



**CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
THURSDAY, OCTOBER 4, 2018 AT 7:00 PM
CITY HALL - CITY COUNCIL CHAMBERS
401 WEST FRONT STREET**

CITY COUNCIL

Doug Gaul, Mayor
Tom Hines, Place 2, Mayor Pro-tem
Scott Rose, Place 1
Nathan Killough, Place 3
Tim Jordan, Place 4
Patti Turner, Place 5
Terri Grimm, Place 6

AMENDED AGENDA

1. **CALL SESSION TO ORDER**

2. **ROLL CALL**

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **CITY COUNCIL COMMENTS**

5A. General Comments from City Council

6. **PUBLIC COMMENT**

Any citizen wishing to speak during public comment regarding an item on or off the agenda may do so after completing the required registration card. 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. Each person providing public comment will be limited to 3 minutes.

6A. Remarks from visitors. *(Three-minute time limit)*

7. **CITY MANAGER COMMENTS:**

7A. Discussion regarding storm response and recognition of City employees. (Eliska Padilla and Matt Rector)

7B. Recognition of the Planning Department for receiving a Certificate of Achievement for Planning Excellence in 2018 from the Texas Chapter of American Planning Association.

8. **OTHER BUSINESS:**

- 8A. Presentation from Keep Texas Beautiful, recognizing Keep Hutto Beautiful as the Affiliate of the Month for October 2018.
- 8B. Consideration of and possible appointments to City Boards and Commissions, including the Economic Development Corporations. (Lisa Brown)

9. **CONSENT AGENDA ITEMS:**

All items listed on the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Council member in which event, the item will be removed from the consent agenda and considered as a regular agenda item.

- 9A. Consideration and possible action approving the minutes of the September 20, 2018 Regular City Council Meeting. (Lynn Trumbul)
- 9B. Consideration and possible action on a resolution approving the proposed Hutto Crossing Phase 4 Section 9A Final Plat, 31.4181 acres, more or less, of land, 101 residential lots, located at Simmental Loop at Knowles Drive. (Ashley Lumpkin)
- 9C. Consideration and possible action on a resolution approving the proposed Cross Creek Subdivision Preliminary Plat, 167.461 acres, more or less, of land, 489 residential lots, located on CR 199. (Ashby Grundman)
- 9D. Consideration and possible action on a resolution approving the proposed Star Ranch Apartments Final Plat, 13.925 acres, more or less, of land, one multifamily lot, located on Star Ranch Boulevard. (Ashley Lumpkin)

REGULAR AGENDA ITEMS

10. **ORDINANCES:**

- 10A. Consideration and possible action on the second reading of an ordinance regarding Atmos Energy Corporation's proposal to increase natural gas rates pursuant to its Statement of Intent filed on or about June 1, 2018. (Helen Ramirez)

- 10B. Consideration of and possible action on the second reading of an ordinance of the City Council of the City of Hutto, Texas accepting and approving a service and assessment plan and assessment roll for Hutto Co-Op Public Improvement District; making a finding of special benefit to the property in the master improvement area of 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. (City Attorney)
- 10C. Consideration of and possible action on the second reading of an ordinance relating to development of the Co-Op District in the City of Hutto, Texas including dedicating a portion of ad valorem taxes collected on property located within Reinvestment Zone No. 1, City of Hutto, Texas; approving a loan agreement in connection with financing of projects within the Reinvestment Zone No. 1; authorizing the city manager to enter into a Public Improvement District administrative services agreement for Reinvestment Zone No. 1; approving the City of Hutto Economic Development Corporation Type B dedication of a portion of sales tax collected by the corporation to the Reinvestment Zone no. 1; approving a financing plan for the tax increment Reinvestment Zone No. 1 for the Co-Op District; and authorizing the City Manager to enter into certain agreements relating to the Reinvestment Zone No. 1 and to approve amendments to those agreements. (City Attorney)

11. **RESOLUTIONS:**

- 11A. Consideration and possible action on a resolution authorizing the City Manager to execute an annual contract with Texas Materials for the purchase of asphalt necessary for street repairs and maintenance. (Matt Rector)
- 11B. Consideration and possible action on resolution regarding amended agreements between River Creek Development Corporation and others regarding developer financing of the Co-Op Project, including, a construction contract, and interlocal agreement, a loan agreement, continuing disclosure agreement and other agreements related to financing of the Co-Op Project. (City Attorney)
- 11C. Consideration and possible action on a resolution regarding the City of Hutto's participation in the 2019-2023 Austin-Round Rock MSA Regional Air Quality Plan. (Helen Ramirez)
- 11D. Consideration and possible action on a resolution approving the proposed Shops At Hansons Corner Addition Final Plat, 9.024 acres, more or less, of land, 5 commercial lots, located at the northeast corner of US 79 West and Ed Schmidt Boulevard. (Ashby Grundman)

12. **EXECUTIVE SESSION:**

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

12A. Executive Session, as authorized by Texas Government Code Section 551.087, Economic Development, regarding a contract between City of Hutto and Hutto Highway 79, LLC for the purchase by the City of approximately 71.712 acres on Highway 79.

12B. Executive Session, as authorized by Texas Government Code Section 551.071, Consultation with Attorney, regarding utility payments.

12C. Executive Session, as authorized by the Texas Government Code Section Section 551.074, Personnel Matters, to consider the city attorney's contract.

12D. Executive Session, as authorized by Texas Government Code Section 551.074, Deliberations regarding personnel matters, regarding City Manager and City Council interactions with City Staff pursuant to the City Charter, and conferring with City Council.

13. **ACTION RELATIVE TO EXECUTIVE SESSION:**

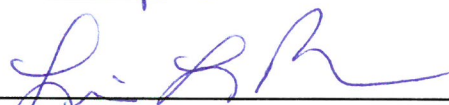
13A. Consideration and possible approval of a contract to purchase approximately 71.712 acres of land on U.S. Highway 79 from Hutto Highway 79, LLC.

13B. Consideration and possible action regarding City Manager and City Council interactions with City Staff pursuant to the City Charter, and conferring with City Council.

14. **ADJOURNMENT**

CERTIFICATION

I certify that this notice of the October 4, 2018 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on October 1, 2018 at 4:35pm



Lisa L. Brown, 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 lisa.brown@huttotx.gov for assistance.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.:

7A.

AGENDA DATE: October 04, 2018

PRESENTED BY:

Eliska Padilla, Executive Director of
Communications and Matt Rector,
Executive Director of Engineering and
Public Works

ITEM:

Discussion regarding storm response and recognition of City
employees. (Eliska Padilla and Matt Rector)

STRATEGIC GUIDE POLICY: Infrastructure & Growth

ITEM BACKGROUND:

Beginning on Friday, Sept. 21 heavy rains caused flooding conditions in Hutto.

The storm and flooding experienced on Saturday, September 22 most likely facilitated the damages experienced by some of the City's large water lines. Public Works crews worked to isolate and repair the damaged water line, which was causing low pressure in the Carol Meadows neighborhood.

By Sunday morning, the water pressure had dropped to an unacceptable level and the City of Hutto issued a precautionary Boil Water Alert and water restriction. By Sunday afternoon, the water pressure was restored and the water restriction was lifted. The Boil Water Notice remained in effect until Tuesday, September 25, when test results confirmed that there was no contamination of the public water distribution system.

Throughout this time, the streets and drainage, water and waste water, parks maintenance, engineering, police, communications, and human resources teammates worked with dedication and tireless commitment to serve the citizens of Hutto to restore the water supply.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

SUPPORTING MATERIAL:

There are no supporting documents.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 7B.

AGENDA DATE: October 04, 2018

PRESENTED BY:

ITEM:

Recognition of the Planning Department for receiving a Certificate of Achievement for Planning Excellence in 2018 from the Texas Chapter of American Planning Association.

STRATEGIC GUIDE POLICY: Quality of Life & Services

ITEM BACKGROUND:

The Texas Chapter of the American Planning Association has recognized the City of Hutto for exemplary professional standards demonstrated by the Planning Staff.

Hutto met the goals for:

- Increasing awareness of professional planning,
- Enhancing neighborhood and citizen recognition of planning efforts,
- Encouraging the funding of professional training for Commissioners and staff, and
- Aiding in economic development and community image.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

SUPPORTING MATERIAL:

There are no supporting documents.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.:

8A.

AGENDA DATE: October 04, 2018

PRESENTED BY:

ITEM:

Presentation from Keep Texas Beautiful, recognizing Keep Hutto Beautiful as the Affiliate of the Month for October 2018.

STRATEGIC GUIDE POLICY:

ITEM BACKGROUND:

Keep Hutto Beautiful (KHB) becomes the fifth Keep Texas Beautiful affiliate to be recognized in the state organization's "Affiliate of the Month" campaign. Hutto joins Midland, Waco, Pearland, and Denton in receiving this honor since the campaign launched in June 2018.

Keep Texas Beautiful's (KTB) mission is to inspire and empower Texans to keep our communities clean and beautiful. KTB achieves this mission through a number of programs but most notably with help from their vast Affiliate Network. KTB has the largest environmental and community improvement network in the state, comprised of more than 300 community affiliates, which have the potential to educate upwards of 19 million Texans. KTB recently implemented a new campaign, 'Affiliate of the Month,' highlighting a new affiliate organization each month on their blog and through an Instagram takeover. This campaign recognizes the diverse organizations working hard to keep Texas beautiful. Each affiliate of the month writes a blog post sharing stories of their organization and participates in a social media takeover, showing the KTB audience the day-to-day of their organization on Keep Texas Beautiful's Instagram Stories.

KTB named Keep Hutto Beautiful the October Affiliate of the Month, recognizing their involvement in KTB programs and commitment to their community. The KHB blog post was published on September 26th on the Keep Texas Beautiful website.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

SUPPORTING MATERIAL:

There are no supporting documents.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.:

8B.

AGENDA DATE: October 04, 2018

PRESENTED BY:

Lisa Brown, City Secretary

ITEM:

Consideration of and possible appointments to City Boards and Commissions, including the Economic Development Corporations.
(Lisa Brown)

STRATEGIC GUIDE POLICY: Quality of Life & Services

ITEM BACKGROUND:

On July 7, 2018, the City Council approved Ordinance 0-18-07-05-8B 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, 2018 new terms will expire on June 30, of the corresponding Council Member term. Transition to new terms for current board and commission members can be reappointed to the new terms based on the new expiration terms, or new appointments can be recommended during a council meeting in July. All current board and commission members have been assigned Place numbers to coincide with existing council members. On June 20, 2018, the Council re-appointed all seated board members to terms aligned with the corresponding member term

There are several seats on the boards and commissions that were created as a result of the ordinance in July that need to be filled. Additionally, there are some board and commission members who have been reappointed that do not wish to continue past the expiration of their original term and intend to resign their position at that time.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable

STAFF RECOMMENDATION:

Not applicable.

SUPPORTING MATERIAL:

There are no supporting documents.

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 9A. **AGENDA DATE:** October 04, 2018

PRESENTED BY: Lynn Trumbul, Senior Assistant City Secretary

ITEM: Consideration and possible action approving the minutes of the September 20, 2018 Regular City Council Meeting. (Lynn Trumbul)

STRATEGIC GUIDE POLICY: Quality of Life & Services

ITEM BACKGROUND:

Meeting minutes have been prepared and are presented for Council approval for the September 20, 2018 City Council meeting.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends approval.

SUPPORTING MATERIAL:

1. [Minutes - September 20, 2018](#)



**CITY COUNCIL
MEETING MINUTES
SEPTEMBER 20, 2018**

The Hutto City Council met in a regular session on Thursday, September 20, 2018, in the Hutto City Council Chamber, 401 W. Front Street, Hutto, TX 78634.

CALL SESSION TO ORDER

Mayor Gaul called the session to order at 7:00 p.m.

ROLL CALL

Members of the City Council present were Mayor Doug Gaul, Mayor Pro-tem Tom Hines, Councilmember Scott Rose, Councilmember Nathan Killough, Councilmember Tim Jordan, Councilmember Patti Turner, and Councilmember Terri Grimm.

Members of staff that were present were Odis Jones, City Manager; Helen Ramirez, Assistant City Manager; Byron Frankland, Chief of Police; Matt Rector, Executive Director of Public Works and Engineering; Eliska Padilla, Executive Director of Communications; Reena O'Brien, Director of Communications; Edena Atmore, Assistant City Manager and Chief Financial Officer; James Bryson, Director of Finance; Ashby Grundman, Director of City Planning; Jessica Bullock, Director of Economic Development; Suzanne Glass, Community Resource Officer; Lisa Brown, City Secretary; and Lynn Trumbul, Senior Assistant City Secretary.

INVOCATION

The invocation was given by Deacon Bob van Til - St. Patrick Catholic Church, Hutto.

PLEDGE OF ALLEGIANCE

Mayor Gaul led the Pledge of Allegiance and the Texas Pledge.

CITY COUNCIL COMMENTS

There were no comments from Council.

PUBLIC COMMENT

There were no public comments.

CONSENT AGENDA

- 7A. Consideration and possible action approving the minutes of the September 4, 2018 Special Called City Council Meeting, September 6, 2018 Regular City Council Meeting, September 13, 2018 Special Called City Council Meeting.
- 7B. Consideration and possible action on a resolution adopting Boards Commissions and Committee Handbook.

Motion: Councilmember Grimm made a motion to approve Items 7A and 7B on the Consent Agenda. Councilmember Killough seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nate Killough
Councilmember Tim Jordan
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 7 ayes, and 0 nays

REGULAR AGENDA ITEMS

ORDINANCES

- 8A. Consideration and possible action on the second and final reading of an ordinance approving a Specific Use Permit for 6801 FM 1660 North, to allow a car wash in the B-2 (General Commercial) zoning district.

Ashby Grundman, Director of City Planning, presented the ordinance from the previous meeting, and presented a preliminary site plan.

Motion: Councilmember Killough made a motion to approve the ordinance with the amendments as stated. Mayor Pro-tem Hines seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm
Nays Councilmember Tim Jordan

Action: The motion passed 6 ayes, and 1 nays

8B. Consideration and possible action on the first reading of an ordinance regarding Atmos Energy Corporation's proposal to increase natural gas rates pursuant to its Statement of Intent filed on or about June 1, 2018.

Helen Ramirez, Assistant City Manager, stated that Atmos Energy Corporation filed a statement of intent on or about June 1, 2018 to increase the natural gas rates. She further noted that at least 50 cities have formed a coalition and on advice of counsel have determined the rate increase should be denied.

Councilmember Turner asked for the clarification on the increase. Helen Ramirez noted that there would be an increase, but not as high as the increase the Atmos is proposing.

Matt Rector, Executive Director of Public Works and Engineering, noted that the City was looking into other natural gas providers.

Councilmember Turner suggested researching some customer reviews of other natural gas providers.

Councilmember Rose asked for clarification on the language of the ordinance to deny the increase and propose a lower increase as discussed.

Councilmember Killough asked if the Council could add the word "deny" to the proposed ordinance. City Attorney, William Bingham, acknowledged that the word "deny" can be added.

Motion: Councilmember Rose made a motion to deny the proposed natural gas rate increase. Mayor Pro-tem Hines seconded the motion.

Vote:

Ayes	Mayor Doug Gaul
	Mayor Pro-tem Tom Hines
	Councilmember Scott Rose
	Councilmember Nate Killough
	Councilmember Tim Jordan
	Councilmember Patti Turner
	Councilmember Terri Grimm

Action: The motion passed 7 ayes, and 0 nays

8C. Consideration of a public hearing and possible action on the second and final reading of an ordinance concerning the first amendment to the Fiscal Year 2018 Budget of the Hutto Economic Development Corporation – Type A.

James Bryson presented the ordinance for the Hutto Economic Development Corporation Type A Board amended 2018 budget to Council for comment.

A public hearing was opened at 7:12 p.m. and with no public comment the hearing was closed at 7:12 p.m.

Motion: Councilmember Killough made a motion to accept the ordinance as written. Councilmember Grimm seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nate Killough
Councilmember Tim Jordan
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 7 ayes, and 0 nays

8D. Consideration and possible action on the second and final reading of an ordinance concerning the first amendment to the Fiscal Year 2018 Budget of the Hutto Economic Development Corporation - Type B.

James Bryson presented the ordinance for the Hutto Economic Development Corporation Type B Board budget for the amended 2018 budget to Council for comment.

A public hearing was opened at 7:14 p.m. and with no public comment the hearing was closed at 7:14 p.m.

Motion: Councilmember Killough made a motion to accept the ordinance as written. Councilmember Grimm seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nate Killough
Councilmember Tim Jordan
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 7 ayes, and 0 nays

8E. Consideration of a public hearing and possible action on the second and final reading of an ordinance concerning the adoption of the Hutto Economic Development Corporation - Type A Fiscal Year 2018-19 Budget.

James Bryson, presented the ordinance for Hutto Economic Development Corporation Type A Board budget for 2018-19 to Council for comment.

A public hearing was opened at 7:15 p.m. and with no public comment the hearing was closed at 7:16 p.m.

Motion: Councilmember Killough made a motion to accept the ordinance as written. Councilmember Turner seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nate Killough
Councilmember Tim Jordan
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 7 ayes, and 0 nays

8F. Consideration of a public hearing and possible action on the second and final reading of an ordinance concerning the adoption of the Hutto Economic Development Corporation - Type B Fiscal Year 2018-19 Budget.

James Bryson, presented the ordinance for Hutto Economic Development Corporation Type B Board budget for 2018-19 to Council for comment.

A public hearing was opened at 7:17 p.m. and with no public comment the hearing was closed at 7:17 p.m.

Motion: Mayor Pro-tem Hines made a motion to accept the ordinance as written. Councilmember Grimm seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nate Killough
Councilmember Tim Jordan
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 7 ayes, and 0 nays

- 8G. Consideration of a public hearing and possible action on the second and final 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 2018.

James Bryson noted the same tax rate from last year to Council for comment.

Motion: Mayor Pro-tem Hines made a motion to accept the ordinance as written. Councilmember Rose seconded the motion.

Councilmember Grimm asked if this motion required more specific language. The Board concurred that the next motion did, but this one did not.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nate Killough
Councilmember Tim Jordan
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 7 ayes, and 0 nays

- 8H. Consideration of and possible action on the second and final reading of an ordinance ratifying an Ad Valorem tax increase for the 2018-19 Fiscal Year for the use and support of the municipal government for the City of Hutto for the Tax Year 2018.

James Bryson presented the tax increase for 2018-19 Fiscal Year to Council for comment.

Motion: Councilmember Grimm made a motion to approve the ordinance as presented. Councilmember Killough seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nate Killough
Councilmember Tim Jordan
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 7 ayes, and 0 nays

- 8I. Consideration of a public hearing and possible action on the second and final reading of an ordinance making appropriations for the support of the City of Hutto for Fiscal

Year October 1, 2018 through September 30, 2019, and adopting the annual budget of the City of Hutto for Fiscal Year 2018-19.

Motion: Mayor Pro-tem Hines made a motion to accept the second and final reading of the ordinance levying Ad Valorem taxes for the use and support of the municipal government for the City of Hutto for the Tax Year 2018-2019. Councilmember Killough seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nate Killough
Councilmember Tim Jordan
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 7 ayes, and 0 nays

Motion: Councilmember Jordan made a motion to proceed with Item 11C on the Agenda. Councilmember Killough seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nate Killough
Councilmember Tim Jordan
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 7 ayes, and 0 nays

The Council recessed to executive session at 7:26 p.m. and reconvened at 9:10 p.m.

EXECUTIVE SESSION

11C. Executive Session, as authorized by Texas Government Code Section 551.087, deliberations regarding Economic Development pertaining to the Co-Op, Project South Asia, Project Music Play and Project Hospitality.

No action was taken in Executive Session.

8J. Consideration of a public hearing and possible action on the first reading of an ordinance of the City Council of the City of Hutto, Texas accepting and approving a service and assessment plan and assessment roll for Hutto Co-Op Public Improvement District; making a finding of special benefit to the property in the master improvement area of the district; levying special assessments against

property within the district and establishing a lien on such property; providing for the method of 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.

William Bingham, City Attorney, presented the ordinance to the Council for comment.

A public hearing was opened at 9:11 p.m., and there being no public comment, the hearing was closed at 9:11 p.m.

Motion: Councilmember Killough made a motion to accept the first reading of the ordinance. Mayor Pro-tem Hines seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nate Killough
Councilmember Tim Jordan
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays.

8K. Consideration of a public hearing and first reading of an ordinance relating to development of the Co-Op District in the City of Hutto, Texas including dedicating a portion of ad valorem taxes collected on property located within Reinvestment Zone No. 1, City of Hutto, Texas; approving a loan agreement in connection with financing of projects within the Reinvestment Zone No. 1; authorizing the city manager to enter into a Public Improvement District administrative services agreement for Reinvestment Zone No. 1; approving the City of Hutto Economic Development Corporation Type B dedication of a portion of sales tax collected by the corporation to the Reinvestment Zone no. 1; approving a financing plan for the tax increment Reinvestment Zone No. 1 for the Co-Op District; and authorizing the city manager to enter into certain agreements relating to the Reinvestment Zone No. 1 and to approve amendments to those agreements.

Mayor Pro-tem Hines asked if this was the same motion that the Council had previously heard and agreed upon. City Manager, Odis Jones, confirmed.

A public hearing was opened at 9:13 p.m., and there being no public comment, the hearing was closed at 9:13 p.m.

Motion: Mayor Pro-tem Hines made a motion to approve the first reading of the ordinance as written. Councilmember Rose seconded the resolution.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Tim Jordan
Councilmember Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 7 ayes, and 0 nays.

RESOLUTIONS

9A. Consideration and possible action on a resolution regarding River Creek Development Corporation interlocal agreement, construction contract, consent letter with the Public Finance Authority and loan agreement.

William Bingham, City Attorney, notified the Council that at the September 6, 2018 meeting, the Council had approved the creation of the River Creek Development Corporation. He further explained that the corporation had met earlier in the evening to elect officers and discuss other business. These items were approved by the Corporation at that meeting, and are now being presented for the Council's approval.

Motion: Councilmember Killough made a motion to approve the resolution as written. Councilmember Turner seconded the resolution.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Council Member Nate Killough
Councilmember Tim Jordan
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 7 ayes, and 0 nays.

9B. Consideration and possible action on a resolution of the City of Hutto, Texas consenting to the issuance of certain bonds issued by the Public Finance Authority and authorizing the execution of continuing disclosure agreement relating to said bonds; and containing other matters related thereto.

William Bingham provided an overview of the developer's request for financing on the Co-Op for Council's comment.

Motion: Councilmember Jordan made a motion to approve the resolution as written. Councilmember Killough seconded the resolution.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nate Killough
Councilmember Tim Jordan
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 7 ayes, and 0 nays.

OTHER BUSINESS

10A. Consideration and possible appointments to City Boards and Commissions, including Economic Development Corporations, and possible changes to terms for current and future appointees.

Mayor Gaul mentioned that the Council could make one motion to modify all the terms as presented if they choose to do so.

Councilmember Grimm asked William Bingham about ratifying the motions she had made at the last meeting. William Bingham stated that she could ratify or make a new motion.

Councilmember Turner mentioned Camille Baptiste's term and that it needed to end in 2018. The Council responded by stating that they would be modifying all of the previous terms to the new terms.

Motion: Councilmember Grimm made a motion to appoint Greg Braun to the Economic Development Corporation, with a term ending June of 2019. Councilmember Jordan seconded the amendment.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nate Killough
Councilmember Tim Jordan
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 7 ayes, and 0 nays.

Motion: Tim Jordan made a motion to adjust the terms of all positions as stated on the spreadsheet presented to the Council. Councilmember Rose seconded the motion.

- 10B. Presentation by the Planning and Zoning Commission Chairperson to provide an update on the Comprehensive Plan, as required by the City Charter.

Jessica Romigh, Chair of the Planning and Zoning Commission, provided the Council with an update on the Comprehensive Plan. She stated that the update is that they have not done an update.

- 10C. Discussion and possible action on Capital Area Council of Governments (CAPGOC) involvement.

Mayor Gaul stated that he would like this item to be tabled because he would like to review additional information.

Motion: Councilmember Grimm made a motion to table Item 10C to the next Council meeting. Councilmember Turner seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nate Killough
Councilmember Tim Jordan
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 7 ayes, and 0 nays.

- 10D. Discussion and possible action on appointment process when a council member resigns.

Councilmember Grimm raised the issue of confusion on the current procedures for Council when a council member resigns. She further stated that she is trying to create some protection for the current Council in their procedural process.

Councilmember Killough noted that the Council had just made changes to the Charter.

Mayor Gaul stated that the Council is allowed time after resignation to appoint a new member.

William Bingham stated that they could adopt a specific procedure that would distinguish between a resignation and a forfeiture.

Mayor Pro-tem Hines stated that they need a legal definition of the word "shall." William Bingham noted that "shall," according to Texas statute, means that something is mandatory and must be done.

The Council asked the City Attorney and the City Secretary to provide some samples and to research other Charters to see their procedures.

- 10D. Presentation of the City Financials for the Month of August as well as investment reports as required by the fiscal and budgetary policy.

James Bryson and Edena Atmore provided an overview of the monthly financials for August, 2018 to the Council for comment.

The Council recessed to executive session at 9:43 p.m. and reconvened at 10:20 p.m.

EXECUTIVE SESSION

- 11A. Executive Session, as authorized by Texas Government Code Section 551.071, consultation with attorney regarding attorney services.
- 11B. Executive Session, as authorized by Texas Government Code Section 551.071, consultation with attorney regarding Eminent Domain.

No action was taken in Executive Session.

ACTION RELATIVE TO EXECUTIVE SESSION:

- 12A. Consideration and possible action relating to Eminent Domain.

Motion: Mayor Pro-tem Hines made a motion to authorize the City Manager to enter into an agreement as presented regarding Eminent Domain. Councilmember Killough seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nate Killough
Councilmember Tim Jordan
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 7 ayes, and 0 nays.

ADJOURNMENT

There being no further business to be heard, the meeting was adjourned at 10:21 p.m.

CITY OF HUTTO

Doug Gaul, Mayor

ATTEST:

Lyn Trumbul, Senior Assistant City Secretary

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9B. **AGENDA DATE:** October 04, 2018

PRESENTED BY: Ashley Lumpkin, AICP, Executive
Director of Business & Development
Services

ITEM:

Consideration and possible action on a resolution approving the proposed Hutto Crossing Phase 4 Section 9A Final Plat, 31.4181 acres, more or less, of land, 101 residential lots, located at Simmental Loop at Knowles Drive. (Ashley Lumpkin)

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:

The proposed Hutto Crossing Phase 4, Section 9A Final Plat is located south of the southeast intersection of Carl Stern Drive and SH 130 frontage, when the main access being provided via Simmental Loop. The Final Plat will provide another 100 residential lots for development.

The proposed subdivision is part of the Hutto Crossing Planned Unit Development. In addition to the single family residential lots, this phase of Hutto Crossing will include two open space lots and 5.35 acres of right-of-way.

Comments from all departments have been addressed.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

The Planning and Zoning Commission recommended approval to City Council on September 4, 2018.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF 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. Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

1. [Resolution - Hutto Crossing Phase 4 Section 9A Final Plat](#)

RESOLUTION NO.

**A RESOLUTION APPROVING THE PLAT KNOWN AS
“HUTTO CROSSING PHASE 4 SECTION 9A 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 Crossing Phase 4 Section 9A Final Plat”, a copy of same being attached hereto as “Exhibit A” and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **4th** day of the month **October,**
2018.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.:

9C.

AGENDA DATE: October 04, 2018

PRESENTED BY:

Ashby Grundman, Planning Director,
Business & Development Services

ITEM:

Consideration and possible action on a resolution approving the proposed Cross Creek Subdivision Preliminary Plat, 167.461 acres, more or less, of land, 489 residential lots, located on CR 199. (Ashby Grundman)

STRATEGIC GUIDE POLICY:

Well Balanced & Diversified Economy

ITEM BACKGROUND:

The Cross Creek Subdivision Preliminary Plat is a proposed 488 single-family lot residential subdivision located on 167.4610 acres. The property is zoned PUD (Planned Unit Development) with a base zoning of Single-Family residential (SF-1).

The proposed preliminary plat is bounded by the following:

WEST: Creekside Park

NORTH: CR 199

EAST: Planned Unit Development (Meadows at Cottonwood Creek)

SOUTH: Mossy Rock Drive (Part of Creek Bend Estates Section 2) & Carl Stern Drive

The proposed preliminary plat is consistent with the approved PUD, and the UDC where applicable. Per the PUD they are required to have between 15-45% of lots be 45' wide, 50' wide and 60' wide. They are proposing to have 214 (43.8%) of lots at 45' wide, 195 (40%) of lots at 50' wide and 79 (16.2%) of lots at 60' wide, so they are compliant with that requirement.

Utilities

Water and wastewater service will be provided by City of Hutto. The developer is responsible for extending the wastewater line to meet the existing infrastructure off of FM 1660.

Parkland

The developer is proposing to a 3.47 acre amenity center and park, and dedicating an open space lot of approximately 50 acres that includes a looped trail system as part of the development.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

The Planning and Zoning Commission recommended approval to City Council on October 3, 2018.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

1. [Resolution - Cross Creek Subdivision Preliminary Plat](#)

RESOLUTION NO.

A RESOLUTION APPROVING THE PLAT KNOWN AS "CROSS CREEK SUBDIVISION PRELIMINARY PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

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

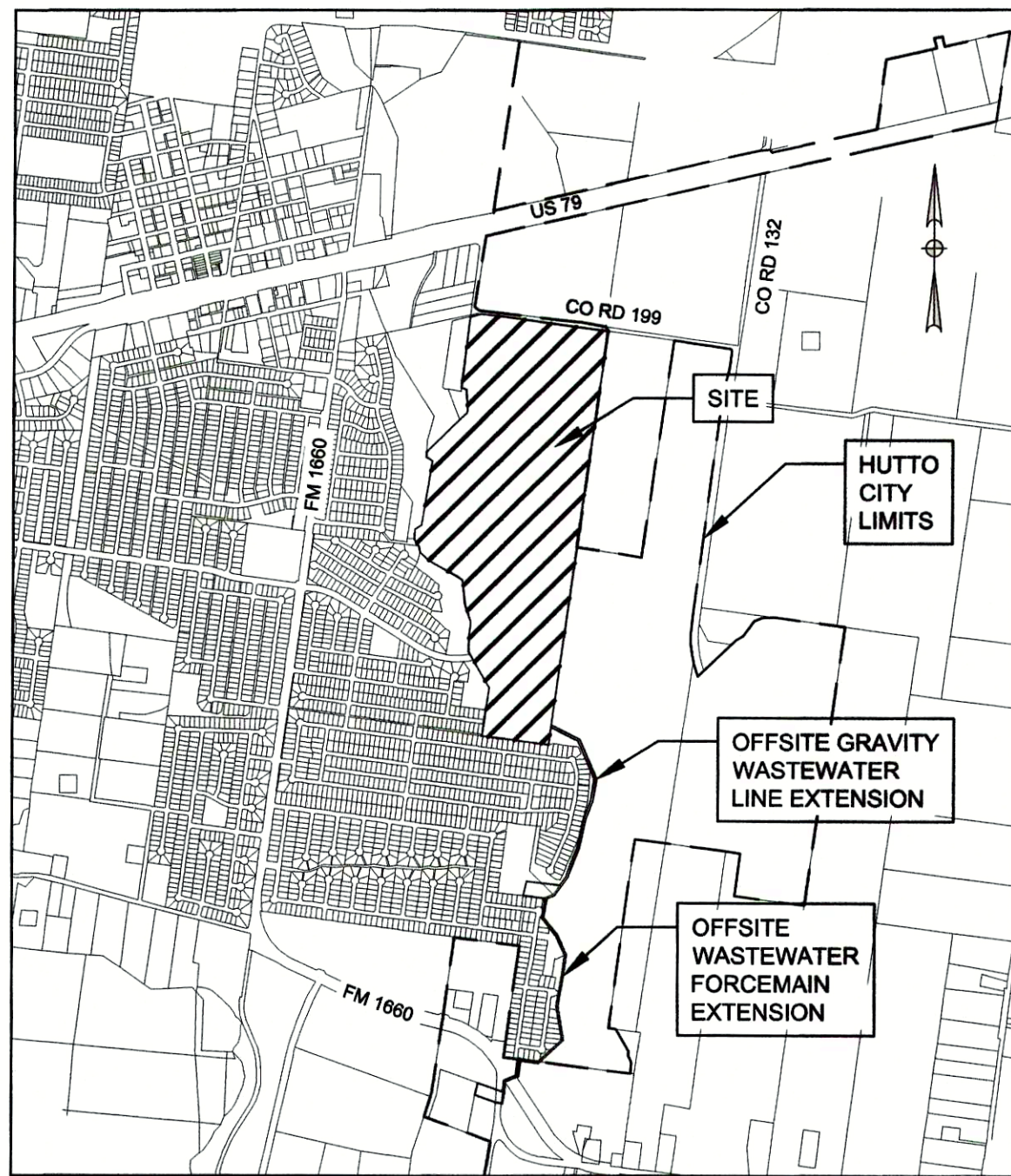
CONSIDERED and RESOLVED on this the **4th** day of the month **October, 2018**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

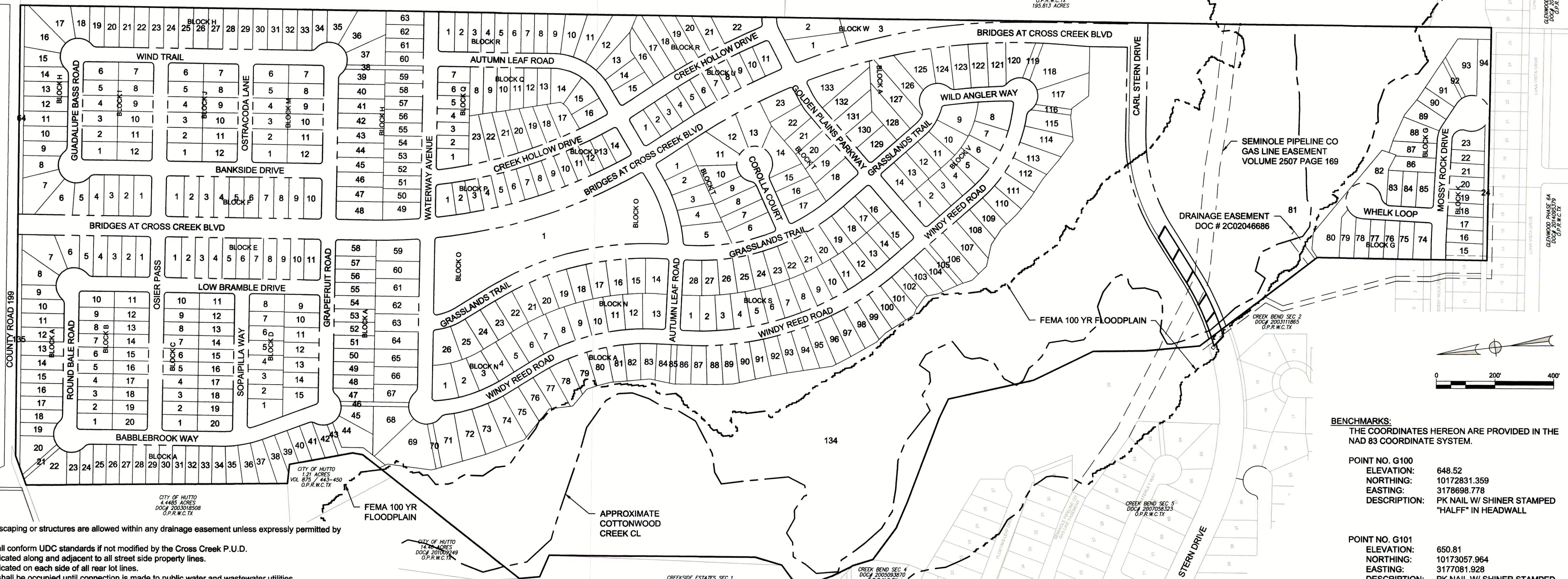


LOCATION MAP
1" = 2000'

BOONE, REBECCA & ROXANNE &
TIMOTHY REICHELMAN
66.14 ACRES
DOC# 2010539010
O.P.R.W.C.TX

JOHNSTON, MYRON THORNE
66.14 ACRES
DOC# 2010539010
O.P.R.W.C.TX

NOREN, THOMAS J. & CHRISTY D.
66.14 ACRES
DOC# 2010539010
O.P.R.W.C.TX



- No building, fencing, landscaping or structures are allowed within any drainage easement unless expressly permitted by the City of Hutto.
- Building setback lines shall conform UDC standards if not modified by the Cross Creek P.U.D.
- A 5' P.U.E. is hereby dedicated along and adjacent to all street side property lines.
- A 5' P.U.E. is hereby dedicated on each side of all rear lot lines.
- No lot in this subdivision shall be occupied until connection is made to public water and wastewater utilities.
- Street lighting shall be provided by the developer in conformance with the UDC requirements.
- Sidewalks shall be constructed on both sides of all streets within and bounding this subdivision. With the following Exception: Carl Stern Drive will be provided with an 8' sidewalk on the north side of the street.
- Water and wastewater service for this subdivision will be available through the City of Hutto after the appropriate water and wastewater system improvements are installed to this site. The City of Hutto assumes no obligations for installing any water and wastewater improvements required to serve this site.
- In order to promote drainage away from a structure, the slab elevation should be built at least one-foot above the surrounding ground, and the ground should be graded away from the structure at a slope of 1/4" per foot for a distance of at least 10 feet.
- There are areas within the boundaries of this subdivision in the 100-year floodplain as defined by FIRM Map Number 48491C0520E, effective date of Sept. 26, 2008.
- Amenity, open space, all street trees and greenlink lots will be owned and maintained by the Homeowners Association.
- Greenlink lots shall be developed in conformance with the Cross Creek P.U.D.
- All lots in this subdivision are restricted to single family residential use, unless otherwise indicated.
- The maximum impervious coverage per residential lot is 50%.

CITY OF HUTTO DEVELOPMENT SERVICES
210 U.S. 79 EAST, SUITE #103,
HUTTO, TX 78634
(512) 759-3479

WATER AND WASTEWATER SERVICE:
CITY OF HUTTO ENGINEERING
210 U.S. 79 EAST, SUITE #203,
HUTTO, TX 78634
CONTACT: ROBERT SIMS, P.E.
(512) 759-4016

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

TV CABLE SERVICE:
SPECTRUM BUSINESS
(FORMERLY TIME WARNER CABLE)
CONTACT: CHRIS TERHEUN
(202) 602-6792

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

FIRE DEPARTMENT:
WILLIAMSON COUNTY ESD#3
501 EXCHANGE BLVD.
HUTTO, TEXAS 78634
(512) 759-2616

OWNERS:
CHARLES SHELL
6 WEST NAKOMA
ROUND ROCK, TX 78664

DEVELOPER:
MERITAGE HOMES
8920 BUSINESS PARK DRIVE, SUITE 350
AUSTIN, TX 78759

ACREAGE: 167.4610 ACRES

NUMBER OF BLOCKS: 23
LINEAR FEET OF NEW STREETS: 24,871 LF.

ORIGINAL SUBMITTAL DATE: 8/6/2018

DATE OF PLANNING AND ZONING COMMISSION APPROVAL:

ENGINEER:
HALFF ASSOCIATES, INC.
9500 AMBERGLEN BLVD.
BUILDING F, SUITE 125
AUSTIN, TX 78729



9/19/2018
TYPE FIRM #F-312

SURVEYOR:
HALFF ASSOCIATES, INC.
9500 AMBERGLEN BLVD.
BUILDING F, SUITE 125
AUSTIN, TX 78729



9/19/2018

LAND USE TABLE		
LAND USE SUMMARY	# OF LOTS	BLOCK / LOT
SINGLE FAMILY RESIDENTIAL	488	
OPEN SPACE	7	BLOCK A-134 & 135, BLOCK G-81, BLOCK H-64, BLOCK R-22, BLOCK T-14, BLOCK W-3
GREENLINK / DRAINAGE EASEMENT	7	BLOCK A-43,70,85,105,116, BLOCK G-82, BLOCK K-24
GREENLINK / WATER EASEMENT	1	BLOCK A-21
GREENLINK / WASTEWATER EASEMENT	1	BLOCK A-119
GREEN LINK	2	BLOCK A-46, BLOCK H-38
PARKLAND	1	BLOCK O-1

BENCHMARKS:
THE COORDINATES HEREON ARE PROVIDED IN THE NAD 83 COORDINATE SYSTEM.

POINT NO. G100
ELEVATION: 648.52
NORTHING: 10172831.359
EASTING: 3178698.778
DESCRIPTION: PK NAIL W/ SHINER STAMPED "HALFF" IN HEADWALL

POINT NO. G101
ELEVATION: 650.81
NORTHING: 10173057.964
EASTING: 3177081.928
DESCRIPTION: PK NAIL W/ SHINER STAMPED "HALFF" IN ASPHALT

POINT NO. G102
ELEVATION: 631.90
NORTHING: 10169466.737
EASTING: 3175808.820
DESCRIPTION: PK NAIL W/ SHINER STAMPED "HALFF" IN ASPHALT

POINT NO. G103
ELEVATION: 626.35
NORTHING: 10168222.302
EASTING: 3176435.650
DESCRIPTION: PK NAIL W/ SHINER STAMPED "HALFF" IN ASPHALT

Received 9/20/18



CROSS CREEK SUBDIVISION
MERITAGE HOMES
HUTTO, TX



Revision	Date	Description

PLANNING
PURPOSES ONLY
NOT ISSUED FOR
CONSTRUCTION

Project No.: 32726.002
Issued: 09/19/2018
Drawn By: MCS
Checked By: MKS
Scale:
Sheet Title

PRELIMINARY PLAT
OVERALL

01 OF 13

Sheet Number

BEING A 167.461 ACRES TRACT, SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NUMBER 271, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A CALLED 167.375 ACRES TRACT DESCRIBED IN A WARRANTY DEED TO ROBERT DERRELL NEAL AND RECORDED IN VOLUME 2481, PAGE 383 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "BASELINE INC." found in the south right-of-way line of County Road 199 (CR 199), a variable width right-of-way (no recording info found), for the northeast corner of said 167.375 acres tract, same being the northwest corner of a called 46.14 acres tract described in a Special Warranty Deed to Leshcher Investments, LP and recorded in Document Number 2010007503 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.);

THENCE leaving said south right-of-way line of CR 199, with the east line of said 167.375 acres tract, same being the west line of said 46.14 acres tract and the west line of the remainder of a called 367.15 acres tract described in a Warranty Deed to Hutto 372, LTD and recorded in Document Number 200309297 of said O.P.R.W.C.T., S07°45'44"W a distance of 4,157.28 feet to 5/8-inch iron rod found for an angle point in said east line of the 167.375 acres tract and said west line of the remainder of the 367.15 acres tract;

CONTINUING with said east line of the 167.375 acres tract and the west line of the remainder of the said 367.15 acres tract, S07°34'46"W passing at a distance of 643.67 feet a 1/2-inch iron rod with plastic cap stamped "DIAMOND SURVEYING" found for the northeast corner of Lot 32, Glenwood, Phase 5, a legal subdivision according to the plat of record in Document Number 2015064417 of said O.P.R.W.C.T., continuing in all a distance of 854.99 feet to a 1/2-inch iron rod with plastic cap stamped "RJ SURVEYING" found for the southeast corner of said 167.375 acres tract, same being the southwest corner of said Lot 32, Glenwood Phase 5, the northwest corner of Lot 26, said Glenwood Phase 5, and the northeast corner of Lot 25, Glenwood Phase 6A, a legal subdivision according to the plat of record in Document Number 2014095379 of said O.P.R.W.C.T.;

THENCE with the south line of said 167.375 acres tract, same being the north line of said Glenwood Phase 6A and the north line of Glenwood Phase 6B, a legal subdivision according to the plat of record in Document Number 2015069954 of said O.P.R.W.C.T., N82°12'11"W a distance of 791.37 feet to a 1/2-inch iron rod with plastic cap stamped "RJ SURVEYING" found in the north line of Lot 13, Block L, said Glenwood Phase 6B for the southwest corner of said 164.375 acres tract, same being the southeast corner of a 20-foot wide roadway as described in a Dedication Deed to the Public in Volume 271, Page 110 of said O.P.R.W.C.T.;

THENCE leaving said north line of Lot 13,Block L, Glenwood Phase 6B with the west line of said 167.375 acres tract, same being the east line of said 20-foot wide roadway, and the east line of Creek Bend, Section 2, a legal subdivision according to the plat of record in Document Number 2003111865 of said O.P.R.W.C.T., N07°49'29"E a distance of 578.72 feet to a 1-inch (inside diameter) iron pipe found for an angle point in said east line of the 167.375 acres tract and said west line of Creek Bend, Section 2;

CONTINUING with said west line of the 167.375 acres tract, same being said east line of Creek Bend, Section 2, the east line of a called 1.77 acres tract described in a Dedication Special Warranty Deed to the City of Hutto and recorded in Document Number 2007055773 of said O.P.R.W.C.T., and the east line of Creek Bend Section 5, a legal subdivision according to the plat of record in Document Number 2007058323 of said O.P.R.W.C.T., N30°06'10"W a distance of 499.87 feet to a 1/2-inch iron rod with plastic cap stamped "BASELINE INC." found for an angle point in said west line of the 167.375 acres tract and said east line of Creek Bend Section 5;

CONTINUING with said east line of the 167.375 acres tract and said east line of Creek Bend Section 5 the following nine (9) courses and distances:

1. N01°48'18"E a distance of 187.76 feet to a 1/2-inch iron rod with plastic cap stamped "BASELINE INC." found,
2. N06°10'04"E a distance of 175.64 feet to a 1/2-inch iron rod found,
3. N18°52'15"W a distance of 226.14 feet to a 1/2-inch iron rod found,
4. N05°32'37"W a distance of 296.97 feet to a 1/2-inch iron rod with plastic cap stamped "STANLEY CONSULTANTS INC." found,
5. N57°21'53"W a distance of 73.20 feet to a 1/2-inch iron rod with (cap illegible)found,
6. N62°30'06"W a distance of 172.87 feet to a 1/2-inch iron rod with plastic cap stamped "M. MEADOR RPLS 1966" found,
7. N62°02'30"W a distance of 132.78 feet to a 1/2-inch iron rod found,
8. N59°56'34"W a distance of 94.51 feet to a 1/2-inch iron rod found, and
9. N46°24'31"W a distance of 133.65 feet to a 1/2-inch iron rod found for an angle point in said west line of the 167.375 acres tract, same being the northwest corner of Lot 28, Block B, said Creek Bend Section 5, same being the most easterly corner of Lot 16, Block B, Creek Bend Section 4, a legal subdivision according to the plat of record in Document Number 2005093870 of said O.P.R.W.C.T.;

CONTINUING with said west line of the 167.375 acres tract, same being the east line of Lot 16, Creek Bend Section 4, the following two (2) courses and distances:

1. N10°19'27"W a distance of 73.59 feet to a 1/2-inch iron rod with plastic cap stamped "M MEADOR RPLS 1966" found, and
2. N37°39'42"W a distance of 5.18 feet to a 1/2-inch iron rod found for the northeast corner of Lot 16, Creek Bend Section 4, same being the southeast corner of Lot 21, Block B, Creekside Estates Section 1, a legal subdivision according to the plat of record in Document Number 1999084644 of said O.P.R.W.C.T.;

CONTINUING with said west line of the 167.375 acres tract, N19°24'00"W a distance of 73.21 feet to a 1/2-inch iron rod with plastic cap stamped "BASELINE INC." found in said west line of the 167.375 acres tract;

THENCE with said west line of the 167.375 acres tract, N12°26'12"W passing at a distance of 102.48 feet the east line of Lot 22, Block B, said Creekside Estates Section 1, and continuing in all a distance of 120.20 feet to a 1/2-inch iron rod stamped "BASELINE INC." for an angle point in said west line of the 167.375 acres tract, and from which a 1/2-inch iron rod found for an angle point in said east line of Lot 22 bears S42°10'33"E a distance of 6.50 feet;

CONTINUING across said Lot 22 with said west line of the 167.375 acres tract, N60°46'25"E a distance of 96.22 feet to 1/2-inch iron rod found for an angle point in said west line of the 167.375 acres tract, and said east line of said Lot 22, Creekside Estates Section 1;

THECNE leaving said east line of Lot 22, Creekside Estates Section 1, continuing with said west line of the 167.375 acres tract, the following two (2) courses and distances:

1. N23°37'10"E a distance of 95.09 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF" set, and
2. N07°18'37"E a distance of 701.65 feet to a 1/2-inch iron rod found for an angle point in said west line of the 167.375 acres tract, same being and angle point in said east line of Lot 22, Creekside Estate Section 1;

CONTINUING with said west line of the 167.375 acres tract, same being said east line of Lot 22, Creekside Estates Section 1 the following two (2) courses and distances:

1. N59°31'53"W a distance of 79.81 feet to a 1/2-inch iron rod found, and
2. N02°12'28"E a distance of 69.49 feet to a 1/2-inch iron rod found for an angle point in said west line of the 167.375 acres tract and said east line of Lot 22, Creekside Estates Section 1, for the southwest corner of a called 14.463 acres tract described in a Special Warranty Deed and Quitclaim to the City of Hutto and recorded in Document Number 2010009249 of said O.P.R.W.C.T.;

THENCE with said west line of the 167.375 acres tract, same being the south line of said 14.463 acres tract and the south line of a called 15.52 acres tract described in a Warranty Deed to the City of Hutto and recorded in Volume 875, Page 443 of said D.R.W.C.T., N44°58'37"E a distance of 678.88 feet to a 1/2-inch iron rod with plastic cap stamped "BASELINE INC." found for an angle point in said west line of the 167.375 acres tract for the southeast corner of said 15.52 acres tract;

THENCE with said west line of the 167.375 acres tract, same being the east line of said 15.52 acres tract the following two (2) courses and distances:

1. N16°42'52"E a distance of 35.17 feet to a 1/2-inch iron rod found,
2. N03°26'59"W a distance of 217.96 feet to a 1/2-inch iron rod with plastic cap stamped "BASELINE INC.", and
3. N77°01'16"W a distance of 65.76 feet to a 1/2-inch iron rod found for an angle point in said east line of the 15.52 acres tract, same being the southeast corner of a called 4.4485 acres tract described in a General Warranty Deed to the City of Hutto and recorded in Document Number 2003018508 of said O.P.R.W.C.T.;

THENCE leaving said east line of the 15.52 acres tract, continuing with said west line of the 167.375 acres tract, same being the east line of said 4.4485 acres tract, N06°31'24"E a distance of 890.75 feet to a 1/2-inch iron rod found in the east line of said 14.463 acres tract, for the northwest corner of said 167.375 acres tract, same being the northeast corner of said 4.4485 acres tract;

THENCE with the north line of said 167.375 acres tract, same being said east line of the 14.463 acres tract, N77°09'39"E a distance of 105.46 feet to a fence corner post found in said east line of the 14.463 acres tract, for and angle point in said north line of the 167.375 acres tract;

THENCE leaving said east line of the 14.463 acres tract, with said north line of the 16.375 acres tract, same being the south right-off-way line of said CR199, S82°37'57"E a distance of 1,535.39 feet to said **POINT OF BEGINNING** and containing 167.461 acres.

Basis of bearings is the Texas Coordinate System of 1983, Central Zone 4203 (NAD83/2011). All distances and coordinates shown hereon are surface and may be converted to grid by using the surface adjustment factor of 1.00012.
Units: U.S. Survey Feet.

I, Dan H. Clark, Registered Professional Land Surveyor, hereby certify that this legal description and the accompanying parcel plat of even date represents an actual survey made on the ground under my supervision.


Dan H. Clark, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6011
Half Associates, Inc.,
TBPLS Firm No. 10029607
9500 Amberglen Blvd., Bldg. F, Ste. 125, Austin, Texas 78729, 512-777-4600

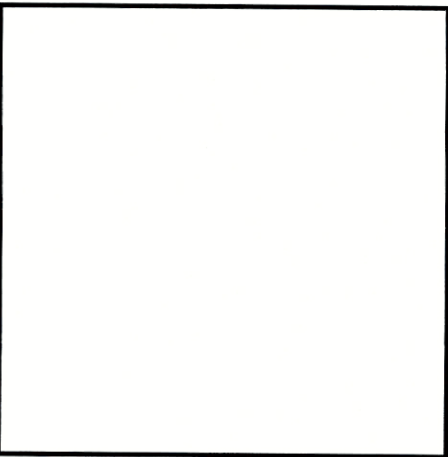
9/19/2018
Date



CROSS CREEK SUBDIVISION
MERITAGE HOMES
HUTTO, TX



Revision No.	Date	Description							



PLANNING
PURPOSES ONLY
NOT ISSUED FOR
CONSTRUCTION

Project No.:	32726.002
Issued:	09/19/2018
Drawn By:	MCS
Checked By:	MKS
Scale:	
Sheet Title	METES AND BOUNDS DESCRIPTION
	02 OF 13
Sheet Number	





Received 9/20/18



PARCEL LINE DATA		
LINE #	BEARING	DISTANCE
L1	N77°09'39"E	105.46'
L2	N1°48'18"E	187.76'
L3	N6°10'04"E	175.84'
L4	N18°52'15"W	226.14'
L5	N5°32'37"W	296.97'
L6	N57°21'53"W	73.20'
L7	N62°30'06"W	172.87'
L8	N62°02'30"W	132.78'
L9	N59°56'34"W	94.51'
L10	N46°24'31"W	133.65'
L11	N37°39'42"W	5.18'
L12	N10°19'27"W	73.59'
L13	N19°24'00"W	73.21'
L14	N12°26'12"W	120.20'
L15	N60°46'25"E	96.22'
L16	N23°37'10"E	95.09'
L17	N59°31'53"W	79.81'
L18	N2°12'28"E	69.49'
L19	N16°42'52"E	35.17'
L20	N3°26'59"W	217.96'
L21	N77°01'16"W	65.76'

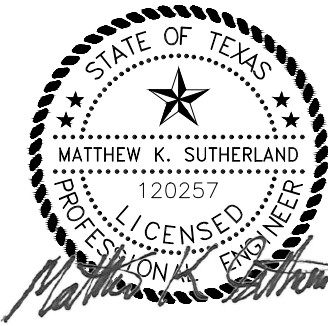
MATCHLINE SEE SHEET 04

JOHNSTON, MYRON THORNE
46.14 ACRES
DOC# 2011057142
O.P.R.W.C.TX

CROSS CREEK SUBDIVISION
MERITAGE HOMES
HUTTO, TX



5800 AMBERGLEN BLVD
AUSTIN, TEXAS 78729
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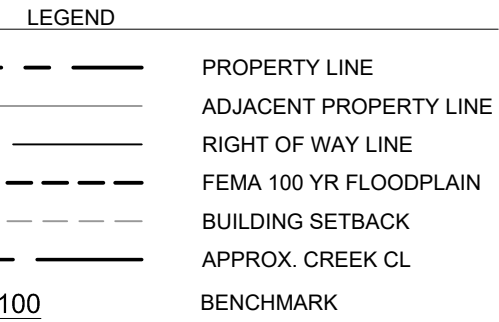
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Project No.: 32726.002
Issued: 09/19/2018
Drawn By: MCS
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Scale:
Sheet Title

PRELIMINARY PLAT
SHEET 1 OF 3

03 OF 13

Sheet Number



HUTTO CITY OF
WWW.HUTTOTX.GOV

PARCEL LINE DATA		
LINE #	BEARING	DISTANCE
L1	N77°09'39"E	105.46'
L2	N1°48'18"E	187.76'
L3	N6°10'04"E	126.64'
L4	N18°52'15"W	228.14'
L5	N5°32'37"W	286.97'
L6	N57°21'53"W	73.20'
L7	N62°30'06"W	172.87'
L8	N62°02'30"W	132.78'
L9	N59°56'34"W	94.51'
L10	N46°24'31"W	133.65'
L11	N37°39'42"W	5.18'
L12	N10°19'27"W	73.59'
L13	N19°24'00"W	73.21'
L14	N12°26'12"W	120.20'
L15	N60°46'25"E	96.22'
L16	N23°37'10"E	95.09'
L17	N59°13'31"E	79.81'
L18	N2°12'28"E	69.49'
L19	N16°42'52"E	35.17'
L20	N3°26'59"W	217.96'
L21	N77°01'16"W	65.76'

CROSS CREEK SUBDIVISION
MERITAGE HOMES
HUTTO, TX

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Project No.:	32726.002
Issued:	09/19/2018
Drawn By:	MCS
Checked By:	MKS
Scale:	
Sheet Title	
PRELIMINARY PLAT SHEET 3 OF 3	
05 OF 13	
Sheet Number	

LOT TABLE					
LOT #	BLOCK	PHASE	SQ. FT.	ACRE	TYPE
1	BLOCK A	PHASE III	6907.08	0.16	45'
2	BLOCK A	PHASE III	6672.00	0.15	45'
3	BLOCK A	PHASE III	6672.00	0.15	45'
4	BLOCK A	PHASE III	6672.00	0.15	45'
5	BLOCK A	PHASE III	6041.42	0.14	45'
6	BLOCK A	PHASE III	7017.78	0.16	45'
7	BLOCK A	PHASE III	12806.41	0.29	45'
8	BLOCK A	PHASE III	9635.11	0.22	45'
9	BLOCK A	PHASE III	5963.47	0.14	45'
10	BLOCK A	PHASE III	6964.02	0.16	45'
11	BLOCK A	PHASE III	6976.46	0.16	45'
12	BLOCK A	PHASE III	6960.59	0.16	45'
13	BLOCK A	PHASE III	6944.71	0.16	45'
14	BLOCK A	PHASE III	6928.83	0.16	45'
15	BLOCK A	PHASE III	6575.04	0.15	45'
16	BLOCK A	PHASE III	6467.21	0.15	45'
17	BLOCK A	PHASE III	6453.25	0.15	45'
18	BLOCK A	PHASE III	6294.07	0.14	45'
19	BLOCK A	PHASE III	5278.37	0.12	45'
20	BLOCK A	PHASE III	10170.07	0.23	45'
21	BLOCK A	PHASE III	2374.32	0.05	GREEN
22	BLOCK A	PHASE III	11534.00	0.26	45'
23	BLOCK A	PHASE III	5031.14	0.12	45'
24	BLOCK A	PHASE III	5918.18	0.14	45'
25	BLOCK A	PHASE III	6161.78	0.14	45'
26	BLOCK A	PHASE III	6117.98	0.14	45'
27	BLOCK A	PHASE III	6074.18	0.14	45'
28	BLOCK A	PHASE III	6030.38	0.14	45'
29	BLOCK A	PHASE III	5986.58	0.14	45'
30	BLOCK A	PHASE III	5942.79	0.14	45'
31	BLOCK A	PHASE III	5898.99	0.14	45'
32	BLOCK A	PHASE III	5855.19	0.13	45'
33	BLOCK A	PHASE III	5811.39	0.13	45'
34	BLOCK A	PHASE III	6003.12	0.14	45'
35	BLOCK A	PHASE II	6417.16	0.15	45'
36	BLOCK A	PHASE II	6805.55	0.16	45'
37	BLOCK A	PHASE II	7553.07	0.17	45'
38	BLOCK A	PHASE II	7468.02	0.17	45'
39	BLOCK A	PHASE II	5259.43	0.12	45'
40	BLOCK A	PHASE II	5417.30	0.12	45'
41	BLOCK A	PHASE II	5764.55	0.13	45'
42	BLOCK A	PHASE II	5295.52	0.12	45'
43	BLOCK A	PHASE II	5403.95	0.12	45'
44	BLOCK A	PHASE II	10019.96	0.23	45'
45	BLOCK A	PHASE II	7414.51	0.17	45'
46	BLOCK A	PHASE I	3479.36	0.08	GREEN
47	BLOCK A	PHASE II	5751.91	0.13	45'
48	BLOCK A	PHASE II	6255.00	0.14	45'
49	BLOCK A	PHASE II	6255.00	0.14	45'
50	BLOCK A	PHASE II	6255.00	0.14	45'
51	BLOCK A	PHASE II	6255.00	0.14	45'
52	BLOCK A	PHASE II	6255.00	0.14	45'
53	BLOCK A	PHASE II	6255.00	0.14	45'
54	BLOCK A	PHASE II	6255.00	0.14	45'
55	BLOCK A	PHASE II	6255.00	0.14	45'
56	BLOCK A	PHASE II	6255.00	0.14	45'
57	BLOCK A	PHASE II	6255.00	0.14	45'
58	BLOCK A	PHASE II	7623.57	0.18	45'
59	BLOCK A	PHASE I	10760.17	0.25	60'
60	BLOCK A	PHASE I	8940.00	0.21	60'
61	BLOCK A	PHASE I	8940.00	0.21	60'
62	BLOCK A	PHASE I	8940.00	0.21	60'
63	BLOCK A	PHASE I	8940.00	0.21	60'
64	BLOCK A	PHASE I	8940.00	0.21	60'
65	BLOCK A	PHASE I	8940.00	0.21	60'
66	BLOCK A	PHASE I	8940.00	0.21	60'
67	BLOCK A	PHASE I	8193.91	0.19	60'
68	BLOCK A	PHASE I	14353.86	0.33	60'
69	BLOCK A	PHASE I	21847.39	0.50	60'
70	BLOCK A	PHASE I	3066.16	0.07	GREEN
71	BLOCK A	PHASE IV	12306.22	0.28	60'
72	BLOCK A	PHASE IV	11753.58	0.27	60'
73	BLOCK A	PHASE IV	10628.00	0.24	60'
74	BLOCK A	PHASE IV	10816.41	0.25	60'
75	BLOCK A	PHASE IV	9344.66	0.21	60'
76	BLOCK A	PHASE IV	7666.70	0.18	60'
77	BLOCK A	PHASE IV	8377.31	0.19	60'
78	BLOCK A	PHASE IV	8853.66	0.20	60'
79	BLOCK A	PHASE IV	7683.84	0.18	60'
80	BLOCK A	PHASE IV	7593.07	0.17	60'

LOT TABLE					
LOT #	BLOCK	PHASE	SQ. FT.	ACRE	TYPE
81	BLOCK A	PHASE IV	6450.44	0.15	50'
82	BLOCK A	PHASE IV	6504.39	0.15	50'
83	BLOCK A	PHASE IV	6370.72	0.15	50'
84	BLOCK A	PHASE I	6375.13	0.15	50'
85	BLOCK A	PHASE I	2659.37	0.06	GREEN
86	BLOCK A	PHASE I	6771.55	0.16	50'
87	BLOCK A	PHASE I	6878.56	0.16	50'
88	BLOCK A	PHASE I	6964.01	0.16	50'
89	BLOCK A	PHASE I	7043.13	0.16	50'
90	BLOCK A	PHASE I	6842.09	0.16	50'
91	BLOCK A	PHASE I	6691.86	0.15	50'
92	BLOCK A	PHASE I	6770.51	0.16	50'
93	BLOCK A	PHASE I	7046.93	0.16	50'
94	BLOCK A	PHASE I	7552.62	0.17	50'
95	BLOCK A	PHASE I	8190.45	0.19	50'
96	BLOCK A	PHASE I	8217.77	0.19	50'
97	BLOCK A	PHASE I	8038.18	0.18	50'
98	BLOCK A	PHASE I	7969.26	0.18	50'
99	BLOCK A	PHASE I	7528.11	0.17	50'
100	BLOCK A	PHASE I	7514.89	0.17	50'
101	BLOCK A	PHASE I	7581.97	0.17	50'
102	BLOCK A	PHASE I	6663.68	0.15	50'
103	BLOCK A	PHASE I	7121.55	0.16	50'
104	BLOCK A	PHASE I	8046.03	0.18	50'
105	BLOCK A	PHASE I	3442.53	0.08	GREEN
106	BLOCK A	PHASE IV	11079.47	0.25	60'
107	BLOCK A	PHASE IV	10914.80	0.25	60'
108	BLOCK A	PHASE IV	8842.70	0.20	60'
109	BLOCK A	PHASE IV	7659.39	0.18	60'
110	BLOCK A	PHASE IV	7877.91	0.18	60'
111	BLOCK A	PHASE IV	7873.47	0.18	60'
112	BLOCK A	PHASE IV	7986.91	0.18	60'
113	BLOCK A	PHASE IV	9102.96	0.21	60'
114	BLOCK A	PHASE IV	10901.00	0.25	60'
115	BLOCK A	PHASE IV	10006.85	0.23	60'
116	BLOCK A	PHASE IV	2607.13	0.06	60'
117	BLOCK A	PHASE IV	14440.94	0.33	60'
118	BLOCK A	PHASE IV	23741.41	0.55	60'
119	BLOCK A	PHASE IV	3284.96	0.08	60'
120	BLOCK A	PHASE IV	9895.30	0.23	60'
121	BLOCK A	PHASE IV	9170.17	0.21	60'
122	BLOCK A	PHASE IV	9205.30	0.21	60'
123	BLOCK A	PHASE IV	9205.18	0.21	60'
124	BLOCK A	PHASE IV	8055.72	0.18	60'
125	BLOCK A	PHASE IV	11320.65	0.26	60'
126	BLOCK A	PHASE IV	11696.33	0.27	60'
127	BLOCK A	PHASE IV	14508.51	0.33	60'
128	BLOCK A	PHASE IV	10154.45	0.23	60'
129	BLOCK A	PHASE I	8378.54	0.19	60'
130	BLOCK A	PHASE I	7200.00	0.17	60'
131	BLOCK A	PHASE I	8568.85	0.20	60'
132	BLOCK A	PHASE I	11369.27	0.26	60'
133	BLOCK A	PHASE I	14197.11	0.33	60'
134	BLOCK A	PHASE I	1489721.45	34.20	OPEN
135	BLOCK A	PHASE III	11605.19	0.27	OPEN

LOT TABLE					
LOT #	BLOCK	PHASE	SQ. FT.	ACRE	TYPE
1	BLOCK B	PHASE III	6587.69	0.15	45'
2	BLOCK B	PHASE III	5409.15	0.12	45'
3	BLOCK B	PHASE III	5409.15	0.12	45'
4	BLOCK B	PHASE III	5409.15	0.12	45'
5	BLOCK B	PHASE III	5409.15	0.12	45'
6	BLOCK B	PHASE III	5409.15	0.12	45'
7	BLOCK B	PHASE III	5409.15	0.12	45'
8	BLOCK B	PHASE III	5409.15	0.12	45'
9	BLOCK B	PHASE III	5409.15	0.12	45'
10	BLOCK B	PHASE III	6587.69	0.15	45'
11	BLOCK B	PHASE III	6587.69	0.15	45'
12	BLOCK B	PHASE III	5409.15	0.12	45'
13	BLOCK B	PHASE III	5409.15	0.12	45'
14	BLOCK B	PHASE III	5409.15	0.12	45'
15	BLOCK B	PHASE III	5409.15	0.12	45'
16	BLOCK B	PHASE III	5409.15	0.12	45'
17	BLOCK B	PHASE III	5409.15	0.12	45'
18	BLOCK B	PHASE III	5409.15	0.12	45'
19	BLOCK B	PHASE III	5409.15	0.12	45'
20	BLOCK B	PHASE III	6587.69	0.15	45'

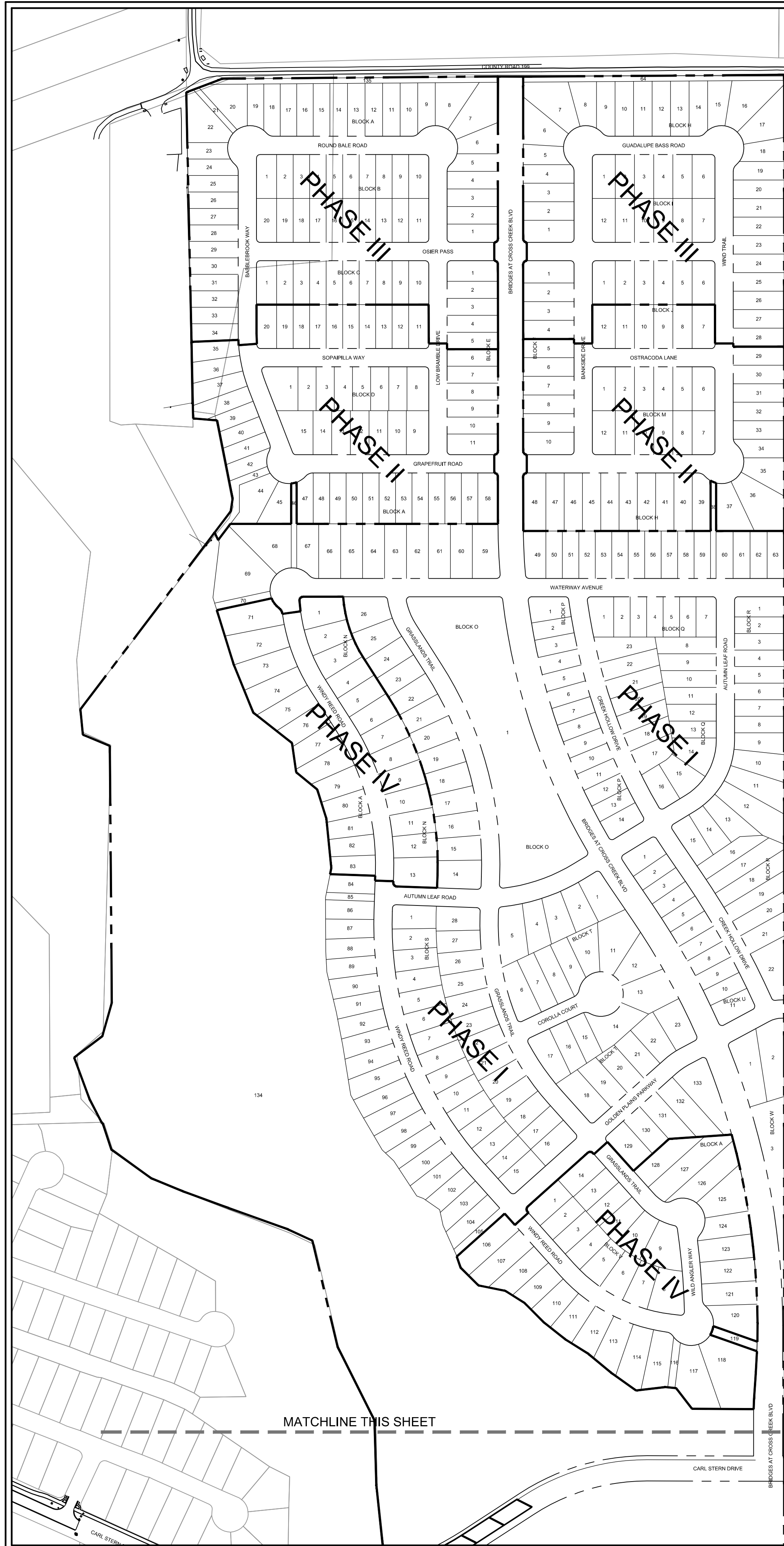
LOT TABLE					
LOT #	BLOCK	PHASE	SQ. FT.	ACRE	TYPE
1	BLOCK C	PHASE III	6587.69	0.15	45'
2	BLOCK C	PHASE III	5409.15	0.12	45'
3	BLOCK C	PHASE III	5409.15	0.12	45'
4	BLOCK C	PHASE III	5409.15	0.12	45'
5	BLOCK C	PHASE III	5409.15	0.12	45'
6	BLOCK C	PHASE III	5409.15	0.12	45'
7	BLOCK C	PHASE III	5409.15	0.12	45'
8	BLOCK C	PHASE III	5409.15	0.12	45'
9	BLOCK C	PHASE III	5409.15	0.12	45'
10	BLOCK C	PHASE III	6587.69	0.15	45'
11	BLOCK C	PHASE II	6587.69	0.15	45'
12	BLOCK C	PHASE II	5409.15	0.12	45'
13	BLOCK C	PHASE II	5409.15	0.12	45'
14	BLOCK C	PHASE II	5409.15	0.12	45'
15	BLOCK C	PHASE II	5409.15	0.12	45'
16	BLOCK C	PHASE II	5409.15	0.12	45'
17	BLOCK C	PHASE II	5409.15	0.12	45'
18	BLOCK C	PHASE II	5409.15	0.12	45'
19	BLOCK C	PHASE II	5409.15	0.12	45'
20	BLOCK C	PHASE II	6560.55	0.15	45'

LOT TABLE					
LOT #	BLOCK	PHASE	SQ. FT.	ACRE	TYPE
1	BLOCK D	PHASE II	9744.72	0.22	45'
2	BLOCK D	PHASE II	5955.11	0.14	45'
3	BLOCK D	PHASE II	5955.11	0.14	45'
4	BLOCK D	PHASE II	5955.11	0.14	45'
5	BLOCK D	PHASE II	5955.11	0.14	45'
6	BLOCK D	PHASE II	5955.11	0.14	45'
7	BLOCK D	PHASE II	5955.11	0.14	45'
8	BLOCK D	PHASE II	7133.85	0.16	45'
9	BLOCK D	PHASE II	7311.09	0.17	50'
10	BLOCK D	PHASE II	6125.47	0.14	50'
11	BLOCK D	PHASE II	6125.47	0.14	50'
12	BLOCK D	PHASE II	6125.47	0.14	50'
13	BLOCK D	PHASE II	6125.47	0.14	50'
14	BLOCK D	PHASE II	6125.47	0.14	50'
15	BLOCK D	PHASE II	9169.22	0.21	50'

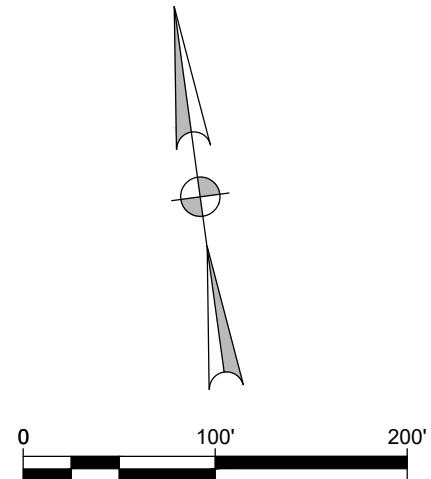
LOT TABLE					
LOT #	BLOCK	PHASE	SQ. FT.	ACRE	TYPE
1	BLOCK E	PHASE III	7791.63	0.18	45'
2	BLOCK E	PHASE III	6444.55	0.15	45'
3	BLOCK E	PHASE III	6444.55	0.15	45'
4	BLOCK E	PHASE III	6444.55	0.15	45'
5	BLOCK E	PHASE III	6444.55	0.15	45'
6	BLOCK E	PHASE II	6444.55	0.15	45'
7	BLOCK E	PHASE II	6444.55	0.15	45'
8	BLOCK E	PHASE II	6444.55	0.15	45'
9	BLOCK E	PHASE II	6444.55	0.15	45'
10	BLOCK E	PHASE II	6444.55	0.15	45'
11	BLOCK E	PHASE II	7791.63	0.18	45'

LOT TABLE					
LOT #	BLOCK	PHASE	SQ. FT.	ACRE	TYPE
1	BLOCK F	PHASE III	8436.08	0.19	50'
2	BLOCK F	PHASE III	7089.00	0.16	50'
3	BLOCK F	PHASE III	7089.00	0.16	50'
4	BLOCK F	PHASE III	7089.00	0.16	50'
5	BLOCK F	PHASE II	7089.00	0.16	50'
6	BLOCK F	PHASE II	7089.00	0.16	50'
7	BLOCK F	PHASE II	7089.00	0.16	50'
8	BLOCK F	PHASE II	7089.00	0.16	50'
9	BLOCK F	PHASE II	7089.00	0.16	50'
10	BLOCK F	PHASE II	8436.08	0.19	50'

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PHASE SUMMARY TABLE									
PHASE	LOTS PER PHASE	45' LOTS	50' LOTS	60' LOTS	TOTAL SINGLE FAMILY LOTS	OPEN SPACE LOTS	GREENLINK LOTS	PARK LAND LOTS	ACREAGE PER PHASE
PHASE 1	227	94	84	35	212	5	8	1	109.36
PHASE 2	97	48	48	0	96	0	1	0	19.09
PHASE 3	121	72	46	0	118	2	1	0	24.05
PHASE 4	62	0	17	44	62	0	1	0	14.97
TOTAL	507	214 (43.8%)	195 (40.0%)	79 (16.2%)	488	7	11	1	167.47



Received 9/20/18



TREE LIST			
TAG NO.	SPECIES/DIA.	TAG NO.	SPECIES/DIA.
11688	HACKBERRY 13IN	20342	HACKBERRY 9IN
11689	AMER ELM 17IN	20343	HACKBERRY 14IN
11690	AMER ELM 31IN	20344	PECAN 32IN
11691	HACKBERRY 9IN	20345	HACKBERRY 12IN
11692	HACKBERRY 13IN	20348	HACKBERRY DT 9/6IN
11693	HACKBERRY 9IN	20350	HACKBERRY 14IN
11694	HACKBERRY 8IN	20352	HACKBERRY 7IN
11695	PRIVOT MT 24IN	20353	AMER ELM 8IN
11696	PRIVOT MT 18IN	20354	HACKBERRY 7IN
11697	HACKBERRY 7IN	20355	HACKBERRY 14IN
11698	HACKBERRY DT 7/6	20357	HACKBERRY 7IN
11699	HACKBE 7IN	20358	AMER ELM 14IN
11700	BODARK 12IN	20360	PECAN 8IN
11701	HACKBERRY 11IN	21649	HACKBERRY 14IN
11702	HACKBERRY 15IN	21650	HACKBERRY 15IN
11703	HACKBERRY 9IN	21651	HACKBERRY 9/5IN
11704	HACKBERRY 9IN	21652	HACKBERRY 8IN
11705	HACKBERRY 8IN	21653	HACKBERRY 9IN
11706	HACKBERRY 8IN	21654	HACKBERRY 13/8IN
11707	HACKBERRY DT 7/7	21655	HACKBERRY 13IN
11708	HACKBERRY 7IN	21656	HACKBERRY 8IN
11709	HACKBERRY 8IN	21657	HACKBERRY 17IN
11710	HACKBERRY 9IN	21658	HACKBERRY 13IN
11711	HACKBERRY DT 8/4	21659	HACKBERRY 15IN
11712	HACKBERRY 7IN	21660	HACKBERRY 11IN
11713	HACKBERRY 8IN	21661	HACKBERRY 15IN
11714	HACKBERRY 11IN	21662	HACKBERRY 10IN
11715	HACKBERRY 11IN	21663	HACKBERRY 12IN
11716	BOXELDER 12IN	21664	HACKBERRY 11IN
11717	BOXELDER 6IN	21665	HACKBERRY 11IN
11718	HACKBERRY 14IN	21666	HACKBERRY 12IN
11719	HACKBERRY 7IN	21667	HACKBERRY 9IN
11720	HACKBERRY 11IN	21668	HACKBERRY 10IN
11721	BLACK WALNUT 12IN	21669	HACKBERRY 13IN
11722	HACKBERRY 12IN	21670	HACKBERRY 8IN
11723	HACKBERRY 7IN	21671	HACKBERRY 8IN
11724	HACKBERRY 7IN	21672	AM ELM 17IN
11725	HACKBERRY DT 7/4	60159	BODARK 30IN
11726	HACKBERRY 10	60160	AM ELM 8IN
12002	HACKBERRY 12IN	60161	BODARK 9IN
12003	HACKBERRY MT 22/13/10/9/6IN	60162	HACKBERRY 8IN
12004	HACKBERRY 10IN	60163	PECAN 9IN
12007	HB DT 16\10	60164	ASH 8IN
12010	HB DT 11\7	60165	ASH 7IN
12011	PECAN 22IN	60166	ASH 17IN
12012	PECAN DEAD 28IN	60167	ASH 15IN
20326	ASH 7IN	60168	BODARK DT 13/10IN
20327	ASH 6IN	60169	HACKBERRY 14IN
20328	ASH 10IN	60170	CHINABERRY 10IN
20329	ASH 12IN	60171	ASH 11IN
20330	SYCAMORE 7IN	60172	BOX ELDER 7IN
20331	ASH 10IN	60173	BODARK 12IN
20332	ASH TT 8\8\6IN	60174	BODARK DT 14/11IN
20333	HACKBERRY 12IN	60189	CHINABERRY 7IN
20334	HACKBERRY 8IN	60190	HACKBERRY 13IN
20335	HACKBERRY 10IN	60193	HACKBERRY 6IN
20336	HACKBERRY 19IN	60194	HACKBERRY 11IN
20337	ASH 20IN	60947	HACKBERRY 8IN
20338	AMER ELM 19IN	60948	HACKBERRY 8IN
20339	HACKBERRY DT 14/8IN	60949	HACKBERRY 13IN
20340	AMER ELM 12IN	60950	HACKBERRY DT 9/8IN
20341	HACKBERRY 7IN	60951	HACKBERRY 9IN

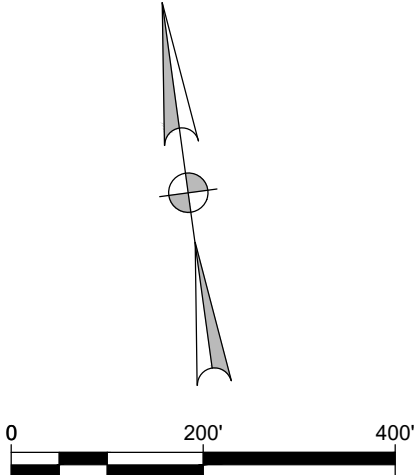
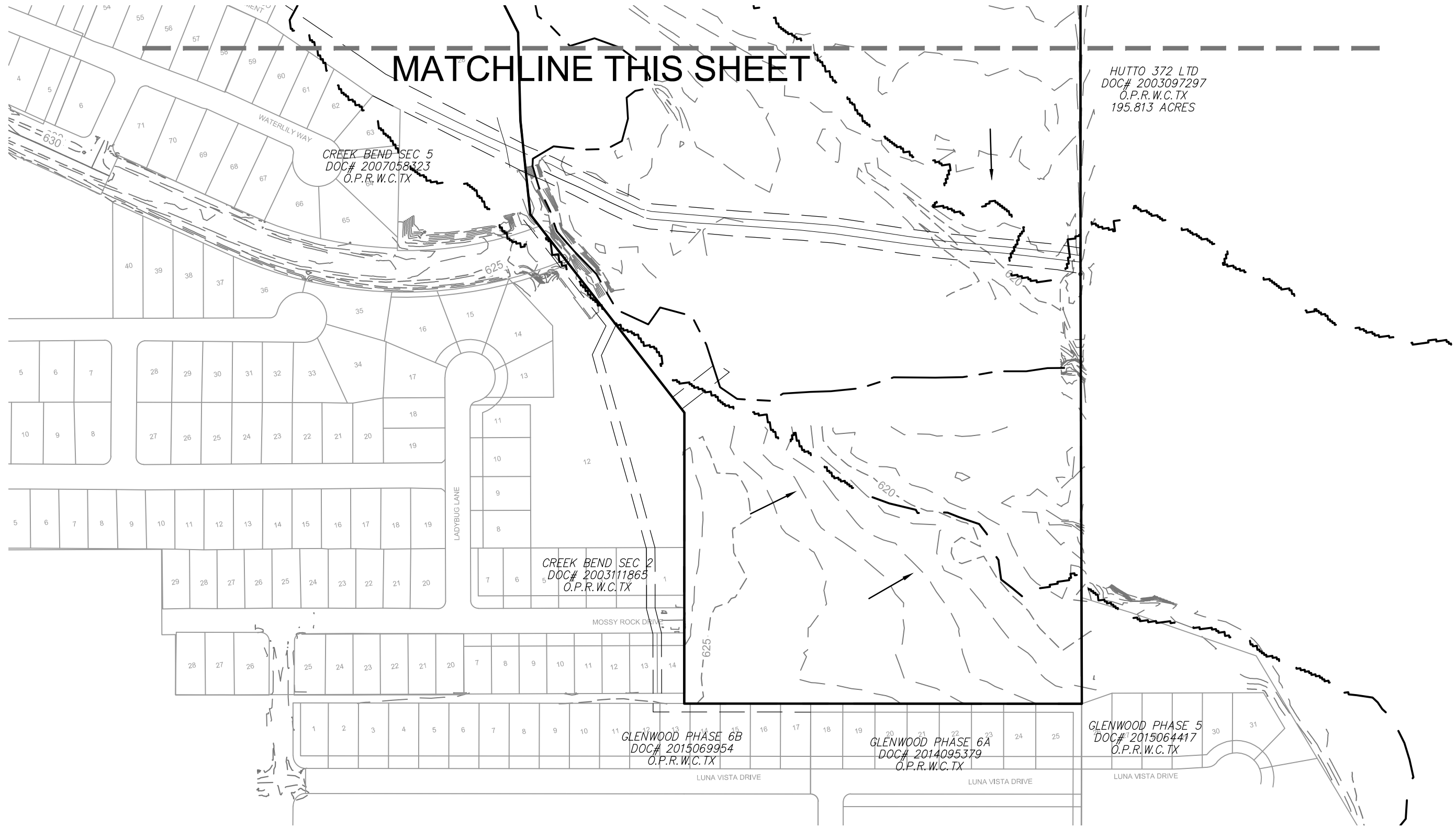
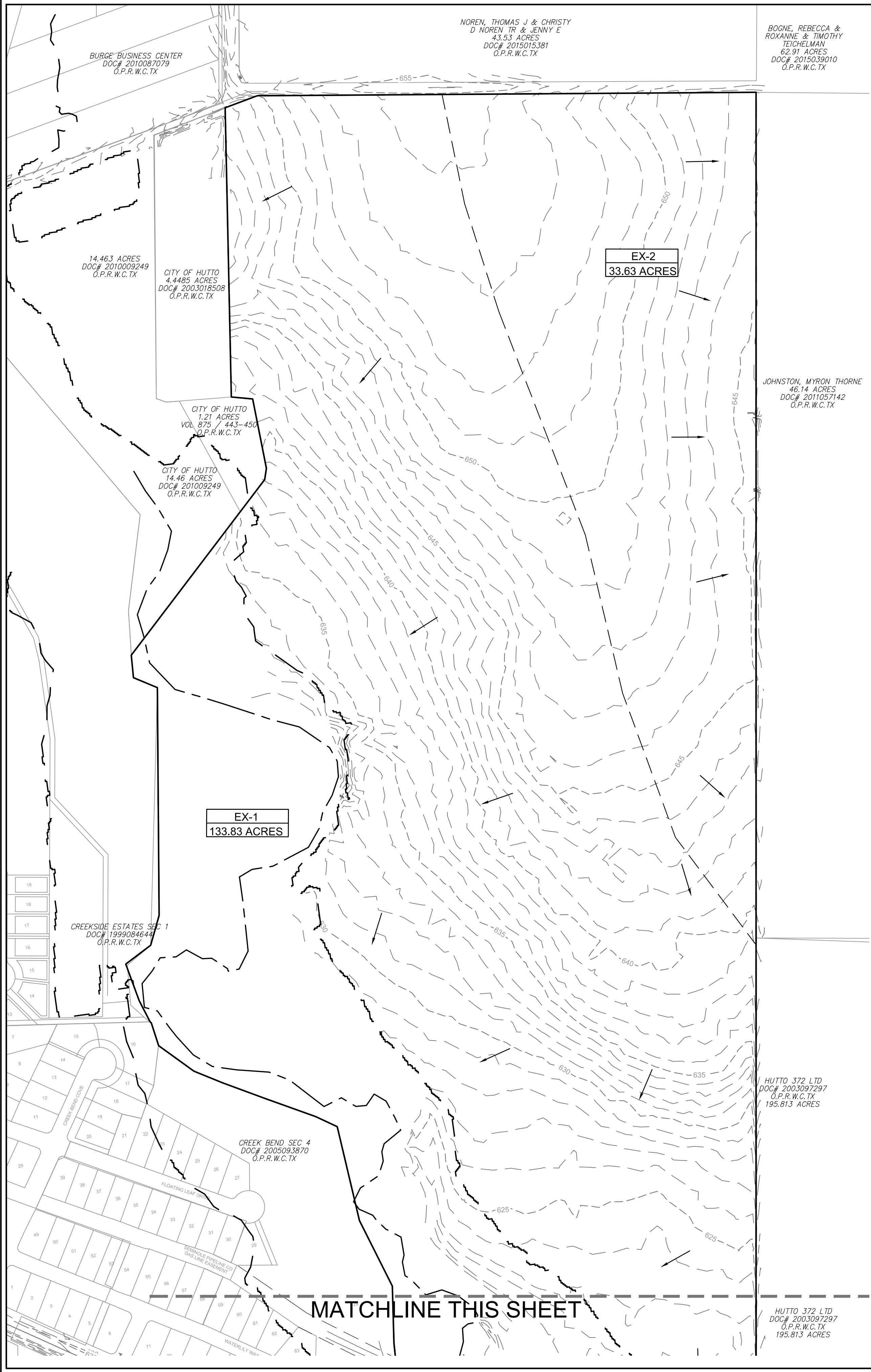
CROSS CREEK SUBDIVISION
MERITAGE HOMES
HUTTO, TX

[illegible]

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NOT ISSUED FOR
CONSTRUCTION**

Project No.:	32726.002
Issued:	09/19/2018
Drawn By:	MCS
Checked By:	MKS
Scale:	
Sheet Title	
TREE SURVEY AND PHASING PLAN	
07 OF 13	
Sheet Number	



LEGEND	
	PROPERTY LINE
	EXISTING DRAINAGE BOUNDARY
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	CENTER OF CREEK
	FEMA 100 YR FLOOD

Received 9/20/18



NOTE:
1. REFER TO "DETENTION ANALYSIS STUDY FOR CROSS CREEK SUBDIVISION - MERITAGE HOMES" DATED 9/17/2018 FOR EXISTING DRAINAGE ASSOCIATED WITH THE CROSS CREEK SUBDIVISION

CROSS CREEK SUBDIVISION MERITAGE HOMES HUTTO, TX

HALFF
800 AMBERGLEN BLVD
AUSTIN, TEXAS 78729
TEL (512) 222-9144
FAX (512) 222-9141

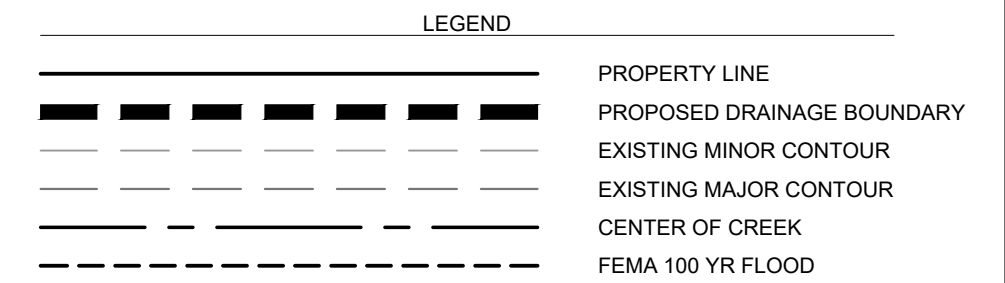
Revision		Description	
No.	Date		



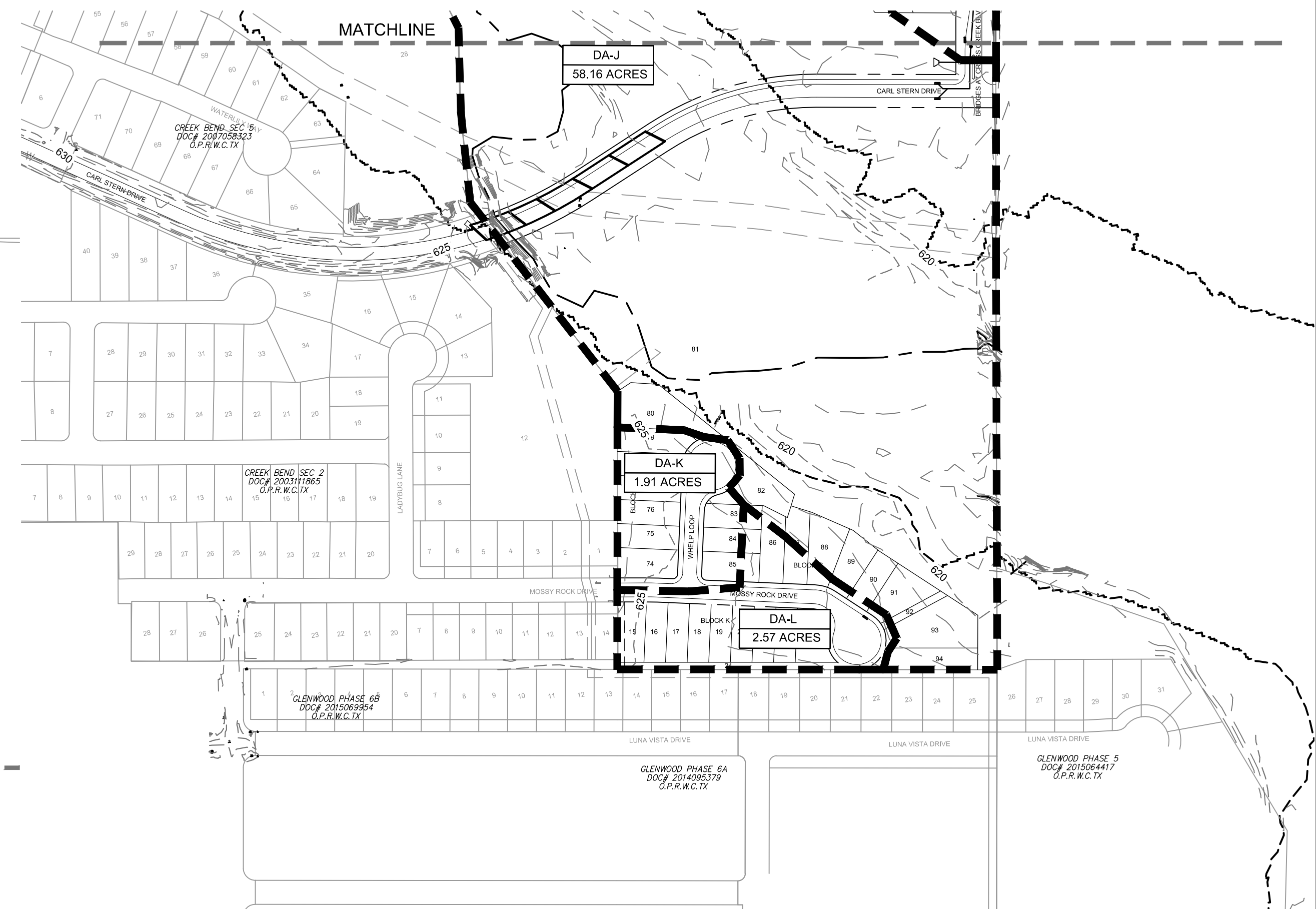
THE SEAL ORIGINALLY APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MATTHEW K. SUTHERLAND, PE NO. 120257 ON 9/19/2018. ALTERATION OF A PREVIOUSLY SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT. THE RECORD COPY OF THIS DRAWING IS ON FILE AT THE OFFICES OF HALFF ASSOCIATES, INC. 4030 BRAKER LANE, STE. 450 AUSTIN, TEXAS 78758. TPBE FIRM #F-318.

**PLANNING
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Project No.:	32726.002
Issued:	09/19/2018
Drawn By:	MCS
Checked By:	MKS
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Sheet Title	EXISTING DRAINAGE AREA LAYOUT
08 OF 13	
Sheet Number	



HUTTO CITY OF
WWW.HUTTOTX.GOV



HALFF

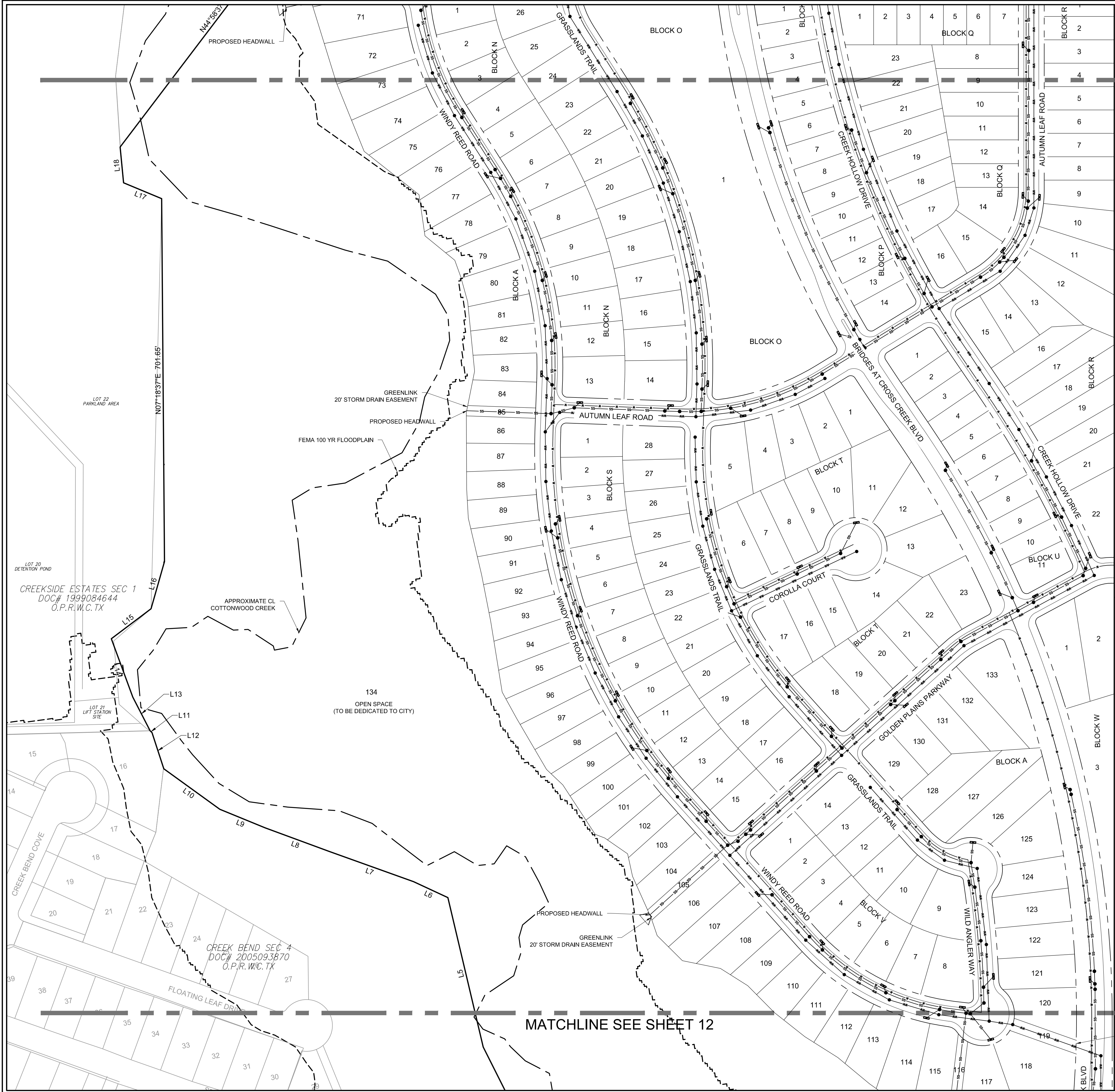
9500 AMBERGLEN BLVD
BUILDING F, SUITE 125
AUSTIN, TEXAS 78729
TEL (512) 252-8184
FAX (512) 252-8141

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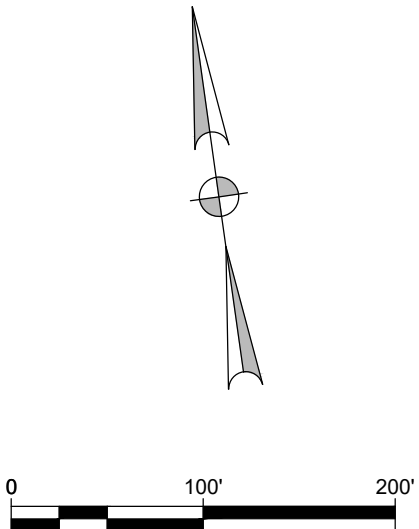
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NOT ISSUED FOR
CONSTRUCTION**

Project No.:	32726.002
Issued:	09/19/2018
Drawn By:	MCS
Checked By:	MKS
Scale:	
Sheet Title	
PROPOSED DRAINAGE LAYOUT	
09 OF 13	
Sheet Number	

MATCHLINE SEE SHEET 11



MATCHLINE SEE SHEET 10



LEGEND	
	PROPERTY LINE
	PROPOSED WASTEWATER LINE
	PROPOSED WATER LINE
	PROPOSED STORM SEWER LINE
	CENTER OF CREEK
	FEMA 100 YR FLOOD

JOHNSTON, MYRON THORNE
46.14 ACRES
DOC# 2011057142
O.P.R.W.C. TX

HUTTO 372 LTD
DOC# 2003097297
O.P.R.W.C. TX
195.813 ACRES

CROSS CREEK SUBDIVISION
MERITAGE HOMES
HUTTO, TX



Revision No.	Date	Description



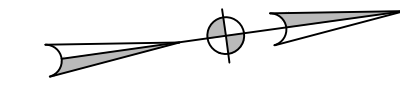
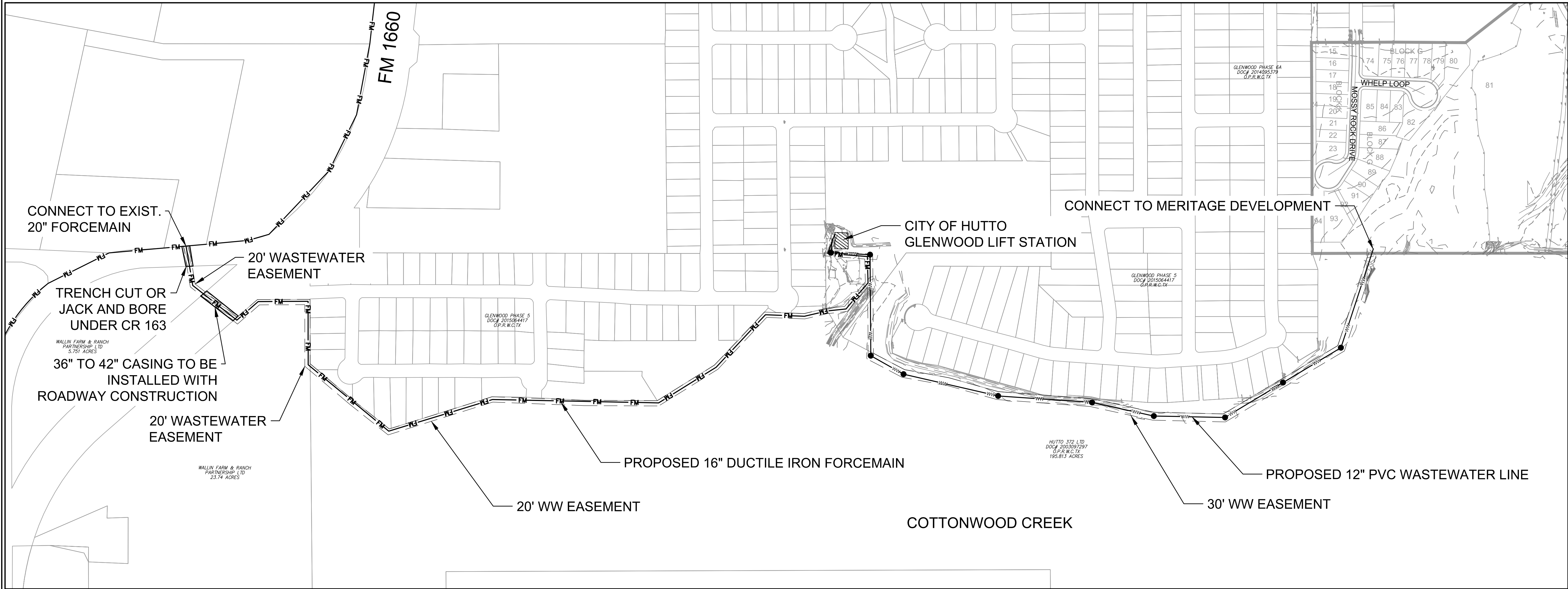
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PLANNING
PURPOSES ONLY
NOT ISSUED FOR
CONSTRUCTION

Project No.:	32726.002
Issued:	09/19/2018
Drawn By:	MCS
Checked By:	MKS
Scale:	
Sheet Title	PRELIMINARY UTILITY LAYOUT SHEET 2 OF 3
Sheet Number	11 OF 13

Received 9/20/18





0 200' 400'

LEGEND

- PVC WASTEWATER LINE (8")
- DUCTILE IRON FORCEMAIN (16")
- WASTEWATER MANHOLE (4')

CROSS CREEK SUBDIVISION
MERITAGE HOMES
HUTTO, TX

HALFF
5800 AMBERGLEN BLVD
SUITE 200
AUSTIN, TEXAS 78729
TEL (512) 222-5194
FAX (512) 222-0741

Revision No.	Date	Description



THE SEAL ORIGINALLY APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MATTHEW K. SUTHERLAND, P.E. NO. 120257 ON 9/19/2018. ALTERATION OF A PREVIOUSLY SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT. THE RECORD COPY OF THIS DRAWING IS ON FILE AT THE OFFICES OF HALFF ASSOCIATES, INC. 4030 BRAKER LANE, STE. 400 AUSTIN, TEXAS 78758. TBPB FIRM #F-312

PLANNING
PURPOSES ONLY
NOT ISSUED FOR
CONSTRUCTION

Project No.:	32726.002
Issued:	09/19/2018
Drawn By:	MCS
Checked By:	MKS
Scale:	
Sheet Title	OFFSITE WASTEWATER PLAN
	13 OF 13
Sheet Number	

Received 9/20/18



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9D. **AGENDA DATE:** October 04, 2018

PRESENTED BY: Ashley Lumpkin, AICP, Executive
Director of Business & Development
Services

ITEM: Consideration and possible action on a resolution approving the proposed Star Ranch Apartments Final Plat, 13.925 acres, more or less, of land, one multifamily lot, located on Star Ranch Boulevard. (Ashley Lumpkin)

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:

The Star Ranch development area is located outside of the City limits in the Extraterritorial Jurisdiction (ETJ). This area is subject to a Strategic Partnership Agreement and Limited Purpose Annexation (SPA/LPA) which included a Concept Plan, which has since been revised. Over the course of development, some land uses had been modified and ultimately, the Concept Plan was updated in June 2018 with a Preliminary Plat being considered and approved in August 2018.

The Star Ranch Apartment Final Plat application is the last step in creating a legal lot for a future multi-family development.

Summary of Request

The Final Plat for Star Ranch Apartments is located to the west of SH 130 along the north side of Star Ranch Boulevard. The property proposed a single lot of 13.925 acres, more or less.

The Final Plat conforms to the approved Preliminary Plat. The approved Preliminary Plat shows approximately 35.3 acres for parkland as agreed upon in the SPA/LPA, which is just offsite at the north of the proposed lot. Sidewalks will be constructed on both sides of all streets within the subdivision. Water and wastewater is provided by Williamson County Water, Sewer, Irrigation, and Drainage District (WCWSIDD) No. 3 and MUD No. 22.

Star Ranch Boulevard will be constructed and dedicated with the Final Plat of Star Ranch Section 7, Phase 7. That dedicated will occur prior to recordation of this Final Plat to ensure adequate public frontage.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

The Planning and Zoning Commission recommended approval to City Council on September 4, 2018.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

This plat has been reviewed by City staff and was sent to Williamson County, although staff is still awaiting comments from Williamson County. The proposed Final Plat is in compliance with the applicable subdivision regulations, and the Memorandum of Understanding and there is one condition of approval:

1. Approval of the Traffic Impact Analysis is required prior to Final Plat recordation.

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

1. [Resolution - Star Ranch Apartments Final Plat](#)

RESOLUTION NO.

A RESOLUTION APPROVING THE PLAT KNOWN AS "STAR RANCH APARTMENTS 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 "Star Ranch Apartments Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **4th** day of the month **October, 2018**.

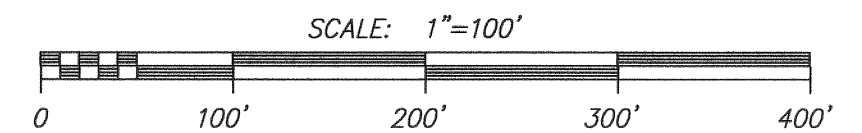
THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

FINAL PLAT OF
STAR RANCH APARTMENTS
WILLIAMSON COUNTY, TEXAS



1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. A PUBLIC UTILITY EASEMENT (P.U.E.) TEN-FOOT WIDE ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES IS HEREBY DEDICATED. IN ADDITION TO THOSE EASEMENTS SHOWN HEREON, A FIVE-FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ON EACH SIDE OF ALL SIDE AND REAR LOT LINES.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
4. THIS LOT IS RESTRICTED TO MULTI-FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
5. UTILITY PROVIDERS: WATER: WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT #3 GAS: ATMOS; AND ELECTRIC: TXU.
6. THIS PLAT WILL NOT BE RECORDED UNTIL SUCH TIME AS STAR RANCH SECTION 7 PHASE 7 IS RECORDED, WHICH WILL PROVIDE ACCESS TO THIS LOT.
7. THE MAXIMUM IMPERVIOUS COVER PER THE DRAINAGE REPORT FOR MULTI-FAMILY LOTS IS 60%.
8. THE MINIMUM FIRST FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY ESPEY CONSULTANTS, INC., PROJECT NO. 6061.101, DATED JANUARY 30, 2007.
9. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS AND GENERAL ACCEPTED ENGINEERING STANDARDS.
10. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN; UNLESS APPROVED BY THE CITY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE CITY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
11. NO PORTION OF THIS TRACT IS ENCLOSED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0515E, EFFECTIVE DATE SEPTEMBER, 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
12. THIS PLAT LIES WITHIN THE BOUNDARIES OF WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT No. 22 DEVELOPMENT WITHIN DISTRICT EASEMENTS OR DISTRICT PROPERTY SHALL REQUIRE DISTRICT APPROVAL PRIOR TO CONSTRUCTION.
13. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS AS RECORDED IN DOCUMENT NUMBER 2003012152 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Received 9/10/18



DATE: JULY 27, 2018

RANDALL JONES & ASSOCIATES ENGINEERING, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664

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

F-9784

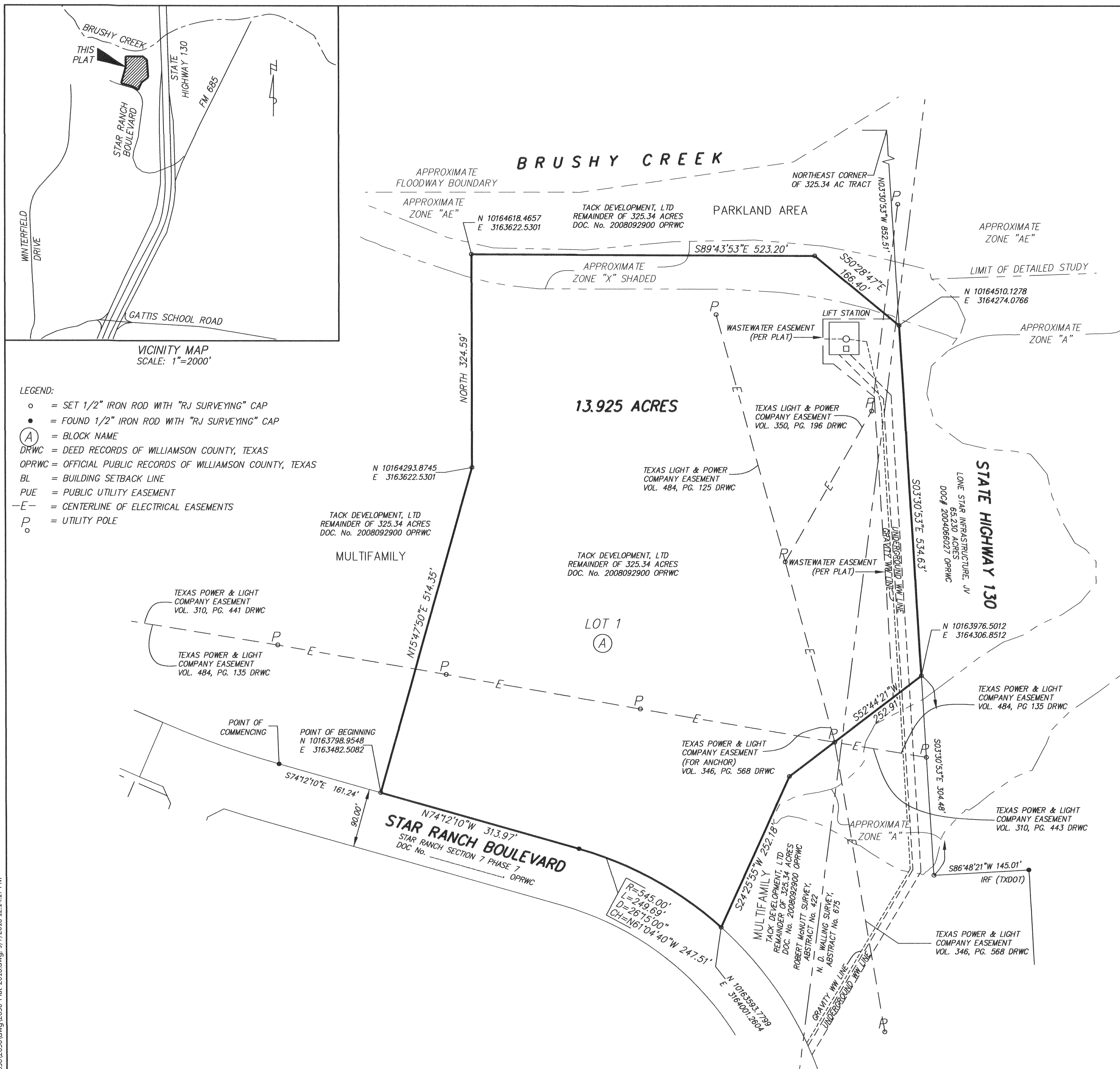
RJ SURVEYING & ASSOCIATES, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664

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

F-10015400

SHEET 1 OF 2 SHEETS



FINAL PLAT OF
STAR RANCH APARTMENTS
WILLIAMSON COUNTY, TEXAS

THAT PART OF THE ROBERT McNUTT SURVEY, ABSTRACT No. 422 AND THE N D. WALLING SURVEY, ABSTRACT No. 675, WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 325.34 ACRE TRACT OF LAND CONVEYED TO TACK DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT No. 2008092900 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2"IRON ROD FOUND ON THE NORTH RIGHT-OF-WAY LINE OF STAR RANCH BOULEVARD (90-FOOT WIDE) AS SHOWN ON THE PLAT OF STAR RANCH SECTION 7 PHASE 7, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN DOCUMENT NO. _____ OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STAR RANCH BOULEVARD S74°12'10"E A DISTANCE OF 161.24 FEET TO THE POINT OF BEGINNING;

THENCE ACROSS SAID 325.34 ACRE TRACT THE FOLLOWING FOUR COURSES:

- N15°47'50"E A DISTANCE OF 514.35 FEET TO A 1/2"IRON ROD SET;
- NORTH A DISTANCE OF 324.59 FEET TO A 1/2"IRON ROD SET;
- S89°43'53"E A DISTANCE OF 523.20 FEET TO A 1/2"IRON ROD SET;
- S50°28'47"E A DISTANCE OF 166.40 FEET TO A 1/2"IRON ROD SET ON THE EAST LINE OF SAID 325.34 ACRE TRACT, BEING THE WEST LINE OF THAT 65.230 ACRE TRACT OF LAND CONVEYED TO LONE STAR INFRASTRUCTURE, JV BY DEED RECORDED IN DOCUMENT NO. 2004066027 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM WHICH POINT THE NORTHWEST CORNER OF SAID 65.230 ACRE TRACT BEARS N03°30'53"W A DISTANCE OF 852.51 FEET, BEING ALSO THE NORTHEAST CORNER OF SAID 325.34 ACRE TRACT;

THENCE ALONG THE WEST LINE OF SAID 65.230 ACRE TRACT AND THE EAST LINE OF SAID 325.34 ACRE TRACT, S03°30'53"E A DISTANCE OF 534.63 FEET TO A 1/2" IRON ROD SET, FROM WHICH POINT AN ANGLE POINT OF SAID 65.230 ACRE TRACT BEARS S03°30'53"E A DISTANCE OF 304.48 FEET;

THENCE ACROSS SAID 325.34 ACRE TRACT THE FOLLOWING TWO COURSES:

- S52°44'21"W A DISTANCE OF 252.91 FEET TO A 1/2"IRON ROD SET;
- S24°25'55"W A DISTANCE OF 252.18 FEET TO A 1/2"IRON ROD SET AT A POINT ON A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STAR RANCH BOULEVARD THE FOLLOWING TWO COURSES:

- NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 249.69 FEET, SAID CURVE HAVING A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF 26°15'00" AND A CHORD BEARING N61°04'40"W A DISTANCE OF 247.51 FEET TO A 1/2"IRON ROD FOUND;
- N74°12'10"W A DISTANCE OF 313.97 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 13.925 ACRES OF LAND, MORE OR LESS.
ALL IRON RODS FOUND OR SET HAVE "RJ SURVEYING" CAPS UNLESS NOTED OTHERWISE.
ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).

OWNER'S DEDICATION

STATE OF TEXAS {

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON {

TACK DEVELOPMENT, LTD., SOLE OWNER OF THE CERTAIN 325.34 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2008092900 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, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE CITY OF HUTTO AND WILLIAMSON COUNTY THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO AND WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "STAR RANCH APARTMENTS".

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

BY: TACK DEVELOPMENT, LTD.

BY: _____
TIM TIMMERMAN, PRESIDENT
TACK DEVELOPMENT, LTD.
2490 F.M. 685
HUTTO, TEXAS 78634

OWNER'S ACKNOWLEDGMENT

STATE OF TEXAS {

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TIM TIMMERMAN, 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: _____

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE ____ DAY OF _____, 20____.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS {

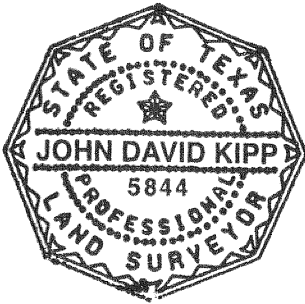
KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON {

I, JOHN D. KIPP, DO HEREBY CERTIFY 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. THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCE OF WILLIAMSON COUNTY, TEXAS. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTE SHOWN HEREON MATHEMATICALLY CLOSE.

John D Kipp 09/07/2018
JOHN D. KIPP DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5844
STATE OF TEXAS

RJ SURVEYING & ASSOCIATES
2900 JAZZ STREET
ROUND ROCK, TX 78664
PHONE (512) 836-4793
FIRM NO. 10015400



STATE OF TEXAS {

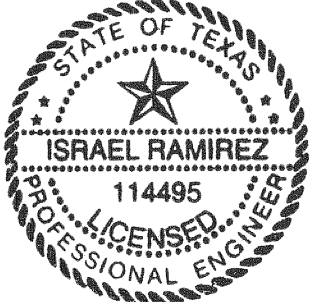
KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON {

I, ISRAEL RAMIREZ, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS.

Israel Ramirez 9.7.2018
ISRAEL RAMIREZ DATE
REGISTERED PROFESSIONAL ENGINEER No. 114495
STATE OF TEXAS

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET
ROUND ROCK, TX 78664
PHONE (512) 836-4793
FIRM NO. 9784



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

DOUG GAUL, MAYOR DATE LISA L. BROWN, CITY SECRETARY DATE

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

ASHLEY LUMPKIN, AICP, EXECUTIVE DIRECTOR DATE

Received 9/10/18



SHEET 2 OF 2 SHEETS

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OF 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 AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. 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 STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY 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.

DAN A. GATTIS, COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
§ KNOWN 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 CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, A.D., AT ____ O'CLOCK ____M. AND DULY RECORDED THIS ____ DAY OF _____, 20____, A.D., AT ____ O'CLOCK ____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN 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 E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: JULY 27, 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

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.:

10A.

AGENDA DATE: October 04, 2018

PRESENTED BY:

Helen Ramirez, Assistant City Manager

ITEM:

Consideration and possible action on the second reading of an ordinance regarding Atmos Energy Corporation's proposal to increase natural gas rates pursuant to its Statement of Intent filed on or about June 1, 2018. (Helen Ramirez)

STRATEGIC GUIDE POLICY: Fiscal Responsibility

ITEM BACKGROUND:

On or about June 1, 2018, Atmos Energy Corporation ("Atmos" or "Company") filed a Statement of Intent with members of the coalition of cities known as the Atmos Texas Municipalities ("ATM") comprised of about 50 cities, of which the City is a member, to increase rates by approximately \$4.5 million, which equates to an increase of about 8% in annual non-gas-cost revenue in the ATM cities. On a system-wide basis, Atmos' proposed increase would be the equivalent of about \$46.0 million; this equates to an increase in annual revenue of about 7.3%.

The City, as part of the ATM coalition of cities, engaged the law firm of Herrera Law & Associates as Special Counsel to review Atmos' application. On behalf of ATM, Herrera Law & Associates engaged rate experts to assist in reviewing Atmos' application.

Special Counsel and the consulting firms of the Garrett Group, LLC; GDS and Associates, Inc.; and J. Randall Woolridge, Ph.D., recommend that the City deny Atmos' request to increase rates by \$46 million (system wide), and instead approve the rates shown in "**Exhibit A**" to this Agenda Information Sheet and a corresponding increase of about \$12.81 million, the details of which are presented in the schedules attached as "**Exhibit B**" to this Agenda Information Sheet.

Atmos proposed an effective date of July 6, 2018 for its change in rates. In prior action the City suspended Atmos's proposed effective date for the statutory time period of 90 days, to October 4, 2018.

The City must take final action on Atmos' proposed rates and must do so by no later than October 4, 2018.

BUDGETARY AND FINANCIAL SUMMARY:

ATMOS failed to establish that its requested increase in revenue of about \$46 million, and its proposed changes in rates as set forth in its Statement of Intent submitted to the City on about June 1, 2018, result in just and reasonable rates, and are therefore, hereby **DENIED**.

An increase of about \$12.81 million as shown in **Exhibit A**, and as detailed in **Exhibit B** to this Ordinance, each of which is hereby incorporated by reference, and the rates shown, are proposed for **APPROVAL**.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not Applicable.

CITY ATTORNEY REVIEW:

City Attorney has reviewed to form.

STAFF RECOMMENDATION:

Staff recommends approval.

SUPPORTING MATERIAL:

1. [Atmos Midtex 2018 Ordinance Exhibits A and B](#)
2. [Atmos MidTex 2018 SOI Ordinance](#)

EXHIBIT A

EXHIBIT A

Atmos Proposed Increase in Annual Revenue (System Wide – MidTex Division)	ATM City Approved Increase in Annual Revenue (System Wide – MidTex Division)
\$45,993,529	\$12,807,858

Customer Class/Rate	CURRENT	ATMOS: PROPOSED RATE	ATM CITY APPROVED RATE
Rate R - Residential			
Customer Charge per month	\$18.35	\$20.21	\$17.89
Consumption Charge (per CCF)	\$ 0.13734	\$0.15701	\$0.16052
Rate C - Commercial			
Customer Charge per month	\$41.95	\$41.85	\$37.85
Consumption Charge (per CCF)	\$0.08746	\$0.07729	\$0.10081
Rate I & T – Indus. & Transp.			
Customer Charge per month	\$752.00	\$752.00	\$619.85
Consumption Chrg - First 1,500 MMBTU	\$0.3172	\$0.2390	\$0.3655
Consumption Chrg - Next 3,500 MMBTU	\$0.2322	\$0.1901	\$0.2908
Consumption Chrg - Over 5,000 MMBTU	\$0.0498	\$0.0498	\$0.0761

Cost of Capital and Capital Structure			
	Atmos Requested	ATM City Approved	
Return on Equity	10.50%	9.80%	
Cost of Long-Term Debt	5.45%	5.45%	
Cost of Short-Term Debt	1.68%	1.68%	

Capital Structure Ratios		
	Atmos Requested	ATM City Approved
Equity	60.18%	53.81%
Long-Term Debt	39.82%	7.21%
Short-Term Debt	0.0%	38.98%

Weighted Average Cost of Capital (aka, Rate of Return)		
	Atmos Requested	ATM City Approved
Weighted Cost	8.3876%	7.5189%
Pre-Tax Weighted Cost	10.0674%	8.9207%

EXHIBIT B

REVENUE REQUIREMENT SCHEDULES

ATMOS ENERGY CORP., MID-TEX DIVISION
ATM COALITION REVENUE REQUIREMENT SUMMARY
TEST YEAR ENDING DECEMBER 31, 2017

Line No.	Description (a)	Ref. (b)	Atmos Proposed (Note a)		ATM Adjustments (See Schedule B) (e)	ATM Proposed Operating Income (f)	Δ	COS
			Rate Base / ROR (c)	Operating Income (d)				
1	Test Year Revenue Requirement:							
2	Revenue at Present Rates	Schedule A		\$ 1,494,918,603	\$ -	\$ 1,494,918,603	-	1,494,918,603
3								
4	GCR			\$ 816,965,570		\$ 816,965,570	-	816,965,570
5								
6	Operation and Maintenance Expenses	Schedule F-1		\$ 188,642,689	\$ (1,299,845)	\$ 187,342,844	-	187,342,844
7								
8	Taxes Other than Income Tax - Non-Revenue Related	Schedule F-5		43,711,991		\$ 43,711,991	-	43,711,991
9								
10	Revenue Related Taxes			96,255,692	(2,054,831)	\$ 94,200,861	-	94,200,861
11								
12	Depreciation and Amortization Expense	Schedule F-3		144,321,772		\$ 144,321,772	-	144,321,772
13								
14	Interest on Customer Deposits	Schedule F-7		117,764		\$ 117,764	-	117,764
14a								
15	Rate Base	Schedule B	\$ 2,573,504,828		(830,856)	2,572,673,972	-	2,572,673,972
16	Atmos Rate of Return	Schedule G	8.388%					
17	ATM Rate of Return					7.5189%	0.00%	7.52%
18	Return Requirement			\$ 215,855,775	\$ (22,418,528)	\$ 193,437,246	-	193,437,246
19								
20	Income and Other Taxes	Schedule F-6		47,913,915	(7,396,426)	40,517,489	-	40,517,489
21								
22	Revenue Requirements	L. 3... L. 20		<u>\$ 1,553,785,168</u>	<u>\$ (33,169,630)</u>	<u>\$ 1,520,615,538</u>	-	1,520,615,537
25								
26	Base Revenue Deficiency (excluding revenue taxes)	L. 22 - L. 2		<u>\$ 58,866,565</u>	<u>\$ (33,169,630)</u>	<u>\$ 25,696,934</u>	<u>\$ -</u>	<u>\$ 25,696,934</u>
27								
28	Amortization of Excess ADIT - with Revenue Taxes			<u>12,873,035</u>	<u>16,041</u>	<u>12,889,076</u>	-	12,889,076
29								
30	Proposed Cost of Service - Systemwide Adjusted for Excess ADIT			<u>\$ 45,993,529</u>	<u>(33,185,671)</u>	<u>\$ 12,807,858</u>	<u>\$ -</u>	<u>\$ 12,807,858</u>

Exhibit MG-2 Summary

ATMOS ENERGY CORP., MID-TEX DIVISION
ATM RECOMMENDATION SUMMARY
TEST YEAR ENDING DECEMBER 31, 2017

Line No.	Description	Equity/ ROE	Reference	Rate Base	Pre-Tax ROR	Rate Change
	Requested Amounts			\$ 2,573,504,828	10.0674%	\$ 45,993,529
	Pension and OPEB Regulatory Asset		MG-2.4	\$ (20,861)	10.0674%	(2,100)
	Cash Working Capital		MG-2.1	\$ (66,472)	10.0674%	(6,692)
	Adjustment to ADIT - SEBP Adjustment		MG-2.4	(464,794)	10.0674%	(46,792)
	SEBP EDIT Liability Net Adjustment		MG-2.4	(278,730)	10.0674%	(28,061)
	Excess ADIT Liability, Net of ADIT				10.0674%	-
	NOL ADIT Regulatory Adjustment				10.0674%	-
	NOL EDIT Liability Net Adjustment				10.0674%	-
	Total Rate Base Adjustments			\$ (830,856)		\$ (83,645)
	Capital Structure and ROE	53.81%	MG-2.10	\$ 2,572,673,972	-1.1467%	(29,499,831)
		9.80%				-
	Total Cost of Capital Adjustments					(29,499,831)
	Incentives - Restricted Stock Units		MG-2.2			(306,458)
	Incentives - Annual Incentive Plan		MG-2.3			(488,558)
	Non-Qualified Retirement Plans		MG-2.4			(37,089)
	Injuries and Damages		MG-2.5			(216,667)
	Bad Debt Expense		MG-2.1			(251,073)
	Taxes Other Than Income Tax		MG-2.1			(2,054,831)
	Gross Margin Tax		MG-2.1			(231,477)
	EDIT Amortization SEBP		MG-2.4			(15,047)
	EDIT Amortization @ 12-31-17					-
	EDIT Amortization NOL					-
	EDIT Amortization Flow Through		MG-2.1			(994)
	Total Revenue and Expense Adjustments					\$ (3,602,194)
	Total Revenue Requirement Adjustments					\$ (33,185,671)
	Rate Incease (Decrease)					\$ 12,807,858

Exhibit MG-2.10

ATMOS ENERGY CORP., MID-TEX DIVISION
 COST OF CAPITAL
 TEST YEAR ENDING DECEMBER 31, 2017

Atmos Cost of Capital (Schedule G)

Line No.		Capital Structure	Cost of Capital	Weighted Cost	Tax Gross Up	Pre-Tax Weighted Cost
1	Debt	39.82%	5.20%	2.0686%	1	2.0686%
2	Equity	<u>60.18%</u>	10.50%	<u>6.3190%</u>	1.2658228	<u>7.9988%</u>
3		100.00%		8.3876%		10.0674%

ATM Recommended Capital Structure

		Capital Structure	Cost of Capital	Weighted Cost	Tax Gross Up	Pre-Tax Weighted Cost
4	LT Debt	38.98%	5.45%	2.1244%	1	2.1244%
5	ST Debt	7.21%	1.68%	0.1211%	1	0.1211%
6	Equity	<u>53.81%</u>	9.80%	<u>5.2734%</u>	1.2658228	<u>6.6752%</u>
7		100.00%		7.5189%		<u>8.9207%</u>
8	Difference					<u><u>-1.1467%</u></u>

ATM Recommended ROE and Capital Structure

		Capital Structure	Cost of Capital	Weighted Cost	Tax Gross Up	Pre-Tax Weighted Cost
4	LT Debt	38.98%	5.45%	2.1244%	1	2.1244%
5	ST Debt	7.21%	1.68%	0.1211%	1	0.1211%
6	Equity	<u>53.81%</u>	9.80%	<u>5.2734%</u>	1.2658228	<u>6.6752%</u>
7		100.00%		7.5189%		<u>8.9207%</u>
8	Difference					<u><u>0.0000%</u></u>

COST ALLOCATION AND RATE DESIGN SCHEDULES

ATMOS ENERGY CORP - MID-TEX DIVISION
COMPARISON OF BASE RATE CHARGES

Line No.	Rate Description	Current Rate	Atmos Proposed (See Note 1)			ATM Proposed (See Note 1)		
			Rate	Incr./ (Decr.) from Current - \$	Incr./ (Decr.) from Current - %	Rate	Incr./ (Decr.) from Current - \$	Incr./ (Decr.) from Current - %
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	Rate R - Residential							
2	Customer Charge (per Bill)	\$ 18.35	\$ 20.21	\$ 1.86	10.14%	\$ 17.89	\$ (0.46)	-2.52%
3	Consumption Charge (per Ccf)	0.13734	0.15701	0.01967	14.32%	0.16052	0.02318	16.88%
4	Rate C - Commercial							
5	Customer Charge (per Bill)	\$ 41.95	\$ 41.85	\$ (0.10)	-0.24%	\$ 37.85	\$ (4.10)	-9.78%
6	Consumption Charge (per Ccf)	0.08746	0.07729	(0.01017)	-11.63%	0.10081	0.01335	15.26%
7	Rates I and T - Industrial & Transportation							
8	Meter Charge	\$ 752.00	\$ 750.07	\$ (1.93)	-0.26%	\$ 619.85	\$ (132.15)	-17.57%
9	Consumption Charge - 0 to 1,500 MMBtu	0.3172	0.2390	(0.0782)	-24.65%	0.3655	0.0483	15.21%
10	Consumption Charge - Next 3,500 MMBtu	0.2322	0.1901	(0.0421)	-18.13%	0.2908	0.0586	25.23%
11	Consumption Charge - All Additional MMBtu	0.0498	0.0498	-	0.00%	0.0761	0.0263	52.90%

Note 1: All proposed charges exclude gas costs, riders and Atmos' proposed Rate Case Expense Surcharge

ATMOS ENERGY CORP., MID-TEX DIVISION
ATM RECOMMENDED RATE CASE EXPENSE SURCHARGE

	<u>Costs Incurred to Date</u>	
<u>ATM Consulting</u>		
Garrett Group	\$	43,050
GDS Associates, Inc.		33,753
J. Randell Woodridge		2,600
Total ATM Consulting		79,403
<u>ATM Legal</u>		
Herrera Law & Associates, PLLC		36,654
Total ATM Legal		36,654
Total Rate Case Expenses to be Recovered	\$	116,057
Recovery Period (Years)		5
Annual Recovery	\$	23,211

Rate Class	ATM Base Rate Revenue		ATM RCE Allocation		Volumetric Billing	RCE Surcharge		Average Monthly	Average Monthly	
	Req.				Determinants (1)			Usage	Bill Impact	
Residential	\$	497,923,762	\$	18,825	63,441,015	\$	0.00030	34.60	\$	0.01
Commercial		103,088,213		3,897	35,426,746		0.00011	273.30	\$	0.03
Industrial and Transportation		12,932,750		489	3,554,341		0.0001	4,114.00	\$	0.57
Total	\$	613,944,726	\$	23,211						

(1) Residential and Commercial volumetric billing determinants are Ccf, I&T determinants are MMBtu.

ATMOS ENERGY CORP - MID-TEX DIVISION
COMPARISON OF REVENUE DISTRIBUTION TO CUSTOMERS

Line No.	Rate Description	Current Revenue	Atmos Proposed			ATM Proposed		
			Revenue	Incr./ (Decr.) from Current - \$	Incr./ (Decr.) from Current - %	Revenue	Incr./ (Decr.) from Current - \$	Incr./ (Decr.) from Current - %
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	Rate R - Residential	\$ 447,851,269	\$ 497,926,227	\$ 50,074,958	11.18%	\$ 458,255,829	\$ 10,404,560	2.32%
2	Rate C - Commercial	108,705,970	103,089,082	(5,616,888)	-5.17%	109,855,273	1,149,303	1.06%
3	Rates I and T - Industrial & Transportation	14,243,218	12,932,618	(1,310,600)	-9.20%	14,703,776	460,559	3.23%
4	Total	\$ 570,800,457	\$ 613,947,927	\$ 43,147,470	7.56%	\$ 582,814,879	\$ 12,014,422	2.10%

ATMOS ENERGY CORP - MID-TEX DIVISION
COMPARISON OF MONTHLY BASE RATE BILL IMPACTS

Line No.	Rate Description & Usage Level (a)	Current Base Rate Bill Total (b)	Atmos Proposed (See Note 1)			ATM Proposed (See Note 1)		
			Base Rate Bill Total (c)	Incr./Decr. from Current - \$ (d)	Incr./Decr. from Current - % (e)	Base Rate Bill Total (f)	Incr./Decr. from Current - \$ (g)	Incr./Decr. from Current - % (h)
1	Rate R - Residential							
2	0 Ccf	\$ 18.35	\$ 20.21	\$ 1.86	10.14%	\$ 17.89	\$ (0.46)	-2.52%
3	20 Ccf	21.10	23.35	2.25	10.68%	21.10	0.00	0.01%
4	50 Ccf	25.22	28.06	2.84	11.28%	25.91	0.70	2.76%
5	70 Ccf	27.96	31.20	3.24	11.58%	29.12	1.16	4.15%
6	100 Ccf	32.08	35.91	3.83	11.93%	33.94	1.86	5.78%
7	120 Ccf	34.83	39.05	4.22	12.12%	37.15	2.32	6.66%
8	160 Ccf	40.32	45.33	5.01	12.42%	43.57	3.25	8.05%
9	180 Ccf	43.07	48.47	5.40	12.54%	46.78	3.71	8.61%
10	200 Ccf	45.82	51.61	5.79	12.65%	49.99	4.17	9.11%
11	Rate C - Commercial							
12	0 Ccf	\$ 41.95	\$ 41.85	\$ (0.10)	-0.24%	\$ 37.85	\$ (4.10)	-9.78%
13	50 Ccf	46.32	45.71	(0.61)	-1.31%	42.89	(3.43)	-7.41%
14	100 Ccf	50.70	49.58	(1.12)	-2.20%	47.93	(2.77)	-5.46%
15	200 Ccf	59.44	57.31	(2.13)	-3.59%	58.01	(1.43)	-2.41%
16	300 Ccf	68.19	65.04	(3.15)	-4.62%	68.09	(0.10)	-0.14%
17	400 Ccf	76.93	72.77	(4.17)	-5.42%	78.17	1.24	1.61%
18	500 Ccf	85.68	80.50	(5.19)	-6.05%	88.25	2.57	3.00%
19	1,000 Ccf	129.41	119.14	(10.27)	-7.94%	138.65	9.24	7.14%
20	1,500 Ccf	173.14	157.79	(15.36)	-8.87%	189.06	15.92	9.19%
21	2,000 Ccf	216.87	196.43	(20.44)	-9.43%	239.46	22.59	10.42%
22	2,500 Ccf	260.60	235.08	(25.53)	-9.79%	289.86	29.26	11.23%

Note 1: All proposed charges exclude gas costs, riders and Atmos' proposed Rate Case Expense Surcharge

ATMOS ENERGY CORP - MID-TEX DIVISION
REVENUE REQUIREMENT ALLOCATION TO CUSTOMER CLASSES - AT CLASS COST OF SERVICE

Line No.	Revenue Requirement Component (a)	Total (b)	Residential (c)	Commercial (d)	I&T (e)
1	Operating and Maintenance Expenses	\$ 187,342,844	\$ 148,585,126	\$ 33,873,802	\$ 4,883,916
2	Depreciation Expense	144,321,772	113,626,539	27,120,191	3,575,042
3	Taxes Other than Income	43,711,991	34,337,668	8,259,964	1,114,360
4	Interest on Customer Deposits	117,764	83,481	34,283	-
5	Return on Investment	193,437,246	151,754,188	36,747,735	4,935,323
6	Income Taxes	40,517,490	31,786,530	7,697,204	1,033,756
7	Total Cost of Service	\$ 609,449,107	\$ 480,173,532	\$ 113,733,178	\$ 15,542,396
8	Revenue Credits	14,543,619	11,458,645	2,714,077	370,897
9	Amortization of AD FIT	(12,090,609)	(9,481,039)	(2,302,608)	(306,962)
10	Total Revenue Requirement	<u>\$ 582,814,879</u>	<u>\$ 459,233,848</u>	<u>\$ 108,716,493</u>	<u>\$ 14,864,538</u>

ATMOS ENERGY CORP - MID-TEX DIVISION
RATE BASE ALLOCATION TO CUSTOMER CLASSES

Line No.	Revenue Requirement Component (a)	Total (b)	Residential (c)	Commercial (d)	I&T (e)
1	Gross Plant	\$ 4,532,029,129	\$ 3,559,151,661	\$ 858,973,880	\$ 113,903,588
2	Accumulated Depreciation	1,323,023,298	1,042,759,772	247,831,547	32,431,979
3	Net Plant	3,209,005,831	2,516,391,889	611,142,333	81,471,609
4	Cash Working Capital	(26,580,445)	(21,081,449)	(4,806,059)	(692,936)
5	Materials and Supplies	1,053,524	835,570	190,490	27,465
6	Prepayments	17,841,836	14,150,695	3,226,015	465,126
7	Pension Expense Regulatory Asset	941,167	746,457	170,174	24,536
8	Customer Deposits	(12,941,103)	(9,173,792)	(3,767,311)	-
9	Injuries and Damages Reserve	(2,002,505)	(1,588,225)	(362,077)	(52,204)
10	ADFIT & Regulatory Liabilities	(603,948,499)	(473,595,620)	(115,019,577)	(15,333,302)
11	Rate Base Adjustments	(10,695,834)	(8,387,305)	(2,036,979)	(271,550)
12	Total Rate Base	<u>\$ 2,572,673,971</u>	<u>\$ 2,018,298,220</u>	<u>\$ 488,737,009</u>	<u>\$ 65,638,742</u>

ORDINANCE NO. O-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS DENYING A PROPOSED INCREASE SOUGHT BY ATMOS ENERGY-MIDTEX DIVISION IN CONNECTION WITH THE RATE INCREASE FILING IT MADE ON ABOUT JUNE 1, 2018; APPROVING AN ALTERNATIVE INCREASE IN RATES; DIRECTING ATMOS TO FILE CONFORMING TARIFFS AND TO REIMBURSE THE CITY’S RATE CASE EXPENSES; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Atmos Energy (“Atmos Energy,” “Atmos,” or “Company”) filed a Statement of Intent with the City on or about June 1, 2018, to increase its annual revenue by approximately \$4.5 million in the cities known as Atmos Texas Municipalities (“ATM”), which equates to an increase in annual revenue of approximately 8.0 percent, and is the equivalent of an increase of about \$46.0 million on a system-wide basis; and

WHEREAS, the City is a regulatory authority under the Gas Utility Regulatory Act (“GURA”) and under Chapter 104, §103.001 et seq. of GURA has exclusive original jurisdiction over Atmos’s rates, operations, and services within the municipality; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating Atmos’s rate request and its changes in tariffs it is prudent to coordinate the City’s efforts with a coalition of similarly situated municipalities; and

WHEREAS, the City, in matters regarding applications by Atmos to change rates, has in the past joined with other local regulatory authorities to form an alliance of cities known as Atmos Texas Municipalities (“ATM”), and hereby continues its participation in ATM; and

WHEREAS, Atmos's rate request consists of a voluminous amount of information including Atmos's rate-filing package, exhibits, schedules, and workpapers; and

WHEREAS, Atmos's rate application is the Company's first general rate case since about 2012, and follows annual increases approved under the now-expired tariff known as the "Rate Review Mechanism" ("RRM"); and

WHEREAS, Atmos proposed July 6, 2018, as the effective date for its requested increase in rates; and

WHEREAS, the City previously suspended Atmos' proposed effective from July 6, 2018, to October 4, 2018; and

WHEREAS, the City, exercising its duties as a local regulatory authority with regard to Atmos' rates, services, and operations, through ATM engaged the law firm of Herrera Law & Associates as Special Counsel and rate experts from the consulting firms of the Garrett Group, LLC, GDS and Associates, Inc., and J. Randall Woolridge, Ph.D, to review Atmos' rate filing package; and

WHEREAS, Atmos failed to establish the need for an increase of about \$46 million and the specific rates Atmos proposed; and

WHEREAS, merits at most an increase of about \$12.81 million, which is approximately an increase of \$1.25 million in the ATM cities, and the specific rates set forth in **Exhibit A** to this Ordinance, and made a part of this Ordinance as if fully set out in its body; and

WHEREAS, Atmos failed to establish the reasonableness of its proposed rate design; and

WHEREAS, a reasonable rate design is as set forth in **Exhibit A**;

WHEREAS, Atmos failed to establish the reasonableness of its proposed cost of capital, including Atmos' proposed capital structure; and

WHEREAS, a reasonable cost of capital and capital structure is as set forth in **Exhibit A** to this Ordinance; and

WHEREAS, pursuant to Gas Utility Regulatory Act § 103.022, cities have a statutory right to recover their reasonable rate case expenses.

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

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. Atmos failed to establish that its requested increase in revenue of about \$46 million, and its proposed changes in rates as set forth in its Statement of Intent submitted to the City on about June 1, 2018, result in just and reasonable rates, and are therefore, hereby **DENIED**.

Section 3. An increase of about \$12.81 million as shown in **Exhibit A**, and as detailed in **Exhibit B** to this Ordinance, each of which is hereby incorporated by reference, and the rates shown below, are hereby **APPROVED**, to wit:

Approved Increase in Annual Revenue (System Wide – MidTex Division)	
\$12,807,858	

Customer Class/Rate	APPROVED RATE
Rate R - Residential	
Customer Charge per month	\$17.89
Consumption Charge (per CCF)	\$0.16052
Rate C - Commercial	
Customer Charge per month	\$37.85

Consumption Charge (per CCF)	\$0.10081
Rate I & T – Indus. & Transp.	
Customer Charge per month	\$619.85
Consumption Chrg - First 1,500 MMBTU	\$0.3655
Consumption Chrg - Next 3,500 MMBTU	\$0.2908
Consumption Chrg - Over 5,000 MMBTU	\$0.0761

Section 4. A rate-case-expense surcharge (“RCE Surcharge”) as shown below to allow Atmos to recover the City’s rate case expenses is hereby **APPROVED**, said surcharge per class to be in effect for a period of five (5) years:

Rate Class	RCE Surcharge
Residential	\$0.00030 per ccf
Commercial	\$0.00011 per ccf
Industrial & Transportation	\$0.0001 per MMbtu

Section 5. Atmos is hereby ordered to submit to the City a report detailing the rate-case expenses recovered through the RCE Surcharges, said report to be filed by October 1 of each year until full recovery of the rate case expenses and in no event is Atmos permitted to recover in excess of the rate case expenses approved by this Ordinance.

Section 6. Atmos’ requested return on equity of 10.50% and its proposed capital structure of 60.18% equity and 39.82% long-term debt, are hereby **DENIED**.

Section 7. A return on equity of 9.80%; a cost of long-term debt of 5.45%; and a cost of short-term debt of 1.68%, are hereby **APPROVED**.

Section 8. A capital structure of 53.81% equity; 38.98% long-term debt; and 7.21% short-term debt, yielding a weighted cost of capital of 7.5189%, are hereby **APPROVED**.

Section 9. Atmos is hereby ordered to reimburse the City’s rate case expenses incurred as a member of the Atmos Texas Municipalities (“ATM”) through August 31,

2018, as set forth in **Exhibit B**, by no later than thirty (30) days from the effective date of this Ordinance.

Section 10. Atmos is hereby ordered to reimburse the City's rate case expenses incurred after August 31, 2018, for the City's reasonable costs associated with the City's continued activities related to this rate review or related to proceedings involving Atmos in proceedings before the City or any ATM city, the Railroad Commission of Texas, or any court of law, and that Atmos shall do so on a monthly basis and within 30 days after submission of the City's invoices to Atmos.

Section 11. Atmos is directed to submit to the City a set of tariffs modified to correspond to the rates approved by this Ordinance and that it do so by no later than fifteen (15) calendar days after the effective date of this Ordinance, said submittal to be accompanied by an affidavit from an officer of Atmos Energy attesting that the rates presented in the modified tariffs are in accordance with the rates approved by this Ordinance.

Section 12. The City shall continue its participation in a coalition of cities known as the Atmos Texas Municipalities ("ATM"), and authorizes intervention in proceedings related to Atmos' Statement of Intent before the Railroad Commission of Texas and related proceedings in courts of law that may have an impact on rates within the City; and

Section 13. Subject to the right to terminate employment at any time, the City continues its engagement of and authorizes the law firm of Herrera Law & Associates, PLLC to act as Special Counsel with regard to rate proceedings involving Atmos before the City, the Railroad Commission of Texas, or any court of law, and to retain such experts as may be reasonably necessary for review of Atmos's rate application in such proceedings and subject to approval by the steering committee of the ATM.

Section 14. Any relief not expressly granted or approved by this Ordinance is expressly denied.

Section 15. A copy of this Ordinance shall be sent to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 816 Congress Ave., Suite 950, Austin, Texas 78701, and a courtesy copy to Atmos's local representative.

Section 16. Atmos shall implement the rates approved by this Ordinance beginning October 4, 2018, for service rendered on and after that date.

Section 17. To the extent of an inconsistency between this Ordinance and a prior ordinance or resolution related to Atmos' rates, this Ordinance governs and supersedes all prior ordinances or resolutions related to Atmos' rates.

Section 18. 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 19. This Ordinance shall become effective from and after its passage.

READ, CONSIDERED, PASSED AND ADOPTED on first reading by the City Council of the City of Hutto at a regular meeting on the 20th day of September, 2018, at which a quorum was present and for which due notice was given pursuant to Section 551.00, et seq., of the Texas Government Code.

READ, CONSIDERED, PASSED AND ADOPTED on second and final reading by the City Council of the City of Hutto at a regular meeting on the 4th day of October, 2018, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et seq., of the Texas Government Code.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

Attest:

Lisa L. Brown, City Secretary

(SEAL)

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10B. **AGENDA DATE:** October 04, 2018

PRESENTED BY: City Attorney

ITEM:

Consideration of and possible action on the second reading of an ordinance of the City Council of the City of Hutto, Texas accepting and approving a service and assessment plan and assessment roll for Hutto Co-Op Public Improvement District; making a finding of special benefit to the property in the master improvement area of 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. (City Attorney)

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:

The ordinance is a revision from the ordinance adopted by the City Council on August 16, 2018 under Agenda Item 10D. The revision is necessary due to changes in the structure of the financing proposed by the developer of the Co-Op project.

BUDGETARY AND FINANCIAL SUMMARY:

The attached Ordinance includes accepting and approving a service and assessment plan and assessment roll for Hutto Co-Op Public Improvement District; making a finding of special benefit to the property in the master improvement area of the district and 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.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not Applicable.

CITY ATTORNEY REVIEW:

City Attorney has reviewed all documentation.

STAFF RECOMMENDATION:

Staff recommends approval.

SUPPORTING MATERIAL:

1. [Hutto Co-Op SAP 9 05 18](#)
2. [Co - Op Assessment Ordinance \(ML-WHB\) 9 18 18](#)



Hutto Co-Op Public Improvement District

Preliminary Service and Assessment Plan

September 5, 2018

Section I

PLAN DESCRIPTION AND DEFINED TERMS

A. Introduction

On June 7, 2018 (the “**Creation Date**”), the City of Hutto City Council approved a Resolution which authorized the creation of the Hutto Co-Op Public Improvement District (the “**PID**”) to finance the Purchase Price of the Authorized Improvements 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 counties of 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, 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 (vii) 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.

“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 Value” means the taxable value as determined for a Parcel or Lot by Williamson Central Appraisal District.

“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 and Lots 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 Plan” means this Hutto Co-Op 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.

“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.

“City” means the City of Hutto, Texas.

“City Council” means the City Council of Hutto, Texas.

“Commissioners Court” means the Commissioners Court of Williamson County, Texas.

“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 79 HCD Development, LLC, their successors and assignees.

“EDC” means the Hutto Economic Development Corporation – Type B.

“EDC Act” means Section 4B of Chapters 501, 502 and 505 of the Texas Government code, as amended.

“EDC Credit” means, for each Parcel, the prorated amount of EDC Revenues calculated pursuant to **Section IV.G** of this Service and Assessment Plan.

“EDC Revenues” means fifty (50) percent of EDC Tax revenues received on sales within the boundary of the PID shall be paid to the City to be used for the benefit of the District.

“EDC Tax” means the one-half of one percent (0.5%) sales and use tax for the benefit of the EDC to be used for economic development to benefit the City.

“Future Authorized Improvements” means those improvements as described in **Table III-B** and authorized under Section 372.003 of the PID Act.

“Future 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 Future Authorized Improvements to be funded by the Special Assessment Revenues.

“Future Purchase Price” means the price of the Authorized Improvements purchased by the City under the terms of the Future City and Corporation Interlocal Agreement, currently, \$12,359,550 as described herein.

“Initial Authorized Improvements” means those improvements as described in **Table III-A** and authorized under Section 372.003 of the PID Act.

“Initial 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 Initial Authorized Improvements to be funded by the Special Assessment Revenues.

“Initial Purchase Price” means the price of the Authorized Improvements purchased by the City under the terms of the Initial City and Corporation Interlocal Agreement, currently, \$22,260,000 as described herein.

“Interlocal Agreement” means that certain Interlocal Agreement Regarding Tax Increment Financing dated January 18, 2018, as amended from time to time (the “Interlocal Agreement”), pursuant to which the County has agreed to participate in the Zone and has agreed to dedicate 50% of its tax increment, net of the Debt Service and Road and Bridge taxes. collected from the Zone to the payment of a portion of the Public Improvements (i) for maximum term of twenty (20) years from January 18, 2018 or (ii) until the amount of County Tax Increment deposited into the Tax Increment Fund equals \$5,500,000.

“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 Future Authorized Improvements and the Initial 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 excluding any public street, right of way or other publicly owned portions of the Property, 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 excluding any public street, right of way or other publicly owned portions of the Property.

“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**.

“Owner(s)” means 420 US 79, Ltd., Williamson County, the City of Hutto and the Hill Country Bible Church Hutto, their successors and assignees.

“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 Hutto Co-Op Public Improvement District created by the City pursuant to a Resolution approved June 7, 2018.

“PID Act” means Chapter 372 of the Texas Local Government Code, as amended.

“Property” means the approximately 35.10 acres of property depicted and described by metes and bounds on Exhibit A to Resolution as adopted by the City on June 7, 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.

“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.

“TIRZ” means the Co-Op District, Hutto Tax Increment Reinvestment Zone Number One, City of Hutto, Texas.

“TIRZ Credit” means, for each Parcel, the prorated amount of TIRZ Revenues calculated pursuant to **Section IV.G** of this Service and Assessment Plan.

“TIRZ Ordinance” means an ordinance adopted by the City Council authorizing the use of TIRZ Revenues for project costs under the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, relating to the Authorized Improvements as provided for in the Co-Op District Hutto Tax Increment Reinvestment Zone Number One Preliminary Project Plan and Financing Plan (including amendments or supplements thereto).

“TIRZ Revenues” mean, for each year, the amounts paid by the City and the County from the TIRZ tax increment fund pursuant to the TIRZ Ordinance and the Interlocal Agreement to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with **Section IV.G** of this Service and Assessment Plan.

PROPERTY INCLUDED IN THE PID

The PID comprises the entire Property. The PID is located entirely within the City. It contains approximately 35.10 acres planned for mixed-use development including the associated rights of way, landscaping, and infrastructure necessary to provide roadways and water and wastewater utilities within and 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

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) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) the development, rehabilitation, or expansion of affordable housing.

The City has determined that of the improvements authorized under the PID Act, it will purchase and finance 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.

B. Descriptions and Estimated Costs of Improvements

The Initial Authorized Improvements are described below and the costs of such improvements are shown in **Table III-A**. The Initial Purchase Price for the Initial Authorized Improvements is \$22,260,000. The Special Assessments will only be used to purchase the Initial Authorized Improvements that benefit the Assessed Property. The costs shown in **Table III-A** and the Initial Purchase Price for the Initial Authorized Improvements may be revised through Annual Service Plan Updates.

The Initial Purchase Price for the Initial Authorized Improvements are to be funded from the Special Assessment reimbursements as described herein.

A description of the Initial Authorized Improvements follows:

The Lakes Landscaping

- The central retention pond will serve as an amenity feature for the Property. The pond will be defined by vertical walls with stone veneer and wire cable railing around the majority of the perimeter. An adjacent pedestrian walk will encircle the lake and an enhanced pedestrian bridge crossing will connect visitors between the east and west portions of the project.
- The lake will be maintained at a constant level through the use of on-site wells. The water will be re-circulated through a series of fountains, which will also serve as an aesthetic enhancement. RGB LED lights will illuminate the fountains and pedestrian bridge with varying light displays at night.

Streets - Landscaping

- All streets within the Property will be enhanced with landscaping improvements. The street lights will be upgraded with banner attachments for seasonal promotions. The sidewalks will be constructed with pavers and will be a minimum of 15 feet in width on both sides of the roads. Street trees will be added to the landscape islands or within tree grates along the sidewalk. Concrete planters will be added at the intersections and inside the Co-op Boulevard median. Each pedestrian crossing will be raised at the intersections with enhanced pavers at the crosswalks. The traffic circle at Co-op Boulevard and W. Live Oak Street will be landscaped and irrigated. The project will have enhanced traffic signage and street signage. Speakers will be built in throughout the development for background music. All landscaping will be built in accordance with City standards.

City Hall Landscaping

- All the landscaping and hardscape for City Hall is being constructed. The landscaping will include the sod, shrubs, trees, flower beds and irrigation. The hardscape will include sidewalks constructed out of both concrete and pavers, bike racks and flag poles and decorative planters. All of these improvements will be constructed in accordance with City standards.

Signage and Monumentation

- The Property's primary sign will be located along Highway 79 at Co-op Boulevard. The sign will be approximately 30 feet in height and resemble a stone cistern with a corrugated metal base, reflective of the agricultural history of the site. A second, internal gateway sign will extend over Co-op Boulevard, welcoming visitors to the Property. Smaller, internal directional and directory signs will be located along the sidewalks within the District.
- Multi-tenant signs will be anchored to the re-located silos that front onto highway 79. The primary, major tenants of the development will be recognized on the silo signage. A secondary, multi-tenant sign will be located at the intersection of W. Live Oak and Exchange Boulevard at the western extent of the development.

Town Green

- A centralized town green will serve as the activity heart of the Property. The green will consist of a splash pad plaza and sculptures. It will include more than 20,000 of an event lawn consisting of artificial turf. Seat walls and gentle sloping berms surround the perimeter of the town green, as well as outdoor patio seating, outdoor plaza game areas, enhanced landscape beds and shade trees. There will also be an amphitheater stage platform for hosting outdoor concerts and events and an outdoor digital display screen for use during concerts and for broadcasting during other events such as movies or sporting events. There will be pedestrian scale lighting for maintaining safety and accessibility of the space at night. The green will be easily accessible to the pedestrian bridge, public sidewalks and public parking lots. These improvements will be constructed in accordance with City standards.

Excavation, Water, Sewer, Drainage & Paving

- The excavation and stormwater drainage improvement portion of the improvements consist of the construction of a combined wet pond amenity and detention pond and associated drainage channels and appurtenances to appropriately control and convey storm water runoff through the Property. The storm drainage improvements will be constructed in accordance with City standards.

- The water, sewer and paving improvements consist of the construction of the full distance of West Live Oak Street from Exchange Boulevard through the Property to the intersection with West Street, the construction of the full distance of CO-OP Boulevard from US Highway 79 through the Property to the intersection with West Live Oak Street, as well as the construction of the full distance of Pecan Street from West Street through the Property to the intersection of West Live Oak Street. These improvements will provide road and thoroughfare access to all phases of the Property and consist of the construction of related earthwork, paving, sidewalks, signage, traffic control devices, manholes, water/waste water trunk mains, pipes, valves and associated appurtenances. All improvements will be constructed in accordance with City standards.

Parking Lots

- Multiple public parking lots are being constructed to meet the parking requirements for the Property. All parking lots include drainage, water and sewer connections and will be constructed in accordance with City standards.

Highway 79 Construction & Engineering

- The Property will include a divided section along Highway 79 from Exchange Boulevard to West Street including a left turn lane on the east bound lane of Highway 79 at Co-op Boulevard and West Street. There is also a deceleration lane being added on the west bound lane of Highway 79 at Co-op Boulevard along with a traffic light at the intersection of Highway 79 and Co-op Boulevard. The frontage of Highway 79 will be enhanced through the use of landscape screening along all parking lots. Enhanced plant beds with year-round color as well as shade trees will line the project frontage. These improvements will be constructed in accordance with City standards.
- Four silos that were previously located internal to the site have been relocated to the frontage of highway 79 and serve as a perimeter monument announcing the development to drivers along the highway.

Table III-A Initial Authorized Improvements	
Description	Costs
<i>Authorized Improvements</i>	
The Lakes - Landscaping	\$ 2,971,412
Streets - Landscaping	1,972,340
City Hall Landscaping	833,124
Signage and Monumentation	1,371,001
Town Green	2,986,338
Excavation, Water, Sewer, Drainage & Paving	3,645,895
Parking Lots	4,416,343
Highway 79 Construction & Engineering	1,404,936
Engineering	144,227
Contingency	678,713
Project Management Fee	1,835,672
Total Initial Authorized Improvements	\$ 22,260,000
Source: LandDev Consulting, LLC and SEC Planning, LLC	
Note: The figures shown in Table III-A and the Purchase Price for the Initial Authorized Improvements may be revised in Annual Service Plan Updates, and may be reallocated between line items so long as the Initial Authorized Improvements amount does not change.	

The Future Authorized Improvements are described below and the costs of such improvements are shown in **Table III-B**. The Future Purchase Price for the Future Authorized Improvements is \$12,359,550. The Special Assessments will only be used to purchase the Future Authorized Improvements that benefit the Assessed Property. The costs shown in **Table III-B** and the Future Purchase Price for the Future Authorized Improvements may be revised through Annual Service Plan Updates. The Future Purchase Price for the Future Authorized Improvements are to be funded from the Special Assessment reimbursements as described herein.

A description of the Future Authorized Improvements follows:

Parking Garages #1, #2 and #3

- Structured parking garages will be constructed to provide public parking for all users of the Project. The improvements will be constructed in accordance with City standards and will provide parking spaces as follows:
 - Parking Garage #1 – 300 spaces
 - Parking Garage #2 – 100 spaces
 - Parking Garage #3 – 300 spaces

Excavation, Water, Sewer, Drainage & Paving

- The excavation and stormwater drainage improvement portion of the improvements consist of the construction of a combined wet pond amenity and detention pond and associated drainage channels and appurtenances to appropriately control and convey storm water runoff through the Property. The storm drainage improvements will be constructed in accordance with City standards.
- The water, sewer and paving improvements consist of the construction of the full distance of West Live Oak Street from Exchange Boulevard through the Property to the intersection with West Street, the construction of the full distance of Co-Op Boulevard from US Highway 79 through the Property to the intersection with West Live Oak Street, as well as the construction of the full distance of Pecan Street from West Street through the Property to the intersection of West Live Oak Street. These improvements will provide road and thoroughfare access to all phases of the Property and consist of the construction of related earthwork, paving, sidewalks, signage, traffic control devices, manholes, water/waste water trunk mains, pipes, valves and associated appurtenances. All improvements will be constructed in accordance with City standards.

Landscape, Hardscape, Site Furnishings & Lighting

In connection with the construction of the Future Authorized Improvements, additional landscape, hardscape, site furnishings for the public spaces within the Property and street lighting will be constructed consistent with the Initial Authorized Improvements and in accordance with City standards.

**Table III-B
Future Authorized Improvements**

Description	Costs
<i>Authorized Improvements</i>	
Parking Garage #1	4,567,500
Parking Garage #2	1,522,500
Parking Garage #3	4,567,500
Excavation, Water, Sewer, Drainage & Paving	630,000
Landscape, Hardscape, Site Furnishings, Lighting	155,000
Engineering	250,000
Contingency	78,500
Project Management Fee	588,550
Total Future Authorized Improvements	\$ 12,359,550

Source: LandDev Consulting, LLC and SEC Planning, LLC

Note: The figures shown in Table III-B and the Purchase Price for the Future Authorized Improvements may be revised in Annual Service Plan Updates, and may be reallocated between line items so long as the Future Authorized Improvements amount does not change.

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 Purchase Price may be assessed: (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 for the Initial Purchase Price.

This section of this Service and Assessment Plan 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 Lots so that there is an equal share of the Purchase Price being apportioned to 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, Owners 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 Owners 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 Purchase Price 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.

The City Council determined that funding the Purchase Price 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 the Initial Purchase Price of Authorized Improvements

The Authorized Improvements will provide a special benefit only to the Assessed Property. The Initial Purchase Price of the Authorized Improvements is, therefore, allocated entirely to Assessed Property, as shown in **Table IV-A**. The costs detailed in **Table IV-A** and the Initial Purchase Price for the Authorized Improvements is 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.

Table IV-A		
Allocation of Authorized Improvements to Assessed Property		
Authorized Improvements	Total Cost	% Allocation
The Lakes - Landscaping	\$ 2,971,412	100%
Streets - Landscaping	1,972,340	100%
City Hall Landscaping	833,124	100%
Signage and Monumentation	1,371,001	100%
Town Green	2,986,338	100%
Excavation, Water, Sewer, Drainage & Paving	3,645,895	100%
Parking Lots	4,416,343	100%
Highway 79 Construction & Engineering	1,404,936	100%
Engineering	144,227	100%
Contingency	678,713	100%
Project Management Fee	1,835,672	100%
Total Authorized Improvements	\$ 22,260,000	100%
See Table III-A for details		

D. Special Assessment Methodology

The City Council may assess all or a portion of the Purchase Price 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 Purchase Price may be assessed using any methodology that results in the imposition of equal shares of the Purchase Price on Assessed Property similarly benefited.

For purpose of the Assessment Plan, the City Council has determined that the Initial Purchase Price associated with the Authorized Improvements shall be allocated on the basis of estimated buildout value. The Initial Purchase Price associated with the Authorized Improvements shall be allocated to the Assessed Property by spreading the entire Special Assessment across all 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.

Based on the Initial Purchase Price 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.

Planned Building #	Planned Land Use	Lot #	Parcel ID #	Units/ SF/Keys	Projected AV per Unit/SF/Key	% Allocation of Total Special Assessment	Assessed Value at Completion	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit/SF/Key	Average Annual Installment Per Unit/SF/Key	Equivalent Tax Rate (per \$100/AV) Before TIRZ	Equivalent Tax Rate (per \$100/AV) After TIRZ
1	Restaurant	6	R571098	12,000	\$ 400	2.56%	\$ 4,800,000	\$ 568,825	\$ 19,193	\$ 47.40	\$ 1.60	\$ 0.87	\$ 0.40
2	Restaurant	6	R571098	12,000	\$ 400	2.56%	\$ 4,800,000	\$ 568,825	\$ 19,193	\$ 47.40	\$ 1.60	\$ 0.87	\$ 0.40
3	Retail/Office	6	R571098	6,000	\$ 400	1.28%	\$ 2,400,000	\$ 284,412	\$ 9,596	\$ 47.40	\$ 1.60	\$ 0.87	\$ 0.40
4	Bank	6	R571098	3,000	\$ 400	0.64%	\$ 1,200,000	\$ 142,206	\$ 4,798	\$ 47.40	\$ 1.60	\$ 0.87	\$ 0.40
5	Restaurant	4	R571096	5,500	\$ 400	1.17%	\$ 2,200,000	\$ 260,711	\$ 8,797	\$ 47.40	\$ 1.60	\$ 0.87	\$ 0.40
6	Retail/Office	6	R571098	20,000	\$ 400	4.26%	\$ 8,000,000	\$ 948,041	\$ 31,988	\$ 47.40	\$ 1.60	\$ 0.87	\$ 0.40
7	Retail/Office	4	R571096	33,000	\$ 400	7.03%	\$ 13,200,000	\$ 1,564,267	\$ 52,780	\$ 47.40	\$ 1.60	\$ 0.87	\$ 0.40
8	Retail/Office	5	R571097	12,000	\$ 400	2.56%	\$ 4,800,000	\$ 568,825	\$ 19,193	\$ 47.40	\$ 1.60	\$ 0.87	\$ 0.40
9	Multi-Family	4	R571096	132	\$ 165,000	11.59%	\$ 21,780,000	\$ 2,581,041	\$ 87,086	\$ 19,553.34	\$ 659.75	\$ 0.87	\$ 0.40
10	Retail/Office	4	R571096	45,000	\$ 400	9.58%	\$ 18,000,000	\$ 2,133,092	\$ 71,972	\$ 47.40	\$ 1.60	\$ 0.87	\$ 0.40
11	Retail/Office	4	R571096	15,000	\$ 400	3.19%	\$ 6,000,000	\$ 711,031	\$ 23,991	\$ 47.40	\$ 1.60	\$ 0.87	\$ 0.40
12	Retail/Office	6	R571098	40,000	\$ 400	8.52%	\$ 16,000,000	\$ 1,896,082	\$ 63,975	\$ 47.40	\$ 1.60	\$ 0.87	\$ 0.40
13	Hotel	7	R571099	140	\$ 165,000	12.30%	\$ 23,100,000	\$ 2,737,468	\$ 92,364	\$ 19,553.34	\$ 659.75	\$ 0.87	\$ 0.40
14	Retail/Office	7	R571099	36,000	\$ 400	7.67%	\$ 14,400,000	\$ 1,706,474	\$ 57,578	\$ 47.40	\$ 1.60	\$ 0.87	\$ 0.40
15	Retail/Office	3	R571095	32,000	\$ 400	6.81%	\$ 12,800,000	\$ 1,516,865	\$ 51,180	\$ 47.40	\$ 1.60	\$ 0.87	\$ 0.40
16	Multi-Family	Church	R543533	104	\$ 165,000	9.14%	\$ 17,160,000	\$ 2,033,548	\$ 68,614	\$ 19,553.34	\$ 659.75	\$ 0.87	\$ 0.40
17	Municipal	Church	R571093	40,000	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.87	\$ -
18	Entertainment	Williamson County	R468355	39,000	\$ 400	8.30%	\$ 15,600,000	\$ 1,848,680	\$ 62,376	\$ 47.40	\$ 1.60	\$ 0.87	\$ 0.40
19	Restaurant	Williamson County	R468355	4,000	\$ 400	0.85%	\$ 1,600,000	\$ 189,608	\$ 6,398	\$ 47.40	\$ 1.60	\$ 0.87	\$ 0.40
Total						100.00%	187,840,000	22,260,000	751,070			\$ 0.87	\$ 0.40

Note: Estimates based on information available as of xx/xx/18, the date the original SAP was adopted by the City. Although the actual unit counts and estimated assessed value may vary from the estimates shown above, the initial assessment allocation for each Unit/SF 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 Initial City and Corporation Interlocal Agreement and any other documents associated with the creation of the PID. The above estimate assumes an average 6.4% interest rate, a 40 year term for the PID and an annual administrative expense of \$35,000 increasing at 2.0% per year.

In the event that the City approves the Future City and Corporation Interlocal Agreeent in connection with the Future Purchase Price for the Future Authorized Improvements, a **Table IV-C** will be created to reflect the associated Special Assessments as part of a Service Plan Update.

E. Special Assessment and Annual Installments

The Special Assessments for the PID will be levied on each 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.

G. TIRZ Credit and EDC Credit

The City has agreed to use TIRZ Revenues generated from each Parcel or Lot within the PID to offset a portion of the Annual Installment on such Parcel or Lot within the Assessed Property (the "TIRZ Credit"). The City has agreed to use EDC Revenues generated within the PID to offset a portion of the Annual Installment for such Parcel or Lot within the Assessed Property (the "EDC Credit") by spreading the entire EDC Credit across all Parcels and Lots within the PID based on the ratio of the Assessed Value of such Parcel or Lot to the Assessed Value for all Assessed Property within the PID. The Annual Installment for each Parcel or Lot shall be calculated by taking into consideration any TIRZ Credit and any EDC Credit applicable to the Parcel or Lot. The TIRZ Credit and EDC Credit attributable to each Parcel or Lot of Assessed Property collected in any given year shall be used to calculate each Parcel or Lot's TIRZ Credit and EDC Credit for such Parcel or Lot in the following year.

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 36 months for the Authorized Improvements to be constructed and purchased by the City.

The Initial Purchase Price for the Authorized Improvements and payment of expenses incurred in the establishment, administration and operation of the PID is \$22,260,000 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 Purchase Price 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 Purchase Price, if any.

Table V-A Sources and Uses of Funds	
Sources of Funds	
Special Assessment	\$ 22,260,000
Owner Contribution	-
	<u>\$ 22,260,000</u>
Uses of Funds	
Authorized Improvements (a)	<u>\$ 22,260,000</u>
(a) See Table III-A and Table IV-A for details.	

In the event that the City approves the Future City and Corporation Interlocal Agreement in connection with the Future Purchase Price for the Future Authorized Improvements, **Table V-A** will be updated.

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 Ending December 31,	Principal Payments	Interest Expense	Administrative Expenses	Projected TIRZ Reimbursements	Annual PID Installments
2019	\$ -	\$ 1,424,640	\$ 35,000	\$ -	\$ 1,459,640
2020	\$ -	\$ 1,424,640	\$ 35,700	\$ 35,700	\$ 1,424,640
2021	\$ 150,000	\$ 1,424,640	\$ 36,414	\$ 191,363	\$ 1,419,691
2022	\$ 160,000	\$ 1,415,040	\$ 37,142	\$ 327,169	\$ 1,285,013
2023	\$ 170,000	\$ 1,404,800	\$ 37,885	\$ 783,133	\$ 829,552
Total	\$ 480,000	\$ 7,093,760	\$ 182,141	\$ 1,337,366	\$ 6,418,536

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 debt service estimates are based on an 6.4% interest rate and a 40 year term for the PID. Administrative expenses are estimated to increase at a rate of 2.0% per year.

In the event that the City approves the Future City and Corporation Interlocal Agreement in connection with the Future Purchase Price for the Future Authorized Improvements, **Table V-B** will be updated.

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 Land Use 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 Land Use applicable to each Parcel or Lot.

If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the Total Assessment for each Lot as identified in **Table IV-B**.

The increase or reallocation of an Assessment for an Assessed Parcel that is a homestead under Texas law may not exceed the 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.

The sum of the Special Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City.

2. *Upon Subdivision by a Recorded Subdivision Plat*

Once a Lot has a Special Assessment applied to it, as shown in **Table IV-B**, and then proceeds to be subdivided again, in no event will the new subdivision cause the sum of the Special Assessments for the subdivided Lots to be greater than the Special Assessment for the Lot prior to its subdivision.

The allocation method used above is to insure there will not be an increase in the Special Assessment for each specific Parcel. If Lots are not platted in accordance with the Parcel Map, the Special Assessments for each affected Lot will be allocated in an equitable manner, but in no event will such new allocation increase the total Special Assessment for each Lot as identified in **Table IV-B**.

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 Assessed Property or a portion thereof is transferred to a party that is exempt from the payment of the Special Assessment under applicable law, or if an owner causes a Lot or portion thereof to become Non-Benefited Property, the full amount of the Special Assessment for such Lot or portion thereof shall be paid to the City prior to any such transfer or act.

D. Reduction of Special Assessments

1. If, after all Authorized Improvements to be funded have been purchased, the Purchase Price for the Authorized Improvements are less than the Purchase Price 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 Purchase Price.

E. Payment of Special Assessments

1. Payment in Full and Partial Pre Payment

- o The Special Assessment for any Parcel may be paid in full at any time in accordance with the PID Act.
- o 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.
- o Upon payment in full of a Special Assessment, the City shall deposit the payment in accordance with the Installment Sale Contract; 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.**"
- o 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 Installment Sale Contract, 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.

2. Payment of Annual Installments

- o 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 forty (40) 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 Bond Buyer 25 Year Revenue Bond Index for which the average rate on July 27, 2018 was 4.40 percent (4.40%).

- o The Annual Installments as listed on the Assessment Roll have been calculated assuming an interest rate of 6.40%. The Annual Installments may not exceed the amounts shown on the Assessment Roll except pursuant to any amendment or update to this SAP.
- o 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.

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, 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, 2019.

In the event that an Assessed Property has more than one Assessment and the payment made by the property owner is less than the total Annual Installments due, the shortfall will be allocated between each Assessment on a pro-rata basis based on the amount of Assessment outstanding at the time the Annual Installments were due.

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 or the Installment Sales Contract.
2. The City's sole obligations are to:
 - o Review and approve the Annual Service Plan Update including the Annual Installments due for the upcoming year;
 - o Contract with the Williamson County Appraisal District or other third party to collect the Assessments;
 - o Establish the assessment account ("Assessment Account") to receive the funds collected from Assessments, TIRZ Revenues and EDC Revenues;
 - o Pay Administrative Expenses as provided herein;
 - o Direct the Administrator to take all reasonable efforts to collect Assessments including foreclosure of any lien securing delinquent Assessments;
 - o Deposit Assessments received, including funds received from foreclosure sales, into the Assessment Account; and,
 - o Pay funds out of the Assessment Account as provided herein and in the Installment Sale Contract.

Section VII

THE ASSESMENT 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 Initial Authorized Improvements. **Table VII** summarizes the \$22,260,000 in special benefit received by the Assessed Property from the Initial Authorized Improvements and the costs of the PID formation. The expected amount of the planned Special Assessment is \$22,260,000 which is equal to the benefit received by the Assessed Property. Accordingly, the total Special Assessment to be applied to all the Assessed Property is \$22,260,000 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)	\$ 22,260,000
Total Special Benefit	\$ 22,260,000
<i>Special Benefit</i>	
Total Special Benefit	\$ 22,260,000
Projected PID Special Assessment	\$ 22,260,000
Excess Benefit	\$ -
(a) See Table III-A 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

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 Parcel 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.

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

Assessment Roll

Appendix A Special Assesment by Property Owner							
Tax Parcel ID	Lot #	Acres	Owner	Special Assessment	Equivalent Tax Rate without TIRZ	Equivalent Tax Rate with TIRZ	
R571093	1	3.3676	420 US 79, Ltd.	\$ -	\$ -	\$ -	
R571094	2	0.5231	420 US 79, Ltd.	\$ -	\$ -	\$ -	
R571095	3	0.9709	420 US 79, Ltd.	\$ 1,516,865	\$ 0.87	\$ 0.40	
R571096	4	5.5130	420 US 79, Ltd.	\$ 7,250,143	\$ 0.87	\$ 0.40	
R571097	5	0.4908	420 US 79, Ltd.	\$ 568,825	\$ -	\$ -	
R571098	6	12.9541	420 US 79, Ltd.	\$ 4,408,390	\$ 0.87	\$ 0.40	
R571099	7	1.7685	420 US 79, Ltd.	\$ 4,443,942	\$ 0.87	\$ 0.40	
R543533	Church	0.4641	Hill Country Bible Church	\$ 2,033,548	\$ 0.87	\$ 0.40	
R468355	Williamson County	4.4341	Williamson County	\$ 2,038,288	\$ 0.87	\$ 0.40	
n/a	Right of Way	4.6159	420 US 79, Ltd.	\$ -	\$ -	\$ -	
		<u>35.1021</u>		\$ 22,260,000	\$ 0.87	\$ 0.40	

Preliminary and subject to change. The lot information is as of 9/5/18 and reflects the plat as approved by the City of Hutto.

Appendix A-1									
Projected Annual Installments - All Parcels									
Year ending 12/31/XX (a)	PID Reimbursement			Administrative Expenses (b)	Projected TIRZ Reimbursement	Annual Installment (c)	Total Equivalent Tax Rate Before TIRZ	Total Equivalent Tax Rate After TIRZ	
	Principal	Interest	Net Debt Service						
2019	\$ -	\$ 1,424,640	\$ 1,424,640	\$ 35,000	\$ -	\$ 1,459,640	\$ 3.71	\$ 3.71	
2020	\$ -	\$ 1,424,640	\$ 1,424,640	\$ 35,700	\$ 35,700	\$ 1,424,640	\$ 3.71	\$ 3.69	
2021	\$ 150,000	\$ 1,424,640	\$ 1,574,640	\$ 36,414	\$ 180,805	\$ 1,430,249	\$ 3.79	\$ 3.70	
2022	\$ 160,000	\$ 1,415,040	\$ 1,575,040	\$ 37,142	\$ 309,119	\$ 1,303,064	\$ 3.79	\$ 3.63	
2023	\$ 170,000	\$ 1,404,800	\$ 1,574,800	\$ 37,885	\$ 737,724	\$ 874,961	\$ 3.79	\$ 3.40	
2024	\$ 180,000	\$ 1,393,920	\$ 1,573,920	\$ 38,643	\$ 756,167	\$ 856,396	\$ 3.79	\$ 3.39	
2025	\$ 190,000	\$ 1,382,400	\$ 1,572,400	\$ 39,416	\$ 775,071	\$ 836,745	\$ 3.79	\$ 3.38	
2026	\$ 205,000	\$ 1,370,240	\$ 1,575,240	\$ 40,204	\$ 794,448	\$ 820,996	\$ 3.79	\$ 3.37	
2027	\$ 215,000	\$ 1,357,120	\$ 1,572,120	\$ 41,008	\$ 814,309	\$ 798,819	\$ 3.79	\$ 3.36	
2028	\$ 230,000	\$ 1,343,360	\$ 1,573,360	\$ 41,828	\$ 834,667	\$ 780,522	\$ 3.79	\$ 3.35	
2029	\$ 245,000	\$ 1,328,640	\$ 1,573,640	\$ 42,665	\$ 855,533	\$ 760,771	\$ 3.80	\$ 3.34	
2030	\$ 260,000	\$ 1,312,960	\$ 1,572,960	\$ 43,518	\$ 876,922	\$ 739,556	\$ 3.80	\$ 3.33	
2031	\$ 275,000	\$ 1,296,320	\$ 1,571,320	\$ 44,388	\$ 898,845	\$ 716,864	\$ 3.80	\$ 3.32	
2032	\$ 295,000	\$ 1,278,720	\$ 1,573,720	\$ 45,276	\$ 921,316	\$ 697,680	\$ 3.80	\$ 3.31	
2033	\$ 315,000	\$ 1,259,840	\$ 1,574,840	\$ 46,182	\$ 944,349	\$ 676,673	\$ 3.80	\$ 3.30	
2034	\$ 335,000	\$ 1,239,680	\$ 1,574,680	\$ 47,105	\$ 967,958	\$ 653,828	\$ 3.80	\$ 3.28	
2035	\$ 355,000	\$ 1,218,240	\$ 1,573,240	\$ 48,047	\$ 992,156	\$ 629,131	\$ 3.80	\$ 3.27	
2036	\$ 380,000	\$ 1,195,520	\$ 1,575,520	\$ 49,008	\$ 1,016,960	\$ 607,568	\$ 3.80	\$ 3.26	
2037	\$ 400,000	\$ 1,171,200	\$ 1,571,200	\$ 49,989	\$ 1,042,384	\$ 578,804	\$ 3.80	\$ 3.24	
2038	\$ 425,000	\$ 1,145,600	\$ 1,570,600	\$ 50,988	\$ 1,068,444	\$ 553,144	\$ 3.80	\$ 3.23	
2039	\$ 455,000	\$ 1,118,400	\$ 1,573,400	\$ 52,008	\$ 824,292	\$ 801,116	\$ 3.80	\$ 3.36	
2040	\$ 485,000	\$ 1,089,280	\$ 1,574,280	\$ 53,048	\$ 844,899	\$ 782,429	\$ 3.80	\$ 3.35	
2041	\$ 515,000	\$ 1,058,240	\$ 1,573,240	\$ 54,109	\$ 866,022	\$ 761,327	\$ 3.80	\$ 3.34	
2042	\$ 550,000	\$ 1,025,280	\$ 1,575,280	\$ 55,191	\$ 887,672	\$ 742,799	\$ 3.80	\$ 3.33	
2043	\$ 585,000	\$ 990,080	\$ 1,575,080	\$ 56,295	\$ 909,864	\$ 721,511	\$ 3.80	\$ 3.32	
2044	\$ 620,000	\$ 952,640	\$ 1,572,640	\$ 57,421	\$ 932,611	\$ 697,450	\$ 3.80	\$ 3.31	
2045	\$ 660,000	\$ 912,960	\$ 1,572,960	\$ 58,570	\$ 955,926	\$ 675,603	\$ 3.80	\$ 3.29	
2046	\$ 700,000	\$ 870,720	\$ 1,570,720	\$ 59,741	\$ 979,824	\$ 650,637	\$ 3.80	\$ 3.28	
2047	\$ 745,000	\$ 825,920	\$ 1,570,920	\$ 60,936	\$ 1,004,320	\$ 627,536	\$ 3.80	\$ 3.27	
2048	\$ 795,000	\$ 778,240	\$ 1,573,240	\$ 62,155	\$ 1,029,428	\$ 605,967	\$ 3.81	\$ 3.26	
2049	\$ 845,000	\$ 727,360	\$ 1,572,360	\$ 63,398	\$ 827,509	\$ 808,249	\$ 3.81	\$ 3.37	
2050	\$ 900,000	\$ 673,280	\$ 1,573,280	\$ 64,666	\$ 848,196	\$ 789,749	\$ 3.81	\$ 3.36	
2051	\$ 960,000	\$ 615,680	\$ 1,575,680	\$ 65,959	\$ 869,401	\$ 772,238	\$ 3.81	\$ 3.35	
2052	\$ 1,020,000	\$ 554,240	\$ 1,574,240	\$ 67,278	\$ 891,136	\$ 750,382	\$ 3.81	\$ 3.33	
2053	\$ 1,085,000	\$ 488,960	\$ 1,573,960	\$ 68,624	\$ 913,415	\$ 729,169	\$ 3.81	\$ 3.32	
2054	\$ 1,155,000	\$ 419,520	\$ 1,574,520	\$ 69,996	\$ 936,250	\$ 708,266	\$ 3.81	\$ 3.31	
2055	\$ 1,225,000	\$ 345,600	\$ 1,570,600	\$ 71,396	\$ 959,656	\$ 682,340	\$ 3.81	\$ 3.30	
2056	\$ 1,305,000	\$ 267,200	\$ 1,572,200	\$ 72,824	\$ 983,648	\$ 661,376	\$ 3.81	\$ 3.29	
2057	\$ 1,390,000	\$ 183,680	\$ 1,573,680	\$ 74,280	\$ 1,008,239	\$ 639,722	\$ 3.81	\$ 3.28	
2058	\$ 1,480,000	\$ 94,720	\$ 1,574,720	\$ 75,766	\$ 1,033,445	\$ 617,041	\$ 3.81	\$ 3.26	
Totals	\$ 22,260,000	\$ 40,379,520	\$ 62,639,520	\$ 2,114,069		\$ 31,424,959			

(a) The 12/31/XX dates represent the fiscal year end for the PID.

(b) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(c) Annual Installments are calculated assuming a 6.4% interest rate for the 40 year term of the PID plus Administrative Expenses.

Appendix A-2									
Annual Installments - Parcel ID# R571093									
Year ending 12/31/XX (a)	PID Reimbursement			Administrative Expenses (b)	Projected TIRZ Reimbursement	Annual Installment (c)	Total Equivalent Tax Rate Before TIRZ	Total Equivalent Tax Rate After TIRZ	
	Principal	Interest	Net Debt Service						
2019	\$ -	\$ 97,079	\$ 97,079	\$ 2,385	\$ -	\$ 99,464	\$ 3.71	\$ 3.71	
2020	\$ -	\$ 97,079	\$ 97,079	\$ 2,433	\$ 2,433	\$ 97,079	\$ 3.71	\$ 3.69	
2021	\$ 10,221	\$ 97,079	\$ 107,301	\$ 2,481	\$ 12,321	\$ 97,462	\$ 3.79	\$ 3.70	
2022	\$ 10,903	\$ 96,425	\$ 107,328	\$ 2,531	\$ 21,064	\$ 88,795	\$ 3.79	\$ 3.63	
2023	\$ 11,584	\$ 95,727	\$ 107,312	\$ 2,582	\$ 50,271	\$ 59,623	\$ 3.79	\$ 3.40	
2024	\$ 12,266	\$ 94,986	\$ 107,252	\$ 2,633	\$ 51,528	\$ 58,357	\$ 3.79	\$ 3.39	
2025	\$ 12,947	\$ 94,201	\$ 107,148	\$ 2,686	\$ 52,816	\$ 57,018	\$ 3.79	\$ 3.38	
2026	\$ 13,969	\$ 93,372	\$ 107,342	\$ 2,740	\$ 54,136	\$ 55,945	\$ 3.79	\$ 3.37	
2027	\$ 14,651	\$ 92,478	\$ 107,129	\$ 2,794	\$ 55,490	\$ 54,434	\$ 3.79	\$ 3.36	
2028	\$ 15,673	\$ 91,541	\$ 107,214	\$ 2,850	\$ 56,877	\$ 53,187	\$ 3.79	\$ 3.35	
2029	\$ 16,695	\$ 90,538	\$ 107,233	\$ 2,907	\$ 58,299	\$ 51,841	\$ 3.80	\$ 3.34	
2030	\$ 17,717	\$ 89,469	\$ 107,186	\$ 2,965	\$ 59,756	\$ 50,396	\$ 3.80	\$ 3.33	
2031	\$ 18,739	\$ 88,335	\$ 107,075	\$ 3,025	\$ 61,250	\$ 48,849	\$ 3.80	\$ 3.32	
2032	\$ 20,102	\$ 87,136	\$ 107,238	\$ 3,085	\$ 62,781	\$ 47,542	\$ 3.80	\$ 3.31	
2033	\$ 21,465	\$ 85,849	\$ 107,314	\$ 3,147	\$ 64,351	\$ 46,111	\$ 3.80	\$ 3.30	
2034	\$ 22,828	\$ 84,476	\$ 107,304	\$ 3,210	\$ 65,960	\$ 44,554	\$ 3.80	\$ 3.28	
2035	\$ 24,191	\$ 83,015	\$ 107,205	\$ 3,274	\$ 67,609	\$ 42,871	\$ 3.80	\$ 3.27	
2036	\$ 25,894	\$ 81,466	\$ 107,361	\$ 3,340	\$ 69,299	\$ 41,402	\$ 3.80	\$ 3.26	
2037	\$ 27,257	\$ 79,809	\$ 107,066	\$ 3,406	\$ 71,031	\$ 39,442	\$ 3.80	\$ 3.24	
2038	\$ 28,961	\$ 78,065	\$ 107,026	\$ 3,475	\$ 72,807	\$ 37,693	\$ 3.80	\$ 3.23	
2039	\$ 31,005	\$ 76,211	\$ 107,216	\$ 3,544	\$ 56,170	\$ 54,591	\$ 3.80	\$ 3.36	
2040	\$ 33,049	\$ 74,227	\$ 107,276	\$ 3,615	\$ 57,574	\$ 53,317	\$ 3.80	\$ 3.35	
2041	\$ 35,094	\$ 72,112	\$ 107,205	\$ 3,687	\$ 59,013	\$ 51,879	\$ 3.80	\$ 3.34	
2042	\$ 37,479	\$ 69,866	\$ 107,344	\$ 3,761	\$ 60,489	\$ 50,617	\$ 3.80	\$ 3.33	
2043	\$ 39,864	\$ 67,467	\$ 107,331	\$ 3,836	\$ 62,001	\$ 49,166	\$ 3.80	\$ 3.32	
2044	\$ 42,249	\$ 64,916	\$ 107,165	\$ 3,913	\$ 63,551	\$ 47,526	\$ 3.80	\$ 3.31	
2045	\$ 44,974	\$ 62,212	\$ 107,186	\$ 3,991	\$ 65,140	\$ 46,038	\$ 3.80	\$ 3.29	
2046	\$ 47,700	\$ 59,334	\$ 107,034	\$ 4,071	\$ 66,768	\$ 44,336	\$ 3.80	\$ 3.28	
2047	\$ 50,767	\$ 56,281	\$ 107,047	\$ 4,152	\$ 68,437	\$ 42,762	\$ 3.80	\$ 3.27	
2048	\$ 54,174	\$ 53,032	\$ 107,205	\$ 4,235	\$ 70,148	\$ 41,292	\$ 3.81	\$ 3.26	
2049	\$ 57,581	\$ 49,565	\$ 107,145	\$ 4,320	\$ 56,389	\$ 55,077	\$ 3.81	\$ 3.37	
2050	\$ 61,329	\$ 45,879	\$ 107,208	\$ 4,407	\$ 57,799	\$ 53,816	\$ 3.81	\$ 3.36	
2051	\$ 65,417	\$ 41,954	\$ 107,372	\$ 4,495	\$ 59,244	\$ 52,623	\$ 3.81	\$ 3.35	
2052	\$ 69,506	\$ 37,768	\$ 107,274	\$ 4,585	\$ 60,725	\$ 51,133	\$ 3.81	\$ 3.33	
2053	\$ 73,935	\$ 33,319	\$ 107,255	\$ 4,676	\$ 62,243	\$ 49,688	\$ 3.81	\$ 3.32	
2054	\$ 78,705	\$ 28,587	\$ 107,293	\$ 4,770	\$ 63,799	\$ 48,263	\$ 3.81	\$ 3.31	
2055	\$ 83,475	\$ 23,550	\$ 107,026	\$ 4,865	\$ 65,394	\$ 46,497	\$ 3.81	\$ 3.30	
2056	\$ 88,927	\$ 18,208	\$ 107,135	\$ 4,962	\$ 67,029	\$ 45,068	\$ 3.81	\$ 3.29	
2057	\$ 94,719	\$ 12,517	\$ 107,235	\$ 5,062	\$ 68,705	\$ 43,593	\$ 3.81	\$ 3.28	
2058	\$ 100,852	\$ 6,455	\$ 107,306	\$ 5,163	\$ 70,422	\$ 42,047	\$ 3.81	\$ 3.26	
Totals	\$ 1,516,865	\$ 2,751,586	\$ 4,268,451	\$ 144,059		\$ 2,141,394			

(a) The 12/31/XX dates represent the fiscal year end for the PID.

(b) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(c) Annual Installments are calculated assuming a 6.4% interest rate for the 40 year term of the PID plus Administrative Expenses.

Appendix A-3									
Annual Installments - Parcel ID# R571096									
Year ending 12/31/XX (a)	PID Reimbursement			Administrative Expenses (b)	Projected TIRZ Reimbursement	Annual Installment (c)	Total Equivalent Tax Rate Before TIRZ	Total Equivalent Tax Rate After TIRZ	
	Principal	Interest	Net Debt Service						
2019	\$ -	\$ 464,009	\$ 464,009	\$ 11,400	\$ -	\$ 475,409	\$ 3.71	\$ 3.71	
2020	\$ -	\$ 464,009	\$ 464,009	\$ 11,628	\$ 11,628	\$ 464,009	\$ 3.71	\$ 3.69	
2021	\$ 48,855	\$ 464,009	\$ 512,865	\$ 11,860	\$ 58,889	\$ 465,836	\$ 3.79	\$ 3.70	
2022	\$ 52,112	\$ 460,882	\$ 512,995	\$ 12,097	\$ 100,681	\$ 424,411	\$ 3.79	\$ 3.63	
2023	\$ 55,369	\$ 457,547	\$ 512,917	\$ 12,339	\$ 240,279	\$ 284,977	\$ 3.79	\$ 3.40	
2024	\$ 58,626	\$ 454,004	\$ 512,630	\$ 12,586	\$ 246,286	\$ 278,931	\$ 3.79	\$ 3.39	
2025	\$ 61,884	\$ 450,251	\$ 512,135	\$ 12,838	\$ 252,443	\$ 272,530	\$ 3.79	\$ 3.38	
2026	\$ 66,769	\$ 446,291	\$ 513,060	\$ 13,095	\$ 258,754	\$ 267,401	\$ 3.79	\$ 3.37	
2027	\$ 70,026	\$ 442,018	\$ 512,044	\$ 13,356	\$ 265,223	\$ 260,178	\$ 3.79	\$ 3.36	
2028	\$ 74,912	\$ 437,536	\$ 512,448	\$ 13,624	\$ 271,853	\$ 254,218	\$ 3.79	\$ 3.35	
2029	\$ 79,797	\$ 432,742	\$ 512,539	\$ 13,896	\$ 278,650	\$ 247,785	\$ 3.80	\$ 3.34	
2030	\$ 84,683	\$ 427,635	\$ 512,317	\$ 14,174	\$ 285,616	\$ 240,876	\$ 3.80	\$ 3.33	
2031	\$ 89,568	\$ 422,215	\$ 511,783	\$ 14,457	\$ 292,756	\$ 233,484	\$ 3.80	\$ 3.32	
2032	\$ 96,082	\$ 416,483	\$ 512,565	\$ 14,747	\$ 300,075	\$ 227,236	\$ 3.80	\$ 3.31	
2033	\$ 102,596	\$ 410,333	\$ 512,930	\$ 15,042	\$ 307,577	\$ 220,394	\$ 3.80	\$ 3.30	
2034	\$ 109,110	\$ 403,767	\$ 512,878	\$ 15,342	\$ 315,266	\$ 212,954	\$ 3.80	\$ 3.28	
2035	\$ 115,624	\$ 396,784	\$ 512,409	\$ 15,649	\$ 323,148	\$ 204,910	\$ 3.80	\$ 3.27	
2036	\$ 123,767	\$ 389,384	\$ 513,151	\$ 15,962	\$ 331,227	\$ 197,887	\$ 3.80	\$ 3.26	
2037	\$ 130,281	\$ 381,463	\$ 511,744	\$ 16,281	\$ 339,507	\$ 188,518	\$ 3.80	\$ 3.24	
2038	\$ 138,424	\$ 373,125	\$ 511,549	\$ 16,607	\$ 347,995	\$ 180,161	\$ 3.80	\$ 3.23	
2039	\$ 148,195	\$ 364,266	\$ 512,461	\$ 16,939	\$ 368,474	\$ 260,926	\$ 3.80	\$ 3.36	
2040	\$ 157,966	\$ 354,781	\$ 512,747	\$ 17,278	\$ 275,186	\$ 254,839	\$ 3.80	\$ 3.35	
2041	\$ 167,737	\$ 344,672	\$ 512,409	\$ 17,624	\$ 282,066	\$ 247,966	\$ 3.80	\$ 3.34	
2042	\$ 179,136	\$ 333,936	\$ 513,073	\$ 17,976	\$ 289,117	\$ 241,932	\$ 3.80	\$ 3.33	
2043	\$ 190,536	\$ 322,472	\$ 513,008	\$ 18,336	\$ 296,345	\$ 234,998	\$ 3.80	\$ 3.32	
2044	\$ 201,936	\$ 310,277	\$ 512,213	\$ 18,702	\$ 303,754	\$ 227,161	\$ 3.80	\$ 3.31	
2045	\$ 214,964	\$ 297,354	\$ 512,317	\$ 19,076	\$ 311,348	\$ 220,046	\$ 3.80	\$ 3.29	
2046	\$ 227,992	\$ 283,596	\$ 511,588	\$ 19,458	\$ 319,131	\$ 211,914	\$ 3.80	\$ 3.28	
2047	\$ 242,649	\$ 269,004	\$ 511,653	\$ 19,847	\$ 327,110	\$ 204,390	\$ 3.80	\$ 3.27	
2048	\$ 258,934	\$ 253,475	\$ 512,409	\$ 20,244	\$ 335,287	\$ 197,365	\$ 3.81	\$ 3.26	
2049	\$ 275,219	\$ 236,903	\$ 512,122	\$ 20,649	\$ 269,522	\$ 263,249	\$ 3.81	\$ 3.37	
2050	\$ 293,132	\$ 219,289	\$ 512,422	\$ 21,062	\$ 276,260	\$ 257,224	\$ 3.81	\$ 3.36	
2051	\$ 312,675	\$ 200,529	\$ 513,203	\$ 21,483	\$ 283,166	\$ 251,520	\$ 3.81	\$ 3.35	
2052	\$ 332,217	\$ 180,517	\$ 512,734	\$ 21,913	\$ 290,245	\$ 244,401	\$ 3.81	\$ 3.33	
2053	\$ 353,387	\$ 159,256	\$ 512,643	\$ 22,351	\$ 297,502	\$ 237,492	\$ 3.81	\$ 3.32	
2054	\$ 376,187	\$ 136,639	\$ 512,825	\$ 22,798	\$ 304,939	\$ 230,684	\$ 3.81	\$ 3.31	
2055	\$ 398,986	\$ 112,563	\$ 511,549	\$ 23,254	\$ 312,563	\$ 222,240	\$ 3.81	\$ 3.30	
2056	\$ 425,042	\$ 87,028	\$ 512,070	\$ 23,719	\$ 320,377	\$ 215,412	\$ 3.81	\$ 3.29	
2057	\$ 452,727	\$ 59,825	\$ 512,552	\$ 24,193	\$ 328,386	\$ 208,359	\$ 3.81	\$ 3.28	
2058	\$ 482,040	\$ 30,851	\$ 512,891	\$ 24,677	\$ 336,596	\$ 200,972	\$ 3.81	\$ 3.26	
Totals	\$ 7,250,143	\$ 13,151,720	\$ 20,401,862	\$ 688,558		\$ 10,235,195			

(a) The 12/31/XX dates represent the fiscal year end for the PID.

(b) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(c) Annual Installments are calculated assuming a 6.4% interest rate for the 40 year term of the PID plus Administrative Expenses.

Appendix A-4									
Annual Installments - Parcel ID# R571097									
Year ending 12/31/XX (a)	PID Reimbursement			Administrative Expenses (b)	Projected TIRZ Reimbursement	Annual Installment (c)	Total Equivalent Tax Rate Before TIRZ	Total Equivalent Tax Rate After TIRZ	
	Principal	Interest	Net Debt Service						
2019	\$ -	\$ 36,405	\$ 36,405	\$ 894	\$ -	\$ 37,299	\$ 3.71	\$ 3.71	
2020	\$ -	\$ 36,405	\$ 36,405	\$ 912	\$ 912	\$ 36,405	\$ 3.71	\$ 3.69	
2021	\$ 3,833	\$ 36,405	\$ 40,238	\$ 931	\$ 4,620	\$ 36,548	\$ 3.79	\$ 3.70	
2022	\$ 4,089	\$ 36,159	\$ 40,248	\$ 949	\$ 7,899	\$ 33,298	\$ 3.79	\$ 3.63	
2023	\$ 4,344	\$ 35,898	\$ 40,242	\$ 968	\$ 18,852	\$ 22,358	\$ 3.79	\$ 3.40	
2024	\$ 4,600	\$ 35,620	\$ 40,219	\$ 987	\$ 19,323	\$ 21,884	\$ 3.79	\$ 3.39	
2025	\$ 4,855	\$ 35,325	\$ 40,181	\$ 1,007	\$ 19,806	\$ 21,382	\$ 3.79	\$ 3.38	
2026	\$ 5,239	\$ 35,015	\$ 40,253	\$ 1,027	\$ 20,301	\$ 20,979	\$ 3.79	\$ 3.37	
2027	\$ 5,494	\$ 34,679	\$ 40,173	\$ 1,048	\$ 20,809	\$ 20,413	\$ 3.79	\$ 3.36	
2028	\$ 5,877	\$ 34,328	\$ 40,205	\$ 1,069	\$ 21,329	\$ 19,945	\$ 3.79	\$ 3.35	
2029	\$ 6,261	\$ 33,952	\$ 40,212	\$ 1,090	\$ 21,862	\$ 19,441	\$ 3.80	\$ 3.34	
2030	\$ 6,644	\$ 33,551	\$ 40,195	\$ 1,112	\$ 22,409	\$ 18,898	\$ 3.80	\$ 3.33	
2031	\$ 7,027	\$ 33,126	\$ 40,153	\$ 1,134	\$ 22,969	\$ 18,318	\$ 3.80	\$ 3.32	
2032	\$ 7,538	\$ 32,676	\$ 40,214	\$ 1,157	\$ 23,543	\$ 17,828	\$ 3.80	\$ 3.31	
2033	\$ 8,049	\$ 32,194	\$ 40,243	\$ 1,180	\$ 24,132	\$ 17,291	\$ 3.80	\$ 3.30	
2034	\$ 8,560	\$ 31,678	\$ 40,239	\$ 1,204	\$ 24,735	\$ 16,708	\$ 3.80	\$ 3.28	
2035	\$ 9,072	\$ 31,130	\$ 40,202	\$ 1,228	\$ 25,353	\$ 16,077	\$ 3.80	\$ 3.27	
2036	\$ 9,710	\$ 30,550	\$ 40,260	\$ 1,252	\$ 25,987	\$ 15,526	\$ 3.80	\$ 3.26	
2037	\$ 10,221	\$ 29,928	\$ 40,150	\$ 1,277	\$ 26,637	\$ 14,791	\$ 3.80	\$ 3.24	
2038	\$ 10,860	\$ 29,274	\$ 40,135	\$ 1,303	\$ 27,303	\$ 14,135	\$ 3.80	\$ 3.23	
2039	\$ 11,627	\$ 28,579	\$ 40,206	\$ 1,329	\$ 21,064	\$ 20,471	\$ 3.80	\$ 3.36	
2040	\$ 12,394	\$ 27,835	\$ 40,229	\$ 1,356	\$ 21,590	\$ 19,994	\$ 3.80	\$ 3.35	
2041	\$ 13,160	\$ 27,042	\$ 40,202	\$ 1,383	\$ 22,130	\$ 19,455	\$ 3.80	\$ 3.34	
2042	\$ 14,055	\$ 26,200	\$ 40,254	\$ 1,410	\$ 22,683	\$ 18,981	\$ 3.80	\$ 3.33	
2043	\$ 14,949	\$ 25,300	\$ 40,249	\$ 1,439	\$ 23,250	\$ 18,437	\$ 3.80	\$ 3.32	
2044	\$ 15,843	\$ 24,343	\$ 40,187	\$ 1,467	\$ 23,832	\$ 17,822	\$ 3.80	\$ 3.31	
2045	\$ 16,865	\$ 23,329	\$ 40,195	\$ 1,497	\$ 24,427	\$ 17,264	\$ 3.80	\$ 3.29	
2046	\$ 17,888	\$ 22,250	\$ 40,138	\$ 1,527	\$ 25,038	\$ 16,626	\$ 3.80	\$ 3.28	
2047	\$ 19,037	\$ 21,105	\$ 40,143	\$ 1,557	\$ 25,664	\$ 16,036	\$ 3.80	\$ 3.27	
2048	\$ 20,315	\$ 19,887	\$ 40,202	\$ 1,588	\$ 26,306	\$ 15,485	\$ 3.81	\$ 3.26	
2049	\$ 21,593	\$ 18,587	\$ 40,180	\$ 1,620	\$ 21,146	\$ 20,654	\$ 3.81	\$ 3.37	
2050	\$ 22,998	\$ 17,205	\$ 40,203	\$ 1,652	\$ 21,675	\$ 20,181	\$ 3.81	\$ 3.36	
2051	\$ 24,532	\$ 15,733	\$ 40,264	\$ 1,685	\$ 22,216	\$ 19,734	\$ 3.81	\$ 3.35	
2052	\$ 26,065	\$ 14,163	\$ 40,228	\$ 1,719	\$ 22,772	\$ 19,175	\$ 3.81	\$ 3.33	
2053	\$ 27,726	\$ 12,495	\$ 40,220	\$ 1,754	\$ 23,341	\$ 18,633	\$ 3.81	\$ 3.32	
2054	\$ 29,514	\$ 10,720	\$ 40,235	\$ 1,789	\$ 23,925	\$ 18,099	\$ 3.81	\$ 3.31	
2055	\$ 31,303	\$ 8,831	\$ 40,135	\$ 1,824	\$ 24,523	\$ 17,436	\$ 3.81	\$ 3.30	
2056	\$ 33,348	\$ 6,828	\$ 40,175	\$ 1,861	\$ 25,136	\$ 16,901	\$ 3.81	\$ 3.29	
2057	\$ 35,520	\$ 4,694	\$ 40,213	\$ 1,898	\$ 25,764	\$ 16,347	\$ 3.81	\$ 3.28	
2058	\$ 37,819	\$ 2,420	\$ 40,240	\$ 1,936	\$ 26,408	\$ 15,768	\$ 3.81	\$ 3.26	
Totals	\$ 568,825	\$ 1,031,845	\$ 1,600,669	\$ 54,022		\$ 803,023			

(a) The 12/31/XX dates represent the fiscal year end for the PID.

(b) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(c) Annual Installments are calculated assuming a 6.4% interest rate for the 40 year term of the PID plus Administrative Expenses.

Appendix A-5									
Annual Installments - Parcel ID# R571098									
Year ending 12/31/XX (a)	PID Reimbursement			Administrative Expenses (b)	Projected TIRZ Reimbursement	Annual Installment (c)	Total Equivalent Tax Rate Before TIRZ	Total Equivalent Tax Rate After TIRZ	
	Principal	Interest	Net Debt Service						
2019	\$ -	\$ 282,137	\$ 282,137	\$ 6,931	\$ -	\$ 289,068	\$ 3.71	\$ 3.71	
2020	\$ -	\$ 282,137	\$ 282,137	\$ 7,070	\$ 7,070	\$ 282,137	\$ 3.71	\$ 3.69	
2021	\$ 29,706	\$ 282,137	\$ 311,843	\$ 7,211	\$ 35,807	\$ 283,248	\$ 3.79	\$ 3.70	
2022	\$ 31,687	\$ 280,236	\$ 311,922	\$ 7,356	\$ 61,218	\$ 258,060	\$ 3.79	\$ 3.63	
2023	\$ 33,667	\$ 278,208	\$ 311,875	\$ 7,503	\$ 146,099	\$ 173,278	\$ 3.79	\$ 3.40	
2024	\$ 35,647	\$ 276,053	\$ 311,701	\$ 7,653	\$ 149,752	\$ 169,601	\$ 3.79	\$ 3.39	
2025	\$ 37,628	\$ 273,772	\$ 311,399	\$ 7,806	\$ 153,496	\$ 165,710	\$ 3.79	\$ 3.38	
2026	\$ 40,598	\$ 271,364	\$ 311,962	\$ 7,962	\$ 157,333	\$ 162,591	\$ 3.79	\$ 3.37	
2027	\$ 42,579	\$ 268,765	\$ 311,344	\$ 8,121	\$ 161,266	\$ 158,199	\$ 3.79	\$ 3.36	
2028	\$ 45,549	\$ 266,040	\$ 311,590	\$ 8,284	\$ 165,298	\$ 154,575	\$ 3.79	\$ 3.35	
2029	\$ 48,520	\$ 263,125	\$ 311,645	\$ 8,449	\$ 169,431	\$ 150,664	\$ 3.80	\$ 3.34	
2030	\$ 51,491	\$ 260,020	\$ 311,510	\$ 8,618	\$ 173,666	\$ 146,462	\$ 3.80	\$ 3.33	
2031	\$ 54,461	\$ 256,724	\$ 311,186	\$ 8,791	\$ 178,008	\$ 141,968	\$ 3.80	\$ 3.32	
2032	\$ 58,422	\$ 253,239	\$ 311,661	\$ 8,967	\$ 182,458	\$ 138,169	\$ 3.80	\$ 3.31	
2033	\$ 62,383	\$ 249,500	\$ 311,883	\$ 9,146	\$ 187,020	\$ 134,009	\$ 3.80	\$ 3.30	
2034	\$ 66,344	\$ 245,507	\$ 311,851	\$ 9,329	\$ 191,695	\$ 129,485	\$ 3.80	\$ 3.28	
2035	\$ 70,305	\$ 241,261	\$ 311,566	\$ 9,515	\$ 196,488	\$ 124,594	\$ 3.80	\$ 3.27	
2036	\$ 75,256	\$ 236,762	\$ 312,017	\$ 9,706	\$ 201,400	\$ 120,323	\$ 3.80	\$ 3.26	
2037	\$ 79,216	\$ 231,945	\$ 311,162	\$ 9,900	\$ 206,435	\$ 114,627	\$ 3.80	\$ 3.24	
2038	\$ 84,167	\$ 226,876	\$ 311,043	\$ 10,098	\$ 211,596	\$ 109,545	\$ 3.80	\$ 3.23	
2039	\$ 90,109	\$ 221,489	\$ 311,598	\$ 10,300	\$ 163,244	\$ 158,654	\$ 3.80	\$ 3.36	
2040	\$ 96,050	\$ 215,722	\$ 311,772	\$ 10,506	\$ 167,325	\$ 154,953	\$ 3.80	\$ 3.35	
2041	\$ 101,991	\$ 209,575	\$ 311,566	\$ 10,716	\$ 171,508	\$ 150,774	\$ 3.80	\$ 3.34	
2042	\$ 108,922	\$ 203,047	\$ 311,970	\$ 10,930	\$ 175,795	\$ 147,105	\$ 3.80	\$ 3.33	
2043	\$ 115,854	\$ 196,076	\$ 311,930	\$ 11,149	\$ 180,190	\$ 142,889	\$ 3.80	\$ 3.32	
2044	\$ 122,785	\$ 188,662	\$ 311,447	\$ 11,372	\$ 184,695	\$ 138,124	\$ 3.80	\$ 3.31	
2045	\$ 130,707	\$ 180,803	\$ 311,510	\$ 11,599	\$ 189,312	\$ 133,797	\$ 3.80	\$ 3.29	
2046	\$ 138,629	\$ 172,438	\$ 311,067	\$ 11,831	\$ 194,045	\$ 128,853	\$ 3.80	\$ 3.28	
2047	\$ 147,540	\$ 163,566	\$ 311,106	\$ 12,068	\$ 198,896	\$ 124,278	\$ 3.80	\$ 3.27	
2048	\$ 157,443	\$ 154,123	\$ 311,566	\$ 12,309	\$ 203,869	\$ 120,006	\$ 3.81	\$ 3.26	
2049	\$ 167,345	\$ 144,047	\$ 311,392	\$ 12,555	\$ 163,881	\$ 160,066	\$ 3.81	\$ 3.37	
2050	\$ 178,237	\$ 133,337	\$ 311,574	\$ 12,806	\$ 167,978	\$ 156,403	\$ 3.81	\$ 3.36	
2051	\$ 190,119	\$ 121,930	\$ 312,049	\$ 13,063	\$ 172,177	\$ 152,935	\$ 3.81	\$ 3.35	
2052	\$ 202,002	\$ 109,762	\$ 311,764	\$ 13,324	\$ 176,481	\$ 148,606	\$ 3.81	\$ 3.33	
2053	\$ 214,874	\$ 96,834	\$ 311,708	\$ 13,590	\$ 180,893	\$ 144,405	\$ 3.81	\$ 3.32	
2054	\$ 228,737	\$ 83,082	\$ 311,819	\$ 13,862	\$ 185,416	\$ 140,266	\$ 3.81	\$ 3.31	
2055	\$ 242,600	\$ 68,443	\$ 311,043	\$ 14,139	\$ 190,051	\$ 135,131	\$ 3.81	\$ 3.30	
2056	\$ 258,443	\$ 52,917	\$ 311,360	\$ 14,422	\$ 194,802	\$ 130,980	\$ 3.81	\$ 3.29	
2057	\$ 275,277	\$ 36,376	\$ 311,653	\$ 14,711	\$ 199,673	\$ 126,691	\$ 3.81	\$ 3.28	
2058	\$ 293,101	\$ 18,758	\$ 311,859	\$ 15,005	\$ 204,664	\$ 122,199	\$ 3.81	\$ 3.26	
Totals	\$ 4,408,390	\$ 7,996,796	\$ 12,405,186	\$ 418,672		\$ 6,223,427			

(a) The 12/31/XX dates represent the fiscal year end for the PID.

(b) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(c) Annual Installments are calculated assuming a 6.4% interest rate for the 40 year term of the PID plus Administrative Expenses.

Appendix A-6									
Annual Installments - Parcel ID# R571099									
Year ending 12/31/XX (a)	PID Reimbursement			Administrative Expenses (b)	Projected TIRZ Reimbursement	Annual Installment (c)	Total Equivalent Tax Rate Before TIRZ	Total Equivalent Tax Rate After TIRZ	
	Principal	Interest	Net Debt Service						
2019	\$ -	\$ 284,412	\$ 284,412	\$ 6,987	\$ -	\$ 291,400	\$ 3.71	\$ 3.71	
2020	\$ -	\$ 284,412	\$ 284,412	\$ 7,127	\$ 7,127	\$ 284,412	\$ 3.71	\$ 3.69	
2021	\$ 29,946	\$ 284,412	\$ 314,358	\$ 7,270	\$ 36,096	\$ 285,532	\$ 3.79	\$ 3.70	
2022	\$ 31,942	\$ 282,496	\$ 314,438	\$ 7,415	\$ 61,712	\$ 260,141	\$ 3.79	\$ 3.63	
2023	\$ 33,938	\$ 280,451	\$ 314,390	\$ 7,563	\$ 147,278	\$ 174,676	\$ 3.79	\$ 3.40	
2024	\$ 35,935	\$ 278,279	\$ 314,214	\$ 7,715	\$ 150,960	\$ 170,969	\$ 3.79	\$ 3.39	
2025	\$ 37,931	\$ 275,980	\$ 313,911	\$ 7,869	\$ 154,734	\$ 167,046	\$ 3.79	\$ 3.38	
2026	\$ 40,926	\$ 273,552	\$ 314,478	\$ 8,026	\$ 158,602	\$ 163,902	\$ 3.79	\$ 3.37	
2027	\$ 42,922	\$ 270,933	\$ 313,855	\$ 8,187	\$ 162,567	\$ 159,475	\$ 3.79	\$ 3.36	
2028	\$ 45,917	\$ 268,186	\$ 314,102	\$ 8,351	\$ 166,631	\$ 155,822	\$ 3.79	\$ 3.35	
2029	\$ 48,911	\$ 265,247	\$ 314,158	\$ 8,518	\$ 170,797	\$ 151,879	\$ 3.80	\$ 3.34	
2030	\$ 51,906	\$ 262,117	\$ 314,023	\$ 8,688	\$ 175,067	\$ 147,644	\$ 3.80	\$ 3.33	
2031	\$ 54,900	\$ 258,795	\$ 313,695	\$ 8,862	\$ 179,444	\$ 143,113	\$ 3.80	\$ 3.32	
2032	\$ 58,893	\$ 255,281	\$ 314,174	\$ 9,039	\$ 183,930	\$ 139,284	\$ 3.80	\$ 3.31	
2033	\$ 62,886	\$ 251,512	\$ 314,398	\$ 9,220	\$ 188,528	\$ 135,090	\$ 3.80	\$ 3.30	
2034	\$ 66,879	\$ 247,487	\$ 314,366	\$ 9,404	\$ 193,241	\$ 130,529	\$ 3.80	\$ 3.28	
2035	\$ 70,871	\$ 243,207	\$ 314,078	\$ 9,592	\$ 198,072	\$ 125,598	\$ 3.80	\$ 3.27	
2036	\$ 75,862	\$ 238,671	\$ 314,534	\$ 9,784	\$ 203,024	\$ 121,294	\$ 3.80	\$ 3.26	
2037	\$ 79,855	\$ 233,816	\$ 313,671	\$ 9,980	\$ 208,100	\$ 115,551	\$ 3.80	\$ 3.24	
2038	\$ 84,846	\$ 228,705	\$ 313,551	\$ 10,179	\$ 213,302	\$ 110,429	\$ 3.80	\$ 3.23	
2039	\$ 90,835	\$ 223,275	\$ 314,110	\$ 10,383	\$ 164,560	\$ 159,933	\$ 3.80	\$ 3.36	
2040	\$ 96,824	\$ 217,462	\$ 314,286	\$ 10,590	\$ 168,674	\$ 156,203	\$ 3.80	\$ 3.35	
2041	\$ 102,814	\$ 211,265	\$ 314,078	\$ 10,802	\$ 172,891	\$ 151,990	\$ 3.80	\$ 3.34	
2042	\$ 109,801	\$ 204,685	\$ 314,486	\$ 11,018	\$ 177,213	\$ 148,291	\$ 3.80	\$ 3.33	
2043	\$ 116,788	\$ 197,658	\$ 314,446	\$ 11,239	\$ 181,643	\$ 144,041	\$ 3.80	\$ 3.32	
2044	\$ 123,776	\$ 190,183	\$ 313,959	\$ 11,463	\$ 186,185	\$ 139,238	\$ 3.80	\$ 3.31	
2045	\$ 131,761	\$ 182,261	\$ 314,023	\$ 11,693	\$ 190,839	\$ 134,876	\$ 3.80	\$ 3.29	
2046	\$ 139,747	\$ 173,829	\$ 313,575	\$ 11,927	\$ 195,610	\$ 129,892	\$ 3.80	\$ 3.28	
2047	\$ 148,730	\$ 164,885	\$ 313,615	\$ 12,165	\$ 200,500	\$ 125,280	\$ 3.80	\$ 3.27	
2048	\$ 158,712	\$ 155,366	\$ 314,078	\$ 12,408	\$ 205,513	\$ 120,974	\$ 3.81	\$ 3.26	
2049	\$ 168,694	\$ 145,209	\$ 313,903	\$ 12,657	\$ 165,202	\$ 161,357	\$ 3.81	\$ 3.37	
2050	\$ 179,674	\$ 134,412	\$ 314,086	\$ 12,910	\$ 169,332	\$ 157,664	\$ 3.81	\$ 3.36	
2051	\$ 191,652	\$ 122,913	\$ 314,566	\$ 13,168	\$ 173,566	\$ 154,168	\$ 3.81	\$ 3.35	
2052	\$ 203,631	\$ 110,647	\$ 314,278	\$ 13,431	\$ 177,905	\$ 149,805	\$ 3.81	\$ 3.33	
2053	\$ 216,607	\$ 97,615	\$ 314,222	\$ 13,700	\$ 182,352	\$ 145,570	\$ 3.81	\$ 3.32	
2054	\$ 230,582	\$ 83,752	\$ 314,334	\$ 13,974	\$ 186,911	\$ 141,397	\$ 3.81	\$ 3.31	
2055	\$ 244,557	\$ 68,995	\$ 313,551	\$ 14,253	\$ 191,584	\$ 136,221	\$ 3.81	\$ 3.30	
2056	\$ 260,528	\$ 53,343	\$ 313,871	\$ 14,538	\$ 196,373	\$ 132,036	\$ 3.81	\$ 3.29	
2057	\$ 277,497	\$ 36,670	\$ 314,166	\$ 14,829	\$ 201,283	\$ 127,713	\$ 3.81	\$ 3.28	
2058	\$ 295,464	\$ 18,910	\$ 314,374	\$ 15,126	\$ 206,315	\$ 123,185	\$ 3.81	\$ 3.26	
Totals	\$ 4,443,942	\$ 8,061,286	\$ 12,505,228	\$ 422,049		\$ 6,273,616			

(a) The 12/31/XX dates represent the fiscal year end for the PID.

(b) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(c) Annual Installments are calculated assuming a 6.4% interest rate for the 40 year term of the PID plus Administrative Expenses.

Appendix A-7									
Annual Installments - Parcel ID# R453533									
Year ending 12/31/XX (a)	PID Reimbursement			Administrative Expenses (b)	Projected TIRZ Reimbursement	Annual Installment (c)	Total Equivalent Tax Rate Before TIRZ	Total Equivalent Tax Rate After TIRZ	
	Principal	Interest	Net Debt Service						
2019	\$ -	\$ 130,147	\$ 130,147	\$ 3,197	\$ -	\$ 133,344	\$ 3.71	\$ 3.71	
2020	\$ -	\$ 130,147	\$ 130,147	\$ 3,261	\$ 3,261	\$ 130,147	\$ 3.71	\$ 3.69	
2021	\$ 13,703	\$ 130,147	\$ 143,850	\$ 3,327	\$ 16,517	\$ 130,659	\$ 3.79	\$ 3.70	
2022	\$ 14,617	\$ 129,270	\$ 143,887	\$ 3,393	\$ 28,239	\$ 119,041	\$ 3.79	\$ 3.63	
2023	\$ 15,530	\$ 128,335	\$ 143,865	\$ 3,461	\$ 67,394	\$ 79,932	\$ 3.79	\$ 3.40	
2024	\$ 16,444	\$ 127,341	\$ 143,784	\$ 3,530	\$ 69,079	\$ 78,235	\$ 3.79	\$ 3.39	
2025	\$ 17,357	\$ 126,288	\$ 143,646	\$ 3,601	\$ 70,806	\$ 76,440	\$ 3.79	\$ 3.38	
2026	\$ 18,728	\$ 125,177	\$ 143,905	\$ 3,673	\$ 72,576	\$ 75,002	\$ 3.79	\$ 3.37	
2027	\$ 19,641	\$ 123,979	\$ 143,620	\$ 3,746	\$ 74,391	\$ 72,976	\$ 3.79	\$ 3.36	
2028	\$ 21,011	\$ 122,722	\$ 143,733	\$ 3,821	\$ 76,250	\$ 71,304	\$ 3.79	\$ 3.35	
2029	\$ 22,382	\$ 121,377	\$ 143,759	\$ 3,898	\$ 78,157	\$ 69,500	\$ 3.80	\$ 3.34	
2030	\$ 23,752	\$ 119,945	\$ 143,697	\$ 3,976	\$ 80,111	\$ 67,562	\$ 3.80	\$ 3.33	
2031	\$ 25,122	\$ 118,424	\$ 143,547	\$ 4,055	\$ 82,113	\$ 65,489	\$ 3.80	\$ 3.32	
2032	\$ 26,950	\$ 116,817	\$ 143,766	\$ 4,136	\$ 84,166	\$ 63,736	\$ 3.80	\$ 3.31	
2033	\$ 28,777	\$ 115,092	\$ 143,868	\$ 4,219	\$ 86,270	\$ 61,817	\$ 3.80	\$ 3.30	
2034	\$ 30,604	\$ 113,250	\$ 143,854	\$ 4,303	\$ 88,427	\$ 59,730	\$ 3.80	\$ 3.28	
2035	\$ 32,431	\$ 111,292	\$ 143,722	\$ 4,389	\$ 90,638	\$ 57,474	\$ 3.80	\$ 3.27	
2036	\$ 34,715	\$ 109,216	\$ 143,931	\$ 4,477	\$ 92,904	\$ 55,504	\$ 3.80	\$ 3.26	
2037	\$ 36,542	\$ 106,994	\$ 143,536	\$ 4,567	\$ 95,226	\$ 52,876	\$ 3.80	\$ 3.24	
2038	\$ 38,826	\$ 104,656	\$ 143,481	\$ 4,658	\$ 97,607	\$ 50,532	\$ 3.80	\$ 3.23	
2039	\$ 41,566	\$ 102,171	\$ 143,737	\$ 4,751	\$ 75,303	\$ 73,185	\$ 3.80	\$ 3.36	
2040	\$ 44,307	\$ 99,510	\$ 143,817	\$ 4,846	\$ 77,185	\$ 71,478	\$ 3.80	\$ 3.35	
2041	\$ 47,047	\$ 96,675	\$ 143,722	\$ 4,943	\$ 79,115	\$ 69,551	\$ 3.80	\$ 3.34	
2042	\$ 50,245	\$ 93,664	\$ 143,909	\$ 5,042	\$ 81,093	\$ 67,858	\$ 3.80	\$ 3.33	
2043	\$ 53,442	\$ 90,448	\$ 143,890	\$ 5,143	\$ 83,120	\$ 65,913	\$ 3.80	\$ 3.32	
2044	\$ 56,640	\$ 87,028	\$ 143,667	\$ 5,246	\$ 85,198	\$ 63,715	\$ 3.80	\$ 3.31	
2045	\$ 60,294	\$ 83,403	\$ 143,697	\$ 5,351	\$ 87,328	\$ 61,719	\$ 3.80	\$ 3.29	
2046	\$ 63,948	\$ 79,544	\$ 143,492	\$ 5,458	\$ 89,511	\$ 59,438	\$ 3.80	\$ 3.28	
2047	\$ 68,059	\$ 75,451	\$ 143,510	\$ 5,567	\$ 91,749	\$ 57,328	\$ 3.80	\$ 3.27	
2048	\$ 72,627	\$ 71,096	\$ 143,722	\$ 5,678	\$ 94,043	\$ 55,358	\$ 3.81	\$ 3.26	
2049	\$ 77,194	\$ 66,447	\$ 143,642	\$ 5,792	\$ 75,597	\$ 73,837	\$ 3.81	\$ 3.37	
2050	\$ 82,219	\$ 61,507	\$ 143,726	\$ 5,907	\$ 77,486	\$ 72,147	\$ 3.81	\$ 3.36	
2051	\$ 87,700	\$ 56,245	\$ 143,945	\$ 6,026	\$ 79,424	\$ 70,547	\$ 3.81	\$ 3.35	
2052	\$ 93,181	\$ 50,632	\$ 143,814	\$ 6,146	\$ 81,409	\$ 68,551	\$ 3.81	\$ 3.33	
2053	\$ 99,119	\$ 44,669	\$ 143,788	\$ 6,269	\$ 83,444	\$ 66,613	\$ 3.81	\$ 3.32	
2054	\$ 105,514	\$ 38,325	\$ 143,839	\$ 6,394	\$ 85,531	\$ 64,703	\$ 3.81	\$ 3.31	
2055	\$ 111,909	\$ 31,572	\$ 143,481	\$ 6,522	\$ 87,669	\$ 62,335	\$ 3.81	\$ 3.30	
2056	\$ 119,217	\$ 24,410	\$ 143,627	\$ 6,653	\$ 89,860	\$ 60,420	\$ 3.81	\$ 3.29	
2057	\$ 126,983	\$ 16,780	\$ 143,763	\$ 6,786	\$ 92,107	\$ 58,441	\$ 3.81	\$ 3.28	
2058	\$ 135,204	\$ 8,653	\$ 143,858	\$ 6,922	\$ 94,410	\$ 56,369	\$ 3.81	\$ 3.26	
Totals	\$ 2,033,548	\$ 3,688,845	\$ 5,722,392	\$ 193,129		\$ 2,870,806			

(a) The 12/31/XX dates represent the fiscal year end for the PID.

(b) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(c) Annual Installments are calculated assuming a 6.4% interest rate for the 40 year term of the PID plus Administrative Expenses.

Appendix A-8									
Annual Installments - Parcel ID# R468355									
Year ending 12/31/XX (a)	PID Reimbursement			Administrative Expenses (b)	Projected TIRZ Reimbursement	Annual Installment (c)	Total Equivalent Tax Rate Before TIRZ	Total Equivalent Tax Rate After TIRZ	
	Principal	Interest	Net Debt Service						
2019	\$ -	\$ 130,450	\$ 130,450	\$ 3,205	\$ -	\$ 133,655	\$ 3.71	\$ 3.71	
2020	\$ -	\$ 130,450	\$ 130,450	\$ 3,269	\$ 3,269	\$ 130,450	\$ 3.71	\$ 3.69	
2021	\$ 13,735	\$ 130,450	\$ 144,186	\$ 3,334	\$ 16,556	\$ 130,964	\$ 3.79	\$ 3.70	
2022	\$ 14,651	\$ 129,571	\$ 144,222	\$ 3,401	\$ 28,305	\$ 119,318	\$ 3.79	\$ 3.63	
2023	\$ 15,566	\$ 128,634	\$ 144,200	\$ 3,469	\$ 67,551	\$ 80,118	\$ 3.79	\$ 3.40	
2024	\$ 16,482	\$ 127,637	\$ 144,120	\$ 3,538	\$ 69,240	\$ 78,418	\$ 3.79	\$ 3.39	
2025	\$ 17,398	\$ 126,583	\$ 143,980	\$ 3,609	\$ 70,971	\$ 76,618	\$ 3.79	\$ 3.38	
2026	\$ 18,771	\$ 125,469	\$ 144,240	\$ 3,681	\$ 72,745	\$ 75,176	\$ 3.79	\$ 3.37	
2027	\$ 19,687	\$ 124,268	\$ 143,955	\$ 3,755	\$ 74,564	\$ 73,146	\$ 3.79	\$ 3.36	
2028	\$ 21,060	\$ 123,008	\$ 144,068	\$ 3,830	\$ 76,428	\$ 71,470	\$ 3.79	\$ 3.35	
2029	\$ 22,434	\$ 121,660	\$ 144,094	\$ 3,907	\$ 78,339	\$ 69,662	\$ 3.80	\$ 3.34	
2030	\$ 23,807	\$ 120,224	\$ 144,032	\$ 3,985	\$ 80,297	\$ 67,719	\$ 3.80	\$ 3.33	
2031	\$ 25,181	\$ 118,701	\$ 143,882	\$ 4,065	\$ 82,305	\$ 65,641	\$ 3.80	\$ 3.32	
2032	\$ 27,012	\$ 117,089	\$ 144,101	\$ 4,146	\$ 84,362	\$ 63,885	\$ 3.80	\$ 3.31	
2033	\$ 28,844	\$ 115,360	\$ 144,204	\$ 4,229	\$ 86,471	\$ 61,961	\$ 3.80	\$ 3.30	
2034	\$ 30,675	\$ 113,514	\$ 144,189	\$ 4,313	\$ 88,633	\$ 59,869	\$ 3.80	\$ 3.28	
2035	\$ 32,506	\$ 111,551	\$ 144,057	\$ 4,400	\$ 90,849	\$ 57,608	\$ 3.80	\$ 3.27	
2036	\$ 34,796	\$ 109,471	\$ 144,266	\$ 4,488	\$ 93,120	\$ 55,633	\$ 3.80	\$ 3.26	
2037	\$ 36,627	\$ 107,244	\$ 143,871	\$ 4,577	\$ 95,448	\$ 53,000	\$ 3.80	\$ 3.24	
2038	\$ 38,916	\$ 104,899	\$ 143,816	\$ 4,669	\$ 97,835	\$ 50,650	\$ 3.80	\$ 3.23	
2039	\$ 41,663	\$ 102,409	\$ 144,072	\$ 4,762	\$ 75,478	\$ 73,356	\$ 3.80	\$ 3.36	
2040	\$ 44,410	\$ 99,742	\$ 144,153	\$ 4,857	\$ 77,365	\$ 71,645	\$ 3.80	\$ 3.35	
2041	\$ 47,157	\$ 96,900	\$ 144,057	\$ 4,955	\$ 79,299	\$ 69,713	\$ 3.80	\$ 3.34	
2042	\$ 50,362	\$ 93,882	\$ 144,244	\$ 5,054	\$ 81,282	\$ 68,016	\$ 3.80	\$ 3.33	
2043	\$ 53,567	\$ 90,659	\$ 144,226	\$ 5,155	\$ 83,314	\$ 66,067	\$ 3.80	\$ 3.32	
2044	\$ 56,772	\$ 87,231	\$ 144,002	\$ 5,258	\$ 85,397	\$ 63,864	\$ 3.80	\$ 3.31	
2045	\$ 60,434	\$ 83,597	\$ 144,032	\$ 5,363	\$ 87,532	\$ 61,863	\$ 3.80	\$ 3.29	
2046	\$ 64,097	\$ 79,729	\$ 143,827	\$ 5,470	\$ 89,720	\$ 59,577	\$ 3.80	\$ 3.28	
2047	\$ 68,218	\$ 75,627	\$ 143,845	\$ 5,580	\$ 91,963	\$ 57,462	\$ 3.80	\$ 3.27	
2048	\$ 72,796	\$ 71,261	\$ 144,057	\$ 5,691	\$ 94,262	\$ 55,487	\$ 3.81	\$ 3.26	
2049	\$ 77,374	\$ 66,602	\$ 143,977	\$ 5,805	\$ 75,773	\$ 74,009	\$ 3.81	\$ 3.37	
2050	\$ 82,411	\$ 61,650	\$ 144,061	\$ 5,921	\$ 77,667	\$ 72,315	\$ 3.81	\$ 3.36	
2051	\$ 87,905	\$ 56,376	\$ 144,281	\$ 6,040	\$ 79,609	\$ 70,712	\$ 3.81	\$ 3.35	
2052	\$ 93,399	\$ 50,750	\$ 144,149	\$ 6,160	\$ 81,599	\$ 68,710	\$ 3.81	\$ 3.33	
2053	\$ 99,351	\$ 44,773	\$ 144,123	\$ 6,284	\$ 83,639	\$ 66,768	\$ 3.81	\$ 3.32	
2054	\$ 105,760	\$ 38,414	\$ 144,175	\$ 6,409	\$ 85,730	\$ 64,854	\$ 3.81	\$ 3.31	
2055	\$ 112,170	\$ 31,646	\$ 143,816	\$ 6,538	\$ 87,873	\$ 62,480	\$ 3.81	\$ 3.30	
2056	\$ 119,495	\$ 24,467	\$ 143,962	\$ 6,668	\$ 90,070	\$ 60,560	\$ 3.81	\$ 3.29	
2057	\$ 127,279	\$ 16,819	\$ 144,098	\$ 6,802	\$ 92,322	\$ 58,578	\$ 3.81	\$ 3.28	
2058	\$ 135,520	\$ 8,673	\$ 144,193	\$ 6,938	\$ 94,630	\$ 56,501	\$ 3.81	\$ 3.26	
Totals	\$ 2,038,288	\$ 3,697,443	\$ 5,735,731	\$ 193,580		\$ 2,877,498			

(a) The 12/31/XX dates represent the fiscal year end for the PID.

(b) Preliminary Estimate. Assumes a 2% increase per year. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

(c) Annual Installments are calculated assuming a 6.4% interest rate for the 40 year term of the PID plus Administrative Expenses.

Appendix B

Legal Description

EXHIBIT “ ”

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 35.1021 ACRES (1,529,046 SQUARE FEET), PARTIALLY OUT OF THE WILLIAM J. BROWN SURVEY NO. 22, ABSTRACT NO. 105, AND PARTIALLY OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, BOTH IN WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 4.43 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID TRACT BEING A PORTION OF LOTS 23 & 24, BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), AND BEING ALL OF LOT 1A, BLOCK 9 OF RAILROAD ADDITION, LOTS 1-4, 5 (S/PT), AND 7 BLOCK 9, AMENDED PLAT, RECORDED IN DOCUMENT NO. 2015080695 (O.P.R.W.C.T.), AND BEING ALL OF A CALLED 0.464 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2016077686 (O.P.R.W.C.T.), AND BEING ALL OF LOTS 1-7 OF THE FINAL PLAT OF THE CO-OP DISTRICT, DEDICATED IN DOCUMENT NO. 2018038896 (O.P.R.W.C.T.), AND BEING ALL OF THE PORTIONS OF WEST LIVE OAK STREET (RIGHT-OF-WAY VARIES), WEST PECAN STREET (RIGHT-OF-WAY VARIES) AND CO-OP BOULEVARD (RIGHT-OF-WAY VARIES) DEDICATED IN SAID CO-OP DISTRICT, SAID 35.1021 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

BEGINNING, at a 1/2-inch iron rod with "RJ" cap found in the south line of Lot 15, Block A, Hutto Square

Section 1, recorded in Cabinet W, Slides 263-267 (P.R.W.C.T.), and being the northeast corner of a called

2.814 acre tract conveyed to WLD Petersen Investments-Hutto, LLC, in Document No. 2015048567 (O.P.R.W.C.T.), and being the common north corner of Lots 23 and 24, Block A, of Hutto Square Commercial Lots, recorded in Cabinet Z, Pages 281-282 (P.R.W.C.T.), and being the northwest corner of Lot 1 of said Co-op District, for the northwest corner and **POINT OF BEGINNING** hereof, from which a

1/2-inch iron rod with illegible cap found in the east right-of-way line of Exchange Boulevard (right-of-way varies), and being the southwest corner of Lot 23, Block A of said Hutto Square Section 1, and being

the northwest corner of Lot 24, Block A, of said Hutto Square Commercial Lots, and being the northwest

corner of said WLD Petersen tract bears, N83°12'42"W, a distance of 422.93 feet;

THENCE, with the south line of Block A of said Hutto Square Section 1 and the north line of Lot 1 of said Co-op District, **S83°12'42"E**, a distance of **762.58** feet to a 1/2-inch iron rod with illegible cap found for an exterior ell-corner hereof, said point being in the west line of Lot 1, Block 13 of the I. & G. N. Railroad Addition, a subdivision recorded in Volume 50, Page 251 of the Deed Records of Williamson County, Texas (D.R.W.C.T.), and being the southeast corner of Lot 1, Block A of said Hutto Square Section 1, and being the northeast corner of Lot 1 of said Co-op District;

THENCE, in part with the west line of Lot 1, Block 13 of said I. & G. N. Railroad Addition, in part with the west right-of-way line of said W. Live Oak Street, in part with the east line of Lot 1 of said Co-op District, in part over and across said W. Live Oak Street, and in part with the east line of Lot 2 of said Co-op District, **S07°51'48"W**, a distance of **107.24** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being a corner in the south right-of-way line of said W. Live Oak Street, and being in the north line of Lot 1A, Block 9 of Railroad Addition, Lots 1-4, 5 (S/PT), and 7 Block 9, Amended Plat, recorded in Document No. 2015080695 (O.P.R.W.C.T.), and being a northeast corner of Lot 2 of said Co-op District;

THENCE, with the south right-of-way line of said W. Live Oak Street, in part with the north line of said Lot 1A, and in part with the north line of said 0.464 acre Hill Country Bible Church Hutto tract, the following three (3) courses and distances:

- 1) **N77°15'31"E**, a distance of **107.40** feet to a calculated point for an interior ell-corner hereof,
- 2) **N12°33'04"W**, a distance of **10.00** feet to a 1/2-inch iron rod with illegible cap found for an exterior ell-corner hereof, and
- 3) **N77°15'31"E**, a distance of **180.05** feet to a 1/2-inch iron rod found for the northeast corner hereof, said point being at the intersection of the south right-of-way line of said W. Live Oak Street with the west right-of-way line of West Street (80' right-of-way), and being the northeast corner of said 0.464 acre Hill Country Bible Church Hutto tract;

THENCE, with the west right-of-way line of said West Street, in part with the east line of said 0.464 acre Hill Country Bible Church Hutto tract, and in part with the east line of said Lot 1A, **S12°33'09"E**, a distance of **261.04** feet to a calculated point for an exterior ell-corner hereof, said point being at the intersection of the west right-of-way line of said West Street with the north right-of-way line of said Pecan Street, and being the southeast corner of said Lot 1A;

THENCE, with the north right-of-way line of said Pecan Street and the south line of said Lot 1A, **S77°15'17"W**, a distance of **329.78** feet to a calculated point for an interior ell-corner hereof, said point being a corner in the north right-of-way line of said Pecan Street, and being the southwest corner of said Lot 1A;

THENCE, leaving the north right-of-way line of said Pecan Street, over and across said Pecan Street, with the portion of said Pecan Street that was dedicated per plat of said Co-op District, the following four (4) courses and distances:

- 1) **S12°32'27"E**, a distance of **10.09** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof,
- 2) **S77°15'17"W**, a distance of **54.99** feet to a 1/2-inch iron rod with illegible cap found for an interior ell-corner hereof,
- 3) **S07°51'48"W**, a distance of **53.36** feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an interior ell-corner hereof, and
- 4) **N77°14'55"E**, a distance of **403.39** feet to a calculated point for an exterior ell-corner hereof;

THENCE, in part over and across said Pecan Street, in part with the west right-of-way line of said West Street, and in part with the east line of Lot 4 of said Co-op District, **S12°33'09"E**, a distance of **195.02** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof, said point being at northeast corner of a called 0.13 acre tract conveyed to Jaspas Properties, LLC, in Document No. 2008077200 (O.P.R.W.C.T.), and being at the southeast corner of Lot 4 of said Co-op District;

THENCE, leaving the west right-of-way line of said West Street, with the south line of Lot 4 of said Co-op District, in part with the north line of said Jaspas Properties tract, and in part with the north line of a tract described as a portion of Lots 5 and 6, Block 8 of said I. & G. N. Railroad Addition, conveyed to Leroy Cast in Volume 1159, Page 263 of the Official Records of Williamson County, Texas (O.R.W.C.T.), **S77°14'55"W**, a distance of **79.26** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an interior ell-corner hereof, said point being at the northwest corner of a said Cast tract, and being an interior ell-corner of Lot 4 of said Co-op District;

THENCE, with the common line of said Cast tract and Lot 4 of said Co-op District, **S14°18'53"E**, a distance of **74.85** feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an exterior ell-corner hereof, said point being in the north right-of-way line of Farley Street (80' right-of-way), and being the southwest corner of said Cast tract, and being an exterior ell-corner of Lot 4 of said Co-op District;

THENCE, with the north right-of-way line of said Farley Street and the south line of Lot 4 of said Co-op District, **S77°03'02"W**, a distance of **192.83** feet to an 1/2-inch iron rod with "4Ward Boundary" cap set for an interior ell-corner hereof, said point being at the northwest terminus of said Farley Street, and being the northeast corner of Lot 5 of said Co-op District;

THENCE, in part with the western terminus of said Farley Street, in part with the west line of Block 1 of the Amended Plat of Lots 1 through 9, Inclusive, and Lots 12-13 and 14 and the 17-foot Alley in Block 1 of I&GN Railroad Addition Original City of Hutto, a subdivision plat recorded in Cabinet EE, Slide 293 (P.R.W.C.T.), and with the east lines of Lots 4 and 5 of said Co-op District, **S12°42'36"E**, a distance of **349.97** feet to a 1/2-inch iron rod found for the southeast corner hereof, said point being an angle point in the north right-of-way line of U.S. Highway 79 (right-of-way varies), and being the southwest corner of said Block 1 of said Amended plat of Lots 1 through 9, Inclusive, and Lots 12-13 and 14 and the 17-foot Alley in Block 1 of I&GN Railroad Addition Original City of Hutto, and being the southeast corner of Lot 4 of said Co-op District;

THENCE, with the north right-of-way line of said U.S. Highway 79, in part with the south lines of Lots 4 and 6 of said Co-op District, and in part with the south terminus of said Co-Op Boulevard, the following five (5) courses and distances:

- 1) **S68°32'09"W**, a distance of **51.41** feet to a 1/2-inch iron rod with illegible cap found for a point of curvature hereof,
- 2) **44.01** Feet along the arc of a curve to the left, having a radius of **2,904.79** feet, and a chord which bears **S72°28'08"W**, a distance of **44.01** feet to a TxDot Type II brass disc found for a point of tangency hereof,
- 3) **S72°19'10"W**, a distance of **324.62** feet to a TxDot Type II brass disc found for a point of curvature hereof,
- 4) **246.50** Feet along the arc of a curve to the right, having a radius of **2,824.79** feet, and a chord which bears **S74°47'48"W**, a distance of **246.42** feet to a 1/2-inch iron rod with "Baker Aicklen" cap found for a point of tangency hereof, and
- 5) **S77°20'10"W**, a distance of **249.44** feet to a TxDot Type II brass disc found for the southwest corner hereof, said point being an angle point in the north right-of-way line of said U.S. Highway 79, and being the southeast corner of a called 0.11 acre tract described in Volume 238, Page 172 (D.R.W.C.T.), and being a southwest corner Lot 6 of said Co-op District, from which a 1/2-inch iron rod with illegible cap found at an angle point in the north right-of-way line of said U.S. Highway 79, and being the southeast corner of Lot 25A, Block A of Hutto Square Commercial Lots, Phase B, recorded in Cabinet BB, Slides 184-186 (P.R.W.C.T.), and being the southwest corner of said 0.11 acre tract bears, **S89°00'55"W**, a distance of **48.65** feet;

THENCE, leaving the north right-of-way line of said U.S. Highway 79, in part with the east lines of said 0.11 acre tract and said Lot 25A, and in part with the west line of Lot 6 of said Co-op District, **N07°31'47"E**, a distance of **321.82** feet to a 1/2-inch iron rod with "Coalter-1481" cap found for an interior ell-corner hereof, said point being the common north corner of said Lot 25A and Lot 6 of said Co-op District;

THENCE, with the common line of said Lot 25A and Lot 6 of said Co-op District, the following two (2) courses and distances:

- 1) **N86°13'57"W**, a distance of **307.47** feet to a disturbed 1/2-inch iron rod found for an interior ell-corner hereof, and
- 2) **S07°20'38"W**, a distance of **37.49** feet to 1/2-inch iron rod with "4Ward Boundary" cap set for an exterior ell-corner hereof, said point being at the common east corner of Lot 25B of said of Hutto Square Commercial Lots, Phase B and Lot 6 of said Co-op District;

THENCE, with the south line of Lot 6 of said Co-op District, in part with the north line of said Lots 25A & 25B, in part with the north line of Lot 2A of the Resubdivision of Lot 2, Hutto Exchange, recorded in Cabinet AA, Slides 211-212 (P.R.W.C.T.), and in part with the east right-of-way line of Exchange Boulevard, the following two (2) courses and distances:

- 1) **N79°31'52"W**, a distance of **188.64** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, and
- 2) **N67°36'52"W**, a distance of **211.01** feet to a chiseled "X" found in concrete for the southwest corner hereof, said point being a corner in the east right-of-way line of said Exchange Boulevard, and being a southwest corner of Lot 6 of said Co-op District;

THENCE, with the east right-of-way line of said Exchange Boulevard and the west line of Lot 6 of said Co-op District, the following four (4) courses and distances:

- 1) **15.69** Feet along the arc of a curve to the left, having a radius of **680.00** feet, and a chord which bears **N07°41'36"W**, a distance of **15.69** feet to a mag nail with "4Ward Boundary" washer set for a point of reverse curvature hereof,
- 2) **193.73** Feet along the arc of a curve to the right, having a radius of **370.00** feet, and a chord which bears **N06°38'44"E**, a distance of **191.52** feet to a mag nail in asphalt found for a point of reverse curvature hereof,
- 3) **96.13** Feet along the arc of a curve to the left, having a radius of **430.00** feet, and a chord which bears **N15°13'50"E**, a distance of **95.93** feet to a chiseled "X" found in concrete for a point of non-tangency hereof, said point being at a corner in the east right-of-way line of said Exchange Boulevard, and being the northwest corner of said Lot 14, and
- 4) **S83°05'40"E**, a distance of **5.40** feet to a 1/2-inch iron rod with "RJ" cap found for an interior ell-corner hereof, said point being at a corner in the east right-of-way line of said Exchange Boulevard, and being in the north line of Lot 6 of said Co-op District, and being the southwest corner of said Williamson County tract, and being a southwest corner of said Lot 23;

THENCE, with the east right-of-way line of said Exchange Boulevard, and with the west line of said Williamson County tract, and in part with the west lines of said Lots 23 & 24, the following four (4) courses and distances:

- 1) **25.84** Feet along the arc of a curve to the left, having a radius of **435.00** feet, and a chord which bears **N07°40'10"E**, a distance of **25.83** feet to a 1/2-inch iron rod with "RJ" cap found for a point of tangency hereof,
- 2) **N05°38'31"E**, a distance of **151.41** feet to a 1/2-inch iron rod with "RJ" cap found for a point of curvature hereof,
- 3) **134.63** Feet along the arc of a curve to the right, having a radius of **1,965.00** feet, and a chord which bears **N07°27'50"E**, a distance of **134.61** feet to a calculated point for a point of tangency hereof, and
- 4) **N09°32'37"E**, a distance of **97.41** feet to a 1/2-inch iron rod with illegible cap found for a northwest corner hereof, said being the southwest corner of said W L D Petersen tract, and being the northwest corner of said Williamson County tract;

THENCE, leaving the east right-of-way line of said Exchange Boulevard, with the common line of said W L D Petersen tract and said Williamson County tract, **S83°11'49"E**, a distance of **439.42** feet to a 1/2-inch iron rod with illegible cap found for an interior ell-corner hereof, said point being in the west line of Lot 2 of said Co-op District, and being in the west line of said Lot 24, and being the common east corner of said W L D Petersen tract and said Williamson County tract;

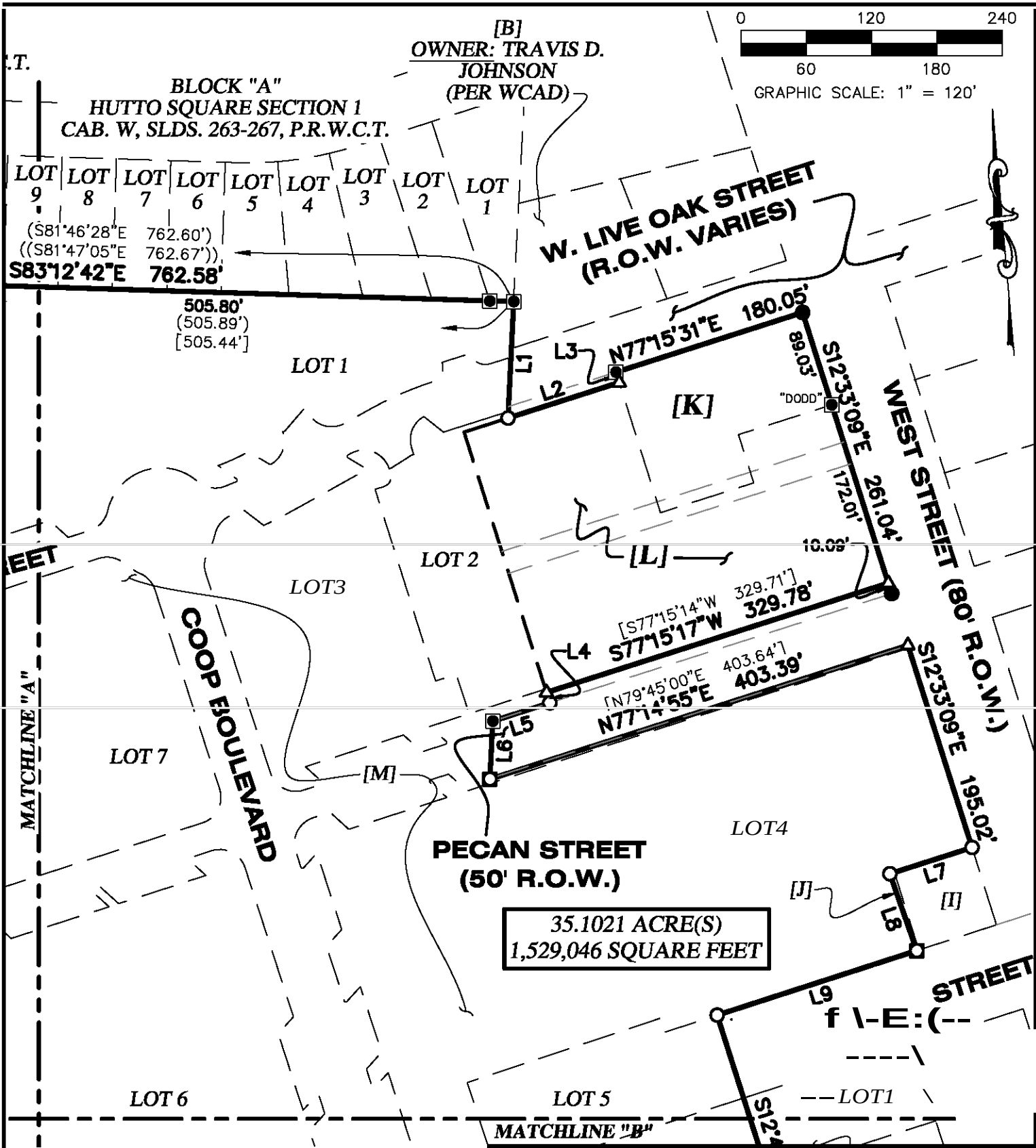
THENCE, with the east line of said W L D Petersen tract and Lot 24 of said Hutto Square Commercial Lots, and with the west line of said Lot 1 of said Co-op District, **N05°40'42"E**, a distance of **284.77** feet to the **POINT OF BEGINNING** and containing 35.1021 Acres (1,529,046 Square Feet) of land, more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000117952327. See attached sketch (reference drawing: 00627_rev2.dwg).

 **7/10/2018**
Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC



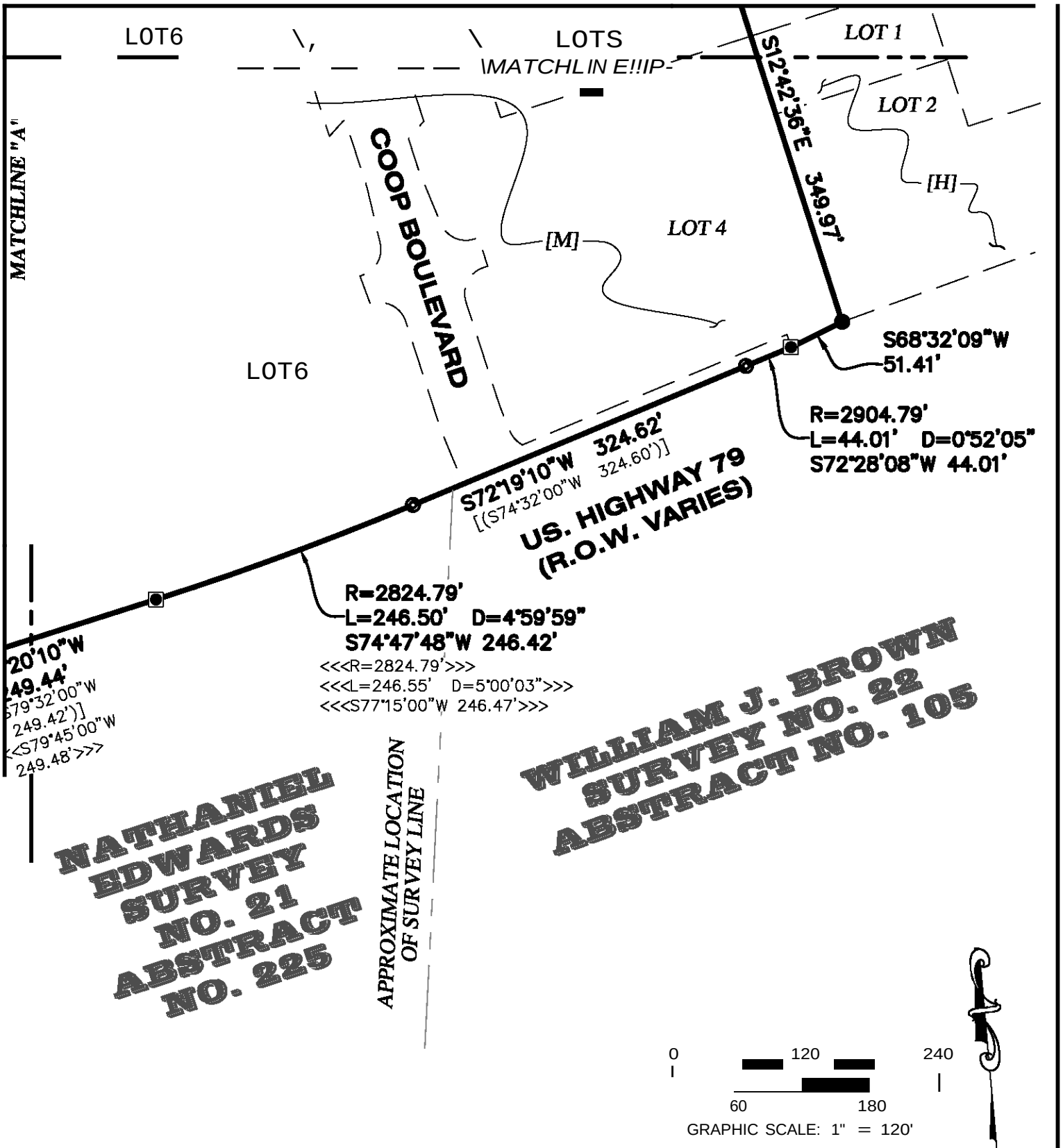


**35.1021 ACRES City
 of Hutto,
 Williamson County,
 Texas**



PO Box 90876, Austin Texas 78709
 WWW.4WARDLS.COM (512) 537-2384
 TBPLS FIRM #10174300

Date:	7/10/2018
Project:	00627
Scale:	1" = 120'
Reviewer:	PRB
Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	2 OF 6



**35.1021 ACRES City
of Hutto,
Williamson County,
Texas**

4WARD
Lsnd Surveying
A Limited Liability Company

PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
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Date:	7/10/2018
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Sheet:	3 OF 6

Lsnd Surveying

**Williamson County,
Texas**

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TBPLS FIRM #10174300

CURVE TABLE					
CURVE /	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	1 .69'	680.00'	1,9'19.	N07°41'36"·w	1 .69'
C2	193.73'	370.00'	29 9' 7 ·	N06°38'44"·E	191.52'
C3	96.13'	430.00'	12°48'33 _	N1 ,3'50"·E	95.93'
C4	25.84'	435.00'	3'24'12.	N07°40'10"·E	25.83'
C5	134.63'	1,965.00'	3°55'33.	N07°27'50	134.61'

RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
IC11	15.69'	680.00'	1'19'19"	N04°50'20"W	15.69'
IC21	193.74'	370.00'	30° 00'02"	N09°30'00"E	191.53'
IC31	95.84'	430.00'	12°46'12"	N18°06'54"E	95.64'
(C4)	25.81'	435.00'	3'24'00"	N08°42'03"E	25.81'
((C4)))	25.81'	435.00'	3'24'00"	N08°42'03"E	25.81'
(C5)	134.74'	1,965.00'	3°55'44"	N08°57'55"E	134.72'

UNE TABLE		
UNE /	DIRECTION	LENGTH
L1	so7 1'4B·w	107.24'
L2	Nn,5'31"·E	107.40'
L3	N12°33'04"·w	10.00'
L4	S12°32'2rE	10.09'
L5	s7n5'1rw	54.99'
L6	so 1'4B·w	53.36'
L7	S7n4'55-w	79.26'
L8	514,8'53	74.85'
L9	sn'03'o2·w	192.83'
L10	S07°20'3s·w	37.49'
L11	583°054(tE	5.40'

NOTES:

1) ALL BEARINGS ARE BASED ON THE IEXAS STAIE PLANE COORDINAIE SYSIEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJJSito TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.

2) SEE ATTACHED MEIES AND BOUNDS.



[Signature] 7/10/2018

35.1021 ACRES
City of Hutto,
Williamson County,
Texas



Date:	7/10/2018
Project:	00627
Scale:	1" = 120'
Reviewer:	PRB
Tech:	CC
Field Crew:	HT/DC
Survey Date:	AUG. 2017
Sheet:	5 OF 6

rA■ CALLED 0.11 ACRE
OWNER: ATMOS ENERGY
(PER WCAD)
VOL. 238, G. 172,
D.R.W.C.T.

rBI PORTION OF LOT 1,
LbCK
13, I & GN RAILROAD
ADDITION
VOL. 50, PG. 253, D.R.W.C.T.

[C] RESUBDIVISION OF
LOT 2
THE HUTTO EXCHANGE
CAB. AA, SLDS. 211
P.R.W.C.T.

rDICALLED 2.814 ACRES
OWNER: W L D PETERSEN
INVESTMENTS-HUTTO, LLC
DOC. NO. 2015048567
O.P.R.W.C.T.

rEI CALLED 2.919 ACRES
OWNER: CITY OF HUTTO
DOC. NO. 2004003059
O.P.R.W.C.T.

rFI BLOCK A, HUTTO
SQUARE
COMMERCIAL LOTS PHASE B
CAB. BB, SLDS. 184-186
P.R.W.C.T.

tLED 4.43 ACRES
OWNER: WILLIAMSON
COUNTY
DOC. NO. 2005053311
O.P.R.W.C.T.

[H] BLOCK 1, AMENDED PLAT OF
LOTS 1 THROUGH 9, INCLUSIVE,
AND LOTS 12, 13, AND 14, AND
THE 17-FOOT ALLEY IN BLOCK 1
OF I&GN RAILROAD ADDITION
ORIGINAL CITY OF HUTTO
CAB. EE, SLD. 293, P.R.W.C.T.

r11CALLED 0.13 ACRE
RT OF LOTS 5 AND 6
BLOCK 8, I & GN RAILROAD
ADDITION
OWNER: JASPAS PROPERTIES,
LLC
DOC. NO. 2008077200,
O.P.R.W.C.T.

rJI REMAINDER OF TRACT
bE'SCRIBED IN
VOL. 1159, PG. 563 D.R.W.C.T.

rKI CALLED 0.464 ACRE
DVVNER: HILL COUNTRY
BIBLE CHURCH HUTTO
DOC. NO. 2016077686,
O.P.R.W.C.T.

rL] LOT 1A, BLOCK 9
AILROAD ADDITION
LOTS 1-4, 5 (S/PT)
AND 7, BLOCK 9 AMENDED PLAT
DOC. NO. 2015080695
O.P.R.W.C.T.

rMI FINAL PLAT OF THE CO-OP
bI STRICT
DOC. NO. 2018038896
O.P.R.W.C.T.

LEGEND

	PROPERTY LINE	P.O.B.	POINT OF BEGINNING
— — — —	EXISTING PROPERTY LINES	{.....}!	RECORD INFORMATION PER DOC. NO. 2016077686
— — — —	EXISTING EASEMENTS	{([.....])}	RECORD INFORMATION PER DOC. NO. 2008077200
O	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET	{([.....])}	RECORD INFORMATION PER DOC. NO. 2008077200
●	1/2" IRON ROD FOUND (UNLESS NOTED)	{.....}	RECORD INFORMATION PER PLAT CAB. G, SLD. 185
[j]	IRON ROD WITH ILLEGIBLE CAP FOUND (UNLESS NOTED)	{[.....]}	RECORD INFORMATION PER PLAT VOL. 50, PG. 253
(8)	CHISELED "X" FOUND IN CONCRETE	{j.....}	RECORD INFORMATION PER DEED DOC. NO. 2017025032
D.	TXDOT TYPE II BRASS DISC FOUND	{(.....)}	RECORD INFORMATION PER PLAT VOL. Z PGS. 281-282
®	CALCULATED POINT	{((.....))}	RECORD INFORMATION PER DEED DOC. NO. 2008077696
....	COTTON SPINDLE FOUND	{(((.....)))}	RECORD INFORMATION PER DEED DOC. NO. 2005053311
D	MAG NAIL FOUND	{[.....]}	RECORD INFORMATION PER DEED DOC. NO. 2003119272
	MAG NAIL WITH "4WARD BOUNDARY" WASHER SET	{[.....]}	RECORD INFORMATION PER DEED DOC. NO. 2003119272
DOC. #	1/2" IRON ROD WITH "CITY OF HUTTO — PROPERTY CORNER" ALUMINUM CAP FOUND	{[([.....])}]	RECORD INFORMATION PER PLAT CAB. BB, SLDS. 184-186
P.U.E.	DOCUMENT NUMBER	{[[[.....]]]}	RECORD INFORMATION PER PLAT DOC. NO. 2015080695
B.L.	PUBLIC UTILITY EASEMENT	{<.....>}	RECORD INFORMATION PER PLAT CAB. W, SLDS. 263-264
VOL./PG.	BUILDING LINE	{<<.....>>}	RECORD INFORMATION PER DEED DOC. NO. 2016079125
CAB./SLD.	VOLUME, PAGE	{<<<.....>>>}	RECORD INFORMATION PER DEED DOC. NO. 2004003059
R.O.W.	CABINET, SLIDE	{([.....])}	RECORD INFORMATION PER TX DOT R.O.W. MAP
P.R.W.C.T.	RIGHT-OF-WAY	{[.....]}	RECORD INFORMATION PER PLAT CAB. AA, SLD. 211
O.P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS	{[.....]}	RECORD INFORMATION PER DEED DOC. NO. 2015048567
D.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS	{[.....]}	RECORD INFORMATION PER DEED DOC. NO. 2015048567
	DEED RECORDS, WILLIAMSON COUNTY, TEXAS	{[.....]}	RECORD INFORMATION PER DEED DOC. NO. 2015048567

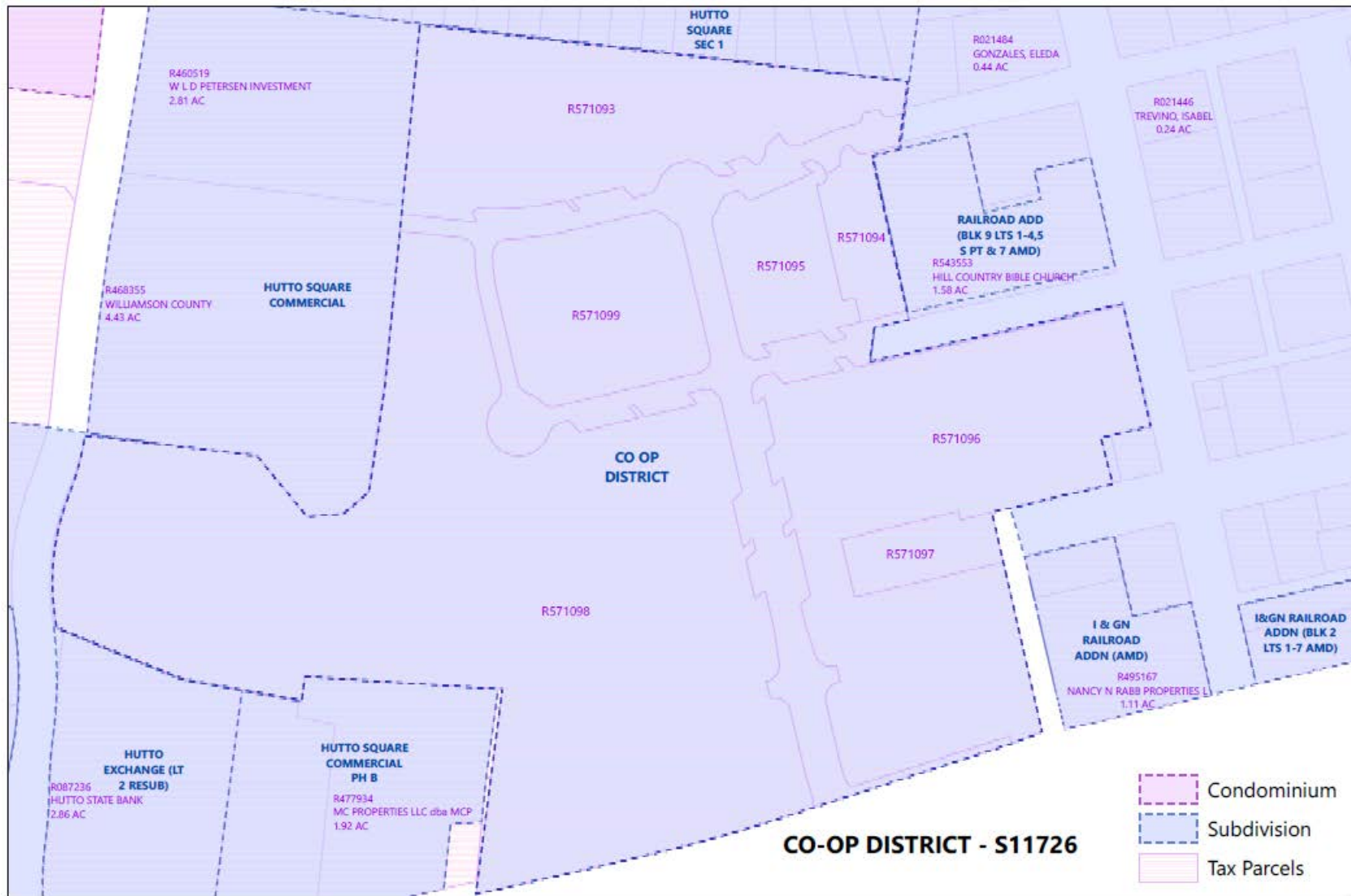
Williamson County,
Texas

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

35.1021 ACRES City of Hutto,

Appendix C

Parcel Map



ORDINANCE NO. O-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR HUTTO CO-OP PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE MASTER IMPROVEMENT AREA OF 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.

WHEREAS, on June 6, 2018, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Hutto, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district in the extraterritorial jurisdiction of the City; and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of Williamson Central Appraisal District and the signatures of the property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, on June 7, 2018, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and June 7, 2018 made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. R-2018-06-07-9D (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Hutto Co-Op Public Improvement District (the "District") in accordance with its finding as to the advisability of the authorized improvements; and

WHEREAS, the City published the Authorization Resolution as required by law; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, on August 13, 2018, the City Secretary filed the Assessment Roll (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing in a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known address of the owners of the property liable for the Special Assessments; and

WHEREAS, the City Council convened the Levy and Assessment Hearing on August 16, 2018 at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Special Assessments, and to

offer testimony pertinent to any issue presented on the amount of the Special Assessments, the allocation of the Costs of the Authorized Improvements (defined below) to be undertaken for the benefit of all property to be assessed within the District (the “Area Improvements”), the purposes of the Special Assessments, the special benefits of the Special Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Special Assessments; and

WHEREAS, the City Council finds and determines that the Assessment Roll and the Hutto Co-Op Public Improvement District Preliminary Service and Assessment Plan (“Plan”), dated September 5, 2018, in a form substantially similar to Exhibit B to the Plan shall be approved by the City Manager and the City’s land use attorney prior to execution (the “Service and Assessment Plan”), and which is incorporated herein for all purposes, should be approved and that the Special Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Assessment Roll attached to the Plan as Appendix A (the “Assessment Roll”); and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Costs of the authorized improvements as described in the Service and Assessment Plan (the “Authorized Improvements”), the Assessment Roll, and the levy of the Special Assessments; and

WHEREAS, in connection with the levy the Special Assessments, the owners (the “Landowners” or the “Assessed Parties”), or their representatives, of the majority of the privately-owned and taxable property located within the District, and who are the persons to be assessed pursuant to this Ordinance, appeared at the public hearing and accepts the Service and Assessment Plan, approves the Assessment Roll, approves this Ordinance and approves the levy of the Special Assessments against their property located within District, agrees to pay the Special Assessments when due and payable and requested that the City file the Service and Assessment Plan and/or the assessment roll with the real property records of Williamson County; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

- (a) The apportionment of the Costs of the Authorized Improvements (as reflected in the Service and Assessment Plan, and the Administrative Expenses pursuant to the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each Assessed Parcel will receive from the construction of the Authorized Improvements identified in the Service and Assessment Plan, and is hereby approved;

- (b) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Major Improvements;
- (c) The Service and Assessment Plan apportions the Cost(s) of Authorized Improvements to be assessed against the property in the District and such apportionment is made on the basis of special benefits accruing to the property because of the Authorized Improvements;
- (d) All of the real property in the District which is being assessed in the amounts shown in the Assessment Roll will be benefited by the Authorized Improvements proposed to be constructed as described in the Service and Assessment Plan, and each Assessed Parcel will receive special benefits in each year equal to or greater than each annual Special Assessment and will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;
- (e) The method of apportionment of the Costs of the Authorized Improvements, including the allocation of the Costs thereof to the District, and the Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Costs of the Authorized Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Costs;
- (f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;
- (g) The Assessment Roll should be approved as the Assessment Roll for the District;
- (h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Special Assessments, interest on Annual Installments, interest and penalties on delinquent Special Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Special Assessments should be approved and will expedite collection of the Special Assessments in a timely manner in order to provide the services and improvements needed and required for the District; and
- (i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Assessment Roll.

The Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Assessment Roll of the District.

Section 5. Levy and Payment of Special Assessments for Costs of the Authorized Improvements.

- (a) The City Council hereby levies an assessment on each Parcel of property (excluding Non-Benefitted Property) located within the District, as shown and described in the Service and Assessment Plan and the Assessment Roll, in the respective amounts shown on the Assessment Roll as a special assessment on the properties set forth in the Assessment Roll.
- (b) The levy of the Special Assessments shall be effective on the date of execution of this Ordinance levying Special Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.
- (c) The collection of the Special Assessments shall be as described in the Service and Assessment Plan and the PID Act.
- (d) Each Special Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.
- (e) Each Special Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.
- (f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.
- (g) The Administrative Expenses for Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the Costs of the Authorized Improvements and the allocation of such costs to the District and the Administrative Expenses are set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Special Assessments.

Delinquent Special Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. Prepayments of Special Assessments.

As provided in the Service and Assessment Plan, the owner of any Assessed Property may prepay the Special Assessments levied by this Ordinance.

Section 9. Lien Priority.

The City Council and the Landowners intend for the obligations, covenants and burdens on the landowners of Assessed Property, including without limitation such Landowner's obligations related to payment of the Special Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Special Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Assessed Parties, as the owners of Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and

assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Special Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Administrator and Collector of Assessments.

(a) **Appointment of Administrator.**

The City of Hutto will appoint and designate an initial Administrator of the Service and Assessment Plan and of Special Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's and City related staff time, fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) **Appointment of Temporary Collector.**

The City Manager is hereby appointed and designated as the temporary collector of the Special Assessments (the "Collector"). The Collector shall serve in such capacity until such time as the City shall arrange for the Collector's duties to be performed by the Williamson County Tax Assessor and Collector, or another qualified collection agent selected by the City.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Special Assessments by the City.

Section 12. Filing in Land Records.

The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the Assessment Roll, to be recorded in the real property records of Williamson County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to 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 Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Special Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

Section 16. Publication.

This Ordinance or the caption shall be published on two days and become effective in accordance with the laws of the State of Texas on the date of the last publication.

READ, CONSIDERED, PASSED AND ADOPTED on first reading by the City Council of the City of Hutto at a regular meeting on the 20th day of September, 2018, at which a quorum was present and for which due notice was given pursuant to Section 551.00, et seq., of the Texas Government Code.

READ, CONSIDERED, PASSED AND ADOPTED on second and final reading by the City Council of the City of Hutto at a regular meeting on the 4th day of October, 2018, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et seq., of the Texas Government Code.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

Attest:

Lisa L. Brown, City Secretary

(SEAL)

EXHIBIT A

Service and Assessment Plan

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10C.

AGENDA DATE: October 04, 2018

PRESENTED BY: City Attorney

ITEM:

Consideration of and possible action on the second reading of an ordinance relating to development of the Co-Op District in the City of Hutto, Texas including dedicating a portion of ad valorem taxes collected on property located within Reinvestment Zone No. 1, City of Hutto, Texas; approving a loan agreement in connection with financing of projects within the Reinvestment Zone No. 1; authorizing the city manager to enter into a Public Improvement District administrative services agreement for Reinvestment Zone No. 1; approving the City of Hutto Economic Development Corporation Type B dedication of a portion of sales tax collected by the corporation to the Reinvestment Zone no. 1; approving a financing plan for the tax increment Reinvestment Zone No. 1 for the Co-Op District; and authorizing the City Manager to enter into certain agreements relating to the Reinvestment Zone No. 1 and to approve amendments to those agreements. (City Attorney)

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:

The ordinance presented for adoption under this item is substantially the same ordinance as adopted by the City Council under Agenda Item 10E on the Council's August 16, 2018 agenda. The ordinance is presented for public hearing, reconsideration and adoption due to the overall change in the financing structure for the Co-Op development.

BUDGETARY AND FINANCIAL SUMMARY:

This ordinance includes dedicating a portion of ad valorem taxes collected on property located within Reinvestment Zone No. 1, City of Hutto, Texas; approving a Loan Agreement in connection with financing of projects within the Reinvestment Zone No. 1; authorizing the City Manager to enter into a Public Improvement District administrative services agreement for Reinvestment Zone No. 1; approving the City of Hutto Economic Development Corporation Type B dedication of a portion of sales tax collected by the corporation to the reinvestment zone no. 1; and approving a financing plan for the tax increment Reinvestment Zone No. 1 for the Co-Op District.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

The Tax Increment Reinvestment Zone Number One Board considered and approved the Tax Increment Reinvestment Zone Number One Project and Finance Plan at their August 30, 2018 meeting.

The City of Hutto Economic Development Corporation Type B considered and approved the dedication of a portion of sales tax collected by the Corporation to the Reinvestment Zone Number One at their June 4, 2018 meeting.

CITY ATTORNEY REVIEW:

City Attorney has reviewed all documents.

STAFF RECOMMENDATION:

Staff recommends approval.

SUPPORTING MATERIAL:

1. [Ordinance Co-Op Project Reinvestment Zone No 1 ML 9-18-18](#)
2. [Loan Agreement \(LGC and PFA\) - Hutto 9 18 2018](#)
3. [Co-Op Project and Financing Plan - Final 8.28.18 - City TIRZ at 60% 9 18 2018](#)
4. [2018-06-04 Sales Tax Proceeds Agreement-Co-Op \(EDC\)](#)

ORDINANCE NO. O-_____

AN ORDINANCE RELATING TO DEVELOPMENT OF THE CO-OP DISTRICT IN THE CITY OF HUTTO, TEXAS, INCLUDING DEDICATING A PORTION OF AD VALOREM TAXES COLLECTED ON PROPERTY LOCATED WITHIN REINVESTMENT ZONE NO. 1, CITY OF HUTTO, TEXAS; APPROVING A LOAN AGREEMENT IN CONNECTION WITH FINANCING OF PROJECTS WITHIN THE REINVESTMENT ZONE NO. 1; AUTHORIZING THE CITY MANAGER TO ENTER INTO A PUBLIC IMPROVEMENT DISTRICT ADMINISTRATIVE SERVICES AGREEMENT FOR REINVESTMENT ZONE NO. 1; APPROVING THE CITY OF HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE B DEDICATION OF A PORTION OF SALES TAX COLLECTED BY THE CORPORATION TO THE REINVESTMENT ZONE NO. 1; APPROVING A PROJECT AND FINANCING PLAN FOR THE TAX INCREMENT REINVESTMENT ZONE NO. 1 FOR THE CO-OP DISTRICT; AND AUTHORIZING THE CITY MANAGER TO ENTER INTO CERTAIN AGREEMENTS RELATING TO THE REINVESTMENT ZONE NO. 1 AND TO APPROVE AMENDMENTS TO THOSE AGREEMENTS.

WHEREAS, the City Council of the City of Hutto (the “City”) approved Ordinance No. O-18-01-04-12A on final approval on the 4th day of January, 2018, creating the Reinvestment Zone No. 1, City of Hutto, Texas, within an area within the City (“Zone”);

WHEREAS, the City created the Co-Op Public Improvement District by Resolution No. R-18-06-07-90 on the 7th day of June, 2018, to provide for improvements within the Zone;

WHEREAS, the City has approved a service and assessment plan and assessment roll for the Zone;

WHEREAS, it is necessary and appropriate to provide for the dedication of tax revenue and other revenue to projects within the Zone and to approve other agreements related to the financing of projects within the Zone;

RESOLVED, it is necessary to provide for administration of funds and projects within the Zone; and

WHEREAS, the City Council has determined that the following actions are necessary and appropriate to the City’s plan for projects within Zone.

NOW, THEREFORE, be it ordained by the City Council of the City of Hutto, Texas:

1. Sixty percent (60%) of the ad valorem taxes due and payable on taxable property located within the Zone and actually collected after January 1, 2019 shall be deposited in the tax increment fund for the Zone to be used pursuant to the ordinance creating the Zone and the project costs for projects within the Zone as approved by the Board for the Zone, the City and Williamson County, Texas, and in the final Zone Project Plan and Zone Finance Plan. The deposits shall cease on the 31st day of December, 2057. In addition to deposits of taxes collected, the City shall also deposit sixty percent (60%) of the interest received on delinquent taxes payable after January 1, 2019 on delinquent property taxes collected in the Zone.

2. City approves that certain loan agreement to be entered into between a local government corporation to be created by the City and the Public Finance Authority related to the construction of certain public improvements within the Zone, and authorizes the City Manager to approve the loan agreement on behalf of the City and approve amendments to the loan agreement as may be needed in the future.

3. The City Manager is authorized to enter into an administrative services agreement relating to the Zone.

4. The City approves and confirms the action by the Hutto Economic Development Corporation Type B authorizing a portion of the sales tax collected by the Hutto Economic Development Corporation Type B as evidenced by a sales tax proceeds contribution agreement between the City of Hutto and the Hutto Economic Development Corporation Type B and approves payment of funds received under that Agreement into the tax increment fund for the Zone.

5. The City hereby acknowledges that funds (as further provided in the Service and Assessment Plan and the loan agreement) deposited in the Tax Increment Fund (as defined in the Ordinance creating the Zone) and EDC revenues (as defined in the Service and Assessment Plan) will be used to offset a portion of the PID assessments for properties within the Zone.

6. The City approves the Project and Financing Plan for the Zone for the Co-Op District dated the 28th day of August, 2018.

7. This Ordinance or the caption shall be published on two days and become effective in accordance with the laws of the State of Texas on the date of the last publication.

READ, CONSIDERED, PASSED AND ADOPTED on first reading by the City Council of the City of Hutto at a regular meeting on the 20th day of September, 2018, at which a quorum was present and for which due notice was given pursuant to Section 551.00, et seq., of the Texas Government Code.

READ, CONSIDERED, PASSED AND ADOPTED on second and final reading by the City Council of the City of Hutto at a regular meeting on the 4th day of October, 2018, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et seq., of the Texas Government Code.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

Attest:

Lisa L. Brown, City Secretary

LOAN AGREEMENT
(Hutto Co-Op Public Improvement District Project)

This **LOAN AGREEMENT** (the “**Loan Agreement**” or “**Agreement**”), dated as of October 4, 2018, is between the **PUBLIC FINANCE AUTHORITY**, a unit of government and a body corporate and politic of the State of Wisconsin, including its designated successors and Assigns (the “**Authority**”), and **RIVER CREEK DEVELOPMENT AUTHORITY**, 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-18-06-07-9D authorizing the creation of the Hutto Co-Op Public Improvement District (the “**District**”) pursuant to Chapter 372, Texas Local Government Code, as amended (the “**PID Act**”); and

WHEREAS, the District was created, in part, to undertake and finance the certain Public Improvements as defined in the Service and Assessment Plan and Assessment Roll approved by the City Council of the City dated October 4, 2018, as amended from time to time (the “**Service and Assessment Plan**”) attached as “**Exhibit A**” and the Public Improvements (defined herein) listed in “**Exhibit B**” as approved by the City Manager (the “**Public Improvements**”); and

WHEREAS, on October 4, 2018, 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 (the “**Property**”) for the Public Improvements (as defined herein) in accordance with the Service and Assessment Plan; and

WHEREAS, on January 4, 2018, the City Council passed and approved Ordinance No. O-18-01-04-12A (the “**Zone Ordinance**”), creating Reinvestment Zone Number One, City of Hutto, Texas (the “**Zone**”) for the purpose of paying a portion of the costs of the Public Improvements (as an offset as further described herein) pursuant to Texas Tax Code Chapter 311, as amended (“**Zone Act**”); and

WHEREAS, pursuant to Ordinance No. __ adopted October 4, 2018, the City has agreed to deposit sixty (60) percent of the ad valorem taxes due and payable on taxable property located within the Zone and actually collected after January 1, 2019 shall be deposited in the tax increment fund for the Zone;

WHEREAS, on October 4, 2018, the City passed and approved Ordinance No. __, approving a Final Project Plan and Financing Plan for the Zone, as amended from time to time (the

“**Plan**”) which identified the amount of tax increment (the “**Tax Increment**” as set forth in the Zone Ordinance and the Plan) to be collected by the Zone and dedicated a portion of the Tax Increment to the payment of a portion of the Public Improvements (as an offset as further described herein); and

WHEREAS, on August 29, 2018, the TIRZ passed and approved Resolution No. _____ approving the Plan and on September 11, 2018 the County passed Order No. ____ approving the Plan; and

WHEREAS, pursuant to the Zone Ordinance and the requirements of the Zone Act, the Tax Increment collected each year shall be deposited into the Tax Increment Fund (as defined in the Zone Ordinance) and a portion of the Tax Increment, shall be transferred annually to an assessment fund created pursuant to the PID Act (the “**Assessment Fund**”), such fund to be segregated from all other funds of the City; and

WHEREAS, the City and Williamson County, Texas (the “**County**”) entered into that certain Interlocal Agreement Regarding Tax Increment Financing dated January 18, 2018, as amended from time to time (the “**Interlocal Agreement**”), pursuant to which the County has agreed to participate in the Zone and has agreed to dedicate 50% of its tax increment collected from the Zone to the payment of a portion of the Public Improvements (as an offset as further described herein) (the “**County Tax Increment**”). The County has agreed to deposit the County Tax Increment into Tax Increment Fund (i) for maximum term of twenty (20) years from January 18, 2018 or (ii) until the amount of County Tax Increment deposited into the Tax Increment Fund equals \$5,500,000; and

WHEREAS, on July 20, 2017, the City passed and approved Ordinance No. O-17-07-20-9C (the “**EDC Ordinance**”), creating the Hutto Economic Development Corporation (the “**EDC**”) pursuant to the Development Corporation Act of 1979 and governed by Section 4B of Chapters 501, 502 and 505 of the Texas Government code, as amended (“**EDC Act**”) and its Articles of Incorporation dated August 7, 2017, as amended; and

WHEREAS, on November 16, 2017, pursuant to an election held on November 7, 2017, the City adopted Resolution No. R-17-11-16-11C canvassing the returns and declaring the results of such election approving the imposition of a replacement one-half of one percent (0.5%) sales and use tax (“**EDC Tax**”) for the benefit of the EDC to be used for economic development to benefit the City; and

WHEREAS, pursuant to the Sales Tax Proceeds Contribution Agreement between the City and the EDC dated June 4, 2018 and approved by the City pursuant to Ordinance No. O-10-07-20-9C and the EDC pursuant to Resolution No. _____, the EDC has agreed to dedicate a portion of the proceeds of the EDC Tax to the Project until June 30, 2048; and

WHEREAS, the EDC has agreed that fifty (50) percent of EDC Tax revenues received on sales within the boundary of the District shall be paid to the City to be used for the benefit of the District (“**EDC Revenues**”); and

WHEREAS, within thirty (30) days after quarterly receipt of the EDC Tax from the Texas Comptroller, the EDC shall determine the amount of EDC Revenues to be paid to the Corporation and deposit such EDC Revenues into the Assessment Fund; 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 plus interest for a period of not more than 40 years or until the Assessment is paid in full; 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 for a period of not more than 40 years or until the Assessment is paid in full; and

WHEREAS, as further described in the Service and Assessment Plan, the City shall reduce in each year the Annual Installments of the Assessments, on a Parcel by Parcel basis, in an amount equal to the amounts deposited into the Tax Increment Fund dedicated to the Public Improvements in the Plan and transferred to the Assessment Fund each year (the “**Zone Revenues**”) and the EDC Revenues; and

WHEREAS, the City shall use Zone Revenues to offset a portion of the Annual Installment of the Assessment applicable to each Assessed Parcel (the “**Zone Annual Credit Amount**”); and

WHEREAS, the City shall use EDC Revenues to offset a portion of the Annual Installment of the Assessment applicable to each Parcel by allocating the entire EDC Revenues across all Assessed Parcels and Lots within the PID based on the ratio of the assessed value of such Parcel or Lot to the assessed value for all Assessed Parcels within the PID (the “**EDC Annual Credit Amount**”); and

WHEREAS, the Annual Installment due for each Parcel shall be calculated by the City by taking into consideration any Zone Annual Credit Amount and EDC Annual Credit Amount applicable to the Parcel then on deposit in the Assessment Fund; 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 the Assessment Fund; and

WHEREAS, the City and the Corporation have entered into the Interlocal Agreement 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 Authority; and

WHEREAS, the City has authorized the Corporation to enter into this Loan Agreement; and

WHEREAS, in connection with this Loan Agreement, the Authority shall issue its Public Improvement Revenue Bonds (Hutto Co-Op Public Improvement Corporation Project), Series 2018 (the “**Bonds**”) to (1) loan the proceeds to the Corporation finance the cost of the Project, (2) fund the capitalized interest, (3) fund the reserve fund for payment of principal and interest on the Bonds, (4) fund other funds under the Trust Agreement, and (5) pay the Costs of Issuance; and

WHEREAS, the Corporation and the Construction Manager (as defined herein) have entered into a Construction Contract dated as of October 4, 2018, 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, 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; and

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.

“Bonds” shall have the meaning ascribed in the RECITALS hereof.

“Business Day” shall mean any day, other than a Saturday, Sunday, or legal holiday, on which the offices of the Authority are not required or authorized by law or executive order to be closed.

“Closing” shall mean the delivery of the Note to the Authority.

“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 October 4, 2018, relating to the Bonds.

“Costs of Issuance” shall mean the costs and expenses incurred by the Corporation and the Authority in connection with the formation and creation of the District and with respect to the authorization, execution, and delivery of the Corporation Documents, the Bonds, and all documentation related thereto.

“City” shall mean the City of Hutto, Texas.

“City Council” shall mean the governing body of the City.

“Corporation Documents” shall mean, collectively, this Agreement, the Note, and the Resolution.

“Event of Default” shall mean unless waived in writing by the Authority, the occurrence of any of the following, which is not cured by the Corporation within thirty (30) days following written notice by the Authority 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 Authority with an enforceable lien on the Pledged Revenues; or

(d) the bankruptcy, insolvency, appointment of a receiver for the Corporation.

“Interlocal Agreement” shall mean the Interlocal Agreement, dated as of October 4, 2018, 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 Authority to the Corporation made pursuant to this Agreement.

“Loan Documents” shall mean, collectively, this Agreement and the Note.

“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.

“Payment Due Date” shall mean the date payments are due on the Loan, as set forth in the Note.

“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 _____

“Project” shall have the meaning ascribed 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.

“Trust Agreement” shall mean the Trust Agreement, dated as of [_____], 2018 by and between the Authority and U.S. Bank National Association, as trustee, relating to the issuance of the Bonds.

“Trustee” shall mean U.S. Bank National Association and its successors and assigns.

Section 1.2 Interpretative 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.

(c) Unless otherwise defined herein, defined terms provided in the RECITALS hereof shall have the meaning ascribed thereto in the Interlocal Agreement.

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 Authority will loan to, for the sole use and benefit of, the Corporation the proceeds of the Bonds 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 Authority to loan the proceeds of the Bonds 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 Authority;

(c) At or prior to the Closing, the Authority 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 Authority or the Corporation;

(iii) Certified copies of the Resolution of the Corporation authorizing execution, delivery, and performance of all of the Loan Documents and authorizing the borrowing hereunder, along with such certificates of existence, certificates of good standing, and other certificates or documents as the Authority may reasonably require to evidence the Corporation's authority to enter into the Loan Documents;

(iv) True copies of all organization documents of the Corporation, including all amendments or supplements thereto;

(v) The Continuing Disclosure Agreement, executed by the authorized officers and officials of the Corporation and the City; and

(vi) 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 Authority 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 the interest rate borne on the Bonds (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 rate permitted by Chapter 1204 of the Texas Government Code, as amended, or other applicable law in effect.

Section 2.4 Note Payments. All Note Payments shall be made to the Authority as set forth in Schedule I to the Note.

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 in the same manner as the optional redemption of the Bonds pursuant to Section 2.03(a) of the Trust Agreement. **Mandatory Prepayment of Note.** The Corporation shall prepay the Note in an amount and on such dates as required for the mandatory redemption of the Bonds pursuant to Section 2.03(b) of the Trust Agreement. **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 Authority, and grants thereto a lien on and a security interest in, all of the Pledged 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 Corporation, 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.

ARTICLE III

SPECIAL AGREEMENTS

Section 3.1 Obligations of Corporation Unconditional.

(a) The obligation of the Corporation to make the payments required by Section 2.4 shall be absolute and unconditional. 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 Authority or any other person. Notwithstanding the foregoing, the Corporation's obligation to make the payments required by Section 2.4 shall be a 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, or any political subdivision thereof.

(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; and

(iii) except by full payment and retirement of the Note will not terminate this Agreement for any cause other than default by the Authority.

Section 3.2 Agreement as Security Agreement. An executed copy of this Agreement shall constitute a security agreement pursuant to applicable law with the Authority as the secured party. The lien, pledge, and security interest of the Authority 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 Authority the perfection of the 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 will promptly furnish or cause to be furnished to the Authority from time to time such information required by 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 and Warranties of Authority. The Authority represents and warrants to the Corporation the following: The Authority has all necessary power and authority to enter into and perform under this Agreement.

(b) The Authority 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 Authority 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 Authority 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 Authority as follows: 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 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 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 Authority, 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.

(d) This Agreement and the Note 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 this Agreement and the Note 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 (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 Authority shall provide to the Authority and file with the Internal Revenue System an executed Form 8038-G related to this Agreement.

Section 4.1 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 Authority 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 Authority may proceed against the Corporation for the purposes of protecting and enforcing the rights of the Authority 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 Authority hereunder or any combination of such remedies.

(c) In addition to the remedies provided in subsection (a) of this Section, the Authority 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 Authority 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 to cure the Event of Default with respect to which such remedial action was taken.

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 Authority, 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.

Section 5.4 Non-Exclusive Remedies. No remedy conferred upon or reserved to the Authority 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 Authority 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 Authority, upon receipt of a written request by the Corporation and the payment by the Corporation of the reasonable expenses with respect thereto, shall discharge and release 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 Defeasance. If the Corporation shall pay or cause to be paid or there shall otherwise be paid to the Authority all Pledged Revenues at the times and in the manner stipulated herein, then the Authority 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 Authority 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 Authority. The Corporation may not amend, or agree or consent to amendment of, the Corporation Documents without the prior written consent of the Authority. The Authority 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.**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:

(i) if to the Authority:

Public Finance Authority
Attention: Scott Carpenter and Michael LaPierre
22 E. Mifflin Street, Suite 900

Madison, Wisconsin 53703
E-mail: scaper@pfauthority.org
mlapierre@pfauthority.org

(ii) if to the Corporation:

River Creek Development Corporation
Attention: President
401 W. Front St.
Hutto, Texas 78634
E-mail: bbingham@mcginnislaw.com

(b) The Corporation and the Authority 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 Authority 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 Authority. The Note is not negotiable and not registered. The Authority 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 Authority 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 Authority.

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. The obligations of the Authority under this Agreement shall be governed by and construed in accordance with the laws of the State of

Wisconsin, excluding conflicts of law principles. All claims of whatever character against the Authority arising out of this Agreement, shall be brought in any state or federal court of competent jurisdiction located in the County of Dane in the State of Wisconsin.

The obligations of the Corporation under this 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 against the Corporation arising out of this Agreement, shall be brought in any state or federal court of competent jurisdiction located in the County of Williamson in the State of Texas.

By executing and delivering this 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 Authority of any prior notice or procedural requirements applicable to actions or claims against or involving political subdivisions of the State of Wisconsin that may exist at the time of and in connection with such matter.

Section 8.8 Waiver of Personal Liability. No member, officer or employee of the Authority shall be individually or personally liable for the payment of any amount under this Agreement. No Authority Indemnified Person (including any Authority Indemnified Person who executes any certificate in connection with the Note or the Bonds that restates or certifies as to the truth and accuracy thereof) shall be individually liable for the breach of any representation, warranty or agreement contained herein. The term "Authority Indemnified Person" means any past, present, or future (i) the parties to the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated September 28, 2010, by and among Adams County, Wisconsin, Bayfield County, Wisconsin, Marathon County, Wisconsin, Waupaca County, Wisconsin and the City of Lancaster, Wisconsin and any political subdivision that has been in the past, or from time to time in the future is, designated as a member of the Authority pursuant to the Joint Exercise Agreement (each a "Member"); (ii) the National League of Cities, the National Association of Counties, the Wisconsin Counties Association, the Wisconsin League of Municipalities, and any other person that holds itself out, or is identified by the Authority, as an organization sponsoring the Authority (each a "Sponsor"); or (iii) director, board member, governing member, trustee, commissioner, elected or appointed official, officer, employee, Authorized Signatory, attorney or agent of or counsel or advisor to the Authority, or of or to any Member or Sponsor, and including in each case their respective successor and assigns.

Section 8.9 Liability of the Authority. The Authority shall not be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Agreement.

[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.

PUBLIC FINANCE AUTHORITY

By: _____
Name: _____
Authorized Officer

**RIVER CREEK DEVELOPMENT
CORPORATION**

By _____
Chairman

ATTEST:

By _____
Secretary

EXHIBIT A

Principal Amount
\$[_____]

October [___], 2018

Form of Note

PROMISSORY NOTE

RIVER CREEK DEVELOPMENT CORPORATION (the “*Corporation*”) for value received, hereby promises to pay to the order of **THE PUBLIC FINANCE AUTHORITY** its successor or assigns (the “*Authority*”), at its offices located at [_____], in lawful money of the United States of America, the principal sum of [_____] 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 October 4, 2018, between the Corporation and the Authority (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 the interest rate borne on the Bonds (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 amount or rate of interest permitted by applicable law as from time to time in effect (the “Highest Lawful 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 Highest Lawful 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 OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF 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 THEREOF 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.

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 Authority 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 October [___], 2018.

**RIVER CREEK DEVELOPMENT
CORPORATION**

By: _____
Chairman

ATTEST:

By: _____
Secretary

SCHEDULE I

Loan Payments

Closing Date: October [___], 2018

Interest Rate: [____]%



**HUTTO CO-OP
HUTTO, TEXAS**

CO-OP DISTRICT TAX INCREMENT REINVESTMENT ZONE

PROJECT AND FINANCING PLAN

**CITY OF HUTTO, TEXAS
WILLIAMSON COUNTY, TEXAS
79 HCD DEVELOPMENT, LLC**

August 28, 2018

City of Hutto

Co-Op District TIRZ

Mayor Doug Gaul

Mayor Pro Tem Tom Hines, PLACE 2

Council Member Scott Rose, PLACE 1

Council Member Nate Killough, PLACE 3

Council Member Tim Jordan, PLACE 4

Council Member Patti Turner, PLACE 5

Council Member Terri Grimm, PLACE 6

Odis Jones, City Manager

City Staff

Helen Ramirez, AICP Assistant City Manager

Anthony Emadi, Chief Financial Officer

Jessica Bullock, Economic Development Director

William Bingham, City Attorney

Developer/79 HCD Development, LLC

Bob Wunsch, Principal

Wyatt Henderson, Principal

David Howell, Principal

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I. INTRODUCTION

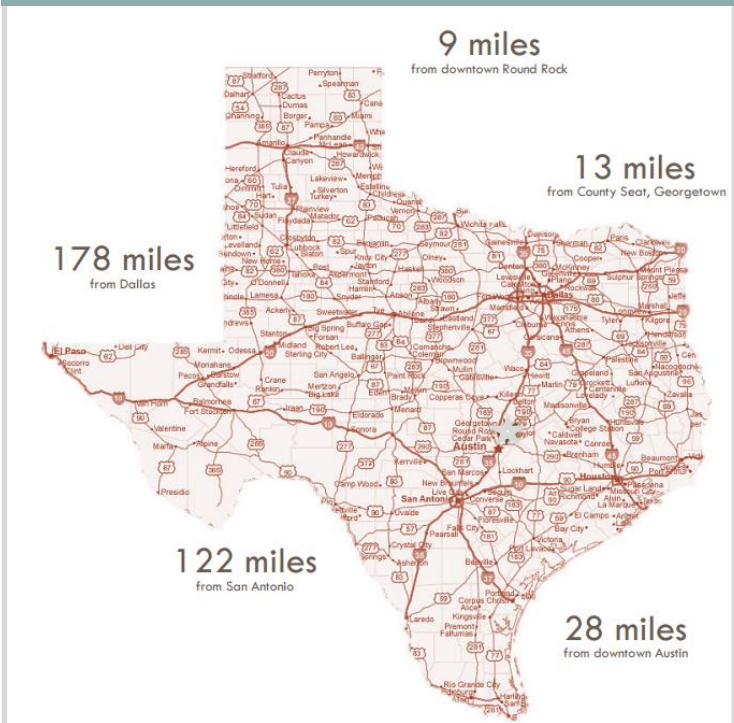
Located northeast of Austin in Williamson County, the fourth-fastest growing county in the State of Texas, the City of Hutto (“the City”) has experienced rapid growth since 2000. Once a rural Texas town with a population of 1,250 in 2000; Hutto is now home to an estimated 27,000 people, positioning the City to become a lively and integral part of the Austin Metropolitan region. With recent recognitions including the “Top Place in Texas to Raise a Family”, the “#1 Local City (in the Austin area) For Young Couples”, “One of the Top 5 Safest Cities in Texas”, and “One of the Top 100 Places in Major Markets to Locate a Business”, Hutto is consistently ranked as one of the fastest growing and safest cities in the country.

Just 25 minutes from the heart of the Texas State Capitol and 30 minutes from the Austin Bergstrom International Airport via the new SH-130 tollway, the City is well positioned for economic growth. With quick access to State Highway 130, Interstate 35, US Highway 79, and the Union Pacific Red Line, Hutto provides convenient transportation routes to the greater Texas region.

Those who call Hutto home are attracted to its strong sense of community, rich history, affordable housing and attractive neighborhoods, low crime, high performing school district, access to higher education institutions, and plentiful open space; all of which come together to provide a high quality of life just outside of Austin. As the city continues to grow, it aims to be a family-friendly community that provides superior public safety, outstanding fiscal responsibility, a diversified economy, and an exceptional quality of life. Here, the importance of a diverse community is recognized, as it will directly affect the quality of life of the community and its residents.

Given that, the City Council’s goal is to take a comprehensive approach towards economic development by focusing their efforts on redevelopment, including the rehabilitation of infill properties such as the Co-Op District, located just west of Hutto’s Historic District.

Image 1: Regional Context



II. HUTTO – AT A GLANCE

DEMOGRAPHICS

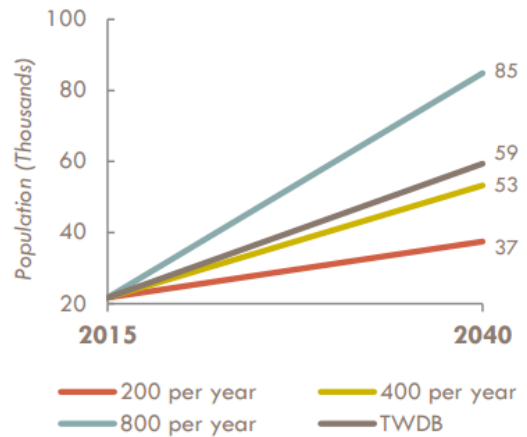
Hutto has experienced an estimated 6 percent (6.0%) average annual growth and over 50 percent (50.0%) change in total population change since 2010. Using historical residential permit patterns, the City may be home to over 85,000 residents in 2040.

With a median age of 33, Hutto has attracted many young families. Just over half of the population consists of families with children under the age of 18 and adults age 25 to 54. In addition to a growing population within city limits, the City provides access to over 65,000 people within a 5-mile radius, expanding to over 284,000 people within a 10-mile radius.

An educated workforce is a key to having a dedicated and diverse workforce. With an Independent School District that experiencing a 97% graduation rate and access to multiple nationally recognized higher education institutions, the Hutto community is diverse, skilled, and able to adapt to changing needs within the workforce.

The residents of Hutto have high levels of educational attainment with 22 percent of Hutto residents 25 years or older hold a bachelor's degree or higher. Together with a median household income of \$73,855, an average household income of \$80,603 within city limits, and an average household income in the primary trade area of \$93,371, there is a clear demonstration of the desirability and quality of life that the community offers to people who are educated and high-income earners.

Chart 1: Population Forecasts – Using Estimated Number of Permits



City of Hutto, Texas Water Development Board

Table 1: 2016 Population 25+ by Educational Attainment

Total	12,498
Less than 9th Grade	3.7%
9th - 12th Grade, No Diploma	2.7%
High School Graduate	23.3%
GED/Alternative Credential	4.1%
Some College, No Degree	32.8%
Associate Degree	10.9%
Bachelor's Degree	17.9%
Graduate/Professional Degree	4.7%

Table 2: 2016 Households by Income

Household Income Base	6,641
<\$15,000	5.9%
\$15,000 - \$24,999	3.2%
\$25,000 - \$34,999	4.1%
\$35,000 - \$49,999	10.8%
\$50,000 - \$74,999	26.9%
\$75,000 - \$99,999	23.5%
\$100,000 - \$149,999	19.5%
\$150,000 - \$199,999	4.3%
\$200,000+	1.8%

U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2016 and 2021 Esri converted Census 2000 data into 2010 geography.

ECONOMIC OUTLOOK

As of 2015, approximately 88 percent (88.0%) of the working population commutes an average 27 minutes to work outside the city limits. With .66 jobs per household, it is important for economic stability to achieve a citywide job-housing balance with a goal of at least 1 job for every household. As residential development within the city and its Extraterritorial Jurisdiction (ETJ) increase, it is vital for Hutto to focus on productive growth that creates local jobs and diversifies its tax base. The people of Hutto provide a strong foundation for a workforce and consumer market that will help the city become more regionally and nationally competitive. Hutto is in the early stages of its development cycle and needs to develop the economic diversity and depth of business support infrastructure (capital and non-capital) to be competitive in the larger Central Texas regional and national market.

Given this, the redevelopment of the Co-Op District, as well as the construction of the additional infrastructure improvements needed to support the desired economic growth, are the key to the creation of a place to live, work and play which will result in a more balanced economy.

III. GROWTH CORRIDORS & INFRASTRUCTURE

ECONOMIC DEVELOPMENT GROWTH CORRIDORS

At present, the City of Hutto lacks significant shovel-ready, or building ready, sites. Water, wastewater and other critical infrastructure key to significant economic development is lacking in certain areas of the City. The City is therefore constrained in terms of being able to accommodate concentrations of quality, career-oriented employment opportunities that are consistent with the City Council's Strategic Plan.

Through the Future Land Use Map (FLUM) planning process, seven (7) key areas were identified as vital employment and growth corridors – areas that can and should become priority focus areas for public and private sector investment and planning for high quality non-residential development over the next 5, 10, and 20 years. The City, during its planning process, considered the following points when considering these corridors along major highways:

- Promoting development compatible with safe, efficient traffic circulation through sound standards for access management, limited installation of curb cuts, and parking facility connectivity;
- Selectively determining appropriate locations and applied design standards for large commercial developments and other high traffic generating uses;
- Setting quality design standards for all commercial development;
- Encouraging mixed-use, clustered and "village center" development types as alternatives to conventional strip center and stand-alone "pad" sites; and,
- Adding regional and community nodes to key intersections.

These employment and growth areas are those that can eventually accommodate significant concentrations of firms in the economic sectors identified previously. Each of these primary employment corridors offers its own distinct locational advantages and attributes, as well as challenges that will be addressed in order to realize their individual and collective potential for Hutto's continued economic growth. One of the seven employment and growth corridor areas identified includes the Historic Downtown/Co-Op site. **Section IV THE NEED FOR REDEVELOPMENT** of this Plan identifies the challenges for the existing Co-Op site.

HUTTO'S ECONOMIC DEVELOPMENT POLICY

The City of Hutto adopted an ECONOMIC DEVELOPMENT POLICY on July 20, 2017. This policy document identified the use of tax increment financing as a way of redeveloping open or undeveloped land currently experiencing challenges such as obsolete platting, deteriorating structures or other factors, the substantially impair the growth of the city. The Co-Op District is one of three areas identified as a site that is in need of infrastructure in order to be developed to allow growth to occur west of Old Town. It is currently an undeveloped site, that when developed, will alleviate the immediate and surrounding areas drainage problems and improve traffic circulation with proposed improvements to US Highway 79 and with the extension of Live Oak to the west.

DOWNTOWN HUTTO: HUTTO'S COMMUNITY AND CIVIC HEART

Downtown is a vital intersection of commerce, business, and tourism, and serves as a fundamental cornerstone of our identity and economy. A healthy and vibrant downtown benefits all citizens and businesses of the City. Downtown Hutto is a designated historic district, with a variety of active commercial and retail buildings surrounded by residential and open spaces.

Hutto has the opportunity to create a new Entertainment and Civic District downtown. This area, known as the Co-Op District, is located west of Downtown and is part of the larger Historic Downtown District, with approximately 900 linear feet of access along US Highway 79. The City has an executed development agreement with an affiliate of 79 HCD Development, LLC for this site, specifically to design a new City Hall and Library, with retail and commercial areas throughout, for the creation of an Entertainment District. A Historic Downtown/Co-Op Site Infrastructure Plan has been created and it includes a description of the shared vision of streetscapes, infrastructure, building design standards, and open space/community planning. The proposed TIRZ will specifically address road, drainage and associated utility needs.

Image 2: The Cotton Gin at the Co-Op





Map 1: Downtown Hutto



IV. THE NEED FOR REDEVELOPMENT

Within and throughout the City's Historic Old Town, Hutto has experienced flooding and traffic congestion. The City is in need of planning and providing for infrastructure related to regional detention, storm sewer and improved road circulation that will not only alleviate local congestion, but regional traffic flow on US Highway 79. These infrastructure improvements will reduce impediments to growth west of Old Town.

A majority of the project area is City-owned and vacant. The City-owned 25 acres contain silos that are no longer functioning. There are also remnants of rail spurs and concrete pads of silos that once stood on the site which need removal. Therefore, the redevelopment of the site will include the following:

- Cleaning up obsolete platting;
- Reusing and relocating, when appropriate, accessory structures; and,
- Improving existing roads and constructing new ones to improve traffic circulation.



View of project site facing north from US Highway 79

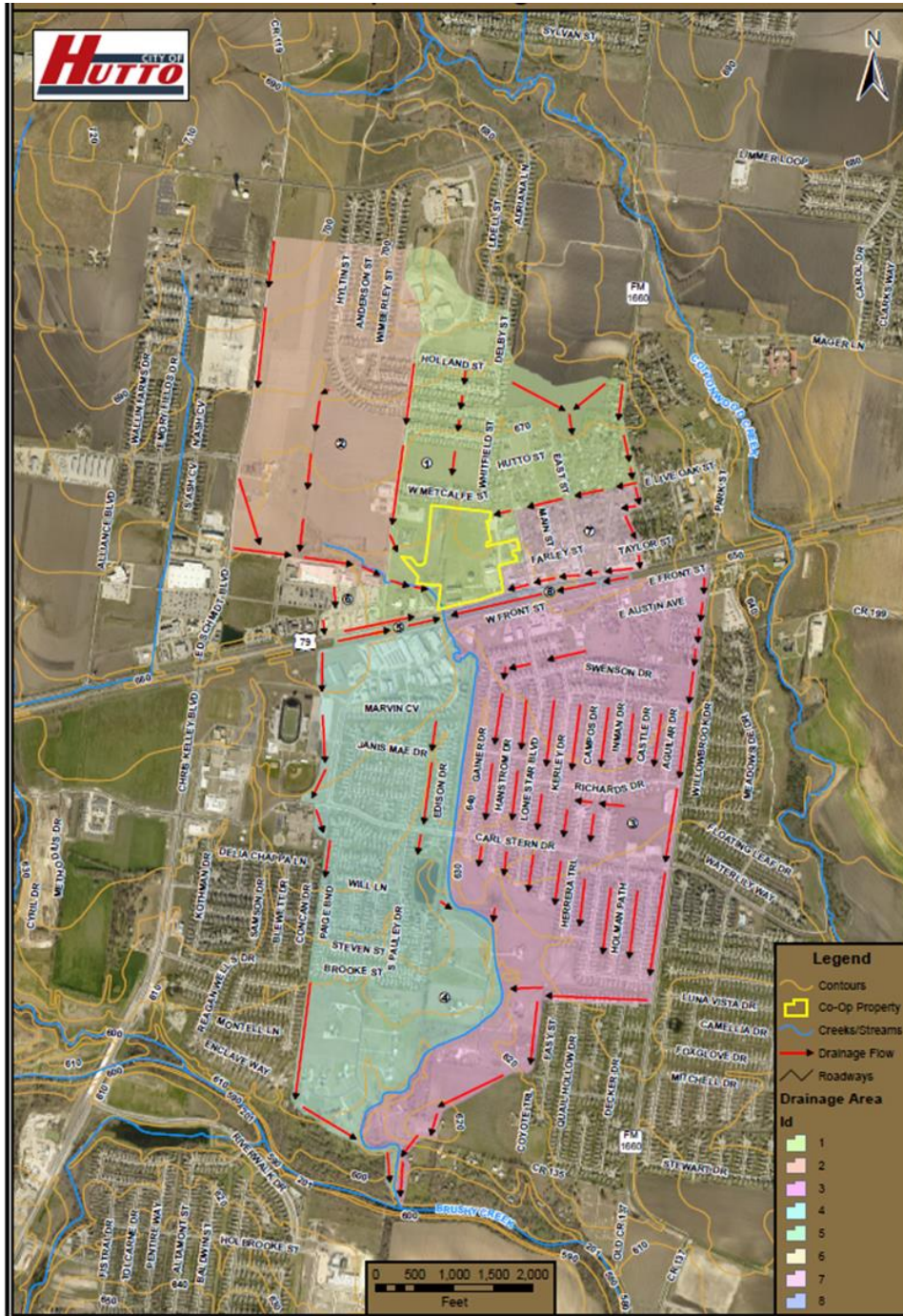
Additional challenges currently experienced within and adjacent to the project site, are the following:

- Open ditches;
- Residents & Businesses experience flooding in streets and alleyways; and,
- Drainage & flooding problems.



Flooding in old town

The following map shows the drainage flow from the north, through the Co-Op District project site draining south, towards US Highway 79:



City of Hutto

Floodplain From Limmer Loop to Brushy Creek

Legend

- Creeks/Streams
- Roadways
- FEMA Flood Hazard Area
- Flood Hazard Zones
 - 0.2% Annual Change Flood Hazard
 - 1% Annual Change Flood Hazard
 - Regulatory Floodway

0 500 1,000 1,500 2,000 Feet

The City of Hutto entered into a Development Agreement with an affiliate of 79 HCD Development, LLC to develop the project site. The City has reached an agreement with Williamson County ("the County") whereby the County has agreed to participate in a Tax Increment Reinvestment Zone ("TIRZ") to be created encompassing:

- City property that will be taken down over time by the Developer per the executed Development Agreement;
- Property currently being used as County offices fronting Exchange Boulevard;
- A church and commercial properties fronting West Street.

The inclusion of the County offices will assist with providing the following solutions to the challenges that were identified in the current and previous sections:

- Storm sewer;
- Regional detention on Co- Op site;
- Prepare drainage study; and,
- Take over maintenance of existing drainage ditches currently being provided by various Homeowner Associations.

THE CO-OP DISTRICT PUD

79 HCD Development, LLC has prepared, submitted and obtained approval from the City for a Co-Op District Planned Unit Development (PUD) that is zoned for mixed use and includes Design Guidelines so as to ensure that high quality development is built. The following is a concept plan for the Project:



The following drawing shows the planned infrastructure throughout the District, including the extension of West Live Oak towards Exchange Boulevard, in addition to, the regional drainage ponds:



High quality infrastructure and design guidelines include active open space and amphitheatre area.



V. PRELIMINARY PROJECT PLAN

TIRZ districts permit a jurisdiction, or a group of jurisdictions working together, to permit the incremental fiscal benefits generated by a project to fund the cost of qualified public improvements. Typically, the tax year in which a jurisdiction establishes the TIRZ sets the real property assessed value base (base year). For each year in the life of the TIRZ, a special fund captures the tax revenue generated from the difference between the base-year assessed value and that year's assessed value. Other taxing jurisdictions can choose to direct all or a portion of their tax revenues into the TIRZ. An appointed board of directors ("TIRZ Board") chooses how to spend the money captured in the TIRZ fund based on agreements negotiated between the TIRZ, the effected jurisdictions and an Owner of a project. This value generating process is outlined below:

Exhibit A

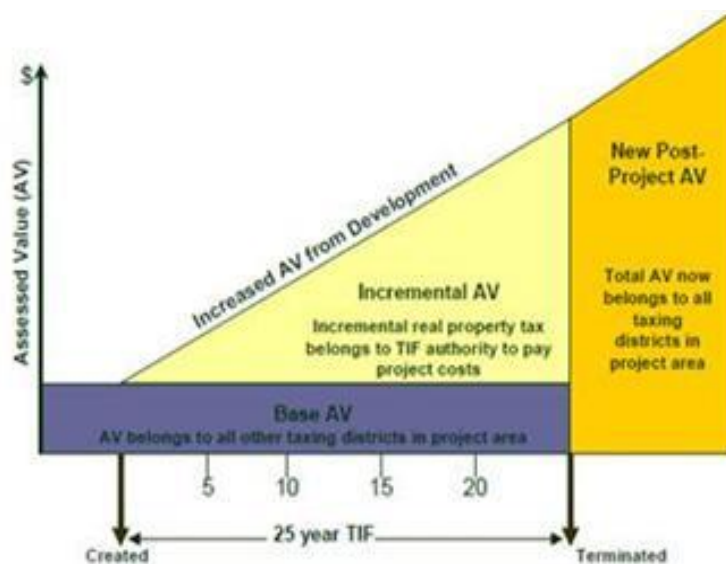


Exhibit A illustrates how rising tax revenue from greater appraised value in a TIRZ zone flows with time to a taxing jurisdiction's general fund and to a TIRZ fund. The sloped lines depict tax revenue rising with time. When the TIRZ expires or terminates, the amount of real property tax revenue to the City will increase sharply since a portion of the real property tax revenue is no longer part of the TIRZ fund. Inclusion of property in a TIRZ zone does not change the tax rate for any property. Tax rates in a TIRZ zone are the same as tax rates outside the zone and within the same set of taxing jurisdictions.

The Co-Op TIRZ will be comprised of approximately 40.49 acres and will include all of the approximately 35.10 acres of real property that comprises the Hutto Co-Op Public Improvement District (the "PID"), as more fully described in the PID Service and Assessment Plan ("SAP") adopted by the City in connection with the levy of special assessments for the PID.

The TIRZ will terminate on the earlier of (1) the date the TIRZ Board (“the Board”) certifies to the City that all project costs have been paid and any monies remaining in the tax increment fund has been paid to the City and other taxing units levying taxes on property within the TIRZ or (2) the date that there is a unanimous determination by all members of the Board that all project costs or other obligations have been paid in full. The Board will have the right to allocate excess TIRZ Revenues, if any, to fund additional improvements not being funded by the PID.

PROPOSED DEVELOPMENT PLAN

The Project’s proposed development plan, per the Concept Plan presented in **Section IV**, is summarized below:

Building	Land Use	Units/SF
1	Restaurant	12,000
2	Restaurant	12,000
3	Retail/Office	6,000
4	Bank	3,000
5	Restaurant	5,500
6	Retail/Office	20,000
7	Retail/Office	33,000
8	Retail/Office	12,000
9	Multi-Family	132
10	Retail/Office	45,000
11	Retail/Office	15,000
12	Retail/Office	40,000
13	Hotel	140
14	Retail/Office	36,000
15	Retail/Office	32,000
16	Multi-Family	104
17	City Hall	40,000
18	Entertainment	39,000
19	Restaurant	4,000

DESCRIPTION OF PROJECTS WITHIN THE TIRZ

As described further in **Section VI – Preliminary Financing Plan**, the TIRZ revenues applied to reduce the annual installments due under the PID. As described in the SAP, the Authorized Improvements (as defined in the SAP) will consist of the following:

The following table presents the costs of the Authorized Improvements:

Cost Category	Phase		Total
	1	2	
The Lakes - Landscaping	\$ 2,971,412	\$ -	\$ 2,971,412
Streets - Landscaping	\$ 1,972,340	\$ -	\$ 1,972,340
City Hall Landscaping	\$ 833,124	\$ -	\$ 833,124
Signage, Monumentation & Parking Lots	\$ 1,371,001	\$ -	\$ 1,371,001
Town Green	\$ 2,986,338	\$ -	\$ 2,986,338
Excavation, Water, Sewer, Drainage & Paving	\$ 3,645,895	\$ 630,000	\$ 4,275,895
Landscape, Hardscape, Site Furnishings, Lighting		\$ 155,000	\$ 155,000
Parking Lots	\$ 4,416,343	\$ -	\$ 4,416,343
Highway 79 Construction & Engineering	\$ 1,404,936	\$ -	\$ 1,404,936
Parking Garage #1	\$ -	\$ 4,567,500	\$ 4,567,500
Parking Garage #2	\$ -	\$ 1,522,500	\$ 1,522,500
Parking Garage #3	\$ -	\$ 4,567,500	\$ 4,567,500
Engineering	\$ 144,227	\$ 250,000	\$ 394,227
Contingency	\$ 678,713	\$ 78,500	\$ 757,213
Project Management Fee	\$ 1,835,672	\$ 588,550	\$ 2,424,222
Total	\$ 22,260,000	\$ 12,359,550	\$ 34,619,550

VI. PRELIMINARY FINANCING PLAN

PROPOSED TIRZ PROJECTS

Section 311.002 of the Tax Increment Financing Act defines project costs as "the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public Improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations."

PROJECT COSTS

- Capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
- Financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
- Real property assembly costs;
- Professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
- Imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
- Municipality or county in connection with the implementation of a project plan;
- Relocation costs;
- Organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
- Interest before and during construction and for one year after completion of construction, whether or not capitalized;
- The cost of operating the reinvestment zone and project facilities;
- The amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
- The costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and,

- Payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

METHOD OF FINANCING

The real property that makes up the TIRZ and the PID is expected to be developed in one or more phases with the PID financing Authorized Improvements as approved by the City. PID Special Assessments will be levied on Assessed Property (as defined in the SAP) within the PID. City owned and other non-benefitted property will not be subject to PID Special Assessments.

The City does not plan to issue TIRZ Bonds to finance the costs that make up the TIRZ Projects. Rather, the City will utilize a PID, as described in the SAP, secured by the PID Special Assessments on the Assessed Property to purchase through an installment sale the projects that represent the TIRZ Projects. After the creation of the TIRZ, and, if and when TIRZ Revenues become available as a result of real property improvements within the TIRZ, the resulting tax increment revenues within the TIRZ will, to the extent authorized by law, be used to offset PID annual installments for the benefit of the TIRZ Project Plan. It is agreed that the base taxable value for calculation of the TIRZ Revenues is \$0.

A summary of the funding sources for the TIRZ is presented below:

Jurisdiction	Tax Source	TIRZ Contribution Rate	Term
City of Hutto	Ad Valorem Taxes	60.0%	40 years
Williamson County*	Ad Valorem Taxes	50.0%	20 years
Hutto Economic Development Corporation	4B Sales Taxes	50.0%	30 years

* - Williamson County's TIRZ Contribution is subject to a maximum of \$5,500,000 and net of the County's Ad Valorem Rate Allocated to Debt Service

Projected TIRZ Revenues presented in the table below utilize the Concept Plan and estimated future assessed values and sales revenues as provided by the Developer:

TIRZ Year Ended	Projected Assessed Value	Ad Valorem Rate - City	Total City Ad Valorem TIRZ Revenues	Ad Valorem Rate - County Net of Debt Service Rate	Total County Ad Valorem TIRZ Revenues	Total Sales Revenue	EDC TIRZ Sales Tax Rate	Total EDC Sales Tax TIRZ Revenues	Total TIRZ Revenue Available
12/31/2018	\$ -	\$ 0.515171	\$ -	\$ 0.259029	\$ -	\$ -	0.25%	\$ -	\$ -
12/31/2019	\$ 15,849,000	\$ 0.515171	\$ 48,990	\$ 0.259029	\$ 20,527	\$ 7,188,000	0.25%	\$ 17,970	\$ 35,700
12/31/2020	\$ 32,754,600	\$ 0.515171	\$ 101,245	\$ 0.259029	\$ 42,422	\$ 14,855,200	0.25%	\$ 37,138	\$ 180,805
12/31/2021	\$ 55,999,800	\$ 0.515171	\$ 173,097	\$ 0.259029	\$ 72,528	\$ 25,397,600	0.25%	\$ 63,494	\$ 309,119
12/31/2022	\$ 140,880,000	\$ 0.515171	\$ 435,464	\$ 0.259029	\$ 182,460	\$ 47,920,000	0.25%	\$ 119,800	\$ 737,724
12/31/2023	\$ 144,402,000	\$ 0.515171	\$ 446,350	\$ 0.259029	\$ 187,022	\$ 49,118,000	0.25%	\$ 122,795	\$ 756,167
12/31/2024	\$ 148,012,050	\$ 0.515171	\$ 457,509	\$ 0.259029	\$ 191,697	\$ 50,345,950	0.25%	\$ 125,865	\$ 775,071
12/31/2025	\$ 151,712,351	\$ 0.515171	\$ 468,947	\$ 0.259029	\$ 196,489	\$ 51,604,599	0.25%	\$ 129,011	\$ 794,448
12/31/2026	\$ 155,505,160	\$ 0.515171	\$ 480,670	\$ 0.259029	\$ 201,402	\$ 52,894,714	0.25%	\$ 132,237	\$ 814,309
12/31/2027	\$ 159,392,789	\$ 0.515171	\$ 492,687	\$ 0.259029	\$ 206,437	\$ 54,217,082	0.25%	\$ 135,543	\$ 834,667
12/31/2028	\$ 163,377,609	\$ 0.515171	\$ 505,004	\$ 0.259029	\$ 211,598	\$ 55,572,509	0.25%	\$ 138,931	\$ 855,533
12/31/2029	\$ 167,462,049	\$ 0.515171	\$ 517,630	\$ 0.259029	\$ 216,888	\$ 56,961,821	0.25%	\$ 142,405	\$ 876,922
12/31/2030	\$ 171,648,600	\$ 0.515171	\$ 530,570	\$ 0.259029	\$ 222,310	\$ 58,385,867	0.25%	\$ 145,965	\$ 898,845
12/31/2031	\$ 175,939,815	\$ 0.515171	\$ 543,835	\$ 0.259029	\$ 227,868	\$ 59,845,514	0.25%	\$ 149,614	\$ 921,316
12/31/2032	\$ 180,338,311	\$ 0.515171	\$ 557,430	\$ 0.259029	\$ 233,564	\$ 61,341,651	0.25%	\$ 153,354	\$ 944,349
12/31/2033	\$ 184,846,768	\$ 0.515171	\$ 571,366	\$ 0.259029	\$ 239,403	\$ 62,875,193	0.25%	\$ 157,188	\$ 967,958
12/31/2034	\$ 189,467,938	\$ 0.515171	\$ 585,650	\$ 0.259029	\$ 245,388	\$ 64,447,072	0.25%	\$ 161,118	\$ 992,156
12/31/2035	\$ 194,204,636	\$ 0.515171	\$ 600,292	\$ 0.259029	\$ 251,523	\$ 66,058,249	0.25%	\$ 165,146	\$ 1,016,960
12/31/2036	\$ 199,059,752	\$ 0.515171	\$ 615,299	\$ 0.259029	\$ 257,811	\$ 67,709,706	0.25%	\$ 169,274	\$ 1,042,384
12/31/2037	\$ 204,036,246	\$ 0.515171	\$ 630,681	\$ 0.259029	\$ 264,257	\$ 69,402,448	0.25%	\$ 173,506	\$ 1,068,444
12/31/2038	\$ 209,137,152	\$ 0.515171	\$ 646,448	\$ 0.259029	\$ -	\$ 71,137,509	0.25%	\$ 177,844	\$ 824,292
12/31/2039	\$ 214,365,581	\$ 0.515171	\$ 662,610	\$ 0.259029	\$ -	\$ 72,915,947	0.25%	\$ 182,290	\$ 844,899
12/31/2040	\$ 219,724,720	\$ 0.515171	\$ 679,175	\$ 0.259029	\$ -	\$ 74,738,846	0.25%	\$ 186,847	\$ 866,022
12/31/2041	\$ 225,217,838	\$ 0.515171	\$ 696,154	\$ 0.259029	\$ -	\$ 76,607,317	0.25%	\$ 191,518	\$ 887,672
12/31/2042	\$ 230,848,284	\$ 0.515171	\$ 713,558	\$ 0.259029	\$ -	\$ 78,522,500	0.25%	\$ 196,306	\$ 909,864
12/31/2043	\$ 236,619,491	\$ 0.515171	\$ 731,397	\$ 0.259029	\$ -	\$ 80,485,562	0.25%	\$ 201,214	\$ 932,611
12/31/2044	\$ 242,534,978	\$ 0.515171	\$ 749,682	\$ 0.259029	\$ -	\$ 82,497,701	0.25%	\$ 206,244	\$ 955,926
12/31/2045	\$ 248,598,353	\$ 0.515171	\$ 768,424	\$ 0.259029	\$ -	\$ 84,560,144	0.25%	\$ 211,400	\$ 979,824
12/31/2046	\$ 254,813,312	\$ 0.515171	\$ 787,635	\$ 0.259029	\$ -	\$ 86,674,148	0.25%	\$ 216,685	\$ 1,004,320
12/31/2047	\$ 261,183,645	\$ 0.515171	\$ 807,325	\$ 0.259029	\$ -	\$ 88,841,001	0.25%	\$ 222,103	\$ 1,029,428
12/31/2048	\$ 267,713,236	\$ 0.515171	\$ 827,509	\$ 0.259029	\$ -	\$ 91,062,026	0.00%	\$ -	\$ 827,509
12/31/2049	\$ 274,406,067	\$ 0.515171	\$ 848,196	\$ 0.259029	\$ -	\$ 93,338,577	0.00%	\$ -	\$ 848,196
12/31/2050	\$ 281,266,218	\$ 0.515171	\$ 869,401	\$ 0.259029	\$ -	\$ 95,672,041	0.00%	\$ -	\$ 869,401
12/31/2051	\$ 288,297,874	\$ 0.515171	\$ 891,136	\$ 0.259029	\$ -	\$ 98,063,842	0.00%	\$ -	\$ 891,136
12/31/2052	\$ 295,505,321	\$ 0.515171	\$ 913,415	\$ 0.259029	\$ -	\$ 100,515,438	0.00%	\$ -	\$ 913,415
12/31/2053	\$ 302,892,954	\$ 0.515171	\$ 936,250	\$ 0.259029	\$ -	\$ 103,028,324	0.00%	\$ -	\$ 936,250
12/31/2054	\$ 310,465,277	\$ 0.515171	\$ 959,656	\$ 0.259029	\$ -	\$ 105,604,032	0.00%	\$ -	\$ 959,656
12/31/2055	\$ 318,226,909	\$ 0.515171	\$ 983,648	\$ 0.259029	\$ -	\$ 108,244,133	0.00%	\$ -	\$ 983,648
12/31/2056	\$ 326,182,582	\$ 0.515171	\$ 1,008,239	\$ 0.259029	\$ -	\$ 110,950,237	0.00%	\$ -	\$ 1,008,239
12/31/2057	\$ 334,337,147	\$ 0.515171	\$ 1,033,445	\$ 0.259029	\$ -	\$ 113,723,993	0.00%	\$ -	\$ 1,033,445
Totals			\$ 25,276,019		\$ 3,671,593			\$ 4,432,805	\$ 33,328,631

SALES TAX PROCEEDS CONTRIBUTION AGREEMENT

This Sales Tax Proceeds Contribution Agreement (“**Agreement**”) is made and entered into on the Effective Date by and between the Hutto Economic Development Corporation Type B (“**EDC**”) and the City of Hutto, Texas (“**City**”).

WHEREAS, the EDC collects certain sales taxes on applicable sales within the City of Hutto (“**City**”); and

WHEREAS, the proceeds of the collection of sales taxes by the EDC are intended to be used for economic development to benefit the City; and

WHEREAS, the co-op project described in the Amended and Restated Master Development Agreement dated May 18, 2018 between the City and 420 US 79, Ltd. (“**Development Agreement**”) for development of the project (“**Co-Op Project**”) is a mixed-use project in the center of the City intended to provide economic benefits and general improvements for the benefit of the citizens of the City; and

WHEREAS, the type of economic development in the Co-Op Project includes commercial retail, parks and residential development to encourage employment and the public welfare which fit within the purposes of the EDC; and

WHEREAS, dedication of a portion of the proceeds of the 4b sales tax revenues to the Co-Op Project would be beneficial to the economic development of the City and within the purposes of the EDC.

NOW, THEREFORE, the parties agree as follows:

1. Payment of Certain Funds. EDC agrees that funds determined based on a formula of fifty (50) percent of sales tax revenues received on sales within the boundary of the District shall be paid to the City for use to benefit District as and when sales tax proceeds are received by the EDC.
2. Time of Payment. Funds are received from the Texas Comptroller at the end of each calendar quarter. Within thirty (30) days after receipt of funds from sales taxes collected within the Co-Op Project, the EDC shall determine the amount of funds to be paid to the District and deposit the funds into a designated account designated by the City to offset assessments levied by the District as more fully described in the District’s service and assessment plan (the “SAP”). Funds will be paid only from funds received as proceeds of the sales tax payments and will be payable only after receipt of such payments.
3. Use of Funds. Funds received under this Agreement will be used by the City to offset the assessments levied by the District in order to provide proceeds to plan, develop and construct public and other improvements within the Co-Op Project.
4. Condition for the District to Continue Receiving Funds. The City will receive funds as provided in this Agreement for only so long as the developer under Development Agreement is

fully performing under the Development Agreement. If the developer is determined to be in default in performance of obligations under the Development Agreement, EDC will give notice to the District and the City and District will have ninety (90) days to provide evidence satisfactory to the EDC and the City that the developer is in compliance with the Development Agreement. Failure to provide such evidence to the satisfaction of the EDC will result in the termination of payments by the EDC to the City for the benefit of the District.

5. Termination of Agreement. This Agreement shall terminate thirty (30) years after the first payment by the EDC.

6. Entire Agreement. This Agreement contains the entire agreement between the parties as it pertains to payments to be made by EDC for the District and the conditions for such payments. This Agreement may only be amended, altered or revoked by written instrument signed by the parties hereto.

7. No Assignment. This Agreement may not be assigned by either party hereto without the prior written approval of the parties.

8. Notice.

Hutto Economic Development Corporation Type B
Attn: Chairman
401 W. Front Street
Hutto, Texas 78634

Hutto Co-Op Public Improvement District
c/o City of Hutto City Manager
401 W. Front Street
Hutto, Texas 78634

9. Applicable Law. This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in the state courts of Williamson County, Texas.

10. No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties.

11. Counterpart Copies. This Agreement may be executed in multiple counterparts each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument which may be sufficiently evidenced by one counterpart.

EXECUTED TO BE EFFECTIVE on this the 4th day of June, 2018, which shall be the Effective Date.

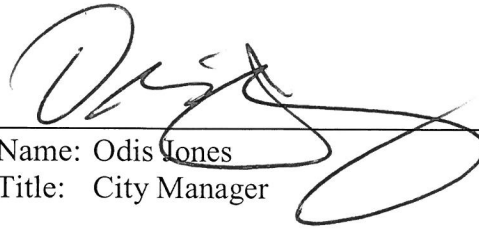
[Signature Page to Follow]

**HUTTO ECONOMIC DEVELOPMENT
CORPORATION TYPE B**



Chairman, Board of Directors, Hutto
Economic Development Corporation Type B

CITY OF HUTTO, TEXAS



Name: Odis Jones
Title: City Manager

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11A. **AGENDA DATE:** October 04, 2018

PRESENTED BY: Matthew Rector, PE, CFM - Executive
Director of Engineering and Public
Works

ITEM: Consideration and possible action on a resolution authorizing the City Manager to execute an annual contract with Texas Materials for the purchase of asphalt necessary for street repairs and maintenance. (Matt Rector)

STRATEGIC GUIDE POLICY: Infrastructure & Growth

ITEM BACKGROUND:

The city's budget for street repair materials will continue to grow as public works staff continue to pave and repair streets internally rather than contracting out the work. As a result the expenditures for asphalt will exceed the normal limitations and therefore a contract is recommended. The provision of asphalt was sent out to the public as an invitation for bids (IFB). Ten organizations downloaded the documents. Only two organizations submitted bids. One of those submittals was considered incomplete or non-responsive. Therefore the remaining bid is being recommended for award.

BUDGETARY AND FINANCIAL SUMMARY:

The expenditures for this contract will fall under the CIP item for street repairs. That CIP item is listed as \$500,000 for 2019.

The bid indicates that the company will charge the following as needed/requested by the city.

\$200 delivery charge per load

\$58 per ton of Type D asphalt

\$59 per ton of Type C asphalt

\$65 per ton of Hot-Mix Cold-Laid asphalt.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends the award of the contract to Texas Materials.

SUPPORTING MATERIAL:

1. [Resolution](#)
2. [Bid Information](#)

RESOLUTION NO. R-18

A RESOLUTION AUTHORIZING THE CITY MANAGER TO execute a contract with Texas Materials for asphalt materials.

WHEREAS, the City of Hutto is self performing a large portion of street repairs and maintenance, and;

WHEREAS, the expenditures for asphalt will continue to increase, and;

WHEREAS, the City desires to improve the cost of materials and deliver of asphalt, and;

WHEREAS, the City wishes to engage Tank Builders, Inc. to provide asphalt for said improvements.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS THAT, the Hutto City Council hereby authorizes the City Manager to enter into a contract with Texas Materials to provide asphalt related to City of Hutto street pavement, maintenance and repairs.

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

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the _____ day of _____, 2018.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary



MEMO

To: City Administration

From: Ryan Morgan, Finance Department

Date: 9/19/2018

Subject: IFB I8-09 Asphalt Materials

The City of Hutto published an Invitation For Bid (IFB) beginning 8/28/2018 and closed the bid opportunity on 9/14/2018 at 1:00PM CST. Ten organizations downloaded the documents pertaining to this bid from BidNetDirect.com. Century Asphalt and Texas Materials submitted bids prior to the deadline.

Century Asphalt submitted a bid for Hot Mix Type D, "Picked Up At Plant" only. Century Asphalt did not provide a bid for Hot-Mix Type C, Hot-Mix Cold-Laid Asphalt, or delivery services as requested in the IFB. Century Asphalt's bid did not provide the material and services requested in the bid invitation.

Texas Materials provided a bid for all requested materials and correlating delivery services. Therefore, Texas Materials was the lowest, responsible bidder and the bidder who provides goods and services at the best value to the City of Hutto.

Staff recommends awarding IFB I8-09 Asphalt Materials to Texas Materials, Cedar Park, Texas.

Taylor Press

INVITATION TO BID

The City of Hutto is soliciting sealed submittals addressed to Purchasing, 401 W. Front Street, Hutto, Texas 78634 as outlined below:

Invitation to Bid 18-09 Asphalt

All specification documents for this project may be examined and downloaded at www.texasbidsystem.com. Registration is required to access documents. Addendums can only be picked up at the above site. It is the responsibility of interested firms to check the site for the issuance of any addendums.

Sealed Bids shall be received by the Purchasing Office, City of Hutto, 401 W. Front Street, Hutto, Texas 78634 no later than Friday, September 14, 2018 at 1:00 p.m. local time. Submittals will be publically opened and read at that time in the City Council Chambers. Any responses received after scheduled opening time will be returned unopened. Email or fax responses will not be accepted.

The bid will be awarded to the lowest, responsible bidder(s) or the bidder(s) who provides goods and services at the best value to the City of Hutto.

THE CITY, IN ACCORDANCE WITH LAW, RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. The City shall be the sole judge of "responsible" and "best value" and this determination shall be final except in cases of a clear definitive showing that such determination is arbitrary, capricious, and unreasonable.

For any questions contact Ryan Morgan, General Services Manager at 512-759-4059 or at Ryan.Morgan@HuttoTX.gov.

City of Hutto

Bid Log Sheet

Project: IFB 18-09 Asphalt Materials

Facilitator: Ryan Morgan

Witness: Lindsay Strothman

Date: Friday, September 14, 2018

Time: 1:00PM CST

Place/Room: City Hall- Council Chambers

Company Name	Received	Bid Summary
1. Century Asphalt	FedEx on 9-11-2018	Type D only \$48.50/ton
2. Texas Materials	In person on 9-13-2018	\$200 delivery charge Type D \$58/ton Type C \$59/ton Hot-Mix Cold-Laid \$65/ton



Ryan Morgan



Lindsay Strothman

Solicitation Audit

Created by: Ryan Morgan
Created on: 09/19/2018 08:02 AM CDT
Solicitation: 18-09 - Asphalt Paving Materials 18-09

Solicitation Notice Audit

Basic Information

Title	Asphalt Paving Materials 18-09	
Solicitation Number	18-09	Contact Information
Reference Number	0000198069	Ryan Morgan
Solicitation Type	IFB - Invitation for Bid (Formal)	5127594059
Issuing Organization	City of Hutto	ryan.morgan@huttotx.gov
Owner Organization		
Status	Closed	

Status History

Solicitation Status	Modified by	Date
Draft	Ryan Morgan	08/28/2018 05:57 PM CDT
Publication	Ryan Morgan	08/28/2018 06:03 PM CDT
Closed	Ryan Morgan	09/14/2018 01:00 PM CDT

Document History

Original Solicitation

Document	Size	Uploaded Date	Language
Bid 18-09 Asphalt.pdf [pdf]	158 Kb	08/28/2018 05:59 PM CDT	English

Solicitation Supplier Audit - All Suppliers

Organization Name	Org. Number	Main Contact	Opportunity Matched	Document Download	Bid Submitted	Bid Submission Type
Ace Asphalt of Arizona, Inc.	62733	Travis Berry	Yes	None	No	
Altus Traffic Management	90760	Gloria Ferguson	Yes	None	No	
American Pavement Preservation	541539	Corinne Packard	Yes	None	No	
Asphalt Patch Enterprises, Inc.	895993	Glenn Wenzel	Yes	None	No	
Asphalt Patch Enterprises, Inc.	716780	Glenn Wenzel	Yes	None	No	
Asphalt Restore Corps	718990	Nelson Thibodeaux	Yes	None	No	
Bennett Paving, Inc.	64723	Christina Rountree	Yes	None	No	
C & N Hydrotesting dba Cherokee Testing & Inspection	730959	Jim Steede	Yes	None	No	
CBI	1044200	Kathleen Admin	No	Complete	No	
Central Transportation Systems	1071558	Joy L Jamail	No	Complete	No	
Century Asphalt, Ltd.	761668	Chrystal D Zink	Yes	Complete	No	
colorado materials, ltd.	60914	donald snider	Yes	None	No	
Dean Word Co., Ltd.	686421	Dean Word III	Yes	None	No	
Deery American Corporation/CRAFCO	60229	Angie Hoaglin	Yes	None	No	
Galo Materials	698701	Anthony B Galo Jr.	Yes	None	No	
Green Dream International LLC	806044	Victor Vincent	No	Complete	No	
I E Consulting	96763	Richard Harrison	Yes	None	No	
INTERNATIONAL ROADWAY RESEARCH	60246	LINDA TRAHAN	Yes	None	No	
INTERNATIONAL ROADWAY RESEARCH	853257	LINDA TRAHAN	No	Complete	No	
JAG TRUCKING, INC.	61257	Gilly Quiroz	Yes	None	No	
Kirkland Construction, LLLP	89553	Baxter Kirkland	Yes	None	No	
Lone Star Paving	520057	Paul Brown	Yes	None	No	
Mica Rentals dba The Outhouse Company	845348	Courtney Mica	Yes	None	No	
Muniz Concrete & Contracting Inc.	61843	Lonny Rodriguez	Yes	None	No	
North America Procurement Council, Inc. PBC	1006665	Lyra de Asis	No	Complete	No	
R.L. Jones LP	60918	Maria Schneider	Yes	None	No	
Right Pointe Company	62190	Larry Fagerlund	Yes	None	No	
Strategic Partnerships, Inc.	530571	Kirk Yoshida	Yes	None	No	
Technology dba The EZ STREET Company	262937	Jessica Sanchez	No	Complete	No	

Organization Name	Org. Number	Main Contact	Opportunity Matched	Document Download	Bid Submitted	Bid Submission Type
Texas Materials	1072766	Bailey Lewis	No	Complete	No	
Tierra Lease Service, LLC	1049866	Thomas Pena	No	Complete	No	
United Engineering & Machine	952392	Richard Mullins	Yes	None	No	
Whittaker Brothers	640974	Roland Whittaker	No	Complete	No	
WJC Constructors Services, LLC	832794	Farrah G Cook	Yes	None	No	

No bids have been submitted to this solicitation and no document requests have been made.

Solicitation Task Assignments Audit

Assignee Name	Assigner Name	Date	Task	Previous Value	New Value
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No entries

Century Asphalt

August 28, 2018

Bid No. 18-09

INVITATION TO BID

Bids marked **“SEALED BID – IFB 18-09 ASPHALT”** will be received at the Purchasing Department, City Hall, 401 W Front St., Hutto, Texas until 1:00 P.M. on September 14, 2018.

Asphalt
AS PER ATTACHED SPECIFICATIONS
F.O.B. HUTTO, TEXAS, DESTINATION POINT

All specification documents for this project may be examined and downloaded at www.bidnetdirect.com/texas . Registration is required to access documents. Addendums can only be picked up at the above site. It is the responsibility of interested firms to check the site for the issuance of any addendums.

All bids will be publicly opened and read if received by the above stated time, place, and date. Any bid received after the time set for the opening thereof will be returned to the bidder unopened.

The bid will be awarded to the lowest, responsible bidder or the bidder who provides goods and services at the best value to the City of Hutto.

THE CITY, IN ACCORDANCE WITH LAW, RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. The City shall be the sole judge of “responsible” and “best value” and this determination shall be final except in cases of a clear definitive showing that such determination is arbitrary, capricious, and unreasonable.

Bid No. 18-09

1. Intent of Invitation

In accordance with the attached specifications, it is the intent of this formal Invitation to Bid to receive bids from qualified bidders for asphalt materials for a period of 12 months beginning with City Council approval and renewable annually upon mutual agreement.

2. Notice of Award

Award of contract will be by "Letter of Award" issued by the City of Hutto. Actual purchases will be made by Purchase Orders releases issued as requirements arise.

The items or services described herein, shall be purchased from the lowest, responsible bidder(s) submitting a bid or the bidder(s) providing goods or services at the "**best value**" for the City of Hutto; or, if appropriate, all bids will be rejected. The determination as to which bidder(s) submitted the responsible and "**best value**" bid shall rest solely with the City, and shall be based on the lowest total cost to the City. In making this decision, the initial purchase price plus the following items will be considered.

- a. Scheduled delivery times.
- b. Facilities of the supplier; it must have facilities adequate to service what he/she sells.
- c. Past performance of the supplier and manufacturer concerning such things as meeting scheduled delivery times and parts and service support, both before and after warranty.
- d. Proximity of plant to the City of Hutto.
- e. The quality of the bidder's goods or services.
- f. The extent to which the goods or services meet the City of Hutto needs.
- g. The total long-term cost to the City of Hutto to acquire the bidder's goods or services.

3. Deliveries

Deliveries are to be made periodically during the contract period as requested by the City on our Release Orders. Temperature of hot mix asphalt shall be delivered at a minimum of 275 degrees Fahrenheit.

Deliveries shall be made to the various locations in the City of Hutto within three (3) working days after vendor is notified of the City's needs.

The City of Hutto reserves the right to request additional road materials and/or oils at the same price for the same period of contract (12 months).

4. Prices

Prices are to be submitted on both: (1) prices F.O.B. Hutto, Texas and (2) prices if materials are picked up at the plant.

5. Insurance Requirements

EXHIBIT

INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Public Works Director, 1 copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City of Hutto must be listed as an additional insured on the General Liability and Auto Liability policies by endorsement, and a waiver of subrogation is required on all applicable policies including Workers' Compensation. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000

- A. In the event of accidents of any kind related to this agreement, Contractor must furnish the City of Hutto with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices required by this exhibit shall be given to City at City Hall, Hutto, TX:
- D. Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- List the City of Hutto and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Hutto where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City. An All States Endorsement will be required for companies not domiciled in Texas; and

- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's work should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Hutto for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

III. Extension of Contract

The City of Hutto reserves the right to extend the contract on an annual basis upon mutual agreement of the parties.

IV. TERMINATION OF CONTRACT:

This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful offerer must state therein the reasons for such cancellation. The City of Hutto reserves the right to award cancelled contract to next best offerer as it deems to be in the best interest of the City of Hutto.

V. Termination for Default:

The City of Hutto reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City of Hutto in the event of breach or default of this contract. The City of Hutto reserves the right to terminate the contract immediately in the event the successful offerer fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted proposal.

VI. Breach of Contract:

Breach of contract or default authorizes the City of Hutto to award to another offeror, purchase elsewhere and charge the full increase in cost to the defaulting offeror.

VII. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

The City of Hutto recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- A) Requesting Price Adjustment: Upon written request of the Vendor to the Purchasing Manager, the City may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The City of Hutto Purchasing Manager retains the right to determine whether or not such proposed price changes are in the best interest of the City.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The City may only grant a price increase if the evidence presented is deemed reliable. Should the City allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- B) Price Reduction: Vendor shall notify the City of Hutto at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the

market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the City of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the City of Hutto shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- C) Timeframe for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the City in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The City Purchasing Department shall have sole discretion whether to grant the price increase extension. The City too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the City to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- D) Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the City may at its own discretion, conduct temporary price adjustment reviews at any time. The City Purchasing Agent and/or the City Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- E) Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

MINIMUM SPECIFICATIONS

HOT MIX

1. Hot Mix Types C & D
2. TxDOT Item 334 Hot Mix Cold-Laid Asphalt of 2014 Standard Specifications
3. TxDOT Item 340/341 Dense-Graded Hot Mix Asphalt of 2014 Standard Specifications

GENERAL CONDITIONS FOR BIDS

**** READ CAREFULLY ****

1. THE BID PACKAGE FILED IN THE PURCHASING DEPARTMENT AND THE INFORMATION CONTAINED WITHIN IS THE ONLY AUTHORIZATION TO PROVIDE THE OUTLINED MATERIALS, ITEMS OR SERVICES REQUESTED UNDER THIS BID BY ANY COMPANY.
2. BIDS MUST BE IN A SEALED ENVELOPE CLEARLY MARKED "SEALED BID- ASPHALT 18-09"
3. The City of Hutto will accept bids submitted on bid forms provided by the City of Hutto only. Bids submitted on other forms, other than those provided by the City, will be considered non-responsive and will not be included for further evaluation.

Unless otherwise stated in the specifications, all prices will be considered firm for acceptance within sixty days of bid opening. Any exception to this must be so stated on the face of offer.

4. The City of Hutto is exempt from all Federal Excise Taxes and also from State and City Sales Tax, under authority of Chapter 20, Title 122A, Revised Civil Statutes of Texas. Properly executed exemption certificates will be furnished on request.
5. PRICES MUST BE ITEMIZED.
6. Preference will be given when prices quoted are F.O.B. delivered with all transportation charges prepaid. Unless otherwise stated, all items shall be considered as F.O.B. delivered.

The City of Hutto will pay for articles or services purchased under this bid within thirty days after proper delivery and receipt of correct and proper invoice. In case of a discrepancy between the unit price and the extension, the unit price will be taken.

The City of Hutto reserves the right to remove a company from any commodity index for (1) continued failure to respond when approached, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, and (4) failure to maintain a competitive position on a particular commodity group.

7. ALL BIDS MUST BE SIGNED BY HAND.
8. The successful bidder must be capable of handling all bid and delivery requirements. The successful bidder must prove that he/she is duly capable of performing all services and/or delivering items awarded.

9. A bidder may be rejected for non-performance or a bad performance record.
10. The City of Hutto reserves the right to waive any informality in the bid documents.
11. Questions: Any questions about this bid package shall be submitted by email , to City of Hutto, Purchasing Department, Ryan.Morgan@HuttoTX.gov
12. EQUAL EMPLOYMENT OPPORTUNITY: THE CITY OF HUTTO DOES NOT DISCRIMINATE BECAUSE OF RACE, CREED, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, OR ON THE BASIS OF DISABILITY.

August 28, 2018

Bid No. 18-09

CITY OF HUTTO
BID FORM

This form must be completed and returned as part of your bid.

Do not include Federal Tax or State Sales Tax. The necessary exemption certificates will be issued upon request.

BY SUBMITTING THIS BID, THE BIDDER CONFIRMS THAT HE/SHE HAS READ THE ENTIRE BID PACKAGE AND ACCEPTS ALL TERMS AND CONDITIONS OF THE BID PACKAGE.

In accordance with the terms of your Invitation to Bid, your conditions, and with full knowledge of the terms of your contract, we agree to furnish and deliver to the City of Hutto paving asphalt. We also understand that amounts shown are estimated and may vary, more or less, during the contract period.

This form must be completed and returned as part of your bid.

Do not include Federal Tax or State Sales Tax. The necessary exemption certificates will be issued upon request.

BY SUBMITTING THIS BID, THE BIDDER CONFIRMS THAT HE/SHE HAS READ THE ENTIRE BID PACKAGE AND ACCEPTS ALL TERMS AND CONDITIONS OF THE BID PACKAGE.

In accordance with the terms of your Invitation to Bid, your conditions, and with full knowledge of the terms of your contract, we agree to furnish and deliver to the City of Hutto paving asphalt for the period commencing September 2018 and continuing. This will be an annually renewable contract. We also understand that amounts shown are estimated and may vary, more or less, during the contract period.

5,000 TONS *(estimated annual total)*

HOT MIX TYPE D (2014 TXDOT SPECIFICATIONS)

TOTAL DELIVERED PRICE F.O.B. N/A
TO HUTTO, TEXAS \$ _____

PICKED UP AT PLANT 48.50
\$ _____

5,000 TONS (estimated annual total)
HOT MIX TYPE C (2014 TXDOT SPECIFICATIONS)

TOTAL DELIVERED PRICE F.O.B
TO HUTTO, TEXAS \$ N/A

PICKED UP AT PLANT \$ N/A

1,000 TONS (estimated annual total)
HOT-MIX COLD-LAID ASPHALT (2014 TXDOT SPECIFICATION ITEM 334)

TOTAL DELIVERED PRICE F.O.B
TO HUTTO, TEXAS \$ N/A

PICKED UP AT PLANT \$ N/A

TIME NEEDED FOR DELIVERY: 3 DAYS. (TRUCK)
HOW MUCH NOTICE DO YOU NEED IF CITY PICKS UP MATERIALS AT YOUR
PLANT? 3 DAYS

ADDRESS AND LOCATION OF YOUR
PLANT 4901 S. US 281, Burnet TX 78611

****CHARGES NOT CLEARLY STATED WILL NOT BE HONORED AFTER BID
IS AWARDED!**

I certify that I understand the specifications, have read the document in its entirety and that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. I further certify and agree to furnish any or all products/services at the price offered, and upon conditions contained in the specifications of the Invitation to Bid.

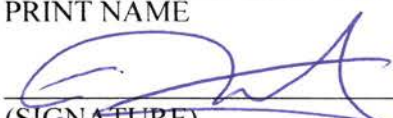
DATED THIS 10th DAY OF September, 2018.

Century Asphalt, Ltd.

BIDDING FIRM

BY: Derek Angel

PRINT NAME


(SIGNATURE)

ADDRESS: P.O. Box 187, Houston, TX 77001

TELEPHONE: 713-292-2868

FAX: 713-292-2885

E-MAIL: derek@centuryasphalt.com

August 28, 2018

Bid No. 18-09

INVITATION TO BID

Bids marked “**SEALED BID – IFB 18-09 ASPHALT**” will be received at the Purchasing Department, City Hall, 401 W Front St., Hutto, Texas until 1:00 P.M. on September 14, 2018.

Asphalt
AS PER ATTACHED SPECIFICATIONS
F.O.B. HUTTO, TEXAS, DESTINATION POINT

All specification documents for this project may be examined and downloaded at www.bidnetdirect.com/texas . Registration is required to access documents. Addendums can only be picked up at the above site. It is the responsibility of interested firms to check the site for the issuance of any addendums.

All bids will be publicly opened and read if received by the above stated time, place, and date. Any bid received after the time set for the opening thereof will be returned to the bidder unopened.

The bid will be awarded to the lowest, responsible bidder or the bidder who provides goods and services at the best value to the City of Hutto.

THE CITY, IN ACCORDANCE WITH LAW, RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. The City shall be the sole judge of “responsible” and “best value” and this determination shall be final except in cases of a clear definitive showing that such determination is arbitrary, capricious, and unreasonable.

1. Intent of Invitation

In accordance with the attached specifications, it is the intent of this formal Invitation to Bid to receive bids from qualified bidders for asphalt materials for a period of 12 months beginning with City Council approval and renewable annually upon mutual agreement.

2. Notice of Award

Award of contract will be by "Letter of Award" issued by the City of Hutto. Actual purchases will be made by Purchase Orders releases issued as requirements arise.

The items or services described herein, shall be purchased from the lowest, responsible bidder(s) submitting a bid or the bidder(s) providing goods or services at the "**best value**" for the City of Hutto; or, if appropriate, all bids will be rejected. The determination as to which bidder(s) submitted the responsible and "**best value**" bid shall rest solely with the City, and shall be based on the lowest total cost to the City. In making this decision, the initial purchase price **plus** the following items will be considered.

- a. Scheduled delivery times.
- b. Facilities of the supplier; it must have facilities adequate to service what he/she sells.
- c. Past performance of the supplier and manufacturer concerning such things as meeting scheduled delivery times and parts and service support, both before and after warranty.
- d. Proximity of plant to the City of Hutto.
- e. The quality of the bidder's goods or services.
- f. The extent to which the goods or services meet the City of Hutto needs.
- g. The total long-term cost to the City of Hutto to acquire the bidder's goods or services.

3. Deliveries

Deliveries are to be made periodically during the contract period as requested by the City on our Release Orders. Temperature of hot mix asphalt shall be delivered at a minimum of 275 degrees Fahrenheit.

Deliveries shall be made to the various locations in the City of Hutto within three (3) working days after vendor is notified of the City's needs.

The City of Hutto reserves the right to request additional road materials and/or oils at the same price for the same period of contract (12 months).

4. Prices

Prices are to be submitted on both: (1) prices F.O.B. Hutto, Texas and (2) prices if materials are picked up at the plant.

5. Insurance Requirements

EXHIBIT

INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Public Works Director, 1 copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City of Hutto must be listed as an additional insured on the General Liability and Auto Liability policies by endorsement, and a waiver of subrogation is required on all applicable policies including Workers' Compensation. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000

- A. In the event of accidents of any kind related to this agreement, Contractor must furnish the City of Hutto with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices required by this exhibit shall be given to City at City Hall, Hutto, TX:
- D. Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- List the City of Hutto and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Hutto where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City. An All States Endorsement will be required for companies not domiciled in Texas; and

- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's work should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Hutto for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

III. Extension of Contract

The City of Hutto reserves the right to extend the contract on an annual basis upon mutual agreement of the parties.

IV. TERMINATION OF CONTRACT:

This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful offerer must state therein the reasons for such cancellation. The City of Hutto reserves the right to award cancelled contract to next best offerer as it deems to be in the best interest of the City of Hutto.

V. Termination for Default:

The City of Hutto reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City of Hutto in the event of breach or default of this contract. The City of Hutto reserves the right to terminate the contract immediately in the event the successful offerer fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted proposal.

VI. Breach of Contract:

Breach of contract or default authorizes the City of Hutto to award to another offeror, purchase elsewhere and charge the full increase in cost to the defaulting offeror.

VII. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

The City of Hutto recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- A) Requesting Price Adjustment: Upon written request of the Vendor to the Purchasing Manager, the City may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The City of Hutto Purchasing Manager retains the right to determine whether or not such proposed price changes are in the best interest of the City.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The City may only grant a price increase if the evidence presented is deemed reliable. Should the City allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- B) Price Reduction: Vendor shall notify the City of Hutto at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the

market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the City of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the City of Hutto shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- C) Timeframe for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the City in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The City Purchasing Department shall have sole discretion whether to grant the price increase extension. The City too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the City to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- D) Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the City may at its own discretion, conduct temporary price adjustment reviews at any time. The City Purchasing Agent and/or the City Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- E) Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

MINIMUM SPECIFICATIONS

HOT MIX

- 1. Hot Mix Types C & D**
- 2. TxDOT Item 334 Hot Mix Cold-Laid Asphalt of 2014 Standard Specifications**
- 3. TxDOT Item 340/341 Dense-Graded Hot Mix Asphalt of 2014 Standard Specifications**

August 28, 2018

Bid No. 18-09

CITY OF HUTTO
BID FORM

This form must be completed and returned as part of your bid.

Do not include Federal Tax or State Sales Tax. The necessary exemption certificates will be issued upon request.

BY SUBMITTING THIS BID, THE BIDDER CONFIRMS THAT HE/SHE HAS READ THE ENTIRE BID PACKAGE AND ACCEPTS ALL TERMS AND CONDITIONS OF THE BID PACKAGE.

In accordance with the terms of your Invitation to Bid, your conditions, and with full knowledge of the terms of your contract, we agree to furnish and deliver to the City of Hutto paving asphalt. We also understand that amounts shown are estimated and may vary, more or less, during the contract period.

This form must be completed and returned as part of your bid.

Do not include Federal Tax or State Sales Tax. The necessary exemption certificates will be issued upon request.

BY SUBMITTING THIS BID, THE BIDDER CONFIRMS THAT HE/SHE HAS READ THE ENTIRE BID PACKAGE AND ACCEPTS ALL TERMS AND CONDITIONS OF THE BID PACKAGE.

In accordance with the terms of your Invitation to Bid, your conditions, and with full knowledge of the terms of your contract, we agree to furnish and deliver to the City of Hutto paving asphalt for the period commencing September 2018 and continuing. This will be an annually renewable contract. We also understand that amounts shown are estimated and may vary, more or less, during the contract period.

**5,000 TONS (estimated annual total)
HOT MIX TYPE D (2014 TXDOT SPECIFICATIONS)**

TOTAL DELIVERED PRICE F.O.B
TO HUTTO, TEXAS

\$ 200.00 PER LOAD * PRICE
EXCLUDES
MATERIAL

PICKED UP AT PLANT

\$ 58.00 PER TON

* YOUR PER LOAD PRICE PLUS MATERIAL PRICE AT THE
PLANT EQUALS YOUR DELIVERED PRICE.

GENERAL CONDITIONS FOR BIDS

**** READ CAREFULLY ****

1. THE BID PACKAGE FILED IN THE PURCHASING DEPARTMENT AND THE INFORMATION CONTAINED WITHIN IS THE ONLY AUTHORIZATION TO PROVIDE THE OUTLINED MATERIALS, ITEMS OR SERVICES REQUESTED UNDER THIS BID BY ANY COMPANY.
2. BIDS MUST BE IN A SEALED ENVELOPE CLEARLY MARKED "SEALED BID- ASPHALT 18-09"
3. The City of Hutto will accept bids submitted on bid forms provided by the City of Hutto only. Bids submitted on other forms, other than those provided by the City, will be considered non-responsive and will not be included for further evaluation.

Unless otherwise stated in the specifications, all prices will be considered firm for acceptance within sixty days of bid opening. Any exception to this must be so stated on the face of offer.

4. The City of Hutto is exempt from all Federal Excise Taxes and also from State and City Sales Tax, under authority of Chapter 20, Title 122A, Revised Civil Statutes of Texas. Properly executed exemption certificates will be furnished on request.
5. PRICES MUST BE ITEMIZED.
6. Preference will be given when prices quoted are F.O.B. delivered with all transportation charges prepaid. Unless otherwise stated, all items shall be considered as F.O.B. delivered.

The City of Hutto will pay for articles or services purchased under this bid within thirty days after proper delivery and receipt of correct and proper invoice. In case of a discrepancy between the unit price and the extension, the unit price will be taken.

The City of Hutto reserves the right to remove a company from any commodity index for (1) continued failure to respond when approached, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, and (4) failure to maintain a competitive position on a particular commodity group.

7. ALL BIDS MUST BE SIGNED BY HAND.
8. The successful bidder must be capable of handling all bid and delivery requirements. The successful bidder must prove that he/she is duly capable of performing all services and/or delivering items awarded.

9. A bidder may be rejected for non-performance or a bad performance record.
10. The City of Hutto reserves the right to waive any informality in the bid documents.
11. Questions: Any questions about this bid package shall be submitted by email , to City of Hutto, Purchasing Department, Ryan.Morgan@HuttoTX.gov
12. EQUAL EMPLOYMENT OPPORTUNITY: THE CITY OF HUTTO DOES NOT DISCRIMINATE BECAUSE OF RACE, CREED, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, OR ON THE BASIS OF DISABILITY.

5,000 TONS (estimated annual total)
HOT MIX TYPE C (2014 TXDOT SPECIFICATIONS)

TOTAL DELIVERED PRICE F.O.B
TO HUTTO, TEXAS

\$ 200.00 PER LOAD * PRICE EXCLUDES MATERIAL

PICKED UP AT PLANT

\$ 59.00 PER TON

* YOUR PER LOAD PRICE PLUS MATERIAL PRICE AT THE PLANT
EQUALS YOUR DELIVERED PRICE.

1,000 TONS (estimated annual total)

HOT-MIX COLD-LAID ASPHALT (2014 TXDOT SPECIFICATION ITEM 334)

TOTAL DELIVERED PRICE F.O.B
TO HUTTO, TEXAS

\$ 200.00 * PRICE EXCLUDES MATERIAL

PICKED UP AT PLANT

\$ 65.00 PER TON

* YOUR PER LOAD PRICE PLUS MATERIAL PRICE AT THE PLANT
EQUALS YOUR DELIVERED PRICE.

TIME NEEDED FOR DELIVERY: ONE (1) DAYS. (TRUCK)

HOW MUCH NOTICE DO YOU NEED IF CITY PICKS UP MATERIALS AT YOUR
PLANT? ONE (1) DAY

ADDRESS AND LOCATION OF YOUR

PLANT 11729 W. Hwy 29, LIBERTY HILL, TX OR 14201 Little Rd, Manor, TX

****CHARGES NOT CLEARLY STATED WILL NOT BE HONORED AFTER BID
IS AWARDED!**

I certify that I understand the specifications, have read the document in its entirety and that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. I further certify and agree to furnish any or all products/services at the price offered, and upon conditions contained in the specifications of the Invitation to Bid.

DATED THIS 13th DAY OF September, 2018.

Texas MATERIALS
BIDDING FIRM

BY: Bailey Lewis
PRINT NAME

[Signature]
(SIGNATURE)

ADDRESS: 1320 Arrow Point Dr., Ste 600, Cedar Park, TX
TELEPHONE: (254) 230-7378 78613

FAX: _____

E-MAIL: Bailey.Lewis@TexasMaterials.com

Ryan Morgan

From: Lewis, Bailey (Texas Materials) <bailey.lewis@texasmaterials.com>
Sent: Tuesday, September 18, 2018 9:37 AM
To: Ryan Morgan
Subject: RE: [EXT] RE: Bid 18-09 Asphalt

Ryan,

The delivery price was bid for you to take delivery of minimum orders. Meaning as low as 1/Tn and a maximum of 22/TN End dump loads. I didn't bid it for belly dump loads but we will work with you if it involves a full day's work. It's difficult for me to find work for a belly dump mid-day if they get cut off after one load and trucks will not show up if I cannot promise that. Belly dump work is a specialized delivery method.

I bid your projects out of our Seward Junction plant (26 miles), the Manor plant (20 miles), and our S. Austin Plant (26 miles). This will provide you with the best possible availability as a hedge against the unforeseen.

Bailey Lewis

Asphalt Sales Manager

Texas Materials
A CRH Company

Office: 512-861-7100

Cell: 254-230-7378

Bailey.lewis@texasmaterials.com

From: Ryan Morgan [mailto:ryan.morgan@HuttoTX.gov]
Sent: Tuesday, September 18, 2018 9:25 AM
To: Lewis, Bailey (Texas Materials) <bailey.lewis@texasmaterials.com>
Cc: Anthony Host <Anthony.Host@HuttoTX.gov>; Matt Rector <Matt.Rector@HuttoTX.gov>; Mark Nunez <Mark.Nunez@HuttoTX.gov>
Subject: [EXT] RE: Bid 18-09 Asphalt

Bailey,

We have reviewed the bids for the asphalt, it appears Texas Materials is the lowest qualified bid. We do have a couple of questions that need answers before we can award the bid:

1. The \$200 per load delivery fee, what size load does this include?
2. When delivering, will it be an end dump or belly dump?
3. Is the South Austin plant available for this agreement?
4. If South Austin is not available, can the Manor plant fulfill all of our requests?

Thank you,



Ryan Morgan
General Services Manager
Finance Department

T: (512) 759-4059
E: Ryan.Morgan@HuttoTX.gov
W: www.huttotx.gov

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From: Lewis, Bailey (Texas Materials) <bailey.lewis@texasmaterials.com>
Sent: Tuesday, September 18, 2018 8:06 AM
To: Ryan Morgan <ryan.morgan@HuttoTX.gov>
Subject: RE: [EXT] RE: Bid 18-09 Asphalt

So as of now you have not identified the apparent low bidder?

Bailey Lewis
Asphalt Sales Manager
Texas Materials
A CRH Company
Office: 512-861-7100
Cell: 254-230-7378
Bailey.lewis@texasmaterials.com

From: Ryan Morgan [<mailto:ryan.morgan@HuttoTX.gov>]
Sent: Tuesday, September 18, 2018 8:05 AM
To: Lewis, Bailey (Texas Materials) <bailey.lewis@texasmaterials.com>
Subject: [EXT] RE: Bid 18-09 Asphalt

I have a 9am meeting with Public Works regarding the bids, I imagine we will be issuing an award letter today.

Thank you,



Ryan Morgan
General Services Manager
Finance Department

T: (512) 759-4059
E: Ryan.Morgan@HuttoTX.gov
W: www.huttotx.gov

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From: Lewis, Bailey (Texas Materials) <bailey.lewis@texasmaterials.com>
Sent: Tuesday, September 18, 2018 8:01 AM
To: Ryan Morgan <ryan.morgan@HuttoTX.gov>
Subject: Bid 18-09 Asphalt

Ryan,

Did the City of Hutto release bid tabs on the above mentioned?

Bailey Lewis

Asphalt Sales Manager

Texas Materials

A CRH Company

Office: 512-861-7100

Cell: 254-230-7378

Bailey.lewis@texasmaterials.com

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CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11B.

AGENDA DATE: October 04, 2018

PRESENTED BY:

ITEM:

Consideration and possible action on resolution regarding amended agreements between River Creek Development Corporation and others regarding developer financing of the Co-Op Project, including, a construction contract, and interlocal agreement, a loan agreement, continuing disclosure agreement and other agreements related to financing of the Co-Op Project. (City Attorney)

STRATEGIC GUIDE POLICY: Infrastructure & Growth

ITEM BACKGROUND:

The resolution is due to changes in the structure of the financing proposed by the developer of the Co-Op project. These changes include the creation of the River Creek Development Corporation, a special purpose corporation, created by the authority of the City Council.

BUDGETARY AND FINANCIAL SUMMARY:

See attached agreements.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable,.

CITY ATTORNEY REVIEW:

The attorney has reviewed the documents.

STAFF RECOMMENDATION:

Staff recommends approval.

SUPPORTING MATERIAL:

There are no supporting documents.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11C.

AGENDA DATE: October 04, 2018

PRESENTED BY: Helen Ramirez

ITEM:

Consideration and possible action on a resolution regarding the City of Hutto's participation in the 2019-2023 Austin-Round Rock MSA Regional Air Quality Plan. (Helen Ramirez)

STRATEGIC GUIDE POLICY: Quality of Life & Services

ITEM BACKGROUND:

The Austin-Round Rock Metropolitan Statistical Area (MSA), consists of Bastrop, Caldwell, Hays, Travis, and Williamson Counties, has air pollution levels that are close to violating the federal standards for ground-level ozone (O₃).

The U.S. Environmental Protection Agency (EPA) sets federal air quality standards at levels it considers necessary to protect human health and public welfare from harm. The Austin-Round Rock MSA's continued compliance with federal air quality standards is important to ensure public health, protect economic growth, and address the region's transportation needs.

Austin-Round Rock MSA's air pollution regularly reaches levels that the EPA considers "moderate" or "unhealthy for sensitive groups" based on its air quality index (AQI). The Central Texas Clean Air Coalition (CAC), of which the City of Hutto is a member, is charged with the development and implementation of a clean air plan to maintain compliance with federal air quality standards and the development of policies and strategies to guide CAC members about actions that will achieve clean air in Texas.

The CAC has requested that the City of Hutto consider and take action to formally participate in a new regional air quality plan for 2019-2023, given that the region's current air quality plan is set to expire at the end of 2018.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends consideration of the resolution.

SUPPORTING MATERIAL:

1. [Resolution for CAC Members - City of Hutto](#)

RESOLUTION NO. R-

A RESOLUTION FOR THE CITY OF HUTTO TO PARTICIPATE IN THE 2019-2023 AUSTIN-ROUND ROCK MSA REGIONAL AIR QUALITY PLAN.

WHEREAS, the Austin-Round Rock Metropolitan Statistical Area (MSA), which consists of Bastrop, Caldwell, Hays, Travis, and Williamson Counties, has air pollution levels that are close to violating the federal standards for ground-level ozone (O₃); and

WHEREAS, the U.S. Environmental Protection Agency (EPA) sets federal air quality standards at levels it considers necessary to protect human health and public welfare from harm; and

WHEREAS, the Austin-Round Rock MSA's continued compliance with federal air quality standards is important to ensure public health, protect economic growth, and address the region's transportation needs;

WHEREAS, the Austin-Round Rock MSA's air pollution regularly reaches levels that the EPA considers "moderate" or "unhealthy for sensitive groups" based on its air quality index (AQI); and

WHEREAS, the Central Texas Clean Air Coalition (CAC), of which the City of Hutto is a member, is charged with the development and implementation of a clean air plan to maintain compliance with federal air quality standards and the development of policies and strategies to guide CAC members about actions that will achieve clean air in Texas; and

WHEREAS, the region's current air quality plan is set to expire at the end of 2018; and

WHEREAS, the CAC has requested that the City of Hutto take action to formally participate in a new regional air quality plan for 2019-2023; and

WHEREAS, the goals of the new regional air quality plan are to: 1) maximize the probability of compliance with federal air quality standards, and 2) minimize health and environmental impacts associated with regional air pollution; and

WHEREAS, controlling and reducing emissions of nitrogen oxides (NO_x) and improving public awareness about air quality are critical to supporting the goals of the new regional air quality plan;

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

endorses the goals of the new regional air quality plan and agrees to participate in the plan; and

The City of Hutto's City Manager is directed to identify measures that the City of Hutto commits to implement in support of the new regional air quality plan and notify the staff at the

Capital Area Council of Governments (CAPCOG) of these measures no later than October 26, 2018, and to subsequently report on implementation of these measures annually to CAPCOG and this governing body.

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the _____ day of _____, 2018.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11D. **AGENDA DATE:** October 04, 2018

PRESENTED BY: Ashby Grundman, Planning Director,
Business & Development Services

ITEM:

Consideration and possible action on a resolution approving the proposed Shops At Hansons Corner Addition Final Plat, 9.024 acres, more or less, of land, 5 commercial lots, located at the northeast corner of US 79 West and Ed Schmidt Boulevard. (Ashby Grundman)

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:

The Shops at Hanson's Corner Cross Creek Subdivision Replat is a proposed 3 lot commercial subdivision located on 9.024 acres with frontage along Ed Schmidt and Highway 79. The property is zoned B-2 (General Commercial), and has a proposed use of a multi-tenant shopping center.

The proposed preliminary plat is bounded by the following:

WEST: Panda Express and Chick-Fil-A

NORTH: Vacant Land

EAST: Schlotzsky's and Home Depot

SOUTH: Chili's and Highway 79

The proposed preliminary plat is consistent with the UDC where applicable.

Utilities

Water and wastewater service will be provided by City of Hutto.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

The Planning and Zoning Commission recommended approval to City Council on October 3, 2018.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

1. [Resolution - Shops At Hansons Corner Addition Final Plat](#)

RESOLUTION NO.

A RESOLUTION APPROVING THE PLAT KNOWN AS “SHOPS AT HANSONS CORNER ADDITION 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 “Shops At Hansons Corner Addition Final Plat”, a copy of same being attached hereto as “Exhibit A” and incorporated herein for all purposes.

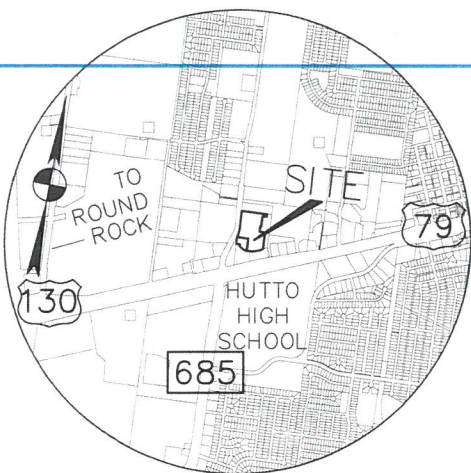
CONSIDERED and RESOLVED on this the **4th** day of the month **October, 2018**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary



VICINITY MAP
1:2000'

LOT 1 BLOCK A
TOWNWEST COMMONS
SECTION FOUR
CAB. CC, SLIDES 291-292

LOT 3
TOWNWEST COMMONS
SECTION FIVE
CAB. EE, SL. 130-131

COUNTY ROAD NO. 119
(A.K.A. ED SCHMIDT BLVD.) (R.O.W. VARIES)

LOT 1
TOWNWEST COMMONS
SECTION TWO
CAB. Z, SL. 95

LOT 4
HANSON'S CORNER ADDITION
CAB. Y, SLIDES 357-358

LOT 5
HANSON'S CORNER ADDITION
CAB. Y, SLIDES 357-358

LOT 6

LOT 7

LOT 8

U.S. HIGHWAY NO. 79
(R.O.W. VARIES)

Received 9/19/18



UNION PACIFIC RAILROAD (100' R.O.W.)

RECEIVED SEP 19 2018



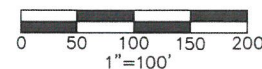
1905 Aldrich Street, Suite 300
Austin, Texas 78723
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # 10194230
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SHOPS AT HANSON'S CORNER ADDITION

A RESUBDIVISION OF LOTS 3A-1, LOT 2 AND LOT 11, BLOCK "A" HANSON'S CORNER ADDITION
CITY OF HUTTO, COUNTY OF WILLIAMSON, STATE OF TEXAS

LEGEND

- CAP 1/2" IRON ROD WITH "BURY" CAP FOUND (UNLESS NOTED)
- ⊗ "X" FOUND CHISELED "X" FOUND
- ▲ PK PK NAIL FOUND
- △ PK PK NAIL SET
- 1/2" IRON ROD WITH "STANTEC" CAP SET
- P.U.E. PUBLIC UTILITY EASEMENT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- EXISTING EASEMENT
- ACCESS EASEMENT



BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

BENCHMARK DATA:

VERTICAL DATUM: NAVD88-GEIOD 12A

BENCHMARK "H-2"- CITY OF HUTTO BRASS CAP STAMPED "H-2" SET IN CONCRETE AT AN ANGLE IN NORTH FENCE LINE AT ELEVATED WATER STORAGE TANK AT HUTTO HIGH SCHOOL, ±32' SOUTH OF SOUTH EDGE OF PAVEMENT OF FRONT STREET. OBSERVED GPS ELEVATION=638.71'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S6°11'15"W	64.73'
L2	S82°26'39"E	2.00'
L3	S79°31'00"W	25.00'
L4	N82°26'39"W	15.24'
L5	S66°01'43"W	144.41'
L6	S82°11'58"W	126.19'

LINE TABLE		
NO.	BEARING	DISTANCE
L7	N85°57'33"W	23.47'
L8	N75°25'51"W	120.19'
L9	N83°47'21"W	119.99'
L10	N7°33'16"E	30.00'
L11	S7°32'20"W	54.50'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	30.13'	480.00'	3°35'48"	N12°47'43"E	30.13'
C2	38.48'	24.50'	90°00'00"	S52°32'20"W	34.65'

SHOPS AT HANSON'S CORNER ADDITION

OWNER: HIPPO PARTNERS 04, LTD
ACREAGE: 9.024
SURVEY: NATHANIEL EDWARDS SURVEY
ABSTRACT NO. 225
NO. OF BLOCKS: 1
NO. OF LOTS: 3
NEW STREETS: NONE
DATE: 09-18-18
SURVEYOR: STANTEC CONSULTING SERVICES, INC.
ENGINEER: STANTEC CONSULTING SERVICES, INC.

SHEET
1
OF 2

SHOPS AT HANSON'S CORNER ADDITION

A RESUBDIVISION OF LOTS 3A-1, LOT 2 AND LOT 11, BLOCK "A" HANSON'S CORNER ADDITION
CITY OF HUTTO, COUNTY OF WILLIAMSON, STATE OF TEXAS

OWNER'S CERTIFICATION:

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

I, HIPPO PARTNERS 04, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH EGP RETAIL MANAGEMENT, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, THROUGH ANDY PASTOR, BEING THE OWNER OF THE CERTAIN 9.024 ACRE TRACT OF LAND SHOWN HEREON BEING A PORTION OF THAT CERTAIN 35.413 ACRE TRACT OF LAND CONVEYED TO HIPPO PARTNERS 04, LTD., BY DEED OF RECORD IN DOCUMENT NO. 2004031090 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY RESUBDIVIDE 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 "SHOPS AT HANSON'S CORNER ADDITION".

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

ANDY PASTOR DATE

HIPPO PARTNERS 04, LTD.,
A TEXAS LIMITED PARTNERSHIP
500 W 5TH STREET, SUITE 700
AUSTIN, TEXAS 78701

BY: EGP RETAIL MANAGEMENT, L.L.C.,
A TEXAS LIMITED LIABILITY COMPANY
ITS GENERAL PARTNER

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

2018, BY _____
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HAS ACKNOWLEDGED TO ME THAT FOREGOING INSTRUMENT WAS EXECUTED FOR THE PURPOSES THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____,

_____, 2018 A.D.

NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES

ENGINEER'S CERTIFICATION:

I, LANCE R. ORITI, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE UNIFIED DEVELOPMENT CODE (UDC) CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS,

THIS 18th DAY OF September, 2018.

Lance R. Oriti
LANCE R. ORITI, P.E.
TEXAS REGISTRATION NO. 96173
STANTEC CONSULTING SERVICES, INC.
1905 ALDRICH STREET, SUITE 300
AUSTIN, TEXAS 78723



SURVEYOR'S CERTIFICATION:

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THAT I, JOHN T. BILNOSKI, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY 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 UNIFIED DEVELOPMENT CODE (UDC) CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS 18th DAY OF Sept, 2018.

JOHN T. BILNOSKI, R.P.L.S.
TEXAS REGISTRATION NO. 4998
STANTEC CONSULTING SERVICES, INC
1905 ALDRICH STREET, SUITE 300
AUSTIN, TEXAS 78723



GENERAL NOTES:

- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- BUILDING SETBACKS SHALL CONFORM TO UDC REQUIREMENTS.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
- UTILITY NOTES
A. WITHIN CCN
1. WATER AND WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO 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.
- FLOODPLAIN NOTES:
A. ULTIMATE FLOODPLAIN
1. NO PORTION OF THIS TRACT IS ENCLOSED BY THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN.
B. EXISTING FLOODPLAIN
1. NO PORTION OF THIS TRACT IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0520E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
- IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/4" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
- ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
- ON-SITE STORMWATER DETENTION FACILITIES WERE PROVIDED WITH THE HANSON'S CORNER SITE PLAN TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED AS REGULATED BY THE RESTRICTION AGREEMENT AND GRANT OF EASEMENTS BETWEEN HIPPO PARTNERS 04, LTD., A TEXAS LIMITED PARTNERSHIP AND HOME DEPOT U.S.A., INC. A DELAWARE CORPORATION DATED APRIL 22, 2004, RECORDED IN DOCUMENT NO. 2004031099 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE COVENANT REGARDING UNIFIED DEVELOPMENT AND JOINT ACCESS RECORDED IN DOCUMENT NUMBER 2004037415 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS APPEARING ON THE PLAT OF LOTS 1-11, BLOCK "A" HANSON'S CORNER ADDITION, RECORDED IN CABINET Y, SLIDES 357-358, OF PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.
- ALL PUBLIC UTILITY EASEMENTS THAT ARE REQUIRED AND NOT SHOWN ON THIS PLAT SHALL BE DEDICATED BY SEPARATE INSTRUMENT AND SHALL BE RECORDED BEFORE ACCEPTANCE OF IMPROVEMENTS AND BEFORE A CERTIFICATE OF OCCUPANCY IS ISSUED TO THE LOT CONTAINING THE EASEMENTS.
- MAXIMUM IMPERVIOUS COVER FOR HANSON'S CORNER IS 80%.
- ACCESS TO HWY 79 AND CR 119 FOR THIS PROJECT IS RESTRICTED TO THE TWO LOCATIONS ON HWY 79 AS APPROVED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, THE FOUR LOCATIONS APPROVED BY WILLIAMSON COUNTY FOR CR 119, AND THE 30 FOOT ACCESS EASEMENT EAST OF THE SUBJECT TRACT RECORDED IN DOCUMENT NUMBER 2003121754 OF WILLIAMSON COUNTY, TEXAS.
- A SIDEWALK SHALL BE PROVIDED ALONG COUNTY ROAD NO. 119 WITHIN THE LOTS OF THIS SUBDIVISION.

COUNTY CLERK CERTIFICATION

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE

ON THE ____ DAY OF _____ A.D., 2018, AT ____ O'CLOCK,
____M. AND DULY RECORDED ON THE ____ DAY OF _____ A.D.,
2018 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 ABOVE WRITTEN.

NANCY RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

OF 9.024 ACRES OF LAND OUT OF THE NATHANIEL EDWARDS SURVEY ABSTRACT NO. 225, SITUATED IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOT 3A-1 HANSON'S CORNER ADDITION RESUBDIVISION OF LOTS 3A AND 2B, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2018019822 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; ALSO BEING ALL OF LOT 2 AND 11 BLOCK "A" HANSON'S CORNER ADDITION, A SUBDIVISION OF RECORD IN CABINET Y, SLIDES 357-358 OF SAID OFFICIAL PUBLIC RECORDS; SAID LOT 3A-1, LOT 2 AND LOT 11 BEING A PORTION OF THAT CERTAIN 34.413 ACRES OF LAND CONVEYED TO HIPPO PARTNERS 04, LTD., BY DEED OF RECORD IN DOCUMENT NO. 2004031090 OF SAID OFFICIAL PUBLIC RECORDS; SAID 9.024 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, AT A 1/2 INCH IRON ROD WITH CAP STAMPED "CAPITAL" FOUND IN THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 119 (ALSO KNOWN AS ED SCHMIDT BOULEVARD)(R.O.W. WIDTH VARIES) BEING THE SOUTHWESTERLY CORNER OF THAT CERTAIN 4.853 ACRE TRACT OF LAND CONVEYED TO HIPPO PARTNERS 04, LTD. BY DEED OF RECORD IN DOCUMENT NO. 2005012634 OF SAID OFFICIAL PUBLIC RECORDS, SAME BEING THE NORTHWESTERLY CORNER OF LOT 1 OF SAID HANSON'S CORNER, FROM WHICH A 1/2 INCH IRON ROD WITH "INLAND G A LLC" CAP FOUND AT THE SOUTHEASTERLY CORNER OF SAID 4.853 ACRE TRACT, BEING AN ANGLE POINT IN THE NORTHERLY LINE OF SAID LOT 1 BEARS S82°28'38"E, A DISTANCE OF 809.59 FEET;

THENCE, S06°11'15"W, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 119, BEING THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 64.73 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE SOUTHWESTERLY CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING AND NORTHWESTERLY CORNER OF SAID LOT 11 AND HEREOF;

THENCE, LEAVING THE EASTERLY LINE OF COUNTY ROAD NO. 119, ALONG THE COMMON LINE OF SAID LOT 1 AND SAID LOT 11, FOR THE NORTHERLY LINE AND A PORTION OF THE EASTERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) S82°26'39"E, A DISTANCE OF 600.40 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND, FOR THE NORTHEASTERLY CORNER HEREOF;

2) S07°33'16"W, A DISTANCE OF 177.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND, IN THE NORTHERLY LINE OF SAID LOT 2, BEING THE SOUTHEASTERLY CORNER OF SAID LOT 11;

THENCE, LEAVING THE EASTERLY LINE OF SAID LOT 11, ALONG THE EASTERLY LINE OF SAID LOT 2, IN PART BEING THE WESTERLY LINE OF SAID LOT 1, IN PART BEING THE WESTERLY LINE OF LOT 10 OF SAID HANSON'S CORNER, BEING A PORTION OF THE EASTERLY LINE HEREOF, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) S82°26'39"E, A DISTANCE OF 2.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE NORTHEASTERLY CORNER OF SAID LOT 2;

2) S07°33'16"W, A DISTANCE OF 618.45 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;

3) S10°29'00"E, A DISTANCE OF 244.26 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 79 (R.O.W. VARIES), BEING THE COMMON SOUTHERLY CORNER OF SAID LOT 10 AND SAID LOT 2, FOR THE SOUTHEASTERLY CORNER HEREOF, FROM WHICH CONCRETE MONUMENT FOUND IN THE NORTHERLY RIGHT-OF-WAY OF US HIGHWAY NO. 79 BEARS S79°31'00"W, A DISTANCE OF 25.00 FEET;

THENCE, S79°31'00"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 79, BEING THE SOUTHERLY LINE OF SAID LOT 2, FOR A PORTION OF THE SOUTHERLY LINE HEREOF, A DISTANCE OF 25.00 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND AT THE SOUTHEASTERLY CORNER OF LOT 5 OF SAID HANSON'S CORNER;

THENCE, LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO. 79, IN PART ALONG THE SOUTHERLY LINE OF SAID LOT 2, IN PART ALONG THE SOUTHERLY LINE OF SAID LOT 3A-1, BEING THE EASTERLY AND NORTHERLY LINE S OF SAID LOT 5, FOR A PORTION OF THE SOUTHERLY LINE HEREOF, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) N10°29'00"W, A DISTANCE OF 198.54 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;

2) N82°26'39"W, A DISTANCE OF 15.24 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;

3) S68°01'43"W, A DISTANCE OF 144.41 FEET TO AN "X" CUT IN CONCRETE FOUND;

4) S82°11'58"W, A DISTANCE OF 126.19 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP FOUND;

5) N85°57'33"W, A DISTANCE OF 23.47 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE SOUTHEASTERLY CORNER OF LOT 3A-4 OF SAID RESUBDIVISION OF LOTS 3A AND 3B, BEING THE SOUTHWESTERLY CORNER OF SAID LOT 3A-1;

THENCE, LEAVING THE NORTHERLY LINE OF SAID LOT 5, ALONG THE EASTERLY LINE OF SAID LOT 3A-4 AND 3A-3 OF SAID RESUBDIVISION OF LOTS 3A AND 3B, BEING THE WESTERLY LINE OF SAID LOT 3A-1, BEING A PORTION OF THE SOUTHERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) N07°32'20"E, A DISTANCE OF 375.03 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET;

2) N82°27'40"W, A DISTANCE OF 300.50 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE EASTERLY LINE OF COUNTY ROAD NO. 119, BEING THE COMMON WESTERLY CORNER OF SAID LOT 3A-3 AND SAID LOT 3A-1, FOR THE SOUTHWESTERLY CORNER HEREOF;

THENCE, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 119, BEING THE WESTERLY LINE OF SAID LOT 3A-1, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF 3°35'48", AN ARC LENGTH OF 30.13 FEET, AND A CHORD WHICH BEARS, N12°47'43"E, A DISTANCE OF 30.13 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE COMMON WESTERLY CORNER OF SAID LOT 3A-1 AND LOT 3A-2 OF SAID RESUBDIVISION OF LOTS 3A AND 3B;

THENCE, LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 119, ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY LINES OF SAID LOT 3A-2, BEING THE WESTERLY LINE OF SAID LOT 3A-1, FOR A PORTION OF THE WESTERLY LINE HEREOF, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) S82°27'40"E, A DISTANCE OF 286.12 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE SOUTHEASTERLY CORNER OF SAID LOT 3A-2;

2) N07°32'20"E, A DISTANCE OF 190.18 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE NORTHEASTERLY CORNER OF SAID LOT 3A-2;

3) N82°27'40"W, A DISTANCE OF 288.92 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 119, BEING THE NORTHWESTERLY CORNER OF SAID LOT 3A-2;

THENCE, N06°11'15"E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 119, BEING THE WESTERLY LINE OF SAID LOT 3A-1, FOR A PORTION OF THE WESTERLY LINE HEREOF, A DISTANCE OF 362.01 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 9.024 ACRES (393,102 SQUARE FEET) ACRES OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

CITY MAYOR AND CITY SECRETARY SIGNATURES:

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

DOUG GAUL, MAYOR DATE LISA BROWN, CITY SECRETARY DATE

SHOPS AT HANSON'S CORNER ADDITION



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Austin, Texas 78723
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # 10194230
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Received 9/19/18

RECEIVED SEP 19 2018

