said 3.722 acre tract, in the north line of a certain called 0.51 acre tract described in the deed to Nadine Carole Johnson and Dennis Johnson of record in Document No. 2006083936, Official Public Records of Williamson County, Texas, for a southeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "RPLS 1433" found in the west right-of-way line of said F.M. 1660 at the northeast corner of the said 0.51 acre tract bears S 82°31'24" E, a distance of 21.83 feet;

THENCE N 82°16'34" W, leaving the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, crossing the said 96.99 acre tract, with the north line of the said 0.51 acre tract, and with a south line of the tract described herein, a distance of 179.38 feet to a 1/2-inch iron rod with a plastic cap stamped "RJ Survey" found at the northwest corner of the said 0.51 acre tract, for a re-entrant corner of the tract described herein;

THENCE S 07°29'25" W, continuing across the said 96.99 acre tract, with the west line of the said 0.51 acre tract, with the east line of the tract described herein, a distance of 114.42 feet to a ½-inch iron rod with a plastic cap stamped "RPLS 1433" found at a re-entrant corner of the said 96.99 acre tract, at the southwest corner of the said 0.51 acre tract, same being the northwest corner of a certain called 4/5ths of an acre described in the special warranty deed with life estate to Robert W. Kaderka and wife, Bonnie Kaderka of record in Document No. 2015074295, Official Public Records of Williamson County, Texas, for an angle point in the east line of the tract described herein;

THENCE S 07°42'22" W, with the east line of the said 96.99 acre tract, with the west line of the said 4/5ths of an acre tract, and with the west line of a certain called 0.51 acre tract described in the deed to Bruce Craig Cunningham of record in Volume 1954,

Page 227, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 180.55 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at an angle point;

THENCE S 06°40'19" W, with the east line of the said 96.99 acre tract, with the west line of the said 0.51 acre tract, and with the west line of a certain called 0.484 acre tract described in the deed to Marla Dawn Burns of record in Document No. 9722814, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 200.68 feet to a ½-inch iron rod found in the north line of a certain called 0.480 acre tract described in the deed to John A. Drummond, Sr. of record in Document No. 9662944, Official Public Records of Williamson County, Texas, at the southwest corner of the said 0.484 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 81°53'59" W, with the north line of the said 0.480 acre tract and a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 10.57 feet to a fence corner post found at a re-entrant corner;

THENCE S 08°03'45" W, with the west line of the said 0.480 acre tract and the west line of a certain called 0.59 acre tract described in the deed to Jonathan M. Wagner and Marci H. Wagner of record in Document No. 2016117309, Official Public Records of Williamson County, Texas, with the east line of the said 96.99 acre tract, with the east line of the tract described herein, a distance of 223.01 feet to a concrete monument found in the north line of a certain called 2.47 acre tract described in the deed to Charles E. Holland and Deborah D. Holland of record in Volume 868, Page 561, Deed Records of Williamson County, Texas, at the southwest corner of the said 0.59 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 82°23'05" W, with the north line of the said 2.47 acre tract, with a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 242.61 feet to a 3/8-inch iron rod found at the northwest corner of the said 2.47 acre tract, at the northeast corner of Block 4, said Hutto and Metcalfe Addition, for a re-entrant corner of the tract described herein;

THENCE S 07°38'01" W, with the west line of the said 2.47 acre tract and an east line of the said 96.99 acre tract, with the east line of said Block 4 and Block 3, said Hutto and Metcalfe Addition, with an east line of the tract described herein, a distance of 298.64 feet to a ½-inch iron rod found in the east line of said Block 3, Hutto and Metcalfe Addition, and the northeast corner of a certain called 0.659 acre tract described in the deed to Dennis O. Johnson and Nadine C. Johnson of record in Document No. 2001074832, Official Public Records of Williamson County, Texas, for the southerly southeast corner of the tract described herein;

THENCE S 77°34'56" W, crossing the said 96.99 acre tract, with the north line of the said 0.659 acre tract, with the south line of the tract described herein, a distance of 253.79 feet to a ¾-inch iron rod found at the northwest corner of the said 0.659 acre tract, and the northeast corner of Lot 3, Block 2, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein,

THENCE S 77°37'39" W, continuing across the said 96.99 acre tract, with the north line of said Lot 3, Block 2, Hutto and Metcalfe Addition, with the south line of the tract described herein, a distance of 91.78 feet to a concrete monument found in a west line of the said 96.99 acre tract, at the intersection of the south line of an alley and the east right-of-way line of East Street, a 60-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, at the northwest corner of said Lot 3, Block 2, Hutto and Metcalfe Addition, for the southerly southwest corner of the tract described herein;

THENCE N 12°28'30" W, with the east right-of-way line of said East Street, the west line of the said 96.99 acre tract, with the west line of Lot 6, Block 2, and the west line of Block 5, said Hutto and Metcalfe Addition, with a west line of the tract described herein, a distance of 439.34 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at the northeast terminus of said East Street, at the northwest corner of Block 5, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein;

THENCE N 82°21'12" W, with the south line of the said 96.99 acre tract, with the north terminus of said East Street, with the south line of the tract described herein, a distance of 63.90 feet to a calculated point for the northwest terminus of said East Street and the northeast corner of Lot 5, Block 8, said Hutto and Metcalfe Addition, from which a ¾-inch iron pipe found bears N 63°55'34" W, a distance of 0.36 feet;

THENCE N 82°21'12" W, continuing with the south line of the said 96.99 acre tract and the north line of said Lot 5, Block 8, Hutto and Metcalfe Addition, with the south line of the tract described herein, a distance of 16.46 feet to a calculated point for the southeast terminus of Capitol Street, a 50-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, for an angle point in the south line of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the south line of the said 96.99 acre tract at the northeast terminus of said Capitol Street and the east corner of Block 9, said Hutto and Metcalfe Addition, bears N 82°21'12" W, a distance of 139.80 feet;

Williamson County, Texas
J. Shelton Survey, Abstract No. 560
E. Thomason Survey, Abstract No. 844
W.J. Brown Survey, Abstract No. 105

95.047 Acres
Page 3 of 3

THENCE S 76°41'29" W, leaving the south line of the said 96.99 acre tract, with the north line of Lots 5-6, Block 8 and Lots 4 and 2, Block 12, said Hutto and Metcalfe Addition, with the south right-of-way line of said Capitol Street, a distance of 500.29 feet to a calculated point in the east line of Lot 4, Block F, Hutto Square Section 1, a subdivision according to the plat of record in Cabinet W, Slides 263-267, Plat Records of Williamson County, Texas, at the northwest corner of said Lot 2, Block 12, and the southwest terminus of said Capitol Street, same being the northwest corner of a certain tract of land designated as Second Tract and conveyed in the warranty deed to Curtis L. Peterson of record in Volume 535, Page 51, Deed Records of Williamson County, Texas, for the westerly southwest corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "RJ Surveying" found in the west line of said Lot 2, Block 12, Hutto and Metcalfe Addition, at the southeast corner of said Lot 4, Block F, Hutto Square Section 1, and the northeast corner of Lot 3, Block F, said Hutto Square Section 1, bears S 07°42'05" W, a distance of 85.29 feet;

THENCE N 07°42'05" E, with the west terminus of said Capitol Street and the east line of said Lot 4, Block F, Hutto Square Section 1, with the west line of the tract described herein, a distance of 53.56 feet to a ½-inch iron rod with a plastic cap stamped "RJ Surveying" found at the northwest terminus of said Capitol Street, being a southwest corner of the said 96.99 acre tract, for a point-on-line in the west line of the tract described herein, from which said ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the south line of the said 96.99 acre tract at the northeast terminus of said Capitol Street and the east corner of said Block 9, Hutto and Metcalfe Addition, bears N 76°41'29" E, a distance of 350.53 feet;

THENCE with the west line of the said 96.99 acre tract, the east line of said Hutto Square Section 1, the east line of Hutto Square Section 2, a subdivision according to the plat of record in Cabinet Y, Slides 154-157, Plat Records of Williamson County, Texas, and with the east line of Hutto Square Section 3, a subdivision according to the plat of record in Cabinet CC, Slides 138-139, Plat Records of Williamson County, Texas, with the west line of the tract described herein, the following four (4) courses and distances:

1. N 07°40'21" E, a distance of 55.89 feet to a ½-inch iron rod with a plastic cap stamped "4391" found at the north corner of Lot 4, the east corner of Lot 5, southeast corner of Lot 39, and the south corner of Lot 40, Block F, said Hutto Square Section 1, for an angle point of the tract described herein,
2. N 07°38'18" E, a distance of 655.93 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the east line of Lot 48, Block F, said Hutto Square Section 2, for an angle point of the tract described herein,
3. N 07°46'41" E, a distance of 230.55 feet to a ½-inch iron rod with a plastic cap stamped "RPLS 4391" found at the northeast corner of Lot 51 and the southeast corner of Lot 52, Block F, said Hutto Square Section 2, for an angle point of the tract described herein, and
4. N 07°46'30" E, a distance of 2,059.60 feet to a concrete monument found in the east line of Lot 91, Block F, said Hutto Square Section 3, at the northwest corner of the said 96.99 acre tract, same being a re-entrant corner of the said 201.06 acre tract, for the northwest corner of the tract described herein;

THENCE S 82°15'43" E, with the north line of the said 96.99 acre tract and a south line of the said 201.06 acre tract, with the north line of the tract described herein, a distance of 1,222.52 feet to the **POINT OF BEGINNING** and containing 95.047 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the months of April and May, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 30th day of May 2019 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



LandDev Consulting, LLC ▪ 5508 Highway 290 West, Suite 150, Austin, TX 78735 ▪ (512) 872-6696

TBPE Firm No. 16384 | TBPLS Firm No. 10194101

“EXHIBIT —”

DESCRIPTION OF 10.554 ACRES OF LAND IN THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 11.10 ACRE TRACT DESIGNATED AS TRACT TWO AND DESCRIBED IN THE DEED TO JERRY E. ROZNOVAK AND WIFE, HILDA ROZNOVAK OF RECORD IN VOLUME 443, PAGE 472, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.554 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½-inch iron rod with a plastic cap stamped “RJ Survey” (Grid Coordinates: N= 10,177,139.20, E= 3,174,174.80) found in the west right-of-way line of F.M. 1660, a variable-width right-of-way, in the north line of a certain called 96.99 acre tract designated as Tract One and described in said deed to Jerry E. Roznovak and wife, Hilda Roznovak of record in Volume 443, Page 472, Deed Records of Williamson County, Texas, at the easterly southeast corner of a certain called 201.06 acre tract described in the deed to Billie B. Davenport of record in Volume 1079, Page 938, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 4.758 acre tract described in the deed to the State of Texas of record in Volume 476, Page 605, Deed Records of Williamson County, Texas, and the northwest corner of a certain called 3.722 acre tract described in the deed to the State of Texas of record in Volume 476, Page 607, Deed Records of Williamson County, Texas, from which a concrete monument found in the east line of Lot 91, Block F, said Hutto Square Section 3, a subdivision according to the plat of record in Cabinet CC, Slides 138 and 139, Plat Records of Williamson County, Texas, at the northwest corner of the said 96.99 acre tract, same being a re-entrant corner of the said 201.06 acre tract bears N 82°15'43" W, a distance of 1,222.52 feet;

THENCE S 82°15'43" E, crossing the said F.M. 1660 right-of-way, a distance of 97.80 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set in the east right-of-way line of said F.M. 1660, in the north line of the said 11.10 acre tract, at the northeast corner of the said 3.722 acre tract and the southeast corner of a certain called 1.529 acre tract described in the deed to the State of Texas of record in Volume 476, Page 603, Deed Records of Williamson County, Texas, in the south line of a certain called 135 acre tract described in the deed to Janet Lynn Barnard, Trustee for the Janet Lynn Barnard Family 1984 Trust of record in Volume 1126, Page 800, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 65.234 acre tract conveyed to CMSAL-2 L.L.C. of record in Document No. 2011084930, Official Public Records of Williamson County, Texas, and described in Document No. 1999014821, Official Public Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found in the east right-of-way line of said F.M. 1660, in the east line of the said 1.529 acre tract, and the west line of a certain called 28.449 acre tract described in the deed to North Town Commons, LLC of record in Document No. 2007062953, Official Public Records of Williamson County, Texas, bears N 03°15'10" W, a distance of 192.32 feet, and from which a ½-inch iron rod found bears N 02°00'51" W, a distance of 10.60 feet;

THENCE S 82°15'43" E, with the north line of the said 11.10 acre tract and the south line of the said 135 acre tract, with the south line of the said 65.234 acre tract, with the north line of the tract described herein, a distance of 498.95 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set for the northeast corner of the said 11.10 acre tract, at a re-entrant corner of the said 135 acre tract, in the south line of the said 65.234 acre tract, for the northeast corner of the tract described herein;

THENCE S 07°38'01" W, with the east line of the said 11.10 acre tract and the west line of the said 135 acre tract, with the east line of the tract described herein, at a distance of 9.91 feet, passing a ½-inch iron rod with a plastic cap stamped “PAPE DAWSON” found, and continuing for a total distance of 17.36 feet to a calculated point for a southeast corner of the tract described herein, from which a ½-inch iron rod found bears N 74°00'05" E, a distance of 0.23 feet;

THENCE leaving the west line of the said 135 acre tract, crossing the said 11.10 acre tract, with a south, east, and north line of the tract described herein, the following three (3) courses and distances:

1. N 82°21'59" W, a distance of 50.00 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set for a re-entrant corner,
2. S 07°38'01" W, a distance of 50.00 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set for a re-entrant corner, and
3. S 82°21'59" E, a distance of 50.00 feet to a calculated point in the east line of the said 11.10 acre tract and west line of a certain called 72.025 acre tract described in the deed to Mager Meadows, LP of record in Document No. 2004018146, Official Public Records of Williamson County, Texas, for a northeast corner of the tract described herein, from which a ½-inch iron rod found bears S 61°01'59" E, a distance of 0.33 feet;

THENCE S 07°38'01" W, with the east line of the said 11.10 acre tract and the west line of the said 72.025 acre tract, with the east line of the tract described herein, a distance of 1,292.44 feet to a ½-inch iron rod found in the north line of a certain called

Williamson County, Texas
E. Thomason Survey, Abstract No. 844
Canutillo Colony Ditch Company Survey, Abstract No. 693

10.554 Acres
Page 2 of 2

9.862 acre tract described in the deed to Herbert L. Prewitt and wife, Connie E. Prewitt of record in Volume 876, Page 655, Deed Records of Williamson County, Texas, at the southwest corner of the said 72.025 acre tract and the southeast corner of the said 11.10 acre tract, for the southeast corner of the tract described herein;

THENCE N 82°26'32" W, with the south line of the said 11.10 acre tract and the north line of the said 9.862 acre tract, with the south line of the tract described herein, at a distance of 2.07 feet, passing a concrete monument found 0.12 feet north of the line, and continuing for a total distance of 285.57 feet to a 5/8-inch iron rod found in the east right-of-way line of said F.M. 1660, and the south line of the said 11.10 acre tract, at a southeast corner of the said 3.722 acre tract and the northeast corner of a certain called 0.311 acre tract described in the deed to the State of Texas of record in Volume 476, Page 612, Deed Records of Williamson County, Texas, at the northwest corner of the said 9.862 acre tract, for the southwest corner of the tract described herein;

THENCE crossing the said 11.10 acre tract, with the east right-of-way line of said F.M. 1660, with the east line of the said 3.722 acre tract, with the west line of the tract described herein, the following four (4) courses and distances:

1. N 07°21'46" E, a distance of 421.34 feet to a destroyed Texas Department of Transportation (TXDOT) Type-I concrete right-of-way monument found at an angle point,
2. N 07°33'54" E, a distance of 324.41 feet to a destroyed Texas Department of Transportation (TXDOT) Type-I concrete right-of-way monument found at an angle point,
3. N 13°27'20" W, a distance of 513.66 feet to a destroyed Texas Department of Transportation (TXDOT) Type-I concrete right-of-way monument found at an angle point, and
4. N 03°15'10" W, a distance of 138.59 feet to the **POINT OF BEGINNING** and containing 10.554 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of April and May, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 20th day of May 2019 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**105.2 acres, more or less, of land, out of the
E. Thomason Survey, Abstract No. 844, the William J. Brown Survey, Abstract No. 105, the
Canutillo Colony Ditch Company Survey, Abstract No. 693, and the Hutto & Metcalfe Addition,
Block 3-5 (PTS) and Lots 4-6, Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Building Inspection Services and the Hutto Police Department will provide Code Enforcement Services upon annexation. The Development Services Department's role will include issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by City of Hutto.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by City of Hutto.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

Regular City Council
**AGENDA ITEM
10.P.**



To: City Council
Subject: Consideration of a public hearing and possible action on the first reading of an ordinance regarding the proposed annexation of the Hutto EDC Megasite, 451.355 acres, more or less, of land, and to establish base zoning as LI (Light Industrial), located on US 79 East and FM 3349. (Ashley Lumpkin)
Meeting: Regular City Council - 05 Sep 2019
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

A Municipal Service Plan (MSP) has been drafted per the Council's directive from their regularly scheduled meeting on August 15, 2019.

The next step in the voluntary annexation process is to hold the second public hearing and conduct the second and final reading of the annexation ordinance. An annexation ordinance requires a second reading prior to final approval.

RECOMMENDATION:

Staff recommends that the Council approve the first reading of the ordinance.

ATTACHMENTS:

[\(Ord\)HEDCMegasiteAnnex-451.355ac\(Ord\)Complete\(1stRead\)](#)
[HEDCMegasite\(451.355ac\)Annex-PHNotice\(News\)1st](#)

ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 451.355 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT "A", ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO'S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

WHEREAS, pursuant to Section 43.028 of the Texas Local Government Code, the owners of a tract of land containing 451.355 acres, more or less, of land, being out of the Thomas B. Lee Survey, Abstract No. 740, and the J.J. Stubblefield Survey, Abstract No. 562, in Williamson County, Texas, and being more particularly described in **Exhibit "A"** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property, and;

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

WHEREAS, the City Council of the City of Hutto by resolution directed the City's Development Services Director to prepare a service plan that provided for the extension of full municipal services to the Property, and such service plan was duly prepared and described in **Exhibit "B"** attached hereto and made part hereof by reference for all purposes, and;

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

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

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

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

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

SECTION I.

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

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION V.

That the Service Plan providing for extension of municipal services to the areas proposed to be annexed, attached hereto and incorporated herein as **Exhibit “B”**, is hereby approved.

SECTION VI.

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

SECTION VII.

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

SECTION VIII.

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

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

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

SECTION IX.

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

READ and **APPROVED** on first reading on this the **5th** day of **September, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this **19th** day of **September, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

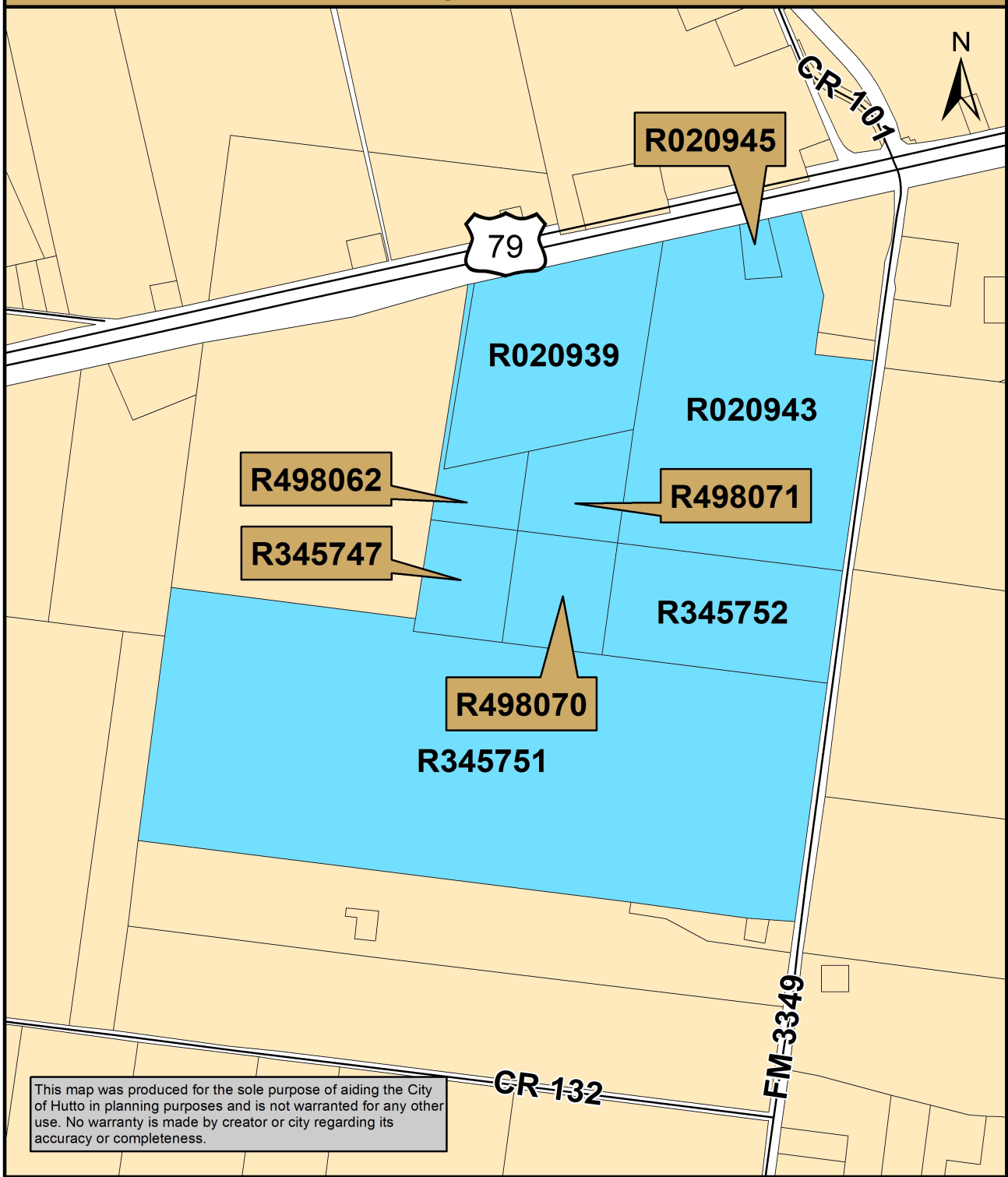
CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

Hutto EDC Megasite (451.355 Acres)



Map Document: (K:\SITE LOCATION MAPS\2019
Site Location Maps\US_79\Hutto_EDC_Megasite.mxd)
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**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**451.355 acres, more or less, of land, out of the
Thomas B. Lee Survey, Abstract No. 740, and the J.J. Stubblefield Survey, Abstract No. 562,
Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Building Inspection Services and the Hutto Police Department will provide Code Enforcement Services upon annexation. The Development Services Department's role will include issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by Jonah S.U.D.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by City of Hutto.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

PUBLIC NOTICE NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE HUTTO CITY COUNCIL WILL HOLD A PUBLIC HEARING REGARDING:

The proposal to institute annexation proceedings to enlarge and extend the city limits boundary of said City to include the following described properties consisting of approximately 451.355 acres and to establish base zoning as LI (Light Industrial) heretofore referred to as the Hutto EDC Megasite, to-wit:

The Hutto EDC Megasite property (451.355 acres) described as being out of the Thomas B. Lee Survey, Abstract No. 740, and the J.J. Stubblefield Survey, Abstract No. 562, in Williamson County, Texas.

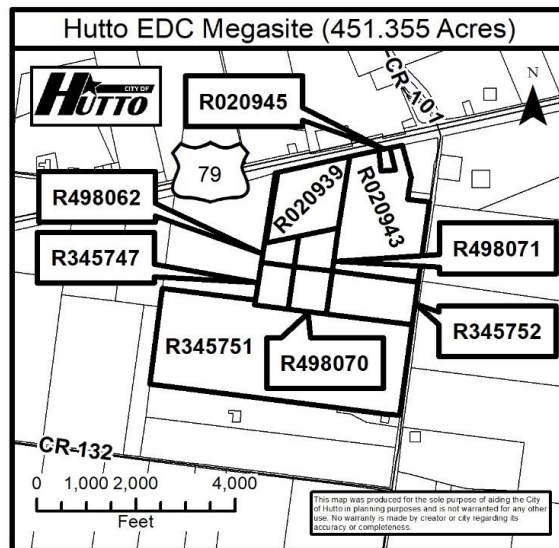
At said time and place all such persons interested shall have the right to appear and be heard. Of all said matters and things, all persons interested in the subject matter herein mentioned shall take notice.

A public hearing will be held on September 5, 2019 at 7:00 p.m.

Hutto City Hall
500 W. Live Oak St., Hutto, Texas

For additional information the public may contact Development Services at 512-759-3479 or planning@huttotx.gov

Publication Date: August 18, 2019



Regular City Council
AGENDA ITEM
11.A.



To: City Council
Subject: A Resolution of the City of Hutto, Texas regarding River Creek Development Corporation Interlocal Agreement; Construction Contract; Loan Agreement; a Loan Placement Agreement; a Fiscal Agent Agreement; a Continuing Disclosure Agreement and a Representation Agreement and containing other matters related thereto.
Meeting: Regular City Council - 22 Aug 2019
Department: Economic Development
Staff Contact: Jessica Bullock,

BACKGROUND INFORMATION:

A Public Improvement District for the Mustang Creek project was created in June 2018. This Resolution allows for the final execution of critical documents for issuance of financing mechanisms for public improvements in the development.

As part of this development, public improvements include a new wastewater lift station, the construction of streets and improved access from FM 1660 and CR 118, a large open space (approximately 49 acres) of riparian zone natural area, meadows, and play field to be dedicated to the City to provide run and play areas and walkable access to future school, church and commercial developments on the north end of the subdivision.

FINANCIAL IMPACT:

This is a non-recourse loan-to-bond that will finance the development of the project.

INTERLOCAL AGREEMENT
(Mustang Creek Public Improvement District Project)

THIS INTERLOCAL AGREEMENT (this “**Agreement**”), entered into this 5th day of September, 2019, is made by and between the (the “**City**”) and **RIVER CREEK DEVELOPMENT CORPORATION**, a public nonprofit corporation created by the City and organized under Chapter 431, Texas Transportation Code, as amended (the “**Corporation**”).

RECITALS

WHEREAS, on June 7, 2018, the City Council of the City of Hutto, Texas (the “**City**”) passed and approved Resolution No. R-18-06-07-9C authorizing the creation of the Mustang Creek Public Improvement District (the “**District**”) pursuant to Chapter 372, Texas Local Government Code, as amended (the “**PID Act**”); and

WHEREAS, on June 20, 2019 the City Council passed and approved Resolution No. R-19-06-20-_____, amending the boundaries of the District to match the boundaries of the Property; and

WHEREAS, the District was created, in part, to undertake and finance those certain Public Improvements (as defined herein) as approved by the City Manager (the “**Public Improvements**”) set forth in “**Exhibit B**” hereto and set forth in the Service and Assessment Plan and Assessment Roll approved by the City Council of the City dated September 5, 2019, as amended from time to time (the “**Service and Assessment Plan**”); and

WHEREAS, on September 5, 2019, the City Council passed and approved Ordinance No. _____ (the “**Assessment Ordinance**”) which, among other things, approved the Service and Assessment Plan which identified the amount of certain assessments on the benefitted property within the District (“**Assessments**”), and established the dates upon which interest on assessments will begin to accrue and collection of Assessments will begin; and

WHEREAS, in addition to approving the Service and Assessment Plan, the Assessment Ordinance levied the Assessments against certain parcels within the boundaries of the District for the Public Improvements in accordance with the Service and Assessment Plan; and

WHEREAS, Assessments are reflected in the Service and Assessment Plan as approved by the City Council, as amended and updated annually as provided in the PID Act; and

WHEREAS, the Service and Assessment Plan and the Assessment Ordinance provide, in part, that an Assessment or Assessments may be paid in full, and if an assessment is not paid in full, it shall be due and payable in Annual Installments (as defined in the Service and Assessment Plan) plus interest; and

WHEREAS, the Service and Assessment Plan and the Assessment Ordinance provide, pursuant to Chapter 372.018(f) of the PID Act, that if an Annual Installment of an Assessment becomes delinquent, such Annual Installment shall be due and payable plus interest, penalties, and expenses incurred or imposed with respect to any delinquent installments; and

WHEREAS, the Service and Assessment Plan allocated the cost of the Public Improvements to the Assessed Parcels proportionally based on the special benefits conferred to each lot or parcel by the Public Improvements; and

WHEREAS, all revenue received and collected by the City from the collection of the Assessments and Annual Installments (excluding Delinquent Collection Costs, and Administrative Expenses) (the “**Assessment Revenues**”) shall be deposited as required by the PID Act into an assessment fund created pursuant to the PID Act (the “**Assessment Fund**”);

WHEREAS, the City and the Corporation are entering into this Agreement (1) to administer certain matters related to the District, (2) for the purchase and sale by the City from the Corporation of the Public Improvements (the “**Project**”) pursuant Chapter 372.023(a) of the PID Act, (2) to authorize the Corporation to finance the costs of the Project, (3) fund certain funds under the Fiscal Agent Agreement (as defined herein) and (4) to authorize the Corporation to enter into a contract for the construction of the Public Improvements;

WHEREAS, in order to finance the Project, the Corporation shall enter into a Loan Agreement (the “**Loan Agreement**”) with the Preston Hollow Capital, LLC (the “**Lender**”);

WHEREAS, this Agreement shall be considered an installment sale contract under Chapter 372 of the PID Act;

WHEREAS, the Corporation and the Construction Manager (as defined herein) shall enter into a Construction Contract dated as of September 5, 2019 (“**Construction Contract**”), whereby the Construction Manager will construct the Public Improvements to be sold to the City by the Corporation under this Agreement; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“**Administrative Expenses**” shall mean the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and

advisors, (ii) creating and organizing the District and preparing the assessment roll, (iii) computing, levying, collecting and transmitting the Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Assessments, (v) investing or depositing the Assessments, (vi) paying the fees and expenses (including the fees and expenses of legal counsel) of the Fiscal Agent and any other paying agent/registrar, fiscal agent or trustee associated with the administration of the District or the Assessment Revenues, and (vii) administering the construction of the Public Improvements.

“Administrator” shall mean any entity that the City contracts with to administer the Service and Assessment Plan.

“Agreement” means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more agreements supplemental hereto entered into pursuant to the applicable provisions hereof.

“Annual Installment” shall have the meaning ascribed for such term in the Service and Assessment Plan.

“Assessed Parcel” shall mean any Parcel within the District against which an Assessment is levied (Assessed Parcel does not include Non-Benefited Property) for the Public Improvements.

“Assessment Fund” shall mean the fund to which Assessment Revenues shall be deposited pursuant to the PID Act.

“Assessment Ordinance” shall mean Ordinance No. _____ passed and approved by the City Council on September 5, 2019.

“Assessment Revenues” shall mean all revenue received and collected by the City from the collection of the Assessments and Annual Installments, including foreclosure proceeds as described in Section 5.06(b) hereof (but excluding Delinquent Collection Costs, and Administrative Expenses).

“Assessments” shall mean the assessments levied against properties in the District, as provided for in the Assessment Ordinance and in the Service and Assessment Plan, including any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

“Construction Manager” shall mean Hutto1660, L.P., a Texas limited partnership, and their successors or permitted assigns.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement of the City and of the Corporation, dated as of September 5, 2019.

“Corporation” shall mean the River Creek Development Corporation.

“Debt” shall mean any bond, note, or other evidence of indebtedness incurred, entered into, or issued by the City or the Corporation related exclusively to the District.

“Delinquent Collection Costs” shall have the meaning set forth in the Service and Assessment Plan.

“District” shall mean Mustang Creek Public Improvement District.

“Fiscal Agent” shall mean UMB Bank, N.A. in its role as fiscal agent, and its successors and assigns.

“Fiscal Agent Agreement” shall mean the Fiscal Agent Agreement, dated as of September 5, 2019 by and between the Lender, the Corporation and the Fiscal Agent.

“Installment Payment Date” shall mean each March 15 and September 15 beginning March 15, 2020.

“Installment Payments” shall mean the payments from the City to the Corporation for the purchase of the Public Improvements as described in Section 6.02 and **“Exhibit C”** hereof; provided, however, such payments shall be adjusted to reflect any changes to the Service and Assessment Plan.

“Lender” shall mean Preston Hollow Capital, LLC.

“Loan Agreement” shall mean the Loan Agreement between the Corporation and the Lender.

“Non-Benefited Property” shall mean Parcels within the boundaries of the District that accrue no special benefit from the Public Improvements, including Owner Association Property, Public Property.

“Obligations” shall mean bonds, notes, loan agreements, installment sale contracts, lease purchase agreements, or other evidence of debt obligations.

“Owner’s Association” shall mean a homeowner’s association or property owner’s association.

“Owner Association Property” shall mean property within the boundaries of the District that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, an Owner’s Association established for the benefit of property owners within the District.

“Parcel” shall mean a property identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purpose, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Williamson County, or by any other means determined by the City.

“PID Act” shall mean Chapter 372, Texas Local Government Code, as amended.

“Project” shall mean the purchase and sale by the City from the Corporation of the Public Improvements.

“Public Improvements” are the improvements set forth in **“Exhibit B”** hereto.

“Public Property” shall mean property, real property, right of way and easements located within the boundaries of the District that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an easement, or by plat.

“Purchase Price” shall mean the sum of all Installment Payments to be paid by the City to the Corporation for the Project.

“Segment” or **“Segments”** shall mean the portions of the Public Improvements identified as such.

“Service and Assessment Plan” shall mean that certain Service and Assessment Plan and Assessment Roll approved by the City Council of the City dated September 5, 2019, as amended from time to time.

All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

INCORPORATION OF RECITALS

The RECITALS set forth in the Preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Article.

ARTICLE III

SCOPE OF AGREEMENT

This Agreement establishes provisions for the Corporation to act on behalf of the City in the financing of, and contracting for the construction of, the Public Improvements pursuant to the Loan Agreement and the Construction Contract, respectively (Article IV), the apportionment, levying, collection of Assessments on the Assessed Parcels (Article V), and the installment sale and purchase of the Public Improvements (Article VI).

ARTICLE IV

POWERS AND DUTIES OF THE CORPORATION

Section 4.01 Construction Contract and Loan Agreement. The City authorizes the Corporation to enter into the Construction Contract and the Loan Agreement. The Corporation will request, and the City agrees that it shall assist the Corporation in complying with any applicable requirements of the Corporation set forth in the Construction Contract and the Loan Agreement.

Section 4.02 Power to Incur Other Obligations. Subject to the provisions of this Agreement, the Corporation shall have the power from time to time to incur other Obligations and enter into contracts with consultants upon such terms and conditions as the Corporation shall determine to be necessary or desirable, subject to the approval of the City.

ARTICLE V

ASSESSMENTS

Section 5.01 Preliminary Matters.

(a) The Service and Assessment Plan will be updated and amended by the City or its Administrator at least once per year, and submitted for the City Council's review and approval.

(b) Assessments on any portion of the Assessed Parcels will bear a direct proportional relationship to and be less than or equal to the special benefit of the Public Improvements within the District.

(c) Assessments on any portion of the Assessed Parcels may be increased so long as the Assessments are determined in accordance with the Service and Assessment Plan approved by the City in compliance with applicable laws, including applicable public hearing requirements.

(d) The Assessed Parcels may also be subject to an Owner's Association assessment, which shall not be set forth in the Service and Assessment Plan and is not pledged to the Installment Payments.

(e) The City, through its City Manager, may request any additions to the Project or any component thereof whenever the City deems such changes to be necessary and appropriate; provided, however, that no such change shall (a) impair the ability of the City to make the Installment Payments, (b) increase or reduce the amount of the Installment Payments, (c) cause to be included in the Project any property not constituting property useful in the performance of the City's powers, projects and purposes, (d) cause the Public Improvements or any such component thereof to have an estimated useful life materially shorter than the estimated useful life of the Public Improvements or such component prior to such change, or (e) include any property or improvement not authorized by the PID Act. Any such change shall be implemented by City's filing with the Corporation and the Lender a description of such change and the adoption of an updated Service and Assessment Plan. Upon such filing, the description of the Public Improvements contained in "**Exhibit B**" shall be deemed to have been modified in accordance

therewith. No such change shall constitute an amendment, change, modification or alteration of this Agreement.

Section 5.02 Construction of Public Improvements. The Corporation shall cause the construction of the Public Improvements consistent with the terms of the Construction Contract. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions.

Section 5.03 Collection of Assessments.

(a) The City, as authorized by the PID Act and other applicable law, shall continuously collect or cause to be collected Assessments levied pursuant to the Service and Assessment Plan during the terms of this Agreement and the Loan Agreement in the manner and to the extent permitted or required by the PID Act and any applicable law. The City will not permit a reduction, abatement, or exemption in the Assessments due on any portion of the Assessed Parcels until the Assessments related to that particular portion of the Assessed Parcels are no longer outstanding, other than as provided in Section 6.06 hereto, whether as a result of payment in full, defeasance, or otherwise. The City shall collect the Assessments consistent with the requirements of the PID Act and the City's policies and standard practices applicable to the collection of City taxes and assessments, as required by law. All Administrative Expenses incurred by the City shall be paid from the Administrative Expense portion of the Annual Installment of the Assessments.

(b) Notwithstanding anything to the contrary contained herein or in the Service and Assessment Plan and the Assessment Revenues collected annually will be deposited in the Assessment Fund and used thereafter to pay the Installment Payments.

(c) Further notwithstanding anything to the contrary contained herein, the City agrees to use best efforts to contract with Williamson County Tax Collector for the collection of the Assessments such that the Assessments will be included on the ad valorem tax bill(s) for the Assessed Parcels and will be collected as part of and in the same manner as ad valorem taxes. All Administrative Expenses incurred by the City and the County shall be paid from the administrative portion of the Annual Installments of the Assessments.

Section 5.04 Approval and Recordation of Assessments through Landowner Agreement. Concurrent with the levy of Assessments on the Assessed Parcels, the owners of the Assessed Parcels ("**Owners**") executed one or more Landowner Agreement(s) (herein so called) in which the Owners approved and accepted the apportionment of Assessments in the Service and Assessment Plan and the levy of the Assessments by the City. The Landowner Agreement further (a) evidences that the Assessments are covenants running with the land that will bind any and all current and successor owners of the applicable Assessed Parcels to the Assessments, including applicable penalties and interest thereon, as and when due and payable thereunder, (b) provides that subsequent purchasers of such land take their title subject to and expressly assume the terms and provisions of the Assessments; and (c) provides that the lien created by the levy of the Assessments is a first and prior lien on the Assessed Parcels, subject only to liens for ad valorem taxes of the City, County, school district, special district or other political subdivision, or a lien of the Department of Treasury of the United States of America.

Section 5.05 Transfer. The Corporation's right, title and interest to the payments of Purchase Price shall be the sole and exclusive property of Corporation (or its Transferee) and no other third party shall have any claim or right to such funds unless the Corporation transfers its rights to its Purchase Price to a Transferee in writing and otherwise in accordance with the requirements set forth herein. The Corporation has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of the Corporation's right, title, or interest under this Agreement including, but not limited to, any right, title or interest of the Corporation in and to payment of its Purchase Price (a "**Transfer**," and the person or entity to whom the transfer is made, a "**Transferee**"). Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City shall review and approve the transfer.

Section 5.06 Summary of City Responsibilities. Notwithstanding any other provision of this Agreement, the City's responsibility under this Agreement shall be limited as follows:

(a) The City shall have no responsibility for administration, assessment, collection or payment of any amounts except as specifically provided in this Agreement and the Service and Assessment Plan.

(b) The City's sole obligations with respect to the Assessments are to:

(i) Contract with the Williamson County Appraisal District or other third party to collect the Assessments;

(ii) Establish the assessment account provided in the Service and Assessment Plan (referred to herein as the Assessment Fund) to receive the funds collected from Assessments;

(iii) Collect and pay Administrative Expenses as provided herein;

(iv) Direct the Administrator (i) to take all reasonable efforts to collect Annual Installments and Assessments including foreclosure of any lien securing delinquent Assessment or Annual Installment thereof as provided in Section 7.01 and (ii) to provide any certificates or letters of representation as may be requested by the Lender relating to the Service and Assessment Plan, the Assessments, or the Annual Installments or other matters as may be reasonably requested by the Lender;

(v) Deposit Annual Installments and Assessment Revenues received, including funds received from foreclosure sales and prepayment of Assessments, into the Assessment Fund;

(vi) Purchase the Public Improvements with funds from the Assessment Fund;

(vii) Transfer funds out of the Assessment Fund to the Fiscal Agent as provided in this Agreement;

(viii) Provide and comply with the provisions of the Tax Certificate, attached as "**Exhibit D**";

(ix) Provide the IRS 8038-G form related to the City's obligations under Article VI hereof, attached as "**Exhibit E**"; and

(x) Annually modify Assessments in the Service and Assessment Plan in accordance with the requirements of Section 2.05(h) of the Fiscal Agent Agreement.

(c) The City liability for payment of any funds under this Agreement is limited to payment of funds in the Assessment Fund. The City shall have no obligation to pay funds from any other source including the City's general operating funds.

ARTICLE VI

PURCHASE AND SALE OF THE PUBLIC IMPROVEMENTS

Section 6.01 Purchase and Sale of Public Improvements. The City hereby purchases from the Corporation, and the Corporation hereby sells to the City, the Public Improvements in accordance with the provisions of this Agreement. Upon acceptance by the City of Public Improvements or Segment thereof, all right, title and interest in such Public Improvements or Segment thereof shall vest in the City without further action on the part of the City or the Corporation. Completion of the Public Improvements, shall not serve to terminate the obligation to provide the 100% warranty bond as described in the Construction Contract. The City hereby approves and accepts an initial acquisition cost of \$1,107,158.50 of the Public Improvements and such initial acquisition cost shall not need any further approvals by the City.

Section 6.02 Installment Payments.

(a) The purchase price to be paid by the City to the Corporation for the purchase of the Project shall be the sum of all Installment Payments (the "Purchase Price"). The City shall pay to the Corporation the Purchase Price in Installment Payments, as provided herein. A portion of the Installment Payments shall constitute principal components and a portion of the Installment Payments shall constitute interest components. The interest components of the Installment Payments shall be paid by the City as and constitute interest paid on the principal components of the Installment Payments as provided in Section 372.023(e) of the PID Act. Subject to prepayment as provided in Section 5.03(a) and Section 6.06 hereof, the Installment Payments shall be due and payable on the Installment Payment dates in the amounts set forth in "**Exhibit C**" attached hereto and by this reference incorporated herein.

(b) The Installment Payments shall be special obligations of the City, payable, as provided herein, solely from Assessment Revenues.

(c) Each Installment Payment shall be paid in lawful money of the United States of America, in immediately available funds.

(d) Unless otherwise so requested by the Corporation, the Corporation hereby directs the City to deposit each Installment Payment and the City agrees to deposit each Installment Payment and any other payment under this agreement with the Fiscal Agent in account no. _____.

(e) So long as no Event of Default has occurred, the Corporation shall be obligated to cause the construction of the Public Improvements consistent with the terms of the Construction Contract.

Section 6.03 Obligation Absolute.

(a) Neither the faith and credit nor the taxing power of the City, the Corporation, the State of Texas nor any political subdivision or agency thereof is pledged to the payment of the Installment Payments or other payments required to be made by the City pursuant hereto.

(b) The obligation of the City to make the Installment Payments and other payments required to be made by it pursuant hereto, solely from the sources and in the manner provided herein, is absolute and unconditional, and until such time as the Installment Payments and such other payments shall have been paid in full, the City shall not discontinue or suspend any Installment Payment or other payment required to be made by it pursuant hereto when due, or dissolve the Corporation.

Section 6.04 Pledge. Subject only to the provisions of this Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein, in order to secure the payment of the Purchase Price in accordance with the provisions of this Agreement and the PID Act, the City hereby pledges to the Corporation, and grants thereto a lien on and a security interest in all of the Assessment Revenues. Said pledge shall constitute a first lien on and security interest in such assets, which shall immediately attach to such assets and be effective, binding and enforceable against the City, its successors, purchasers of any of such assets, creditors and all others asserting rights therein, to the extent set forth in, and in accordance with, this Agreement, irrespective of whether those parties have notice of the pledge of, lien on and security interest in such assets and without the need for any physical delivery, recordation, filing or further act.

Section 6.05 Assessment Fund.

(a) The City shall establish the Assessment Fund. The Assessment Fund shall be maintained, administered and controlled (including signatory authority) by the City and shall not be commingled with any other funds of the City except as provided herein. The funds in the Assessment Fund shall be dedicated solely to the payment of Installment Payments, Delinquent Collection Costs, and Administrative Expenses. Funds in the Assessment Fund shall be deposited and disbursed in accordance with this Agreement, the Loan Agreement, the Fiscal Agent Agreement and the Construction Contract.

(b) On or before each Installment Payment Date, the City shall withdraw from the Assessment Fund in an amount equal to the Installment Payment payable on such Installment Payment Date and shall pay such amount to the Corporation in the manner set forth in Section 6.02(d) hereof.

(c) On September 16 of each year, the City shall transfer any remaining amounts in the Assessment Fund (excluding any Delinquent Collection Costs, and Administrative Expenses) to the Fiscal Agent as a prepayment under Section 6.06 hereof

Section 6.06 Mandatory Prepayment from Assessments Prepayments.

(a) The Installment Payments shall be subject to mandatory prepayment from any prepaid Assessment to be applied to such prepayment, in whole or in part, within 30 days of the receipt of such prepaid Assessment by the City, at a prepayment price equal to 100% of the principal component of the Installment Payments to be prepaid, plus the accrued but unpaid interest component of such Installment Payments to be prepaid to the date of such prepayment.

(b) If less than all of the Installment Payments are prepaid pursuant to this Section, the Installment Payments shall be prepaid on a pro rata basis based on the principal components thereof and interest from the immediately preceding April 1 or October 1 interest payment on the Note, to the extent practicable.

(c) The City shall give the Corporation and the Fiscal Agent written notice of the receipt by the City of prepaid Assessments within ten business days of such receipt and shall specify in such written notice the date on which the Installment Payments to be prepaid from such prepaid Assessment will be so prepaid, which date, as provided in subsection (a) of this Section, shall be within 30 days of such receipt.

ARTICLE VII

REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 7.01 Representations and Warranties of the City. The City makes the following covenants, representations and warranties for the benefit of the Corporation:

(a) The City is a municipal corporation and political subdivision of the State of Texas, duly incorporated, organized and existing under the Constitution and general laws of the State, and has full legal right, power and authority under the PID Act and other applicable law (i) to enter into, execute and deliver this Agreement, (ii) to adopt the Assessment Ordinance, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

(b) The City shall approve all necessary documents and orders required to effectuate the Service and Assessment Plan and Assessment Ordinance.

(c) The City shall comply with all requirements of the PID Act so as to assure the timely collection of Assessments and the Annual Installments thereof.

(d) The City shall determine or cause to be determined, no later than August 15 of each year, whether or not any owners of property within the City are delinquent in the payment of Assessment and, if such delinquencies exist, City shall order and cause to be commenced no later than 45 days after the determination of such delinquency, and thereafter diligently cause to be prosecuted pursuant to any then-existing contract with the County Tax Assessor/Collector or, if no contract, pursuant to Texas law, for the enforcement of the City's assessment liens, an action in court to foreclose the lien of any Assessment or Annual Installment thereof not paid when due.

(e) The City shall not issue or incur any Debt payable from the Assessments.

(f) The City shall not initiate proceedings under the PID Act to modify the amount of the Assessments if such modification would adversely affect the security for the Installment Payments.

(g) The City and the Corporation shall enter into and comply with the Continuing Disclosure Agreement as set forth hereto as “**Exhibit F**”.

(h) The City shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of interest on this Agreement under Section 103 of the Code. Without limiting the generality of the foregoing, the City shall comply with the requirements of the Tax Certificate, to be provided by the City to the Lender, in substantially the form set forth in “**Exhibit D**.” In addition, The City shall provide to the Lender and file with the Internal Revenue System an executed Form 8038-G related to this Agreement in the form set forth in “**Exhibit E**” hereto.

Section 7.02 Covenants and Representations of Corporation. The Corporation makes the following representations and covenants for the benefit of the City:

(b) The Corporation represents that the Corporation is a public nonprofit corporation created by the City and organized under Chapter 431, Texas Transportation Code, as amended, has the ability to conduct business in Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(c) The Corporation represents that the Corporation has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Corporation.

(d) The Corporation represents that this Agreement is a valid and enforceable obligation of the Corporation and is enforceable against the Corporation in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors’ rights in general and by general equity principles.

(e) The Corporation covenants that it will not commit or knowingly permit any act in, upon or to the Assessed Parcels or the Project in violation of any law, ordinance, rule, regulation, or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Assessed Parcels or the Project.

(f) Until the final acceptance of each applicable Public Improvement, the Corporation covenants to maintain or cause to be maintained proper books of record and account for the Public Improvements and all costs related thereto. The Corporation covenants that such accounting books will be maintained or caused to be maintained in accordance with City policies and sound accounting practices, and will be available for inspection by the City or its agent at any reasonable time during regular business hours upon at least 72 hours’ notice.

ARTICLE VIII

DEFAULT AND REMEDIES

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Section 8.01 Event of Default. The occurrence, from time to time, of any one or more of the following events shall constitute an “Event of Default” under this Agreement:

(a) A failure by City to pay any Installment Payment when and as the same shall become due and payable.

(b) Either of the City or the Corporation (a “Party”) shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

Section 8.02 No Acceleration. The Installment Payments shall not be subject to acceleration hereunder.

Section 8.03 Corporation Remedies. If an Event of Default shall have occurred and be continuing, Corporation or any Transferee, shall have the right:

(a) by mandamus, suit, action or proceeding, to compel City and its officers, agents or employees to perform each and every term, provision and covenant contained in this Agreement, and to require the carrying out of any or all such covenants and agreements of City and the fulfillment of all duties imposed upon it by this Agreement;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the rights of the Corporation or any Transferee; or

(c) by suit, action or proceeding in any court of competent jurisdiction in Williamson County, Texas, to require City and its officers and employees to account as if it and they were the trustees of an express trust.

Section 8.04 City Remedies. If an Event of Default shall have occurred and be continuing, City, shall have the right to bring a suit, action or proceeding in any court of competent jurisdiction, to require Corporation to exercise its rights under any available payment and performance bond and warranty bond for the construction of the Public Improvements as provided in the Construction Contract.

Section 8.05 Remedies Not Exclusive. No remedy herein conferred upon or reserved to City or the Corporation is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

Section 8.06 Termination of Proceedings. In case any proceedings taken by Corporation or any Transferee on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to Corporation, then in every such case City and Corporation, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of City and Corporation shall continue as though no such proceedings had been taken.

Section 8.07 No Waiver of Default. No delay or omission of the City or the Corporation to exercise any right or power arising upon the occurrence of any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein, and every power and remedy given by this Agreement to the City or the Corporation may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IX

GENERAL PROVISIONS

Section 9.01 Notices. Any notice, communication, or disbursement required to be given or made hereunder shall be in writing and shall be given or made by e-mail, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as any be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent, and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

If to the City:

City of Hutto, Texas
Attention: Odis Jones, City Manager
500 W. Live Oak Street
Hutto, Texas 78634
E-mail: odis.jones@huttotx.gov

If to the Construction Manager:

Hutto1660, L.P.
Attention:
12306 Technology Boulevard
Austin, Texas 78727
E-Mail:

If to the Corporation:

River Creek Development Corporation
Attention: Chair
500 W. Live Oak Street
Hutto, Texas 78634
E-mail: odis.jones@huttotx.gov

If to the Fiscal Agent:	UMB Bank, N.A. 6034 W. Courtyard Dr., Suite 370 Austin, Texas 78730 Email: jose.gaytan@umb.com
If to the Lender:	Preston Hollow Capital, LLC Attention: John Dinan, General Counsel 1717 Main Street, Suite 3900 Dallas, Texas 75201 E-Mail: jdinan@phcllc.com
With a copy to:	Metcalfe Wolff Stuart & Williams, LLP Attention: Steve Metcalfe 221 W. 6th, Suite 1300 Austin, Texas 78701 E-Mail: SMetcalfe@mwswtexas.com
	McGinnis Lochridge Attention: Bill Bingham 600 Congress Ave., Suite 2100 Austin, Texas 78701 E-Mail: bbingham@mcginnislaw.com

Section 9.01 Administration of District. Pursuant to a separate agreement, the Corporation may contract with a third party to serve as the Administrator and to administer the District after the date hereof. The Administrative Expenses shall be collected as part of and in the same manner as the Annual Installments and the Assessments in the amounts set forth in the Service and Assessment Plan.

Section 9.02 Construction of Certain Terms. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

- (a) Words importing a gender include either gender.
- (b) Words importing the singular include the plural and vice versa.
- (c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.
- (d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.

(e) A reference to any Party includes, with respect to the Corporation, its Transferees, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.

(f) All references in this Agreement to designated “Articles,” “Sections,” and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to “Exhibits” are to the designated Exhibits to this Agreement.

(g) The words “herein,” “hereof,” “hereto,” “hereby,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.

(h) The words “including” and “includes,” and words of similar import, are deemed to be followed by the phrase “without limitation.”

(i) Unless the context otherwise requires, a reference to the “Assessed Parcels,” the “Public Improvements,” or the “District” is deemed to be followed by the phrase “or a portion thereof.”

(j) Every “request,” “order,” “demand,” “direction,” “application,” “appointment,” “notice,” “statement,” “certificate,” “consent,” “approval,” “waiver,” “identification,” or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such Party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting Party shall not apply in the interpretation of this Agreement.

Section 9.03 Titles and Headings. The titles of the Articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 9.04 Amendments. This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties. Approval of amendments on behalf of the City have been delegated to and may be made by the City Manager.

Section 9.05 Time. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 9.06 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 9.07 Entire Agreement. This Agreement contains the entire agreement of the Parties.

Section 9.08 Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.9 Third Party Beneficiary. Any Transferee of the Corporation is a third party beneficiary of this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if such Transferee was a party hereto.

Section 9.10 Exhibits. The following exhibits are attached to and incorporated into this Agreement for all purposes:

- | | | |
|-----------|---|---------------------------------|
| Exhibit A | — | Service and Assessment Plan |
| Exhibit B | — | Public Improvements |
| Exhibit C | — | Installment Payments |
| Exhibit D | — | Tax Certificate |
| Exhibit E | — | IRS 8038-G |
| Exhibit F | — | Continuing Disclosure Agreement |

[EXECUTION PAGES FOLLOW]

IN TESTIMONY OF WHICH this Agreement has been executed on behalf of the Corporation and the City.

CITY OF HUTTO, TEXAS

City Manager

ATTEST/SEAL:

City Secretary

**RIVER CREEK DEVELOPMENT
CORPORATION**

Chair, Board of Directors

ATTEST:

Secretary, Board of Directors

EXHIBIT A
SERVICE AND ASSESSMENT PLAN

4134-3436-7516.6

Exhibit A



Mustang Creek Public Improvement District

Service and Assessment Plan

August 27, 2019

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SECTION I – PLAN DESCRIPTION AND DEFINED TERMS

SECTION I

PLAN DESCRIPTION AND DEFINED TERMS

A. **Introduction**

On June 7th, 2018 (the “**Creation Date**”), the City Council of the City of Hutto (“the City Council”) approved a Resolution which authorized the creation of the Mustang Creek Public Improvement District (the “**PID**”) to purchase the Authorized Improvements Costs (as defined below) for the benefit of certain property in the PID, all of which is located within the City of Hutto, Texas (the “**City**”).

Chapter 372 of the Texas Local Government Code (as amended, the “**PID Act**”) governs the creation of public improvement districts within cities and counties within the State of Texas. This Service and Assessment Plan (the “**SAP**”) was prepared pursuant to the PID Act. The PID Act requires that a service plan “cover a period of at least five years and ... define the annual indebtedness and the projected costs for improvements.” It also requires the plan “be reviewed and updated annually for the purpose of determining the annual budget for improvements.” The service plan for the PID is described in more detail in **Section V** herein.

The Assessment Roll for the PID is attached hereto as **Appendix A**, and is addressed in **Section IV** of this SAP. The Special Assessments as shown on the Assessment Roll are based on the method for establishing and levying the Special Assessment described in **Sections IV** and **VI** of this SAP.

B. **Definitions**

Capitalized terms shall have the meanings ascribed to them as follows:

“**Administrative Expenses**” means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of (i) legal counsel, the Trustee, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Roll, (iii) computing, levying, collecting and transmitting the Special Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Special Assessments, (v) investing or depositing the Special Assessments or other monies, and (vi) administering the construction of the Authorized Improvements.

“**Administrator**” means an employee of the City or third party designee of the City who shall have the responsibilities provided for herein or in any other agreement approved by the City Council. The City has initially retained DPFG, Inc. to be the Administrator.

SECTION I – PLAN DESCRIPTION AND DEFINED TERMS

“Annual Installments” means, with respect to each Assessed Property, each annual payment of: (i) the Special Assessment (including the principal of and interest on), as shown on the Assessment Roll attached hereto as **Appendix A**, as applicable, or in an Annual Service Plan Update, and calculated as provided in **Section VI** of this SAP and (ii) Administrative Expenses.

“Annual Service Plan Update” has the meaning set forth in **Section V** of this SAP.

“Assessed Property” means property on which Special Assessments have been levied as shown on the Assessment Roll (as the same may be updated each year by the Annual Service Plan Update) and which includes any and all Parcels within the PID other than Non-Benefited Property.

“Assessment Order” means each order adopted by the City Council approving this SAP (or amendments or supplements to the SAP) and levying the Special Assessments.

“Assessment Roll” means, as applicable, the Assessment Roll included in this SAP as **Appendix A**, which may be updated, or modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

“Authorized Improvements” means those improvements authorized under Section 372.003 of the PID Act.

“Authorized Improvements Cost” means the actual costs of design, engineering, construction, acquisition, and inspection of the Authorized Improvements and all costs related in any manner to the Authorized Improvements including (i) the costs of creating the PID, (ii) the costs incurred for the design, planning, financing, administration/ management, acquisition, installation, construction and/or implementation of such Authorized Improvement, (iii) the costs incurred in preparing the construction plans for such Authorized Improvement, (iv) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (v) the project management costs, (vi) the costs incurred for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services related to the Authorized Improvement, (vii) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvement, (viii) the costs of all permitting, zoning and authorized approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses related to the Authorized Improvement, but excluding oversizing costs.

“Budgeted Cost” means with respect to any given Authorized Improvement, the estimated cost of such Authorized Improvement as set forth in **Section III** herein.

SECTION I – PLAN DESCRIPTION AND DEFINED TERMS

“City” means the City of Hutto, Texas.

“City Council” means the City Council of Hutto, Texas.

“City and Corporation Interlocal Agreement” means the interlocal agreement between the City and the LGC to administer the PID and providing for the installment purchase by the City from the LGC of the Authorized Improvements to be funded by the Special Assessment Revenues.

“County” means Williamson County, Texas.

“Delinquent Collection Costs” mean interest, penalties, and expenses incurred or imposed with respect to any delinquent installment of a Special Assessment, or an Annual Installment thereof, in accordance with the PID Act, including the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment thereof, and the costs related to foreclosing the lien against the Assessed Property, including attorney’s fees.

“Developer” means Hutto 1660, LP, their successors and assignees.

“LGC” means the local government corporation created by the City pursuant to Chapter 431, Texas Transportation Code, as amended, for the purpose of administering the PID and to provide for the installment purchase of the Authorized Improvements, among other purposes.

“Lot” means (i) for any portion of the Property for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (ii) for any portion of the Property for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multi-family, single family residential, etc.), as determined by the Administrator and confirmed by the City Council.

“Lot Type 1” means a Lot marketed by the Developer as 50’ lots.

“Mandatory Prepayment” has the meaning set forth in **Section VI.C** of this SAP.

“Non-Benefited Property” means Parcels within the boundaries of the PID that accrue no special benefit from the Authorized Improvements, including Owner Association Property, Public Property, and easements that create an exclusive use for a public utility provider. Property may be identified as Non-Benefited Property at the time the Special Assessments (i) are levied or (ii) are reallocated pursuant to a subdivision of a Parcel. Assessed Property converted to Non-Benefited Property, if the Special Assessments may not be reallocated pursuant to **Section VI.B**, remains subject to the Special Assessments and requires the Special Assessments to be prepaid as provided for in **Section VI.C**.

SECTION I – PLAN DESCRIPTION AND DEFINED TERMS

“Owner’s Association” means a homeowner’s association or property owner’s association.

“Owner’s Association Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, an Owner’s Association established for the benefit of a group of homeowners or property owners within the PID.

“Parcel” means a property identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the County.

“PID” means the Mustang Creek Public Improvement District created by the City pursuant to a Resolution approved June 7th, 2018.

“PID Act” means Chapter 372 of the Texas Local Government Code, as amended.

“Property” means the approximately 153.34 acres of property depicted and described by metes and bounds on Exhibit A to Resolution as adopted by the City June 7th, 2018.

“Public Property” means property, real property, right of way, and easements located within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the City, a county, a school district, a public utility provider, or any other political subdivision or public agency, whether in fee simple, through an exclusive use easement, plat, or a public utility easement.

“Service and Assessment Plan” or **“SAP”** or **“Assessment Plan”** means this Mustang Creek Public Improvement District Service and Assessment Plan (as such plan is amended and updated from time to time) adopted by the City in the first Assessment Order.

“Special Assessment” means the assessment(s) levied against a Parcel or Lot imposed pursuant to the Assessment Order and the provisions herein, as shown on the Assessment Roll, subject to reallocation upon the subdivision of such Parcel or Lot created by such subdivision or reduction according to the provisions hereof and the PID Act.

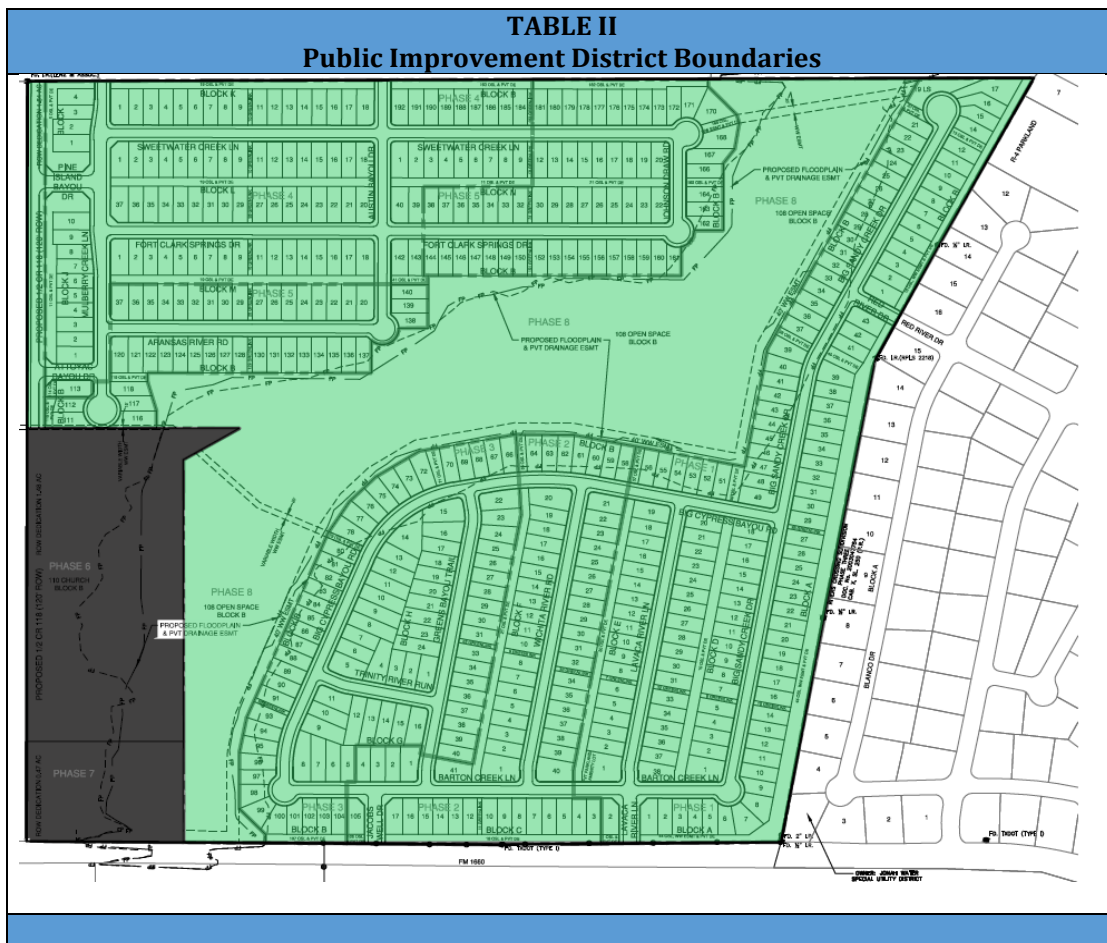
SECTION II –PROPERTY INCLUDED IN THE PID

Section II

PROPERTY INCLUDED IN THE PID

A. Property Included in the PID

The PID comprises the entire Property. The PID is located entirely within the City. It contains approximately 153.34 acres planned for residential development including the associated rights of way, landscaping, and infrastructure necessary to provide roadways and water and wastewater utilities to the Property. A map of the property within the PID is shown in **Table II**. Legal descriptions for the Property within the PID are included in **Appendix B**.



SECTION III –DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

Section III

DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act identifies the authorized improvements that the City may choose to purchase and finance with the establishment of a PID. The Authorized Improvements identified in the PID Act include:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian mall;
- (v) acquisition and installment of pieces of art;
- (vi) acquisition, construction or improvement of libraries;
- (vii) acquisition, construction or improvement of off-street parking facilities;
- (viii) acquisition, construction, improvement or rerouting of mass transportation facilities;
- (ix) acquisition, construction or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x)
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation and cultural enhancement;
- (xiv) the development, rehabilitation, or expansion of affordable housing; and,
- (xv) the payment of expenses incurred in the establishment, administration and operation of the district.

The City has determined that of the improvements authorized under the PID Act, it will purchase only those Authorized Improvements more particularly described in **Section III.B.** Any change to the list of Authorized Improvements will require the approval of the City.

SECTION III –DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

B. Descriptions and Estimated Costs of Improvements

The Authorized Improvements are described below and the costs of such improvements are shown in **Table III**. The Budgeted Cost of the Authorized Improvements is \$9,455,000. The Special Assessments will only be used to purchase Authorized Improvements that benefit the Assessed Property. The costs shown in **Table III** may be revised through Annual Service Plan Updates.

The Authorized Improvements Costs of the Authorized Improvements are to be funded from the Special Assessment reimbursements as described herein.

A description of the Authorized Improvements follows:

- **Site Work, Site Grading, and Drainage:** Extensive grading and site balancing along with in-line detention designs will be implemented to reclaim considerable amounts of land inside the development. Due to the soil conditions in the area, the residential pad sites will also be moisture conditioned to provide increased stabilization and improved compaction conditions for residence foundations. The site also contains over 6,500' linear feet of underground storm drain ranging from 18" to 48" in diameter. The combined drainage system allows the subdivision to maximize the land usage within the development and provide an oversized stormwater system to efficiently, effectively and safely remove the storm water from the subdivision all while maintaining the current storm water levels required as the water exits the site.
- **Neighborhood Streets:** 18,129 linear feet of residential local (30' width) and collector streets (44' width) utilizing a total of 23.18 acres will be created throughout the subdivision to provide improved access within the subdivision as well as to FM1660 and future CR118 roadways.
- **Wastewater:** A new wastewater lift station will be constructed on .27 acres in the southeastern corner of the property and will serve the entire subdivision. The system includes the associated dedicated land along with 7,000 linear feet of force mains, over 17,000 linear feet of gravity lines and new easement dedications for future expansions.
- **Erosion and Sedimentation Control:** The erosion and sediment improvements consist of silt barriers and other methods to best stabilize the improvements being constructed.
- **Engineering and Planning Costs:** Engineering fees and other expenses associated with the Authorized Improvements described above.

SECTION III –DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

- **Parks and Open Space:** A large open space (approximately 49 acres) of riparian zone natural area, meadows, and play field to be dedicated to the City to provide run and play areas and walkable access to future school, church and commercial developments on the north end of the subdivision. An additional .29-acre amenity center lot will be near the entry of the subdivision and enhanced with playground equipment for neighborhood use.

Table III Authorized Improvements	
Description	Costs
<i>Authorized Improvements</i>	
Site Work, Site Grading, and Drainage	\$ 1,389,227
Neighborhood Streets	1,614,035
Wastewater	1,931,906
Erosion and Sedimentation Control	33,251
Engineering and Planning Costs	1,904,268
Parks and Open Space	2,582,313
Total Authorized Improvements	\$ 9,455,000
Source: Developer	
Note: The figures shown in Table III and the Budgeted Costs for the Authorized Improvements may be revised in Annual Service Plan Updates, and may be reallocated between line items so long as the Authorized Improvements total does not change.	

SECTION IV- ASSESSMENT PLAN

Section IV

ASSESSMENT PLAN

A. Introduction

The PID Act requires the City Council to apportion the cost of the Authorized Improvements based on the special benefits conferred to each lot or parcel by the Authorized Improvements. The PID Act provides that the Special Assessments and the costs of the Authorized Improvements may be allocated: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the City Council may establish the methods of assessing the special benefits for various classes of improvements. **Table IV-A** details the estimated allocation of costs of the Authorized Improvements between the Assessed Property and Non-Benefited Property.

This section of this SAP is intended to describe the special benefit conferred to each Parcel within the PID as a result of the Authorized Improvements, to provide the basis and justification for the determination that this special benefit exceeds the amount of the Special Assessments, and to explain the methodologies by which the City Council allocates and reallocates the special benefit for Authorized Improvements to Parcels and Lots so that there is an equal share of the cost of the Authorized Improvements and Special Assessments being apportioned to Parcels and Lots similarly benefited. The determination by the City Council of the assessment methodology set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners of any Assessed Property.

B. Special Benefit

The Assessed Property must receive a direct and special benefit from the Authorized Improvements, which must be equal to or greater than the amount of the Special Assessments. The Authorized Improvements are provided for the benefit of the Assessed Property.

When the City Council approved this SAP, the Developer owned 100% of the Assessed Property. The Developer has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Special Assessments to pay for the Authorized Improvements Cost associated therewith. The Developer has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Order; (ii) the SAP and the Assessment Order, and (iii) the levying of Special Assessments on the Assessed Property.

SECTION IV- ASSESSMENT PLAN

The City Council determined that funding the Authorized Improvements Cost for the Authorized Improvements through the PID is beneficial to the City. Accordingly, these Authorized Improvements confer a special benefit to the Assessed Property, and such special benefit exceeds the amount of the Special Assessment levied on the Assessed Property. This conclusion is supported by the evidence, information, and testimony provided to the City.

C. Allocation of Authorized Improvements Costs

The Authorized Improvements will provide a special benefit only to the Assessed Property. The Budgeted Cost of the Authorized Improvements is, therefore, allocated entirely to Assessed Property, as shown in **Table IV-A**. The Budgeted Costs detailed in **Table IV-A** for the Authorized Improvements are subject to revision through the Annual Service Plan Updates, but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Allocation of Authorized Improvements to Assessed Property		
Authorized Improvements	Total Cost	% Allocation [a]
Site Work, Site Grading, and Drainage	\$ 1,389,227	100%
Neighborhood Streets	1,614,035	100%
Wastewater	1,931,906	100%
Erosion and Sedimentation Control	33,251	100%
Engineering and Planning Costs	1,904,268	100%
Parks and Open Space	2,582,313	100%
Total Authorized Improvements	\$ 9,455,000	100%
[a] 100% of the Budgeted Costs for the Authorized Improvements are being allocated to Assessed Property.		

D. Special Assessment Methodology

The City Council may assess all or a portion of the Budgeted Cost of the Authorized Improvements against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the amount of the Special Assessments. All or a portion of the Budgeted Cost of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of costs on Assessed Property similarly benefited.

SECTION IV- ASSESSMENT PLAN

For purpose of the Assessment Plan, the City Council has determined that the Budgeted Costs associated with the Authorized Improvements shall be allocated on the basis of estimated buildout value. The Budgeted Costs associated with the Authorized Improvements shall be allocated to the Assessed Property by spreading the entire Special Assessment across all benefitting Parcels and Lots within the PID based on the ratio of the estimated buildout value of such Parcel or Lot to the estimated buildout value for all Assessed Property within the PID. The results of this allocation methodology are presented in **Table IV-B**.

Based on the Budgeted Costs for the Authorized Improvements, the City Council has determined that the benefit to the Assessed Property from the Authorized Improvements is at least equal to the Special Assessments levied on the Assessed Property as subdivided into individual Parcels or Lots.

Table IV-B Special Assessment Allocation								
Lot Type	Units/ SF	% Allocation of Total Special Assessment	Buildout Value at Completion	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit	Average Annual Installment Per Unit	Equivalent Tax Rate (per \$100/AV)
1	505	100.00%	\$ 133,412,376	\$ 9,455,000	\$ 710,894	\$ 18,723	\$ 1,408	\$ 0.53
Total	505	100.00%	\$ 133,412,376	\$ 9,455,000	\$ 710,894	\$ 18,723	\$ 1,408	\$ 0.53
Note: Although the actual unit counts and buildout value may vary from the allocations shown above, the initial assessment allocation for each Unit will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, the City and Corporation Interlocal Agreement and any other documents associated with the creation of the PID. The above estimate assumes a 5.5975% interest rate, a 35 year term for the PID, and initial Administrative Expenses of \$35,000.								

E. Special Assessment and Annual Installments

The Special Assessments for the PID will be levied on each Parcel and Lot according to the Assessment Roll. The Annual Installments for the PID will be collected on the dates and in the amounts shown on the Assessment Roll, subject to any revisions made during an Annual Service Plan Update.

F. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Lot based on the amount of outstanding assessment remaining on the Lot. The Administrative Expenses shall be collected as part of and in the same manner as the Annual Installments in the amounts shown on the Assessment Roll shown on **Appendix A**, which are subject to revision through Annual Service Plan Updates.

SECTION V SERVICE PLAN

Section V

SERVICE PLAN

The PID Act requires the SAP (i) cover a period of at least five years, and (ii) define the annual projected costs for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 12 months for the Authorized Improvements to be constructed and purchased by the City.

The Budgeted Cost of the Authorized Improvements and payment of expenses incurred in the establishment, administration and operation of the PID is \$9,455,000 as shown in **Table V-A**. The SAP shall be reviewed and updated at least annually for purposes of determining the annual budget for Administrative Expenses, updating the Budgeted Costs of the Authorized Improvements, and updating the Assessment Roll shown on **Appendix A**. Any update to this SAP herein is referred to as an “**Annual Service Plan Update**.”

Table V-A summarizes the funds required to purchase the Authorized Improvements, and establish the PID. The funds shown in **Table V-A** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Budgeted Cost and/or Authorized Improvements Costs, if any.

Table V-A Sources and Uses of Funds	
Sources of Funds	
Special Assessment	\$ 9,455,000
Owner Contribution	0
	\$ 9,455,000
Uses of Funds	
Authorized Improvements (a)	\$ 9,455,000
(a) See Table III and Table IV-A for details.	

SECTION V SERVICE PLAN

The Annual Installments for the first five years after the approval of this SAP are presented in **Table V-B**. The Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-B Projected Annual Installments					
Year	Principal Payments	Interest Expense	Administrative Expenses	Annual PID Installments	
2020	\$ 50,000	\$ 569,978	\$ 35,000	\$ 654,978	
2021	100,000	577,220	35,700	712,920	
2022	105,000	571,122	36,414	712,536	
2023	110,000	564,720	37,142	711,862	
2024	115,000	558,013	37,885	710,898	
Total	\$ 480,000	\$ 2,841,053	\$ 182,141	\$ 3,503,194	
Note: The Projected Annual Installments are the expenditures associated with the formation of the PID, the costs of formation and repayment of the PID Special Assessments as well as the administration of the PID. The estimates are based on a 35 year term for the PID and as assumed interest rate of 5.5975%.					

SECTION VI TERMS OF THE SPECIAL ASSESSMENTS

Section VI

TERMS OF THE SPECIAL ASSESSMENTS

A. Amount of Special Assessments and Annual Installments for Parcels

The Special Assessments and Annual Installments for each Assessed Property are shown on the Assessment Roll in **Appendix A-1**. The Special Assessments and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected in an amount sufficient to cover the Administrative Expenses.

B. Reallocation of Special Assessments for Parcels

1. *Upon Division Prior to Recording of Subdivision Plat*

Upon the division of any Assessed Property (without the recording of a subdivision plat), the Administrator shall reallocate the Special Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C / D)$$

“A” means the Special Assessment for a Parcel or Lot created by a subdivision plat.

“B” means the Special Assessment for the subdivided Parcel or Lot prior to division.

“C” means the Special Assessment for the Lot Type applicable to a Parcel or Lot created by a subdivision plat determined by reference to **Table IV-B**.

“D” means the sum of the Special Assessments for all Assessed Property created by a subdivision plat based on the Lot Type applicable to each Parcel or Lot.

If the resulting Special Assessment for a Parcel or Lot created by a subdivision plat exceeds the Special Assessment for the Lot Type applicable to such Parcel or Lot as shown in **Table IV-B**, the excess amount shall be prepaid as a Mandatory Prepayment as provided under **Section VI.C** herein.

SECTION VI TERMS OF THE SPECIAL ASSESSMENTS

The increase or reallocation of a Special Assessment for an Assessed Parcel that is a homestead under Texas law may not exceed the Special Assessment prior to the increase or reallocation. Any increase or reallocation pursuant to this section shall be reflected in a Service and Assessment Plan Update approved by the City. The division herein shall be considered an administrative action that will not require the City to issue notice and hold a public hearing.

2. *Upon Subdivision by a Recorded Subdivision Plat*

Once a Lot has a Special Assessment applied to it pursuant to **Section VI.B.1** above, and then proceeds to be subdivided again, the Special Assessments for each affected Lot will be allocated in accordance with the formula set forth in **Section VI.B.1** above. If the resulting Special Assessments for a Lot so subdivided exceeds the Special Assessment for the Lot Type applicable to such Lot as set forth in **Table IV-B**, the excess amount shall be prepaid as a Mandatory Prepayment as provided under **Section VI.C** herein.

Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an Annual Service Plan Update approved by the City Council. The reallocation of any Special Assessment as described herein shall be considered an administrative action and will not require any notice or public hearing by the City.

3. *Upon Consolidation*

Upon the consolidation of two or more Assessed Properties, the Special Assessment for the consolidated Assessed Property shall be the sum of the Special Assessments for the Assessed Properties prior to consolidation. The reallocation of a Special Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an update to this SAP approved by the City. The consolidation of any Assessed Property as described herein shall be considered an administrative action and will not require any notice or public hearing by the City.

C. Mandatory Prepayment of Assessments

If (i) Assessed Property or a portion thereof is transferred to a party that is exempt from the payment of the Special Assessment under applicable law, (ii) an owner causes a Parcel or Lot or portion thereof to become Non-Benefited Property, or (iii) a prepayment of a portion of a Special Assessment that has been reallocated as a result of a subdivision plat is required pursuant to **Section VI.B** above, the owner of such Parcel or Lot or portion thereof shall pay to the City, as applicable, the portion of the Special Assessment to be prepaid or the full amount of the Special Assessment for such Parcel or Lot or portion thereof prior to any such transfer or act (a "Mandatory Prepayment").

SECTION VI TERMS OF THE SPECIAL ASSESSMENTS

D. Reduction of Special Assessments

1. If, after all Authorized Improvements to be funded have been purchased, the Authorized Improvements Cost is less than the Budgeted Cost used to calculate the Special Assessments, then the City will reduce the Special Assessment securing each Assessed Property pro rata such that the sum of the resulting reduced Special Assessments for all Assessed Properties equals the reduced Authorized Improvements Cost.

E. Payment of Special Assessments

1. Payment in Full and Partial Pre-Payment

- The Special Assessment for any Parcel may be paid in full at any time in accordance with the PID Act.
- If an Annual Installment has been billed prior to payment in full of a Special Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount upon payment.
- Upon payment in full of a Special Assessment, the City shall deposit the payment in accordance with the City and Corporation Interlocal Agreement; whereupon, the Special Assessment for the Lot shall be reduced to zero, and the Lot owner's obligation to pay the Special Assessment and Annual Installments thereof shall automatically terminate. The City shall provide the owner of the affected Assessed Property a recordable "**Notice of PID Assessment Termination.**"
- At the option of a Lot owner, the Special Assessment on any Lot may be paid in part in an amount equal to the amount of prepaid Special Assessments, with respect thereto. Upon the payment of such amount for a Lot, the City shall deposit the payment in accordance with the City and Corporation Interlocal Agreement, the Special Assessment for the Lot shall be reduced by the amount of such partial payment, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Lot shall be reduced to the extent the partial payment is made.

SECTION VI TERMS OF THE SPECIAL ASSESSMENTS

2. Payment of Annual Installments

- The PID Act provides that a Special Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the City to collect interest and collection costs on the outstanding Special Assessment. A Special Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown in the Assessment Roll, which includes interest on the outstanding Special Assessment and Administrative Expenses. Pursuant to Section 372.018 of the PID Act, an Assessment bears interest at the rate specified by the governing body of the municipality or City beginning at the time or times or on the occurrence of one or more events specified by the governing body. The City Council has determined that the Assessments shall be paid in Annual Installments over a thirty five (35) year period, as shown in the Assessment Roll, with an interest rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index approved by the City Council and reported in the month prior to the establishment of the Special Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City Council is the S&P Municipal BondHigh Yield Index for which the yield to maturity on August 15, 2019 was 4.81 percent (4.81%).
- The Annual Installments as listed on the Assessment Roll have been calculated assuming an interest rate of 5.5975%. The Annual Installments may not exceed the amounts shown on the Assessment Roll except pursuant to any amendment or update to this SAP.
- The Annual Installments shall be reduced to equal the actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

SECTION VI TERMS OF THE SPECIAL ASSESSMENTS

F. Collection of Annual Installments

The Administrator shall, no less frequently than annually, prepare and submit to the City for its approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Assessed Property. Administrative Expenses shall be allocated among Assessed Properties in proportion to the amount of the Annual Installments for the Assessed Property. Each Annual Installment shall be reduced by any credits applied. Annual Installments may be collected by the City (or such entity to whom the City directs) in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act. The City may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of Assessed Property for nonpayment of the delinquent Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of a Special Assessment, shall be assessed annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. Delinquent installments of the Special Assessments shall incur interest, penalties, Administrative Expenses, and attorney's fees in the same manner as delinquent ad valorem taxes. The initial Annual Installments will be due when billed, and will be delinquent if not paid prior to February 1, 2020.

G. Summary of City Responsibilities

The City's responsibility under the SAP shall be as follows:

1. The City shall have no responsibility for administration, assessment, collection or payment of any amounts except as specifically provided in the SAP.
2. The City's sole obligations are to:
 - Review and approve the Annual Service Plan Update including the Annual Installments due for the upcoming year;
 - Contract with the Williamson County Appraisal District or other third party to collect the Assessments;
 - Establish the assessment account ("Assessment Account") to receive the funds collected from Assessments;

SECTION VI TERMS OF THE SPECIAL ASSESSMENTS

- Pay Administrative Expenses as provided herein;
- Direct the Administrator to take all reasonable efforts to collect Assessments including foreclosure of any lien securing delinquent Assessments;
- Deposit Assessments received, including funds received from foreclosure sales, into the Assessment Account; and,
- Pay funds out of the Assessment Account as provided herein and in the City and Corporation Interlocal Agreement.

SECTION VII THE ASSESSMENT ROLL

Section VII

THE ASSESSMENT ROLL

A. Assessment Roll

The City has evaluated each Lot (based on numerous factors such as the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City) to determine the amount of Assessed Property within the PID.

The Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Authorized Improvements. **Table VII** summarizes the \$9,455,000 in special benefit received by the Assessed Property from the Authorized Improvements and the costs of the PID formation. The expected amount of the planned Special Assessment is \$9,455,000, which is less than the benefit received by the Assessed Property. Accordingly, the total Special Assessment to be applied to all the Assessed Property is \$9,455,000 plus annual Administrative Expenses. The Special Assessment for each Assessed Property is calculated based on the allocation methodologies described in **Section IV-D**. The Assessment Roll is attached hereto as **Appendix A**.

Table VII	
Special Benefit Summary	
Special Benefit Summary	Total Cost
Total Public Improvements (a)	\$ 9,455,000
Total Special Benefit	\$ 9,455,000
<i>Special Benefit</i>	
Total Special Benefit	\$ 9,455,000
Projected PID Special Assessment	\$ 9,455,000
Excess Benefit	\$ 0
(a) See Table III for details.	

B. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City for approval, updates to the Assessment Roll and the Annual Service Plan Update to reflect changes such as (i) the identification of each Parcel (ii) the Special Assessment for each Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Special Assessment is payable in installments); and (iv) payments of the Special Assessment, if any, as provided by **Section VI.E**. of this Service and Assessment Plan.

SECTION VIII MISCELLANEOUS PROVISIONS

Section VIII

MISCELLANEOUS PROVISIONS

A. Administrative Review

The City may elect to designate a third party to serve as Administrator of the PID. The City shall notify the Developer in writing upon appointing a third party Administrator.

To the extent consistent with the PID Act, if an owner of the Assessed Property claims that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, that owner must send a written notice describing the error to the Administrator no later than thirty (30) days after the date the invoice or other bill for the Annual Installment is received. If the owner fails to give such notice, such owners shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and, if necessary, meet with the Assessed Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Property owner, such change or modification shall be presented to the City Manager for approval, to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Property (except for the final year during which the Assessment shall be collected), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to City for determination. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

B. Termination of Assessments

Each Special Assessment shall terminate on the date the Special Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the Special Assessment, and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Assessed Property a recordable Notice of the PID Assessment Termination.

C. Amendments

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

SECTION VIII MISCELLANEOUS PROVISIONS

D. Administration and Interpretation of Provisions

The City shall administer (or cause the administration of) the PID, this SAP, and all Annual Service Plan Updates consistent with the PID Act.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this SAP, or the application of same to an Assessed Property or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part thereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this SAP is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this SAP and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

APPENDIX A

Appendix A
Assessment Roll

Appendix A Special Assessment by Property Owner					
Parcel	Tax Parcel ID	Acres	Owner	Special Assessment	Equivalent Tax Rate
A	R020381	147.92	Hutto 1660 LP	\$ 9,120,801	\$ 0.53
B	R325413	4.42	Hutto 1660 LP	\$ 272,539	\$ 0.53
C	R020382	1.00	Hutto 1660 LP	\$ 61,660	\$ 0.53
		153.34		\$ 9,455,000	\$ 0.53
Preliminary and subject to change					

APPENDIX A

Appendix A-1 **Annual Installments**

APPENDIX A

Appendix A-1 Annual Installments					
Year Ending (a)	PID Reimbursement			Administrative Expenses (b)	Annual Installment (c)
	Principal	Interest	Net Debt Service		
2020	\$ 50,000	\$ 569,978	\$ 619,978	\$ 35,000	\$ 654,978
2021	\$ 100,000	\$ 577,220	\$ 677,220	\$ 35,700	\$ 712,920
2022	\$ 105,000	\$ 571,122	\$ 676,122	\$ 36,414	\$ 712,536
2023	\$ 110,000	\$ 564,720	\$ 674,720	\$ 37,142	\$ 711,862
2024	\$ 115,000	\$ 558,013	\$ 673,013	\$ 37,885	\$ 710,898
2025	\$ 120,000	\$ 551,001	\$ 671,001	\$ 38,643	\$ 709,643
2026	\$ 130,000	\$ 543,684	\$ 673,684	\$ 39,416	\$ 713,099
2027	\$ 135,000	\$ 535,757	\$ 670,757	\$ 40,204	\$ 710,961
2028	\$ 140,000	\$ 527,525	\$ 667,525	\$ 41,008	\$ 708,533
2029	\$ 150,000	\$ 518,989	\$ 668,989	\$ 41,828	\$ 710,817
2030	\$ 160,000	\$ 509,843	\$ 669,843	\$ 42,665	\$ 712,507
2031	\$ 165,000	\$ 500,087	\$ 665,087	\$ 43,518	\$ 708,605
2032	\$ 175,000	\$ 490,026	\$ 665,026	\$ 44,388	\$ 709,414
2033	\$ 185,000	\$ 479,355	\$ 664,355	\$ 45,276	\$ 709,631
2034	\$ 195,000	\$ 468,075	\$ 663,075	\$ 46,182	\$ 709,256
2035	\$ 210,000	\$ 456,185	\$ 666,185	\$ 47,105	\$ 713,290
2036	\$ 220,000	\$ 443,380	\$ 663,380	\$ 48,047	\$ 711,427
2037	\$ 230,000	\$ 429,965	\$ 659,965	\$ 49,008	\$ 708,974
2038	\$ 245,000	\$ 415,941	\$ 660,941	\$ 49,989	\$ 710,930
2039	\$ 260,000	\$ 401,002	\$ 661,002	\$ 50,988	\$ 711,991
2040	\$ 275,000	\$ 385,149	\$ 660,149	\$ 52,008	\$ 712,157
2041	\$ 290,000	\$ 368,381	\$ 658,381	\$ 53,048	\$ 711,429
2042	\$ 305,000	\$ 350,698	\$ 655,698	\$ 54,109	\$ 709,807
2043	\$ 325,000	\$ 332,100	\$ 657,100	\$ 55,191	\$ 712,292
2044	\$ 340,000	\$ 312,284	\$ 652,284	\$ 56,295	\$ 708,579
2045	\$ 360,000	\$ 291,552	\$ 651,552	\$ 57,421	\$ 708,973
2046	\$ 380,000	\$ 269,601	\$ 649,601	\$ 58,570	\$ 708,171
2047	\$ 405,000	\$ 246,431	\$ 651,431	\$ 59,741	\$ 711,172
2048	\$ 430,000	\$ 221,736	\$ 651,736	\$ 60,936	\$ 712,671
2049	\$ 455,000	\$ 195,516	\$ 650,516	\$ 62,155	\$ 712,671
2050	\$ 480,000	\$ 167,773	\$ 647,773	\$ 63,398	\$ 711,170
2051	\$ 505,000	\$ 138,505	\$ 643,505	\$ 64,666	\$ 708,170
2052	\$ 535,000	\$ 107,712	\$ 642,712	\$ 65,959	\$ 708,671
2053	\$ 570,000	\$ 75,091	\$ 645,091	\$ 67,278	\$ 712,369
2054	\$ 600,000	\$ 40,335	\$ 640,335	\$ 68,624	\$ 708,959
Totals	\$ 9,455,000	\$ 13,614,727	\$ 23,069,727	\$ 1,749,807	\$ 24,819,533

(a) The dates represent the fiscal year ending 12/31/xx for the PID.

(b) Preliminary Estimate. The Administrative Expenses will be revised in Annual Service Plan Updates based on actual costs.

(c) Annual Installments are calculated assuming a 5.5975% interest rate for the 35 year term of the PID plus Administrative Expenses.

APPENDIX A

Appendix A-2 Annual Installments- Lot Type 1 per Lot					
Year Ending (a)	PID Reimbursement			Administrative Expenses (b)	Annual Installment (c)
	Principal	Interest	Net Debt Service		
2020	\$ 99	\$ 1,129	\$ 1,228	\$ 69	\$ 1,297
2021	\$ 198	\$ 1,143	\$ 1,341	\$ 71	\$ 1,412
2022	\$ 208	\$ 1,131	\$ 1,339	\$ 72	\$ 1,411
2023	\$ 218	\$ 1,118	\$ 1,336	\$ 74	\$ 1,410
2024	\$ 228	\$ 1,105	\$ 1,333	\$ 75	\$ 1,408
2025	\$ 238	\$ 1,091	\$ 1,329	\$ 77	\$ 1,405
2026	\$ 257	\$ 1,077	\$ 1,334	\$ 78	\$ 1,412
2027	\$ 267	\$ 1,061	\$ 1,328	\$ 80	\$ 1,408
2028	\$ 277	\$ 1,045	\$ 1,322	\$ 81	\$ 1,403
2029	\$ 297	\$ 1,028	\$ 1,325	\$ 83	\$ 1,408
2030	\$ 317	\$ 1,010	\$ 1,326	\$ 84	\$ 1,411
2031	\$ 327	\$ 990	\$ 1,317	\$ 86	\$ 1,403
2032	\$ 347	\$ 970	\$ 1,317	\$ 88	\$ 1,405
2033	\$ 366	\$ 949	\$ 1,316	\$ 90	\$ 1,405
2034	\$ 386	\$ 927	\$ 1,313	\$ 91	\$ 1,404
2035	\$ 416	\$ 903	\$ 1,319	\$ 93	\$ 1,412
2036	\$ 436	\$ 878	\$ 1,314	\$ 95	\$ 1,409
2037	\$ 455	\$ 851	\$ 1,307	\$ 97	\$ 1,404
2038	\$ 485	\$ 824	\$ 1,309	\$ 99	\$ 1,408
2039	\$ 515	\$ 794	\$ 1,309	\$ 101	\$ 1,410
2040	\$ 545	\$ 763	\$ 1,307	\$ 103	\$ 1,410
2041	\$ 574	\$ 729	\$ 1,304	\$ 105	\$ 1,409
2042	\$ 604	\$ 694	\$ 1,298	\$ 107	\$ 1,406
2043	\$ 644	\$ 658	\$ 1,301	\$ 109	\$ 1,410
2044	\$ 673	\$ 618	\$ 1,292	\$ 111	\$ 1,403
2045	\$ 713	\$ 577	\$ 1,290	\$ 114	\$ 1,404
2046	\$ 752	\$ 534	\$ 1,286	\$ 116	\$ 1,402
2047	\$ 802	\$ 488	\$ 1,290	\$ 118	\$ 1,408
2048	\$ 851	\$ 439	\$ 1,291	\$ 121	\$ 1,411
2049	\$ 901	\$ 387	\$ 1,288	\$ 123	\$ 1,411
2050	\$ 950	\$ 332	\$ 1,283	\$ 126	\$ 1,408
2051	\$ 1,000	\$ 274	\$ 1,274	\$ 128	\$ 1,402
2052	\$ 1,059	\$ 213	\$ 1,273	\$ 131	\$ 1,403
2053	\$ 1,129	\$ 149	\$ 1,277	\$ 133	\$ 1,411
2054	\$ 1,188	\$ 80	\$ 1,268	\$ 136	\$ 1,404
Totals	\$ 18,723	\$ 26,960	\$ 45,683	\$ 3,465	\$ 49,148

(a) The dates represent the fiscal year ending 12/31/xx for the PID.

(b) Preliminary Estimate. The Administrative Expenses will be revised in Annual Service Plan Updates based on actual costs.

(c) Annual Installments are calculated assuming a 5.5975% interest rate for the 35 year term of the PID plus Administrative Expenses.

APPENDIX B

Appendix B

Legal Description

FIELD NOTES

FOR

A 153.340 ACRE, OR 6,679,481 SQUARE FOOT, TRACT OF LAND BEING A PORTION OF A CALLED 169.99 ACRE TRACT RECORDED IN DOCUMENT NO. 2019000072 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, AND IN THE CCD CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693, AND ALSO IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, ALL IN WILLIAMSON COUNTY, TEXAS. SAID 153.340 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE;

BEGINNING at a ½" iron rod found on the northwest corner of a called 0.50 acre tract recorded in Document No. 2000040392 of the Official Public Records of Williamson County, Texas, same being a point in the east right-of-way line of F.M. 1660, an 80-foot right-of-way recorded in Volume 476, Page 593 of the Deed Records of Williamson County, Texas for the southeast corner and **POINT OF BEGINNING** hereof, from which a TXDOT Type I monument found bears, S 22°01'31" E, 688.30 feet;

THENCE with the east right-of-way line of said F.M. 1660, same being the west boundary line of said 169.99 acre tract the following two (2) courses and distances:

1. N 22°01'31" W, a distance of 935.01 feet to a TXDOT Type I monument found, and
2. N 21°04'51" W, a distance of 1071.21 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the west boundary line of said 169.99 acre tract, same being the east right-of-way line of said F.M. 1660 for the northwest corner hereof, from which a TXDOT Type I monument found bears N 21°04'51" W, 1001.02 feet;

THENCE, departing the east right-of-way line of said F. M. 1660, through the interior of said 169.99 acre tract, the following three (3) courses and distances:

1. N 68°33'50" E, a distance of 1312.44 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a north corner hereof,
2. S 51°25'33" E, a distance of 216.15 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a north corner hereof, and
3. N 21°26'10" E, a distance of 711.67 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the north boundary line of said 169.99 acre tract, same being a point in the south boundary line of a called 65.00 acre tract recorded in Document No. 2009044814 of the Official Public Records of Williamson County, Texas for a north corner hereof;

APPENDIX B

153.340 Acre
Job No. 51048-00
Page 2 of 2

THENCE N 68°33'50" E, with the south boundary line of said 65.00 acre tract, same being the north boundary line of said 169.99 acre tract, a distance of **1189.71 feet** to a an iron rod with cap marked "Lenz & Assoc." found on the southeast corner of said 65.00 acre tract, same being a point in the west boundary line of a called 27.36 acre tract recorded in Volume 866, Page 661 of the Deed Records of Williamson County, Texas for the northeast corner hereof, from which an iron rod with cap marked "Lenz and Assoc." found on the northeast corner of said 65.00 acre tract bears, N 21°41'22" W, 1087.75 feet;

THENCE S 21°41'22" E, with the east boundary line of said 169.99 acre tract, same being in part the west boundary line of said 27.36 acre tract, also being in part the west boundary line of a remnant portion of called 107 acre tract recorded in Volume 309, Page 269 of the Deed Records of Williamson County, Texas and being in part the west boundary line of a called 10.00 acre tract recorded in Document No. 2008053240 of the Official Public Records of Williamson County, Texas, a distance of **3375.35 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the north boundary line of Rivers Crossing Subdivision, Phase Three, a subdivision according to the plat recorded in Cabinet X, Slide 250 of the Plat Records of Williamson County, Texas for a southeast corner hereof, from which a ½" iron rod found on the northeast corner of said Rivers Crossing Subdivision, Phase Three bears, S 82°15'05" E, 522.64 feet;

THENCE with the north boundary line of said Rivers Crossing Subdivision, Phase Three, same being the south boundary line of said 169.99 acre tract the following four (4) courses and distances:

1. **N 82°15'05" W**, a distance of **656.59 feet** to a ½" iron rod found for a south corner hereof,
2. **N 83°17'18" W**, a distance of **456.80 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a south corner hereof,
3. **S 79°27'12" W**, a distance of **893.10 feet** to a ½" iron rod found for a south corner hereof, and
4. **S 78°54'12" W**, at a distance of **772.40 feet** passing through a 2" iron pipe found in the south boundary line of the aforementioned 169.99 acre tract, continuing with the south boundary line of said 169.99 acre tract, same being the north boundary line of said 0.50 acre tract for a total distance of **781.81 feet** to the **POINT OF BEGINNING**, and containing 153.340 acres in Williamson County, Texas. Said tract being described in accordance with a survey map prepared by Pape-Dawson Engineers, Inc. under Job No. 51048-00.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: February 18, 2019
JOB No.: 51048-00
DOC.ID.: H:\survey\CIVIL\51048-00 MUSTANG CREEK\Word\FN-51048-00_153.340Ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

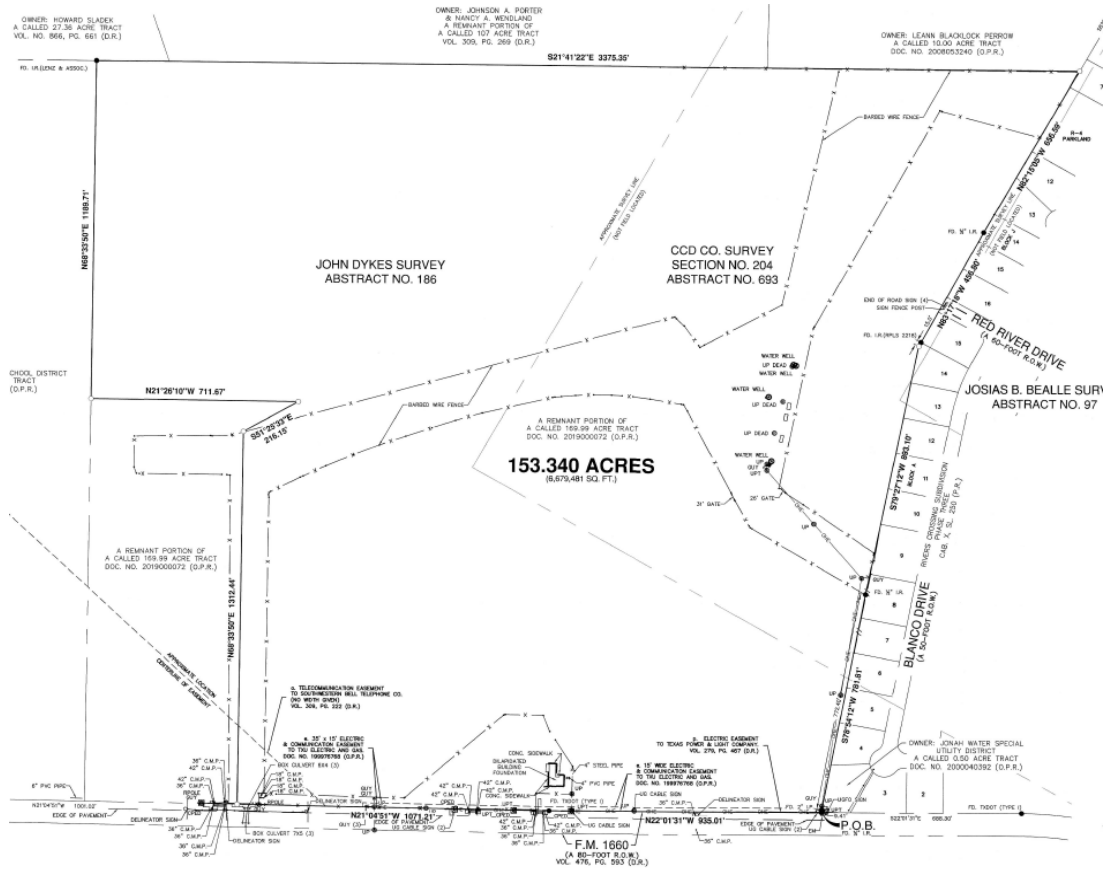


EXHIBIT B
PUBLIC IMPROVEMENTS

- **Site Work, Site Grading, and Drainage:** Extensive grading and site balancing along with in-line detention designs will be implemented to reclaim considerable amounts of land inside the development. Due to the soil conditions in the area, the residential pad sites will also be moisture conditioned to provide increased stabilization and improved compaction conditions for residence foundations. The site also contains over 6,500' linear feet of underground storm drain ranging from 18" to 48" in diameter. The combined drainage system allows the subdivision to maximize the land usage within the development and provide an oversized stormwater system to efficiently, effectively and safely remove the storm water from the subdivision all while maintaining the current storm water levels required as the water exits the site.
- **Neighborhood Streets:** 18,129 linear feet of residential local (30' width) and collector streets (44' width) utilizing a total of 23.18 acres will be created throughout the subdivision to provide improved access within the subdivision as well as to FM1660 and future CR118 roadways.
- **Wastewater:** A new wastewater lift station will be constructed on .27 acres in the southeastern corner of the property and will serve the entire subdivision. The system includes the associated dedicated land along with 7,000 linear feet of force mains, over 17,000 linear feet of gravity lines and new easement dedications for future expansions.
- **Erosion and Sedimentation Control:** The erosion and sediment improvements consist of silt barriers and other methods to best stabilize the improvements being constructed.
- **Engineering and Planning Costs:** Engineering fees and other expenses associated with the Authorized Improvements described above.
- **Parks and Open Space:** A large open space (approximately 49 acres) of riparian zone natural area, meadows, and play field to be dedicated to the City to provide run and play areas and walkable access to future school, church and commercial developments on the north end of the subdivision. An additional .29-acre amenity center lot will be near the entry of the subdivision and enhanced with playground equipment for neighborhood use.

Exhibit B

4134-3436-7516.6

EXHIBIT C

INSTALLMENT PAYMENTS

Installment Payment Date	Installment Principal	Installment Interest	Semi-Annual Total	Annual Total
3/15/2020	-	\$305,355.96	\$305,355.96	
9/15/2020	50,000.00	264,621.81	314,621.81	619,977.77
3/15/2021	-	313,997.44	313,997.44	
9/15/2021	100,000.00	263,222.44	363,222.44	677,219.88
3/15/2022	-	310,698.69	310,698.69	
9/15/2022	105,000.00	260,423.69	365,423.69	676,122.38
3/15/2023	-	307,235.00	307,235.00	
9/15/2023	110,000.00	257,485.00	367,485.00	674,720.00
3/15/2024	-	303,606.38	303,606.38	
9/15/2024	115,000.00	254,406.38	369,406.38	673,012.76
3/15/2025	-	299,812.81	299,812.81	
9/15/2025	120,000.00	251,187.81	371,187.81	671,000.62
3/15/2026	-	295,854.31	295,854.31	
9/15/2026	130,000.00	247,829.31	377,829.31	673,683.62
3/15/2027	-	291,565.94	291,565.94	
9/15/2027	135,000.00	244,190.94	379,190.94	670,756.88
3/15/2028	-	287,112.63	287,112.63	
9/15/2028	140,000.00	240,412.63	380,412.63	667,525.26
3/15/2029	-	282,494.38	282,494.38	
9/15/2029	150,000.00	236,494.38	386,494.38	668,988.76
3/15/2030	-	277,546.25	277,546.25	
9/15/2030	160,000.00	232,296.25	392,296.25	669,842.50
3/15/2031	-	272,268.25	272,268.25	
9/15/2031	165,000.00	227,818.25	392,818.25	665,086.50
3/15/2032	-	266,825.31	266,825.31	
9/15/2032	175,000.00	223,200.31	398,200.31	665,025.62
3/15/2033	-	261,052.50	261,052.50	
9/15/2033	185,000.00	218,302.50	403,302.50	664,355.00
3/15/2034	-	254,949.81	254,949.81	
9/15/2034	195,000.00	213,124.81	408,124.81	663,074.62
3/15/2035	-	248,517.25	248,517.25	
9/15/2035	210,000.00	207,667.25	417,667.25	666,184.50
3/15/2036	-	241,589.88	241,589.88	
9/15/2036	220,000.00	201,789.88	421,789.88	663,379.76
3/15/2037	-	234,332.63	234,332.63	

Exhibit C

4134-3436-7516.6

9/15/2037	230,000.00	195,632.63	425,632.63	659,965.26
3/15/2038	-	226,745.50	226,745.50	
9/15/2038	245,000.00	189,195.50	434,195.50	660,941.00
3/15/2039	-	218,663.56	218,663.56	
9/15/2039	260,000.00	182,338.56	442,338.56	661,002.12
3/15/2040	-	210,086.81	210,086.81	
9/15/2040	275,000.00	175,061.81	450,061.81	660,148.62
3/15/2041	-	201,015.25	201,015.25	
9/15/2041	290,000.00	167,365.25	457,365.25	658,380.50
3/15/2042	-	191,448.88	191,448.88	
9/15/2042	305,000.00	159,248.88	464,248.88	655,697.76
3/15/2043	-	181,387.69	181,387.69	
9/15/2043	325,000.00	150,712.69	475,712.69	657,100.38
3/15/2044	-	170,666.75	170,666.75	
9/15/2044	340,000.00	141,616.75	481,616.75	652,283.50
3/15/2045	-	159,451.00	159,451.00	
9/15/2045	360,000.00	132,101.00	492,101.00	651,552.00
3/15/2046	-	147,575.50	147,575.50	
9/15/2046	380,000.00	122,025.50	502,025.50	649,601.00
3/15/2047	-	135,040.25	135,040.25	
9/15/2047	405,000.00	111,390.25	516,390.25	651,430.50
3/15/2048	-	121,680.31	121,680.31	
9/15/2048	430,000.00	100,055.31	530,055.31	651,735.62
3/15/2049	-	107,495.69	107,495.69	
9/15/2049	455,000.00	88,020.69	543,020.69	650,516.38
3/15/2050	-	92,486.38	92,486.38	
9/15/2050	480,000.00	75,286.38	555,286.38	647,772.76
3/15/2051	-	76,652.38	76,652.38	
9/15/2051	505,000.00	61,852.38	566,852.38	643,504.76
3/15/2052	-	59,993.69	59,993.69	
9/15/2052	535,000.00	47,718.69	582,718.69	642,712.38
3/15/2053	-	42,345.38	42,345.38	
9/15/2053	570,000.00	32,745.38	602,745.38	645,090.76
3/15/2054	-	23,542.50	23,542.50	
9/15/2054	600,000.00	16,792.50	616,792.50	640,335.00
	\$9,455,000.00	\$13,614,726.73	\$23,069,726.73	\$23,069,726.73

Exhibit C

4134-3436-7516.6

EXHIBIT D

FORM OF TAX CERTIFICATE

This Tax Certificate is executed and delivered by the City of Hutto, Texas, a municipal corporation and a home-rule city in the State of Texas (the “City”) in connection with the execution and delivery of the Interlocal Agreement, dated as of _____, 2019 (the “Agreement”), entered into between the City and the River Creek Development Corporation, a governmental nonprofit corporation created by the City (the “Corporation”). Pursuant to the Agreement, the City is purchasing the Public Improvements pursuant to an installment sale. Simultaneously, the Corporation will enter into a Loan Agreement, dated as of _____, 2019 (the “Loan Agreement”) with Preston Hollow Capital, LLC to finance the construction of the Purchased Improvements (defined below). The representations of facts and circumstances and covenants of the City made herein are in furtherance of the covenants of the City set forth in Section 7.01(h) of the Agreement.

ARTICLE 1

IN GENERAL

1.1 **The Corporation.** The City created the Mustang Creek Public Improvement District (the “District”) pursuant to Chapter 372, Texas Local Government Code, as amended (the “PID Act”) and is authorized under the PID Act to levy and collect Assessments during the term of the Agreement in the manner and to the extent permitted or required by the PID Act and any applicable law to pay for Public Improvements within the District. The Corporation is authorized to enter into the Agreement pursuant to Chapter 372.023(a) and (d) of the PID Act.

1.2 **Delivery of the Agreement.** On the date hereof, the Corporation and the City have executed and delivered the Agreement.

1.3 **Purpose of Tax Certificate.** The City is delivering this Tax Certificate to Orrick, Herrington & Sutcliffe LLP, as bond counsel (“Bond Counsel”), with the understanding that Bond Counsel will rely in part upon this Tax Certificate in rendering its opinion that interest on the Installment Payments is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended. Bond Counsel has relied on this Tax Certificate in advising that the Agreement is a “tax-exempt bond” within the meaning of Section 148(b)(3)(A) in the Code the interest on which is excluded from gross income for federal income tax purposes and which is not subject to the federal alternative minimum tax.

1.4 **Purpose of Financing.** The Agreement is being executed and delivered to finance, construct and acquire certain Public Improvements (the “Purchased Improvements”), as further described in Exhibit B of the Agreement. See Exhibit B attached hereto for the detailed costs of the Purchased Improvements.

Exhibit C

4134-3436-7516.6

1.5 **Single Issue; Separate Issue.** No other governmental obligations which are expected to be paid out of substantially the same source of funds as in the Agreement have been or will be sold within the 31-day period beginning 15 days before the Sale Date of the Agreement pursuant to the same plan of financing as the Agreement.

1.6 **Definitions.** Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Agreement. Unless the context otherwise requires, the following capitalized terms have the following meanings:

“Bona Fide Debt Service Funds” means those funds and accounts identified in Section 3.4.3 of this Tax Certificate.

“Bond Year” means the twelve-month period beginning on _____ in each year and extending to the next succeeding _____, both dates inclusive, except that the first Bond Year shall begin on the Closing Date and end on _____, 2020 (or on an earlier date selected by the City in accordance with Treasury Regulations Section 1.148-1(b)).

“Closing Date” means the date of this Tax Certificate.

“Code” means the Internal Revenue Code of 1986 (including amendments thereto).

“Governmental Unit” means any state, or political subdivision of a state, but excludes the United States and its agencies or instrumentalities.

“Gross Proceeds” has the meaning used in Section 1.148-1(b) of the Treasury Regulations, and generally means all proceeds derived from or relating to the Agreement, including Installment Payments and other amounts expected to be used to pay the Installment Payments.

“Investment Proceeds” means earnings received from investing and reinvesting Installment Payments and from investing and reinvesting such earnings.

“Investment Property” means any security or obligation, any annuity contract, or any other investment type property, but does not include any Tax-Exempt Bond unless such obligation is a “specified private activity bond” within the meaning of Section 57(a)(5)(C) of the Code.

“Nongovernmental Person” means any person or entity other than a Governmental Unit.

“Nonpurpose Investment” means any Investment Property in which Gross Proceeds are invested.

“Opinion of Counsel” means a written opinion of nationally recognized bond counsel, delivered to the Trustee, to the effect that the exclusion from gross income for federal income tax purposes of interest on the Installment Payments will not be adversely affected.

“Rebate Requirement” means the amount of rebatable arbitrage computed as of the last day of any Bond Year pursuant to Section 1.148-3 of the Treasury Regulations.

“Tax-Exempt Bond” means any obligation the interest on which is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Code or Section 103 of the Internal Revenue Code of 1954, as amended (the “1954 Code”), and Title XIII of the Tax Reform Act of 1986, as amended, as well as stock in a regulated investment company to the extent at least 95 percent of income to the stockholder is treated as interest that is excludable from gross income under Section 103 of the Code.

“Yield” means that discount rate described in Section 4.1 of this Tax Certificate.

ARTICLE 2

GENERAL TAX LIMITATIONS

2.1 Governmental Bond Status.

2.1.1 **No Private Loan.** Absent an Opinion of Counsel, the City will not loan more than 5% of the Gross Proceeds to one or more Nongovernmental Persons except for deemed loans to property owners within the District, resulting from the imposition of the Assessments where such loans enable the City to finance a specific essential governmental function, such as the Purchased Improvements, and such loans are paid with the proceeds of a governmental assessment of general application, such as the Assessments.

2.1.2 **Compliance with Certain Federal Tax Rules Relating to Assessment Districts.** The City certifies that the Assessments which are being levied in connection with the Agreement are an enforced obligation that are being imposed and collected for the purpose of raising revenue to pay for the capital costs of the Public Improvements that comprise the Purchased Improvements. The Assessments are being imposed and collected pursuant to a state law of general application that is applicable equally to natural persons not acting in a trade or business and to persons acting in a trade or business. Owners of both business and nonbusiness property benefiting from Purchased Improvements are eligible (or required) to make deferred payments of the Assessments, through the payment of an allocable portion of debt service on the Agreement, on an equal basis, and such deferred payments of the Assessments are payable pursuant to the same terms for all persons subject to the Assessments.

2.1.3 **No Private Activity Bonds.** Absent an Opinion of Counsel, the City will not allow more than 10% of the Gross Proceeds or of the Purchased Improvements to be used directly or indirectly by any Nongovernmental Person in any trade or business, other than as a member of the general public. For purposes of the preceding sentence, “10%” is reduced to “5%” for nongovernmental use of any facilities financed from proceeds of the Agreement which are disproportionate to or not related to the governmental purposes of the Agreement. Absent an Opinion of Counsel, for purposes of this Section 2.1.3, the term “use” means any activity or activities which constitute a trade or business or group of trades or businesses, including any unrelated trade or business of a Nongovernmental Person. The term “use” shall include any

contract for the management or operation of any portion of the Purchased Improvements unless such contract meets the requirements of Revenue Procedure 2017-13.

2.2 Change in Use. The City reasonably expects to own and use the Public Improvements that are financed by the Agreement as set forth in Section 2.1 of this Tax Certificate for the entire stated term of the Agreement. Absent an Opinion of Counsel, the City in fact will not sell or otherwise transfer ownership of the Public Improvements or fail to use the Public Improvements financed by the Agreement as set forth in Section 2.1 of this Tax Certificate.

2.3 Registered Form. The Agreement is being issued to the Corporation and it is not transferable.

2.4 Federal Guarantee. The City will not directly or indirectly use or permit the use of the Purchased Improvements or any other funds of the City or any related party or take or omit to take any action that would cause the Agreement to be an obligation that is “federally guaranteed” within the meaning of Section 149(b) of the Code. In furtherance of this covenant, the City will not allow the payment of the Installment Payments to be guaranteed (directly or indirectly) in whole or in part by the United States or any agency or instrumentality thereof.

2.5 Information Reporting. The City will cause a properly completed and executed IRS Form 8038-G to be filed with respect to the Agreement no later than November 15, 2019.

2.6 Retention of Records. The City covenants to maintain all records relating to the requirements of the Code and the representations, certifications and covenants set forth in this Tax Certificate until the date three years after the termination of the Agreement, which may be extended or modified from time to time. The records that must be retained include, but are not limited to:

(a) Basic records and documents relating to the Purchased Improvements (including the Agreement, this Tax Certificate and the opinions of Bond Counsel relating to the Agreement);

(b) Documentation evidencing acquisition of the Purchased Improvements;

(c) Documentation evidencing the use of the Purchased Improvements by public and private sources (i.e., copies of management contracts, research agreements, leases, etc.);

(d) Documentation evidencing all sources of payment or security for the Installment Payments; and

2.7 Allocation of Proceeds. For purposes of governmental use, the City will allocate amounts that are not proceeds of a tax-exempt borrowing to portions of the Purchased Improvements expected to have private business use (if any) using a reasonable and consistently applied accounting method, including allocating such amounts to discrete portions of the

Purchased Improvements (for example, based on actual costs, total space, or fair market value), or on the basis of an undivided portion allocation, or other reasonable method.

ARTICLE 3

ARBITRAGE GENERAL

3.1 **Reasonable Expectations.** This Article 3 states the City's reasonable expectations with respect to the Agreement and the Installment Payments and certain other moneys.

3.2 **Funds and Accounts.** Pursuant to the Agreement, the City will cause the Assessment Fund to be established and maintained with respect to the Installment Payments.

The City does not expect that either it or any other person benefiting from the execution and delivery of the Agreement will use any moneys in any fund or account, other than the Bona Fide Debt Service Funds, to pay principal of or interest on the Installment Payments; nor is any other fund or account, however established, so pledged as security for the Installment Payments that there is a reasonable assurance that amounts held in such other fund or account will be available if needed to pay debt service on the Agreement.

3.3 Debt Service Funds.

3.3.1 **Payment of the Installment Payments.** The Installment Payments are special obligations of the City payable from Assessment Revenues, which are revenues received and collected by the City from the collection of Annual Installments of Assessments (excluding Delinquent Collection Costs and Administrative Expenses).

3.3.2 **Revenues.** All Assessment Revenues are to be collected and deposited to the Assessment Fund and applied as provided in the Agreement. Installment Payments are expected to be derived from Assessments levied pursuant to the Service and Assessment Plan during the term of this Agreement. Current Assessment Revenues are expected to equal or exceed the Installment Payments during each payment period. Therefore, all amounts transferred to and from the Assessment Fund in respect of the Installment Payments are expected to be derived from current revenues.

3.3.3 **Match Between Revenues and Debt Service.** The Assessment Fund (and the accounts therein) (the "Bona Fide Debt Service Funds") will be used primarily to achieve a proper matching of revenues and debt service within each Bond Year. Such funds in the aggregate will be depleted at least once a year except for a carryover amount not to exceed the greater of the earnings on such funds for the immediately preceding Bond Year or 1/12th of the principal and interest payments on the Agreement for the immediately preceding Bond Year. Amounts contributed to such funds will be spent within thirteen months after the date of such contribution, and any amounts received from the investment or reinvestment of monies held in such funds will be expended within one year after the date of accumulation thereof in any such

fund. To the extent the provisions of this Section 3.4.3 are satisfied, amounts in the Bona Fide Debt Service Funds will be invested without regard to yield.

3.4 **No Other Replacement Proceeds.** None of the Installment Payments, which will be used to finance the Purchased Improvements being acquired pursuant to the Agreement, will be used directly or indirectly to replace funds of the City or any related person, which funds are or will be used directly or indirectly to acquire Investment Property reasonably expected to produce a yield that is materially higher than the yield on the Installment Payments. The weighted average maturity of the Installment Payments will not exceed 120% of the expected weighted average economic useful life of the Purchased Improvements.

3.5 **No Abusive Arbitrage Device.** The Agreement is not and will not be part of a transaction or series of transactions that (a) enables the City or any related person to exploit the difference between tax exempt and taxable interest rates to gain a material financial advantage and (b) overburdens the market for tax exempt obligations in any manner, including, without limitation, by selling bonds that would not otherwise be sold, or selling more bonds, or issuing bonds sooner, or allowing bonds to remain outstanding longer, than otherwise would be necessary.

3.6 **No Expected Sale.** It is not expected that the Purchased Improvements or any part thereof financed in whole or in part by the Agreement will be sold, transferred, or otherwise disposed of before September 15, _____, the last scheduled Installment Payment date.

ARTICLE 4

ARBITRAGE – YIELD AND YIELD RESTRICTION

4.1 **Yield.** Yield on the Installment Payments has not been computed at this time. If yield is required at a future time, the City will consult with Bond Counsel.

ARTICLE 5

REBATE

5.1 **Undertakings.** Pursuant to the Agreement, the City has covenanted to comply with certain requirements of the Code. The City acknowledges that the United States Department of the Treasury has issued regulations with respect to certain of these undertakings, including the proper method for computing whether any rebate amount is due the federal government under Section 148(f) of the Code. (Treasury Regulations Sections 1.148-1 through 1.148-11, 1.150-1 and 1.150-2.) The City further acknowledges that the United States Department of the Treasury may yet issue additional regulations with respect to certain other of these undertakings. The City covenants that it will undertake to determine what is required with respect to the rebate provisions contained in Section 148(f) of the Code and said regulations from time to time and will comply with any requirements that may apply to the Agreement.

5.2 **Recordkeeping.** The City shall maintain or cause to be maintained detailed records with respect to each Nonpurpose Investment attributable to Gross Proceeds, including: (a)

purchase date; (b) purchase price; (c) information establishing fair market value on the date such investment became a Nonpurpose Investment; (d) any accrued interest paid; (e) face amount; (f) coupon rate; (g) periodicity of interest payments; (h) disposition price; (i) any accrued interest received; and (j) disposition date. Such detailed recordkeeping is required to facilitate the calculation of the Rebate Requirement.

5.3 Rebate Requirement Calculation and Payment. In the event the City is required to prepare or cause to be prepared a calculation of Rebate Requirement, the City will consult with Bond Counsel.

5.4 Filing Requirements. The City will file or cause to be filed such reports or other documents with the Internal Revenue Service as are required by the Code.

5.5 Retention of Firm. The City has decided to undertake its rebate obligations as follows:

_____ The City initially has retained the firm of Bond Logistix LLC to perform rebate calculations that may be required to be made from time to time with respect to the Agreement.

_____ The City initially has retained the firm of _____ to perform rebate calculations that may be required to be made from time to time with respect to the Agreement.

_____ The _____ of the City has undertaken full responsibility for performing rebate calculations that may be required to be made from time to time with respect to the Agreement.

 X The City has decided not, at this time, to designate a party responsible for performing rebate calculations that may be required to be made from time to time with respect to the Agreement and as a result undertakes and assumes full responsibility for rebate compliance and acknowledges that neither bond counsel nor the Trustee has any such responsibility (unless later engaged in writing for such purpose).

_____ The City has determined that under no circumstances will it earn any arbitrage subject to rebate with respect to the Agreement.

ARTICLE 6

OTHER MATTERS

6.1 Expectations. The undersigned is an authorized representative of the City acting for and on behalf of the City in executing this Tax Certificate. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances that would materially change the expectations as set forth herein, and said expectations are reasonable.

6.2 **Amendments.** Notwithstanding any other provision of this Tax Certificate, the City may amend this Tax Certificate and thereby alter any actions allowed or required by this Tax Certificate if such amendment is signed by an authorized officer and is supported by an opinion of counsel to the effect that such action (or inaction) will not adversely affect the exclusion of interest on the Installment Payments from gross income for purposes of federal income taxation.

6.3 **Post-Issuance Compliance Procedures.** The City hereby covenants to comply with certain requirements of the Code relating to the Rebate Requirement as discussed in Article 5 herein, and relating to private use of the Purchased Improvements. The City intends to comply with these requirements, including, if necessary, the retention of a qualified rebate analyst or other experts. The City previously adopted Tax Compliance procedures which are attached hereto as Exhibit A and hereby affirms the applicability of these procedures to the Agreement.

6.4 **Survival of Defeasance.** Notwithstanding any provision in this Tax Certificate or the Agreement to the contrary, the obligation to remit the Rebate Requirement, if any, to the United States Department of the Treasury and to comply with all other requirements contained in this Tax Certificate shall survive defeasance of the Agreement.

Dated: _____

CITY OF HUTTO, TEXAS

By: _____

Odis Jones

City Manager

EXHIBIT A TO TAX CERTIFICATE
POST-ISSUANCE COMPLIANCE PROCEDURES

January 30, 2019

The purpose of these Post-Issuance Tax Compliance Procedures is to establish policies and procedures in connection with tax-exempt obligations (“Obligations”) issued by City of Hutto, Texas (the “City”) so as to ensure that the City complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Obligations.

GENERAL

Ultimate responsibility for all matters relating to the City’s financings and re-financings rests with the City’s Responsible Officer.

POST-ISSUANCE COMPLIANCE REQUIREMENTS

External Advisors / Documentation

The Responsible Officer and other appropriate City personnel shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Obligation issuance process to identify requirements and to establish procedures necessary or appropriate so that the Obligations will continue to qualify for the appropriate tax status. Those requirements and procedures shall be documented in City resolution(s), Tax Certificate(s) and / or other documents finalized at or before issuance of the Obligations. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Obligations.

The Responsible Officer and other appropriate City personnel also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Obligations to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Obligation-financed assets and future contracts with respect to the use of output or throughput of Obligation-financed assets.

Whenever necessary or appropriate, the City shall engage expert advisors (each a “Rebate Service Provider”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Obligation proceeds.

Role of the City as Borrower

A-1

4134-3436-7516.6

Unless otherwise provided by City resolutions, unexpended Obligation proceeds shall be held by the City, and the investment of Obligation proceeds shall be managed by the Responsible Officer or his or her appointee. The Responsible Officer or appointee shall maintain records and shall prepare regular, periodic statements to the City regarding the investments and transactions involving Obligation proceeds.

If a City resolution provides for Obligation proceeds to be administered by a trustee, the trustee shall provide regular, periodic (monthly) statements regarding the investments and transactions involving Obligation proceeds.

Arbitrage Rebate and Yield

Unless a Tax Certificate documents that bond counsel has advised that arbitrage rebate will not be applicable to an issue of Obligations:

- the City shall engage the services of a Rebate Service Provider, and the City or the Bond trustee shall deliver periodic statements concerning the investment of Obligation proceeds to the Rebate Service Provider on a prompt basis;
- upon request, the Responsible Officer and other appropriate City personnel shall provide to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;
- the Responsible Officer and other appropriate City personnel shall monitor efforts of the Rebate Service Provider and assure payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Obligations, and no later than 60 days after the last Obligation of each issue is redeemed; and
- during the construction period of each capital project financed in whole or in part by Obligations, the Responsible Officer and other appropriate City personnel shall monitor the investment and expenditure of Obligation proceeds and shall consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Obligations.

The City shall retain copies of all arbitrage reports and trustee statements as described below under “Record Keeping Requirements”.

Use of Obligation Proceeds

The Responsible Officer and other appropriate City personnel shall:

- monitor the use of Obligation proceeds, the use of Obligation-financed assets (e.g., facilities, furnishings or equipment) and the use of output or throughput of Obligation-financed assets throughout the term of the Obligations (and in some cases beyond the term of the Obligations) to ensure compliance with covenants and restrictions set forth in applicable City resolutions and Tax Certificates;
- maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of Obligations;
- consult with Bond Counsel and other professional expert advisers in the review of any contracts or arrangements involving use of Obligation-financed facilities to ensure compliance with all covenants and restrictions set forth in applicable City resolutions and Tax Certificates;
- maintain records for any contracts or arrangements involving the use of Obligation-financed facilities as might be necessary or appropriate to document compliance with all covenants and restrictions set forth in applicable City resolutions and Tax Certificates;
- meet at least annually with personnel responsible for Obligation-financed assets to identify and discuss any existing or planned use of Obligation-financed assets or output or throughput of Obligation-financed assets, to ensure that those uses are consistent with all covenants and restrictions set forth in applicable City resolutions and Tax Certificates.

All relevant records and contracts shall be maintained as described below.

RECORD KEEPING REQUIREMENTS

Unless otherwise specified in applicable City resolutions or Tax Certificates, the City shall maintain the following documents for the term of each issue of Obligations (including refunding Obligations, if any) plus at least three years:

- a copy of the Obligation closing transcript(s) and other relevant documentation delivered to the City at or in connection with closing of the issue of Obligations;

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- a copy of all material documents relating to capital expenditures financed or refinanced by Obligation proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Obligation proceeds and records identifying the assets or portion of assets that are financed or refinanced with Obligation proceeds;
- a copy of all contracts and arrangements involving private use of Obligation-financed assets or for the private use of output or throughput of Obligation-financed assets; and
- copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements.

EXHIBIT B TO TAX CERTIFICATE

COST OF PURCHASED IMPROVEMENTS

Table III Authorized Improvements	
Description	Costs
<i>Authorized Improvements</i>	
Site Work, Site Grading, and Drainage	\$ 1,459,508
Neighborhood Streets	1,092,477
Wastewater	1,835,932
Erosion and Sedimentation Control	32,223
Engineering and Planning Costs	2,071,190
Parks and Open Space	2,808,670
Total Authorized Improvements	\$ 9,300,000
Source: Developer	
Note: The figures shown in Table III and the Budgeted Costs for the Authorized Improvements may be revised in Annual Service Plan Updates, and may be reallocated between line items so long as the Authorized Improvements total does not change.	

Source: Mustang Creek Public Improvement District Preliminary Service and Assessment Plan, dated July 18, 2019

EXHIBIT E
FORM OF IRS FORM 8038-G

Form **8038-G**

(Rev. September 2018)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here ☐				
1 Issuer's name City of Hutto, Texas		2 Issuer's employer identification number (EIN) 74-1472192				
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a				
4 Number and street (or P.O. box if mail is not delivered to street address) 500 West Live Oak Street	Room/suite	5 Report number (For IRS Use Only) 3				
6 City, town, or post office, state, and ZIP code Hutto, Texas 78634		7 Date of issue 10/08/2019				
8 Name of issue Interlocal Agreement		9 CUSIP number None				
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Odus Jones, City Manager		10b Telephone number of officer or other employee shown on 10a 512-759-4030				
Part II Type of Issue (enter the issue price). See the instructions and attach schedule.						
11 Education		11				
12 Health and hospital		12				
13 Transportation		13				
14 Public safety		14				
15 Environment (including sewage bonds)		15				
16 Housing		16				
17 Utilities		17				
18 Other. Describe ► Various capital improvements		18	9,455,000 00			
19a If bonds are TANs or RANs, check only box 19a ☐						
b If bonds are BANs, check only box 19b ☐						
20 If bonds are in the form of a lease or installment sale, check box ☐						
Part III Description of Bonds. Complete for the entire issue for which this form is being filed.						
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield	
21	09/15/2054	\$ 9,455,000.00	\$ 9,455,000.00	23.3862 years	5.7968 %	
Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)						
22	Proceeds used for accrued interest				22	0 00
23	Issue price of entire issue (enter amount from line 21, column (b))				23	9,455,000 00
24	Proceeds used for bond issuance costs (including underwriters' discount)				24	0 00
25	Proceeds used for credit enhancement				25	0 00
26	Proceeds allocated to reasonably required reserve or replacement fund				26	0 00
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V				27	0 00
28	Proceeds used to refund prior taxable bonds. Complete Part V				28	0 00
29	Total (add lines 24 through 28)				29	0 00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)				30	9,455,000 00
Part V Description of Refunded Bonds. Complete this part only for refunding bonds.						
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded					years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded					years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)					
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)					

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		☐
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		☐
41a	If the issuer has identified a hedge, check here ► ☐ and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box		☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		☒
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		☒
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative	Date	Odis Jones, City Manager Type or print name and title
---	------	--

Paid Preparer Use Only

Print/Type preparer's name Larry D. Sobel	Preparer's signature	Date	Check ☐ if self-employed	PTIN P01077592
Firm's name ► Orrick, Herrington & Sutcliffe LLP			Firm's EIN ► 94-2952627	
Firm's address ► 609 Main Street, 40th Floor, Houston, Texas 77002			Phone no. (213) 612-2421	

Form **8038-G**

(Rev. September 2018)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here ☐		
1 Issuer's name City of Hutto, Texas		2 Issuer's employer identification number (EIN) 74-1472192 • •		
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a		
4 Number and street (or P.O. box if mail is not delivered to street address) 500 West Live Oak Street	Room/suite	5 Report number (For IRS Use Only) 3		
6 City, town, or post office, state, and ZIP code Hutto, Texas 78634		7 Date of issue 10/08/2019		
8 Name of issue Interlocal Agreement		9 CUSIP number None		
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Odis Jones, City Manager		10b Telephone number of officer or other employee shown on 10a 512-759-4030		
Part II Type of Issue (enter the issue price). See the instructions and attach schedule.				
11 Education		11		
12 Health and hospital		12		
13 Transportation		13		
14 Public safety		14		
15 Environment (including sewage bonds)		15		
16 Housing		16		
17 Utilities		17		
18 Other. Describe ► Various capital improvements		18	9,455,000 00	
19a If bonds are TANs or RANs, check only box 19a		☐		
b If bonds are BANs, check only box 19b		☐		
20 If bonds are in the form of a lease or installment sale, check box		☐		
Part III Description of Bonds. Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 09/15/2054	\$ 9,455,000.00	\$ 9,455,000.00	23.3862 years	5.7968 %
Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22 Proceeds used for accrued interest	22	0	00	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	9,455,000	00	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	0	00	
25 Proceeds used for credit enhancement	25	0	00	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	0	00	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	0	00	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	0	00	
29 Total (add lines 24 through 28)	29	0	00	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	9,455,000	00	
Part V Description of Refunded Bonds. Complete this part only for refunding bonds.				
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years			
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years			
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)				
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)				

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a		
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____			
c	Enter the name of the GIC provider ► _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:			
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____			
c	Enter the EIN of the issuer of the master pool bond ► _____			
d	Enter the name of the issuer of the master pool bond ► _____			
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			☐
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			☐
41a	If the issuer has identified a hedge, check here ► ☐ and enter the following information:			
b	Name of hedge provider ► _____			
c	Type of hedge ► _____			
d	Term of hedge ► _____			
42	If the issuer has superintegrated the hedge, check box			☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			☒
44	If the issuer has established written procedures to monitor the requirements of section 148, check box			☒
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____			
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____			

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____
 Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name Larry D. Sobel	Preparer's signature _____	Date _____	Check ☐ if self-employed	PTIN P01077592
Firm's name ► Orrick, Herrington & Sutcliffe LLP			Firm's EIN ► 94-2952627	
Firm's address ► 609 Main Street, 40th Floor, Houston, Texas 77002			Phone no. (213) 612-2421	

EXHIBIT F
FORM OF CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

(MUSTANG CREEK PUBLIC IMPROVEMENT DISTRICT PROJECT)

This Continuing Disclosure Agreement dated as of September 5, 2019 (this “Disclosure Agreement”) is executed and delivered by and among the City of Hutto, Texas (the “City”), River Creek Development Corporation (the “Corporation”), Development Planning & Financing Group, Inc. (the “Administrator”) and UMB Bank, N.A. (the “Dissemination Agent”) and Preston Hollow Capital, LLC, as Lender (the “Lender”), and UMB Bank, N.A., as Dissemination Agent (the “Dissemination Agent”) and delivered with respect to the Loan (as defined herein). The Parties agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered for the benefit of the Lender and any subsequent Holder.

SECTION 2. Definitions. In addition to the definitions set forth above and in the Loan Agreement dated as of September 5, 2019, relating to the Loan (the “Loan Agreement”), which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrative Expenses” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Administrator” shall mean the employee or designee of the City, identified in the District’s Service and Assessment Plan, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

“Annual Financial Information” shall mean annual financial information as such term is specified in Section 4(a) of this Disclosure Agreement.

“Annual Installment(s)” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Annual City Report” shall mean any Annual City Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City.

“Construction Contract” shall mean the Construction Contract between the Corporation and the Developer dated as of September 5, 2019.

“Developer” shall mean Hutto1660, LP, an Texas limited partnership, and its successors and assigns.

“Disclosure Agreement of the Developer” shall mean the Continuing Disclosure Agreement of the Developer dated as of September 5, 2019 executed and delivered in connection with the Loan.

“Disclosure Representative” shall mean the City Manager of the City or his or her designee, or such other officer or employee as the City, may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean UMB Bank, N.A. or any successor Dissemination Agent designated in writing by the City and which has filed with the Fiscal Agent a written acceptance of such designation.

“District” shall mean the Mustang Creek Public Improvement District.

“Fiscal Agent” shall mean UMB Bank, N.A. or any successor Fiscal Agent serving in such capacity pursuant to the Fiscal Agent Agreement.

“Fiscal Agent Agreement” shall mean the Fiscal Agent Agreement, dated September 5, 2019, by and among the Corporation, the Lender and the Fiscal Agent.

“Fiscal Year” shall mean the fiscal year of the City, which is the period from October 1 through September 30.

“Interlocal Agreement” shall have the meaning assigned to such term in the Loan Agreement.

“Holder” shall mean the holder of the Note.

“Lender” shall mean Preston Hollow Capital, LLC and its successors and assigns.

“Note” shall have the meaning given to it in the Loan Agreement.

“Service and Assessment Plan” means the Service and Assessment Plan adopted for the District, as amended or updated from time to time, including any annual updates thereto.

“Special Assessments” shall have the meaning assigned to such term in the Service and Assessment Plan.

SECTION 3. Provision of Annual City Reports.

(a) The Corporation, as Borrower under the Loan Agreement, hereby directs the City to provide the information specified in Sections 3 and 4 of this Disclosure Agreement for the benefit of the Lender and any subsequent Holder. The City, on behalf of the Corporation, shall provide or cause to be provided to the Lender, in the electronic or other form required by the Lender, commencing with the Fiscal Year ending September 30, 2019, an Annual City Report which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the City, when available, may be submitted separately from the Annual City Report, and later than the date required in this paragraph for the filing of the Annual City Report if audited financial statements are not available by that date; provided further, however, that the Annual Financial Information must be submitted not later than six months after the end of the City’s Fiscal Year, commencing with the Fiscal Year ending September 30, 2019. Upon

receipt of the Annual City Report together with written instructions to file such report with the Lender, the Dissemination Agent shall provide such Annual City Report to the Lender. The Dissemination Agent has no duty or obligation to confirm that any Annual City Report provided to it under this Section 3(a) contains the required information as described in Section 4. In each case, the Annual City Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the City's Fiscal Year changes, it shall give notice of such change to the Lender and the Dissemination Agent not less than ten (10) Business Days after the occurrence of such change.

(b) The City shall or shall direct the Dissemination Agent in writing to:

(i) determine the filing address or other filing location of the Lender each year prior to filing the Annual City Report on the date required in subsection (a);

(ii) file the Annual City Report (excluding the audited financial statements of the City, which shall be filed by the City or the Dissemination Agent upon receipt from the City) containing or incorporating by reference the information set forth in Section 4 hereof with the Lender;

(iii) if the City has provided the Dissemination Agent with the Annual City Report and the Dissemination Agent has filed such Annual City Report with the Lender, then the Dissemination Agent shall file a report with the City certifying that the Annual City Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the Lender; and

(iv) if the City has filed the completed Annual City Report with the Lender, then the City shall provide the Dissemination Agent with a certification that the Annual City Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the Lender.

SECTION 4. Content and Timing of Annual City Reports. The Annual City Report shall contain or incorporate by reference, and the City agrees to provide or cause to be provided to the Dissemination Agent, the following (the "Annual Financial Information"):

(a) Within six months after the end of each Fiscal Year, commencing with the Fiscal Year ending September 30, 2019 (any or all of which may be unaudited):

(i) For the Interlocal Agreement, a statement of all payments made by the City to the Corporation under the Interlocal Agreement for the preceding Fiscal Year and the Unpaid Balance of the Purchase Price (as defined in the Interlocal Agreement);

(ii) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "SAP Update"), including any changes to the methodology for levying the Special Assessments in the District;

(iii) Until building permits have been issued for parcels or lots representing, in the aggregate, 95% of the total Special Assessments levied within the District, the number of new homes completed in the District during such Fiscal Year and the aggregate number of new

homes completed within the District since the Fiscal Year ending September 30, 2019. Completion of a home shall be evidenced by the City's issuance of a certificate of occupancy for any such home;

(iv) The individual and aggregate taxable assessed valuation for parcels or lots within the District based on the most recent certified tax roll available to the City;

(v) As of March 1 of the calendar year in which such Annual City Report is due, and in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year), the total amount of (A) Annual Installments invoiced in the preceding Fiscal Year, (B) the total amount of such Annual Installments collected (as reported by the County Tax Assessor Collector or the Administrator), (C) delinquent Annual Installments, (D) Foreclosure Proceeds collected, (E) the amount of prepaid Special Assessments collected in such Fiscal Year, and (F) number of Special Assessment payers in the District; and

(vi) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the City's audited financial statements during such Fiscal Year.

(b) If not provided with the information provided under Section 4(a) above, when available, the audited financial statements of the City for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the City.

(c) The City has designated Development Planning & Financing Group, Inc. as the initial Administrator. The Administrator shall prepare and provide the Annual Financial Information to the City for review no later than fifteen (15) Business Days prior to the day that is six months after the end of each Fiscal Year and, after such review, the City shall direct the Administrator to provide the Annual Financial Information to the Dissemination Agent on behalf of the City no later than five (5) Business Days prior to the day that is six months after the end of each Fiscal Year. If no Administrator has been designated, the City shall prepare and provide the Annual Financial Information required under Section 4(a) above to the Dissemination Agent no later than five (5) Business Days prior to the day that is six months after the end of each Fiscal Year.

SECTION 5. Reporting of Significant Events

(a) The following shall be "Listed Events" for the purpose of this Disclosure Agreement:

(i) The occurrence and continuation of any Event of Default under the Construction Contract, the Loan Agreement, the Fiscal Agent Agreement or the Interlocal Agreement (as such term is defined under each of the foregoing agreements), which could lead to a termination of the applicable agreement; and

(ii) As measured on February 15 of each calendar year, any delinquency in the payment of Annual Installments of Special Assessments billed in the then current Fiscal Year which exceeds 20% of the Annual Installments of Special Assessments due and payable in the then current Fiscal Year;

(iii) The following events with respect to the Loan: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Loan or the Note, or other material events affecting the tax status of the Loan or the Note; (7) modifications to rights of holders of the Note, if material; (8) bankruptcy, insolvency, receivership, or similar event of the City or the Corporation, which shall occur as described below; (9) the consummation of a merger, consolidation, or acquisition involving the City or the Corporation or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (10) appointment of a successor or additional Fiscal Agent or the change of name of a Fiscal Agent, if material.

For these purposes, any event described in the immediately preceding paragraph, item (8) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Corporation or the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Corporation or the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Corporation or the City.

(b) Whenever a Listed Event with respect to the City or the Corporation occurs, the City or the Corporation, as applicable, shall promptly notify the Dissemination Agent in writing and the City or the Corporation, as applicable, shall direct the Dissemination Agent to file a notice of such occurrence with the Lender. The Dissemination Agent shall file such notice within ten (10) Business Days of the occurrence of such Listed Event; provided that the Dissemination Agent shall not be liable for the filing of notice of any Listed Event more than ten (10) Business Days after the occurrence of such Listed Event if notice of such Listed Event is received from the City or the Corporation, as applicable, more than ten (10) Business Days after the occurrence of such Listed Event or with insufficient time to file such information within ten (10) Business Days after the occurrence of such Listed Event, it being understood that any information received on a day other than a Business Day or after noon C.S.T. on any Business Day is not required to be posted on the date of receipt.

(c) Any notice under the preceding paragraph shall be accompanied with the text of the disclosure that the City or Corporation desires to make, the written authorization of the City or the Corporation for the Dissemination Agent to disseminate such information as provided herein, and the date the City or the Corporation desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

(d) In all cases, the City or the Corporation, as applicable, shall have the sole responsibility for the content, design and other elements comprising substantive contents of all of such party's respective disclosures as provided under this Disclosure Agreement. In addition, the City or the Corporation shall have the sole responsibility to ensure that any notice required to be filed by the City or the Corporation respectively under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(e) If the Dissemination Agent has been instructed by the City or the Corporation to report the occurrence of a Listed Event, the Dissemination Agent shall promptly file a notice of such occurrence with the Lender (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event provided that the Dissemination Agent has received the written direction to file a notice of such occurrence in a timely manner.

SECTION 6. Reporting of Failure to File.

(a) The City shall, or shall cause the Dissemination Agent to, notify the Lender, in a timely manner, of any failure by the City to provide the Annual City Report as required under this Disclosure Agreement. See Exhibit A hereto for a form for submitting "Notice of Failure To File." The Dissemination Agent shall file such Notice of Failure to File within one Business Day of its receipt thereof from the City together with instructions to file such with the Lender.

(b) If the City does not provide the Annual City Report by five (5) Business Days prior to the Business Day on which the annual audited financial statements or the Annual Financial Information is due to the Lender, the Dissemination Agent shall notify the Disclosure Representative and the Administrator of such failure. In the event that the City, the Disclosure Representative or the Administrator does not provide the Dissemination Agent with the Annual City Report or written notice that it has filed the Annual City Report with the Lender by 10 AM C.S.T. on the Business Day such information is to be filed with the Lender, the Dissemination Agent shall file a Notice of Failure to File in the form set forth in Exhibit A hereto. In no event shall the Dissemination Agent be liable in damages or in tort to the City or the Lender as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

SECTION 7. Termination of Reporting Obligations. The obligations of the City, the Corporation and the Dissemination Agent under this Disclosure Agreement shall terminate upon the earlier of (i) the payment of the full Purchase Price under the Interlocal Agreement (as such term is defined therein) or (ii) the final payment of all Special Assessments securing the Purchase Price under the Interlocal Agreement. The City or the Corporation shall provide the Dissemination Agent with written notice at such time that the payment of the full Purchase Price under the Interlocal Agreement has occurred or that the final payment of all Special Assessments securing the Purchase Price under the Interlocal Agreement has occurred (each, a "Termination Notice"). If the Dissemination Agent has been provided with a Termination Notice or the opinion of bond counsel described herein this Disclosure Agreement shall be deemed to be terminated and the Dissemination Agent shall provide notice of such termination to the Lender within ten (10) Business Days of its receipt of a Termination Notice or such opinion thereof.

SECTION 8. Dissemination Agent. The City or the Corporation may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out

the City and the Corporation's obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent, provided that in the event that the City and the Corporation discharge the Dissemination Agent without appointing a successor Dissemination Agent, the Fiscal Agent shall serve as the Dissemination Agent until a successor Dissemination Agent has been appointed and has been appointed. The initial Dissemination Agent appointed hereunder shall be UMB Bank, N.A.

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the City, the Corporation, the Administrator, the Lender and the Dissemination Agent may jointly amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the City, the Corporation, the Lender or Administrator) and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the City or the Corporation, or the type of business conducted;

(b) The amendment or waiver does not, in the opinion of Loan Counsel, materially impair the interests of the Lender or Holders.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the City shall describe such amendment in the next related Annual City Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a notice of failure to file under Section 6, and (ii) the Annual City Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the City or the Corporation from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including, in the case of the City, any other information in any Annual City Report, in addition to that which is required by this Disclosure Agreement. If the City or Corporation chooses to report any such additional information, the City and the Corporation shall have no obligation under this Disclosure Agreement to update such information or include it in any future filings pursuant to this Disclosure Agreement.

SECTION 11. Delivery of Information.

(a) All notices, reports or information to be provided to the Dissemination Agent pursuant to this Disclosure Agreement shall be provided to the following address or e-mail address:

Jose Gaytan
UMB Bank
6034 W Courtyard Dr., Ste. 370
Austin, TX 78730
512-582-5851 (Office)
512-582-5855 (Fax)
E-Mail: Jose.gaytan@umb.com

(b) All notices, reports or information to be provided to the Lender pursuant to this Disclosure Agreement shall be provided to the following address or e-mail address:

Preston Hollow Capital, LLC
1717 Main Street, Suite 3900
Dallas, Texas 75201
E-Mail: jdinan@phcllc.com
Attention: John Dinan

SECTION 12. Default. In the event of a failure of the City or the Corporation to comply with any provision of this Disclosure Agreement, the Lender may take such actions as may be necessary and appropriate to cause the, take such actions as may be necessary and appropriate to cause the City or the Corporation, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Loan Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the City or the Corporation to comply with this Disclosure Agreement shall be an action to mandamus or specific performance. A default under this Disclosure Agreement by the City or the Corporation shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of the Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the City or the Corporation.

SECTION 13. Duties, Immunities and Liabilities of Dissemination Agent and the Administrator.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the City agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Special Assessments collected from the property owners of the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing

herein shall be construed to require the City to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Loan. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the City, the Corporation or any person with whom the City or the Corporation contracts, apart from the relationship created by this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement. Nothing in this Disclosure Agreement shall be construed to require the Dissemination Agent to interpret or provide an opinion concerning any information made public. If the Dissemination Agent receives a request for an interpretation or opinion, the Dissemination Agent may refer such request to the City for response. To the extent the Dissemination Agent is provided with information required to be disclosed under the terms of this Disclosure Agreement together with written instructions to deliver such information the Dissemination Agent shall provide such information to the Lender as soon as practicable after receipt. It being understood that any information received on a day other than a Business Day or after noon C.D.T. on any Business Day is not required to be provided on the date of receipt. The Dissemination Agent shall not be responsible for the City's failure to submit a complete Annual Report or Semi-Annual Report to the Lender. The Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the City and the Corporation.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(b) The Administrator shall not have any responsibility for the timeliness and accuracy of any information provided by third parties for the disclosures made pursuant to the terms thereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the City agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from the Special Assessments collected from the property owners in the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the City to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Agreement, or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the City under this Section shall survive resignation or removal of the Administrator and payment in full of the Loan. The Administrator is not acting in a fiduciary capacity in connection with the

performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, THE CORPORATION OR THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CORPORATION, THE CITY, THE ADMINISTRATOR, OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT OR THE ADMINISTRATOR IS UNDER NO OBLIGATION NOR IS IT REQUIRED TO BRING SUCH AN ACTION. FOR THE AVOIDANCE OF DOUBT, THE PROVISIONS OF THIS SECTION DO NOT APPLY TO ANY LIABILITY OF THE CITY OR THE CORPORATION PURSUANT TO RULE 10b-5 OF THE SECURITIES AND EXCHANGE COMMISSION OR ANY OTHER ACTION AGAINST THE CITY OR THE CORPORATION OR LIABILITY RESULTING THEREFROM RELATED TO A MATERIAL MISSTATEMENT OR OMISSION OF INFORMATION DELIVERED PURSUANT TO THIS DISCLOSURE AGREEMENT.

SECTION 14. No Personal Liability. No covenant, stipulation, obligation or agreement of the City or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the City or Dissemination Agent in other than that person's official capacity.

SECTION 15. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof

shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 16. Sovereign Immunity. The City, the Corporation, the Lender, the Administrator and the Dissemination Agent agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the City's sovereign or governmental immunities regarding liability or suit.

SECTION 17. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the parties hereto, and shall create no rights in any other person or entity.

SECTION 18. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The City shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from Special Assessments collected from the property owners in the District, for their fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 19. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 20. Anti-Boycott Verification. The Dissemination Agent and the Administrator each individually and severally verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Disclosure Agreement is a contract for goods or services, will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Dissemination Agent and the Administrator understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent and the Administrator, respectively, and exists to make a profit.

SECTION 21. Iran, Sudan and Foreign Terrorist Organizations. The Dissemination Agent and the Administrator represent, individually and severally, that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Dissemination Agent and the Administrator and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the

United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Dissemination Agent and the Administrator understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Dissemination Agent and the Administrator, respectively, and exists to make a profit.

SECTION 22. Securitization Bonds. The parties hereto acknowledge and agree that the Arizona Industrial Development Authority (the "Authority"), a nonprofit corporation designated a political subdivision of the State of Arizona, has established the AZIDA Land Secured Bond Pooling Program (the "Program"), pursuant to which the Authority issues, from time to time, bonds, notes or other evidences of indebtedness ("Securitization Bonds"), the proceeds of which are used to purchase or otherwise acquire land secured obligations such as this Loan Agreement and the Note. The parties hereto understand and acknowledge that the Lender has reserved the right to and may sell, transfer and assign its right, title and interest in and to the Loan Agreement and the Note to the Authority, or to a commercial bank acting as trustee for the Bonds (the "Trustee"), and that the amounts payable under the Loan Agreement and the Note will be pledged to the payment of and as security for the Securitization Bonds. The parties hereto agree that prior to or in connection with the issuance of the Securitization Bonds, the City, the Corporation, the Administrator and the Dissemination Agent shall enter into a continuing disclosure agreement containing terms substantially the same as the form attached hereto as Exhibit B (the "Securitization Bond CDA") for the benefit of the owners from time to time (the "Bondholders") of such Securitization Bonds. Notwithstanding anything contained herein, the upon the execution of the Securitization Bond CDA and the issuance of the Securitization Bonds, this Disclosure Agreement shall terminate.

SECTION 23. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures to follow]

CITY OF HUTTO, TEXAS

By: _____
City Manager

**RIVER CREEK DEVELOPMENT
CORPORATION**

By: _____
President

**DEVELOPMENT PLANNING &
FINANCING GROUP, INC.,**
as Administrator

By: _____
Authorized Officer

UMB BANK, N.A.,
as Dissemination Agent

By: _____
Authorized Signatory

PRESTON HOLLOW CAPITAL, LLC,
as Lender

By: _____
Authorized Officer

EXHIBIT A
NOTICE OF FAILURE TO FILE
ANNUAL CITY REPORT

Name of Obligation: \$_____ Loan to River Creek Development Corporation (the
 “Borrower”) made to the Borrower pursuant to that Loan Agreement
 dated as of September 5, 2019 by and between the Borrower and
 Preston Hollow Capital, LLC

Date of Closing: _____, 20__

NOTICE IS HEREBY GIVEN that the City of Hutto, Texas, has not provided [an Annual
City Report][annual audited financial statements] as required by the Continuing Disclosure
Agreement dated September 5, 2019, entered into in connection with the above-captioned
obligation. The City anticipates that [the Annual City Report][annual audited financial
statements] will be filed by _____.

Dated: _____

UMB Bank, N.A.
on behalf of the City of Hutto, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Hutto, Texas

EXHIBIT B

FORM OF SECURITIZATION BOND CONTINUING DISCLOSURE AGREEMENT

B-1

**ARIZONA INDUSTRIAL DEVELOPMENT AUTHORITY
LAND SECURED POOLING BOND PROGRAM, SERIES _____**

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement dated as of [DOCUMENT DATE], 2019 (this “Disclosure Agreement”) is executed and delivered by and among the City of Hutto, Texas (the “City”), River Creek Development Corporation (the “Corporation”), Development Planning & Financing Group, Inc. (the “Administrator”) and UMB Bank, N.A. (the “Dissemination Agent”) with respect to the Arizona Industrial Development Authority [BOND NAME] (the “Bonds”). The Parties agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered for the benefit of the Owners (defined below) and beneficial owners of the Bonds and in order to assist the Underwriter in complying with the Rule. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of [DOCUMENT DATE], 2019, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrative Expenses” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Administrator” shall mean the employee or designee of the City, identified in the District’s Service and Assessment Plan, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

“Annual Financial Information” shall mean annual financial information as such term is specified in Section 4(a) of this Disclosure Agreement.

“Annual Installment(s)” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Annual City Report” shall mean any Annual City Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City.

“Construction Contract” shall mean the Construction Contract between the Corporation and the Developer dated as of September 5, 2019.

“Developer” shall mean Hutto1660, LP, a Texas limited partnership, and its successors and assigns.

“Disclosure Agreement of the Developer” shall mean the Continuing Disclosure Agreement of the Developer relating to the Bonds dated as of [DOCUMENT DATE], 2019 executed and delivered by the Developer, the Administrator and the Dissemination Agent.

“Disclosure Representative” shall mean the City Manager of the City or his or her designee, or such other officer or employee as the City, may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean UMB Bank, N.A. or any successor Dissemination Agent designated in writing by the City and which has filed with the Fiscal Agent a written acceptance of such designation.

“District” shall mean Mustang Creek Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“Fiscal Agent” shall mean UMB Bank, N.A. or any successor Fiscal Agent serving in such capacity pursuant to the Fiscal Agent Agreement.

“Fiscal Agent Agreement” shall mean the Fiscal Agent Agreement, dated September 5, 2019, by and among the Corporation, the Lender and the Fiscal Agent.

“Fiscal Year” shall mean the fiscal year of the City, which is the period from October 1 through September 30.

“Interlocal Agreement” shall have the meaning assigned to such term in the Loan Agreement.

“Issuer” shall mean the Arizona Industrial Development Authority.

“Lender” shall mean Preston Hollow Capital, LLC and its successors and assigns.

“Loan Agreement” shall mean the Loan Agreement, dated September 5, 2019, by and between the Corporation and the Lender.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

“Owner” shall mean the registered owner of any Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” means the Service and Assessment Plan adopted for the District, as amended or updated from time to time, including any annual updates thereto.

“Special Assessments” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Trustee” shall mean [] or any successor trustee pursuant to the Indenture.

“Underwriter” shall mean Stifel, Nicolaus & Company, Incorporated.

SECTION 3. Provision of Annual City Reports.

(a) The Corporation hereby directs the City to provide the information specified in Sections 3 and 4 of this Disclosure Agreement for the benefit of the owners and beneficial owners of the Bonds. The City, on behalf of the Corporation, provide or cause to be provided to the MSRB, in the electronic or other form required by the MSRB, commencing with the Fiscal Year ending September 30, 2019, an Annual City Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the City, when available, may be submitted separately from the Annual City Report, and later than the date required in this paragraph for the filing of the Annual City Report if audited financial statements are not available by that date; provided further, however, that the Annual Financial Information must be submitted not later than six months after the end of the City’s Fiscal Year, commencing with the Fiscal Year ending September 30, 2019. Upon receipt of the Annual City Report together with written instructions to file such report with the Lender, the Dissemination Agent shall provide such Annual City Report to the MSRB. The Dissemination Agent has no duty or obligation to confirm that any Annual City Report provided to it under this Section 3(a) contains the required information as described in Section 4. In each case, the Annual City Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the City’s Fiscal Year changes, it shall give notice of such change to the MSRB and the Dissemination Agent not less than ten (10) Business Days after the occurrence of such change.

(b) The City shall or shall direct the Dissemination Agent to:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual City Report on the date required in subsection (a);

(ii) file the Annual City Report (excluding the audited financial statements of the City, which shall be filed by the City or the Dissemination Agent upon receipt from the City) containing or incorporating by reference the information set forth in Section 4 hereof;

(iii) if the City has provided the Dissemination Agent with the Annual City Report and the Dissemination Agent has filed such Annual City Report with the MSRB, then the Dissemination Agent shall file a report with the City certifying that the Annual City Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB; and

(iv) if the City has filed the completed Annual City Report with the MSRB, then the City shall provide the Dissemination Agent with a certification that the Annual City Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content and Timing of Annual City Reports. The Annual City Report for the Bonds shall contain or incorporate by reference, and the City agrees to provide or cause to be provided to the Dissemination Agent, the following (the “Annual Financial Information”):

(a) Within six months after the end of each Fiscal Year, commencing with the Fiscal Year ending September 30, 2019 (any or all of which may be unaudited):

(i) For the Interlocal Agreement, a statement of all payments made by the City to the Corporation under the Interlocal Agreement for the preceding Fiscal Year and the Unpaid Balance of the Purchase Price (as defined in the Interlocal Agreement);

(ii) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a “SAP Update”), including any changes to the methodology for levying the Special Assessments in the District;

(iii) Until building permits have been issued for parcels or lots representing, in the aggregate, 95% of the total Special Assessments levied within the District, the number of new homes completed in the District during such Fiscal Year and the aggregate number of new homes completed within the District since the Fiscal Year ending September 30, 2019. Completion of a home shall be evidenced by the City’s issuance of a certificate of occupancy for any such home;

(iv) The individual and aggregate taxable assessed valuation for parcels or lots within the District based on the most recent certified tax roll available to the City;

(v) As of March 1 of the calendar year in which such Annual City Report is due, and in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year), the total amount of (A) Annual Installments invoiced in the preceding Fiscal Year, (B) the total amount of such Annual Installments collected (as reported by the County Tax Assessor Collector or the Administrator), (C) delinquent Annual Installments, (D) Foreclosure Proceeds collected, (E) the amount of prepaid Special Assessments collected in such Fiscal Year, and (F) number of Special Assessment payers in the District; and

(vi) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the City’s audited financial statements during such Fiscal Year.

(b) If not provided with the information provided under Section 4(a) above, when available, the audited financial statements of the City for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the City.

(c) The City has designated Development Planning & Financing Group, Inc. as the initial Administrator. The Administrator shall prepare and provide the Annual Financial Information to the

City for review no later than fifteen (15) Business Days prior to the day that is six months after the end of each Fiscal Year and, after such review, the City shall direct the Administrator to provide the Annual Financial Information to the Dissemination Agent on behalf of the City no later than five (5) Business Days prior to the day that is six months after the end of each Fiscal Year. If no Administrator has been designated, the City shall prepare and provide the Annual Financial Information required under Section 4(a) above to the Dissemination Agent no later than five (5) Business Days prior to the day that is six months after the end of each Fiscal Year.

(d) Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the City, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The City shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events

(a) The following shall be "Listed Events" for the purpose of this Disclosure Agreement:

(i) The occurrence and continuation of any Event of Default under the Construction Contract, the Loan Agreement, the Fiscal Agent Agreement or the Interlocal Agreement (as such term is defined under each of the foregoing agreements) which could lead to a termination of the applicable agreement; and

(ii) As measured on February 15 of each calendar year, any delinquency in the payment of Annual Installments of Special Assessments billed in the then current Fiscal Year which exceeds 20% of the Annual Installments of Special Assessments due and payable in the then current Fiscal Year;

(iii) The following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) Bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership, or similar event of the City or the Corporation, which shall occur as described below; (13) the consummation of a merger, consolidation, or acquisition involving the City or the Corporation or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or Fiscal Agent or the change of name of a trustee or Fiscal Agent, if material; (15) Incurrence of a financial obligation of the City or the Corporation, if material, or agreements to covenants, events of default, remedies, priority rights, or other

similar terms of a financial obligation of the City or the Corporation, any of which affect security holders, if material, and (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City or the Corporation, any of which reflect financial difficulties.

For these purposes, “financial obligation” means (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

For these purposes, any event described in the immediately preceding paragraph, item (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Corporation or the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Corporation or the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Corporation or the City.

(b) Whenever a Listed Event with respect to the City or the Corporation occurs, the City or the Corporation, as applicable, shall promptly notify the Dissemination Agent in writing and the City or the Corporation, as applicable, shall direct the Dissemination Agent to file a notice of such occurrence with the Lender. The Dissemination Agent shall file such notice within ten (10) Business Days of the occurrence of such Listed Event; provided that the Dissemination Agent shall not be liable for the filing of notice of any Listed Event more than ten (10) Business Days after the occurrence of such Listed Event if notice of such Listed Event is received from the City or the Corporation, as applicable, more than ten (10) Business Days after the occurrence of such Listed Event or with insufficient time to file such information within ten (10) Business Days after the occurrence of such Listed Event, it being understood that any information received on a day other than a Business Day or after noon C.S.T. on any Business Day is not required to be posted on the date of receipt.

(c) Any notice under the preceding paragraph shall be accompanied with the text of the disclosure that the City or Corporation desires to make, the written authorization of the City or the Corporation for the Dissemination Agent to disseminate such information as provided herein, and the date the City or the Corporation desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

(d) In all cases, the City or the Corporation, as applicable, shall have the sole responsibility for the content, design and other elements comprising substantive contents of all of such party’s respective disclosures as provided under this Disclosure Agreement. In addition, the City or the Corporation shall have the sole responsibility to ensure that any notice required to be filed by the City

or the Corporation respectively under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(e) If the Dissemination Agent has been instructed by the City or the Corporation to report the occurrence of a Listed Event, the Dissemination Agent shall promptly file a notice of such occurrence with the MSRB (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event provided that the Dissemination Agent has received the written direction to file a notice of such occurrence in a timely manner.

SECTION 6. Reporting of Failure to File.

(a) The City shall, or shall cause the Dissemination Agent to, notify the MSRB, in a timely manner, of any failure by the City to provide annual audited financial statements or Annual Financial Information as required under this Disclosure Agreement. See Exhibit A hereto for a form for submitting "Notice of Failure To File." The Dissemination Agent shall file such Notice of Failure to File within one Business Day of its receipt thereof from the City together with instructions to file such with the MSRB.

(b) If the City does not provide the Annual City Report by five (5) Business Days prior to the Business Day on which the Annual City Report is due to the MSRB, the Dissemination Agent shall notify the Disclosure Representative and the Administrator of such failure. In the event that the City, the Disclosure Representative or the Administrator does not provide the Dissemination Agent with the Annual City Report or written notice that it has filed the Annual City Report with the MSRB by 10 AM C.S.T. on the Business Day such information is to be filed with the MSRB, the Dissemination Agent shall file a Notice of Failure to File in the form set forth in Exhibit A hereto. In no event shall the Dissemination Agent be liable in damages or in tort to the City or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

SECTION 7. Termination of Reporting Obligations. The obligations of the City, the Corporation and the Dissemination Agent under this Disclosure Agreement shall terminate upon the earlier of (i) the payment of the full Purchase Price under the Interlocal Agreement (as such term is defined therein) or (ii) the final payment of all Special Assessments securing the Purchase Price under the Interlocal Agreement. The City or the Corporation shall provide the Dissemination Agent with written notice at such time that the payment of the full Purchase Price under the Interlocal Agreement has occurred or that the final payment of all Special Assessments securing the Purchase Price under the Interlocal Agreement has occurred (each, a "Termination Notice"). If the Dissemination Agent has been provided with a Termination Notice or the opinion of bond counsel described herein this Disclosure Agreement shall be deemed to be terminated and the Dissemination Agent shall provide notice of such termination to the MSRB within ten (10) Business Days of its receipt of a Termination Notice or such opinion thereof.

SECTION 8. Dissemination Agent. The City or the Corporation may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out the City and the Corporation's obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent, provided that in the event that the City and the Corporation discharge the Dissemination Agent without appointing a

successor Dissemination Agent, the Fiscal Agent shall serve as the Dissemination Agent until a successor Dissemination Agent has been appointed and has been appointed. The initial Dissemination Agent appointed hereunder shall be UMB Bank, N.A.

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, this Disclosure Agreement may be amended at the request of the City or the Corporation and upon consent of the Dissemination Agent (and such party shall not unreasonably withhold consent to any amendment so requested by the City or the Corporation), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel selected by the City, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the City shall describe such amendment in the next related Annual City Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a notice of failure to file under Section 6, and (ii) the Annual City Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

(d) The Parties hereto acknowledge that the City and the Corporation are entering into this Disclosure Agreement for the benefit of the Underwriter and the Owners and beneficial owners of the Bonds.

SECTION 10. Identifying Information to be Included; Additional Information.

(a) All documents provided to the MSRB pursuant to this Disclosure Agreement shall be accompanied by identifying information as prescribed by the MSRB.

(b) Nothing in this Disclosure Agreement shall be deemed to prevent the City or the Corporation from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including, in the case of the City, any other information in any Annual City Report, in addition to that which is required by this Disclosure Agreement. If the City or Corporation chooses to report any such additional information,

the City and the Corporation shall have no obligation under this Disclosure Agreement to update such information or include it in any future filings pursuant to this Disclosure Agreement.

SECTION 11. Default. In the event of a failure of the City or the Corporation to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of the Owners of at least 25% aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction as provided in the Indenture), or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the City or the Corporation, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the City or the Corporation to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the City or the Corporation shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of the Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the City or the Corporation.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent and the Administrator.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the City agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Special Assessments collected from the property owners of the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the City to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the City, the Corporation or any person with whom the City or the Corporation contracts, apart from the relationship created by this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement. Nothing in this Disclosure Agreement shall be construed to require the Dissemination Agent to interpret or provide an opinion concerning any information made public. If the Dissemination Agent receives a request for an interpretation or opinion, the Dissemination Agent may refer such request to the City for response. To the extent the Dissemination Agent is provided with information required to be disclosed under the

terms of this Disclosure Agreement together with written instructions to deliver such information to the MSRB the Dissemination Agent shall provide such information to the MSRB as soon as practicable after receipt. It being understood that any information received on a day other than a Business Day or after noon C.D.T. on any Business Day is not required to be provided on the date of receipt. The Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the City and the Corporation.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(b) The Administrator shall not have any responsibility for the timeliness and accuracy of any information provided by third parties for the disclosures made pursuant to the terms thereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the City agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from the Special Assessments collected from the property owners in the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the City to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Agreement, or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the City under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, THE CORPORATION OR THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE

CORPORATION, THE CITY, THE ADMINISTRATOR, OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT OR THE ADMINISTRATOR IS UNDER NO OBLIGATION NOR IS IT REQUIRED TO BRING SUCH AN ACTION. FOR THE AVOIDANCE OF DOUBT, THE PROVISIONS OF THIS SECTION DO NOT APPLY TO ANY LIABILITY OF THE CITY OR THE CORPORATION PURSUANT TO RULE 10b-5 OF THE SECURITIES AND EXCHANGE COMMISSION OR ANY OTHER ACTION AGAINST THE CITY OR THE CORPORATION OR LIABILITY RESULTING THEREFROM RELATED TO A MATERIAL MISSTATEMENT OR ORMISSION OF INFORMATION DELIVERED PURSUANT TO THIS DISCLOSURE AGREEMENT.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the City or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the City or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The City, the Corporation, the Administrator and the Dissemination Agent agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the City's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Administrator and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the City or the Corporation under federal and state securities laws.

SECTION 17. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The

City shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from Special Assessments collected from the property owners in the District, for their fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 18. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 19. Anti-Boycott Verification. The Dissemination Agent and the Administrator each individually and severally verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Disclosure Agreement is a contract for goods or services, will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Dissemination Agent and the Administrator understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent and the Administrator, respectively, and exists to make a profit.

SECTION 20. Iran, Sudan and Foreign Terrorist Organizations. The Dissemination Agent and the Administrator represent, individually and severally, that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Dissemination Agent and the Administrator and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Dissemination Agent and the Administrator understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Dissemination Agent and the Administrator, respectively, and exists to make a profit.

SECTION 21. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF HUTTO, TEXAS

By: _____
City Manager

**RIVER CREEK DEVELOPMENT
CORPORATION**

By: _____
President

**DEVELOPMENT PLANNING &
FINANCING GROUP, INC.,**
as Administrator

By: _____
Authorized Officer

UMB Bank, N.A.,
as Dissemination Agent

By: _____
Authorized Signatory

EXHIBIT A

**NOTICE TO FAILURE TO FILE
ANNUAL CITY REPORT**

Name of Issuer: Arizona Industrial Development Authority
Name of Bond Issue: [BOND TITLE]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that the City of Hutto, Texas, has not provided [an Annual City Report][annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement dated [DOCUMENT DATE], 2019, by the City in connection with the above-captioned Bonds issued by the Arizona Industrial Development Authority. The City anticipates that [the Annual City Report][annual audited financial statements] will be filed by _____.

Dated: _____

UMB Bank, N.A..
on behalf of the City of Hutto, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Hutto, Texas

LOAN AGREEMENT
(Mustang Creek Public Improvement District Project)

This **LOAN AGREEMENT** (the “**Loan Agreement**” or “**Agreement**”), dated as of September 5, 2019, is between the **PRESTON HOLLOW CAPITAL, LLC**, a Delaware limited liability company, including its designated successors and Assigns (the “**Lender**”), and **RIVER CREEK DEVELOPMENT CORPORATION**, a public nonprofit corporation created by and acting on behalf of the City of Hutto, Texas (the “**Corporation**”) pursuant to Chapter 431, Texas Transportation Code, as amended (the “**Act**”).

W I T N E S S E T H:

WHEREAS, on June 7, 2018, the City Council of the City of Hutto, Texas (the “**City**”) passed and approved Resolution No. R-18-06-07-9C authorizing the creation of the Mustang Creek Public Improvement District (the “**District**”) pursuant to Chapter 372, Texas Local Government Code, as amended (the “**PID Act**”); and

WHEREAS, on June 20, 2019 the City Council passed and approved Resolution No. R-19-06-20-_____, amending the boundaries of the District to match the boundaries of the Property; and

WHEREAS, the District was created, in part, to undertake and finance those certain Public Improvements (as defined in Interlocal Agreement) as approved by the City Manager (the “**Public Improvements**”) and set forth in the Service and Assessment Plan and Assessment Roll approved by the City Council of the City dated September 5, 2019, as amended from time to time (the “**Service and Assessment Plan**”); and

WHEREAS, on September 5, 2019, the City Council passed and approved Ordinance No. _____ (the “**Assessment Ordinance**”) which, among other things, approved the Service and Assessment Plan which identified the amount of certain assessments on the benefitted property within the District (“**Assessments**”), and established the dates upon which interest on assessments will begin to accrue and collection of Assessments will begin; and

WHEREAS, in addition to approving the Service and Assessment Plan, the Assessment Ordinance levied the Assessments against certain parcels within the boundaries of the District for the Public Improvements (as defined herein) in accordance with the Service and Assessment Plan; and

WHEREAS, Assessments are reflected in the Service and Assessment Plan as approved by the City Council, as amended and updated annually as provided in the PID Act; and

WHEREAS, the Service and Assessment Plan and the Assessment Ordinance provide, in part, that an Assessment or Assessments may be paid in full, and if an assessment is not paid in full, it shall be due and payable in Annual Installments (as defined in the SAP) plus interest; and

WHEREAS, the Service and Assessment Plan and the Assessment Ordinance provide, pursuant to Chapter 372.018(f) of the PID Act, that if an Annual Installment of an Assessment

becomes delinquent, such Annual Installment shall be due and payable plus interest, penalties, and expenses incurred or imposed with respect to any delinquent installments; and

WHEREAS, the Service and Assessment Plan allocated the cost of the Public Improvements to the Assessed Parcels (as defined in the Interlocal Agreement) proportionally based on the special benefits conferred to each lot or parcel by the Public Improvements; and

WHEREAS, all revenue received and collected by the City from the collection of the Assessments and Annual Installments (excluding Delinquent Collection Costs, and Administrative Expenses) (the “**Assessment Revenues**”) shall be deposited as required by the PID Act into an assessment fund created pursuant to the PID Act (the “**Assessment Fund**”); and

WHEREAS, the City and the Corporation have entered into the Interlocal Agreement dated September 5, 2019 to administer certain matters related to the Corporation and for the purchase and sale of the Public Improvements (the “**Project**”) pursuant Chapter 372.023(a) of the PID Act; and

WHEREAS, in order to construct and finance the Project, the Corporation is entering into this Loan Agreement with the Lender; and

WHEREAS, the City has authorized the Corporation to enter into this Loan Agreement; and

WHEREAS, the Corporation intends to engage Stifel, Nicolaus & Company Incorporated as loan placement agent (the “Loan Placement Agent”) for the purpose of soliciting the Lender to make the Loan and accordingly shall enter into that certain Loan Placement Agreement dated as of September 5, 2019 with the Loan Placement Agent and the Lender (the “**Loan Placement Agreement**”), and

WHEREAS, the Corporation and the Construction Manager (as defined herein) have entered into a Construction Contract dated as of September 5, 2019, whereby the Construction Manager will construct the Public Improvements to be sold to the City by the Corporation pursuant to the Interlocal Agreement; and

WHEREAS, in connection with the Loan Placement Agreement and the engagement of the Construction Manager pursuant to the Construction Contract, the Corporation intends to enter into the Representation, Warranty and Indemnity Agreement with the Loan Placement Agent, the Construction Manager and the Lender dated as of September 5, 2019 (the “**Representation Agreement**”), and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions. The capitalized terms used in this Agreement shall have the following respective meanings unless the context otherwise requires:

“**Act**” shall have the meaning ascribed for such term in the opening paragraph hereof.

“**Agreement**” shall mean this Loan Agreement and any amendments hereto.

“**Business Day**” shall mean any day, other than a Saturday, Sunday, or legal holiday, on which the offices of the Lender are not required or authorized by law or executive order to be closed.

“**Closing**” shall mean the delivery of the Note to the Lender.

“**Closing Date**” shall mean the date of the Closing.

“**Code**” shall mean the Internal Revenue Service Code of 1986, as amended, and all applicable regulations and any official rulings and regulations under the above.

“**Continuing Disclosure Agreement**” shall mean the Continuing Disclosure Agreement of the City and of the Corporation, dated as of September 5, 2019, in the form attached to the Interlocal Agreement as Exhibit F.

“**City**” shall mean the City of Hutto, Texas.

“**City Council**” shall mean the governing body of the City.

“**Construction Manager**” shall mean Hutto1660, LP, a Texas limited partnership.

“**Corporation Documents**” shall mean, collectively, this Agreement, the Loan Placement Agreement, the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Representation Agreement, the Note, and the Resolution.

“**Event of Default**” shall mean unless waived in writing by the Lender, the occurrence of any of the following, which is not cured by the Corporation within thirty (30) days following written notice by the Lender of such Event of Default (except for clause (a) below which shall have no cure period):

(a) the failure of the Corporation to make any of the Note Payments when due and in the amounts provided herein; or

(b) the failure of the Corporation to comply with any other covenant, condition, or agreement under this Agreement or other agreements or obligations entered into by the Corporation for the borrowing of funds; or

(c) the failure of the Corporation to provide the Fiscal Agent with an enforceable lien on the Pledged Revenues; or

(d) the bankruptcy, insolvency, appointment of a receiver for the Corporation.

“Fiscal Agent” shall mean UMB Bank, N.A. and its successors and assigns.

“Fiscal Agent Agreement” shall mean the Fiscal Agent Agreement, dated as of September 5, 2019 by and between the Lender, the Corporation and Fiscal Agent.

“Interlocal Agreement” shall mean the Interlocal Agreement, dated as of September 5, 2019, by and between the City and the Corporation.

“Installment Payments” shall mean the payments from the City to the Corporation for the purchase of the Public Improvements as described in the Interlocal Agreement.

“Loan” shall mean the loan from the Lender to the Corporation made pursuant to this Agreement.

“Loan Documents” shall mean, collectively, this Agreement and the Note.

“Loan Placement Agreement” shall have the meaning ascribed to it in the RECITALS hereof.

“Maximum Interest Rate” shall mean the maximum rate of interest allowed under Chapter 1204, Texas Government Code, as amended, or other applicable law in effect.

“Note” shall mean the promissory note of even date herewith (such promissory note, as the same may be renewed, extended, amended, or otherwise modified from time to time) delivered pursuant to this Agreement in substantially the form attached hereto as Exhibit A, and any promissory note executed and delivered by the Corporation in replacement thereof.

“Note Payments” shall mean the payments required by Section 2.4 to be made by the Corporation in payment of the principal of and interest on the Note.

“Outstanding” shall mean, with respect to the Note, the unpaid principal thereof and interest thereon, and, with respect to the Principal Amount, the unpaid portion thereof.

“PID Act” shall mean Chapter 372, Texas Local Government Code, as amended.

“Pledged Revenues” shall mean the Installment Payments paid by the City to the Corporation pursuant to the Interlocal Agreement.

“Principal Amount” shall mean \$9,455,000.00.

“**Project**” shall have the meaning ascribed in the RECITALS hereof.

“**Representation Agreement**” shall have the meaning ascribed to it in the RECITALS hereof.

“**Resolution**” shall mean the resolution of the Board of Directors of the Corporation authorizing the execution and delivery of this Agreement and the Note and the pledge of the Pledged Revenues to the payment of the principal of and interest on the Note, and any amendments or supplements thereto.

“**State**” shall mean the State of Texas.

Section 1.2 Interpretive Matters.

(a) Whenever the context requires:

(i) references in this Agreement of the singular number shall include the plural and vice versa; and

(ii) words denoting gender shall be construed to include the masculine, feminine, and neuter.

(b) The table of contents and the titles given to any article or section of this Agreement are for convenience of reference only and are not intended to modify the meaning of the article or section.

ARTICLE II

THE LOAN; REPAYMENT OF THE LOAN

Section 2.1 The Loan. Subject to the terms and conditions set forth in this Agreement, including without limitation the conditions set forth in Section 2.2, and for and in consideration of the payment by the Corporation of its obligations under this Agreement and the Note and the covenants and agreements herein contained, the Lender will loan to, for the sole use and benefit of the Corporation, \$9,455,000.00 to be used for the payment by the Corporation of the costs of the Project.

Section 2.2 Conditions to Closing. The obligation of the Lender to make the Loan to the Corporation as described in Section 2.1 hereof shall be subject to the following conditions:

(a) The representations of the Corporation herein shall be true, complete, and correct in all material respects on the date hereof and on and as of the Closing Date as if made on the Closing Date;

(b) At the time of Closing, the Corporation Documents shall be in full force and effect, assuming due authorization and execution by the other parties thereto, and shall not have been amended or supplemented except as may have been agreed to in writing by the Lender;

(c) At or prior to the Closing, the Lender shall have received each of the following documents:

- (i) The Note executed by the authorized officers of the Corporation;
- (ii) This Loan Agreement executed by the authorized officers of the Corporation, with such changes or amendments as may have been approved by the Lender and the Corporation;
- (iii) The Loan Placement Agreement executed by the authorized officers of the Corporation, the Lender and the Loan Placement Agent;
- (iv) The Representation Agreement executed by the authorized officers of the Corporation, the Construction Manager, the Lender and the Loan Placement Agent;
- (v) Certified copies of the Resolution of the Corporation authorizing execution, delivery, and performance of all of the Loan Documents and the Corporation Documents and authorizing the borrowing hereunder, along with such certificates of existence, certificates of good standing, and other certificates or documents as the Lender may reasonably require to evidence the Corporation's authority to enter into the Loan Documents and the Corporation Documents;
- (vi) An opinion of counsel for the Corporation, addressed to the Lender, to the effect that the Loan Documents and Corporation Documents have been duly authorized, executed and delivered by the Corporation and are legal, valid and binding agreements of the Corporation enforceable against the Corporation in accordance with their terms;
- (vii) True copies of all organization documents of the Corporation, including all amendments or supplements thereto;
- (viii) The Continuing Disclosure Agreement, executed by the authorized officers and officials of the Corporation, the City and the other parties thereto; and
- (ix) A completed IRS Form 8038-G of the Corporation and executed Tax Certificate.

Section 2.3 Note Terms.

- (a) The Corporation agrees to execute and deliver the Note to the Lender on the Closing Date.
- (b) The Note shall be dated as of the Closing Date, shall be in an aggregate principal amount equal to the Principal Amount, and shall be payable in installments on the dates and in the amounts specified in the Note.
- (c) Interest on the Note shall bear interest at 5.5975% per annum (calculated on the per annum basis of a 360-day year consisting of twelve 30-day months).

In no event shall the interest rate on the Note exceed the Maximum Interest Rate.

Section 2.4 Note Payments. All Note Payments shall be made by the Fiscal Agent to the Lender as set forth in Schedule I to the Note; provided, however, such payments shall be adjusted to reflect any changes to the Service and Assessment Plan or any prepayment made hereunder.

Section 2.5 Note Payments Due on Business Days. If the regularly scheduled due date for a Note Payment is not a Business Day, the due date for such payment shall be the next succeeding Business Day, and payment made on such succeeding Business Day shall have the same force and effect as if made on the regularly scheduled due date.

Section 2.6 Optional Prepayment of Note. The Corporation shall have the right to prepay the Note in whole or in part on a pro rata basis without penalty or any additional costs on or after October 1, 2029.

Section 2.7 Mandatory Prepayment of Note. The Corporation shall prepay the Note in an amount and on such dates as required in Section 6.06 of the Interlocal Agreement and as set forth in the Fiscal Agent Agreement.

Section 2.8 Pledge of Pledged Revenues. Subject only to the provisions of this Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein, in accordance with the provisions of this Agreement and the PID Act, the Corporation hereby pledges to the Fiscal Agent for the benefit of the Lender, and grants thereto a lien on and a security interest in, all of the Pledged Revenues.

Section 2.9 Assignment. The Corporation hereby transfers, assigns and conveys to the Fiscal Agent for the benefit of the Lender, its successors and assigns, forever, all of the Corporation's right, title and interest in, to and under the Interlocal Agreement.

ARTICLE III

SPECIAL AGREEMENTS

Section 3.1 Obligations of Corporation Unconditional.

(a) The obligation of the Corporation to make the payments required hereunder shall be a special limited obligation payable solely from the Pledged Revenues. The Corporation shall pay all such amounts without abatement, diminution, or deduction (whether for taxes or otherwise) regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment, or counterclaim that the Corporation may have or assert against the Lender or any other person. Notwithstanding the foregoing, the Corporation's obligation to make the payments required hereunder shall be a special limited obligation payable solely from the Pledged Revenues, and shall never be a charge against the general credit or taxing powers of the City, the State of Texas, any political subdivision or agency of the States of Texas.

(b) Until such time as the Note is fully paid the Corporation:

- (i) will not suspend or discontinue, or permit the suspension or discontinuance of any Note Payment;
- (ii) will perform and observe all of its other agreements contained in this Agreement;
- (iii) except by full payment and retirement of the Note will not terminate this Agreement for any cause other than default by the Lender; and
- (iv) will not pledge, bargain, sell, convey, or place or allow any lien to be placed on the assets pledged pursuant to Section 2.8.

Section 3.2 Agreement as Security Agreement.

(a) An executed copy of this Agreement shall constitute a security agreement pursuant to applicable law with the Fiscal Agent for the benefit of the Lender as the secured party. The lien, pledge, and security interest of the Fiscal Agent for the benefit of the Lender created in this Agreement shall become effective immediately upon the Closing, and the same shall be continuously effective for so long as the Note is outstanding.

(b) A fully executed copy of this Agreement and the proceedings authorizing it shall be filed as a security agreement among the permanent records of the Corporation. Such records shall be open for inspection to any member of the general public and to any person proposing to do or doing business with, or asserting claims against, the Corporation, at all times during regular business hours.

(c) Chapter 1208, Texas Government Code, as amended, applies to the issuance of the Note and the pledge of the Pledged Revenues granted by the Corporation under Section 2.8 of this Agreement, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Note is outstanding and unpaid such that the pledge of the Pledged Revenues granted by the Corporation hereunder is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the perfection of the Fiscal Agent's security interest in said pledge, the Corporation agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

Section 3.3 Financial Statements and Reports. For so long as any amounts remain outstanding under the Note, the Corporation agrees to comply with the requirements of the Continuing Disclosure Agreement.

Section 3.4 Existence. While this Agreement is in effect, the Corporation shall maintain its governmental existence and qualification to do business in the State of Texas, and may not liquidate, dissolve, or voluntarily suspend business.

REPRESENTATIONS

Section 4.1 Representations of Lender. To the knowledge of the undersigned officers of the Lender, the Lender represents to the Corporation the following:

(a) The Lender has all necessary power and authority to enter into and perform under this Agreement.

(b) The Lender has taken all actions required to authorize and execute this Agreement and to perform its obligations hereunder and the execution, delivery, and performance by the Lender of and compliance with the provisions of this Agreement will not conflict with any existing law, regulation, rule, decree, or order or any agreement or other instrument by which the Lender is bound.

Section 4.2 Representations by the Corporation. To the knowledge of the undersigned officers of the Corporation, the Corporation represents, warrants, and covenants to the Lender as follows:

(a) The Corporation is a nonprofit governmental corporation created by the City under the Act; has all of the rights, powers, privileges, authority, and functions given by the general laws of the State of Texas, except as otherwise provided in the Act; and is authorized by the Act to borrow money and to execute and to enter into this Agreement and to undertake the transactions contemplated herein and to carry out its obligations hereunder with the approval of the City.

(b) The Corporation has all requisite power, authority, and legal right to execute and deliver the Loan Documents, the Corporation Documents and all other instruments and documents to be executed and delivered by the Corporation pursuant thereto and to perform and observe the provisions thereof and to carry out the transactions contemplated by the Loan Documents. All action on the part of the Corporation which is required for the execution, delivery, performance, and observance by the Corporation of the Loan Documents and the Corporation Documents has been duly authorized and effectively taken, and such execution, delivery, performance, and observation by the Corporation do not contravene applicable law or any contractual restriction binding on or affecting the Corporation.

(c) By resolution the Corporation has duly approved the borrowing of funds from the Lender, and such resolution has not been repealed, rescinded, or revoked; no other authorization or approval or other action by, and no notice to or filing with any governmental authority or regulatory body is required as a condition to the performance by the Corporation of its obligations under any of the Loan Documents and the Corporation Documents.

(d) The Loan Documents, the Corporation Documents and all other documents to which the Corporation is a party and contemplated hereby or thereby have been duly authorized and are legally valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms.

(e) There is no default of the Corporation in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument or instruments or agreements under and subject to which any indebtedness for borrowed money has been incurred which does or could affect the validity and enforceability of the Loan Documents or the ability of the Corporation to perform its obligations thereunder, and no event has occurred and is continuing

under the provisions of any such instrument or agreement which constitutes or, with the lapse of time or the giving of notice, or both, would constitute such a default.

(f) There is no pending or threatened action or proceeding before any court, governmental agency, department, or arbitrator (i) to restrain or enjoin the execution or delivery of the Loan Documents or the Corporation Documents or the collection of any of the Corporation's Pledged Revenues to pay the Note, (ii) in any way contesting or affecting the authority for the execution and delivery or the validity of the Loan Documents or the Corporation Documents, or (iii) in any way contesting the levy of the Pledged Revenues or the existence of the Corporation or the title or powers of the officers of the Corporation.

(g) In connection with the authorization, execution, and delivery of this Agreement and the Note, the Corporation has complied with all provisions of the laws of the State, including the Act.

(h) The execution and delivery of the documents contemplated hereunder do not violate any provision of any instrument or agreement to which the Corporation is a party or by which it is bound.

(i) The Corporation has, by proper action, duly authorized the execution and delivery of this Agreement.

(j) The Corporation is not in default under or in violation of the Constitution or any of the laws of the State relevant to the issuance of the Note or the consummation of the transactions contemplated hereby or in connection with such issuance, and has duly authorized the issuance of the Note and the execution and delivery of this Agreement. The Corporation agrees that it will do or cause to be done in a timely manner all things necessary to preserve and keep in full force and effect its existence, and to carry out the terms of this Agreement and the Note.

(k) The Corporation shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of interest on this Agreement under Section 103 of the Code. Without limiting the generality of the foregoing, the Corporation shall comply with the requirements of the Tax Certificate, to be provided by the Corporation to the Lender and shall provide to the Lender, and file with the Internal Revenue System an executed Form 8038-G related to this Agreement.

(l) No written information, exhibit or report furnished to the Lender by the Corporation in its application for financing or by the Corporation or its representatives in connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, that the representation in this subsection is made only to the Lender and may not be relied upon by any other Person.

Section 4.3 Permits or Licenses. In the event that it may be necessary for the proper performance of this Agreement on the part of the Corporation that any application or applications for any permit or license to do or to perform certain things be made to any governmental or other

agency by the Corporation, the Corporation shall execute such application or applications and shall otherwise comply with regulatory requirements, as applicable.

REMEDIES

Section 5.1 Remedies Available.

(a) Upon the occurrence of any Event of Default and at any time thereafter for so long as the Event of Default has not been cured, the Lender and/or the Fiscal Agent at the direction of the Lender or its assignee may take any action at law or in equity to collect all amounts then due under this Agreement and the enforcing of compliance with any other obligation of the Corporation under this Agreement.

(b) Upon the occurrence of any Event of Default and at any time thereafter for so long as the Event of Default has not been cured, the Lender and/or the Fiscal Agent at the direction of the Lender or its assignee may proceed against the Corporation for the purposes of protecting and enforcing the rights of the Lender under this Agreement and the Interlocal Agreement, by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby enjoin any action or thing that may be unlawful or in violation of any right of the Lender hereunder or any combination of such remedies.

(c) In addition to the remedies provided in subsection (a) of this Section, the Lender and the Fiscal Agent shall, to the extent permitted by law, be entitled to recover the costs and expenses, including attorney's fees and court costs, incurred by the Lender and/or the Fiscal Agent in the proceedings authorized under subsection (a) of this Section.

Section 5.2 Application of Money Collected. Any money collected as a result of the taking of remedial action pursuant to this Article V, including money collected as a result of foreclosing the liens of this Agreement, shall be applied by the Fiscal Agent as set forth in the Fiscal Agent Agreement.

Section 5.3 Restoration of Rights. If any action taken as a result of an Event of Default is discontinued or abandoned for any reason, or is determined adversely to the interests of the Lender, or if an Event of Default is cured, all parties shall be deemed to be restored to their respective positions and rights under the Loan Documents as if such Event of Default had not occurred; provided, that the foregoing shall not operate to extinguish any rights that accrue to the Lender either as a result of such action or during the pendency thereof.

Section 5.4 Non-Exclusive Remedies. No remedy conferred upon or reserved to the Lender by this Agreement is intended to be exclusive of any other available remedy, and each such remedy shall be in addition to any other remedy given under this Agreement or the other Loan Documents or now or hereafter existing at law or in equity.

Section 5.5 Delays. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof, and all such rights and powers may be exercised as often as may be deemed expedient.

Section 5.6 Limitation on Waivers. If an Event of Default is waived, such waiver shall be limited to the particular Event of Default so waived and shall not be deemed a waiver of any other Event of Default; provided, that no waiver of an Event of Default shall be effective unless such waiver is made in writing.

ARTICLE VI

DISCHARGE

Section 6.1 Discharge by Payment. When the Note has been paid in full or when the Corporation has made payment to the Lender, or to the Fiscal Agent for the benefit of the Lender, of the whole amount due or to become due under the Note (including all interest that has accrued thereon or that may accrue to the date of maturity or prepayment, as applicable), and all other amounts payable by the Corporation under this Agreement have been paid, the liens of this Agreement shall be discharged and released, and the Lender, upon receipt of a written request by the Corporation and the payment by the Corporation of all expenses with respect thereto, shall discharge and release, or causes to be discharged and released, the lien of this Agreement and execute and deliver to the Corporation such releases or other instruments as shall be requisite to release the lien hereof.

Section 6.2 Termination. If the Corporation shall pay or cause to be paid or there shall otherwise be paid to the Lender all Pledged Revenues at the times and in the manner stipulated herein, then the Lender shall cease to be entitled to the pledge of the Pledged Revenues provided herein, and all agreements, covenants and other obligations of the Corporation hereunder shall thereupon cease, terminate and become void and this Agreement shall be discharged and satisfied. In such event, the Lender shall execute and deliver to the Corporation all such instruments as may be necessary or desirable to evidence such discharge and satisfaction.

ARTICLE VII

MODIFICATION OF DOCUMENTS

Section 7.1 Amendments Require Consent of Lender. The Corporation may not amend, or agree or consent to amendment of, the Corporation Documents without the prior written consent of the Lender. The Lender may not amend, or agree or consent to amendment of, the Corporation Documents without the prior written consent of the Corporation.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Term of Agreement. This Agreement shall become effective upon the Closing Date and shall continue in full force and effect until all obligations of the Corporation under this Agreement and the Note have been fully paid.

Section 8.2 Notices.

(a) All notices, certificates, or other communications required by or made pursuant to this Note Agreement shall be in writing and given by certified or registered United States Mail, return receipt requested, addressed as follows and including an email copy:

(i) if to the Lender:

Preston Hollow Capital, LLC
Attention: John Dinan, General Counsel
1717 Main Street, Suite 3900
Dallas, Texas 75201
E-Mail: jdinan@phcllc.com

(ii) if to the Corporation:

River Creek Development Corporation
Attention: Chair
500 W. Live Oak Street
Hutto, Texas 78634
E-mail: odis.jones@huttotx.gov
bbingham@mcginnislaw.com

(iii) If to the Fiscal Agent:

UMB Bank, N.A.
6034 W. Courtyard Dr., Suite 370
Austin, Texas 78730
Email: jose.gaytan@umb.com

(b) The Corporation and the Lender may designate any further or different addresses to which subsequent notices shall be sent.

(c) Except as otherwise provided by this Agreement, any communication delivered by mail in compliance with this section is deemed to have been given as of the date of deposit in the mail.

(d) A provision of this Agreement that provides for a specific method of giving notice or otherwise conflicts with this section supersedes this section to the extent of the conflict.

Section 8.3 Binding Effect, Assignment. This Agreement shall (i) be binding upon the Corporation, its successors and assigns, and (ii) inure to the benefit of and be enforceable by the Lender and its successors, transferees and assigns; provided that the Corporation may not assign all or any part of this Agreement without the prior written consent of the Lender or if such action would cause the income from the Agreement to be considered subject to federal income taxes. The Note is not negotiable and not registered. The Lender may assign, transfer, or grant participations in all or any portion of this Agreement, the Note, or any of its rights or security hereunder, including without limitation, the instruments securing the Corporation's obligations under this

Agreement; provided that any such assignment, transfer, or grant shall be made only to a financial institution whose primary business is the lending of money and the Lender shall give written notice to the Corporation of such assignment, transfer or grant prior to such assignment, transfer or grant becoming effective.

Section 8.4 Entire Agreement. The Corporation Documents contain the entire agreement between the parties, and there are no other representations, endorsements, promises, agreements, or understandings, oral or written, express or implied, between the Corporation and the Lender.

Section 8.5 Severability. If any part of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability thereof shall not affect the remainder of this Agreement.

Section 8.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same document.

Section 8.7 Governing Law and Venue. All disputes, claims, defenses, controversies or causes of action (whether in contract or tort) that may be based upon, arise out of or relate hereto, including as to any representation or warranty made by the Corporation in or in connection with this Agreement or as an inducement to enter into this Agreement, shall be governed by and construed in accordance with the laws of the State, without regard to any conflicts of laws principles.

Section 8.8 Waiver of Personal Liability. No Corporation Director, or City Council Member shall be individually or personally liable for the payment of any principal of, premium, if any, or interest on the Note or any costs incidental thereto or any amount under this Agreement or be subject to personal liability or accountability by reason of the execution and delivery of this Agreement. No Corporation Director or City Council Member shall be individually liable for the breach of any representation, warranty or agreement contained herein.

Section 8.9 Declaration of Intent. The Corporation understands and acknowledges that the Arizona Industrial Development Authority (the “**Authority**”), a nonprofit corporation designated a political subdivision of the State of Arizona, has established the AZIDA Land Secured Bond Pooling Program (the “**Program**”), pursuant to which the Authority issues, from time to time, bonds, notes or other evidences of indebtedness (“**Bonds**”), the proceeds of which are used to purchase or otherwise acquire land secured obligations such as this Loan Agreement and the Note. The Corporation understands and acknowledges that the Lender has reserved the right to and may sell, transfer and assign its right, title and interest in and to this Loan Agreement to the Fiscal Agent and sell, transfer, and assign the Note to the Authority, or to a commercial bank acting as trustee for the Bonds (the “**Trustee**”), and that the Note Payments, and other amounts payable under this Loan Agreement and the Note will be pledged to the payment of and as security for the Bonds. The Corporation hereby consents to and approves such sale, transfer and assignment by the Lender to the Authority of this Loan Agreement and the Note, on such terms as may be agreed upon by the Lender, and hereby further consents to and approves the enforcement by the Fiscal Agent, Authority or the Trustee, as applicable, in accordance with the provisions hereof, of the Lender’s rights under this Loan Agreement and the Note. Upon the sale, transfer and assignment

of the Note to the Authority or the Trustee, the Corporation shall, if so requested in writing by the Authority or Trustee or if required by the documents executed in connection with the issuance of the Bonds, as applicable, make payment of Note Payments, and any other amounts payable under this Loan Agreement, directly to the Authority or the Trustee, as applicable instead of first to the Fiscal Agent. Notwithstanding the foregoing, the Lender acknowledges and agrees that any future sale or assignment of its rights under the Loan Agreement and the Note, including in connection with the described Bonds, shall be in compliance with the then applicable federal securities laws.

Section 8.10 Liability of the Corporation. The Corporation shall not be liable for any costs, expenses, losses, damages, claims or actions under or by reason of or in connection with this Agreement, except as set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective duly authorized officers as of the date first above written.

PRESTON HOLLOW CAPITAL, LLC

By: _____
Name: Cliff Weiner
Title: Managing Director

**RIVER CREEK DEVELOPMENT
CORPORATION**

By _____
Chair

ATTEST:

By _____
Secretary

EXHIBIT A

Principal Amount
\$9,455,000.00

September 5, 2019

Form of Note

PROMISSORY NOTE

RIVER CREEK DEVELOPMENT CORPORATION (the "*Corporation*") for value received, hereby promises to pay to the order of the **PRESTON HOLLOW CAPITAL, LLC**, and its successor or assigns (the "*Lender*"), at its offices located at 1717 Main Street, Dallas, Texas 75201 in lawful money of the United States of America, the principal sum of NINE MILLION FOUR HUNDRED FIFTY FIVE THOUSAND 00/100 DOLLARS.

All capitalized terms which are used but not defined in this Note shall have the same meanings as in the Loan Agreement dated September 5, 2019, between the Corporation and the Lender (such Loan Agreement, together with all amendments or supplements thereto, being the "*Loan Agreement*").

In addition to the principal sum referred to in the first paragraph of this Note, the Corporation also agrees to pay interest on the outstanding principal balance at 5.5975% per annum (calculated on the per annum basis of a 360-day year consisting of twelve 30-day months).

Notwithstanding any other provisions of this Note, interest payable on this Note, together with any other costs, consideration, or payments in the nature of and constituting interest under applicable law (whether denominated as interest or as any other type of payment hereunder or thereunder, respectively) shall not exceed, and shall automatically be reduced to, the Maximum Interest Rate; and all such costs, consideration, and payments constituting interest shall be pro-rated, spread, and allocated, to the fullest extent permitted by law, to such periods and loan amounts as will cause the money so paid or received to conform to and comply with applicable law and the Maximum Interest Rate.

The principal and interest of this Note are due and payable in the amounts and on the dates set forth in Schedule I attached hereto.

This Note is authorized under the Loan Agreement and is subject to, and is executed in accordance with, all of the terms, conditions, and provisions thereof. A fully executed copy of the Loan Agreement is on file in the permanent records of the Corporation and is open for inspection to any member of the general public and to any person proposing to do business with, or asserting claims against, the Corporation, at all times during regular business hours.

The principal of and interest on this Note are payable from the Corporation's Pledged Revenues, as described in and subject to the limitations contained in the Loan Agreement.

Except as otherwise provided in the Loan Agreement, the Corporation waives all demands for payment, presentations for payment, protests, notices of protests, and all other demands and notices, to the extent permitted by law.

All agreements between the Corporation and holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment, or otherwise, shall the interest contracted for, charged, received, paid, or agreed to be paid to the holder hereof, exceed the maximum permissible by applicable law. If, from any circumstances whatsoever, interest would otherwise be payable to the holder hereof in excess of the Maximum Interest Rate, then the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstances the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the Maximum Interest Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Corporation. All interest paid or agreed to be paid to the holder hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period of the subject loan until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between the Corporation and the holder hereof.

THIS NOTE AND THE LOAN AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

NEITHER THE CITY OF HUTTO, TEXAS, THE STATE OF TEXAS, NOR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATES OF TEXAS SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE, EXCEPT TO THE EXTENT THAT THE CORPORATION IS OBLIGATED TO MAKE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY OF HUTTO, TEXAS, THE STATE OF TEXAS OR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATES OF TEXAS IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE, EXCEPT TO THE EXTENT THE CORPORATION HAS PLEDGED THE PLEDGED REVENUES DESCRIBED ABOVE TO MAKE THE NOTE PAYMENTS.

Principal due on this Note may be voluntarily prepaid pursuant to the provisions of Section 2.6 of the Loan Agreement. Principal due on this Note shall be mandatorily prepaid in accordance with Section 2.7 of the Loan Agreement. Any prepayments of Principal on this Note shall be paid without penalty or any additional prepayment costs.

If a date for the payment of the principal of or interest on the Note is a Saturday, Sunday, legal holiday, or a day on which the Lender is authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal

holiday, or day on which such banking institution is authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Note shall be governed in all respects by the laws of the State of Texas as described in the Loan Agreement and of the United States of America.

IN WITNESS WHEREOF, this Note has been duly executed in accordance with law as of September 5, 2019.

**RIVER CREEK DEVELOPMENT
CORPORATION**

By: _____
Chair

ATTEST:

By: _____
Secretary

SCHEDULE I

Loan Payments

Closing Date: October 8, 2019

Note Payment Date	Note Principal	Note Interest	Semi-Annual Total	Annual Total
4/1/2020	-	\$254,330.96	\$254,330.96	
10/1/2020	50,000.00	264,621.81	314,621.81	568,952.77
4/1/2021	-	263,222.44	263,222.44	
10/1/2021	100,000.00	263,222.44	363,222.44	626,444.88
4/1/2022	-	260,423.69	260,423.69	
10/1/2022	105,000.00	260,423.69	365,423.69	625,847.38
4/1/2023	-	257,485.00	257,485.00	
10/1/2023	110,000.00	257,485.00	367,485.00	624,970.00
4/1/2024	-	254,406.38	254,406.38	
10/1/2024	115,000.00	254,406.38	369,406.38	623,812.76
4/1/2025	-	251,187.81	251,187.81	
10/1/2025	120,000.00	251,187.81	371,187.81	622,375.62
4/1/2026	-	247,829.31	247,829.31	
10/1/2026	130,000.00	247,829.31	377,829.31	625,658.62
4/1/2027	-	244,190.94	244,190.94	
10/1/2027	135,000.00	244,190.94	379,190.94	623,381.88
4/1/2028	-	240,412.63	240,412.63	
10/1/2028	140,000.00	240,412.63	380,412.63	620,825.26
4/1/2029	-	236,494.38	236,494.38	
10/1/2029	150,000.00	236,494.38	386,494.38	622,988.76
4/1/2030	-	232,296.25	232,296.25	
10/1/2030	160,000.00	232,296.25	392,296.25	624,592.50
4/1/2031	-	227,818.25	227,818.25	
10/1/2031	165,000.00	227,818.25	392,818.25	620,636.50
4/1/2032	-	223,200.31	223,200.31	
10/1/2032	175,000.00	223,200.31	398,200.31	621,400.62
4/1/2033	-	218,302.50	218,302.50	
10/1/2033	185,000.00	218,302.50	403,302.50	621,605.00
4/1/2034	-	213,124.81	213,124.81	
10/1/2034	195,000.00	213,124.81	408,124.81	621,249.62
4/1/2035	-	207,667.25	207,667.25	
10/1/2035	210,000.00	207,667.25	417,667.25	625,334.50

Schedule I

4128-8091-5996.7

4/1/2036	-	201,789.88	201,789.88	
10/1/2036	220,000.00	201,789.88	421,789.88	623,579.76
4/1/2037	-	195,632.63	195,632.63	
10/1/2037	230,000.00	195,632.63	425,632.63	621,265.26
4/1/2038	-	189,195.50	189,195.50	
10/1/2038	245,000.00	189,195.50	434,195.50	623,391.00
4/1/2039	-	182,338.56	182,338.56	
10/1/2039	260,000.00	182,338.56	442,338.56	624,677.12
4/1/2040	-	175,061.81	175,061.81	
10/1/2040	275,000.00	175,061.81	450,061.81	625,123.62
4/1/2041	-	167,365.25	167,365.25	
10/1/2041	290,000.00	167,365.25	457,365.25	624,730.50
4/1/2042	-	159,248.88	159,248.88	
10/1/2042	305,000.00	159,248.88	464,248.88	623,497.76
4/1/2043	-	150,712.69	150,712.69	
10/1/2043	325,000.00	150,712.69	475,712.69	626,425.38
4/1/2044	-	141,616.75	141,616.75	
10/1/2044	340,000.00	141,616.75	481,616.75	623,233.50
4/1/2045	-	132,101.00	132,101.00	
10/1/2045	360,000.00	132,101.00	492,101.00	624,202.00
4/1/2046	-	122,025.50	122,025.50	
10/1/2046	380,000.00	122,025.50	502,025.50	624,051.00
4/1/2047	-	111,390.25	111,390.25	
10/1/2047	405,000.00	111,390.25	516,390.25	627,780.50
4/1/2048	-	100,055.31	100,055.31	
10/1/2048	430,000.00	100,055.31	530,055.31	630,110.62
4/1/2049	-	88,020.69	88,020.69	
10/1/2049	455,000.00	88,020.69	543,020.69	631,041.38
4/1/2050	-	75,286.38	75,286.38	
10/1/2050	480,000.00	75,286.38	555,286.38	630,572.76
4/1/2051	-	61,852.38	61,852.38	
10/1/2051	505,000.00	61,852.38	566,852.38	628,704.76
4/1/2052	-	47,718.69	47,718.69	
10/1/2052	535,000.00	47,718.69	582,718.69	630,437.38
4/1/2053	-	32,745.38	32,745.38	
10/1/2053	570,000.00	32,745.38	602,745.38	635,490.76
4/1/2054	-	16,792.50	16,792.50	
10/1/2054	600,000.00	16,792.50	616,792.50	633,585.00
	\$9,455,000.00	\$12,376,976.73	\$21,831,976.73	\$21,831,976.73

Schedule I

4128-8091-5996.7

**RIVER CREEK DEVELOPMENT CORPORATION
(MUSTANG CREEK PUBLIC IMPROVEMENT DISTRICT PROJECT)**

LOAN PLACEMENT AGREEMENT

September 5, 2019

River Creek Development Corporation
Attention: Odis Jones, City Manager
500 West Live Oak Street
Hutto, Texas 78634

Preston Hollow Capital, LLC
Attention: John Dinan
1717 Main Street
Dallas, Texas 75201

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company Incorporated (the “Loan Placement Agent”) enters into this Loan Placement Agent Agreement (this “Agreement”) with the River Creek Development Corporation (the “Borrower”) and Preston Hollow Capital, LLC (the “Lender”) which will be binding upon the Borrower, the Lender and the Loan Placement Agent upon the acceptance of this Agreement by the Borrower. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement (defined herein) between the Borrower and the Lender, relating to the Loan (defined herein).

1. Placement of Loan. Upon the terms and conditions and upon the basis of the representations, warranties and covenants set forth herein and in the Loan Agreement (to the extent that such representations inure to the benefit of the Loan Placement Agent as provided in Section 3 hereof, the Loan Placement Agent hereby agrees to use its best efforts to place the Loan with the Lender behalf of the Borrower on terms consistent with the Loan Agreement and mutually agreeable to the Borrower and the Lender. For its services hereunder, on the Closing Date and concurrent with the execution of the Loan Agreement, the Borrower will pay a fee equal to \$42,275 (the “Fee”) to the Loan Placement Agent and the fees and expenses of counsel to the Loan Placement Agent (“Loan Placement Agent’s Counsel”) in the amount of \$80,368 (the “Counsel Fee”). On the Closing Date, the Borrower shall pay or cause to be paid the Fee to the Loan Placement Agent and the Counsel Fee to Loan Placement Agent’s Counsel by wire transfer or immediately available funds. The Fee does not include any services the Loan Placement Agent may render in the future to the Borrower.

The Borrower acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Borrower and the Loan Placement Agent in which the Loan Placement Agent is not acting as a municipal advisor, financial advisor or fiduciary to the Borrower; (ii) the Loan Placement Agent has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Loan Placement Agent has provided other services or is currently providing other services to the Borrower on other matters); (iii) the only obligations the Loan Placement Agent has to the Borrower with respect to the transaction contemplated hereby expressly are set forth in this Agreement; (iv) the Borrower has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate; and (v) the use of the term "Agent" with reference to this Agreement and the role of Loan Placement Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such terms are used merely as a matter of market custom and intended to create or reflect only an independent contractor relationship between contracting parties and Loan Placement Agent acts as an independent broker-dealer and exercises its own independent judgment in connection with its rights and duties under this Agreement.

The Loan shall have the terms as outlined in the Loan Agreement. Closing of the Loan shall take place on October 8, 2019 (or such other date as may be agreed to by the Borrower, and the Loan Placement Agent) (the "Closing Date").

2. Authorization Instruments and Law. The Loan is authorized by a resolution approved by the Borrower on September 5, 2019 (the "Resolution") and shall be authorized by Chapter 431, Texas Transportation Code and Chapter 372, Texas Local Government Code, as amended (collectively, the "Act") and the Bylaws of the Borrower. The Loan shall be substantially in the form described in, and shall be secured under the provisions of, the Loan Agreement.

The City of Hutto, Texas (the "City") has created the Mustang Creek Public Improvement District (the "District") and Hutto1660, LP (the "Developer") has agreed to develop the District. The City has formed the Borrower to help facilitate development in and manage the District. The Lender and the Borrower have entered into the Loan Agreement dated September 5, 2019 (the "Loan Agreement") pursuant to which the Lender has agreed to loan the Borrower the proceeds for the Loan for the purpose of providing funds to the Borrower to finance the costs of the Public Improvements, which costs include certain soft costs and fees relating to the Loan to be paid by the Borrower from the proceeds of the Loan. The City and the Borrower have entered into the Interlocal Agreement dated September 5, 2019 (the "Interlocal Agreement") pursuant to which the Borrower has agreed to cause the construction of the Public Improvements and the City has agreed to purchase the Public Improvements from the Borrower, the purchase price for which shall be the sum of all Installment Payments under the Interlocal Agreement (the "Purchase Price"). The Borrower and the Developer have entered into the Construction Contract dated September 5, 2019 (the "Construction Contract") under which the Borrower has appointed the Developer as its "Construction Manager," with full responsibility for the design, designation of easement locations, facilities site designations and acquisitions, supervision of construction and the bidding and letting of construction contracts for the construction of the

Public Improvements. The payment of the Purchase Price under the Interlocal Agreement is secured by special assessments within the District (the “Assessments”), levied by the City on September 5, 2019. The Loan Agreement is secured by a pledge of all Installment Payments made pursuant to the Interlocal Agreement (the “Pledged Payments”), and monies to be transferred under the Loan Agreement and the Interlocal Agreement shall be held and disbursed pursuant to that Fiscal Agent Agreement by and between the Borrower, the Lender and UMB Bank, N.A. (the “Fiscal Agent”), dated as of September 5, 2019 (the “Fiscal Agent Agreement”).

The Loan is a limited obligation of the Borrower and are payable, as to the principal of and interest thereon, solely from the Pledged Payments as described in the Loan Agreement.

3. Borrower Agreements, Representations and Covenants.

- (a) The Borrower agrees that the representations of the Borrower set forth in Section 4.2 of the Loan Agreement shall inure to the benefit of the Loan Placement Agent
- (b) Borrower has not participated in the preparation of any summary document prepared relating to the Construction Manager and the Public Improvements.
- (c) The Borrower further represents that:
 - i. any statements made by the Borrower to the Lender to induce it to execute the Loan (including any materials provided to the Loan Placement Agent for that purpose) were accurate and not misleading;
 - ii. all documentation necessary to effectuate the execution of the Loan shall be consistent with characterization of the Loan as such and not as a security; and
 - iii. there shall be no CUSIP for the Loan and the Loan shall not be DTC-eligible.

4. Lender Representations.

(a) The Lender has been provided with, or given access to, all financial and other information it has requested of the Developer and the Borrower in connection with the Loan.

(b) The Lender has such information and experience in financial and business matters that it is capable of evaluating the merits and risks of the Loan and considers it prudent to make the Loan for the benefit of the Borrower.

(c) The Lender understands that no formal offering statement, prospectus, offering circular or other comprehensive offering document containing material information with respect to the Loan or the Developer is being issued with respect to the Loan. The Lender has made its own inquiry and analysis with respect to the Loan and the security therefore and other material factors affecting the security for and the payment of the Loan. The Lender hereby acknowledges that it is not relying upon, and waives any

requirements of due diligence in investigation or inquiry on the part of the Loan Placement Agent and that Loan Placement Agent has not made any representations concerning the accuracy or completeness of any information supplied to the Lender.

(d) The Lender presently intends to book and hold the Loan as a loan in its loan portfolio. To the extent the word “Bond” or “Note” may have been used in any way to reference the debt instrument, the Lender acknowledges that the word “Bond” or “Note” is for convenience only and not intended to indicate that the instrument is a security within the meaning of the Securities Act of 1933.

5. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the Borrower, the Lender and the Loan Placement Agent, the Borrower will deliver the closing documents hereinafter mentioned to Orrick, Herrington & Sutcliffe, LLP (“Loan Counsel”), or a place to be mutually agreed upon by the Borrower, the Lender and the Loan Placement Agent. The Lender will deliver funds to fund the Loan as set forth in the Loan Agreement and to pay the costs of certain Public Improvements, including the soft costs therefor as described in Section 1 hereof by wire transfer in federal funds payable to the order of the Borrower or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the “Closing.” Documents relating to the Loan will be made available to the Loan Placement Agent and the Lender for inspection not less than twenty-four (24) hours prior to the Closing.

6. Closing Conditions. The Loan Placement Agent has entered into this Agreement in reliance upon the representations and covenants herein and the performance by the Borrower of their respective obligations under this Agreement both as of the date hereof and as of the date of the Closing. The Lender’s and the Loan Placement Agent’s obligations under this Agreement are and shall be subject to the following additional conditions:

(a) Bring-Down Representations of the Borrower. The representations and covenants of the Borrower contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

(b) Executed Agreements and Performance Thereunder. At the time of the Closing (i) the Borrower Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented; (ii) the Assessment Ordinance shall be in full force and effect; (iii) there shall be in full force and effect such other resolutions or actions of the Borrower as, in the opinion of Loan Counsel and Counsel to the Borrower, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Borrower described in the Borrower Documents; and (iv) the Borrower shall perform or have performed its obligations required or specified in the Borrower Documents to be performed at or prior to Closing.

(c) No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving

of notice, shall constitute an event of default under the Borrower Documents or other documents relating to the Loan.

(d) Closing Documents. At or prior to the Closing, the Lender shall have received each of the documents required under Section 7 below.

7. Closing Documents. At or prior to the Closing, the Lender shall receive the following documents, and shall confirm receipt of the same to the Loan Placement Agent:

(a) Loan Counsel Opinion. The approving opinion of Loan Counsel, dated the Closing Date.

(b) Borrower Legal Opinion. An opinion of counsel to the Borrower, dated the Closing Date in substantially the form attached hereto as Appendix A.

(c) Lender Letter. Lender shall execute a Lender Letter in the form attached to this Agreement as Appendix E and in form and substance acceptable to the Loan Placement Agent and addressed to the Loan Placement Agent and the Borrower.

(d) Borrower Certificate. A certificate of the Borrower, dated the Closing Date, to the effect that:

(i) the representations of the Borrower contained herein and in the Borrower Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Borrower Documents are in full force and effect and have not been amended, modified, or supplemented.

(e) Delivery of Borrower Documents and Additional Transaction Documents. The Borrower Documents shall have been executed and delivered.

(f) Form 8038. Evidence that the federal tax information form 8038-G has been prepared by Loan Counsel for filing.

(g) Federal Tax Certificate. A certificate of the Borrower in form and substance satisfactory to Loan Counsel setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Loan will be used in a manner that would cause the Loan to be "arbitrage Loan" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

(h) Developer Representation Agreement. The Representation, Warranty and Indemnification Agreement dated as of September 5, 2019 (the "Developer Representation Agreement") by and among the Lender, the Developer and the Loan Placement Agent shall have been executed and delivered in a form and content

satisfactory to the Loan Placement Agent, and the documents to be delivered pursuant to Section 4 thereof have been delivered in a form satisfactory to the Lender.

(i) Continuing Disclosure Agreements. The Continuing Disclosure Agreement of the Developer and the City and Corporation Disclosure Agreement each shall have been executed by the parties thereto in forms acceptable to the Lender.

(j) City Legal Opinion. An opinion of counsel to the City, dated the Closing Date in substantially the form attached hereto as Appendix B.

(k) Borrower Closing Certificate. A certificate of the Borrower dated the Closing Date in substantially the form attached hereto as Appendix C.

(l) City Closing Certificate. A certificate of the Borrower dated the Closing Date in substantially the form attached hereto as Appendix D.

(m) Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Loan Placement Agent or their counsel may reasonably deem necessary.

The obligation of the Borrower hereunder to deliver the Note shall be subject to receipt on or before the date of the Closing the opinion of Loan Counsel described in Section 7(a) and the receipt of all documents required to be delivered to the Lender hereunder.

If the Borrower shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Lender and the Loan Placement Agent shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Lender, the Loan Placement Agent, the Borrower shall have no further obligation hereunder, except as further set forth in Sections 8, 9 and 11 hereof.

8. Securitization Bonds.

The Borrower understands and agrees that the Lender may take steps to securitize the revenues to be received under the Loan through the issuance of pooled municipal bonds (the "Securitization Bonds") and that the Securitization Bonds shall be sold to purchasers by an underwriter or placement agent for such Securitization Bonds (the "Securitization Bond Underwriter"), which Securitization Bond Underwriter may be the Loan Placement Agent. If Securitization Bonds are issued, the Borrower agrees as follows:

(a) Offering Document. The Borrower will cooperate and provide information relating to the Borrower (collectively, the "Borrower Information") as requested by the Securitization Bond Underwriter as necessary in connection with the preparation of any offering materials (including any amendments or supplements to such offering materials) to be utilized by the Securitization Bond Underwriter in the marketing of the Securitization Bonds (the "Offering Document") such that the Borrower Information does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated in the Offering Document or necessary to

make the statements in the Offering Document, in light of the circumstances under which they were made, not misleading.

(b) Bring Down Certificate: The Borrower shall deliver to the Bond Securitization Underwriter a certificate or certificates of the Borrower, dated the delivery date of the Securitization Bonds, to the effect that:

(i) the Borrower Information set forth in the Offering Document is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, as of the date thereof;

(ii) although the Borrower has not verified and does not assume any responsibility for the accuracy, completeness, or fairness of the information contained in the Offering Document other than the Borrower Information, and without independent verification, no facts came to the Developer's attention to lead it to believe that the Offering Document, as of its date or as of the date of Closing (except for financial, forecast, technical and statistical statements and data therein and the information regarding The Depository Trust Company and its book-entry only system, in each case as to which it is not called upon to comment) contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

9. Costs and Expenses.

The Loan Placement Agent shall be under no obligation to pay, and the Borrower shall cause to be paid, but only from proceeds of the Loan, the following expenses incident to the issuance of the Loan and performance of the Borrower's obligations hereunder: (i) closing costs relating to the Loan; (ii) the fees and expenses of Loan Counsel relating to the Loan, or the fees and expenses of Loan Placement Agent's Counsel relating to the Loan, (iii) any application or administrative fee of the Borrower, (iv) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the Borrower or in connection with the Loan, and (vi) the expenses incurred by or on behalf of Borrower employees and representatives that are incidental to the closing of the Loan and the performance by the Borrower of its obligations under this Agreement. The Corporation shall not be responsible for the payment of any closing costs incurred at the time of issuance of the Securitization Bonds.

10. Notice. Any notice or other communication to be given to the Borrower under this Agreement may be given by delivering the same in writing to the Borrower at its address on the first page hereof. Any notice or other communication to be given to the Lender under this Agreement may be given by delivering the same in writing to the Lender at its address on the first page hereof.

Any notice or other communication to be given to the Loan Placement Agent under this Agreement may be given by delivering the same in writing to: Stifel, Nicolaus & Company Incorporated, 501 N. Broadway, St. Louis, MO 63102, (314) 342-2153, Attention: Laura Radcliff.

11. Entire Agreement. This Agreement is made solely for the benefit of the Lender, the Borrower and the Loan Placement Agent (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the Borrower's representations and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Lender or the Loan Placement Agent, provided the Borrower shall have no liability with respect to any matter of which the Loan Placement Agent has actual knowledge prior to the purchase of the Loan; or (ii) delivery of any Loan fund pursuant to the Loan Agreement. The agreements contained in this Section and in Section 12 shall survive any termination of this Agreement.

12. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation or warranty in the instrument in question.

13. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

14. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

16. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Lender, the Loan Placement Agent or the Borrower without the prior written consent of the other parties hereto.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

**STIFEL, NICOLAUS & COMPANY
INCORPORATED,**
as Loan Placement Agent

By: _____
Name: _____
Title: _____

**RIVER CREEK DEVELOPMENT
CORPORATION**

By: _____
Name: _____
Title: _____

PRESTON HOLLOW CAPITAL, LLC

By: _____
Name: _____
Title: _____

APPENDIX A

FORM OF BORROWER'S COUNSEL OPINION

[CLOSING DATE], 2019

Stifel, Nicolaus & Company Incorporated
501 N. Broadway
St. Louis, MO 63102

Winstead PC
500 Winstead Building
2728 N. Harwood St.
Dallas, Texas 75201

Orrick, Herrington & Sutcliffe
609 Main Street, 40th Floor
Houston, Texas 77002

Preston Hollow Capital, LLC
1717 Main Street
Dallas, Texas 75201

River Creek Development Corporation
Attention: Chair
500 W. Live Oak Street
Hutto, Texas 78634

Ladies and Gentlemen:

We are the Attorney for the River Creek Development Corporation (the "Corporation") for limited purposes, and are rendering this opinion in connection with that certain loan from Preston Hollow Capital, LLC (the "Lender") to the Corporation for the purpose of constructing certain public improvements (the "Public Improvements") in the Hutto Mustang Creek Public Improvement District (the "District") formed by the City of Hutto, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act"). The City will purchase the Public Improvements from the Corporation (the "Purchase") pursuant to an Interlocal Agreement dated September 5, 2019, by and between the Corporation and the City (the "Interlocal Agreement").

In connection with rendering this opinion, we have reviewed the following documents (the "Transaction Documents"):

(a) The resolution adopted by the Board of Directors of the Corporation (the "Authorizing Resolution") on September 5, 2019 authorizing the execution and delivery of the Loan Agreement, the Note, and the Continuing Disclosure Agreement (each as defined herein);

(b) The Loan Agreement dated September 5, 2019 between the Authority and the Corporation;

(c) The promissory note from the Corporation to the Authority, dated as of September 5, 2019;

(d) The Interlocal Agreement

(e) the Loan Placement Agent Agreement dated as of September 5, 2019 among the Corporation, the Lender and Stifel, Nicolaus & Company Incorporated; and

(e) the Fiscal Agent Agreement dated as of September 5, 2019 among the Corporation, the Lender and UMB Bank, N.A.; and

(f) The Continuing Disclosure Agreement, dated as of September 5, 2019, executed and delivered by the City, the Corporation, Development Planning & Financing Group, Inc., the Lender and UMB Bank, N.A. (the “Continuing Disclosure Agreement”).

In addition to the Transaction Documents, other documents we have reviewed in rendering this opinion, and upon which we have relied, include the following (the “Corporation Documents”):

(a) A resolution adopted September 20, 2018 of the City Council of the City of Hutto approving the creation of the Corporation pursuant to Chapter 431, Texas Transportation Code, as amended (“Chapter 431”);

(b) The Corporation’s Certificate of Formation as filed with the Secretary of State of the State of Texas on September 9, 2018 (the “Certificate of Formation”);

(c) A certified copy of the Corporation’s Bylaws and any amendments thereto;

(d) A Certificate of Existence of the Corporation dated _____, 2019; and

(e) Such other documents and records of the Corporation and certificates of directors and officers of the corporation as we have deemed necessary to render this opinion.

In all such examinations, we have assumed that all signatures on documents and instruments executed by the Corporation are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, we have assumed the due authorization, execution and delivery of the Corporation Documents by all parties other than the Corporation.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The Corporation is validly formed and existing pursuant to Chapter 431 and has all necessary power and authority to enter into and perform its obligations under the Transaction Documents and the Corporation Documents. The Corporation has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Transaction Documents and the performance of its obligations thereunder.

2. To our knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the Corporation: (a) affecting the existence of the Corporation or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the Corporation, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the collection of the Pledged Revenues (as such term is defined in the Loan Agreement) from the City pursuant to the Loan Agreement, (d) contesting or affecting the validity or enforceability or the Corporation’s performance under the Corporation Documents, or (e) which may result in any material adverse change relating to the financial condition of the Corporation.

3. Whenever our opinion with respect to the existence or absence of facts is qualified by the phrase “to our knowledge” it is intended to mean that (i) during the course of our engagement by the Corporation, as of the date hereof no information has come to the attention of William H. Bingham as the Attorney for the Corporation that would give us actual knowledge of the existence of such facts and (ii)

we have not undertaken any independent investigation to determine the existence or absence of such facts outside of the materials furnished to or obtained by William H. Bingham in the course of his engagement by the Corporation and no inference as to our knowledge as to such matters should be drawn from the fact of our representation of the Corporation.

As to various questions of fact material to our opinions, we have relied upon certificates and written statements of representatives of the Corporation.

4. The Authorizing Resolution was duly enacted by the Board of Directors of the Corporation and remains in full force and effect on the date hereof.

5. The Transaction Documents have been duly authorized, executed and delivered by the Corporation and remain legal, valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their terms. However, the enforceability of the obligations of the Corporation under such Corporation Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

6. To our knowledge, the performance by the Corporation of the obligations under the Transaction Documents will not violate any provision of any Federal or Texas constitutional or statutory provision.

7. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the Corporation as a condition precedent to the performance by the Corporation of its obligations under the Transaction Documents.

8. The adoption of the Authorizing Resolution and the execution and delivery of the Transaction Documents and the compliance with the provisions of the Transaction Documents under the circumstances contemplated thereby, to our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the Corporation a breach of or default under any agreement to which the Corporation is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the Corporation a violation, breach of or default under any existing law, regulation, court order or consent decree to which the Corporation is subject.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

ATTORNEY FOR THE CORPORATION

APPENDIX B

FORM OF CITY ATTORNEY OPINION

[LETTERHEAD OF CITY ATTORNEY]

[CLOSING DATE], 2019

Stifel, Nicolaus & Company Incorporated
501 N. Broadway
St. Louis, MO 63102

Winstead PC
500 Winstead Building
2728 N. Harwood St.
Dallas, Texas 75201

Orrick, Herrington & Sutcliffe
609 Main Street, 40th Floor
Houston, Texas 77002

Preston Hollow Capital, LLC
1717 Main Street
Dallas, Texas 75201

City of Hutto, Texas
500 W. Live Oak Street
Hutto, Texas 78634

Ladies and Gentlemen:

We are the Attorney for the City of Hutto, Texas (the “City”) for limited purposes, and are rendering this opinion in connection that certain loan from Preston Hollow Capital, LLC (the “Lender”) to the River Creek Development Corporation (the “Corporation”) for the purpose of constructing certain public improvements (the “Public Improvements”) in the Hutto Mustang Creek Public Improvement District (the “District”) formed by the City pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “Act”). The City will purchase the Public Improvements from the Corporation (the “Purchase”) pursuant to an Interlocal Agreement dated September 5, 2019, by and between the Corporation and the City (the “Interlocal Agreement”).

In connection with rendering this opinion, we have reviewed the:

(a) Resolution No. _____ (the “Creation Resolution”) enacted by the City Council on _____, 2019;

(b) Ordinance No. _____ approved by City Council on September 5, 2019, and the Service and Assessment Plan attached as an exhibit thereto (the “Assessment Ordinance”);

(c) Resolution No. _____ (the “River Creek Resolution”) approved by City Council on September 5, 2019, approving certain agreements involving River Creek Development Corporation, the City and other parties.

(d) The Interlocal Agreement;

(e) the Construction Contract, dated September 5, 2019 between Hutto1660, LP (the “Developer”) and the Corporation (the “Construction Contract”); and

(f) The Continuing Disclosure Agreement, dated as of September 5, 2019, executed and delivered by the City, the Corporation, Development Planning & Financing Group, Inc., the Lender and UMB Bank, N.A. (the “Continuing Disclosure Agreement”).

The Creation Resolution, the Assessment Ordinance, and the River Creek Resolution shall herein after be referred to as the “Authorizing Documents” and the remaining documents shall herein after be collectively referred to as the “City Documents.”

In all such examinations, we have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, we have assumed the due authorization, execution and delivery of the City Documents by all parties other than the City.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the City Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the City Documents and the performance of its obligations thereunder.

2. To our knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the levy or collection of special assessments in the District pursuant to the provisions of the Assessment Ordinance and the Service and Assessment Plan referenced therein or, (d) contesting or affecting the validity or enforceability or the City’s performance of the City Documents, or (e) which may result in any material adverse change relating to the financial condition of the City.

3. Whenever our opinion with respect to the existence or absence of facts is qualified by the phrase “to our knowledge” it is intended to mean that (i) during the course of our engagement by the City of Hutto, as of the date hereof no information has come to the attention of William H. Bingham as the City Attorney for the City of Hutto that would give us actual knowledge of the existence of such facts and (ii) we have not undertaken any independent investigation to determine the existence or absence of such facts outside of the materials furnished to or obtained by William H. Bingham in the course of his engagement by the City of Hutto and no inference as to our knowledge as to such matters should be drawn from the fact of our representation of the City of Hutto.

As to various questions of fact material to our opinions, we have relied upon certificates and written statements of representatives of the City of Hutto.

4. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

5. The City Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity,

and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

6. To our knowledge, the performance by the City of the obligations under the Authorizing Documents and the City Documents will not violate any provision of any Federal or Texas constitutional or statutory provision.

7. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents.

8. The adoption of the Authorizing Documents and the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City Documents under the circumstances contemplated thereby, to our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

ATTORNEY FOR THE CITY

APPENDIX C

FORM BORROWER CLOSING CERTIFICATE

In connection with the issuance by the loan (the “Loan”) from Preston Hollow Capital, LLC (the “Lender”) to the River Creek Development Corporation (the “Corporation”) pursuant to that certain Loan Agreement dated as of September 5, 2019 between the Lender and the Corporation (the “Loan Agreement”), the Corporation DOES HEREBY CERTIFY the following:

1. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Loan Agreement.

2. The Corporation, a public nonprofit corporation, duly formed by the City Council of the City of Hutto, Texas (the “City”) pursuant to Subchapter D, Chapter 431, Texas Transportation Code, as amended (“Chapter 431”) and the Texas Nonprofit Corporation Law, Chapter 22, Business Organizations Code, has been organized to help facilitate development in and manage the Mustang Creek Public Improvement District (the “District”).

3. The Corporation has delivered true, correct, complete and fully executed copies of (i) a Resolution adopted September 20, 2018 of the City Council of the City of Hutto approving the creation of the Corporation pursuant to Chapter 431, (ii) the Corporation’s Certificate of Formation as filed with the Secretary of State of Texas on September 9, 2018 (the “Certificate of Formation”), (iii) a certified copy of the Corporation’s Bylaws and any amendments thereto; and (iv) a Certificate of Existence of the Corporation (the “Corporation’s Organizational Documents”), and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

4. The Corporation has executed and delivered each of the below listed documents (individually, a “Corporation Document” and collectively, the “Corporation Documents”) in the capacity provided for in each such Corporation Document, and each such Corporation Document constitutes a valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms:

(a) that certain Loan Agreement dated September 5, 2019 between the Authority and the Corporation;

(b) that certain Interlocal Agreement dated September 5, 2019 between the City and the Corporation;

(c) the promissory note from the Corporation to the Lender dated September 5, 2019;

(d) that certain Continuing Disclosure Agreement, dated as of September 5, 2019 executed and delivered by the City, the Corporation, Development Planning & Financing Group, Inc. (the “Administrator”), the Lender and UMB Bank, N.A., as dissemination agent (the “Continuing Disclosure Agreement”);

(e) that certain Resolution adopted by the Board of Directors of the Corporation on September 5, 2019 authorizing the execution and delivery of the Loan Agreement, the Note, and the Continuing Disclosure Agreement (each as defined herein); and

(f) that certain Construction Contract dated September 5, 2019 between the Corporation and Hutto1660, LP.

5. The Corporation has complied in all material respects with all of the Corporation's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Corporation under the Corporation Documents on or prior to the date hereof.

6. The execution and delivery of the Corporation Documents by the Corporation does not violate any judgment, order, writ, injunction or decree binding on the Corporation or any indenture, agreement, or other instrument to which the Corporation is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Corporation that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on such ability of the Corporation to perform its obligations under the Corporation Documents.

7. The Corporation is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

Dated: [CLOSING DATE], 2019

**RIVER CREEK DEVELOPMENT
CORPORATION**

By: _____
President

APPENDIX D

FORM CITY CLOSING CERTIFICATE

In connection with the issuance by the loan (the “Loan”) from Preston Hollow Capital, LLC (the “Lender”) to the River Creek Development Corporation (the “Corporation”) pursuant to that certain Loan Agreement dated as of September 5, 2019 between the Lender and the Corporation (the “Loan Agreement”), which Loan Agreement is secured by a pledge of payments to be made by the City of Hutto, Texas (the “City”) to the Corporation pursuant to that Interlocal Agreement between the City and the Corporation dated as of September 5, 2019 (the “Interlocal Agreement”), the City DOES HEREBY CERTIFY the following:

1. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Loan Agreement.

2. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents (as such term is defined in the opinion of counsel to the City delivered in connection with the Loan) and the City Documents (as defined herein). The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the City Documents and the performance of its obligations thereunder.

3. To our knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the levy or collection of special assessments in the District pursuant to the provisions of the Assessment Ordinance and the Service and Assessment Plan referenced therein (d) contesting or affecting the validity or enforceability or the City’s performance of the City Documents, or (e) which may result in any material adverse change relating to the financial condition of the City.

4. The City has executed and delivered each of the below listed documents (individually, a “City Document” and collectively, the “City Documents”) in the capacity provided for in each such City Document, and each such City Document constitutes a valid and binding obligation of the City, enforceable against the City in accordance with its terms:

(a) that certain Interlocal Agreement; and

(b) that certain Continuing Disclosure Agreement, dated as of September 5, 2019 executed and delivered by the City, the Corporation, Development Planning & Financing Group, Inc. (the “Administrator”), the Lender and UMB Bank, N.A., as dissemination agent (the “Continuing Disclosure Agreement”).

5. The City has complied in all material respects with all of the City’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the City under the City Documents on or prior to the date hereof.

6. The execution and delivery of the City Documents by the City does not violate any judgment, order, writ, injunction or decree binding on the City or any indenture, agreement, or other instrument to which the City is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the City that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on such ability of the City to perform its obligations under the City Documents.

Dated: [CLOSING DATE], 2019

CITY OF HUTTO, TEXAS

By: _____
City Manager

APPENDIX E
FORM OF LENDER LETTER

Stifel, Nicolaus & Company Incorporated
501 N. Broadway
St. Louis, MO 63102

Re: Loan to River Creek Development Corporation relating to Public Improvements
 constructed in the Mustang Creek Public Improvement District

Ladies and Gentlemen:

Preston Hollow Capital, LLC (the “Lender”) hereby certifies as follows with regard to the Loan Agreement, dated as of September 5, 2019 (the “Loan Agreement”), by and between the River Creek Development Corporation (the “Borrower”) and the Lender relating to Public Improvements constructed in the Mustang Creek Public Improvement District, as evidenced by a Note from the Borrower to the Lender (the “Note”), placed by Stifel, Nicolaus & Company, Incorporated (the “Placement Agent”) with the Lender pursuant to the Loan Placement Agreement by and among the Lender, the Placement Agent and the Borrower (the “Loan Placement Agreement”):

1. The Lender has full power and authority to carry on its business as now conducted, deliver this letter and make the representations and certifications contained herein.

2. The Lender is a non-bank lender that regularly extends credit to state and local governments by making loans the repayment obligations under which are evidenced by obligations such as the Loan; has knowledge and experience in financial and business matters that make it capable of evaluating the Borrower, the Loan and the risks associated with the extension of credit evidenced by the Loan Agreement and the Note; and has the ability to bear the economic risk of extending the credit evidenced by the Loan Agreement and the Note. The Lender is not acting as a broker, dealer, municipal securities underwriter, municipal advisor or fiduciary in connection with its extension of credit evidenced by the Loan Agreement and the Note.

3. The Lender has conducted its own investigation of the financial condition of the Borrower, the purpose for which the Note is being executed and delivered and of the security for the payment of the principal of and interest on the Loan, and has obtained such information regarding the Loan and the Borrower and its operations, financial condition and financial prospects as the Lender deems necessary to make an informed decision with respect to its extension of credit evidenced by the Loan Agreement and the Note. The Lender further acknowledges and agrees that it has not relied upon the Borrower or the Placement Agent for any information in connection with the Loan.

E-1

4. The Lender is extending credit to the Borrower evidenced by the Loan Agreement and the Note and is acquiring the Loan for its own loan account and without any present intention of distributing, assigning, or selling any interest therein or portion thereof, provided that the Lender retains the right at any time to dispose of the Loan or any interest therein or portion thereof, but agrees that any such sale, transfer or distribution by the Lender shall be made, in accordance with applicable law and the provisions of the Loan, the Loan Agreement, and related documents, to (a) an affiliate of the Lender, (b) one or more lenders, or (c) the Arizona Industrial Development Authority (“AZIDA”) or its designee in relation to any “Program” (as such term is defined in the Loan Agreement), provided that in the event of a transfer to AZIDA, AZIDA shall work with the underwriter of any “Bonds” (as such term is defined in the Loan Agreement) to determine what, if any, transfer restrictions shall be imposed and provided further that any such transfer shall be in compliance with the then applicable federal securities laws. The Lender and its assignees further retain the right to sell or assign participation interests in the Loan to one or more entities listed in (a) or (b) of this Section 4, provided that any participation, custodial or similar agreement under which multiple ownership interests in the Loan are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees to act on their behalf with respect to the rights and interests of the registered owner of the Note, including with respect to the exercise of rights and remedies of the registered owner on behalf of such owners upon the occurrence of an event of default under the Loan Agreement.

5. The Lender acknowledges that (a) the Note (i) has not been registered under the Securities Act of 1933, as amended, (ii) has not been registered or otherwise qualified for sale under the securities laws of any state, and (iii) will not be listed on any securities exchange and (b) there is no established market for the Note and that none is likely to develop. The Lender understands and acknowledges that (a) the Note is not intended to be a security, (b) the Lender will treat the Note as a loan and not a security for accounting purposes, and (c) the Note will neither be assigned a CUSIP number nor made DTC eligible.

6. The Lender is acting solely for its own account and not as a fiduciary for the Borrower or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor, or fiduciary. The Lender has not provided, and will not provide, financial, legal (including securities law), tax, accounting, or other advice to or on behalf of the Borrower (including to any financial advisor or any placement agent engaged by the Borrower) with respect to the structuring or delivery of the Loan. The Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Borrower with respect to the transactions relating to the structuring or delivery of the Loan and the discussions, undertakings, and procedures leading thereto. Each of the Borrower, its financial advisor, and its placement agent has sought and shall seek and obtain financial, legal (including securities law), tax, accounting, and other advice (including as it relates to structure, timing, terms, and similar matters and compliance with legal requirements applicable to such parties) with respect to the Loan from its own financial, legal, tax, and other advisors (and not from the undersigned or its affiliates) to the extent that the Borrower, its financial advisor, or its placement agent desires to, should, or needs to obtain such advice. The Lender expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements

applicable to any other party, including but not limited to the Borrower's financial advisor or placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the Borrower's financial advisor or placement agent, with respect to any such matters. The transactions between the Borrower and the Lender are arm's-length, commercial transactions in which the Lender is acting and has acted solely as a principal and for its own interest, and the Lender has not made recommendations to the Borrower with respect to the transactions relating to the Loan.

PRESTON HOLLOW CAPITAL, LLC

By _____
Name _____

REPRESENTATION, WARRANTY, AND INDEMNIFICATION AGREEMENT

This Representation, Warranty and Indemnification Agreement dated as of September 5, 2019 (this “Agreement”) is executed and delivered by and among the River Creek Development Corporation (the “Corporation”), Hutto1660, LP (the “Developer”), Preston Hollow Capital, LLC (the “Lender”) and Stifel, Nicolaus & Company Incorporated (the “Loan Placement Agent”) with respect to that certain loan (the “Loan”) made to the Corporation by the Lender, which Loan is expected to finance the construction of certain Public Improvements for which the Developer will serve as Construction Manager. The parties hereto hereby agree as follows:

1. Terms. Terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. The Parties hereto acknowledge and agree that: (i) the transaction contemplated by this Agreement is an arm’s length, commercial transaction between the Corporation and the Lender and the Loan Placement Agent in which the Loan Placement Agent is not acting as a municipal advisor, financial advisor or fiduciary to the Corporation or the Developer; (ii) the Loan Placement Agent has not assumed any advisory or fiduciary responsibility to the Corporation or the Developer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Loan Placement Agent has provided other services or is currently providing other services to the Corporation or Developer on other matters); (iii) the only obligations the Loan Placement Agent has to the Corporation or the Developer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; (iv) the Corporation and the Developer have consulted their own legal, accounting, tax, financial and other advisors, as applicable, to the extent they have deemed appropriate; and (v) the use of the term “Solicitor” or “Agent” with reference to this Agreement and the role of the Loan Placement Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such terms are used merely as a matter of market custom and intended to create or reflect only an independent contractor relationship between contracting parties and the Loan Placement Agent exercises its own independent judgment in connection with its rights and duties under this Agreement.

3. Developer Representations, Warranties and Covenants. In order to induce the Lender to make the Loan to the Corporation and for the Corporation to enter into the Construction Contract with the Developer, and as consideration for, among other things, the solicitation of the Loan from the Lender by the Loan Placement Agent and the execution and delivery of the Loan Agreement by the Corporation, the Developer represents, warrants and covenants to the Loan Placement Agent and the Corporation that:

(a) Due Organization, Existence and Authority of the Developer. The Developer is duly formed and validly existing as a limited partnership under the laws of the State of Texas, with full rights, power and authority to execute, deliver and perform its obligations under:

(i) this Agreement;

(ii) the Continuing Disclosure Agreement of Developer, executed and delivered by the Developer, Development Planning and Financing Group, Inc., as Administrator, and UMB Bank, N.A., as Dissemination Agent, effective as of September 5, 2019 (the “Developer Continuing Disclosure Agreement”);

(iii) the Construction Contract;

(iv) the Landowner Agreement between the Developer and the City of Hutto, Texas dated as of September 5, 2019 (the “Landowner Agreement”);

(v) any other documents and certificates of the Developer described in any of the foregoing (i) through (iv) above (collectively, the “Developer Documents”).

(b) Organizational Documents. The copies of the organizational documents of the Developer, delivered on the Closing Date (the “Developer Organizational Documents”), are fully executed, true, correct and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

(c) Due Authorization and Approval. By all necessary action, the Developer has duly authorized and approved its execution and delivery of the Developer Documents and the performance by the Developer of its obligations contained in the Developer Documents as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(d) No Breach or Default. To the best of the Developer’s knowledge, the execution and delivery of the Developer Documents by the Developer and compliance by the Developer with the provisions thereof under the circumstances described therein do not and will not in any material respect conflict with or constitute on the part of the Developer a breach or default under (i) any order, writ, judgment, injunction, decree, determination or award of any governmental authority against or with respect to the Developer, or (ii) any agreement or instrument to which the Developer is a party or by which it is bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would, in any material respect, constitute a default or an event of default by the Developer under the Developer Documents.

(e) No Litigation. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, regulatory body, public board or body pending, or, to the best knowledge of the Developer, threatened against or affecting the Developer:

(i) (A) in any way questioning the due formation and valid existence of the Developer; (B) in any way challenging the titles of the Developer’s officers or members executing the Developer Documents, (C) in any way contesting or affecting the validity or enforceability or the execution and delivery by the Developer of the Developer Documents or the consummation of the transactions

described therein; or (D) in any way questioning or contesting the construction and development of the Public Improvements.

(ii) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of the Developer or its managing member, or would (A) affect the creation, organization, existence, or powers of the Developer or the Developer's managing member, (B) in any way question or affect this Agreement, the Developer Documents or the transactions described in this Agreement or the Developer Documents or (C) adversely affect (1) the transactions contemplated by, or the validity or enforceability of, the Loan, the Loan Agreement, the Interlocal Agreement, the Service and Assessment Plan, this Agreement, (2) the tax-exempt status of interest on the Loan, or (3) the financial condition of the Developer or the Developer's ability to complete the Public Improvements.

(f) Information. The information prepared and submitted by the Developer to the Corporation or the Lender in connection with Loan, including all information relating to the Borrower, the Loan and the Public Improvements, was, and is, as of this date, true and correct in all material respects.

(g) Agreement. The Developer covenants that, while the Loan and any Securitization Bonds (as defined herein) are outstanding, the Developer will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn the Mustang Creek Public Improvement District (the "District"), the validity of the Developer Documents, the levy or collection of the Assessments or the validity of the Loan or the proceedings relating to their issuance.

(h) Permits, Licenses, Etc. The Developer has obtained and there are currently in force and effect, or the Developer is not aware of any fact that will prevent the Developer from receiving at or prior to the Closing Date or by the date required or necessary therefor, all consents, permits, licenses, certificates and other approvals (governmental or otherwise) required of it that:

(i) are necessary to conduct the Developer's business as it is currently being conducted;

(ii) would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance of its obligations under this Agreement, the Developer Documents and any other material agreement or instrument to which they are a party and which is to be used or contemplated for use in the consummation of the transactions described herein or by the Loan Agreement or the Construction Contract relating to the financing and construction of the Public Improvements; or

(iii) are necessary for the acquisition, construction and operation of the Public Improvements.

(i) Events of Default. To the best of the Developer's knowledge, no "Event of Default" or "event of default" by the Developer under any of the Developer Documents, any documents to which Developer or is a party, or under any Documents relating to the financing and construction of the Public Improvements to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default," by the Developer has occurred and is continuing.

(j) Financing. Other than the Assessments, no debt will be issued nor will any additional liens be placed on the property within the District in order to complete the construction of the Public Improvements unless such debt or additional liens are subordinate to the liens created by the levy of the Assessments, and the Developer provides written notice of such subordination to the lender of such subordinate debt and the City.

(k) Taxes and Assessments. All ad valorem taxes and assessments are current on the property which the Developer owns within the District.

(l) Intentional Actions Regarding Representations and Warranties. The Developer covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

4. Closing Conditions. The closing of the Loan with the Lender shall be subject to the following additional conditions:

(a) Bring-Down Representations of the Developer. The representations and covenants of the Developer contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

(b) No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Developer Documents, or other documents relating to the financing and construction of the Project, and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of such Developer to complete the Public Improvements.

(c) Developer Certificate. Delivery of a certificate or certificates of the Developer, dated the Closing Date, to the effect that:

(i) the representations and warranties of the Developer contained herein and in the Developer Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Developer Documents have been properly executed by the Developer, have not been amended or rescinded, and the delivery and due performance thereof by the Developer have been authorized by the Developer;

(iii) to the best of the Developer's knowledge after due inquiry, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, regulatory body, public board or body pending, or, to the best knowledge of the Developer, threatened against or affecting the Developer:

(1) (A) in any way questioning the due formation and valid existence of the Developer; (B) in any way challenging the titles of the Developer's officers or members executing the Developer Documents, (C) in any way contesting or affecting the validity or enforceability or the execution and delivery by the Developer of the Developer Documents or the consummation of the transactions described therein; or (D) in any way questioning or contesting the construction and development of the Public Improvements; and

(2) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of the Developer or its managing member, or would (A) affect the creation, organization, existence, or powers of the Developer or the Developer's managing member, (B) in any way question or affect this Agreement, the Developer Documents or the transactions described in this Agreement or the Developer Documents or (C) adversely affect (i) the transactions contemplated by, or the validity or enforceability of, the Construction Contract, the Service and Assessment Plan, the Loan Agreement, the Interlocal Agreement, or this Agreement, (ii) the tax-exempt status of interest on the Loan, or (iii) the financial condition of the Developer or the Developer's ability to complete the Public Improvements; and

(iv) the Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer hereunder or prior to the Closing.

(d) Organizational Documents and Good Standing. The Developer shall have delivered fully executed copies of the Developer Organizational Documents and (i) a Certificate of Fact from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

(e) Developer Documents. The Developer Documents shall have been executed and delivered by the parties thereto.

(f) Evidence of Filing of Creation Resolution, Landowner Agreement and Assessment Ordinance. Delivery of evidence to the Lender and the Loan Placement Agent that (i) the resolution creating the District, including legal description of the

District by metes and bounds, the Landowner Agreement and (ii) the ordinance levying the Assessments, including the assessment rolls and a statement indicating the contact for and address of where a copy of the Service and Assessment Plan, and any updates thereto may be obtained or viewed, have been filed of record in the real property records of Williamson County, Texas.

(g) Evidence of Ownership of Property. Delivery of evidence that on the date that the Assessment Ordinance was adopted all of the Assessed Parcels were owned by the Developer, other development entities, or such landowners that are not entities that may claim a homestead right under Texas law.

(h) Executed Agreements and Performance Thereunder. At the time of the Closing (a) the Developer Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented; (b) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Metcalfe Wolff Stuart & Williams, LLP, counsel to the Developer (“Developer’s Counsel”), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in this Agreement, the Developer Documents; and (c) the Developer shall perform or have performed its obligations required or specified in the Developer Documents to be performed at or prior to Closing.

(i) Opinion of Developer’s Counsel. Delivery of an opinion of Developer’s Counsel dated the Closing Date and addressed to the Lender, Loan Placement Agent and Loan Placement Agent’s Counsel, with respect to matters relating to the Developer.

5. Securitization Bonds.

The Developer and the Corporation understand and agree that the Lender may take steps to securitize the revenues to be received under the Loan through the issuance of pooled municipal bonds (the “Securitization Bonds”) and that the Securitization Bonds shall be sold to purchasers by an underwriter or placement agent for such Securitization Bonds (the “Securitization Bond Underwriter”), which Securitization Bond Underwriter may be the Loan Placement Agent. If Securitization Bonds are issued, the Developer agrees as follows:

(a) Offering Document. The Developer will cooperate and provide information relating to the Developer (and any relevant affiliates), the Public Improvements, and the development in which the Public Improvements will be installed, and any financing for such Public Improvements (collectively, the “Developer Information”) as requested by the Securitization Bond Underwriter as necessary in connection with the preparation of any offering materials (including any amendments or supplements to such offering materials) to be utilized by the Securitization Bond Underwriter in the marketing of the Securitization Bonds (the “Offering Document”) such that the Developer Information does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated in the Offering Document or necessary to make the statements in the Offering Document, in light of the circumstances under which they were made, not misleading. Notwithstanding the

foregoing, it is hereby acknowledged and agreed that Developer shall not be responsible for any costs of issuance or other expenses associated with the Securitization Bonds (including without limitation underwriters discount, bond counsel fees, underwriter counsel, financial advisor fees, appraisals, market studies, etc.). Further, none of the funds contained in the Construction Account of the Project Fund held under the Fiscal Agent Agreement shall be used to pay costs of issuance or any other costs related to the Securitization Bonds.

(b) Bring Down Certificate: The Developer shall deliver to the Bond Securitization Underwriter a certificate or certificates of the Developer, dated the delivery date of the Securitization Bonds, to the effect that:

(i) the Developer Information set forth in the Offering Document is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, as of the date thereof;

(ii) although the Developer has not verified and does not assume any responsibility for the accuracy, completeness, or fairness of the information contained in the Offering Document other than the Developer Information, and without independent verification, no facts came to the Developer's attention to lead it to believe that the Offering Document, as of its date or as of the date of Closing (except for financial, forecast, technical and statistical statements and data therein and the information regarding The Depository Trust Company and its book-entry only system, in each case as to which it is not called upon to comment) contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) Assignment and Assumption of Developer Obligations. In the event that the Developer (i) sells the land in the District to a third party which is expected to be responsible for development of the land in the District (the "Developer Assignee"), the Developer covenants and agrees to assign its rights and obligations under the Developer Documents or any other document of the Developer relating to the Loan to the Developer Assignee, and require such Developer Assignee to assume the same, to the extent that such assignment and assumption is required in connection with the Securitization Bonds and (ii) covenants and agrees to require such Developer Assignee to assume the obligations of the Developer under this Section 5. The Lender and the Corporation hereby consent to such assignment provided that the Developer Assignee has assumed all rights and obligations of the Developer in accordance with the provisions of the Construction Contract and the Loan Agreement.

(d) Indemnification relating to Securitization Bonds. If Securitization Bonds are issued and the Loan Placement Agent serves as underwriter or placement agent for such Securitization Bonds, the Developer will indemnify and hold harmless the Loan

Placement Agent, and its officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, to the extent, but only to the extent, as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in any Offering Document or any amendment or supplement to any Offering Document amending or supplementing solely with respect to claims arising out of the Developer Information, or arise out of or are based upon the omission or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

The obligations of the Developer described in subparagraphs 5(a) and 5(b) of this Section 5 shall survive the Closing of the Loan and shall terminate on the delivery date for the Securitization Bonds. The obligations of the Developer contained in subparagraphs 5(c) and 5(d) above shall survive any termination of this Agreement.

6. Notice.

Any notice or other communication to be given to the Corporation under this Agreement may be given by delivering the same in writing to:

River Creek Development Corporation
Attention: Chair
500 W. Live Oak Street
Hutto, Texas 78634
E-mail: odis.jones@huttotx.gov
bbingham@mcginnislaw.com

Any notice or other communication to be given under this Agreement to the Developer may be given by delivering the same in writing to:

Hutto1660, LP
12306 Technology Blvd.
Austin, Texas 78727
Phone: 512-250-5888; Fax: 512-219-0414
E-mail: scott@packsaddlepartners.com

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attention: Steve Metcalfe
221 W. 6th, Suite 1300
Austin, Texas 78701
E-Mail: SMetcalfe@mwswtexas.com

Any notice or other communication to be given to the Loan Placement Agent under this Agreement may be given by delivering the same in writing to:

Stifel, Nicolaus & Company Incorporated
501 N. Broadway
St. Louis, MO 63102
Phone: (314) 342-2153,
Attention: Laura Radcliff
E-Mail: laura.radcliff@stifel.com

Any notice or other communication to be given to the Lender under this Agreement may be given by delivering the same in writing to:

Preston Hollow Capital, LLC
1717 Main Street, Suite 3900
Dallas, Texas 75201
E-Mail: jdinan@phcllc.com
Attention: John Dinan

7. Entire Agreement. This Agreement is made solely for the benefit of the Corporation, the Developer, Lender and the Loan Placement Agent (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the Developer's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Lender or the Loan Placement Agent; or (ii) delivery of any Loan Funds pursuant to this Agreement. The agreements contained in this Section shall survive any termination of this Agreement.

8. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

9. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

10. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

11. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

12. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by any party hereto without the prior written consent of the other parties hereto.

13. No Personal Liability. None of the members of the Board of Directors, nor any officer, representative, agent, or employee of the Corporation, shall be charged personally by the Loan Placement Agent or the Developer with any liability, or be held liable to the Loan Placement Agent or the Developer under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

IN WITNESS WHEREOF, the parties have caused this Developer Representation Agreement to be executed as of the date first set forth above.

**STIFEL, NICOLAUS & COMPANY
INCORPORATED,**
as Loan Placement Agent

By: _____
Name: _____
Title: _____

HUTTO 1660, LP,
a Texas Limited Partnership

By: Packsaddle Real Estate Partners, LLC
Its: General Partner

By: _____
Name: Scott Rempe
Title: Managing Member

**RIVER CREEK DEVELOPMENT
CORPORATION**

By: _____
Name: _____
Title: _____

PRESTON HOLLOW CAPITAL, LLC,
as Lender

By: _____
Name: _____
Title: _____

CONSTRUCTION CONTRACT

BETWEEN

RIVER CREEK DEVELOPMENT CORPORATION

AND

HUTTO1660, LP

CONSTRUCTION CONTRACT

This Construction Contract (this “**Agreement**”), dated as of _____, 2019 (the “**Effective Date**”), is entered into between **RIVER CREEK DEVELOPMENT CORPORATION** (the “**Corporation**”), and **HUTTO1660, LP**, , a Texas limited partnership, acting by and through its duly authorized representative, and its successors and assigns (the “**Construction Manager**”). Capitalized terms shall have the meanings given in this Agreement, in “**Exhibit A**” attached hereto, or in the Service and Assessment Plan (defined below).

Recitals:

WHEREAS, the Construction Manager owns that certain property spanning a contiguous area of approximately 153.34 acres of land, which land is located within the City of Hutto, Texas (the “**City**”), generally described on “**Exhibit B**”, attached hereto (the “**Property**”); and

WHEREAS, on June 7, 2018, the City Council passed and approved Resolution No. R-18-06-07-9C authorizing the creation of the Mustang Creek Public Improvement District (the “**District**”) pursuant to Chapter 372, Texas Local Government Code (the “**PID Act**”); and

WHEREAS, on June 20, 2019 the City Council passed and approved Resolution No. R-19-06-20-_____, amending the boundaries of the District to match the boundaries of the Property; and

WHEREAS, on June 20, 2019, the City Council of the City (the “**City Council**”) read and considered in open session an Ordinance (the “**Assessment Ordinance**”) that would (i) approve a Service and Assessment Plan and Assessment Roll for the District (as may be amended from time to time, the “**Service and Assessment Plan**”), attached hereto as “**Exhibit C**” that identifies the amount of certain assessments on benefited property within the District (the “**Assessments**”), (ii) establish the dates upon which interest on Assessments will begin to accrue and upon which collection of Assessments will begin, and (iii) levy the Assessments; and

WHEREAS, on August 22, 2019, concurrently with approving this Agreement, the City Council read and considered in open session the Assessment Ordinance for a second time, and adopted such Assessment Ordinance, with such Assessment Ordinance and the levy of the Assessments therein becoming effective thereby; and

WHEREAS, the District was created, in part, to undertake and finance certain of the improvements identified in the Service and Assessment Plan, as approved by the City Manager, (the “**Public Improvements**”), which Public Improvements are identified in “**Exhibit D**” attached hereto; and

WHEREAS, Assessments are reflected in the Service and Assessment Plan as approved by the City Council, as amended and updated annually as provided in the PID Act; and

WHEREAS, the Service and Assessment Plan and the Assessment Ordinance provide, in part, that each Assessment may be paid in full, and if an Assessment is not paid in full, such shall

be due and payable in Annual Installments (as defined in the Service and Assessment Plan) plus interest; and

WHEREAS, the Service and Assessment Plan and the Assessment Ordinance provide, pursuant to Section 372.018(f) of the PID Act, that if an Annual Installment of an Assessment becomes delinquent, such Annual Installment shall be due and payable plus interest, penalties, and expenses incurred or imposed with respect to any delinquent installments; and

WHEREAS, the Service and Assessment Plan allocated the cost of the Public Improvements to the Assessed Parcels proportionally based on the special benefits conferred to each Lot (as defined in the Service and Assessment Plan) or Parcel by the Public Improvements based on the ratio of the estimated buildout value of such Parcel or Lot to the estimated buildout value for all Assessed Property within the District; and

WHEREAS, all revenue received and collected by the City from the collection of the Assessments and Annual Installments (excluding Delinquent Collection Costs, and Administrative Expenses) (the “**Assessment Revenues**”) shall be deposited as required by the PID Act into an assessment fund created pursuant to the PID Act (the “**Assessment Fund**”); and

WHEREAS, the City created the River Creek Development Corporation (the “**Corporation**”) under Chapter 431 of the Texas Transportation Code, which Corporation is authorized to aid or act on behalf of the City to accomplish any governmental purpose of the City; and

WHEREAS, to finance construction and acquisition of the Public Improvements, which are components of a master planned community to be designed and constructed on the Property (the “**Project**”), the City consented to and authorized the Corporation to obtain a loan (the “**Loan**”) pursuant to an agreement (the “**Loan Agreement**”), dated of even date herewith, by and between the Corporation and Preston Hollow Capital, LLC (“**PHC**”); and

WHEREAS, the Loan Agreement provides that the Loan will be repaid from the collection of the Assessments; and

WHEREAS, proceeds of the Loan will be held in a collateralized, segregated account by UMB Bank, N.A (the “**Fiscal Agent**”), pursuant to a Fiscal Agent Agreement dated of even date herewith by and among PHC, the Corporation, and the Fiscal Agent (the “**Fiscal Agent Agreement**”), which proceeds will be used to pay for construction and acquisition of the Public Improvements pursuant to this Agreement; and

WHEREAS, the City and the Corporation entered into that certain Interlocal Agreement dated of even date herewith for, among other things, the purchase and sale of the Public Improvements, pursuant to Chapter 372.023(a) of the PID Act (the “**Interlocal Agreement**”); and

WHEREAS, in connection the engagement of the Construction Manager pursuant to this Agreement, the Corporation required the Construction Manager to enter into the Representation, Warranty and Indemnity Agreement with the Corporation, Stifel, Nicolaus & Company Incorporated (“**Stifel**”), and PHC dated of even date herewith (the “**Representation Agreement**”),

attached hereto as “**Exhibit H**”, which Representation Agreement provides, among other things, that PHC may securitize the revenues to be received under the Loan Agreement through the issuance of pooled municipal bonds (the “**Securitization Bonds**”); and

WHEREAS, under the terms of the Representation Agreement, if PHC elects to issue Securitization Bonds, the Construction Manager agreed that it, or its successors and assigns, would, among other things, (i) participate in the preparation of an offering document, (ii) provide a bring-down certificate, and (iii) provide indemnification to Stifel for claims based upon untrue or misleading information provided by the Construction Manager (or its assigns) in connection with the issuance of Securitization Bonds; and

WHEREAS, in connection with the Loan and in consideration of the engagement of the Construction Manager as Construction Manager and payment of the Contract Amount, the Corporation shall require the Construction Manager to enter into the Continuing Disclosure Agreements attached hereto as “**Exhibit I**” (the “**Continuing Disclosure Agreements**”); and

WHEREAS, the Corporation and the Construction Manager desire to enter into this contract whereby the Construction Manager will construct the Public Improvements to be sold to the City under the Interlocal Agreement; and

WHEREAS, all acts, conditions, and things required by law to exist, to have happened, and to have been performed precedent to and in connection with the execution and delivery of this Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. INCORPORATION OF RECITALS

The Recitals set forth above are incorporated herein and shall have the same force and effect as if set forth in this Article I.

ARTICLE II. SCOPE OF AGREEMENT

This Agreement establishes provisions for the construction of Public Improvements to be acquired by the City (Article IV), the acquisition and maintenance of Public Improvements within the District (Article IV), construction and payment for the Public Improvements (Article V), and the acceptance of certain Public Improvements (Article VI).

ARTICLE III. ASSESSMENTS

Section 3.01 Assessments

(a) Notwithstanding anything to the contrary contained herein or in the Service and Assessment Plan, the Construction Manager shall not be entitled to receive payment of any Assessment Revenues collected from the District.

(b) The Construction Manager hereby agrees, as to any property owned by the Construction Manager in the District, that the Assessments are covenants running with the land that (i) bind any and all current and successor owners of the applicable Property to the Assessments, including applicable penalties and interest thereon, as and when due and payable thereunder and (ii) provide that subsequent purchasers of such land take their title subject to and expressly assume the terms and provisions of the Assessments; and

(c) The liens created by the levy of the Assessments are a first and prior lien on the Property, subject only to liens for ad valorem taxes of the City, Williamson County, a school district, a special district, or another political subdivision, or to a lien of the Department of Treasury of the United States of America.

(d) The Construction Manager shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases any Assessed Parcel owned by such Construction Manager, or any portion thereof, for the purpose of constructing residential properties that are eligible for “homestead” designations under State law, to comply with, the Homebuyer Education Program described on “**Exhibit G**” attached to this Agreement. Such compliance obligation shall terminate as to each Lot (as defined in the Service and Assessment Plan) if, and when, there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a “**Builder**”) but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder. The Construction Manager shall contractually obligate each Builder who purchases any Assessed Parcel owned by the Construction Manager, or any portion thereof, for the purpose of constructing residential properties that are eligible for “homestead” designations under State law, to provide individual home buyers written notice, at or before closing, that the home buyer may ask the home buyer’s mortgage company to include the Annual Installments in the home buyer’s monthly escrow payment. The notice that must be provided to individual home buyers is attached as “**Exhibit G-1**”.

ARTICLE IV. CONSTRUCTION

Section 4.01 Designation of Construction Manager, Construction Engineers

(a) The Corporation hereby designates the Construction Manager, or its assignees, as the “**Construction Manager**” with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of the Public Improvements in accordance with the provisions of this Agreement, subject to certification by a certified public engineer licensed in the State of Texas hired by the Construction Manager to oversee construction of the

Public Improvements, and in accordance with applicable City regulations relating to the review, approval, inspection, and acceptance of infrastructure.

(b) Except as otherwise provided herein, inspection and acceptance of a Public Improvement being conveyed to the City will be in accordance with City Rules. Inspection and acceptance of the construction of all Public Improvements shall be performed by the City Construction Representative or its designees.

(c) The Construction Manager shall not be entitled to a separate construction management fee under this Agreement.

(d) The Corporation and the City Manager shall review and approve the consulting engineers for the Public Improvements and such consulting engineers shall be compensated as specified by the Construction Manager. If Construction Manager replaces the consulting engineer, the Construction Manager shall provide written notice to the Corporation and the City Manager of the replacement of the consulting engineer ten (10) days prior to the effective date of any such replacement. All consulting engineers shall be a public engineer licensed in the State of Texas.

Section 4.02 Designation of Construction Manager Subcontractor

The Corporation acknowledges and agrees that the Construction Manager may subcontract out all or some of the duties of Construction Manager to a third party. The Construction Manager may designate an individual, company, partnership, or other entity as a subcontractor for construction management services for the Public Improvements, provided that such designee has the technical capacity, experience, and expertise to perform such construction management duties or obligations. Any contract to subcontract Construction Manager duties under this Agreement shall be provided to the City and shall provide substantially the same rights and duties as have been provided to and imposed upon the Construction Manager in this Agreement. The City shall be notified within ten (10) business days of any contract to subcontract Construction Manager duties under this Agreement. In its sole discretion, the Construction Manager may choose to bid or not to bid subcontractors.

Section 4.03 Maintenance of Project, Warranties

Unless otherwise provided for, the Construction Manager shall cause each Public Improvement (or Segment thereof) to be maintained in good and safe condition until such Public Improvement (or Segment thereof) is accepted by the City. The City's certification and approval of Public Improvements shall be in accordance with the City's standard rules and procedures for the type of improvements being constructed. Prior to such acceptance, the Construction Manager shall be responsible for causing the performance of any required maintenance on such Public Improvement. Upon acceptance by the City, the Construction Manager assigns to the City, as the designee of the Corporation, all of the Construction Manager's rights in any warranties, guarantees, maintenance obligations, or other evidences of contingent obligations of third persons with respect to such Public Improvement (or Segment thereof). Upon completion of a Public Improvement, the Construction Manager shall cause a two (2) year warranty bond for 100% of such Public Improvements to be provided as directed by the Corporation, with the starting date of

such warranty bond to occur upon the final completion and acceptance by the City of all Public Improvements under this Agreement.

Section 4.04 Sales and Use Tax Exemptions

(a) The Corporation shall cause the City to provide certifications to the construction contracts and/or to suppliers and contractors as may be required to assure the exemptions from sales and use taxes under Texas Tax Code Section 151.309.

(b) The Construction Manager shall cooperate in structuring the construction contracts for the Public Improvements to comply with requirements (including those set forth in Texas Tax Code Section 151.309) for exemption from sales and use taxes.

Section 4.05 Public Bidding Requirements

The Public Improvements within the District will be exempt from public bidding or other City purchasing and procurement policies pursuant to Texas Local Government Code Section 252.022(a)(9), to the extent applicable, which states that a project is exempt from such policies for “paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through Assessments levied on property that will benefit from the improvements.”

Section 4.06 Permitting; Consent of City to File Development Applications

The Corporation shall cause the City to authorize the Construction Manager, and any subcontractor, to file platting, permitting, and other types of development applications for all or a portion of the Property from time to time, and, only as may be required to complete such applications, the Corporation shall cause the City to agree to process such applications; provided that such applications shall be subject to the City’s review and approval, which approval may be done pursuant to City Code, and which approval shall not be unreasonably withheld, conditioned, or delayed. The City shall cooperate with the Construction Manager, and any subcontractor, in connection with obtaining the necessary permits for the Project, but it shall be the Construction Manager’s, and any applicable subcontractor’s, responsibility to obtain the necessary permits for the Project.

Section 4.07 Right of Way and Easements

The Construction Manager agrees and understands that it may become necessary or convenient to install and/or construct the Public Improvements on, over, across, and/or under the Property. The Corporation shall cause the City to provide use of all City owned land, rights-of-way, and easements within the Property (as appropriate and necessary for construction of the Public Improvements and any other subdivision or infrastructure improvements for the Project) and upon the Construction Manager’s, and any applicable subcontractor’s, request, to provide further required permissions, easements, or right-of-way as may be necessary as reasonably determined by the City for construction of Public Improvements or other subdivision or infrastructure improvements at such time as needed for a given portion of the Project to the extent possible.

ARTICLE V. CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

Section 5.01 Construction of the Project

The Construction Manager hereby agrees to construct the Public Improvements described in “**Exhibit D**” hereto in accordance with the provisions of this Agreement. “**Exhibit D**” hereto shall be approved in advance by the City Manager. The Construction Manager will dedicate the applicable Public Improvements to the City upon completion of said Public Improvements, and the Corporation shall cause the City to review, inspect, and accept dedication of such Public Improvements after confirming that the Public Improvements have been completed in accordance with this Agreement. The City Rules shall govern the procedure for inspection, dedication, and acceptance of the Public Improvements being conveyed to the City. Any contractor constructing the Public Improvements shall furnish payment and performance bonds as required by the City’s ordinances. The parties acknowledge and agree that all payment and performance bonds will include Hutto1660, LP and Continental Homes of Texas, L.P. (and any permitted assignees of Hutto1660, LP and Continental Homes of Texas, L.P.) as dual obliges under a proper dual obligee or mutual obligee to each such bond. It is hereby acknowledged that all Public Improvements will be dedicated to the City; provided, however, that some Public Improvements may be located within a perpetual easement in favor of the City, and some or all of the Public Improvements may be maintained by a third party, including an Owner’s Association. The Construction Manager shall provide a two (2) year warranty bond, approved by the City, providing for maintenance of the Public Improvements.

Section 5.02 Payments

(a) The Corporation shall not be obligated to provide funds for any Public Improvement except from the proceeds of the Loan deposited into the Construction Account as defined in the Fiscal Agent Agreement held by Fiscal Agent for the benefit of PHC. The Construction Manager is entitled to be paid Actual Costs of the Public Improvements in an amount not to exceed \$8,347,841.40 (the “**Contract Amount**”); provided, however, Construction Manager’s right to receive payment is subject to the limitations and requirements of Section 2.05(g) of the Fiscal Agent Agreement.

(b) Upon signing a Certification and Approval of Construction by the City with respect to a Public Improvement, and subject to any applicable two (2) year warranty-bond period, the Corporation shall cause the City to be responsible for all operation and maintenance of such Public Improvement, including all costs thereof and relating thereto (subject to the requirement for the 100% warranty bond under Section 4.03); provided, however, that the City shall have the unilateral right in its sole discretion to contract for the maintenance and operation of all or any portion of the Public Improvements.

(c) The Construction Manager will be paid for the Public Improvements after a Certification and Approval of Construction signed by the City is sent to the Fiscal Agent at:

UMB Bank, N.A.,
6034 W. Courtyard Dr., Suite 370,
Austin Texas 78730,
Email: Jose.gaytan@umb.com

and after all other conditions to Section 2.05 of the Fiscal Agent Agreement have been met.

(d) The Corporation shall be obligated to direct the Fiscal Agent under the Fiscal Agent Agreement to disburse funds from the Fiscal Agent Agreement to pay the Construction Manager provided that (a) the Construction Manager has met all requirements as required under this Agreement for the construction of the Public Improvements for which payment is sought, (b) the City has approved the construction of the Public Improvements for which disbursement of funds in accordance with the terms of this Agreement is sought, and (c) the provisions for disbursement under the Fiscal Agent Agreement have been fully satisfied, including the City's approval thereof.

(e) So long as the Corporation is not in default under this Agreement, the Construction Manager shall be obligated to cause the construction of the Public Improvements consistent with the terms of this Agreement.

(f) Neither the faith and credit nor the taxing power of the City, the Corporation, or the State, or any political subdivision or agency thereof, is pledged to the payment of the Contract Amount or other payments required to be made by the Corporation pursuant to this Agreement.

(g) The obligation of Corporation to pay the Contract Amount and other payments required to be made by it pursuant hereto, is solely from the proceeds of the Loan and in the manner provided herein.

ARTICLE VI. CERTIFICATION AND APPROVAL OF PUBLIC IMPROVEMENTS

Section 6.01 Overall Requirements

After execution of a Certification and Approval of Construction by the City, subject to any applicable two (2) year warranty-bond period, the Corporation shall cause the City to be responsible for all operation and maintenance of such Public Improvement, including all costs thereof and relating thereto (subject to the requirement for the warranty bond by the subcontractor under Section 4.03).

Section 6.02 Certification and Approval of Public Improvements

(a) With respect to the Public Improvements, the Construction Manager shall deliver the Public Improvements (or any Segment thereof) and submit materials to the designated City representative in accordance with the terms hereafter. The Corporation shall cause the City to agree that the City Construction Representative or its designee shall deliver to the City Manager their concurrence to approve pursuant to a completed Certification and Approval of Construction within fifteen (15) business days after its receipt of the required submittal items pursuant to either subpart (b) or (c) below, as applicable, and the City Manager shall then have up to ten (10) business days to sign and return such Certification and Approval of Construction to the Corporation. If the

City disapproves any Certification and Approval of Construction, the Corporation shall cause the City to provide a written explanation of the reasons for such disapproval so that if the Certification and Approval of Construction is revised in accordance with the City's comments, the Certification and Approval of Construction can be approved. At the time the Construction Manager submits a Certification and Approval of Construction (including any related items required by subpart (b) or (c) below), Construction Manager shall also provide the PHC a copy of any such submittal.

(b) During the design phase for any Public Improvement, the necessary items for a design approval are as follows (not to exceed one (1) formal submission per month exclusive of requests for clarification on submittals):

- (1) A Certification and Approval of Construction executed by the Project Engineer and Construction Manager specifying the percentage of design that has been completed on the applicable Public Improvement;
- (2) A Bills Paid Affidavit from the contractor;
- (3) Percentage of completion in relation to updated project construction schedule;
- (4) Copies of all supporting invoices with respect to such design costs; and
- (5) Evidence of City acceptance of design phase documents (for the percentage of design that has been completed).

(c) During the construction phase for any Public Improvement, the items required for approval are as follows (not to exceed one (1) formal submission per month exclusive of requests for clarification on submittals):

- (1) A Certification and Approval of Construction executed by the Project Engineer and Construction Manager specifying the amount of work that has been performed and the cost thereof;
- (2) A Bills Paid Affidavit from the contractor pertaining to the work described in the Certification and Approval of Construction;
- (3) Percentage of completion in relation to updated project construction schedule;
- (4) Copies of all supporting invoices with respect to such costs; and
- (5) Waivers of liens for work on the applicable Public Improvements through the previous Certification and Approval of Construction and receipts for payment from the contractor and, if requested by the City, any subcontractors for the current Certification and Approval of Construction.

(d) In addition to the submitted items required in Section 6.02(c) above, in order to

obtain the approval for a fully completed Public Improvement pursuant to this Section 6.02, the following are required:

- (1) The Corporation shall have provided to the City an assignment of the warranties and guaranties, if applicable, for the Public Improvements; and
- (2) Before the Certification and Approval of Construction and Completed Improvement Approval Request (attached hereto as “**Exhibit F**”) is submitted to the City, the Project Engineer shall conduct a review for the City to confirm that such Public Improvement was constructed in accordance with the plans therefor and the Project Engineer will verify and approve the costs of such Public Improvement specified in such Certification and Approval of Construction and Completed Improvement Approval Request. Upon confirmation by the Project Engineer to the City Construction Representative and the submission of the Certification and Approval of Construction and Completed Improvement Approval Request indicating that such Public Improvement has been fully constructed in accordance with the plans therefor, and verification and approval of the costs of such Public Improvement, the City Construction Representative will use best efforts within thirty (30) calendar days thereafter to approve such Public Improvement and the City Construction Representative shall sign the Certification and Approval of Construction and Completed Improvement Approval Request and forward the same to the City Manager and the PID Administrator. The City Manager shall then have up to ten (10) business days to forward the executed Certification and Approval of Construction and Completed Improvement Approval Request to the Fiscal Agent for payment to the Construction Manager. The Corporation shall cause the City to request the Project Engineer to conduct each such review in an expeditious manner not to exceed thirty (30) calendar days after the Certification and Approval of Construction and Completed Improvement Approval Request are submitted to the City.

(e) The Corporation shall cause the City to confirm that the cost for construction of such Public Improvement is generally consistent with the estimated cost provided in the Service and Assessment Plan, as amended from time to time. If the total cost of a Public Improvement exceeds the total amount of the budgeted cost for that Public Improvement (the “**Cost Overrun**”), the Construction Manager shall be solely responsible for the remainder of the costs of that Public Improvement, except as provided in subsection (f) hereof. The Construction Manager is only entitled to the Contract Amount hereunder regardless of Actual Costs, including any Cost Overruns.

(f) Upon the completion of a Public Improvement (or Segment or phase thereof) and payment of all outstanding invoices for such Public Improvement, if the Actual Cost(s) of such Public Improvement is less than the budgeted costs (a “**Cost Underrun**”), any remaining budgeted costs will be available to pay Cost Overruns on any applicable other Public Improvement. Any Cost Underrun for any Public Improvement is available to pay Cost Overruns on any other Public Improvement as reviewed and approved by the City.

ARTICLE VII. REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION

Section 7.01 Representations of the Corporation

The Corporation makes the following covenants and representations for the benefit of the Construction Manager:

(a) The Corporation represents and warrants that the Corporation has the authority and is authorized to conduct business in Texas, and has the power and authority to carry on its business as now being conducted and as now contemplated.

(b) The Corporation represents and warrants that the Corporation has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Corporation.

Section 7.02 Covenants, Representation, and Warranties of the Construction Manager

The Construction Manager makes the following representations, warranties, and covenants for the benefit of the Corporation and the City:

(a) The Construction Manager represents that it is a limited liability company duly organized and validly existing under the laws of the State of Texas, has the ability to conduct business in Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Construction Manager represents that the Construction Manager has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Construction Manager. The Construction Manager shall retain a Texas Licensed Professional Engineer reasonably acceptable to the City Manager and the engineer shall certify to the City that the Public Improvements are constructed pursuant to plans and specifications in accordance with the City's ordinances. Public Improvements not requiring an engineer certification at the time of issuance of a permit shall be certified as completed in accordance with plans and specifications by a qualified designer.

(c) The Construction Manager represents that this Agreement is a valid and enforceable obligation of the Construction Manager and is enforceable against the Construction Manager in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Construction Manager covenants that once it commences construction of a Segment it will use its reasonable and diligent efforts to do all things which may be lawfully required of it in order to cause such Segment of the Public Improvements to be completed in accordance with this Agreement.

(e) The Construction Manager covenants that it will not commit or knowingly permit any act in, upon, or to the Property or the Project in violation of any law, ordinance, rule, regulation, or order of any governmental authority or any covenant, condition, or restriction now or hereafter materially affecting the Property or the Project.

(f) Until the final Acceptance Date of each applicable Public Improvement, the Construction Manager covenants to maintain or cause to be maintained proper books of record and account for the Public Improvements and all costs related thereto. The Construction Manager covenants that such accounting books will be maintained or caused to be maintained in accordance with sound accounting practices, and will be available for inspection by the Corporation or its agent and the City or its agent at any reasonable time during regular business hours upon at least 72 hours' notice.

Section 7.03 Indemnification

To the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Corporation and the City from and against claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from construction of the Public Improvements [provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Public Improvements themselves)] but only to the extent caused in whole or in part by negligent acts or omissions of the Construction Manager, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE VIII. DEFAULT AND REMEDIES

Section 8.01 Event of Default

The occurrence, from time to time, of any one or more of the following events shall constitute an “**Event of Default**” under this Agreement:

(a) Subject to Force Majeure, a failure by the Construction Manager to complete the Public Improvements by September 1, 2022. Regardless of the existence or non-existence or occurrence or non-occurrence of Force Majeure, a failure by the Construction Manager to complete the Public Improvements by December 31, 2022. The Construction Manager will submit a construction schedule to the Corporation and the City Manager.

(b) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe, or comply with any of its covenants, agreements, or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

Section 8.02 Remedies

(a) If an Event of Default shall have occurred and be continuing, the Corporation shall have the right:

(1) by suit, action, or proceeding, to compel the Construction Manager and its officers, agents, or employees to perform each and every term, provision, and covenant contained in this Agreement, and to require the carrying out of any or all such covenants and agreements of the Construction Manager and the fulfillment of all duties imposed upon it by this Agreement; and

(2) to bring any suit, action, or proceeding to enforce the rights created by contract or by law hereunder, including, without limitation, any proceeding in equity.

(b) If an Event of Default shall have occurred and be continuing, the Construction Manager shall have the right to bring any suit, action, or proceeding to enforce the rights created by contract or by law hereunder, including, without limitation, any proceeding in mandamus or in equity.

Section 8.03 Remedies Not Exclusive

No remedy herein conferred upon or reserved to the Corporation or Construction Manager is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

Section 8.04 Termination of Proceedings

In case any proceedings taken by the Corporation on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Corporation, then in every such case the Construction Manager and the Corporation, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers, and duties of the Construction Manager and the Corporation shall continue as though no such proceedings had been taken.

Section 8.05 No Waiver of Default

No delay or omission of the Corporation or Construction Manager to exercise any right or power arising upon the occurrence of any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein, and every power and remedy given by this Agreement to the Corporation may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IX. GENERAL PROVISIONS

Section 9.01 Notices

Any notice, communication, or disbursement required to be given or made hereunder shall be in writing and shall be given or made by e-mail, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as any be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above

shall be deemed sufficiently given, served, sent, and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

If to the City:	City of Hutto, Texas Attention: Odis Jones, City Manager 500 West Live Oak Street Hutto, Texas 78634 E-mail: odis.jones@huttotx.gov
If to the Construction Manager:	Hutto1660, LP 12306 Technology Blvd. Austin, Texas 78727 Phone: 512-250-5888; Fax: 512-219-0414 E-mail: scott@packsaddlepartners.com
If to the Corporation:	River Creek Development Corporation Attention: Chair 500 W. Live Oak St., Hutto, Texas 78634 E-mail: odis.jones@huttotx.gov
If to the Fiscal Agent:	UMB Bank, N.A. 6034 W. Courtyard Dr., Suite 370 Austin, Texas 78730 Email: jose.gaytan@umb.com
If to the PHC:	Preston Hollow Capital, LLC Attention: Matthew Challis 1717 Main Street Dallas, Texas 75201 Email: mchallis@phellc.com
With a copy to:	Metcalf Wolff Stuart & Williams, LLP Attention: Talley Williams 221 West 6th, Suite 1300 Austin, Texas 78701 E-Mail: twilliams@mwswtexas.com
	McGinnis Lochridge Attention: Bill Bingham 600 Congress Ave., Suite 2100 Austin, Texas 78701 E-Mail: bbingham@mcginnislaw.com

Section 9.02 Administration of District

Pursuant to a separate agreement, the Corporation may cause the City to contract with a third party to serve as the PID Administrator and to administer the District after the date hereof.

The Administrative Expenses shall be collected as part of and in the same manner as the Assessments in the amounts set forth in the Service and Assessment Plan.

Section 9.03 Continuing Disclosure Agreement and Representation Agreement

In connection with the construction of the Public Improvements as outlined herein and in consideration of the Construction Manager's appointment by the Corporation as Construction Manager for the Project, the Construction Manager agrees to enter into the Continuing Disclosure Agreements and provide information to PHC and other parties as provided therein and in the Representation Agreement.

Section 9.04 Assignment

(a) Subject to subparagraph (b) below, the Construction Manager may, in its sole and absolute discretion, assign this Agreement with respect to all or part of the Project from time to time to (i) any party so long as the assignee has demonstrated to the City's reasonable satisfaction that the assignee has the financial, technical, and managerial capacity, in addition to the experience and expertise to perform any duties or obligations so assigned, and that the assignee is not delinquent in payment of City taxes nor is the assignee in default of any written agreement with the City, (ii) any entity which is the successor by merger or otherwise to all or substantially all of the Construction Manager's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital, or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of the Construction Manager. The assignee shall assume all of the Construction Manager's rights and obligations to (x) this Agreement, (y) the Continuing Disclosure Agreement, and (z) Section 5 of the Representation Agreement without modification. The Construction Manager shall provide the City and the Corporation thirty (30) days' prior written notice of any such assignment. Upon such assignment or partial assignment, the Construction Manager shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement as long as the all conditions to the subsection have been met.

(b) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(c) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a transfer.

(d) The Construction Manager may, in its sole and absolute discretion, assign this Agreement with respect to all or part of the Project from time to time to an affiliate of Construction Manager with ten (10) business days prior written notices to the City and the Corporation.

(e) The Construction Manager currently intends to convey the Property to Continental Homes of Texas, LP, a Texas limited partnership ("**Continental Homes**") prior to development of the Property. Upon conveyance of the Property, the Construction Manager intends to assign all

of its rights, title, and interest under this Agreement to Continental Homes. Notwithstanding anything in this Agreement to the contrary, the Corporation hereby consents to such conveyance and assignment, provided that such assignment shall be of no effect unless the Construction Manager assigns, and Continental Homes assumes, the Construction Manager's obligations under the Continuing Disclosure Agreement and Section 5 of the Representation Agreement.

Section 9.05 Term of Agreement

This Agreement shall terminate on the date on which the Construction Manager and the Corporation discharge all of their obligations hereunder. Notwithstanding any provision herein to the contrary, completion of the Public Improvements shall not serve to terminate the obligation to provide the maintenance bond as described in Section 4.03 hereof.

Section 9.06 Construction of Certain Terms

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

- (a) Words importing a gender include either gender.
- (b) Words importing the singular include the plural and vice versa.
- (c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.
- (d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.
- (e) A reference to any Party includes, with respect to the Corporation, its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.
- (f) All references in this Agreement to designated "Articles", "Sections", and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to "Exhibits" are to the designated Exhibits to this Agreement.
- (g) The words "herein," "hereof", "hereto", "hereby", "hereunder", and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.
- (h) The words "including" and "includes," and words of similar import, are deemed to be followed by the phrase "without limitation".
- (i) Unless the context otherwise requires, a reference to the "Property", "Public Improvements", or District" is deemed to be followed by the phrase "or a portion thereof".

(j) Every “request”, “order”, “demand”, “direction”, “application”, “appointment”, “notice”, “statement”, “certificate”, “consent”, “approval”, “waiver”, “identification”, or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such Party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting Party shall not apply in the interpretation of this Agreement.

Section 9.07 Titles and Headings

The titles of the Articles and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 9.08 Amendments.

This Agreement may be amended, modified, revised, or changed by written instrument executed by the Parties. Approval of amendments on behalf of the City has been delegated to and may be made by the City Manager.

Section 9.09 Time

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 9.10 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 9.11 Entire Agreement

This Agreement contains the entire agreement of the Parties.

Section 9.12 Severability; Waiver

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party

may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.13 Third Party Beneficiary

The City is a third party beneficiary of this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if they were parties hereto.

Section 9.14 Exhibits

The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit A	–	Definitions
Exhibit B	–	Property Description
Exhibit C	–	Service and Assessment Plan
Exhibit D	–	Public Improvements
Exhibit E	–	Form of Certification and Approval of Construction
Exhibit F	–	Form of Completed Improvement Approval Request
Exhibit G	-	Homebuyer Disclosure Program
Exhibit G-1	-	Homebuyer Disclosure
Exhibit H	-	Representation Agreement
Exhibit I	-	Continuing Disclosure Agreements

[Signature Pages to Follow]

HUTTO1660 LP,
a Texas limited partnership

By: Packsaddle Real Estate Partners, LLC
(a Texas limited liability company)
Its General Partner

By: _____
Scott Rempe – Managing Partner

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2019, by Scott Rempe, Managing Partner of Packsaddle Real Estate Partners, LLC, a Texas limited liability company, general partner of Hutto1660, LP, a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

[SEAL]

Notary Public ★ State of Texas

[Signatures Continue on Next Page]

[SIGNATURE PAGE TO CONSTRUCTION CONTRACT]

RIVER CREEK DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on _____, 2019 by Odis Jones of the River Creek Development Corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

[SIGNATURE PAGE TO CONSTRUCTION CONTRACT]

EXHIBIT A

DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below:

“Acceptance Date” means the date that the Certification and Approval of Construction has been accepted, approved and signed by the City for any Public Improvements.

“Actual Costs” means, with respect to an Public Improvements, the demonstrated, reasonable, allocable, and allowable costs of constructing such Public Improvements, as specified in a Certification and Approval of Construction or payments that have been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Public Improvements, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Public Improvements, (d) the costs for external professional costs associated with such Public Improvements, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Public Improvements, (f) the construction management fee listed in Section 4.01(c) hereof, and (g) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

“Administrative Expenses” means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the District and preparing the assessment roll, (iii) computing, levying, collecting and transmitting the Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Assessments, (v) investing or depositing the Assessments, (vi) paying the paying agent/registrar’s and Fiscal Agent’s fees and expenses (including the fees and expenses of its legal counsel), and (vii) administering the construction of the Public Improvements, in accordance with the terms of this Agreement.

“Agreement” has the meaning given in the recitals to this Agreement.

“Annual Installment” has the meaning given in the Service and Assessment Plan.

“Assessed Parcel” means any Parcel within the District against which an Assessment is levied (an Assessed Parcel does not include Non-Benefited Property).

“Assessment Fund” has the meaning given in the recitals of this Agreement.

“Assessment Ordinance” has the meaning given in the recitals of this Agreement.

“Assessment Revenues” means all revenue received and collected by the City from the collection of the Assessments and Annual Installments (excluding Delinquent Collection Costs and Administrative Expenses).

“Assessments” means the assessments levied against properties in the District, as provided for in the Assessment Ordinance and in the Service and Assessment Plan, including any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

“Bills Paid Affidavit” means the bills paid affidavit attached to a Certification and Approval of Construction.

“Builder” has the meaning given in Section 3.01(d) of this Agreement.

“Certification and Approval of Construction” means the certificate (whether one or more) in substantially the same form as **“Exhibit E”** attached hereto.

“City” means the City of Hutto, Texas.

“City Construction Representative” means the Director of Engineering or such other person selected by the City to oversee the construction of the Public Improvements on behalf of the City.

“City Council” means the governing body of the City of Hutto, Texas.

“City Manager” means the City Manager of the City of Hutto, Texas or his/ her designee or successor.

“City Rules” means the rules and regulations that govern the development of the Project, as may be amended or adjusted pursuant to the terms of this Agreement.

“Construction Manager” means the entity responsible for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of the Public Improvements.

“Continuing Disclosure Agreement” has the meaning given in the recitals of this Agreement.

“Contract Amount” has the meaning given in Section 5.02(a) of this Agreement.

“Corporation” has the meaning given in the recitals of this Agreement.

“Delinquent Collection Costs” has the meaning set forth in the Service and Assessment Plan.

“Designated Successors and Assigns” means an entity to which the Corporation assigns a portion of (in writing) its rights and obligations contained in this Agreement.

“District” has the meaning given in the recitals to this Agreement.

“Event of Default” has the meaning given in Section 8.01 of this Agreement.

“Final Approval Request” means the request (whether one or more) in substantially the same form as **“Exhibit F”** attached hereto.

“Fiscal Agent” has the meaning given in the recitals of this Agreement.

“Fiscal Agent Agreement” has the meaning given in the recitals of this Agreement.

“Force Majeure” means strikes, lock-outs, war, civil disturbance, natural disaster, acts of terrorism, or acts of God that cause a delay in the Construction Manager’s performance of this Agreement.

“Interlocal Agreement” has the meaning given in the recitals of this Agreement.

“Loan” has the meaning given in the recitals of this Agreement.

“Loan Agreement” has the meaning given in the recitals of this Agreement.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Public Improvements, including Owner’s Association Property and Public Property.

“Notice” means any notice, writing, or other communication given under this Agreement.

“Owner’s Association” means a homeowner’s association or property owner’s association.

“Owner’s Association Property” means property within the boundaries of the District that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, an Owner’s Association established for the benefit of a group of homeowners or property owners within the District.

“Parcel” means a property identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purpose, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Williamson County, or by any other means determined by the City.

“Party” means the Corporation or the Construction Manager, as parties to this Agreement, and **“Parties”** means collectively, the Corporation and the Construction Manager.

“PID Act” has the meaning given in the recitals to this Agreement.

“PID Administrator” means the person or independent firm designated by the City Council who shall have the responsibilities provided for herein or in any other agreement approved by the City Council.

“Project” has the meaning given in the recitals to this Agreement.

“Project Engineer” means the civil engineer or firm of civil engineers selected by the Corporation to perform the duties set forth in this Agreement and registered in the State of Texas.

“Property” has the meaning given in the recitals to this Agreement.

“Public Improvements” means those improvements benefiting the District described in **“Exhibit D”**, as identified in the Service and Assessment Plan, as such plan is amended and updated from time to time.

“Public Property” means property, real property, right of way and easements located within the boundaries of the District that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Williamson County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an easement, or by plat.

“Representation Agreement” has the meaning given in the recitals of this Agreement.

“Securitization Bonds” has the meaning given in the recitals of this Agreement.

“Segment” or “Segments” means the portions of the Public Improvements identified as such.

“Service and Assessment Plan” has the meaning given in the recitals to this Agreement.

“State” means the State of Texas.

“Stifel” has the meaning given in the recitals of this Agreement.

EXHIBIT B

PROPERTY DESCRIPTION

A 153.340 ACRE, OR 6,679,481 SQUARE FOOT, TRACT OF LAND BEING A PORTION OF A CALLED 169.99 ACRE TRACT RECORDED IN DOCUMENT NO. 2019000072 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, AND IN THE CCD CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693, AND ALSO IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, ALL IN WILLIAMSON COUNTY, TEXAS. SAID 153.340 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE;

BEGINNING at a ½" iron rod found on the northwest corner of a called 0.50 acre tract recorded in Document No. 2000040392 of the Official Public Records of Williamson County, Texas, same being a point in the east right-of-way line of F.M. 1660, an 80-foot right-of-way recorded in Volume 476, Page 593 of the Deed Records of Williamson County, Texas for the southeast corner and **POINT OF BEGINNING** hereof, from which a TXDOT Type I monument found bears, S 22°01'31" E, 688.30 feet;

THENCE with the east right-of-way line of said F.M. 1660, same being the west boundary line of said 169.99 acre tract the following two (2) courses and distances:

1. N 22°01'31" W, a distance of 935.01 feet to a TXDOT Type I monument found, and
2. N 21°04'51" W, a distance of 1071.21 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the west boundary line of said 169.99 acre tract, same being the east right-of-way line of said F.M. 1660 for the northwest corner hereof, from which a TXDOT Type I monument found bears N 21°04'51" W, 1001.02 feet;

THENCE, departing the east right-of-way line of said F. M. 1660, through the interior of said 169.99 acre tract, the following three (3) courses and distances:

1. N 68°33'50" E, a distance of 1312.44 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a north corner hereof,
2. S 51°25'33" E, a distance of 216.15 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a north corner hereof, and
3. N 21°26'10" E, a distance of 711.67 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the north boundary line of said 169.99 acre tract, same being a point in the south boundary line of a called 65.00 acre tract recorded in Document No. 2009044814 of the Official Public Records of Williamson County, Texas for a north corner hereof;

THENCE N 68°33'50" E, with the south boundary line of said 65.00 acre tract, same being the north boundary line of said 169.99 acre tract, a distance of 1189.71 feet to a an iron rod with cap marked "Lenz & Assoc." found on the southeast corner of said 65.00 acre tract, same being a point in the west boundary line of a called 27.36 acre tract recorded in Volume 866, Page 661 of the Deed Records of Williamson County, Texas for the northeast corner hereof, from which an iron rod with cap marked "Lenz and Assoc." found on the northeast corner of said 65.00 acre tract bears, N 21°41'22" W, 1087.75 feet;

THENCE S 21°41'22" E, with the east boundary line of said 169.99 acre tract, same being in part the west boundary line of said 27.36 acre tract, also being in part the west boundary line of a remnant portion of called 107 acre tract recorded in Volume 309, Page 269 of the Deed Records of Williamson County, Texas and being in part the west boundary line of a called 10.00 acre tract recorded in Document No. 2008053240 of the Official Public Records of Williamson County, Texas, a distance of 3375.35 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the north boundary line of Rivers Crossing Subdivision, Phase Three, a subdivision according to the plat recorded in Cabinet X, Slide 250 of the Plat Records of Williamson County, Texas for a southeast corner hereof, from which a ½" iron rod found on the northeast corner of said Rivers Crossing Subdivision, Phase Three bears, S 82°15'05" E, 522.64 feet;

THENCE with the north boundary line of said Rivers Crossing Subdivision, Phase Three, same being the south boundary line of said 169.99 acre tract the following four (4) courses and distances:

1. N 82°15'05" W, a distance of 656.59 feet to a ½" iron rod found for a south corner hereof,
2. N 83°17'18" W, a distance of 456.80 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a south corner hereof,
3. S 79°27'12" W, a distance of 893.10 feet to a ½" iron rod found for a south corner hereof, and
4. S 78°54'12" W, at a distance of 772.40 feet passing through a 2" iron pipe found in the south boundary line of the aforementioned 169.99 acre tract, continuing with the south boundary line of said 169.99 acre tract, same being the north boundary line of said 0.50 acre tract for a total distance of 781.81 feet to the **POINT OF BEGINNING**, and containing 153.340 acres in Williamson County, Texas. Said tract being described in accordance with a survey map prepared by Pape-Dawson Engineers, Inc. under Job No. 51048-00.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: February 18, 2019

JOB No.: 51048-00

DOC.ID.: H:\survey\CIVIL\51048-00 MUSTANG CREEK\Word\FN-51048-00_153.340Ac.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-01

EXHIBIT C
SERVICE AND ASSESSMENT PLAN

EXHIBIT D
PUBLIC IMPROVEMENTS

		PRE-CONSTRUCTION		PHASE 1		PHASE 2		TOTALS	NOTES
Description	Unit	Quantity	ITEM TOTAL	Quantity	ITEM TOTAL	Quantity	ITEM TOTAL		
SITE WORK									
Clear & Grub	LS				\$50,000			\$50,000	
Excavation and Embankment	LS				\$250,000			\$250,000	
SITE WORK SUBTOTAL								\$300,000	
NEIGHBORHOOD STREETS	LF		4727			2627			
Clear & Grub (ROW - ROW)	SY		30037		\$30,037	15818	\$15,818	\$45,855	
Excavation and Embankment (ROW - ROW)	SY		30037		\$90,111	15818	\$47,454	\$137,565	
Subgrade Prep (3" BOC)	SY		20696		\$62,088	10869	\$32,607	\$94,695	
Line Stabilization (3" BOC)	SY		20696		\$165,568	10869	\$86,952	\$252,520	
Crushed Limestone Base (8" Thick) (3" BOC)	SY		20696		\$165,568	10869	\$86,952	\$252,520	
H.M.A. C (2" Thick)	SY		16992		\$203,904	8862	\$106,344	\$310,248	
6" Standard Curb & Gutter	LF		9385		\$190,080	5111	\$81,726	\$271,806	
5" Concrete Sidewalk	LF		732		\$19,032	544	\$14,144	\$33,176	
Concrete Valley Gutter	EA		3		\$4,800	1	\$4,800	\$9,600	
Type 1 Ramps	EA		26		\$26,000	22	\$22,000	\$48,000	
Tie into Existing Roadway	EA		2		\$1,600	1	\$800	\$2,400	
Stop Sign w/ Street Name & Stop Bar	EA		7		\$4,200	4	\$2,400	\$6,600	
NEIGHBORHOOD STREETS SUBTOTAL								\$1,425,035	
ON-SITE WASTEWATER	775		6880			2043			
8" SDR-35 Wastewater Line (All Depths)	LF		2400		\$96,000	2043	\$81,726	\$177,726	
12" SDR-35 Wastewater Line (All Depths) Line A	LF		3111		\$72,436	0	\$0	\$72,436	
Trench Safety	LF		3111		\$3,219	2043	\$4,086	\$7,305	
4" Diameter Standard Manhole	EA		15		\$31,045	6	\$24,000	\$55,045	
Wastewater Service Line (single)	EA		144		\$216,000	65	\$97,500	\$313,500	
Connect to existing Wastewater Line	EA		1		\$3,700	2	\$7,400	\$11,100	
OFF-SITE WASTEWATER	982								
Lift Station & Appurtenances	LS		1		\$457,752			\$457,752	Partial use
8" Force Main	LF		3500		\$75,845			\$75,845	
14" Force Main	LF		3500		\$97,515			\$97,515	
RSI 21" Gravity line	EA		1		\$1,033,589			\$1,033,589	Partial use
WASTEWATER SUBTOTAL								\$1,455,528	
EROSION AND SEDIMENTATION CONTROL									
Stabilized Construction Entrance	EA		1		\$2,800			\$2,800	Partial use
Silt Fence	LF		3360		\$10,080	1235	\$3,705	\$13,785	Partial use
Inlet Protection	EA		14		\$1,190			\$1,190	
Revegetation (ROW & Easements)	SY		10387		\$20,774			\$20,774	Partial use
SWPPP Plan Preparation, Permitting, Maintenance	LS		1		\$10,000			\$10,000	
EROSION AND SEDIMENTATION CONTROL SUBTOTAL								\$29,357	
DRAINAGE	LF		5527			1375			
10" Type 1 Curb Inlet	EA		15		\$60,000	4	\$16,000	\$76,000	
18" HP STORM DUAL WALL POLYPROPYLENE PIPE	LF		1742		\$69,680	645	\$25,800	\$95,480	
24" HP STORM DUAL WALL POLYPROPYLENE PIPE	LF		570		\$31,350			\$31,350	
30" HP STORM DUAL WALL POLYPROPYLENE PIPE	LF		745		\$55,875			\$55,875	
36" HP STORM DUAL WALL POLYPROPYLENE PIPE	LF		485		\$43,650			\$43,650	
Trench Safety	LF		5527		\$5,527			\$5,527	
Bow Channel Excavation with Concrete Trickle Channel (4 Vee Bottom 5" thick reinforced concrete) and revegetation	LF		3316		\$281,860			\$281,860	
4'x4' Junction Box	EA		1		\$3,300			\$3,300	
5'x5' Junction Box	EA		2		\$10,400			\$10,400	
42" Headwall	EA		9		\$12,600			\$12,600	
30" Headwall	EA		2		\$6,000			\$6,000	
Rock Rip-Rap	SY		150		\$4,500			\$4,500	
DRAINAGE SUBTOTAL								\$626,552	
GRADING									
Flood Plain Excavation	CY			30000	\$300,000			\$300,000	
GRADING SUBTOTAL								\$300,000	
ENGINEERING AND PLANNING COSTS									
City Application Fees (Construction Plans and Final Plat) *(preliminary plat cost included)	LS	1	\$581,704					\$581,704	
Engineering Fees (Subdivision Construction and Final Plat)	LS	1	\$800,745					\$800,745	
Engineering - Feasibility	LS	1	\$39,957					\$39,957	
Consultants	LS	1	\$216,043					\$216,043	
Legal	LS	1	\$38,741					\$38,741	
Land Planning	LS	1	\$4,093					\$4,093	
ENGINEERING AND PLANNING COSTS SUBTOTAL								\$1,681,283	
PARKLAND AND GREENSPACE	PER ACRE	52.34	\$2,279,930					\$2,279,930	
PID CONSTRUCTION FUND TOTAL								\$8,347,841	

EXHIBIT E

FORM OF CERTIFICATION AND APPROVAL OF CONSTRUCTION (Design – Mustang Creek)

Hutto1660, LP (the “**Construction Manager**”) hereby requests approval for the percentage of design completed and the cost associated therewith (the “**Completed Design**”) described in Attachment A attached hereto. Capitalized undefined terms shall have the meanings ascribed thereto in the Construction Contract between RIVER CREEK DEVELOPMENT CORPORATION and the Construction Manager, dated as of _____, 2019 (the “**Agreement**”). In connection with this Certification and Approval of the Construction, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City of Hutto, Texas (the “**City**”) as follows:

1. He (she) is a duly authorized representative of the Construction Manager, qualified to execute this request on behalf of the Construction Manager and knowledgeable as to the matters forth herein.
2. The design work described in Attachment A has been completed in the percentages as shown in relation to the updated construction schedule as attached.
3. The true and correct design costs for which approval is requested is set forth in Attachment A and has not been subject to any previously submitted request for approval.
4. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed design work described in Attachment A has been paid in full for all work completed through the previous Certification and Approval of Construction.
5. Attached hereto as Attachment C are invoices, receipts, worksheets, and other evidence of costs which are in sufficient detail to allow the City to verify the Completed Design.

[Signature Page Follows]

SIGNATURE PAGE TO
FORM OF CERTIFICATION AND APPROVAL OF CONSTRUCTION

Hutto1660 LP,
a Texas limited partnership

By: Packsaddle Real Estate Partners, LLC
(a Texas limited liability company)
Its General Partner

By: _____
Scott Rempe – Managing Partner

APPROVAL BY THE CITY

The Design described in Attachment A has been reviewed, verified, and approved by the City Construction Representative. Payment of the Completed Design is hereby approved.

Date: _____

CITY OF HUTTO, TEXAS

By: _____

Name: _____

Title: _____

ATTACHMENT A TO CERTIFICATION AND APPROVAL OF CONSTRUCTION
(DESIGN)

<u>Description of Design Work</u>	<u>Percentage of Design Work Completed under this Certification and Approval of Construction</u>	<u>Design Costs</u>	<u>Total Percentage of Design Work Completed</u>
---------------------------------------	--	---------------------	--

ATTACHMENT B TO CERTIFICATION AND APPROVAL OF CONSTRUCTION
(DESIGN)

[attached – bills paid affidavit]

ATTACHMENT C TO CERTIFICATION AND APPROVAL OF CONSTRUCTION
(DESIGN)

[attached – receipts]

FORM OF CERTIFICATION AND APPROVAL OF CONSTRUCTION
(Construction – Mustang Creek)

Hutto1660, LP (the “**Construction Manager**”) hereby requests approval of the Public Improvements and associated cost of the work described in Attachment A attached hereto (the “**Completed Public Improvements**”). Capitalized undefined terms shall have the meanings ascribed thereto in the Construction Contract between RIVER CREEK DEVELOPMENT CORPORATION and the Construction Manager, dated as of _____, 2019. In connection with this Certification and Approval of Construction, the undersigned, in his or her capacity as the _____ of the Construction Manager, to his or her knowledge, hereby represents and warrants to the City of Hutto, Texas (the “**City**”) as follows:

1. He (she) is a duly authorized representative of the Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.

2. The true and correct costs for the Completed Public Improvements is set forth in Attachment A and has not been subject to any previously submitted request for approval.

3. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work on a Segment described in Attachment A has been paid in full for all work completed through the previous Certification and Approval of Construction.

4. Attached hereto as Attachment C are invoices, receipts, worksheets, and other evidence of costs which are in sufficient detail to allow the City to verify the Completed Public Improvements of each Segment.

[Signature Page Follows]

SIGNATURE PAGE TO
FORM OF CERTIFICATION AND APPROVAL OF CONSTRUCTION

Hutto1660 LP,
a Texas limited partnership

By: Packsaddle Real Estate Partners, LLC
(a Texas limited liability company)
Its General Partner

By: _____
Scott Rempe – Managing Partner

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification and Approval of Construction solely for the purposes of certifying that the representations made by the Construction Manager in Paragraph 2 above are true and correct in all material respects.

Project Engineer

APPROVAL BY THE CITY

The Completed Public Improvements of each Segment described in Attachment A have been reviewed, verified, and approved by the City Construction Representative of the City. The Completed Public Improvements of each such Segment are hereby approved.

Date: _____

CITY OF HUTTO, TEXAS

By: _____

Name: _____

Title: _____

ATTACHMENT A TO CERTIFICATION AND APPROVAL OF CONSTRUCTION
(CONSTRUCTION)

<u>Segment</u>	<u>Description of Work Completed under this Certification and Approval of Construction</u>	<u>Costs of Completed Public Improvements</u>
----------------	--	---

ATTACHMENT B TO CERTIFICATION AND APPROVAL OF CONSTRUCTION
(CONSTRUCTION)

[bills paid affidavit – attached]

ATTACHMENT C TO CERTIFICATION AND APPROVAL OF CONSTRUCTION
(CONSTRUCTION)

[receipts – attached]

EXHIBIT F

FORM OF COMPLETED IMPROVEMENT APPROVAL REQUEST

The undersigned is a lawfully authorized representative for HUTTO1660, LP (the “**Construction Manager**”) and requests approval of the completed Public Improvements and associated costs, as follows. Capitalized undefined terms shall have the meanings ascribed thereto in the Construction Contract between RIVER CREEK DEVELOPMENT CORPORATION and the Construction Manager, dated as of _____, 2019.

In connection to the above referenced payment, the Construction Manager represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Construction Manager, is qualified to execute this Completed Improvement Approval Request on behalf of the Construction Manager, and is knowledgeable as to the matters set forth herein.

2. The Public Improvements and the amount listed for the below itemized costs is a true and accurate representation of the costs incurred by the Construction Manager and such costs are in compliance with the Service and Assessment Plan and have not been previously has not been subject to any previously submitted request for approval. The itemized costs are as follows:

[insert itemized list of costs here]

TOTAL REQUESTED: \$ _____

3. The Construction Manager is in compliance with the terms and provisions of the Service and Assessment Plan.

4. All conditions of the Construction Manager set forth in the Construction Contract for the payment hereby requested have been satisfied.

5. The Construction Manager agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete its review.

I hereby declare that the above representations and warranties are true and correct.

Hutto1660 LP,
a Texas limited partnership

By: Packsaddle Real Estate Partners, LLC
(a Texas limited liability company)
Its General Partner

By: _____
Scott Rempe – Managing Partner

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Completed Improvement Approval Request. After reviewing the Completed Improvement Approval Request, the City approves the Completed Improvement Approval Request.

CITY OF HUTTO, TEXAS

By: _____
Name: _____
Title: _____

EXHIBIT G

MUSTANG CREEK PUBLIC IMPROVEMENT DISTRICT HOMEBUYER DISCLOSURE

HOME BUYER DISCLOSURE PROGRAM

1. A Builder¹ for an Assessed Parcel shall provide each residential homebuyer with the “Notice of Obligation to Pay Public Improvement District Assessment to Hutto”, the form of which is attached hereto as Exhibit “G-1”.
2. A Builder for an Assessed Parcel shall provide evidence of compliance with paragraph 1 above, signed by such residential homebuyer, to the City upon receipt of written request by the City or the Builder which sets forth the City’s mailing address and other contact information.
3. A Builder for an Assessed Parcel shall prominently display signage provided by the Construction Manager or the PID Administrator in the Builder’s model homes, if any, located within the Property.
4. If prepared and provided by the City and approved by Construction Manager (such approval not to be unreasonably withheld), a Builder for an Assessed Parcel shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. A Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers for an Assessed Parcel.
6. The Construction Manager must post signage along the main entry/exits located at the boundaries of the District that identifies the area as a public improvement district. All signage shall be clearly visible to all motorists entering and exiting the District.

¹ “Builder” means a commercial builder who is in the business of constructing and/or selling residences to individual home buyers.

Exhibit G-1

MUSTANG CREEK PID – LOT TYPE []: HOMEBUYER DISCLOSURE

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO HUTTO, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

**OUTSTANDING PRINCIPAL OF ASSESSMENT FOR AUTHORIZED
IMPROVEMENT: \$[]**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Hutto, Texas, for the costs of a portion of public improvements (the “*Authorized Improvements*”), undertaken for the benefit of the property within the “*Mustang Creek Public Improvement District*” (the “*District*”), created under Subchapter A, Chapter 372, Local Government Code.

**THE OUTSTANDING PRINCIPAL OF THE ASSESSMENT AGAINST YOUR
PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$[], WHICH
MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL
BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH MAY VARY FROM
YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID,
COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the City Council of Hutto, Texas in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Hutto.

You may ask your mortgage company to include the Annual Installments in your monthly escrow payment.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

(G-1)-1

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS

§

WILLIAMSON COUNTY

§

§

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

STATE OF TEXAS

§

WILLIAMSON COUNTY

§

§

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

(G-1)-2

PROJECTED ANNUAL INSTALLMENTS – LOT TYPE [__]

[WILL INSERT SCHEDULE OF PROJECTED ANNUAL INSTALLMENTS ONCE FINALIZED]

EXHIBIT H
FORM OF REPRESENTATION AGREEMENT

EXHIBIT I
FORM OF CONTINUING DISCLOSURE AGREEMENT



Mustang Creek Public Improvement District

Service and Assessment Plan

August 27, 2019

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SECTION I – PLAN DESCRIPTION AND DEFINED TERMS

SECTION I

PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On June 7th, 2018 (the “**Creation Date**”), the City Council of the City of Hutto (“the City Council”) approved a Resolution which authorized the creation of the Mustang Creek Public Improvement District (the “**PID**”) to purchase the Authorized Improvements Costs (as defined below) for the benefit of certain property in the PID, all of which is located within the City of Hutto, Texas (the “**City**”).

Chapter 372 of the Texas Local Government Code (as amended, the “**PID Act**”) governs the creation of public improvement districts within cities and counties within the State of Texas. This Service and Assessment Plan (the “**SAP**”) was prepared pursuant to the PID Act. The PID Act requires that a service plan “cover a period of at least five years and ... define the annual indebtedness and the projected costs for improvements.” It also requires the plan “be reviewed and updated annually for the purpose of determining the annual budget for improvements.” The service plan for the PID is described in more detail in **Section V** herein.

The Assessment Roll for the PID is attached hereto as **Appendix A**, and is addressed in **Section IV** of this SAP. The Special Assessments as shown on the Assessment Roll are based on the method for establishing and levying the Special Assessment described in **Sections IV** and **VI** of this SAP.

B. Definitions

Capitalized terms shall have the meanings ascribed to them as follows:

“**Administrative Expenses**” means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of (i) legal counsel, the Trustee, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Roll, (iii) computing, levying, collecting and transmitting the Special Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Special Assessments, (v) investing or depositing the Special Assessments or other monies, and (vi) administering the construction of the Authorized Improvements.

“**Administrator**” means an employee of the City or third party designee of the City who shall have the responsibilities provided for herein or in any other agreement approved by the City Council. The City has initially retained DPFG, Inc. to be the Administrator.

SECTION I – PLAN DESCRIPTION AND DEFINED TERMS

“Annual Installments” means, with respect to each Assessed Property, each annual payment of: (i) the Special Assessment (including the principal of and interest on), as shown on the Assessment Roll attached hereto as **Appendix A**, as applicable, or in an Annual Service Plan Update, and calculated as provided in **Section VI** of this SAP and (ii) Administrative Expenses.

“Annual Service Plan Update” has the meaning set forth in **Section V** of this SAP.

“Assessed Property” means property on which Special Assessments have been levied as shown on the Assessment Roll (as the same may be updated each year by the Annual Service Plan Update) and which includes any and all Parcels within the PID other than Non-Benefited Property.

“Assessment Order” means each order adopted by the City Council approving this SAP (or amendments or supplements to the SAP) and levying the Special Assessments.

“Assessment Roll” means, as applicable, the Assessment Roll included in this SAP as **Appendix A**, which may be updated, or modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

“Authorized Improvements” means those improvements authorized under Section 372.003 of the PID Act.

“Authorized Improvements Cost” means the actual costs of design, engineering, construction, acquisition, and inspection of the Authorized Improvements and all costs related in any manner to the Authorized Improvements including (i) the costs of creating the PID, (ii) the costs incurred for the design, planning, financing, administration/ management, acquisition, installation, construction and/or implementation of such Authorized Improvement, (iii) the costs incurred in preparing the construction plans for such Authorized Improvement, (iv) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (v) the project management costs, (vi) the costs incurred for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services related to the Authorized Improvement, (vii) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvement, (viii) the costs of all permitting, zoning and authorized approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses related to the Authorized Improvement, but excluding oversizing costs.

“Budgeted Cost” means with respect to any given Authorized Improvement, the estimated cost of such Authorized Improvement as set forth in **Section III** herein.

SECTION I – PLAN DESCRIPTION AND DEFINED TERMS

“City” means the City of Hutto, Texas.

“City Council” means the City Council of Hutto, Texas.

“City and Corporation Interlocal Agreement” means the interlocal agreement between the City and the LGC to administer the PID and providing for the installment purchase by the City from the LGC of the Authorized Improvements to be funded by the Special Assessment Revenues.

“County” means Williamson County, Texas.

“Delinquent Collection Costs” mean interest, penalties, and expenses incurred or imposed with respect to any delinquent installment of a Special Assessment, or an Annual Installment thereof, in accordance with the PID Act, including the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment thereof, and the costs related to foreclosing the lien against the Assessed Property, including attorney’s fees.

“Developer” means Hutto 1660, LP, their successors and assignees.

“LGC” means the local government corporation created by the City pursuant to Chapter 431, Texas Transportation Code, as amended, for the purpose of administering the PID and to provide for the installment purchase of the Authorized Improvements, among other purposes.

“Lot” means (i) for any portion of the Property for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (ii) for any portion of the Property for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multi-family, single family residential, etc.), as determined by the Administrator and confirmed by the City Council.

“Lot Type 1” means a Lot marketed by the Developer as 50’ lots.

“Mandatory Prepayment” has the meaning set forth in **Section VI.C** of this SAP.

“Non-Benefited Property” means Parcels within the boundaries of the PID that accrue no special benefit from the Authorized Improvements, including Owner Association Property, Public Property, and easements that create an exclusive use for a public utility provider. Property may be identified as Non-Benefited Property at the time the Special Assessments (i) are levied or (ii) are reallocated pursuant to a subdivision of a Parcel. Assessed Property converted to Non-Benefited Property, if the Special Assessments may not be reallocated pursuant to **Section VI.B**, remains subject to the Special Assessments and requires the Special Assessments to be prepaid as provided for in **Section VI.C**.

SECTION I – PLAN DESCRIPTION AND DEFINED TERMS

“Owner’s Association” means a homeowner’s association or property owner’s association.

“Owner’s Association Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, an Owner’s Association established for the benefit of a group of homeowners or property owners within the PID.

“Parcel” means a property identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the County.

“PID” means the Mustang Creek Public Improvement District created by the City pursuant to a Resolution approved June 7th, 2018.

“PID Act” means Chapter 372 of the Texas Local Government Code, as amended.

“Property” means the approximately 153.34 acres of property depicted and described by metes and bounds on Exhibit A to Resolution as adopted by the City June 7th, 2018.

“Public Property” means property, real property, right of way, and easements located within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the City, a county, a school district, a public utility provider, or any other political subdivision or public agency, whether in fee simple, through an exclusive use easement, plat, or a public utility easement.

“Service and Assessment Plan” or **“SAP”** or **“Assessment Plan”** means this Mustang Creek Public Improvement District Service and Assessment Plan (as such plan is amended and updated from time to time) adopted by the City in the first Assessment Order.

“Special Assessment” means the assessment(s) levied against a Parcel or Lot imposed pursuant to the Assessment Order and the provisions herein, as shown on the Assessment Roll, subject to reallocation upon the subdivision of such Parcel or Lot created by such subdivision or reduction according to the provisions hereof and the PID Act.

SECTION III –DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

Section III

DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. Authorized Improvement Overview

Section 372.003 of the PID Act identifies the authorized improvements that the City may choose to purchase and finance with the establishment of a PID. The Authorized Improvements identified in the PID Act include:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian mall;
- (v) acquisition and installment of pieces of art;
- (vi) acquisition, construction or improvement of libraries;
- (vii) acquisition, construction or improvement of off-street parking facilities;
- (viii) acquisition, construction, improvement or rerouting of mass transportation facilities;
- (ix) acquisition, construction or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x)
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation and cultural enhancement;
- (xiv) the development, rehabilitation, or expansion of affordable housing; and,
- (xv) the payment of expenses incurred in the establishment, administration and operation of the district.

The City has determined that of the improvements authorized under the PID Act, it will purchase only those Authorized Improvements more particularly described in **Section III.B.** Any change to the list of Authorized Improvements will require the approval of the City.

SECTION III –DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

B. Descriptions and Estimated Costs of Improvements

The Authorized Improvements are described below and the costs of such improvements are shown in **Table III**. The Budgeted Cost of the Authorized Improvements is \$9,455,000. The Special Assessments will only be used to purchase Authorized Improvements that benefit the Assessed Property. The costs shown in **Table III** may be revised through Annual Service Plan Updates.

The Authorized Improvements Costs of the Authorized Improvements are to be funded from the Special Assessment reimbursements as described herein.

A description of the Authorized Improvements follows:

- **Site Work, Site Grading, and Drainage:** Extensive grading and site balancing along with in-line detention designs will be implemented to reclaim considerable amounts of land inside the development. Due to the soil conditions in the area, the residential pad sites will also be moisture conditioned to provide increased stabilization and improved compaction conditions for residence foundations. The site also contains over 6,500' linear feet of underground storm drain ranging from 18" to 48" in diameter. The combined drainage system allows the subdivision to maximize the land usage within the development and provide an oversized stormwater system to efficiently, effectively and safely remove the storm water from the subdivision all while maintaining the current storm water levels required as the water exits the site.
- **Neighborhood Streets:** 18,129 linear feet of residential local (30' width) and collector streets (44' width) utilizing a total of 23.18 acres will be created throughout the subdivision to provide improved access within the subdivision as well as to FM1660 and future CR118 roadways.
- **Wastewater:** A new wastewater lift station will be constructed on .27 acres in the southeastern corner of the property and will serve the entire subdivision. The system includes the associated dedicated land along with 7,000 linear feet of force mains, over 17,000 linear feet of gravity lines and new easement dedications for future expansions.
- **Erosion and Sedimentation Control:** The erosion and sediment improvements consist of silt barriers and other methods to best stabilize the improvements being constructed.
- **Engineering and Planning Costs:** Engineering fees and other expenses associated with the Authorized Improvements described above.

SECTION III –DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

- **Parks and Open Space:** A large open space (approximately 49 acres) of riparian zone natural area, meadows, and play field to be dedicated to the City to provide run and play areas and walkable access to future school, church and commercial developments on the north end of the subdivision. An additional .29-acre amenity center lot will be near the entry of the subdivision and enhanced with playground equipment for neighborhood use.

Table III Authorized Improvements	
Description	Costs
<i>Authorized Improvements</i>	
Site Work, Site Grading, and Drainage	\$ 1,389,227
Neighborhood Streets	1,614,035
Wastewater	1,931,906
Erosion and Sedimentation Control	33,251
Engineering and Planning Costs	1,904,268
Parks and Open Space	2,582,313
Total Authorized Improvements	\$ 9,455,000
Source: Developer	
Note: The figures shown in Table III and the Budgeted Costs for the Authorized Improvements may be revised in Annual Service Plan Updates, and may be reallocated between line items so long as the Authorized Improvements total does not change.	

SECTION IV- ASSESSMENT PLAN

Section IV

ASSESSMENT PLAN

A. Introduction

The PID Act requires the City Council to apportion the cost of the Authorized Improvements based on the special benefits conferred to each lot or parcel by the Authorized Improvements. The PID Act provides that the Special Assessments and the costs of the Authorized Improvements may be allocated: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the City Council may establish the methods of assessing the special benefits for various classes of improvements. **Table IV-A** details the estimated allocation of costs of the Authorized Improvements between the Assessed Property and Non-Benefited Property.

This section of this SAP is intended to describe the special benefit conferred to each Parcel within the PID as a result of the Authorized Improvements, to provide the basis and justification for the determination that this special benefit exceeds the amount of the Special Assessments, and to explain the methodologies by which the City Council allocates and reallocates the special benefit for Authorized Improvements to Parcels and Lots so that there is an equal share of the cost of the Authorized Improvements and Special Assessments being apportioned to Parcels and Lots similarly benefited. The determination by the City Council of the assessment methodology set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners of any Assessed Property.

B. Special Benefit

The Assessed Property must receive a direct and special benefit from the Authorized Improvements, which must be equal to or greater than the amount of the Special Assessments. The Authorized Improvements are provided for the benefit of the Assessed Property.

When the City Council approved this SAP, the Developer owned 100% of the Assessed Property. The Developer has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Special Assessments to pay for the Authorized Improvements Cost associated therewith. The Developer has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Order; (ii) the SAP and the Assessment Order, and (iii) the levying of Special Assessments on the Assessed Property.

SECTION IV- ASSESSMENT PLAN

The City Council determined that funding the Authorized Improvements Cost for the Authorized Improvements through the PID is beneficial to the City. Accordingly, these Authorized Improvements confer a special benefit to the Assessed Property, and such special benefit exceeds the amount of the Special Assessment levied on the Assessed Property. This conclusion is supported by the evidence, information, and testimony provided to the City.

C. Allocation of Authorized Improvements Costs

The Authorized Improvements will provide a special benefit only to the Assessed Property. The Budgeted Cost of the Authorized Improvements is, therefore, allocated entirely to Assessed Property, as shown in **Table IV-A**. The Budgeted Costs detailed in **Table IV-A** for the Authorized Improvements are subject to revision through the Annual Service Plan Updates, but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Allocation of Authorized Improvements to Assessed Property		
Authorized Improvements	Total Cost	% Allocation [a]
Site Work, Site Grading, and Drainage	\$ 1,389,227	100%
Neighborhood Streets	1,614,035	100%
Wastewater	1,931,906	100%
Erosion and Sedimentation Control	33,251	100%
Engineering and Planning Costs	1,904,268	100%
Parks and Open Space	2,582,313	100%
Total Authorized Improvements	\$ 9,455,000	100%
[a] 100% of the Budgeted Costs for the Authorized Improvements are being allocated to Assessed Property.		

D. Special Assessment Methodology

The City Council may assess all or a portion of the Budgeted Cost of the Authorized Improvements against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the amount of the Special Assessments. All or a portion of the Budgeted Cost of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of costs on Assessed Property similarly benefited.

SECTION IV- ASSESSMENT PLAN

For purpose of the Assessment Plan, the City Council has determined that the Budgeted Costs associated with the Authorized Improvements shall be allocated on the basis of estimated buildout value. The Budgeted Costs associated with the Authorized Improvements shall be allocated to the Assessed Property by spreading the entire Special Assessment across all benefitting Parcels and Lots within the PID based on the ratio of the estimated buildout value of such Parcel or Lot to the estimated buildout value for all Assessed Property within the PID. The results of this allocation methodology are presented in **Table IV-B**.

Based on the Budgeted Costs for the Authorized Improvements, the City Council has determined that the benefit to the Assessed Property from the Authorized Improvements is at least equal to the Special Assessments levied on the Assessed Property as subdivided into individual Parcels or Lots.

Table IV-B Special Assessment Allocation								
Lot Type	Units/ SF	% Allocation of Total Special Assessment	Buildout Value at Completion	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit	Average Annual Installment Per Unit	Equivalent Tax Rate (per \$100/AV)
1	505	100.00%	\$ 133,412,376	\$ 9,455,000	\$ 710,894	\$ 18,723	\$ 1,408	\$ 0.53
Total	505	100.00%	\$ 133,412,376	\$ 9,455,000	\$ 710,894	\$ 18,723	\$ 1,408	\$ 0.53
Note: Although the actual unit counts and buildout value may vary from the allocations shown above, the initial assessment allocation for each Unit will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, the City and Corporation Interlocal Agreement and any other documents associated with the creation of the PID. The above estimate assumes a 5.5975% interest rate, a 35 year term for the PID, and initial Administrative Expenses of \$35,000.								

E. Special Assessment and Annual Installments

The Special Assessments for the PID will be levied on each Parcel and Lot according to the Assessment Roll. The Annual Installments for the PID will be collected on the dates and in the amounts shown on the Assessment Roll, subject to any revisions made during an Annual Service Plan Update.

F. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Lot based on the amount of outstanding assessment remaining on the Lot. The Administrative Expenses shall be collected as part of and in the same manner as the Annual Installments in the amounts shown on the Assessment Roll shown on Appendix A, which are subject to revision through Annual Service Plan Updates.

SECTION V SERVICE PLAN

Section V

SERVICE PLAN

The PID Act requires the SAP (i) cover a period of at least five years, and (ii) define the annual projected costs for the Authorized Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately 12 months for the Authorized Improvements to be constructed and purchased by the City.

The Budgeted Cost of the Authorized Improvements and payment of expenses incurred in the establishment, administration and operation of the PID is \$9,455,000 as shown in **Table V-A**. The SAP shall be reviewed and updated at least annually for purposes of determining the annual budget for Administrative Expenses, updating the Budgeted Costs of the Authorized Improvements, and updating the Assessment Roll shown on **Appendix A**. Any update to this SAP herein is referred to as an **“Annual Service Plan Update.”**

Table V-A summarizes the funds required to purchase the Authorized Improvements, and establish the PID. The funds shown in **Table V-A** shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Budgeted Cost and/or Authorized Improvements Costs, if any.

Table V-A Sources and Uses of Funds	
Sources of Funds	
Special Assessment	\$ 9,455,000
Owner Contribution	0
	\$ 9,455,000
Uses of Funds	
Authorized Improvements (a)	\$ 9,455,000
(a) See Table III and Table IV-A for details.	

SECTION V SERVICE PLAN

The Annual Installments for the first five years after the approval of this SAP are presented in **Table V-B**. The Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table V-B Projected Annual Installments					
Year	Principal Payments	Interest Expense	Administrative Expenses	Annual PID Installments	
2020	\$ 50,000	\$ 569,978	\$ 35,000	\$ 654,978	
2021	100,000	577,220	35,700	712,920	
2022	105,000	571,122	36,414	712,536	
2023	110,000	564,720	37,142	711,862	
2024	115,000	558,013	37,885	710,898	
Total	\$ 480,000	\$ 2,841,053	\$ 182,141	\$ 3,503,194	
Note: The Projected Annual Installments are the expenditures associated with the formation of the PID, the costs of formation and repayment of the PID Special Assessments as well as the administration of the PID. The estimates are based on a 35 year term for the PID and as assumed interest rate of 5.5975%.					

SECTION VI TERMS OF THE SPECIAL ASSESSMENTS

Section VI

TERMS OF THE SPECIAL ASSESSMENTS

A. Amount of Special Assessments and Annual Installments for Parcels

The Special Assessments and Annual Installments for each Assessed Property are shown on the Assessment Roll in **Appendix A-1**. The Special Assessments and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected in an amount sufficient to cover the Administrative Expenses.

B. Reallocation of Special Assessments for Parcels

1. *Upon Division Prior to Recording of Subdivision Plat*

Upon the division of any Assessed Property (without the recording of a subdivision plat), the Administrator shall reallocate the Special Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C / D)$$

“A” means the Special Assessment for a Parcel or Lot created by a subdivision plat.

“B” means the Special Assessment for the subdivided Parcel or Lot prior to division.

“C” means the Special Assessment for the Lot Type applicable to a Parcel or Lot created by a subdivision plat determined by reference to **Table IV-B**.

“D” means the sum of the Special Assessments for all Assessed Property created by a subdivision plat based on the Lot Type applicable to each Parcel or Lot.

If the resulting Special Assessment for a Parcel or Lot created by a subdivision plat exceeds the Special Assessment for the Lot Type applicable to such Parcel or Lot as shown in **Table IV-B**, the excess amount shall be prepaid as a Mandatory Prepayment as provided under **Section VI.C** herein.

SECTION VI TERMS OF THE SPECIAL ASSESSMENTS

The increase or reallocation of a Special Assessment for an Assessed Parcel that is a homestead under Texas law may not exceed the Special Assessment prior to the increase or reallocation. Any increase or reallocation pursuant to this section shall be reflected in a Service and Assessment Plan Update approved by the City. The division herein shall be considered an administrative action that will not require the City to issue notice and hold a public hearing.

2. *Upon Subdivision by a Recorded Subdivision Plat*

Once a Lot has a Special Assessment applied to it pursuant to **Section VI.B.1** above, and then proceeds to be subdivided again, the Special Assessments for each affected Lot will be allocated in accordance with the formula set forth in **Section VI.B.1** above. If the resulting Special Assessments for a Lot so subdivided exceeds the Special Assessment for the Lot Type applicable to such Lot as set forth in **Table IV-B**, the excess amount shall be prepaid as a Mandatory Prepayment as provided under **Section VI.C** herein.

Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an Annual Service Plan Update approved by the City Council. The reallocation of any Special Assessment as described herein shall be considered an administrative action and will not require any notice or public hearing by the City.

3. *Upon Consolidation*

Upon the consolidation of two or more Assessed Properties, the Special Assessment for the consolidated Assessed Property shall be the sum of the Special Assessments for the Assessed Properties prior to consolidation. The reallocation of a Special Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an update to this SAP approved by the City. The consolidation of any Assessed Property as described herein shall be considered an administrative action and will not require any notice or public hearing by the City.

C. Mandatory Prepayment of Assessments

If (i) Assessed Property or a portion thereof is transferred to a party that is exempt from the payment of the Special Assessment under applicable law, (ii) an owner causes a Parcel or Lot or portion thereof to become Non-Benefited Property, or (iii) a prepayment of a portion of a Special Assessment that has been reallocated as a result of a subdivision plat is required pursuant to **Section VI.B** above, the owner of such Parcel or Lot or portion thereof shall pay to the City, as applicable, the portion of the Special Assessment to be prepaid or the full amount of the Special Assessment for such Parcel or Lot or portion thereof prior to any such transfer or act (a "Mandatory Prepayment").

SECTION VI TERMS OF THE SPECIAL ASSESSMENTS

D. Reduction of Special Assessments

1. If, after all Authorized Improvements to be funded have been purchased, the Authorized Improvements Cost is less than the Budgeted Cost used to calculate the Special Assessments, then the City will reduce the Special Assessment securing each Assessed Property pro rata such that the sum of the resulting reduced Special Assessments for all Assessed Properties equals the reduced Authorized Improvements Cost.

E. Payment of Special Assessments

1. Payment in Full and Partial Pre-Payment

- The Special Assessment for any Parcel may be paid in full at any time in accordance with the PID Act.
- If an Annual Installment has been billed prior to payment in full of a Special Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount upon payment.
- Upon payment in full of a Special Assessment, the City shall deposit the payment in accordance with the City and Corporation Interlocal Agreement; whereupon, the Special Assessment for the Lot shall be reduced to zero, and the Lot owner's obligation to pay the Special Assessment and Annual Installments thereof shall automatically terminate. The City shall provide the owner of the affected Assessed Property a recordable "**Notice of PID Assessment Termination.**"
- At the option of a Lot owner, the Special Assessment on any Lot may be paid in part in an amount equal to the amount of prepaid Special Assessments, with respect thereto. Upon the payment of such amount for a Lot, the City shall deposit the payment in accordance with the City and Corporation Interlocal Agreement, the Special Assessment for the Lot shall be reduced by the amount of such partial payment, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Lot shall be reduced to the extent the partial payment is made.

SECTION VI TERMS OF THE SPECIAL ASSESSMENTS

2. Payment of Annual Installments

- The PID Act provides that a Special Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the City to collect interest and collection costs on the outstanding Special Assessment. A Special Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown in the Assessment Roll, which includes interest on the outstanding Special Assessment and Administrative Expenses. Pursuant to Section 372.018 of the PID Act, an Assessment bears interest at the rate specified by the governing body of the municipality or City beginning at the time or times or on the occurrence of one or more events specified by the governing body. The City Council has determined that the Assessments shall be paid in Annual Installments over a thirty five (35) year period, as shown in the Assessment Roll, with an interest rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index approved by the City Council and reported in the month prior to the establishment of the Special Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City Council is the S&P Municipal BondHigh Yield Index for which the yield to maturity on August 15, 2019 was 4.81 percent (4.81%).
- The Annual Installments as listed on the Assessment Roll have been calculated assuming an interest rate of 5.5975%. The Annual Installments may not exceed the amounts shown on the Assessment Roll except pursuant to any amendment or update to this SAP.
- The Annual Installments shall be reduced to equal the actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

SECTION VI TERMS OF THE SPECIAL ASSESSMENTS

F. Collection of Annual Installments

The Administrator shall, no less frequently than annually, prepare and submit to the City for its approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Assessed Property. Administrative Expenses shall be allocated among Assessed Properties in proportion to the amount of the Annual Installments for the Assessed Property. Each Annual Installment shall be reduced by any credits applied. Annual Installments may be collected by the City (or such entity to whom the City directs) in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act. The City may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of Assessed Property for nonpayment of the delinquent Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of a Special Assessment, shall be assessed annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. Delinquent installments of the Special Assessments shall incur interest, penalties, Administrative Expenses, and attorney's fees in the same manner as delinquent ad valorem taxes. The initial Annual Installments will be due when billed, and will be delinquent if not paid prior to February 1, 2020.

G. Summary of City Responsibilities

The City's responsibility under the SAP shall be as follows:

1. The City shall have no responsibility for administration, assessment, collection or payment of any amounts except as specifically provided in the SAP.
2. The City's sole obligations are to:
 - Review and approve the Annual Service Plan Update including the Annual Installments due for the upcoming year;
 - Contract with the Williamson County Appraisal District or other third party to collect the Assessments;
 - Establish the assessment account ("Assessment Account") to receive the funds collected from Assessments;

SECTION VI TERMS OF THE SPECIAL ASSESSMENTS

- Pay Administrative Expenses as provided herein;
- Direct the Administrator to take all reasonable efforts to collect Assessments including foreclosure of any lien securing delinquent Assessments;
- Deposit Assessments received, including funds received from foreclosure sales, into the Assessment Account; and,
- Pay funds out of the Assessment Account as provided herein and in the City and Corporation Interlocal Agreement.

SECTION VII THE ASSESSMENT ROLL

Section VII

THE ASSESSMENT ROLL

A. Assessment Roll

The City has evaluated each Lot (based on numerous factors such as the Public Property, the types of Authorized Improvements, and other development factors deemed relevant by the City) to determine the amount of Assessed Property within the PID.

The Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Authorized Improvements. **Table VII** summarizes the \$9,455,000 in special benefit received by the Assessed Property from the Authorized Improvements and the costs of the PID formation. The expected amount of the planned Special Assessment is \$9,455,000, which is less than the benefit received by the Assessed Property. Accordingly, the total Special Assessment to be applied to all the Assessed Property is \$9,455,000 plus annual Administrative Expenses. The Special Assessment for each Assessed Property is calculated based on the allocation methodologies described in **Section IV-D**. The Assessment Roll is attached hereto as **Appendix A**.

Table VII Special Benefit Summary	
Special Benefit Summary	Total Cost
Total Public Improvements (a)	\$ 9,455,000
Total Special Benefit	\$ 9,455,000
<i>Special Benefit</i>	
Total Special Benefit	\$ 9,455,000
Projected PID Special Assessment	\$ 9,455,000
Excess Benefit	\$ 0
(a) See Table III for details.	

B. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City for approval, updates to the Assessment Roll and the Annual Service Plan Update to reflect changes such as (i) the identification of each Parcel (ii) the Special Assessment for each Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Special Assessment is payable in installments); and (iv) payments of the Special Assessment, if any, as provided by **Section VI.E**. of this Service and Assessment Plan.

SECTION VIII MISCELLANEOUS PROVISIONS

Section VIII

MISCELLANEOUS PROVISIONS

A. Administrative Review

The City may elect to designate a third party to serve as Administrator of the PID. The City shall notify the Developer in writing upon appointing a third party Administrator.

To the extent consistent with the PID Act, if an owner of the Assessed Property claims that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, that owner must send a written notice describing the error to the Administrator no later than thirty (30) days after the date the invoice or other bill for the Annual Installment is received. If the owner fails to give such notice, such owners shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and, if necessary, meet with the Assessed Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Property owner, such change or modification shall be presented to the City Manager for approval, to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Property (except for the final year during which the Assessment shall be collected), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to City for determination. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

B. Termination of Assessments

Each Special Assessment shall terminate on the date the Special Assessment is paid in full, including payment of any unpaid Annual Installments and Delinquent Collection Costs, if any. After the termination of the Special Assessment, and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Assessed Property a recordable Notice of the PID Assessment Termination.

C. Amendments

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

SECTION VIII MISCELLANEOUS PROVISIONS

D. Administration and Interpretation of Provisions

The City shall administer (or cause the administration of) the PID, this SAP, and all Annual Service Plan Updates consistent with the PID Act.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this SAP, or the application of same to an Assessed Property or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part thereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this SAP is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this SAP and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

APPENDIX A

Appendix A
Assessment Roll

Appendix A Special Assessment by Property Owner					
Parcel	Tax Parcel ID	Acres	Owner	Special Assessment	Equivalent Tax Rate
A	R020381	147.92	Hutto 1660 LP	\$ 9,120,801	\$ 0.53
B	R325413	4.42	Hutto 1660 LP	\$ 272,539	\$ 0.53
C	R020382	1.00	Hutto 1660 LP	\$ 61,660	\$ 0.53
		153.34		\$ 9,455,000	\$ 0.53
Preliminary and subject to change					

APPENDIX A

Appendix A-1 **Annual Installments**

APPENDIX A

Appendix A-1 Annual Installments					
Year Ending (a)	PID Reimbursement			Administrative Expenses (b)	Annual Installment (c)
	Principal	Interest	Net Debt Service		
2020	\$ 50,000	\$ 569,978	\$ 619,978	\$ 35,000	\$ 654,978
2021	\$ 100,000	\$ 577,220	\$ 677,220	\$ 35,700	\$ 712,920
2022	\$ 105,000	\$ 571,122	\$ 676,122	\$ 36,414	\$ 712,536
2023	\$ 110,000	\$ 564,720	\$ 674,720	\$ 37,142	\$ 711,862
2024	\$ 115,000	\$ 558,013	\$ 673,013	\$ 37,885	\$ 710,898
2025	\$ 120,000	\$ 551,001	\$ 671,001	\$ 38,643	\$ 709,643
2026	\$ 130,000	\$ 543,684	\$ 673,684	\$ 39,416	\$ 713,099
2027	\$ 135,000	\$ 535,757	\$ 670,757	\$ 40,204	\$ 710,961
2028	\$ 140,000	\$ 527,525	\$ 667,525	\$ 41,008	\$ 708,533
2029	\$ 150,000	\$ 518,989	\$ 668,989	\$ 41,828	\$ 710,817
2030	\$ 160,000	\$ 509,843	\$ 669,843	\$ 42,665	\$ 712,507
2031	\$ 165,000	\$ 500,087	\$ 665,087	\$ 43,518	\$ 708,605
2032	\$ 175,000	\$ 490,026	\$ 665,026	\$ 44,388	\$ 709,414
2033	\$ 185,000	\$ 479,355	\$ 664,355	\$ 45,276	\$ 709,631
2034	\$ 195,000	\$ 468,075	\$ 663,075	\$ 46,182	\$ 709,256
2035	\$ 210,000	\$ 456,185	\$ 666,185	\$ 47,105	\$ 713,290
2036	\$ 220,000	\$ 443,380	\$ 663,380	\$ 48,047	\$ 711,427
2037	\$ 230,000	\$ 429,965	\$ 659,965	\$ 49,008	\$ 708,974
2038	\$ 245,000	\$ 415,941	\$ 660,941	\$ 49,989	\$ 710,930
2039	\$ 260,000	\$ 401,002	\$ 661,002	\$ 50,988	\$ 711,991
2040	\$ 275,000	\$ 385,149	\$ 660,149	\$ 52,008	\$ 712,157
2041	\$ 290,000	\$ 368,381	\$ 658,381	\$ 53,048	\$ 711,429
2042	\$ 305,000	\$ 350,698	\$ 655,698	\$ 54,109	\$ 709,807
2043	\$ 325,000	\$ 332,100	\$ 657,100	\$ 55,191	\$ 712,292
2044	\$ 340,000	\$ 312,284	\$ 652,284	\$ 56,295	\$ 708,579
2045	\$ 360,000	\$ 291,552	\$ 651,552	\$ 57,421	\$ 708,973
2046	\$ 380,000	\$ 269,601	\$ 649,601	\$ 58,570	\$ 708,171
2047	\$ 405,000	\$ 246,431	\$ 651,431	\$ 59,741	\$ 711,172
2048	\$ 430,000	\$ 221,736	\$ 651,736	\$ 60,936	\$ 712,671
2049	\$ 455,000	\$ 195,516	\$ 650,516	\$ 62,155	\$ 712,671
2050	\$ 480,000	\$ 167,773	\$ 647,773	\$ 63,398	\$ 711,170
2051	\$ 505,000	\$ 138,505	\$ 643,505	\$ 64,666	\$ 708,170
2052	\$ 535,000	\$ 107,712	\$ 642,712	\$ 65,959	\$ 708,671
2053	\$ 570,000	\$ 75,091	\$ 645,091	\$ 67,278	\$ 712,369
2054	\$ 600,000	\$ 40,335	\$ 640,335	\$ 68,624	\$ 708,959
Totals	\$ 9,455,000	\$ 13,614,727	\$ 23,069,727	\$ 1,749,807	\$ 24,819,533

(a) The dates represent the fiscal year ending 12/31/xx for the PID.

(b) Preliminary Estimate. The Administrative Expenses will be revised in Annual Service Plan Updates based on actual costs.

(c) Annual Installments are calculated assuming a 5.5975% interest rate for the 35 year term of the PID plus Administrative Expenses.

APPENDIX A

Appendix A-2 Annual Installments- Lot Type 1 per Lot					
Year Ending (a)	PID Reimbursement			Administrative Expenses (b)	Annual Installment (c)
	Principal	Interest	Net Debt Service		
2020	\$ 99	\$ 1,129	\$ 1,228	\$ 69	\$ 1,297
2021	\$ 198	\$ 1,143	\$ 1,341	\$ 71	\$ 1,412
2022	\$ 208	\$ 1,131	\$ 1,339	\$ 72	\$ 1,411
2023	\$ 218	\$ 1,118	\$ 1,336	\$ 74	\$ 1,410
2024	\$ 228	\$ 1,105	\$ 1,333	\$ 75	\$ 1,408
2025	\$ 238	\$ 1,091	\$ 1,329	\$ 77	\$ 1,405
2026	\$ 257	\$ 1,077	\$ 1,334	\$ 78	\$ 1,412
2027	\$ 267	\$ 1,061	\$ 1,328	\$ 80	\$ 1,408
2028	\$ 277	\$ 1,045	\$ 1,322	\$ 81	\$ 1,403
2029	\$ 297	\$ 1,028	\$ 1,325	\$ 83	\$ 1,408
2030	\$ 317	\$ 1,010	\$ 1,326	\$ 84	\$ 1,411
2031	\$ 327	\$ 990	\$ 1,317	\$ 86	\$ 1,403
2032	\$ 347	\$ 970	\$ 1,317	\$ 88	\$ 1,405
2033	\$ 366	\$ 949	\$ 1,316	\$ 90	\$ 1,405
2034	\$ 386	\$ 927	\$ 1,313	\$ 91	\$ 1,404
2035	\$ 416	\$ 903	\$ 1,319	\$ 93	\$ 1,412
2036	\$ 436	\$ 878	\$ 1,314	\$ 95	\$ 1,409
2037	\$ 455	\$ 851	\$ 1,307	\$ 97	\$ 1,404
2038	\$ 485	\$ 824	\$ 1,309	\$ 99	\$ 1,408
2039	\$ 515	\$ 794	\$ 1,309	\$ 101	\$ 1,410
2040	\$ 545	\$ 763	\$ 1,307	\$ 103	\$ 1,410
2041	\$ 574	\$ 729	\$ 1,304	\$ 105	\$ 1,409
2042	\$ 604	\$ 694	\$ 1,298	\$ 107	\$ 1,406
2043	\$ 644	\$ 658	\$ 1,301	\$ 109	\$ 1,410
2044	\$ 673	\$ 618	\$ 1,292	\$ 111	\$ 1,403
2045	\$ 713	\$ 577	\$ 1,290	\$ 114	\$ 1,404
2046	\$ 752	\$ 534	\$ 1,286	\$ 116	\$ 1,402
2047	\$ 802	\$ 488	\$ 1,290	\$ 118	\$ 1,408
2048	\$ 851	\$ 439	\$ 1,291	\$ 121	\$ 1,411
2049	\$ 901	\$ 387	\$ 1,288	\$ 123	\$ 1,411
2050	\$ 950	\$ 332	\$ 1,283	\$ 126	\$ 1,408
2051	\$ 1,000	\$ 274	\$ 1,274	\$ 128	\$ 1,402
2052	\$ 1,059	\$ 213	\$ 1,273	\$ 131	\$ 1,403
2053	\$ 1,129	\$ 149	\$ 1,277	\$ 133	\$ 1,411
2054	\$ 1,188	\$ 80	\$ 1,268	\$ 136	\$ 1,404
Totals	\$ 18,723	\$ 26,960	\$ 45,683	\$ 3,465	\$ 49,148

(a) The dates represent the fiscal year ending 12/31/xx for the PID.

(b) Preliminary Estimate. The Administrative Expenses will be revised in Annual Service Plan Updates based on actual costs.

(c) Annual Installments are calculated assuming a 5.5975% interest rate for the 35 year term of the PID plus Administrative Expenses.

APPENDIX B

Appendix B

Legal Description

FIELD NOTES

FOR

A 153.340 ACRE, OR 6,679,481 SQUARE FOOT, TRACT OF LAND BEING A PORTION OF A CALLED 169.99 ACRE TRACT RECORDED IN DOCUMENT NO. 2019000072 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, AND IN THE CCD CO. SURVEY, SECTION NO. 204, ABSTRACT NO. 693, AND ALSO IN THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97, ALL IN WILLIAMSON COUNTY, TEXAS. SAID 153.340 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE;

BEGINNING at a ½" iron rod found on the northwest corner of a called 0.50 acre tract recorded in Document No. 2000040392 of the Official Public Records of Williamson County, Texas, same being a point in the east right-of-way line of F.M. 1660, an 80-foot right-of-way recorded in Volume 476, Page 593 of the Deed Records of Williamson County, Texas for the southeast corner and **POINT OF BEGINNING** hereof, from which a TXDOT Type I monument found bears, S 22°01'31" E, 688.30 feet;

THENCE with the east right-of-way line of said F.M. 1660, same being the west boundary line of said 169.99 acre tract the following two (2) courses and distances:

1. N 22°01'31" W, a distance of 935.01 feet to a TXDOT Type I monument found, and
2. N 21°04'51" W, a distance of 1071.21 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the west boundary line of said 169.99 acre tract, same being the east right-of-way line of said F.M. 1660 for the northwest corner hereof, from which a TXDOT Type I monument found bears N 21°04'51" W, 1001.02 feet;

THENCE, departing the east right-of-way line of said F. M. 1660, through the interior of said 169.99 acre tract, the following three (3) courses and distances:

1. N 68°33'50" E, a distance of 1312.44 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a north corner hereof,
2. S 51°25'33" E, a distance of 216.15 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a north corner hereof, and
3. N 21°26'10" E, a distance of 711.67 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the north boundary line of said 169.99 acre tract, same being a point in the south boundary line of a called 65.00 acre tract recorded in Document No. 2009044814 of the Official Public Records of Williamson County, Texas for a north corner hereof;

APPENDIX B

153.340 Acre
Job No. 51048-00
Page 2 of 2

THENCE N 68°33'50" E, with the south boundary line of said 65.00 acre tract, same being the north boundary line of said 169.99 acre tract, a distance of **1189.71 feet** to a an iron rod with cap marked "Lenz & Assoc." found on the southeast corner of said 65.00 acre tract, same being a point in the west boundary line of a called 27.36 acre tract recorded in Volume 866, Page 661 of the Deed Records of Williamson County, Texas for the northeast corner hereof, from which an iron rod with cap marked "Lenz and Assoc." found on the northeast corner of said 65.00 acre tract bears, N 21°41'22" W, 1087.75 feet;

THENCE S 21°41'22" E, with the east boundary line of said 169.99 acre tract, same being in part the west boundary line of said 27.36 acre tract, also being in part the west boundary line of a remnant portion of called 107 acre tract recorded in Volume 309, Page 269 of the Deed Records of Williamson County, Texas and being in part the west boundary line of a called 10.00 acre tract recorded in Document No. 2008053240 of the Official Public Records of Williamson County, Texas, a distance of **3375.35 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on a point in the north boundary line of Rivers Crossing Subdivision, Phase Three, a subdivision according to the plat recorded in Cabinet X, Slide 250 of the Plat Records of Williamson County, Texas for a southeast corner hereof, from which a ½" iron rod found on the northeast corner of said Rivers Crossing Subdivision, Phase Three bears, S 82°15'05" E, 522.64 feet;

THENCE with the north boundary line of said Rivers Crossing Subdivision, Phase Three, same being the south boundary line of said 169.99 acre tract the following four (4) courses and distances:

1. N 82°15'05" W, a distance of **656.59 feet** to a ½" iron rod found for a south corner hereof,
2. N 83°17'18" W, a distance of **456.80 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a south corner hereof,
3. S 79°27'12" W, a distance of **893.10 feet** to a ½" iron rod found for a south corner hereof, and
4. S 78°54'12" W, at a distance of **772.40 feet** passing through a 2" iron pipe found in the south boundary line of the aforementioned 169.99 acre tract, continuing with the south boundary line of said 169.99 acre tract, same being the north boundary line of said 0.50 acre tract for a total distance of **781.81 feet** to the **POINT OF BEGINNING**, and containing 153.340 acres in Williamson County, Texas. Said tract being described in accordance with a survey map prepared by Pape-Dawson Engineers, Inc. under Job No. 51048-00.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: February 18, 2019
JOB No.: 51048-00
DOC.ID.: H:\survey\CIVIL\51048-00 MUSTANG CREEK\Word\FN-51048-00_153.340Ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

Parcel Map

REPRESENTATION, WARRANTY, AND INDEMNIFICATION AGREEMENT

This Representation, Warranty and Indemnification Agreement dated as of August 22, 2019 (this “Agreement”) is executed and delivered by and among the River Creek Development Corporation (the “Corporation”), Hutto1660, LP (the “Developer”), Preston Hollow Capital, LLC (the “Lender”) and Stifel, Nicolaus & Company Incorporated (the “Loan Placement Agent”) with respect to that certain loan (the “Loan”) made to the Corporation by the Lender, which Loan is expected to finance the construction of certain Public Improvements for which the Developer will serve as Construction Manager. The parties hereto hereby agree as follows:

1. Terms. Terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. The Parties hereto acknowledge and agree that: (i) the transaction contemplated by this Agreement is an arm’s length, commercial transaction between the Corporation and the Lender and the Loan Placement Agent in which the Loan Placement Agent is not acting as a municipal advisor, financial advisor or fiduciary to the Corporation or the Developer; (ii) the Loan Placement Agent has not assumed any advisory or fiduciary responsibility to the Corporation or the Developer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Loan Placement Agent has provided other services or is currently providing other services to the Corporation or Developer on other matters); (iii) the only obligations the Loan Placement Agent has to the Corporation or the Developer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; (iv) the Corporation and the Developer have consulted their own legal, accounting, tax, financial and other advisors, as applicable, to the extent they have deemed appropriate; and (v) the use of the term “Solicitor” or “Agent” with reference to this Agreement and the role of the Loan Placement Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such terms are used merely as a matter of market custom and intended to create or reflect only an independent contractor relationship between contracting parties and the Loan Placement Agent exercises its own independent judgment in connection with its rights and duties under this Agreement.

3. Developer Representations, Warranties and Covenants. In order to induce the Lender to make the Loan to the Corporation and for the Corporation to enter into the Construction Contract with the Developer, and as consideration for, among other things, the solicitation of the Loan from the Lender by the Loan Placement Agent and the execution and delivery of the Loan Agreement by the Corporation, the Developer represents, warrants and covenants to the Loan Placement Agent and the Corporation that:

(a) Due Organization, Existence and Authority of the Developer. The Developer is duly formed and validly existing as a limited partnership under the laws of the State of Texas, with full rights, power and authority to execute, deliver and perform its obligations under:

(i) this Agreement;

(ii) the Continuing Disclosure Agreement of Developer, executed and delivered by the Developer, Development Planning and Financing Group, Inc., as Administrator, and UMB Bank, N.A., as Dissemination Agent, effective as of August 22, 2019 (the “Developer Continuing Disclosure Agreement”);

(iii) the Construction Contract;

(iv) the Landowner Agreement between the Developer and the City of Hutto, Texas dated as of August 22, 2019 (the “Landowner Agreement”);

(v) any other documents and certificates of the Developer described in any of the foregoing (i) through (iv) above (collectively, the “Developer Documents”).

(b) Organizational Documents. The copies of the organizational documents of the Developer, delivered on the Closing Date (the “Developer Organizational Documents”), are fully executed, true, correct and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

(c) Due Authorization and Approval. By all necessary action, the Developer has duly authorized and approved its execution and delivery of the Developer Documents and the performance by the Developer of its obligations contained in the Developer Documents as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(d) No Breach or Default. To the best of the Developer’s knowledge, the execution and delivery of the Developer Documents by the Developer and compliance by the Developer with the provisions thereof under the circumstances described therein do not and will not in any material respect conflict with or constitute on the part of the Developer a breach or default under (i) any order, writ, judgment, injunction, decree, determination or award of any governmental authority against or with respect to the Developer, or (ii) any agreement or instrument to which the Developer is a party or by which it is bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would, in any material respect, constitute a default or an event of default by the Developer under the Developer Documents.

(e) No Litigation. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, regulatory body, public board or body pending, or, to the best knowledge of the Developer, threatened against or affecting the Developer:

(i) (A) in any way questioning the due formation and valid existence of the Developer; (B) in any way challenging the titles of the Developer’s officers or members executing the Developer Documents, (C) in any way contesting or affecting the validity or enforceability or the execution and delivery by the Developer of the Developer Documents or the consummation of the transactions

described therein; or (D) in any way questioning or contesting the construction and development of the Public Improvements.

(ii) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of the Developer or its managing member, or would (A) affect the creation, organization, existence, or powers of the Developer or the Developer's managing member, (B) in any way question or affect this Agreement, the Developer Documents or the transactions described in this Agreement or the Developer Documents or (C) adversely affect (1) the transactions contemplated by, or the validity or enforceability of, the Loan, the Loan Agreement, the Interlocal Agreement, the Service and Assessment Plan, this Agreement, (2) the tax-exempt status of interest on the Loan, or (3) the financial condition of the Developer or the Developer's ability to complete the Public Improvements.

(f) Information. The information prepared and submitted by the Developer to the Corporation or the Lender in connection with Loan, including all information relating to the Borrower, the Loan and the Public Improvements, was, and is, as of this date, true and correct in all material respects.

(g) Agreement. The Developer covenants that, while the Loan and any Securitization Bonds (as defined herein) are outstanding, the Developer will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn the Mustang Creek Public Improvement District (the "District"), the validity of the Developer Documents, the levy or collection of the Assessments or the validity of the Loan or the proceedings relating to their issuance.

(h) Permits, Licenses, Etc. The Developer has obtained and there are currently in force and effect, or the Developer is not aware of any fact that will prevent the Developer from receiving at or prior to the Closing Date or by the date required or necessary therefor, all consents, permits, licenses, certificates and other approvals (governmental or otherwise) required of it that:

(i) are necessary to conduct the Developer's business as it is currently being conducted;

(ii) would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance of its obligations under this Agreement, the Developer Documents and any other material agreement or instrument to which they are a party and which is to be used or contemplated for use in the consummation of the transactions described herein or by the Loan Agreement or the Construction Contract relating to the financing and construction of the Public Improvements; or

(iii) are necessary for the acquisition, construction and operation of the Public Improvements.

(i) Events of Default. To the best of the Developer's knowledge, no "Event of Default" or "event of default" by the Developer under any of the Developer Documents, any documents to which Developer or is a party, or under any Documents relating to the financing and construction of the Public Improvements to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default," by the Developer has occurred and is continuing.

(j) Financing. Other than the Assessments, no debt will be issued nor will any additional liens be placed on the property within the District in order to complete the construction of the Public Improvements unless such debt or additional liens are subordinate to the liens created by the levy of the Assessments, and the Developer provides written notice of such subordination to the lender of such subordinate debt and the City.

(k) Taxes and Assessments. All ad valorem taxes and assessments are current on the property which the Developer owns within the District.

(l) Intentional Actions Regarding Representations and Warranties. The Developer covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

4. Closing Conditions. The closing of the Loan with the Lender shall be subject to the following additional conditions:

(a) Bring-Down Representations of the Developer. The representations and covenants of the Developer contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

(b) No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Developer Documents, or other documents relating to the financing and construction of the Project, and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of such Developer to complete the Public Improvements.

(c) Developer Certificate. Delivery of a certificate or certificates of the Developer, dated the Closing Date, to the effect that:

(i) the representations and warranties of the Developer contained herein and in the Developer Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Developer Documents have been properly executed by the Developer, have not been amended or rescinded, and the delivery and due performance thereof by the Developer have been authorized by the Developer;

(iii) to the best of the Developer's knowledge after due inquiry, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, regulatory body, public board or body pending, or, to the best knowledge of the Developer, threatened against or affecting the Developer:

(1) (A) in any way questioning the due formation and valid existence of the Developer; (B) in any way challenging the titles of the Developer's officers or members executing the Developer Documents, (C) in any way contesting or affecting the validity or enforceability or the execution and delivery by the Developer of the Developer Documents or the consummation of the transactions described therein; or (D) in any way questioning or contesting the construction and development of the Public Improvements; and

(2) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of the Developer or its managing member, or would (A) affect the creation, organization, existence, or powers of the Developer or the Developer's managing member, (B) in any way question or affect this Agreement, the Developer Documents or the transactions described in this Agreement or the Developer Documents or (C) adversely affect (i) the transactions contemplated by, or the validity or enforceability of, the Construction Contract, the Service and Assessment Plan, the Loan Agreement, the Interlocal Agreement, or this Agreement, (ii) the tax-exempt status of interest on the Loan, or (iii) the financial condition of the Developer or the Developer's ability to complete the Public Improvements; and

(iv) the Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer hereunder or prior to the Closing.

(d) Organizational Documents and Good Standing. The Developer shall have delivered fully executed copies of the Developer Organizational Documents and (i) a Certificate of Fact from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

(e) Developer Documents. The Developer Documents shall have been executed and delivered by the parties thereto.

(f) Evidence of Filing of Creation Resolution, Landowner Agreement and Assessment Ordinance. Delivery of evidence to the Lender and the Loan Placement Agent that (i) the resolution creating the District, including legal description of the

District by metes and bounds, the Landowner Agreement and (ii) the ordinance levying the Assessments, including the assessment rolls and a statement indicating the contact for and address of where a copy of the Service and Assessment Plan, and any updates thereto may be obtained or viewed, have been filed of record in the real property records of Williamson County, Texas.

(g) Evidence of Ownership of Property. Delivery of evidence that on the date that the Assessment Ordinance was adopted all of the Assessed Parcels were owned by the Developer, other development entities, or such landowners that are not entities that may claim a homestead right under Texas law.

(h) Executed Agreements and Performance Thereunder. At the time of the Closing (a) the Developer Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented; (b) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Metcalfe Wolff Stuart & Williams, LLP, counsel to the Developer (“Developer’s Counsel”), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in this Agreement, the Developer Documents; and (c) the Developer shall perform or have performed its obligations required or specified in the Developer Documents to be performed at or prior to Closing.

(i) Opinion of Developer’s Counsel. Delivery of an opinion of Developer’s Counsel dated the Closing Date and addressed to the Lender, Loan Placement Agent and Loan Placement Agent’s Counsel, with respect to matters relating to the Developer.

5. Securitization Bonds.

The Developer and the Corporation understand and agree that the Lender may take steps to securitize the revenues to be received under the Loan through the issuance of pooled municipal bonds (the “Securitization Bonds”) and that the Securitization Bonds shall be sold to purchasers by an underwriter or placement agent for such Securitization Bonds (the “Securitization Bond Underwriter”), which Securitization Bond Underwriter may be the Loan Placement Agent. If Securitization Bonds are issued, the Developer agrees as follows:

(a) Offering Document. The Developer will cooperate and provide information relating to the Developer (and any relevant affiliates), the Public Improvements, and the development in which the Public Improvements will be installed, and any financing for such Public Improvements (collectively, the “Developer Information”) as requested by the Securitization Bond Underwriter as necessary in connection with the preparation of any offering materials (including any amendments or supplements to such offering materials) to be utilized by the Securitization Bond Underwriter in the marketing of the Securitization Bonds (the “Offering Document”) such that the Developer Information does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated in the Offering Document or necessary to make the statements in the Offering Document, in light of the circumstances under which they were made, not misleading. Notwithstanding the

foregoing, it is hereby acknowledged and agreed that Developer shall not be responsible for any costs of issuance or other expenses associated with the Securitization Bonds (including without limitation underwriters discount, bond counsel fees, underwriter counsel, financial advisor fees, appraisals, market studies, etc.). Further, none of the funds contained in the Construction Account of the Project Fund held under the Fiscal Agent Agreement shall be used to pay costs of issuance or any other costs related to the Securitization Bonds.

(b) Bring Down Certificate: The Developer shall deliver to the Bond Securitization Underwriter a certificate or certificates of the Developer, dated the delivery date of the Securitization Bonds, to the effect that:

(i) the Developer Information set forth in the Offering Document is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, as of the date thereof;

(ii) although the Developer has not verified and does not assume any responsibility for the accuracy, completeness, or fairness of the information contained in the Offering Document other than the Developer Information, and without independent verification, no facts came to the Developer's attention to lead it to believe that the Offering Document, as of its date or as of the date of Closing (except for financial, forecast, technical and statistical statements and data therein and the information regarding The Depository Trust Company and its book-entry only system, in each case as to which it is not called upon to comment) contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) Assignment and Assumption of Developer Obligations. In the event that the Developer (i) sells the land in the District to a third party which is expected to be responsible for development of the land in the District (the "Developer Assignee"), the Developer covenants and agrees to assign its rights and obligations under the Developer Documents or any other document of the Developer relating to the Loan to the Developer Assignee, and require such Developer Assignee to assume the same, to the extent that such assignment and assumption is required in connection with the Securitization Bonds and (ii) covenants and agrees to require such Developer Assignee to assume the obligations of the Developer under this Section 5. The Lender and the Corporation hereby consent to such assignment provided that the Developer Assignee has assumed all rights and obligations of the Developer in accordance with the provisions of the Construction Contract and the Loan Agreement.

(d) Indemnification relating to Securitization Bonds. If Securitization Bonds are issued and the Loan Placement Agent serves as underwriter or placement agent for such Securitization Bonds, the Developer will indemnify and hold harmless the Loan

Placement Agent, and its officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, to the extent, but only to the extent, as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in any Offering Document or any amendment or supplement to any Offering Document amending or supplementing solely with respect to claims arising out of the Developer Information, or arise out of or are based upon the omission or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

The obligations of the Developer described in subparagraphs 5(a) and 5(b) of this Section 5 shall survive the Closing of the Loan and shall terminate on the delivery date for the Securitization Bonds. The obligations of the Developer contained in subparagraphs 5(c) and 5(d) above shall survive any termination of this Agreement.

6. Notice.

Any notice or other communication to be given to the Corporation under this Agreement may be given by delivering the same in writing to:

River Creek Development Corporation
Attention: Chair
500 W. Live Oak Street
Hutto, Texas 78634
E-mail: odis.jones@huttotx.gov
bbingham@mcginnislaw.com

Any notice or other communication to be given under this Agreement to the Developer may be given by delivering the same in writing to:

Hutto1660, LP
12306 Technology Blvd.
Austin, Texas 78727
Phone: 512-250-5888; Fax: 512-219-0414
E-mail: scott@packsaddlepartners.com

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attention: Steve Metcalfe
221 W. 6th, Suite 1300
Austin, Texas 78701
E-Mail: SMetcalfe@mwswtexas.com

Any notice or other communication to be given to the Loan Placement Agent under this Agreement may be given by delivering the same in writing to:

Stifel, Nicolaus & Company Incorporated
501 N. Broadway
St. Louis, MO 63102
Phone: (314) 342-2153,
Attention: Laura Radcliff
E-Mail: laura.radcliff@stifel.com

Any notice or other communication to be given to the Lender under this Agreement may be given by delivering the same in writing to:

Preston Hollow Capital, LLC
1717 Main Street, Suite 3900
Dallas, Texas 75201
E-Mail: jdinan@phcllc.com
Attention: John Dinan

7. Entire Agreement. This Agreement is made solely for the benefit of the Corporation, the Developer, Lender and the Loan Placement Agent (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the Developer's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Lender or the Loan Placement Agent; or (ii) delivery of any Loan Funds pursuant to this Agreement. The agreements contained in this Section shall survive any termination of this Agreement.

8. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

9. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

10. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

11. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

12. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by any party hereto without the prior written consent of the other parties hereto.

13. No Personal Liability. None of the members of the Board of Directors, nor any officer, representative, agent, or employee of the Corporation, shall be charged personally by the Loan Placement Agent or the Developer with any liability, or be held liable to the Loan Placement Agent or the Developer under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

IN WITNESS WHEREOF, the parties have caused this Developer Representation Agreement to be executed as of the date first set forth above.

**STIFEL, NICOLAUS & COMPANY
INCORPORATED,**
as Loan Placement Agent

By: _____
Name: _____
Title: _____

**HUTTO 1660, LP,
a Texas Limited Partnership**

By: Packsaddle Real Estate Partners, LLC
Its: General Partner

By: _____
Name: Scott Rempe
Title: Managing Member

**RIVER CREEK DEVELOPMENT
CORPORATION**

By: _____
Name: _____
Title: _____

PRESTON HOLLOW CAPITAL, LLC,
as Lender

By: _____
Name: _____
Title: _____

CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER

This Continuing Disclosure Agreement of the Developer dated as of September 5, 2019 (this “Disclosure Agreement”) is executed and delivered by and among Hutto1660, LP, a Texas limited partnership (the “Developer”), Development Planning & Financing Group, Inc., as Administrator (the “Administrator”), and Preston Hollow Capital, LLC, as Lender (the “Lender”), and UMB Bank, N.A., as Dissemination Agent (the “Dissemination Agent”) and delivered with respect to the Loan (as defined herein). The Developer, the Administrator, the Lender, and the Dissemination Agent agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered for the benefit of the Lender and any subsequent Holder.

SECTION 2. Definitions. In addition to the definitions set forth above and in the Loan Agreement dated as of September 5, 2019, relating to the Loan (the “Loan Agreement”), which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrative Expenses” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Administrator” shall mean the employee or designee of the City, identified in the District’s Service and Assessment Plan, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

“Affiliate” shall mean an entity that owns property within the District and is controlled by, controls, or is under common control with the Developer or any Subsequent Third Party Owner.

“Annual Installment(s)” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas.

“City” shall mean the City of Hutto, Texas.

“Construction Contract” shall mean the Construction Contract between the Corporation and the Developer dated as of September 5, 2019.

“Corporation” shall mean the River Creek Development Corporation.

“Developer” shall mean Hutto1660, LP, a Texas limited partnership, including any Affiliate of the Developer, and its successors and assigns.

“Dissemination Agent” shall mean UMB Bank, N.A., or any successor Dissemination Agent designated in writing by the Developer to the Lender and the Administrator.

“District” shall mean the Mustang Creek Public Improvement District.

“Interlocal Agreement” shall have the meaning assigned to such term in the Loan Agreement.

“Holder” shall mean the holder of the Note.

“Listed Events” shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

“Loan” shall mean that certain loan made to the Corporation pursuant to the Loan Agreement.

“Note” shall have the meaning given to it in the Loan Agreement.

“Public Improvements” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Quarterly Improvement Implementation Report” shall mean any Quarterly Improvement Implementation Report prepared on behalf of the Developer by the Administrator pursuant to, and as described in, Section 3 of this Disclosure Agreement.

“Quarterly Reporting Date” means each March 30, June 30, September 30, and December 30, beginning December 30, 2019.

“Service and Assessment Plan means the Service and Assessment Plan adopted for the District, as amended or updated from time to time, including any annual updates thereto.

“Special Assessments” shall have the meaning assigned to it in the Service and Assessment Plan.

“Subsequent Third Party Owner” shall have the meaning assigned to such term in Section 5 of this Disclosure Agreement.

SECTION 3. Quarterly Improvement Implementation Reports.

(a) (a) The Developer shall cause the Administrator to prepare the Quarterly Improvement Implementation Report and shall provide, or cause to be provided, to the Administrator, at its cost and expense, at least fifteen (15) Business Days prior to each Quarterly Reporting Date, any information in its knowledge or possession or that will enable the Administrator to complete each Quarterly Improvement Implementation Report containing the information described in this Section 3. The Developer shall provide, or cause to be provided, such information required for the preparation of each Quarterly Improvement Implementation Report during the period from the closing of the Loan until such time as the Developer’s obligation to provide such information has terminated pursuant to Section 3(e) hereof.

(b) The Administrator shall provide to the Dissemination Agent, on or before five (5) Business Days before each Quarterly Reporting Date, each Quarterly Improvement Implementation Report containing the information described in Sections 3(c)-3(e). The Dissemination Agent shall provide such information to the Lender within three (3) Business Days of the Dissemination Agent's receipt thereof pursuant to this subsection 3(b), but in no event later than the respective Quarterly Reporting Date provided that the Dissemination Agent has received such Quarterly Improvement Implementation Report in a timely manner. The Dissemination Agent has no duty or obligation to confirm that any Quarterly Improvement Implementation Report provided to it under this Section 3(b) contains the required information.

(c) Such Quarterly Improvement Implementation Report shall include:

(i) Statement from the Developer as to the status of acquisition loans, development loans and any permanent financing, if any, with respect to any development undertaken by the Developer in the District not financed with the proceeds of the Loan, including loan balance, existence of deeds of trust or other similar encumbrances against the property in the District existence of any default and remaining term;

(ii) Statement as to available funds to complete the development in the District currently under construction (both Loan financed and non-Loan financed development currently under construction by the Developer);

(iii) Status of parcel and/or lot sales from the Developer to any other party by type and average pricing, as well as anticipated future absorption projections;

(iv) A statement as to material changes, if any, in the form, organization or controlling ownership of the Developer;

(v) The status of any governmental approvals (other than customary home building permits required after delivery of a finished lot) required for completion of the Public Improvements;

(vi) Any information regarding the Public Improvements or other information as may be reasonably requested by the Lender relating to the ability of the Developer to fulfill its obligations under the Construction Contract or the Service and Assessment Plan;

(vii) Written notification of any significant zoning or land use entitlement changes within the District, or any other changes initiated by the Developer that affect: (1) the development within the District as described in the Service and Assessment Plan, or (2) the likelihood of the timely payment of the Special Assessments levied on land or parcels owned by the Developer; and

(viii) Any changes to the land use designation for the property in the District initiated by the Developer that affect its development for those purposes identified in the final Service and Assessment Plan, as the same may be amended and supplemented from time to time.

(d) Additionally, the Developer shall provide or cause to be provided the following information to the Administrator for inclusion in each Quarterly Improvement Implementation Report:

(i) With respect to any land owned by the Developer in the District, the number, dollar amount, and property type (e.g., developed lots, undeveloped pads, parcels, raw land) under contract with wholesale purchasers and the name of each such purchaser;

(ii) A listing of any Subsequent Third Party Owners (defined below) of land owned by the Developer in the District liable for payment of at least twenty percent (20%) of the Special Assessments, the amount of the levy of Special Assessments against the property owned by such Subsequent Third Party Owner, and the percentage of such Special Assessments relative to the entire levy of Special Assessments;

(iii) On a per quarter and running total basis, (A) the number of residential units for which construction has begun on land or lots in the District owned by the Developer, (B) the number of residential units for which construction has been completed on land or lots in the District owned by the Developer, (C) the number of residential units which have been sold to end users and the average sales price therefor on land or lots in the District owned by the Developer and (D) the estimated date of completion for all residential units expected to be constructed on land or lots in the District owned by the Developer;

(e) With respect to the Public Improvements, the Developer will establish an accounting and budgeting system and shall provide or cause to be provided the following information to the Administrator for inclusion in each Quarterly Improvement Implementation Report:

- (i) Total expected costs for design and engineering to be completed after closing of the Loan;
- (ii) Total expected construction budget;
- (iii) Construction budget allocated to each progress milestone;
- (iv) Forecast construction milestones by date;
- (v) Forecast completion date; and
- (vi) Forecast City acceptance date of the Public Improvements.

Quarterly progress reports, reflecting the points listed above, will be summarized by the Developer to reflect the progress and conformance with the overall project budget. These quarterly summaries will be filed with the Administrator for assembly into the Quarterly Improvement Implementation Report and delivered to the Lender. Budget overruns in excess of \$250,000 per quarter or delays of greater than sixty (60) days will be highlighted and explained and the Developer shall include a plan to remedy the situation.

(f) Notwithstanding anything contained herein, the Developer's filings under solely Section 3(e) will terminate after the City accepts the final segment of the Public Improvements and Developer provides a final summary report covering the period from the date of its last preceding quarterly progress report to the date of the City's acceptance of the final segment of the Public Improvements. The Developer shall provide the Administrator and the Dissemination Agent with written notice, which written notice shall be acknowledged and signed by the City, of the completion of such Public

Improvements. Within five (5) Business Days of receipt of notice pursuant to this Subsection 3(f), the Dissemination Agent shall file a notice of termination in the form attached hereto as Exhibit B of obligation to provide Quarterly Improvement Implementation Reports (the “Quarterly Construction Report Termination”) to the Lender within ten (10) Business Days of its receipt thereof

SECTION 4. Event Reporting Obligations of Developer.

(a) Each of the following is a “Listed Event”:

(i) Failure to pay any real property taxes or Special Assessments levied within the District on a parcel owned by the Developer;

(ii) Material damage to or destruction of any development or improvements, including the Public Improvements within the District;

(iii) Material default by the Developer on any loan with respect to the development or permanent financing of the Public Improvements undertaken by the Developer;

(iv) Material default by the Developer on any loan secured by property within the District owned by the Developer;

(v) The bankruptcy filing of the Developer or any determination that the Developer is unable to pay its debts as they become due;

(vi) The consummation of a merger, consolidation, or acquisition of the Developer, or the sale of all or substantially all of the assets of the Developer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(vii) The filing of any lawsuit with claim for damage, in excess of \$1,000,000 against the Developer which may adversely affect the completion of development in the District or litigation which would materially adversely affect the financial condition of the Developer; and

(viii) Any change in the legal structure, chief executive officer or controlling ownership of the Developer.

Whenever a Listed Event relating to the Developer or any Subsequent Third Party Owner occurs, such party shall promptly, not more than five (5) Business Days after the occurrence of such Listed Event, notify the Administrator and the Dissemination Agent in writing and the Developer or Subsequent Third Party Owner, as applicable, shall direct the Dissemination Agent to immediately file a notice of such occurrence with the Lender. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Any notice under the preceding paragraph shall be accompanied with the text of the disclosure that the Developer or Subsequent Third Party Owner, as applicable, desires to make, the written authorization of the Developer or Subsequent Third Party Owner, as applicable, for the Dissemination Agent to disseminate such information as provided herein, and the date the Developer or Subsequent

Third Party Owner, as applicable, desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event).

(b) In all cases, the Developer or Subsequent Third Party Owner, as applicable, shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures provided pursuant to this Disclosure Agreement. In addition, the Developer or Subsequent Third Party Owner, as applicable, shall have the sole responsibility to ensure that any notice required to be filed with the Lender under this Section 4 is actually filed within ten (10) Business Days of the occurrence of the Listed Event, provided that the sole remedy for failure to timely file notice of a Listed Event by the Developer or Subsequent Third Party Owner shall be an action for mandamus or specific performance as provided in Section 10 hereof.

SECTION 5. Subsequent Third Party Owners; Termination of Reporting Obligations.

(a) If the Developer sells, assigns or otherwise transfers ownership of real property in the District to a third party, which results in such third party, including any Affiliate of such third party, owning property representing at least twenty percent (20%) of the total Annual Installments of the Special Assessments first coming due after such transfer of ownership (a "Subsequent Third Party Owner"), the Developer shall require such Subsequent Third Party Owner to assume and comply with the Developer's disclosure obligations in Sections 3, 4 and 5(a)-(b) hereunder with respect to such acquired real property for so long as such Subsequent Third Party Owner is the owner of property representing at least twenty percent (20%) of the total of Annual Installments of the Special Assessments next coming due; provided that information relating to the construction and status of the Public Improvements required to be provided under Sections 3 and 4 shall only be required of such Subsequent Third Party Owner to the extent such Subsequent Third Party Owner has assumed the obligation to construct any Public Improvements. The Developer shall deliver to the Dissemination Agent, the Administrator and the Lender a written acknowledgement from each Subsequent Third Party Owner acknowledging and assuming its obligations under this Disclosure Agreement. Upon any such transfer to a Subsequent Third Party Owner, and such Subsequent Third Party Owner's assumption of Developer's obligations under Sections 3 and Section 4 of this Disclosure Agreement as to the property transferred, Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred.

(b) The reporting obligations of the Developer or a Subsequent Third Party Owner, if any, pursuant to Section 4 of this Disclosure Agreement shall terminate (i) upon the legal defeasance or payment in full of the Loan or (ii) when the Developer or a Subsequent Third Party Owner, if any, is no longer responsible for the payment of Annual Installments of Special Assessments equal to at least 20% of the total Annual Installment of Special Assessments for any year.

(c) At such time that the Developer or a Subsequent Third Party Owner, if any, is no longer responsible for the payment of Annual Installments of Special Assessments equal to at least 20% of the total Annual Installment of Special Assessments for any year, the Administrator shall provide written notice to the Developer, any Subsequent Third Party Owner, if applicable, the Lender and the Dissemination Agent that such party is no longer responsible for the payment of Annual Installments of Special Assessments equal to at least 20% of the total Annual Installment of Special Assessments for any year, thereby, terminating such party's reporting obligations under this Disclosure Agreement (the "Termination Notice"). If such termination notice with respect to the Developer or a Subsequent

Third Party Owner occurs prior to the legal defeasance or payment in full of the Loan, the Administrator shall immediately provide, or cause to be provided, the Termination Notice to the Dissemination Agent, and the Dissemination Agent shall provide such Termination Notice to the Lender within ten (10) Business Days of its receipt thereof.

(d) The reporting obligations under this Disclosure agreement shall terminate (i) upon the legal defeasance or payment in full of the Loan or (ii) when the Developer and any Subsequent Third Party Owner, if any, are no longer responsible for the payment of Annual Installments of Special Assessments equal to at least 20% of the total Annual Installment of Special Assessments for any year and any Termination Notice required by subsection (b) of this Section 5 has been provided to the Lender.

SECTION 6. Dissemination Agent. The Developer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out the Developer's obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent, provided that in the event that the Developer discharges the Dissemination Agent without appointing a successor Dissemination Agent, the Developer shall give notice to the Lender within 5 business days of (i) the discharge of the Dissemination Agent and (ii) that no successor Dissemination Agent has been appointed. The Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the City. If at any time there is not any other designated Dissemination Agent engaged by the Developer, a new Dissemination Agent shall be appointed by the Developer or the Developer shall serve as the Dissemination Agent until a new Dissemination Agent has been appointed and has accepted the duties and obligations of this Agreement relating to the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be UMB Bank, N.A.

SECTION 7. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Developer, the Administrator, the Lender and the Dissemination Agent may jointly amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Developer, the Lender or Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3 or 4, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Developer, or the type of business conducted; and

(b) The amendment or waiver does not, in the opinion of Loan Counsel, materially impair the interests of the Lender or Holders.

SECTION 8. Delivery of Information.

(a) All notices, reports or information to be provided to the Dissemination Agent pursuant to this Disclosure Agreement shall be provided to the following address or e-mail address:

Jose Gaytan
UMB Bank

6034 W Courtyard Dr., Ste. 370
Austin, TX 78730
512-582-5851 (Office)
512-582-5855 (Fax)
E-Mail: Jose.gaytan@umb.com

(b) All notices, reports or information to be provided to the Lender pursuant to this Disclosure Agreement shall be provided to the following address or e-mail address:

Preston Hollow Capital, LLC
1717 Main Street, Suite 3900
Dallas, Texas 75201
E-Mail: jdinan@phcllc.com

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in addition to that which is required by this Disclosure Agreement. If the Developer chooses to include any information in any Quarterly Improvement Implementation Report or notice of occurrence of a Listed Event or a Material Event in addition to that which is specifically required by this Disclosure Agreement, the Developer shall have no obligation under this Disclosure Agreement to update such information or include it in any future notice of occurrence of a Listed Event or a Material Event.

SECTION 10. Default. In the event of a failure of the Developer or Administrator to comply with any provision of this Disclosure Agreement, the Lender may take such actions as may be necessary and appropriate to cause the Developer and/or Administrator to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Loan Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Developer or Administrator to comply with this Disclosure Agreement shall be an action to mandamus or specific performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. The Developer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Loan. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel

given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the Lender, the Developer or the Administrator apart from the relationship created hereunder shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition except as may be provided by written notice from the appropriate party. Nothing in this Disclosure Agreement shall be construed to require the Dissemination Agent to interpret or provide an opinion concerning any information made public. If the Dissemination Agent receives a request for an interpretation or opinion, the Dissemination Agent may refer such request to the Developer for response. To the extent the Dissemination Agent is provided with information required to be disclosed under the terms of this Disclosure Agreement together with written instructions to deliver such information the Dissemination Agent shall provide such information to the Lender as soon as practicable after receipt. It being understood that any information received on a day other than a Business Day or after noon C.D.T. on any Business Day is not required to be provided on the date of receipt. The Dissemination Agent shall not be responsible for the Developer's failure to submit a complete Quarterly Improvement Implementation Report to the Lender. The Dissemination Agent may resign hereunder at any time upon 30 days prior written notice to the Developer.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. The Developer agrees to hold harmless the Administrator, its officers, directors, employees and agents, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Administrator and payment in full of the Loan. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE DEVELOPER BE LIABLE TO THE LENDER OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DEVELOPER, THE DISSEMINATION AGENT OR THE ADMINISTRATOR, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN

CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. No Personal Liability. No covenant, stipulation, obligation or agreement of the Developer, the Administrator or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the Developer, the Administrator or Dissemination Agent in other than that person's official capacity.

SECTION 13. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 14. Securitization Bonds. The parties hereto acknowledge and agree that the Arizona Industrial Development Authority (the "Authority"), a nonprofit corporation designated a political subdivision of the State of Arizona, has established the AZIDA Land Secured Bond Pooling Program (the "Program"), pursuant to which the Authority issues, from time to time, bonds, notes or other evidences of indebtedness ("Securitization Bonds"), the proceeds of which are used to purchase or otherwise acquire land secured obligations such as this Loan Agreement and the Note. The parties hereto understand and acknowledge that the Lender has reserved the right to and may sell, transfer and assign its right, title and interest in and to the Loan Agreement and the Note to the Authority, or to a commercial bank acting as trustee for the Bonds (the "Trustee"), and that the amounts payable under the Loan Agreement and the Note will be pledged to the payment of and as security for the Securitization Bonds. The parties hereto agree that prior to or in connection with the issuance of the Securitization Bonds, the Developer, the Administrator and the Dissemination Agent shall enter into a continuing disclosure agreement containing terms substantially the same as the form attached hereto as Exhibit C (the "Securitization Bond CDA") for the benefit of the owners from time to time of the Securitization Bonds (the "Bondholders") of such Securitization Bonds. Notwithstanding anything contained herein, the upon the execution of the Securitization Bond CDA and the issuance of the Securitization Bonds, this Disclosure Agreement shall terminate.

SECTION 15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Developer, the Administrator, the Dissemination Agent, the Lender and the Holder, and shall create no rights in any other person or entity.

SECTION 16. Administrator and Dissemination Agent Compensation. The fees and expenses incurred by the Administrator and Dissemination Agent for their services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Administrator has entered into a separate agreement with the City, which agreement governs the administration of the District, including the payment of the fees and expenses of the Administrator for its services render in accordance with this Disclosure Agreement.

SECTION 17. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 18. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures to Follow]

UMB BANK, N.A.,
as Dissemination Agent

By: _____
Authorized Officer

**DEVELOPMENT PLANNING & FINANCING
GROUP, INC.,**
as Administrator

By: _____
Authorized Officer

HUTTO 1660, LP,
a Texas Limited Partnership

By: Packsaddle Real Estate Partners, LLC
Its: General Partner

By: _____
Name: Scott Rempe
Title: Managing Member

PRESTON HOLLOW CAPITAL, LLC,
as Lender

By: _____
Authorized Officer

EXHIBIT A

NOTICE OF TERMINATION

Name of Obligation: \$_____ Loan to River Creek Development Corporation (the
“Borrower”) made to the Borrower pursuant to that Loan Agreement
dated as of September 5, 2019 by and between the Borrower and
Preston Hollow Capital, LLC

Date of Closing: _____, 20__

NOTICE IS HEREBY GIVEN that the Developer is no longer obligated to provide
Quarterly Improvement Implementation Reports with respect to the Public Improvements funded
by the above-captioned obligation as required by the Developer’s Continuing Disclosure
Agreement dated September 5, 2019, entered into in connection with the above-captioned
obligation.

Dated: _____

UMB Bank, N.A.
(as Dissemination Agent)

By: _____

Title: _____

EXHIBIT B

NOTICE OF CONSTRUCTION REPORT TERMINATION

Name of Obligation: \$_____ Loan to River Creek Development Corporation (the
 “Borrower”) made to the Borrower pursuant to that Loan Agreement
 dated as of September 5, 2019 by and between the Borrower and
 Preston Hollow Capital, LLC

Date of Closing: _____, 20__

NOTICE IS HEREBY GIVEN that the Developer is no longer obligated to provide construction reports with respect to the Public Improvements funded by the above-captioned obligation as required by Section 3(e) of the Developer’s Continuing Disclosure Agreement dated September 5, 2019, entered into in connection with the above-captioned obligation.

Dated: _____

UMB Bank, N.A.
(as Dissemination Agent)

By: _____

Title: _____

EXHIBIT C

FORM OF SECURITIZATION BOND CONTINUING DISCLOSURE AGREEMENT

**ARIZONA INDUSTRIAL DEVELOPMENT AUTHORITY
LAND SECURED POOLING BOND PROGRAM, SERIES _____**

CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER

This Continuing Disclosure Agreement of the Developer dated as of [DOCUMENT DATE], 2019 (this “Disclosure Agreement”) is executed and delivered by and among Hutto1660, LP, a Texas limited partnership (the “Developer”), Development Planning & Financing Group, Inc. (the “Administrator”) and UMB Bank, N.A. (the “Dissemination Agent”) with respect to the Arizona Industrial Development Authority [BOND NAME] (the “Bonds”). The Parties agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered for the benefit of the Owners (defined below) and beneficial owners of the Bonds and in order to assist the Underwriter in complying with the Rule. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of [DOCUMENT DATE], 2019, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrative Expenses” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Administrator” shall mean the employee or designee of the City, identified in the District’s Service and Assessment Plan, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

“Affiliate” shall mean an entity that owns property within the District and is controlled by, controls, or is under common control with the Developer or any Subsequent Third Party Owner.

“Annual Installment(s)” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas.

“City” shall mean the City of Hutto, Texas.

“Construction Contract” shall mean the Construction Contract between the Corporation and the Developer dated as of September 5, 2019.

“Corporation” shall mean the River Creek Development Corporation.

“Developer” shall mean Hutto1660, LP, a Texas limited partnership, including any Affiliate of the Developer, and its successors and assigns.

“Dissemination Agent” shall mean UMB Bank, N.A., or any successor Dissemination Agent designated in writing by the Developer to the Issuer and the Trustee.

“District” shall mean the Mustang Creek Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“Fiscal Agent” shall mean UMB Bank, N.A. or any successor Fiscal Agent serving in such capacity pursuant to the Fiscal Agent Agreement.

“Fiscal Agent Agreement” shall mean the Fiscal Agent Agreement, dated September 5, 2019, by and among the Corporation, the Lender and the Fiscal Agent.

“Interlocal Agreement” shall have the meaning assigned to such term in the Loan Agreement.

“Holder” shall mean the holder of the Note.

“Issuer” shall mean the Arizona Industrial Development Authority.

“Lender” shall mean Preston Hollow Capital, LLC and its successors and assigns.

“Listed Events” shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

“Loan” shall have the meaning given to it in the Loan Agreement.

“Loan Agreement” shall mean the Loan Agreement, dated September 5, 2019, by and between the Corporation and the Lender.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

“Owner” shall mean the registered owner of any Bonds.

“Public Improvements” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Quarterly Improvement Implementation Report” shall mean any Quarterly Improvement Implementation Report prepared on behalf of the Developer by the

Administrator pursuant to, and as described in, Section 3 of this Disclosure Agreement.

“Quarterly Reporting Date” means each March 30, June 30, September 30, and December 30, beginning December 30, 2019.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” means the Service and Assessment Plan adopted for the District, as amended or updated from time to time, including any annual updates thereto.

“Special Assessments” shall have the meaning assigned to it in the Service and Assessment Plan.

“Subsequent Third Party Owner” shall have the meaning assigned to such term in Section 5 of this Disclosure Agreement.

“Trustee” shall mean [TRUSTEE], or any successor trustee pursuant to the Indenture.

SECTION 3. Quarterly Improvement Implementation Reports.

(a) The Developer shall cause the Administrator to prepare the Quarterly Improvement Implementation Report and shall provide, or cause to be provided, to the Administrator, at its cost and expense, at least fifteen (15) Business Days prior to each Quarterly Reporting Date, any information in its knowledge or possession or that will enable the Administrator to complete each Quarterly Improvement Implementation Report containing the information described in this Section 3. The Developer shall provide, or cause to be provided, such information required for the preparation of each Quarterly Improvement Implementation Report during the period from the delivery of the Bonds until such time as the Developer’s obligation to provide such information has terminated pursuant to Section 3(e) hereof.

(b) The Administrator shall provide to the Dissemination Agent, on or before five (5) Business Days before each Quarterly Reporting Date, each Quarterly Improvement Implementation Report containing the information described in Sections 3(c)-3(e). The Dissemination Agent shall provide such information to the MSRB within three (3) Business Days of the Dissemination Agent’s receipt thereof pursuant to this subsection 3(b), but in no event later than the respective Quarterly Reporting Date provided that the Dissemination Agent has received such Quarterly Improvement Implementation Report in a timely manner. The Dissemination Agent has no duty or obligation to confirm that any Quarterly Improvement Implementation Report provided to it under this Section 3(b) contains the required information.

(c) Such Quarterly Improvement Implementation Report shall include:

(i) Statement from the Developer as to the status of acquisition loans, development loans and any permanent financing, if any, with respect to any development undertaken by the Developer in the District not financed with Bond proceeds, including loan balance, existence of deeds of trust or other similar encumbrances against the property in the District existence of any default thereunder and remaining term thereof;

(ii) Statement as to available funds to complete the development in the District currently under construction (both Bond financed and non-Bond financed development currently under construction by the Developer);

(iii) Status of parcel and/or lot sales from the Developer to any other party by type and average pricing, as well as anticipated future absorption projections;

(iv) A statement as to material changes, if any, in the form, organization or controlling ownership of the Developer;

(v) The status of any governmental approvals (other than customary home building permits required after delivery of a finished lot) required for completion of the Public Improvements;

(vi) Any information regarding the Public Improvements or other information as may be reasonably requested by the Issuer relating to the ability of the Developer to fulfill its obligations under the Construction Contract or the Service and Assessment Plan;

(vii) Written notification of any significant zoning or land use entitlement changes within the District, or any other changes initiated by the Developer that affect: (1) the development within the District as described in the Service and Assessment Plan, or (2) the likelihood of the timely payment of the Special Assessments levied on land or parcels owned by the Developer; and

(viii) Any changes to the land use designation for the property in the District initiated by the Developer that affect its development for those purposes identified in the final Service and Assessment Plan, as the same may be amended and supplemented from time to time.

(d) Additionally, the Developer shall provide or cause to be provided the following information to the Administrator for inclusion in each Quarterly Improvement Implementation Report:

(i) With respect to any land owned by the Developer in the District, the number, dollar amount, and property type (e.g., developed lots, undeveloped pads, parcels, raw land) under contract with wholesale purchasers and the name of each such purchaser;

(ii) A listing of any Subsequent Third Party Owners (defined below) of land owned by the Developer in the District liable for payment of at least twenty percent (20%) of the Special Assessments, the amount of the levy of Special Assessments against

the property owned by such Subsequent Third Party Owner, and the percentage of such Special Assessments relative to the entire levy of Special Assessments;

(iii) On a per quarter and running total basis, (A) the number of residential units for which construction has begun on land or lots in the District owned by the Developer, (B) the number of residential units for which construction has been completed on land or lots in the District owned by the Developer, (C) the number of residential units which have been sold to end users and the average sales price therefor on land or lots in the District owned by the Developer and (D) the estimated date of completion for all residential units expected to be constructed on land or lots in the District owned by the Developer;

(e) With respect to the Public Improvements, the Developer shall establish an accounting and budgeting system and shall provide or cause to be provided the following information to the Administrator for inclusion in each Quarterly Improvement Implementation Report:

- (i) Total expected costs for design and engineering to be completed after delivery of the Bonds;
- (ii) Total expected construction budget;
- (iii) Construction budget allocated to each progress milestone;
- (iv) Forecast construction milestones by date;
- (v) Forecast completion date; and
- (vi) Forecast City acceptance date of the Public Improvements.

Quarterly progress reports, reflecting the points listed above, will be summarized by the Developer to reflect the progress and conformance with the overall project budget. These quarterly summaries will be filed with the Administrator for assembly into the Quarterly Improvement Implementation Report and delivered to the Issuer and the Dissemination Agent. Budget overruns in excess of \$250,000 per quarter or delays of greater than sixty (60) days will be highlighted and explained and the Developer shall include a plan to remedy the situation.

(f) Notwithstanding anything contained herein, the Developer's filings under solely Section 3(e) will terminate after the City accepts the final segment of the Public Improvements and Developer provides a final summary report covering the period from the date of its last preceding quarterly progress report to the date of the City's acceptance of the final segment of the Public Improvements. The Developer shall provide the Administrator and the Dissemination Agent with written notice, which written notice shall be acknowledged and signed by the City, of the completion of such Public Improvements. Within five (5) Business Days of receipt of notice pursuant to this Subsection 3(f), the Dissemination Agent shall file a notice of termination in the form attached hereto as Exhibit B of obligation to provide Quarterly Improvement Implementation Reports (the "Quarterly Construction Report Termination") to the MSRB within ten (10) Business Days of its receipt thereof.

SECTION 4. Event Reporting Obligations of Developer.

(a) Each of the following is a “Listed Event” with respect to the Bonds:

(i) Failure to pay any real property taxes or Special Assessments levied within the District on a parcel owned by the Developer;

(ii) Material damage to or destruction of any development or improvements, including the Public Improvements within the District;

(iii) Material default by the Developer on any loan with respect to the development or permanent financing of the Public Improvements undertaken by the Developer;

(iv) Material default by the Developer on any loan secured by property within the District owned by the Developer;

(v) The bankruptcy filing of the Developer or any determination that the Developer is unable to pay its debts as they become due;

(vi) The consummation of a merger, consolidation, or acquisition of the Developer, or the sale of all or substantially all of the assets of the Developer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(vii) The filing of any lawsuit with claim for damage, in excess of \$1,000,000 against the Developer which may adversely affect the completion of development in the District or litigation which would materially adversely affect the financial condition of the Developer; and

(viii) Any change in the legal structure, chief executive officer or controlling ownership of the Developer.

Whenever a Listed Event relating to the Developer or any Subsequent Third Party Owner occurs, such party shall promptly, not more than five (5) Business Days after the occurrence of such Listed Event, notify the Administrator and the Dissemination Agent in writing and the Developer or Subsequent Third Party Owner, as applicable, shall direct the Dissemination Agent to immediately file a notice of such occurrence with the MSRB. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Any notice under the preceding paragraph shall be accompanied with the text of the disclosure that the Developer or Subsequent Third Party Owner, as applicable, desires to make, the written authorization of the Developer or Subsequent Third Party Owner, as applicable, for the Dissemination Agent to disseminate such information as provided herein, and the date the Developer or Subsequent Third Party Owner, as applicable, desires for the Dissemination Agent

to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event).

(b) In all cases, the Developer or Subsequent Third Party Owner, as applicable, shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures provided pursuant to this Disclosure Agreement. In addition, the Developer or Subsequent Third Party Owner, as applicable, shall have the sole responsibility to ensure that any notice required to be filed with the MSRB under this Section 4 is actually filed within ten (10) Business Days of the occurrence of the Listed Event, provided that the sole remedy for failure to timely file notice of a Listed Event by the Developer or Subsequent Third Party Owner shall be an action for mandamus or specific performance as provided in Section 10 hereof.

SECTION 5. Subsequent Third Party Owners; Termination of Reporting Obligations.

(a) If the Developer sells, assigns or otherwise transfers ownership of real property in the District to a third party, which results in such third party, including any Affiliate of such third party, owning property representing at least twenty percent (20%) of the total Annual Installments of the Special Assessments first coming due after such transfer of ownership (a "Subsequent Third Party Owner"), the Developer shall require such Subsequent Third Party Owner to assume and comply with the Developer's disclosure obligations in Sections 3, 4 and 5(a)-(b) hereunder with respect to such acquired real property for so long as such Subsequent Third Party Owner is the owner of property representing at least twenty percent (20%) of the total of Annual Installments of the Special Assessments next coming due; provided that information relating to the construction and status of the Public Improvements required to be provided under Sections 3 and 4 shall only be required of such Subsequent Third Party Owner to the extent such Subsequent Third Party Owner has assumed the obligation to construct any Public Improvements. The Developer shall deliver to the Dissemination Agent and the Issuer a written acknowledgement from each Subsequent Third Party Owner acknowledging and assuming its obligations under this Disclosure Agreement. Upon any such transfer to a Subsequent Third Party Owner, and such Subsequent Third Party Owner's assumption of Developer's obligations under Sections 3 and Section 4 of this Disclosure Agreement as to the property transferred, Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred.

(b) The reporting obligations of the Developer or a Subsequent Third Party Owner, if any, pursuant to Section 4 of this Disclosure Agreement shall terminate (i) upon the legal defeasance, prior redemption or payment in full of all of the Bonds or (ii) when the Developer or a Subsequent Third Party Owner, if any, is no longer responsible for the payment of Annual Installments of Special Assessments equal to at least 20% of the total Annual Installment of Special Assessments for any year.

(c) At such time that the Developer or a Subsequent Third Party Owner, if any, is no longer responsible for the payment of Annual Installments of Special Assessments equal to at least 20% of the total Annual Installment of Special Assessments for any year, the Administrator shall provide written notice to the Developer, any Subsequent Third Party Owner, if applicable,

the Issuer and the Dissemination Agent that such party is no longer responsible for the payment of Annual Installments of Special Assessments equal to at least 20% of the total Annual Installment of Special Assessments for any year, thereby, terminating such party's reporting obligations under this Disclosure Agreement (the "Termination Notice"). If such termination notice with respect to the Developer or a Subsequent Third Party Owner occurs prior to the legal defeasance, prior redemption or payment in full of all of the Bonds, the Administrator shall immediately provide, or cause to be provided, the Termination Notice to the Dissemination Agent, and the Dissemination Agent shall provide such Termination Notice to the MSRB within ten (10) Business Days of its receipt thereof.

(d) The reporting obligations under this Disclosure Agreement shall terminate (i) upon the legal defeasance, prior redemption or payment in full of all of the Bonds or (ii) when the Developer and any Subsequent Third Party Owner, if any, are no longer responsible for the payment of Annual Installments of Special Assessments equal to at least 20% of the total Annual Installment of Special Assessments for any year and any Termination Notice required by subsection (b) of this Section 5 has been provided to the MSRB.

SECTION 6. Reporting of Failure to File.

(a) The Developer shall, or shall cause the Dissemination Agent to, notify the MSRB, in a timely manner, of any failure by the Developer to provide Quarterly Improvement Implementation Report as required under this Disclosure Agreement. See Exhibit C hereto for a form for submitting "Notice of Failure To File." The Dissemination Agent shall file such Notice of Failure to File within one Business Day of its receipt thereof from the Developer together with instructions to file such with the MSRB.

SECTION 7. Dissemination Agent. The Developer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out the Developer's obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent, provided that in the event that the Developer discharges the Dissemination Agent without appointing a successor Dissemination Agent, the Developer shall give notice to the Issuer within 5 business days of (i) the discharge of the Dissemination Agent and (ii) that no successor Dissemination Agent has been appointed. The Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the Developer. If at any time there is not any other designated Dissemination Agent engaged by the Developer, a new Dissemination Agent shall be appointed by the Developer or the Developer shall serve as the Dissemination Agent until a new Dissemination Agent has been appointed and has accepted the duties and obligations of this Agreement relating to the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be UMB Bank, N.A.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Developer, the Administrator and the Dissemination Agent may jointly amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Developer or Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3 or 4, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Developer, or the type of business conducted; and

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel selected by the Issuer, materially impair the interests of the Owners or beneficial owners of the Bonds. No amendment which adversely affects the Dissemination Agent may be made without the respective party's prior written consent (which consent will not be unreasonably withheld or delayed).

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Administrator shall describe such amendment in the next related Quarterly Improvement Implementation Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Developer. The Developer shall provide, or cause to be provided, at its cost and expense, an executed copy of any amendment or waiver entered into under this Section 8 to the Issuer.

SECTION 9. Identifying Information to be Included; Additional Information.

(a) All documents provided to the MSRB pursuant to this Disclosure Agreement shall be accompanied by identifying information as prescribed by the MSRB.

(b) Nothing in this Disclosure Agreement shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in addition to that which is required by this Disclosure Agreement. If the Developer chooses to include any information in any Quarterly Improvement Implementation Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Developer shall have no obligation under this Disclosure Agreement to update such information or include it in any future notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Developer or Administrator to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request or the Owners of at least 25% aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction as provided in the Indenture), or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Developer and/or Administrator to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture

with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Developer or Administrator to comply with this Disclosure Agreement shall be an action to mandamus or specific performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. The Developer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the Issuer, the Developer or the Administrator apart from the relationship created hereunder shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition except as may be provided by written notice from the appropriate party. Nothing in this Disclosure Agreement shall be construed to require the Dissemination Agent to interpret or provide an opinion concerning any information made public. If the Dissemination Agent receives a request for an interpretation or opinion, the Dissemination Agent may refer such request to the Developer for response. To the extent the Dissemination Agent is provided with information required to be disclosed under the terms of this Disclosure Agreement together with written instructions to deliver such information to the MSRB, the Dissemination Agent shall provide such information to the MSRB as soon as practicable after receipt. It being understood that any information received on a day other than a Business Day or after noon C.D.T. on any Business Day is not required to be provided on the date of receipt. The Dissemination Agent shall not be responsible for the Developer's failure to submit a complete Quarterly Improvement Implementation Report. The Dissemination Agent may resign hereunder at any time upon 30 days prior written notice to the Developer.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. The Developer agrees to hold harmless the Administrator, its officers,

directors, employees and agents, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, THE DEVELOPER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DEVELOPER, THE DISSEMINATION AGENT OR THE ADMINISTRATOR, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION. FOR THE AVOIDANCE OF DOUBT, THE PROVISIONS OF THIS SECTION DO NOT APPLY TO ANY LIABILITY OF THE CITY OR THE CORPORATION PURSUANT TO RULE 10b-5 OF THE SECURITIES AND EXCHANGE COMMISSION OR ANY OTHER ACTION AGAINST THE DEVELOPER OR LIABILITY RESULTING THEREFROM RELATED TO A MATERIAL MISSTATEMENT OR ORMISSION OF INFORMATION DELIVERED PURSUANT TO THIS DISCLOSURE AGREEMENT.

SECTION 12. No Personal Liability. No covenant, stipulation, obligation or agreement of the Developer, the Administrator or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the Developer, the Administrator or Dissemination Agent in other than that person's official capacity.

SECTION 13. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons

held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Developer, the Administrator, the Dissemination Agent and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 15. Administrator and Dissemination Agent Compensation. The fees and expenses incurred by the Administrator and Dissemination Agent for their services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Administrator has entered into a separate agreement with the City, which agreement governs the administration of the District, including the payment of the fees and expenses of the Administrator for its services render in accordance with this Disclosure Agreement.

SECTION 16. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 17. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Pages to Follow]

UMB BANK, N.A.,
as Dissemination Agent

By: _____
Authorized Officer

**DEVELOPMENT PLANNING & FINANCING
GROUP, INC.,**
as Administrator

By: _____
Authorized Officer

HUTTO 1660, LP,
a Texas Limited Partnership

By: Packsaddle Real Estate Partners, LLC
Its: General Partner

By: _____
Name: Scott Rempe
Title: Managing Member

EXHIBIT A

NOTICE OF TERMINATION

Name of Issuer: Arizona Industrial Development Authority
Name of Bond Issue: [BOND NAME]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that the Developer is no longer obligated to provide Quarterly Improvement Implementation Reports with respect to the Public Improvements funded by the above-named bonds as required by the Developer's Continuing Disclosure Agreement dated [DOCUMENT DATE], 2019, entered into in connection with the above-captioned Bonds issued by the Arizona Industrial Development Authority.

Dated: _____

UMB Bank, N.A.
(as Dissemination Agent)

By: _____

Title: _____

EXHIBIT B

NOTICE OF CONSTRUCTION REPORT TERMINATION

Name of Issuer: Arizona Industrial Development Authority
Name of Bond Issue: [BOND NAME]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that the Developer is no longer obligated to provide construction reports with respect to the Public Improvements funded by the above-named bonds as required by Section 3(e) of the Developer's Continuing Disclosure Agreement dated [DOCUMENT DATE], 2019, entered into in connection with the above-captioned Bonds issued by the Arizona Industrial Development Authority.

Dated: _____

UMB Bank, N.A.
(as Dissemination Agent)

By: _____

Title: _____

EXHIBIT C

NOTICE TO FAILURE TO FILE

Name of Issuer: Arizona Industrial Development Authority
Name of Bond Issue: [BOND TITLE]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that the Developer has not provided its Quarterly Improvement Implementation Report with respect to the above-named bonds as required by the Continuing Disclosure Agreement dated [DOCUMENT DATE], 2019, by the Developer in connection with the above-captioned Bonds issued by the Arizona Industrial Development Authority. The Developer anticipates that the Quarterly Improvement Implementation Report will be filed by _____.

Dated: _____

UMB Bank, N.A..
on behalf of the Developer
(as Dissemination Agent)

By: _____

Title: _____

CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER

This Continuing Disclosure Agreement of the Developer dated as of September 5, 2019 (this “Disclosure Agreement”) is executed and delivered by and among Hutto1660, LP, a Texas limited partnership (the “Developer”), Development Planning & Financing Group, Inc., as Administrator (the “Administrator”), and Preston Hollow Capital, LLC, as Lender (the “Lender”), and UMB Bank, N.A., as Dissemination Agent (the “Dissemination Agent”) and delivered with respect to the Loan (as defined herein). The Developer, the Administrator, the Lender, and the Dissemination Agent agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered for the benefit of the Lender and any subsequent Holder.

SECTION 2. Definitions. In addition to the definitions set forth above and in the Loan Agreement dated as of September 5, 2019, relating to the Loan (the “Loan Agreement”), which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrative Expenses” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Administrator” shall mean the employee or designee of the City, identified in the District’s Service and Assessment Plan, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

“Affiliate” shall mean an entity that owns property within the District and is controlled by, controls, or is under common control with the Developer or any Subsequent Third Party Owner.

“Annual Installment(s)” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas.

“City” shall mean the City of Hutto, Texas.

“Construction Contract” shall mean the Construction Contract between the Corporation and the Developer dated as of September 5, 2019.

“Corporation” shall mean the River Creek Development Corporation.

“Developer” shall mean Hutto1660, LP, a Texas limited partnership, including any Affiliate of the Developer, and its successors and assigns.

“Dissemination Agent” shall mean UMB Bank, N.A., or any successor Dissemination Agent designated in writing by the Developer to the Lender and the Administrator.

“District” shall mean the Mustang Creek Public Improvement District.

“Interlocal Agreement” shall have the meaning assigned to such term in the Loan Agreement.

“Holder” shall mean the holder of the Note.

“Listed Events” shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

“Loan” shall mean that certain loan made to the Corporation pursuant to the Loan Agreement.

“Note” shall have the meaning given to it in the Loan Agreement.

“Public Improvements” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Quarterly Improvement Implementation Report” shall mean any Quarterly Improvement Implementation Report prepared on behalf of the Developer by the Administrator pursuant to, and as described in, Section 3 of this Disclosure Agreement.

“Quarterly Reporting Date” means each March 30, June 30, September 30, and December 30, beginning December 30, 2019.

“Service and Assessment Plan means the Service and Assessment Plan adopted for the District, as amended or updated from time to time, including any annual updates thereto.

“Special Assessments” shall have the meaning assigned to it in the Service and Assessment Plan.

“Subsequent Third Party Owner” shall have the meaning assigned to such term in Section 5 of this Disclosure Agreement.

SECTION 3. Quarterly Improvement Implementation Reports.

(a) (a) The Developer shall cause the Administrator to prepare the Quarterly Improvement Implementation Report and shall provide, or cause to be provided, to the Administrator, at its cost and expense, at least fifteen (15) Business Days prior to each Quarterly Reporting Date, any information in its knowledge or possession or that will enable the Administrator to complete each Quarterly Improvement Implementation Report containing the information described in this Section 3. The Developer shall provide, or cause to be provided, such information required for the preparation of each Quarterly Improvement Implementation Report during the period from the closing of the Loan until such time as the Developer’s obligation to provide such information has terminated pursuant to Section 3(e) hereof.

(b) The Administrator shall provide to the Dissemination Agent, on or before five (5) Business Days before each Quarterly Reporting Date, each Quarterly Improvement Implementation Report containing the information described in Sections 3(c)-3(e). The Dissemination Agent shall provide such information to the Lender within three (3) Business Days of the Dissemination Agent's receipt thereof pursuant to this subsection 3(b), but in no event later than the respective Quarterly Reporting Date provided that the Dissemination Agent has received such Quarterly Improvement Implementation Report in a timely manner. The Dissemination Agent has no duty or obligation to confirm that any Quarterly Improvement Implementation Report provided to it under this Section 3(b) contains the required information.

(c) Such Quarterly Improvement Implementation Report shall include:

(i) Statement from the Developer as to the status of acquisition loans, development loans and any permanent financing, if any, with respect to any development undertaken by the Developer in the District not financed with the proceeds of the Loan, including loan balance, existence of deeds of trust or other similar encumbrances against the property in the District existence of any default and remaining term;

(ii) Statement as to available funds to complete the development in the District currently under construction (both Loan financed and non-Loan financed development currently under construction by the Developer);

(iii) Status of parcel and/or lot sales from the Developer to any other party by type and average pricing, as well as anticipated future absorption projections;

(iv) A statement as to material changes, if any, in the form, organization or controlling ownership of the Developer;

(v) The status of any governmental approvals (other than customary home building permits required after delivery of a finished lot) required for completion of the Public Improvements;

(vi) Any information regarding the Public Improvements or other information as may be reasonably requested by the Lender relating to the ability of the Developer to fulfill its obligations under the Construction Contract or the Service and Assessment Plan;

(vii) Written notification of any significant zoning or land use entitlement changes within the District, or any other changes initiated by the Developer that affect: (1) the development within the District as described in the Service and Assessment Plan, or (2) the likelihood of the timely payment of the Special Assessments levied on land or parcels owned by the Developer; and

(viii) Any changes to the land use designation for the property in the District initiated by the Developer that affect its development for those purposes identified in the final Service and Assessment Plan, as the same may be amended and supplemented from time to time.

(d) Additionally, the Developer shall provide or cause to be provided the following information to the Administrator for inclusion in each Quarterly Improvement Implementation Report:

(i) With respect to any land owned by the Developer in the District, the number, dollar amount, and property type (e.g., developed lots, undeveloped pads, parcels, raw land) under contract with wholesale purchasers and the name of each such purchaser;

(ii) A listing of any Subsequent Third Party Owners (defined below) of land owned by the Developer in the District liable for payment of at least twenty percent (20%) of the Special Assessments, the amount of the levy of Special Assessments against the property owned by such Subsequent Third Party Owner, and the percentage of such Special Assessments relative to the entire levy of Special Assessments;

(iii) On a per quarter and running total basis, (A) the number of residential units for which construction has begun on land or lots in the District owned by the Developer, (B) the number of residential units for which construction has been completed on land or lots in the District owned by the Developer, (C) the number of residential units which have been sold to end users and the average sales price therefor on land or lots in the District owned by the Developer and (D) the estimated date of completion for all residential units expected to be constructed on land or lots in the District owned by the Developer;

(e) With respect to the Public Improvements, the Developer will establish an accounting and budgeting system and shall provide or cause to be provided the following information to the Administrator for inclusion in each Quarterly Improvement Implementation Report:

- (i) Total expected costs for design and engineering to be completed after closing of the Loan;
- (ii) Total expected construction budget;
- (iii) Construction budget allocated to each progress milestone;
- (iv) Forecast construction milestones by date;
- (v) Forecast completion date; and
- (vi) Forecast City acceptance date of the Public Improvements.

Quarterly progress reports, reflecting the points listed above, will be summarized by the Developer to reflect the progress and conformance with the overall project budget. These quarterly summaries will be filed with the Administrator for assembly into the Quarterly Improvement Implementation Report and delivered to the Lender. Budget overruns in excess of \$250,000 per quarter or delays of greater than sixty (60) days will be highlighted and explained and the Developer shall include a plan to remedy the situation.

(f) Notwithstanding anything contained herein, the Developer's filings under solely Section 3(e) will terminate after the City accepts the final segment of the Public Improvements and Developer provides a final summary report covering the period from the date of its last preceding quarterly progress report to the date of the City's acceptance of the final segment of the Public Improvements. The Developer shall provide the Administrator and the Dissemination Agent with written notice, which written notice shall be acknowledged and signed by the City, of the completion of such Public

Improvements. Within five (5) Business Days of receipt of notice pursuant to this Subsection 3(f), the Dissemination Agent shall file a notice of termination in the form attached hereto as Exhibit B of obligation to provide Quarterly Improvement Implementation Reports (the “Quarterly Construction Report Termination”) to the Lender within ten (10) Business Days of its receipt thereof

SECTION 4. Event Reporting Obligations of Developer.

(a) Each of the following is a “Listed Event”:

(i) Failure to pay any real property taxes or Special Assessments levied within the District on a parcel owned by the Developer;

(ii) Material damage to or destruction of any development or improvements, including the Public Improvements within the District;

(iii) Material default by the Developer on any loan with respect to the development or permanent financing of the Public Improvements undertaken by the Developer;

(iv) Material default by the Developer on any loan secured by property within the District owned by the Developer;

(v) The bankruptcy filing of the Developer or any determination that the Developer is unable to pay its debts as they become due;

(vi) The consummation of a merger, consolidation, or acquisition of the Developer, or the sale of all or substantially all of the assets of the Developer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(vii) The filing of any lawsuit with claim for damage, in excess of \$1,000,000 against the Developer which may adversely affect the completion of development in the District or litigation which would materially adversely affect the financial condition of the Developer; and

(viii) Any change in the legal structure, chief executive officer or controlling ownership of the Developer.

Whenever a Listed Event relating to the Developer or any Subsequent Third Party Owner occurs, such party shall promptly, not more than five (5) Business Days after the occurrence of such Listed Event, notify the Administrator and the Dissemination Agent in writing and the Developer or Subsequent Third Party Owner, as applicable, shall direct the Dissemination Agent to immediately file a notice of such occurrence with the Lender. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Any notice under the preceding paragraph shall be accompanied with the text of the disclosure that the Developer or Subsequent Third Party Owner, as applicable, desires to make, the written authorization of the Developer or Subsequent Third Party Owner, as applicable, for the Dissemination Agent to disseminate such information as provided herein, and the date the Developer or Subsequent

Third Party Owner, as applicable, desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event).

(b) In all cases, the Developer or Subsequent Third Party Owner, as applicable, shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures provided pursuant to this Disclosure Agreement. In addition, the Developer or Subsequent Third Party Owner, as applicable, shall have the sole responsibility to ensure that any notice required to be filed with the Lender under this Section 4 is actually filed within ten (10) Business Days of the occurrence of the Listed Event, provided that the sole remedy for failure to timely file notice of a Listed Event by the Developer or Subsequent Third Party Owner shall be an action for mandamus or specific performance as provided in Section 10 hereof.

SECTION 5. Subsequent Third Party Owners; Termination of Reporting Obligations.

(a) If the Developer sells, assigns or otherwise transfers ownership of real property in the District to a third party, which results in such third party, including any Affiliate of such third party, owning property representing at least twenty percent (20%) of the total Annual Installments of the Special Assessments first coming due after such transfer of ownership (a "Subsequent Third Party Owner"), the Developer shall require such Subsequent Third Party Owner to assume and comply with the Developer's disclosure obligations in Sections 3, 4 and 5(a)-(b) hereunder with respect to such acquired real property for so long as such Subsequent Third Party Owner is the owner of property representing at least twenty percent (20%) of the total of Annual Installments of the Special Assessments next coming due; provided that information relating to the construction and status of the Public Improvements required to be provided under Sections 3 and 4 shall only be required of such Subsequent Third Party Owner to the extent such Subsequent Third Party Owner has assumed the obligation to construct any Public Improvements. The Developer shall deliver to the Dissemination Agent, the Administrator and the Lender a written acknowledgement from each Subsequent Third Party Owner acknowledging and assuming its obligations under this Disclosure Agreement. Upon any such transfer to a Subsequent Third Party Owner, and such Subsequent Third Party Owner's assumption of Developer's obligations under Sections 3 and Section 4 of this Disclosure Agreement as to the property transferred, Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred.

(b) The reporting obligations of the Developer or a Subsequent Third Party Owner, if any, pursuant to Section 4 of this Disclosure Agreement shall terminate (i) upon the legal defeasance or payment in full of the Loan or (ii) when the Developer or a Subsequent Third Party Owner, if any, is no longer responsible for the payment of Annual Installments of Special Assessments equal to at least 20% of the total Annual Installment of Special Assessments for any year.

(c) At such time that the Developer or a Subsequent Third Party Owner, if any, is no longer responsible for the payment of Annual Installments of Special Assessments equal to at least 20% of the total Annual Installment of Special Assessments for any year, the Administrator shall provide written notice to the Developer, any Subsequent Third Party Owner, if applicable, the Lender and the Dissemination Agent that such party is no longer responsible for the payment of Annual Installments of Special Assessments equal to at least 20% of the total Annual Installment of Special Assessments for any year, thereby, terminating such party's reporting obligations under this Disclosure Agreement (the "Termination Notice"). If such termination notice with respect to the Developer or a Subsequent

Third Party Owner occurs prior to the legal defeasance or payment in full of the Loan, the Administrator shall immediately provide, or cause to be provided, the Termination Notice to the Dissemination Agent, and the Dissemination Agent shall provide such Termination Notice to the Lender within ten (10) Business Days of its receipt thereof.

(d) The reporting obligations under this Disclosure agreement shall terminate (i) upon the legal defeasance or payment in full of the Loan or (ii) when the Developer and any Subsequent Third Party Owner, if any, are no longer responsible for the payment of Annual Installments of Special Assessments equal to at least 20% of the total Annual Installment of Special Assessments for any year and any Termination Notice required by subsection (b) of this Section 5 has been provided to the Lender.

SECTION 6. Dissemination Agent. The Developer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out the Developer's obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent, provided that in the event that the Developer discharges the Dissemination Agent without appointing a successor Dissemination Agent, the Developer shall give notice to the Lender within 5 business days of (i) the discharge of the Dissemination Agent and (ii) that no successor Dissemination Agent has been appointed. The Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the City. If at any time there is not any other designated Dissemination Agent engaged by the Developer, a new Dissemination Agent shall be appointed by the Developer or the Developer shall serve as the Dissemination Agent until a new Dissemination Agent has been appointed and has accepted the duties and obligations of this Agreement relating to the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be UMB Bank, N.A.

SECTION 7. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Developer, the Administrator, the Lender and the Dissemination Agent may jointly amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Developer, the Lender or Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3 or 4, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Developer, or the type of business conducted; and

(b) The amendment or waiver does not, in the opinion of Loan Counsel, materially impair the interests of the Lender or Holders.

SECTION 8. Delivery of Information.

(a) All notices, reports or information to be provided to the Dissemination Agent pursuant to this Disclosure Agreement shall be provided to the following address or e-mail address:

Jose Gaytan
UMB Bank

6034 W Courtyard Dr., Ste. 370
Austin, TX 78730
512-582-5851 (Office)
512-582-5855 (Fax)
E-Mail: Jose.gaytan@umb.com

(b) All notices, reports or information to be provided to the Lender pursuant to this Disclosure Agreement shall be provided to the following address or e-mail address:

Preston Hollow Capital, LLC
1717 Main Street, Suite 3900
Dallas, Texas 75201
E-Mail: jdinan@phcllc.com

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in addition to that which is required by this Disclosure Agreement. If the Developer chooses to include any information in any Quarterly Improvement Implementation Report or notice of occurrence of a Listed Event or a Material Event in addition to that which is specifically required by this Disclosure Agreement, the Developer shall have no obligation under this Disclosure Agreement to update such information or include it in any future notice of occurrence of a Listed Event or a Material Event.

SECTION 10. Default. In the event of a failure of the Developer or Administrator to comply with any provision of this Disclosure Agreement, the Lender may take such actions as may be necessary and appropriate to cause the Developer and/or Administrator to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Loan Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Developer or Administrator to comply with this Disclosure Agreement shall be an action to mandamus or specific performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. The Developer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Loan. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel

given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the Lender, the Developer or the Administrator apart from the relationship created hereunder shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition except as may be provided by written notice from the appropriate party. Nothing in this Disclosure Agreement shall be construed to require the Dissemination Agent to interpret or provide an opinion concerning any information made public. If the Dissemination Agent receives a request for an interpretation or opinion, the Dissemination Agent may refer such request to the Developer for response. To the extent the Dissemination Agent is provided with information required to be disclosed under the terms of this Disclosure Agreement together with written instructions to deliver such information the Dissemination Agent shall provide such information to the Lender as soon as practicable after receipt. It being understood that any information received on a day other than a Business Day or after noon C.D.T. on any Business Day is not required to be provided on the date of receipt. The Dissemination Agent shall not be responsible for the Developer's failure to submit a complete Quarterly Improvement Implementation Report to the Lender. The Dissemination Agent may resign hereunder at any time upon 30 days prior written notice to the Developer.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. The Developer agrees to hold harmless the Administrator, its officers, directors, employees and agents, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Administrator and payment in full of the Loan. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE DEVELOPER BE LIABLE TO THE LENDER OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DEVELOPER, THE DISSEMINATION AGENT OR THE ADMINISTRATOR, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN

CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. No Personal Liability. No covenant, stipulation, obligation or agreement of the Developer, the Administrator or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the Developer, the Administrator or Dissemination Agent in other than that person's official capacity.

SECTION 13. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 14. Securitization Bonds. The parties hereto acknowledge and agree that the Arizona Industrial Development Authority (the "Authority"), a nonprofit corporation designated a political subdivision of the State of Arizona, has established the AZIDA Land Secured Bond Pooling Program (the "Program"), pursuant to which the Authority issues, from time to time, bonds, notes or other evidences of indebtedness ("Securitization Bonds"), the proceeds of which are used to purchase or otherwise acquire land secured obligations such as this Loan Agreement and the Note. The parties hereto understand and acknowledge that the Lender has reserved the right to and may sell, transfer and assign its right, title and interest in and to the Loan Agreement and the Note to the Authority, or to a commercial bank acting as trustee for the Bonds (the "Trustee"), and that the amounts payable under the Loan Agreement and the Note will be pledged to the payment of and as security for the Securitization Bonds. The parties hereto agree that prior to or in connection with the issuance of the Securitization Bonds, the Developer, the Administrator and the Dissemination Agent shall enter into a continuing disclosure agreement containing terms substantially the same as the form attached hereto as Exhibit C (the "Securitization Bond CDA") for the benefit of the owners from time to time of the Securitization Bonds (the "Bondholders") of such Securitization Bonds. Notwithstanding anything contained herein, the upon the execution of the Securitization Bond CDA and the issuance of the Securitization Bonds, this Disclosure Agreement shall terminate.

SECTION 15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Developer, the Administrator, the Dissemination Agent, the Lender and the Holder, and shall create no rights in any other person or entity.

SECTION 16. Administrator and Dissemination Agent Compensation. The fees and expenses incurred by the Administrator and Dissemination Agent for their services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Administrator has entered into a separate agreement with the City, which agreement governs the administration of the District, including the payment of the fees and expenses of the Administrator for its services render in accordance with this Disclosure Agreement.

SECTION 17. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 18. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures to Follow]

UMB BANK, N.A.,
as Dissemination Agent

By: _____
Authorized Officer

**DEVELOPMENT PLANNING & FINANCING
GROUP, INC.,**
as Administrator

By: _____
Authorized Officer

HUTTO 1660, LP,
a Texas Limited Partnership

By: Packsaddle Real Estate Partners, LLC
Its: General Partner

By: _____
Name: Scott Rempe
Title: Managing Member

PRESTON HOLLOW CAPITAL, LLC,
as Lender

By: _____
Authorized Officer

EXHIBIT A

NOTICE OF TERMINATION

Name of Obligation: \$_____ Loan to River Creek Development Corporation (the
“Borrower”) made to the Borrower pursuant to that Loan Agreement
dated as of September 5, 2019 by and between the Borrower and
Preston Hollow Capital, LLC

Date of Closing: _____, 20__

NOTICE IS HEREBY GIVEN that the Developer is no longer obligated to provide
Quarterly Improvement Implementation Reports with respect to the Public Improvements funded
by the above-captioned obligation as required by the Developer’s Continuing Disclosure
Agreement dated September 5, 2019, entered into in connection with the above-captioned
obligation.

Dated: _____

UMB Bank, N.A.
(as Dissemination Agent)

By: _____

Title: _____

EXHIBIT B

NOTICE OF CONSTRUCTION REPORT TERMINATION

Name of Obligation: \$_____ Loan to River Creek Development Corporation (the
“Borrower”) made to the Borrower pursuant to that Loan Agreement
dated as of September 5, 2019 by and between the Borrower and
Preston Hollow Capital, LLC

Date of Closing: _____, 20__

NOTICE IS HEREBY GIVEN that the Developer is no longer obligated to provide
construction reports with respect to the Public Improvements funded by the above-captioned
obligation as required by Section 3(e) of the Developer’s Continuing Disclosure Agreement
dated September 5, 2019, entered into in connection with the above-captioned obligation.

Dated: _____

UMB Bank, N.A.
(as Dissemination Agent)

By: _____

Title: _____

EXHIBIT C

FORM OF SECURITIZATION BOND CONTINUING DISCLOSURE AGREEMENT

**ARIZONA INDUSTRIAL DEVELOPMENT AUTHORITY
LAND SECURED POOLING BOND PROGRAM, SERIES _____**

CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER

This Continuing Disclosure Agreement of the Developer dated as of [DOCUMENT DATE], 2019 (this “Disclosure Agreement”) is executed and delivered by and among Hutto1660, LP, a Texas limited partnership (the “Developer”), Development Planning & Financing Group, Inc. (the “Administrator”) and UMB Bank, N.A. (the “Dissemination Agent”) with respect to the Arizona Industrial Development Authority [BOND NAME] (the “Bonds”). The Parties agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered for the benefit of the Owners (defined below) and beneficial owners of the Bonds and in order to assist the Underwriter in complying with the Rule. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of [DOCUMENT DATE], 2019, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrative Expenses” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Administrator” shall mean the employee or designee of the City, identified in the District’s Service and Assessment Plan, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

“Affiliate” shall mean an entity that owns property within the District and is controlled by, controls, or is under common control with the Developer or any Subsequent Third Party Owner.

“Annual Installment(s)” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas.

“City” shall mean the City of Hutto, Texas.

“Construction Contract” shall mean the Construction Contract between the Corporation and the Developer dated as of September 5, 2019.

“Corporation” shall mean the River Creek Development Corporation.

“Developer” shall mean Hutto1660, LP, a Texas limited partnership, including any Affiliate of the Developer, and its successors and assigns.

“Dissemination Agent” shall mean UMB Bank, N.A., or any successor Dissemination Agent designated in writing by the Developer to the Issuer and the Trustee.

“District” shall mean the Mustang Creek Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“Fiscal Agent” shall mean UMB Bank, N.A. or any successor Fiscal Agent serving in such capacity pursuant to the Fiscal Agent Agreement.

“Fiscal Agent Agreement” shall mean the Fiscal Agent Agreement, dated September 5, 2019, by and among the Corporation, the Lender and the Fiscal Agent.

“Interlocal Agreement” shall have the meaning assigned to such term in the Loan Agreement.

“Holder” shall mean the holder of the Note.

“Issuer” shall mean the Arizona Industrial Development Authority.

“Lender” shall mean Preston Hollow Capital, LLC and its successors and assigns.

“Listed Events” shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

“Loan” shall have the meaning given to it in the Loan Agreement.

“Loan Agreement” shall mean the Loan Agreement, dated September 5, 2019, by and between the Corporation and the Lender.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

“Owner” shall mean the registered owner of any Bonds.

“Public Improvements” shall have the meaning assigned to such term in the Service and Assessment Plan.

“Quarterly Improvement Implementation Report” shall mean any Quarterly Improvement Implementation Report prepared on behalf of the Developer by the

Administrator pursuant to, and as described in, Section 3 of this Disclosure Agreement.

“Quarterly Reporting Date” means each March 30, June 30, September 30, and December 30, beginning December 30, 2019.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” means the Service and Assessment Plan adopted for the District, as amended or updated from time to time, including any annual updates thereto.

“Special Assessments” shall have the meaning assigned to it in the Service and Assessment Plan.

“Subsequent Third Party Owner” shall have the meaning assigned to such term in Section 5 of this Disclosure Agreement.

“Trustee” shall mean [TRUSTEE], or any successor trustee pursuant to the Indenture.

SECTION 3. Quarterly Improvement Implementation Reports.

(a) The Developer shall cause the Administrator to prepare the Quarterly Improvement Implementation Report and shall provide, or cause to be provided, to the Administrator, at its cost and expense, at least fifteen (15) Business Days prior to each Quarterly Reporting Date, any information in its knowledge or possession or that will enable the Administrator to complete each Quarterly Improvement Implementation Report containing the information described in this Section 3. The Developer shall provide, or cause to be provided, such information required for the preparation of each Quarterly Improvement Implementation Report during the period from the delivery of the Bonds until such time as the Developer’s obligation to provide such information has terminated pursuant to Section 3(e) hereof.

(b) The Administrator shall provide to the Dissemination Agent, on or before five (5) Business Days before each Quarterly Reporting Date, each Quarterly Improvement Implementation Report containing the information described in Sections 3(c)-3(e). The Dissemination Agent shall provide such information to the MSRB within three (3) Business Days of the Dissemination Agent’s receipt thereof pursuant to this subsection 3(b), but in no event later than the respective Quarterly Reporting Date provided that the Dissemination Agent has received such Quarterly Improvement Implementation Report in a timely manner. The Dissemination Agent has no duty or obligation to confirm that any Quarterly Improvement Implementation Report provided to it under this Section 3(b) contains the required information.

(c) Such Quarterly Improvement Implementation Report shall include:

(i) Statement from the Developer as to the status of acquisition loans, development loans and any permanent financing, if any, with respect to any development undertaken by the Developer in the District not financed with Bond proceeds, including loan balance, existence of deeds of trust or other similar encumbrances against the property in the District existence of any default thereunder and remaining term thereof;

(ii) Statement as to available funds to complete the development in the District currently under construction (both Bond financed and non-Bond financed development currently under construction by the Developer);

(iii) Status of parcel and/or lot sales from the Developer to any other party by type and average pricing, as well as anticipated future absorption projections;

(iv) A statement as to material changes, if any, in the form, organization or controlling ownership of the Developer;

(v) The status of any governmental approvals (other than customary home building permits required after delivery of a finished lot) required for completion of the Public Improvements;

(vi) Any information regarding the Public Improvements or other information as may be reasonably requested by the Issuer relating to the ability of the Developer to fulfill its obligations under the Construction Contract or the Service and Assessment Plan;

(vii) Written notification of any significant zoning or land use entitlement changes within the District, or any other changes initiated by the Developer that affect: (1) the development within the District as described in the Service and Assessment Plan, or (2) the likelihood of the timely payment of the Special Assessments levied on land or parcels owned by the Developer; and

(viii) Any changes to the land use designation for the property in the District initiated by the Developer that affect its development for those purposes identified in the final Service and Assessment Plan, as the same may be amended and supplemented from time to time.

(d) Additionally, the Developer shall provide or cause to be provided the following information to the Administrator for inclusion in each Quarterly Improvement Implementation Report:

(i) With respect to any land owned by the Developer in the District, the number, dollar amount, and property type (e.g., developed lots, undeveloped pads, parcels, raw land) under contract with wholesale purchasers and the name of each such purchaser;

(ii) A listing of any Subsequent Third Party Owners (defined below) of land owned by the Developer in the District liable for payment of at least twenty percent (20%) of the Special Assessments, the amount of the levy of Special Assessments against

the property owned by such Subsequent Third Party Owner, and the percentage of such Special Assessments relative to the entire levy of Special Assessments;

(iii) On a per quarter and running total basis, (A) the number of residential units for which construction has begun on land or lots in the District owned by the Developer, (B) the number of residential units for which construction has been completed on land or lots in the District owned by the Developer, (C) the number of residential units which have been sold to end users and the average sales price therefor on land or lots in the District owned by the Developer and (D) the estimated date of completion for all residential units expected to be constructed on land or lots in the District owned by the Developer;

(e) With respect to the Public Improvements, the Developer shall establish an accounting and budgeting system and shall provide or cause to be provided the following information to the Administrator for inclusion in each Quarterly Improvement Implementation Report:

- (i) Total expected costs for design and engineering to be completed after delivery of the Bonds;
- (ii) Total expected construction budget;
- (iii) Construction budget allocated to each progress milestone;
- (iv) Forecast construction milestones by date;
- (v) Forecast completion date; and
- (vi) Forecast City acceptance date of the Public Improvements.

Quarterly progress reports, reflecting the points listed above, will be summarized by the Developer to reflect the progress and conformance with the overall project budget. These quarterly summaries will be filed with the Administrator for assembly into the Quarterly Improvement Implementation Report and delivered to the Issuer and the Dissemination Agent. Budget overruns in excess of \$250,000 per quarter or delays of greater than sixty (60) days will be highlighted and explained and the Developer shall include a plan to remedy the situation.

(f) Notwithstanding anything contained herein, the Developer's filings under solely Section 3(e) will terminate after the City accepts the final segment of the Public Improvements and Developer provides a final summary report covering the period from the date of its last preceding quarterly progress report to the date of the City's acceptance of the final segment of the Public Improvements. The Developer shall provide the Administrator and the Dissemination Agent with written notice, which written notice shall be acknowledged and signed by the City, of the completion of such Public Improvements. Within five (5) Business Days of receipt of notice pursuant to this Subsection 3(f), the Dissemination Agent shall file a notice of termination in the form attached hereto as Exhibit B of obligation to provide Quarterly Improvement Implementation Reports (the "Quarterly Construction Report Termination") to the MSRB within ten (10) Business Days of its receipt thereof.

SECTION 4. Event Reporting Obligations of Developer.

(a) Each of the following is a “Listed Event” with respect to the Bonds:

(i) Failure to pay any real property taxes or Special Assessments levied within the District on a parcel owned by the Developer;

(ii) Material damage to or destruction of any development or improvements, including the Public Improvements within the District;

(iii) Material default by the Developer on any loan with respect to the development or permanent financing of the Public Improvements undertaken by the Developer;

(iv) Material default by the Developer on any loan secured by property within the District owned by the Developer;

(v) The bankruptcy filing of the Developer or any determination that the Developer is unable to pay its debts as they become due;

(vi) The consummation of a merger, consolidation, or acquisition of the Developer, or the sale of all or substantially all of the assets of the Developer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(vii) The filing of any lawsuit with claim for damage, in excess of \$1,000,000 against the Developer which may adversely affect the completion of development in the District or litigation which would materially adversely affect the financial condition of the Developer; and

(viii) Any change in the legal structure, chief executive officer or controlling ownership of the Developer.

Whenever a Listed Event relating to the Developer or any Subsequent Third Party Owner occurs, such party shall promptly, not more than five (5) Business Days after the occurrence of such Listed Event, notify the Administrator and the Dissemination Agent in writing and the Developer or Subsequent Third Party Owner, as applicable, shall direct the Dissemination Agent to immediately file a notice of such occurrence with the MSRB. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Any notice under the preceding paragraph shall be accompanied with the text of the disclosure that the Developer or Subsequent Third Party Owner, as applicable, desires to make, the written authorization of the Developer or Subsequent Third Party Owner, as applicable, for the Dissemination Agent to disseminate such information as provided herein, and the date the Developer or Subsequent Third Party Owner, as applicable, desires for the Dissemination Agent

to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event).

(b) In all cases, the Developer or Subsequent Third Party Owner, as applicable, shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures provided pursuant to this Disclosure Agreement. In addition, the Developer or Subsequent Third Party Owner, as applicable, shall have the sole responsibility to ensure that any notice required to be filed with the MSRB under this Section 4 is actually filed within ten (10) Business Days of the occurrence of the Listed Event, provided that the sole remedy for failure to timely file notice of a Listed Event by the Developer or Subsequent Third Party Owner shall be an action for mandamus or specific performance as provided in Section 10 hereof.

SECTION 5. Subsequent Third Party Owners; Termination of Reporting Obligations.

(a) If the Developer sells, assigns or otherwise transfers ownership of real property in the District to a third party, which results in such third party, including any Affiliate of such third party, owning property representing at least twenty percent (20%) of the total Annual Installments of the Special Assessments first coming due after such transfer of ownership (a "Subsequent Third Party Owner"), the Developer shall require such Subsequent Third Party Owner to assume and comply with the Developer's disclosure obligations in Sections 3, 4 and 5(a)-(b) hereunder with respect to such acquired real property for so long as such Subsequent Third Party Owner is the owner of property representing at least twenty percent (20%) of the total of Annual Installments of the Special Assessments next coming due; provided that information relating to the construction and status of the Public Improvements required to be provided under Sections 3 and 4 shall only be required of such Subsequent Third Party Owner to the extent such Subsequent Third Party Owner has assumed the obligation to construct any Public Improvements. The Developer shall deliver to the Dissemination Agent and the Issuer a written acknowledgement from each Subsequent Third Party Owner acknowledging and assuming its obligations under this Disclosure Agreement. Upon any such transfer to a Subsequent Third Party Owner, and such Subsequent Third Party Owner's assumption of Developer's obligations under Sections 3 and Section 4 of this Disclosure Agreement as to the property transferred, Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred.

(b) The reporting obligations of the Developer or a Subsequent Third Party Owner, if any, pursuant to Section 4 of this Disclosure Agreement shall terminate (i) upon the legal defeasance, prior redemption or payment in full of all of the Bonds or (ii) when the Developer or a Subsequent Third Party Owner, if any, is no longer responsible for the payment of Annual Installments of Special Assessments equal to at least 20% of the total Annual Installment of Special Assessments for any year.

(c) At such time that the Developer or a Subsequent Third Party Owner, if any, is no longer responsible for the payment of Annual Installments of Special Assessments equal to at least 20% of the total Annual Installment of Special Assessments for any year, the Administrator shall provide written notice to the Developer, any Subsequent Third Party Owner, if applicable,

the Issuer and the Dissemination Agent that such party is no longer responsible for the payment of Annual Installments of Special Assessments equal to at least 20% of the total Annual Installment of Special Assessments for any year, thereby, terminating such party's reporting obligations under this Disclosure Agreement (the "Termination Notice"). If such termination notice with respect to the Developer or a Subsequent Third Party Owner occurs prior to the legal defeasance, prior redemption or payment in full of all of the Bonds, the Administrator shall immediately provide, or cause to be provided, the Termination Notice to the Dissemination Agent, and the Dissemination Agent shall provide such Termination Notice to the MSRB within ten (10) Business Days of its receipt thereof.

(d) The reporting obligations under this Disclosure Agreement shall terminate (i) upon the legal defeasance, prior redemption or payment in full of all of the Bonds or (ii) when the Developer and any Subsequent Third Party Owner, if any, are no longer responsible for the payment of Annual Installments of Special Assessments equal to at least 20% of the total Annual Installment of Special Assessments for any year and any Termination Notice required by subsection (b) of this Section 5 has been provided to the MSRB.

SECTION 6. Reporting of Failure to File.

(a) The Developer shall, or shall cause the Dissemination Agent to, notify the MSRB, in a timely manner, of any failure by the Developer to provide Quarterly Improvement Implementation Report as required under this Disclosure Agreement. See Exhibit C hereto for a form for submitting "Notice of Failure To File." The Dissemination Agent shall file such Notice of Failure to File within one Business Day of its receipt thereof from the Developer together with instructions to file such with the MSRB.

SECTION 7. Dissemination Agent. The Developer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out the Developer's obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent, provided that in the event that the Developer discharges the Dissemination Agent without appointing a successor Dissemination Agent, the Developer shall give notice to the Issuer within 5 business days of (i) the discharge of the Dissemination Agent and (ii) that no successor Dissemination Agent has been appointed. The Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the Developer. If at any time there is not any other designated Dissemination Agent engaged by the Developer, a new Dissemination Agent shall be appointed by the Developer or the Developer shall serve as the Dissemination Agent until a new Dissemination Agent has been appointed and has accepted the duties and obligations of this Agreement relating to the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be UMB Bank, N.A.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Developer, the Administrator and the Dissemination Agent may jointly amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Developer or Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3 or 4, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Developer, or the type of business conducted; and

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel selected by the Issuer, materially impair the interests of the Owners or beneficial owners of the Bonds. No amendment which adversely affects the Dissemination Agent may be made without the respective party's prior written consent (which consent will not be unreasonably withheld or delayed).

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Administrator shall describe such amendment in the next related Quarterly Improvement Implementation Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Developer. The Developer shall provide, or cause to be provided, at its cost and expense, an executed copy of any amendment or waiver entered into under this Section 8 to the Issuer.

SECTION 9. Identifying Information to be Included; Additional Information.

(a) All documents provided to the MSRB pursuant to this Disclosure Agreement shall be accompanied by identifying information as prescribed by the MSRB.

(b) Nothing in this Disclosure Agreement shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in addition to that which is required by this Disclosure Agreement. If the Developer chooses to include any information in any Quarterly Improvement Implementation Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Developer shall have no obligation under this Disclosure Agreement to update such information or include it in any future notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Developer or Administrator to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request or the Owners of at least 25% aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction as provided in the Indenture), or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Developer and/or Administrator to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture

with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Developer or Administrator to comply with this Disclosure Agreement shall be an action to mandamus or specific performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. The Developer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the Issuer, the Developer or the Administrator apart from the relationship created hereunder shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition except as may be provided by written notice from the appropriate party. Nothing in this Disclosure Agreement shall be construed to require the Dissemination Agent to interpret or provide an opinion concerning any information made public. If the Dissemination Agent receives a request for an interpretation or opinion, the Dissemination Agent may refer such request to the Developer for response. To the extent the Dissemination Agent is provided with information required to be disclosed under the terms of this Disclosure Agreement together with written instructions to deliver such information to the MSRB, the Dissemination Agent shall provide such information to the MSRB as soon as practicable after receipt. It being understood that any information received on a day other than a Business Day or after noon C.D.T. on any Business Day is not required to be provided on the date of receipt. The Dissemination Agent shall not be responsible for the Developer's failure to submit a complete Quarterly Improvement Implementation Report. The Dissemination Agent may resign hereunder at any time upon 30 days prior written notice to the Developer.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. The Developer agrees to hold harmless the Administrator, its officers,

directors, employees and agents, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, THE DEVELOPER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DEVELOPER, THE DISSEMINATION AGENT OR THE ADMINISTRATOR, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION. FOR THE AVOIDANCE OF DOUBT, THE PROVISIONS OF THIS SECTION DO NOT APPLY TO ANY LIABILITY OF THE CITY OR THE CORPORATION PURSUANT TO RULE 10b-5 OF THE SECURITIES AND EXCHANGE COMMISSION OR ANY OTHER ACTION AGAINST THE DEVELOPER OR LIABILITY RESULTING THEREFROM RELATED TO A MATERIAL MISSTATEMENT OR ORMISSION OF INFORMATION DELIVERED PURSUANT TO THIS DISCLOSURE AGREEMENT.

SECTION 12. No Personal Liability. No covenant, stipulation, obligation or agreement of the Developer, the Administrator or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the Developer, the Administrator or Dissemination Agent in other than that person's official capacity.

SECTION 13. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons

held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Developer, the Administrator, the Dissemination Agent and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 15. Administrator and Dissemination Agent Compensation. The fees and expenses incurred by the Administrator and Dissemination Agent for their services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Administrator has entered into a separate agreement with the City, which agreement governs the administration of the District, including the payment of the fees and expenses of the Administrator for its services render in accordance with this Disclosure Agreement.

SECTION 16. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 17. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Pages to Follow]

UMB BANK, N.A.,
as Dissemination Agent

By: _____
Authorized Officer

**DEVELOPMENT PLANNING & FINANCING
GROUP, INC.,**
as Administrator

By: _____
Authorized Officer

HUTTO 1660, LP,
a Texas Limited Partnership

By: Packsaddle Real Estate Partners, LLC
Its: General Partner

By: _____
Name: Scott Rempe
Title: Managing Member

EXHIBIT A

NOTICE OF TERMINATION

Name of Issuer: Arizona Industrial Development Authority
Name of Bond Issue: [BOND NAME]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that the Developer is no longer obligated to provide Quarterly Improvement Implementation Reports with respect to the Public Improvements funded by the above-named bonds as required by the Developer's Continuing Disclosure Agreement dated [DOCUMENT DATE], 2019, entered into in connection with the above-captioned Bonds issued by the Arizona Industrial Development Authority.

Dated: _____

UMB Bank, N.A.
(as Dissemination Agent)

By: _____

Title: _____

EXHIBIT B

NOTICE OF CONSTRUCTION REPORT TERMINATION

Name of Issuer: Arizona Industrial Development Authority
Name of Bond Issue: [BOND NAME]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that the Developer is no longer obligated to provide construction reports with respect to the Public Improvements funded by the above-named bonds as required by Section 3(e) of the Developer's Continuing Disclosure Agreement dated [DOCUMENT DATE], 2019, entered into in connection with the above-captioned Bonds issued by the Arizona Industrial Development Authority.

Dated: _____

UMB Bank, N.A.
(as Dissemination Agent)

By: _____

Title: _____

EXHIBIT C

NOTICE TO FAILURE TO FILE

Name of Issuer: Arizona Industrial Development Authority
Name of Bond Issue: [BOND TITLE]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that the Developer has not provided its Quarterly Improvement Implementation Report with respect to the above-named bonds as required by the Continuing Disclosure Agreement dated [DOCUMENT DATE], 2019, by the Developer in connection with the above-captioned Bonds issued by the Arizona Industrial Development Authority. The Developer anticipates that the Quarterly Improvement Implementation Report will be filed by _____.

Dated: _____

UMB Bank, N.A..
on behalf of the Developer
(as Dissemination Agent)

By: _____

Title: _____

FISCAL AGENT AGREEMENT

among the

RIVER CREEK DEVELOPMENT CORPORATION,

PRESTON HOLLOW CAPITAL, LLC

and

UMB Bank, N.A., as Fiscal Agent

Dated as of September 5, 2019

THIS FISCAL AGENT AGREEMENT made and entered into as of September 5, 2019 (the "Fiscal Agent Agreement") by and between UMB Bank, N.A., a national banking association, which is authorized by law to accept and exercise the powers set forth herein, and its successors and assigns, as fiscal agent (the "Fiscal Agent"), PRESTON HOLLOW CAPITAL, LLC, a Delaware limited liability company, including its designated successors and Assigns (the "Lender"), and the RIVER CREEK DEVELOPMENT CORPORATION, a public nonprofit corporation created by and acting on behalf of the City of Hutto, Texas, together with its successors and assigns (herein called the "Corporation");

W I T N E S S E T H:

WHEREAS, on June 7, 2018, the City Council of the City of Hutto, Texas (the "City") passed and approved Resolution No. R-19-06-07-9C authorizing the creation of the Mustang Creek Public Improvement District (the "District") pursuant to Chapter 372, Texas Local Government Code, as amended (the "PID Act"); and

WHEREAS, on June 20, 2019 the City Council passed and approved Resolution No. R-19-06-20-_____, amending the boundaries of the District to match the boundaries of the Property; and

WHEREAS, the District was created, in part, to undertake and finance those certain Public Improvements (as defined in Interlocal Agreement) as approved by the City Manager (the "Public Improvements") and set forth in the Service and Assessment Plan and Assessment Roll approved by the City Council of the City dated September 5, 2019, as amended from time to time (the "Service and Assessment Plan"); and

WHEREAS, on September 5, 2019, the City Council passed and approved Ordinance No. _____ (the "Assessment Ordinance") which, among other things, approved the Service and Assessment Plan which identified the amount of certain assessments on the benefitted property within the District ("Assessments"), and established the dates upon which interest on assessments will begin to accrue and collection of Assessments will begin; and

WHEREAS, in addition to approving the Service and Assessment Plan, the Assessment Ordinance levied the Assessments against certain parcels within the boundaries of the District for the Public Improvements (as defined herein) in accordance with the Service and Assessment Plan; and

WHEREAS, Assessments are reflected in the Service and Assessment Plan as approved by the City Council, as amended and updated annually as provided in the PID Act; and

WHEREAS, the Service and Assessment Plan and the Assessment Ordinance provide, in part, that an Assessment or Assessments may be paid in full, and if an assessment is not paid in full, it shall be due and payable in Annual Installments (as defined in the SAP) plus interest; and

WHEREAS, the Service and Assessment Plan and the Assessment Ordinance provide, pursuant to Chapter 372.018(f) of the PID Act, that if an Annual Installment of an Assessment

becomes delinquent, such Annual Installment shall be due and payable plus interest, penalties, and expenses incurred or imposed with respect to any delinquent installments; and

WHEREAS, the Service and Assessment Plan allocated the cost of the Public Improvements to the Assessed Parcels (as defined in the Interlocal Agreement) proportionally based on the special benefits conferred to each lot or parcel by the Public Improvements; and

WHEREAS, all revenue received and collected by the City from the collection of the Assessments and Annual Installments (excluding Delinquent Collection Costs, and Administrative Expenses) (the "Assessment Revenues") shall be deposited as required by the PID Act into an assessment fund created pursuant to the PID Act (the "Assessment Fund"); and

WHEREAS, the City and the Corporation have entered into the Interlocal Agreement dated September 5, 2019 to administer certain matters related to the Corporation and for the purchase and sale of the Public Improvements (the "Project") pursuant Chapter 372.023(a) of the PID Act; and

WHEREAS, the City has agreed to make payments for the purchase of the public improvements (the "Installment Payments") under the Interlocal Agreement from the Assessment Fund;

WHEREAS, in order to meet its obligations under the Interlocal Agreement to construct and finance the Project, the Corporation has entered into a Loan Agreement (the "Loan Agreement") with the Lender dated as of September 5, 2019; and

WHEREAS, pursuant to the Loan Agreement, the Corporation will make payments to the Lender for amounts due under the Loan Agreement through the Fiscal Agent no later than each payment date set forth on Schedule I to the Loan Agreement, from funds received by the Corporation from the City and that the City has drawn from the Assessment Fund; and

WHEREAS, on each September 16, the Corporation shall transfer any remaining available funds received from the City which were on deposit in the Assessment Fund (less certain Administrative Expenses and Delinquent Collection Costs described in the Service and Assessment Plan) to the Fiscal Agent as a prepayment under Section 2.7 of the Loan Agreement; and

WHEREAS, the Corporation has entered into that certain Construction Contract with Hutto1660, LP (the "Construction Manager") dated September 5, 2019 (the "Construction Contract") to facilitate the construction of the Project; and

WHEREAS, the Corporation has agreed to pay the Construction Manager its Actual Costs (as defined in the Construction Contract) of the Public Improvements in an amount not to exceed \$8,347,841.50 (the "Contract Amount"); and

WHEREAS, the Corporation, the Lender and the Fiscal Agent are entering into this Fiscal Agent Agreement for the purpose of (1) depositing all payments made by the Corporation and received from the City pursuant to the Interlocal Agreement for the payment of Note and (2)

depositing and controlling the distribution of funds to the to the Construction Manager pursuant to the terms of the Construction Contract.

NOW, THEREFORE, THIS FISCAL AGENT AGREEMENT WITNESSETH, the Corporation does hereby covenant and agree with the Fiscal Agent and the Lender, for the benefit of the Lender, as follows:

GRANTING CLAUSES

TO SECURE THE PAYMENT OF THE NOTE, the Corporation conveys, transfers, pledges and confirms to the Fiscal Agent the payments received by the Corporation under the Interlocal Agreement and in and to:

I. A security interest in the Pledged Revenues, subject to the provisions of this Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and, for avoidance of doubt, excluding the Rebate Fund.

TO HAVE AND HOLD all the same with all privileges and appurtenances hereby given, granted, pledged, assigned, conveyed, mortgaged and transferred, or agreed or intended to be to the Fiscal Agent and its successors in said trusts and to them and their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms herein set forth, for the equal and proportionate benefit, security and protection of the Lender; and

PROVIDED, HOWEVER, that upon payment in full of the Note in accordance with the terms and provisions of this Fiscal Agent Agreement, this Fiscal Agent Agreement and the rights hereby granted shall cease, determine and be void; otherwise, this Fiscal Agent Agreement shall be of full force and effect.

ARTICLE I

DEFINITIONS; EQUAL SECURITY

SECTION 1.01 Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any certificate, opinion, request or other document herein or therein mentioned have the meanings herein specified:

Actual Costs

The term “Actual Costs” shall have the meaning given to such term in the Construction Contract.

Administrative Expenses

The term “Administrative Expenses” shall have the meaning given to such term in the Service and Assessment Plan.

Annual Debt Service

The term “Annual Debt Service” means, for each Note Year, the sum of (i) the interest due on the Note in such Note Year, assuming that the Note is retired as scheduled, and (ii) the principal amount of the Note due in such Note Year.

Assessed Parcels

The term “Assessed Parcels” shall have the meaning given to such term in the Interlocal Agreement.

Assessments

The term “Assessments” shall have the meaning given to such term in the recitals hereto.

Assessment Fund

The term “Assessment Fund” shall have the meaning given to such term in the recitals hereto.

Assessment Ordinance

The term “Assessment Ordinance” shall have the meaning given to such term in the recitals hereto.

Assessment Revenues

The term “Assessment Revenues” shall have the meaning given to such term in the recitals hereto.

Authorized Signatory

The term “Authorized Signatory” shall mean any officer, director or other person designated by resolution of the board of directors of the Corporation (whether such resolution is adopted in connection with the issuance of the Note or otherwise) or by the Corporation’s bylaws as an ‘Authorized Signatory’ empowered to, among other things, execute and deliver on behalf of the Corporation this Fiscal Agent Agreement and the Note.

Business Day

The term “Business Day” means any day other than a Saturday or Sunday or a day on which the corporate office of the Fiscal Agent, the location of which shall be designated by the Fiscal Agent, is closed, or a day on which the New York Stock Exchange is scheduled to be closed.

Certification and Approval of Construction

The Term “Certification and Approval of Construction” means a certificate substantially in the form of Exhibit E attached to the Construction Contract approved and executed by the Construction Manager and an authorized representative of the City.

Certificate of the Corporation

The term “Certificate of the Corporation” means an instrument in writing signed by an Authorized Signatory of the Corporation.

City

The term “City” means the City of Hutto, Texas, a Texas municipal corporation located in Williamson County, Texas.

Code

The term “Code” means the Internal Revenue Code of 1986.

Contract Amount

The term “Contract Amount” shall have the meaning given to such term in the recitals hereto.

Construction Contract

The term “Construction Contract” shall have the meaning given to such term in the recitals hereto.

Construction Account

The term “Construction Account” means the account by that name established pursuant to Section 2.02.

Construction Manager

The term “Construction Manager” shall have the meaning given to such term in the recitals hereto.

Corporation

The term “Corporation” shall have the meaning given to such term in the recitals hereto.

Costs of Issuance

The term “Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the Corporation and related to the creation of the District, certain

costs of the Construction Manager, certain costs related to the City, and the authorization, execution and delivery of the Fiscal Agent Agreement and the sale of the Note, including, but not limited to, costs of preparation and reproduction of documents, costs of rating agencies and costs to provide information required by rating agencies, filing and recording fees, initial fees and charges of the Fiscal Agent, legal fees and charges, fees and disbursements of consultants and professionals, fees and expenses of the loan placement agent, fees and charges for preparation, execution and safekeeping of the Note, fees of the Corporation, and any other cost, charge or fee in connection with the original execution and delivery of the Note.

Cost of Issuance Account

The term “Cost of Issuance Account” means the fund by that name established pursuant to Section 2.02.

Deferred Loan Proceeds Accounts

The Term “Deferred Loan Proceeds Accounts” means, collectively, the Phase II Deferred Loan Proceeds Account, Phase III Deferred Loan Proceeds Account, Phase IV Deferred Loan Proceeds Account, and Phase V Deferred Loan Proceeds Account.

Delinquent Collection Costs

The term “Delinquent Collection Costs” shall have the meaning given to such term in the Service and Assessment Plan.

District

The term “District” shall have the meaning given to such term in the recitals hereto.

Event of Default

The term “Event of Default” shall have the meaning ascribed to such term in Section 7.01.

Fiscal Agent

The term “Fiscal Agent” means UMB Bank, N.A., or any other association or corporation which may at any time be substituted in its place as provided in Section 5.01.

Fiscal Agent Agreement

The term “Fiscal Agent Agreement” means this Fiscal Agent Agreement, dated as of September 5, 2019, between the Corporation, the Lender and the Fiscal Agent, as originally executed and as it may from time to time be amended or supplemented pursuant to the provisions hereof.

Independent Appraisal

The term “Independent Appraisal” means an “as-is” appraisal delivered by an appraiser that is MAI designated by the Appraisal Institute and is licensed in the State of Texas.

Installment Payments

The term “Installment Payments” shall have the meaning given to such term in the Interlocal Agreement.

Interlocal Agreement

The term “Interlocal Agreement” shall have the meaning given to such term in the recitals hereto.

Lender

The term “Lender” shall have the meaning given to such term in the recitals hereto.

Loan Agreement

The term “Loan Agreement” shall have the meaning given to such term in the recitals hereto.

Maximum Annual Debt Service

The term “Maximum Annual Debt Service” means the largest Annual Debt Service for the Note Year after the calculation is made through the final maturity date of the Note.

Note

The term “Note” shall have the meaning given to such term in the recitals hereto.

Note Documents

The term “Note Documents” means this Fiscal Agent Agreement, the Loan Agreement, and the Note.

Note Fund

The term “Note Fund” means the fund by that name established pursuant to Section 2.02.

Note Payment Date

The term “Note Payment Date” means a date on which interest and/or principal is due on the Note, being April 1 and October 1 of each year to which reference is made, commencing on April 1, 2020.

Note Year

The term “Note Year” means the one-year period beginning on the first day of October 1 in each year and ending on the last day of September 30 in the following year.

Opinion of Counsel

The term “Opinion of Counsel” means a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed and paid by the Corporation.

Outstanding

The term “Outstanding,” when used as of any particular time with reference to the Note, means any principal amount outstanding of the Note.

Permitted Investments

The term “Permitted Investments” means any of the following obligations if and to the extent that, at the time of making such investment, they are permitted by applicable Texas law for the investment of public moneys by political subdivisions of the State of Texas:

- (1) Direct obligations of (including obligations issued or held in book-entry form on the books of) the Department of the Treasury of the United States of America;
- (2) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:
 - a) Export-Import Bank
 - b) Farm Credit System Financial Assistance Corporation
 - c) Rural Economic Community Development Administration (formerly the Farmers Home Administration)
 - d) General Services Administration
 - e) U.S. Maritime Administration
 - f) Small Business Administration
 - g) Government National Mortgage Association (GNMA)
 - h) U.S. Department of Housing & Urban Development (PHA’s)
 - i) Federal Housing Administration
 - j) Federal Financing Bank;

(3) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- a) Senior debt obligations rated “Aaa” by Moody’s and “AAA” by S&P issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC)
- b) Obligations of the Resolution Funding Corporation (REFCORP)
- c) Senior debt obligations of the Federal Home Loan Bank System
- d) Senior debt obligations of other Government Sponsored Agencies;

(4) U.S. dollar denominated deposit accounts, federal funds and bankers’ acceptances with domestic commercial banks (including the Fiscal Agent and its affiliates and subsidiaries) which have a rating on their short-term certificates of deposit on the date of purchase of “A-1” or “A-1+” by S&P and “P-1” by Moody’s and maturing no more than 360 days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(5) Commercial paper which is rated at the time of purchase in the single highest classification, “A-1+” by S&P and “P-1” by Moody’s and which matures not more than 270 days after the date of purchase;

(6) Investments in a money market fund rated “AAAm” or “AAAm-G” by S&P, including such funds for which the Fiscal Agent or an affiliate of the Fiscal Agent acts as an investment advisor or provides other services;

(7) Pre-refunded municipal obligations defined as follows: The Note or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(A) which are rated based on an irrevocable escrow account or fund (the “escrow”) in the highest rating category of S&P and Moody’s or any successors thereto; or

(B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (1) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on the Note or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the Note or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate; and

(8) General obligations of states with a rating of at least “Aaa/AAA” or higher by both Moody’s and S&P;

The value of the above investments shall be determined as follows:

“Value”, which shall be determined as of the end of each month by the Fiscal Agent in accordance with Section 3.03 hereof, means that the value of any investments shall be calculated as follows:

(a) As to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if not there, then in The New York Times): the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination;

(b) As to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times: the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Corporation in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service;

(c) As to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest;

(d) As to any investment not specified above: the lower of cost or market value thereof.

Person

The term “Person” shall mean any individual, corporation, partnership, limited liability company, association, joint-stock company, trust, unincorporated organization, governmental body, political subdivision, municipality, municipal authority or any other group or organization of individuals.

Phase

The term “Phase” means the lots identified in all or portions of “Block A,” “Block B,” “Block C,” “Block D,” “Block E,” “Block F,” “Block G,” “Block H,” “Block I,” “Block J,” “Block K,” “Block L,” “Block M,” and “Block N” in “Appendix C—Legal Descriptions – 505 Lots” of that Appraisal of Real Property prepared by Integra Realty Resources DFW for the City and Stifel, Nicolaus & Company, Incorporated dated as of August __, 2019 and displayed more particularly in “Table II—Public Improvement District Boundaries” of the Service and Assessment Plan dated as of September 5, 2019 and consisting of Phase I, Phase II, Phase III, Phase IV, and Phase V.

Phase I

The term “Phase I” means the lots identified in “Block A,” “Block B,” “Block C,” “Block D,” and “Block E” in “Appendix C—Legal Descriptions – 505 Lots” of that Appraisal of

Real Property prepared by Integra Realty Resources DFW for the City and Stifel, Nicolaus & Company, Incorporated dated as of August __, 2019 and displayed more particularly in “Table II—Public Improvement District Boundaries” of the Service and Assessment Plan dated as of September 5, 2019; such identified finished lots may be subsequently amended with Lender approval.

Phase II

The term “Phase II” means the lots identified in “Block B,” “Block C,” “Block E,” “Block F,” and “Block G” in “Appendix C—Legal Descriptions – 505 Lots” of that Appraisal of Real Property prepared by Integra Realty Resources DFW for the City and Stifel, Nicolaus & Company, Incorporated dated as of August __, 2019 and displayed more particularly in “Table II—Public Improvement District Boundaries” of the Service and Assessment Plan dated as of September 5, 2019; such identified finished lots may be subsequently amended with Lender approval.

Phase III

The term “Phase III” means the lots identified in “Block B,” “Block G,” “Block F,” and “Block H” in “Appendix C—Legal Descriptions – 505 Lots” of that Appraisal of Real Property prepared by Integra Realty Resources DFW for the City and Stifel, Nicolaus & Company, Incorporated dated as of August __, 2019 and displayed more particularly in “Table II—Public Improvement District Boundaries” of the Service and Assessment Plan dated as of September 5, 2019; such identified finished lots may be subsequently amended with Lender approval.

Phase IV

The term “Phase IV” means the lots identified in “Block B,” “Block I,” “Block J,” “Block K,” “Block L,” “Block M,” and “Block N” in “Appendix C—Legal Descriptions – 505 Lots” of that Appraisal of Real Property prepared by Integra Realty Resources DFW for the City and Stifel, Nicolaus & Company, Incorporated dated as of August __, 2019 and displayed more particularly in “Table II—Public Improvement District Boundaries” of the Service and Assessment Plan dated as of September 5, 2019; such identified finished lots may be subsequently amended with Lender approval.

Phase V

The term The term “Phase V” means lots identified in “Block B,” “Block M,” and “Block N” in “Appendix C—Legal Descriptions – 505 Lots” of that Appraisal of Real Property prepared by Integra Realty Resources DFW for the City and Stifel, Nicolaus & Company, Incorporated dated as of August __, 2019 and displayed more particularly in “Table II—Public Improvement District Boundaries” of the Service and Assessment Plan dated as of September 5, 2019; such identified finished lots may be subsequently amended with Lender approval.

Phase II Deferred Loan Proceeds Account

The term “Phase II Deferred Loan Proceeds Account” means the account by that name established pursuant to Section 2.02(b)(ii).

Phase III Deferred Loan Proceeds Account

The term “Phase III Deferred Loan Proceeds Account” means the account by that name established pursuant to Section 2.02(b)(ii).

Phase IV Deferred Loan Proceeds Account

The term “Phase IV Deferred Loan Proceeds Account” means the account by that name established pursuant to Section 2.02(b)(ii).

Phase V Deferred Loan Proceeds Account

The term “Phase V Deferred Loan Proceeds Account” means the account by that name established pursuant to Section 2.02(b)(ii).

PID Act

The term “PID Act” shall have the meaning given to such term in the recitals hereto.

Pledged Revenues

The term “Pledged Revenues” means (a) Revenues, (ii) the moneys held in any of the Revenue Fund, the Note Fund, the Project Fund, the Reserve Fund, and the Redemption Fund, and (iii) all interest or other income from any investment of any money in any fund or account established pursuant to this Fiscal Agent Agreement.

Prepayment and Delinquency Reserve Account

The term “Prepayment and Delinquency Reserve Account” means the account by that name established pursuant to Sections 2.02 and 2.07.

Prepayment and Delinquency Reserve Requirement

The term “Prepayment and Delinquency Reserve Requirement” means the moneys to be deposited in the Prepayment and Delinquency Reserve Account as described in Section 2.03 and 2.07 in an amount equal to 5.5% of the Note then Outstanding. The initial Prepayment and Delinquency Reserve Requirement is \$520,025.00.

Prepayments

The Term “Prepayment” means the payment of all or a portion of an Assessment (as defined in the Service and Assessment Plan) before the due date thereof, including prepayment under the Interlocal Agreement, and proceeds of the Note issued to refund all or a portion of the Note herein and the proceeds, including interest and penalty interest, paid to the Fiscal Agent

pursuant to the Interlocal Agreement from the enforcement of the Assessments against any assessed parcel or assessed parcels, whether by foreclosure of lien or otherwise.

Principal and Interest Account

The term “Principal and Interest Account” means the account by that name established pursuant to Section 2.02.

Project

The term “Project” shall have the meaning given to such term in the recitals hereto.

Project Documents

The term “Project Documents” means (i) the Note Documents; and (ii) any other agreement, contract, document, or instrument executed by the Lender in connection with any of the foregoing.

Public Improvements

The term “Public Improvements” shall have the meaning given to such term in the Interlocal Agreement (such term is defined as “Authorized Improvements” in the Service and Assessment Plan).

Rebate Fund

The term “Rebate Fund” means the fund by that name established pursuant to Sections 2.02 and 2.08.

Redemption Fund

The term “Redemption Fund” means the fund by that name established pursuant to Sections 2.02 and 2.06.

Reserve Account

The term “Reserve Account” means the account by that name established pursuant to Sections 2.02 and 2.07.

Reserve Account Requirement

The term “Reserve Account Requirement” means the moneys to be deposited in the Reserve Fund as described in Section 2.03 and 2.07 and shall be an amount the Corporation confirms in writing to the Fiscal Agent is equal to 50% of the least of (i) Maximum Annual Debt Service on the Note as of its date of issuance, (ii) 125% of average Annual Debt Service on the Note as of its date of issuance, and (iii) 10% of the proceeds of the Note as of their date of issuance; provided, however, that such amount shall be reduced by the amount of any transfers made to the Redemption Fund as a result of Prepayments, surplus Note proceeds or other funds deposited to the Redemption Fund and used to redeem the Note; and provided further that as a result of an

optional redemption or extraordinary mandatory redemption, the Reserve Account Requirement shall be reduced by a percentage equal to the pro rata principal amount of the Note redeemed by such redemption divided by the total principal amount of the Note prior to such redemption. As of the date of delivery of the Note, the Reserve Account Requirement is \$317,745.38 which is an amount equal to 50% of the Maximum Annual Debt Service on the Note as of the date of issuance.

Reserve Fund

The term “Reserve Fund” means the fund by that name established pursuant to Sections 2.02 and 2.07.

Responsible Officer

The term “Responsible Officer” means any officer within the corporate trust department of the Fiscal Agent, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Fiscal Agent who customarily performs functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person’s knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Fiscal Agent Agreement.

Revenues

The term “Revenues” means Installment Payments paid by the City to the Corporation pursuant to the Interlocal Agreement.

Revenue Fund

The term “Revenue Fund” means the fund by that name established pursuant to Sections 2.02 and 2.03.

Service and Assessment Plan

The term “Service and Assessment Plan” shall have the meaning given to such term in the recitals hereto.

State

The term “State” means the State of Texas.

Tax Certificate

The term “Tax Certificate” means the Tax Certificate executed and delivered by the Corporation at the time of the issuance and delivery of the Note, as the same may be amended or supplemented in accordance with its terms.

Value-to-Lien Ratio

The term “Value-to-Lien Ratio” means the ratio of (1) the aggregate appraised value of the Assessed Parcels within a particular Phase in the District as determined by an Independent Appraiser or the Williamson Central Appraisal District in a VTL Certificate to (2) the aggregate amount of the lien(s) upon such Assessed Parcels within such Phase securing repayment of Assessments.

VTL Certificate

The term “VTL Certificate” means a certificate provided by the Construction Manager that is delivered to the Lender, the Corporation and the Fiscal Agent stating that, at the time of such delivery, the Value-to-Lien Ratio in a particular Phase for which such transfer is being requested is greater than 2.00:1. The aggregate appraised value of the Assessed Parcels comprising the specific Phase within the District that is the subject of the VTL Certificate shall be based upon and be accompanied by either (i) an original and signed copy of an Independent Appraisal for the Assessed Parcels comprising the specific Phase within the District that is addressed to the Lender, the Corporation and the Fiscal Agent, or (ii) a copy of the most recent tax roll for the Assessed Parcels comprising the specific Phase within the District certified by the Williamson Central Appraisal District to be true and correct.

Written Request of the Corporation

The term “Written Request of the Corporation” means an instrument in writing signed on behalf of the Corporation by an Authorized Signatory.

ARTICLE II

THE FUNDS

SECTION 2.01 Procedure for the Deposit of the Proceed of the Note.

Upon receipt of the proceeds of the Note from the Lender, the Fiscal Agent shall set aside and deposit the proceeds received in the following respective accounts or funds created pursuant to Section 2.02 hereof:

(a) The Fiscal Agent shall deposit \$563,742.50 in the Cost of Issuance Account of the Project Fund.

(b) The Fiscal Agent shall deposit \$5,355,842.86 in the Construction Account of the Project Fund.

(c) The Fiscal Agent shall deposit \$317,745.38 in the Reserve Account of the Reserve Fund.

(d) The Fiscal Agent shall deposit \$0.00 in the Prepayment and Delinquency Reserve Account of the Reserve Fund.

(e) The Fiscal Agent shall deposit \$537,237.32 in the Phase II Deferred Loan Proceeds Account of the Project Fund.

(f) The Fiscal Agent shall deposit \$743,867.06 in the Phase III Deferred Loan Proceeds Account of the Project Fund.

(g) The Fiscal Agent shall deposit \$867,844.91 in the Phase IV Deferred Loan Proceeds Account of the Project Fund.

(h) The Fiscal Agent shall deposit \$843,049.34 in the Phase V Deferred Loan Proceeds Account of the Project Fund

The deposit to the Construction Account of the Project Fund described in Section 2.01(b) above shall be disbursed only pursuant to the provisions of Section 2.05(b) hereof. The deposit to the Phase II Deferred Loan Proceeds Account, Phase III Deferred Loan Proceeds Account, Phase IV Deferred Loan Proceeds Account and Phase V Deferred Loan Proceeds Account shall be disbursed only pursuant to the provisions of Sections 2.05(b) and 2.05(g) hereof. Notwithstanding any other provision of any document, at no time shall the Construction Manager have any rights, whether legal or equitable, in or to any such funds after they are received by the Fiscal Agent; provided, however, that this sentence does not modify in any way the provisions of Sections 2.05(b) or 2.05 (g) hereof.

SECTION 2.02 Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Fiscal Agent Agreement to be held by the Fiscal Agent:

- (i) Revenue Fund;
- (ii) Note Fund;
- (iii) Project Fund;
- (iv) Reserve Fund;
- (v) Redemption Fund; and
- (vi) Rebate Fund.

(b) Creation of Accounts.

- (i) The following Accounts are hereby created and established under the Note Fund:
 - (A) Principal and Interest Account.
- (ii) The following Accounts are hereby created and established under the Project Fund:
 - (A) Construction Account;
 - (B) Cost of Issuance Account;
 - (C) Phase II Deferred Loan Proceeds account of the Project Fund;

- (D) Phase III Deferred Loan Proceeds account of the Project Fund;
- (E) Phase IV Deferred Loan Proceeds account of the Project Fund; and
- (F) Phase V Deferred Loan Proceeds account of the Project Fund.

(iii) The following Accounts are hereby created and established under the Reserve Fund:

- (A) Reserve Account; and
- (B) Prepayment and Delinquency Reserve Account.

(c) Each fund and account created within such fund shall be maintained by the Fiscal Agent separate and apart from all other funds. Interest earnings and profit on each respective Fund and Account established by this Fiscal Agent Agreement shall be applied or withdrawn for the purposes of such fund or account as specified in this Fiscal Agent Agreement.

SECTION 2.03 Revenue Fund.

(a) On or before April 1 and October 1 of each while the Note is Outstanding and beginning in year 2020, the Fiscal Agent shall deposit or cause to be deposited such portions of the Revenues received on or before April 1 and October 1 of such year from the Corporation or the City into the Revenue Fund. Specifically, the Fiscal Agent shall deposit or cause to be deposited such portions of the Revenues received from the Corporation or the City on or April 1 and October 1 of such year to the Revenue Fund to be used in the following order of priority: (a) first, amounts sufficient to pay the fees and expenses of the Fiscal Agent, (b) second, amounts sufficient to pay debt service on the Note next coming due, (c) third, as described in Section 2.07(a) hereof, to the Reserve Account of the Reserve Fund in an amount to cause the amount of funds in the Reserve Account of the Reserve Fund to equal the Reserve Account Requirement, (d) fourth, as described in Section 2.07(a) hereof, to the Prepayment and Delinquency Reserve Account of the Reserve Fund in amounts to cause the amount of funds in the Prepayment and Delinquency Reserve Account to equal the Prepayment and Delinquency Reserve Requirement, and (e) fifth, to the Redemption Fund or Rebate Fund as described in Section 2.07(a) hereof.

(b) From time to time as needed to pay the obligations relating to the Notes, but no later than five (5) Business Days before each Note Payment Date, the Fiscal Agent shall withdraw from the Revenue Fund and transfer to the Principal and Interest Account of the Note Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal and interest due on the Note on the next Note Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 2.07 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Fiscal Agent shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal on the Note.

(d) Notwithstanding Sections 2.03(a) and 2.07(a) hereof, the Fiscal Agent shall deposit Prepayments to the Revenue Fund and as soon as practicable after such deposit and shall transfer such Prepayments first to the Reserve Fund to restore any transfers from the Reserve Fund made due to delinquency, and second, to the Redemption Fund.

(e) Any funds received at closing of the Note pursuant to the Interlocal Agreement shall be applied as provided in Section 2.01, or any funds received at closing of the Note not otherwise applied in accordance with Section 2.01 shall be deposited into the Revenue Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Note to fund any deficiency that may exist in the Reserve Fund, any remaining Revenues shall be deposited into the Redemption Fund or Rebate Fund as described in Section 2.07(a) hereof.

SECTION 2.04 Note Fund.

(a) On each Note Payment Date, the Fiscal Agent shall withdraw from the Principal and Interest Account the principal and interest then due and payable on the Note.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Fiscal Agent shall withdraw from the Reserve Fund amounts to pay the amount of such insufficiency in the order described in Section 2.07(c) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and applied in accordance with Section 2.04.

SECTION 2.05 Project Fund.

(a) Money on deposit in the Project Fund shall be used to pay the Contract Amount and Costs of Issuance.

(b) Disbursements from the Cost of Issuance Account of the Project Fund shall be made by the Fiscal Agent to pay Costs of Issuance of the Note pursuant to a closing memorandum approved by the Corporation or written instruction from the Corporation, which instructions may be submitted through electronic means. Disbursements from the Construction Account of the Project Fund to pay all or a portion of the Contract Amount shall be made to the Construction Manager by the Fiscal Agent upon receipt by the Fiscal Agent of a written request of the City in the form of the Certification and Approval of Construction (provided no more than one disbursement from the Construction Account may be made each month) that has been approved in writing by the Lender (or deemed approved by the Lender). At the time the Construction Manager submits a Certification and Approval of Construction to the Corporation pursuant to the provisions of the Construction Contract, it shall also simultaneously submit a copy of such Certification and Approval of Construction to the Fiscal Agent and Lender for Lender's review and approval, which approval shall not be unreasonably withheld. If the Lender fails to provide the Fiscal Agent written notice of its objection to the Certification and Approval of Construction within ten (10) Business Days of the receipt by the Fiscal Agent of such Certification and Approval of Construction, then such Certification and Approval of Construction shall be deemed approved by the Lender. If the Fiscal Agent receives written notice of the Lender's

objection to a Certification and Approval of Construction, the Fiscal Agent shall not make any disbursement in connection with such Certification and Approval of Construction until otherwise directed in writing by the Lender. The Fiscal Agent may rely upon an executed Certification and Approval of Construction, provided such Certification and Approval of Construction has previously been approved in writing (or deemed approved by the Lender) by the Lender, as conclusive proof that the disbursement procedures described in the Construction Contract have been met and in no event shall the Fiscal Agent be required to review or receive any of the attachments or schedules to the Certification and Approval of Construction. The disbursement of funds from the Construction Account of the Project Fund to pay for the Contract pursuant to a Certification and Approval of Construction shall never exceed the amount available in the Construction Account of the Project Fund. The Construction Manager has acknowledged and agreed that its right to be reimbursed the cost of the Project is limited to the lesser of \$8,347,841.50 or the amounts available in the Construction Account, regardless of the Construction Manager's Actual Costs.

(c) If the City notifies the Corporation in writing, before October 1, 2026, that all or a portion of the amounts then on deposit in the Project Fund are not expected to be expended for purposes of the Project Fund due to the abandonment, or constructive abandonment, of all or a portion of the Project or for such other reasons as reasonably determined in the sole reasonable discretion of the City, such that it is unlikely that such amounts in the Project Fund will be timely expended for the purposes of the Project Fund, the Corporation shall file a Written Request of the Corporation with the Fiscal Agent which identifies the amounts then on deposit in the Project Fund that are not expected to be used for the timely construction of the Project and the subaccount within the Project Fund where such funds are then currently held. The Fiscal Agent shall provide the Lender a copy of such Written Request of the Corporation within ten (10) Business Days of its receipt of any such Written Request of the Corporation. When any such Written Request of the Corporation is filed, the amounts on deposit in the applicable subaccount within the Project Fund shall be transferred to the Redemption Fund to redeem all or a portion of the Note on the earliest practicable date after notice of redemption has been provided in accordance with this Fiscal Agent Agreement.

(d) Upon the filing of a certificate of the Corporation with the Fiscal Agent stating that all Improvements have been completed that the Construction Manager is no longer owed any monies pursuant to the provisions of the Construction Contract, the Fiscal Agent shall transfer the amount, if any, remaining within the Project Fund to the Principal and Interest Account of the Note Fund and shall close the Project Fund.

(e) On December 31, 2019, any amounts remaining in the Cost of Issuance Account shall be transferred to the Construction Account of the Project Fund and used to pay Public Improvement Project Costs and the Cost of Issuance Account shall be closed.

(f) On October 1, 2026, any amounts remaining in the Project Fund shall be transferred Redemption Fund to redeem all or a portion of the Note on the earliest practicable date after notice of redemption has been provided in accordance with this Fiscal Agent Agreement. In the event of the transfer of amounts in the Project Fund to the Redemption Fund pursuant to the provisions of this Section 2.05(f), the Fiscal Agent shall notify the Lender in writing of the amounts then on deposit in the Project Fund that were transferred to the Redemption Fund and the

subaccount within the Project Fund where such funds were held immediately prior to the transfer thereof. Amounts transferred to the Redemption Fund pursuant to the provisions of this Section 2.05(f) shall be used to redeem all or a portion of the Note on the earliest practicable date after notice of redemption has been provided in accordance with this Fiscal Agent Agreement. After such deposit to the Redemption Fund, the Project Fund shall be closed.

(g) Notwithstanding anything to the contrary herein, the Loan proceeds in each of the Deferred Loan Proceeds Accounts established for each Phase shall be maintained in its respective subaccount of the Project Fund by the Fiscal Agent and maintained pursuant to this Fiscal Agent Agreement until such time as the Construction Manager provides the Fiscal Agent with either a VTL Certificate indicating that the Value-to-Lien Ratio for such Phase is greater than 2.00:1 (the "VLT Certificate Condition") or the Construction Manager provides written notice approved by the Lender (such approval not be unreasonably withheld) that (i) the Construction Manager has reviewed executed construction contracts (other than the Construction Contract) for the Public Improvements relating to such Phase and (ii) the contractors for such construction contracts have begun to materially perform such contracts, as evidenced by the clearing of land, excavation, or other action that reflects a substantially irreversible commitment to physically construct the Public Improvements (the "Contract Work Condition"). After the Construction Manager provides the Fiscal Agent with confirmation of the satisfaction of either the VLT Certificate Condition or the Contract Work Condition with respect to such Phase, the Fiscal Agent shall transfer the amounts in the applicable Deferred Loan Proceeds Account established for such Phase to the Construction Account for disbursement to the Construction Manager to pay Contract Amounts pursuant to the provisions of Section 2.05(b).

(h) If any portion of the funds held in the Project Fund identified in Written Request of the Corporation provided to the Lender pursuant to the provisions of Section 2.05(c) hereof, or a notice to the Lender provided pursuant to the provisions of Section 2.05(f) hereof, were held immediately prior to the disbursement thereof to the Redemption Fund in Deferred Loan Proceeds Accounts, the Lender shall, within ten (10) Business Days, provide written notice to the Fiscal Agent and the Corporation, of the number of unfinished lots, as determined by the Lender, within the particular Phase or Phases described in the Written Request of the Corporation provided to the Lender pursuant to Section 2.05(c) hereof or the notice to the Lender provided pursuant to the provisions of Section 2.05(f) hereof. Thereafter, the Corporation will, pursuant to the provisions of the Interlocal Agreement, cause the City to reduce, on a pro rata basis among all unfinished lots within any such Phase in an aggregate amount equal to the total amount of funds transferred from any Deferred Loan Proceeds Account to the Reimbursement Fund, the Assessments on the unfinished lots identified by the Lender in the notice provided by the Lender pursuant to the provisions of this Section 2.05(h).

SECTION 2.06 **Redemption Fund.**

(a) The Fiscal Agent shall cause to be deposited to the Redemption Fund from the Revenue Fund an amount sufficient to redeem all or a portion of the Note as provided in Sections 2.09(a), 2.09(b), 2.03, 2.04(c), 2.05, and 2.07 on the dates specified for redemption as provided in Sections 2.09(a) and 2.09(b). Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Fiscal Agent to redeem all or a portion of the Note as provided in Article II.

SECTION 2.07 Reserve Fund.

(a) The Reserve Account of the Reserve Fund will be initially funded with a deposit of \$317,745.38 from the proceeds of the Note as described in Section 2.01 hereof. After such initial deposit, the Corporation agrees with the Lender to accumulate from the deposits outlined in and available pursuant to the provisions of Section 2.03(a) hereof, and when accumulated maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Fiscal Agent for the purpose of making transfers to the Principal and Interest Account of the Note Fund as provided in this Fiscal Agent Agreement. Subject to other deposit priority described in Section 2.03(a) hereof, the Fiscal Agent will transfer from the Revenue Fund to the Prepayment and Delinquency Reserve Account on April 1 and October 1 of each year, commencing April 1, 2020, until the Prepayment and Delinquency Reserve Requirement has been accumulated in the Prepayment and Delinquency Reserve Account. In addition, on April 1 and October 1 of each year, any funds in the Reserve Account of the Reserve Fund in excess of the Reserve Account Requirement, subject to other deposit priority described in Section 2.03(a) hereof, shall be deposited to the Prepayment and Delinquency Reserve Account as described in the preceding sentence until the amounts therein equal the Prepayment and Delinquency Reserve Requirement. Otherwise, on any April 1 and October 1, in the event that Reserve Account Requirement has been accumulated in the Reserve Account, the Prepayment and Delinquency Reserve Requirement has been accumulated in the Prepayment and Delinquency Reserve Account, the Fiscal Agent will transfer funds available in excess of such requirements to the Revenue Fund to be held until the next Note Payment Date. On June 30 of each year, the Fiscal Agent shall notify the Lender, the Corporation and Development Planning & Financial Group, Inc., as District administrator, of any amounts held in the Revenue Fund and Note Fund in excess of the amount payable on the next Note Payment Date.

(b) Subject to the provisions of Section 2.07(c) hereof, whenever all or a portion of the Note is to be redeemed with the proceeds of Prepayments pursuant to Section 2.03(b), monies previously transferred from the Revenue Fund to the Redemption Fund pursuant to the provisions of Section 2.03(e) hereof, shall be transferred by the Fiscal Agent pursuant to the provisions of Section 2.03(b) hereof for the redemption of the Note. If after applying the Prepayments available in the Redemption Fund for the redemption of the Note, and after applying the investment earnings on Prepayments available for such redemption in the Redemption Fund toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on the Note to the date fixed for redemption of the Note to be redeemed as a result of such Prepayment, the Fiscal Agent shall transfer an amount equal to the shortfall from the Prepayment and Delinquency Reserve Account to the Redemption Fund and such funds shall to be applied to the redemption of the Note.

(c) Whenever, on any Note Payment Date, the amount on deposit in the Note Fund is insufficient to pay the debt service on the Note due on such date, the Fiscal Agent shall transfer, first, from the Prepayment and Delinquency Reserve Account of the Reserve Fund, and second, from the Reserve Account of the Reserve Fund to the Note Fund the amounts necessary to cure such deficiency.

(d) Whenever, on any Note Payment Date, the amounts on deposit in the Prepayment and Delinquency Reserve Account exceed the Prepayment and Delinquency Reserve Requirement, the Fiscal Agent shall transfer the amount in excess of the Prepayment and Delinquency Reserve Requirement to the Redemption Fund, or upon the Written Request of the Corporation, to the Rebate Fund.

(e) Whenever a transfer is made from the Reserve Account to the Note Fund due to a deficiency in the Note Fund, the Fiscal Agent shall provide written notice thereof to the Corporation and the Lender, specifying the amount withdrawn and the source of said funds.

(f) At the final maturity of the Note, the amount on deposit in the Reserve Account and the Prepayment and Delinquency Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Note.

(g) If the amount held in the Reserve Fund together with the amount held in the Note Fund and Redemption Fund is sufficient to pay the principal amount and interest on the Note on the next Note Payment Date, together with the unpaid interest accrued on the Note as of such Note Payment Date, such moneys shall be transferred to the Redemption Fund and thereafter used to redeem the Note as of such Note Payment Date.

SECTION 2.08 Rebate Fund. There is hereby established a special fund to be designated “River Creek Development Corporation Public Improvement Rebate Fund” (the “Rebate Fund”) to be held by the Fiscal Agent in accordance with Section 5.03 hereof. Notwithstanding anything herein to the contrary, Pledged Revenues shall be subject to the provisions of Section 5.03 hereof.

SECTION 2.09 Redemption of the Note. The Note is subject to optional and mandatory prepayment as set forth in the Loan Agreement and as a result of Prepayments or transfers to the Redemption Fund made pursuant to Section 2.03, 2.04, 2.05, 2.06 or 2.07 hereof.

ARTICLE III

PLEDGED REVENUES

SECTION 3.01 Pledge of Pledged Revenues. All Pledged Revenues and any other amounts (including proceeds of the sale of the Note) held by the Fiscal Agent in the Revenue Fund, the Note Fund, the Project Fund, the Reserve Fund, and the Redemption Fund are hereby irrevocably pledged to the payment of the interest on and principal of the Note and other amounts payable as provided herein, and the Pledged Revenues shall not be used for any other purpose while any of the Note remains Outstanding; provided, however, that out of the Pledged Revenues and other moneys there may be applied such sums for such purposes as are permitted hereunder. This pledge shall constitute a pledge of and charge and lien upon the Pledged Revenues and all other moneys on deposit in the Revenue Fund, the Note Fund, the Project Fund, the Reserve Fund, and the Redemption Fund for the payment of the interest on and principal of the Note in accordance with the terms hereof and thereof. **SUBJECT ONLY TO THE RIGHTS OF THE CORPORATION TO APPLY AMOUNTS UNDER THE PROVISIONS OF THIS FISCAL AGENT AGREEMENT, THE PLEDGE OF THE PLEDGED REVENUES HEREBY MADE**

SHALL IMMEDIATELY ATTACH THERETO AND SHALL BE EFFECTIVE, BINDING AND ENFORCEABLE FROM THE DATE HEREOF. THE SECURITY SO PLEDGED AND ANY ASSIGNMENT THEN OR THEREAFTER RECEIVED BY THE FISCAL AGENT FROM THE CORPORATION AS SECURITY FOR THE NOTE SHALL IMMEDIATELY BE SUBJECT TO THE LIEN OF SUCH PLEDGE AND THE LIEN OF SUCH PLEDGE.

The assignment of the Pledged Revenues to the Fiscal Agent is solely in its capacity as Fiscal Agent under this Fiscal Agent Agreement and the duties, powers and liabilities of the Fiscal Agent in acting hereunder shall be subject to the provisions of this Fiscal Agent Agreement, including, without limitation, the provisions of Article V hereof. The Fiscal Agent shall have no responsibility for the representations, covenants or warranties of the Corporation under the Loan Agreement and the Interlocal Agreement.

SECTION 3.02 Receipt and Deposit of Revenues in the Revenue Fund.

In order to carry out and effectuate the pledge, charge and lien contained herein, the Fiscal Agent agrees and covenants that all Revenues when and as received shall be received by the Fiscal Agent hereunder for the benefit of the Lender and shall be transferred when and as received by the Fiscal Agent pursuant to Section 2.03.

SECTION 3.03 Deposit and Investments of Money in Accounts and Funds. Subject to Section 4.03, all money held by the Fiscal Agent in any of the accounts or funds established pursuant hereto, except the Project Fund, shall be invested in Permitted Investments at the Written Request of the Corporation. In the absence of a Written Request of the Corporation (or with respect to the Project Fund, in the absence of the written direction of the Lender) directing the Fiscal Agent to invest money held by the Fiscal Agent in any of the accounts or funds established pursuant hereto, Fiscal Agent shall invest the money in Fidelity Treasury #2016 (CUSIP 31607A406). The Fiscal Agent may conclusively rely upon the Corporation's written instructions as to both the suitability and legality of the directed investments (including the initial investment set forth herein) and such written direction shall be deemed to be a certification that such directed investments constitute Permitted Investments.

Investments (except investment agreements) in Fiscal Agent Agreement funds and accounts shall be valued at the market value thereof, exclusive of accrued interest. The Corporation acknowledges that Values shall be determined in accordance with the price provided by pricing services and sources relied upon by the Fiscal Agent and the Fiscal Agent does not have any duty to independently value any asset or an obligation other than the price provided by pricing services and sources relied upon by Fiscal Agent.

Investments purchased with funds on deposit shall mature not later than the dates upon which such funds shall need to be expended.

Subject to Section 4.03, all interest or profits received on amounts shall be deposited as described in Section 2.02(c) hereof. The Fiscal Agent shall not be liable for any losses on such investments.

Although the Corporation recognizes that it may obtain brokerage confirmations or written statements containing comparable information at no additional cost, each of the

Corporation agrees that brokerage confirmations are not required to be issued by the Fiscal Agent for each month in which a monthly statement of investments is provided by the Fiscal Agent. No statement needs to be provided, however, for any fund or account for any month in which no investment activity occurred during such month in such fund or account.

The Fiscal Agent may elect, but shall not be obligated, to credit the funds and accounts held by it with the moneys representing income or principal payments due on, or sales proceed due in respect of, Permitted Investments in such funds and accounts, or to credit to Permitted Investments intended to be purchased with such moneys, in each case before actually receiving the requisite moneys from the payment source, or to otherwise advance funds for account transactions. The Corporation acknowledges that the legal obligation to pay the purchase price of Permitted Investments arises immediately at the time of the purchase. Notwithstanding anything else in this Fiscal Agent Agreement, (i) any such crediting of funds or assets shall be provisional in nature, and the Fiscal Agent shall be authorized to reverse any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (ii) nothing in this Fiscal Agent Agreement shall constitute a waiver of any the Fiscal Agent's rights as a securities intermediary under Uniform Commercial Code §9-206.

Notwithstanding anything in this Agreement, moneys held in the Project Fund shall only be invested in non-AMT municipal obligations or a non-AMT tax-exempt municipal money market fund in accordance with the written instruction of the Lender.

ARTICLE IV

COVENANTS OF THE CORPORATION

SECTION 4.01 Punctual Payment and Performance. The Corporation will punctually pay out of the Pledged Revenues the interest on and the principal of and redemption premium, if any, to become due on the Note issued hereunder in strict conformity with the terms hereof and of the Note, and will faithfully observe and perform all the agreements and covenants to be observed or performed by the Corporation contained herein, in the Loan Agreement and in the Note.

SECTION 4.02 Against Encumbrances. The Corporation will not make any pledge of or place any charge or lien upon the Pledged Revenues except as provided herein, and will not issue notes or obligations payable from the Pledged Revenues of or charge or lien upon the Pledged Revenues.

SECTION 4.03 Tax Covenants; Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Certificate and in accordance with written instructions of the Corporation. All money at any time deposited in the Rebate Fund shall be held by the Fiscal Agent in trust, to the extent required to satisfy the Rebate Requirement (as defined in the Tax Certificate), for payment to the United States of America. Notwithstanding the provisions of Sections 3.01, 3.02, 3.03, and 7.02 relating to the pledge of Pledged Revenues, the Corporation

acknowledges that the allocation of money in the Revenue Fund, the investments of money in any fund or account, the application of funds upon the defeasance of Note, all amounts required to be deposited into or on deposit in the Rebate Fund shall be governed exclusively by this Section 5.03 and by the Tax Certificate (which is incorporated herein by reference). The Fiscal Agent shall be deemed conclusively to have complied with such provisions if it follows the written directions of the Corporation, and shall have no liability or responsibility to enforce compliance by the Corporation with the terms of the Tax Certificate or to determine whether not any written directions it receives are in compliance with the requirements set forth therein.

(b) Any funds remaining in the Rebate Fund after redemption and payment with respect to all of the Note, or provision made therefor satisfactory to the Fiscal Agent, including accrued interest and payment of any applicable fees and expenses to the Fiscal Agent and satisfaction of the Rebate Requirement (as defined in the Tax Certificate), shall be withdrawn by the Fiscal Agent and remitted to or upon the direction of the City.

(c) The Corporation shall not use or permit the use of any proceeds of the Note for any funds of the Corporation, directly or indirectly, to acquire any securities or obligations, and shall not take or permit to be taken any other action or actions, which would cause the Note to be an “arbitrage bond” within the meaning of Section 148 of the Code, “private activity bond” within the meaning of Section 141(a) of the Code, or “federally guaranteed” within the meaning of Section 149(b) of the Code and any such applicable requirements promulgated from time to time thereunder. The Corporation shall observe and not violate the requirements of Section 148 of the Code and any such applicable regulations. The Corporation shall comply with all requirements of Sections 148 and 149(b) of the Code to the extent applicable to the Note. In the event that at any time the Corporation is of the opinion that for purposes of this Section 4.03(c) it is necessary to restrict or to limit the yield on the investment of any moneys held by the Fiscal Agent under this Fiscal Agent Agreement, the Corporation shall so instruct the Fiscal Agent under this Fiscal Agent Agreement in writing, and the Fiscal Agent shall take such action as may be necessary in accordance with such instructions.

(d) The Corporation specifically covenants to comply with the provisions and procedures of the Tax Certificate. The Corporation agrees to engage BLX Group LLC or such other arbitrage calculation service provider to make the required arbitrage calculations under this Fiscal Agent Agreement and the Tax Certificate.

(e) The Corporation shall not use or permit the use of any proceeds of the Note or any funds of the Corporation, directly or indirectly, in any manner, and shall not take or omit to take any action that would cause any of the Note to be treated as an obligation not described in Section 103(a) of the Code.

(f) Notwithstanding any provisions of this Section if the Corporation shall provide to the Fiscal Agent an Opinion of Counsel that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from gross income for federal income tax purposes of interest with respect to the Note, the Fiscal Agent and the Corporation may conclusively rely on such opinion in complying with the requirements of this Section, and, notwithstanding Article VI hereof, the covenants hereunder shall be deemed to be modified to that extent.

SECTION 4.04 Accounting Records and Reports. The Corporation will keep or cause to be kept proper books of record and accounts in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocation and application of the Pledged Revenues. The Corporation shall also keep or cause to be kept such other information as may be required under the Tax Certificate.

SECTION 4.05 Further Assurances. Whenever and so often as reasonably requested to do so by the Fiscal Agent or the Lender, the Corporation will promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments, and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Fiscal Agent all rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon them hereby.

SECTION 4.06 Limitations on Liability. Notwithstanding anything in this Fiscal Agent Agreement or in the Note, the Note is a special limited obligation of the Corporation payable solely from the Pledged Revenues and, except from such source, none of the Corporation, the City, the State or any political subdivision or agency thereof or any political subdivision approving the issuance of the Note shall be obligated to pay the principal of, premium, if any, or interest thereon or any costs incidental thereto.

ARTICLE V

THE FISCAL AGENT

SECTION 5.01 The Fiscal Agent. UMB Bank, N.A. shall serve as the Fiscal Agent for the Note for the purpose of receiving all money which the Corporation is required to deposit with the Fiscal Agent hereunder and for the purpose of allocating, applying and using such money as provided herein and for the purpose of paying the interest on and principal of the Note.

The Corporation may at any time and upon 30 days' prior notice and with written consent of the Lender (which shall not be unreasonably withheld) unless there exists any Event of Default as defined in Section 7.01, remove the Fiscal Agent initially appointed and any successor thereto and may appoint a successor or successors thereto by an instrument in writing; provided that any such successor shall be a banking corporation or trust company, having a combined capital (exclusive of borrowed capital) and surplus of at least one hundred million dollars (\$100,000,000) and subject to supervision or examination by federal or state authority. If such banking corporation or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If any Event of Default as defined in Section 7.01 exists, the Lender may at any time remove the Fiscal Agent appointed by the Corporation and may appoint a successor or successors thereto by instrument(s) in writing; provided that any such successor shall meet the requirements for the Corporation appointment set forth above. The Fiscal Agent may at any time resign by giving

written notice of such resignation to the Corporation and by mailing by first class mail to the Lender notice of such resignation. Upon receiving such notice of resignation, the Corporation shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any removal or resignation of a Fiscal Agent and appointment of a successor Fiscal Agent shall become effective only upon the acceptance of appointment by the successor Fiscal Agent. If, within thirty (30) days after notice of the removal or resignation of the Fiscal Agent no successor Fiscal Agent shall have been appointed and shall have accepted such appointment, the removed or resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor Fiscal Agent, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Fiscal Agent having the qualifications required hereby. The costs of any such proceeding shall be borne by the Corporation.

The Fiscal Agent shall perform such duties and only such duties as are specifically set forth in this Fiscal Agent Agreement and no implied duties or obligations shall be read into this Fiscal Agent Agreement.

SECTION 5.02 Liability of Fiscal Agent. The recitals of facts, agreements and covenants made by the Corporation herein and in the Note shall be taken as recitals of facts, agreements and covenants of the Corporation, and the Fiscal Agent assumes no responsibility for the correctness of the same or makes any representation as to the sufficiency or validity hereof or of the Note, or shall incur any responsibility in respect thereof other than in connection with the rights or obligations assigned to or imposed upon it herein, in the Note or in law or equity. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

The Fiscal Agent shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Lender or of the holder of the Note, relating to the time, method and place of conducting any proceeding for any remedy available to the Fiscal Agent, or exercising any trust or power conferred upon the Fiscal Agent under this Fiscal Agent Agreement.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Fiscal Agent Agreement at the request, order or direction of the Lender pursuant to the provisions of this Fiscal Agent Agreement unless the Lender shall have offered to the Fiscal Agent security or indemnity reasonably satisfactory to it against the costs, expenses and liabilities that may be incurred therein or thereby. The Fiscal Agent has no obligation or liability to the Lender for the payment of interest on, principal of or redemption premium, if any, with respect to the Note from its own funds; but rather the Fiscal Agent's obligations shall be limited to the performance of its duties hereunder.

The Fiscal Agent shall not be deemed to have knowledge of any default or Event of Default unless and until a Responsible Officer has actual knowledge thereof or the Fiscal Agent shall have been specifically notified in writing of such Event of Default by the Corporation or by

the Lender at its corporate trust office in Austin, Texas or such other office as designated by the Fiscal Agent, and in the absence of such actual knowledge or notice so delivered the Fiscal Agent may conclusively assume there is no Event of Default except as aforesaid. The Fiscal Agent shall not be responsible for the validity or effectiveness of any collateral given to or held by it.

The Fiscal Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through attorneys-in-fact, agents or receivers, and shall not be answerable for the negligence or misconduct or any such attorney-in-fact, agent or receiver if such attorney's-in-fact, agents or receivers was selected by the Fiscal Agent with due care and the Fiscal Agent exercised reasonable care overseeing the trusts, powers or duties performed by such attorney's-in-fact, agents or receivers. The Fiscal Agent shall be entitled to advice of counsel and other professionals concerning all matters of trust and its duty hereunder, but the Fiscal Agent shall not be answerable for the professional malpractice of any attorney-in-law or certified public accountant in connection with the rendering of his professional advice in accordance with the terms of this Fiscal Agent Agreement, if such attorney-in-law or certified public accountant was selected by the Fiscal Agent with due care.

The Fiscal Agent shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

Whether or not therein expressly so provided, every provision of this Fiscal Agent Agreement, the Loan Agreement or related documents relating to the conduct or affecting the liability of or affording protection to the Fiscal Agent shall be subject to the provisions of this Article.

The Fiscal Agent makes no representation or warranty, express or implied as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose for the use contemplated by the Corporation, Construction Manager or City of the Project. In no event shall the Fiscal Agent be liable for incidental, indirect, special or consequential damages in connection with or arising from the Loan Agreement, the Construction Contract, or the Project.

The Fiscal Agent shall be protected in acting upon any notice, resolution, requisition, request (including any Written Request of the Corporation), consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Fiscal Agent may consult with counsel, who may be counsel of or to the Corporation, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith as long as counsel was selected by the Fiscal Agent with due care.

Whenever in the administration of its rights and obligations hereunder the Fiscal Agent shall deem it necessary or desirable that a matter be established or proved prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a Certificate of the Corporation or a Certificate of

the Lender, which certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions hereof upon the faith thereof, but in its discretion the Fiscal Agent may in lieu thereof accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

No provision of this Fiscal Agent Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Fiscal Agent shall have no responsibility or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Note.

The Fiscal Agent shall be under no responsibility to approve or evaluate any expert or other skilled person selected by the Corporation for any of the purposes expressed in this Fiscal Agent Agreement or the Loan Agreement.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under Section 5.01 shall be the successor to such Fiscal Agent without execution or filing of any further act, anything herein to the contrary notwithstanding.

At all times, the Fiscal Agent may seek the direction of the Lender, and the Fiscal Agent shall be protected in relying upon such direction and in refraining from acting unless and until the Fiscal Agent has received such direction.

SECTION 5.03 Compensation and Indemnification of Fiscal Agent. The Corporation, to the extent permitted by law, solely from Pledged Revenues and funds deposited under this Agreement, shall indemnify, defend and hold harmless the Fiscal Agent against any loss, damages, liability or expense incurred but solely and exclusively from funds available pursuant to the terms and provisions of this Fiscal Agent Agreement (other than the Project Fund) without negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of the accounts created hereby, including costs and expenses (including attorneys' fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers hereunder. The Corporation, solely from Pledged Revenues and funds deposited under this Agreement, shall pay to the Fiscal Agent from time to time its compensation for its services hereunder and all costs, advances and expense (including attorneys' fees) incurred in the performance of its obligations as Fiscal Agent. The Fiscal Agent's rights under this section shall survive the satisfaction and discharge of this Fiscal Agent Agreement and resignation or removal of the Fiscal Agent. After an Event of Default and during the continuance thereof, the Fiscal Agent shall have a priority of payment prior to payment on account of interest, principal and premium, if any, on the Note for all reasonable administrative fees, expenses, advances, disbursements and counsel fees incurred or made in and about execution of the trusts and performance of the duties of the Fiscal Agent.

ARTICLE VI

AMENDMENT OF THE FISCAL AGENT AGREEMENT

SECTION 6.01 **Amendment of the Fiscal Agent Agreement.** The Fiscal Agent Agreement may be amended at any time by the written consents of the Fiscal Agent, the Lender and the Corporation.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES OF THE LENDER

SECTION 7.01 **Events of Default.** Each of the following occurrences or events shall be and is hereby declared to be an “Event of Default,” to wit:

(a) failure to pay the interest on and principal of the Note when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption, by declaration or otherwise;

(b) a draw on the Reserve Account of the Reserve Fund;

(c) if default shall be made by the Corporation in the performance of any of the agreements or covenants required herein to be performed by the Corporation other than as described in subsection (a) of this Section 7.01, and such default shall have continued for a period of thirty (30) days after the Corporation shall have been given notice in writing of such default by the Fiscal Agent; or

(d) if an Event of Default has occurred under the Loan Agreement.

SECTION 7.02 **Remedies for Default.** Subject to Article IV, upon the happening and continuance of any of the Events of Default described in Section 7.01, the Fiscal Agent, upon receipt of the written direction of the Lender, shall protect and enforce the rights of the Lender under this Fiscal Agent Agreement, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by applicable law, including, but not limited to, the specific performance of any covenant or agreement contained herein or in the Loan Agreement or the Interlocal Agreement or injunction. For the avoidance of doubt, the Fiscal Agent shall have no obligation to take, and shall not take, any action as a result of an Event of Default absent the receipt of direction of the Lender to take such action and indemnity reasonably satisfactory to it.

THE PRINCIPAL OF THE NOTE SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

In the event of the occurrence of an Event of Default under Section 7.01 hereof, the right of acceleration of the Note is not granted as a remedy hereunder and the right of acceleration under this Fiscal Agent Agreement is expressly denied.

If the assets described in this Fiscal Agent Agreement are sufficient to pay all amounts due with respect to the Note, in the selection of the assets to be used in the payment of the Note due under this Article, the Lender shall determine, in its absolute discretion, and shall instruct the Fiscal Agent, which assets shall be applied to such payment and shall not be liable to the Lender or other person by reason of such selection and application. In the event that the Lender shall fail to deliver to the Fiscal Agent such instruction, the Fiscal Agent shall select and liquidate or sell assets as provided in the following paragraph, and shall not be liable to the Lender, or other person, or the Corporation by reason of such selection, liquidation or sale.

Whenever moneys are to be applied pursuant to this Article VII, irrespective of and whether other remedies authorized under this Fiscal Agent Agreement shall have been pursued in whole or in part, the Fiscal Agent may cause any or all of the assets of described in the Fiscal Agent Agreement, including Permitted Investments, to be sold. The Fiscal Agent may so sell the assets and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Lender shall direct appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Fiscal Agent may, at the direction of the Lender make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the Corporation, and all other persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Fiscal Agent or Lender, the Corporation shall ratify and confirm any sale or sales by executing and delivering to the Fiscal Agent or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Fiscal Agent, proper for the purpose which may be designated in such request.

SECTION 7.03 Application of Pledged Revenues and Other Monies after Default. All moneys, securities, funds and Pledged Revenues and the income therefrom received by the Fiscal Agent pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Fiscal Agent and the fees of the Fiscal Agent in carrying out this Fiscal Agent Agreement, and the creation of a reasonable reserve for anticipated fees, costs and expenses during the continuance of an Event of Default, notwithstanding Section 7.02 hereof, shall be applied by the Fiscal Agent, on behalf of the Corporation, to the payment of interest and principal or redemption price then due on the Note, as follows:

FIRST: To the payment to the Lender entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Lender entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Lender entitled thereto of the unpaid principal of the Note, or redemption price of the Note which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available

shall not be sufficient to pay in full any amounts due under the Note on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Lender entitled thereto, without any discrimination or preference.

Within ten (10) days after receipt of such good and available funds, the Fiscal Agent may fix a record and payment date for any payment to be made to the Lender pursuant to this Section 7.03.

The restoration of the Corporation to its prior position after any and all defaults have been cured, as provided in Section 7.03, shall not extend to or affect any subsequent default under this Fiscal Agent Agreement or impair any right consequent thereon.

SECTION 7.04 Effect of Waiver. No delay or omission of the Fiscal Agent, or the Lender, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Fiscal Agent Agreement to the Fiscal Agent or the Lender, respectively, may be exercised from time to time and as often as may be deemed expedient.

SECTION 7.05 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Lender is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law.

SECTION 7.06 Lender Control of Proceedings. Anything in this Fiscal Agent Agreement to the contrary notwithstanding, the Lender shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Fiscal Agent, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Fiscal Agent Agreement, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Fiscal Agent Agreement.

SECTION 7.07 Control by Lender. Notwithstanding any other provision to the contrary, any discretionary action on the part of the Fiscal Agent contained herein or in any Project Document, including, without limitation, any consent or waiver hereunder or thereunder, shall require the prior written consent of the Lender, and the Fiscal Agent hereby agrees to take such action, or refrain from taking such action, upon the written direction of the Lender. If the Fiscal Agent fails to take any such action within fifteen (15) days after the written direction of the Lender to take such action, the Lender may, but need not, take such action. Notwithstanding the foregoing, the Fiscal Agent shall not be required to take any such action at the direction of the Lender unless the Lender provides indemnification to this Fiscal Agent as provided in Section 5.02.

SECTION 7.08 Permissive Rights. The permissive right of the Lender to act pursuant to this Fiscal Agent Agreement shall not be construed as a duty, and the Lender shall not be answerable with respect to any such permissive right other than for its gross negligence or willful misconduct that the Lender is finally adjudicated (sustained on appeal, if any) by a court of

competent jurisdiction to have committed. The Lender shall have no duties, including no fiduciary or contractual duties, to any Person which are not expressly set forth in this Fiscal Agent Agreement, and no such duties shall be implied or imposed under any principle of equity. Whenever this Fiscal Agent Agreement or any other Project Document makes reference to obtaining or granting Lender consent or approval, such consent or approval may be granted or withheld by the Lender in its sole, absolute, and unreviewable discretion.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01 Benefits of the Fiscal Agent Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the Corporation, the Fiscal Agent, and the Lender any right, remedy or claim under or by reason hereof. Any agreement or covenant required herein to be performed by or on behalf of the Corporation or any member, officer or employee thereof shall be for the sole and exclusive benefit of the Fiscal Agent and the Lender. Notwithstanding the foregoing, it is specifically acknowledged and agreed that, to the extent of their rights hereunder (including, without limitation, their rights to immunity and exculpation from pecuniary liability).

SECTION 8.02 Waiver of Personal Liability. No Corporation Director, or City Council Member shall be individually or personally liable for the payment of any principal of, premium, if any, or interest on the Note or any costs incidental thereto or any amount under this Fiscal Agent Agreement or be subject to personal liability or accountability by reason of the execution and delivery of this Fiscal Agent Agreement. No Corporation Director or City Council Member shall be individually liable for the breach of any representation, warranty or agreement contained herein.

SECTION 8.03 Accounts and Funds; Business Days. Any account or fund required herein to be established and maintained by the Fiscal Agent may be established and maintained in the accounting records of the Fiscal Agent either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such accounts and funds shall at all times be maintained with sound accounting practice and with due regard for the protection of the security of the Note and the rights of the Lender. Any action required to occur hereunder on a day which is not a Business Day shall be required to occur on the next succeeding Business Day.

SECTION 8.04 Notices. All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, and including an email copy, namely:

If to the Corporation:

River Creek Development Corporation
Attention: Chair
500 W. Live Oak Street
Hutto, Texas 78634
E-mail: odis.jones@huttotx.gov
bbingham@mcginnislaw.com

If to the Fiscal Agent:

UMB Bank, N.A.
6034 W. Courtyard Dr., Suite 370
Austin, Texas 78730
Email: jose.gaytan@umb.com

If to the Lender:

Preston Hollow Capital, LLC
Attention: John Dinan, General Counsel
1717 Main Street, Suite 3900
Dallas, Texas 75201
E-Mail: jdinan@phcllc.com

If to Development Planning & Financial Group, Inc.:

Development Planning & Financial Group, Inc.
Attention: Rick Rosenberg
8140 North MoPac Expressway
Building 4, Suite 270
Austin, TX 78759
E-Mail: rick.rosenberg@dpfg.com

SECTION 8.05 Article and Section Headings and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. All references herein to “Articles,” “Sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith,” “hereunder” and other words of similar import refer to the Fiscal Agent Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

SECTION 8.06 Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the Corporation, Lender or the Fiscal Agent shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the

validity hereof or of the Note, and the Lender shall retain all the benefit, protection and security afforded to them under any applicable provisions of law. The Corporation, the Lender and the Fiscal Agent hereby declare that they would have executed and delivered the Fiscal Agent Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Note pursuant hereto irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

SECTION 8.07 Execution in Several Counterparts. This Fiscal Agent Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Corporation, the Lender and the Fiscal Agent shall preserve undestroyed, shall together constitute but one and the same instrument. The parties hereto agree the transactions described herein may be conducted and related documents may be sent, received and stored by electronic means.

SECTION 8.08 No Obligation to Enforce Assigned Rights. Notwithstanding anything to the contrary in this Fiscal Agent Agreement, the Corporation shall have no obligation to and instead the Fiscal Agent shall be entitled to, subject to the provisions of this Fiscal Agent Agreement, without further direction from or action by the Corporation, take any and all steps, actions and proceedings, to enforce any or all rights of the Corporation under this Interlocal Agreement, provided that, upon written request of the Fiscal Agent, the Corporation will cooperate with and assist the Fiscal Agent to the extent necessary to enable the Fiscal Agent to properly enforce such rights.

SECTION 8.09 Governing Law. This Fiscal Agent Agreement shall be governed by and construed in accordance with the laws of the State, excluding conflicts of law principles. All claims of whatever character arising out of this Fiscal Agent Agreement, or under any statute or common law relating in any way, directly or indirectly, to the subject matter hereof or to the dealings between the Corporation and any other party hereto, if and to the extent that such claim potentially could or actually does involve the Corporation, shall be brought in any state or federal court of competent jurisdiction located in Williamson County, Texas. By executing and delivering this Fiscal Agent Agreement, each party hereto irrevocably: (i) accepts generally and unconditionally the exclusive jurisdiction and venue of such courts; (ii) waives any defense of *forum non conveniens*; (iii) agrees not to seek removal of such proceedings to any court or forum other than as specified above. The foregoing shall not be deemed or construed to constitute a waiver by the Corporation of any prior notice or procedural requirements applicable to actions or claims against or involving political subdivisions of the State that may exist at the time of and in connection with such matter.

IN WITNESS WHEREOF as of the day and year first above written.

RIVER CREEK DEVELOPMENT
CORPORATION, as borrower

By : _____
Name : _____
Title: _____

UMB Bank, N.A., as fiscal agent

By: _____
Title: _____

PRESTON HOLLOW CAPITAL, LLC,
as lender

By: _____
Title: _____

Regular City Council
AGENDA ITEM
11.C.



To: City Council
Subject: Resolution approving the city manager to execute a purchase agreement with Advanced Water Well Technologies for the purchase of pumps for the Shiloh water pumping station expansion from 2.16 to 3.27 million gallons per day.
Meeting: Regular City Council - 05 Sep 2019
Department: Engineering
Staff Contact: Samuel Ray

BACKGROUND INFORMATION:

The Shiloh water pumping station provides the majority of potable water to the city at a current capacity of 2.16 million gallons per day. Due to the increasing demand of the water in the city based on current growth it is needed to increase the amount of water supplied to the city now. The proposed project will increase the total capacity of the Shiloh water pump station to 3.27 MGD. In order to increase the capacity of the Shiloh pumping station and maintain an accelerated timeline on the project to meet projected needs of the city, comply with TCEQ water supply requirements and address emergency water conditions the pumps were ordered prior to the award of the construction contract.

FINANCIAL IMPACT:

The total cost of the 3 pumps for the Shiloh pump station expansion is \$103,876.

ATTACHMENTS:

[Shiloh Pump Station Expansion Plans](#)

[Cost Summary](#)

[AWWT Invoice for Purchase of Pumps](#)

[Shiloh Pump Station Improvements Horizontal Split Case Pumps and Motors Quote](#)

[C0181056 MANUAL CITY OF HUTTO](#)

[C0181190 MANUAL CITY OF HUTTO](#)

[Resolution - Shiloh Pump Station Expansion - Pumps AWWT](#)

RESOLUTION NO. R-

A RESOLUTION APPROVING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH ADVANCED WATER WELL TECHNOLOGIES TO PURCHASE PUMPS FOR THE SHILOH WATER PUMPING STATION EXPANSION FROM 2.16 TO 3.27 MILLION GALLONS PER DAY.

WHEREAS, the City requires to increase the amount of water that can be supplied to the city, and;

WHEREAS, the City requires compliance with TCEQ rules and regulations relating to public water providers, and;

WHEREAS, the City requires to purchase new pumps for the Shiloh pump station to increase the total capacity of water that can be provided to the city;

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

The Hutto City Council hereby authorizes the City Manager to execute a purchase agreement with Advanced Water Well Technologies for the purchase of three pumps for an amount not to exceed \$103,876.00.

CONSIDERED and RESOLVED on this the **5th** day of **September, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

JUNE 2019

DRAWING INDEX

SERIES 000 - GENERAL

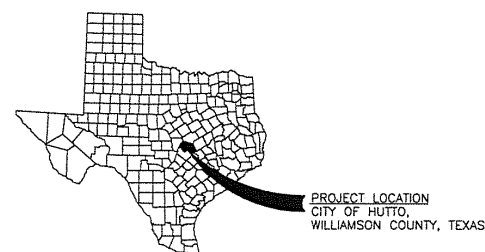
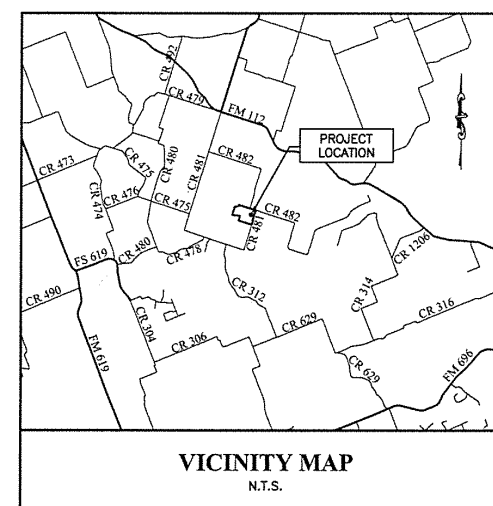
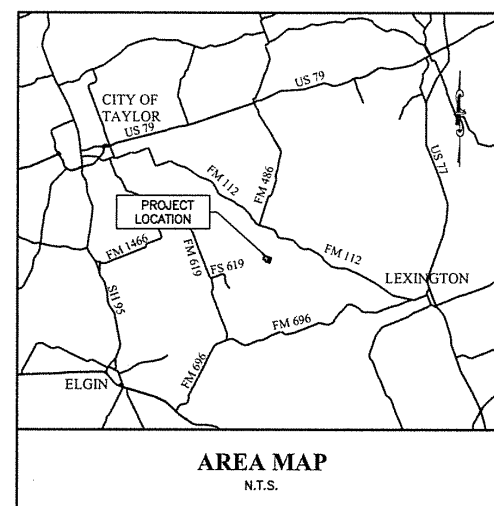
00G-01 COVER SHEET
00G-02 ABBREVIATIONS
00G-03 LEGEND AND SYMBOLOGY
00C-01 CIVIL - DETAIL SHEET NO. 1

SERIES 100 - SITE IMPROVEMENTS

01C-01 CIVIL - EXISTING SITE AND DEMOLITION PLAN
01C-02 CIVIL - PROPOSED SITE PLAN
01C-03 CIVIL - FUTURE SITE PLAN

SERIES 200 - PUMP STATION MODIFICATIONS

02X-01 DEMOLITION - PUMP STATION PLAN
02P-01 PROCESS - PUMP STATION PLAN



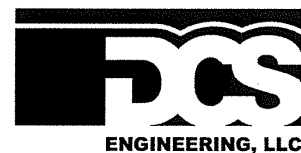
OVERHEAD ELECTRICAL LINES:

OVERHEAD LINES MAY EXIST ON THE PROPERTY. THE LOCATION OF OVERHEAD LINES HAS NOT BEEN SHOWN ON THESE DRAWINGS AS THE LINES ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH & SAFETY CODE FORBIDS ACTIVITIES THAT OCCUR IN CLOSE PROXIMITY TO HIGH VOLTAGE LINES, SPECIFICALLY:

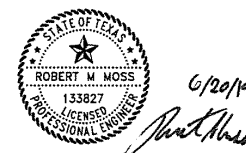
- ANY ACTIVITY WHERE PERSON OR THINGS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES; AND
- OPERATING A CRANE, DERRICK, POWER SHOVEL, DRILLING RIG, PILE DRIVER, HOISTING EQUIPMENT, OR SIMILAR APPARATUS WITHIN 10 FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES.

PARTIES RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. ARRANGE FOR LINES TO BE TURNED OFF.

REV. NO.	DATE	DESCRIPTION	PROJECT MANAGER:	DCS
			DESIGNED BY:	BCB
			CHECKED BY:	RMM
			DRAWN BY:	MKS
			DCS PROJECT NO:	20101408



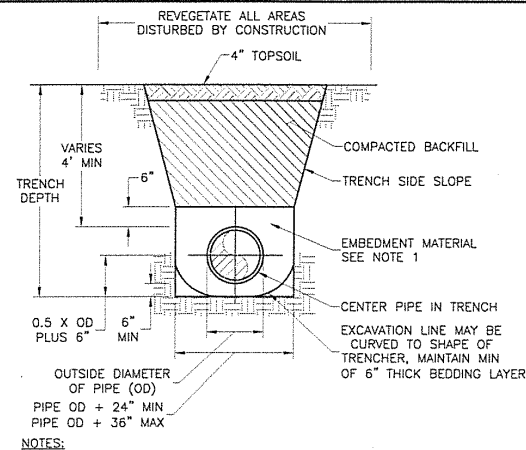
1101 S. Capital of Texas Highway,
Building G-100
Austin, Texas 78746
Phone (512) 614-6171 Fax (512) 284-8021
T.B.P.E. FIRM NO. F-13162



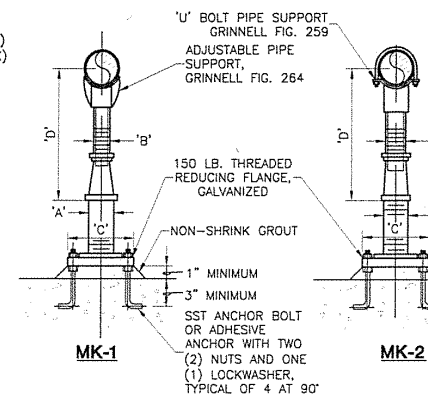
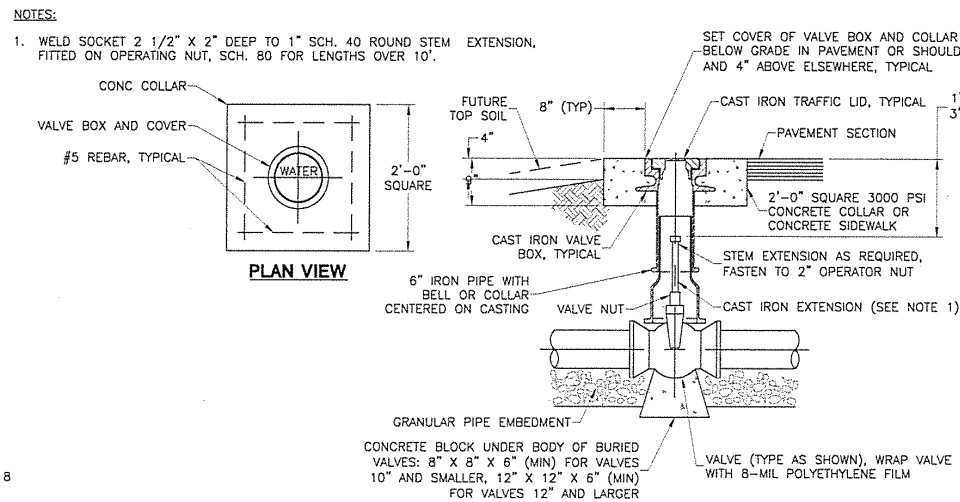
A/AE	AIR CONDITIONING	CLC	CEILING	EXST	EXISTING	HYD	HYDRAULIC	NC	NORMALLY CLOSED	REF	REFERENCE	TOM	TOP OF MASONRY
A/E	ARCHITECT/ENGINEER	CLJ	CONTROL JOINT	EXT	EXPANSION, EXPOSED	HZ	HERTZ, CYCLES PER SECOND	NEG	NEGATIVE	REINF	REINFORCING	TOP	TOP OF PLATE
AB	ARCHITECTURAL (DWG DISCIPLINE), AMP	CLKG	CAULKING	EXT	EXTERIOR, EXTERNAL, EXTENSION			NF	NEAR FACE, NON-FUSED	REM	REMOVE	TOPO	TOPOGRAPHY
ABC	ANCHOR BOLT	CLR	CLEAR	F&B	FACE & BYPASS	I	INSTRUMENTATION (DWG DISCIPLINE)	NFV	NOT FIELD VERIFIED	REQD	REQUIRED	TOS	TOP OF SLAB, TOP OF STEEL
ABAN	AGGREGATE BASE COURSE	CLS	CHLORINE SOLUTION	F TO F	FACE TO FACE	ID	INSIDE DIAMETER, INTERIOR DIMENSION	NG	NATURAL GROUND	RESIL	RESILIENT	TW	TOP OF WALL
AD	ABANDON	CMH	COMMUNICATION MANHOLE	FAB	FABRICATE	IE	INVERT ELEVATION	NIC	NOT IN CONTRACT	RET	RETAINING, RETURN	TP	TOILET PARTITION, TELEPHONE POLE, TOE
AC	ALTERNATING CURRENT	CMU	CONCRETE MASONRY UNIT	FB	FLOOR BEAM	IF	INSIDE FACE	NO	NORMALLY OPEN, NUMBER	REV	REVISION, REVERSE	TP	PLATE, TREE PROTECTION, TRAP PRIMER
ACK	ACKNOWLEDGE	CO	CLEAN OUT, CONCRETE OPENING	FIB	FIBERBOARD	IMP	INTAKE HOOD	NOM	NOMINAL PIPE SIZE	RF	REFLECTANT FLOORING	TPC	TOILET PAPER DISPENSER
ACP	ACOUSTIC CEILING PANEL, ASPHALTIC CONCRETE PAVEMENT	COL	COLUMN	FBO	BOARD FOOT MEASURE	IMP	IMPACT	NPS	NOMINAL PIPE SIZE	RFG	ROOFING	TR	TRANSOM
ACST	ACOUSTIC	COM	COMMON	FBM	BOARD FOOT MEASURE	IN	INCH	NPW	NON-POTABLE WATER	RFL	REFLECTED, REFLECTOR	TRANS	TRANSITION
AD	ADDENDUM, AREA DRAIN	COMB	COMBINATION	FBO	FURNISHED BY OWNER	INC	INCLUDE, INCANDESCENT	NPT	NATIONAL PIPE THREAD	RGH	ROUGH	TR	TRENCH DRAIN
ADDL	ADDITIONAL	COMM	COMMUNICATION	FC	FLUSHING CONNECTION, FERRIC CHLORIDE	INF	INFLUENT	NS	NEAR SIDE	RGS	RIGID GALVANIZED STEEL	TRD	THICKENED SLUDGE
ADH	ADHESIVE	COMP	COMPOSITION, COMPRESSIBLE, COMPOSITE	FCA	FLANGED COUPLING ADAPTER	INSTR	INSTRUMENTATION	NTS	NOT TO SCALE	RGS-PVC	PVC COATED RGS	TYP	TYPICAL
ADJ	ADJUSTABLE, ADJACENT	CONC	CONCENTRIC, CONCRETE	FD	FLOOR DUCT CONNECTION	INSUL	INSULATION	NWL	NORMAL WATER LEVEL	RH	RELIEF HOOD, RIGHT HAND, RELATIVE HUMIDITY		
AF	AMP FRAME, AMP FUSE	CONN	CONNECTION	FLEX	FLEXIBLE DUCT CONNECTION	INT	INTERIOR, INTERSECTION			RLA	RELIEF LAP	U	URINAL
AFG	ABOVE FINISH FLOOR	CONSTR	CONSTRUCTION	FDN	FOUNDATION	INTR	INTERMEDIATE, INTERIOR	O TO O	OUT-TO-OUT	OA	OUTSIDE AIR, OVERALL	UG	UNDERGROUND
AGGR	AGGREGATE	COORD	COORDINATE	FDR	FEEDER	INV	INVERT	OC	ON CENTER	ON	ON CENTER	ULT	ULTIMATE
AI	AREA INLET	CORR	CORROSIVE, CORRUGATED	FE	FLANGED END, FILTERED EFFLUENT	IPS	IRON PIPE SIZE	OC	OVER CURRENT PROTECTION DEVICE	OPD	OVER CURRENT PROTECTION DEVICE	UNF	UNFINISHED
AIC	AMPS INTERRUPTING CAPACITY	CP	CHECKER PLATE, CONTROL POINT	FEC	FIRE EXTINGUISHER CABINET	IPT	INTERNAL PIPE THREAD	OD	OUTSIDE DIAMETER	OW	OPEN END DUCT	UNO	UNLESS NOTED OTHERWISE
AICU	ALIGNMENT	CPG	POLYVINYL CHLORIDE	FES	FLARED END SECTION	IRR	IRRI	OED	OPEN END DUCT	RF	REVISIONS PER MINUTE	UTIL	UTILITY
ALUM	ALUMINUM	CPVC	POLYVINYL CHLORIDE	FF	FAR FACE, FACTORY FINISH, FLAT FACE, FINISH FLOOR	ISO	ISOMETRIC	OG	OUTSIDE FACE, OFFICE FURNISHING	RPM	RAILROAD		
ALT	ALTERNATE, ALTITUDE	CRL	CORROSION RESISTANT LINING	FG	FINISHED GRADE	JB	JUNCTION BOX	OH	OVERHEAD	RS	RAW SEWAGE	V	VENT, VELOCITY, VOLT
AM	ACOUSTICAL MATERIAL	CS	CHLORINE SOLUTION	FIG	FIGURE	JCT	JUNCTION	OH	OVERHEAD POWER	RSG	ROUND SLIDE GATE	VA	VOLT AMPERE
AMB	AMBIENT	CSC	COMPRESSION SLEEVE COUPLING	CSK	COUNTERSINK	JF	JOINT FILLER	OHP	OVERHEAD POWER	RSP	ROUND SLOPE PROTECTION	VAC	VACUUM
ANC	ANCHOR	CSK	COUNTERSINK	CS	CULING SERVICE SINK	JF	JOINT FILLER	OPNG	OPENING	RW	RIGHT	VAR	VARNISH, VARIABLE, VOLT AMPERES REACTIVE
AP	ACCESS PANEL	CT	CERAMIC TILE	CT	CERAMIC TILE	JST	JOIST	OPNG	OPENING	RW	RIGHT	VB	VAPOR BARRIER VINYL BASE, VALVE BOX
APRX	APPROXIMATE	CTR	CENTER	FL	FLOW, FLOW LINE	JT	JOINT	OPT	OPTIONAL	RT	RECLAIMED WATER LINE	VC	VERTICAL CURVE
APVD	APPROVED	CTRL	CONTROL	FL	FLOW, FLOW LINE	K	KIP	OR	OUTSIDE RADIUS	RWL	RE-USE WATER LINE	VCT	VINYL COMPOSITION TILE, VERTICAL CENTERLINE
ARCH	ARCHITECTURAL	CVAC	CHLORINE VACUUM	FLX	FLEXIBLE	KB	KNEE BRACE	ORD	OVERFLOW ROOF DRAIN	RY	READY	VEL	VELOCITY
ARV	AIR RELEASE VALVE	CVT	CULVERT	FLG	FLANGE	KCMIL	THOUSAND CIRCULAR MILS	ORIG	ORIGINAL	SA	SOUTH, SINK, STRUCTURAL (DWG)	VENT	VENTILATION
ASSY	ASSEMBLY	CU	COPPER, CUBIC	FLR	FLUORESCENT	KD	KNOCK DOWN	OVL	OVERFLOW	S	SUPPLY AIR	VERT	VERTICAL
AT	AIR TRIP	CW	CLOCKWISE	FLR	FLOOR	KN	KNOCK OUT	OVL	OVERFLOW	SAMU	SOUND ABSORBING MASONRY UNIT	VERT	VERTICAL
ATC	ACOUSTICAL TILE CEILING	CY	CUBIC YARD	FLS	FLASHING, FLUSH	KSI	KIPS PER SQUARE INCH	OZ	OUNCE	SAN	SANITARY	VIN	VINYL
ATM	ATMOSPHERE			FO	FINISHED OPENING, FIBER OPTIC	L	ANGLE, LENGTH, LAVATORY	P	PAINT, PROCESS (DWG DISCIPLINE)	SB	SPLASH BLOCK, SODIUM BISULFATE	VS	VERSES, VAPOR SEAL
AUTO	AUTOMATIC			FM	FORCE MAIN	LAD	LADDER	PA	PUBLIC ADDRESS, PRESSURIZED AIR	SC	SOLID CORE, SCUM	VOL	VOLUME
AUX	AUXILIARY			FN	FENCE	LAM	LAMINATE	PAR	PARALLEL, PARAPET	SCBA	SELF CONTAINED BREATHING APPARATUS	VPC	VERTICAL POINT OF CURVATURE
AUX	AUXILIARY			FOB	FACE OF CONCRETE, FACE OF CURB	LAD	LADDER	PAR	PARALLEL, PARAPET	SCB	SCHEDULE	VPI	VERTICAL POINT OF INTERSECTION
AVE	AVENUE	DBA	DECIBEL, DRY BULB	FAC	FACE OF FINISH	LAT	LATERAL	PAR	PARALLEL, PARAPET	SCHEM	SCHEMATIC	VPT	VERTICAL POINT OF TANGENCY
AVG	AVERAGE	DBL	DOUBLE	FOM	FACE OF MASONRY	LBS	POUND	PBD	PARTICLE BOARD	SC	SCREEN	VTR	VENT THROUGH ROOF
AWG	AMERICAN WIRE GAGE	DOS	DIRECT CURRENT	FOS	FACE OF STUDS	LCTB	LIQUID CHALK AND TACK BOARD	PC	POINT OF CURVE, PIECE, PRECAST	SE	STEEL/ALUMINUM EDGE	VWC	VINYL WALL COVERING
AWT	ACOUSTICAL WALL TILE	DE	DECANT	FOT	FLAT ON TOP	LDG	LANDING	PCC	POINT OF COMPOUND CURVATURE	SEC	SECONDARY, SECONDS		
		DEG	DEGREE	FPT	FEMALE PIPE THREAD	LDR	LEADER	PCF	POUNDS PER CUBIC FOOT	SECT	SECTION	W/	WITH
B/B	BACK TO BACK	DEG C	DEGREE CENTIGRADE	FR	FRAME	LE	LIFTING EYE	PCT	PERCENT	SECT	SECTION	W/O	WITHOUT
BALANCE	BULLETIN BOARD	DEG F	DEGREE FAHRENHEIT	FRP	FIBERGLASS REINFORCED PLASTIC	LF	LINEAR FOOT	PE	PLAIN END	SEP	SEPARATE	W	WATT, WEST, WIDE, WINDOW, WIRE, WIDE
BBD	BULLETIN BOARD	DEMO	DEMOLITION	FRM	FIRE RETARDANT TREATED MATERIAL	LG	LONG	PED	PEDESTAL	SEW	SEWER	WB	WOOD BASE
BC	BASE CABINET, BOTTOM CHORD, BOLT CENTER, BOLT CIRCLE	DEP	DEPRESSED	FS	FLOOR SINK, FAR SIDE	LH	LEFT HAND	PEN	PENETRATION	SG	SHEET GLASS, SEALANT GROOVE SLIDE GATE	WAS	WASTE ACTIVATED SLUDGE
		DEPT	DEPARTMENT	FT	FEET, FOOT	LIN	LINEAR	PERF	PERFORATED	SG	SQUARE FOOT	WB	WOOD BASE
BD	BOARD	DET	DETAIL	FTG	FOOTING, FITTING	LIO	LIQUID	PERM	PERMANENT	SH	SHOWER, SUCTION HEADER	WC	WATER CLOSET, WATER COLUMN, WELL
BE	BOTH ENDS, BELL END	DH	DISCHARGE HEADER	FUR	FURRED, FURRING	LLH	LONG LEG HORIZONTAL	PERP	PERPENDICULAR	SH	SHEET	WD	WOOD, WIDTH
BF	BOTH FACES, BOTTOM FACE, BLIND FLANGE, BOARD FEET	DIA	DIAMETER	FUR	FURRED, FURRING	LLV	LONG LEG VERTICAL	PERP	PERPENDICULAR	SHT	SHEET	WF	WIDE FLANGE, WASH FOUNTAIN
		DIA	DIAMETER	FUT	FUTURE	LMU	LIQUID MARKER LECTURE UNIT	PF	POWER FACTOR	SHTG	SHEATHING	WG	WIRE GLASS, WATER GAGE, WEIR GATE
BITUM	BITUMINOUS	DIAG	DIAGONAL, DIAGRAM	FV	FACE VELOCITY	LNG	LONGITUDINAL	PF	PREFABRICATED MASONRY UNIT	SIL	SILENCE	WH	WALL HYDRANT, WEEP HOLE
BKG	BACKING	DIFF	DIFFERENTIAL, DIFFERENCE	FW	FIELD WELD, FIRE WALL	LOC	LOCATION	PFS	POLYMER FEED SOLUTION	SIM	SIMILAR	WI	WROUGHT IRON
BL	BASE LINE	DIM	DIMENSION	FWD	FIELD WELD, FIRE WALL	LP	LOW POINT, LIGHT POLE	PH	PHASE	SL	SLUDGE LINE	WL	WATER LEVEL, POTABLE WATERLINE
BLDG	BUILDING	DISCH	DISCHARGE	FWE	FURNISHED WITH EQUIPMENT	LPA	LOW PRESSURE AIR	PI	POINT OF INTERSECTION	SLD	SLOTTED	WLD	WELDED
BLK	BLOCK	DIST	DISTANCE, DISTRIBUTION	FXTR	FIXTURE	LPB	LOW PRESSURE BODILY	PKG	PACKAGE	SLV	SLEEVE	WLD	WELDED
BLKG	BLOCKING	DIV	DIVISION	G	GRILLE, GROUND, GENERAL (DWG DISCIPLINE)	LR	LONG RADIUS	PLAS	PLASTER	SMLS	SEAMLESS	WM	WIRE MESH
BM	BENCHMARK, BEAM	DL	DEAD LOAD	GA	GAGE (METAL THICKNESS)	LTD	LIMITED	PLAT	PLATFORM	SN	SUPER NATURAL	WP	WATERPROOF, WORKING POINT, WASTE PIPE
BO	BOTTOM OF CURB	DMF	DAMP PROOFING	GAL	GALLON	LTG	LIGHTING	PLBG	PLUMBING	SOG	SOUNDPROOF, STANDPIPE	WTHP	WEATHERPROOF
BOD	BOTTOM OF DUCT	DN	DOWN	GALV	GALVANIZED	LTL	LIMITED	PLY	POLYPHOSPHATE	SPA	SPACING	WS	WATERSTOP, WATER SURFACE
BOL	BOTTOM OF GRILLE	DO	DISSOLVED OXYGEN, DITTO	GB	GRAB BAR, GRADE BREAK	LTNG	LIGHTNING	PLY	POLYPHOSPHATE	SPEC	SPECIFICATION	WSCOT	WAINSCOT
BOL	BOTTOM OF LOUVER	DP	DEPTH	GD	GROOVED COUPLING	LV	LOW VOLTAGE	PNEU	PNEUMATIC	SPLY	SUPPLY	WT	WEIGHT, WATER TIGHT
BOP	BOTTOM OF PIPE	DPD	DOUBLE POLE, DOUBLE THROW	GU	GUARD	LVR	LOUVER	POL	POLYMER FEED SOLUTION	SPT	SET POINT	WWF	WELDED WIRE FABRIC
BOR	BOTTOM OF REGISTER	DPST	DOUBLE POLE, SINGLE THROW	GEN	GENERAL	LW	LIGHTWEIGHT	POL	POLYPROPYLENE, POWER POLE	SQ	SQUARE		
BOT	BOTTOM	DR	DRAIN	GFCI	GROUND FAULT CIRCUIT INTERRUPTER	LWC	LIGHTWEIGHT CONCRETE	PP	POINT OF REVERSE CURVATURE	SR	SHORT RADIUS	XP	EXPLOSION PROOF
BOU	BOTTOM OF UNIT	DS	DOWN SPOUT	GFMU	GROUND FACE MASONRY UNIT	LWL	LOW WATER LEVEL	PREF	PREFINISHED	SS	SERVICE SINK	XS	EXTRA STRONG
BP	BASE PLATE	DT	DOUBLE TEE, DRIP TRAP ASSEMBLY	GG	GUTTER GRADE			PREFAB	PREFABRICATED	SST	STAINLESS STEEL	XKS	DOUBLE EXTRA STRONG
BRG	BEARING	DUP	DUPLICATE	GL	GROOVED JOINT			PRELIM	PRELIMINARY	ST	STREET	XSECT	CROSS SECTION
BRGP	BEARING PLATE	DWG	DRAWING	GLB	GLASS BLOCK			PRES	PRESSURE	STD	STANDARD		
BRKT	BRACKET	DWL	DOWEL	GND	GROUND			PRI	PRIMARY	STIF	STIFFENER		
BS	BOTH SIDES	DWR	DRAWER	GP	GUY POLE			PROP	PROPERTY	STIR	STIRRUP		
BTU	BRITISH THERMAL UNIT	E	EAST, ELECTRICAL (DWG DISCIPLINE)	GR	GRADE			PROT	PROTECTION	STL	STEEL		
BTW	BETWEEN	EA	EACH, EXHAUST AIR	GRG	GRATING			PS	PIPE SUPPORT	STOR	STORAGE		
BTWLD	BUTT WELD	EC	ELECTRICAL CONTRACTOR	GSB	GYPSSUM SHEATHING BOARD			PSF	POUNDS PER SQUARE FOOT	STR	STRUCTURE, STRAIGHT		
BU	BELL UP, BUILT UP	ECC	ECCENTRIC	GST	GROUND STORAGE TANK			PSI	POUNDS PER SQUARE INCH	SUB	SUBSTITUTE		
BUR	BUILT-UP ROOFING	ED	EQUIPMENT DRAIN	GT	GREASE TRAP			PSIG	POUNDS PER SQUARE INCH GAGE	SUC	SUCTION		
BV	BALL VALVE	EE	EACH END	GVL	GRAVEL			PST	PRESTRESSED	SUSP	SUSPENDED		
BW	BOTH WAYS, BACKWASH (SLUDGE)	EF	EACH FACE	GWB	GYPSSUM WALLBOARD			PT	POINT, POINT OF TANGENCY	SWD	SIDEWATER DEPTH		
BYP	BYPASS	EFF	EFFLUENT, EFFICIENCY	GYP	GYPSSUM HARDBOARD			PTN	PARTITION	SY	SQUARE YARD		
		EH	ELECTRICAL HANDHOLE	H	HIGH			PV	PLUG VALVE	SY	SYMBOL		
C TO C	CENTER TO CENTER	EJ	EXPANSION JOINT	H	HIGH			PVC	POLYVINYL CHLORIDE	SYMM	SYMMETRICAL		
C&G	CURB & GUTTER	EL	ELBOW, ELEVATION	HB	HOSE BIB			PVMT	PAVEMENT	SYN	SYNTHETIC		
CAB	CABINET	ELEC	ELECTRICAL	HBD	HARDBOARD			PW	POTABLE WATER	SY	SYSTEM		
CAP	CAPACITY	ELEV	ELEVATION	HC	HANDICAPPED, HOLLOW CORE, HORIZONTAL			PWJ	PLYWOOD WEB JOIST	T&B	TOP AND BOTTOM		
CAT	CATALOG	EMBD	EMBEDDED	HDR	HEADER			PZ	PIEZOMETER	T&G	TONGUE AND GROOVE		
CAV	CAVITY, COMBINATION AIR/VACUUM RELEASE VALVE	EMER	EMERGENCY	HDW	HARDWARE					T	TILE, TREAD		
		EMH	ELECTRICAL MANHOLE	HEX	HEXAGONAL					TA	TOILET ACCESSORY, TEMPERED AIR		
CB	CATCH BASIN	ENCL	ENCLOSURE	HGR	HANGER					TAN	TANGENT		
CCB	CONCRETE BLOCK	ENGR	ENGINEER	HH	HANDHOLE					TBM	TEMPORARY BENCHMARK		
CCW	COUNTER CLOCKWISE	ENTR	ENTRANCE	HID	HIGH INTENSITY DISCHARGE					TEMP	TEMPERATURE		
CD	CONTROLLED DENSITY FILL	EOP	EDGE OF PAVEMENT	HM	HOLLOW METAL					TEF	TROWELED EPOXY FLOORING		
CE	CONCRETE EDGE, CLARIFIED EFFLUENT	EQ	EQUAL	HORIZ	HORIZONTAL					TEMP	TEMPERATURE		
CER	CERAMIC	EQUIP	EQUIPMENT	HP	HIGH POINT, HORSEPOWER					THD	THREAD		
CF	CUBIC FEET (FOOT)	EQUIV	EQUIVALENT	HPC	HORIZONTAL POINT OF CURVATURE					THK	THICK		
CFL	COUNTER FLASHING	ES	EACH SIDE, EQUAL SPACE, EMERGENCY	HPS	HIGH PRESSURE SODIUM					THR	THROAT		
CHFR	CHAMFER	ESEW	EMERGENCY SHOWER AND EYE WASH	HPT	HORIZONTAL POINT OF TANGENCY					THRESH	THRESHOLD		
CHD	CHORD	EST	ESTIMATE, ELEVATED STORAGE TANK	HR	HOSE REEL, HOUR					THRU	THROUGH		
CHH	COMMUNICATION HANDHOLE	EW	EACH WAY, EMERGENCY EYE/FACE WASH	HS	HEADED STUD, HIGH STRENGTH					TKBD	TACK BOARD		
CHD	CURB INLET	EW	EACH WAY, EMERGENCY EYE/FACE WASH	HSS	HOLLOW STRUCTURAL SHAPE					TOB	TOP OF BOLT, TOP OF BANK, TOP OF BEAM		
CIP	CLEAN IN PLACE, CAST-IN-PLACE CIPB	EW	ELECTRIC WATER COOLER	HT	HEIGHT					TOC	TOP OF CURB, TOP OF CONCRETE		
		EW	EACH WAY, EACH FACE	HTG	HEATING					TOD	TOP OF DUCT		
CIRC	CIRCULATION, CIRCULAR	EWB	EACH WAY, TOP AND BOTTOM	HV	HIGH VOLTAGE					TOD	TOP OF DUCT		
CJ	CONSTRUCTION JOINT	EXH	EXHAUST	HVAC	HEATING, VENTILATION & AIR CONDITIONING					TOL	TOLERANCE, TOP OF LEDGER		
CKT	CIRCUIT			HWD	HARDWOOD								
CL	CENTERLINE, CLASS, CLOSE			HWL	HIGH WATER LEVEL								

FILENAME: Z:\Projects 1400-1199\2010\408 - COH Shih PS Expansion to 3.10 mgd\500 - Final Design\3.1 - Drawings\Sheet Files\00G-03.dwg, LAST SAVED ON: May 28 2019 2:28pm, PLOTTED BY: CCLARK, ON: Jun 20 2019 1:32pm, CFC

SITE PLAN SYMBOLOGY		PIPING SYMBOLOGY		MATERIALS IN PLAN/SECTION		GENERAL SYMBOLOGY		IDENTIFICATION SYMBOLOGY																																									
EMBANKMENT SLOPE —50.5— CONTOUR VEGETATION ● CO CLEAN OUT ● MH MANHOLE ○ MW MONITORING WELL ○ PZ PIEZOMETER ■ CB STORM DRAIN CATCH BASIN ■ UV UTILITY VAULT ● PP POWER POLE ● TP TELEPHONE POLE ● FH FIRE HYDRANT ● YH-X YARD HYDRANT × 75.5 EXISTING SPOT ELEVATION 75.8 FINISHED SPOT ELEVATION △ HORIZONTAL CP-X, CONTROL POINT △ BENCHMARK △ TH-X IDENTIFICATION AND APPROXIMATE LOCATION OF SOIL TEST HOLE → DOWNGUY NOTES: 1. UTILITIES THAT ARE SUSPENDED ABOVE GRADE ARE DESIGNATED BY THE PREFIX "OH". TEL TELEPHONE LINE E ELECTRIC LINE GAS GAS LINE F FIBER OPTIC C COMMUNICATION PLY POLYPHOSPHATE LINE CLS CHLORINE SOLUTION LINE W WATER LINE SS STORM SEWER LINE S SANITARY SEWER LINE SAFETY FENCE HANDRAIL PIPELINE LARGE PIPELINE PIPELINE BENEATH CONCRETE OR STRUCTURE RAILROAD → DRAINAGE FLOW NATURAL WATERWAY X-X CHAIN LINK FENCE -X-X- FIELD FENCE PROPERTY LINE CENTERLINE RB ROCK BERM SF SILT FENCE		NOTES: 1. VALVE TYPES FOR VALVES 4" AND LARGER ARE INDICATED BY SYMBOLOGY SHOWN BELOW. VALVES 3-1/2" AND SMALLER MAY BE SHOWN WITH GATE VALVE SYMBOL REGARDLESS OF VALVE TYPE - REFER TO SPECIFICATIONS FOR REQUIREMENTS. 2. SYMBOLOGY SHOWN IS FOR SINGLE LINE PIPING. DOUBLE LINE PIPING SYMBOLS ARE SIMILAR. VALVES GATE VALVE GLOBE VALVE BALL VALVE CHECK VALVE DOUBLE DISK CHECK VALVE BALL CHECK VALVE BUTTERFLY VALVE DIAPHRAGM VALVE PINCH VALVE KNIFE GATE VALVE OR PRESSURE RELIEF VALVE PLUG VALVE NEEDLE VALVE PRESSURE REDUCING VALVE AIR RELIEF / VACUUM VALVE A = AIR RELIEF V = VACUUM PRESSURE REGULATING VALVE THREE WAY BALL VALVE THREE WAY PLUG VALVE MISCELLANEOUS VARIABLE AREA METER ROTAMETER UNION WYE-STRAINER LINE SIZE CHANGE (CONCENTRIC REDUCER) FLEXIBLE HOSE OR TUBING FLEXIBLE PIPING CONNECTION LINE SIZE CHANGE (CONCENTRIC REDUCER) LINE SIZE CHANGE (ECCENTRIC REDUCER) LINE TURNING DOWN LINE TURNING UP BLIND FLANGE PIPE JOINT (SEE SPECS FOR REQUIREMENTS) SLEEVE TYPE COUPLING FLANGED COUPLING ADAPTER (FCA) FLEXIBLE CONNECTION HARNESSED MECHANICAL COUPLING		MISCELLANEOUS (CONTINUED) PRESSURE GAGE (W/COCK) TRAP QUICK DISCONNECT CAM & GROOVE COUPLING CAP or PLUG INTERIOR CLEANOUT HOSE VALVE, HOSE BIBB OR FLUSHING CONNECTION HOSE RACK FLOOR DRAIN X = TYPE DESIGNATED IN SPECIFICATIONS PIPE IN SECTION BELL UP (PLAN) BELL UP (SECTION OR SCHEMATIC) DRAIN (SECTION OR SCHEMATIC) AIR TOOL ASSEMBLY AUTOMATIC VALVE STATION PRESSURE REDUCING STATION PLUMBING PIPING: VT VENT (VT) POTABLE WATER, COLD (PWC) POTABLE WATER, HOT (PWH)		DEMOLITION CONCRETE MASONRY (CMU) BRICK (SECTION) ASPHALT GRANULAR FILL GRAVEL SAND EARTH METAL (SECTION) GRATING (PLAN) CHECKERED PLATE BRICK (PLAN) RIGID INSULATION BATT INSULATION WOOD - CONTINUOUS WOOD - NON CONTINUOUS PLYWOOD GYPSUM BOARD		ARROW INDICATES DIRECTION OF PLAN NORTH PLAN SCALE: 1/4"=1'-0" SECTION LETTER FLAG INDICATES DIRECTION OF SECTION CUT DRAWING WHERE SECTION VIEW IS LOCATED SECTION CUT MARKER SCALE: 3/8"=1'-0" SECTION LETTER DRAWING WHERE SECTION VIEW IS FIRST CUT DETAIL NUMBER DRAWING WHERE DETAIL IS LOCATED DETAIL MARKER DETAIL NUMBER DRAWING WHERE DETAIL WAS TAKEN ELEVATION LETTER ARROW INDICATES POINT OF VIEW DRAWING WHERE ELEVATION IS LOCATED SINGLE ELEVATION OR PHOTO MARKER ELEVATION LETTER ARROW INDICATES POINT OF VIEW ELEVATION INDICATES DRAWING WHERE ELEVATION IS LOCATED MULTIPLE ELEVATION OR PHOTO MARKER ELEVATION IDENTIFICATION LETTER DRAWING WHERE POINT OF VIEW MARKER CAN BE FOUND ELEVATION SCALE: 3"=1'-0" PRE-CAST MANHOLE DESCRIPTION SPECIFICATION SECTION AND DETAIL NUMBER STANDARD DETAIL MARKER KEYNOTE NUMBER KEYNOTE DESIGNATION		PIPING: FIGURE 36"-PER EXAMPLE LINE SIZE 36" SERVICE PLANT EFFLUENT EQUIPMENT TAG NUMBERS: FIGURE P-76-1 EXAMPLE SERVICE ABBREVIATION INDICATES RAW WATER EQUIPMENT ABBREVIATION INDICATES PUMP SUFFIX FOR MULTIPLE PIECES OF EQUIPMENT PUMP 1 -A, -B, -C ALTERNATING OPERATION -1, -2, -3 OPERATING IN PARALLEL -S, -T STANDBY DEVICE, NOT NORMALLY OPERATING ARCHITECTURAL: ROOM NUMBER DOOR NUMBER COLUMN GRID LINE WALL TYPE WINDOW TYPE LOUVER GENERAL NOTES: 1. THIS IS A STANDARD DRAWING SHOWING COMMON SYMBOLOGY. ALL SYMBOLS ARE NOT NECESSARILY USED ON THIS PROJECT. 2. SCREENING OR SHADING OF WORK IS USED TO INDICATE EXISTING COMPONENTS OR TO DEEMPHASIZE PROPOSED IMPROVEMENTS TO HIGHLIGHT SELECTED TRADE WORK. REFER TO CONTEXT OF EACH DRAWING FOR USAGE.																																							
<table><tr><th>REV. NO.</th><th>DATE</th><th>DESCRIPTION</th></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>		REV. NO.	DATE	DESCRIPTION																<table><tr><td>PROJECT MANAGER:</td><td>DCS</td></tr><tr><td>DESIGNED BY:</td><td>BCB</td></tr><tr><td>CHECKED BY:</td><td>RMM</td></tr><tr><td>DRAWN BY:</td><td>CSC</td></tr><tr><td> </td><td> </td></tr><tr><td>DCS PROJECT NO:</td><td>20101408</td></tr></table>		PROJECT MANAGER:	DCS	DESIGNED BY:	BCB	CHECKED BY:	RMM	DRAWN BY:	CSC			DCS PROJECT NO:	20101408	DCS ENGINEERING, LLC 1101 S. CAPITAL OF TEXAS HIGHWAY, BUILDING G-100 AUSTIN, TX 78746 TEL: (512) 614-6171 FAX: (512) 284-8021 T.B.P.E. FIRM NO. F-13162		CITY OF HUTTO SHILOH PUMP STATION EXPANSION FROM 2.16 MGD TO 3.27 MGD		STATE OF TEXAS ROBERT W. MOSS 133827 PROFESSIONAL ENGINEER 6/20/19 6/20/19		GENERAL LEGEND AND SYMBOLOGY		<table><tr><td>DATE:</td><td>JUNE 2019</td></tr><tr><td>SCALE:</td><td>AS NOTED</td></tr><tr><td>DRAWING:</td><td>00G-03</td></tr></table>		DATE:	JUNE 2019	SCALE:	AS NOTED	DRAWING:	00G-03
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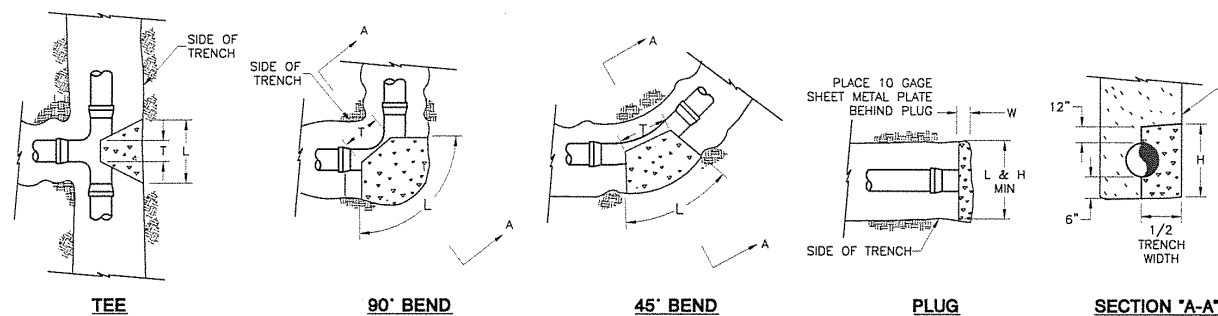


1. ASTM C33, GRADATION 67 (3/4 IN TO NO. 8 SIEVE) DEFINED BELOW:
- | SIEVE SIZE | 1 IN | 3/4 IN | 3/8 IN | NO. 4 | NO. 8 |
|---------------------------|------|--------|--------|-------|-------|
| PERCENT PASSING BY WEIGHT | 100 | 90-100 | 20-55 | 0-10 | 0-5 |
- 1) WELL GRADED CRUSHED GRAVEL OR.
2) WELL GRADED GRAVEL.



PIPE SIZE	'A'	'B'	'C'	'D' MINIMUM	'D' MAXIMUM
4	3	✱ 2-1/2	9	10-1/4	14
6	3	✱ 2-1/2	9	11-5/8	15-1/4
8	3	✱ 2-1/2	9	13-5/8	16-1/2
10	3	✱ 2-1/2	9	14-5/8	18-1/4
12	3	✱ 2-1/2	9	15-5/8	19-3/4
14	4	3	11	18-7/8	20-3/4
16	4	3	11	19-7/8	22-1/4
18	6	3-1/2	13-1/2	21-1/4	24
20	6	3-1/2	13-1/2	23-1/4	25-1/2
24	6	4	13-1/2	26-1/2	28-1/4
30	6	4	13-1/2	29-5/8	31-1/2
36	6	4	13-1/2	32-5/8	34-3/4

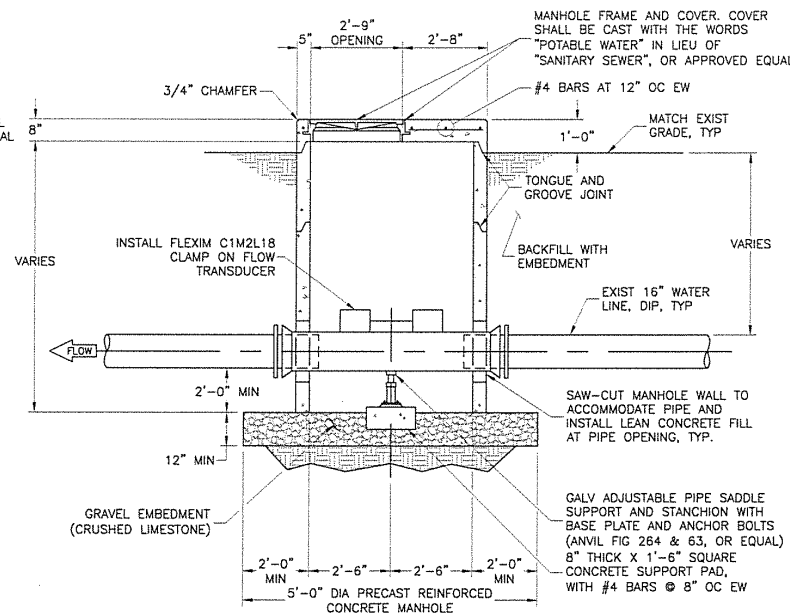
- NOTES:
1. GALVANIZE ALL PARTS AFTER FABRICATION.
 2. USE FOR PIPE LOCATED LESS THAN 3 FT FROM FLOOR, UNLESS NOTED OTHERWISE.
 3. PROVIDE MK-2 FOR PIPE 6 IN AND LARGER.



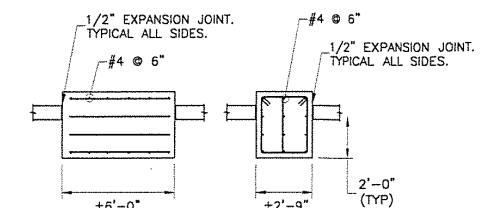
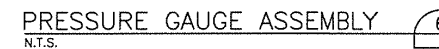
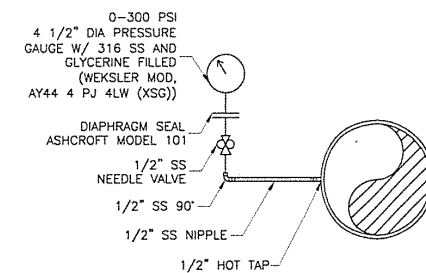
- NOTES:**
1. DEPTH "W" MAY BE GREATER THAN SPECIFIED TO ALLOW WORKING SPACE.
 2. BLOCKING MUST BE PLACED AGAIN UNDISTURBED EARTH.
 3. CLASS OF CONCRETE FOR THRUST BLOCKS AND PLUGS SHALL BE LEAST CONCRETE.
 4. DIMENSIONS SHOWN ARE BASED ON 3,000 LBS. PER SQ. FT. ALLOWABLE SOIL STRESS AND 100 LBS. PER SQ. IN. WATER PRESSURE; FOR OTHER DESIGN CONDITIONS MULTIPLY DIMENSIONS "L" AND "H" BY APPROPRIATE FACTOR FROM TABLE I.

TABLE 1						
MAX. WATER PRESSURE P.S.I.G.	CORRECTION FACTORS FOR ALLOWABLE SOIL STRESS SHOWN					
	1,000 LB/SF	2,000 LB/SF	3,000 LB/SF	4,000 LB/SF	5,000 LB/SF	10,000 LB/S
75	1.50	1.06	0.87	0.75	0.67	0.48
100	1.73	1.22	1.00	0.87	0.77	0.55
150	2.12	1.50	1.22	1.06	0.95	0.67
200	2.45	1.73	1.41	1.22	1.10	0.77

BLOCKING DIMENSION IN INCHES												
NOMINAL PIPE SIZE	90° BEND			45° BEND			TEE			PLUG		
	W	L	H	W	L	H	W	L	H	W	L	H
2"	4	8	3	6	4	6	4	5	3	4	6	6
3"	5	10	5	8	5	9	3	7	5	9	6	7
4"	6	12	8	10	8	10	5	8	6	10	6	8
6"	8	16	12	14	8	13	8	12	15	9	12	6
8"	10	21	16	18	10	15	12	13	10	20	12	16
10"	12	27	20	22	15	16	12	24	16	18	8	28
12"	12	32	24	22	12	23	18	18	12	27	20	12
14"	12	40	28	30	12	28	20	22	12	34	22	28
16"	16	50	28	31	16	34	22	30	16	40	24	32
18"	18	58	30	36	18	40	24	36	18	44	28	34
20"	20	67	32	50	20	45	26	40	20	50	30	48
24"	24	86	56	54	24	60	28	54	24	60	36	52
30"	30	104	68	60	30	72	36	60	30	72	48	58



- NOTES:**
1. POLYETHYLENE WRAP ALL DUCTILE IRON PIPING THAT IS INSTALLED IN CONTACT WITH SOIL.
 2. ALL PROPOSED PIPING, VALVES, AND APPURTENANCES SHALL BE RATED FOR A WORKING PRESSURE OF 250 PSI.
 3. MANUFACTURE CONCRETE COVER PER ASTM C478, WITH 5000 PSI CONCRETE, TRAFFIC BEARING DESIGN, AND O-RING JOINT PER ASTM C443.
 4. THE CONTRACTOR SHALL NOT OPERATE ANY EXISTING SYSTEM ISOLATION VALVES. CONTACT THE CITY FOR OPERATION OF ANY VALVES.
 5. THE CONTRACTOR SHALL RESTORE ALL WORK SITES TO EQUAL OR BETTER THAN EXISTING CONDITIONS UPON COMPLETION OF WORK AND IN ACCORDANCE WITH THE SPECIFICATIONS.
 6. THE SERVICE SHALL BE MAINTAINED TO ALL SAME CONNECTIONS WHILE WORK IS BEING PERFORMED.
 7. THE CONTRACTOR SHALL COORDINATE WITH THE CITY.



REV. NO.	DATE	DESCRIPTION	PROJECT MANAGER:	DCS
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			DCS PROJECT NO:	20101408

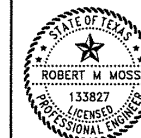


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T.B.P.E. FIRM NO. F-13162

CITY OF HUTTO

**SHILOH PUMP STATION EXPANSION
FROM 2.16 MGD TO 3.27 MGD**



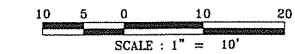
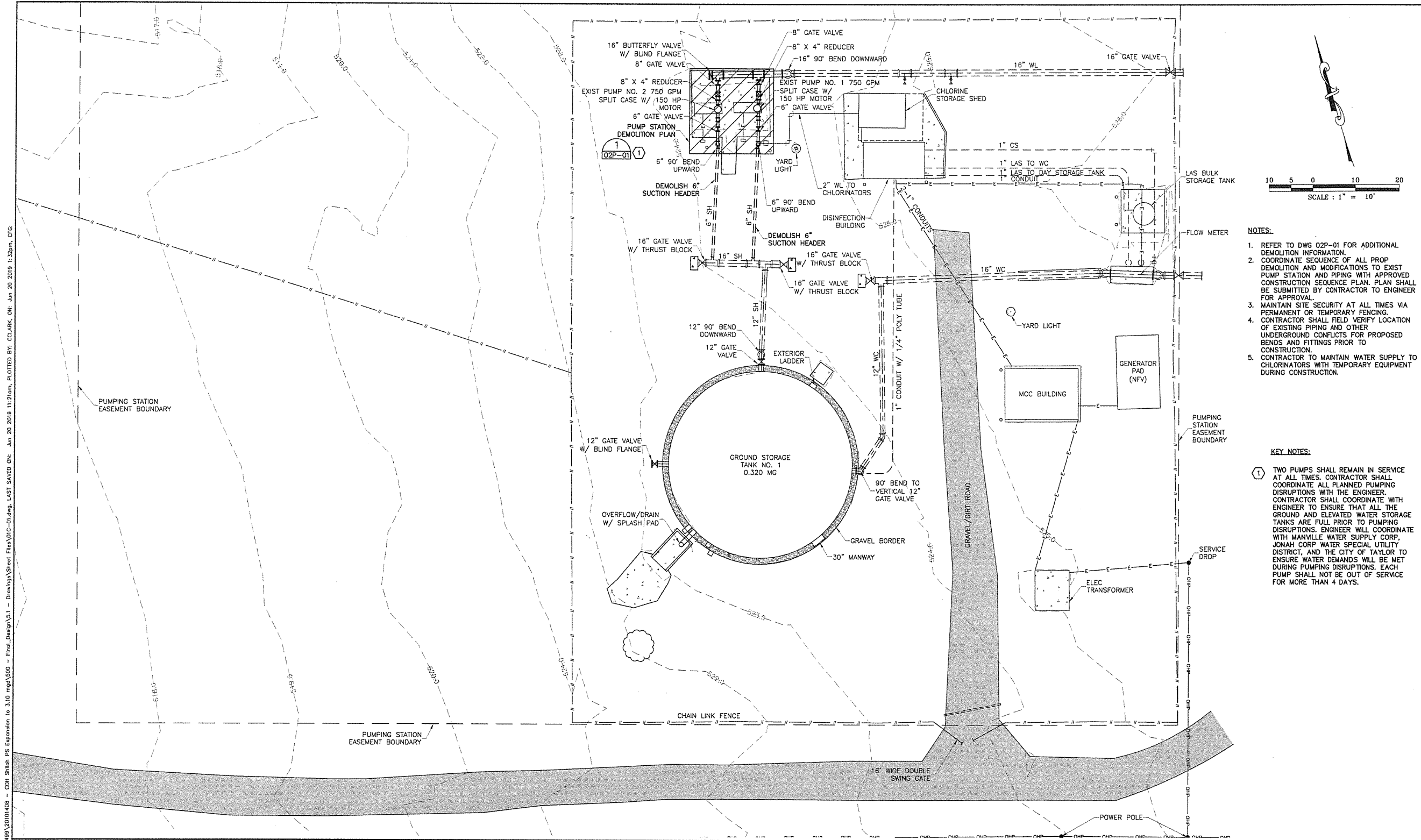
GENERAL

CIVIL - DETAIL SHEET NO. 1

DATE:
JUNE 2019

SCALE:
AS NOTED

DRAWING:
00C-01



NOTES:

1. REFER TO DWG 02P-01 FOR ADDITIONAL DEMOLITION INFORMATION.
2. COORDINATE SEQUENCE OF ALL PROP DEMOLITION AND MODIFICATIONS TO EXIST PUMP STATION AND PIPING WITH APPROVED CONSTRUCTION SEQUENCE PLAN. PLAN SHALL BE SUBMITTED BY CONTRACTOR TO ENGINEER FOR APPROVAL.
3. MAINTAIN SITE SECURITY AT ALL TIMES VIA PERMANENT OR TEMPORARY FENCING.
4. CONTRACTOR SHALL FIELD VERIFY LOCATION OF EXISTING PIPING AND OTHER UNDERGROUND CONFLICTS FOR PROPOSED BENDS AND FITTINGS PRIOR TO CONSTRUCTION.
5. CONTRACTOR TO MAINTAIN WATER SUPPLY TO CHLORINATORS WITH TEMPORARY EQUIPMENT DURING CONSTRUCTION.

KEY NOTES:

- ① TWO PUMPS SHALL REMAIN IN SERVICE AT ALL TIMES. CONTRACTOR SHALL COORDINATE ALL PLANNED PUMPING DISRUPTIONS WITH THE ENGINEER. CONTRACTOR SHALL COORDINATE WITH ENGINEER TO ENSURE THAT ALL THE GROUND AND ELEVATED WATER STORAGE TANKS ARE FULL PRIOR TO PUMPING DISRUPTIONS. ENGINEER WILL COORDINATE WITH MANVILLE WATER SUPPLY CORP, JONAH CORP WATER SPECIAL UTILITY DISTRICT, AND THE CITY OF TAYLOR TO ENSURE WATER DEMANDS WILL BE MET DURING PUMPING DISRUPTIONS. EACH PUMP SHALL NOT BE OUT OF SERVICE FOR MORE THAN 4 DAYS.

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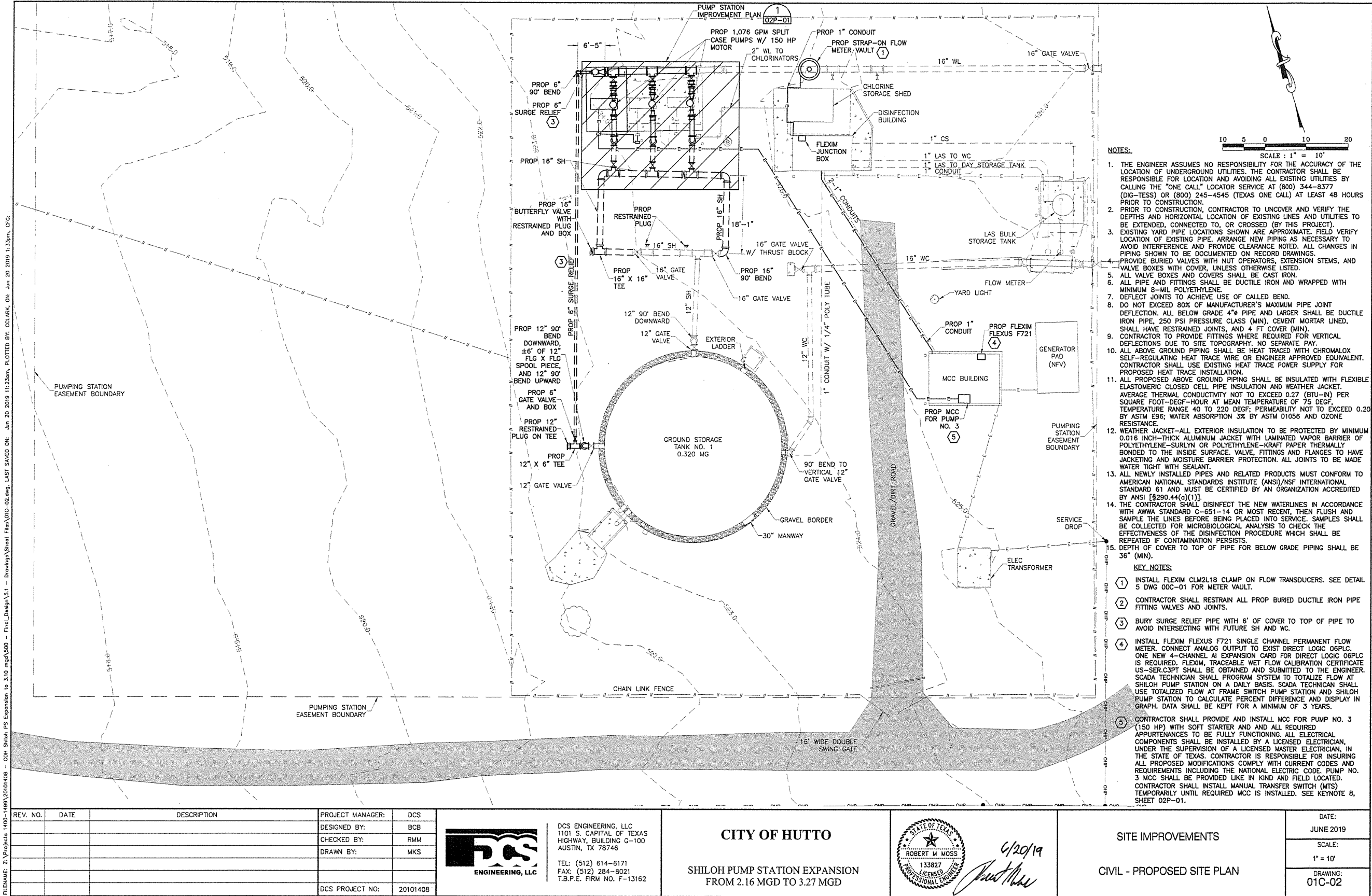
STATE OF TEXAS
ROBERT W. MOSS
133827
LICENSED PROFESSIONAL ENGINEER

6/20/19
Robert W. Moss

SITE IMPROVEMENTS

CIVIL - EXISTING SITE AND
DEMOLITION PLAN

DATE:	JUNE 2019
SCALE:	1" = 10'
DRAWING:	01C-01



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T.B.P.E. FIRM NO. F-13162

CITY OF HUTTO

SHILOH PUMP STATION EXPANSION
FROM 2.16 MGD TO 3.27 MGD

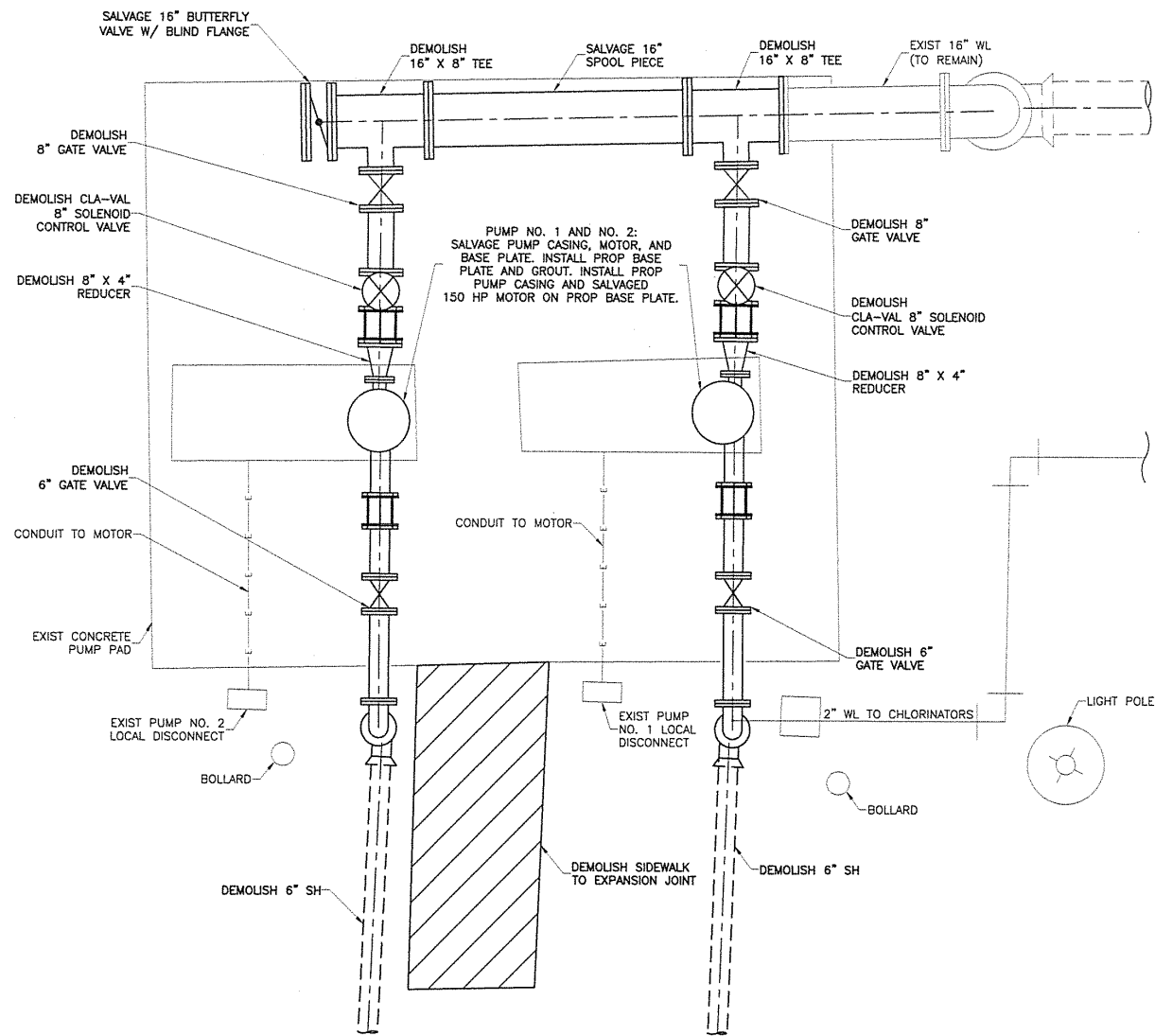


6/20/19
[Signature]

SITE IMPROVEMENTS
CIVIL - PROPOSED SITE PLAN

DATE:
JUNE 2019
SCALE:
1" = 10'
DRAWING:
01C-02

FILENAME: Z:\Projects\400-1489\20101408 - COH Shiloh PS Expansion to 3.10 mgd\500 - Final Design\5.1 - Drawings\Sheet Files\02X-01.dwg, LAST SAVED ON: Jun 20 2019 11:25am, PLOTTED BY: CCLARK, ON: Jun 20 2019 11:34pm, CFG:



- NOTES:
1. PUMPING STATION PAD AND MOTOR WILL BE UTILIZED IN THE PROPOSED SYSTEM.
 2. CONTRACTOR SHALL RETURN REMAINING CONCRETE TO EXISTING CONDITION OR BETTER.

PUMP STATION DEMOLITION PLAN
SCALE: 1/2" = 1'-0"

REV. NO.	DATE	DESCRIPTION	PROJECT MANAGER:	DCS
			DESIGNED BY:	BCB
			CHECKED BY:	RMM
			DRAWN BY:	MKS
			DCS PROJECT NO:	20101408



DCS ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS
HIGHWAY, BUILDING G-100
AUSTIN, TX 78746
TEL: (512) 614-6171
FAX: (512) 284-8021
T.B.P.E. FIRM NO. F-13162

CITY OF HUTTO

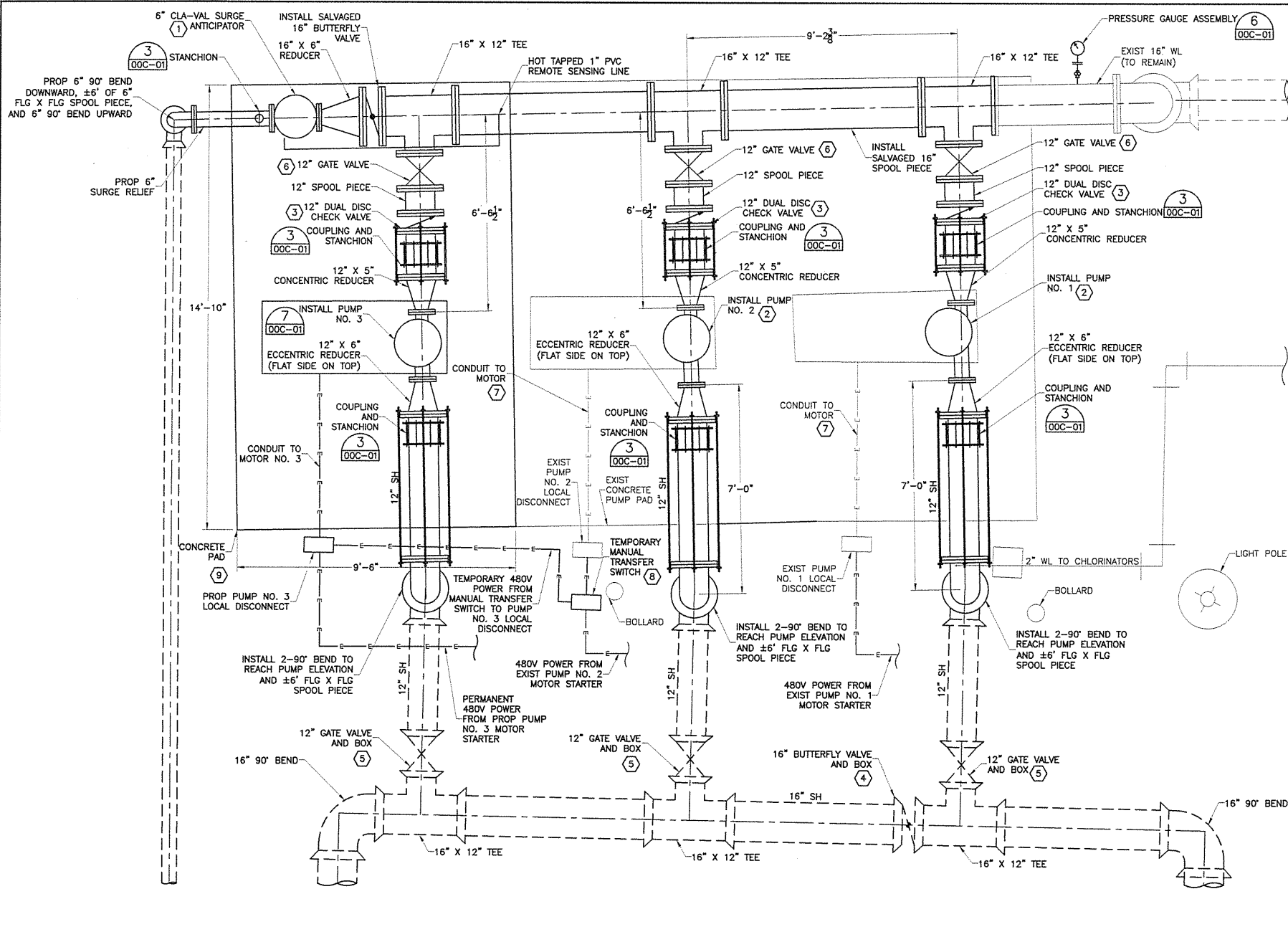
SHILOH PUMP STATION EXPANSION
FROM 2.16 MGD TO 3.27 MGD



6/20/19
Robert Moss

PUMP STATION MODIFICATIONS
DEMOLITION - PUMP STATION PLAN

DATE:	JUNE 2019
SCALE:	AS NOTED
DRAWING:	02X-01



PUMP INFORMATION				
PUMP	CAPACITY	HEAD	HP	EFF%
1	1076 GPM	39.3'	150	83%
2	1076 GPM	39.3'	150	83%

- NOTES:
- ALL PIPING, VALVES, AND FITTINGS SHOWN ARE PROPOSED UNLESS OTHERWISE INDICATED.
 - CONTRACTOR TO CONVEY ALL PIPING, VALVES, AND PUMP MATERIALS DEMOLISHED AS PART OF THIS PROJECT TO THE CITY. CONTRACTOR SHALL TRANSPORT MATERIALS TO CITY STORAGE YARD LOCATED BY THE CITY'S CENTRAL WWTIP.
 - CONTRACTOR SHALL RESTRAIN ALL PROP BURIED DUCTILE IRON PIPE FITTINGS, VALVES, AND JOINTS.
 - COUPLING SHALL BE ROMAC 12" STYLE ECF400 EQUIPMENT FITTING OR ENGINEER APPROVED EQUIVALENT. COUPLING SHALL INCLUDE 4-7/8" X 24" 304 STAINLESS STEEL TIE RODS AND 8-STYLE 491 HARNESS LUGS.
 - ALL ABOVE GRADE DISCHARGE PIPE 4" AND LARGER SHALL BE DUCTILE IRON PIPE, 250 PRESSURE CLASS (MIN), CEMENT MORTAR LINED, AND SHALL HAVE FLANGED JOINTS.
 - CONTRACTOR SHALL REPROGRAM MOTOR SOFT STARTERS TO DECELERATE OVER A 40 SECOND INTERVAL DURING SHUT OFF.
 - AFTER EACH PUMP IS INSTALLED, CONTRACTOR SHALL ALLOW NEW PUMP TO RUN SUCCESSFULLY FOR 3 DAYS BEFORE BEGINNING WORK ON NEXT PUMP. ALL OTHER CONSTRUCTION ACTIVITIES MAY PROCEED DURING THIS TIME.
 - UPON COMPLETION OF IMPROVEMENTS, ONE HOUR FLOW TEST FOR ONE PUMP RUNNING, AND TWO PUMPS RUNNING SHALL BE PERFORMED. ENGINEER TO WITNESS TEST AND CERTIFY OFFICIAL CAPACITY OF PUMP STATION.
 - ABOVE GRADE PIPES, VALVES, AND FITTINGS SHALL BE PAINTED LIGHT BLUE IN ACCORDANCE WITH THE FOLLOWING PAINT SYSTEM:
SYSTEM #1 - POLYAMIDOAMINE EPOXY PRIMER WITH POLYAMIDOAMINE EPOXY OR ALIPHATIC ACRYLIC POLYURETHANE ENAMEL FINISH COAT(S).
1. PRIME COAT:
A. F1=1 COAT, 3 MILS, SERIES N69 EPOXOLINE (POLYAMIDOAMINE EPOXY), VOC=2.11
2. FINISH COAT(S):
A. F1=1 COAT, 3 MILS, SERIES N69 EPOXOLINE (POLYAMIDOAMINE EPOXY)
B. F2=1 COAT, 2.5 MILS, SERIES 1074 ENDURA-SHIELD (ALIPHATIC ACRYLIC POLYURETHANE ENAMEL), VOC=1.81
- KEY NOTES:
- INSTALL CLA-VAL 6" 52G-03KC SURGE ANTICIPATOR VALVE. INSTALL 1" REMOTE PRESSURE SENSING LINE AND CONNECT TO CLA-VAL PER MANUFACTURER'S INSTRUCTION. JAMES ONEY FROM CLA-VAL SHALL PERFORM START UP ON SURGE ANTICIPATOR.
 - 6 X 5 MAA PATTERSON HORIZONTAL SPLIT CASE PUMPS, 150 HP, 3600 RPM PUMPS WILL BE INSTALLED ON EXIST PAD WITH NEW BASE PLATE AND USE EXIST 150 HP MOTORS. CONTRACTOR TO RAISE PUMP AND MOTOR ON STEEL BLOCKS TO MATCH NEW DISCHARGE PIPE CENTERLINE ±4.75". PROP BASE PLATE AND GROUT REQUIRED DUE TO EXIST PUMP VIBRATING OUTSIDE OF ALLOWABLE TOLERANCES.
 - VAL-MATIC 12" DUAL DISC CHECK VALVE, WAFER STYLE ANSI CLASS 250 OR APPROVED EQUAL.
 - DEZURIK 16" BUTTERFLY VALVE, MJ X MJ, AWWA C504 COMPLIANT OR APPROVED EQUAL.
 - AMERICAN FLOW CONTROL 12" RESILIENT WEDGE GATE VALVE, MJ X MJ, AWWA C509 COMPLIANT OR APPROVED EQUAL.
 - AMERICAN FLOW CONTROL 12" RESILIENT WEDGE GATE VALVE, #250 FLG X FLG, AWWA C509 OR APPROVED EQUAL.
 - CONTRACTOR SHALL INCREASE CONDUIT LENGTH BY 2" USING ELECTRICAL FITTINGS AT LOCAL DISCONNECT TO ACCOMMODATE RISE IN MOTOR.
 - 200A MANUAL TRANSFER SWITCH IN NEMA 3R RAIN PROOF ENCLOSURE. MTS SHALL SWITCH POWER BETWEEN PUMP NO. 2, PUMP NO. 3, AND OFF.
 - CONCRETE PAD SHALL BE 10" THICK WITH #4 @ 12" OC EW. CONCRETE SHALL BE 3,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS.

PUMP STATION IMPROVEMENT PLAN 2
SCALE: 1/2" = 1'-0"

REV. NO.	DATE	DESCRIPTION	PROJECT MANAGER:	DCS
			DESIGNED BY:	BCB
			CHECKED BY:	RMM
			DRAWN BY:	MKS
			DCS PROJECT NO:	20101408



DCS ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS
HIGHWAY, BUILDING G-100
AUSTIN, TX 78746
TEL: (512) 614-6171
FAX: (512) 284-8021
T.B.P.E. FIRM NO. F-13162

CITY OF HUTTO

SHILOH PUMP STATION EXPANSION
FROM 2.16 MGD TO 3.27 MGD



PUMP STATION MODIFICATIONS

PROCESS - PUMP STATION PLAN

DATE:
JUNE 2019
SCALE:
AS NOTED
DRAWING:
02P-01

City of Hutto
Shiloh Pump Station Cost Summary
July 19, 2019

Item	Cost
Engineering:	\$ 27,440
Additional Engineering:	\$ 13,500
Construction Administration:	\$ 13,885
Pump Purchase:	\$ 103,876
Construction Bid (Excel):	\$ 351,491
Total:	\$ 510,192

Original Price in CIP Update: \$ 300,000



INVOICE

14394 E INTERSTATE HIGHWAY 10
CONVERSE, TX 78109
(830) 865-2362
INFO@AWWTEC.COM

BILL TO

CITY OF HUTTO
401 W FRONT STREET
HUTTO, TX 78634

We really appreciate your business!

INVOICE DATE	INVOICE NUMBER	ID	P.O. NUMBER	TERMS
7/29/2019	11829	46		PLEASE SEND PAYMENT WITHIN 21 DAYS

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
PARTS	SHILOH PLANT PATTERSON MODEL 6 X 5 MAA, SINGLE STAGE HORIZONTAL SPLIT CASE PUMP WITH A 10" IMPELLER RATED AT 3600RPM WITH THE FOLLOWING FEATURES: MANUFACTURE STANDARD MATERIALS, MECHANICAL SEALS, PUMP TO MOTOR COUPLING, HYDROSTATICLY TESTED (INCLUDES OPERATION MANUAL & FREIGHT)	2	29,525.00	59,050.00
PARTS	PATTERSON MODEL 6 X 5 MAA, SINGLE STAGE HORIZONTAL SPLIT CASE PUMP WITH A 10" IMPELLER RATED AT 3600RPM WITH THE FOLLOWING FEATURES: MANUFACTURE STANDARD MATERIALS, BASE, COUPLING, GUARD, MECHANICAL SEAL, MOTOR: WEG 150HP, 3600RPM MOTOR, HYDROSTATICLY TESTED (INCLUDES OPERATION MANUAL & FREIGHT)	1	44,826.00	44,826.00
	NOTE: NO SPECIFICATIONS WERE PROVIDED TO AWWT, PUMP SIZING & DESIGN WAS PERFORMED BY OTHERS, AWWT IS NOT RESPONSIBLE OR LIABLE FOR PUMP PERFORMANCE NOTE: DUE TO THE CITY OF HUTTO CHOOSING OTHERS TO INSTALL & PLUMB SYSTEM, NO WARRANTY WILL BE PROVIDED BY AWWT			

ALL WORK HAS BEEN COMPLETED AS SPECIFIED & ACCORDING TO STANDARD INDUSTRY PRACTICES. ADVANCED WATER WELL TECHNOLOGIES, LLC WARRANTIES ITS CRAFTSMANSHIP AGAINST CRAFTSMANSHIP DEFECTS FOR ONE (1) YEAR (DEFECTS TO BE DETERMINED ON A CASE BY CASE BASIS BY ADVANCED WATER WELL TECHNOLOGIES). IN INSTANCES WHERE MANUFACTURER'S WARRANTIES ARE REQUIRED, THE MANUFACTURER DETERMINES IF THE EQUIPMENT WILL BE WARRANTIED ON A CASE BY CASE BASIS. PAYMENT IN FULL IS DUE WITHIN 21 DAYS TO ADVANCED WATER WELL TECHNOLOGIES, LLC. BALANCES NOT RECEIVED WITHIN THIRTY (30) DAYS OF THE INVOICE DATE WILL BE CHARGED AN ADDITIONAL ONE & A HALF PERCENT (1.5%) OF THE ORIGINAL INVOICE AMOUNT EACH MONTH PAYMENT IS NOR RECEIVED, FOR A TOTAL OF EIGHTEEN (18%) PER ANNUM. REGULATED BY TDLR: WWW.TDLR.GOV, WATER.WELL@TDLR.GOV, (800) 803-9202, LICENSE NUMBER 58574 KPT

TOTAL \$103,876.00



14394 E INTERSTATE HWY 10
CONVERSE, TX 78109
OFFICE: (830) 865-2362
FAX: (830) 865-2362

QUOTATION

PROJECT NAME / NUMBER: SHILOH SPLIT CASE REPLACEMENT
QUOTATION NUMBER: 20190509-1
DATE: 5/9/19
CUSTOMER P.O. NUMBER: _____
CUSTOMER NAME: CITY OF HUTTO
ADDRESS (LINE 1): 500 W. LIVE OAK STREET, HUTTO, TX 78634
ADDRESS (LINE 2): _____
PHONE NUMBER: 512-759-4038
EMAIL ADDRESS: MD.HOSSAIN@HUTTO.TX.GOV

PRIMARY SCOPE OF WORK: PATTERSON SPLIT CASE PUMPS AND MOTOR (INSTALLATION NOT INCLUDED)		SALES REP: Roxana Bagwell		
No.	DESCRIPTION	Unit	Price	Line Total
1	PATTERSON MODEL BARE 6 X 5 MAA SINGLE STAGE HORIZONTAL SPLIT CASE PUMPS WITH A 10" IMPELLERS RATED AT 3600 RPM WITH THE FOLLOWING FEATURES: MATERIALS OF CONSTRUCTION, MANUFACTURE STANDARD MATERIALS, MECHANICAL SEALS, PUMP TO MOTOR COUPLING, TEST: HYDROSTATIC, INCLUDES OPERATION MANUAL AND FREIGHT AVAILABILITY APPROXIMATELY 3 WEEKS FROM RECEIPT OF PURCHASE ORDER	2	\$ 29,525.00	\$ 59,050.00
2	PATTERSON MODEL BARE 6 X 5 MAA SINGLE STAGE HORIZONTAL SPLIT CASE PUMPS WITH A 10" IMPELLER RATED AT 3600 RPM WITH THE FOLLOWING FEATURES: MATERIALS OF CONSTRUCTION, MANUFACTURE STANDARD MATERIALS, BASE / COUPLING / GUARD, MECHANICAL SEAL, MOTOR: WEG 150 HP, 3600 RPM MOTOR (TEFC ENCLOSURE, 460 / 3 / 60) TEST: HYDROSTATIC, INCLUDES OPERATION MANUAL AND FREIGHT, PUMP AND MOTOR TO BE DELIVERED TO CITY OF HUTTO STORAGE FACILITY WITH PROVISION FOR LONG TERM STORAGE AVAILABILITY APPROXIMATELY 8 WEEKS FROM RECEIPT OF ORDER	1	\$ 44,826.00	\$ 44,826.00
3	PLEASE NOTE: NO SPECIFICATIONS HAVE BEEN PROVIDED TO ADVANCED WATER WELL TECHNOLOGIES, PUMP SIZING NOT PERFORMED BY ADVANCED WATER WELL TECHNOLOGIES. PUMPS SIZED AND DESIGN BY OTHERS. ADVANCED WATER WELL TECHNOLOGIES IS NOT RESPONSIBLE OR LIABLE HOW PUMPS PERFORM WHEN SYNCING TO SYSTEM CONDITIONS. AFTER PUMPS ARE INSTALLED AND PERFORMANCE INFORMATION IS COLLECTED ADVANCED WATER WELL TECHNOLOGIES WILL INFORM CUSTOMER HOW PUMPS PERFORM WHEN SYNCING TO SYSTEM HEAD.	1		\$ -
4	PLEASE NOTE: THIS QUOTE DOES NOT INCLUDE ANY INSTALLATION SERVICES, START UP COST OR PERFORMANCE TESTING. INSTALLATION SERVICES, START UP COST AND PERFORMANCE TESTING OF NEW PUMPS ON EXISTING BASEPLATE WILL HAVE TO BE QUOTED AFTER SITE VISIT.	1		\$ -
5	NOTE: TERMS 21 DAYS AFTER INVOICED DATE	1		\$ -
6	NOTE: QUOTE IS VALID FOR 55 DAYS FROM THE DATE ON THIS QUOTE	1		\$ -
7	NOTE: NO TAXES ARE INCLUDED	1		\$ -
8	PLEASE NOTE: LEAD TIME SUBJECT TO CHANGE AT TIME OF ORDER	1		\$ -
9	PLEASE NOTE: MECHANICAL SEALS IN PUMP ARE NOT COVERED UNDER OUR STANDARD WARRANTY TERMS	1		\$ -
10	PLEASE NOTE: THIS QUOTE IS ONLY VALID IF ALL 3 PUMPS ARE PURCHASED, QUOTE MUST BE ADJUSTED IF QUOTATION IS PARTED OUT	1		\$ -
11	PUMPS TO BE PROVIDED WITH A 250 PSI DISCHARGE FLANGE	1		\$ -
12		1		\$ -
13		1		\$ -
14		1		\$ -
15		1		\$ -
Taxable (Yes/No): TBD Tax Rate: TBD % Applicable sales tax will be charged when invoiced.		Subtotal: \$ 103,876.00		
		Sales Tax: \$ -		
		Total: \$ 103,876.00		

ALTERNATES:			
Alt 1		\$ -	\$ -
Alt 2		\$ -	\$ -
Subtotal with Alternate:		\$ 103,876.00	
Sales Tax with Alternate:		\$ -	
Total with Alternate:		\$ 103,876.00	

Regulated by:
Texas Department of Licensing and Regulation
PO Box 12157 Austin, TX 78157 1-800-803-9202

SHIPMENT:		Advanced Water Well Technologies 14394 E INTERSTATE HIGHWAY 10 CONVERSE, TX 78109 (Contractor)	
SHIPPING DETAILS: Proposed Start Date: All prices above are subject to Federal, State and Local Sales Taxes. This quotation will automatically expire if Purchaser does not deliver a written acceptance to this contract by: 30 DAYS			
ACCEPTANCE OF THIS CONTRACT: The above prices, specifications, and conditions are satisfactory to the purchaser and are hereby accepted with signature below, Fax, Email, or verbal confirmation. Purchaser authorizes Advanced Water Well Technologies ("AWWT") and its subcontractors to do the work as specified. All work is to be completed as specified and according to standard industry practices. Any additional work or materials required due to unknown well conditions will result in an extra charge over and above the estimate. Our workers are fully covered by Workman's Compensation Insurance. We warrant our craftsmanship against craftsmanship defects for one year; defects to be determined on a case by case basis by AWWT. There is a manufacturers warranty on equipment for one year. The manufacturer determines if the equipment will be warranted or not on a case by case basis. Payment is due upon receipt of invoice and balances past due after 30 days are subject to 15% interest per annum.			

PURCHASER: City of Hutto
SIGNATURE: Bryan Frankford
DATE: 5/15/19

ADDRESS (LINE 1): _____
ADDRESS (LINE 2): _____
PHONE NUMBER: _____



OPERATION & MAINTENANCE MANUAL

FOR

CITY OF HUTTO

**HORIZONTAL SPLIT CASE PUMPS
PATTERSON MODEL: 6 X 5 MAA
PATTERSON ORDER NUMBER: SC-C0181056**

REPRESENTATIVE:

**PUMP SOLUTIONS, INC.
18594 US HIGHWAY 59
NEW CANEY, TX 77357-4884**

TABLE OF CONTENTS

SECTION 1	ENGINEERING DATA
	1.1 Design Data
	1.2 Engineering Data
	1.3 Outline Dimensions
	1.4 Assembly Section
	1.5 Material List
SECTION 2	OPERATION & MAINTENANCE MANUAL HSC PUMPS
	2.1 Operation & Maintenance Manual
SECTION 3	VENDOR DATA
	3.1 Mechanical Seal
	3.2 Falk T10 Couplings (Pump Half Only)
SECTION 4	PATTERSON PUMP PAINTING PROCEDURES
	4.1 Painting Instructions, PI-619-7

DESIGN DATA

SC-C0181056

PUMP: Patterson Pump Company
P. O. Box 790
2129 Ayersville Road
Toccoa, GA 30577

Phone: (706) 886-2101

Model: 6 X 5 MAA
Order Number: SC-C0181056

Flow: 1288 GPM
Head: 357 TDH
Speed: 3600 RPM

AOR: 300 to 1700 GPM

POR: 902 to 1545 GPM



6 x 5 MAA SPLIT CASE PUMP

SECTION A5
PAGE 8
DATE: JAN. 2, 2000

ENGINEERING DATA:

GENERAL	
BARE PUMP WEIGHT	415#
MAXIMUM OPERATING TEMPERATURE - F °	200
MAXIMUM WORKING PRESSURE	175
HYDROSTATIC TEST PRESSURE	263

CASING	
CASING MATERIAL	CAST IRON
STANDARD DISCHARGE FLANGE RATING	125# - FF
STANDARD SUCTION FLANGE RATING	125# - FF
CASING WALL THICKNESS	3/8"
VENT/PRIMING NPT	1/2"
GAUGE NPT	1/4"
DRAIN NPT	1/2"

	IMPELLER	
	B-11312	B-11313B
MAXIMUM DIAMETER	10"	11"
MINIMUM DIAMETER	7"	7"
MAXIMUM SHPERE	3/4"	3/4"
NUMBER OF VANES	7	7
EYE AREA SQ. IN.	15	23
WEIGHT	33#	38#
WR ^2 for MAXIMUM DIAMETER (LBS-FT^2)	2.6	3.3
NOMINAL DIAMETRICAL WEAR RING CLEARANCE	.015"	.015"

SHAFT AND BEARING		
SHAFT DIAMETER	AT COUPLING	1 1/4"
	AT IMPELLER	1 5/8"
	AT SHAFT SLEEVE	1 5/8"
CENTER TO CENTER OF BEARINGS		25"
KEYWAYS	AT COUPLING	1/4" X 1/8"
	AT IMPELLER	1/4" X 1/8"
INBOARD BEARING		6307
OUTBOARD BEARING		7307 BYG

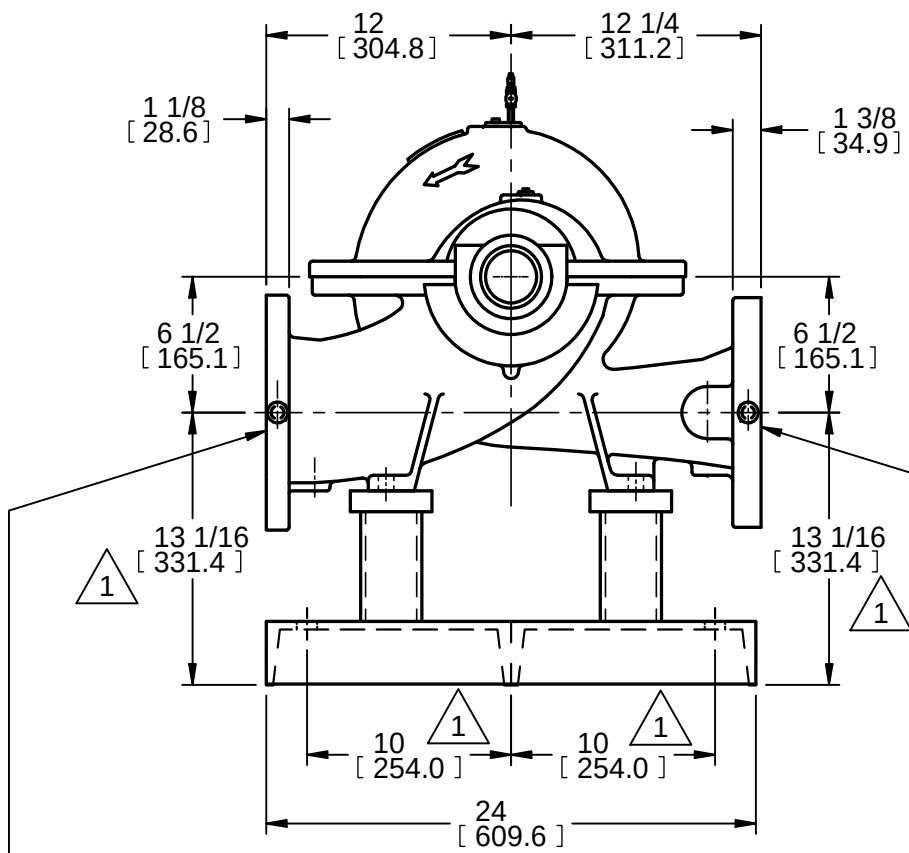
PACKING BOX		
SLEEVE O.D.		2 1/8"
PACKING BOX BORE		3 1/16"
PACKING BOX DEPTH		3"
BOX INLET NPT		1/4"
PACKING	SIZE	7/16"
	NUMBER OF RINGS	5
	WATER SEAL RING WIDTH	5/8"

A02-74128

UNIT:	City of Hutto				PPC ORDER No:	
JOB:	PUMP SOLUTIONS INC.				CUSTOMER PO No:	
PUMP:	6x5MAA	CAPACITY:	1181	G.P.M. @:	321	FT. HD.
MOTOR:	WEG	MAKE:	TEFC	FRAME:	444-445TS	
125 H.P.	3 PHASE	60	CYCLE	460	VOLT	3560 R.P.M.
CERTIFIED BY:				DATE:		

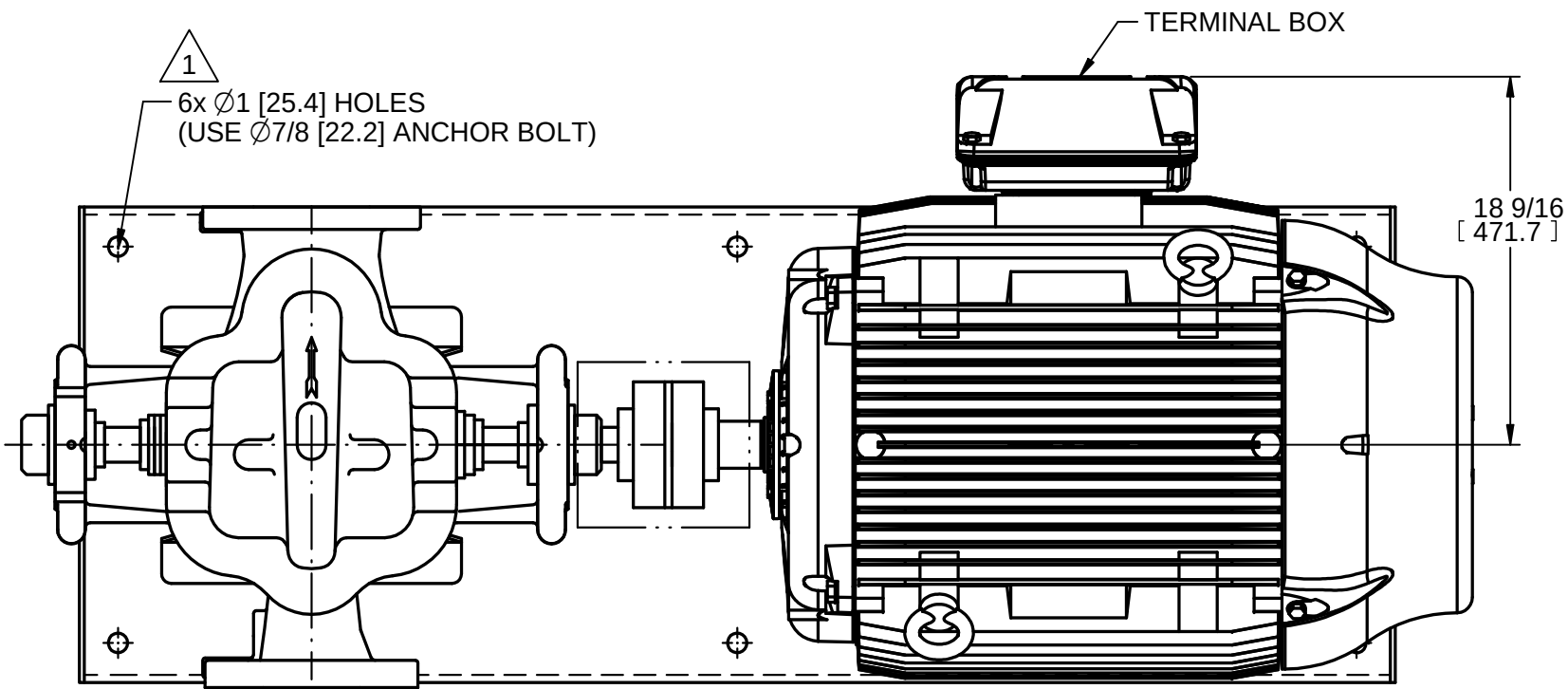
- NOTES:
- 1) CLOCKWISE ROTATION SHOWN WHEN VIEWED FROM THE DRIVER END. SUCTION IS ON THE RIGHT, DISCHARGE IS ON THE LEFT.
- 2) GROUT HOLES ARE PROVIDED. IMPORTANT; BASEPLATES MUST BE GROUTED TO THEIR FULL DEPTH.
- 3) PRIMARY DIMENSIONS ARE INCHES, SECONDARY DIMENSIONS ARE MILLIMETERS.
- 4) ALL DIMENSIONS ARE ± 1/4" [6.4mm] (EXCEPT FOR FLANGE DRILLINGS).

APPROX. WEIGHTS:		
PUMP =	415 LBS	188 KG
MOTOR	1751 LBS	794 KG
CPLG. =	22 LBS	10 KG
GUARD =	12 LBS	5 KG
BASE =	400 LBS	181 KG
TOTAL =	2600 LBS	1179 KG

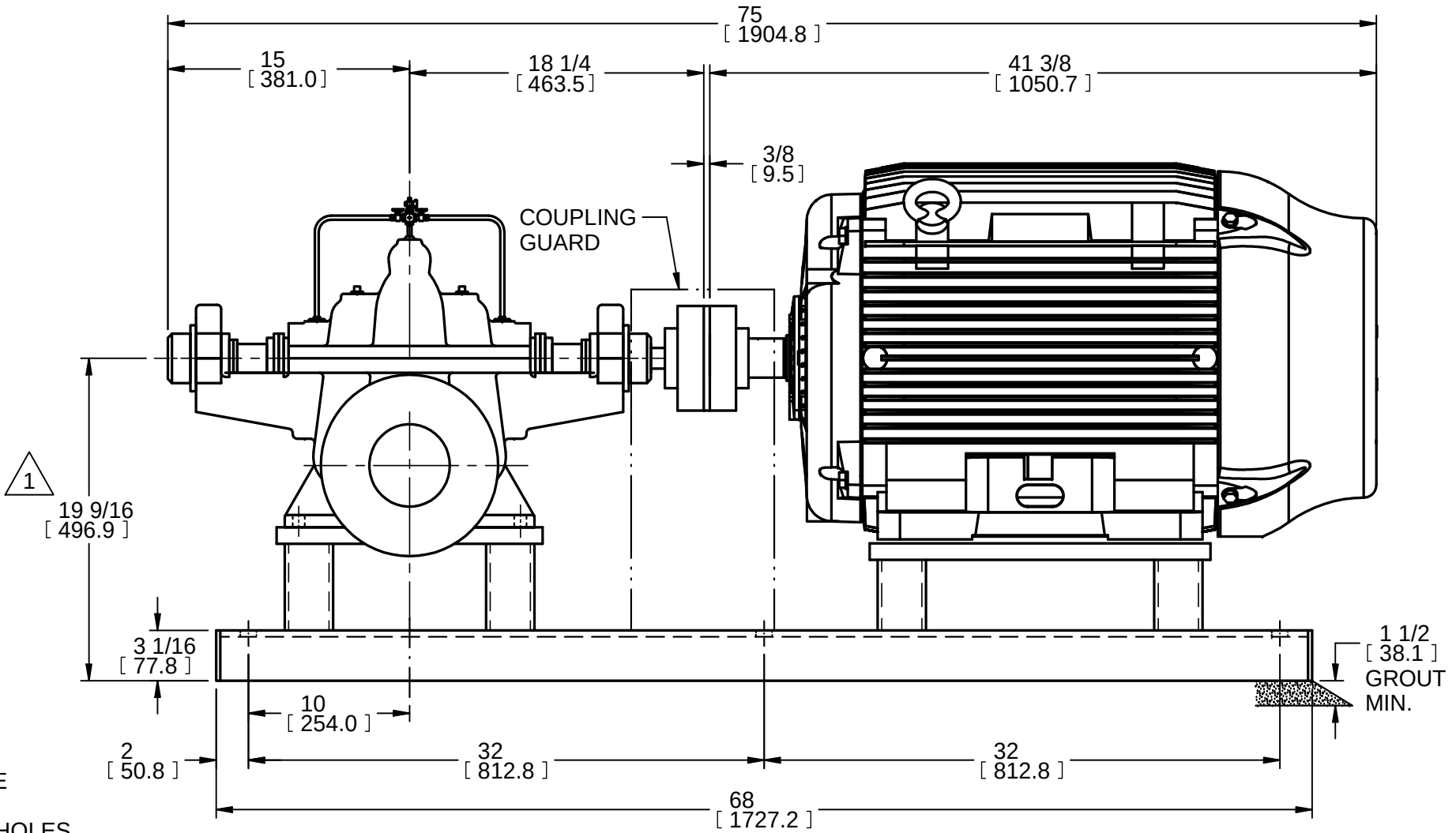


125 CLASS F.F.
Ø6 [152.4] SUCTION
Ø11 [279.4] FLANGE
8x Ø7/8 [22.2] BOLT HOLES
EQ. SP. ON A Ø9 1/2 [241.3] B.C.
B.C. STRADDLES C

250 CLASS F.F.
Ø5 [127] DISCHARGE
Ø11 [279.4] FLANGE
8x Ø7/8 [22.2] BOLT HOLES
EQ. SP. ON A Ø9 1/4 [235] B.C.
B.C. STRADDLES C



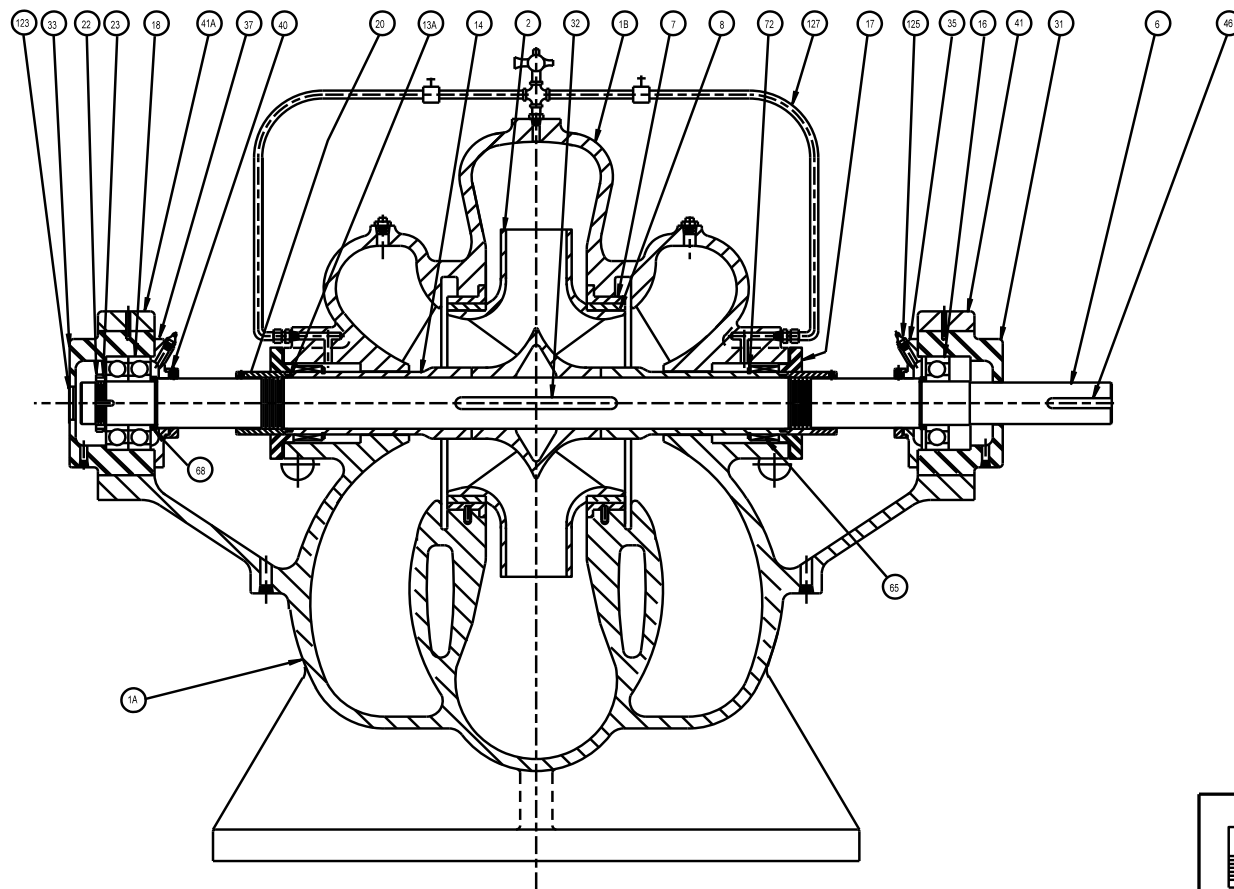
PLAN VIEW



PATTERSON PUMP COMPANY
A GORMAN-RUPP COMPANY

OUTLINE DIMENSIONS
6x5MAA PUMP
w/ WEG 444-445TS MOTOR

DWG. NO.	C02-151519	REV.	1
DRAWN	mcaudell	DATE	MAY 30, 2019
SCALE	NONE	APPRVD.	BG



ITEM	DESCRIPTION
1A	LOWER CASING
1B	UPPER CASING
2	IMPELLER
6	SHAFT
7	CASING RING
8	IMPELLER RING
13A	SHAFT SLEEVE PACKING
14	SHAFT SLEEVE
16	INBOARD BEARING
17	GLAND
18	OUTBOARD BEARING
20	SLEEVE NUT
22	LOCKNUT
23	LOCKWASHER
31	INBOARD BEARING HOUSING
32	IMPELLER KEY
33	OUTBOARD BEARING HOUSING
35	INBOARD BEARING COVER
37	OUTBOARD BEARING COVER
40	DEFLECTOR
41	INBOARD BEARING CAP
41A	OUTBOARD BEARING CAP
46	COUPLING KEY
65	MECHANICAL SEAL
68	SHAFT COLLAR
72	SNAP RING
123	BEARING END COVER
125	GREASE FITTING
127	SEAL WATER PIPING



PATTERSON PUMP COMPANY

A SUBSIDIARY OF THE GORMAN-RUPP COMPANY

TOCCOA, GEORGIA

ASSEMBLY SECTION

for

GROUP 3

W/ MECHANICAL SEALS

DRAWN	DATE	DRAWING NO.
HOWARD	2-5-97	
SCALE	APPRVD	
NONE	A.P.	

C02-65397

4 X 3 ME
5 X 4 M
6 X 5 MAA
8 X 6 MJ
8 X 6 YR

MATERIAL LIST **GROUP 3** **PRG MECHANICAL SEAL**

Reference: Assembly Section C02-65397

ITEM	DESCRIPTION	MATERIAL
1A	Lower Half Casing	Cast Iron – ASTM A48-CL40
1B	Upper Half Casing	Cast Iron – ASTM A48-CL40
2	Impeller	Bronze – ASTM B148 C95400
6	Shaft	Alloy Steel – AISI 1141
7	Casing Ring	Bronze – ASTM B505-954
8	Impeller Ring	Bronze – ASTM B505-954
13A	Shaft Sleeve O-ring	Nitrile
14	Shaft Sleeve	Bronze – ASTM B505-954
16	Inboard Bearing	Single Row Ball – Mfg Std
17	Gland	Cast Iron – ASTM A48-CL30
18	Outboard Bearing	Back-to-Back Ball – Mfg Std
20	Shaft Sleeve Nut	Bronze – ASTM B505-932
22	Locknut	Steel – Mfg Std
23	Lock Washer	Steel – Mfg. Std.
31	Inboard Bearing Housing	Cast Iron –ASTM A48-CL30
32	Impeller Key	Stainless – AISI 304
33	Outboard Bearing Housing	Cast Iron – ASTM A48-CL30
35	Inboard Bearing Cover	Cast Iron – ASTM A48-CL30
37	Outboard Bearing Cover	Cast Iron – ASTM A48-CL30
40	Deflector	Aluminum – Mfg Std
41	Bearing Cap	Cast Iron – ASTM A48-CL30
46	Coupling Key	Steel – ASTM A108-1018
65	Mechanical Seal	Patterson PRG-3
68	Shaft Collar	Steel – ASTM A108-1018
72	Snap Ring	Stainless Steel
123	Bearing End Cover	Steel – Mfg Std
125	Grease Fitting	Steel – Mfg. Std.
127	Seal Piping	Copper Tubing

GRP3PRG



OPERATION & MAINTENANCE MANUAL FOR TYPE HSC PUMPS

**PATTERSON PUMP COMPANY
A GORMAN-RUPP COMPANY
PO Box 790
2129 Ayersville Road
Toccoa, Georgia 30577, USA
Telephone: 706-886-2101**

Revision 10-2016

SAFETY TERMINOLOGY AND SYMBOLS



This symbol indicates electrical safety instructions where noncompliance will involve a high risk to personal safety or the loss of life.



This symbol indicates safety instructions where noncompliance would affect personal safety and could result in loss of life.



This symbol indicates safety instructions where noncompliance will involve some risk to safe operation and personal safety and/ or would damage the equipment or property.

INTRODUCTION

Patterson pumps, when properly installed and operated, and when given reasonable care and maintenance, will operate satisfactorily for a long period of time. This manual outlines the general principles that should be considered to ensure trouble-free pump operation.

Patterson pumps are built in a wide variety of designs and for many different services. This instruction manual should be studied carefully and followed, as there may be specific requirements for this unit and application that cannot be covered in a general discussion. These special instructions included within should be read thoroughly before operating the equipment.

GENERAL GUIDELINES



These instructions must always be kept close to the product's operating location or directly with the product.

These instructions are intended to facilitate familiarization with the product and its permitted use. Operating the product in compliance with these instructions is important to help ensure reliability in service and avoid risks. The instructions may not reflect all current legal requirements and local regulations; ensure that such requirements and regulations are observed by all, including those installing the product. Always coordinate repair activity with operations personnel, and follow all plant safety requirements and applicable safety and health laws/regulations.

SAFETY PRECAUTIONS

WARNING

Do not operate this equipment in excess of its rated speed or other than in accordance with the instructions contained in this manual.

The equipment has been found satisfactory for the conditions for which it was sold, but its operation in excess of these conditions may subject it to stresses and strains which it was not designed to withstand.

For equipment covered by this instruction book, it is important to observe safety precautions to protect personnel from possible injury. Among the many considerations, personnel should be instructed to:

- avoid contact with rotating parts
- avoid bypassing or rendering inoperative any safeguards or protective devices
- avoid extended exposure in close proximity to machinery with high noise levels
- use proper care and procedures in handling, lifting, installing, operating and maintaining the equipment
- do not modify this equipment – consult factory if modification is deemed necessary
- do not substitute for repair parts which can be provided by the equipment manufacturer. Safe maintenance practices with qualified personnel are imperative.



DANGER

Failure to heed this warning may result in an accident causing personal injury.

INITIAL INSPECTION

Upon delivery of the pumping unit verify that all items on the bill of lading are present. Also verify that the pump unit is not damaged. Immediately report any shortages or any damage to the Freight Company. List the damage or shortages on the bill of lading and the freight bill.

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SECTION 1

GENERAL INFORMATION

This manual covers the installation, operation and maintenance of Patterson Pump Type HSC pumps. The pump is a centrifugal, single stage; single suction type furnished with mechanical seals. When properly installed and when given reasonable care and maintenance, centrifugal pumps should operate satisfactorily for a long period of time. Centrifugal pumps use the centrifugal force principal of accelerating the liquid within a rotating impeller, and then collecting it and converting it to pressure head in a stationary volute.

The pump consists of two assemblies:

1. Volute assembly or stationary part
2. Rotating element or moving part

The back pullout design allows for removal of the motor and integral rotating element without disturbing the suction and discharge piping. The suction and discharge nozzles are drilled and tapped for gauge connections. Pump casings are drilled and tapped for complete pump drain. Casing wear rings are provided as standard equipment.

SECTION 2

STORAGE & PROTECTION

All pumps are shop serviced and ready for operation when delivered, but there are occasions when considerable time elapses between the delivery date and the time the pump is put into operation. Equipment which is not in service should be kept in a clean, dry area. If equipment is to be stored for long periods of time (six months or more); the following precautions should be taken to insure that the equipment remains in good condition.

1. Unpainted-machined surfaces, which are subject to corrosion, should be protected by some corrosive resistant coating.
2. The shaft should be rotated 10 to 15 revolutions by hand periodically in order to spread the lubricant over all the bearing surfaces. Suitable intervals are from one to three months, depending on atmospheric conditions, etc. In order to insure that the pump shaft does not begin to sag, do not leave the shaft in the same position each time.
3. Space heaters on motors and controllers should be connected and fully operable if

atmospheric conditions approach those experienced in operation. Consult instruction manuals for other precautions concerning storage of individual components of pumping unit.

4. Fresh lubricant should be applied to bearings upon removal of equipment from storage.

SECTION 3

INSTALLATION

3-1 Location:

Several factors should be considered when selecting a location for the pumping unit (pump and drive). The unit should be accessible for both inspection and maintenance. Headroom should be provided for the use of crane, hoist or other necessary lifting devices. The pump should be located as close as possible to the liquid supply so that the suction line is short and direct. Location should require a minimum of elbows and fittings in the discharge line to minimize friction losses. The unit should be protected against flooding.

3-2 Mounting:

Pumps can be mounted on steel bases, raised concrete pads or floor as long as the mounting surface is level. The mounting surface must be solid and rigid enough to support the pump unit without deflection or vibration. To facilitate the leveling of the pump use a spirit level and short pieces of pipe in the threaded nozzles to determine if the pump is level in all directions.

3-3 Alignment:

The pump unit has been manufactured to allow field alignment. The unit must be properly aligned at the time of installation. Reliable trouble-free and efficient operation of a unit depends upon correct alignment. Misalignment may be the cause of noisy pump operation, vibration, premature bearing failure, or excessive coupling wear. Factors that may change the alignment of the pumping unit are settling of the foundation, springing of the base plate, piping strains, a shift of the pump or drive on the foundation. When checking coupling alignment, remember flexible couplings are not intended to be used as universal joints. The purpose of a flexible coupling is to compensate for temperature changes and to permit end movement of the shafts without interference with each other.

Two types of misalignment may exist: parallel misalignment and angular misalignment. Limits of misalignments are stated in the coupling manufacturer's instructions, but should be kept to a minimum for maximum life of equipment components.

To check coupling alignment, the following procedure should be followed:

1. Set the coupling gap to the dimension shown on the coupling data sheet.

2. Check for parallel misalignment by placing a straight edge across both coupling halves at four points 90° apart. Correct alignment occurs when the straight edge is level across the coupling halves at all points.
3. Check angular misalignment with a feeler gauge at four points 90° apart. Correct alignment occurs when the same gauge just enters between the halves at all four points.

Angular and parallel misalignment is corrected by shifting the motor and adding or removing shims from under the motor feet. After each change, it is necessary to recheck the alignment of the coupling halves. Adjustment in one direction may disturb adjustment already made in another direction.

The importance of correct alignment cannot be overemphasized. Alignment should be checked and corrected as required after:

1. Mounting
2. Piping is connected
3. Pump or driver is moved for any reason.



The importance of correct alignment cannot be overemphasized. The following procedure should be used for initial installation.

1. Mount pump assembly on steel base, concrete pad or floor and tighten bolts evenly, but not too tight.
2. At this point check alignment of the coupling. This should not be more than that recommended by the coupling manufacturer.
3. If misalignment is evident, determine which direction the coupling needs to be moved.
4. Loosen all nuts and add the shims underneath the driver to obtain final alignment.

Alignment should be checked and corrected as required after:

- Mounting
- Piping is connected
- Pump or driver is moved for any reason

3-4 Wiring and Controls:

The electric motor power supply connections must conform to national and local codes. The motor ratings stamped on the motor nameplate must match the line voltage and wire capacity. **DO NOT USE ANY OTHER VOLTAGE.**

SECTION 4

OPERATION



Do not exceed the rated working pressure of the pump.

The sum of the suction pressure and the maximum pump operating head (converted to units of pressure) must be less than the pump working pressure, at all times.

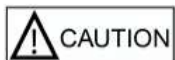


Do not exceed the pressure capabilities of the mechanical seals.

The pressure on the mechanical seals for this pump type is equal to the suction pressure. The suction pressure must not exceed the rated working pressure of the mechanical seals.

4-1 Starting:

- Turn the pump shaft by hand to insure that the parts do not bind
- Open the valve in the pump suction line, if fitted
- Close discharge valve
- Prime the pump in one of the following ways:
 1. If the pump operates under positive pressure, open vent valve on top of the pump casing. After all entrained air has escaped, close the vent valves. Rotate the shaft, if possible, to allow any air trapped in the impeller passages to escape.
 2. If the pump operates on a suction lift and a foot valve is included in the system, fill the pump and the suction line with liquid from an outside source. Trapped air should be allowed to escape through the vent valve while filling.
 3. If the pump operates on a suction lift and no foot valve is provided, use a vacuum pump or ejector operated by air, steam, water, etc. to evacuate air from the pump case and suction line by connecting the ejector to the priming connection on top of the pump case.
- Check direction of rotation before starting pump. Rotation should be the same as the direction arrow on the case.



- Do not operate without liquid. Pump seals depend on the liquid being pumped for lubrication.

- Make sure pump is primed and that no air is in the suction piping and the pump case.
- Make sure all valves open or closed as required by your specific requirements.

Start driver:

Open discharge valve slowly when the pump is up to speed.



Overheating and/or loss of prime will result if the pump is operated against a closed valve for more than a few minutes.

NOTE: Should the pump fail to build up pressure or discharge water when the discharge valve is opened, stop the pump and read **Section Locating Operating Difficulties**.

4-2 Shutdown:

The pump may be stopped with the discharge valve open without causing damage. However, in order to prevent water hammer effects, as a general recommendation the discharge valve should be closed first.

1. Close discharge valve.
2. Stop driver.
3. If danger of freezing exists, isolate the pump by closing a valve in the pump suction line, if fitted, and drain the pump completely.

SECTION 5 MAINTENANCE

1. There should be no mechanical seal leakage except for a brief break in period.
2. Mechanical seals should be replaced if they are leaking.
3. **Refer to the motor manufacturer's instructions for periodic maintenance requirements.**
4. Check that electrical control equipment contacts are in good condition and clean.
5. Bearing relubrication requirements – refer to the table **“Pump Bearing Relubrication Requirements”**. Do not over lubricate the bearings. Such action will cause bearings

to overheat.

6. Refer to the “**General Pump Inspection and Maintenance Schedule**” for best results.

HSC Pump Bearing Relubrication Requirements					
Relubrication Interval*** (Operating Hours)	Pump Speed	Bearing Group Number*			
		1	2	3	4
	1000 RPM	20,000	20,000	19,000	15,000
	1200 RPM	19,000	18,000	15,000	12,000
	1500 RPM	15,000	14,000	12,000	9,000
	1800 RPM	12,500	11,000	9,000	7,000
	3000 RPM	7,500	6,500	5,000	3,500
	3600 RPM	5,000	5,000	4,000	2,000
Relubrication Amount of Grease	Ounces (cc)	¼ (8)	¼ (8)	3/8 (11)	3/8 (11)
	Number of Strokes**	8	8	12	12

* The bearing group for a pump is the suffix in the model designation. For example, model S8A12A-3 uses bearing group 3.

** These values are for a typical grease gun having a capacity of 1 ounce (30 cc) of grease per 30 strokes. **IMPORTANT** - The number of strokes should be adjusted according to the actual grease gun used.

*** These relubrication intervals are based on bearing temperatures up to 150 degrees F (65 degrees C), measured on the bearing housing. The intervals should be halved for every increase in temperature of 25 degrees F (15 degrees C), above 150 degrees F (65 degrees C), to allow for more frequent relubrication, but the maximum operating temperature for the grease used must not be exceeded. The bearings must also be relubricated more frequently when there is a risk of becoming contaminated, such as a dirty, dusty, or wet environment.

Relubrication procedure:

- 1) Clean grease fitting and outside of bearing housing.
- 2) Remove drain plug.
- 3) Inject grease according to the table above.
- 4) Start and run the pump for a short time to allow any excess grease to purge.
- 5) Wipe off any excess grease that may have purged and replace drain plug.

General Pump Inspection and Maintenance Schedule HSC Split Case Pumps

Excludes motors, VFD's, and controls.

Contact Patterson Pump Company if assistance is needed to determine the inspection and service requirements for a specific pump

Inspect (✓) or service (●) at the indicated calendar time or run time interval – whichever comes first	4 hours	Routinely	Monthly	2000 hours or 3 months	4000 hours or 6 months	8000 hours or 12 months
Unusual noise		✓				
Unusual vibration		✓				
Unusual temperature		✓				
Leaks in pump or piping		✓				
Pressure gauge readings		✓				
Visual inspection of equipment general condition		✓				
Anytime a pump is opened, inspect the running clearances and restore them to original specifications if the running clearances have doubled (install new wear rings)		✓ ●				
Anytime a pump is opened, inspect the impeller for corrosion or		✓ ●				
Mechanical seal (should be no leakage)		✓				
Drain lines are working properly		✓				
Coupling integrity		✓				
Operate the pump			✓			
Tightness of foundation and hold-down bolts				✓		
Check coupling alignment and integrity (maintain records)				✓		
Add grease to pump anti-friction bearings (maintain records)				✓		
Check and flush seal water and drain piping						✓
Perform a comparative field test (flow, pressures, and power) with calibrated instruments. Restore internal running clearances if results are unsatisfactory (install						✓ ●
Perform a comparative vibration test						✓
Inspect sleeves. Replace if worn.						✓ ●
Realign coupled pumps (maintain records)						✓

SECTION 6

REPAIRS AND REPLACEMENT



DANGER

Whenever any disassembly work is to be done on the pump, disconnect the power source to the driver to eliminate any possibility of starting unit. It is advisable that a qualified Pump service technician does the disassembly and reassembly of the pump.

6-1 To Remove Rotor:

Reference: Pump Assembly Section

1. Remove coupling guard and disconnect coupling halves.
2. Disconnect any piping from the upper half casing (1B) that will interfere with its removal.
3. Remove bolting from the casing parting flanges and bearing caps. Remove the bearing caps
4. Loosen and remove all three screws in each mechanical seal gland (17).
5. Remove alignment pins between the upper and lower casing halves (1A & 1B).
6. Remove upper casing half (1B) by lifting straight up until clear of the impeller.
7. Place slings around the shaft near the bearing locations and lift the rotating element from the lower casing (1A).
8. Place rotating element in a clean, dry work area for necessary disassembly. Case wear rings (7) will be loose on assembly.

6-2 Disassembly of Rotating Element:

1. Remove the case wear rings (7) that will be loose on the assembly.
2. Remove the screws holding the bearing housings (31 & 33) to the bearing covers (37).
3. Remove bearing housings (31 & 33), exposing bearings (16 & 18). There is a bearing spacer (78) that is a loose part in the outboard bearing housing (33). This will be needed at reassembly of the pump.
4. Remove the outboard bearing retaining ring (18A).

5. Remove the bearings (16 & 18) from the shaft (6).
6. Remove the bearing covers (37) from the shaft (6).
7. Remove the glands (17) and mechanical seals (65) from the shaft (6).
8. Remove the shaft sleeve retaining rings (14A) and shaft sleeves (14).
9. Remove the impeller (2) from the shaft (6), noting the rotation direction of the impeller vanes relative to the coupling end of the shaft, for reassembly later.

6-3 Cleaning:



Petroleum based cleaning solvents are flammable. Smoking or open flames in the vicinity of these solvents is extremely hazardous and must not be permitted. Disregarding this warning could result in grave personal injury.

Clean all metal parts with a solvent. Use a bristle brush (not metal or wire) to remove tightly adhering deposits.

A fiber scraper may be used to remove the gasket and shellac from casing flange. Blow dry with clean dry compressed air.



Never use hydrocarbon liquids (oil or solvent) to clean mechanical seal parts. Use of oil or solvent will deteriorate material used on the seal.

Use mild soap solution to clean seal parts. Use only your finger to remove dirt. Rinse with clean water and dry with mild air stream. Use care not to damage or scratch lapped surfaces.

6-4 Inspection:

Visually inspect parts for damage affecting serviceability. Check o-rings and gaskets for cracks, nicks, or tears; packing rings for excessive compression, fraying or shredding, and embedded particles. Replace if defective in any way. Mount shaft between lathe centers and check eccentricity for entire length of the shaft. Eccentricity should not exceed .002 inches (0.05 mm). Bearing surfaces should be smooth; shoulders square and free of nicks.

Measure OD of impeller hub and ID of pump casing. Compute diametrical clearance (ID minus OD) and compare with the original pump specifications. Surfaces must be smooth and concentric. Examine impeller passages for cracks, dents or embedded material. Examine shaft sleeves for wear.

6-5 Reassembly:

The following should prove helpful in reassembling the pump:

1. All parts, inside and out, should be clean. Dirt and grit will cause excessive wear, plus needless shutdown.
2. Install the impeller key (32) and impeller (2) onto the shaft (6). Double check for correct rotation.
3. Lubricate the O.D. of the shaft sleeve (14) and the I.D. of the opposite half of the mechanical seal (65) using **Dow Corning Molykote 111 Compound** (available from Motion Industries, 545 Olympic Drive, Athens, GA 30601, USA, Phone: 706-353-7780, Fax: 706-546-1427) or equivalent. Press the shaft sleeve (14) through the mechanical seal (65). Coat the interior of the shaft sleeve (14) with **Dow Corning 732 Multi-Purpose Sealant or equivalent**. Repeat for other side.
4. Install the sleeves (14) onto the shaft (6) and install retaining rings.
5. Press the mechanical seal faces (65) into the glands (17) and install O-Rings. Lubricate O-rings using **Dow Corning Molykote 111 Compound** or equivalent.
6. Assemble the glands (17) onto the shaft (6).
7. Press the lip seals (89) into the bearing covers (37) and install the covers (37) onto the shaft (6).
8. Press the bearings (16 & 18) onto the shaft (6).
9. Install the bearing spacer ring (78) into the outboard bearing cartridge (33) and the seal (89A) into the inboard bearing cartridge (31).
10. Install the cartridges (31 & 33) onto the bearings (16 & 18) and fasten them to the bearing covers (37).
11. Install the dowel pins into the case rings (7) and slide onto the impeller (2).
12. Lower the rotating element into the lower half casing (1A). Note: Align the grooves in the O.D. of the cartridges (31 & 33) with the machined side of the casing. This centers the impeller in the volute. Align the thru holes in the cartridges (31 & 33) and glands (17) with the holes in the casing (1A & 1B).
13. Start the socket head cap screws to hold the glands (17) into the casing (1A & 1B) in the hole located at bottom dead center. (There are drilled holes in the cartridges for access to these cap screws). Tighten and then back off one half round.
14. Before placing the parting flange gasket (73) into position, place a 1/8" tp 3/16" bead of **Permatex Ultra Blue RTV Silicone Product No. 77B** or equivalent sealant on the parting flange inside the perimeter of parting flange bolt locations and adjacent to the hydraulic passages.
15. Place the parting flange gasket (73) into position onto the lower casing half (1A).
16. Before placing the upper casing half (1B) into position, place a 1/8" to 3/16" (3 to 5

mm) bead of **Permatex Ultra Blue RTV Silicone Product No. 77B** or equivalent sealant on top of the parting flange gasket inside the perimeter of parting flange bolt locations and adjacent to the hydraulic passages

17. Lower the upper half casing (1B) into position. Install alignment pins at the casing parting flange joint.
18. Install and tighten all three screws in each gland (17).
19. Install case parting flange bolts and tighten.
20. Install bearing caps. Insert alignment pins into bearing cartridges (31 & 33). (Drill cartridges for pins if new.)
21. Torque all parting flange bolts, including the bearing cap bolts using the following appropriate dry torque values according to the bolt size:
 - $\frac{1}{2}$ " – 75 to 90 ft-lbs (10 to 13 kgf-m)
 - $\frac{5}{8}$ " – 150 to 180 ft-lbs (21 to 25 kgf-m)
 - $\frac{3}{4}$ " – 260 to 300 ft-lbs (36 to 42 kgf-m)
22. Install all fittings and tubing that were removed.
23. Rotate by hand to insure that the parts do not bind.

LOCATING OPERATING DIFFICULTIES

In the majority of cases, operating difficulties are external to the pump and the following causes should be carefully investigated before undertaking repairs:

No Water Delivered

- Pump not primed – indicated by no pressure on discharge.
- Speed too low – indicated by low pressure on discharge.
- Valve closed – indicated by high discharge head.
- Impeller completely plugged up – indicated by low discharge pressure.

Abnormally Small Quantities Delivered

- Air leaks in suction pipe or stuffing boxes.
- Speed too low.
- Discharge head higher than anticipated.
- Impeller partially plugged up.
- Obstruction in suction line.
- Mechanical defects: Impeller damaged; casing or seal defective.

Insufficient Pressure

- Speed too low. Might be caused by low voltage or current characteristics different from nameplate reading on the motor.
- Air in water will cause the pump to make a cracking noise.
- Mechanical defects: worn casing rings, impeller damaged, defective casing or seal.

Intermittent Operation

- Leaky suction line.
- Water seal plugged (hence, a leaky stuffing box).
- Suction lift too high.
- Air, gas or vapor in liquid.

Pump Overloads Driver

- Speed too high.
- Head lower than rated, hence, pumping too much water. (This is valid for low specific speed pumps).
- Mechanical defects: stuffing boxes too tight, shaft bent, rotating element binds.
- Rubbing due to foreign matter in the pump between the case ring and the impeller.

Pump Vibrates

- Misalignment.
- Foundation not sufficiently rigid.
- Impeller partially clogged.
- Mechanical defects: bent shaft, rotating element binds, bearings worn, coupling defective.
- Suction and discharge pipes not anchored.
- Pump cavitating from too high a suction lift.
- Air entrainment in the pump suction due to low submergence.

RECOMMENDED SPARE PARTS FOR HVES PUMPS

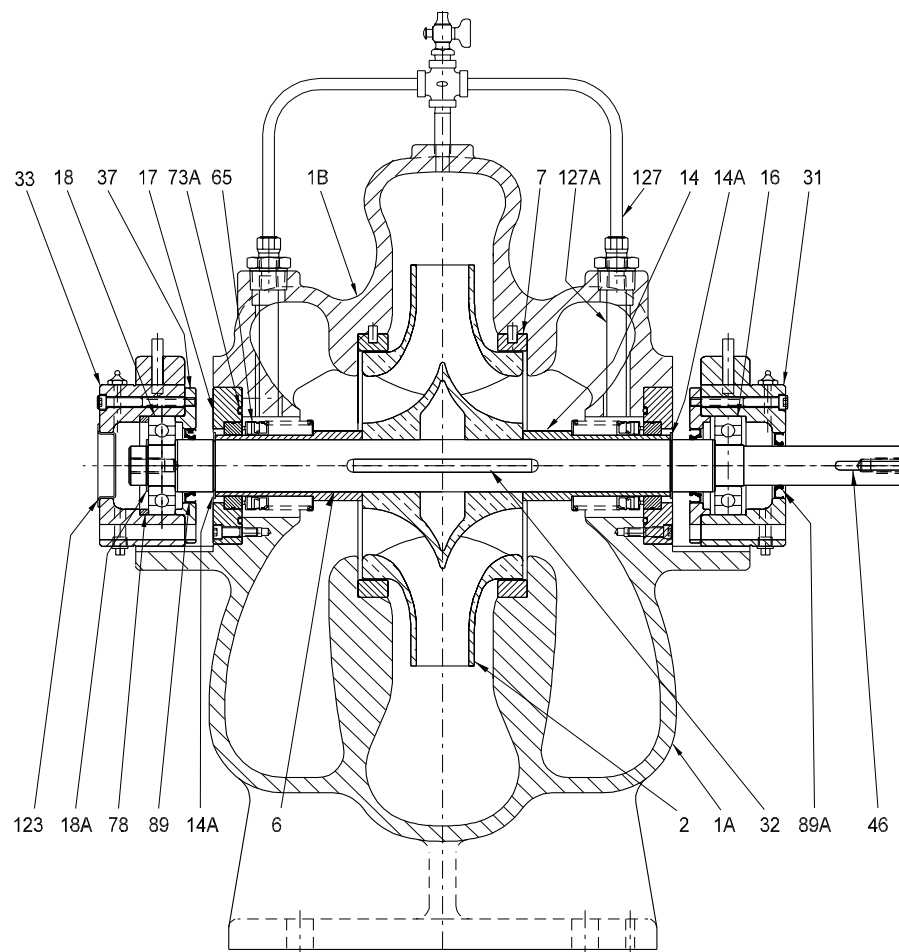
Reference: Assembly Section

INTERMITTENT DUTY

Number	Description
7	Casing Ring
14	Shaft Sleeve
65	Mechanical Seal
	Set of gaskets and O-Rings
	Coupling and its accessories (not shown)
	Permatex Ultra Blue RTV Silicone Product No. 77B or equivalent
	Dow Corning 111 Valve lubricant & Sealant or equivalent
	Dow Corning 732 Multi-Purpose Sealant or equivalent

CONTINUOUS DUTY

Number	Description
2	Impeller
6	Shaft
7	Casing Ring
14	Shaft Sleeves
16	Bearing (inboard)
18	Bearing (outboard)
	Bearing Retaining Rings
	Shaft Sleeve Retaining Rings
65	Mechanical Seal
	All Hardware (not shown)
	Set of gaskets and O-Rings
89 & 89A	Set of Lip Seals
	Coupling and its accessories (not shown)
	Permatex Ultra Blue RTV Silicone Product No. 77B or equivalent
	Dow Corning 111 Valve lubricant & Sealant or equivalent
	Dow Corning 732 Multi-Purpose Sealant or equivalent



Typical Assembly Section, Type HSC

ITEM	DESCRIPTION	MATERIAL	ITEM	DESCRIPTION	MATERIAL
1A	LOWER HALF CASING	Cast Iron - ASTM A48-CL30	31	INBOARD BEARING HOUSING	Cast Iron - ASTM A48-CL30
	LOWER HALF CASING (Opt)	Ductile Iron - ASTM A536 Grade 65-45-12	32	IMPELLER KEY	Stainless Steel - ASTM Type 304
1B	UPPER HALF CASING	Cast Iron - ASTM A48-CL30	33	OUTBOARD BEARING HOUSING	Cast Iron - ASTM A48-CL30
	UPPER HALF CASING (Opt)	Ductile Iron - ASTM A536 Grade 65-45-12	37	BEARING COVER	Cast Iron - ASTM A48-CL30
2	IMPELLER	Bronze - ASTM B584-875	46	COUPLING KEY	Steel - ASTM A108-1018
6	SHAFT	Alloy Steel - AISI 1045	65	MECHANICAL SEAL	316 S.S. / Carbon VS. Silicon Carbide
6	SHAFT (OPTIONAL)	416 S.S.	65	MECHANICAL SEAL (OPTIONAL)	316 S.S. / Tungsten Carbide VS. Tungsten Carbide
7	CASING RING	Bronze - ASTM B505-932	73	PART. FLG GSKT (Not Shown)	Vellumoid
14	SHAFT SLEEVE	Bronze - ASTM B505-932	73A	MECH SEAL GLAND O-RING	Nitrile
14	SHAFT SLEEVE (OPTIONAL)	416 S.S.	78	BEARING SPACER	Steel - ASTM A36
14A	SHAFT SLEEVE RET. RING	Steel - Mfg. Std.	89	INNER SEAL	Nitrile
16	INBOARD BEARING	Single Ball - Mfg. Std.	89A	OUTER SEAL	Nitrile
17	MECHANICAL SEAL GLAND	Cast Iron - ASTM A48-CL35	123	END COVER	Steel - ASTM A36
18	OUTBOARD BEARING	Single Ball - Mfg. Std.	127	SEAL WATER PIPING (EXTERNAL)	Polymer
18A	OUTER RETAINING RING	Steel - Mfg. Std.	127A	SEAL WATER PIPING (INTERNAL)	Brass
18B	INNER RETAINING RING	Steel - Mfg. Std.			

Notes

Patterson™

A Gorman-Rupp Company

The Pump People®

INSTALLATION & TROUBLESHOOTING GUIDE

FOR

TYPE PRG MECHANICAL SEALS

PATTERSON PUMP COMPANY

A GORMAN-RUPP COMPANY

POST OFFICE BOX 790

TOCCOA, GEORGIA 30577

TELEPHONE: (706) 886-2101

INSTALLATION:

1. The seal faces have been lapped flat and polished to a mirror finish. These faces must be handled with care and kept clean.
2. Lubricate the shaft or shaft sleeve and sleeve nut with light oil, SAE10 or equal.
3. Install the retaining ring in the precut slot in the shaft or shaft sleeve.
4. Clean faces before final assembly.
5. Install the rotating face and spring assembly over the shaft or shaft sleeve until it hits the retaining ring. This will set the spring compression.
6. Install the stationary face over the shaft or shaft sleeve.
7. Install the gland. Make sure the gland register is properly aligned with the stuffing box bore.
8. Tighten the gland bolts evenly. The gland should be pulled tight against the stuffing box face for proper spring compression.

OPERATION:

1. Never start up unit without venting the pump of air.
2. Make sure water seal piping is not obstructed. Do not allow the equipment to run for any extended time if seal gets hot or squeals.

TROUBLESHOOTING:

1. If shaft shows wear from seal:
 - a. Check shaft straightness.
 - b. Check bearings for shaft end play.
 - c. Check squareness of stuffing box face to shaft centerline.

TROUBLESHOOTING: (Continued)

2. If seal is worn out:

Abrasives may be present in the stuffing box. Pumping liquid may be carrying dirt, rust, or suspended particles. If needed, supply an abrasive separator in the flush line.

3. If seal is burned up:

Check the flush line to make sure it is clean and open.

PATTERSON PUMP TYPE PRG MECHANICAL SEAL DATA SHEET

Patterson PRG Mechanical Seals are designed for extensive use. The Patterson PRG short spring seal is ready for installation without having to make any adjustments on its setting. This gives you all the benefits of a cartridge type seal at a fraction of the cost. Using a stainless steel "clip ring" on the pre-grooved shaft sleeve eliminates the need for set-collars or stop-collars (adaptable to all Patterson horizontal split case rotor groups).

The rubber diaphragm hex torque relief seal is a superior seal to any other rubber bellows seal now on the market. The standard PRG seal can withstand moderate inside pressure used in standard working pressure pumps. For higher pressure pumps such as the DMD's and HW's, the PRG-HP seal is recommended which is designed for higher stuffing box pressures.

The PRG seals are easily adapted to packed pumps for conversion. PRG seal kits can be provided for older pump models needing transformation.

MATERIALS	SEAL RING	MATING RING	ELASTOMER	METAL PARTS
Standard	Carbon		Viton	316SS
Optional		Silicon Carbide		

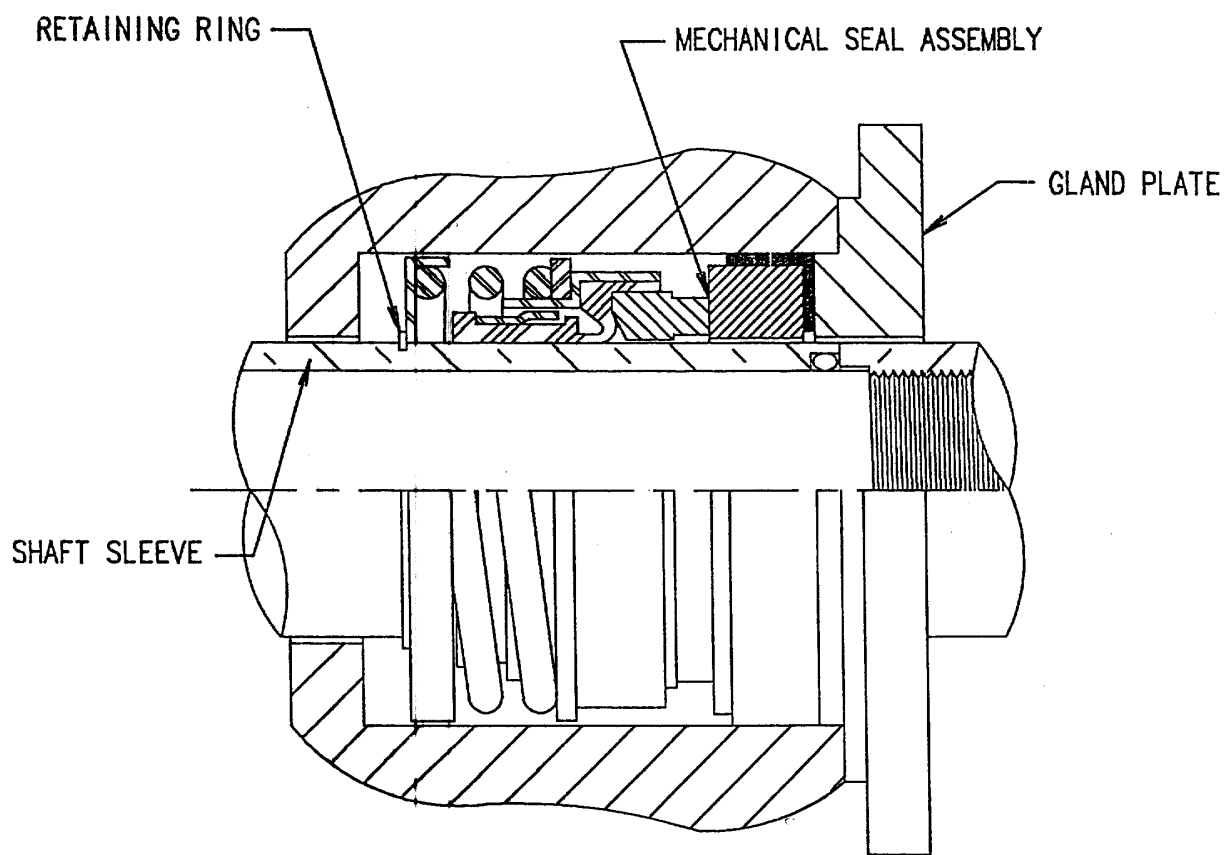
TEMPERATURE LIMITS OF ELASTOMER MATERIALS

BUNAN	-65F to +250F	-54C to +121C
VITON	-20F to +400F	-29C to +204C
EPT	-50F to +300F	-46C to +149C
NEOPRENE	-65F to +212F	-54C to +100C
AFLAS	-120F to +482F	-86C to +250C

RPM / PRESSURE LIMITS

MAXIMUM PRESSURE	250 PSIG	176 KG/CM ² – 17.2 BAR
MAXIMUM RPM	80 FT/SECOND	24 METERS/SECONDS

PATTERSON PUMP TYPE PRG MECHANICAL SEAL OUTLINE DRAWING





Falk Steelflex Grid Couplings

(Inch) 1 1/4 inch bore for model 6x5 MAA

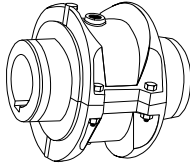
Falk 1060T10



FALK®

Falk Steelflex Grid Coupling Application Guide

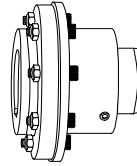
A general purpose, lubricated design that combines the economy and high torque capacity of a gear coupling with the torsional flexibility of an elastomeric coupling. Backed by a 5-year lubrication warranty, Falk Steelflex couplings require no periodic maintenance when lubricated with Falk LTG at installation. Featuring 25 sizes, Steelflex couplings can accommodate torque loads of 8,250,000 (lb-in) and shaft diameters of 20 inches.



Type T10 Close-Coupled

A double-flexing, close-coupled design for use in four-bearing systems. Features a horizontally split cover which allows for grid replacement without the movement of the connected equipment.

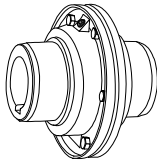
(See **page 11.**)



Type T50 Piloted

For use on line shaft applications. Can be used in place of single-engagement gear couplings to provide torsional resiliency and lower overall operating cost.

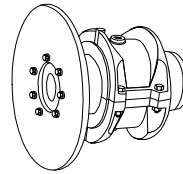
(See **pages 25 and 26.**)



Type T20 Close-Coupled

A double-flexing design featuring a vertically-split steel cover. Ideal for higher running speeds.

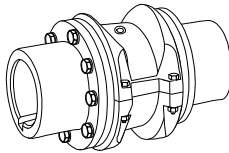
(See **page 12.**)



Type T63 Disc Brake

Proven to be far superior to drum-type brakes in cost, construction and performance.

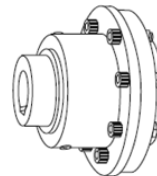
(See **pages 27-29.**)



Type T31 Full Spacer

Complete center section drops out for easy service of connected equipment bearings and seals. Ideal for pump applications.

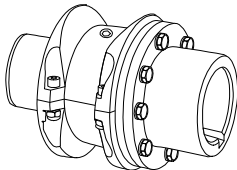
(See **pages 13 and 14.**)



Type T70 High Speed

Designed for operating speeds beyond those of the T10 and T20 designs. Features a one-piece cover and balanced components.

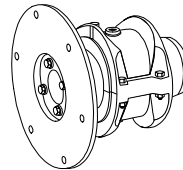
(See **page 30.**)



Type T35 Half Spacer

An economical spacer design for easy service of connected equipment bearings and seals. Ideal for pump applications.

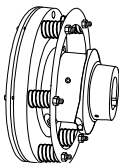
(See **pages 15 and 16.**)



Type T90 Flywheel

Used primarily to connect the flywheel of an engine to the driven machinery. It provides higher torque ratings with resulting smaller sizes and lower costs than elastomeric couplings.

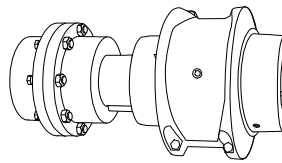
(See **page 31.**)



Type T41/T44 Controlled Torque

Provides adjustable slipping action to protect connected equipment from shock, jams or temporary overloads.

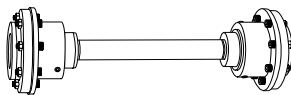
(See **pages 17-24.**)



Type T10/G82 Spacer

A combination of two standard Rexnord couplings. Utilizes readily available components for an economical price and shorter lead time than T31/T35 couplings.

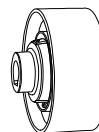
(See **page 32.**)



Type T50 Floating Shaft

Double-piloted design for connecting equipment where the distance between shafts is too large for a spacer-type coupling.

(See **pages 25 and 26.**)



Type BW Brakewheel

Provides a built-in breaking surface right at or near the centerline of the coupling ... saves space and dollars.

(See Selection Guide 431-310.)

CAUTION! Mixing grid coupling components from *different* manufacturers may cause premature failure and possible personal injury or property damage from flying debris.

How to Select

Formula Selection Method (except T41/T44 & T63)

The Standard Selection Method can be used for most coupling selections. The procedures below should be used for:

- High Peak Loads.
- Brake Applications (where the brake disc or brake wheel is to be an integral part of the coupling, consult the Factory for design options).

Providing system peak torque and frequency, duty cycle and brake torque rating will allow for a more refined selection using the Formula Selection Method.

1. **High Peak Loads:** Use one of the following formulas for applications using motors with torque characteristics that are higher than normal; applications with intermittent operations, shock loading, inertia effects due to starting and stopping and/or system-induced repetitive high peak torques. System Peak Torque is the maximum torque that can exist in the system. Select a coupling with a torque rating equal to or greater than selection torque calculated below.

A. Non-Reversing High Peak Torque

$$\begin{aligned}\text{Selection Torque (lb-in)} &= \text{System Peak Torque} \\ \text{or} \\ \text{System Torque (lb-in)} &= \frac{\text{System Peak HP} \times 63,000}{\text{RPM}}\end{aligned}$$

B. Reversing High Peak Torque

$$\begin{aligned}\text{Selection Torque (lb-in)} &= 2 \times \text{System Peak Torque} \\ \text{or} \\ \text{System Torque (lb-in)} &= \frac{2 \times \text{Peak HP} \times 63,000}{\text{RPM}}\end{aligned}$$

- C. Occasional Peak Torques (Non-reversing) If a system peak torque occurs less than 1000 times during the expected coupling life, use the following formula:

$$\begin{aligned}\text{Selection Torque (lb-in)} &= 0.5 \times \text{System Peak Torque} \\ \text{or} \\ \text{System Torque (lb-in)} &= \frac{0.5 \times \text{Peak HP} \times 63,000}{\text{RPM}}\end{aligned}$$

For reversing service select per step B.

2. **Brake Applications:** If the torque rating of the brake exceeds the motor torque, use the brake rating as follows:

$$\text{Selection Torque (lb-in)} = \text{Brake Torque Rating} \times \text{S.F.}$$

Formula Selection Example — High Peak Load:

Select a coupling for reversing service to connect a gear drive low-speed shaft to a runout mill table roll. The electric motor rating is 50 hp at the base speed and the system peak torque at the coupling is estimated to be 150,000 lb-in. Coupling speed is 77 rpm at the motor base speed. The drive shaft diameter is 4.000 with a keyway of 1.000" x 0.500". The runout table roll diameter is 5.250" with a keyway of 1.250" x 0.625". Maximum shaft gap is 7.00" long.

1. **Type:** Refer to **page 3** and select the appropriate coupling type.
2. **Required Minimum Coupling Rating:**
Use the Reversing High Peak Torque formula in Step 1B.
 $2 \times 150,000 = 300,000 = \text{Selection Torque}$
3. **Size:** From **page 16**, Size 1150T35 with a torque rating of 320,000 exceeds the selection torque of 300,000 lb-in.
4. **Check:** The 1150T35 has a maximum BE dimension of 7.38"; the shaft hub has a maximum bore of 10.000" with one rectangular key, (**Table 15, page 34**); the T hub bore has a maximum bore of 8.000" with one rectangular key (**Table 14, page 34**); and the allowable speed of 1500 rpm and the dimensions on **page 16**, meet the requirements.

Table 1 — Coupling Ratings & Allowable Speeds

Coupling Size ①	HP per 100 RPM ②	Torque Rating (lb-in) ③	Allowable Speeds — RPM ④			
			T10	T20 & T50 ⑤	T31, T35 & T10/G82	T70
1020T	0.73	460	4500	6000	3600	—
1030T	2.09	1,320	4500	6000	3600	10000
1040T	3.49	2,200	4500	6000	3600	—
1050T	6.11	3,850	4500	6000	3600	9000
1060T	9.60	6,050	4350	6000	3600	—
1070T	14.0	8,800	4125	5500	3600	8200
1080T	28.8	18,150	3600	4750	3600	7100
1090T	52.4	33,000	3600	4000	3600	6000
1100T	88.1	55,550	2440	3250	2440	4900
1110T	131	82,500	2250	3000	2250	4500
1120T	192	121,000	2025	2700	2025	4000
1130T	279	176,000	1800	2400	1800	3600
1140T	401	253,000	1650	2200	1650	3300
1150T	559	352,000	1500	2000	1500	—
1160T	785	495,000	1350	1750	1350	—
1170T	1,047	660,000	1225	1600	1225	—
1180T	1,452	915,200	1100	1400	1100	—
1190T	1,920	1,210,000	1050	1300	1050	—
1200T	2,618	1,650,000	900	1200	900	—
1210T	3,491	2,200,000	820	—	—	—
1220T	4,712	2,970,000	730	—	—	—
1230T	6,109	3,850,000	680	—	—	—
1240T	7,854	4,950,000	630	—	—	—
1250T	10,472	6,600,000	580	—	—	—
1260T	13,090	8,250,000	540	—	—	—

- ① Refer to **page 10** for General Information.
- ② HP per 100 RPM and torque rating values for hubs with Taper-Lock® bushings differ from those shown above. Refer to **Table 18, page 36**.
- ③ Peak torque capacity is two times the published rating. Torque ratings for hubs with bushings differ from those shown, refer to **Table 18, page 36**.
- ④ Consult Factory for higher speeds.
- ⑤ Speeds shown above are for single Type T50 couplings; speeds for Type T50 Floating Shaft couplings are shown in **Table 12, page 26**.

Quick Selection Method

1. Select Coupling Type.

Refer to **page 3** and select the type of coupling to suit your application. If an application requires a special purpose coupling, refer application details to the local Rexnord representative.

2. Determine Service Factor.

A. For MOTOR, TURBINE or ENGINE driven applications, refer to **Table 4 and Table 5**.

B. For BRAKE or HIGH PEAK LOAD applications, refer to the Formula Selection Method shown on **page 5**.

3. Determine Equivalent Horsepower.

Refer to **Table 2** — Under the actual hp required and opposite the service factor determined in Step 2, read the equivalent hp.

4. Determine Coupling Size.

A. Refer to **Table 3** — Trace horizontally from the required speed to a hp value equal to or larger than the hp determined in Step 3. Read the coupling size at top of column.

B. Check shaft diameters on coupling maximum bores shown in **Table 14 thru Table 17, pages 34 and 35**, for the type of coupling selected. If a larger bore is required, select a larger coupling.

Table 2 — Equivalent Horsepower = (Actual HP x Service Factor)

Service Factor ①	Actual HP																									
	3/4	1	1-1/2	2	3	5	7-1/2	10	15	20	25	30	40	50	60	75	100	125	150	200	250	300	350	400	450	500
1.00	0.75	1.0	1.5	2.0	3.0	5.0	7.5	10	15	20	25	30	40	50	60	75	100	125	150	200	250	300	350	400	450	500
1.25	0.94	1.25	1.9	2.5	3.8	6.3	9.4	12.5	19	25	31	38	50	63	75	94	125	156	188	250	312	375	438	500	563	625
1.50	1.1	1.5	2.3	3.0	4.5	7.5	11.3	15	23	30	38	45	60	75	90	113	150	188	225	300	375	450	525	600	675	750
1.75	1.3	1.8	2.6	3.5	5.3	8.8	13.1	18	26	35	44	53	70	88	105	131	175	219	262	350	438	525	613	700	787	875
2.00	1.5	2.0	3.0	4.0	6.0	10.0	15.0	20	30	40	50	60	80	100	120	150	200	250	300	400	500	600	700	800	900	1000
2.50	1.9	2.5	3.8	5.0	7.5	12.5	18.8	25	38	50	63	75	100	125	150	187	250	312	375	500	625	750	875	1000	1125	1250
3.00	2.3	3.0	4.5	6.0	9.0	15.0	22.5	30	45	60	75	90	120	150	180	225	300	375	450	600	750	900	1050	1200	1350	1500
3.50	2.6	3.5	5.3	7.0	10.5	17.5	26.2	35	52	70	87	105	140	175	210	262	350	437	525	700	875	1050	1225	1400	1575	1750

Table 3 — Coupling Selection ... Based on Equivalent HP Ratings

	1020T	1030T	1040T	1050T	1060T	1070T	1080T	1090T	1100T	1110T	1120T	1130T
Max Bore (in)	1.125	1.375	1.625	1.875	2.125	2.500	3.000	3.500	4.000	4.500	5.000	6.000
Max Speed T10	4500 RPM	4500 RPM	4500 RPM	4500 RPM	4350 RPM	4125 RPM	3600 RPM	3600 RPM	2440 RPM	2250 RPM	2025 RPM	1800 RPM
Max Speed T20	6000 RPM	6000 RPM	6000 RPM	6000 RPM	6000 RPM	5500 RPM	4750 RPM	4000 RPM	3250 RPM	3000 RPM	2700 RPM	2400 RPM
Torque (lb-in)	460	1320	2200	3850	6050	8800	18,150	33,000	55,550	82,500	121,000	176,000
HP / 100 RPM	0.73	2.09	3.49	6.11	9.60	14.0	28.8	52.4	88.1	131	192	279
RPM	HP Ratings											
4500	32.8	94.2	157	275	432 ②	628 ②	1296 ②	—	—	—	—	—
3600	26.3	75.4	126	220	346	503	1037	1885	—	—	—	—
3000	21.9	62.8	105	183	288	419	864	1571	2644 ②	3927 ②	—	—
2500	18.2	52.4	87	153	240	349	720	1309	2203 ②	3273 ②	3456 ②	—
2100	15.3	44.0	73.3	128	202	293	605	1100	1851	2749	3456 ②	5864 ②
1800	13.1	37.7	62.8	110	173	251	518	942	1587	2356	3456	5027
1750	12.8	36.7	61.1	107	168	244	504	916	1542	2291	3360	4887
1450	10.6	30.4	50.6	89	139	202	418	759	1278	1898	2784	4049
1170	8.5	24.5	40.8	71.5	112	163	337	613	1031	1532	2246	3267
1000	7.3	20.9	34.9	61.1	96	140	288	524	881	1309	1920	2793
870	6.3	18.2	30.4	53.1	84	121	251	456	767	1139	1670	2430
720	5.3	15.1	25.1	44.0	69	101	207	377	635	942	1382	2011
650	4.7	13.6	22.7	39.7	62.4	91	187	340	573	851	1248	1815
580	4.2	12.1	20.2	35.4	55.7	81	167	304	511	759	1114	1620
520	3.8	10.9	18.2	31.8	49.9	73	150	272	458	681	998	1452
420	3.1	8.8	14.7	25.7	40.3	59	121	220	370	550	806	1173
350	2.6	7.3	12.2	21.4	33.6	49	101	183	308	458	672	977
280	2.0	5.9	9.8	17.1	26.9	39.1	81	147	247	367	538	782
230	1.7	4.8	8.0	14.0	22.1	32.1	66	120	203	301	442	642
190	1.4	4.0	6.6	11.6	18.2	26.5	55	99	167	249	365	531
155	1.1	3.2	5.4	9.5	14.9	21.6	44.6	81	137	203	298	433
125	0.9	2.6	4.4	7.6	12.0	17.5	36.0	65	110	164	240	349
100	0.73	2.1	3.5	6.1	9.6	14.0	28.8	52	88	131	192	279
84	0.61	1.8	2.9	5.1	8.1	11.7	24.2	44.0	74	110	161	235
68	0.50	1.4	2.4	4.2	6.5	9.5	19.6	35.6	60	89	131	190
56	0.41	1.17	2.0	3.4	5.4	7.8	16.1	29.3	49	73	108	156
45	0.33	0.94	1.6	2.7	4.3	6.3	13.0	23.6	39.7	59	86	126
37	0.27	0.77	1.3	2.3	3.6	5.2	10.7	19.4	32.6	48.4	71	103
30	0.22	0.63	1.0	1.8	2.9	4.2	8.6	15.7	26.4	39.3	58	84
25	0.18	0.52	0.9	1.5	2.4	3.5	7.2	13.1	22.0	32.7	48.0	70
20	0.15	0.42	0.70	1.2	1.9	2.8	5.8	10.5	17.6	26.2	38.4	56
16.5	0.12	0.35	0.58	1.0	1.6	2.3	4.8	8.6	14.5	21.6	31.7	46.1
13	0.095	0.27	0.45	0.79	1.2	1.8	3.7	6.8	11.5	17.0	25.0	36.3
11	0.080	0.23	0.38	0.67	1.1	1.5	3.2	5.8	9.7	14.4	21.1	30.7
9	0.066	0.19	0.31	0.55	0.86	1.3	2.6	4.7	7.9	11.8	17.3	25.1
7.5	0.055	0.16	0.26	0.46	0.72	1.0	2.2	3.9	6.6	9.8	14.4	20.9
5	0.036	0.10	0.17	0.31	0.48	0.7	1.4	2.6	4.4	6.5	9.6	14.0

① For service factor not listed, Equivalent HP = Actual HP x Service Factor.

② Ratings apply to Type T20 only.

Quick Selection Method

- C. Check the required speed against the allowable speed shown in **Table 1** for the type of coupling selected. For Type T50 Floating Shaft design, check the allowable speed from **Table 12** on **page 26**. If a higher speed is required, refer application details to the local Rexnord representative.
- D. Check application dimension requirements against selected coupling type dimensions shown on **pages 11-32**.

Example:

Select a coupling to connect a 450 hp, 1170 rpm electric motor to the drive high-speed shaft of a maneuvering winch. The shaft gap is 0.1" to 0.2". The motor shaft diameter is 3.500" and the drive shaft diameter is 3.000". The motor and drive shaft extensions are each 6.00" long.

1. Select Coupling Type — To connect close-coupled shafts (0.1" to 0.2" gap), the Type T10 or T20 coupling is the proper selection. Type T10 is selected.
2. Determine Service Factor — From **Table 4**, the service factor is 1.5.
3. Determine Equivalent HP — From **Table 2**, the equivalent hp is 675.
4. Select Coupling Size — (A) From **Table 3**, the coupling size is 1100T. (B) From **Table 14**, the maximum bore with square key is 4.000". (C) From **Table 1**, the allowable speed of a 1100T10 is 2440 rpm. (D) Dimensions for the 1100T10 coupling shown on **page 11** satisfies the application requirements.

Table 3 — Coupling Selection ... Based on Equivalent HP Ratings (Continued)

	1140T	1150T	1160T	1170T	1180T	1190T	1200T	1210T	1220T	1230T	1240T	1250T	1260T
Max Bore (in)	7.250	8.000	9.000	10.000	11.000	12.000	13.000	14.000	15.000	16.000	17.000	18.500	20.000
Max Speed T10	1650 RPM	1500 RPM	1350 RPM	1225 RPM	1100 RPM	1050 RPM	900 RPM	820 RPM	730 RPM	680 RPM	630 RPM	580 RPM	540 RPM
Max Speed T20	2200 RPM	2000 RPM	1750 RPM	1600 RPM	—	—	—	—	—	—	—	—	—
Torque (lb-in)	253,000	352,000	495,000	660,000	915,200	1,210,000	1,650,000	2,200,000	2,970,000	3,850,000	4,950,000	6,600,000	8,250,000
HP / 100 RPM	401	559	785	1047	1452	1920	2618	3491	4712	6109	7854	10472	13090
RPM	HP Ratings												
2100	8430 ①	—	—	—	—	—	—	—	—	—	—	—	—
1800	7226 ①	10053 ①	—	—	—	—	—	—	—	—	—	—	—
1750	7025 ①	9774 ①	13745 ①	—	—	—	—	—	—	—	—	—	—
1450	5821	8098	11388 ①	15184 ①	—	—	—	—	—	—	—	—	—
1170	4697	6535	9189	12252	—	—	—	—	—	—	—	—	—
1000	4014	5585	7854	10472	14521	19199	—	—	—	—	—	—	—
870	3492	4859	6833	9111	12633	16703	22777	—	—	—	—	—	—
720	2890	4021	5655	7540	10455	13823	18850	25133	33929	—	—	—	—
650	2609	3630	5105	6807	9439	12479	17017	22689	30631	39706	—	—	—
580	2328	3239	4555	6074	8422	11135	15184	20246	27332	35430	45553	60738	—
520	2087	2904	4084	5445	7551	9983	13614	18152	24505	31765	40841	54455	68068
420	1686	2346	3299	4398	6099	8063	10996	14661	19792	25656	32987	43983	54978
350	1405	1955	2749	3665	5082	6720	9163	12217	16493	21380	27489	36652	45815
280	1124	1564	2199	2932	4066	5376	7330	9774	13195	17104	21991	29322	36652
230	923	1285	1806	2409	3340	4416	6021	8029	10839	14050	18064	24086	30107
190	763	1061	1492	1990	2759	3648	4974	6632	8954	11607	14923	19897	24871
155	622	866	1217	1623	2251	2976	4058	5411	7304	9468	12174	16232	20290
125	502	698	982	1309	1815	2400	3273	4363	5891	7636	9818	13090	16363
100	401	559	785	1047	1452	1920	2618	3491	4712	6109	7854	10472	13090
84	337	469	660	880	1220	1613	2199	2932	3958	5131	6597	8797	10996
68	273	380	534	712	987	1306	1780	2374	3204	4154	5341	7121	8901
56	225	313	440	586	813	1075	1466	1955	2639	3421	4398	5864	7330
45	181	251	353	471	653	864	1178	1571	2121	2749	3534	4712	5891
37	149	207	291	387	537	710	969	1292	1744	2260	2906	3875	4843
30	120	168	236	314	436	576	785	1047	1414	1833	2356	3142	3927
25	100	140	196	262	363	480	655	873	1178	1527	1964	2618	3273
20	80	112	157	209	290	384	524	698	942	1222	1571	2094	2618
16.5	66	92	130	173	240	317	432	576	778	1008	1296	1728	2160
13.5	54	75	106	141	196	259	353	471	636	825	1060	1414	1767
11.0	44.2	61	86	115	160	211	288	384	518	672	864	1152	1440
9.0	36.1	50	71	94	131	173	236	314	424	550	707	942	1178
7.5	30.1	42	59	79	109	144	196	262	353	458	589	785	982
5.0	20.1	27.9	39	52	73	96	131	175	236	305	393	524	655

① Ratings apply to Type T20 only.

Service Factors

Table 4 — Flexible Coupling Service Factors for Motor ① and Turbine Drives

Service factors listed are typical values based on normal operation of the drive systems.

Application	Service Factor	Application	Service Factor
AERATOR	2.0	HAMMERMILL	1.75
AGITATORS		LAUNDRY WASHER OR TUMBLER	2.0
Vertical and Horizontal		LINE SHAFTS	
Screw, Propeller, Paddle.....	1.0	Any Processing Machinery.....	1.5
BARGE HAUL PULLER	1.5	MACHINE TOOLS	
BLOWERS		Auxiliary and Traverse Drive.....	1.0
Centrifugal.....	1.0	Bending Roll, Notching Press, Punch Press,	
Lobe or Vane.....	1.25	Planer, Plate Reversing.....	1.75
CAR DUMPERS	2.5	Main Drive.....	1.5
CAR PULLERS	1.5	MAN LIFTS	Not Approved
CLARIFIER OR CLASSIFIER	1.0	METAL FORMING MACHINES	
COMPRESSORS		Continuous Caster.....	1.75
Centrifugal.....	1.0	Draw Bench Carriage and Main Drive.....	2.0
Rotary, Lobe or Vane.....	1.25	Extruder.....	2.0
Rotary, Screw.....	1.0	Farming Machine and Forming Mills.....	2.0
Reciprocating.....	1.0	Slitters.....	1.0
Direct Connected.....	Refer to Factory	Wire Drawing or Flattening.....	1.75
Without Flywheel.....	Refer to Factory	Wire Winder.....	1.5
ⓐ With Flywheel and Gear between Compressor		Coilers and Uncoilers.....	1.5
and Prime Mover.....		MIXERS (see Agitators)	
1 cylinder, single acting.....	3.0	Concrete.....	1.75
1 cylinder, double acting.....	3.0	Muller.....	1.5
2 cylinders, single acting.....	3.0	PRESS, PRINTING	1.5
2 cylinders, double acting.....	3.0	PUG MILL	1.75
3 cylinders, single acting.....	3.0	PULVERIZERS	
3 cylinders, double acting.....	2.0	Hammermill and Hog.....	1.75
4 or more cyl., single act.....	1.75	Roller.....	1.5
4 or more cyl., double act.....	1.75	PUMPS	
ⓐ CONVEYORS		Boiler Feed.....	1.5
Apron, Assembly, Belt, Chain, Flight, Screw.....	1.0	Centrifugal — Constant Speed.....	1.0
Bucket.....	1.25	Frequent Speed Changes Under Load.....	1.25
Live Roll, Shaker and Reciprocating.....	3.0	Descaling, with accumulators.....	1.25
ⓐ CRANES AND HOIST		Gear, Rotary, or Vane.....	1.25
Main Hoist.....	1.7 ⓐ	Reciprocating, Plunger Piston.....	
Skip Hoist.....	1.75 ⓐ	1 cyl., single or double act.....	3.0
Slope.....	1.5	2 cyl., single acting.....	2.0
Bridge, Travel or Trolley.....	1.75	2 cyl., double acting.....	1.75
DYNAMOMETER	1.0	3 or more cylinders.....	1.5
ELEVATORS		Screw Pump, Progressing Cavity.....	1.25
Bucket, Centrifugal Discharge.....	1.25	Vacuum Pump.....	1.25
Freight or Passenger.....	Not Approved	SCREENS	
Gravity Discharge.....	1.25	Air Washing.....	1.0
ESCALATORS	Not Approved	Grizzly.....	2.0
EXCITER, GENERATOR	1.0	Rotary Coal or Sand.....	1.5
EXTRUDER, PLASTIC	1.5	Vibrating.....	2.5
FANS		Water.....	1.0
Centrifugal.....	1.0	SKI TOWS & LIFTS	Not Approved
Cooling Tower.....	2.0	STEERING GEAR	1.0
Forced Draft — Across the Line start.....	1.5	STOKER	1.0
Forced Draft Motor driven thru fluid		TIRE SHREDDER	1.50
or electric slip clutch.....	1.0	TUMBLING BARREL	1.75
Gas Recirculating.....	1.5	WINCH, MANEUVERING	
Induced Draft with damper control		Vedgie, Marine.....	1.5
or blade cleaner.....	1.25	WINDLASS	1.5
Induced Draft without controls.....	2.0	WOODWORKING MACHINERY	
FEEDERS		WORK LIFT PLATFORMS	Not Approved
Apron, Belt, Disc, Screw.....	1.0		
Reciprocating.....	2.5		
GENERATORS			
Even Load.....	1.0		
Hoist or Railway Service.....	1.5		
Welder Load.....	2.0		

- ① For engine drives, refer to **Table 5**. Electric motors, generators, engines, compressors and other machines fitted with sleeves or straight roller bearings usually require limited end float couplings. If in doubt, provide axial clearances and centering forces to the Factory for a recommendation.
- ② For balanced opposed design, refer to the Factory.
- ③ If people are occasionally transported, refer to the Factory for the selection of the proper size coupling.
- ④ For high peak load applications (such as Metal Rolling Mills) refer to the Factory.

Table 5 — Engine Drive Service Factors ⑤

Service Factors (S. F.) for engine drives are those required for applications where good flywheel regulation prevents torque fluctuations greater than ±20%. For drives where torque fluctuations are greater or where the operation is near a serious critical or torsional vibration, a mass elastic study is necessary.

No. of Cylinders	4 or 5 ⑤					6 or more ①				
Table 4 S.F.	1.0	1.25	1.5	1.75	2.0	1.0	1.25	1.5	1.75	2.0
Engine S.F.	2.0	2.25	2.5	2.75	3.0	1.5	1.75	2.0	2.25	2.5

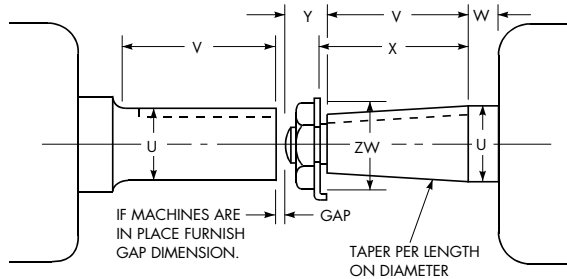
- ⑤ To use **Table 5**, first determine application service factor from **Table 4**. Use that factor to determine Engine Service Factor from **Table 5**. When service factor from **Table 4** is greater than 2.0, or where 1, 2 or 3 cylinder engines are involved, refer complete application details to Rexnord Engineering.

Industry	Service Factor	Industry	Service Factor
AGGREGATE PROCESSING, CEMENT, MINING KILNS; TUBE, ROD AND BALL MILLS		Shear, Croppers.....	Refer to Factory
Direct or on L.S. shaft of Reducer.....		Sideguards.....	3.0
with final drive Machined Spur Gears.....	2.0	Sleip Mills.....	Refer to Factory
Single Helical or Herringbone Gears.....	1.75	Slitters, Steel Mill only.....	1.75
Conveyors, Feeders, Screens.....		Soaking Pit Cover Drives —	
Elevators.....	See General Listing	Lift.....	1.0
Crushers, Ore or Stone.....	2.5	Travel.....	2.0
Dryer, Rotary.....	1.75	Straighteners.....	2.0
Grizzly.....	2.0	Unscramblers (Billet Bundle Busters).....	2.0
Hammermill or Hog.....	1.75	Wire Drawing Machinery.....	1.75
Tumbling Mill or Barrel.....	1.75	OIL INDUSTRY	
BREWING AND DISTILLING		Chiller.....	1.25
Bottle and Can Filling Machines.....	1.0	Oilwell Pumping (not over 150% peak torque).....	2.0
Brew Kettle.....	1.0	Paraffin Filter Press.....	1.5
Cookers, Continuous Duty.....	1.25	Rotary Kiln.....	2.0
Lauter Tub.....	1.5	PAPER MILLS	
Mash Tub.....	1.25	Barker Auxiliary, Hydraulic.....	2.0
Scale Hopper, Frequent Peaks.....	1.75	Barker, Mechanical.....	2.0
CLAY WORKING INDUSTRY		Barking Drum.....	
Brick Press, Briquette Machine, Clay Working		L.S. shaft of reducer with final drive - Helical	
Machine, Pug Mill.....	1.75	or Herringbone Gear.....	2.0
DREDGES		Machined Spur Gear.....	2.5
Cable Reel.....	1.75	Cast Tooth Spur Gear.....	3.0
Conveyors.....	1.25	Beater & Pulper.....	1.75
Cutter head, Jig Drive.....	2.0	Bleachers, Coaters.....	1.0
Maneuvering Winch.....	1.5	Calender & Super Calender.....	1.75
Pumps (uniform load).....	1.5	Chipper.....	2.5
Screen Drive, Stacker.....	1.75	Converting Machine.....	1.25
Utility Winch.....	1.5	Couch.....	1.75
FOOD INDUSTRY		Cutter, Felt Whipper.....	2.0
Beet Slicer.....	1.75	Cylinder.....	1.75
Bottling, Can Filling Machine.....	1.0	Dryer.....	1.75
Cereal Cooker.....	1.25	Felt Stretcher.....	1.25
Dough Mixer, Meat Grinder.....	1.75	Fourdrinier.....	1.75
LUMBER		Jordan.....	2.0
Band Resaw.....	1.5	Log Haul.....	2.0
Circular Resaw, Cut-off.....	1.75	Line Shaft.....	1.5
Edger, Head Rig, Hog.....	2.0	Press.....	1.75
Gang Saw (Reciprocating).....	Refer to Factory	Pulp Grinder.....	1.75
Log Haul.....	2.0	Reel, Rewinder, Winder.....	1.5
Planer.....	1.75	Stock Chest, Washer, Thickener.....	1.5
Rolls, Non-Reversing.....	1.25	Stock Pumps, Centrifugal	
Rolls, Reversing.....	2.0	Constant Speed.....	1.0
Sawdust Conveyor.....	1.25	Frequent Speed Changes Under Load.....	1.25
Slab Conveyor.....	1.75	Suction Roll.....	1.75
Sorting Table.....	1.5	Vacuum Pumps.....	1.25
Trimmer.....	1.75	RUBBER INDUSTRY	
④ METAL ROLLING MILLS		Calender.....	2.0
Coilers (Up or Down) Cold Mills only.....	1.5	Cracker, Plasticator.....	2.5
Coilers (Up or Down) Hot Mills only.....	2.0	Extruder.....	1.75
Coke Plants.....	2.5	Intensive or Banbury Mixer.....	2.5
Pusher Ram Drive.....	2.0	Mixing Mill, Refiner or Sheeter	
Door Opener.....	2.0	One or two in line.....	2.5
Pusher or Lorry Car Traction Drive.....	3.0	Three or four in line.....	2.0
Continuous Caster.....	1.75	Five or more in line.....	1.75
Cold Mills — Strip Mills.....	Refer to Factory	Tire Building Machine.....	2.5
Temper Mills.....	Refer to Factory	Tire & Tube Press Opener (Peak Torque).....	1.0
Cooling Beds.....	1.5	Tuber, Strainer, Pelletizer.....	1.75
Drawbench.....	2.0	Warming Mill	
Feed Rolls - Blooming Mills.....	3.0	One or two Mills in line.....	2.0
Furnace Pushers.....	2.0	Three or more Mills in line.....	1.75
Hot and Cold Saws.....	2.0	Washer.....	2.5
Hot Mills —		SEWAGE DISPOSAL EQUIPMENT	
Strip or Sheet Mills.....	Refer to Factory	Bar Screen, Chemical Feeders, Collectors,	
Reversing Blooming.....	Refer to Factory	Dewatering Screen, Grit Collector.....	1.0
Slabbing Mills.....	Refer to Factory	SUGAR INDUSTRY	
Edger Drives.....	Refer to Factory	Cane Carrier & Leveler.....	1.75
Ingot Cars.....	2.0	Cane Knife & Crusher.....	2.0
Manipulators.....	3.0	Mill Stands, Turbine Driver with all Helical	
Merchant Mills.....	Refer to Factory	or Herringbone gears.....	1.5
Mill Tables		Electric Drive or Steam Engine Drive with Helical,	
Roughing Breakdown Mills.....	3.0	Herringbone, or Spur Gears	
Hot Bed or Transfer, non-reversing.....	1.5	with any Prime Mover.....	1.75
Runout, reversing.....	3.0	TEXTILE INDUSTRY	
Runout, non-reversing, non-plugging.....	2.0	Batcher.....	1.25
Reel Drives.....	1.75	Calender, Card Machine.....	1.5
Rod Mills.....	Refer to Factory	Cloth Finishing Machine.....	1.5
Screwdown.....	2.0	Dry Can, Loom.....	1.5
Seamless Tube Mills		Dyeing Machinery.....	1.25
Piercer.....	3.0	Knitting Machine.....	Refer to Factory
Thrust Block.....	2.0	Mangle, Napper, Soaper.....	1.25
Tube Conveyor Rolls.....	2.0	Spinner, Tenter Frame, Winder.....	1.5
Reeler.....	2.0		
Kick Out.....	2.0		

Service Factors

SERVICE FACTORS are a guide, based on experience, of the ratio between coupling catalog rating and system characteristics. The system characteristics are best measured with a torque meter.

Torque Demands Driven Machine	Typical applications for electric motor or turbine driven equipment	Typical Service Factor
	Constant torque such as Centrifugal Pumps, Blowers and Compressors.	1.0
	Continuous duty with some torque variations including Plastic Extruders, Forced Draft Fans.	1.5
	Light shock loads from Metal Extruders, Cooling Towers, Cane Knife, Log Haul.	2.0
	Moderate shock loading as expected from a Car Dumper, Stone Crusher, Vibrating Screen.	2.5
	Heavy shock load with some negative torques from Roughing Mills, Reciprocating Pumps, Compressors, Reversing Runout Tables.	3.0
	Applications like Reciprocating Compressors with frequent torque reversals, which do not necessarily cause reverse rotations.	Refer to Factory



Products

General Information

- Rexnord standards apply unless otherwise specified.
- All dimensions are for reference only and are subject to change without notice unless certified.
- Unless otherwise specified, Falk coupling hub Sizes 1020 thru 1090 will be bored for clearance fit with a setscrew over the keyway. Sizes 1100 and larger will be furnished for interference fit without a setscrew (see **Table 27, page 40**). Recommended key sizes for the listed maximum bores are shown in **Table 26 on page 40**.
- Torque ratings of couplings utilizing Taper-Lock bushings can differ from those that do not. Refer to Rexnord for details.
- If Factory is to supply coupling hubs bored for Taper-Lock bushings, the bushing manufacturer **MUST** be noted on the order.
- Consult Rexnord when limited end float is required or application temperature exceeds 250°F.

How to Order

The following information is necessary to quote or ship to your exact requirements. Prompt service is assured if this information is given on your inquiry or order.

1. Application: Driver & Driven
2. Power: Normal hp, Maximum hp or Torque (lb-in)
3. Speed (rpm)
4. For Type T63 Disc Brake Couplings, furnish brake requirements.
 - A. Holding torque requirement.
 - B. WR^2 of rotating parts (at brake location).
 - C. Frequency of stops.
 - D. Rate of deceleration required — desired stop time and stopping rpm.
5. Quantity
6. Coupling Size and Type e.g., 110T41 or 1070T10
7. Shaft Gap or distance between shaft ends (BE Dimension)
8. Bore Sizes: Must specify clearance or interference fit, or fit will be furnished per **Table 27, page 40**. Bore sizes will be furnished as per **Table 28 on page 40** or **Table 30 on pages 41 and 42** unless specified differently.
9. Shaft Dimensions as follows:

For Straight Shafts:

Driving Shaft		Driven Shaft	
Diameter U	_____	Diameter U	_____
Tolerance	_____	Tolerance	_____
Length V	_____	Length V	_____
Keyway	_____	Keyway	_____

NOTE: Provide shaft tolerances if different than those shown in **Table 27 through Table 30, pages 40-42**. Unless otherwise specified, keyway sizes in inch shafts will be furnished based on key sizes listed in **Table 26, page 40**, to Rexnord tolerances; metric keyways will be furnished for keys listed in **Table 26, page 40** per ISO/R773-1969 (ANSI/AGMA 9112) and Js9 width tolerances. For other shaft/bore requirements, consult Rexnord.

For Taper Shafts: keyway is assumed to be parallel to the bore.

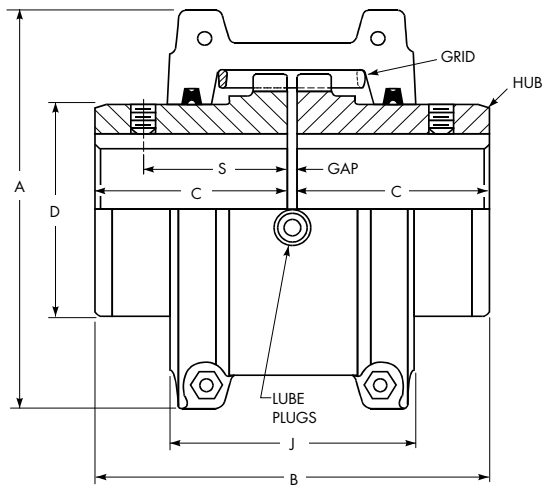
Diameter U	_____	Across Flats	_____
Length V	_____	Corners ZW	_____
Length W	_____	Taper	_____
Length X	_____	Keyway	_____
Length Y	_____		

Factory Warranty

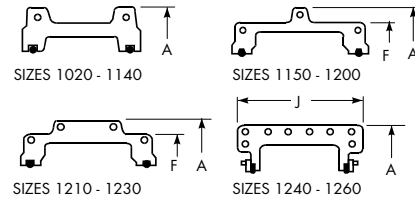
We're so confident in the performance and reliability of our latest generation of Falk and Rexnord® gear drives that we're backing this comprehensive offering with the best standard warranty in the business. Our full, 3-year Heavy-Duty Warranty provides "shaft-to-shaft" protection on all Falk components — including bearings and seals. It's an industry first ... and one more powerful reason why Rexnord is your ultimate bottom-line drive and coupling value. ① Steelflex grid couplings are warranted for 5 Years when lubricated with Falk Long Term Grease (LTG).

- ① Warranty extends for 3 years from date of shipment. Does not apply to Falk Omnibox®, Ultramite®, Fluid Couplings, RENEW® and spare parts. Warranty applies to Steelflex and Lifelign® couplings with the use of Falk LTG.

Close-Coupled Type T10



COVER PROFILES – HORIZONTAL SPLIT



Sizes 1020 thru 1230T10 covers are cast aluminum alloy;
Sizes 1240 thru 1260T10 are fabricated steel.

Dimensions (in)

Size ①	Torque Rating (lb-in) ②	Allow Speed RPM ③	Max Bore ④	Min Bore ⑤	Cplg Wt with No Bore (lb)	Lube Wt (lb)	A	B	C	D	F	J	S	GAP
1020T	460	4500	1.125	0.500	4.2	0.06	3.82	3.88	1.88	1.56	—	2.62	1.54	0.125
1030T	1,320	4500	1.375	0.500	5.7	0.09	4.16	3.88	1.88	1.94	—	2.69	1.54	0.125
1040T	2,200	4500	1.625	0.500	7.4	0.12	4.50	4.12	2.00	2.25	—	2.75	1.58	0.125
1050T	3,850	4500	1.875	0.500	12	0.15	5.32	4.88	2.38	2.62	—	3.19	1.76	0.125
1060T	6,050	4350	2.125	0.750	16	0.19	5.82	5.12	2.50	3.00	—	3.68	2.06	0.125
1070T	8,800	4125	2.500	0.750	23	0.25	6.25	6.12	3.00	3.44	—	3.81	2.12	0.125
1080T	18,150	3600	3.000	1.062	39	0.38	7.50	7.12	3.50	4.12	—	4.55	2.54	0.125
1090T	33,000	3600	3.500	1.062	56	0.56	8.31	7.88	3.88	4.88	—	4.81	2.82	0.125
1100T	55,550	2440	4.000	1.625	93	0.94	9.88	9.69	4.75	5.59	—	6.12	—	0.188
1110T	82,500	2250	4.500	1.625	120	1.12	10.62	10.19	5.00	6.31	—	6.36	—	0.188
1120T	121,000	2025	5.000	2.375	179	1.62	12.12	12.00	5.88	7.06	—	7.54	—	0.250
1130T	176,000	1800	6.000	2.625	266	2.0	13.62	13.00	6.38	8.56	—	7.68	—	0.250
1140T	253,000	1650	7.250	2.625	392	2.5	15.12	14.75	7.25	10.00	—	7.92	—	0.250
1150T	352,000	1500	8.000	4.250	500	4.3	17.84	14.65	7.20	10.60	15.40	10.69	—	0.250
1160T	495,000	1350	9.000	4.750	681	6.2	19.76	15.85	7.80	12.00	17.20	10.96	—	0.250
1170T	660,000	1225	10.000	5.250	987	7.7	22.32	17.25	8.50	14.00	19.18	12.10	—	0.250
1180T	915,000	1100	11.000	6.000	1365	8.3	24.80	19.05	9.40	15.50	21.84	12.64	—	0.250
1190T	1,210,000	1050	12.000	6.000	1710	9.7	26.60	20.65	10.20	17.20	23.93	12.80	—	0.250
1200T	1,650,000	900	13.000	7.000	2331	12.4	29.80	22.25	11.00	19.60	26.00	14.00	—	0.250
1210T	2,200,000	820	14.000	7.000	3140	23.2	33.25	24.50	12.00	21.00	29.56	17.00	—	0.500
1220T	2,970,000	730	15.000	8.000	3935	35.4	36.25	26.10	12.80	22.50	32.37	19.30	—	0.500
1230T	3,850,000	680	16.000	8.000	4997	53.0	39.50	27.70	13.60	24.00	35.62	21.50	—	0.500
1240T	4,950,000	630	17.000	10.000	6504	74.5	42.80	29.50	14.50	25.50	—	25.50	—	0.500
1250T	6,600,000	580	18.500	10.000	8450	110.5	46.50	32.10	15.80	28.00	—	27.50	—	0.500
1260T	8,250,000	540	20.000	10.000	10322	148.1	49.64	34.50	17.00	30.00	—	30.00	—	0.500

① Refer to **page 10** for General Information.

② Peak torque capacity is two times the published rating. Torque ratings for hubs with bushings differ from those shown, refer to **Table 18, page 36**.

③ Consult Factory for higher speeds.

④ Maximum bores are reduced for hubs furnished with an interference fit and a setscrew over the keyway. Refer to Rexnord Engineering Sheet 427-105 for details.

⑤ Minimum bore is the smallest bore to which a Rough Stock Bore (RSB) hub can be bored. Depending upon coupling size, RSB hubs may have only a blind centering hole or a through hole that will permit remachining of the hubs to the minimum bores specified.

NOTE: Dimensions subject to change. Certified dimensions of ordered material furnished on request.

(421-110) 11

Engineering Data

Table 13 — Shaft Diameters & Ratings for NEMA 60 Hertz & 50 Hertz Metric Motors

NEMA 60 Hertz Motors (HP)																													
Frame Size		T Frames																		TS Frames									
		143	145	182	184	213	215	254	256	284	286	324	326	364	365	404	405	444	445	284	286	324	326	364	365	404	405	444	445
Shaft Dia (in)		0.88	0.88	1.13	1.13	1.38	1.38	1.63	1.63	1.88	1.88	2.13	2.13	2.38	2.38	2.88	2.88	3.38	3.38	1.63	1.63	1.88	1.88	1.88	1.88	2.13	2.13	2.38	2.38
3600 RPM	Drip Proof	1-1/2	2-3	5	7-1/2	10	15	20	25	30	40	50	60	75	100	125	150	200	250	30	40	50	60	75	100	125	150	200	250
	Enclosed	1-1/2	2	3	5	7-1/2	10	15	20	25	30	40	50	60	75	—	100	125	150	25	30	40	50	60	75	—	100	125	150
1800 RPM	Drip Proof	1	1-1/2, 2	3	5	7-1/2	10	15	20	25	30	40	50	60	75	100	125	150	200	25	30	40	50	60	75	100	125	150	200
	Enclosed	1	1-1/2, 2	3	5	7-1/2	10	15	20	25	30	40	50	60	75	—	100	125	150	25	30	40	50	60	75	—	100	125	150
1200 RPM	Drip Proof & Enclosed	3/4	1	1-1/2	2	3	5	7-1/2	10	15	20	25	30	40	50	60	75	100	125	15	20	25	30	40	50	60	75	100	125
900 RPM	Drip Proof & Enclosed	1/2	3/4	1	1-1/2	2	3	5	7-1/2	10	15	20	25	30	40	50	60	75	100	10	15	20	25	30	40	50	60	75	100

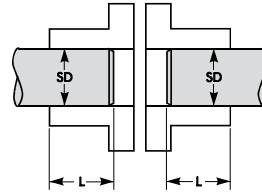
50 Hertz Metric Motors (kW)																			
Frame Size	80	90S	90L	100L	112M	132S	132M	160M	160L	180M	180L	200M/L	225S	225M	250S	250M	280S	280M	
Shaft Dia (mm)	19	24	24	28	28	38	38	42	42	48	48	55	55 60	55 60	60, 65 70	60, 65 70	65, 75 80	65, 75 80	
3000 RPM	0.75 1.10	1.5	2.2	3.0	4	5.5 7.5	—	11 15	18.5	22	—	30 37	45	45	55	55 75	75 90	90 110	
1500 RPM	0.55 0.75	1.1	1.5	2.2 3.0	4	5.5	7.5	11	15	18.5	22	30	37 45	45	55	55 75	75 90	90 110	
1000 RPM	0.37 0.55	0.75	1.1	1.5	2.2	3	4 5.5	7.5	11	—	15	18.5 22	30	30	37	37 45	45 75	55 75	
750 RPM	0.18 0.25	0.37	0.55	0.75 1.1	1.5	2.2	3	4 5.5	7.5	—	11	15	18.5	22	30	30 37	37 45	45 55	

OVERHANGING HUBS — Hubs may be overhung on the shafting, provided there is more than one shaft diameter of hub/shaft engagement for clearance fits, or more than 0.75 times shaft diameter hub/shaft engagement for interference fits. If hub engagement is less than what is required, use a standard long hub listed in **Table 22** on **page 39**, or submit application details to the Factory.

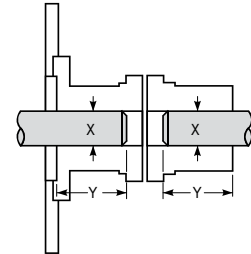
Dimension L must be equal to or greater than Dimension SD for clearance fits, or greater than Dimension SD times 0.75 for interference fits. For Type T63, Dimension Y must be equal to or greater than Dimension X.

Example: SD = 4"; then L must be 4" or more for clearance fits or 3" or more for interference fits.

CAUTION: The effect of open keyways on coupling balance should be accounted for.



Example – Type T, Other than T63



Example – Type T63

Engineering Data

Table 14 — Type T Hub & Flanged Hub Bore Ranges with Square & Rectangular Keys ③

Size ①	Min Bore ⑧	Inches															Millimeters ⑤		
		For One Square Key			For One Rectangular Key						For Two Square Keys			For Two Rectangular Keys			Min Bore	Max Bore	
		Max Bore ④	Y=X		Max Bore ④	Y=X		Max Bore ④	Y=W/2 ④		Max Bore ④	Y=X		Max Bore ④	Y=X			Std Bore Fits per Table 30 ⑥	Int Fit per Table 30 w/ Setscrew Over Keyway
			W	Y		W	Y		W	Y		W	Y		W	Y			
20/1020T	0.500	1.125 ②	0.250 ②	0.125 ②	1.187	0.250	0.093	1.250	0.250	0.062	—	—	—	—	—	—	13	28	24
30/1030T	0.500	1.375 ②	0.312 ②	0.156 ②	1.437	0.375	0.125	1.562	0.375	0.062	—	—	—	—	—	—	13	35	30
40/1040T	0.500	1.625 ②	0.375 ②	0.187 ②	1.750	0.375	0.125	1.750	0.375	0.062	—	—	—	—	—	—	13	43	38
50/1050T	0.500	1.875 ②	0.500 ②	0.250 ②	2.000	0.500	0.187	2.125	0.500	0.125	—	—	—	—	—	—	13	50	45
60/1060T	0.750	2.125 ②	0.500 ②	0.250 ②	2.250	0.500	0.187	2.375	0.625	0.125	—	—	—	—	—	—	20	56	50
70/1070T	0.750	2.300 ②	0.625 ②	0.312 ②	2.487	0.625	0.218	2.675	0.750	0.125	—	—	—	—	—	—	20	67	60
80/1080T	1.062	3.000 ②	0.750 ②	0.375 ②	3.250	0.750	0.250	3.375	0.875	0.187	—	—	—	—	—	—	27	80	75
90/1090T	1.062	3.500 ②	0.875 ②	0.437 ②	3.750	0.875	0.312	3.875	1.000	0.250	—	—	—	—	—	—	27	95	90
100/1100T	1.625	4.000 ②	1.000 ②	0.500 ②	4.250	1.000	0.375	4.500	1.000	0.250	—	—	—	—	—	—	42	110	100
110/1110T	1.625	4.500 ②	1.000 ②	0.500 ②	4.625	1.250	0.437	5.000	1.250	0.250	—	—	—	—	—	—	42	120	110
120/1120T	2.375	5.000 ②	1.250 ②	0.625 ②	5.375	1.250	0.437	5.750	1.500	0.250	—	—	—	—	—	—	61	140	120
130/1130T	2.625	6.000 ②	1.500 ②	0.750 ②	6.500	1.500	0.500	6.500	1.500	0.250	—	—	—	—	—	—	67	170	150
140/1140T	2.625	7.000	1.750	0.875	7.250 ②	1.750 ②	0.750 ②	7.750	2.000	0.500	—	—	—	—	—	—	67	200	180
150/1150T	4.250	7.500	1.750	0.875	8.000 ②	2.000 ②	0.750 ②	—	—	—	—	—	—	—	—	—	108	215	190
160/1160T	4.750	8.500	2.000	1.000	9.000 ②	2.000 ②	0.750 ②	—	—	—	—	—	—	—	—	—	121	240	215
1710T	5.250	9.750	2.500	1.250	10.000 ②	2.500 ②	0.875 ②	—	—	—	10.750	1.750	0.875	11.000	1.750	0.750	134	280	240
1810T	6.000	10.750	2.500	1.250	11.000 ②	2.500 ②	0.875 ②	—	—	—	12.000	1.750	0.875	12.250	2.000	0.750	153	300	260
1910T	6.000	11.750	3.000	1.500	12.000 ②	3.000 ②	1.000 ②	—	—	—	13.000	2.000	1.000	13.250	2.000	0.750	153	336	290
2000T	7.000	12.750	3.000	1.500	13.000 ②	3.000 ②	1.000 ②	—	—	—	14.000	2.500	1.250	14.250	2.500	0.875	178	360	320
2100T	7.000	13.750	3.500	1.750	14.000 ②	3.500 ②	1.250 ②	—	—	—	15.000	2.500	1.250	15.250	2.500	0.875	178	390	350
2200T	8.000	14.750	3.500	1.750	15.000 ②	3.500 ②	1.250 ②	—	—	—	16.000	2.500	1.250	16.250	3.000	1.000	178	420	380
2300T	8.000	15.750	4.000	2.000	16.000 ②	4.000 ②	1.500 ②	—	—	—	17.000	3.000	1.500	17.250	3.000	1.000	254	450	410
2400T	10.000	16.750	4.000	2.000	17.000 ②	4.000 ②	1.500 ②	—	—	—	18.000	3.000	1.500	18.250	3.000	1.000	254	480	440
2500T	10.000	18.000	4.000	2.000	18.500 ②	5.000 ②	1.750 ②	—	—	—	19.250	3.500	1.750	19.750	3.500	1.250	⑦	⑦	⑦
2600T	10.000	19.500	5.000	2.500	20.000 ②	5.000 ②	1.750 ②	—	—	—	20.750	3.500	1.750	21.250	3.500	1.250	⑦	⑦	⑦

Table 15 — Type T31& T35 Shaft Hub Bore Ranges with Square & Rectangular Keys ③

Size ①	Min Bore ⑧	Inches									Millimeters			
		For One Square Key			For One Rectangular Key						Min Bore	Max Bore		
		Max Bore ④	Y=X		Max Bore ④	Y=X		Max Bore ④	Y=W/2 ④			Std Bore Fits per Table 30	Int Fit per Table 30 w/ Setscrew Over Keyway	With Puller Holes per Table 23 or Table 24
			W	Y		W	Y		W	Y				
1020T	0.500	1.375 ②	0.312 ②	0.156 ②	1.437	0.375	0.125	1.562	0.375	0.062	13	35	30	35
1030T	0.500	1.625 ②	0.375 ②	0.188 ②	1.750	0.375	0.125	—	—	—	13	43	38	43
1040T	0.500	2.125 ②	0.500 ②	0.250 ②	2.250	0.500	0.188	2.375	0.625	0.125	13	56	50	56
1050T	0.500	2.375 ②	0.625 ②	0.312 ②	2.500	0.625	0.218	2.625	0.625	0.125	13	67	60	67
1060T	0.750	2.875 ②	0.750 ②	0.375 ②	3.125	0.750	0.250	3.250	0.750	0.125	20	80	76	80
1070T	0.750	3.125 ②	0.750 ②	0.375 ②	3.250	0.750	0.250	3.375	0.875	0.188	20	85	80	85
1080T	1.062	3.500 ②	0.875 ②	0.438 ②	3.750	0.875	0.312	3.875	1.000	0.250	27	95	90	88
1090T	1.062	4.000 ②	1.000 ②	0.500 ②	4.250	1.000	0.375	4.500	1.000	0.250	27	110	100	100
1100T	1.500	4.750 ②	1.250 ②	0.625 ②	5.000	1.250	0.438	5.250	1.250	0.250	39	130	120	120
1110T	2.000	5.500 ②	1.250 ②	0.625 ②	5.875	1.500	0.500	6.250	1.500	0.250	51	150	140	140
1120T	2.500	6.250 ②	1.500 ②	0.750 ②	6.500	1.500	0.500	6.750	1.750	0.625	64	170	165	160
1130T	3.000	6.750	1.750	0.875	7.000 ②	1.750 ②	0.750 ②	7.250	1.750	0.625	77	190	180	175
1140T	3.500	7.500	2.000	1.000	8.000 ②	2.000 ②	0.750 ②	8.500	2.000	0.500	89	210	200	200
1150T	4.000	9.750	2.000	1.000	10.000 ②	2.500 ②	0.875 ②	—	—	—	102	270	230	250
1160T	4.500	10.500	2.500	1.250	11.000 ②	2.500 ②	0.875 ②	—	—	—	115	290	260	280
1170T	5.000	12.000	3.000	1.500	13.000 ②	3.000 ②	1.000 ②	—	—	—	127	340	290	330
1180T	4.000	12.000	3.000	1.500	13.000 ②	3.000 ②	1.000 ②	—	—	—	102	340	310	340
1190T	4.500	13.250	3.500	1.750	14.250 ②	3.500 ②	1.250 ②	—	—	—	116	380	340	380
1200T	5.000	14.250	3.500	1.750	15.000 ②	3.500 ②	1.250 ②	—	—	—	127	400	365	400

- ① Refer to **page 10** for general information.
- ② Metric keyways and keyway radiuses will be furnished per ISO/R773 (DIN 6885/1) and Js9 width tolerances unless otherwise specified. P9 and D10 width tolerance can be furnished on request. Refer to 427-140 for tolerances.
- ③ Shaded areas indicate maximum bores using standard recommended keys shown in **Table 26**.
- ④ Unless otherwise specified, Sizes 1020 thru 1090 will be furnished for clearance fit with a setscrew over the keyway and Sizes 1100 and larger will be furnished for interference fit without a setscrew. Exception: For Types T50 and T70, coupling hubs are normally furnished with an average interference fit of 0.0005" per inch of shaft diameter. Clearance fit and/or hubs with setscrews are not recommended.
- ⑤ Shaft keyway depth Y equals one-half of square key W. **NOTE:** Check key stresses.
- ⑥ Also applies to Hub Type T61, T63, T50 pilot hub and flanged hub of T50 and T70 type couplings.
- ⑦ With standard puller bolt holes per **Table 23, page 39**.
- ⑧ Consult Rexnord.
- ⑨ Minimum bore is the smallest bore to which a Rough Stock Bore (RSB) hub can be bored. Depending upon coupling size, RSB hubs may have only a blind centering hole or a through hole that will permit remachining of the hubs to the minimum bores specified.
- ⑩ Maximum bores are reduced for hubs furnished with an interference fit and a setscrew over the keyway. Refer to Rexnord Engineering Sheet 427-105 for details.

Engineering Data

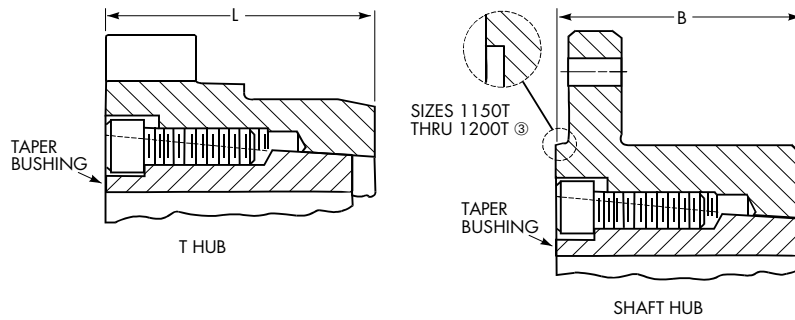


Table 18 — Taper-Lock Bushings for Type T Hubs & Shaft Hubs ①

Coupling Size	T Hub				Shaft Hub				
	Taper-Lock Bushing			L (in)	Taper-Lock Bushing			B (in)	Gear Cplg Rigid Hub Size
	Bushing Number	Bore Range ② (in)	Torque (lb-in)		Bushing Number	Bore Range ② (in)	Torque (lb-in)		
1020T	—	—	—	—	1108	0.500 to 1.125	460	1.38	—
1030T	1108	0.500 to 1.125	1,300	1.62	1108	0.500 to 1.125	1,300	1.62	—
1040T	1108	0.500 to 1.125	1,300	1.62	1310	0.500 to 1.375	2,200	2.12	—
1050T	1215	0.500 to 1.250	3,550	1.88	1615	0.500 to 1.625	3,850	2.38	—
1060T	1615	0.500 to 1.625	4,300	2.12	2012	0.500 to 2.000	6,500	2.88	—
1070T	2012	0.500 to 2.000	7,150	2.12	2525	0.750 to 2.500	8,800	3.12	—
1080T	2525	0.750 to 2.500	11,300	2.62	2525	0.750 to 2.500	11,300	3.50	—
1090T	3030	0.938 to 3.000	24,000	3.12	3030	0.938 to 3.000	24,000	4.00	—
1100T	3030	0.938 to 3.000	24,000	3.50	3535	1.188 to 3.500	48,800	3.56	—
1110T	3535	1.188 to 3.500	44,800	3.62	4040	1.438 to 4.000	77,300	4.10	—
1120T	4040	1.438 to 4.000	77,300	4.38	4545	1.938 to 4.500	110,000	4.70	—
1130T	4545	1.938 to 4.500	110,000	4.62	5050	2.438 to 5.000	126,000	5.30	—
1140T	5050	2.438 to 5.000	126,000	5.12	5050	2.438 to 5.000	126,000	6.00	—
1150T	5050	2.438 to 5.000	126,000	7.20	6050	3.438 to 6.000	282,000	6.80 ③	1055
1160T	5050	2.438 to 5.000	126,000	7.80	7060	3.938 to 7.000	416,000	7.34 ③	1060
1170T	7060	3.938 to 7.000	416,000	8.50	8065	4.438 to 8.000	456,000	8.67 ③	1070
1180T	8065	4.438 to 8.000	456,000	9.40	8065	4.438 to 8.000	456,000	9.80 ③	1080
1190T	8065	4.438 to 8.000	456,000	10.20	10085	7.000 to 10.000	869,000	10.86 ③	1090
1200T	10085	7.000 to 10.000	869,000	11.00	10085	7.000 to 10.000	869,000	12.00 ③	1100

① Use straight bored hubs for shock load or reversing load applications or applications that require 1.75 or higher coupling service factors or refer to the Factory for selection, price and delivery of special bushings. Refer to Factory for selection of Taper-Lock bushings for Type T50 and T70 couplings.

② Bushings require shaft keyways as calculated in **Table 26**.

③ For Sizes 1150T thru 1200T, dimension "B" is to the hub counterbore.

Engineering Data

Table 19 — WR² Values (lb-in²)

(WR² values are based on hubs with no bore; seals, lube plugs and gaskets are not considered.)

Coupling Size	Coupling Type											
	T10	T20	T31		T35		T10/G82 ①			T50		T70
			WR ² (Min BE)	WR ² Added per Inch of BE Over Minimum	WR ² (Min BE)	WR ² Added per Inch of BE Over Minimum	Rigid Hub Size	WR ² (Without Shaft)	WR ² Added per Inch of Length of “SD” Diameter Between Hubs	WR ² (Each Coupling)	WR ² Added per Inch of Length of “SD” Diameter Between Hubs	
1020T	4.83	5.32	9.8	0.18	7.3	0.18	—	—	—	—	—	—
1030T	7.61	7.99	15.3	0.42	11.5	0.42	—	—	—	14.8	0.043	14.8
1040T	11.19	11.99	31.8	0.76	21.5	0.76	—	—	—	—	—	—
1050T	24.85	25.76	62.0	1.40	43.4	1.40	—	—	—	61.7	0.14	61.7
1060T	40.66	41.16	132	2.38	86.4	2.38	—	—	—	—	—	—
1070T	63.18	61.68	175	4.06	119	4.06	—	—	—	144	0.44	144
1080T	154	148	396	8.37	275	8.37	—	—	—	346	1.08	346
1090T	269	272	805	16.2	537	16.2	—	—	—	603	2.24	603
1100T	609	608	1,756	27.2	1,183	27.2	—	—	—	1,424	5.46	1,424
1110T	923	930	2,726	45.4	1,825	45.4	1035G	2,688	11.3	2,384	7.95	2,383
1120T	1,755	1,611	5,341	70.9	3,548	70.9	1040G	5,155	17.3	2,734	14.1	2,733
1130T	3,378	3,568	8,563	153	5,970	153	1045G	8,738	35.8	4,854	23.1	4,852
1140T	6,306	6,431	14,871	283	10,588	283	1050G	16,346	76.3	9,575	30.2	9,572
1150T	11,922	11,243	30,740	237	21,331	237	1055G	28,112	113	10,390	49.3	—
1160T	19,876	20,597	43,610	394	31,773	394	1060G	41,251	181	31,150	113	—
1170T	35,621	35,625	84,639	789	60,130	789	1070G	80,916	276	51,140	113	—
1180T	62,553	—	135,817	1,197	99,185	1,197	1080G	130,917	404	88,040	181	—
1190T	89,359	—	222,003	1,856	155,681	1,856	1090G	212,411	572	125,920	276	—
1200T	148,676	—	319,363	3,306	234,019	3,306	1100G	316,614	788	204,240	404	—
1210T	257,900	—	—	—	—	—	—	—	—	—	—	—
1220T	385,696	—	—	—	—	—	—	—	—	—	—	—
1230T	597,136	—	—	—	—	—	—	—	—	—	—	—
1240T	1,157,844	—	—	—	—	—	—	—	—	—	—	—
1250T	1,791,120	—	—	—	—	—	—	—	—	—	—	—
1260T	2,428,359	—	—	—	—	—	—	—	—	—	—	—

① Values shown are for standard hub lengths.

Coupling Misalignment

Maximum life and minimum maintenance for the coupling and connected machinery will result if couplings are accurately aligned. Coupling life expectancy between initial alignment and maximum operating limits is a function of load, speed and lubrication. For applications requiring greater misalignment, refer application details to Rexnord.

Angular misalignment is expressed in degrees and as the difference between the value of X minus Y, as illustrated.

Parallel misalignment is the distance P between shaft center lines as shown.

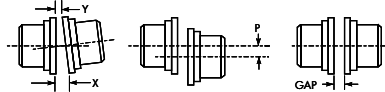


Table 20 — Misalignment Capacity (in) ②

Cplg Size	Recommended Installation Maximum				Maximum Operating				Normal Gap ± 10%	
	Parallel Offset – P			Angular (1/16") X Minus Y	Parallel Offset – P Inches ③		Angular (1/4") X Minus Y	All Types Except T31	Type T31	
	Types T10, T20, T31, T35, T41, T63	Type T50	Type T70		Types T10, T20, T31, T35, T41, T63	Type T70				
20/1020T	0.006	—	—	0.003	0.012	—	0.010	0.125	0.188	
30/1030T	0.006	0.002	0.003	0.003	0.012	0.006	0.012	0.125	0.188	
40/1040T	0.006	—	—	0.003	0.012	—	0.013	0.125	0.188	
50/1050T	0.008	0.002	0.004	0.004	0.016	0.008	0.016	0.125	0.188	
60/1060T	0.008	—	—	0.005	0.016	—	0.018	0.125	0.188	
70/1070T	0.008	0.002	0.004	0.005	0.016	0.008	0.020	0.125	0.188	
80/1080T	0.008	0.002	0.004	0.006	0.016	0.008	0.024	0.125	0.188	
90/1090T	0.008	0.003	0.004	0.007	0.016	0.008	0.028	0.125	0.188	
100/1100T	0.010	0.003	0.005	0.008	0.020	0.010	0.033	0.188	0.250	
110/1110T	0.010	0.003	0.005	0.009	0.020	0.010	0.036	0.188	0.250	
120/1120T	0.011	0.003	0.006	0.010	0.022	0.011	0.040	0.250	0.375	
130/1130T	0.011	0.004	0.006	0.012	0.022	0.011	0.047	0.250	0.375	
140/1140T	0.011	0.004	0.006	0.013	0.022	0.011	0.053	0.250	0.375	
150/1150T	0.012	0.004	0.006	0.016	0.024	0.012	0.062	0.250	0.375	
160/1160T	0.012	0.005	0.006	0.018	0.024	0.012	0.070	0.250	0.375	
170/1170T	0.012	0.005	0.006	0.020	0.024	0.012	0.079	0.250	0.375	
180/1180T	0.015	0.005	0.008	0.022	0.030	0.015	0.089	0.250	0.375	
190/1190T	0.015	0.006	0.008	0.024	0.030	0.015	0.097	0.250	0.375	
200/1200T	0.015	0.006	0.008	0.027	0.030	0.015	0.107	0.250	0.375	
1210T	0.018	—	—	0.029	0.036	—	0.118	0.500	—	
1220T	0.018	—	—	0.032	0.036	—	0.129	0.500	—	
1230T	0.019	—	—	0.035	0.038	—	0.142	0.500	—	
1240T	0.019	—	—	0.038	0.038	—	0.154	0.500	—	
1250T	0.020	—	—	0.042	0.040	—	0.169	0.500	—	
1260T	0.020	—	—	0.046	0.040	—	0.183	0.500	—	

② Values may be combined for an installation or an operating condition.

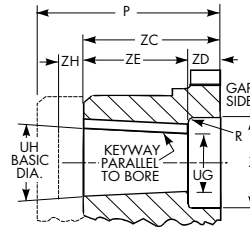
③ Operating offset limits between Type T50 floating shaft assembly is a function of 1/4" and distance between shaft ends.

NOTE: Dimensions subject to change. Certified dimensions of ordered material furnished on request.

(421-110) 37

Engineering Data

Table 22 specifies the taper and counter bore limitations for the usual requirements. Refer applications for counter bore diameters or depths which exceed any of these limitations, and requirements for hubs longer than those listed, to Rexnord with full particulars for review.



Type T Hub or T31/T35 Shaft Hubs Only ①

Table 22 — Taper & Counter Bore Limitations ①

Size	Std Long Hub Length L & P Max ②	R	Z Max	UG Min	UH Max	ZD Max	Keyway ③
20/1020T	3.88	0.12	1.438	0.500	1.125	0.62	0.250 x 0.125
30/1030T	4.12	0.12	1.812	0.500	1.375	0.62	0.312 x 0.156
40/1040T	4.12	0.12	2.125	0.500	1.625	0.62	0.375 x 0.188
50/1050T	6.50	0.25	2.562	0.500	1.875	0.81	0.500 x 0.250
60/1060T	6.59	0.25	2.875	0.750	2.125	0.81	0.500 x 0.250
70/1070T	6.59	0.25	3.312	0.750	2.500	0.88	0.625 x 0.312
80/1080T	8.09	0.38	4.062	1.062	3.000	1.25	0.750 x 0.375
90/1090T	8.09	0.38	4.625	1.062	3.500	1.38	0.875 x 0.438
100/1100T	8.06	0.50	5.375	1.625	4.000	1.69	1.000 x 0.500
110/1110T	8.06	0.50	6.000	1.625	4.500	1.75	1.000 x 0.500
120/1120T	8.03	0.62	6.500	2.375	5.000	2.00	1.250 x 0.625
130/1130T	8.03	0.62	8.000	2.625	6.000	2.06	1.500 x 0.750
140/1140T	8.03	0.75	9.250	2.625	7.000	2.25	1.750 x 0.625
150/1150T	7.20	0.75	10.500	4.250	8.000	2.50	2.000 x 0.750
160/1160T	7.80	0.75	12.000	4.750	9.000	2.75	2.000 x 0.750
1170T	8.50	0.75	14.000	5.250	10.000	3.00	2.500 x 0.875

Table 23 — Type T Steelflex Coupling Puller Bolt Holes (in)

Size	T-Hub		Shaft Hub	
	B.C.	Tap Size – UNC	B.C. ④	Tap Size – UNC
1020T	1.531	#6-32 x 0.38	2.812	0.375-16 x ⑤
1030T	1.875	#6-32 x 0.38	3.125	0.375-16 x ⑤
1040T	2.125	#10-24 x 0.38	3.875	0.375-16 x ⑤
1050T	2.500	#10-24 x 0.38	4.250	0.375-16 x ⑤
1060T	2.875	0.250-20 x 0.38	4.938	0.375-16 x ⑤
1070T	3.312	0.250-20 x 0.38	5.290	0.375-16 x ⑤
1080T	3.937	0.250-20 x 0.38	4.062	0.375-16 x .50
1090T	4.562	0.3125-18 x 0.44	4.625	0.375-16 x 0.50
1100T	5.250	0.375-16 x 0.50	5.750	0.625-11 x 0.82
1110T	5.875	0.4375-14 x 0.62	6.562	0.625-11 x 0.82
1120T	6.625	0.4375-14 x 0.62	7.500	0.750-10 x 0.94
1130T	7.750	0.625-11 x 0.82	8.188	0.750-10 x 0.94
1140T	9.125	0.625-11 x 0.82	9.250	0.750-10 x 0.94
1150T	10.375	0.750-10 x 0.94	—	—
1160T	11.750	0.875-9 x 1.06	—	—
1170T	13.250	1.125-7 x 1.25	—	—
1180T	14.875	1.250-7 x 1.50	—	—
1190T	16.250	1.500-6 x 1.75	—	—
1200T	17.937	1.500-6 x 1.75	—	—
1210T	19.562	1.500-6 x 1.75	—	—
1220T	21.312	1.500-6 x 1.75	—	—
1230T	23.062	1.500-6 x 1.75	—	—
1240T	24.938	1.500-6 x 1.75	—	—
1250T	27.188	1.500-6 x 1.75	—	—
1260T	29.500	1.500-6 x 1.75	—	—

- ① Refer to Rexnord for other hubs.
- ② Standard long hub length available for Type T Hubs and flanged hubs; consult Factory for longer lengths.
- ③ Keyway shown is for maximum bore.
- ④ Locate puller bolt holes 90° from keyway except as noted by Footnote ⑤.
- ⑤ Drill and tap thru flange between existing holes. Relation to keyway may vary freely.
- ⑥ See **page 10** for General Information.
- ⑦ 1000T series information also applies to 10T series, e.g., 1020=20.
- ⑧ Also applies to hub Types T61, T63, T50 pilot hub and flanged hub of Types T50 & T70 couplings.
- ⑨ Interference fit is not recommended.

Table 24 — Type G Gear Coupling Rigid Hub Puller Bolt Holes (in)

Size ⑥	B.C. Rigid Hub	Tap Size UNC
1035G	7.180	0.500-13 x 0.62
1040G	8.260	0.625-11 x 0.75
1045G	9.180	0.625-11 x 0.75
1050G	10.200	0.750-10 x 0.88
1055G	11.260	0.750-10 x 0.88
1060G	12.460	0.750-10 x 0.88
1070G	14.500	1.000-8 x 1.18
1080G	15.750	1.000-8 x 1.18
1090G	18.000	1.250-7 x 1.50
1100G	18.562	1.500-6 x 1.75
1110G	20.500	1.500-6 x 1.75

Table 25 — Reduced Max Bores Interference Fit & Setscrew Over Keyway — All Type T Couplings

Size ⑦	T ⑧	T41 Hub	Shaft Hub for T31 & T35
1020T	1.000	⑨	1.250
1030T	1.250	⑨	1.500
1040T	1.375	1.250	2.000
1050T	1.750	1.500	2.125
1060T	1.875	1.750	2.750
1070T	2.250	2.125	2.875
1080T	2.750	2.375	3.250
1090T	3.250	2.875	3.750
1100T	3.500	3.250	4.500
1110T	4.000	3.750	5.000
1120T	4.500	4.250	6.000
1130T	5.500	5.000	6.500
1140T	6.500	5.875	7.500
1150T	7.000	6.500	8.750
1160T	8.000	7.500	9.750
1170T	9.000	8.875	11.000
1180T	9.750	9.750	11.750
1190T	10.750	10.750	13.000
1200T	11.750	11.750	13.500

NOTE: Dimensions subject to change. Certified dimensions of ordered material furnished on request.

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Engineering Data

Table 26 — Recommended Commercial Keys for Bores with One Key (in/mm)

Inches (Per ANSI B17.1 Standard)											
Shaft Dia		Key	Shaft Dia		Key	Shaft Dia		Key	Shaft Dia		Key
Over	Through		Over	Through		Over	Through		Over	Through	
0.438	0.562	0.125 x 0.125	1.750	2.250	0.500 x 0.500	4.500	5.500	1.250 x 1.250	11.000	13.000	3.000 x 2.000
0.562	0.875	0.188 x 0.188	2.250	2.750	0.625 x 0.625	5.500	6.500	1.500 x 1.500	13.000	15.000	3.500 x 2.500
0.875	1.250	0.250 x 0.250	2.750	3.250	0.750 x 0.750	6.500	7.500	1.750 x 1.500	15.000	18.000	4.000 x 3.000
1.250	1.375	0.312 x 0.312	3.250	3.750	0.875 x 0.875	7.500	9.000	2.000 x 1.500	18.000	20.000	5.000 x 3.500
1.375	1.750	0.375 x 0.375	3.750	4.500	1.000 x 1.000	9.000	11.000	2.500 x 1.750	—	—	—
Millimeters (Per ISO R73 Standard)											
6	8	2 x 2	38	44	12 x 8	95	110	28 x 16	260	290	63 x 32
8	10	3 x 3	44	50	14 x 9	110	130	32 x 18	290	330	70 x 36
10	12	4 x 4	50	58	16 x 10	130	150	36 x 20	330	380	80 x 40
12	17	5 x 5	58	65	18 x 11	150	170	40 x 22	380	440	90 x 45
17	22	6 x 6	65	75	20 x 12	170	200	45 x 25	440	500	100 x 50
22	30	8 x 7	75	85	22 x 14	200	230	50 x 28	—	—	—
30	38	10 x 8	85	95	25 x 14	230	260	56 x 32	—	—	—

Table 27 — Standard Bore Fits — Unless Otherwise Specified, Falk Coupling Hubs Will Be Bored with the Following Bore Fits:

Model	Coupling Size	Coupling Type	Bore Fit
Steelflex Grid Couplings	1020 - 1090	T10, T20, T31, T35, T41	Clearance
	1100 and Larger	All Types	Interference
	All Sizes	T50, T63, T70, T90	Interference

Table 28 — Recommended Bores for Steel Hubs (in)

Shaft Dia	Clearance Fit		Interference Fit	
	Hub Bore	Clearance	Hub Bore	Interference
+ .0000	+ .0010	.0000	+ .0005	.0000
- .0005	- .0000	.0015	- .0000	.0010
0.5000	0.5000	↓	0.4990	↓
0.5625	0.5625	↓	0.5615	↓
0.6250	0.6250	↓	0.6240	↓
0.6875	0.6875	↓	0.6865	↓
0.7500	0.7500	↓	0.7490	↓
0.8125	0.8125	↓	0.8115	↓
0.8750	0.8750	↓	0.8740	↓
0.9375	0.9375	↓	0.9365	↓
1.0000	1.0000	↓	0.9990	↓
1.0625	1.0625	↓	1.0615	↓
1.1250	1.1250	↓	1.1240	↓
1.1875	1.1875	↓	1.1865	↓
1.2500	1.2500	↓	1.2490	↓
1.3125	1.3125	↓	1.3115	↓
1.3750	1.3750	↓	1.3740	↓
1.4375	1.4375	↓	1.4365	↓
1.5000	1.5000	↓	1.4990	↓
+ .0000	+ .0010	.0000	+ .0005	.0000
- .0010	- .0000	.0020	- .0000	.0015
1.5625	1.5625	↓	1.5610	↓
1.6250	1.6250	↓	1.6235	↓
1.6875	1.6875	↓	1.6860	↓
1.7500	1.7500	↓	1.7485	↓
1.8125	1.8125	↓	1.8110	↓
1.8750	1.8750	↓	1.8735	↓
1.9375	1.9375	↓	1.9360	↓
2.0000	2.0000	↓	1.9985	↓
+ .0000	+ .0015	.0000	+ .0005	.0000
- .0010	- .0000	.0025	- .0000	.0015
2.0625	2.0625	↓	2.0610	↓
2.1250	2.1250	↓	2.1235	↓
2.1875	2.1875	↓	2.1860	↓
Shaft Dia	Clearance Fit		Interference Fit	
	Hub Bore	Clearance	Hub Bore	Interference
+ .0000	+ .0015	.0000	+ .0010	.0005
- .0010	- .0000	.0025	- .0000	.0025
2.2500	2.2500	↓	2.2480	↓
3.1250	3.1250	↓	3.1205	↓
2.3750	2.3750	↓	2.3730	↓
2.4375	2.4375	↓	2.4355	↓
2.5000	2.5000	↓	2.4980	↓
2.5625	2.5625	↓	2.5605	↓
2.6250	2.6250	↓	2.6230	↓
2.6875	2.6875	↓	2.6855	↓
2.7500	2.7500	↓	2.7480	↓
2.8125	2.8125	↓	2.8105	↓
2.8750	2.8750	↓	2.8730	↓
2.9375	2.9375	↓	2.9355	↓
3.0000	3.0000	↓	2.9980	↓
+ .0000	+ .0015	.0000	+ .0010	.0005
- .0010	- .0000	.0025	- .0000	.0025
3.0625	3.0625	↓	3.0600	↓
3.1250	3.1250	↓	3.1225	↓
3.1875	3.1875	↓	3.1850	↓
3.2500	3.2500	↓	3.2475	↓
3.3125	3.3125	↓	3.3100	↓
3.3750	3.3750	↓	3.3725	↓
3.4375	3.4375	↓	3.4350	↓
3.5000	3.5000	↓	3.4975	↓
3.5625	3.5625	↓	3.5600	↓
3.6250	3.6250	↓	3.6225	↓
3.6875	3.6875	↓	3.6850	↓
3.7500	3.7500	↓	3.7475	↓
3.8125	3.8125	↓	3.8100	↓
3.8750	3.8750	↓	3.8725	↓
3.9375	3.9375	↓	3.9350	↓
4.0000	4.0000	↓	3.9975	↓
Shaft Dia	Clearance Fit		Interference Fit	
	Hub Bore	Clearance	Hub Bore	Interference
+ .0000	+ .0015	.0000	+ .0015	.0010
- .0010	- .0000	.0025	- .0000	.0035
4.0625	4.0625	↓	4.0590	↓
4.1250	4.1250	↓	4.1215	↓
4.1875	4.1875	↓	4.1840	↓
4.2500	4.2500	↓	4.2465	↓
4.3125	4.3125	↓	4.3090	↓
4.3750	4.3750	↓	4.3715	↓
4.4375	4.4375	↓	4.4340	↓
4.5000	4.5000	↓	4.4965	↓
4.5625	4.5625	↓	4.5590	↓
4.6250	4.6250	↓	4.6215	↓
4.6875	4.6875	↓	4.6840	↓
4.7500	4.7500	↓	4.7465	↓
4.8125	4.8125	↓	4.8090	↓
4.8750	4.8750	↓	4.8715	↓
4.9375	4.9375	↓	4.9340	↓
5.0000	5.0000	↓	4.9965	↓
5.0625	5.0625	↓	5.0585	.0015
5.1250	5.1250	↓	5.1210	.0040
5.1875	5.1875	↓	5.1835	↓
5.2500	5.2500	↓	5.2460	↓
5.3125	5.3125	↓	5.3085	↓
5.3750	5.3750	↓	5.3710	↓
5.4375	5.4375	↓	5.4335	↓
5.5000	5.5000	↓	5.4960	↓
5.5625	5.5625	↓	5.5585	↓
5.6250	5.6250	↓	5.6210	↓
5.6875	5.6875	↓	5.6835	↓
5.7500	5.7500	↓	5.7460	↓
5.8125	5.8125	↓	5.8085	↓
5.8750	5.8750	↓	5.8710	↓
5.9375	5.9375	↓	5.9335	↓
6.0000	6.0000	↓	5.9960	↓
6.2500	6.2500	↓	6.2460	↓
6.5000	6.5000	↓	6.4960	↓
Shaft Dia	Interference Fit		Interference Fit	
	Hub Bore	Interference	Hub Bore	Interference
+ .0000	+ .0015	.0015	+ .0015	.0015
- .0010	- .0000	.0040	- .0000	.0040
6.7500	6.7460	↓	6.7460	↓
7.0000	6.9960	↓	6.9960	↓
+ .0000	+ .0020	.0020	+ .0020	.0020
- .0010	- .0000	.0050	- .0000	.0050
7.2500	7.2450	↓	7.2450	↓
7.5000	7.4950	↓	7.4950	↓
7.7500	7.7450	↓	7.7450	↓
8.0000	7.9950	↓	7.9950	↓
8.2500	8.2445	↓	8.2445	.0025
8.5000	8.4945	↓	8.4945	.0055
8.7500	8.7445	↓	8.7445	↓
9.0000	8.9945	↓	8.9945	↓
9.2500	9.2440	↓	9.2440	.0030
9.5000	9.4940	↓	9.4940	.0060
9.7500	9.7440	↓	9.7440	↓
10.0000	9.9940	↓	9.9940	↓
10.2500	10.2435	↓	10.2435	.0035
10.5000	10.4935	↓	10.4935	.0065
10.7500	10.7435	↓	10.7435	↓
11.0000	10.9935	↓	10.9935	↓
11.2500	11.2430	↓	11.2430	.0040
11.5000	11.4930	↓	11.4930	.0070
11.7500	11.7430	↓	11.7430	↓
12.0000	11.9930	↓	11.9930	↓
12.5000	12.4925	↓	12.4925	.0045
13.0000	12.9925	↓	12.9925	.0075
13.5000	13.4920	↓	13.4920	.0050
14.0000	13.9920	↓	13.9920	.0080
14.5000	14.4915	↓	14.4915	.0055
15.0000	14.9915	↓	14.9915	.0085
+ .0000	+ .0025	.0055	+ .0025	.0055
- .0010	- .0000	.0090	- .0000	.0090
15.5000	15.4910	↓	15.4910	↓
16.0000	15.9910	↓	15.9910	↓
16.5000	16.4905	↓	16.4905	.0060
17.0000	16.9905	↓	16.9905	.0095
17.5000	17.4895	↓	17.4895	.0070
18.0000	17.9895	↓	17.9895	.0105
18.5000	18.4890	↓	18.4890	.0075
19.0000	18.9890	↓	18.9890	.0110
19.5000	19.4880	↓	19.4880	.0085
20.0000	19.9880	↓	19.9880	.0120

① For shaft diameters larger than 20.000", use an average interference fit of 0.0005" per inch of shaft diameter within the following bore tolerances:

+ .003, - .000 for over 20 to 30 dia. incl.

+ .004, - .000 for over 30 to 40 dia. incl.

Tolerances and fits comply with, or are within, AGMA 9002 standard (Class 1 clearance fit).



866-REXNORD/866-739-6673 (Within the US)
414-643-2366 (Outside the US)
www.rexnord.com

Why Choose Rexnord?

When it comes to providing highly engineered products that improve productivity and efficiency for industrial applications worldwide, Rexnord is the most reliable in the industry. Commitment to customer satisfaction and superior value extend across every business function.

Delivering Lowest Total Cost of Ownership

The highest quality products are designed to help prevent equipment downtime and increase productivity and dependable operation.

Valuable Expertise

An extensive product offering is accompanied by global sales specialists, customer service and maintenance support teams, available anytime.

Solutions to Enhance Ease of Doing Business

Commitment to operational excellence ensures the right products at the right place at the right time.

Rexnord Corporation

Rexnord is a growth-oriented, multi-platform industrial company with leading market shares and highly trusted brands that serve a diverse array of global end markets.

Process and Motion Control

The Rexnord Process and Motion Control platform designs, manufactures, markets and services specified, highly engineered mechanical components used within complex systems where our customers' reliability requirements and the cost of failure or downtime are extremely high.

Water Management

The Rexnord Water Management platform designs, procures, manufactures and markets products that provide and enhance water quality, safety, flow control and conservation.

REXNORD

Rex[®] FALK Link-Belt[®] marbett[®] MLC[®] BERG[®] highfield[®] Stearns[®]

PAINTING INSTRUCTIONS

 PATTERSON PUMP COMPANY PO BOX 790 9201 AYERSVILLE ROAD TOCCOA, GEORGIA 30577	ORDER FIRST USED ON: Standard Pumps			PI-619-7
	ISSUED BY: AP	DATE: 4/07/04	PAGE: 1 OF 1	
All surfaces to be painted except bronze, copper, aluminum, stainless steel, and machined surfaces. All surfaces to be painted are to be cleaned of rust and scale by shot blasting to a near white finish. Fill all pits and dents, solvent clean, then paint pump interior and exterior as follows: <u>INTERIOR:</u> No Paint <u>PUMP EXTERIOR, BASE & MOTOR:</u> 2 Coats - Standard Grey Enamel Self-Priming Total 3 - 4 mils min. (74100457-0825) All machined surfaces to be coated with a suitable rust preventing compound.				

ECR# 40348 6/26/17

Form A04.9 9/28/95



TECHNICAL DATA SHEET

EN 145 GRAY ACRYLIC ENAMEL

QC.SA081146

(REV. NEW 06/25/2012)

DESCRIPTION

QC.SA081146 is a one component fast air dry enamel for use over properly prepared metal substrates.

ADVANTAGES

Very good humidity resistance

Very good adhesion

Fast dry

Good corrosion resistance

Very good weatherability

HANDLING PRECAUTIONS

Refer to the Material Safety Data Sheet

STORAGE LIFE

Six (6) Months in original sealed container at ambient temperatures

CHARACTERISTICS

Gloss: FULL 80°+ @ 60° meter

Weight per gallon: 8.57 lbs +/- 0.2

Volume Solids: 46% +/- 2%

Weight Solids: 52% +/- 2%

Viscosity: 16-20" #3 Zahn EZ Cup

V.O.C. 3.5 lb/gal

APPLICATION DATA:

MIXING: Stir thoroughly before and occasionally during use.

THINNING: Supplied ready to spray, however thinning up to 10% with Xylene or other aromatic solvents is acceptable.

POT LIFE: N/A

APPLICATION EQUIPMENT: Airless, Conventional or HVLP spray

DRYING TIME: (77°F 50% R.H.)

To Touch: 15 minutes

Tack Free: 30 minutes

To Handle: 60 minutes

Dry: 24 hours

Note: After 48 hours material should be mechanically abraded before topcoating or recoating.

RECOMMENDED FILM BUILD:

Wet: 4.0-5.0 mils

Dry: 1.2-2.0 mils

SPREADING RATE: 734 sq. ft. at 1.0 mil dry film per U.S. gallon Coverage figures do not include losses due to mixing, transfer or application of coating.



OPERATION & MAINTENANCE INSTRUCTIONS

CITY OF HUTTO

**HORIZONTAL SPLIT CASE PUMPS
PATTERSON MODEL: 6X5 MAA
PATTERSON ORDER: SC-C0181190**

REPRESENTATIVE

**PUMP SOLUTIONS, INC.
18594 US HIGHWAY 59
NEW CANEY, TX 77357-4884**

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Section 5	Motor Data
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5.2	Motor Installation Manual

DESIGN DATA

SC-C0181190

PUMP:

Patterson Pump Company
P. O. Box 790
2129 Ayersville Road
Toccoa, Georgia 30577

Phone: (706) 886-2101

Model: 6x5 MAA
Order Number: SC-C0181190
Flow: 1288 GPM
Total Head: 357 TDH
Speed: 3600 RPM

MOTOR:

WEG ELECTRIC MOTORS
1327 Northbrook Parkway Suite 490
Suwanee, GA 30024

Horsepower: 150 HP
Speed: 3600 RPM
Voltage: 3/60/460
Enclosure: TEFC
Frame: 445TS
Premium Efficient

AOR: 300 to 1700 GPM

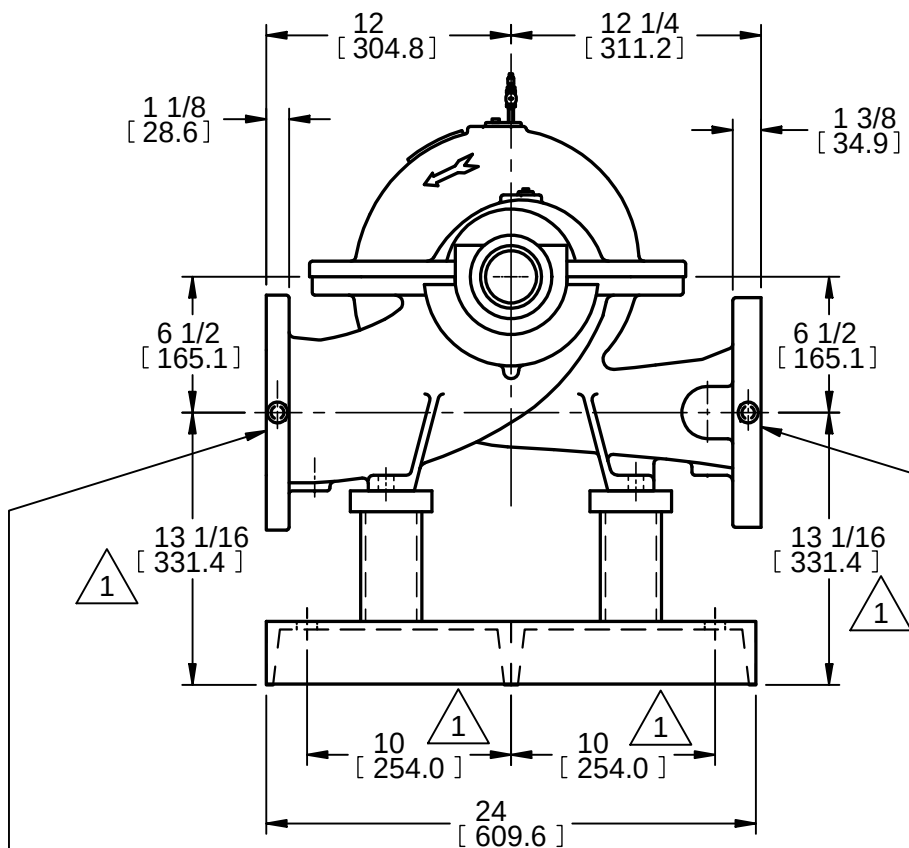
POR: 902 to 1545 GPM

UNIT:	City of Hutto				PPC ORDER No:	
JOB:	PUMP SOLUTIONS INC.				CUSTOMER PO No:	
PUMP:	6x5MAA	CAPACITY:	1181	G.P.M. @:	321	FT. HD.
MOTOR:	WEG	MAKE:	TEFC	FRAME:	444-445TS	
125 H.P.	3 PHASE	60	CYCLE	460	VOLT	3560 R.P.M.
CERTIFIED BY:				DATE:		

NOTES:

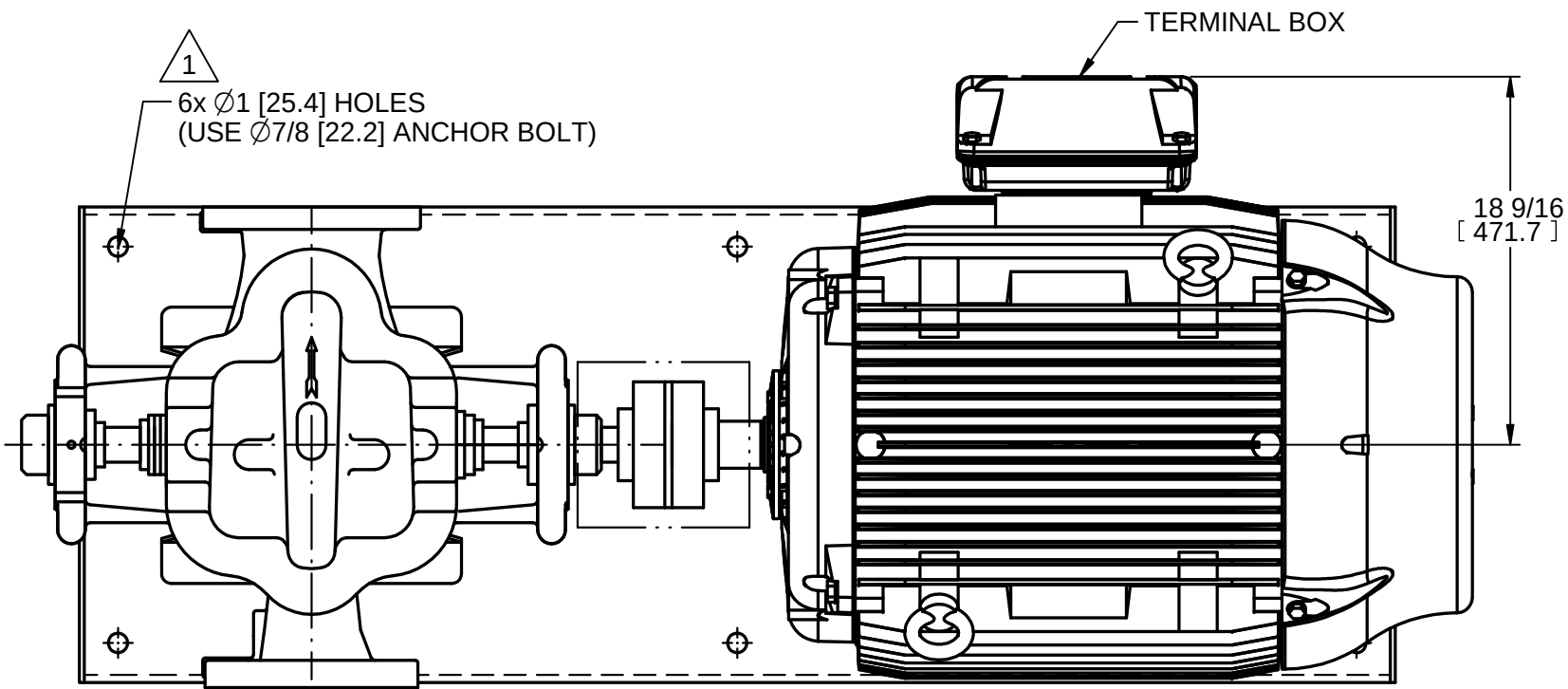
- 1) CLOCKWISE ROTATION SHOWN WHEN VIEWED FROM THE DRIVER END. SUCTION IS ON THE RIGHT, DISCHARGE IS ON THE LEFT.
- 2) GROUT HOLES ARE PROVIDED. IMPORTANT; BASEPLATES MUST BE GROUTED TO THEIR FULL DEPTH.
- 3) PRIMARY DIMENSIONS ARE INCHES, SECONDARY DIMENSIONS ARE MILLIMETERS.
- 4) ALL DIMENSIONS ARE ± 1/4" [6.4mm] (EXCEPT FOR FLANGE DRILLINGS).

APPROX. WEIGHTS:		
PUMP =	415 LBS	188 KG
MOTOR	1751 LBS	794 KG
CPLG. =	22 LBS	10 KG
GUARD =	12 LBS	5 KG
BASE =	400 LBS	181 KG
TOTAL =	2600 LBS	1179 KG

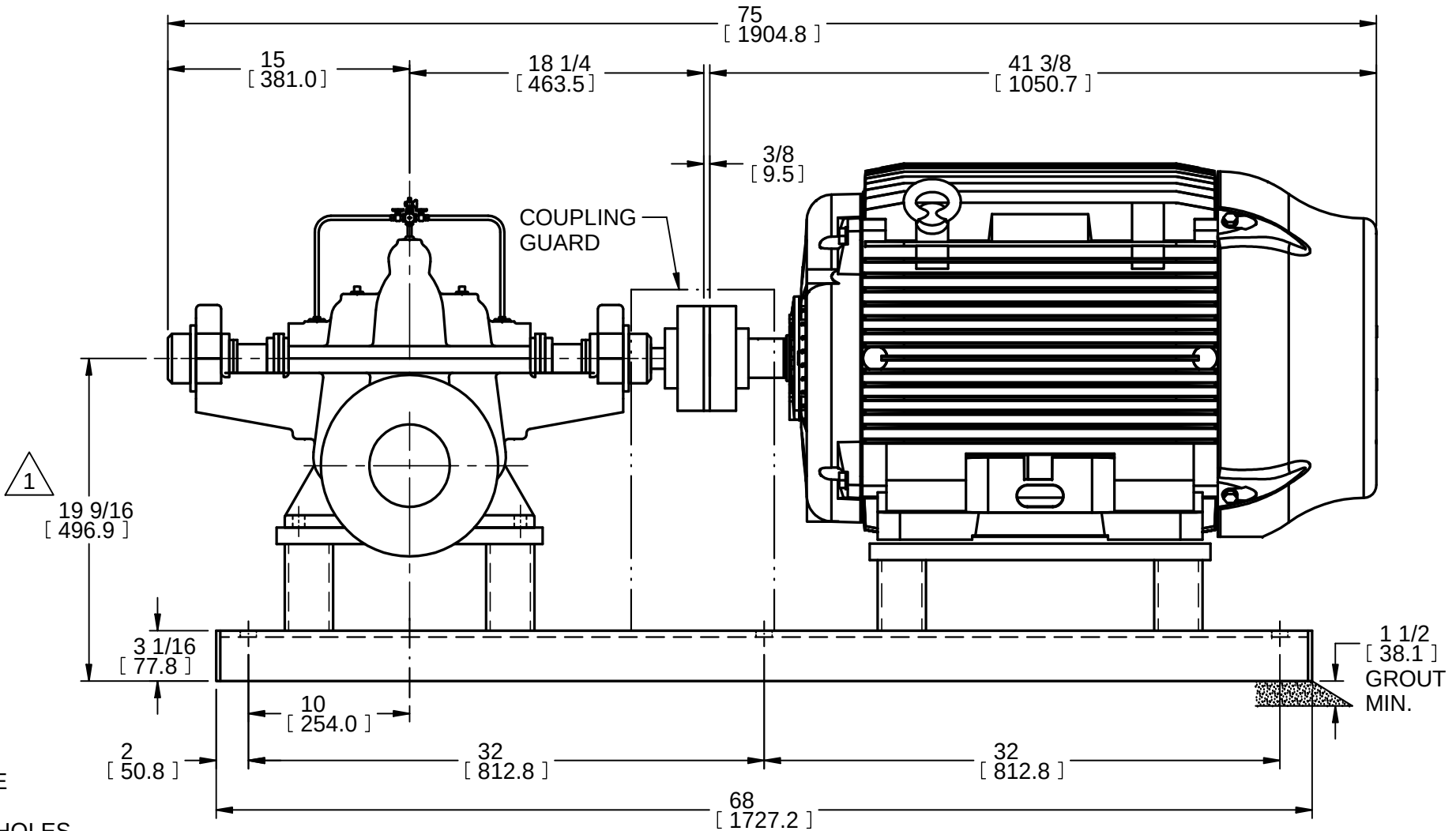


125 CLASS F.F.
Ø6 [152.4] SUCTION
Ø11 [279.4] FLANGE
8x Ø7/8 [22.2] BOLT HOLES
EQ. SP. ON A Ø9 1/2 [241.3] B.C.
B.C. STRADDLES C

250 CLASS F.F.
Ø5 [127] DISCHARGE
Ø11 [279.4] FLANGE
8x Ø7/8 [22.2] BOLT HOLES
EQ. SP. ON A Ø9 1/4 [235] B.C.
B.C. STRADDLES C

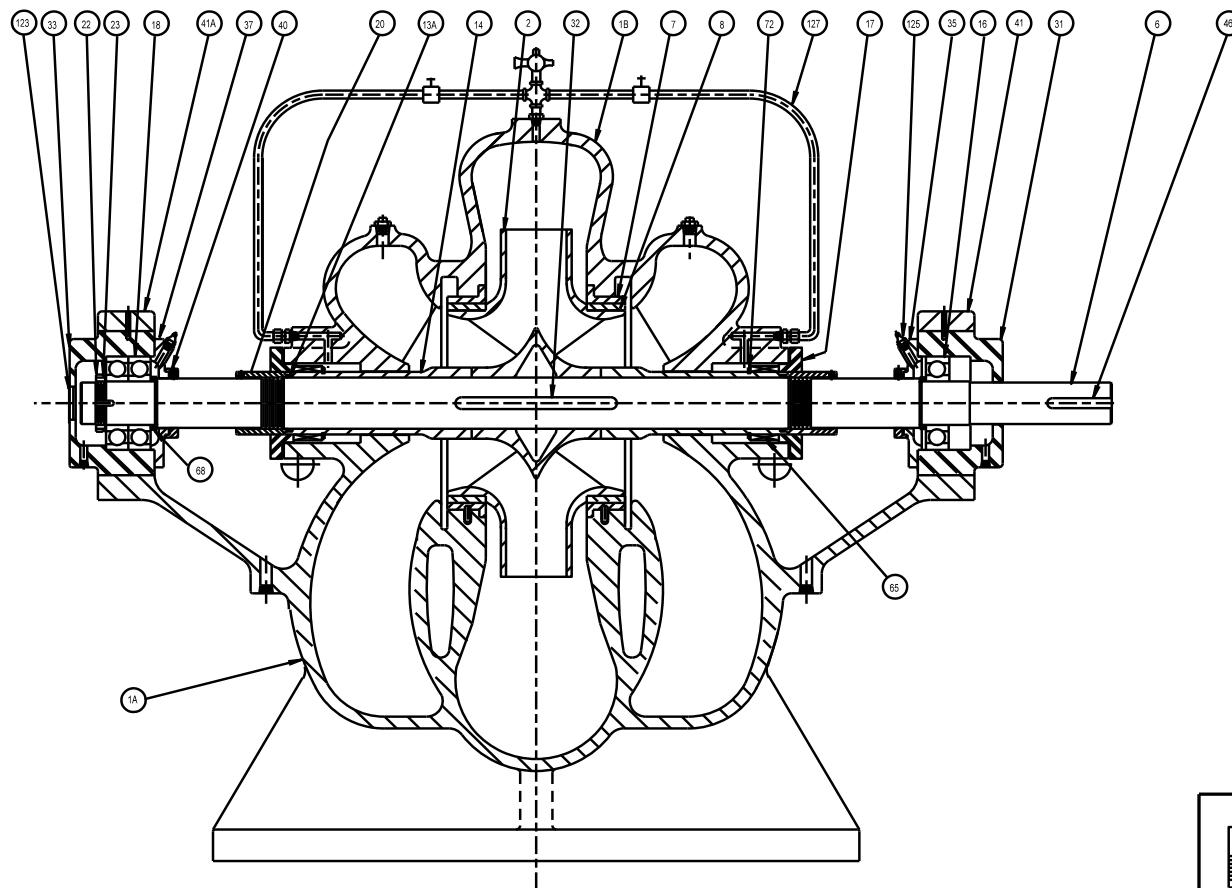


PLAN VIEW



OUTLINE DIMENSIONS
6x5MAA PUMP
w/ WEG 444-445TS MOTOR

DWG. NO.	C02-151519		REV.	1
DRAWN	mcaudell	DATE	MAY 30, 2019	
SCALE	NONE	APPRVD.	BG	



ITEM	DESCRIPTION
1A	LOWER CASING
1B	UPPER CASING
2	IMPELLER
6	SHAFT
7	CASING RING
8	IMPELLER RING
13A	SHAFT SLEEVE PACKING
14	SHAFT SLEEVE
16	INBOARD BEARING
17	GLAND
18	OUTBOARD BEARING
20	SLEEVE NUT
22	LOCKNUT
23	LOCKWASHER
31	INBOARD BEARING HOUSING
32	IMPELLER KEY
33	OUTBOARD BEARING HOUSING
35	INBOARD BEARING COVER
37	OUTBOARD BEARING COVER
40	DEFLECTOR
41	INBOARD BEARING CAP
41A	OUTBOARD BEARING CAP
46	COUPLING KEY
65	MECHANICAL SEAL
68	SHAFT COLLAR
72	SNAP RING
123	BEARING END COVER
125	GREASE FITTING
127	SEAL WATER PIPING



PATTERSON PUMP COMPANY

A SUBSIDIARY OF THE GORMAN-RUPP COMPANY

TOCCOA, GEORGIA

ASSEMBLY SECTION
for
GROUP 3
W/ MECHANICAL SEALS

DRAWN HOWARD	DATE 2-5-97	DRAWING NO. C02-65397
SCALE NONE	APPRVD A.P.	

4 X 3 ME
5 X 4 M
6 X 5 MAA
8 X 6 MJ
8 X 6 YR



OPERATION & MAINTENANCE MANUAL

FOR

DOUBLE SUCTION SPLIT CASE PUMPS

**PATTERSON PUMP COMPANY
A GORMAN-RUPP COMPANY
PO Box 790
2129 Ayersville Road
Toccoa, Georgia 30577
Telephone: 706-886-2101**

Revision 10-2016

SAFETY TERMINOLOGY AND SYMBOLS



This symbol indicates electrical safety instructions where noncompliance will involve a high risk to personal safety or the loss of life.



This symbol indicates safety instructions where noncompliance would affect personal safety and could result in loss of life.



This symbol indicates safety instructions where noncompliance will involve some risk to safe operation and personal safety and/or would damage the equipment or property.

INTRODUCTION

Patterson pumps, when properly installed and operated, and when given reasonable care and maintenance, will operate satisfactorily for a long period of time. This manual outlines the general principles that should be considered to ensure trouble-free pump operation.

Patterson pumps are built in a wide variety of designs and for many different services. This instruction manual should be studied carefully and followed, as there may be specific requirements for this unit and application that cannot be covered in a general discussion. These special instructions included within should be read thoroughly before operating the equipment.

GENERAL GUIDELINES



These instructions must always be kept close to the product's operating location or directly with the product.

These instructions are intended to facilitate familiarization with the product and its permitted use. Operating the product in compliance with these instructions is important to help ensure reliability in service and avoid risks. The instructions may not reflect all current legal requirements and local regulations; ensure that such requirements and regulations are observed by all, including those installing the product. Always coordinate repair activity with operations personnel, and follow all plant safety requirements and applicable safety and health laws/regulations.

SAFETY PRECAUTIONS

WARNING

Do not operate this equipment in excess of its rated speed or other than in accordance with the instructions contained in this manual.

The equipment has been found satisfactory of the conditions for which it was sold, but its operation in excess of these conditions may subject it to stresses and strains which it was not designed to withstand.

For equipment covered by this instruction book, it is important to observe safety precautions to protect personnel from possible injury. Among the many considerations, personnel should be instructed to:

- avoid contact with rotating parts
- avoid bypassing or rendering inoperative any safeguards or protective devices
- avoid extended exposure in close proximity to machinery with high noise levels
- use proper care and procedures in handling, lifting, installing, operating and maintaining the equipment
- do not modify this equipment – consult factory if modification is deemed necessary
- do not substitute parts for repair which can be provided by the equipment manufacturer.

Safe maintenance practices with qualified personnel are imperative.



Failure to heed this warning may result in an accident causing personal injury.

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SECTION 1

GENERAL INFORMATION

This manual covers the installation, operation and maintenance of Patterson Pump horizontal split case pumps. The pump is a centrifugal, single stage, double suction type. When properly installed and when given reasonable care and maintenance, centrifugal pumps should operate satisfactorily for a long period of time. Centrifugal pumps use the centrifugal force principal of accelerating the liquid within a rotating impeller, and then collecting it and converting it to pressure head in a stationary volute.

The pump consists of two assemblies:

1. Casing assembly or stationary part
2. Rotating element or moving part

This casing is split along the horizontal centerline of the pump shaft, suction and discharge nozzles both being located in the lower half. With this arrangement, it is not necessary to disconnect suction or discharge piping to make repairs to, or replace the rotating element. Upper and lower half casings are bolted together and doweled to maintain a smooth volute contour inside the pump. Supporting feet are integrally cast in the lower half casing and are drilled for bolting and doweling to base plate. Bearing brackets form a drip pocket for collecting stuffing box leakage and are provided with drilled and tapped connections for draining. The brackets also contain an overflow hole to release the water before it reaches the shaft, in case drain piping should become clogged. Suction and discharge flanges are drilled and tapped for gauge connections. Pump suction and discharge nozzles are drilled and tapped on the underneath side for complete pump drain. Wear rings are provided to minimize internal bypassing of the liquid being pumped, and to better efficiency, as well as to reduce the replacement of major components (such as casing and impeller).

SECTION 2

STORAGE & PROTECTION

All pumps are shop serviced and ready for operation when delivered, but there are occasions when considerable time elapses between the delivery date and the time the pump is put into operation. Equipment, which is not in service, should be kept in a clean, dry area. If equipment is to be stored for long periods of time (six months or more) the following precautions should be taken to insure that the equipment remains in good condition.

1. Be sure that the bearings are fully lubricated.

2. Unpainted-machined surfaces, which are subject to corrosion, should be protected by some corrosive resistant coating.
3. The shaft should be rotated 10 to 15 revolutions by hand periodically in order to spread the lubricant over all the bearing surfaces. Suitable intervals are from one to three months, depending on atmospheric conditions, etc. In order to insure that the pump shaft does not begin to sag, do not leave the shaft in the same position each time.
4. Space heaters on motors and controllers should be connected and fully operable if atmospheric conditions approach those experienced in operation. Consult instruction manuals for other precautions concerning storage of individual components of pumping unit.
5. Fresh lubricant must be applied to bearings upon removal of equipment from storage.

SECTION 3

INSTALLATION

3-1 Location:

Several factors should be considered when selecting a location for the pumping unit (pump, base, drive, and coupling). The unit should be accessible for both inspection and maintenance. Headroom should be provided for the use of crane, hoist or other necessary lifting devices. The pump should be located as close as possible to the liquid supply so that the suction line is short and direct. Location should require a minimum of elbows and fittings in the discharge line to minimize friction losses. The unit should be protected against flooding.

3-2 Foundation:

The foundation should be sufficiently substantial to absorb vibration and to form a permanent rigid support for the base plate. Concrete is most widely used for foundation. Before pouring the foundation, locate anchor bolts per outline drawing. Allow for 3/4 inch to 1 1/2 inch of grout between foundation and base plate. The top surface of the foundation should be roughened to provide a good bond for the grout.

3-3 Mounting:



Do not attempt to lift entire unit using lugs provided on either pump or motor only. Such action may lead to failure of the lugs and possible damage to the unit or injury to personnel. Lift unit with slings around the base plate, or by attaching cables to the lifting lugs on both the pump and the motor.

Coupling halves should be disconnected when mounting the pumping unit on the foundation. Wedges should be used to support the unit at the time of grouting. Wedges should be located adjacent to anchor bolts (one on each side of bolt) and midway between bolts. Adjust the wedges to raise or lower the unit as required to align suction and discharge flanges to piping and to level the base plate. Leveling bolts made of cap screws and nuts are useful when leveling large base plate, but should not replace shims or blocks for supporting the load. After unit has been in operation for about a week, check alignment. After making any required adjustments, dowel pump and motor to base.

3-4 Alignment:

The pump unit has been manufactured to allow field alignment. The unit must be properly aligned at the time of installation. Reliable trouble-free and efficient operation of a unit depends upon correct alignment. Misalignment may be the cause of noisy pump operation, vibration, premature bearing failure, or excessive coupling wear. Factors that may change the alignment of the pumping unit are settling of the foundation, springing of the base plate, piping strains, a shift of the pump or drive on the foundation. When checking coupling alignment, remember flexible couplings are not intended to be used as universal joints. The purpose of a flexible coupling is to compensate for temperature changes and to permit end movement of the shafts without interference with each other.

Two types of misalignment may exist: parallel misalignment and angular misalignment. Limits of misalignments are stated in the coupling manufacturer's instructions, but should be kept to a minimum for maximum life of equipment components.

To check coupling alignment, the following procedure should be followed:

1. Set the coupling gap to the dimension shown on the outline drawing.
2. Check for parallel misalignment by placing a straight edge across both coupling halves at four points 90° apart. Correct alignment occurs when the straight edge is level across the coupling halves at all points (Figure 1).
3. Check angular misalignment with a feeler gauge at four points 90° apart. Correct alignment occurs when the same gauge just enters between the halves at all four points.

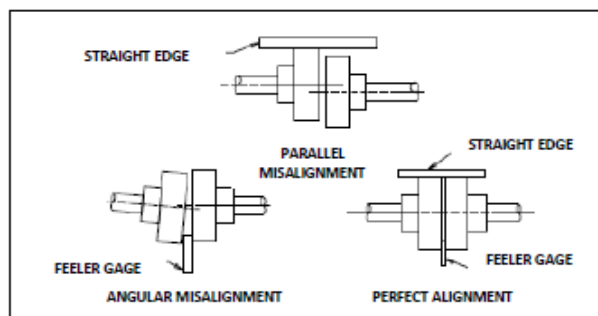


FIG. 1 TESTING ALIGNMENT, STRAIGHTEDGE

Angular and parallel misalignment is corrected by shifting the motor and adding or removing shims from under the motor feet. After each change, it is necessary to recheck the alignment of the coupling halves. Adjustment in one direction may disturb adjustment already made in another direction.

An alternative method for checking coupling alignment is by use of a dial indicator. Proceed as follows:

1. Scribe index lines on coupling halves or mark where the indicator point rests.
2. Set indicator dial to zero.
3. Slowly turn both coupling halves so that the index lines match or the indicator point is always on the mark (Figure 2).
4. Observe dial reading to determine whether adjustments are needed. Acceptable alignment occurs when total indicator reading does not exceed 0.004 inches for both parallel and angular alignment.

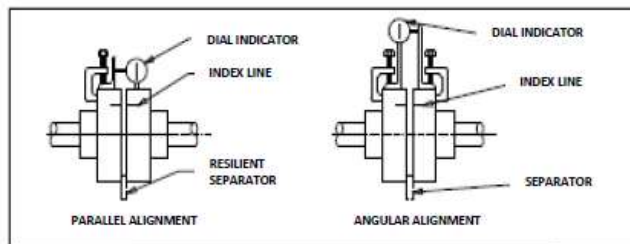


FIG. 2 TESTING ALIGNMENT, DIAL INDICATOR

The importance of correct alignment cannot be overemphasized. Alignment should be checked and corrected as required after:

1. Mounting
2. Grouting has hardened
3. Foundation bolts are tightened
4. Piping is connected
5. Pump, driver, or base plate is moved for any reason.



The importance of correct alignment cannot be overemphasized.
The following procedure should be used for initial installation.

1. Place complete pump assembly on anchor bolts allowing room under the base plate for leveling wedges or shims. Make sure the base plate is level by using the leveling wedges adjacent to the foundation bolts and midway between the bolts.
2. Put nuts on the anchor bolts and tighten evenly, but not too tight.
3. At this point check alignment of the coupling. This should not be more than that recommended by the coupling manufacturer.

4. If misalignment is evident, determine which direction the coupling needs to be moved.
5. Loosen all nuts and add the shims underneath the base plate at the opposite corners. Use the anchor bolts to flex the base plate to bring the coupling into alignment.
6. After the alignment has been made with all anchor bolt nuts tight, the grouting can take place.
7. After grouting is completed, final alignment should be checked to be sure it is within allowable tolerances. Use of shims under the driver can be used to obtain final alignment.

Alignment should be checked and corrected as required after:

- Mounting
- Foundation bolts are tightened
- Grouting has hardened
- Piping is connected
- Pump, driver, or base plate is moved for any reason

3-5 Grouting:

Grout compensates for unevenness in the foundation and distributes the weight of the unit uniformly on the foundation. It also prevents lateral shifting of the base plate and reduces vibration. Use a non-shrinking grout. Foundation bolts should be tightened evenly, but not too firmly (Figure 3).

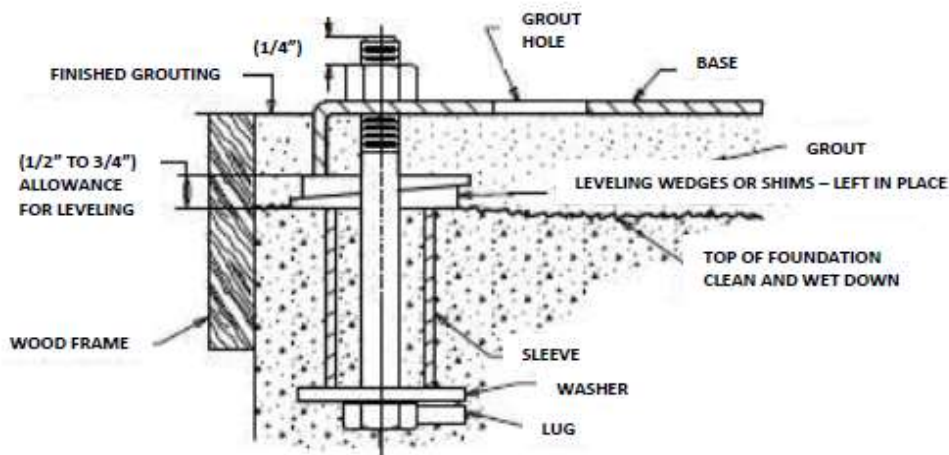


FIG. 3 TYPICAL FOUNDATION BOLT DESIGN

Grout the unit as follows:

1. Build a strong form around the base plate to contain the grout.
2. Soak the foundation top thoroughly, and then remove surface water.
3. Pour grout. Tamp liberally while pouring in order to fill all cavities and prevent air pockets. The space between the foundation and base plate should be completely filled with grout. In order to prevent the base plate from shifting, fill under the base plate at least four inches in from all four edges. Wedges may be left in place.
4. After the grout has hardened (usually about 48 hours), thoroughly tighten foundation bolts and check alignment.
5. Approximately 14 days after the grout has been poured or when it is thoroughly dry, apply an oil base paint to exposed edges of the grout to prevent air and moisture from coming in contact with the grout.

3-6 Piping:

Connect pipelines after the grout has thoroughly hardened. The suction and discharge piping should be installed with the shortest and most direct runs. Elbows should preferably be of the long radius type. Pipes must line up naturally. The piping must never be pulled into position by the flange bolts. Such action may draw the pump out of alignment.

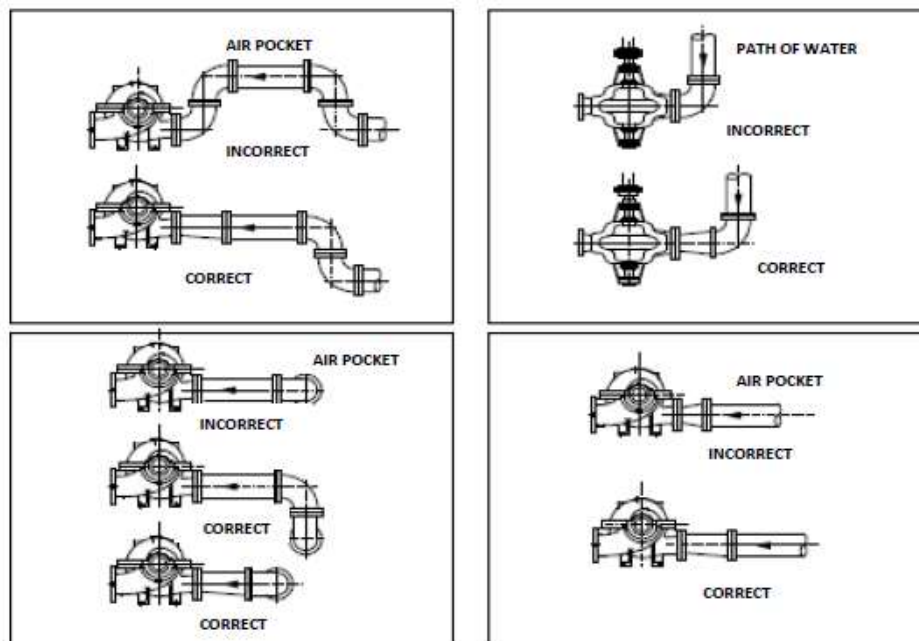
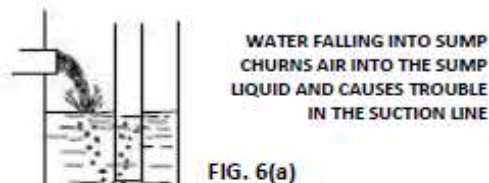
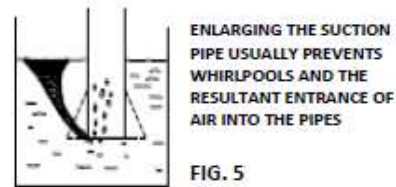


FIG. 4 SUCTION PIPING ARRANGEMENTS

Pipes should be supported independently of the pump so as not to put any strain on the pump casing. Suction piping, if not properly installed, is a potential source of faulty operation. Suction lines should be free of air leaks, and arranged so there are no loops or high spots in which air can be trapped.

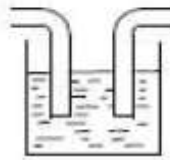
Generally, the suction line is larger than the pump suction nozzle, and eccentric reducers should be used. Eccentric reducers are not necessary for bottom suction pumps. If the liquid supply is located below the pump centerline, the reducer should be installed with the straight side up (Figure 4).

Most often air enters the suction pipe entrained in the liquid. Installations with a static suction lift preferably should have the inlet of the vertical suction piping submerged in the liquid to four times the piping diameter. A large suction pipe will usually prevent the formation of vortices or whirlpools, especially if the entrance is flared (Figure 5).



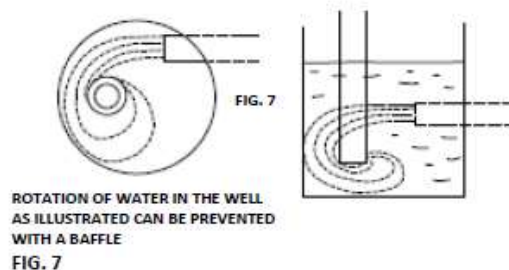
SUPPLY LINE SHOULD EXTEND DOWN INTO THE SUMP TO PREVENT THE CHURNING OF AIR INTO THE WATER

FIG. 6(b)



A floating vortex breaker (raft) around the suction piping may be provided if a tendency appears for a vortex to form at the liquid surface. A stream of liquid falling into the sump near the intake pipe will churn air into the liquid (Figure 6a). The supply line should extend down into the sump (Figure 6b).

Liquid supply entering a well perpendicular to the intake line tends to rotate the liquid, which interferes with the flow into the suction line. A baffle placed in front of the supply pipe will remedy this situation. (Figure 7).



A short elbow should never be bolted directly to the pumps suction nozzle. The disturbance in the flow caused by the sharp bend so near the pump inlet may result in noisy operation, loss in efficiency, and capacity, and heavy end thrust.

A long sweep or long radius elbow placed as far away from the pump as practicable should be used if a bend is necessary in the suction line. If separate suction lines cannot be used for each pump, then a tapering header with Y-branches should be used (Figure 8a).

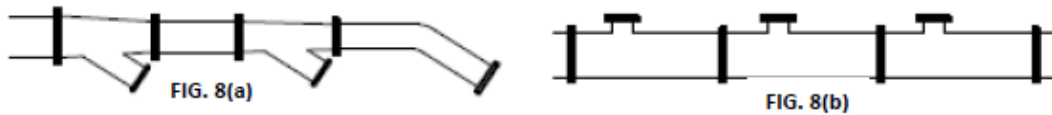


FIGURE 8(a) SHOWS THE TAPERING HEADER WHICH SHOULD BE USED IF TWO OR MORE PUMPS ARE SERVED WITH ONE INTAKE LINE. THE PIPE SHOWN IN FIGURE 8(b) SHOULD NEVER BE USED.

A straight branch header should never be used (Figure 8b). Prior to installing the pump, suction piping and pump should be inspected internally, cleaned and flushed. If a strainer is installed in the suction line, the openings in the screen must be checked and cleaned periodically. The opening must be smaller than the sphere size allowed by the impeller.

Discharge piping should be installed with check valve and gate valve, with the check valve being between the pump and the gate valve. The check valve prevents reverse flow and protects the pump from excessive backpressure. The gate valve is used to isolate the pump for maintenance, priming and starting. If a diffuser is used, it should be placed between the pump and check valve.

Stuffing box seal connections are usually made from the top of the pump casing. If the liquid being pumped is unsuitable for sealing, then it is preferable to bring fresh, cool water to seal connections from an outside source. Centrifugal separators or other filters may be used to remove abrasive particles from the liquid being pumped if an outside source is not available. After all piping connections have been made; the alignment should be checked again.

SECTION 4

OPERATION

Before bolting the coupling halves together, check the drive rotation to see that it matches the pump rotation. Pump rotation is indicated by an arrow attached to the casing assembly. For a three-phase motor, rotation may be reversed, if necessary, by interchanging any two of the three power leads. Rotation of single-phase motors is fixed by internal wiring.



Prior to startup, check the coupling alignment as covered in the **Installation Section**. Operation of the pump with the unit misaligned will cause damage to the shaft, bearings, and the coupling.

4-1 Starting:

- When possible, turn the pump shaft by hand to insure that the parts do not bind
- Check the bearing lubricant

- Open the valve in the pump suction line, if fitted
- Close discharge valve
- Prime the pump in one of the following ways:
 1. If the pump operates under positive pressure, open vent valve on top of the pump casing. After all entrained air has escaped, close the vent valves. Rotate the shaft, if possible, to allow any air trapped in the impeller passages to escape.
 2. If the pump operates on a suction lift and a foot valve is included in the system, fill the pump and the suction line with liquid from an outside source. Trapped air should be allowed to escape through the vent valve while filling.
 3. If the pump operates on a suction lift and no foot valve is provided, use a vacuum pump or ejector operated by air, steam, water, etc. to evacuate air from the pump case and suction line by connecting the ejector to the priming connection on top of the pump case.

Open valves in stuffing box seal lines, if fitted. Start driver. Open discharge valve slowly when the pump is up to speed.



Overheating and/or loss of prime will result if the pump is operated against a closed valve for more than a few minutes.



The coupling guard should be in place when the unit is started. Stay clear of any exposed rotating parts while the pump is operating. Contact with rotating parts may result in injury to personnel.

Adjust the packing gland until there is a slight leakage from the stuffing box. **(See Maintenance Section 5-2 Stuffing Box).** Mechanical seals need no adjustment. There should be no leakage.

NOTE: Should the pump fail to build up pressure or discharge water when the discharge valve is opened, stop the pump and read **Section 7 Locating Operating Difficulties.**

4-2 Shutdown:

The pump may be stopped with the discharge valve open without causing damage. However, in order to prevent water hammer effects, the discharge valve should be closed first.

1. Close discharge valve.
2. Stop driver.

3. Close water seal valves.
4. Close valve in the pump suction line, if fitted. If danger of freezing exists, drain the pump completely.

4-3 Minimum Flow Limitation:

All centrifugal pumps have limitations on the minimum flow at which they should be operated. The most common limitation is to avoid excessive temperature buildup in the pump because of absorption of the input power into the pumped fluid. Other less understood reasons for restrictions are:

1. Increased radial reaction at low flows in single volute casings.
2. Increased NPSHR at low flows.
3. Noisy, rough operation and possible physical damage due to internal recirculation.
4. Increased suction and discharge pulsation levels.

The size of the pump, the energy absorbed, and the liquid pumped are among the considerations in determining these minimum flow limitations. For example, most small pumps such as domestic home circulators, service water pumps, and chemical pumps have no limitations, except for temperature buildup considerations while many large, high horsepower pumps have limitations as high as 40-50% of the best efficiency point capacity. The minimum safe flow for this pump is given under **Pump Specifications**.

SECTION 5

MAINTENANCE

5-1 Lubrication:

Couplings: Couplings with rubber drive elements do not require lubrication. Most other couplings require some form of lubrication. Consult manufacturer's instructions for recommendations.

Bearings: Frequency of lubrication depends upon operating conditions and environment; therefore, lubrication intervals must be determined by experience. **Table 1** may be used as a general guide for grease relubrication. Lubricants need replacing only because of contamination by dirt or dust, metal particles, moisture or high temperature breakdown.

A small amount of grease may be added about every 400 hours of operation. The bearing housing should be about 1/3 full of grease. (**Table 2 Recommended Greases**)

Oil lubricated units are provided with constant level oilers. Bottles should be kept filled at all times so that there is a visible supply of oil. (**Table 3 Recommended Oils**)

All lubricants have a tendency to deteriorate in the course of time; therefore, sooner or later it will be necessary to replace the old lubricant with new. Bearings, which are dismantled, are, of course, much more easily cleaned than bearings, which stay in assembled equipment. Solvents may be used more freely and effectively. For cleaning bearings without dismounting, hot light oil at 180° - 200° F may be flushed through the housing while the shaft is slowly rotated. Light transformer oils, spindle oils, or automotive flushing oils are suitable for cleaning bearings, but anything heavier than light motor oil (SAE 10) is not recommended. The use of chlorinated solvents of any kind is not recommended in bearing cleaning.

Grease Relubrication: (pumps are shipped with grease in bearing housings)

1. Thoroughly clean grease fitting and outside of bearing housing.
2. Remove drain plug.
3. Inject clean, new grease forcing out the old.
4. Start and run the pump for a short time to eject any excess grease.
5. Wipe off all excess grease and replace drain plug.

Oil Relubrication: (pumps are shipped without oil in bearing housing)

1. Remove drain plug and allow any residue oil to completely drain.
2. Remove constant level oiler bottle and clean thoroughly.
3. Replace drain plug.
4. Fill bottle, screw it to the lower reservoir of oiler and allow oil to flow into bearing housing reservoir. Repeat this procedure until a supply of oil remains in the bottle.

For ball bearings, the oil level should be at about the middle of the lower most ball. For ring oiled sleeve bearings, the oil level should be about 1/8 inch over the lowest point of the oil ring.



Proper lubrication is essential to the pump operation. Do not operate the pump if sufficient lubricant is not present in the bearing housing or if lubricant is contaminated with excessive dirt or moisture. Operation of the unit under these conditions will lead to impaired pump performance, and possible bearing failure. Do not operate the pump with excessive amount of lubricant. Such action will cause bearings to overheat.

TABLE 1
SUGGESTED RELUBRICATION INTERVALS FOR VARIOUS
ENVIRONMENTAL, OPERATING AND TEMPERATURE
CONDITIONS (GREASE LUBRICATED BEARINGS)

AMBIENT CONDITIONS		OPERATING CONDITIONS		BEARING OPERATING TEMPERATURE		SUGGESTED GREASING INTERVALS**	USE THESE GREASES
Dirt	Moisture	Load	Speed	Low	High	2 to 6 months	High quality NLGI No. 1 or 2 multipurpose bearing greases are generally satisfactory. Consultation with a reputable lubricant supplier is recommended.
Clean	Dry	Light to Medium	Slow to Medium	0° F (-18° C)	120° F (49° C)		
				120° F (49° C)	200° F (93° C)	1 to 2 months	
Moderate to Dirty	Dry	Light to Medium	Slow to Medium	0° F (-18° C)	120° F (49° C)	1 to 4 weeks	
				120° F (49° C)	200° F (93° C)	1 to 7 days	
Extreme Dirt	Dry	Light to Medium	Slow to Medium	0° F (-18° C)	200° F (93° C)	Daily flushing out dirt.	
	High Humidity Direct Water Splash	Light to Heavy	Slow to Medium	32° F (0° C)	200° F (93° C)	1 to 4 weeks. Grease at shutdowns.	Lithium or other corrosion control grease.
		Heavy to Very Heavy	Slow	0° F (-18° C)	120° F (49° C)	1 to 8 weeks	High viscosity lubricant.
		Light	High Speed	100° F (38° C)	200° F (93° C)	1 to 8 weeks	
	Possible frost	Light to Heavy	Slow to Medium	-65° F (-54° C)	+250° F (121° C)	1 to 4 weeks. Grease at shutdowns.	Wide temperature range Diester-type greases (Silicone-Diester-Polyester lubricants).
Clean to Moderate	Dry	Light to Medium	Slow to Medium	80° F (27° C)	250° F (121° C)	1 to 8 weeks.	Good quality high-temperature type greases.
Clean to Dirty	Dry	Light	Slow	80° F (27° C)	300° F (149° C)	1 to 4 weeks	Synthetic type greases.

**** Suggested starting interval for maintenance program. Check grease conditions for oiliness and dirt and adjust greasing frequency accordingly. Watch operating temperatures as sudden rises may show need for grease or indicate over-lubrication on higher speed applications.**

TABLE 2
RECOMMENDED GREASES

Use NLGI Grade 2 grease

Such As:

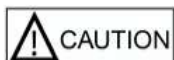
COMPANY	GREASE
British Petroleum	Energrease LS EP-2
Chevron	Black Pearl EP-2
	Multifak EP-2
CITGO	Premium Lithium EP-2
Exxon-Mobil	Mobilgrease XHP 222
Shell	Gadus S2 V220-2
Sunoco	Lithium EP Grease 9443



Use of lubricants other than those listed or their equivalent will cause reduced pump performance and reduce bearing life.

TABLE 3
RECOMMENDED OILS

	SPEED RANGE (RPM)	
	1800 and Over	Below 1800
	VISCOSITY RANGE	
MANUFACTURER	145 SSU TO 175 SSU @100°	270 SSU TO 375 SSU @100°
MOBILE OIL COMPANY	MOBILE DTE 797	DTE OIL HEAVY MEDIUM
SHEEL OIL COMPANY	TELLUS 927	TELLUS 933
TEXACO, INC.	REGAL A (R & O)	REGAL PC (R & O)
STANDARD OIL COMPANY	CHEVRON OC TURBINE 9	CHEVRON OC TURBINE 15
HUMBLE OIL & REFINING COMPANY	TERESSTIC OR TERESSO 43	TERESSTIC OR TERESSO 52
GULF OIL CORPORATION	HARMONY 44	HARMONY 53
UNION OIL OF CALIFORNIA	RED LINE TURBINE 150	RED LINE TURBINE 300
RICHFIELD DIVISION	EAGLE R & O NO. 10	EAGLE R & O LIGHT
ATLANTIC DIVISION ATL. RICH.	HYTHERM C	HYTHERM F
AMERICAN OIL COMPANY	AMER INDUSTRIAL OIL NO. 15	AMER INDUSTRIAL OIL NO. 31
CITIES SERVICE OIL COMPANY	CITGO PACEMAKER T-15	CITGO PACEMAKER T-30
CONTINENTAL OIL COMPANY	CONOCO DECTOL NO. 15 R & O	
E.F. HOUGHTON & COMPANY	HYDRO-DRIVE MIH LIGHT	HYDRO-DRIVE MIH-20
KEYSTONE LUBRICATING COMPANY	KLC-6	KLC-4A
PENNZOIL COMPANY	PENNBELL NO. 1	PENNBELL NO. 3
PHILLIPS PETROLEUM COMPANY	MAGNUS OIL 150	
PURE OIL COMPANY		PUROPALE RX HEAVY MEDIUM
SINCLAIR REFINING COMPANY	DURO 150	DURO 300
SUN OIL COMPANY	SUNVIS 916	SUNVIS 931



Use of lubricants other than those listed or their equivalent will cause reduced pump performance and reduce bearing life.

5-2 Stuffing Box:

The purpose of a stuffing box is to limit or eliminate leakage of the pump fluid and to prevent air from entering the suction spaces along the pump shaft. Pumps are equipped with packing (limited leakage) or mechanical seals (no leakage). Normally, the pumped liquid is used to lubricate the stuffing box seal. If the liquid is dirty, gritty, or contains material that would gum or jam the seal, use a sealing liquid from an external source. If suction pressure is above atmospheric pressure, seal piping may not be required. For pumps equipped with packing, there must always be a slight leakage from the glands. The amount of leakage is hard to define, but we recommend a steady dripping of liquid through the gland. Stuffing box glands should be adjusted after the pump is started. When leakage is excessive, tighten gland bolts evenly a little at a time. Allow an interval for packing to adjust to new position. Never tighten gland to be leakproof, as this will cause overheating and undue wear on shaft sleeves.

Replace stuffing box packing as follows:

1. Shutdown the pump.
2. Take precautions to prevent the driver from being inadvertently started.
3. Remove the gland bolt nuts and gland.
4. Remove and discard old packing rings – note location of lantern ring. When repacking stuffing box, lantern ring must be positioned such that the water seal connection is opposite lantern ring.
5. Clean out the stuffing box.
6. Inspect shaft sleeve for wear – if it is scored or grooved, it should be replaced.
7. Make sure the stuffing box bushing (if furnished) is set at the bottom of the box.
8. Insert rings of packing and tap lightly to seat against bushing. Be sure rings are of the proper size and length and installed with cuts staggered. Lantern ring **must** be installed opposite sealing water connection.
9. Install gland and tighten, finger tight. With the pump running, adjust gland as described previously. Care should be taken during the first hour of operation to take up on the packing gradually just enough to maintain the required amount of leakage.

If the pump is operated daily, the stuffing box packing should be renewed about every two to three months before it gets hard and scores the shaft sleeves.

Mechanical seals should be removed, assembled, and/or adjusted according to the seal manufacturer's instructions. There should be no leakage from the gland if mechanical seals are used, except for a brief run in period.

5-3 Wear Ring Clearance:

Running fits between wear rings is given under the pump specifications. When these clearances are doubled, or the capacity of the pump is reduced by 5 to 10%, the rings should be renewed. The purpose of these rings is to keep internal bypassing of the liquid being pumped to a minimum. Clearances should be checked periodically and whenever the pump casing is opened. Check with feeler gauge or by direct measurement. Measure ID of case ring and OD of impeller ring, and then compute clearance (ID minus OD).

SECTION 6

REPAIRS AND REPLACEMENT



Whenever any disassembly work is to be done on the pump, disconnect the power source to the driver to eliminate any possibility of starting unit.

6-1 To Remove Rotor:

Reference: Pump Assembly Section

1. Remove the coupling guard and disconnect coupling halves.
2. Disconnect any piping from the upper half casing (1B) that will interfere with its removal.
3. Remove bolting from the casing flanges and the bearing caps (41). **NOTE:** Some units are not provided with bearing caps. Remove bolting from the bearing bracket (31 & 33) and the lower case (1A).
4. Drain oil from the reservoirs (oil lubricated ball bearing units only).
5. Remove bolting through oil reservoirs (oil lubricated ball bearing units only). **NOTE:** On some units the oil reservoir is independent of the bearing housing. Remove the outboard oil reservoir with bolting (check Assembly Section).
6. Screw jackscrews down to separate upper and lower case. Turn jackscrews back after separation to prevent interference at reassembly.
7. Lift upper casing (1B) straight up until clear of the impeller.
8. Remove the bearing caps (41).
9. Remove the glands (17) and the gland bolts (170).
10. Place slings around the shaft near the bearing housings and lift rotating element from lower casing (1A).

11. Place rotating element in a clean, dry work area for necessary disassembly. Case wear rings (7) will be loose on assembly.

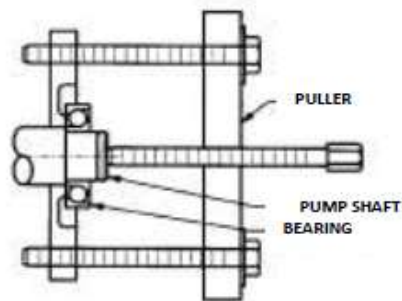
6-2 Disassembly of Rotating Element:

If the bearing assemblies do not require attention, but just the impeller or rings, then work just one side of the unit (impeller may be removed from either end).

1. Remove the pump half coupling.
2. Loosen setscrews in deflectors (40) and slide toward center of the pump.
3. Remove cap screws from the bearing covers (35 & 37) and separate covers from the bearing housings (31 & 33).
4. Remove bearing housings (31 & 33).
5. Straighten locking tip on lockwashers (69) and remove locknuts (22) and washers.
6. Remove oil flings (172) and oil rings (60) – (oil lubricated ball bearings only).
7. Remove bearings (16 & 18). Remove with bearing puller pressing on the inside race. **Never** pull a bearing on the outside race unless the bearing is to be discarded. (See Figure 9)

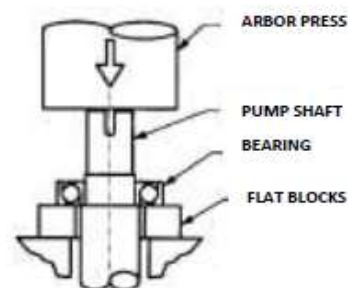
USING A BEARING PULLER

1. PLACE BEARING PULLER BEHIND BEARING INNER RING. SET PULLER JAWS SO THAT THEY WILL NOT SLIP OVER THE INNER RING AND DAMAGE SEPARATOR OR SHIELD WHEN PRESSURE IS APPLIED.
2. FORCE BEARING OFF SHAFT BY A STRAIGHT PULL. DO NOT COCK BEARINGS.



USING AN ARBOR PRESS

1. REST THE BEARING INNER RING OR BOTH RINGS (NEVER THE OUTER RING ONLY) AGAINST A PAIR OF FLAT BLOCKS.
2. FORCE THE SHAFT OUT BY A STEADY PRESSURE – KEEP SHAFT STRAIGHT – DO NOT ALLOW SHAFT TO COCK OR DROP.



BEARING REMOVAL

FIGURE 9 BEARING REMOVAL AND MOUNTING

NOTE: Items 8-10 refer to the sleeve bearing units only.

8. Remove thrust bearing cartridge (74), if applicable.
9. Remove oil rings (60).
10. Remove bolting from sleeve bearing halves (135 & 137) and remove bearings.
11. Remove bearing covers (35) and deflectors (40).
12. Remove packing (13), lantern ring (29), and stuffing box bushing (63), if applicable. Note the number of packing rings on either side of the lantern ring. The lantern ring (29) must be installed opposite seal water inlet.
NOTE: Follow the seal manufacturer's instructions for repair and removal of mechanical seals.
13. Loosen setscrews in sleeve nut (20) and unscrew the nut from the shaft.
14. Remove o-ring packing (13A) and shaft sleeves (14).
15. Remove casing wear rings (7). On most pumps, casing rings may be removed before disassembling rotating element.
16. Impeller (2) with impeller rings (8) can now be removed from either end of the shaft.



When removing the impeller, note the direction of the vanes. The impeller must be installed with the vanes in the same direction.

6-3 To Remove Impeller Rings:

It is not necessary to remove the impeller from the shaft to replace the impeller rings. First remove the rotating element. Remove the locking set screws from the rings. The rings may now be pulled from the impeller, cut off with a chisel, or turned off, if a suitable lathe is available, using original shaft centers.

DO NOT CUT INTO THE BODY OF THE IMPELLER!

When new rings are installed, drill and tap new holes for the locking set screws – do not attempt to use old half holes in the impeller hub.

6-4 Inspection:

Visually inspect parts for damage affecting serviceability. Check o-rings and gaskets for cracks, nicks, or tears; packing rings for excessive compression, fraying or shredding, and embedded particles. Replace if defective in any way. Mount the shaft between lathe centers and check eccentricity throughout the entire length. Eccentricity should not exceed .002 inches. Bearing surfaces should be smooth and shoulders square and free of nicks. **(See Table 4 – Bearing Defects)**

Measure OD of impeller hub or impeller wear rings and ID of casing wear ring. Compute diametral clearance (ID minus OD) and compare with clearance given under the **Pump Specifications**. Surfaces must be smooth and concentric. Examine impeller passages for cracks, dents or embedded material. Examine shaft sleeves for wear.

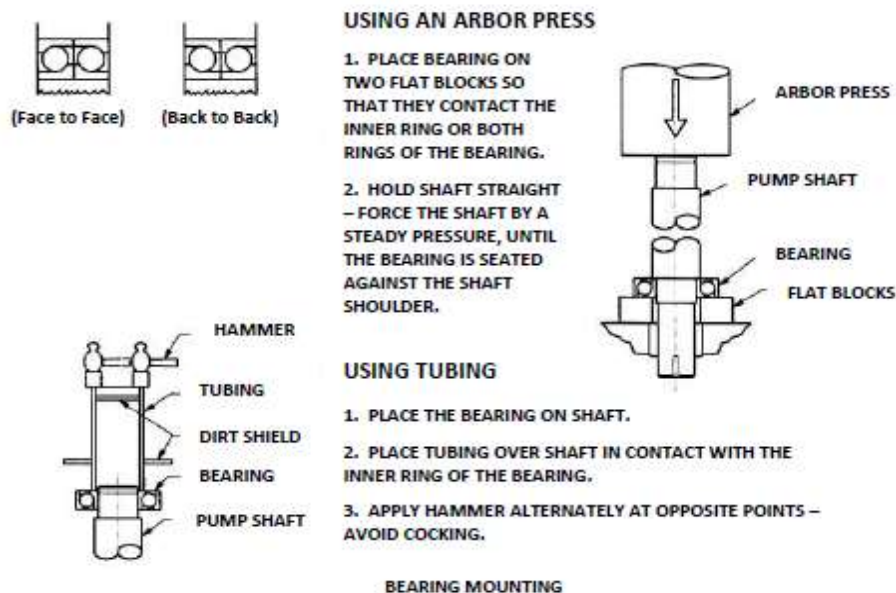
TABLE 4
BEARING DEFECTS
(Failures – Replace if found)

DEFECT (failure)	APPEARANCE	PROBABLE CAUSE
Flaking and cracking	In the early stages the surfaces of the inner and outer races develop small cracks, which flake. The cracks and flaking ultimately spread over the entire race surface.	1. Normal fatigue failure. 2. Bearing loads in excess of bearing capacity caused by misalignment.
Indentations	Indentations or cavities in the inner and outer races.	1. Dirt in the bearings. 2. Excessive impact loading of the bearings such as improper mounting or removal.
Broken separator (cage)	Cracked separator or separator in pieces.	1. Poor lubrication. 2. Misalignment of shaft. 3. Excessive shaft deflection.
Wear	Bore and OD of outer ring of bearing galled or braided.	1. Fit on shaft or in housing too loose. 2. Bearing locked by dirt and turning on shaft or in housing.
Fractured ring	Hairline cracks or complete ring fracture.	1. Forcing a cocked bearing on or off a shaft. 2. Too heavy a press fit.
Discoloration	Balls and races darker than normal appearances of bearing metal. (Moderate discoloration of balls and races not a reason for discard).	1. Inadequate lubrication.
Corrosion	Balls and raceways rusted.	1. Water entering the housing. 2. Condensation inside the housing. 3. Lubricant breaks down into acid (wrong lubricant).

6-5 Assembly:

Assembly is the reverse of the disassembly procedure. The following should prove helpful in reassembling the pump:

1. All parts, inside and out, should be clean. Dirt and grit will cause excessive wear, plus needless shutdown.
2. Make certain that the keys are in their proper position.
3. Reinstall impeller with vanes in the right direction. Pump rotation is defined by viewing from the driver end. Impeller vanes slope must be opposite the pump rotation.
4. Do not lock sleeve nut (20) to the shaft until the impeller has been positioned in the center of the volute. This may be accomplished by loosening or tightening sleeve nuts against sleeves (14) as required, thereby working the impeller into position.
5. Make certain that the case rings (7) are in proper position. The half-raised ring should be on the outside and completely in the lower half casing (1A). Be sure the ring is fully seated.
6. Insure that the packing does not block seal water inlet.
7. Rotate by hand to insure that the parts do not bind before replacing upper half-case (1B).



BEARING MOUNTING
FIGURE 9 BEARING REMOVAL AND MOUNTING

8. Bearing mounting is simplified by heating the whole bearing, thereby expanding it enough to be slipped on the shaft. This heating is best done by submerging the bearing in a bath consisting of 10 – 15% soluble oil in water and heated to boiling. This mixture cannot be overheated, is non-flammable, drains off easily permitting convenient handling, and yet leaves an oil film sufficient for rust protection of the bearing surfaces.

SECTION 7

LOCATING OPERATING DIFFICULTIES

In the majority of cases, operating difficulties are external to the pump and the following causes should be carefully investigated before undertaking repairs:

No Water Delivered

- Pump not primed – indicated by no pressure on discharge.
- Speed too low – indicated by low pressure on discharge.
- Valve closed – indicated by high discharge head.
- Impeller completely plugged up – indicated by low discharge pressure.

Abnormally Small Quantities Delivered

- Air leaks in suction pipe or stuffing boxes.
- Speed too low.
- Discharge head higher than anticipated.
- Impeller partially plugged up.
- Obstruction in suction line.
- Mechanical defects: casing rings worn, impeller damaged, casing or seal defective.

Insufficient Pressure

- Speed too low. Might be caused by low voltage or current characteristics different from nameplate reading on the motor.

- Air in water will cause the pump to make a cracking noise.
- Mechanical defects: worn casing rings, damaged impeller, defective casing or seal.

Intermittent Operation

- Leaky suction line.
- Water seal plugged (hence, a leaky stuffing box).
- Suction lift too high.
- Air, gas or vapor in liquid.

Pump Overloads Driver

- Speed too high.
- Head lower than rated, hence, pumping too much water. (This is valid for low specific speed pumps).
- Mechanical defects: stuffing boxes too tight, shaft bent, rotating element binds.
- Rubbing due to foreign matter in the pump between the case rings and the impeller.

Pump Vibrates

- Misalignment.
- Foundation not sufficiently rigid.
- Impeller partially clogged.
- Mechanical defects: bent shaft, rotating element binds, bearings worn, coupling defective.
- Suction and discharge pipes not anchored.
- Pump cavitating from too high a suction lift.
- Air entrainment in the pump suction due to low submergence.

SECTION 8

RECOMMENDED SPARE PARTS FOR DOUBLE SUCTION PUMPS

Reference: Assembly Section

INTERMITTENT DUTY

Number	Description
7	Casing Ring
8	* Impeller Ring
13	* Packing (stuffing box)
13A	Packing O-Ring (shaft sleeve)
14	* Shaft Sleeve
65	+* Mechanical Seal (stationary element)
80	+* Mechanical Seal (rotating element)
	Coupling and its accessories (not shown)
	Gasket (not shown)
	Gland Bolts (not shown)

CONTINUOUS DUTY

Number	Description
2	Impeller
6	* Shaft
7	Casing Ring
8	* Impeller Ring
13	* Packing (stuffing box)
13A	Packing O-Ring (shaft sleeve)
14	* Shaft Sleeve
16	Bearing (inboard)
18	Bearing (outboard)
20	Shaft Sleeve Nut
20A	* Impeller Locknut
22	Bearing Locknut
32	Impeller Key
40	Deflector
46	Coupling Key
65	+* Mechanical Seal – Stationary Element
68	Shaft Collar
80	+* Mechanical Seal – Rotating Element
	Coupling and its accessories (not shown)
	All Hardware (not shown)
	Gasket (not shown)
	Gland Bolts (not shown)

* Determined by Pump Construction

+ Complete Consists of 65 & 80



PATTERSON PUMP COMPANY / A Gorman-Rupp Co.
P.O. Box 790 / Toccoa, Georgia 30577 / (706) 886-2101
www.pattersonpumps.com

General Pump Inspection and Maintenance Schedule

Split Case Pumps

Excludes motors, engines, gear drives, VFD's, and controls.

Actions required only for specific pump types are so noted.

The symbol (■) used in the table below indicates that the action indicated may not be applicable to a specific pump of a particular type. For more information regarding inspection and maintenance requirements refer to the Patterson O & M manual supplied with the pump. Contact Patterson Pump Company if assistance is needed to determine the inspection and service requirements for a specific pump.

Inspect (✓) or service (●) at the indicated calendar time or run time interval – whichever comes first	Routinely	Monthly	2000 hours or 3 months	4000 hours or 6 months	8000 hours or 12 months
Unusual noise	✓				
Unusual vibration	✓				
Unusual temperature	✓				
Leaks in pump or piping	✓				
Pressure gauge readings	✓				
Visual inspection of equipment general condition	✓				
Anytime a pump is opened, inspect the running clearances and restore them to original specifications if the running clearances have doubled (adjust ring clearances if so supplied or install new wear rings)	✓ ●				
Anytime a pump is opened, inspect the impeller for corrosion or excessive wear.	✓ ●				
Packing box – verify slight leakage (if excessive, adjust gland or seal water valve; replace packing if required) ■	✓ ●				
Mechanical seal (should be no leakage) ■	✓				
Drain lines are working properly ■	✓				
Coupling integrity ■	✓				
Operate the pump		✓			
Tightness of foundation and hold-down bolts			✓		
Check coupling alignment and integrity (maintain records) ■			✓		
Add grease to pump anti-friction bearings (maintain records) ■			●		
Add grease to coupling (maintain records) ■			●		
Change anti-friction bearing oil (maintain records) ■			●		
Replace packing (all packing; not just the outermost ring) ■				●	
Clean and oil gland bolts (packed pumps) ■				●	
Verify free movement of packing glands (packed pumps) ■				✓	
Clean packing box					●
Check and flush seal water and drain piping					●
Perform a comparative field test (flow, pressures, and power) with calibrated instruments. Restore internal running clearances if results are unsatisfactory (install new wear rings).					✓ ●
Perform a comparative vibration test					✓
Remove packing and inspect sleeve(s). Replace if worn. (packed pumps) ■					✓ ●
Realign coupled pumps (maintain records) ■					●

Issue 072314

Patterson™

A Gorman-Rupp Company

The Pump People®

INSTALLATION & TROUBLESHOOTING GUIDE

FOR

TYPE PRG MECHANICAL SEALS

PATTERSON PUMP COMPANY

A GORMAN-RUPP COMPANY

POST OFFICE BOX 790

TOCCOA, GEORGIA 30577

TELEPHONE: (706) 886-2101

INSTALLATION:

1. The seal faces have been lapped flat and polished to a mirror finish. These faces must be handled with care and kept clean.
2. Lubricate the shaft or shaft sleeve and sleeve nut with light oil, SAE10 or equal.
3. Install the retaining ring in the precut slot in the shaft or shaft sleeve.
4. Clean faces before final assembly.
5. Install the rotating face and spring assembly over the shaft or shaft sleeve until it hits the retaining ring. This will set the spring compression.
6. Install the stationary face over the shaft or shaft sleeve.
7. Install the gland. Make sure the gland register is properly aligned with the stuffing box bore.
8. Tighten the gland bolts evenly. The gland should be pulled tight against the stuffing box face for proper spring compression.

OPERATION:

1. Never start up unit without venting the pump of air.
2. Make sure water seal piping is not obstructed. Do not allow the equipment to run for any extended time if seal gets hot or squeals.

TROUBLESHOOTING:

1. If shaft shows wear from seal:
 - a. Check shaft straightness.
 - b. Check bearings for shaft end play.
 - c. Check squareness of stuffing box face to shaft centerline.

TROUBLESHOOTING: (Continued)

2. If seal is worn out:

Abrasives may be present in the stuffing box. Pumping liquid may be carrying dirt, rust, or suspended particles. If needed, supply an abrasive separator in the flush line.

3. If seal is burned up:

Check the flush line to make sure it is clean and open.

PATTERSON PUMP TYPE PRG MECHANICAL SEAL DATA SHEET

Patterson PRG Mechanical Seals are designed for extensive use. The Patterson PRG short spring seal is ready for installation without having to make any adjustments on its setting. This gives you all the benefits of a cartridge type seal at a fraction of the cost. Using a stainless steel "clip ring" on the pre-grooved shaft sleeve eliminates the need for set-collars or stop-collars (adaptable to all Patterson horizontal split case rotor groups).

The rubber diaphragm hex torque relief seal is a superior seal to any other rubber bellows seal now on the market. The standard PRG seal can withstand moderate inside pressure used in standard working pressure pumps. For higher pressure pumps such as the DMD's and HW's, the PRG-HP seal is recommended which is designed for higher stuffing box pressures.

The PRG seals are easily adapted to packed pumps for conversion. PRG seal kits can be provided for older pump models needing transformation.

MATERIALS	SEAL RING	MATING RING	ELASTOMER	METAL PARTS
Standard	Carbon		Viton	316SS
Optional		Silicon Carbide		

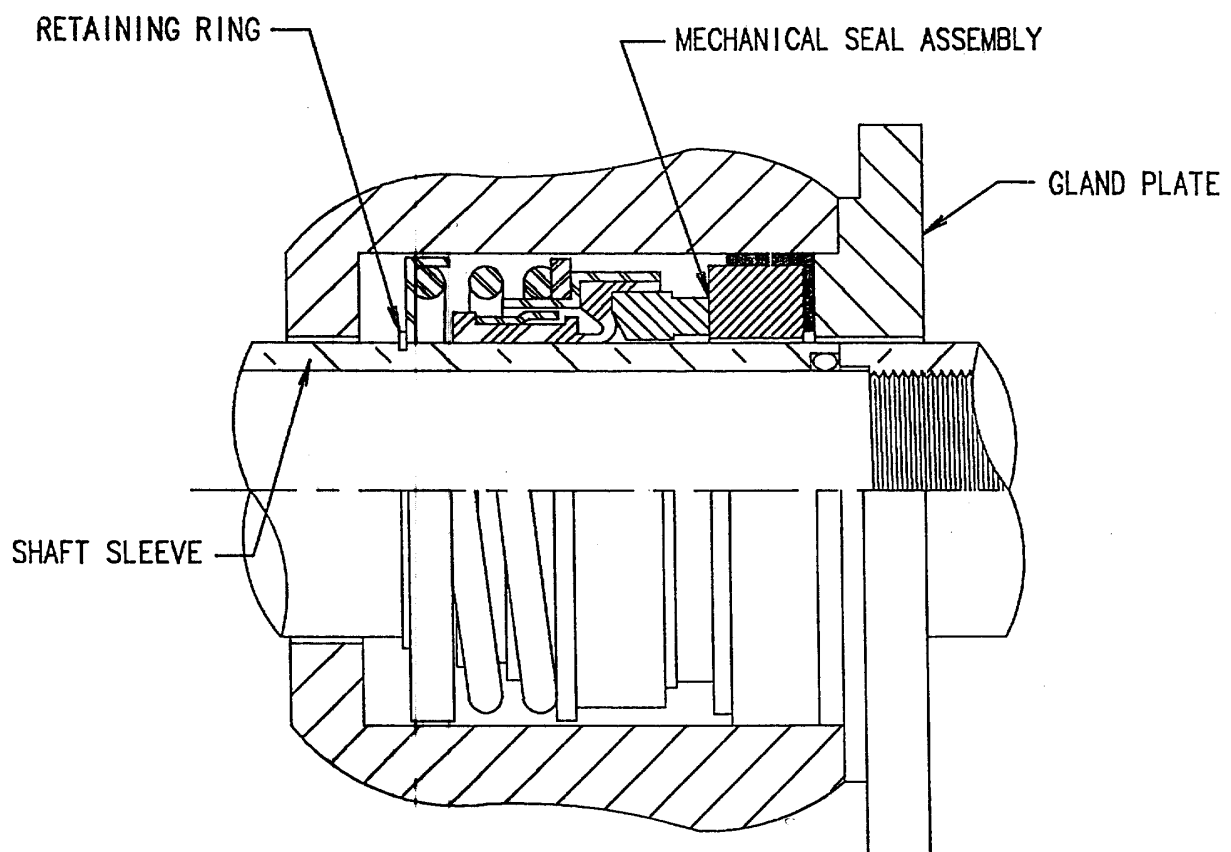
TEMPERATURE LIMITS OF ELASTOMER MATERIALS

BUNAN	-65F to +250F	-54C to +121C
VITON	-20F to +400F	-29C to +204C
EPT	-50F to +300F	-46C to +149C
NEOPRENE	-65F to +212F	-54C to +100C
AFLAS	-120F to +482F	-86C to +250C

RPM / PRESSURE LIMITS

MAXIMUM PRESSURE	250 PSIG	176 KG/CM ² – 17.2 BAR
MAXIMUM RPM	80 FT/SECOND	24 METERS/SECONDS

PATTERSON PUMP TYPE PRG MECHANICAL SEAL OUTLINE DRAWING





Falk Steelflex Grid Couplings (Inch)

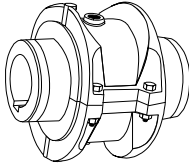
SIZE 1060T10



FALK®

Falk Steelflex Grid Coupling Application Guide

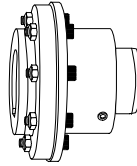
A general purpose, lubricated design that combines the economy and high torque capacity of a gear coupling with the torsional flexibility of an elastomeric coupling. Backed by a 5-year lubrication warranty, Falk Steelflex couplings require no periodic maintenance when lubricated with Falk LTG at installation. Featuring 25 sizes, Steelflex couplings can accommodate torque loads of 8,250,000 (lb-in) and shaft diameters of 20 inches.



Type T10 Close-Coupled

A double-flexing, close-coupled design for use in four-bearing systems. Features a horizontally split cover which allows for grid replacement without the movement of the connected equipment.

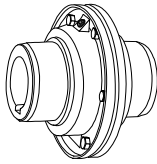
(See **page 11.**)



Type T50 Piloted

For use on line shaft applications. Can be used in place of single-engagement gear couplings to provide torsional resiliency and lower overall operating cost.

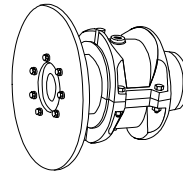
(See **pages 25 and 26.**)



Type T20 Close-Coupled

A double-flexing design featuring a vertically-split steel cover. Ideal for higher running speeds.

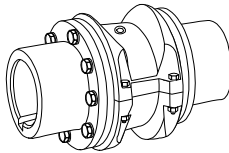
(See **page 12.**)



Type T63 Disc Brake

Proven to be far superior to drum-type brakes in cost, construction and performance.

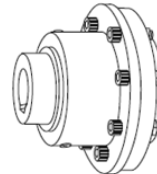
(See **pages 27-29.**)



Type T31 Full Spacer

Complete center section drops out for easy service of connected equipment bearings and seals. Ideal for pump applications.

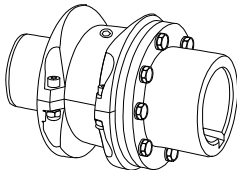
(See **pages 13 and 14.**)



Type T70 High Speed

Designed for operating speeds beyond those of the T10 and T20 designs. Features a one-piece cover and balanced components.

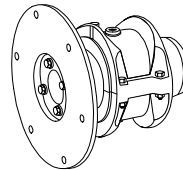
(See **page 30.**)



Type T35 Half Spacer

An economical spacer design for easy service of connected equipment bearings and seals. Ideal for pump applications.

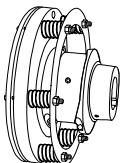
(See **pages 15 and 16.**)



Type T90 Flywheel

Used primarily to connect the flywheel of an engine to the driven machinery. It provides higher torque ratings with resulting smaller sizes and lower costs than elastomeric couplings.

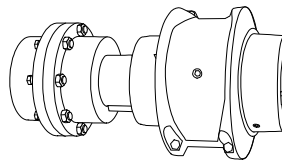
(See **page 31.**)



Type T41/T44 Controlled Torque

Provides adjustable slipping action to protect connected equipment from shock, jams or temporary overloads.

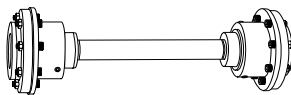
(See **pages 17-24.**)



Type T10/G82 Spacer

A combination of two standard Rexnord couplings. Utilizes readily available components for an economical price and shorter lead time than T31/T35 couplings.

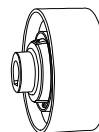
(See **page 32.**)



Type T50 Floating Shaft

Double-piloted design for connecting equipment where the distance between shafts is too large for a spacer-type coupling.

(See **pages 25 and 26.**)



Type BW Brakewheel

Provides a built-in breaking surface right at or near the centerline of the coupling ... saves space and dollars.

(See Selection Guide 431-310.)

CAUTION! Mixing grid coupling components from *different* manufacturers may cause premature failure and possible personal injury or property damage from flying debris.

How to Select

Formula Selection Method (except T41/T44 & T63)

The Standard Selection Method can be used for most coupling selections. The procedures below should be used for:

- High Peak Loads.
- Brake Applications (where the brake disc or brake wheel is to be an integral part of the coupling, consult the Factory for design options).

Providing system peak torque and frequency, duty cycle and brake torque rating will allow for a more refined selection using the Formula Selection Method.

1. **High Peak Loads:** Use one of the following formulas for applications using motors with torque characteristics that are higher than normal; applications with intermittent operations, shock loading, inertia effects due to starting and stopping and/or system-induced repetitive high peak torques. System Peak Torque is the maximum torque that can exist in the system. Select a coupling with a torque rating equal to or greater than selection torque calculated below.

A. Non-Reversing High Peak Torque

$$\begin{aligned} \text{Selection Torque (lb-in)} &= \text{System Peak Torque} \\ \text{or} \\ \text{System Torque (lb-in)} &= \frac{\text{System Peak HP} \times 63,000}{\text{RPM}} \end{aligned}$$

B. Reversing High Peak Torque

$$\begin{aligned} \text{Selection Torque (lb-in)} &= 2 \times \text{System Peak Torque} \\ \text{or} \\ \text{System Torque (lb-in)} &= \frac{2 \times \text{Peak HP} \times 63,000}{\text{RPM}} \end{aligned}$$

- C. Occasional Peak Torques (Non-reversing) If a system peak torque occurs less than 1000 times during the expected coupling life, use the following formula:

$$\begin{aligned} \text{Selection Torque (lb-in)} &= 0.5 \times \text{System Peak Torque} \\ \text{or} \\ \text{System Torque (lb-in)} &= \frac{0.5 \times \text{Peak HP} \times 63,000}{\text{RPM}} \end{aligned}$$

For reversing service select per step B.

2. **Brake Applications:** If the torque rating of the brake exceeds the motor torque, use the brake rating as follows:

$$\text{Selection Torque (lb-in)} = \text{Brake Torque Rating} \times \text{S.F.}$$

Formula Selection Example — High Peak Load:

Select a coupling for reversing service to connect a gear drive low-speed shaft to a runout mill table roll. The electric motor rating is 50 hp at the base speed and the system peak torque at the coupling is estimated to be 150,000 lb-in. Coupling speed is 77 rpm at the motor base speed. The drive shaft diameter is 4.000 with a keyway of 1.000" x 0.500". The runout table roll diameter is 5.250" with a keyway of 1.250" x 0.625". Maximum shaft gap is 7.00" long.

1. **Type:** Refer to **page 3** and select the appropriate coupling type.
2. **Required Minimum Coupling Rating:**
Use the Reversing High Peak Torque formula in Step 1B.
 $2 \times 150,000 = 300,000 = \text{Selection Torque}$
3. **Size:** From **page 16**, Size 1150T35 with a torque rating of 320,000 exceeds the selection torque of 300,000 lb-in.
4. **Check:** The 1150T35 has a maximum BE dimension of 7.38"; the shaft hub has a maximum bore of 10.000" with one rectangular key, (**Table 15, page 34**); the T hub bore has a maximum bore of 8.000" with one rectangular key (**Table 14, page 34**); and the allowable speed of 1500 rpm and the dimensions on **page 16**, meet the requirements.

Table 1 — Coupling Ratings & Allowable Speeds

Coupling Size ①	HP per 100 RPM ②	Torque Rating (lb-in) ③	Allowable Speeds — RPM ④			
			T10	T20 & T50 ⑤	T31, T35 & T10/G82	T70
1020T	0.73	460	4500	6000	3600	—
1030T	2.09	1,320	4500	6000	3600	10000
1040T	3.49	2,200	4500	6000	3600	—
1050T	6.11	3,850	4500	6000	3600	9000
1060T	9.60	6,050	4350	6000	3600	—
1070T	14.0	8,800	4125	5500	3600	8200
1080T	28.8	18,150	3600	4750	3600	7100
1090T	52.4	33,000	3600	4000	3600	6000
1100T	88.1	55,550	2440	3250	2440	4900
1110T	131	82,500	2250	3000	2250	4500
1120T	192	121,000	2025	2700	2025	4000
1130T	279	176,000	1800	2400	1800	3600
1140T	401	253,000	1650	2200	1650	3300
1150T	559	352,000	1500	2000	1500	—
1160T	785	495,000	1350	1750	1350	—
1170T	1,047	660,000	1225	1600	1225	—
1180T	1,452	915,200	1100	1400	1100	—
1190T	1,920	1,210,000	1050	1300	1050	—
1200T	2,618	1,650,000	900	1200	900	—
1210T	3,491	2,200,000	820	—	—	—
1220T	4,712	2,970,000	730	—	—	—
1230T	6,109	3,850,000	680	—	—	—
1240T	7,854	4,950,000	630	—	—	—
1250T	10,472	6,600,000	580	—	—	—
1260T	13,090	8,250,000	540	—	—	—

- ① Refer to **page 10** for General Information.
- ② HP per 100 RPM and torque rating values for hubs with Taper-Lock® bushings differ from those shown above. Refer to **Table 18, page 36**.
- ③ Peak torque capacity is two times the published rating. Torque ratings for hubs with bushings differ from those shown, refer to **Table 18, page 36**.
- ④ Consult Factory for higher speeds.
- ⑤ Speeds shown above are for single Type T50 couplings; speeds for Type T50 Floating Shaft couplings are shown in **Table 12, page 26**.

Quick Selection Method

1. Select Coupling Type.

Refer to **page 3** and select the type of coupling to suit your application. If an application requires a special purpose coupling, refer application details to the local Rexnord representative.

2. Determine Service Factor.

- For MOTOR, TURBINE or ENGINE driven applications, refer to **Table 4 and Table 5**.
- For BRAKE or HIGH PEAK LOAD applications, refer to the Formula Selection Method shown on **page 5**.

3. Determine Equivalent Horsepower.

Refer to **Table 2** — Under the actual hp required and opposite the service factor determined in Step 2, read the equivalent hp.

4. Determine Coupling Size.

- Refer to **Table 3** — Trace horizontally from the required speed to a hp value equal to or larger than the hp determined in Step 3. Read the coupling size at top of column.
- Check shaft diameters on coupling maximum bores shown in **Table 14 thru Table 17, pages 34 and 35**, for the type of coupling selected. If a larger bore is required, select a larger coupling.

Table 2 — Equivalent Horsepower = (Actual HP x Service Factor)

Service Factor ①	Actual HP																											
	3/4	1	1-1/2	2	3	5	7-1/2	10	15	20	25	30	40	50	60	75	100	125	150	200	250	300	350	400	450	500		
1.00	0.75	1.0	1.5	2.0	3.0	5.0	7.5	10	15	20	25	30	40	50	60	75	100	125	150	200	250	300	350	400	450	500		
1.25	0.94	1.25	1.9	2.5	3.8	6.3	9.4	12.5	19	25	31	38	50	63	75	94	125	156	188	250	312	375	438	500	563	625		
1.50	1.1	1.5	2.3	3.0	4.5	7.5	11.3	15	23	30	38	45	60	75	90	113	150	188	225	300	375	450	525	600	675	750		
1.75	1.3	1.8	2.6	3.5	5.3	8.8	13.1	18	26	35	44	53	70	88	105	131	175	219	262	350	438	525	613	700	787	875		
2.00	1.5	2.0	3.0	4.0	6.0	10.0	15.0	20	30	40	50	60	80	100	120	150	200	250	300	400	500	600	700	800	900	1000		
2.50	1.9	2.5	3.8	5.0	7.5	12.5	18.8	25	38	50	63	75	100	125	150	187	250	312	375	500	625	750	875	1000	1125	1250		
3.00	2.3	3.0	4.5	6.0	9.0	15.0	22.5	30	45	60	75	90	120	150	180	225	300	375	450	600	750	900	1050	1200	1350	1500		
3.50	2.6	3.5	5.3	7.0	10.5	17.5	26.2	35	52	70	87	105	140	175	210	262	350	437	525	700	875	1050	1225	1400	1575	1750		

Table 3 — Coupling Selection ... Based on Equivalent HP Ratings

	1020T	1030T	1040T	1050T	1060T	1070T	1080T	1090T	1100T	1110T	1120T	1130T
Max Bore (in)	1.125	1.375	1.625	1.875	2.125	2.500	3.000	3.500	4.000	4.500	5.000	6.000
Max Speed T10	4500 RPM	4500 RPM	4500 RPM	4500 RPM	4350 RPM	4125 RPM	3600 RPM	3600 RPM	2440 RPM	2250 RPM	2025 RPM	1800 RPM
Max Speed T20	6000 RPM	6000 RPM	6000 RPM	6000 RPM	6000 RPM	5500 RPM	4750 RPM	4000 RPM	3250 RPM	3000 RPM	2700 RPM	2400 RPM
Torque (lb-in)	460	1320	2200	3850	6050	8800	18,150	33,000	55,550	82,500	121,000	176,000
HP / 100 RPM	0.73	2.09	3.49	6.11	9.60	14.0	28.8	52.4	88.1	131	192	279
RPM	HP Ratings											
4500	32.8	94.2	157	275	432 ②	628 ②	1296 ②	—	—	—	—	—
3600	26.3	75.4	126	220	346	503	1037	1885	—	—	—	—
3000	21.9	62.8	105	183	288	419	864	1571	2644 ②	3927 ②	—	—
2500	18.2	52.4	87	153	240	349	720	1309	2203 ②	3273 ②	3456 ②	—
2100	15.3	44.0	73.3	128	202	293	605	1100	1851	2749	3456 ②	5864 ②
1800	13.1	37.7	62.8	110	173	251	518	942	1587	2356	3456	5027
1750	12.8	36.7	61.1	107	168	244	504	916	1542	2291	3360	4887
1450	10.6	30.4	50.6	89	139	202	418	759	1278	1898	2784	4049
1170	8.5	24.5	40.8	71.5	112	163	337	613	1031	1532	2246	3267
1000	7.3	20.9	34.9	61.1	96	140	288	524	881	1309	1920	2793
870	6.3	18.2	30.4	53.1	84	121	251	456	767	1139	1670	2430
720	5.3	15.1	25.1	44.0	69	101	207	377	635	942	1382	2011
650	4.7	13.6	22.7	39.7	62.4	91	187	340	573	851	1248	1815
580	4.2	12.1	20.2	35.4	55.7	81	167	304	511	759	1114	1620
520	3.8	10.9	18.2	31.8	49.9	73	150	272	458	681	998	1452
420	3.1	8.8	14.7	25.7	40.3	59	121	220	370	550	806	1173
350	2.6	7.3	12.2	21.4	33.6	49	101	183	308	458	672	977
280	2.0	5.9	9.8	17.1	26.9	39.1	81	147	247	367	538	782
230	1.7	4.8	8.0	14.0	22.1	32.1	66	120	203	301	442	642
190	1.4	4.0	6.6	11.6	18.2	26.5	55	99	167	249	365	531
155	1.1	3.2	5.4	9.5	14.9	21.6	44.6	81	137	203	298	433
125	0.9	2.6	4.4	7.6	12.0	17.5	36.0	65	110	164	240	349
100	0.73	2.1	3.5	6.1	9.6	14.0	28.8	52	88	131	192	279
84	0.61	1.8	2.9	5.1	8.1	11.7	24.2	44.0	74	110	161	235
68	0.50	1.4	2.4	4.2	6.5	9.5	19.6	35.6	60	89	131	190
56	0.41	1.17	2.0	3.4	5.4	7.8	16.1	29.3	49	73	108	156
45	0.33	0.94	1.6	2.7	4.3	6.3	13.0	23.6	39.7	59	86	126
37	0.27	0.77	1.3	2.3	3.6	5.2	10.7	19.4	32.6	48.4	71	103
30	0.22	0.63	1.0	1.8	2.9	4.2	8.6	15.7	26.4	39.3	58	84
25	0.18	0.52	0.9	1.5	2.4	3.5	7.2	13.1	22.0	32.7	48.0	70
20	0.15	0.42	0.70	1.2	1.9	2.8	5.8	10.5	17.6	26.2	38.4	56
16.5	0.12	0.35	0.58	1.0	1.6	2.3	4.8	8.6	14.5	21.6	31.7	46.1
13	0.095	0.27	0.45	0.79	1.2	1.8	3.7	6.8	11.5	17.0	25.0	36.3
11	0.080	0.23	0.38	0.67	1.1	1.5	3.2	5.8	9.7	14.4	21.1	30.7
9	0.066	0.19	0.31	0.55	0.86	1.3	2.6	4.7	7.9	11.8	17.3	25.1
7.5	0.055	0.16	0.26	0.46	0.72	1.0	2.2	3.9	6.6	9.8	14.4	20.9
5	0.036	0.10	0.17	0.31	0.48	0.7	1.4	2.6	4.4	6.5	9.6	14.0

① For service factor not listed, Equivalent HP = Actual HP x Service Factor.

② Ratings apply to Type T20 only.

Quick Selection Method

- C. Check the required speed against the allowable speed shown in **Table 1** for the type of coupling selected. For Type T50 Floating Shaft design, check the allowable speed from **Table 12** on **page 26**. If a higher speed is required, refer application details to the local Rexnord representative.
- D. Check application dimension requirements against selected coupling type dimensions shown on **pages 11-32**.

Example:

Select a coupling to connect a 450 hp, 1170 rpm electric motor to the drive high-speed shaft of a maneuvering winch. The shaft gap is 0.1" to 0.2". The motor shaft diameter is 3.500" and the drive shaft diameter is 3.000". The motor and drive shaft extensions are each 6.00" long.

1. Select Coupling Type — To connect close-coupled shafts (0.1" to 0.2" gap), the Type T10 or T20 coupling is the proper selection. Type T10 is selected.
2. Determine Service Factor — From **Table 4**, the service factor is 1.5.
3. Determine Equivalent HP — From **Table 2**, the equivalent hp is 675.
4. Select Coupling Size — (A) From **Table 3**, the coupling size is 1100T. (B) From **Table 14**, the maximum bore with square key is 4.000". (C) From **Table 1**, the allowable speed of a 1100T10 is 2440 rpm. (D) Dimensions for the 1100T10 coupling shown on **page 11** satisfies the application requirements.

Table 3 — Coupling Selection ... Based on Equivalent HP Ratings (Continued)

	1140T	1150T	1160T	1170T	1180T	1190T	1200T	1210T	1220T	1230T	1240T	1250T	1260T
Max Bore (in)	7.250	8.000	9.000	10.000	11.000	12.000	13.000	14.000	15.000	16.000	17.000	18.500	20.000
Max Speed T10	1650 RPM	1500 RPM	1350 RPM	1225 RPM	1100 RPM	1050 RPM	900 RPM	820 RPM	730 RPM	680 RPM	630 RPM	580 RPM	540 RPM
Max Speed T20	2200 RPM	2000 RPM	1750 RPM	1600 RPM	—	—	—	—	—	—	—	—	—
Torque (lb-in)	253,000	352,000	495,000	660,000	915,200	1,210,000	1,650,000	2,200,000	2,970,000	3,850,000	4,950,000	6,600,000	8,250,000
HP / 100 RPM	401	559	785	1047	1452	1920	2618	3491	4712	6109	7854	10472	13090
RPM	HP Ratings												
2100	8430 ①	—	—	—	—	—	—	—	—	—	—	—	—
1800	7226 ①	10053 ①	—	—	—	—	—	—	—	—	—	—	—
1750	7025 ①	9774 ①	13745 ①	—	—	—	—	—	—	—	—	—	—
1450	5821	8098	11388 ①	15184 ①	—	—	—	—	—	—	—	—	—
1170	4697	6535	9189	12252	—	—	—	—	—	—	—	—	—
1000	4014	5585	7854	10472	14521	19199	—	—	—	—	—	—	—
870	3492	4859	6833	9111	12633	16703	22777	—	—	—	—	—	—
720	2890	4021	5655	7540	10455	13823	18850	25133	33929	—	—	—	—
650	2609	3630	5105	6807	9439	12479	17017	22689	30631	39706	—	—	—
580	2328	3239	4555	6074	8422	11135	15184	20246	27332	35430	45553	60738	—
520	2087	2904	4084	5445	7551	9983	13614	18152	24505	31765	40841	54455	68068
420	1686	2346	3299	4398	6095	8063	10996	14661	19792	25656	32987	43983	54978
350	1405	1955	2749	3665	5082	6720	9163	12217	16493	21380	27489	36652	45815
280	1124	1564	2199	2932	4066	5376	7330	9774	13195	17104	21991	29322	36652
230	923	1285	1806	2409	3340	4410	6021	8029	10839	14050	18064	24086	30107
190	763	1061	1492	1990	2759	3648	4974	6632	8954	11607	14923	19897	24871
155	622	866	1217	1623	2251	2976	4058	5411	7304	9468	12174	16232	20290
125	502	698	982	1309	1815	2400	3273	4363	5891	7636	9818	13090	16363
100	401	559	785	1047	1452	1920	2618	3491	4712	6109	7854	10472	13090
84	337	469	660	880	1220	1613	2199	2932	3958	5131	6597	8797	10996
68	273	380	534	712	987	1306	1780	2374	3204	4154	5341	7121	8901
56	225	313	440	586	813	1075	1466	1955	2639	3421	4398	5864	7330
45	181	251	355	471	653	864	1178	1571	2021	2749	3534	4712	5891
37	149	207	291	387	537	710	969	1292	1744	2260	2906	3875	4843
30	120	168	236	314	436	576	785	1047	1414	1833	2356	3142	3927
25	100	140	196	262	363	480	655	873	1178	1527	1964	2618	3273
20	80	112	157	209	290	384	524	698	942	1222	1571	2094	2618
16.5	66	92	130	173	240	317	432	576	778	1008	1296	1728	2160
13.5	54	75	106	141	196	259	353	471	636	825	1080	1414	1767
11.0	44.2	61	86	115	160	211	288	384	518	672	864	1152	1440
9.0	36.1	50	71	94	131	173	236	314	424	550	707	942	1178
7.5	30.1	42	59	79	109	144	196	262	353	458	589	785	982
5.0	20.1	27.9	39	52	73	96	131	175	236	305	393	524	655

① Ratings apply to Type T20 only.

Service Factors

Table 4 — Flexible Coupling Service Factors for Motor ① and Turbine Drives

Service factors listed are typical values based on normal operation of the drive systems.

Application	Service Factor	Application	Service Factor
AERATOR	2.0	HAMMERMILL	1.75
AGITATORS		LAUNDRY WASHER OR TUMBLER	2.0
Vertical and Horizontal		LINE SHAFTS	
Screw, Propeller, Paddle.....	1.0	Any Processing Machinery.....	1.5
BARGE HAUL PULLER	1.5	MACHINE TOOLS	
BLOWERS		Auxiliary and Traverse Drive.....	1.0
Centrifugal.....	1.0	Bending Roll, Notching Press, Punch Press,	
Lobe or Vane.....	1.25	Planer, Plate Reversing.....	1.75
CAR DUMPERS	2.5	Main Drive.....	1.5
CAR PULLERS	1.5	MAN LIFTS	Not Approved
CLARIFIER OR CLASSIFIER	1.0	METAL FORMING MACHINES	
COMPRESSORS		Continuous Caster.....	1.75
Centrifugal.....	1.0	Draw Bench Carriage and Main Drive.....	2.0
Rotary, Lobe or Vane.....	1.25	Extruder.....	2.0
Rotary, Screw.....	1.0	Farming Machine and Forming Mills.....	2.0
Reciprocating.....	1.0	Slitters.....	1.0
Direct Connected.....	Refer to Factory	Wire Drawing or Flattening.....	1.75
Without Flywheel.....	Refer to Factory	Wire Winder.....	1.5
ⓐ With Flywheel and Gear between Compressor		Coilers and Uncoilers.....	1.5
and Prime Mover.....		MIXERS (see Agitators)	
1 cylinder, single acting.....	3.0	Concrete.....	1.75
1 cylinder, double acting.....	3.0	Muller.....	1.5
2 cylinders, single acting.....	3.0	PRESS, PRINTING	1.5
2 cylinders, double acting.....	3.0	PUG MILL	1.75
3 cylinders, single acting.....	3.0	PULVERIZERS	
3 cylinders, double acting.....	2.0	Hammermill and Hog.....	1.75
4 or more cyl., single act.....	1.75	Roller.....	1.5
4 or more cyl., double act.....	1.75	PUMPS	
ⓐ CONVEYORS		Boiler Feed.....	1.5
Apron, Assembly, Belt, Chain, Flight, Screw.....	1.0	Centrifugal — Constant Speed.....	1.0
Bucket.....	1.25	Frequent Speed Changes Under Load.....	1.25
Live Roll, Shaker and Reciprocating.....	3.0	Descaling, with accumulators.....	1.25
ⓐ CRANES AND HOIST		Gear, Rotary, or Vane.....	1.25
Main Hoist.....	1.7 ⓐ	Reciprocating, Plunger Piston.....	
Skip Hoist.....	1.75 ⓐ	1 cyl., single or double act.....	3.0
Slope.....	1.5	2 cyl., single acting.....	2.0
Bridge, Travel or Trolley.....	1.75	2 cyl., double acting.....	1.75
DYNAMOMETER	1.0	3 or more cylinders.....	1.5
ELEVATORS		Screw Pump, Progressing Cavity.....	1.25
Bucket, Centrifugal Discharge.....	1.25	Vacuum Pump.....	1.25
Freight or Passenger.....	Not Approved	SCREENS	
Gravity Discharge.....	1.25	Air Washing.....	1.0
ESCALATORS	Not Approved	Grizzly.....	2.0
EXCITER, GENERATOR	1.0	Rotary Coal or Sand.....	1.5
EXTRUDER, PLASTIC	1.5	Vibrating.....	2.5
FANS		Water.....	1.0
Centrifugal.....	1.0	SKI TOWS & LIFTS	Not Approved
Cooling Tower.....	2.0	STEERING GEAR	1.0
Forced Draft — Across the Line start.....	1.5	STOKER	1.0
Forced Draft Motor driven thru fluid		TIRE SHREDDER	1.50
or electric slip clutch.....	1.0	TUMBLING BARREL	1.75
Gas Recirculating.....	1.5	WINCH, MANEUVERING	
Induced Draft with damper control		Vadage, Marine.....	1.5
or blade cleaner.....	1.25	WINDLASS	1.5
Induced Draft without controls.....	2.0	WOODWORKING MACHINERY	1.0
FEEDERS		WORK LIFT PLATFORMS	Not Approved
Apron, Belt, Disc, Screw.....	1.0		
Reciprocating.....	2.5		
GENERATORS			
Even Load.....	1.0		
Hoist or Railway Service.....	1.5		
Welder Load.....	2.0		

- ① For engine drives, refer to **Table 5**. Electric motors, generators, engines, compressors and other machines fitted with sleeves or straight roller bearings usually require limited end float couplings. If in doubt, provide axial clearances and centering forces to the Factory for a recommendation.
- ② For balanced opposed design, refer to the Factory.
- ③ If people are occasionally transported, refer to the Factory for the selection of the proper size coupling.
- ④ For high peak load applications (such as Metal Rolling Mills) refer to the Factory.

Table 5 — Engine Drive Service Factors ⑤

Service Factors (S. F.) for engine drives are those required for applications where good flywheel regulation prevents torque fluctuations greater than ±20%. For drives where torque fluctuations are greater or where the operation is near a serious critical or torsional vibration, a mass elastic study is necessary.

No. of Cylinders	4 or 5 ⑤					6 or more ①				
Table 4 S.F.	1.0	1.25	1.5	1.75	2.0	1.0	1.25	1.5	1.75	2.0
Engine S.F.	2.0	2.25	2.5	2.75	3.0	1.5	1.75	2.0	2.25	2.5

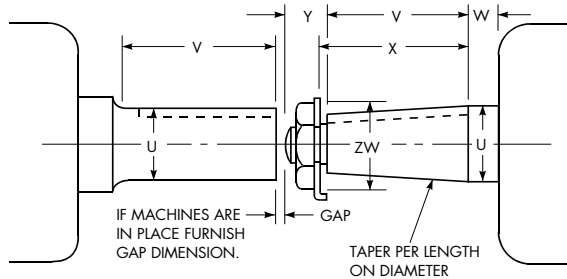
- ⑤ To use **Table 5**, first determine application service factor from **Table 4**. Use that factor to determine Engine Service Factor from **Table 5**. When service factor from **Table 4** is greater than 2.0, or where 1, 2 or 3 cylinder engines are involved, refer complete application details to Rexnord Engineering.

Industry	Service Factor	Industry	Service Factor
AGGREGATE PROCESSING, CEMENT, MINING KILNS; TUBE, ROD AND BALL MILLS		Shear, Croppers.....	Refer to Factory
Direct or on L.S. shaft of Reducer.....		Sideguards.....	3.0
with final drive Machined Spur Gears.....	2.0	Sleip Mills.....	Refer to Factory
Single Helical or Herringbone Gears.....	1.75	Slitters, Steel Mill only.....	1.75
Conveyors, Feeders, Screens.....		Soaking Pit Cover Drives —	
Elevators.....	See General Listing	Lift.....	1.0
Crushers, Ore or Stone.....	2.5	Travel.....	2.0
Dryer, Rotary.....	1.75	Straighteners.....	2.0
Grizzly.....	2.0	Unscramblers (Billet Bundle Busters).....	2.0
Hammermill or Hog.....	1.75	Wire Drawing Machinery.....	1.75
Tumbling Mill or Barrel.....	1.75	OIL INDUSTRY	
BREWING AND DISTILLING		Chiller.....	1.25
Bottle and Can Filling Machines.....	1.0	Oilwell Pumping (not over 150% peak torque).....	2.0
Brew Kettle.....	1.0	Paraffin Filter Press.....	1.5
Cookers, Continuous Duty.....	1.25	Rotary Kiln.....	2.0
Lauter Tub.....	1.5	PAPER MILLS	
Mash Tub.....	1.25	Barker Auxiliary, Hydraulic.....	2.0
Scale Hopper, Frequent Peaks.....	1.75	Barker, Mechanical.....	2.0
CLAY WORKING INDUSTRY		Barking Drum.....	
Brick Press, Briquette Machine, Clay Working		L.S. shaft of reducer with final drive - Helical	
Machine, Pug Mill.....	1.75	or Herringbone Gear.....	2.0
DREDGES		Machined Spur Gear.....	2.5
Cable Reel.....	1.75	Cast Tooth Spur Gear.....	3.0
Conveyors.....	1.25	Beater & Pulper.....	1.75
Cutter head, Jig Drive.....	2.0	Bleachers, Coaters.....	1.0
Maneuvering Winch.....	1.5	Calender & Super Calender.....	1.75
Pumps (uniform load).....	1.5	Chipper.....	2.5
Screen Drive, Stacker.....	1.75	Converting Machine.....	1.25
Utility Winch.....	1.5	Couch.....	1.75
FOOD INDUSTRY		Cutter, Felt Whipper.....	2.0
Beet Slicer.....	1.75	Cylinder.....	1.75
Bottling, Can Filling Machine.....	1.0	Dryer.....	1.75
Cereal Cooker.....	1.25	Felt Stretcher.....	1.25
Dough Mixer, Meat Grinder.....	1.75	Fourdrinier.....	1.75
LUMBER		Jordan.....	2.0
Band Resaw.....	1.5	Log Haul.....	2.0
Circular Resaw, Cut-off.....	1.75	Line Shaft.....	1.5
Edger, Head Rig, Hog.....	2.0	Press.....	1.75
Gang Saw (Reciprocating).....	Refer to Factory	Pulp Grinder.....	1.75
Log Haul.....	2.0	Reel, Rewinder, Winder.....	1.5
Planer.....	1.75	Stock Chest, Washer, Thickener.....	1.5
Rolls, Non-Reversing.....	1.25	Stock Pumps, Centrifugal	
Rolls, Reversing.....	2.0	Constant Speed.....	1.0
Sawdust Conveyor.....	1.25	Frequent Speed Changes Under Load.....	1.25
Slab Conveyor.....	1.75	Suction Roll.....	1.75
Sorting Table.....	1.5	Vacuum Pumps.....	1.25
Trimmer.....	1.75	RUBBER INDUSTRY	
METAL ROLLING MILLS		Calender.....	2.0
Coilers (Up or Down) Cold Mills only.....	1.5	Cracker, Plasticator.....	2.5
Coilers (Up or Down) Hot Mills only.....	2.0	Extruder.....	1.75
Coke Plants.....	2.5	Intensive or Banbury Mixer.....	2.5
Pusher Ram Drive.....	2.0	Mixing Mill, Refiner or Sheeter	
Door Opener.....	2.0	One or two in line.....	2.5
Pusher or Lorry Car Traction Drive.....	3.0	Three or four in line.....	2.0
Continuous Caster.....	1.75	Five or more in line.....	1.75
Cold Mills — Strip Mills.....	Refer to Factory	Tire Building Machine.....	2.5
Temper Mills.....	Refer to Factory	Tire & Tube Press Opener (Peak Torque).....	1.0
Cooling Beds.....	1.5	Tuber, Strainer, Pelletizer.....	1.75
Drawbench.....	2.0	Warming Mill	
Feed Rolls - Blooming Mills.....	3.0	One or two Mills in line.....	2.0
Furnace Pushers.....	2.0	Three or more Mills in line.....	1.75
Hot and Cold Saws.....	2.0	Washer.....	2.5
Hot Mills —		SEWAGE DISPOSAL EQUIPMENT	
Strip or Sheet Mills.....	Refer to Factory	Bar Screen, Chemical Feeders, Collectors,	
Reversing Blooming.....	Refer to Factory	Dewatering Screen, Grit Collector.....	1.0
Slabbing Mills.....	Refer to Factory	SUGAR INDUSTRY	
Edger Drives.....	Refer to Factory	Cane Carrier & Leveler.....	1.75
Ingot Cars.....	2.0	Cane Knife & Crusher.....	2.0
Manipulators.....	3.0	Mill Stands, Turbine Driver with all Helical	
Merchant Mills.....	Refer to Factory	or Herringbone gears.....	1.5
Mill Tables		Electric Drive or Steam Engine Drive with Helical,	
Roughing Breakdown Mills.....	3.0	Herringbone, or Spur Gears	
Hot Bed or Transfer, non-reversing.....	1.5	with any Prime Mover.....	1.75
Runout, reversing.....	3.0	TEXTILE INDUSTRY	
Runout, non-reversing, non-plugging.....	2.0	Batcher.....	1.25
Reel Drives.....	1.75	Calender, Card Machine.....	1.5
Rod Mills.....	Refer to Factory	Cloth Finishing Machine.....	1.5
Screwdown.....	2.0	Dry Can, Loom.....	1.5
Seamless Tube Mills		Dyeing Machinery.....	1.25
Piercer.....	3.0	Knitting Machine.....	Refer to Factory
Thrust Block.....	2.0	Mangle, Napper, Soaper.....	1.25
Tube Conveyor Rolls.....	2.0	Spinner, Tenter Frame, Winder.....	1.5
Reeler.....	2.0		
Kick Out.....	2.0		

Service Factors

SERVICE FACTORS are a guide, based on experience, of the ratio between coupling catalog rating and system characteristics. The system characteristics are best measured with a torque meter.

Torque Demands Driven Machine	Typical applications for electric motor or turbine driven equipment	Typical Service Factor
	Constant torque such as Centrifugal Pumps, Blowers and Compressors.	1.0
	Continuous duty with some torque variations including Plastic Extruders, Forced Draft Fans.	1.5
	Light shock loads from Metal Extruders, Cooling Towers, Cane Knife, Log Haul.	2.0
	Moderate shock loading as expected from a Car Dumper, Stone Crusher, Vibrating Screen.	2.5
	Heavy shock load with some negative torques from Roughing Mills, Reciprocating Pumps, Compressors, Reversing Runout Tables.	3.0
	Applications like Reciprocating Compressors with frequent torque reversals, which do not necessarily cause reverse rotations.	Refer to Factory



Products

General Information

- Rexnord standards apply unless otherwise specified.
- All dimensions are for reference only and are subject to change without notice unless certified.
- Unless otherwise specified, Falk coupling hub Sizes 1020 thru 1090 will be bored for clearance fit with a setscrew over the keyway. Sizes 1100 and larger will be furnished for interference fit without a setscrew (see **Table 27, page 40**). Recommended key sizes for the listed maximum bores are shown in **Table 26 on page 40**.
- Torque ratings of couplings utilizing Taper-Lock bushings can differ from those that do not. Refer to Rexnord for details.
- If Factory is to supply coupling hubs bored for Taper-Lock bushings, the bushing manufacturer **MUST** be noted on the order.
- Consult Rexnord when limited end float is required or application temperature exceeds 250°F.

How to Order

The following information is necessary to quote or ship to your exact requirements. Prompt service is assured if this information is given on your inquiry or order.

1. Application: Driver & Driven
2. Power: Normal hp, Maximum hp or Torque (lb-in)
3. Speed (rpm)
4. For Type T63 Disc Brake Couplings, furnish brake requirements.
 - A. Holding torque requirement.
 - B. WR^2 of rotating parts (at brake location).
 - C. Frequency of stops.
 - D. Rate of deceleration required — desired stop time and stopping rpm.
5. Quantity
6. Coupling Size and Type e.g., 110T41 or 1070T10
7. Shaft Gap or distance between shaft ends (BE Dimension)
8. Bore Sizes: Must specify clearance or interference fit, or fit will be furnished per **Table 27, page 40**. Bore sizes will be furnished as per **Table 28 on page 40** or **Table 30 on pages 41 and 42** unless specified differently.
9. Shaft Dimensions as follows:

For Straight Shafts:

Driving Shaft		Driven Shaft	
Diameter U	_____	Diameter U	_____
Tolerance	_____	Tolerance	_____
Length V	_____	Length V	_____
Keyway	_____	Keyway	_____

NOTE: Provide shaft tolerances if different than those shown in **Table 27 through Table 30, pages 40-42**. Unless otherwise specified, keyway sizes in inch shafts will be furnished based on key sizes listed in **Table 26, page 40**, to Rexnord tolerances; metric keyways will be furnished for keys listed in **Table 26, page 40** per ISO/R773-1969 (ANSI/AGMA 9112) and Js9 width tolerances. For other shaft/bore requirements, consult Rexnord.

For Taper Shafts: keyway is assumed to be parallel to the bore.

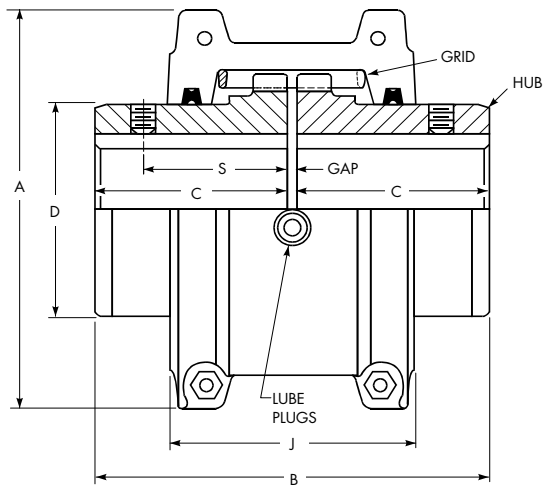
Diameter U	_____	Across Flats	_____
Length V	_____	Corners ZW	_____
Length W	_____	Taper	_____
Length X	_____	Keyway	_____
Length Y	_____		

Factory Warranty

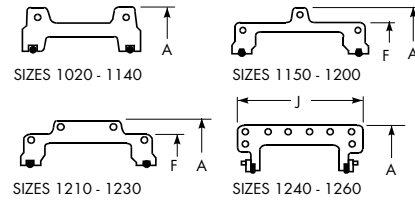
We're so confident in the performance and reliability of our latest generation of Falk and Rexnord® gear drives that we're backing this comprehensive offering with the best standard warranty in the business. Our full, 3-year Heavy-Duty Warranty provides "shaft-to-shaft" protection on all Falk components — including bearings and seals. It's an industry first ... and one more powerful reason why Rexnord is your ultimate bottom-line drive and coupling value. ① Steelflex grid couplings are warranted for 5 Years when lubricated with Falk Long Term Grease (LTG).

- ① Warranty extends for 3 years from date of shipment. Does not apply to Falk Omnibox®, Ultramite®, Fluid Couplings, RENEW® and spare parts. Warranty applies to Steelflex and Lifelign® couplings with the use of Falk LTG.

Close-Coupled Type T10



COVER PROFILES – HORIZONTAL SPLIT



Sizes 1020 thru 1230T10 covers are cast aluminum alloy;
Sizes 1240 thru 1260T10 are fabricated steel.

Dimensions (in)

Size ①	Torque Rating (lb-in) ②	Allow Speed RPM ③	Max Bore ④	Min Bore ⑤	Cplg Wt with No Bore (lb)	Lube Wt (lb)	A	B	C	D	F	J	S	GAP
1020T	460	4500	1.125	0.500	4.2	0.06	3.82	3.88	1.88	1.56	—	2.62	1.54	0.125
1030T	1,320	4500	1.375	0.500	5.7	0.09	4.16	3.88	1.88	1.94	—	2.69	1.54	0.125
1040T	2,200	4500	1.625	0.500	7.4	0.12	4.50	4.12	2.00	2.25	—	2.75	1.58	0.125
1050T	3,850	4500	1.875	0.500	12	0.15	5.32	4.88	2.38	2.62	—	3.19	1.76	0.125
1060T	6,050	4350	2.125	0.750	16	0.19	5.82	5.12	2.50	3.00	—	3.68	2.06	0.125
1070T	8,800	4125	2.500	0.750	23	0.25	6.25	6.12	3.00	3.44	—	3.81	2.12	0.125
1080T	18,150	3600	3.000	1.062	39	0.38	7.50	7.12	3.50	4.12	—	4.55	2.54	0.125
1090T	33,000	3600	3.500	1.062	56	0.56	8.31	7.88	3.88	4.88	—	4.81	2.82	0.125
1100T	55,550	2440	4.000	1.625	93	0.94	9.88	9.69	4.75	5.59	—	6.12	—	0.188
1110T	82,500	2250	4.500	1.625	120	1.12	10.62	10.19	5.00	6.31	—	6.36	—	0.188
1120T	121,000	2025	5.000	2.375	179	1.62	12.12	12.00	5.88	7.06	—	7.54	—	0.250
1130T	176,000	1800	6.000	2.625	266	2.0	13.62	13.00	6.38	8.56	—	7.68	—	0.250
1140T	253,000	1650	7.250	2.625	392	2.5	15.12	14.75	7.25	10.00	—	7.92	—	0.250
1150T	352,000	1500	8.000	4.250	500	4.3	17.84	14.65	7.20	10.60	15.40	10.60	—	0.250
1160T	495,000	1350	9.000	4.750	681	6.2	19.76	15.85	7.80	12.00	17.20	10.96	—	0.250
1170T	660,000	1225	10.000	5.250	987	7.7	22.32	17.25	8.50	14.00	19.18	12.10	—	0.250
1180T	915,000	1100	11.000	6.000	1365	8.3	24.80	19.05	9.40	15.50	21.84	12.64	—	0.250
1190T	1,210,000	1050	12.000	6.000	1710	9.7	26.60	20.65	10.20	17.20	23.93	12.80	—	0.250
1200T	1,650,000	900	13.000	7.000	2331	12.4	29.80	22.25	11.00	19.60	26.00	14.00	—	0.250
1210T	2,200,000	820	14.000	7.000	3140	23.2	33.25	24.50	12.00	21.00	29.56	17.00	—	0.500
1220T	2,970,000	730	15.000	8.000	3935	35.4	36.25	26.10	12.80	22.50	32.37	19.30	—	0.500
1230T	3,850,000	680	16.000	8.000	4997	53.0	39.50	27.70	13.60	24.00	35.62	21.50	—	0.500
1240T	4,950,000	630	17.000	10.000	6504	74.5	42.80	29.50	14.50	25.50	—	25.50	—	0.500
1250T	6,600,000	580	18.500	10.000	8450	110.5	46.50	32.10	15.80	28.00	—	27.50	—	0.500
1260T	8,250,000	540	20.000	10.000	10322	148.1	49.64	34.50	17.00	30.00	—	30.00	—	0.500

① Refer to **page 10** for General Information.

② Peak torque capacity is two times the published rating. Torque ratings for hubs with bushings differ from those shown, refer to **Table 18, page 36**.

③ Consult Factory for higher speeds.

④ Maximum bores are reduced for hubs furnished with an interference fit and a setscrew over the keyway. Refer to Rexnord Engineering Sheet 427-105 for details.

⑤ Minimum bore is the smallest bore to which a Rough Stock Bore (RSB) hub can be bored. Depending upon coupling size, RSB hubs may have only a blind centering hole or a through hole that will permit remachining of the hubs to the minimum bores specified.

NOTE: Dimensions subject to change. Certified dimensions of ordered material furnished on request.

(421-110) 11

Engineering Data

Table 13 — Shaft Diameters & Ratings for NEMA 60 Hertz & 50 Hertz Metric Motors

		NEMA 60 Hertz Motors (HP)																											
Frame Size		T Frames																		TS Frames									
		143	145	182	184	213	215	254	256	284	286	324	326	364	365	404	405	444	445	284	286	324	326	364	365	404	405	444	445
Shaft Dia (in)		0.88	0.88	1.13	1.13	1.38	1.38	1.63	1.63	1.88	1.88	2.13	2.13	2.38	2.38	2.88	2.88	3.38	3.38	1.63	1.63	1.88	1.88	1.88	1.88	2.13	2.13	2.38	2.38
3600 RPM	Drip Proof	1-1/2	2-3	5	7-1/2	10	15	20	25	30	40	50	60	75	100	125	150	200	250	30	40	50	60	75	100	125	150	200	250
	Enclosed	1-1/2	2	3	5	7-1/2	10	15	20	25	30	40	50	60	75	—	100	125	150	25	30	40	50	60	75	—	100	125	150
1800 RPM	Drip Proof	1	1-1/2, 2	3	5	7-1/2	10	15	20	25	30	40	50	60	75	100	125	150	200	25	30	40	50	60	75	100	125	150	200
	Enclosed	1	1-1/2, 2	3	5	7-1/2	10	15	20	25	30	40	50	60	75	—	100	125	150	25	30	40	50	60	75	—	100	125	150
1200 RPM	Drip Proof & Enclosed	3/4	1	1-1/2	2	3	5	7-1/2	10	15	20	25	30	40	50	60	75	100	125	15	20	25	30	40	50	60	75	100	125
900 RPM	Drip Proof & Enclosed	1/2	3/4	1	1-1/2	2	3	5	7-1/2	10	15	20	25	30	40	50	60	75	100	10	15	20	25	30	40	50	60	75	100

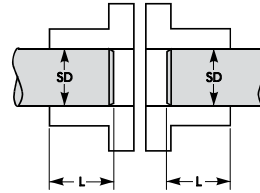
50 Hertz Metric Motors (kW)																			
Frame Size	80	90S	90L	100L	112M	132S	132M	160M	160L	180M	180L	200M/L	225S	225M	250S	250M	280S	280M	
Shaft Dia (mm)	19	24	24	28	28	38	38	42	42	48	48	55	55	55	60, 65	60, 65	65, 75	65, 75	
3000 RPM	0.75 1.10	1.5	2.2	3.0	4	5.5 7.5	—	11 15	18.5	—	—	30 37	45	45	55	55 75	75 90	90 110	
1500 RPM	0.55 0.75	1.1	1.5	2.2 3.0	4	5.5	7.5	11	15	18.5	22	30	37 45	45	55	55 75	75 90	90 110	
1000 RPM	0.37 0.55	0.75	1.1	1.5	2.2	3	4 5.5	7.5	11	—	15	18.5 22	30	30	37	37 45	45 55	55 75	
750 RPM	0.18 0.25	0.37	0.55	0.75 1.1	1.5	2.2	3	4 5.5	7.5	—	11	15	18.5	22	30	30	37 45	45 55	

OVERHANGING HUBS — Hubs may be overhung on the shafting, provided there is more than one shaft diameter of hub/shaft engagement for clearance fits, or more than 0.75 times shaft diameter hub/shaft engagement for interference fits. If hub engagement is less than what is required, use a standard long hub listed in **Table 22** on **page 39**, or submit application details to the Factory.

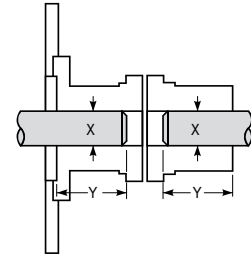
Dimension L must be equal to or greater than Dimension SD for clearance fits, or greater than Dimension SD times 0.75 for interference fits. For Type T63, Dimension Y must be equal to or greater than Dimension X.

Example: SD = 4"; then L must be 4" or more for clearance fits or 3" or more for interference fits.

CAUTION: The effect of open keyways on coupling balance should be accounted for.



Example — Type T, Other than T63



Example — Type T63

Engineering Data

Table 14 — Type T Hub & Flanged Hub Bore Ranges with Square & Rectangular Keys ③

Size ①	Min Bore ⑧	Inches															Millimeters ⑤		
		For One Square Key			For One Rectangular Key						For Two Square Keys			For Two Rectangular Keys			Min Bore	Max Bore	
		Max Bore ④	Y=X		Max Bore ④	Y=X		Max Bore ④	Y=W/2 ④		Max Bore ④	Y=X		Max Bore ④	Y=X			Std Bore Fits per Table 30 ⑥	Int Fit per Table 30 w/ Setscrew Over Keyway
			W	Y		W	Y		W	Y		W	Y		W	Y			
20/1020T	0.500	1.125 ②	0.250 ②	0.125 ②	1.187	0.250	0.093	1.250	0.250	0.062	—	—	—	—	—	—	13	28	24
30/1030T	0.500	1.375 ②	0.312 ②	0.156 ②	1.437	0.375	0.125	1.562	0.375	0.062	—	—	—	—	—	—	13	35	30
40/1040T	0.500	1.625 ②	0.375 ②	0.187 ②	1.750	0.375	0.125	1.750	0.375	0.062	—	—	—	—	—	—	13	43	38
50/1050T	0.500	1.875 ②	0.500 ②	0.250 ②	2.000	0.500	0.187	2.125	0.500	0.125	—	—	—	—	—	—	13	50	45
60/1060T	0.750	2.125 ②	0.500 ②	0.250 ②	2.250	0.500	0.187	2.375	0.625	0.125	—	—	—	—	—	—	20	56	50
70/1070T	0.750	2.500 ②	0.625 ②	0.312 ②	2.687	0.625	0.218	2.675	0.750	0.125	—	—	—	—	—	—	20	67	60
80/1080T	1.062	3.000 ②	0.750 ②	0.375 ②	3.250	0.750	0.250	3.375	0.875	0.187	—	—	—	—	—	—	27	80	75
90/1090T	1.062	3.500 ②	0.875 ②	0.437 ②	3.750	0.875	0.312	3.875	1.000	0.250	—	—	—	—	—	—	27	95	90
100/1100T	1.625	4.000 ②	1.000 ②	0.500 ②	4.250	1.000	0.375	4.500	1.000	0.250	—	—	—	—	—	—	42	110	100
110/1110T	1.625	4.500 ②	1.000 ②	0.500 ②	4.625	1.250	0.437	5.000	1.250	0.250	—	—	—	—	—	—	42	120	110
120/1120T	2.375	5.000 ②	1.250 ②	0.625 ②	5.375	1.250	0.437	5.750	1.500	0.250	—	—	—	—	—	—	61	140	120
130/1130T	2.625	6.000 ②	1.500 ②	0.750 ②	6.500	1.500	0.500	6.500	1.500	0.250	—	—	—	—	—	—	67	170	150
140/1140T	2.625	7.000	1.750	0.875	7.250 ②	1.750 ②	0.750 ②	7.750	2.000	0.500	—	—	—	—	—	—	67	200	180
150/1150T	4.250	7.500	1.750	0.875	8.000 ②	2.000 ②	0.750 ②	—	—	—	—	—	—	—	—	—	108	215	190
160/1160T	4.750	8.500	2.000	1.000	9.000 ②	2.000 ②	0.750 ②	—	—	—	—	—	—	—	—	—	121	240	215
1170T	5.250	9.750	2.500	1.250	10.000 ②	2.500 ②	0.875 ②	—	—	—	10.750	1.750	0.875	11.000	1.750	0.750	134	280	240
1180T	6.000	10.750	2.500	1.250	11.000 ②	2.500 ②	0.875 ②	—	—	—	12.000	1.750	0.875	12.250	2.000	0.750	153	300	260
1190T	6.000	11.750	3.000	1.500	12.000 ②	3.000 ②	1.000 ②	—	—	—	13.000	2.000	1.000	13.250	2.000	0.750	153	336	290
1200T	7.000	12.750	3.000	1.500	13.000 ②	3.000 ②	1.000 ②	—	—	—	14.000	2.500	1.250	14.250	2.500	0.875	178	360	320
1210T	7.000	13.750	3.500	1.750	14.000 ②	3.500 ②	1.250 ②	—	—	—	15.000	2.500	1.250	15.250	2.500	0.875	178	390	350
1220T	8.000	14.750	3.500	1.750	15.000 ②	3.500 ②	1.250 ②	—	—	—	16.000	2.500	1.250	16.250	3.000	1.000	178	420	380
1230T	8.000	15.750	4.000	2.000	16.000 ②	4.000 ②	1.500 ②	—	—	—	17.000	3.000	1.500	17.250	3.000	1.000	254	450	410
1240T	10.000	16.750	4.000	2.000	17.000 ②	4.000 ②	1.500 ②	—	—	—	18.000	3.000	1.500	18.250	3.000	1.000	254	480	440
1250T	10.000	18.000	4.000	2.000	18.500 ②	5.000 ②	1.750 ②	—	—	—	19.250	3.500	1.750	19.750	3.500	1.250	⑦	⑦	⑦
1260T	10.000	19.500	5.000	2.500	20.000 ②	5.000 ②	1.750 ②	—	—	—	20.750	3.500	1.750	21.250	3.500	1.250	⑦	⑦	⑦

Table 15 — Type T31& T35 Shaft Hub Bore Ranges with Square & Rectangular Keys ③

Size ①	Min Bore ⑧	Inches										Millimeters			
		For One Square Key			For One Rectangular Key						Min Bore	Max Bore			
		Max Bore ④	Y=X		Max Bore ④	Y=X		Max Bore ④	Y=W/2 ④			Std Bore Fits per Table 30	Int Fit per Table 30 w/Setscrew Over Keyway	With Puller Holes per Table 23 or Table 24	
			W	Y		W	Y		W	Y					
1020T	0.500	1.375 ②	0.312 ②	0.156 ②	1.437	0.375	0.125	1.562	0.375	0.062	13	35	30	35	
1030T	0.500	1.625 ②	0.375 ②	0.188 ②	1.750	0.375	0.125	—	—	—	13	43	38	43	
1040T	0.500	2.125 ②	0.500 ②	0.250 ②	2.250	0.500	0.188	2.375	0.625	0.125	13	56	50	56	
1050T	0.500	2.375 ②	0.625 ②	0.312 ②	2.500	0.625	0.218	2.625	0.625	0.125	13	67	60	67	
1060T	0.750	2.875 ②	0.750 ②	0.375 ②	3.125	0.750	0.250	3.250	0.750	0.125	20	80	76	80	
1070T	0.750	3.125 ②	0.750 ②	0.375 ②	3.250	0.750	0.250	3.375	0.875	0.188	20	85	80	85	
1080T	1.062	3.500 ②	0.875 ②	0.438 ②	3.750	0.875	0.312	3.875	1.000	0.250	27	95	90	88	
1090T	1.062	4.000 ②	1.000 ②	0.500 ②	4.250	1.000	0.375	4.500	1.000	0.250	27	110	100	100	
1100T	1.500	4.750 ②	1.250 ②	0.625 ②	5.000	1.250	0.438	5.250	1.250	0.250	39	130	120	120	
1110T	2.000	5.500 ②	1.250 ②	0.625 ②	5.875	1.500	0.500	6.250	1.500	0.250	51	150	140	140	
1120T	2.500	6.250 ②	1.500 ②	0.750 ②	6.500	1.500	0.500	6.750	1.750	0.625	64	170	165	160	
1130T	3.000	6.750	1.750	0.875	7.000 ②	1.750 ②	0.750 ②	7.250	1.750	0.625	77	190	180	175	
1140T	3.500	7.500	2.000	1.000	8.000 ②	2.000 ②	0.750 ②	8.500	2.000	0.500	89	210	200	200	
1150T	4.000	9.750	2.000	1.000	10.000 ②	2.500 ②	0.875 ②	—	—	—	102	270	230	250	
1160T	4.500	10.500	2.500	1.250	11.000 ②	2.500 ②	0.875 ②	—	—	—	115	290	260	280	
1170T	5.000	12.000	3.000	1.500	13.000 ②	3.000 ②	1.000 ②	—	—	—	127	340	290	330	
1180T	4.000	12.000	3.000	1.500	13.000 ②	3.000 ②	1.000 ②	—	—	—	102	340	310	340	
1190T	4.500	13.250	3.500	1.750	14.250 ②	3.500 ②	1.250 ②	—	—	—	116	380	340	380	
1200T	5.000	14.250	3.500	1.750	15.000 ②	3.500 ②	1.250 ②	—	—	—	127	400	360	400	

- ① Refer to **page 10** for general information.
Metric keyways and keyway radiuses will be furnished per ISO/R773 (DIN 6885/1) and Js9 width tolerances unless otherwise specified. P9 and D10 width tolerance can be furnished on request. Refer to 427-140 for tolerances.
- ② Shaded areas indicate maximum bores using standard recommended keys shown in **Table 26**.
- ③ Unless otherwise specified, Sizes 1020 thru 1090 will be furnished for clearance fit with a setscrew over the keyway and Sizes 1100 and larger will be furnished for interference fit without a setscrew. Exception: For Types T50 and T70, coupling hubs are normally furnished with an average interference fit of 0.0005" per inch of shaft diameter. Clearance fit and/or hubs with setscrews are not recommended.
- ④ Shaft keyway depth Y equals one-half of square key W. **NOTE:** Check key stresses.
- ⑤ Also applies to Hub Type T61, T63, T50 pilot hub and flanged hub of T50 and T70 type couplings.
- ⑥ With standard puller bolt holes per **Table 23, page 39**.
- ⑦ Consult Rexnord.
- ⑧ Minimum bore is the smallest bore to which a Rough Stock Bore (RSB) hub can be bored. Depending upon coupling size, RSB hubs may have only a blind centering hole or a through hole that will permit remachining of the hubs to the minimum bores specified.
- ⑨ Maximum bores are reduced for hubs furnished with an interference fit and a setscrew over the keyway. Refer to Rexnord Engineering Sheet 427-105 for details.

Engineering Data

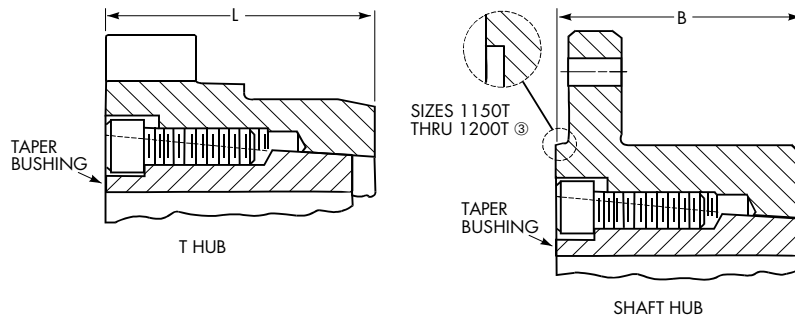


Table 18 — Taper-Lock Bushings for Type T Hubs & Shaft Hubs ①

Coupling Size	T Hub				Shaft Hub				
	Taper-Lock Bushing			L (in)	Taper-Lock Bushing			B (in)	Gear Cplg Rigid Hub Size
	Bushing Number	Bore Range ② (in)	Torque (lb-in)		Bushing Number	Bore Range ② (in)	Torque (lb-in)		
1020T	—	—	—	—	1108	0.500 to 1.125	460	1.38	—
1030T	1108	0.500 to 1.125	1,300	1.62	1108	0.500 to 1.125	1,300	1.62	—
1040T	1108	0.500 to 1.125	1,300	1.62	1310	0.500 to 1.375	2,200	2.12	—
1050T	1215	0.500 to 1.250	3,550	1.88	1615	0.500 to 1.625	3,850	2.38	—
1060T	1615	0.500 to 1.625	4,300	2.12	2012	0.500 to 2.000	6,500	2.88	—
1070T	2012	0.500 to 2.000	7,150	2.12	2525	0.750 to 2.500	8,800	3.12	—
1080T	2525	0.750 to 2.500	11,300	2.62	2525	0.750 to 2.500	11,300	3.50	—
1090T	3030	0.938 to 3.000	24,000	3.12	3030	0.938 to 3.000	24,000	4.00	—
1100T	3030	0.938 to 3.000	24,000	3.50	3535	1.188 to 3.500	48,800	3.56	—
1110T	3535	1.188 to 3.500	44,800	3.62	4040	1.438 to 4.000	77,300	4.10	—
1120T	4040	1.438 to 4.000	77,300	4.38	4545	1.938 to 4.500	110,000	4.70	—
1130T	4545	1.938 to 4.500	110,000	4.62	5050	2.438 to 5.000	126,000	5.30	—
1140T	5050	2.438 to 5.000	126,000	5.12	5050	2.438 to 5.000	126,000	6.00	—
1150T	5050	2.438 to 5.000	126,000	7.20	6050	3.438 to 6.000	282,000	6.80 ③	1055
1160T	5050	2.438 to 5.000	126,000	7.80	7060	3.938 to 7.000	416,000	7.34 ③	1060
1170T	7060	3.938 to 7.000	416,000	8.50	8065	4.438 to 8.000	456,000	8.67 ③	1070
1180T	8065	4.438 to 8.000	456,000	9.40	8065	4.438 to 8.000	456,000	9.80 ③	1080
1190T	8065	4.438 to 8.000	456,000	10.20	10085	7.000 to 10.000	869,000	10.86 ③	1090
1200T	10085	7.000 to 10.000	869,000	11.00	10085	7.000 to 10.000	869,000	12.00 ③	1100

① Use straight bored hubs for shock load or reversing load applications or applications that require 1.75 or higher coupling service factors or refer to the Factory for selection, price and delivery of special bushings. Refer to Factory for selection of Taper-Lock bushings for Type T50 and T70 couplings.

② Bushings require shaft keyways as calculated in **Table 26**.

③ For Sizes 1150T thru 1200T, dimension "B" is to the hub counterbore.

Engineering Data

Table 19 — WR² Values (lb-in²)

(WR² values are based on hubs with no bore; seals, lube plugs and gaskets are not considered.)

Coupling Size	Coupling Type											T70
	T10	T20	T31		T35		T10/G82 ①			T50		
			WR ² (Min BE)	WR ² Added per Inch of BE Over Minimum	WR ² (Min BE)	WR ² Added per Inch of BE Over Minimum	Rigid Hub Size	WR ² (Without Shaft)	WR ² Added per Inch of Length of “SD” Diameter Between Hubs	WR ² (Each Coupling)	WR ² Added per Inch of Length of “SD” Diameter Between Hubs	
1020T	4.83	5.32	9.8	0.18	7.3	0.18	—	—	—	—	—	—
1030T	7.61	7.99	15.3	0.42	11.5	0.42	—	—	—	14.8	0.043	14.8
1040T	11.19	11.99	31.8	0.76	21.5	0.76	—	—	—	—	—	—
1050T	24.85	25.76	62.0	1.40	43.4	1.40	—	—	—	61.7	0.14	61.7
1060T	40.66	41.16	132	2.38	86.4	2.38	—	—	—	—	—	—
1070T	66.43	61.68	175	4.06	119	4.06	—	—	—	144	0.44	144
1080T	154	148	396	8.37	275	8.37	—	—	—	346	1.08	346
1090T	269	272	805	16.2	537	16.2	—	—	—	603	2.24	603
1100T	609	608	1,756	27.2	1,183	27.2	—	—	—	1,424	5.46	1,424
1110T	923	930	2,726	45.4	1,825	45.4	1035G	2,688	11.3	2,384	7.95	2,383
1120T	1,755	1,611	5,341	70.9	3,548	70.9	1040G	5,155	17.3	2,734	14.1	2,733
1130T	3,378	3,568	8,563	153	5,970	153	1045G	8,738	35.8	4,854	23.1	4,852
1140T	6,306	6,431	14,871	283	10,588	283	1050G	16,346	76.3	9,575	30.2	9,572
1150T	11,922	11,243	30,740	237	21,331	237	1055G	28,112	113	10,390	49.3	—
1160T	19,876	20,597	43,610	394	31,773	394	1060G	41,251	181	31,150	113	—
1170T	35,621	35,625	84,639	789	60,130	789	1070G	80,916	276	51,140	113	—
1180T	62,553	—	135,817	1,197	99,185	1,197	1080G	130,917	404	88,040	181	—
1190T	89,359	—	222,003	1,856	155,681	1,856	1090G	212,411	572	125,920	276	—
1200T	148,676	—	319,363	3,306	234,019	3,306	1100G	316,614	788	204,240	404	—
1210T	257,900	—	—	—	—	—	—	—	—	—	—	—
1220T	385,696	—	—	—	—	—	—	—	—	—	—	—
1230T	597,136	—	—	—	—	—	—	—	—	—	—	—
1240T	1,157,844	—	—	—	—	—	—	—	—	—	—	—
1250T	1,791,120	—	—	—	—	—	—	—	—	—	—	—
1260T	2,428,359	—	—	—	—	—	—	—	—	—	—	—

① Values shown are for standard hub lengths.

Coupling Misalignment

Maximum life and minimum maintenance for the coupling and connected machinery will result if couplings are accurately aligned. Coupling life expectancy between initial alignment and maximum operating limits is a function of load, speed and lubrication. For applications requiring greater misalignment, refer application details to Rexnord.

Angular misalignment is expressed in degrees and as the difference between the value of X minus Y, as illustrated.

Parallel misalignment is the distance P between shaft center lines as shown.

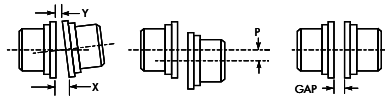


Table 20 — Misalignment Capacity (in) ②

CpIg Size	Recommended Installation Maximum				Maximum Operating			Normal Gap ± 10%	
	Parallel Offset – P			Angular (1/16") X Minus Y	Parallel Offset – P Inches ③		Angular (1/4") X Minus Y	All Types Except T31	Type T31
	Types T10, T20 T31, T35 T41, T63	Type T50	Type T70		Types T10, T20 T31, T35 T41, T63	Type T70			
20/1020T	0.006	—	—	0.003	0.012	—	0.010	0.125	0.188
30/1030T	0.006	0.002	0.003	0.003	0.012	0.006	0.012	0.125	0.188
40/1040T	0.006	—	—	0.003	0.012	—	0.013	0.125	0.188
50/1050T	0.008	0.002	0.004	0.004	0.016	0.008	0.016	0.125	0.188
60/1060T	0.008	—	—	0.005	0.016	—	0.018	0.125	0.188
70/1070T	0.008	0.002	0.004	0.005	0.016	0.008	0.020	0.125	0.188
80/1080T	0.008	0.002	0.004	0.006	0.016	0.008	0.024	0.125	0.188
90/1090T	0.008	0.003	0.004	0.007	0.016	0.008	0.028	0.125	0.188
100/1100T	0.010	0.003	0.005	0.008	0.020	0.010	0.033	0.188	0.250
110/1110T	0.010	0.003	0.005	0.009	0.020	0.010	0.036	0.188	0.250
120/1120T	0.011	0.003	0.006	0.010	0.022	0.011	0.040	0.250	0.375
130/1130T	0.011	0.004	0.006	0.012	0.022	0.011	0.047	0.250	0.375
140/1140T	0.011	0.004	0.006	0.013	0.022	0.011	0.053	0.250	0.375
150/1150T	0.012	0.004	0.006	0.016	0.024	0.012	0.062	0.250	0.375
160/1160T	0.012	0.005	0.006	0.018	0.024	0.012	0.070	0.250	0.375
170/1170T	0.012	0.005	0.006	0.020	0.024	0.012	0.079	0.250	0.375
180/1180T	0.015	0.005	0.008	0.022	0.030	0.015	0.089	0.250	0.375
190/1190T	0.015	0.006	0.008	0.024	0.030	0.015	0.097	0.250	0.375
200/1200T	0.015	0.006	0.008	0.027	0.030	0.015	0.107	0.250	0.375
1210T	0.018	—	—	0.029	0.036	—	0.118	0.500	—
1220T	0.018	—	—	0.032	0.036	—	0.129	0.500	—
1230T	0.019	—	—	0.035	0.038	—	0.142	0.500	—
1240T	0.019	—	—	0.038	0.038	—	0.154	0.500	—
1250T	0.020	—	—	0.042	0.040	—	0.169	0.500	—
1260T	0.020	—	—	0.046	0.040	—	0.183	0.500	—

② Values may be combined for an installation or an operating condition.

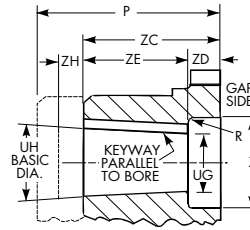
③ Operating offset limits between Type T50 floating shaft assembly is a function of 1/4" and distance between shaft ends.

NOTE: Dimensions subject to change. Certified dimensions of ordered material furnished on request.

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Engineering Data

Table 22 specifies the taper and counter bore limitations for the usual requirements. Refer applications for counter bore diameters or depths which exceed any of these limitations, and requirements for hubs longer than those listed, to Rexnord with full particulars for review.



Type T Hub or T31/T35 Shaft Hubs Only ①

Table 22 — Taper & Counter Bore Limitations ①

Size	Std Long Hub Length L & P Max ②	R	Z Max	UG Min	UH Max	ZD Max	Keyway ③
20/1020T	3.88	0.12	1.438	0.500	1.125	0.62	0.250 x 0.125
30/1030T	4.12	0.12	1.812	0.500	1.375	0.62	0.312 x 0.156
40/1040T	4.12	0.12	2.125	0.500	1.625	0.62	0.375 x 0.188
50/1050T	6.50	0.25	2.562	0.500	1.875	0.81	0.500 x 0.250
60/1060T	6.59	0.25	2.875	0.750	2.125	0.81	0.500 x 0.250
70/1070T	6.59	0.25	3.312	0.750	2.500	0.88	0.625 x 0.312
80/1080T	8.09	0.38	4.062	1.062	3.000	1.25	0.750 x 0.375
90/1090T	8.09	0.38	4.625	1.062	3.500	1.38	0.875 x 0.438
100/1100T	8.06	0.50	5.375	1.625	4.000	1.69	1.000 x 0.500
110/1110T	8.06	0.50	6.000	1.625	4.500	1.75	1.000 x 0.500
120/1120T	8.03	0.62	6.500	2.375	5.000	2.00	1.250 x 0.625
130/1130T	8.03	0.62	8.000	2.625	6.000	2.06	1.500 x 0.750
140/1140T	8.03	0.75	9.250	2.625	7.000	2.25	1.750 x 0.625
150/1150T	7.20	0.75	10.500	4.250	8.000	2.50	2.000 x 0.750
160/1160T	7.80	0.75	12.000	4.750	9.000	2.75	2.000 x 0.750
1170T	8.50	0.75	14.000	5.250	10.000	3.00	2.500 x 0.875

Table 23 — Type T Steelflex Coupling Puller Bolt Holes (in)

Size	T-Hub		Shaft Hub	
	B.C.	Tap Size – UNC	B.C. ④	Tap Size – UNC
1020T	1.531	#6-32 x 0.38	2.812	0.375-16 x ⑤
1030T	1.875	#6-32 x 0.38	3.125	0.375-16 x ⑤
1040T	2.125	#10-24 x 0.38	3.875	0.375-16 x ⑤
1050T	2.500	#10-24 x 0.38	4.250	0.375-16 x ⑤
1060T	2.875	0.250-20 x 0.38	4.938	0.375-16 x ⑤
1070T	3.312	0.250-20 x 0.38	5.250	0.375-16 x ⑤
1080T	3.937	0.250-20 x 0.38	4.062	0.375-16 x .50
1090T	4.562	0.3125-18 x 0.44	4.625	0.375-16 x 0.50
1100T	5.250	0.375-16 x 0.50	5.750	0.625-11 x 0.82
1110T	5.875	0.4375-14 x 0.62	6.562	0.625-11 x 0.82
1120T	6.625	0.4375-14 x 0.62	7.500	0.750-10 x 0.94
1130T	7.750	0.625-11 x 0.82	8.188	0.750-10 x 0.94
1140T	9.125	0.625-11 x 0.82	9.250	0.750-10 x 0.94
1150T	10.375	0.750-10 x 0.94	—	—
1160T	11.750	0.875-9 x 1.06	—	—
1170T	13.250	1.125-7 x 1.25	—	—
1180T	14.875	1.250-7 x 1.50	—	—
1190T	16.250	1.500-6 x 1.75	—	—
1200T	17.937	1.500-6 x 1.75	—	—
1210T	19.562	1.500-6 x 1.75	—	—
1220T	21.312	1.500-6 x 1.75	—	—
1230T	23.062	1.500-6 x 1.75	—	—
1240T	24.938	1.500-6 x 1.75	—	—
1250T	27.188	1.500-6 x 1.75	—	—
1260T	29.500	1.500-6 x 1.75	—	—

- ① Refer to Rexnord for other hubs.
- ② Standard long hub length available for Type T Hubs and flanged hubs; consult Factory for longer lengths.
- ③ Keyway shown is for maximum bore.
- ④ Locate puller bolt holes 90° from keyway except as noted by Footnote ⑤.
- ⑤ Drill and tap thru flange between existing holes. Relation to keyway may vary freely.
- ⑥ See **page 10** for General Information.
- ⑦ 1000T series information also applies to 10T series, e.g., 1020=20.
- ⑧ Also applies to hub Types T61, T63, T50 pilot hub and flanged hub of Types T50 & T70 couplings.
- ⑨ Interference fit is not recommended.

Table 24 — Type G Gear Coupling Rigid Hub Puller Bolt Holes (in)

Size ⑥	B.C. Rigid Hub	Tap Size UNC
1035G	7.180	0.500-13 x 0.62
1040G	8.260	0.625-11 x 0.75
1045G	9.180	0.625-11 x 0.75
1050G	10.200	0.750-10 x 0.88
1055G	11.280	0.750-10 x 0.88
1060G	12.460	0.750-10 x 0.88
1070G	14.500	1.000-8 x 1.18
1080G	15.750	1.000-8 x 1.18
1090G	18.000	1.250-7 x 1.50
1100G	18.562	1.500-6 x 1.75
1110G	20.500	1.500-6 x 1.75

Table 25 — Reduced Max Bores Interference Fit & Setscrew Over Keyway — All Type T Couplings

Size ⑦	T ⑧	T41 Hub	Shaft Hub for T31 & T35
1020T	1.000	⑨	1.250
1030T	1.250	⑨	1.500
1040T	1.375	1.250	2.000
1050T	1.750	1.500	2.125
1060T	1.875	1.750	2.750
1070T	2.250	2.125	2.875
1080T	2.750	2.375	3.250
1090T	3.250	2.875	3.750
1100T	3.500	3.250	4.500
1110T	4.000	3.750	5.000
1120T	4.500	4.250	6.000
1130T	5.500	5.000	6.500
1140T	6.500	5.875	7.500
1150T	7.000	6.500	8.750
1160T	8.000	7.500	9.750
1170T	9.000	8.875	11.000
1180T	9.750	9.750	11.750
1190T	10.750	10.750	13.000
1200T	11.750	11.750	13.500

NOTE: Dimensions subject to change. Certified dimensions of ordered material furnished on request.

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Engineering Data

Table 26 — Recommended Commercial Keys for Bores with One Key (in/mm)

Inches (Per ANSI B17.1 Standard)											
Shaft Dia		Key	Shaft Dia		Key	Shaft Dia		Key	Shaft Dia		Key
Over	Through		Over	Through		Over	Through		Over	Through	
0.438	0.562	0.125 x 0.125	1.750	2.250	0.500 x 0.500	4.500	5.500	1.250 x 1.250	11.000	13.000	3.000 x 2.000
0.562	0.875	0.188 x 0.188	2.250	2.750	0.625 x 0.625	5.500	6.500	1.500 x 1.500	13.000	15.000	3.500 x 2.500
0.875	1.250	0.250 x 0.250	2.750	3.250	0.750 x 0.750	6.500	7.500	1.750 x 1.500	15.000	18.000	4.000 x 3.000
1.250	1.375	0.312 x 0.312	3.250	3.750	0.875 x 0.875	7.500	9.000	2.000 x 1.500	18.000	20.000	5.000 x 3.500
1.375	1.750	0.375 x 0.375	3.750	4.500	1.000 x 1.000	9.000	11.000	2.500 x 1.750	—	—	—
Millimeters (Per ISO R73 Standard)											
6	8	2 x 2	38	44	12 x 8	95	110	28 x 16	260	290	63 x 32
8	10	3 x 3	44	50	14 x 9	110	130	32 x 18	290	330	70 x 36
10	12	4 x 4	50	58	16 x 10	130	150	36 x 20	330	380	80 x 40
12	17	5 x 5	58	65	18 x 11	150	170	40 x 22	380	440	90 x 45
17	22	6 x 6	65	75	20 x 12	170	200	45 x 25	440	500	100 x 50
22	30	8 x 7	75	85	22 x 14	200	230	50 x 28	—	—	—
30	38	10 x 8	85	95	25 x 14	230	260	56 x 32	—	—	—

Table 27 — Standard Bore Fits — Unless Otherwise Specified, Falk Coupling Hubs Will Be Bored with the Following Bore Fits:

Model	Coupling Size	Coupling Type	Bore Fit
Steelflex Grid Couplings	1020 - 1090	T10, T20, T31, T35, T41	Clearance
	1100 and Larger	All Types	Interference
	All Sizes	T50, T63, T70, T90	Interference

Table 28 — Recommended Bores for Steel Hubs (in)

Shaft Dia	Clearance Fit		Interference Fit		Shaft Dia	Clearance Fit		Interference Fit		Shaft Dia	Clearance Fit		Interference Fit		Shaft Dia	Interference Fit	
	Hub Bore	Clearance	Hub Bore	Interference		Hub Bore	Clearance	Hub Bore	Interference		Hub Bore	Clearance	Hub Bore	Interference			
+ .0000	+ .0010	.0000	+ .0005	.0000	+ .0000	+ .0015	.0000	+ .0010	.0000	+ .0000	+ .0015	.0000	+ .0015	.0010	+ .0000	+ .0015	.0015
- .0005	- .0000	.0015	- .0000	.0010	- .0010	- .0000	.0025	- .0000	.0020	- .0010	- .0000	.0025	- .0000	.0035	- .0010	- .0000	.0040
0.5000	0.5000		0.4990		2.2500	2.2500		2.2480		4.0625	4.0625		4.0590		6.7500	6.7460	↓
0.5625	0.5625		0.5615		3.3125	3.3125		3.3105		4.1250	4.1250		4.1215		7.0000	6.9960	↓
0.6250	0.6250		0.6240		2.3750	2.3750		2.3730		4.1875	4.1875		4.1840		+ .0000	+ .0020	.0020
0.6875	0.6875		0.6865		2.4375	2.4375		2.4355		4.2500	4.2500		4.2465		- .0010	- .0000	.0050
0.7500	0.7500		0.7490		2.5000	2.5000		2.4980		4.3125	4.3125		4.3090		7.250	7.2450	↓
0.8125	0.8125		0.8115		2.5625	2.5625		2.5605		4.3750	4.3750		4.3715		7.500	7.4950	↓
0.8750	0.8750		0.8740		2.6250	2.6250		2.6230		4.4375	4.4375		4.4340		7.750	7.7450	↓
0.9375	0.9375		0.9365		2.6875	2.6875		2.6855		4.5000	4.5000		4.4965		8.000	7.9950	↓
1.0000	1.0000		0.9990		2.7500	2.7500		2.7480		4.5625	4.5625		4.5590		8.250	8.2445	.0025
1.0625	1.0625		1.0615		2.8125	2.8125		2.8105		4.6250	4.6250		4.6215		8.500	8.4945	.0055
1.1250	1.1250		1.1240		2.8750	2.8750		2.8730		4.6875	4.6875		4.6840		8.750	8.7445	↓
1.1875	1.1875		1.1865		2.9375	2.9375		2.9355		4.7500	4.7500		4.7465		9.000	8.9945	↓
1.2500	1.2500		1.2490		3.0000	3.0000		2.9980		4.8125	4.8125		4.8090		9.250	9.2440	.0030
1.3125	1.3125		1.3115		+ .0000	+ .0015	.0000	+ .0010	.0005	4.8750	4.8750		4.8715		9.500	9.4940	.0060
1.3750	1.3750		1.3740		- .0010	- .0000	.0025	- .0000	.0025	4.9375	4.9375		4.9340		9.750	9.7440	↓
1.4375	1.4375		1.4365		3.0625	3.0625		3.0600		5.0000	5.0000		4.9965		10.000	9.9940	↓
1.5000	1.5000		1.4990		3.1250	3.1250		3.1225		5.0625	5.0625		5.0585	.0015	10.250	10.2435	.0035
+ .0000	+ .0010	.0000	+ .0005	.0000	3.1875	3.1875		3.1850		5.1250	5.1250		5.1210	.0040	10.500	10.4935	.0065
- .0010	- .0000	.0020	- .0000	.0015	3.2500	3.2500		3.2475		5.1875	5.1875		5.1835		10.750	10.7435	↓
1.5625	1.5625		1.5610		3.3125	3.3125		3.3100		5.2500	5.2500		5.2460		11.000	10.9935	↓
1.6250	1.6250		1.6235		3.3750	3.3750		3.3725		5.3125	5.3125		5.3085		11.250	11.2430	.0040
1.6875	1.6875		1.6860		3.4375	3.4375		3.4350		5.3750	5.3750		5.3710		11.500	11.4930	.0070
1.7500	1.7500		1.7485		3.5000	3.5000		3.4975		5.4375	5.4375		5.4335		11.750	11.7430	↓
1.8125	1.8125		1.8110		3.5625	3.5625		3.5600		5.5000	5.5000		5.4960		12.000	11.9930	↓
1.8750	1.8750		1.8735		3.6250	3.6250		3.6225		5.5625	5.5625		5.5585		12.500	12.4925	.0045
1.9375	1.9375		1.9360		3.6875	3.6875		3.6850		5.6250	5.6250		5.6210		13.000	12.9925	.0075
2.0000	2.0000		1.9985		3.7500	3.7500		3.7475		5.6875	5.6875		5.6835		13.500	13.4920	.0050
+ .0000	+ .0015	.0000	+ .0005	.0000	3.8125	3.8125		3.8100		5.7500	5.7500		5.7460		14.000	13.9920	.0080
- .0010	- .0000	.0025	- .0000	.0015	3.8750	3.8750		3.8725		5.8125	5.8125		5.8085		14.500	14.4915	.0055
2.0625	2.0625		2.0610		3.9375	3.9375		3.9350		5.8750	5.8750		5.8710		15.000	14.9915	.0085
2.1250	2.1250		2.1235		4.0000	4.0000		3.9975		5.9375	5.9375		5.9335		+ .0000	+ .0025	.0055
2.1875	2.1875		2.1860							6.0000	6.0000		5.9960		- .001	- .0000	.0090
										6.2500	6.2500		6.2460		15.500	15.4910	↓
										6.5000	6.5000		6.4960		16.000	15.9910	↓
															16.500	16.4905	.0060
															17.000	16.9905	.0095
															17.500	17.4895	.0070
															18.000	17.9895	.0105
															18.500	18.4890	.0075
															19.000	18.9890	.0110
															19.500	19.4880	.0085
															20.000	19.9880	.0120
															①		

① For shaft diameters larger than 20.000", use an average interference fit of 0.0005" per inch of shaft diameter within the following bore tolerances:

+ .003, - .000 for over 20 to 30 dia. incl.

+ .004, - .000 for over 30 to 40 dia. incl.

Tolerances and fits comply with, or are within, AGMA 9002 standard (Class 1 clearance fit).



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Why Choose Rexnord?

When it comes to providing highly engineered products that improve productivity and efficiency for industrial applications worldwide, Rexnord is the most reliable in the industry. Commitment to customer satisfaction and superior value extend across every business function.

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The Rexnord Process and Motion Control platform designs, manufactures, markets and services specified, highly engineered mechanical components used within complex systems where our customers' reliability requirements and the cost of failure or downtime are extremely high.

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The Rexnord Water Management platform designs, procures, manufactures and markets products that provide and enhance water quality, safety, flow control and conservation.

REXNORD

Rex **FALK** **Link-Belt** **marbett** **MCC** **BERG** **highfield** **Stearns**

PAINTING INSTRUCTIONS

 PATTERSON PUMP COMPANY PO BOX 790 9201 AYERSVILLE ROAD TOCCOA, GEORGIA 30577	ORDER FIRST USED ON: Standard Pumps		PI-619-7
	ISSUED BY: AP	DATE: 4/07/04	
All surfaces to be painted except bronze, copper, aluminum, stainless steel, and machined surfaces. All surfaces to be painted are to be cleaned of rust and scale by shot blasting to a near white finish. Fill all pits and dents, solvent clean, then paint pump interior and exterior as follows: <u>INTERIOR:</u> No Paint <u>PUMP EXTERIOR, BASE & MOTOR:</u> 2 Coats - Standard Grey Enamel Self-Priming Total 3 - 4 mils min. (74100457-0825) All machined surfaces to be coated with a suitable rust preventing compound.			

ECR# 40348 6/26/17

Form A04.9 9/28/95



TECHNICAL DATA SHEET

EN 145 GRAY ACRYLIC ENAMEL

QC.SA081146

(REV. NEW 06/25/2012)

DESCRIPTION

QC.SA081146 is a one component fast air dry enamel for use over properly prepared metal substrates.

ADVANTAGES

Very good humidity resistance

Very good adhesion

Fast dry

Good corrosion resistance

Very good weatherability

HANDLING PRECAUTIONS

Refer to the Material Safety Data Sheet

STORAGE LIFE

Six (6) Months in original sealed container at
ambient temperatures

CHARACTERISTICS

Gloss: FULL 80°+ @ 60° meter

Weight per gallon: 8.57 lbs +/- 0.2

Volume Solids: 46% +/- 2%

Weight Solids: 52% +/- 2%

Viscosity: 16-20" #3 Zahn EZ Cup

V.O.C. 3.5 lb/gal

APPLICATION DATA:

MIXING: Stir thoroughly before and occasionally during use.

THINNING: Supplied ready to spray, however thinning up to 10% with Xylene or other aromatic solvents is acceptable.

POT LIFE: N/A

APPLICATION EQUIPMENT: Airless, Conventional or HVLP spray

DRYING TIME: (77°F 50% R.H.)

To Touch: 15 minutes

Tack Free: 30 minutes

To Handle: 60 minutes

Dry: 24 hours

Note: After 48 hours material should be mechanically abraded before topcoating or recoating.

RECOMMENDED FILM BUILD:

Wet: 4.0-5.0 mils

Dry: 1.2-2.0 mils

SPREADING RATE: 734 sq. ft. at 1.0 mil dry film per U.S. gallon Coverage figures do not include losses due to mixing, transfer or application of coating.

DATA SHEET

Three Phase Induction Motor - Squirrel Cage



Customer :				
Product line		: W22 NEMA Premium Efficiency Three-Phase		Product code : 11356111 Catalog # : 15036ET3G445TS-W22
Frame : 444/5TS Output : 150 HP (110 kW) Poles : 2 Frequency : 60 Hz Rated voltage : 460 V Rated current : 163 A L. R. Amperes : 1060 A LRC : 6.5x(Code G) No load current : 41.0 A Rated speed : 3570 rpm Slip : 0.83 % Rated torque : 218 ft.lb Locked rotor torque : 180 % Breakdown torque : 240 % Insulation class : F Service factor : 1.15 Moment of inertia (J) : 39.1 sq.ft.lb Design : B		Locked rotor time : 39s (cold) 22s (hot) Temperature rise : 80 K Duty cycle : Cont.(S1) Ambient temperature : -20°C to +40°C Altitude : 1000 m.a.s.l. Protection degree : IP55 Cooling method : IC411 - TEFC Mounting : F-1 Rotation ¹ : Both (CW and CCW) Noise level ² : 81.0 dB(A) Starting method : Direct On Line Approx. weight ³ : 1751 lb		
Output	25%	50%	75%	100%
Efficiency (%)	94.0	94.1	95.0	95.0
Power Factor	0.60	0.83	0.88	0.89
Foundation loads		Max. traction : 753 lb Max. compression : 2504 lb		
		Drive end	Non drive end	
Bearing type	:	6314 C3	6314 C3	
Sealing	:	WSeal	WSeal	
Lubrication interval	:	4000 h	4000 h	
Lubricant amount	:	27 g	27 g	
Lubricant type	:	Mobil Polyrex EM		
Notes				
This revision replaces and cancel the previous one, which must be eliminated. (1) Looking the motor from the shaft end. (2) Measured at 1m and with tolerance of +3dB(A). (3) Approximate weight subject to changes after manufacturing process. (4) At 100% of full load.			These are average values based on tests with sinusoidal power supply, subject to the tolerances stipulated in NEMA MG-1.	
Rev.	Changes Summary		Performed	Checked
Performed by				
Checked by			Page	Revision
Date	02/07/2019		1 / 5	

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TORQUE AND CURRENT VS SPEED CURVE

Three Phase Induction Motor - Squirrel Cage

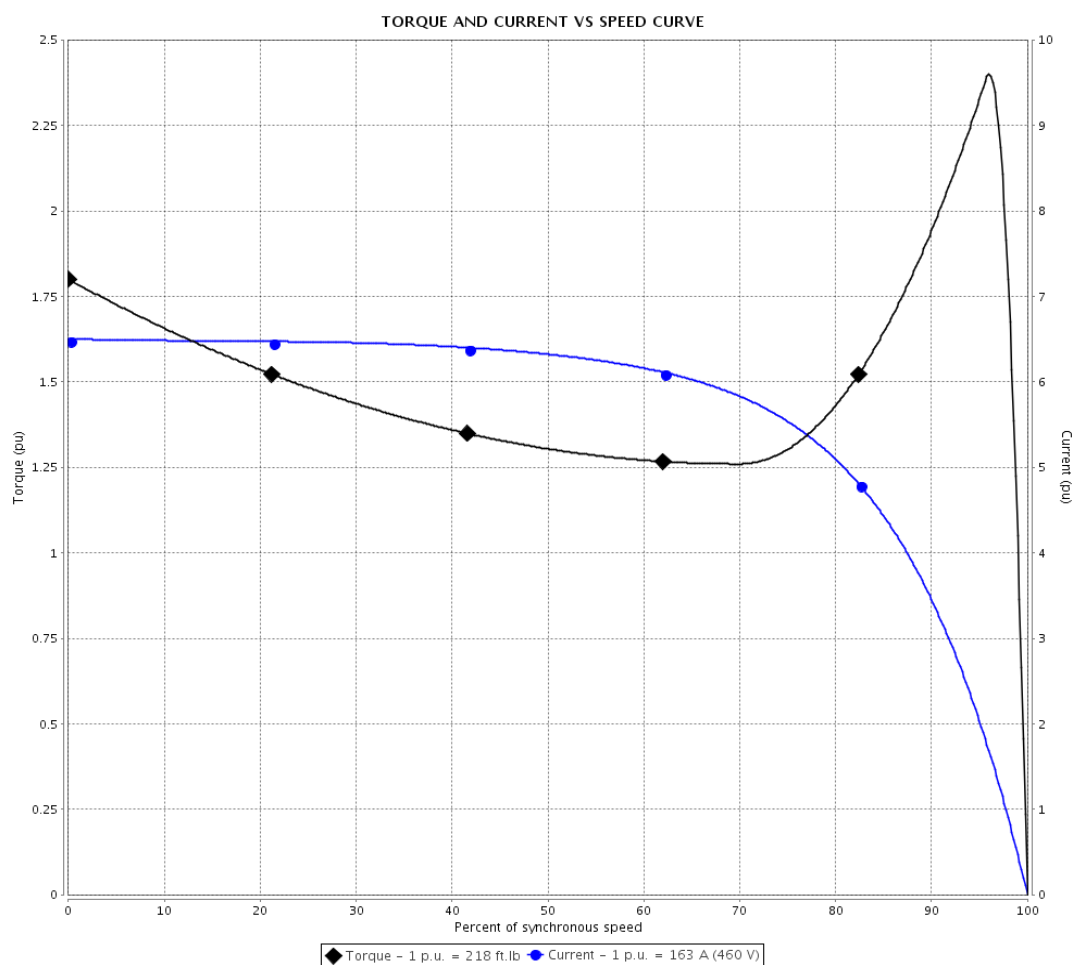


Customer :

Product line : W22 NEMA Premium Efficiency
Three-Phase

Product code : 11356111

Catalog # : 15036ET3G445TS-W22



Performance : 460 V 60 Hz 2P

Rated current	: 163 A	Moment of inertia (J)	: 39.1 sq.ft.lb
LRC	: 6.5	Duty cycle	: Cont.(S1)
Rated torque	: 218 ft.lb	Insulation class	: F
Locked rotor torque	: 180 %	Service factor	: 1.15
Breakdown torque	: 240 %	Temperature rise	: 80 K
Rated speed	: 3570 rpm	Design	: B

Locked rotor time : 39s (cold) 22s (hot)

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LOAD PERFORMANCE CURVE

Three Phase Induction Motor - Squirrel Cage

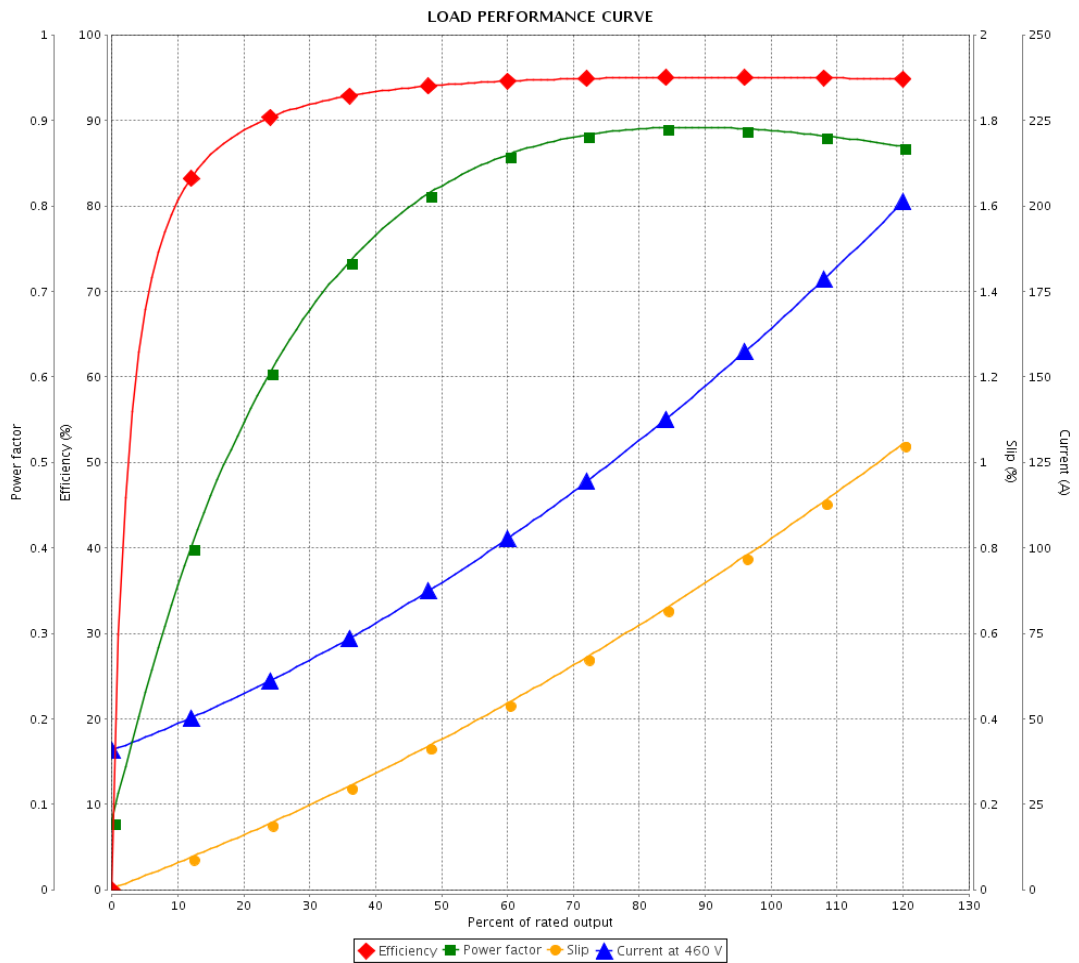


Customer : _____

Product line : W22 NEMA Premium Efficiency
Three-Phase

Product code : 11356111

Catalog # : 15036ET3G445TS-W22



Performance : 460 V 60 Hz 2P

Rated current : 163 A
LRC : 6.5
Rated torque : 218 ft.lb
Locked rotor torque : 180 %
Breakdown torque : 240 %
Rated speed : 3570 rpm

Moment of inertia (J) : 39.1 sq.ft.lb
Duty cycle : Cont.(S1)
Insulation class : F
Service factor : 1.15
Temperature rise : 80 K
Design : B

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THERMAL LIMIT CURVE

Three Phase Induction Motor - Squirrel Cage



Customer : _____

Product line : W22 NEMA Premium Efficiency
Three-Phase

Product code : 11356111

Catalog # : 15036ET3G445TS-W22

Performance : 460 V 60 Hz 2P

Rated current : 163 A
LRC : 6.5
Rated torque : 218 ft.lb
Locked rotor torque : 180 %
Breakdown torque : 240 %
Rated speed : 3570 rpm

Moment of inertia (J) : 39.1 sq.ft.lb
Duty cycle : Cont.(S1)
Insulation class : F
Service factor : 1.15
Temperature rise : 80 K
Design : B

Heating constant

Cooling constant

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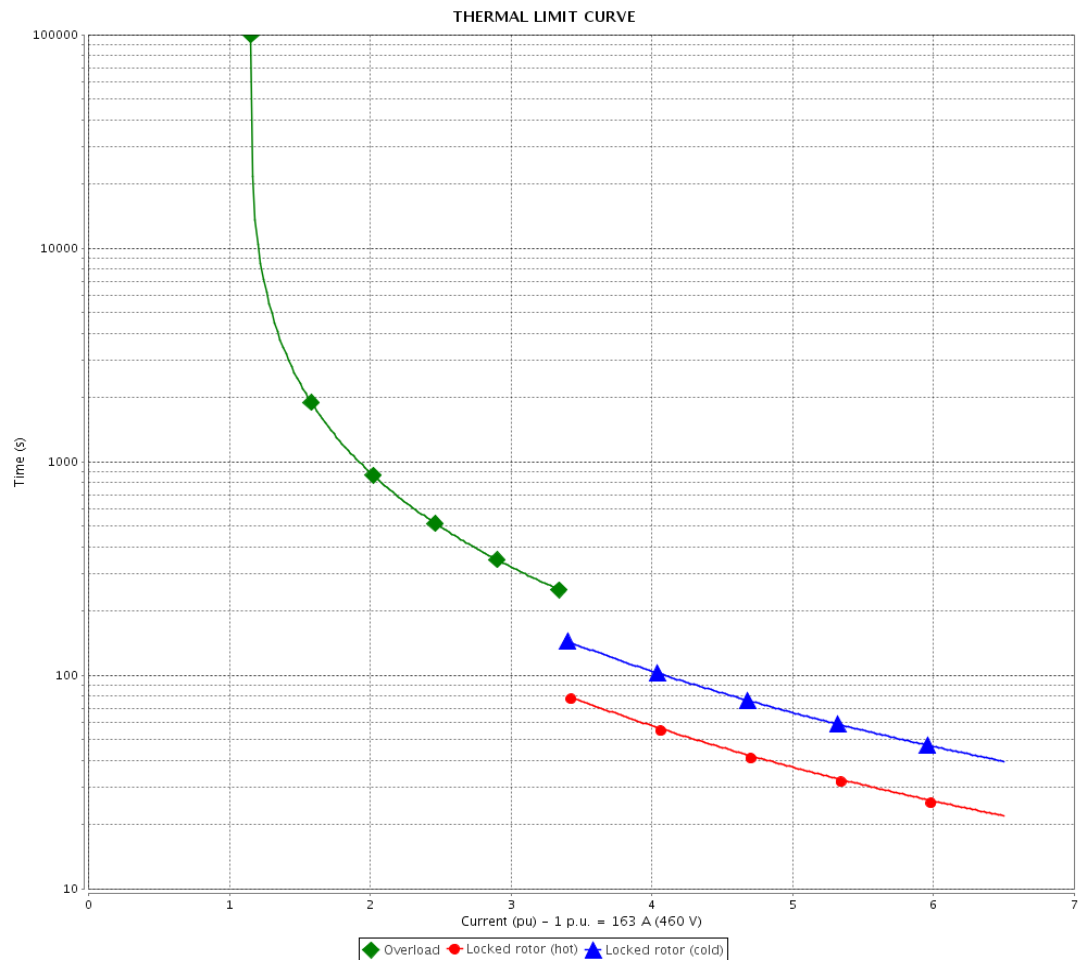
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THERMAL LIMIT CURVE

Three Phase Induction Motor - Squirrel Cage

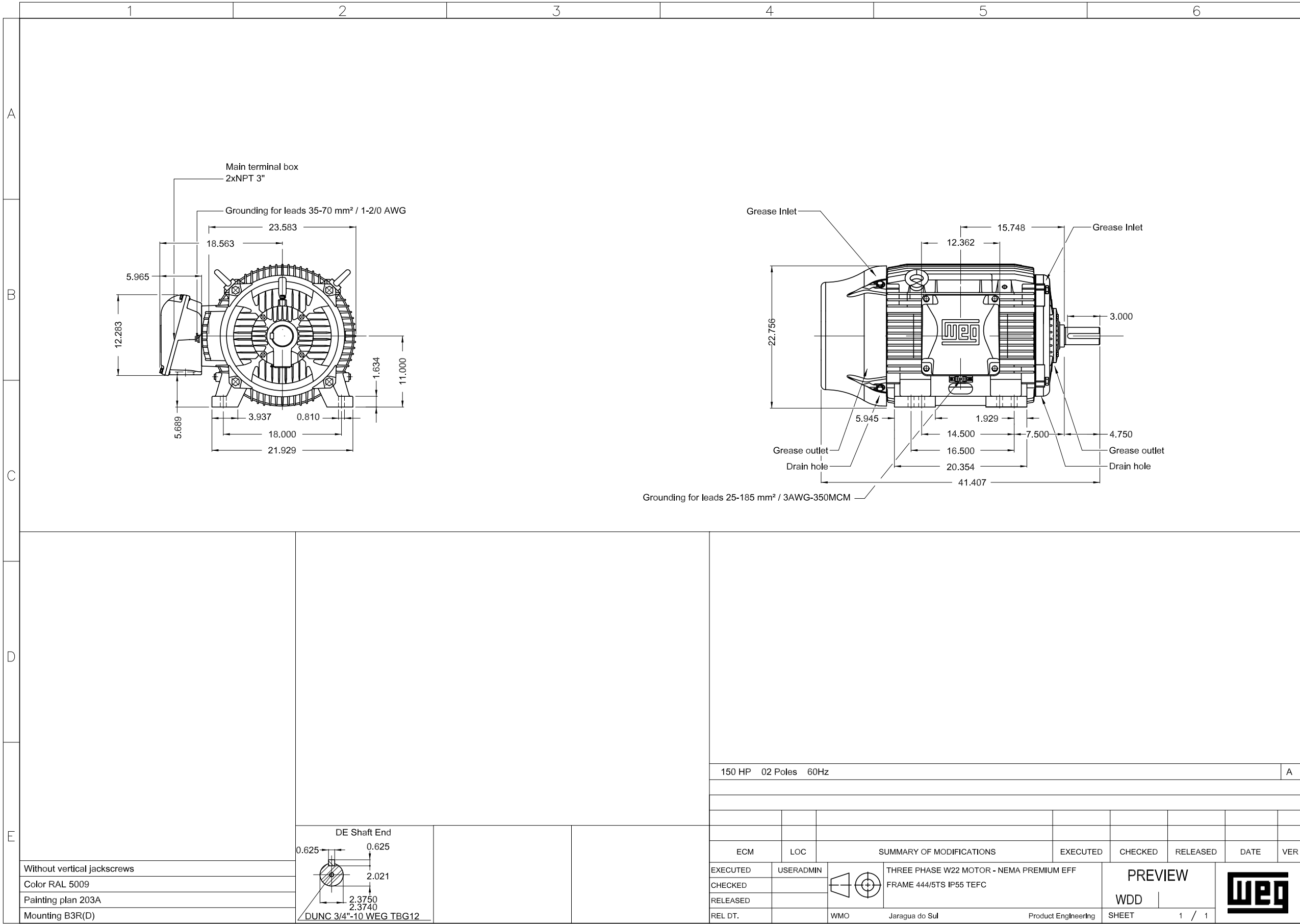


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Dimensions in inches

XME A3



INSTALLATION, OPERATION AND MAINTENANCE MANUAL OF ELECTRIC MOTORS

This manual provides information about WEG induction motors fitted with squirrel cage, permanent magnet or hybrid rotors, low, medium and high voltage, in frame sizes IEC 56 to 630 and NEMA 42 to 9606/10.

The motor lines indicated below have additional information that can be checked in their respective manuals:

- Smoke Extraction Motors;
- Electromagnetic Brake Motors;
- Hazardous Area Motors.

These motors meet the following standards, if applicable:

- NBR 17094-1: Máquinas Elétricas Girantes - Motores de Indução - Parte 1: trifásicos.
- NBR 17094-2: Máquinas Elétricas Girantes - Motores de Indução - Parte 2: monofásicos.
- IEC 60034-1: Rotating Electrical Machines - Part 1: Rating and Performance.
- NEMA MG 1: Motors and Generators.
- CSA C 22.2 N°100: Motors and Generators.
- UL 1004-1: Rotating Electrical Machines - General Requirements.

If you have any questions regarding this manual please contact your local WEG branch, contact details can be found at www.weg.net.



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1. TERMINOLOGY

Balancing: the procedure by which the mass distribution of a rotor is checked and, if necessary, adjusted to ensure that the residual unbalance or the vibration of the journals and/or forces on the bearings at a frequency corresponding to service speed are within specified limits in International Standards.

[ISO 1925:2001, definition 4.1]

Balance quality grade: indicates the peak velocity amplitude of vibration, given in mm/s, of a rotor running free-in-space and it is the product of a specific unbalance and the angular velocity of the rotor at maximum operating speed.

Grounded Part: metallic part connected to the grounding system.

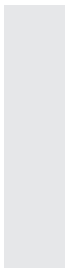
Live Part: conductor or conductive part intended to be energized in normal operation, including a neutral conductor.

Authorized personnel: employee who has formal approval of the company.

Qualified personnel: employee who meets the following conditions simultaneously:

- Receives training under the guidance and responsibility of a qualified and authorized professional;
- Works under the responsibility of a qualified and approved professional.

Note: The qualification is only valid for the company that trained the employee in the conditions set out by the authorized and qualified professional responsible for training.



2. INITIAL RECOMMENDATIONS



Electric motors have energized circuits, exposed rotating parts and hot surfaces that may cause serious injury to people during normal operation. Therefore, it is recommended that transportation, storage, installation, operation and maintenance services are always performed by qualified personnel.

Also the applicable procedures and relevant standards of the country where the machine will be installed must be considered.

Noncompliance with the recommended procedures in this manual and other references on the WEG website may cause severe personal injuries and/or substantial property damage and may void the product warranty.

For practical reasons, it is not possible to include in this Manual detailed information that covers all construction variables nor covering all possible assembly, operation or maintenance alternatives.

This Manual contains only the required information that allows qualified and trained personnel to carry out their services. The product images are shown for illustrative purpose only.

For *Smoke Extraction Motors*, please refer to the additional instruction manual 50026367 available on the website www.weg.net.

For brake motors, please refer to the information contained in WEG 50021973 brake motor manual available on the website www.weg.net.

For information about permissible radial and axial shaft loads, please check the product technical catalogue.



The user is responsible for the correct definition of the installation environment and application characteristics.



During the warranty period, all repair, overhaul and reclamation services must be carried out by WEG authorized Service Centers to maintain validity of the warranty.

2.1. WARNING SYMBOL



Warning about safety and warranty.

2.2. RECEIVING INSPECTION

All motors are tested during the manufacturing process.

The motor must be checked when received for any damage that may have occurred during the transportation.

All damages must be reported in writing to the transportation company, to the insurance company and to WEG. Failure to comply with such procedures will void the product warranty.

You must inspect the product:

- Check if nameplate data complies with the purchase order;
- Remove the shaft locking device (if any) and rotate the shaft by hand to ensure that it rotates freely;
- Check that the motor has not been exposed to excessive dust and moisture during the transportation.

Do not remove the protective grease from the shaft, or the plugs from the cable entries. These protections must remain in place until the installation has been completed.

2.3. NAMEPLATES

The nameplate contains information that describes the construction characteristics and the performance of the motor. Figure 2.1 and Figure 2.2 show nameplate layout examples.

MADE IN BRAZIL		W22 Premium									
2	3	kW(HP-cv)		11 (15)		CARG. FRAME	132M/L		MOTOR INDUCAO - GAIOLA INDUCT. MOTOR-SQUIRREL CAGE		
V	220/380		Hz	60	FS	1.25		A/N	37.6/21.8		
RPM	1760		AMB.	40°C	ISO INSL	F		ΔT	80 K	I.F.S. S.F.A.	47/27.3 A
CAT DES	N		IP55	REG DUTY	S1		Alt.	1000		m.a.n.m. m.a.s.l.	
220 V		W2	U2	V2	W2	U2	V2	86 Kg			
Δ L1		U1	V1	W1	U1	V1	W1	→6308-ZZ			
L2					L2			→6207-ZZ			
L3					L3			MOBIL POLYREX EM			
380 V		Y L1	U1	V1	W1	U1	V1				
		L2			L2						
		L3			L3						

11407808



RENDIMENTO E FATOR DE POTENCIA
APROVADO PELA IEC 60034-1

W22 - 17094-1



www.weg.net

MADE IN BRAZIL 12714027		HGF		NBR-17094-1	
	~ 3 kW(HP-cv)	370(500)	CARC. FRAME	315C/D/E	
	MOTOR INDUCAO - GAIOLA INDUCT. MOTOR-SQUIRREL CAGE		FS SF	1.00 Hz 60	
	V	380	A	680	
	RPM min-1	1784	A/N P/N	6.8 F.P. P.F.	0.86
	REG DUTY	S1	REND(%)	96.1	AMB. 40°C
	ISOL INSL	F Δt 80 K	CAT DES	N	I.F.S. S.F.A.
	IP55	Alt 1000	m.a.n.m. m.a.s.l.	2161 kg	
			 → 6320-C3(51g) MOBIL POLYREX EM → 6316-C3(34g) 4500 h		

12309946		HGF			VDE 0530 IEC 60034
	~ 3 kW	560	FRAME	355C/D/E	
	V	460	Hz	60	
	A	841	SF	1.00	
	min-1	1783	P.F.	0.87	
	DUTY	S1	AMB.	40°C	
	INS. CL.	F Δt 80 K		IP55	
	Alt	1000 m.a.s.l.	WEIGHT	3114 kg	
			 Y-ONLY START / SOMENTE PARTIDA → 6322-C3(60g) MOBIL POLYREX EM → 6319-C3(45g) 4500 h		

MADE IN BRAZIL 11437961		W22		Inverter Duty Motor Severe Duty					
	MODEL:01018ET3E215T-W22								
	PH 3	HP(kW)	10(7.5)	FRAME	213/5T	RPM	1760		
	V	208-230/460	Hz	60	SF	1.25	NEMA NOM. EFF.	91.7 %	
	A	24.8/12.4	INS. CL.	F Δt 80 K	P.F.	0.83	DUTY	CONT.	
	SFA	31/15.5	AI ENCL.	TEFC	IP55	AMB.	40°C	ALT.	1000 m.a.s.l.
	50Hz	1 OHP	380V	15.0A	1445RPM	SF	1.0	CODE	H DES B
	RUN CONNECTION		 		 → 6207-ZZ MOBIL POLYREX EM MOD.TE18FOXON 182Lbs				
	USABLE AT 208V 27.4A FOR USE ON VPWM VFD 1000:1VT, 20:1CT, 1.0SF.T3.								
	Class I, Div. 2, Gr. A, B, C & D - T3 Class I, Zone 2, IIC - T3 Class II, Div. 2, Gr. F and G - T4								

Figure 2.1 - IEC motor nameplate

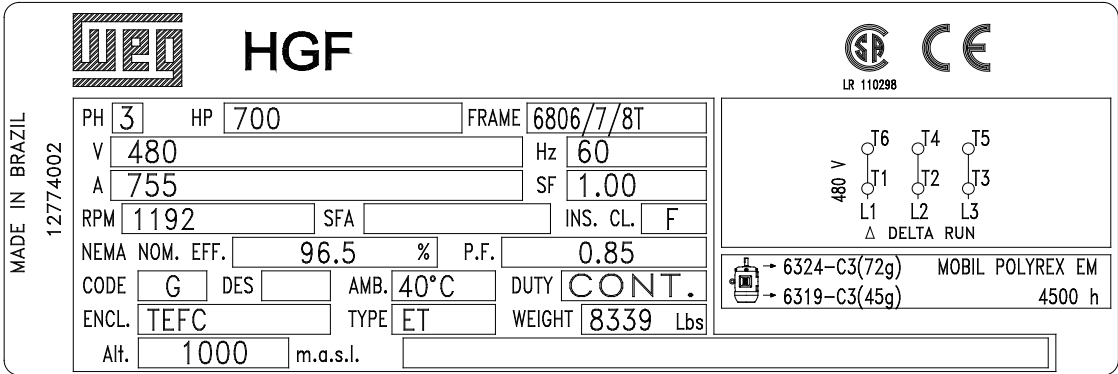
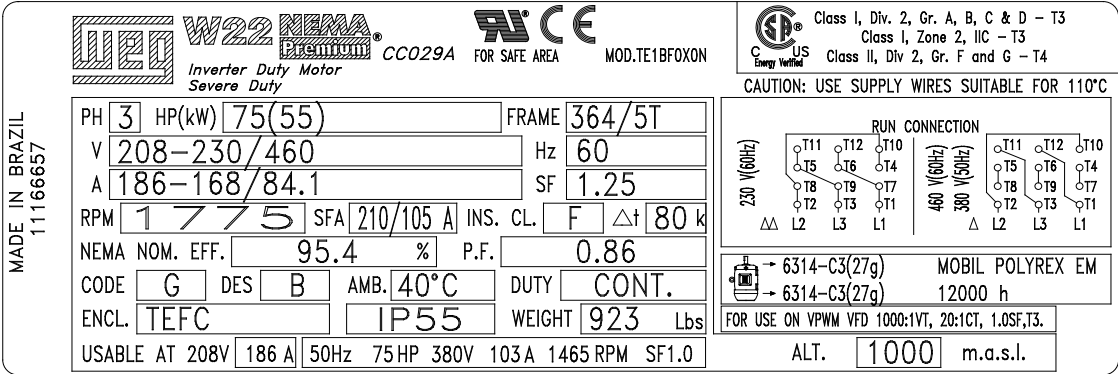


Figure 2.2 - NEMA motor nameplate



3. SAFETY INSTRUCTIONS



The motor must be disconnected from the power supply and be completely stopped before conducting any installation or maintenance procedures. Additional measures should be taken to avoid accidental motor starting.



Professionals working with electrical installations, either in the assembly, operation or maintenance, should use proper tools and be instructed on the application of standards and safety requirements, including the use of Personal Protective Equipment (PPE) that must be carefully observed in order to reduce risk of personal injury during these services.



Electric motors have energized circuits, exposed rotating parts and hot surfaces that may cause serious injury to people during normal operation. It is recommended that transportation, storage, installation, operation and maintenance services are always performed by qualified personnel.

Always follow the safety, installation, maintenance and inspection instructions in accordance with the applicable standards in each country.

4. HANDLING AND TRANSPORT

Individually packaged motors should never be lifted by the shaft or by the packaging. They must be lifted only by means of the eyebolts, when supplied. Use always suitable lifting devices to lift the motor. Eyebolts on the frame are designed for lifting the machine weight only as indicated on the motor nameplate. Motors supplied on pallets must be lifted by the pallet base with lifting devices fully supporting the motor weight.

The package should never be dropped. Handle it carefully to avoid bearing damage.



Eybolls provided on the frame are designed for lifting the machine only. Do not use these eyebolls for lifting the motor with coupled equipment such as bases, pulleys, pumps, reducers, etc..

Never use damaged, bent or cracked eyebolls. Always check the eyebolt condition before lifting the motor.

Eybolls mounted on components, such as on end shields, forced ventilation kits, etc. must be used for lifting these components only. Do not use them for lifting the complete machine set.

Handle the motor carefully without sudden impacts to avoid bearing damage and prevent excessive mechanical stresses on the eyebolls resulting in its rupture.



To move or transport motors with cylindrical roller bearings or angular contact ball bearings, use always the shaft locking device provided with the motor.

All HGF motors, regardless of bearing type, must be transported with shaft locking device fitted.

Vertical mounted motors with oil-lubricated bearings must be transported in the vertical position. If necessary to move or transport the motor in the horizontal position, install the shaft locking device on both sides (drive end and non-drive end) of the motor.

4.1. LIFTING



Before lifting the motor ensure that all eyebolls are tightened properly and the eyebolt shoulders are in contact with the base to be lifted, as shown in Figure 4.1. Figure 4.2 shows an incorrect tightening of the eyebolt.

Ensure that lifting machine has the required lifting capacity for the weight indicated on the motor nameplate.



Figure 4.1 - Correct tightening of the eyebolt



Figure 4.2 - Incorrect tightening of the eyebolt



The center-of-gravity may change depending on motor design and accessories. During the lifting procedures the maximum allowed angle of inclination should never be exceeded as specified below.

4.1.1. Horizontal motors with one eyebolt

For horizontal motors fitted with only one eyebolt, the maximum allowed angle-of-inclination during the lifting process should not exceed 30° in relation to the vertical axis, as shown in Figure 4.3.

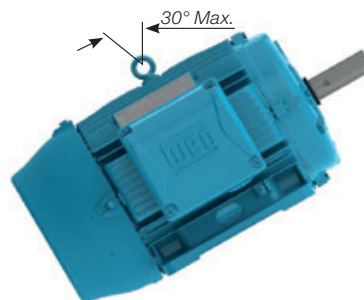


Figure 4.3 - Maximum allowed angle-of-inclination for motor with one eyebolt

4.1.2. Horizontal motor with two eyebolts

When motors are fitted with two or more eyebolts, all supplied eyebolts must be used simultaneously for the lifting procedure.

There are two possible eyebolt arrangements (vertical and inclined), as shown below:

- For motors with vertical lifting eyebolts, as shown in Figure 4.4, the maximum allowed lifting angle should not exceed 45° in relation to the vertical axis. We recommend to use a spreader beam for maintaining the lifting elements (chain or rope) in vertical position and thus preventing damage to the motor surface;



Figure 4.4 - Maximum resulting angle for motors with two or more lifting eyebolts

- For HGF, W40 and W50 motors, as shown in Figure 4.5, the maximum resulting angle should not exceed 30° in relation to the vertical axis;

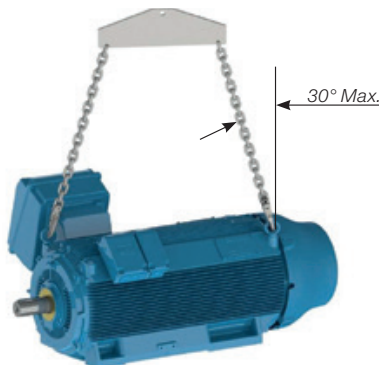


Figure 4.5 - Maximum resulting angle for horizontal HGF, W40 and W50 motors

- For motors fitted with inclined eyebolts, as shown in Figure 4.6, the use of a spreader beam is required for maintaining the lifting elements (chain or rope) in vertical position and thus preventing damage to the motor surface.



Figure 4.6 - Use of a spreader beam for lifting

4.1.3. Vertical motors

For vertical mounted motors, as shown in Figure 4.7, the use of a spreader beam is required for maintaining the lifting element (chain or rope) in vertical position and thus preventing damage to the motor surface.



Figure 4.7 - Lifting of vertical mounted motors



Always use the eyebolts mounted on the top side of the motor, diametrically opposite, considering the mounting position. See Figure 4.8.



Figure 4.8 - Lifting of HGF and W50 motors.

4.1.3.1. Procedures to place W22 motors in the vertical position

For safety reasons during the transport, vertical mounted Motors are usually packed and supplied in horizontal position.

To place W22 motors fitted with eyebolts (see Figure 4.6), to the vertical position, proceed as follows:

1. Ensure that the eyebolts are tightened properly, as shown in Figure 4.1;
2. Remove the motor from the packaging, using the top mounted eyebolts, as shown in Figure 4.9;



Figure 4.9 - Removing the motor from the packaging

3. Install a second pair of eyebolts, as shown in Figure 4.10;



Figure 4.10 - Installation of the second pair of eyebolts

4. Reduce the load on the first pair of eyebolts to start the motor rotation, as shown in Figure 4.11. This procedure must be carried out slowly and carefully.



Figure 4.11 - End result: motor placed in vertical position

These procedures will help you to move motors designed for vertical mounting. These procedures are also used to place the motor from the horizontal position into the vertical position and vertical to horizontal.

4.1.3.2. Procedures to place HGF and W50 motors in the vertical position

HGF motors are fitted with eight lifting points: four at drive end and four at non-drive end. W50 motors are fitted with nine lifting points: four at drive end, one in the central part and four at non-drive end. The motors are usually transported in horizontal position, however for the installation they must be placed in the vertical position.

To place an these motors in the vertical position, proceed as follows:

1. Lift the motor by using the four lateral eyebolts and two hoists, see Figure 4.12;



Figure 4.12 - Lifting of HGF and W50 motors with two hoists

2. Lower the hoist fixed to motor drive end while lifting the hoist fixed to motor non-drive end until the motor reaches its equilibrium, see Figure 4.13;



Figure 4.13 - Placing HGF and W50 motors in vertical position

3. Remove the hoist hooks from the drive end eyebolts and rotate the motor 180° to fix the removed hooks into the two eyebolts at the motor non-drive end, see Figure 4.14;



Figure 4.14 - Lifting HGF and W50 motors by the eyebolts at the non-drive end

4. Fix the removed hoist hooks in the other two eyebolts at the non-drive end and lift the motor until the vertical position is reached, see Figure 4.15.



Figure 4.15 - HGF and W50 motors in the vertical position

These procedures will help you to move motors designed for vertical mounting. These procedures are also used to place the motor from the horizontal position into the vertical position and vertical to horizontal.

4.2 Procedures to place W22 vertical mount motors in horizontal position

To place W22 vertical mount motor in horizontal position, proceed as follows:

1. Ensure that all eyebolts are tightened properly, as shown in Figure 4.1;
2. Install the first pair of eyebolts and lift the motor as shown in Figure 4.16;



Figure 4.16 - Install the first pair of eyebolts

3. Install the second pair of eyebolts, as shown in Figure 4.17;



Figure 4.17 - Install the second pair of eyebolts

4. Reduce the load on the first pair of eyebolts for rotating the motor, as shown in Figure 4.18. This procedure must be carried out slowly and carefully;



Figure 4.18 - Motor is being rotated to horizontal position

5. Remove the first pair of eyebolts, as shown in Figure 4.19.



Figure 4.19 - Final result: motor placed in horizontal position

5. STORAGE

If the motor is not installed immediately, it must be stored in a dry and clean environment, with relative humidity not exceeding 60%, with an ambient temperature between 5 °C and 40 °C, without sudden temperature changes, free of dust, vibrations, gases or corrosive agents. The motor must be stored in horizontal position, unless specifically designed for vertical operation, without placing objects on it. Do not remove the protection grease from shaft end to prevent rust.

If the motor are fitted with space heaters, they must always be turned on during the storage period or when the installed motor is out of operation. Space heaters will prevent water condensation inside the motor and keep the winding insulation resistance within acceptable levels. Store the motor in such position that the condensed water can be easily drained. If fitted, remove pulleys or couplings from the shaft end (more information are given on item 6).



The space heaters should never be energized when the motor is in operation.

5.1. EXPOSED MACHINED SURFACES

All exposed machined surfaces (like shaft end and flange) are factory-protected with temporary rust inhibitor. A protective film must be reapplied periodically (at least every six months), or when it has been removed and/or damaged.

5.2. STORAGE

The stacking height of the motor packaging during the storage period should not exceed 5 m, always considering the criteria indicated in Table 5.1:

Table 5.1 - Max. recommended stacking height

Packaging type	Frame sizes	Maximum stacking quantity
Cardboard box	IEC 63 to 132 NEMA 143 to 215	Indicated on the top side of the cardboard box
Wood crate	IEC 63 to 315 NEMA 48 to 504/5	06
	IEC 355 NEMA 586/7 and 588/9	03
	W40 / W50 / HGF IEC 315 to 630 W40 / W50 / HGF NEMA 5000 to 9600	Indicated on the packaging

Notes:

- 1) Never stack larger packaging onto smaller packaging;
- 2) Align the packaging correctly (see Figure 5.1 and Figure 5.2);

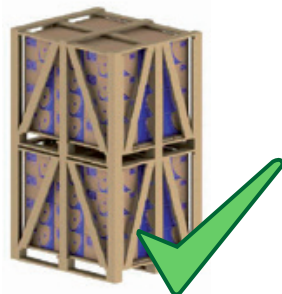


Figure 5.1 - Correct stacking

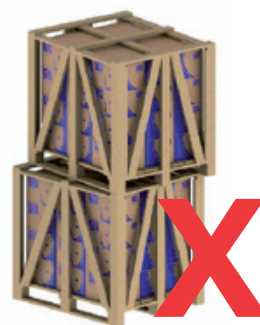


Figure 5.2 - Incorrect stacking

3) The feet of the crates above should always be supported by suitable wood battens (Figure 5.3) and never stand on the steel tape or without support (Figure 5.4);



Figure 5.3 - Correct stacking



Figure 5.4 - Incorrect stacking

4) When stacking smaller crates onto longer crates, always ensure that suitable wooden supports are provided to withstand the weight (see Figure 5.5). This condition usually occurs with motor packaging above IEC 225S/M (NEMA 364/5T) frame sizes.

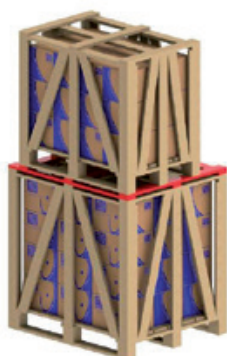


Figure 5.5 - Use of additional battens for stacking

5.3 BEARINGS

5.3.1 Grease lubricated bearings

We recommend rotating the motor shaft at least once a month (by hand, at least five revolutions, stopping the shaft at a different position from the original one). If the motor is fitted with shaft locking device, remove it before rotating the shaft and install it again before performing any handling procedure. Vertical motors may be stored in the vertical or in horizontal position. If motors with open bearings are stored longer than six months, the bearings must be relubricated according to item 8.2 before commissioning of the motor.

If the motor is stored for longer than 2 years, the bearings must be replaced or removed, washed, inspected and relubricated according to item 8.2.

5.3.2 Oil lubricated bearings

The motor must be stored in its original operating position and with oil in the bearings. Correct oil level must be ensured. It should be in the center of the sight glass.

During the storage period, remove the shaft locking device and rotate the shaft by hand every month, at least five revolutions, thus achieving an even oil distribution inside the bearing and maintaining the bearing in good operating conditions. Reinstall the shaft locking device every time the motor has to be moved.

If the motor is stored for a period equal or longer than the oil change interval, the oil must be replaced according to Item 8.2, before starting the operation. If the motor is stored for a period of over two years, the bearings must be replaced or removed, washed according to manufacturer instructions, checked and relubricated according to Item 8.2. The oil of vertical mounted motors is removed to prevent oils leaks during the transport. After receiving the motor the bearings must be lubricated.

5.3.3 Oil Mist lubricated bearings

The motor must be stored in horizontal position. Lubricate the bearings with ISO VG 68 mineral oil in the amount indicated in the Table 5.2 (this is also valid for bearings with equivalent dimensions). After filling with oil, rotate the shaft by hand, at least five revolutions)

During the storage period, remove the shaft locking device (if any) and rotate the shaft by hand every week, at least five revolutions, stopping it at a different position from the original one. Reinstall the shaft locking device every time the motor has to be moved. If the motor is stored for a period of over two years, the bearings must be replaced or removed, washed according to manufacturer instructions, checked and relubricated according to item 8.2.

Table 5.2 - Amount of oil per bearing

Bearing size	Amount of oil (ml)	Bearing size	Amount of oil (ml)
6201	15	6309	65
6202	15	6311	90
6203	15	6312	105
6204	25	6314	150
6205	25	6315	200
6206	35	6316	250
6207	35	6317	300
6208	40	6319	350
6209	40	6320	400
6211	45	6322	550
6212	50	6324	600
6307	45	6326	650
6308	55	6328	700

The oil must always be removed when the motor has to be handled. If the oil mist system is not operating after installation, fill the bearings with oil to prevent bearing rusting. During the storage period, rotate the shaft by hand, at least five revolutions, stopping it at a different position from the original one. Before starting the motor, all bearing protection oil must be drained from the bearing and the oil mist system must be switched ON.

5.3.4 Sleeve bearing

The motor must be stored in its original operating position and with oil in the bearings. Correct oil level must be ensured. It should be in the middle of the sight glass. During the storage period, remove the shaft locking device and rotate the shaft by hand every month, at least five revolutions, and at 30 rpm, thus achieving an even oil distribution inside the bearing and maintaining the bearing in good operating conditions. Reinstall the shaft locking device every time the motor has to be moved.

If the motor is stored for a period equal or longer than the oil change interval, the oil must be replaced, according to Item 8.2, before starting the operation.

If the motor is stored for a period longer than the oil change interval, or if it is not possible to rotate the motor shaft by hand, the oil must be drained and a corrosion protection and dehumidifiers must be applied.

5.4. INSULATION RESISTANCE

We recommend measuring the winding insulation resistance at regular intervals to follow-up and evaluate its electrical operating conditions. If any reduction in the insulation resistance values are recorded, the storage conditions should be evaluated and corrected, where necessary.

5.4.1. Insulation resistance measurement

We recommend measuring the winding insulation resistance at regular intervals to follow-up and evaluate its electrical operating conditions. If any reduction in the insulation resistance values are recorded, the storage conditions should be evaluated and corrected, where necessary.



The insulation resistance must be measured in a safe environment.

The insulation resistance must be measured with a megohmmeter. The machine must be in cold state and disconnected from the power supply.



To prevent the risk of an electrical shock, ground the terminals before and after each measurement. Ground the capacitor (if any) to ensure that it is fully discharged before the measurement is taken.

It is recommended to insulate and test each phase separately. This procedure allows the comparison of the insulation resistance between each phase. During the test of one phase, the other phases must be grounded. The test of all phases simultaneously evaluates the insulation resistance to ground only but does not evaluate the insulation resistance between the phases. The power supply cables, switches, capacitors and other external devices connected to the motor may considerably influence the insulation resistance measurement. Thus all external devices must be disconnected and grounded during the insulation resistance measurement. Measure the insulation resistance one minute after the voltage has been applied to the winding. The applied voltage should be as shown in Table 5.3.

Table 5.3 - Voltage for the insulation resistance

Winding rated voltage (V)	Testing voltage for measuring the insulation resistance (V)
< 1000	500
1000 - 2500	500 - 1000
2501 - 5000	1000 - 2500
5001 - 12000	2500 - 5000
> 12000	5000 - 10000

The reading of the insulation resistance must be corrected to 40 °C as shown in the Table 5.4.

Table 5.4 - Correction factor for the insulation resistance corrected to 40 °C

Measuring temperature of the insulation resistance (°C)	Correction factor of the insulation resistance corrected to 40 °C	Measuring temperature of the insulation resistance (°C)	Correction factor of the insulation resistance corrected to 40 °C
10	0.125	30	0.500
11	0.134	31	0.536
12	0.144	32	0.574
13	0.154	33	0.616
14	0.165	34	0.660
15	0.177	35	0.707
16	0.189	36	0.758
17	0.203	37	0.812
18	0.218	38	0.871
19	0.233	39	0.933
20	0.250	40	1.000
21	0.268	41	1.072
22	0.287	42	1.149
23	0.308	43	1.231
24	0.330	44	1.320
25	0.354	45	1.414
26	0.379	46	1.516
27	0.406	47	1.625
28	0.435	48	1.741
29	0.467	49	1.866
30	0.500	50	2.000

The motor insulation condition must be evaluated by comparing the measured value with the values indicated in Table 5.5 (corrected to 40 °C):

Table 5.5 - Evaluation of the insulation system

Limit value for rated voltage up to 1.1 kV (MΩ)	Limit value for rated voltage above 1.1 kV (MΩ)	Situation
Up to 5	Up to 100	Dangerous. The motor can not be operated in this condition
5 to 100	100 to 500	Regular
100 to 500	Higher than 500	Good
Higher than 500	Higher than 1000	Excellent

The values indicated in the table should be considered only as reference values. It is advisable to log all measured values to provide a quick and easy overview on the machine insulation resistance. If the insulation resistance is low, moisture may be present in the stator windings. In this case the motor should be removed and transported to a WEG authorized Service Center for proper evaluation and repair (This service is not covered by the warranty). To improve the insulation resistance through the drying process, see section 8.4.



6. INSTALLATION



The insulation resistance must be measured in a safe environment.

Check some aspects before proceeding with the installation:

1. Insulation resistance: must be within the acceptable limits. See item 5.4.
2. Bearings:
If the motor is installed without running immediately, proceed as described in item 5.3.
3. Operating conditions of the start capacitors: If single-phase motors are stored for a period of over two years, it is recommended to change the start capacitors before motor starting since they lose their operating characteristics.
4. Terminal box:
 - a. the inside of the terminal box must be clean and dry;
 - b. the contacts must be correctly connected and corrosion free. See 6.9 and 6.10;
 - c. the cable entries must be correctly sealed and the terminal box cover properly mounted in order to ensure the degree of protection indicated on the motor nameplate.
5. Cooling: the cooling fins, air inlet and outlet openings must be clean and unobstructed. The distance between the air inlet openings and the wall should not be shorter than $\frac{1}{4}$ (one quarter) of the diameter of the air inlet. Ensure sufficient space to perform the cleaning services. See item 7.
6. Coupling: remove the shaft locking device (where fitted) and the corrosion protection grease from the shaft end and flange just before installing the motor. See item 6.4.
7. Drain hole: the motor must always be positioned so the drain hole is at the lowest position (If there is any indication arrow on the drain, the drain must be so installed that the arrow points downwards).
Motors supplied with rubber drain plugs leave the factory in the closed position and must be opened periodically to allow the exit of condensed water. For environments with high water condensation levels and motor with degree of protection IP55, the drain plugs can be mounted in open position (see Figure 6.1).
For motors with degree of protection IP56, IP65 or IP66, the drain plugs must remain at closed position (see Figure 6.1), being opened only during the motor maintenance procedures.
The drain system of motors with Oil Mist lubrication system must be connected to a specific collection system (see Figure 6.12).

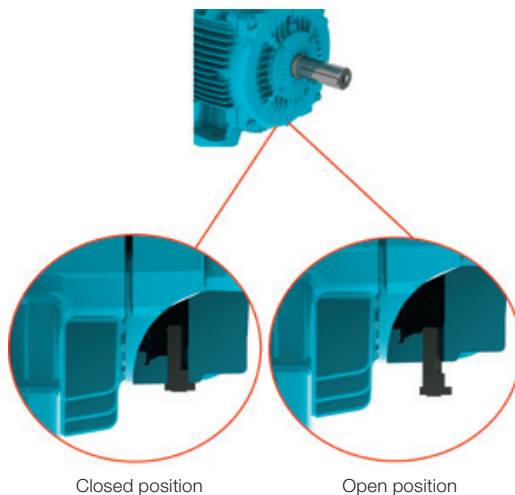


Figure 6.1 - Detail of the rubber drain plug mounted in closed and open position

8. Additional recommendations:

- a. Check the direction of motor rotation, starting the motor at no-load before coupling it to the load;
- b. Vertical mounted motors with shaft end down must be fitted with drip cover to protect them from liquids or solids that may drop onto the motors;
- c. Vertical mounted motors with shaft end up should be fitted with water slinger ring to prevent water ingress inside the motor.
- d. The fixing elements mounted in the threaded through holes in the motor enclosure (for example, the flange) must be properly sealed.



Remove or fix the shaft key before starting the motor.



Changes on the motor construction (features), such as installation of extended grease fittings or modification of the lubrication system, installation of accessories at alternative locations, etc., can be carried out only after prior written consent from WEG.

6.1. FOUNDATIONS

The foundation is the structure, structural element, natural or prepared base, designed to withstand the stresses produced by the installed equipment, ensuring safe and stable performance during operation. The foundation design should consider the adjacent structures to avoid the influences of other installed equipment and no vibration is transferred through the structure

The foundation must be flat and its selection and design must consider the following characteristics:

- a) The features of the machine to be installed on the foundation, the driven loads, application, maximum allowed deformations and vibration levels (for instance, motors with reduced vibration levels, foot flatness, flange concentricity, axial and radial loads, etc. lower than the values specified for standard motors).
- b) Adjacent buildings, conservation status, maximum applied load estimation, type of foundation and fixation and vibrations transmitted by these constructions.

If the motor is supplied with leveling/alignment bolts, this must be considered in the base design.



Please consider for the foundation dimensioning all stresses that are generated during the operation of the driven load.
The user is responsible for the foundation designing and construction.

The foundation stresses can be calculated by using the following equations (see Figure 6.2):

$$F_1 = 0,5 * g * m - (4 * T_b / A)$$

$$F_2 = 0,5 * g * m + (4 * T_b / A)$$

Where:

F_1 and F_2 = lateral stresses (N);

g = gravitational acceleration (9,8 m/s²);

m = motor weight (kg);

T_b = breakdown torque (Nm);

A = distance between centerlines of mounting holes in feet or base of the machine (end view) (m).



The motors may be mounted on:

- Concrete bases: are most used for large-size motors (see Figure 6.2);
- Metallic bases: are generally used for small-size motors (see Figure 6.3).

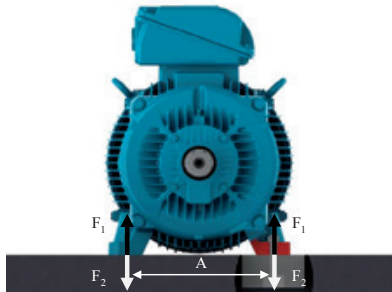


Figure 6.2 - Motor installed on concrete base



Figure 6.3 - Motor installed on metallic base

The metallic and concrete bases may be fitted with sliding system. These types of foundations are generally used where the power transmission is achieved by belts and pulleys. This power transmission system is easier to assemble/disassemble and allows the belt tension adjustment. Other important aspect of this foundation type is the location of the base locking screws that must be diagonally opposite. The rail nearest the drive pulley is placed in such a way that the positioning bolt is between the motor and the driven machine. The other rail must be placed with the bolt on the opposite side (diagonally opposite), as shown in Figure 6.4 .

To facilitate assembly, the bases may have the following features:

- Shoulders and/or recesses;
- Anchor bolts with loose plates;
- Bolts cast in the concrete;
- Leveling screws;
- Positioning screws;
- Steel & cast iron blocks, plates with flat surfaces.

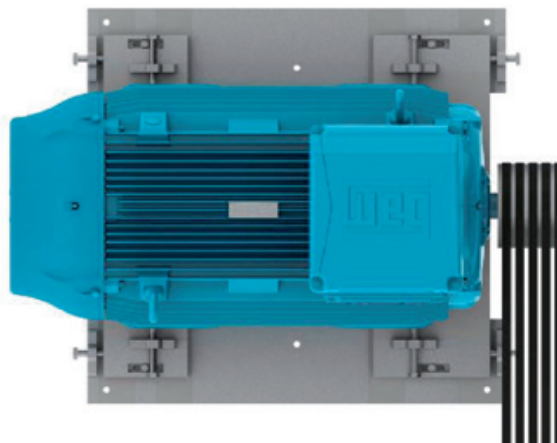


Figure 6.4 - Motor installed on sliding base

After completing the installation, it is recommended that all exposed machined surfaces are coated with suitable rust inhibitor.

6.2. MOTOR MOUNTING



Footless motors supplied with transportation devices, according to Figure 6.5, must have their devices removed before starting the motor installation.

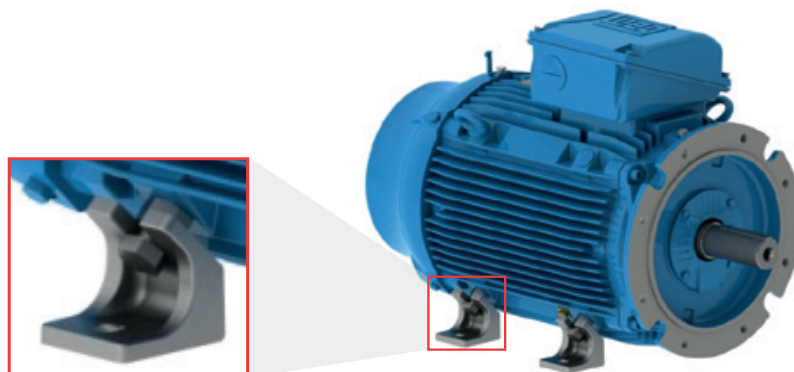


Figure 6.5 - Detail of the transportation devices for footless motors

6.2.1. Foot mounted motors

The drawings of the mounting hole dimensions for NEMA or IEC motors can be checked in the respective technical catalogue.

The motor must be correctly aligned and leveled with the driven machine. Incorrect alignment and leveling may result in bearing damage, generate excessive vibration and even shaft distortion/breakage.

For more details, see section 6.3 and 6.6. The thread engagement length of the mounting bolt should be at least 1.5 times the bolt diameter. This thread engagement length should be evaluated in more severe applications and increased accordingly.

Figure 6.6 shows the mounting system of a foot mounted motor indicating the minimum required thread engagement length.

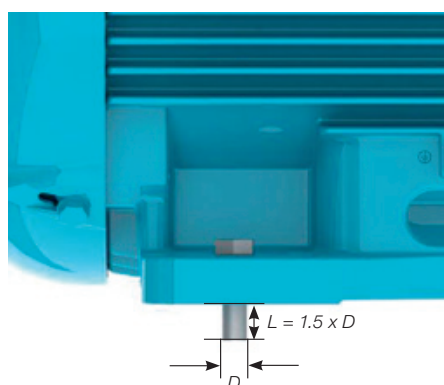


Figure 6.6 - Mounting system of a foot mounted motor

6.2.2. Flange mounted motors

The drawings of the flange mounting dimensions, IEC and NEMA flanges, can be checked in the technical catalogue.

The coupling of the driven equipment to the motor flange must be properly dimensioned to ensure the required concentricity of the assembly.

Depending on the flange type, the mounting can be performed from the motor to the driven equipment flange (flange FF (IEC) or D (NEMA)) or from the driven equipment flange to the motor (flange C (DIN or NEMA)).

For the mounting process from the driven equipment flange to the motor, you must consider the bolt length, flange thickness and the thread depth of the motor flange.



If the motor flange has tapped through-holes, the length of the mounting bolts must not exceed the tapped through-hole length of the motor flange, thus preventing damage to the winding head.

For flange mounting the thread engagement length of the mounting bolt should be at least 1.5 times the bolt diameter. In severe applications, longer thread engagement length may be required. In severe applications or if large motors are flange mounted, a foot or pad mounting may be required in addition to the flange mounting (Figure 6.7). The motor must never be supported on its cooling fins.

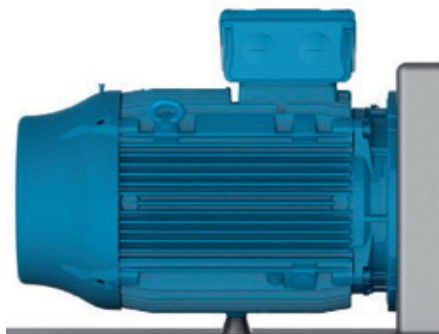


Figure 6.7 - Mounting method of flange mounted motors with frame base support

Note:

When liquid (for example oil) is likely to come into contact with the shaft seal, please contact your local WEG representative.

6.2.3. Pad mounted motors

Typically, this method of mounting is used in axial fans. The motor is fixed by tapped holes in the frame. The dimensions of these tapped holes can be checked in the respective product catalogue. The selection of the motor mounting rods/bolts must consider the dimensions of the fan case, the installation base and the thread depth in the motor frame.

The mounting rods and the fan case wall must be sufficiently stiff to prevent the transmission of excessive vibration to the machine set (motor & fan). Figure 6.8 shows the pad mounting system.

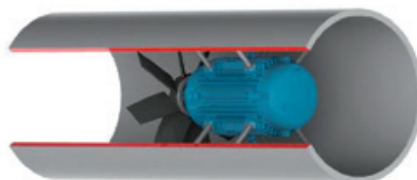


Figure 6.8 - Mounting of the motor inside the cooling duct

6.3. BALANCING

Unbalanced machines generate vibration which can result in damage to the motor. WEG motors are dynamically balanced with “half key” and without load (uncoupled). Special balancing quality level must be stated in the Purchase Order.



The transmission elements, such as pulleys, couplings, etc., must be balanced with “half key” before they are mounted on the motor shaft.

The balance quality grade meets the applicable standards for each product line.

The maximum balancing deviation must be recorded in the installation report.

6.4. COUPLINGS

Couplings are used to transmit the torque from the motor shaft to the shaft of the driven machine. The following aspects must be considered when couplings are installed:

- Use proper tools for coupling assembly & disassembly to avoid damages to the motor and bearings;
- Whenever possible, use flexible couplings, since they can absorb eventual residual misalignments during the machine operation;
- The maximum loads and speed limits informed in the coupling and motor manufacturer catalogues cannot be exceeded;
- Level and align the motor as specified in sections 6.5 and 6.6, respectively.



Remove or fix the shaft key firmly when the motor is operated without coupling in order to prevent accidents.

6.4.1. Direct coupling

Direct coupling is characterized when the Motor shaft is directly coupled to the shaft of the driven machine without transmission elements. Whenever possible, use direct coupling due to lower cost, less space required for installation and more safety against accidents.



Do not use roller bearings for direct coupling, unless sufficient radial load is expected.

6.4.2. Gearbox coupling

Gearbox coupling is typically used where speed reduction is required.

Make sure that shafts are perfectly aligned and strictly parallel (in case of straight spur gears) and in the right meshing angle (in case of bevel and helical gears).

6.4.3. Pulley and belt coupling

Pulleys and belts are used when speed increase or reduction between motor shaft and driven load is required.



Excessive belt tension will damage the bearings and cause unexpected accidents such as breakage of the motor shaft.

6.4.4. Coupling of sleeve bearing motors



Motors designed with sleeve bearings must be operated with direct coupling to the driven machine or a gearbox. Pulley and belts can not be applied for sleeve bearing motors.

Motors designed with sleeve bearings have 3 (three) marks on the shaft end. The center mark is the indication of the magnetic center and the 2 (two) outside marks indicate the allowed limits of the rotor axial movement, as shown in Figure 6.9.

The motor must be so coupled that during operation the arrow on the frame is placed over the central mark indicating the rotor magnetic center. During start-up, or even during operation, the rotor may freely move between the two outside marks when the driven machine exerts an axial load on the motor shaft. However, under no circumstance, the motor can operate continuously with axial forces on the bearing.

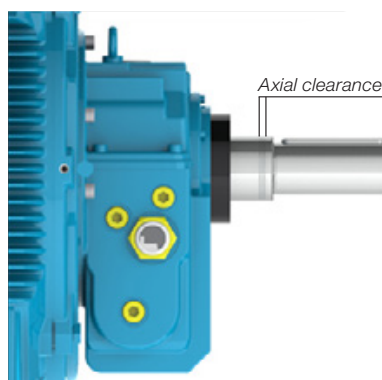


Figure 6.9 - Axial clearance of motor designed with sleeve bearing





For coupling evaluation consider the maximum axial bearing clearance as shown in Table 6.1. The axial clearance of the driven machine and coupling influence the maximum bearing clearance.

Table 6.1 - Clearance used for sleeve bearings

Bearing size	Total axial clearance (mm)
9*	$3 + 3 = 6$
11*	$4 + 4 = 8$
14*	$5 + 5 = 10$
18	$7,5 + 7,5 = 15$

* For Motors in accordance with API 541, the total axial clearance is 12.7 mm

The sleeve bearings used by WEG were not designed to support axial load continuously. Under no circumstance must the motor be operated continuously at its axial clearance limits.

6.5. LEVELING

The motor must be leveled to correct any deviations in flatness arising from the manufacturing process and the material structure rearrangement. The leveling can be carried out by a leveling screw fixed on the motor foot or on the flange or by means of thin compensation shims. After the leveling process, the leveling height between the motor mounting base and the motor cannot exceed 0.1 mm.

If a metallic base is used to level the height of the motor shaft end and the shaft end of the driven machine, level only the metallic base relating to the concrete base.

Record the maximum leveling deviations in the installation report.

6.6. ALIGNMENT

The correct alignment between the motor and the driven machine is one of the most important variables that extends the useful service life of the motor. Incorrect coupling alignment generates high loads and vibrations reducing the useful life of the bearings and even resulting in shaft breakages. Figure 6.10 illustrates the misalignment between the motor and the driven machine.

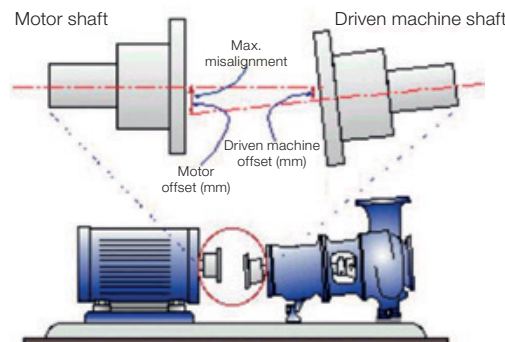


Figure 6.10 - Typical misalignment condition

Alignment procedures must be carried out using suitable tools and devices, such as dial gauge, laser alignment instruments, etc.. The motor shaft must be aligned axially and radially with the driven machine shaft.

The maximum allowed eccentricity for a complete shaft turn should not exceed 0.03 mm, when alignment is made with dial gauges, as shown in Figure 6.11. Ensure a gap between couplings to compensate the thermal expansion between the shafts as specified by the coupling manufacturer.

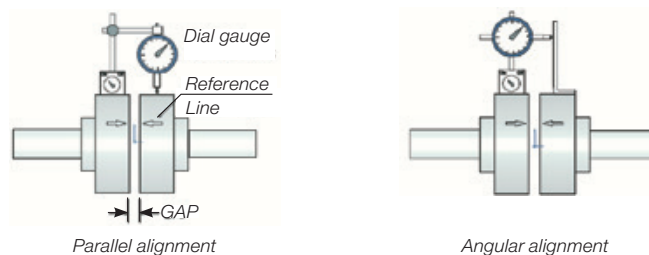


Figure 6.11 - Alignment with dial gauge

If alignment is made by a laser instrument, please consider the instructions and recommendations provided by the laser instrument manufacturer.
The alignment should be checked at ambient temperature with machine at operating temperature.



The coupling alignment must be checked periodically.

Pulley and belt couplings must be so aligned that the driver pulley center lies in the same plane of the driven pulley center and the motor shaft and the shaft of the driven machine are perfectly parallel.
After completing the alignment procedures, ensure that mounting devices do not change the motor and machine alignment and leveling resulting into machine damage during operation.

It is recommended to record the maximum alignment deviation in the Installation Report.

6.7. CONNECTION OF OIL LUBRICATED OR OIL MIST LUBRICATED MOTORS

When oil lubricated or oil mist lubricated motors are installed, connect the existing lubricant tubes (oil inlet and oil outlet tubes and motor drain tube), as shown in Figure 6.12. The lubrication system must ensure continuous oil flow through the bearings as specified by the manufacturer of the installed lubrication system.

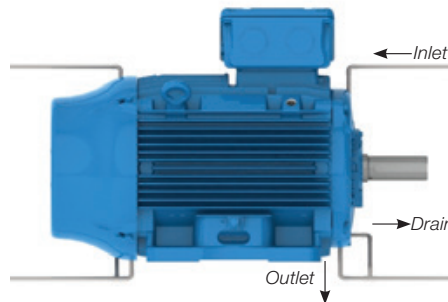


Figure 6.12 - Oil supply and drain system of oil lubricated or oil mist lubricated motors

6.8. CONNECTION OF THE COOLING WATER SYSTEM

When water cooled motors are installed, connect the water inlet and outlet tubes to ensure proper motor cooling. According to item 7.2, ensure correct cooling water flow rate and water temperature in the motor cooling system.

6.9. ELECTRICAL CONNECTION

Consider the rated motor current, service factor, starting current, environmental and installation conditions, maximum voltage drop, etc. to select appropriate power supply cables and switching and protection devices. All motors must be installed with overload protection systems. Three-phase motors should be fitted with phase fault protection systems.



Before connecting the motor, check if the power supply voltage and the frequency comply with the motor nameplate data. All wiring must be made according to the connection diagram on the motor nameplate. Please consider the connection diagrams in the Table 6.2 as reference value.
To prevent accidents, check if motor has been solidly grounded in accordance with the applicable standards.



Table 6.2 - Typical connection diagram for three-phase motors.

Configuration	Quantity of leads	Type of connection	Connection diagram
Single speed	3	-	
	6	Δ - Y	
	9	YY - Y	
		$\Delta\Delta$ - Δ	
	12	$\Delta\Delta$ - YY - Δ - Y	
		Δ - PWS Part-winding start	
Double speed Dahlander	6	YY - Y Variable Torque	
		Δ - YY Constant Torque	
		YY - Δ Constant Output	
	9	Δ - Y - YY	
Double speed Double winding	6	-	

Equivalent table for lead identification													
Lead identification on the wiring diagram		1	2	3	4	5	6	7	8	9	10	11	12
Single speed	NEMA MG 1 Part 2	T1	T2	T3	T4	T5	T6	T7	T8	T9	T10	T11	T12
	IEC 60034-8	U1	V1	W1	U2	V2	W2	U3	V3	W3	U4	V4	W4
	JIS (JEC 2137) - up to 6 terminals	U	V	W	X	Y	Z						
	JIS (JEC 2137) - above 6 terminals	U1	V1	W1	U2	V2	W2	U5	V5	W5	U6	V6	W6
Double speed (Dahlander / Double winding)	NEMA MG 1 Part 2 ¹⁾	1U	1V	1W	2U	2V	2W	3U	3V	3W	4U	4V	4W
	IEC 60034-8	1U	1V	1W	2U	2V	2W	3U	3V	3W	4U	4V	4W
	JIS (JEC 2137)	1U	1V	1W	2U	2V	2W	3U	3V	3W	4U	4V	4W

1) NEMA MG 1 Part 2 defines T1 to T12 for two or more winding, however WEG adopts 1U to 4W.



WARNING - Local Standards have priority on the definition of the connection standards.

The connections presented below are a reference for the connection of the customer's power cables on low voltage motors with terminal block. The terminal blocks presented below are the standard for each product line, however variations may occur. It is recommended the use of terminals made of electrolytic copper or brass, similar to the terminals used on the motors cables.

W21 and W22

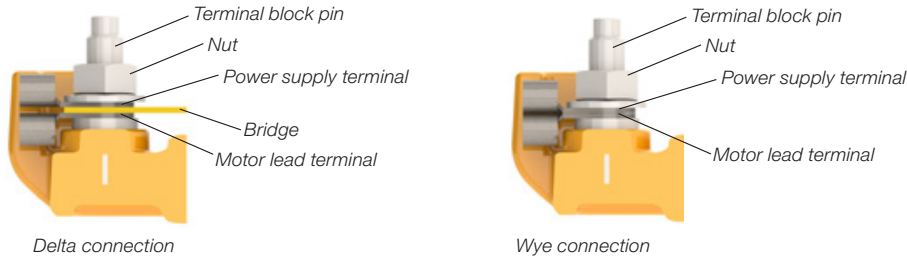


Figure 6.13 - Connetion for W21 and W22 motors with terminal block

W50 and HGF

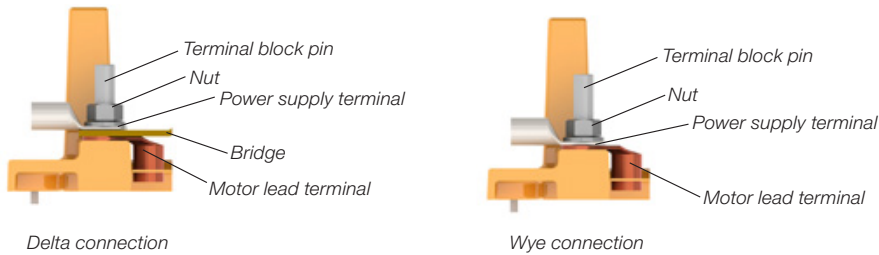


Figure 6.14 - Connetion for W50 and HGF motors with terminal block

If motors are supplied without terminal blocks, insulate the cable terminals with suitable insulation material that meets the power supply voltage and the insulation class indicated on the motor nameplate.

Ensure correct tightening torque for the power cable and grounding connections as specified in Table 8.11

The clearance distance (see Figure 6.15) between non-insulated live parts with each other and between grounded parts must be as indicated in Table 6.3.

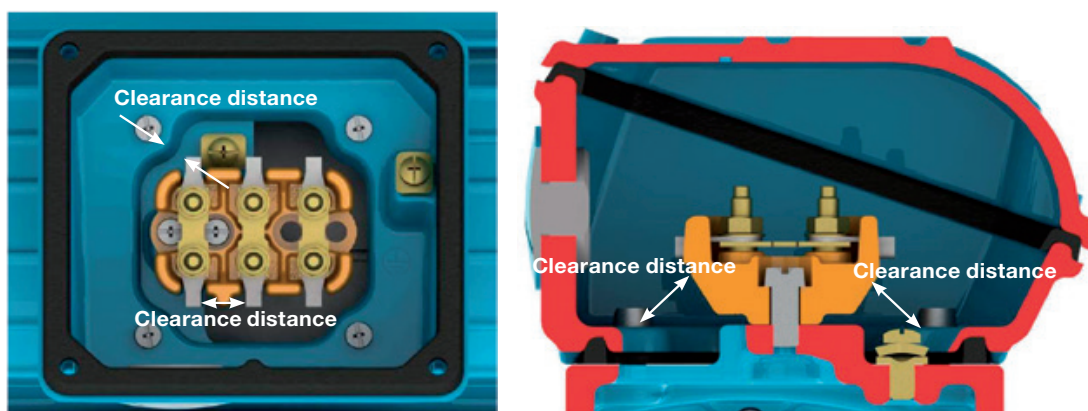


Figure 6.15 - Clearance distance representation

Table 6.3 - Minimum clearance distance (mm) x supply voltage

Voltage	Minimum clearance distance (mm)
$U \leq 440 \text{ V}$	4
$440 < U \leq 690 \text{ V}$	5.5
$690 < U \leq 1000 \text{ V}$	8
$1000 < U \leq 6900 \text{ V}$	45
$6900 < U \leq 11000 \text{ V}$	70
$11000 < U \leq 16500 \text{ V}$	105



Even when the motor is off, dangerous voltages may be present inside the terminal box used for the space heater supply or winding energization when the winding is used as heating element. Motor capacitors will hold a charge even after the power has been cut off. Do not touch the capacitors and/or motor terminals, before discharging the capacitors completely.



After the motor connection has been completed, ensure that no tool or foreign body has been left inside the terminal box.



Take the required measures in order to ensure the degree of protection indicated on the motor nameplate:

- unused cable inlet holes in the terminal boxes must be properly closed with blanking plugs;
- components supplied loose (for example, terminal boxes mounted separately) must be properly closed and sealed.

The cable inlets used for power supply and control must be fitted with components (for example, cable-glands and conduits) that meet the applicable standards and regulations in each country.



If the motor is fitted with accessories, such as brakes and forced cooling systems, these devices must be connected to the power supply according to the information provided on their nameplates and with special care as indicated above.

All protection devices, including overcurrent protection, must be set according to the rated machine conditions. These protection devices must protect the machine against short circuit, phase fault or locked rotor condition. The motor protection devices must be set according to the applicable standards.

Check the direction of rotation of the motor shaft. If there is no limitation for the use of unidirectional fans, the shaft rotation direction can be changed by reversing any two of the phase connections. For single-phase motor, check the connection diagram indicated on the motor nameplate.

6.10. CONNECTION OF THE THERMAL PROTECTION DEVICES

If the motor is supplied with temperature monitoring devices, such as, thermostat, thermistors, automatic thermal protectors, Pt-100 (RTD), etc., they must be connected to the corresponding control devices as specified on the accessory nameplates. The non-compliance with this procedure may void the product warranty and cause serious material damages.



Do not apply test voltage above 2.5 V on thermistors and current above 1 mA on RTDs (Pt-100) according to IEC 60751 standard.

Figure 6.16 and Figure 6.17 show the connection diagram of the bimetal thermal protector (thermostats) and thermistors, respectively.

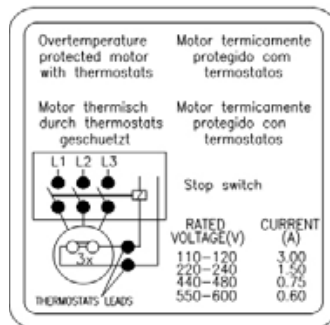


Figure 6.16 - Connection of the bimetal thermal protectors (thermostats)

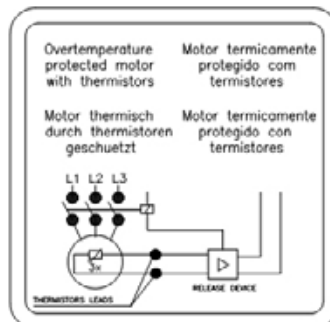


Figure 6.17 - Thermistor connection

The alarm temperature limits and thermal protection shutdowns can be defined according to the application; however these temperature limits can not exceed the values in Table 6.4.

Table 6.4 - Maximum activation temperature of the thermal protections

Component	Insulation class	Maximum temperature of the protection setting (°C)	
		Alarm	Tripping
Winding	B	-	130
	F	130	155
	H	155	180
Bearing	All	110	120

Notes:

- 1) The number and type of the installed protection devices are stated on the accessory nameplate of the motor.
- 2) If the motor is supplied with calibrated resistance, (for example, Pt-100), the motor protection system must be set according to the operating temperatures indicated in Table 6.4.

6.11. RESISTANCE TEMPERATURE DETECTORS (PT-100)

The thermocouples Pt-100 are made of materials, whose resistance depends on the temperature variation, intrinsic property of some materials (usually platinum, nickel or copper), calibrated resistance. Its operation is based on the principle that the electric resistance of a metallic conductor varies linearly with the temperature, thus allowing a continuous monitoring of the motor warm-up through the controller display ensuring a high level of precision and answer stability. These devices are widely used for measuring temperatures in various industry sectors.

In general these devices are used in installations where precise temperature control is required, for example, in installation for irregular or intermittent duty.

The same detector may be used for alarm and tripping purposes.

Table 6.5 and Figure 6.18 show the equivalence between the Pt-100 resistance and the temperature.

Table 6.5 - Equivalence between the Pt-100 resistance and the temperature

°C	Ω	°C	Ω	°C	Ω	°C	Ω	°C	Ω
-29	88.617	17	106.627	63	124.390	109	141.908	155	159.180
-28	89.011	18	107.016	64	124.774	110	142.286	156	159.553
-27	89.405	19	107.404	65	125.157	111	142.664	157	159.926
-26	89.799	20	107.793	66	125.540	112	143.042	158	160.298
-25	90.193	21	108.181	67	125.923	113	143.420	159	160.671
-24	90.587	22	108.570	68	126.306	114	143.797	160	161.043
-23	90.980	23	108.958	69	126.689	115	144.175	161	161.415
-22	91.374	24	109.346	70	127.072	116	144.552	162	161.787
-21	91.767	25	109.734	71	127.454	117	144.930	163	162.159
-20	92.160	26	110.122	72	127.837	118	145.307	164	162.531
-19	92.553	27	110.509	73	128.219	119	145.684	165	162.903
-18	92.946	28	110.897	74	128.602	120	146.061	166	163.274
-17	93.339	29	111.284	75	128.984	121	146.438	167	163.646
-16	93.732	30	111.672	76	129.366	122	146.814	168	164.017
-15	94.125	31	112.059	77	129.748	123	147.191	169	164.388
-14	94.517	32	112.446	78	130.130	124	147.567	170	164.760
-13	94.910	33	112.833	79	130.511	125	147.944	171	165.131
-12	95.302	34	113.220	80	130.893	126	148.320	172	165.501
-11	95.694	35	113.607	81	131.274	127	148.696	173	165.872
-10	96.086	36	113.994	82	131.656	128	149.072	174	166.243
-9	96.478	37	114.380	83	132.037	129	149.448	175	166.613
-8	96.870	38	114.767	84	132.418	130	149.824	176	166.984
-7	97.262	39	115.153	85	132.799	131	150.199	177	167.354
-6	97.653	40	115.539	86	133.180	132	150.575	178	167.724
-5	98.045	41	115.925	87	133.561	133	150.950	179	168.095
-4	98.436	42	116.311	88	133.941	134	151.326	180	168.465
-3	98.827	43	116.697	89	134.322	135	151.701	181	168.834
-2	99.218	44	117.083	90	134.702	136	152.076	182	169.204
-1	99.609	45	117.469	91	135.083	137	152.451	183	169.574
0	100.000	46	117.854	92	135.463	138	152.826	184	169.943
1	100.391	47	118.240	93	135.843	139	153.200	185	170.313
2	100.781	48	118.625	94	136.223	140	153.575	186	170.682
3	101.172	49	119.010	95	136.603	141	153.950	187	171.051
4	101.562	50	119.395	96	136.982	142	154.324	188	171.420
5	101.953	51	119.780	97	137.362	143	154.698	189	171.789
6	102.343	52	120.165	98	137.741	144	155.072	190	172.158
7	102.733	53	120.550	99	138.121	145	155.446	191	172.527
8	103.123	54	120.934	100	138.500	146	155.820	192	172.895
9	103.513	55	121.319	101	138.879	147	156.194	193	173.264
10	103.902	56	121.703	102	139.258	148	156.568	194	173.632
11	104.292	57	122.087	103	139.637	149	156.941	195	174.000
12	104.681	58	122.471	104	140.016	150	157.315	196	174.368
13	105.071	59	122.855	105	140.395	151	157.688	197	174.736
14	105.460	60	123.239	106	140.773	152	158.061	198	175.104
15	105.849	61	123.623	107	141.152	153	158.435	199	175.472
16	106.238	62	124.007	108	141.530	154	158.808	200	175.840

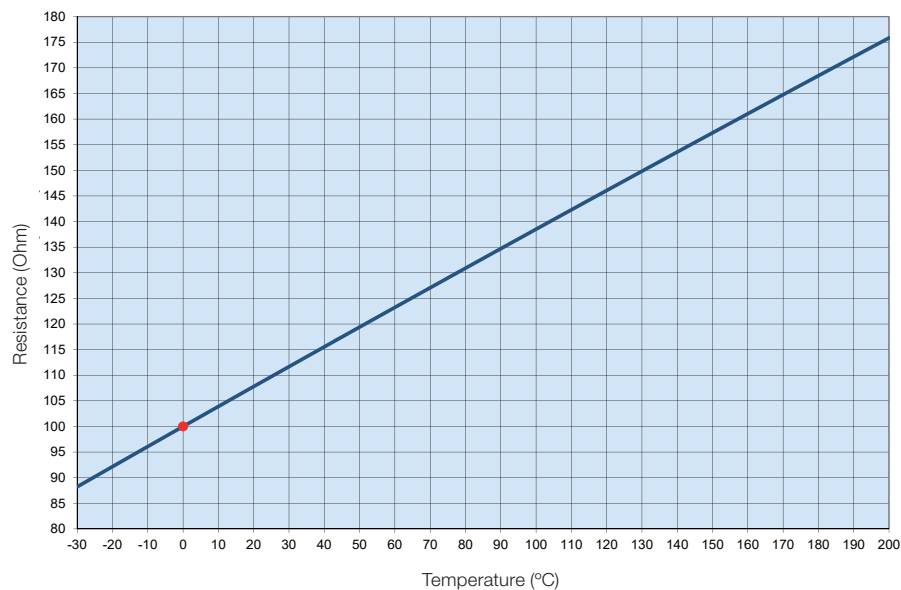


Figure 6.18 - Ohmic resistance of the Pt-100 x temperature

6.12. CONNECTION OF THE SPACE HEATERS

Before switching ON the space heaters, check if the space heaters connection have been made according to the connection diagram shown on the space heater nameplate. For motors supplied with dual voltage space heaters (110-127/220-240 V), see Figure 6.19.

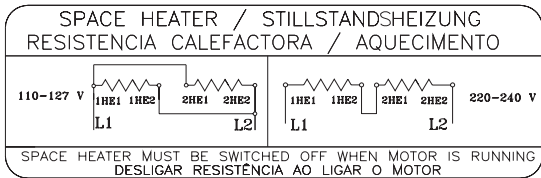


Figure 6.19 - Dual voltage space heater connection



The space heaters should never be energized when the motor is in operation.

6.13. STARTING METHODS

Whenever possible, the motor starting must be Direct On Line (DOL) at rated voltage. This is the most simple and feasible starting method. However, it must only be applied when the starting current does not affect the power supply. Please consider the local electric utility regulations when installing a motor.

High inrush current may result in:

- high voltage drop in the power supply line creating unacceptable line disturbance on the distribution system;
- requiring oversized protection system (cables and contactor) increasing the installation costs.

If DOL starting is not allowed due to the reasons mentioned above, an indirect starting method compatible with the load and motor voltage to reduce the starting current may be used.

If reduced voltage starters are used for starting, the motor starting torque will also be reduced.

Table 6.6 shows the possible indirect starting methods that can be used depending on the number of the motor leads.

Table 6.6 - Starting method x number of motor leads

Number of leads	Possible starting methods
3 leads	Autotransformer Soft-starter
6 leads	Star-Delta Autotransformer Soft-starter
9 leads	Series/Parallel Part winding Autotransformer Soft-starter
12 leads	Star-Delta Series/Parallel Part winding Autotransformer Soft-starter

Table 6.7 shows examples of possible indirect starting methods to be used according to the voltage indicated on the motor nameplate and the power supply voltage.

Table 6.7 - Starting methods x voltage

Nameplate voltage	Operating voltage	Star-delta	Autotransformer starting	Starting by series/parallel switch	Part-winding starting	Starting by Soft-starter
220/380 V	220 V 380 V	YES NO	YES YES	NO NO	NO NO	YES YES
220/440 V	220 V 440 V	NO NO	YES YES	YES NO	YES NO	YES YES
230/460 V	230 V 460 V	NO NO	YES YES	YES NO	YES NO	YES YES
380/660 V	380 V	YES	YES	NO	NO	YES
220/380/440 V	220 V 380 V 440 V	YES NO YES	YES YES YES	YES YES NO	YES YES NO	YES YES YES



The WQuattro line motors must be started direct on-line (DOL) or driven by a frequency inverter in scalar mode.

6.14. MOTORS DRIVEN BY FREQUENCY INVERTER



The operation with frequency inverter must be stated in the Purchase Order since this drive type may require some changes of the motor design.



Wmagnet Motors must only be driven by WEG frequency inverter.

The frequency inverter used to drive motors up to 690 V must be fitted with Pulse With Modulation (PWM) with vector control.

When a motor is driven by a frequency inverter at lower frequencies than the rated frequency, you must reduce the motor torque to prevent motor overheating. The torque reduction (derating torque) can be found in the item 6.4 of the "Technical Guidelines for Induction Motors driven by PWM Frequency inverters" available on the site www.weg.net.

If the motor is operated above the rated frequency, please note:

- That the motor must be operated at constant output;
- That the motor can supply max. 95% of its rated output;
- Do not exceed the maximum speed and please consider:
 - max. operating frequency stated on the additional nameplate;
 - mechanical speed limitation of the motor.

Information on the selection of the power cables between the frequency inverter and the motor can be found in the item 6.4 of the "Technical Guidelines for Induction Motors driven by PWM Frequency inverters" available at www.weg.net.

6.14.1. Use of dV/dt filter

6.14.1.1. Motor with enameled round wire

Motors designed for rated voltages up to 690 V, when driven by frequency inverter, do not require the use of dV/dT filters, provided that following criteria are considered.

Criteria for the selection of motors with round enameled wire when driven by frequency inverter				
Motor rated voltage ¹	Peak voltage at the motor terminals (max)	dV/dt inverter output (max)	Inverter Rise Time ² (min.)	MTBP ² Time between pulses (min)
Vnom < 460 V	≤ 1600 V	≤ 5200 V/μs	≥ 0,1 μs	≥ 6 μs
460 ≤ Vnom < 575 V	≤ 2000 V	≤ 6500 V/μs		
575 ≤ Vnom ≤ 1000 V	≤ 2400 V	≤ 7800 V/μs		

Notes:

1. For the application of dual voltage motors, example 380/660 V, consider the lower voltage (380 V).

2. Information supplied by the inverter manufacturer.

6.14.1.2. Motor with prewound coils

Motors with prewound coils (medium and high voltage motors regardless of frame sizes, and low voltage motors from IEC 500 / NEMA 800 frame on), designed for the use with frequency inverters, do not require the use of filters, provided they comply with the criteria in Table 6.8.

Table 6.8 - Criteria to be considered when using motor with prewound coils to be drive by frequency inverters

Motor rated voltage	Type of modulation	Turn to turn insulation (phase-phase)		Phase-ground insulation	
		Peak voltage at the motor terminals	dV/dt at the motor terminals	Peak voltage at the motor terminals	dV/dt at the motor terminals
690 < Vnom ≤ 4160 V	Sinusoidal	≤ 5900 V	≤ 500 V/μs	≤ 3400 V	≤ 500 V/μs
	PWM	≤ 9300 V	≤ 2700 V/μs	≤ 5400 V	≤ 2700 V/μs
4160 < Vnom ≤ 6600 V	Sinusoidal	≤ 9300 V	≤ 500 V/μs	≤ 5400 V	≤ 500 V/μs
	PWM	≤ 14000 V	≤ 1500 V/μs	≤ 8000 V	≤ 1500 V/μs

6.14.2. Bearing insulation

Only the motors in IEC frame size 400 (NEMA 680) and larger are supplied, as standard, with insulated bearing. If motor must be driven by frequency inverter, insulate the bearing according to Table 6.9.

Table 6.9 - Recommendation on the bearing insulation for inverter driven motors

Frame size	Recommendation
IEC 315 and 355 NEMA 445/7 to L5810/11	■ Insulated bearing/end shield ■ Grounding between shaft and frame by grounding brush
IEC 400 and larger NEMA 680 and larger	■ Insulated NDE bearing ■ Grounding between shaft and frame by grounding brush



When motors are supplied with shaft grounding system, monitor the grounding brush constantly during its operation and, when it reaches the end of its useful life, it must be replaced by another brush with the same specification.

6.14.3. Switching frequency

The minimum inverter switching frequency must not be lower than 2.5 kHz and should not exceed 5 kHz.



The non-compliance with the criteria and recommendations indicated in this manual may void the product warranty.

6.14.4. Mechanical speed limitation

Table 6.10 shows the maximum speeds allowed for motors driven by frequency inverter.

Table 6.10 - Maximum motor speed (in rpm)

Frame size		DE-bearing	Maximum speed for standard motors
IEC	NEMA		
63-90	143/5	6201 6202 6203 6204 6205	10400
100	-	6206	8800
112	182/4	6207	7600
		6307	6800
132	213/5	6308	6000
160	254/6	6309	5300
180	284/6	6311	4400
200	324/6	6312	4200
225-630	364/5-9610	6314	3600
		6315	3600
		6316	3200
		6319	3000
		6218	3600
		6220	3600
		6320	2200
		6322	1900
		6324	1800
		6328	1800
		6330	1800
		6224	1800
		6228	1800

Note:

To select the maximum allowed motor speed, consider the motor torque derating curve.

For more information on the application of frequency inverters, contact WEG or check the “Technical Guidelines for Induction Motors driven by PWM Frequency inverters” available at www.weg.net.

7. COMMISSIONING

7.1. INITIAL START-UP

After finishing the installation procedures and before starting the motor for the first time or after a long period without operation, the following items must be checked:

- If the nameplate data (voltage, current, connection diagram, degree of protection, cooling system, service factor, etc.) meet the application requirements;
- If the machine set (motor + driven machine) has been mounted and aligned correctly;
- If the motor driving system ensures that the motor speed does not exceed the max. allowed speed indicated in Table 6.10;
- Measure the winding insulation resistance, making sure it complies with the specified values in item 5.4;
- Check the motor rotation direction;
- Inspect the motor terminal box for damage and ensure that it is clean and dry and all contacts are rust-free, the seals are in perfect operating conditions and all unused threaded holes are properly closed thus ensuring the degree of protection indicated on the motor nameplate;
- Check if the motor wiring connections, including grounding and auxiliary equipment connection, have been carried out properly and are in accordance with the recommendations in item 6.9;
- Check the operating conditions of the installed auxiliary devices (brake, encoder, thermal protection device, forced cooling system, etc.);
- Check bearing operating conditions. If the motors are stored and/or installed for more than two years without running, it is recommended to change the bearings, or to remove, wash, inspect and relubricate them before the motor is started. If the motor is stored and/or installed according to the recommendations described in item 5.3, lubricate the bearings as described in item 8.2. For the bearing condition evaluation, it is recommended to use of the vibration analysis techniques: Envelope Analysis or Demodulation Analysis.
- For roller bearing motors with oil lubrication, ensure:
 - The oil level should be in the center of the sight glass (see Figure 8.1 and 8.2);
 - That if the motor is stored for a period equal or longer than the oil change interval, the oil must be changed before starting the motor.
- When motors are fitted with sleeve bearings, ensure:
 - Correct oil level for the sleeve bearing. The oil level should be in the center of the sight glass (see Figure 8.3);
 - That the motor is not started or operated with axial or radial loads;
 - That if the motor is stored for a period equal or longer than the oil change interval, the oil must be changed before starting the motor.
- Inspect the capacitor operating condition, if any. If motors are installed for more than two years, but were never commissioned, it is recommended to change the start capacitors since they lose their operating characteristics;
- Ensure that the air inlet and outlet opening are not blocked. The minimum clearance to the nearest wall (L) should be at least $\frac{1}{4}$ of the fan cover diameter (D), see Figure 7.1. The intake air temperature must be at ambient temperature.

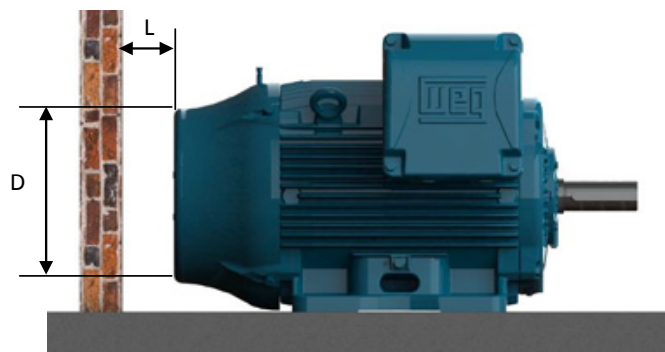


Figure 7.1- Minimum clearance to the wall

Please consider the minimum distances shown in the Table 7.1 as reference value;

Table 7.1 - Minimum distance between the fan cover and wall

Frame size		Distance between the fan cover and the wall (L)	
IEC	NEMA	mm	inches
63	-	25	0.96
71	-	26	1.02
80	-	30	1.18
90	143/5	33	1.30
100	-	36	1.43
112	182/4	41	1.61
132	213/5	50	1.98
160	254/6	65	2.56
180	284/6	68	2.66
200	324/6	78	3.08
225	364/5	85	3.35
250	404/5		
280	444/5	108	4.23
	445/7		
	447/9		
315	L447/9	122	4.80
	504/5		
	5006/7/8		
	5009/10/11		
355	586/7	136	5.35
	588/9		
	5807/8/9		
	5810/11/12		
400	6806/7/8	147	5.79
	6809/10/11		
450	7006/10	159	6.26
500	8006/10	171	6.73
560	8806/10	185	7.28
630	9606/10	200	7.87

- Ensure correct water flow rate and water temperature when water cooled motors are used. See item 7.2;
- Ensure that all rotating parts, such as pulleys, couplings, external fans, shaft, etc. are protected against accidental contact.

Other tests and inspections not included in the manual may be required, depending on the specific installation, application and/or motor characteristics.

After all previous inspections have been carried out, proceed as follows to start the motor:

- Start the motor on no-load (if possible) and check the motor direction of rotation. Check for the presence of any abnormal noise, vibration or other abnormal operating conditions;
- Ensure the motor starts smoothly. If any abnormal operating condition is noticed, switch off the motor, check the assembly system and connections before the motor is started again;
- If excessive vibrations are noticed, check if the motor mounting bolts are well tightened or if the vibrations are not generated and transmitted from adjacent installed equipment. Check the motor vibration periodically and ensure that the vibration limits are as specified in item 7.2.1;
- Start the motor at rated load during a short time and compare the operating current with the rated current indicated on the nameplate;
- Continue to measure the following motor variables until thermal equilibrium is reached: current, voltage, bearing and motor frame temperature, vibration and noise levels;
- Record the measured current and voltage values on the Installation Report for future comparisons.

As induction motors have high inrush currents during start-up, the acceleration of high inertia load requires an extended starting time to reach full speed resulting in fast motor temperature rise. Successive starts within short intervals will result in winding temperature increases and can lead to physical insulation damage reducing the useful life of the insulation system. If the duty cycle S1 / CONT. is specified on the motor nameplate, this means that the motor has been designed for:

- Two successive starts: first start from cold condition, i. e., the motor windings are at room temperature and the second start immediately after the motor stops;
- One start from hot condition, i. e., the motor windings are at rated temperature.

The Troubleshooting Chart in section 10 provides a basic list of unusual cases that may occur during motor operation with the respective corrective actions.

7.2. OPERATING CONDITIONS

Unless otherwise stated in the Purchase Order, electric motors are designed and built to be operated at altitudes up to 1000 meters above sea level and in a temperature range from -20 °C to +40 °C. Any deviation from the normal condition of motor operation must be stated on the motor nameplate. Some components must be changed if the ambient temperature is different from the specified one. Please contact WEG to check the required special features.

For operating temperatures and altitudes differing from those above, the factors indicated in Table 7.2 must be applied to the nominal motor power rating in order to determine the derated available output ($P_{max} = P_{nom} \times$ correction factor).

Table 7.2 - Correction factors for altitude and ambient temperature

T (°C)	Altitude (m)								
	1000	1500	2000	2500	3000	3500	4000	4500	5000
10							0.97	0.92	0.88
15						0.98	0.94	0.90	0.86
20					1.00	0.95	0.91	0.87	0.83
25				1.00	0.95	0.93	0.89	0.85	0.81
30			1.00	0.96	0.92	0.90	0.86	0.82	0.78
35		1.00	0.95	0.93	0.90	0.88	0.84	0.80	0.75
40	1.00	0.97	0.94	0.90	0.86	0.82	0.80	0.76	0.71
45	0.95	0.92	0.90	0.88	0.85	0.81	0.78	0.74	0.69
50	0.92	0.90	0.87	0.85	0.82	0.80	0.77	0.72	0.67
55	0.88	0.85	0.83	0.81	0.78	0.76	0.73	0.70	0.65
60	0.83	0.82	0.80	0.77	0.75	0.73	0.70	0.67	0.62
65	0.79	0.76	0.74	0.72	0.70	0.68	0.66	0.62	0.58
70	0.74	0.71	0.69	0.67	0.66	0.64	0.62	0.58	0.53
75	0.70	0.68	0.66	0.64	0.62	0.60	0.58	0.53	0.49
80	0.65	0.64	0.62	0.60	0.58	0.56	0.55	0.48	0.44

Motors installed inside enclosures (cubicles) must be ensured an air renewal rate in the order of one cubic meter per second for each 100 kW installed power or fraction of installed power. Totally Enclosed Air Over motors - TEAO (fan and exhaust / smoke extraction) are supplied without cooling fan and the manufacturer of the driven machine is responsible for sufficient motor cooling. If no minimum required air speed between motor fins is indicated on the motor nameplate, ensure the air speed indicated in the table 7.3 is provided. The values shown in Table 7.3 are valid for 60 Hz motors. To obtain the minimum air speed for 50 Hz motors, multiply the values in the table by 0.83.

Table 7.3 - Minimum required air speed between motor fins (metres/second)

Frame		Poles			
IEC	NEMA	2	4	6	8
63 to 90	143/5	13	7	5	4
100 to 132	182/4 to 213/5	18	12	8	6
160 to 200	254/6 to 324/6	20	15	10	7
225 to 280	364/5 to 444/5	22	20	15	12
315 to 450	445/7 to 7008/9	25	25	20	15

The voltage and frequency variations may affect the performance characteristics and the electromagnetic compatibility of the motor. The power supply variations should not exceed the values specified in the applicable standards. Examples:

- ABNT NBR 17094 - Parts 1 and 2. The motor has been designed to supply the rated torque for a combined variation in voltage and frequency:
 - Zone A: $\pm 5\%$ of the rated voltage and $\pm 2\%$ of the rated frequency;
 - Zone B: $\pm 10\%$ of the rated voltage and $+3\%$ - 5% of the rated frequency.

When operated continuously in Zone A or B, the motor may show performance variations and the operating temperature may increase considerably. These performance variations will be higher in Zone B. Thus it is not recommended to operate the motor in Zone B during extended periods.

- IEC 60034-1. The motor has been designed to supply the rated torque for combined variation in voltage and frequency:
 - Zone A: $\pm 5\%$ of the rated voltage and $\pm 2\%$ of the rated frequency;
 - Zone B: $\pm 10\%$ of the rated voltage and $+3\%$ - 5% of the rated frequency.

When operated continuously in Zone A or B, the motor may show performance variations and the operating temperature may increase considerably. These performance variations will be higher in Zone B. Thus it is not recommended to operate the motor in Zone B during extended periods. For multivoltage motors (example 380-415/660 V), a $\pm 5\%$ voltage variation from the rated voltage is allowed.

- NEMA MG 1 Part 12. The motor has been designed to be operated in one of the following variations:
 - $\pm 10\%$ of the rated voltage, with rated frequency;
 - $\pm 5\%$ of the rated frequency, with rated voltage;
 - A combined variation in voltage and frequency of $\pm 10\%$, provided the frequency variation does not exceed $\pm 5\%$.

If the motor is cooled by ambient air, clean the air inlet and outlet openings and cooling fins at regular intervals to ensure a free airflow over the frame surface. The hot air should never be returned to the motor. The cooling air must be at room temperature limited to the temperature range indicated on the motor nameplate (if no room temperature is specified, please consider a temperature range between $-20\text{ }^{\circ}\text{C}$ and $+40\text{ }^{\circ}\text{C}$).

Table 7.4 shows the minimum required water flow for water cooled motors considering the different frame sizes and the maximum allowed temperature rise of the cooling water after circulating through the motor. The inlet water temperature should not exceed $40\text{ }^{\circ}\text{C}$.

Table 7.4 - Minimum required water flow and the maximum allowed temperature rise of the cooling water after circulating through the motor

Frame size		Flow rate (litres/minute)	Maximum allowed water temperature rise ($^{\circ}\text{C}$)
IEC	NEMA		
180	284/6	12	5
200	324/6	12	5
225	364/5	12	5
250	404/5	12	5
280	444/5	15	6
	445/7		
	447/9		
315	504/5	16	6
355	586/7	25	6
	588/9		

Motors fitted with oil mist lubrication systems can be operated continuously for a maximum of one hour after the failure of the oil pumping system.

Considering the sun's heat increases the operating temperature, externally mounted motors should always be protected from direct sunlight exposure.

Each and every deviation from the normal operating condition (tripping of the thermal protection, noise and vibration level increase, temperature and current rise) should be investigated and corrected by WEG Authorized Service Centers.



Motors fitted with cylindrical roller bearings require a minimum radial load to ensure a normal operation. For information regarding the radial preload, please contact WEG.

7.2.1.Limits of vibration

The vibration severity is the maximum vibration value measured at all positions and in all directions as recommended in the standard IEC 60034-14. Table 7.5 specifies the limits of the maximum vibrations magnitudes according to standard IEC 60034-14 for shaft heights IEC 56 to 400, for vibrations grades A and B. The vibration severity limits in Table 7.5 are given as RMS values (Root Mean Square values or effective values) of the vibration speed in mm/s measured in free suspension condition.

Table 7.5 - Recommended limits for the vibration severity according to standard IEC 60034-14

Shaft height [mm]	$56 \leq H \leq 132$	$132 \leq H \leq 280$	$H > 280$
Vibration grade	Vibration severity on elastic base [mm/s RMS]		
A	1.6	2.2	2.8
B	0.7	1.1	1.8

Notes:

- 1 - The values in Table 7.5 are valid for measurements carried out with decoupled machines (without load) operated at rated voltage and frequency.
- 2 - The values in Table 7.5 are valid regardless of the direction of rotation of the machine.
- 3 - The values in Table 7.5 are not applicable to single-phase motors, three-phase motors powered by a single-phase system or to machines mounted in situ or coupled with inertia flywheels or to loads.

According to NEMA MG 1, the allowed vibration limit for standard motors is 0.15 in/s (peak vibration in in/s).

Note:

For the load operation condition, the use of the standard ISO 10816-3 is recommended for evaluating the motor vibration limits. In the load condition the motor vibration will be influenced by several factors, such as, type of the coupled load, condition of the motor fixation, alignment condition under load, structure or base vibration due to other equipments, etc..

8. MAINTENANCE

The purpose of the maintenance is to extend the useful life of the equipment. The non-compliance with one of these previous items can cause unexpected machine failures.

If motors with cylindrical roller or angular contact bearings are to be transported during the maintenance procedures, the shaft locking device must always be fitted. All HGF motors, regardless of the bearing type, must always be transported with the shaft locking device fitted.

All repairs, disassembly and assembly related services must be carried out only by qualified and well-trained personnel by using proper tools and techniques. Make sure that the machine has stopped and it is disconnected from the power supply, including the accessory devices (space heater, brake, etc.), before any servicing is undertaken.

The company does not assume any responsibility or liability for repair services or maintenance operations executed by non-authorized Service Centers or by non qualified service personnel. The company shall have no obligation or liability whatsoever to the buyer for any indirect, special, consequential or incidental loss or damage caused or arising from the company's proven negligence

8.1. GENERAL INSPECTION

The inspection intervals depend on the motor type, application and installation conditions. Proceed as follows during inspection:

- Visually inspect the motor and coupling. Check if abnormal noises, vibrations, excessive heating, wear signs, misalignment or damaged parts are noticed. Replace the damaged parts as required;
- Measure the insulation resistance according to the item 5.4;
- Clean the motor enclosure. Remove oil spills and dust accumulation from the motor frame surface to ensure a better heat transfer to the surrounding ambient;
- Check cooling fan condition and clean the air inlet & outlet openings to ensure a free air flow over the motor;
- Investigate the actual condition of the seals and replace them, if required;
- Drain the condensed water from inside the motor. After draining, reinstall the drain plugs to ensure the degree of protection as indicated on the motor nameplate. The motor must always be positioned so the drain hole is at the lowest position (see item 6);
- Check the connections of the power supply cables, ensuring the correct clearance distance between live and grounded parts, as specified in Table 6.3;
- Check if the tightening torque of the bolted connections and mounting bolts meets the tightening torque specified in Table 8.11;
- Check the status of the cable passages, the cable gland seals and the seals inside the terminal box and replace them, if required;
- Check the bearing operating conditions. Check for the presence of any abnormal noise, vibration or other abnormal operating conditions, like motor temperature rise. Check the oil level, the lube oil condition and compare the workings hours with the informed life time;
- Record and file all changes performed on the motor.



Do not reuse damaged or worn parts. Damaged or worn parts must be replaced by parts supplied by the manufacturer and must be installed as if they were the original parts.

8.2. LUBRICATION

Proper lubrication plays a vital role in the motor performance. Only use the grease or oil types, amounts and lubrication intervals recommended for the bearings. This information is available on the motor nameplate and the lubrication procedures must be carried out according to the type of lubricant (oil or grease). When the motor is fitted with thermal protection devices for bearing temperature control, consider the operating temperature limits shown in Table 6.4.

The maximum operating temperature of motors used in special applications may differ from those shown in Table 6.4. The grease and oil disposal should be made in compliance with applicable laws in each country.



Please contact WEG when motors are to be installed in special environments or used for special applications.

8.2.1. Grease lubricated rolling bearings



Excess grease causes bearing overheating, resulting in bearing failure.

The lubrication intervals specified in Table 8.1, Table 8.2, Table 8.3, Table 8.4, Table 8.5, Table 8.6, Table 8.7 and Table 8.8 consider an absolute temperature on the bearing of 70 °C (up to frame size IEC 200 / NEMA 324/6) and 85 °C (for frame size IEC 225 / NEMA 364/5 and above), the motor running at rated speed, a motor mounted in horizontal position and greased with Mobil Polyrex EM grease. Any variation of the parameters listed above must be evaluated.

Table 8.1 - Lubrication intervals for ball bearings

Frame		Poles	Bearing designation	Amount of grease (g)	Lubrication intervals (hours)							
					ODP (Open Drip Proof)		W21 TEFC (Totally Enclosed Fan Cooled)		W22 TEFC (Totally Enclosed Fan Cooled)			
IEC	NEMA				50 Hz	60 Hz	50 Hz	60 Hz	50 Hz	60 Hz		
90	143/5	2	6205	4	-	-	20000	20000	25000	25000		
		4										
		6										
		8										
100	-	2	6206	5	-	-	20000	20000	25000	25000		
		4										
		6										
		8										
112	182/4	2	6207/ 6307	9	-	-	20000	20000	25000	25000		
		4										
		6										
		8										
132	213/5	2	6308	11	-	-	20000	18400	25000	23200		
		4					20000	20000	25000	25000		
		6										
		8										
160	254/6	2	6309	13	20000	20000	18100	15700	22000	20000		
		4					20000	20000	25000	25000		
		6										
		8										
180	284/6	2	6311	18	20000	20000	13700	11500	17000	14000		
		4					20000	20000	25000	25000		
		6										
		8										
200	324/6	2	6312	21	20000	20000	11900	9800	15000	12000		
		4					20000	20000	25000	25000		
		6										
		8										
225 250 280 315 355	364/5 404/5 444/5 445/7 447/9 L447/9 504/5 5008 5010/11 586/7 588/9	2	6314	27	18000	14400	4500	3600	5000	4000		
		4			20000	20000	11600	9700	14000	12000		
		6					16400	14200	20000	17000		
		8					19700	17300	24000	20000		
		2	6316	34	14000	*Upon request	3500	*Upon request	4000	*Upon request		
		4			20000	20000	10400	8500	13000	10000		
		6					14900	12800	18000	16000		
		8					18700	15900	20000	20000		
		2	6319	45	*Upon request							
		4			20000	20000	9000	7000	11000	8000		
		6					13000	11000	16000	13000		
		8					17400	14000	20000	17000		
		4	6322	60	20000	20000	7200	5100	9000	6000		
		6					10800	9200	13000	11000		
		8					15100	11800	19000	14000		
		8					15100	11800	19000	14000		

Table 8.2 - Lubrication intervals for cylindrical roller bearings

Frame		Poles	Bearing designation	Amount of grease (g)	LUBRICATION INTERVALS (hours)					
					ODP (Open Drip Proof)		W21 TEFC (Totally Enclosed Fan Cooled)		W22 TEFC (Totally Enclosed Fan Cooled)	
IEC	NEMA				50 Hz	60 Hz	50 Hz	60 Hz	50 Hz	60 Hz
160	254/6	2	NU309	13	20000	19600	13300	9800	16000	12000
		4				20000	20000	20000	25000	25000
		6								
		8								
180	284/6	2	NU311	18	18400	12800	9200	6400	11000	8000
		4			20000	20000	20000	19100	25000	25000
		6						20000		
		8								
200	324/6	2	NU312	21	15200	10200	7600	5100	9000	6000
		4			20000	20000	20000	17200	25000	21000
		6						20000		
		8								
225 250 280 315 355	364/5 404/5 444/5 445/7 447/9 L447/9 504/5 5008 5010/11 586/7 588/9	4	NU314	27	17800	14200	8900	7100	11000	9000
		6			20000	20000	13100	11000	16000	13000
		8					16900	15100	20000	19000
		4	NU316	34	15200	12000	7600	6000	9000	7000
		6			20000	19000	11600	9500	14000	12000
		8				20000	15500	13800	19000	17000
		4	NU319	45	12000	9400	6000	4700	7000	5000
		6			19600	15200	9800	7600	12000	9000
		8			20000	20000	13700	12200	17000	15000
		4	NU322	60	8800	6600	4400	3300	5000	4000
		6			15600	11800	7800	5900	9000	7000
		8			20000	20000	11500	10700	14000	13000

Table 8.3 - Lubrication intervals for ball bearings - HGF line

Frame		Poles	Bearing designation	Amount of grease (g)	Lubrication intervals (hours)	
					50 Hz	60 Hz
315L/A/B and 315C/D/E	5006/7/8T and 5009/10/11T	2	6314	27	3100	2100
		4 - 8	6320	50	4500	4500
			6316	34	4500	4500
355L/A/B and 355C/D/E	5807/8/9T and 5810/11/12T	2	6314	27	3100	2100
		4 - 8	6322	60	4500	4500
			6319	45	4500	4500
400L/A/B and 400 C/D/E	6806/7/8T and 6809/10/11T	2	6315	30	2700	1800
		4 - 8	6324	72	4500	4500
			6319	45	4500	4500
450	7006/10	2	6220	31	2500	1400
		4	6328	93	4500	3300
			6322	60	4500	4500
		6 - 8	6328	93	4500	4500
			6322	60	4500	4500
500	8006/10	4	6330	104	4200	2800
		6 - 8	6324	72	4500	4500
			6330	104	4500	4500
			6324	72	4500	4500
500	8006/10	4	6330	104	4200	2800
		6 - 8	6324	72	4500	4500
			6330	104	4500	4500
			6324	72	4500	4500
560	8806/10	4 - 8	*Upon request			
630	9606/10	4 - 8				

Table 8.4 - Lubrication intervals for cylindrical roller bearings - HGF line

Frame		Poles	Bearing designation	Amount of grease (g)	Lubrication intervals (hours)	
IEC	NEMA				50 Hz	60 Hz
315L/A/B and 315C/D/E	5006/7/8 and 5009/10/11	4	NU320	50	4300	2900
		6 - 8			4500	4500
355L/A/B and 355C/D/E	5807/8/9 and 5810/11/12	4	NU322	60	3500	2200
		6 - 8			4500	4500
400L/A/B and 400C/D/E	6806/7/8 and 6809/10/11	4	NU324	72	2900	1800
		6 - 8			4500	4500
450	7006/10	4	NU328	93	2000	1400
		6			4500	3200
		8			4500	4500
500	8006/10	4	NU330	104	1700	1000
		6			4100	2900
		8			4500	4500
560	8806/10	4	NU228 + 6228	75	2600	1600
		6 - 8		106	4500	4500
630	9606/10	4	NU232 + 6232	92	1800	1000
		6		120	4300	3100
		8		140	4500	4500

Tabela 8.5 - Lubrication intervals for ball bearings - W50 line

	Frame		Poles	D.E. Bearing	Amount of grease (g)	50 Hz (h)	60 Hz (h)	N.D.E. Bearing	Amount of grease (g)	50 Hz (h)	60 Hz (h)
	IEC	NEMA									
Horizontal mounting Ball bearings	315 H/G	5009/10	2	6314	27	4500	3500	6314	27	4500	3500
			4 - 8	6320	50		4500	6316	34		4500
	355 J/H	5809/10	2	6314	27	4500	3500	6314	27	4500	3500
			4 - 8	6322	60		4500	6319	45		4500
	400 L/K and 400 J/H	6806/07 and 6808/09	2	6218	24	3800	2500	6218	24	3800	1800
			4 - 8	6324	72	4500	4500	6319	45	4500	4500
	450 L/K and 450 J/H	7006/07 and 7008/09	2	6220	31	3000	2000	6220	31	3000	2000
			4	6328	93	4500	3300	6322	60	4500	4500
			6 - 8				4500				
Vertical mounting Ball bearings	315 H/G	5009/10	2	7314	27	2500	1700	6314	27	2500	1700
			4	6320	50	4200	3200	6316	34	4500	4500
			6 - 8			4500	4500				
	355 J/H	5809/10	2	7314	27	2500	1700	6314	27	2500	1700
			4	6322	60	3600	2700	6319	45	4500	3600
			6 - 8			4500	4500				4500
	400 L/K and 400 J/H	6806/07 and 6808/09	2	7218	24	2000	1300	6218	24	2000	1300
			4	7324	72	3200	2300	6319	45	4500	3600
			6			4500	4300				4500
			8				4500				
	450 L/K and 450 J/H	7006/07 and 7008/09	2	7220	31	1500	1000	6220	31	1500	1000
			4	7328	93	2400	1700	6322	60	3500	2700
			6			4100	3500			4500	4500
			8			4500	4500				

Tabela 8.6 - Lubrication intervals for cylindrical roller bearings - W50 line

Horizontal mounting Roller bearings	Frame		Poles	D.E. Bearing	Amount of grease (g)	50 Hz (h)	60 Hz (h)	N.D.E. Bearing	Amount of grease (g)	50 Hz (h)	60 Hz (h)
	IEC	NEMA									
	315 H/G	5009/10	4	NU320	50	4300	2900	6316	34	4500	4500
			6 - 8			4500	4500				
	355 J/H	5809/10	4	NU322	60	3500	2200	6319	45		
			6 - 8			4500	4500				
	400 L/K and 400 J/H	6806/07 and 6808/09	4	NU324	72	2900	1800	6319	45		
			6 - 8			4500	4500				
	450 L/K and 450 J/H	7006/07 and 7008/09	4	NU328	93	2000	1400	6322	60		
			6			4500	3200				
8			4500								

Tabela 8.7 - Lubrication intervals for ball bearings - W40 line

	Frame		Poles	D.E. Bearing	Amount of grease (g)	50 Hz (h)	60 Hz (h)	N.D.E. Bearing	Amount of grease (g)	50 Hz (h)	60 Hz (h)
	IEC	NEMA									
Horizontal mounting Ball bearings	315G/F	5010/11	2	6314	27	4500	4500	6314	27	4500	4500
			4 - 8	6319	45	4500	4500	6314	27	4500	4500
	355 J/H	L5010/11	2	6218	24	4500	4500	6218	24	4500	4500
			4 - 8	6224	43	4500	4500	6218	24	4500	4500
	400 J/H	L5810/11	2	6220	31	4500	3800	6220	31	4500	3800
			4 - 8	6228	52	4500	4500	6220	31	4500	4500
	450 K/J	L6808/09	2	6220	31	4500	3800	6220	31	4500	3800
			4 - 8	6228	52	4500	4500	6220	31	4500	4500

Tabela 8.8 - Lubrication intervals for cylindrical roller bearings - W40 line

	Frame		Poles	D.E. Bearing	Amount of grease (g)	50 Hz (h)	60 Hz (h)	N.D.E. Bearing	Amount of grease (g)	50 Hz (h)	60 Hz (h)
	IEC	NEMA									
Horizontal mounting Roller bearings	315G/F	5010/11	4 - 8	NU319	45	4500	4500	6314	27	4500	4500
	355 J/H	L5010/11	4 - 8	NU224	43	4500	4500	6218	24	4500	4500
	400 J/H	L5810/11	4 - 8	NU228	52	4500	3300	6220	31	4500	4500
	450 K/J	L6808/09	4 - 8	NU228	52	4500	3300	6220	31	4500	4500

For each increment of 15 °C above the bearing temperature, the relubrication intervals given in the Table must be halved. The relubrication interval of motors designed by the manufacturer for mounting in horizontal position, but installed in vertical position (with WEG authorization), must be halved.

For special applications, such as: high and low temperatures, aggressive environments, driven by frequency inverter (VFD - frequency inverter), etc., please contact WEG about the required amount of grease and the relubrication intervals.

8.2.1.1. Motor without grease fitting

Motors without grease fittings must be lubricated in accordance with the existing Maintenance Plan. Motor disassembly must be carried out as specified in Item 8.3. If motors are fitted with shielded bearings (for example, ZZ, DDU, 2RS, VV), these bearings must be replaced at the end of the grease service life.

8.2.1.2. Motor with grease fitting

To lubricate the bearings with the motor stopped, proceed as follows:

- Before lubricating, clean the grease nipple and immediate vicinity thoroughly;
- Lift grease inlet protection;
- Remove the grease outlet plug;
- Pump in approximately half of the total grease indicated on the motor nameplate and run the motor for about 1 (one) minute at rated speed;
- Switch-off the motor and pump in the remaining grease;
- Lower again the grease inlet protection and reinstall the grease outlet protection.

To grease the motor while running, proceed as follows:

- Before lubricating, clean the grease nipple and immediate vicinity thoroughly;
- Pump the total grease indicated on the motor nameplate;
- Lower again the grease inlet protection.



For lubrication, use only manual grease gun.

If Motors are provided with a spring device for grease removal, the grease excess must be removed by pulling the rod and cleaning the spring until the spring does not remove more grease.

8.2.1.3. Compatibility of the Mobil Polyrex EM grease with other greases

The Mobil Polyrex EM grease has a polyurea thickener and a mineral oil and it is not compatible with other greases.

If you need another type of grease, contact WEG.

It is not recommended to mix different types of greases. In such a case, clean the bearings and lubrication channels before applying new grease.

The used grease must have in its formulation corrosion and oxidation inhibitors.

8.2.2. Oil lubricated bearings

To change the oil of oil lubricated motor proceed as follows:

- Switch-off the motor;
- Remove threaded oil drain plug;
- Open the valve and drain the oil;
- Close the drain valve again;
- Reinstall the threaded oil drain plug;
- Fill-up with the type and amount of oil as specified on the nameplate;
- Check oil level. The oil level is OK when the lubricant can be viewed approximately in the center of the sight glass;
- Reinstall oil inlet plug;
- Check for oil leaks and ensure that all not used threaded plugs are closed with plugs.

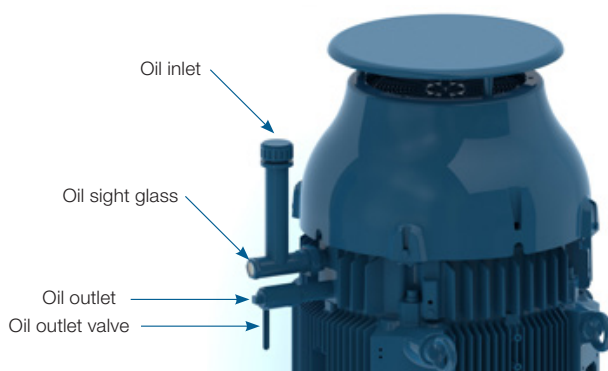


Figure 8.1 - Oil lubricated bearing - vertical mounting

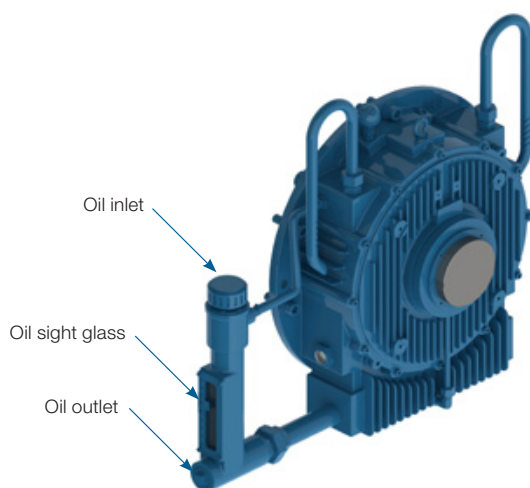


Figure 8.2 - Oil lubricated bearing - horizontal mounting

The bearing lubricating oil must be replaced as specified on the nameplate or whenever changes in the oil properties are noticed. The oil viscosity and pH must be checked periodically. The oil level must be checked every day and must be kept in the center of the sight glass.

Please contact WEG, when oils with different viscosities should be used.

Note:

The HGF vertical mounted motors with high axial thrust are supplied with grease lubricated DE-bearings and with oil lubricated NDE-bearings. The DE-bearings must be lubricated according to recommendations in item 8.2.1. Table 8.9 specifies the oil type and the amount of oil required for this motor lubrication.

Table 8.9 - Oil properties for HGF vertical mounted motors with high axial thrust

Mounting - high axial thrust	Frame		Poles	Bearing designation	Oil (liters)	Interval (h)	Lubricant	Lubricant specification
	IEC	NEMA						
	315L/A/B e 315C/D/E	5006/7/8T e 5009/10/11T						
	355L/A/B e 355C/D/E	5807/8/9T e 5810/11/12T						
	400L/A/B e 400C/D/E	6806/7/8T e 6809/10/11T						
	450	7006/10	4 - 8	29320	45			

8.2.3. Oil mist lubricated bearings

Check the service conditions of the seals and if replacement is required use only original components. Clean the seal components before assembly (bearing caps, end shields, etc.).

Apply joint sealant between the bearing caps and end shields. The joint sealant must be compatible with the used lubricating oil. Connect the oil lubricant tubes (oil inlet and oil outlet tubes and motor drain tube), as shown in Figure 6.12.

8.2.4. Sleeve bearings

The lubricating oil of sleeve bearings must be changed at the intervals specified in Table 8.10. To replace the oil, proceed as follows:

- NDE-bearing: remove the protection plate from the fan cover;
- Drain the oil through the drain hole located at the bottom of the bearing (see Figure 8.3);
- Close the oil drain hole;
- Remove the oil inlet plug;
- Fill the sleeve bearing with the specified oil and with the amount of oil specified in;
- Check the oil level and ensure it is kept close to the center of the sight glass;
- Install the oil inlet plug;
- Check for oil leaks.

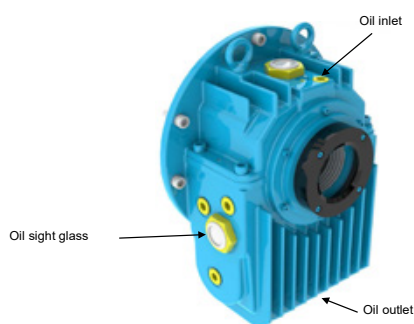


Figure 8.3 - Sleeve bearing

Table 8.10 - Oil properties for sleeve bearings

Frame		Poles	Bearing designation	Oil (liters)	Interval (h)	Lubricant	Lubricant specification
IEC	NEMA						
315	5000	2	9-80	2.8	8000	FUCHS Renolin DTA 10	ISO VG32 mineral oil with antifoam and antioxidant additives
355	5800						
400	6800						
450	7000						
315	5000	4 - 8	9-90	2.8	8000	FUCHS Renolin DTA 15	ISO VG46 mineral oil with antifoam and antioxidant additives
355	5800		9-100				
400	6800		11-110	4.7			
450	7000		11-125				
500	8000						

The lubricating oil must be replaced as specified on the nameplate or whenever changes on the oil properties are noticed. The oil viscosity and pH must be checked periodically. The oil level must be checked every day and kept in the center of the sight glass.

Please contact WEG, when oils with different viscosities are to be used.

8.3. MOTOR ASSEMBLY AND DISASSEMBLY



All repair services on motors should be always performed by qualified personnel and in accordance with the applicable laws and regulations in each country. Always use proper tools and devices for motor disassembly and assembly.



Disassembly and assembly services can be carried out only after the motor has been disconnected from the power supply and is completely stopped.

Dangerous voltages may be present at the motor terminals inside the terminal box since capacitors can retain electrical charge for long periods of time even when they are not connected directly to a power source or when space heaters are connected to the motor or when the motor windings are used as space heaters.

Dangerous voltages may be present at the motor terminals when they are driven by frequency inverter even when they are completely stopped.

Record the installation conditions such as terminal connection diagram, alignment / leveling conditions before starting the disassembly procedures. These records should be considered for later assembly.

Disassemble the motor carefully without causing scratches on machined surfaces or damaging the threads.

Assemble the motor on a flat surface ensuring a good support base. Footless motors must be fixed/locked on the base to prevent accidents.

Handle the motor carefully to not damage the insulated components such as windings, insulated rolling bearings, power cables etc..

Seal elements, such as joint seals and bearing seals should always be replaced when wear or damage is noticed.

Motors with degree of protection higher than IP55 are supplied with joint and screw seal Loctite 5923 (Henkel) Clean the components and apply a new coat of Loctite 5923 on the surfaces before assembly.

For the W50 and HGF motor lines provided with axial fans, the motor and the axial fan have different markings for indicating the direction of rotation for prevent incorrect assembly.

The axial fan must be assembled so that the indicative arrow for direction of rotation is always visible, viewing the non-drive end side. The marking indicated on the axial fan blade, CW for clockwise direction of rotation or CCW for counterclockwise direction of rotation, indicates the direction of rotation of the motor viewing the drive end side.

8.3.1. Terminal box

Proceed as follows to remove the terminal box cover and to disconnect/connect the power supply cables and the cables of the accessory devices:

- Ensure that during the screw removal the terminal box cover does not damage the components installed inside the terminal box;
- If the terminal box cover is fitted with lifting eyebolt, lift the terminal box cover always by its lift eyebolt;
- If motors are supplied with terminal blocks, ensure the correct tightening torque on the motor terminals as specified in Table 8.11;
- Ensure that the cables do not contact sharp edges;
- Ensure that the original IP degree of protection is not changed and is maintained as indicate on the motor nameplate. The power supply cables and the control cables must always be fitted with components (cable glands, conduits) that meet the applicable standards and regulations of each country;
- Ensure that the pressure relief device is in perfect operating condition, if provided. The seals in the terminal box must be in perfect condition for reuse and must be reinstalled correctly to ensure the specified degree of protection;
- Ensure the correct tightening torque for the securing bolts of the terminal box cover as specified in Table 8.11.

Table 8.11 - Tightening torque for the securing bolts [Nm]

Screw type and seal	M4	M5	M6	M8	M10	M12	M14	M16	M20
Hex bolt/hex socket bolt (rigid joint)	-	3,5 to 5	6 to 9	14 to 20	28 to 40	45 to 70	75 to 110	115 to 170	230 to 330
Combined slotted screw (rigid joint)	1,5 to 3	3 to 5	5 to 10	10 to 18	-	-	-	-	-
Hex bolt/hex socket bolt (flexible joint)	-	3 to 5	4 to 8	8 to 15	18 to 30	25 to 40	30 to 45	35 to 50	-
Combined slotted screw (flexible joint)	-	3 to 5	4 to 8	8 to 15	-	-	-	-	-
Terminal blocks	1 to 1,5	2 to 4 1)	4 to 6,5	6,5 to 9	10 to 18	15,5 to 30	-	30 to 50	-
Grounding terminals	1,5 to 3	3 to 5	5 to 10	10 to 18	28 to 40	45 to 70	-	115 to 170	

Note: 1) For 12-pin terminal block, apply the minimum torque of 1.5 Nm and maximum torque of 2.5 Nm.

8.4. DRYING THE STATOR WINDING INSULATION

Dismantle the motor completely. Remove the end shields, the rotor with the shaft, the fan cover, the fan and the terminal box before the wound stator with the frame is transferred to the oven for the drying process. Place the wound stator in the oven heated to max. 120 °C for two hours. For larger motors a longer drying time may be required. After the drying process has been concluded, allow the stator to cool to room temperature. Measure the insulation resistance again as described in item 5.4. Repeat the stator drying process if the required insulation resistance does not meet the values specified in Table 5.3. If the insulation resistance does not improve despite several drying processes, evaluate the causes of the insulation resistance drop carefully and an eventual replacement of the motor winding may be required. If in doubt contact WEG.



To prevent electrical shock, discharge the motor terminals immediately before, and after each measurement. If the motor is equipped with capacitors, these must be discharged before beginning any repair.



8.5. SPARE PARTS

When ordering spare parts, always provide complete motor designation, indicating the motor type, the code number and the serial number, which are stated on the motor nameplate.

Spare parts must always be purchased from WEG authorized Service Centers. The use of non-original spare parts can cause motor failure, performance drop and void the product warranty.

The spare parts must be stored in a clean, dry and properly ventilated room, with relative air humidity not exceeding 60%, with ambient temperature between 5 °C and 40 °C, free of dust, vibrations, gases, corrosive smokes and at constant temperature. The spare parts must be stored in their normal mounting position without placing other components onto them.

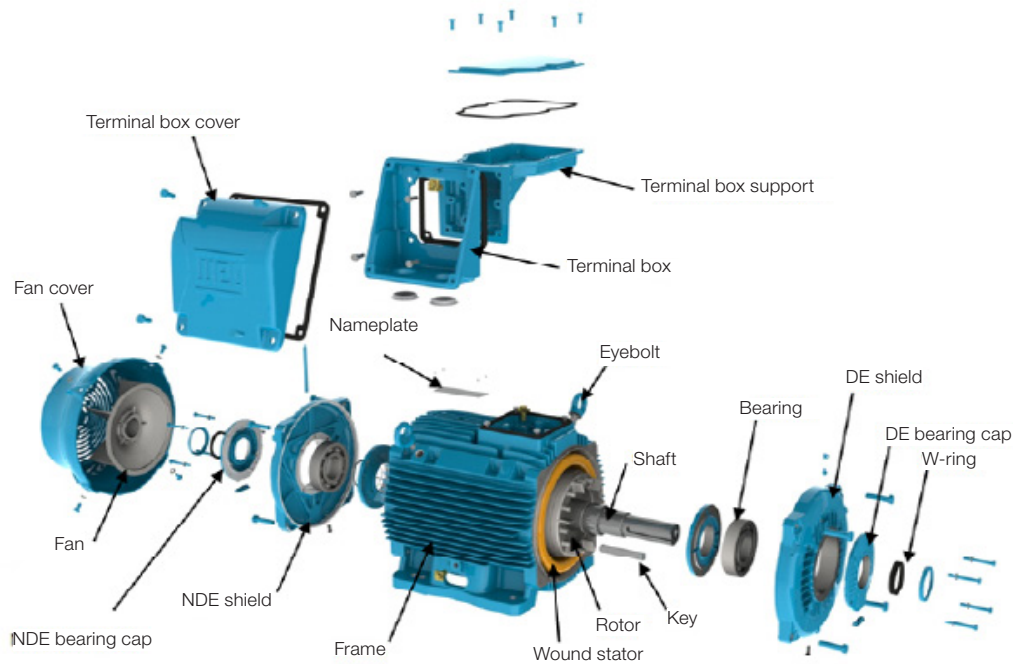


Figure 8.4 - Exploded view of the components of a W22 motor

9. ENVIRONMENTAL INFORMATION

9.1. PACKAGING

WEG electric motors are supplied in cardboard, plastic or wooden packaging. These materials can be recycled and must be disposed according to the applicable laws and regulations in each country. All wood used in the packaging of WEG motors come from the company reforestation program and is not submitted to any chemical conservation treatment.

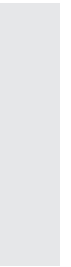
9.2. PRODUCT

Electric motors consist mainly of ferrous metals (steel plates and cast iron), non ferrous metals (copper and aluminum) and plastic materials.

In general, electric motors have relatively long service live. However when they must be discarded, WEG recommends to dismantle the motor, sort the different materials and send them for recycling.

No-recyclable materials should be disposed of at industrial landfills according to the applicable environmental laws and regulations in each country, or co-processed in cement kilns or incinerated.

The recycling service providers, the disposal in industrial landfills, the waste co-processing or the incineration process must be properly authorized by the state environment agency to carry out these activities.



10. TROUBLESHOOTING CHART X SOLUTIONS

This troubleshooting chart provides a basic list of problems that may occur during motor operation, possible causes and recommended corrective actions. In case of doubts, please contact WEG Service Center.

Problem	Possible cause	Corrective action
Motor does not start, neither coupled nor decoupled	Power cables are interrupted	Check the control panel and the motor power supply cables
	Blown fuses	Replace blown fuses
	Wrong motor connection	Correct the motor connection according to connection diagram
	Locked rotor	Check motor shaft to ensure that it rotates freely
The motor starts at no-load, but fails when load is applied. It starts very slowly and does not reach the rated speed	Load torque is too high during start-up	Do not start the motor on load
	Too high voltage drop in the power cables	Check the installation dimensioning (transformer, cable cross section, relays, circuit breakers, etc.)
Abnormal/excessive noise	Defective transmission component or defective driven machine	Check the transmission force, the coupling and the alignment
	Misaligned / unlevelled base	Align / level the motor with the driven machine
	Unbalanced components or unbalanced driven machine	Balance the machine set again
	Different balancing methods used for motor and coupling balancing (halve key, full key)	Balance the motor again
	Wrong motor direction of rotation	Reverse the direction of rotation
	Loose bolts	Retighten the bolts
	Foundation resonance	Check the foundation design
	Damaged bearings	Replace the bearings
Motor overheating	Insufficient cooling	Clean air inlet and outlet and cooling fins
		Check the minimum required distance between the fan cover and nearest walls. See item 7
		Check air temperature at inlet
	Overload	Measure motor current, evaluate motor application and if required, reduce the load
	Number of starts per hour is too high or the load inertia moment is too high	Reduce the number of starts per hour
	Power supply voltage too high	Check the motor power supply voltage. Power supply voltage must not exceed the tolerance specified in item 7.2
	Power supply voltage too low	Check the motor power supply voltage and the voltage drop. Power supply voltage must not exceed the tolerance specified in item 7.2
	Interrupted power supply	Check the connection of the power cables
	Voltage unbalance at the motor terminals	Check for blown fuses, wrong commands, voltage unbalance in the power line, phase fault or interrupted power cables
Bearing overheating	Excessive grease/oil	Clean the bearing and lubricate it according to the provided recommendations
	Grease/oil aging	
	The used grease/oil does not matches the specified one	
	Lack of grease/oil	Lubricate the bearing according to the provided recommendations
	Excessive axial or radial forces due to the belt tension	Reduce the belt tension
		Reduce the load applied to the motor

Regular City Council
**AGENDA ITEM
11.D.**



To: City Council
Subject: Resolution approving the city manager to execute a professional services agreement with DCS Engineers for engineering services for the Shiloh water pumping station expansion from 2.16 to 3.27 million gallons per day.
Meeting: Regular City Council - 05 Sep 2019
Department: Engineering
Staff Contact: Samuel Ray

BACKGROUND INFORMATION:

The city executed a professional services agreement with DCS Engineers for the development of plans and construction phase services for the Shiloh Pump Expansion from 2.16 to 3.27 MGD. In the process of developing the plans it was determined that the City desired to add a third pump to the Shiloh pump station. The addition of the 3rd pump would add a factor of safety and redundancy to the important pump station that supplies the majority of water to the City. The addition of the 3rd pump would also allow the pump station to maintain existing or better flow during the construction of the pump station expansion. Without the 3rd pump the capacity of the pump station would be reduced below acceptable levels for several days during construction.

FINANCIAL IMPACT:

The addition of the 3rd pump requires additional engineering work increasing the total cost of engineering from \$41,500 to \$55,000.

ATTACHMENTS:

[Resolution - Shiloh Pump Station Expansion - Engineering DCS](#)
[2019-04-23 DCS Engineering - Shiloh Pump Station Expansion](#)
[IPO 22A Additional Pump Engineering](#)
[Shiloh Pump Station Expansion Plans](#)
[Cost Summary](#)

RESOLUTION NO. R-

A RESOLUTION APPROVING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DCS ENGINEERS FOR ENGINEERING SERVICES FOR THE SHILOH WATER PUMPING STATION EXPANSION FROM 2.16 TO 3.27 MILLION GALLONS PER DAY.

WHEREAS, the City has a current professional services agreement with DCS Engineers for engineering services for the Shiloh pump station, and;

WHEREAS, the City determined that an additional pump would provide improved factor of safety for the main source of water to the city as well as providing adequate water supply during construction of pump station upgrades, and;

WHEREAS, the addition of a 3rd pump to the pump station requires additional engineering work;

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

The Hutto City Council hereby authorizes the City Manager to execute an addendum to a professional services agreement in an increase of \$13,500 bringing the total cost of professional engineering services to a total not to exceed \$55,000.

CONSIDERED and RESOLVED on this the **5th** day of **September, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary



CONTRACT/AGREEMENT APPROVAL & ROUTING FORM

Please attach this form to any Contract/Agreement Document requiring City Management approval/signature. Contracts and Agreements for Goods and Services must be submitted to the Purchasing Department prior to City Management Approval.

SUBMITTED BY:	MD Hossain	DEPARTMENT:	Public Works
VENDOR NAME:	DCS Engineering, LLC	VENDOR #:	11816
REQUESTED APPROVAL DATE:	04/24/2019	CONTRACT/AGREEMENT ID#:	IPO #22

DESCRIPTION OR SUMMARY OF ATTACHED DOCUMENTS

SHILOH PUMP STATION EXPANSION

REQUIRES CITY COUNCIL ACTION?	No	☐	Yes	☐	TENTATIVE COUNCIL AGENDA DATE:	
REQUIRES CITY ATTORNEY REVIEW/APPROVAL?	No	☒	Yes	☐	Comments:	
RESOLUTION/ORDINANCE REQUIRED OR ATTACHED?	No	☒	Yes	☐	Comments:	

FISCAL AND BUDGETARY IMPACT

Funding Source	Fund	Div	Dept	Object/Project	Total Contract Amount	Appropriation Current FY	Available FY Budget
Utility Fund Revenue	50	040	801	6661	\$41,500	\$310,000	\$6,403

Fiscal and Budgetary Comments: **Budget to be correct with an amendment**

Fiscal Review Signature

M. Keith Down

Date: 4-24-2019

AUTHORIZATIONS: Purchasing and CFO Approval is required prior to request for City Management's signatures. Other Signatures are required as authorized by purchasing guidelines and city policies.

Purchasing Signature	Printed Name	Date	Ext./Phone
<i>La'Mar Kemp</i>	La'Mar Kemp	4/24/19	4841
Requestor's or other Authorized Signature	Printed Name	Date	Ext./Phone
Director or Executive Director Signature	Printed Name	Date	Ext./Phone
<i>MD Hossain</i>	MD HOSSAIN	04/24/19	4038
ACM Signature	Printed Name	Date	Ext./Phone
City Manager Signature	Printed Name	Date	Ext./Phone
<i>Chris Jones</i>	Chris Jones	4/24/19	

INDIVIDUAL PROJECT ORDER NUMBER 22

Describing a specific agreement between DCS Engineering, LLC (the Consultant), and the City of Hutto, Texas (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 4, 2016, which is incorporated herein by reference. The work performed by DCS will be done confidentially at all times. No information will be shared or discussed with anyone other than the Client and the Client's specified interested parties unless prior authorization from the Client is received in writing by the Consultant.

Identification of Project: Shiloh Pumping Station Expansion from 2.16 mgd to 3.10 mgd

Specific Scope of Basic Services: Per your request, we have prepared this IPO to provide professional engineering services, construction administration, and construction management services for the City. The City desires to expand the capacity of the existing Shiloh Pumping Station at minimal cost since this will be a temporary operating condition while the permanent 5.7 mgd Shiloh Pumping Station is being designed and constructed in parallel with this project (anticipated to be on-line by July 1, 2021). Moreover, the City desires that the total construction cost not exceed \$260,000 under its existing emergency project with Advanced Water Well Technologies (AWWT); the design and subsequent construction work be completed by June 18, 2019; do not disrupt the City's ability to supply water to its customers; and coordinate with the ongoing Ground Storage Tank No. 2 construction activities at Shiloh Pumping Station. The existing pumping station capacity is 2.16 mgd via two 150 Hp pumps. The proposed pumping station capacity is 3.10 mgd via two 150 Hp pumps. These 150 Hp pumps will utilize all the available horsepower (at the proposed 172 psi operating pressure) across the pumping range but will not exceed 150 Hp at any time. The City will utilize AWWT and/or its subcontractors to perform the required modifications based on a design, drawings, and exhibits for the proposed modifications as engineered by DCS. DCS will also provide engineering guidance during the construction activities to AWWT and/or its subcontractors. Our proposed scope of services is outlined below:

1. Professional engineering services will be provided as defined by this scope of work. These services will not include items related to personnel or management issues. These items may include analyzing City's existing, proposed, or future infrastructure as it relates to this project.
2. The identified work will be further developed and defined as the conceptual design moves into a preliminary engineering phase and then into a final design. The work will be documented in construction documents including exhibits, specified materials, and construction sequence sealed by a State of Texas Licensed Engineer.
3. DCS will perform construction administration and construction management services for this project including guiding AWWT through the sequence of steps required to implement the project without disrupting water services, where needed.
4. Tasks may include but are not limited to:
 - a. Gathering data, compiling data, analyzing data, and reviewing information that is relevant to become familiar with the facility's information associated with engineering tasks.
 - b. Submit plans and specifications to TCEQ for review and approval per applicable regulations. TCEQ review times are presently taking 60 days per TCEQ. DCS will endeavor to have this review expedited. However, 60 days will be used in the schedule for this project.
 - c. Four site visits to the Shiloh Pumping Station site including: an initial site visit/inspection/measuring to create the construction documents and at the same site visit perform a preconstruction meeting with City Staff, AWWT, and subcontractors; one intermediate site visit during construction; one substantial completion site visit; and a final completion site visit.
 - d. Provide an Engineer's Concurrence for Final Completion certifying the project has been constructed per the plans and specifications for water service; and submit to TCEQ.
 - e. Provide guidance, recommendations, process analysis, and system analysis associated with the construction activities.
 - f. Coordinate with City operations staff including adjusting the pumping station operating settings.
 - g. Upon completion of work and at the final inspection site visit, perform a onetime pumping test using both pumps to pump for one hour to establish the actual rated capacity of the pumping station (anticipated to be 3.1 mgd or above) over a one hour duration. Efforts including coordination with City staff to confirm the Frame Switch site and Shiloh Pumping Station site flow meters have been recently calibrated as certified by a technician's written report.
 - h. Obtain survey and site plan used in the plans for Ground Storage Tank No. 2; and utilize in this project for the proposed pumping station and piping modifications.
 - i. Conduct meeting with AWWT and subcontractors at DCS's office to go over the scope of work and conceptual design so they can begin organizing themselves to perform the project including ordering materials and equipment which will be required for the project. Provide information to

- AWWT to order three proposed pumps and appurtenances after pump selection is finalized and notice to proceed. Obtain and review quote from AWWT, on behalf of the City, for the proposed work; and provide recommendation to City on accepting or declining.
- j. Design piping for removal and replacement to accommodate increased flows including isolation valves, heat tracing, insulation with weather jacket for freeze protection, surge anticipator and relief valve with piping, check valves, etc.
 - k. Coordinate with City for delivery and storage of third pump (spare) at City warehouse.
 - l. Coordinate pumping station construction activities with Ground Storage Tank construction activities with multiple Contractors on the site at one time.
 - m. Coordinate with City Staff for water supply via Jonah, Manville, or City storage tanks during brief shutdown periods (i.e. 4-6 hours) to accommodate the removal and replacement of the pumps and/or piping.
 - n. Coordinate with the City's SCADA programmer to modify the system to compare the totalized flows each day as measured by the Frame Switch flow meter and Shiloh Pumping Station flow meter; and compare the totalized flows measured at the well heads against the totalized flow enter the Shiloh Pumping Station's ground storage tank(s). Control logic to be provided to programmer by DCS including trending graphs to graphically display water accountable/water loss in the 26 mile transmission line; and well collection lines.
 - o. Review O&M manual from pump supplier.

Additional Services if required:

- Additional Services are those that are not currently anticipated to be a part of this Individual Project Order, but which could become necessary or desired at some time during the project. DCS shall perform Additional Services only as authorized to do so by the City. If the City requests Additional Services, DCS will prepare a specific scope and budget for the services requested for review and approval prior to initiating the services.

Schedule:

- The work outlined above shall commence after this agreement is signed by the City anticipated to be by April 26, 2019. Receipt of the signed IPO will act as our notice to proceed.
- We anticipate AWWT ordering the new pumps within one week after notice to proceed so that they are ready to be installed upon receipt of TCEQ's approval letter discussed below.
- The creation of the signed and sealed construction documents for submittal to TCEQ; and meeting with AWWT to review the scope of work will occur within two weeks after notice to proceed.
- The creation of the signed and sealed construction documents for use by the Contractor will occur within one month after notice to proceed. Upon completion of these documents, DCS will schedule and conduct a preconstruction meeting with the City, AWWT, and any subcontractors. The contractor will be able to install the new suction and discharge piping tied to the existing pumps at any time after receipt of the construction documents from DCS. However, the two new pumps will not be able to be installed until receipt of the approval letter from TCEQ on the pumping station capacity upgrade which is anticipated to be received 2.5 months after notice to proceed. The installation of the new pumps is anticipated to take two days of field work by the contractor. One pump will remain active while the work is being performed.
- DCS will work with the City to schedule the construction activities. DCS anticipates that all construction will be completed and the project closed three months after notice to proceed (i.e. by July 31, 2019).

Deliverables:

- DCS will deliver signed and sealed construction documents to the City (3 copies) and to AWWT (3 copies).

Terms of compensation:

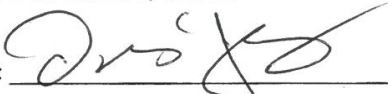
This total fee will not be exceeded by us without prior written approval from the City. A report will be supplied with each monthly invoice showing: staff member name, position, description of activity performed, hours charged with date, and hourly rate. In addition, certain out-of-pocket expenses, including plotting and reproduction, deliveries, automobile mileage, equipment rental, and travel expenses will be billed at a direct cost. We will invoice you monthly, and payment will be due within thirty (30) days after the invoice is received. DCS's liability to the Client for any cause or combination of causes is in the aggregate limited to an amount no greater than the fee earned under this agreement. We propose to bill our Project Managers and Mr. Darren Strozewski, P.E. at \$165/hour; Design Managers at \$125/hour; and Project Engineers at \$105 per hour. Other staff members will be billed separately per the below Standard Hourly Rate Table by Staff Category and utilized as needed. **Time and material fee not to exceed \$41,500.00.**

Standard Hourly Rate Table

Classification	Billing Rate		
Principal	\$215.00	-	\$275.00
Senior Project Manager	\$200.00	-	\$240.00
Project Manager	\$140.00	-	\$210.00
Design Manager	\$120.00	-	\$170.00
Senior Engineer	\$100.00	-	\$160.00
Project Engineer	\$90.00	-	\$140.00
CAD Manager	\$100.00	-	\$200.00
IT Manager	\$110.00	-	\$160.00
IT Technician	\$80.00	-	\$140.00
Senior Designer	\$90.00	-	\$160.00
Designer II	\$80.00	-	\$145.00
Designer I	\$70.00	-	\$125.00
Senior Computer Technician	\$70.00	-	\$140.00
Computer Technician II	\$50.00	-	\$125.00
Computer Technician I	\$40.00	-	\$110.00
Project Coordinator	\$45.00	-	\$110.00
Clerical	\$30.00	-	\$90.00
Document Control Clerk	\$30.00	-	\$90.00

ACCEPTED:

CITY OF HUTTO, TEXAS

BY: 

TITLE: City Manager

DATE: 4/24/19

DCS ENGINEERING, LLC

BY: 

TITLE: Principal

DATE: 4/23/19

INDIVIDUAL PROJECT ORDER NUMBER 22A

Describing a specific agreement between DCS Engineering, LLC (the Consultant), and the City of Hutto, Texas (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 4, 2016, which is incorporated herein by reference. The work performed by DCS will be done confidentially at all times. No information will be shared or discussed with anyone other than the Client and the Client's specified interested parties unless prior authorization from the Client is received in writing by the Consultant.

Identification of Project: Shiloh Pumping Station Expansion from 2.16 mgd to 3.27 mgd
DCS Project No: 20101408

Specific Scope of Basic Services: Per your request, we have prepared this IPO to provide professional engineering services, construction administration, and construction management services for the City. IPO Number 22A will act as an Addendum to IPO Number 22 for the additional effort to add a third permanent pump with piping and electrical equipment to the original design scope of work per the City's request. This amendment also includes submittal of the updated plans to TCEQ for their approval. The scope of work stipulated in IPO Number 22 applies in full and is not repeated here for brevity.

Additional Services if required:

- IPO Number 22 applies in full and is not repeated here for brevity.

Schedule:

- IPO Number 22 applies in full and is not repeated here for brevity.
- The low bidder is anticipated to be approved by City Council on August 1st and purchase order issued by the City on August 2nd.
- DCS will work with the contractor to schedule the construction activities. Per preliminary conversations with the contractor, approximately eight to ten weeks will be needed to complete the modifications to the two existing pumps and install the third pump. Based on this, DCS anticipates that all construction will be completed and the project closed in 2.5 months (i.e. by October 14, 2019).

Deliverables:

- DCS will deliver updated signed and sealed construction documents to the City (3 copies) and an electronic copy to the contractor.

Terms of compensation:

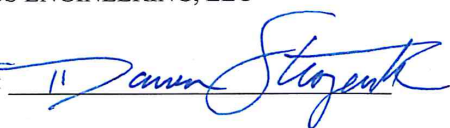
- IPO Number 22 applies in full and is not repeated here for brevity.
- **The time and material fee is hereby increased by \$13,500 for the design phase for a new total of \$55,000.** This fee is broken down into \$41,115 for design/collecting bids; and \$13,885 for construction management and construction phase services.

ACCEPTED:

CITY OF HUTTO, TEXAS

DCS ENGINEERING, LLC

BY: _____

BY: 

TITLE: _____

TITLE: Principal

DATE: _____

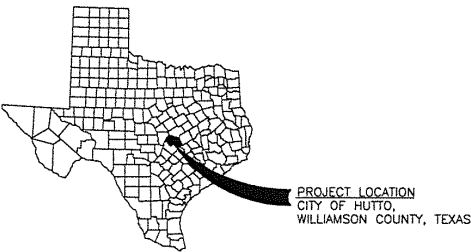
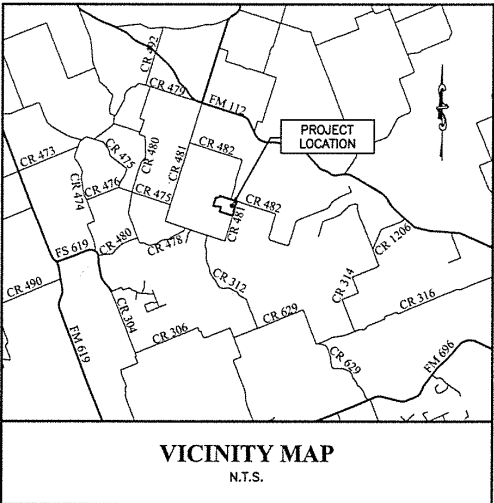
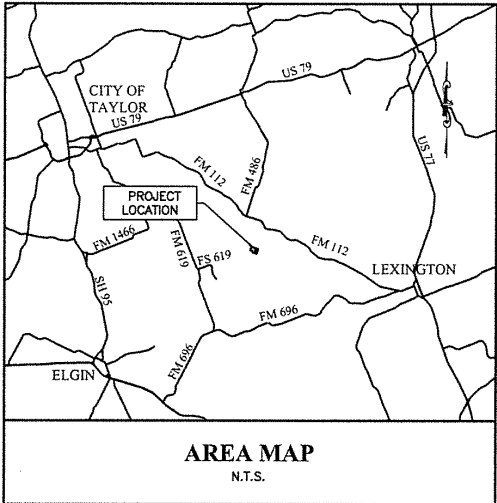
DATE: 7/27/19

CONTRACT DRAWINGS FOR
CITY OF HUTTO
SHILOH PUMP STATION
PUMP STATION EXPANSION FROM 2.16 MGD TO 3.27 MGD
WILLIAMSON COUNTY, TEXAS

JUNE 2019

DRAWING INDEX

- SERIES 000 - GENERAL
- 00G-01 COVER SHEET
 - 00G-02 ABBREVIATIONS
 - 00G-03 LEGEND AND SYMBOLOLOGY
 - 00C-01 CIVIL - DETAIL SHEET NO. 1
- SERIES 100 - SITE IMPROVEMENTS
- 01C-01 CIVIL - EXISTING SITE AND DEMOLITION PLAN
 - 01C-02 CIVIL - PROPOSED SITE PLAN
 - 01C-03 CIVIL - FUTURE SITE PLAN
- SERIES 200 - PUMP STATION MODIFICATIONS
- 02X-01 DEMOLITION - PUMP STATION PLAN
 - 02P-01 PROCESS - PUMP STATION PLAN



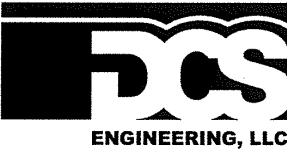
OVERHEAD ELECTRICAL LINES:

OVERHEAD LINES MAY EXIST ON THE PROPERTY. THE LOCATION OF OVERHEAD LINES HAS NOT BEEN SHOWN ON THESE DRAWINGS AS THE LINES ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH & SAFETY CODE FORBIDS ACTIVITIES THAT OCCUR IN CLOSE PROXIMITY TO HIGH VOLTAGE LINES, SPECIFICALLY:

- ANY ACTIVITY WHERE PERSON OR THINGS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES; AND
- OPERATING A CRANE, DERRICK, POWER SHOVEL, DRILLING RIG, PILE DRIVER, HOISTING EQUIPMENT, OR SIMILAR APPARATUS WITHIN 10 FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES.

PARTIES RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. ARRANGE FOR LINES TO BE TURNED OFF.

REV. NO.	DATE	DESCRIPTION	PROJECT MANAGER:	DCS
			DESIGNED BY:	BCB
			CHECKED BY:	RMM
			DRAWN BY:	MKS
			DCS PROJECT NO:	20101408

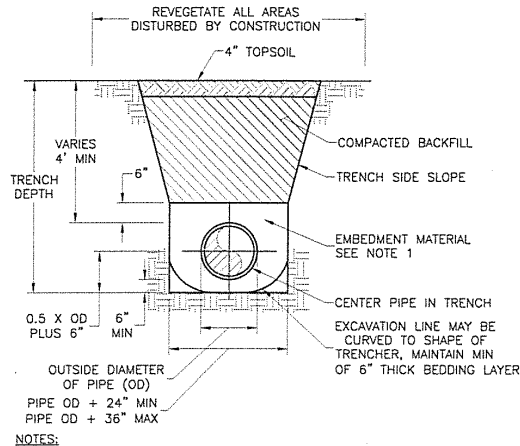


1101 S. Capital of Texas Highway,
Building G-100
Austin, Texas 78746
Phone (512) 614-6171 Fax (512) 284-8021
T.B.P.E. FIRM NO. F-13162



A/C	AIR CONDITIONING	CLG	CEILING	EXST	EXISTING	HYD	HYDRAULIC	NC	NORMALLY CLOSED	REF	REFERENCE	TOM	TOP OF MASONRY
A/E	ARCHITECT/ENGINEER	CLJ	CONTROL JOINT	EXP	EXPANSION, EXPOSED	HZ	HERTZ, CYCLES PER SECOND	NEG	NEGATIVE	REINF	REINFORCING	TOP	TOP OF PLATE
A	ARCHITECTURAL (DWG DISCIPLINE), AMP	CLKG	CAULKING	EXT	EXTERIOR, EXTERNAL, EXTENSION			NF	NEAR FACE, NON-FUSED	REM	REMOVE	TOPO	TOPOGRAPHY
AB	ANCHOR BOLT	CLR	CLEAR	F&B	FACE & BYPASS	I	INSTRUMENTATION (DWG DISCIPLINE)	NFV	NOT FIELD VERIFIED	REQD	REQUIRED	TOS	TOP OF SLAB, TOP OF STEEL
ABC	AGGREGATE BASE COURSE	CLS	CHLORINE SOLUTION	F TO F	FACE TO FACE	ID	INSIDE DIAMETER, INTERIOR DIMENSION	NG	NATURAL GROUND	RGL	RESILIENT	TP	TOP OF WALL
ABAN	ABANDON	CMH	COMMUNICATION MANHOLE	FAB	FABRICATE	IE	INVERT ELEVATION	NIC	NOT IN CONTRACT	RET	RETAINING, RETURN	TW	TOILET PARTITION, TELEPHONE POLE, TOE
AC	ALTERNATING CURRENT	CMU	CONCRETE MASONRY UNIT	FB	FLOOR BEAM	IF	INSIDE FACE	NO	NORMALLY OPEN, NUMBER	REV	REVISION, REVERSE	TPD	TOILET PAPER DISPENSER
ACK	ACKNOWLEDGE	CO	CLEAN OUT, CONCRETE OPENING	FBD	FIBERBOARD	IH	INTAKE HOOD	NOM	NOMINAL	RF	RESILIENT FLOORING	TPG	TOPPING
ACP	ACOUSTIC CEILING PANEL, ASPHALTIC CONCRETE PAVEMENT	COL	COLUMN	FBG	FIBERGLASS	IMP	IMPACT	NPS	NOMINAL PIPE SIZE	RFG	ROOFING	TR	TRANSOM
ACST	ACOUSTIC	COM	COMMON	FBM	BOARD FOOT MEASURE	IN	INCH	NPW	NON-POTABLE WATER	RFL	REFLECTED, REFLECTOR	TRANS	TRANSITION
AD	ADDENDUM, AREA DRAIN	COMB	COMBINATION	FBO	FURNISHED BY OWNER	INC	INCLUDE, INCANDESCENT	NPT	NATIONAL PIPE THREAD	RGS	RIGID GALVANIZED STEEL	TRD	TRENCH DRAIN
ADL	ADDITIONAL	COMP	COMPOSITION, COMPRESSIBLE, COMPOSITE	FC	FLUSHING CONNECTION, FERRIC CHLORIDE	INF	INFLUENT	NS	NEAR SIDE	RGS-PVC	PVC COATED RGS	TYP	THICKENED SLUDGE
ADH	ADHESIVE	CONC	CONCENTRIC, CONCRETE	FCA	FLANGED COUPLING ADAPTER	INSTR	INSTRUMENTATION	NWL	NORMAL WATER LEVEL	RH	RELIEF HOOD, RIGHT HAND, RELATIVE HUMIDITY		
ADJ	ADJUSTABLE, ADJACENT	CONN	CONNECTION	FD	FLOOR DRAIN	INT	INTERIOR, INTERSECTION	O TO O	OUT-TO-OUT	RL	REQUIRED LAP	U	URNAL
AF	AMP FRAME, AMP FUSE	CONST	CONSTRUCTION	FDC	FLEXIBLE DUCT CONNECTION	INTR	INTERMEDIATE, INTERIOR	OA	OUTSIDE AIR, OVERALL	RLFA	RELIEF AIR	UG	UNDERGROUND
AFF	ABOVE FINISH FLOOR	CONT	CONTINUOUS	FDR	FEEDER	INV	INVERT	OC	ON CENTER	RND	ROUND	ULT	ULTIMATE
AFG	ABOVE FINISH GRADE	COORD	COORDINATE	FE	FLANGED END, FILTERED EFFLUENT	IPS	IRON PIPE SIZE	OC	OVER CURRENT PROTECTION DEVICE	RNG	ROUGH OPENING	UNFN	UNFINISHED
AGGR	AGGREGATE	CORR	CORROSIVE, CORRUGATED	FEC	FIRE EXTINGUISHER CABINET	IPT	INTERNAL PIPE THREAD	OD	OUTSIDE DIAMETER	ROW	RIGHT OF WAY	UNO	UNLESS NOTED OTHERWISE
AI	AREA INLET	CP	CHECKER PLATE, CONTROL POINT	FES	FLARED END SECTION	IRR	IRRIGATION	OED	OPEN END DUCT	RPM	REVOLUTIONS PER MINUTE	UTIL	UTILITY
AIC	AMPS INTERRUPTING CAPACITY	CPLG	COUPLING	FEXT	FIRE EXTINGUISHER	ISO	ISOMETRIC	OF	OUTSIDE FACE, OFFICE FURNISHING	RR	RAILROAD	V	VENT, VELOCITY, VOLT
ALIG	ALIGNMENT	CPVC	POLYVINYL CHLORIDE	FF	FAR FACE, FACTORY FINISH, FLAT FACE, FINISH FLOOR	JB	JUNCTION BOX	OG	ORIGINAL GROUND	RS	RAW SEWAGE	VA	VOLT AMPERE
ALUM	ALUMINUM	CRL	CORROSION RESISTANT LINING	FG	FINISHED GRADE	JCT	JUNCTION	OH	OVERHEAD	RSG	ROUND SLIDE GATE	VAC	VACUUM
ALT	ALTERNATE, ALTITUDE	CS	CHLORINE SOLUTION	FIG	FIGURE	JF	JOINT FILLER	OHP	OVERHEAD POWER	RSP	ROCK SLOPE PROTECTION	VAR	VARNISH, VARIABLE, VOLT AMPERES REACTIVE
AM	ACOUSTICAL MATERIAL	CSC	COMPRESSION SLEEVE COUPLING	FH	FIRE HYDRANT	JST	JOIST	OPNG	OPENING	RT	RIGHT	VB	VAPOR BARRIER, VINYL BASE, VALVE BOX
AMB	AMBIENT	CSK	COUNTERSINK	FIN	FINISH	JT	JOINT	OPP	OPPOSITE	RVT	RESILIENT VINYL TILE	VC	VERTICAL CURVE
ANC	ANCHOR	CSS	CLINIC SERVICE SINK	FJT	FLUSH JOINT	K	KIP	ORD	OVERFLOW ROOF DRAIN	RW	RECLAIMED WATER LINE	VCT	VINYL COMPOSITION TILE, VERTICAL CENTERLINE
AP	ACCESS PANEL	CTR	CENTER	FL	FLOW, FLOW LINE	KB	KNEE BRACE	OR	OUTSIDE RADIUS	RWL	RE-USE WATER LINE	VEL	VELOCITY
APRX	APPROXIMATE	CTRL	CONTROL	FLEX	FLEXIBLE	KCMIL	THOUSAND CIRCULAR MILS	ORD	ORIGINAL	S	SOUTH, SINK, STRUCTURAL (DWG)	VENT	VENTILATION
APVD	APPROVED	CVAC	CHLORINE VACUUM	FLG	FLANGE	KD	KNOCK DOWN	OUT	OUTFALL	SA	SUPPLY AIR	VG	VERTICAL GRAIN
ARCH	ARCHITECTURAL	CVT	CULVERT	FLR	FLOOR	KO	KNOCK OUT	OVFL	OVERFLOW	SAMU	SOUND ABSORBING MASONRY UNIT	VIF	VERIFY IN FIELD
ARY	AIR RELEASE VALVE	CW	CLOCKWISE	FLS	FLASHING, FLUSH	KSI	KIPS PER SQUARE INCH	OVHG	OVERHANG	SAN	SANITARY	VIN	VINYL
ASSY	ASSEMBLY	CY	CUBIC YARD	FO	FINISHED OPENING, FIBER OPTIC	L	ANGLE, LENGTH, LAVATORY	OZ	OUNCE	SB	SPLASH BLOCK, SODIUM BISULFATE	VS	VERSES, VAPOR SEAL
AT	AMP TRIP	d	PENNY (NAIL MEASURE)	FN	FENCE	LAD	LADDER	P	PAINT, PROCESS (DWG DISCIPLINE)	SC	SOLID CORE, SCUM	VOL	VOLUME
ATC	ACOUSTICAL TILE CEILING	D	DEEP, DIFFUSER	FOB	FLAT ON BOTTOM	LAM	LAMINATE	PA	PUBLIC ADDRESS, PRESSURIZED AIR	SCBA	SELF CONTAINED BREATHING APPARATUS	VPC	VERTICAL POINT OF CURVATURE
ATM	ATMOSPHERE	DB	DUCT BANK, DECIBEL, DRY BULB	FOC	FACE OF CONCRETE, FACE OF CURB	LATL	LATERAL	PAR	PARALLEL, PARAPET	SCH	SCHEDULE	VPI	VERTICAL POINT OF INTERSECTION
AUTO	AUTOMATIC	DBA	DEFORMED BAR ANCHOR	FOF	FACE OF FINISH	LB	LAG BOLT, POUND	PB	PANIC BAR, PULL BOX	SCHM	SCHEMATIC	VPT	VERTICAL POINT OF TANGENCY
AUX	AUXILIARY	DEBL	DOUBLE	FOM	FACE OF MASONRY	LCTB	LIQUID CHALK, TACK BOARD	PBD	PARTICLE BOARD	SCN	SCREEN	VTR	VENT THROUGH ROOF
AVE	AVENUE	DC	DIRECT CURRENT	FOS	FACE OF STUDS	LDG	LANDING	PC	POINT OF CURVE, PIECE, PRECAST	SE	STEEL/ALUMINUM EDGE	VWC	VINYL WALL COVERING
AVG	AVERAGE	DE	DECANT	FOT	FLAT ON TOP	LDR	LEADER	PCC	POINT OF COMPOUND CURVATURE	SEC	SECONDARY, SECONDS	W/	WITH
AWG	AMERICAN WIRE GAGE	DEG	DEGREE	FPT	FEMALE PIPE THREAD	LE	LIFTING EYE	PCF	POUNDS PER CUBIC FOOT	SECT	SECTION	W/O	WITHOUT
AWT	ACOUSTICAL WALL TILE	DEG C	DEGREE CENTIGRADE	FR	FRAME	LF	LINEAR FOOT	PE	PLAIN END	SEP	SEPARATE	W	WATT, WEST, WIDE, WINDOW, WIRE, WIDE
B/B	BACK TO BACK	DEG F	DEGREE FAHRENHEIT	FRP	FIBERGLASS REINFORCED PLASTIC	LG	LONG	PED	PEDESTAL	SEW	SEWER	WF	WIRE GLASS, WATER GAGE, WEIR GATE
BAL	BALANCE	DEMO	DEMOLITION	FRM	FIRE RETARDANT TREATED MATERIAL	LH	LEFT HAND	PEN	PENETRATION	SF	SQUARE FOOT	WH	WALL HYDRANT, WEEP HOLE
BBB	BULLETIN BOARD	DEP	DEPRESSED	FS	FLOOR SINK, FAR SIDE	LIN	LINEAR	PERF	PERFORATED	SG	SHEET GLASS, SEALANT GROOVE SLIDE GATE	WI	WROUGHT IRON
BC	BASE CABINET, BOTTOM CHORD, BOLT CENTER, BOLT CIRCLE	DEPT	DEPARTMENT	FT	FEET, FOOT	LIQ	LIQUID	PERM	PERMANENT	SH	SHOWER, SUCTION HEADER	WL	WATER LEVEL, POTABLE WATERLINE
BD	BOARD	DET	DETAIL	FTG	FOOTING, FITTING	LLV	LONG LEG VERTICAL	PERP	PERPENDICULAR	SHT	SHEET	WLD	WELDED
BE	BOTH ENDS, BELL END	DH	DISCHARGE HEADER	FUR	FURRED, FURRING	LLU	LONG LEG VERTICAL	PF	POWER FACTOR	SHTG	SHEATHING	WM	WIRE MESH
BF	BOTH FACES, BOTTOM FACE, BLIND FLANGE, BOARD FEET	DIA	DROP INLET, DUCTILE IRON	FURN	FURNITURE, FURNISH	LMLU	LIQUID MARKER LECTURE UNIT	PFMU	PREFAB MASONRY UNIT	SIL	SILENCE	WP	WATERPROOF, WORKING POINT, WASTE PIPE
BITUM	BITUMINOUS	DIA	DIAMETER	FUT	FUTURE	LNG	LONGITUDINAL	PFS	POLYMER FEED SOLUTION	SIM	SIMILAR	WHP	WEATHERPROOF
BKG	BACKING	DIFF	DIFFERENTIAL, DIFFERENCE	FV	FACE VELOCITY	LOC	LOCATION	PH	PHASE	SL	SLUDGE LINE	WS	WATERSTOP, WATER SURFACE
BL	BASE LINE	DIM	DIMENSION	FW	FIELD WELD, FIRE WALL	LPC	LOW POINT, LIGHT POLE	PI	POINT OF INTERSECTION	SLTD	SLOTTED	WSC	WAINSCOT
BLDG	BUILDING	DISC	DISCHARGE	FWD	FORWARD	LPA	LOW PRESSURE AIR	PKG	PACKAGE	SLV	SLEEVE	WT	WEIGHT, WATER TIGHT
BLK	BLOCK	DIST	DISTANCE, DISTRIBUTION	FWE	FURNISHED WITH EQUIPMENT	LPS	LOW PRESSURE SODIUM	PL	PLATE, PROPERTY LINE	SMLS	SEAMLESS	WW	SANITARY SEWER
BLKG	BLOCKING	DIV	DIVISION	FXTR	FIXTURE	LR	LONG RADIUS	PLAS	PLASTER	SN	SUPERNATANT	WWF	WELDED WIRE FABRIC
BM	BENCHMARK, BEAM	DL	DEAD LOAD	G	GRILLE, GROUND, GENERAL (DWG DISCIPLINE)	LT	LEFT	PLAT	PLATFORM	SOG	SLAB ON GRADE	XP	EXPLOSION PROOF
BOD	BACK OF CURB	DMJ	DOUBLE MECHANICAL JOINT	GA	GAGE (METAL THICKNESS)	LTD	LIMITED	PLB	PLUMBING	SP	SOUNDPROOF, STANDPIPE	XS	EXTRA STRONG
BOG	BOTTOM OF DUCT	DMPF	DAMP PROOFING	GAL	GALLON	LTG	LIGHTING	PLF	POUNDS PER LINEAR FOOT	SPA	SPACING	XSECT	CROSS SECTION
BOL	BOTTOM OF LOUVER	DN	DOWN	GALV	GALVANIZED	LTL	LINTEL	PLY	POLYPHOSPHATE	SPEC	SPECIFICATION		
BOP	BOTTOM OF PIPE	DO	DISSOLVED OXYGEN, DITTO	GB	GRAB BAR, GRADE BREAK	LTNG	LIGHTNING	PNU	PNEUMATIC	SPLY	SUPPLY		
BOR	BOTTOM OF REGISTER	DP	DEPTH	GC	GROOVED COUPLING	LTV	LOW VOLTAGE	POL	POLISH	SPST	SINGLE POLE SINGLE THROW		
BOT	BOTTOM	DPDT	DOUBLE POLE, DOUBLE THROW	GD	GUARD	LVR	LOUVER	POS	POSITIVE, POSITION	SPT	SET POINT		
BOU	BOTTOM OF UNIT	DPST	DOUBLE POLE, SINGLE THROW	GEN	GENERAL	LW	LIGHTWEIGHT	PP	POLYPROPYLENE, POWER POLE	SQ	SQUARE		
BP	BASE PLATE	DRAIN	DRAIN	GFCI	GROUND FAULT CIRCUIT INTERRUPTER	LWC	LIGHTWEIGHT CONCRETE	PRC	POINT OF REVERSE CURVATURE	SR	SHORT RADIUS		
BRG	BEARING	DR	DOWN SPOUT	GFMU	GROUND FACE MASONRY UNIT	LWL	LOW WATER LEVEL	PREF	PREFINISHED	SS	SERVICE SINK		
BRKP	BEARING PLATE	DT	DOUBLE TEE, DRIP TRAP ASSEMBLY	GG	GUTTER GRADE	M	MECHANICAL (DWG DISCIPLINE)	PREFAB	PREFABRICATED	SST	STAINLESS STEEL		
BRKT	BRACKET	DUP	DUPLICATE	GJ	GROOVED JOINT	MA	MIXED AIR	PRELIM	PRELIMINARY	ST	STREET		
BS	BOTH SIDES	DWG	DRAWING	GL	GLASS	MACH	MACHINED	PREP	PREPARE	STA	STATION		
BTU	BRITISH THERMAL UNIT	DWL	DOWEL	GLB	GLASS BLOCK	MAINT	MAINTENANCE	PRES	PRESSURE	STD	STANDARD		
BTW	BETWEEN	DWR	DRAWER	GND	GROUND	MAN	MANUAL	PRI	PRIMARY	STIF	STIFFENER		
BTWLD	BUTT WELD	E	EAST, ELECTRICAL (DWG DISCIPLINE)	GRP	GRADE	MATL	MATERIAL	PROP	PROPERTY	STIR	STIRRUP		
BU	BELL UP, BUILT UP	EA	EACH, EXHAUST AIR	GRG	GRATING	MAX	MAXIMUM	PS	PIPE SUPPORT	STL	STEEL		
BUR	BUILT-UP ROOFING	EC	ELECTRICAL CONTRACTOR	GST	GROUND STORAGE TANK	MB	MACHINE BOLT	PSF	POUNDS PER SQUARE FOOT	STM	STORM		
BV	BALL VALVE	ECC	ECCENTRIC	GT	GREASE TRAP	MC	MECHANICAL CONTRACTOR, MECHANICAL COUPLING	PSI	POUNDS PER SQUARE INCH	STOR	STORAGE		
BW	BOTH WAYS, BACKWASH (SLUDGE)	ED	EQUIPMENT DRAIN	GVL	GRAVEL	MCB	METAL CORNER BEAD	PSIA	POUNDS PER SQUARE INCH ABSOLUTE	STR	STRUCTURAL, STRAIGHT		
BWP	BACKWASH PIPE	EE	EACH END	GWB	GYP	MCJ	MODIFIED DOUBLE MECHANICAL JOINT	PSIG	POUNDS PER SQUARE INCH GAGE	SUB	SUBSTITUTE		
BYP	BYPASS	EFF	EFFLUENT, EFFICIENCY	GYP	GYP	MDWJ	MODIFIED DOUBLE MECHANICAL JOINT	PST	PRESTRESSED	SUC	SUCTION		
C TO C	CENTER TO CENTER	EHH	ELECTRICAL HANDHOLE	H	HIGH	MECH	MECHANICAL	PT	POINT, POINT OF TANGENCY	SUSP	SUSPENDED		
C&G	CURB & GUTTER	EIFS	EXTERIOR INSULATION & FINISH SYSTEM	HB	HOSE BIB	MED	MEDIUM	PTN	PARTITION	SWD	SIDEWATER DEPTH		
C	CHANNEL SHAPE, CENTIGRADE, CONDUIT, CIVIL (DRAWING DISCIPLINE)	EJ	EXPANSION JOINT	HBD	HARDBOARD	MFR	MANUFACTURER	PV	PLUG VALVE	SY</			

Page 911 of 918

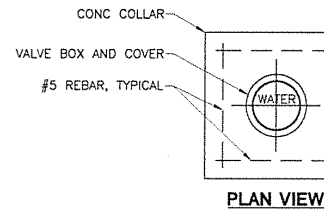


- NOTES:
- ASTM C33, GRADATION 67 (3/4 IN TO NO. 8 SIEVE) DEFINED BELOW:
SIEVE SIZE: 1 IN 3/4 IN 3/8 IN NO. 4 NO. 8
PERCENT PASSING BY WEIGHT: 100 90-100 20-55 0-10 0-5
1) WELL GRADED CRUSHED GRAVEL OR.
2) WELL GRADED GRAVEL.

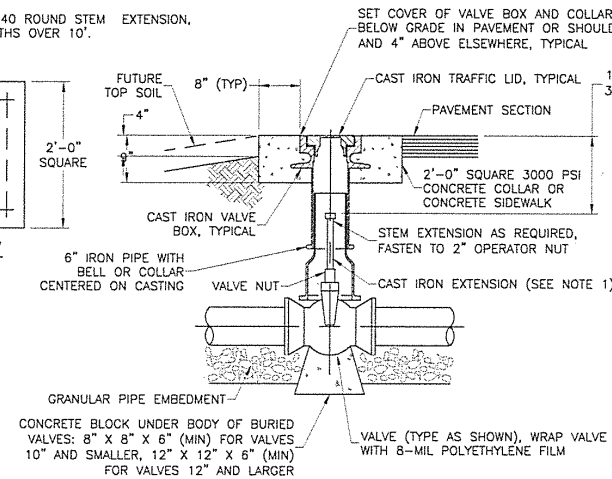
TYPICAL PIPE EMBEDMENT DETAIL (1)
N.T.S.

NOTES:

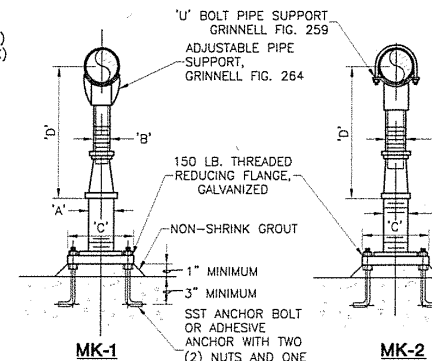
- WELD SOCKET 2 1/2" X 2" DEEP TO 1" SCH. 40 ROUND STEM EXTENSION, FITTED ON OPERATING NUT, SCH. 80 FOR LENGTHS OVER 10'.



PLAN VIEW



BURIED VALVE DETAIL (2)
N.T.S.



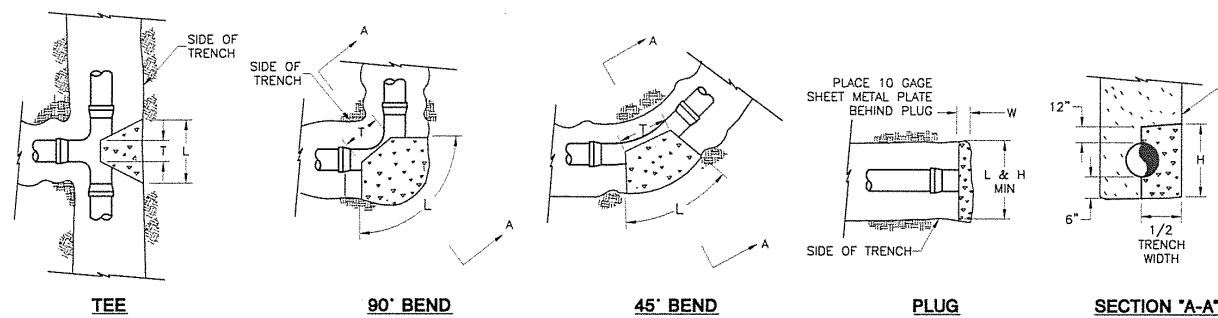
ADJUSTABLE STANCHION DETAILS (3)
N.T.S.

ADJUSTABLE PIPE SUPPORT APPROXIMATE DIMENSIONS IN INCHES					
PIPE SIZE	'A'	'B'	'C'	'D' MINIMUM	'D' MAXIMUM
4	3	2-1/2	9	10-1/4	14
6	3	2-1/2	9	11-5/8	15-1/4
8	3	2-1/2	9	13-5/8	16-1/2
10	3	2-1/2	9	14-5/8	18-1/4
12	3	2-1/2	9	15-5/8	19-3/4
14	4	3	11	18-7/8	20-3/4
16	4	3	11	19-7/8	22-1/4
18	6	3-1/2	13-1/2	21-1/4	24
20	6	3-1/2	13-1/2	23-1/4	25-1/2
24	6	4	13-1/2	25-1/2	28-1/4
30	6	4	13-1/2	29-5/8	31-1/2
36	6	4	13-1/2	32-5/8	34-3/4

* PER MANUFACTURER'S RECOMMENDATION

NOTES:

- GALVANIZE ALL PARTS AFTER FABRICATION.
- USE FOR PIPE LOCATED LESS THAN 3 FT FROM FLOOR, UNLESS NOTED OTHERWISE.
- PROVIDE MK-2 FOR PIPE 6 IN AND LARGER.



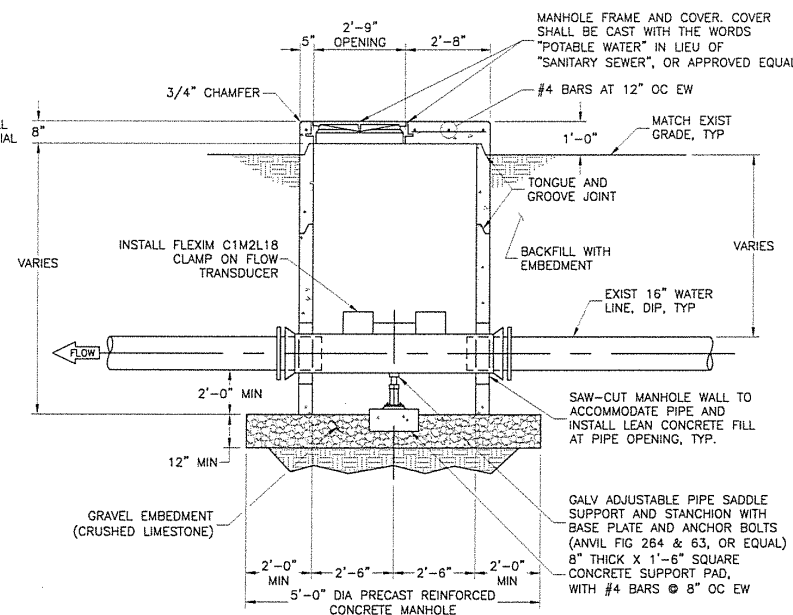
THRUST BLOCK DETAIL (4)
N.T.S.

NOTES:

- DEPTH "W" MAY BE GREATER THAN SPECIFIED TO ALLOW WORKING SPACE.
- BLOCKING MUST BE PLACED AGAINST UNDISTURBED EARTH.
- CLASS OF CONCRETE FOR THRUST BLOCKS AND PLUGS SHALL BE LEAN CONCRETE.
- DIMENSIONS SHOWN ARE BASED ON 3,000 LBS. PER SQ. FT. ALLOWABLE SOIL STRESS AND 100 LBS. PER SQ. IN. WATER PRESSURE; FOR OTHER DESIGN CONDITIONS MULTIPLY DIMENSIONS "L" AND "H" BY APPROPRIATE FACTOR FROM TABLE I.

TABLE I						
MAX. WATER PRESSURE P.S.I.G.	CORRECTION FACTORS FOR ALLOWABLE SOIL STRESS SHOWN					
	1,000 LB/SF	2,000 LB/SF	3,000 LB/SF	4,000 LB/SF	5,000 LB/SF	10,000 LB/SF
75	1.50	1.06	0.87	0.75	0.67	0.48
100	1.73	1.22	1.00	0.87	0.77	0.55
150	2.12	1.50	1.22	1.06	0.95	0.67
200	2.45	1.73	1.41	1.22	1.10	0.77

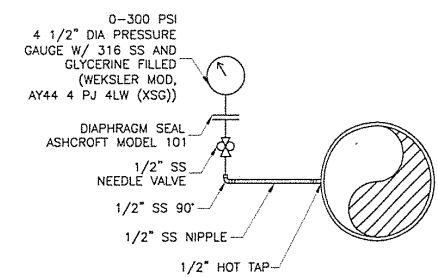
BLOCKING DIMENSION IN INCHES												
NOMINAL PIPE SIZE	90° BEND			45° BEND			TEE			PLUG		
	W	L	H	W	L	H	W	L	H	W	L	H
2"	4	8	3	6	4	6	2	4	4	5	3	4
3"	5	10	5	8	5	9	3	7	5	9	4	7
4"	6	12	8	10	6	10	5	8	6	10	6	8
6"	8	16	12	14	8	13	8	12	8	15	9	12
8"	10	21	16	18	10	15	12	13	10	20	12	16
10"	12	27	20	22	12	20	15	16	12	24	16	18
12"	12	32	24	22	12	23	18	18	12	27	20	22
14"	12	40	28	30	12	28	20	22	12	34	22	28
16"	16	50	28	31	16	34	22	30	16	40	24	32
18"	18	58	30	36	18	40	24	36	18	44	26	34
20"	20	67	32	50	20	45	26	40	20	50	30	48
24"	24	86	56	54	24	60	28	54	24	60	36	52
30"	30	100	48	60	30	72	36	60	30	72	48	58



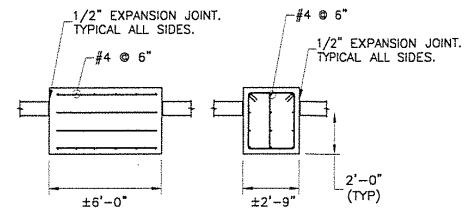
NOTES:

- POLYETHYLENE WRAP ALL DUCTILE IRON PIPING THAT IS INSTALLED IN CONTACT WITH SOIL.
- ALL PROPOSED PIPING, VALVES, AND APPURTENANCES SHALL BE RATED FOR A WORKING PRESSURE OF 250 PSI.
- MANUFACTURE CONCRETE COVER PER ASTM C478, WITH 5000 PSI CONCRETE, TRAFFIC BEARING DESIGN, AND O-RING JOINT PER ASTM C443.
- THE CONTRACTOR SHALL NOT OPERATE ANY EXISTING SYSTEM ISOLATION VALVES. CONTACT THE CITY FOR OPERATION OF ANY VALVES.
- THE CONTRACTOR SHALL RESTORE ALL WORK SITES TO EQUAL OR BETTER THAN EXISTING CONDITIONS UPON COMPLETION OF WORK AND IN ACCORDANCE WITH THE SPECIFICATIONS.
- WATER SERVICE SHALL BE MAINTAINED TO ALL SERVICE CONNECTIONS WHILE WORK IS BEING PERFORMED. THE CONTRACTOR SHALL COORDINATE WITH THE CITY.

STRAP-ON FLOW METER VAULT DETAIL (5)
N.T.S.

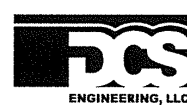


PRESSURE GAUGE ASSEMBLY (6)
N.T.S.



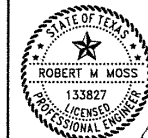
PUMP NO. 3 PEDESTAL (7)
N.T.S.

REV. NO.	DATE	DESCRIPTION	PROJECT MANAGER:	DCS
			DESIGNED BY:	BCB
			CHECKED BY:	RMM
			DRAWN BY:	CSC
			DCS PROJECT NO:	20101408



DCS ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS
HIGHWAY, BUILDING G-100
AUSTIN, TX 78746
TEL: (512) 614-6171
FAX: (512) 284-8021
T.B.P.E. FIRM NO. F-13162

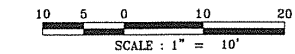
CITY OF HUTTO
SHILOH PUMP STATION EXPANSION
FROM 2.16 MGD TO 3.27 MGD



6/20/19
[Signature]

GENERAL
CIVIL - DETAIL SHEET NO. 1

DATE: JUNE 2019
SCALE: AS NOTED
DRAWING: 00C-01



- NOTES:**
1. REFER TO DWG Q2P-01 FOR ADDITIONAL DEMOLITION INFORMATION.
 2. COORDINATE SEQUENCE OF ALL PROP DEMOLITION AND MODIFICATIONS TO EXIST PUMP STATION AND PIPING WITH APPROVED CONSTRUCTION SEQUENCE PLAN. PLAN SHALL BE SUBMITTED BY CONTRACTOR TO ENGINEER FOR APPROVAL.
 3. MAINTAIN SITE SECURITY AT ALL TIMES VIA PERMANENT OR TEMPORARY FENCING.
 4. CONTRACTOR SHALL FIELD VERIFY LOCATION OF EXISTING PIPING AND OTHER UNDERGROUND CONFLICTS FOR PROPOSED BENDS AND FITTINGS PRIOR TO CONSTRUCTION.
 5. CONTRACTOR TO MAINTAIN WATER SUPPLY TO CHLORINATORS WITH TEMPORARY EQUIPMENT DURING CONSTRUCTION.

KEY NOTES:

- 1 TWO PUMPS SHALL REMAIN IN SERVICE AT ALL TIMES. CONTRACTOR SHALL COORDINATE ALL PLANNED PUMPING DISRUPTIONS WITH THE ENGINEER. CONTRACTOR SHALL COORDINATE WITH ENGINEER TO ENSURE THAT ALL THE GROUND AND GROUND WATER STORAGE TANKS ARE FULL PRIOR TO PUMPING DISRUPTIONS. ENGINEER WILL COORDINATE WITH MANVILLE WATER SUPPLY CORP., JONAH CORP WATER SPECIAL UTILITY DISTRICT, AND THE CITY OF TAYLOR TO ENSURE WATER DEMANDS WILL BE MET DURING PUMPING DISRUPTIONS. SERVICE PUMP SHALL NOT BE OUT OF SERVICE FOR MORE THAN 4 DAYS.

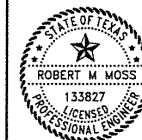
REV. NO.	DATE	DESCRIPTION	PROJECT MANAGER:	DCS
			DESIGNED BY:	BCB
			CHECKED BY:	RMM
			DRAWN BY:	MKS
			DCS PROJECT NO:	20101408



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CITY OF HUTTO

SHILOH PUMP STATION EXPANSION
FROM 2.16 MGD TO 3.27 MGD

6/20/10

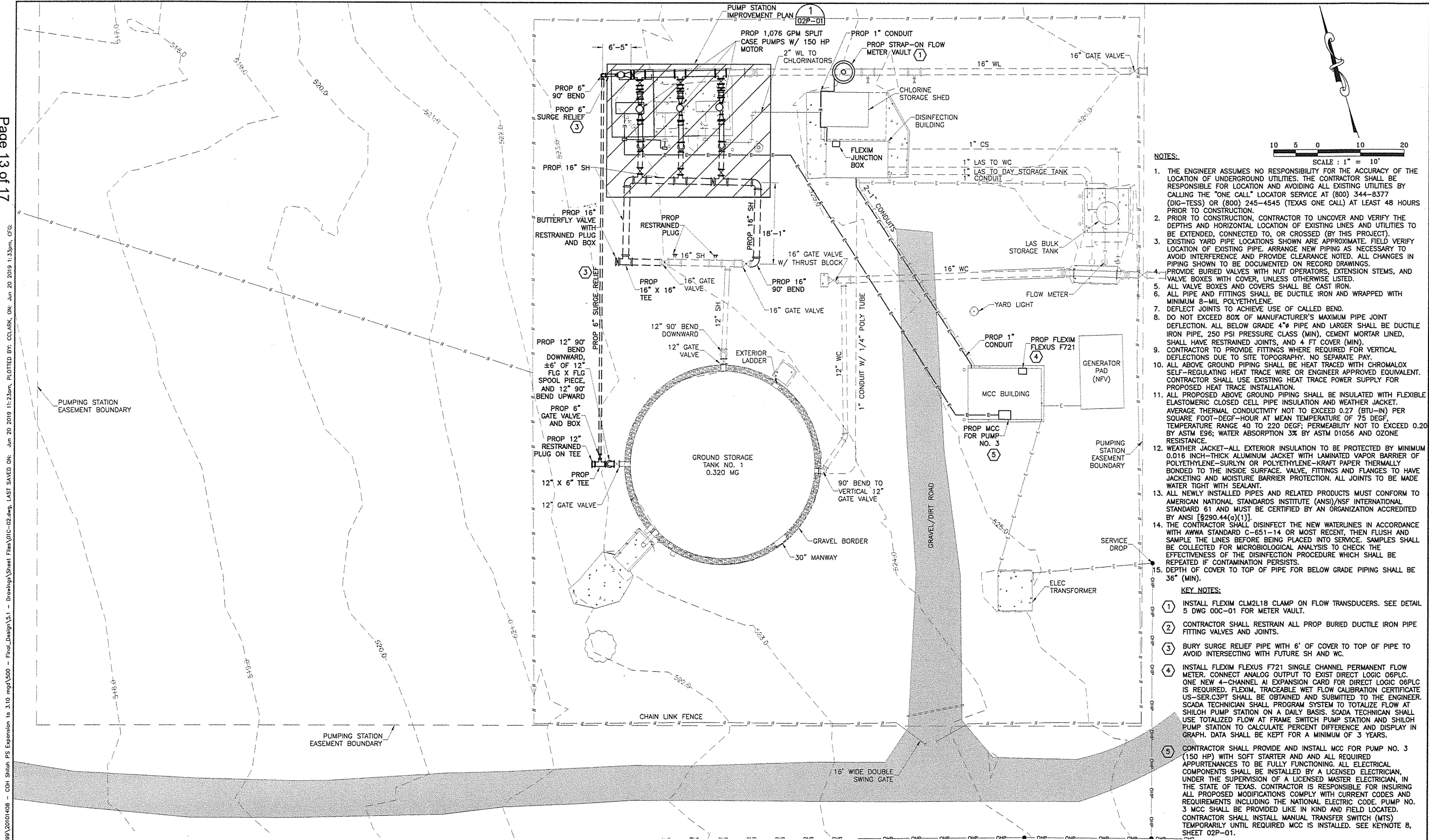
SITE IMPROVEMENTS

CIVIL - EXISTING SITE AND
DEMOLITION PLAN

DATE:
JUNE 2019

SCALE:
1" = 10'

DRAWING:
01C-01



REV. NO.	DATE	DESCRIPTION

PROJECT MANAGER:	DCS
DESIGNED BY:	BCB
CHECKED BY:	RMM
DRAWN BY:	MKS
DCS PROJECT NO:	20101408



DCS ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS
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CITY OF HUTTO

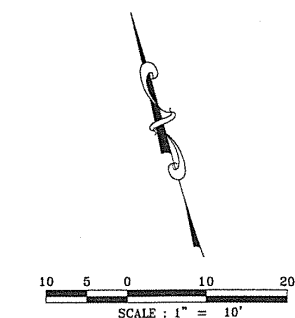
SHILOH PUMP STATION EXPANSION
FROM 2.16 MGD TO 3.27 MGD



6/20/19
[Signature]

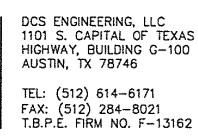
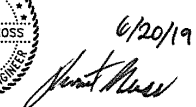
SITE IMPROVEMENTS
CIVIL - PROPOSED SITE PLAN

DATE:
JUNE 2019
SCALE:
1" = 10'
DRAWING:
01C-02



- NOTES:**
1. TCEQ HAS APPROVED GROUND STORAGE TANK NO. 2 FOR CONSTRUCTION, SCHEDULED TO BEGIN CONSTRUCTION IN JUNE 2019. THE PROPOSED PUMP STATION MODIFICATIONS WILL BE COMPLETED (JULY 2019) BEFORE CONSTRUCTION IS COMPLETED ON GST NO. 2 (AUGUST 2019). THE PROPOSED MODIFICATIONS ARE SHOWN IN BOTH SITE CONDITIONS TO DISPLAY EXPECTED CONSTRUCTION CONDITIONS AND MEMORIALIZE THE FUTURE SITE CONDITION AFTER BOTH PROJECTS ARE CONCLUDED.

REV. NO.	DATE	DESCRIPTION	PROJECT MANAGER: DCS	
			DESIGNED BY: BCB	
			CHECKED BY: RMM	
			DRAWN BY: MKS	
			DCS PROJECT NO:	20101408

SHILOH PUMP STATION EXPANSION
FROM 2.16 MGD TO 3.27 MGD

CIVIL - FUTURE SITE PLAN

DATE:
JUNE 2019

SCALE:
1" = 10'

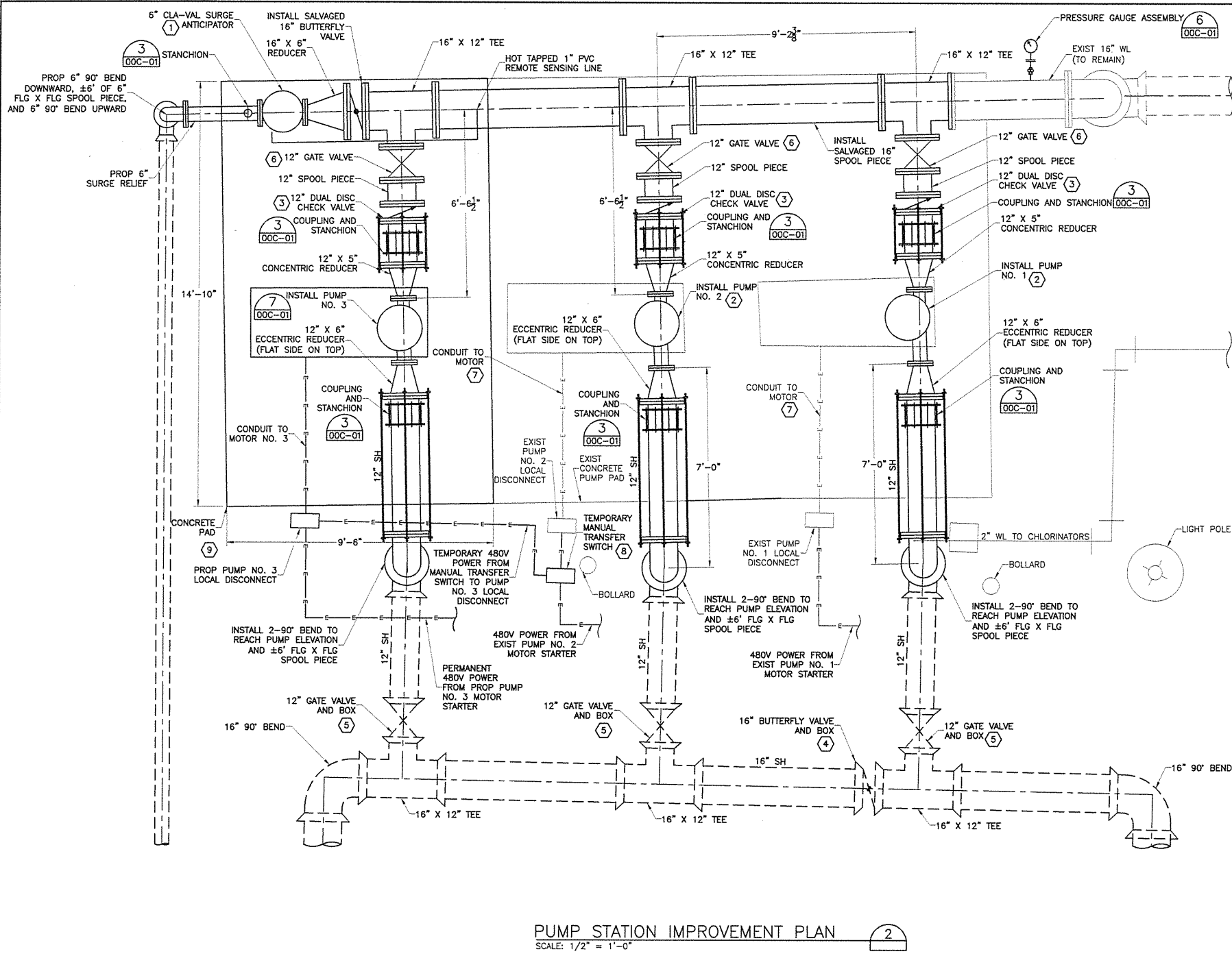
DRAWING:
01C-03

City of Hutto
Shiloh Pump Station Cost Summary
July 19, 2019

Item	Cost
Engineering:	\$ 27,440
Additional Engineering:	\$ 13,500
Construction Administration:	\$ 13,885
Pump Purchase:	\$ 103,876
Construction Bid (Excel):	\$ 351,491
Total:	\$ 510,192

Original Price in CIP Update: \$ 300,000

FILENAME: Z:\Projects\14001409\PS Expansion to 3.10 mgd\Sheet\Sheet.dwg; PLOT DATE: 6/20/19; PLOT BY: JMM; PLOT SCALE: 1/2" = 1'-0"; PLOT SHEET: 16 OF 17; PLOT TITLE: SHILOH PUMP STATION IMPROVEMENT PLAN



PUMP INFORMATION				
PUMP	CAPACITY	HEAD	HP	EFF%
1	1076 GPM	39.3'	150	83%
2	1076 GPM	39.3'	150	83%

- NOTES:
- ALL PIPING, VALVES, AND FITTINGS SHOWN ARE PROPOSED UNLESS OTHERWISE INDICATED.
 - CONTRACTOR TO CONVEY ALL PIPING, VALVES, AND PUMP MATERIALS DEMOLISHED AS PART OF THIS PROJECT TO THE CITY. CONTRACTOR SHALL TRANSPORT MATERIALS TO CITY STORAGE YARD LOCATED BY THE CITY'S CENTRAL WWTIP.
 - CONTRACTOR SHALL RESTRAIN ALL PROP BURIED DUCTILE IRON PIPE FITTINGS, VALVES, AND JOINTS.
 - COUPLING SHALL BE ROMAC 12" STYLE ECF400 EQUIPMENT FITTING OR ENGINEER APPROVED EQUIVALENT. COUPLING SHALL INCLUDE 4-7/8" X 24" 304 STAINLESS STEEL TIE RODS AND 8-STYLE 491 HARNESS LUGS.
 - ALL ABOVE GRADE DISCHARGE PIPE 4" AND LARGER SHALL BE DUCTILE IRON PIPE, 250 PRESSURE CLASS (MIN), CEMENT MORTAR LINED, AND SHALL HAVE FLANGED JOINTS.
 - CONTRACTOR SHALL REPROGRAM MOTOR SOFT STARTERS TO DECELERATE OVER A 40 SECOND INTERVAL DURING SHUT OFF.
 - AFTER EACH PUMP IS INSTALLED, CONTRACTOR SHALL ALLOW NEW PUMP TO RUN SUCCESSFULLY FOR 3 DAYS BEFORE BEGINNING WORK ON NEXT PUMP. ALL OTHER CONSTRUCTION ACTIVITIES MAY PROCEED DURING THIS TIME.
 - UPON COMPLETION OF IMPROVEMENTS, ONE HOUR FLOW TEST FOR ONE PUMP RUNNING, AND TWO PUMPS RUNNING SHALL BE PERFORMED. ENGINEER TO WITNESS TEST AND CERTIFY OFFICIAL CAPACITY OF PUMP STATION.
 - ABOVE GRADE PIPES, VALVES, AND FITTINGS SHALL BE PAINTED LIGHT BLUE IN ACCORDANCE WITH THE FOLLOWING PAINT SYSTEM:
SYSTEM #1 - POLYAMIDOAMINE EPOXY PRIMER WITH POLYAMIDOAMINE EPOXY OR ALIPHATIC ACRYLIC POLYURETHANE ENAMEL FINISH COAT(S).
1. PRIME COAT:
A. F1=1 COAT, 3 MILS, SERIES N69 EPOXOLINE (POLYAMIDOAMINE EPOXY), VOC=2.11
2. FINISH COAT(S):
A. F1=1 COAT, 3 MILS, SERIES N69 EPOXOLINE (POLYAMIDOAMINE EPOXY)
B. F2=1 COAT, 2.5 MILS, SERIES 1074 ENDURA-SHIELD (ALIPHATIC ACRYLIC POLYURETHANE ENAMEL), VOC=1.81
- KEY NOTES:
- INSTALL CLA-VAL 6" 52G-03KC SURGE ANTICIPATOR VALVE. INSTALL 1" REMOTE PRESSURE SENSING LINE AND CONNECT TO CLA-VAL PER MANUFACTURER'S INSTRUCTION. JAMES ONEY FROM CLA-VAL SHALL PERFORM START UP ON SURGE ANTICIPATOR.
 - 6 X 5 MAA PATTERSON HORIZONTAL SPLIT CASE PUMPS, 150 HP, 3600 RPM PUMPS WILL BE INSTALLED ON EXIST PAD WITH NEW BASE PLATE AND USE EXIST 150 HP MOTORS. CONTRACTOR TO RAISE PUMP AND MOTOR ON STEEL BLOCKS TO MATCH NEW DISCHARGE PIPE CENTERLINE ±4.75". PROP BASE PLATE AND GROUT REQUIRED DUE TO EXIST PUMP VIBRATING OUTSIDE OF ALLOWABLE TOLERANCES.
 - VAL-MATIC 12" DUAL DISC CHECK VALVE, WAFER STYLE ANSI CLASS 250 OR APPROVED EQUAL.
 - DEZURIK 16" BUTTERFLY VALVE, MJ X MJ, AWWA C504 COMPLIANT OR APPROVED EQUAL.
 - AMERICAN FLOW CONTROL 12" RESILIENT WEDGE GATE VALVE, MJ X MJ, AWWA C509 COMPLIANT OR APPROVED EQUAL.
 - AMERICAN FLOW CONTROL 12" RESILIENT WEDGE GATE VALVE, #250 FLG X FLG, AWWA C509 OR APPROVED EQUAL.
 - CONTRACTOR SHALL INCREASE CONDUIT LENGTH BY 2" USING ELECTRICAL FITTINGS AT LOCAL DISCONNECT TO ACCOMMODATE RISE IN MOTOR.
 - 200A MANUAL TRANSFER SWITCH IN NEMA 3R RAIN PROOF ENCLOSURE. MTS SHALL SWITCH POWER BETWEEN PUMP NO. 2, PUMP NO. 3, AND OFF.
 - CONCRETE PAD SHALL BE 10" THICK WITH #4 @ 12" OC EW. CONCRETE SHALL BE 3,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS.

PUMP STATION IMPROVEMENT PLAN 2
SCALE: 1/2" = 1'-0"

REV. NO.	DATE	DESCRIPTION	PROJECT MANAGER:	DCS
			DESIGNED BY:	BCB
			CHECKED BY:	RMM
			DRAWN BY:	MKS
			DCS PROJECT NO:	20101408



DCS ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS
HIGHWAY, BUILDING G-100
AUSTIN, TX 78746
TEL: (512) 614-6171
FAX: (512) 284-8021
T.B.P.E. FIRM NO. F-13162

CITY OF HUTTO

SHILOH PUMP STATION EXPANSION
FROM 2.16 MGD TO 3.27 MGD



6/20/19
JMM

PUMP STATION MODIFICATIONS

PROCESS - PUMP STATION PLAN

DATE:
JUNE 2019
SCALE:
AS NOTED
DRAWING:
02P-01

City of Hutto
Shiloh Pump Station Cost Summary
July 19, 2019

Item	Cost
Engineering:	\$ 27,440
Additional Engineering:	\$ 13,500
Construction Administration:	\$ 13,885
Pump Purchase:	\$ 103,876
Construction Bid (Excel):	\$ 351,491
Total:	\$ 510,192

Original Price in CIP Update: \$ 300,000

Regular City Council
AGENDA ITEM
12.A.



To:
Subject: Consideration and possible appointments to City Boards and Commissions. (Lacie Hale, City Secretary)
Meeting:
Department: City Secretary
Staff Contact: Lacie Hale, City Secretary

BACKGROUND INFORMATION:

On July 7, 2018, the City Council approved Ordinance O-18-07-05-8B that changed the terms of service of the boards, commissions and corporation members to be realigned to match those of the council places and terms. Beginning July 1, 2019, new terms will expire on June 30, of the corresponding Council Member term. All current board and commission members have been assigned Place numbers to coincide with existing council members.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

RECOMMENDATION:

Not applicable.

ATTACHMENTS:

[Boards and Commissions Realignment.MASTER.08.9.2019](#)

Boards and Commissions Master
Transition

Council Member Place 1	Scott Rose	May-20
Council Member Place 2	Tom Hines	May-21
Council Member Place 3	Mike Snyder	May-22
Council Member Place 4	Peter Gordon	May-20
Council Member Place5	Patti Turner	May-21
Council Member Place 6	Tanner Rose	May-22
Mayor (Place 7)	Doug Gaul	May-22

*All Boards and Commissions terms Realigned for appointment in June
Terms Run 7/1 to 6/30 unless otherwise indicated*

Last update: 8/22/2019

Planning & Zoning Commission							
Meets: 1st Tuesday @ 7:00pm of each month in the City Council Chamber							
2 yr Terms Per Charter							
Liaison - Ashley Lumpkin							
					Appointed	Term Ends	
	Place 1	Davey	Robinson	Commissioner	September 20, 2018	June 20, 2020	
	Place 2	Randal	Clark	Commissioner	December 6, 2018	June 20, 2020	
	Place 3	Jessica	Romigh	Chair	July 3, 2019	June 30, 2021	
	Place 4	Tony	Wertz	Vice-Chair	July 3, 2019	June 30, 2021	
	Place 5	Richard	Hudson	Commissioner	August 2, 2018	June 20, 2020	
	Place 6	Kyle	Lovinggood	Commissioner	August 1, 2019	June 30, 2021	
	Place 7	Susanna	Boyer	Commissioner	August 1, 2019	June 30, 2021	
Parks Advisory Board							
Meets: 2nd Wednesday @ 7:00pm of each month in the City Council Chamber							
Liaison - Jeffrey White							
					Appointed	Term Ends	
	Place 1	Katie	Weiss	Member	September 20, 2018	June 30, 2020	
	Place 2	Michael	Orman	Member	September 20, 2018	June 30, 2021	
	Place 3	Patrick	Donathan	Member	July 3, 2019	June 30, 2022	
	Place 4	Liaga	Gasu	Member	June 20, 2019	June 30, 2020	
	Place 5	Dana	Lively	Member	July 3, 2019	June 30, 2021	
	Place 6	Rose	McMillin	Member	June 20, 2019	June 30, 2022	
	Place 7	Perry	Savard	Acting Chair	June 20, 2019	June 30, 2022	
Library Advisory Board							
Meets: Quarterly @ 6:00pm of each month in the City Council Chamber							
Liaison - Lisa Riggs							
					Appointed	Term Ends	
	Place 1	Christina	Garza	Member	May 16, 2019	June 30, 2020	
	Place 2	Dwight	Baker	Chair	September 20, 2018	June 30, 2021	
	Place 3	Tara	Chappell	Vice Chair	July 3, 2019	June 30, 2022	
	Place 4	Kathi	Shilling	Member	September 20, 2018	June 30, 2020	
	Place 5	Havala	Merit	Member	May 16, 2019	June 30, 2021	
	Place 6	Vacant		Member		June 30, 2022	
	Place 7	Vacant		Member		June 30, 2022	
Zoning Board of Adjustments							
Meets: 4th Wednesday @ 7:00pm of each month in the City Council Chamber							
Liaison - Ashby Grundman							
					Appointed	Term Ends	
	Place 1	Bryan	Dempsey	Member	January 17, 2019	June 30, 2020	
	Place 2	Thomas	McGowan	Member	September 20, 2018	June 30, 2021	
	Place 3	David	Meyer	Member	July 3, 2019	June 30, 2022	
	Place 4	Wendell	Teltow	Member	June 20, 2019	June 30, 2020	
	Place 5	Vacant		Member		June 30, 2021	
	Place 6	Maureen	Rooker	Member	June 20, 2019	June 30, 2022	
	Place 7	Vacant		Member		June 30, 2022	
Historic Preservation Commission							
Meets: 4th Tuesday @ 6:00pm of each month in the City Council Chamber							
Liaison - John Byrum							
					Appointed	Term Ends	
	Place 1	DeAnne	Worley	Commissioner	July 3, 2019	June 30, 2020	
	Place 2	Mary	Belton	Commissioner	August 2, 2018	June 30, 2021	
	Place 3	Curtis	Orton	Commissioner	September 20, 2018	June 30, 2022	
	Place 4	Robert	Lykins	Commissioner	September 20, 2018	June 30, 2020	
	Place 5	Vacant		Commissioner		June 30, 2021	
	Place 6	Travis	Allen	Commissioner	June 20, 2019	June 30, 2022	
	Place 7	Vacant		Commissioner		June 30, 2022	
Building and Standards Commission							
Meets: As Needed in the City Council Chamber							
Liaison - Tamera Baird							
					Appointed	Term Ends	
	Place 1	Troy	Manella	Commissioner	January 3, 2019	June 30, 2020	
	Place 2	Olinda	Ramirez	Commissioner	September 20, 2018	June 30, 2021	
	Place 3	Kendrick	Whittington	Commissioner	August 2, 2018	June 30, 2022	
	Place 4	Bryan	Dempsey	Commissioner	June 20, 2019	June 30, 2020	
	Place 5	Tom	Brown	Commissioner	September 20, 2018	June 30, 2021	
	Place 6	Maureen	Rooker	Commissioner	June 20, 2019	June 30, 2022	
	Place 7	Richard	Hudson	Commissioner	June 20, 2019	June 30, 2022	
Ethics Review Commission							
Meets: As Needed in the City Council Chamber (at least once a year)							
Liaison - Lacie Hale							
					Appointed	Term Ends	
	Place 1	Craig	Cargill	Member	September 20, 2018	June 30, 2020	
	Place 2	Lori	Brown-Duncan	Vice-Chair	September 20, 2018	June 30, 2021	
	Place 3	Bill	Kohl	Member	July 11, 2019	June 30, 2022	
	Place 4	Russell	Daniel	Chair	September 20, 2018	June 30, 2020	
	Place 5	Dana	Lively	Member	September 20, 2018	June 30, 2021	
	Place 6	April	Willis	Member	August 15, 2019	June 30, 2022	
	Place 7	Vacant		Member		June 30, 2022	
Economic Development Corporation							
Meets: 1st Monday @ 6:30pm of each month in the City Council Chamber							
Liaison - Tim Jordan							
					Appointed	Term Ends	
	Place 1	Nelson	Nagle	Treasurer	July 3, 2019	June 30, 2021	
	Place 2	James	Guzman	Member	June 20, 2019	June 30, 2021	
	Place 3	Dan	Thornton	Secretary	July 3, 2019	June 30, 2021	
	Place 4	Don	Carlson	Member	July 3, 2019	June 30, 2021	
	Place 5	Kevin	LaFrance	Member	July 3, 2019	June 30, 2021	
	Place 6	Henry	Gideon	Vice-Chair	June 20, 2019	June 30, 2021	
	Place 7	Steve	Harris	Chair	June 20, 2019	June 30, 2021	