



**CITY OF HUTTO, TEXAS  
REGULAR CITY COUNCIL MEETING  
THURSDAY, AUGUST 16, 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. Presentation announcing the company for Project Manufacture. (Helen Ramirez)

7B. Presentation of the City Financials for the Month of July as well as investment reports as required by the fiscal and budgetary policy. (James Bryson)

8. **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.

- 8A. Consideration and possible action approving the minutes of the August 2, 2018 Regular City Council Meeting. (Lisa Brown)
- 8B. Consideration and possible action on a resolution authorizing the City Manager to execute a contract with Alterman. Inc. for the construction of the two emergency generators at the Shiloh Well Field. (Matt Rector)
- 8C. Consideration and possible action on a resolution authorizing the City Manager to enter into a non-exclusive, annually renewable contract for the purchase of water meters. (Ryan Morgan)
- 8D. Consideration and possible action on a resolution approving the proposed Hutto Square Commercial Block U Lots 1-3 Preliminary Plat, 2.849 acres, more or less, of land, one commercial lots, located on Exchange Boulevard. (Ashley Lumpkin)
- 8E. Consideration and possible action on a resolution approving the proposed North Town Commons Lots 6-13 Block A Revised Preliminary Plat, 9.78 acres, more or less, of land, four commercial lots, located on Limmer Loop east of FM 1660 North. (Ashley Lumpkin)
- 8F. Consideration and possible action on a resolution approving the proposed North Town Commons Lots 6, 8 and 9 Block A Final Plat, 8.74 acres, more or less, of land, 3 commercial lots, located on Limmer Loop east of FM 1660 North. (Ashley Lumpkin)
- 8G. Consideration and possible action on a resolution approving the proposed Star Ranch Section 7 Revision #2 Preliminary Plat, 131.2593 acres, more or less, of land, located within Hutto's extraterritorial jurisdiction west of SH-130 and Gattis School Road. (Ashley Lumpkin)
- 8H. Consideration and possible action on a resolution approving the proposed Star Ranch Commercial Block A Lot 2 Final Plat, 4.750 acres, more or less, of land, one residential lot, located within Hutto's extraterritorial jurisdiction on Muirfield Bend Drive. (Ashley Lumpkin)

**REGULAR AGENDA ITEMS**

9. **RESOLUTIONS:**

- 9A. Consideration and possible action of a resolution approving the City Manager's expenditure of funds for pumps and related equipment for the City of Hutto water system without competitive bidding due to the urgent need to maintain the water system to supply water to the citizens of Hutto. (City Attorney)
- 9B. Consideration and possible action on a resolution regarding appointments of new members to the Boards and Commissions. (Lisa Brown)

10. **ORDINANCES:**

- 10A. Consideration of a public hearing and possible action on the first reading of an ordinance amending the Code of Ordinances (2014 Edition), Chapter 16, Article 16.02 Unified Development Code (UDC) Chapter 2 Section 10.202: Definitions, Chapter 3 Sections 10.304.9: Temporary Uses and 10.310: Temporary Uses, and Chapter 4 Section 10.403.5: Setback encroachments and exceptions. (Ashby Grundman)
- 10B. Consideration and possible action on the second reading of an ordinance calling a bond election for November 6, 2018, making provisions for conducting the election and resolving other matters related to such election. (City Attorney)
- 10C. Consideration and possible action on an ordinance of the City of Hutto, Texas amending the fiscal year 2017-2018 budget to beginning fund balances to audited amounts, organizational restructure, merit distributions and other miscellaneous adjustments. (James Bryson)
- 10D. Consideration and possible action regarding 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)
- 10E. Consideration and possible action regarding 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 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 an installment sale contract in connection with financing of projects within the Reinvestment Zone No. 1; approving a Public Improvement District administrative services agreement for Reinvestment Zone No. 1; and authorizing the city manager to enter into certain agreements relating to the Reinvestment Zone No. 1 and to approve amendments to those agreements.

11. **EXECUTIVE SESSION:**

- 11A. Executive Session, as authorized by Texas Government Code, Section 551.087, deliberations regarding Economic Development negotiations, related to the Co-Op and other Public Improvement Districts.

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

- 12A. Possible action related to the Co-Op and other Public Improvement Districts.

13. **ADJOURNMENT**

**CERTIFICATION**

I certify that this notice of the August 16, 2018 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on August 13, 2018 at \_\_\_\_\_.

**Original Agenda Signed**

Lynn Trumbul, Senior Assistant 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.:** 7B.

**AGENDA DATE:** August 16, 2018

**PRESENTED BY:**

**ITEM:**

Presentation of the City Financials for the Month of July as well as investment reports as required by the fiscal and budgetary policy.  
(James Bryson)

**STRATEGIC GUIDE POLICY:** Fiscal Responsibility

**ITEM BACKGROUND:**

**BUDGETARY AND FINANCIAL SUMMARY:**

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

**CITY ATTORNEY REVIEW:**

**STAFF RECOMMENDATION:**

**SUPPORTING MATERIAL:**

1. [Financials](#)



City of Hutto, TX

# Balance Sheet

## Account Summary

As Of 07/31/2018

|                                |                                                          | Balance             |                     |
|--------------------------------|----------------------------------------------------------|---------------------|---------------------|
| <b>Fund: 10 - General Fund</b> |                                                          |                     |                     |
| <b>Assets</b>                  |                                                          |                     |                     |
|                                | Total Assets:                                            | 7,069,476.66        | <u>7,069,476.66</u> |
| <b>Liability</b>               |                                                          |                     |                     |
|                                | Total Liability:                                         | 777,301.78          |                     |
| <b>Equity</b>                  |                                                          |                     |                     |
|                                | Total Beginning Equity:                                  | 4,742,648.25        |                     |
| Total Revenue                  |                                                          | 12,416,084.95       |                     |
| Total Expense                  |                                                          | 10,866,558.32       |                     |
| Revenues Over/Under Expenses   |                                                          | <u>1,549,526.63</u> |                     |
|                                | Total Equity and Current Surplus (Deficit):              | 6,292,174.88        |                     |
|                                | Total Liabilities, Equity and Current Surplus (Deficit): |                     | <u>7,069,476.66</u> |

**Balance Sheet**

As Of 07/31/2018

|                                      |                                                          | Balance                   |
|--------------------------------------|----------------------------------------------------------|---------------------------|
| Fund: 11 - General Debt Service Fund |                                                          |                           |
| Assets                               |                                                          |                           |
|                                      | Total Assets:                                            | <u>-214,587.27</u>        |
|                                      |                                                          | <u><u>-214,587.27</u></u> |
| Liability                            |                                                          |                           |
|                                      | Total Liability:                                         | <u>16,327.50</u>          |
| Equity                               |                                                          |                           |
|                                      | Total Beginning Equity:                                  | <u>218,656.72</u>         |
| Total Revenue                        |                                                          | 1,627,148.80              |
| Total Expense                        |                                                          | <u>2,076,720.29</u>       |
| Revenues Over/Under Expenses         |                                                          | -449,571.49               |
|                                      | Total Equity and Current Surplus (Deficit):              | -230,914.77               |
|                                      | Total Liabilities, Equity and Current Surplus (Deficit): | <u><u>-214,587.27</u></u> |

**Balance Sheet****As Of 07/31/2018**

|                                                          | Balance   |                 |
|----------------------------------------------------------|-----------|-----------------|
| <b>Fund: 20 - Court Technology Fund</b>                  |           |                 |
| <b>Assets</b>                                            |           |                 |
| Total Assets:                                            | 3,905.24  | <u>3,905.24</u> |
| <b>Liability</b>                                         |           |                 |
| Total Liability:                                         | 30.60     |                 |
| <b>Equity</b>                                            |           |                 |
| Total Beginning Equity:                                  | 9,599.97  |                 |
| Total Revenue                                            | 5,300.34  |                 |
| Total Expense                                            | 11,025.67 |                 |
| Revenues Over/Under Expenses                             | -5,725.33 |                 |
| Total Equity and Current Surplus (Deficit):              | 3,874.64  |                 |
| Total Liabilities, Equity and Current Surplus (Deficit): |           | <u>3,905.24</u> |

**Balance Sheet**

As Of 07/31/2018

|                                                          | Balance   |                  |
|----------------------------------------------------------|-----------|------------------|
| Fund: 21 - Court Security Fund                           |           |                  |
| Assets                                                   |           |                  |
| Total Assets:                                            | 23,573.31 | <u>23,573.31</u> |
| Liability                                                |           |                  |
| Total Liability:                                         | 0.00      |                  |
| Equity                                                   |           |                  |
| Total Beginning Equity:                                  | 27,790.72 |                  |
| Total Revenue                                            | 2,640.27  |                  |
| Total Expense                                            | 6,857.68  |                  |
| Revenues Over/Under Expenses                             | -4,217.41 |                  |
| Total Equity and Current Surplus (Deficit):              | 23,573.31 |                  |
| Total Liabilities, Equity and Current Surplus (Deficit): |           | <u>23,573.31</u> |

**Balance Sheet**

As Of 07/31/2018

|                                                          | Balance  |                 |
|----------------------------------------------------------|----------|-----------------|
| Fund: 22 - Court Training Fund                           |          |                 |
| Assets                                                   |          |                 |
| Total Assets:                                            | 2,435.87 | <u>2,435.87</u> |
| Liability                                                |          |                 |
| Total Liability:                                         | 0.00     |                 |
| Equity                                                   |          |                 |
| Total Beginning Equity:                                  | 2,153.37 |                 |
| Total Revenue                                            | 282.50   |                 |
| Total Expense                                            | 0.00     |                 |
| Revenues Over/Under Expenses                             | 282.50   |                 |
| Total Equity and Current Surplus (Deficit):              | 2,435.87 |                 |
| Total Liabilities, Equity and Current Surplus (Deficit): |          | <u>2,435.87</u> |

**Balance Sheet**

As Of 07/31/2018

|                              |                                                          | Balance    |                   |
|------------------------------|----------------------------------------------------------|------------|-------------------|
| Fund: 24 - Hotel Tax Fund    |                                                          |            |                   |
| Assets                       |                                                          |            |                   |
|                              | Total Assets:                                            | 283,276.35 | <u>283,276.35</u> |
| Liability                    |                                                          |            |                   |
|                              | Total Liability:                                         | 87,065.95  |                   |
| Equity                       |                                                          |            |                   |
|                              | Total Beginning Equity:                                  | 217,859.44 |                   |
| Total Revenue                |                                                          | 154,015.96 |                   |
| Total Expense                |                                                          | 175,665.00 |                   |
| Revenues Over/Under Expenses |                                                          | -21,649.04 |                   |
|                              | Total Equity and Current Surplus (Deficit):              | 196,210.40 |                   |
|                              | Total Liabilities, Equity and Current Surplus (Deficit): |            | <u>283,276.35</u> |

**Balance Sheet**

As Of 07/31/2018

|                                      | Balance                                                  |                         |
|--------------------------------------|----------------------------------------------------------|-------------------------|
| Fund: 25 - Hutto Police Seizure Fund |                                                          |                         |
| Assets                               |                                                          |                         |
|                                      | Total Assets:                                            | <u>15,440.78</u>        |
|                                      |                                                          | <u><u>15,440.78</u></u> |
| Liability                            |                                                          |                         |
|                                      | Total Liability:                                         | <u>0.00</u>             |
| Equity                               |                                                          |                         |
|                                      | Total Beginning Equity:                                  | <u>14,242.08</u>        |
| Total Revenue                        |                                                          | 1,198.70                |
| Total Expense                        |                                                          | <u>0.00</u>             |
| Revenues Over/Under Expenses         |                                                          | <u>1,198.70</u>         |
|                                      | Total Equity and Current Surplus (Deficit):              | 15,440.78               |
|                                      | Total Liabilities, Equity and Current Surplus (Deficit): | <u><u>15,440.78</u></u> |



**Balance Sheet**

As Of 07/31/2018

|                                      |                                                          | Balance    |                   |
|--------------------------------------|----------------------------------------------------------|------------|-------------------|
| Fund: 26 - ATS Red Light Camera Fund |                                                          |            |                   |
| Assets                               |                                                          |            |                   |
|                                      | Total Assets:                                            | 155,806.23 | <u>155,806.23</u> |
| Liability                            |                                                          |            |                   |
|                                      | Total Liability:                                         | 59,995.84  |                   |
| Equity                               |                                                          |            |                   |
|                                      | Total Beginning Equity:                                  | 95,946.77  |                   |
| Total Revenue                        |                                                          | 5,498.09   |                   |
| Total Expense                        |                                                          | 5,634.47   |                   |
| Revenues Over/Under Expenses         |                                                          | -136.38    |                   |
|                                      | Total Equity and Current Surplus (Deficit):              | 95,810.39  |                   |
|                                      | Total Liabilities, Equity and Current Surplus (Deficit): |            | <u>155,806.23</u> |

**Balance Sheet**

As Of 07/31/2018

|                              | Balance                                                  |                  |
|------------------------------|----------------------------------------------------------|------------------|
| Fund: 27 - PEG Capital Fees  |                                                          |                  |
| Assets                       |                                                          |                  |
|                              | Total Assets:                                            | 65,589.81        |
|                              |                                                          | <u>65,589.81</u> |
| Liability                    |                                                          |                  |
|                              | Total Liability:                                         | 0.00             |
| Equity                       |                                                          |                  |
|                              | Total Beginning Equity:                                  | 45,735.58        |
| Total Revenue                |                                                          | 19,854.23        |
| Total Expense                |                                                          | 0.00             |
| Revenues Over/Under Expenses |                                                          | <u>19,854.23</u> |
|                              | Total Equity and Current Surplus (Deficit):              | 65,589.81        |
|                              | Total Liabilities, Equity and Current Surplus (Deficit): | <u>65,589.81</u> |

**Balance Sheet**

As Of 07/31/2018

|                              | Balance                                                  |                      |
|------------------------------|----------------------------------------------------------|----------------------|
| Fund: 50 - Utility Fund      |                                                          |                      |
| Assets                       |                                                          |                      |
|                              | Total Assets:                                            | 70,644,828.29        |
|                              |                                                          | <u>70,644,828.29</u> |
| Liability                    |                                                          |                      |
|                              | Total Liability:                                         | 41,759,659.58        |
| Equity                       |                                                          |                      |
|                              | Total Beginning Equity:                                  | 23,444,369.56        |
| Total Revenue                |                                                          | 79,634,105.66        |
| Total Expense                |                                                          | 74,193,306.51        |
| Revenues Over/Under Expenses |                                                          | <u>5,440,799.15</u>  |
|                              | Total Equity and Current Surplus (Deficit):              | 28,885,168.71        |
|                              | Total Liabilities, Equity and Current Surplus (Deficit): | <u>70,644,828.29</u> |

**Balance Sheet**

As Of 07/31/2018

|                                                          | Balance       |                    |
|----------------------------------------------------------|---------------|--------------------|
| <b>Fund: 51 - Utility Debt Service Fund</b>              |               |                    |
| <b>Assets</b>                                            |               |                    |
| Total Assets:                                            | -928,007.05   | <u>-928,007.05</u> |
| <b>Liability</b>                                         |               |                    |
| Total Liability:                                         | 1,152.30      |                    |
| <b>Equity</b>                                            |               |                    |
| Total Beginning Equity:                                  | -1,430,831.02 |                    |
| Total Revenue                                            | 6,610,167.04  |                    |
| Total Expense                                            | 6,108,495.37  |                    |
| Revenues Over/Under Expenses                             | 501,671.67    |                    |
| Total Equity and Current Surplus (Deficit):              | -929,159.35   |                    |
| Total Liabilities, Equity and Current Surplus (Deficit): |               | <u>-928,007.05</u> |

**Balance Sheet**

As Of 07/31/2018

|                              | Balance                                                  |                            |
|------------------------------|----------------------------------------------------------|----------------------------|
| Fund: 52 - Impact Fees Fund  |                                                          |                            |
| Assets                       |                                                          |                            |
|                              | Total Assets:                                            | <u>1,002,149.00</u>        |
|                              |                                                          | <u><u>1,002,149.00</u></u> |
| Liability                    |                                                          |                            |
|                              | Total Liability:                                         | <u>952,141.50</u>          |
| Equity                       |                                                          |                            |
|                              | Total Beginning Equity:                                  | <u>0.00</u>                |
| Total Revenue                |                                                          | 1,250,007.50               |
| Total Expense                |                                                          | <u>1,200,000.00</u>        |
| Revenues Over/Under Expenses |                                                          | 50,007.50                  |
|                              | Total Equity and Current Surplus (Deficit):              | 50,007.50                  |
|                              | Total Liabilities, Equity and Current Surplus (Deficit): | <u><u>1,002,149.00</u></u> |

**Balance Sheet**

As Of 07/31/2018

|                                         |                                                          | Balance                     |
|-----------------------------------------|----------------------------------------------------------|-----------------------------|
| Fund: 60 - Capital Improvements Project |                                                          |                             |
| Assets                                  |                                                          |                             |
|                                         | Total Assets:                                            | <u>12,411,027.73</u>        |
|                                         |                                                          | <u><u>12,411,027.73</u></u> |
| Liability                               |                                                          |                             |
|                                         | Total Liability:                                         | <u>2,478,017.92</u>         |
| Equity                                  |                                                          |                             |
|                                         | Total Beginning Equity:                                  | <u>2,640,225.61</u>         |
| Total Revenue                           |                                                          | 17,069,712.90               |
| Total Expense                           |                                                          | <u>9,776,928.70</u>         |
| Revenues Over/Under Expenses            |                                                          | <u>7,292,784.20</u>         |
|                                         | Total Equity and Current Surplus (Deficit):              | 9,933,009.81                |
|                                         | Total Liabilities, Equity and Current Surplus (Deficit): | <u>12,411,027.73</u>        |

**Balance Sheet**

As Of 07/31/2018

|                                    |                                                          | Balance      |                     |
|------------------------------------|----------------------------------------------------------|--------------|---------------------|
| Fund: 62 - Drainage & Streets Fund |                                                          |              |                     |
| Assets                             |                                                          |              |                     |
|                                    | Total Assets:                                            | 1,157,692.37 | <u>1,157,692.37</u> |
| Liability                          |                                                          |              |                     |
|                                    | Total Liability:                                         | 68,758.13    |                     |
| Equity                             |                                                          |              |                     |
|                                    | Total Beginning Equity:                                  | 0.00         |                     |
| Total Revenue                      |                                                          | 3,146,545.48 |                     |
| Total Expense                      |                                                          | 2,057,611.24 |                     |
| Revenues Over/Under Expenses       |                                                          | 1,088,934.24 |                     |
|                                    | Total Equity and Current Surplus (Deficit):              | 1,088,934.24 |                     |
|                                    | Total Liabilities, Equity and Current Surplus (Deficit): |              | <u>1,157,692.37</u> |

**Balance Sheet**

As Of 07/31/2018

|                              |                                                          | Balance      |            |
|------------------------------|----------------------------------------------------------|--------------|------------|
| Fund: 70 - Solid Waste Fund  |                                                          |              |            |
| Assets                       |                                                          |              |            |
|                              | Total Assets:                                            | 713,776.96   | 713,776.96 |
| Liability                    |                                                          |              |            |
|                              | Total Liability:                                         | 279,631.03   |            |
| Equity                       |                                                          |              |            |
|                              | Total Beginning Equity:                                  | 319,835.44   |            |
| Total Revenue                |                                                          | 1,152,683.59 |            |
| Total Expense                |                                                          | 1,038,373.10 |            |
| Revenues Over/Under Expenses |                                                          | 114,310.49   |            |
|                              | Total Equity and Current Surplus (Deficit):              | 434,145.93   |            |
|                              | Total Liabilities, Equity and Current Surplus (Deficit): |              | 713,776.96 |





City of Hutto, TX

# Income Statement

## Group Summary

For Fiscal: 2017-2018 Period Ending: 07/31/2018

| Account Type                                                   | Original<br>Total Budget | Current<br>Total Budget | MTD Activity         | YTD Activity        | Budget<br>Remaining  |
|----------------------------------------------------------------|--------------------------|-------------------------|----------------------|---------------------|----------------------|
| <b>Fund: 10 - General Fund</b>                                 |                          |                         |                      |                     |                      |
| Revenue                                                        | 13,081,430.75            | 13,163,946.75           | 792,462.44           | 12,416,084.95       | 747,861.80           |
| Expense                                                        | 13,080,786.17            | 13,837,874.93           | 1,514,195.72         | 10,866,558.32       | 2,971,316.61         |
| <b>Fund: 10 - General Fund Surplus (Deficit):</b>              | <b>644.58</b>            | <b>-673,928.18</b>      | <b>-721,733.28</b>   | <b>1,549,526.63</b> | <b>-2,223,454.81</b> |
| <b>Fund: 11 - General Debt Service Fund</b>                    |                          |                         |                      |                     |                      |
| Revenue                                                        | 1,651,792.64             | 1,651,792.64            | 0.00                 | 1,627,148.80        | 24,643.84            |
| Expense                                                        | 1,716,192.03             | 2,023,892.85            | 1,341,003.47         | 2,076,720.29        | -52,827.44           |
| <b>Fund: 11 - General Debt Service Fund Surplus (Deficit):</b> | <b>-64,399.39</b>        | <b>-372,100.21</b>      | <b>-1,341,003.47</b> | <b>-449,571.49</b>  | <b>77,471.28</b>     |
| <b>Fund: 20 - Court Technology Fund</b>                        |                          |                         |                      |                     |                      |
| Revenue                                                        | 7,000.00                 | 7,000.00                | 359.43               | 5,300.34            | 1,699.66             |
| Expense                                                        | 16,190.00                | 16,190.00               | 200.00               | 11,025.67           | 5,164.33             |
| <b>Fund: 20 - Court Technology Fund Surplus (Deficit):</b>     | <b>-9,190.00</b>         | <b>-9,190.00</b>        | <b>159.43</b>        | <b>-5,725.33</b>    | <b>-3,464.67</b>     |
| <b>Fund: 21 - Court Security Fund</b>                          |                          |                         |                      |                     |                      |
| Revenue                                                        | 5,100.00                 | 5,100.00                | 269.57               | 2,640.27            | 2,459.73             |
| Expense                                                        | 31,250.00                | 31,250.00               | 1,310.95             | 6,857.68            | 24,392.32            |
| <b>Fund: 21 - Court Security Fund Surplus (Deficit):</b>       | <b>-26,150.00</b>        | <b>-26,150.00</b>       | <b>-1,041.38</b>     | <b>-4,217.41</b>    | <b>-21,932.59</b>    |
| <b>Fund: 22 - Court Training Fund</b>                          |                          |                         |                      |                     |                      |
| Revenue                                                        | 500.00                   | 500.00                  | 17.50                | 282.50              | 217.50               |
| Expense                                                        | 2,000.00                 | 2,000.00                | 0.00                 | 0.00                | 2,000.00             |
| <b>Fund: 22 - Court Training Fund Surplus (Deficit):</b>       | <b>-1,500.00</b>         | <b>-1,500.00</b>        | <b>17.50</b>         | <b>282.50</b>       | <b>-1,782.50</b>     |
| <b>Fund: 23 - Special Events</b>                               |                          |                         |                      |                     |                      |
| Expense                                                        | 0.00                     | 0.00                    | -135,000.00          | 0.00                | 0.00                 |
| <b>Fund: 23 - Special Events Total:</b>                        | <b>0.00</b>              | <b>0.00</b>             | <b>-135,000.00</b>   | <b>0.00</b>         | <b>0.00</b>          |
| <b>Fund: 24 - Hotel Tax Fund</b>                               |                          |                         |                      |                     |                      |
| Revenue                                                        | 250,000.00               | 250,000.00              | 11,511.42            | 154,015.96          | 95,984.04            |
| Expense                                                        | 263,000.00               | 350,000.00              | 0.00                 | 175,665.00          | 174,335.00           |
| <b>Fund: 24 - Hotel Tax Fund Surplus (Deficit):</b>            | <b>-13,000.00</b>        | <b>-100,000.00</b>      | <b>11,511.42</b>     | <b>-21,649.04</b>   | <b>-78,350.96</b>    |
| <b>Fund: 25 - Hutto Police Seizure Fund</b>                    |                          |                         |                      |                     |                      |
| Revenue                                                        | 0.00                     | 0.00                    | 0.00                 | 1,198.70            | -1,198.70            |
| <b>Fund: 25 - Hutto Police Seizure Fund Total:</b>             | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>          | <b>1,198.70</b>     | <b>-1,198.70</b>     |
| <b>Fund: 26 - ATS Red Light Camera Fund</b>                    |                          |                         |                      |                     |                      |
| Revenue                                                        | 0.00                     | 0.00                    | 0.00                 | 5,498.09            | -5,498.09            |
| Expense                                                        | 5,000.00                 | 5,000.00                | 196.42               | 5,634.47            | -634.47              |
| <b>Fund: 26 - ATS Red Light Camera Fund Surplus (Deficit):</b> | <b>-5,000.00</b>         | <b>-5,000.00</b>        | <b>-196.42</b>       | <b>-136.38</b>      | <b>-4,863.62</b>     |
| <b>Fund: 27 - PEG Capital Fees</b>                             |                          |                         |                      |                     |                      |
| Revenue                                                        | 32,500.00                | 32,500.00               | 0.00                 | 19,854.23           | 12,645.77            |
| Expense                                                        | 26,200.00                | 26,200.00               | 0.00                 | 0.00                | 26,200.00            |
| <b>Fund: 27 - PEG Capital Fees Surplus (Deficit):</b>          | <b>6,300.00</b>          | <b>6,300.00</b>         | <b>0.00</b>          | <b>19,854.23</b>    | <b>-13,554.23</b>    |
| <b>Fund: 50 - Utility Fund</b>                                 |                          |                         |                      |                     |                      |
| Revenue                                                        | 23,818,111.00            | 74,429,092.00           | 971,234.00           | 79,634,105.66       | -5,205,013.66        |
| Expense                                                        | 23,016,586.00            | 76,014,087.63           | 5,240,725.13         | 74,193,306.51       | 1,820,781.12         |
| <b>Fund: 50 - Utility Fund Surplus (Deficit):</b>              | <b>801,525.00</b>        | <b>-1,584,995.63</b>    | <b>-4,269,491.13</b> | <b>5,440,799.15</b> | <b>-7,025,794.78</b> |
| <b>Fund: 51 - Utility Debt Service Fund</b>                    |                          |                         |                      |                     |                      |
| Revenue                                                        | 4,102,321.00             | 6,605,644.63            | 4,632,870.63         | 6,610,167.04        | -4,522.41            |
| Expense                                                        | 4,117,406.00             | 6,617,622.76            | 4,152,965.62         | 6,108,495.37        | 509,127.39           |
| <b>Fund: 51 - Utility Debt Service Fund Surplus (Deficit):</b> | <b>-15,085.00</b>        | <b>-11,978.13</b>       | <b>479,905.01</b>    | <b>501,671.67</b>   | <b>-513,649.80</b>   |
| <b>Fund: 52 - Impact Fees Fund</b>                             |                          |                         |                      |                     |                      |
| Revenue                                                        | 1,200,000.00             | 1,200,000.00            | 169,243.50           | 1,250,007.50        | -50,007.50           |

# Income Statement

For Fiscal: 2017-2018 Period Ending: 07/31/2018

| Account Type                                                      | Original<br>Total Budget | Current<br>Total Budget | MTD Activity         | YTD Activity         | Budget<br>Remaining   |
|-------------------------------------------------------------------|--------------------------|-------------------------|----------------------|----------------------|-----------------------|
| Expense                                                           | 1,200,000.00             | 1,200,000.00            | 0.00                 | 1,200,000.00         | 0.00                  |
| <b>Fund: 52 - Impact Fees Fund Surplus (Deficit):</b>             | <b>0.00</b>              | <b>0.00</b>             | <b>169,243.50</b>    | <b>50,007.50</b>     | <b>-50,007.50</b>     |
| <b>Fund: 60 - Capital Improvements Project</b>                    |                          |                         |                      |                      |                       |
| Revenue                                                           | 14,608,265.00            | 17,593,050.00           | 610,000.00           | 17,069,712.90        | 523,337.10            |
| Expense                                                           | 15,071,264.00            | 22,055,714.40           | 224,838.44           | 9,776,928.70         | 12,278,785.70         |
| <b>Fund: 60 - Capital Improvements Project Surplus (Deficit):</b> | <b>-462,999.00</b>       | <b>-4,462,664.40</b>    | <b>385,161.56</b>    | <b>7,292,784.20</b>  | <b>-11,755,448.60</b> |
| <b>Fund: 62 - Drainage &amp; Streets Fund</b>                     |                          |                         |                      |                      |                       |
| Revenue                                                           | 0.00                     | 3,000,000.00            | 32,906.03            | 3,146,545.48         | -146,545.48           |
| Expense                                                           | 2,567,910.51             | 2,498,410.51            | 286,396.13           | 2,057,611.24         | 440,799.27            |
| <b>Fund: 62 - Drainage &amp; Streets Fund Surplus (Deficit):</b>  | <b>-2,567,910.51</b>     | <b>501,589.49</b>       | <b>-253,490.10</b>   | <b>1,088,934.24</b>  | <b>-587,344.75</b>    |
| <b>Fund: 70 - Solid Waste Fund</b>                                |                          |                         |                      |                      |                       |
| Revenue                                                           | 1,305,000.00             | 1,305,000.00            | 118,304.98           | 1,152,683.59         | 152,316.41            |
| Expense                                                           | 1,367,500.00             | 1,367,500.00            | 196,421.05           | 1,038,373.10         | 329,126.90            |
| <b>Fund: 70 - Solid Waste Fund Surplus (Deficit):</b>             | <b>-62,500.00</b>        | <b>-62,500.00</b>       | <b>-78,116.07</b>    | <b>114,310.49</b>    | <b>-176,810.49</b>    |
| <b>Total Surplus (Deficit):</b>                                   | <b>-2,419,264.32</b>     | <b>-6,802,117.06</b>    | <b>-5,484,073.43</b> | <b>15,578,069.66</b> | <b>-22,380,186.72</b> |



City of Hutto, TX

## Fund Balance Report

As Of 07/31/2018

| Fund                              | Beginning Balance    | Total Revenues        | Total Expenses        | Ending Balance       |
|-----------------------------------|----------------------|-----------------------|-----------------------|----------------------|
| 10 - General Fund                 | 4,742,648.25         | 12,416,084.95         | 10,866,558.32         | 6,292,174.88         |
| 11 - General Debt Service Fund    | 218,656.72           | 1,627,148.80          | 2,076,720.29          | -230,914.77          |
| 20 - Court Technology Fund        | 9,599.97             | 5,300.34              | 11,025.67             | 3,874.64             |
| 21 - Court Security Fund          | 27,790.72            | 2,640.27              | 6,857.68              | 23,573.31            |
| 22 - Court Training Fund          | 2,153.37             | 282.50                | 0.00                  | 2,435.87             |
| 24 - Hotel Tax Fund               | 217,859.44           | 154,015.96            | 175,665.00            | 196,210.40           |
| 25 - Hutto Police Seizure Fund    | 14,242.08            | 1,198.70              | 0.00                  | 15,440.78            |
| 26 - ATS Red Light Camera Fund    | 95,946.77            | 5,498.09              | 5,634.47              | 95,810.39            |
| 27 - PEG Capital Fees             | 45,735.58            | 19,854.23             | 0.00                  | 65,589.81            |
| 50 - Utility Fund                 | 23,444,369.56        | 79,634,105.66         | 74,193,306.51         | 28,885,168.71        |
| 51 - Utility Debt Service Fund    | -1,430,831.02        | 6,610,167.04          | 6,108,495.37          | -929,159.35          |
| 52 - Impact Fees Fund             | 0.00                 | 1,250,007.50          | 1,200,000.00          | 50,007.50            |
| 60 - Capital Improvements Project | 2,640,225.61         | 17,069,712.90         | 9,776,928.70          | 9,933,009.81         |
| 62 - Drainage & Streets Fund      | 0.00                 | 3,146,545.48          | 2,057,611.24          | 1,088,934.24         |
| 70 - Solid Waste Fund             | 319,835.44           | 1,152,683.59          | 1,038,373.10          | 434,145.93           |
| <b>Report Total:</b>              | <b>30,348,232.49</b> | <b>123,095,246.01</b> | <b>107,517,176.35</b> | <b>45,926,302.15</b> |

**CITY OF HUTTO**  
**BANK AND INVESTMENT ACCOUNTS BALANCE**  
**July 2018**

| Bank Name        | Bank Account Name                          | Bank Account # | Bank Balance  | Int. Earned | Int. Earned YTD | Rate     |
|------------------|--------------------------------------------|----------------|---------------|-------------|-----------------|----------|
| Bancorp South    | Operating Account                          | 1505000019     | 186,266.08    | 215.00      | 1,271.72        | 1.3200%  |
| Wells Fargo Bank | Operating Account                          | 4124506015     | 1,863,101.95  | 0.00        | 0.00            | 0.0000%  |
| Wells Fargo Bank | Operating Account CC Deposits              | 4124506031     | 0.00          | 0.00        | 0.00            | 0.0000%  |
| TexStar          | Operating Account                          | 24607-1111-000 | 7,184,120.06  | 3,605.49    | 21,190.48       | 1.00000% |
| Wells Fargo Bank | Payroll Account                            | 4124506023     | 0.00          | 0.00        | 0.00            | 0.0000%  |
| TexPool          | General Fund Property Tax                  | 7888800001     | 2,748,218.74  | 4,410.29    | 38,674.31       | 0.0000%  |
| TexPool          | Park Development Fund                      | 7888800002     | 529,758.06    | 848.82      | 3,859.86        | 0.0000%  |
| TexStar          | 2007 CO Bonds                              | 24607-2007-000 | 171,599.57    | 275.94      | 1,591.93        | 1.0000%  |
| TexStar          | 2010 CO Bonds                              | 24607-2010-000 | 108.14        | 0.25        | 1,158.00        | 1.0000%  |
| TexStar          | 2010 GO Bonds                              | 24607-2010-001 | 159,709.92    | 256.82      | 1,481.70        | 1.0000%  |
| TexStar          | 2011B CO Bonds                             | 24607-2011-000 | 202,665.80    | 325.89      | 1,880.18        | 1.0000%  |
| TexStar          | 2012 GO Bonds                              | 24607-2012-000 | 64,751.66     | 104.15      | 600.68          | 1.0000%  |
| TexStar          | 2013 CO Bonds                              | 24607-2013-000 | 204.05        | 0.31        | 596.92          | 1.0000%  |
| TexStar          | General I & S Fund                         | 24607-3333-000 | 247,027.98    | 1,650.82    | 6,599.07        | 1.0000%  |
| TexStar          | Utility I & S Fund                         | 24607-3333-001 | 14,832.38     | 4,311.56    | 13,623.55       | 1.0000%  |
| Texstar          | GO 2016                                    | 24607-2016-000 | 240,179.94    | 408.18      | 6,193.19        | 1.0000%  |
| Texstar          | HEB-Tack Escrow                            | 24607-10291    | 72,498.86     | 57.67       | 210.89          | 1.0000%  |
| Texstar          | Hutto Option Mezz Escrow                   | 24607-10292    | 62.31         | 0.05        | 0.31            | 1.0000%  |
| Texstar          | New Quest Escrow                           | 24607-10290    | 165,812.48    | 257.85      | 1,295.14        | 1.0000%  |
| Texstar          | PEG Capital Fees                           | 24607-11890    | 73,409.19     | 118.07      | 681.02          | 1.0000%  |
| Texstar          | Utility TAP Fees                           | 24607-10280    | 10.04         | 0.00        | 0.00            | 1.0000%  |
| Texstar          | 2017 LTN Issuance                          | 24607-20170    | 1,345,214.93  | 2,170.80    | 16,745.61       | 1.0000%  |
| TexStar          | 2017 CO Bonds                              | 24607-20171    | 10,705,902.84 | 17,844.57   | 110,876.30      | 1.0000%  |
| Wells Fargo Bank | Hutto Seizure Fund                         | 4124506049     | 1,448.10      | 0.00        | 0.00            | 0.0000%  |
| Wells Fargo Bank | ATS Account                                | 4124506080     | 44,154.89     | 0.00        | 0.00            | 0.0000%  |
| First State Bank | Certificate of Deposit (12 mo.) maturity 2 | 100135927      | 0.00          | 0.00        | 0.00            | 0.0000%  |
| First State Bank | Certificate of Deposit (24 mo.) maturity 5 | 100135931      | 0.00          | 0.00        | 0.00            | 0.0000%  |
| First State Bank | Certificate of Deposit (18 mo.) maturity 5 | 100135930      | 0.00          | 0.00        | 0.00            | 0.0000%  |
| <b>TOTAL</b>     |                                            |                | 26,021,057.97 | 0.00        | 228,530.86      |          |

# Utility Fund Income Statement

## Account Summary

For Fiscal: 2017-2018 Period Ending: 07/31/2018

### OPERATING ONLY

|                                |                             | Total Budget         | MTD Activity      | YTD Activity        |                     |
|--------------------------------|-----------------------------|----------------------|-------------------|---------------------|---------------------|
| <b>Fund: 50 - Utility Fund</b> |                             |                      |                   |                     |                     |
|                                | <b>Revenue</b>              |                      |                   |                     |                     |
| 50-5041                        | Interest Earned             | 7,000.00             | -                 | 142,093.56          |                     |
| 50-5042                        | Bond interest               | 15,000.00            | -                 | -                   |                     |
| 50-5051                        | NSF Fees                    | 6,000.00             | 90.00             | 1,030.00            |                     |
| 50-5052                        | Late Fees                   | 172,000.00           | 20,198.86         | 169,599.26          |                     |
| 50-5053                        | UB Collections Fees         | 7,500.00             | 1,067.57          | 23,990.53           |                     |
| 50-5099                        | Miscellaneous Income        | 10,000.00            | 1,004.82          | 24,759.30           |                     |
| 50-5113                        | Water Connection Fee        | 100,000.00           | 8,300.00          | 59,400.00           |                     |
| 50-5114                        | WasteWater Connection Fees  | 75,000.00            | 6,450.00          | 66,900.00           |                     |
| 50-5201                        | Water User Fees             | 4,482,500.00         | 467,270.49        | 3,986,180.03        |                     |
| 50-5203                        | WasteWater User Fees        | 4,655,000.00         | 447,433.60        | 3,978,119.98        |                     |
| 50-5205                        | Reconnect Fees              | 75,000.00            | 10,600.00         | 87,570.00           |                     |
| 50-5206                        | New Account / Transfer fees | 62,250.00            | -                 | -                   |                     |
| 50-5310                        | HEDC Interlocal Agreement   | -                    | 9,200.00          | 14,400.00           |                     |
| 50-5510                        | Bad Debt Revenue            | -                    | (381.34)          | (22,258.08)         |                     |
| 50-5852                        | Transfer From Fund 52       | 1,200,000.00         | -                 | 1,200,000.00        |                     |
| <b>Revenue Total:</b>          |                             | <b>10,867,250.00</b> | <b>971,234.00</b> | <b>9,731,784.58</b> | <b>9,731,784.58</b> |

|              |                                  |            |           |            |  |
|--------------|----------------------------------|------------|-----------|------------|--|
|              | <b>Expense</b>                   |            |           |            |  |
| IT           | Technology Equip. & Supplies     | 1,500.00   | -         | -          |  |
| IT           | Communication Equip. & Supplies  | 250.00     | -         | 920.00     |  |
| IT           | Other Supplies & Materials       | 500.00     | -         | -          |  |
| IT           | Software Licensing & Maint. Fees | 14,500.00  | -         | 1,680.00   |  |
| IT           | Communication Svcs               | 6,205.00   | 516.67    | 2,452.45   |  |
| Util Billing | Salaries                         | 349,123.00 | 25,524.04 | 244,803.82 |  |
| Util Billing | Overtime                         | 9,009.00   | 3.94      | 3,535.68   |  |
| Util Billing | Clothing & Uniforms Allowance    | 400.00     | -         | 383.33     |  |
| Util Billing | Cell Phone Allowance             | 300.00     | 67.38     | 524.54     |  |
| Util Billing | Longevity Pay                    | 2,544.00   | -         | 2,484.00   |  |
| Util Billing | Cerification Pay                 | 1,800.00   | 138.48    | 1,493.89   |  |
| Util Billing | Merit/Market Adjustment          | 6,910.00   | -         | -          |  |
| Util Billing | FICA/Medicare                    | 28,312.00  | 1,889.12  | 18,715.73  |  |
| Util Billing | State Unemployment Tax (TWC)     | 1,800.00   | -         | 1,116.28   |  |
| Util Billing | TMRS                             | 49,222.00  | 3,466.15  | 34,955.73  |  |
| Util Billing | Workers Comp Ins                 | 2,379.00   | -         | -          |  |
| Util Billing | Health/Life Insurance            | 68,648.00  | 4,199.09  | 35,797.20  |  |
| Util Billing | Office Supplies                  | 3,000.00   | 825.07    | 2,247.32   |  |
| Util Billing | Membership                       | 150.00     | -         | -          |  |
| Util Billing | Clothing & Uniforms              | 1,750.00   | 218.25    | 1,164.72   |  |
| Util Billing | Furniture & Office Equip         | 500.00     | -         | 76.79      |  |
| Util Billing | Technology Equip. & Supplies     | -          | -         | 39.99      |  |
| Util Billing | Small Tools & Equip.             | 600.00     | 57.65     | 613.30     |  |
| Util Billing | Water Meters                     | 100,000.00 | -         | 80,059.26  |  |
| Util Billing | Fuel & Mileage                   | 1,800.00   | 292.73    | 2,718.85   |  |
| Util Billing | Other Supplies & Materials       | 1,000.00   | -         | 916.50     |  |
| Util Billing | Vehicle Repair & Maint.          | 1,200.00   | 46.43     | 1,959.71   |  |
| Util Billing | Line Repairs & Maintenance       | -          | -         | 730.84     |  |
| Util Billing | Outside Printing                 | 2,500.00   | -         | 1,992.42   |  |
| Util Billing | Software Licensing & Maint Fee   | 27,500.00  | -         | 23,309.71  |  |
| Util Billing | Disconnect Svcs                  | 5,000.00   | 200.00    | 2,550.00   |  |
| Util Billing | Other Contracted Services        | 38,000.00  | 1,332.94  | 22,134.50  |  |
| Util Billing | Training & Development           | 5,000.00   | 101.86    | 900.84     |  |
| Util Billing | Postage                          | 42,000.00  | 3,115.78  | 31,238.85  |  |
| Util Billing | Bank & Finance Charges           | 90,000.00  | 11,257.91 | 130,091.58 |  |

|                     |                                 |            |           |            |
|---------------------|---------------------------------|------------|-----------|------------|
| <u>Util Billing</u> | Membership Dues & Subscriptions | -          | 111.00    | 111.00     |
| <u>Util Billing</u> | Bad Debt                        | 30,000.00  | -         | -          |
| <u>Water Dept</u>   | Salaries                        | 170,184.00 | 21,918.05 | 203,665.10 |
| <u>Water Dept</u>   | Overtime                        | 11,912.00  | 293.72    | 11,244.10  |
| <u>Water Dept</u>   | Clothing & Uniforms Allowance   | 800.00     | -         | 1,091.67   |
| <u>Water Dept</u>   | Longevity                       | 1,291.00   | -         | 981.50     |
| <u>Water Dept</u>   | Certification Pay               | -          | -         | 125.00     |
| <u>Water Dept</u>   | Merit / Market Adjustment       | 5,105.00   | -         | -          |
| <u>Water Dept</u>   | Fica / Medicare                 | 14,480.00  | 1,635.26  | 15,943.68  |
| <u>Water Dept</u>   | State Unemployment Tax (TWC)    | 720.00     | -         | 982.38     |
| <u>Water Dept</u>   | TMRS                            | 25,176.00  | 2,519.96  | 29,130.41  |
| <u>Water Dept</u>   | Workers Comp Ins                | 4,180.00   | -         | -          |
| <u>Water Dept</u>   | Health / Life Insurance         | 32,909.00  | 3,324.29  | 26,519.32  |
| <u>Water Dept</u>   | Clothing & Uniforms             | 2,975.00   | 406.16    | 4,237.45   |
| <u>Water Dept</u>   | Furniture & Office Equip.       | 2,000.00   | -         | -          |
| <u>Water Dept</u>   | Small Tools & Equip.            | 5,400.00   | 92.92     | 1,123.92   |
| <u>Water Dept</u>   | Water Meters                    | -          | -         | 8.76       |
| <u>Water Dept</u>   | Safety Supplies                 | 2,000.00   | -         | 1,812.50   |
| <u>Water Dept</u>   | Fuel & Mileage                  | 15,000.00  | 732.31    | 9,708.28   |
| <u>Water Dept</u>   | Chemicals                       | 20,000.00  | 2,363.37  | 25,043.01  |
| <u>Water Dept</u>   | Other Supplies & Materials      | 4,000.00   | 587.96    | 3,994.39   |
| <u>Water Dept</u>   | Equipment Repair & Maint.       | 6,000.00   | 2,171.71  | 4,854.56   |
| <u>Water Dept</u>   | Vehicle Repair & Maint.         | 7,250.00   | 60.39     | 2,901.08   |
| <u>Water Dept</u>   | Water System Maintenance        | 145,000.00 | -         | -          |
| <u>Water Dept</u>   | Line Repairs and Maint          | 22,500.00  | 1,098.15  | 16,411.10  |
| <u>Water Dept</u>   | Pump, Motors & Control Maint    | 40,808.00  | 1,937.17  | 54,596.62  |
| <u>Water Dept</u>   | Utility Facilities Maint        | 15,000.00  | 11.58     | 3,938.37   |
| <u>Water Dept</u>   | Fire Hydrant Repair & Maintena  | 4,000.00   | -         | 690.11     |
| <u>Water Dept</u>   | Attorney Services               | 92,694.00  | 777.00    | 150,419.09 |
| <u>Water Dept</u>   | Advertising / Legal Notices     | 250.00     | -         | -          |
| <u>Water Dept</u>   | Contract Labor                  | 3,000.00   | -         | 175.00     |
| <u>Water Dept</u>   | Engineering Services            | 19,973.00  | -         | 33,230.00  |
| <u>Water Dept</u>   | Professional Services           | 22,765.00  | -         | 12,425.15  |
| <u>Water Dept</u>   | Lease / Rental Services         | 7,250.00   | 235.15    | 3,126.61   |
| <u>Water Dept</u>   | Outside Printing                | 6,000.00   | -         | 3,998.95   |
| <u>Water Dept</u>   | Software Licensing & Maint Fee  | 1,000.00   | -         | 349.99     |
| <u>Water Dept</u>   | Communication Services          | -          | 114.75    | 1,147.34   |
| <u>Water Dept</u>   | Taylor Water Contract           | 341,947.00 | 29,969.94 | 275,750.22 |
| <u>Water Dept</u>   | Manville Water Contract         | 603,312.00 | 65,959.76 | 497,552.82 |
| <u>Water Dept</u>   | Heart of Texas Water            | -          | -         | -          |
| <u>Water Dept</u>   | Laboratory Services             | 7,811.00   | 285.00    | 6,467.21   |
| <u>Water Dept</u>   | Licenses & Permits              | 12,134.00  | -         | 12,215.25  |
| <u>Water Dept</u>   | Training and Development        | 6,000.00   | -         | 5,050.15   |
| <u>Water Dept</u>   | Postage                         | 100.00     | -         | 38.09      |
| <u>Water Dept</u>   | Membership Dues & Subscriptions | 500.00     | -         | 75.00      |
| <u>Water Dept</u>   | Utilities                       | 80,000.00  | 5,889.45  | 59,759.77  |
| <u>Water Dept</u>   | Machinery & Equipment           | 214,252.00 | -         | -          |
| <u>Water Dept</u>   | Capital Leases                  | 18,942.00  | -         | 40,231.61  |
| <u>WasteWater</u>   | Salaries                        | 106,414.00 | 21,917.99 | 203,664.03 |
| <u>WasteWater</u>   | Overtime                        | 11,913.00  | 293.70    | 11,243.54  |
| <u>WasteWater</u>   | Clothing & Uniforms Allowance   | 800.00     | -         | 1,091.66   |
| <u>WasteWater</u>   | Longevity                       | 1,312.00   | -         | 981.50     |
| <u>WasteWater</u>   | Certification Pay               | -          | -         | 125.00     |
| <u>WasteWater</u>   | Merit / Market Adjustment       | 5,106.00   | -         | -          |
| <u>WasteWater</u>   | Fica / Medicare                 | 14,483.00  | 1,634.53  | 15,936.54  |
| <u>WasteWater</u>   | State Unemployment Tax (TWC)    | 720.00     | -         | 957.00     |
| <u>WasteWater</u>   | TMRS                            | 25,179.00  | 2,519.57  | 29,126.85  |
| <u>WasteWater</u>   | Workers Comp Ins                | 4,181.00   | -         | -          |
| <u>WasteWater</u>   | Health / Life Insurance         | 32,909.00  | 3,322.77  | 31,222.03  |
| <u>WasteWater</u>   | Clothing and Utilities          | 500.00     | -         | -          |
| <u>WasteWater</u>   | Clothing & Uniforms             | 2,975.00   | 406.12    | 4,237.09   |

|                          |                                 |                |                |                |
|--------------------------|---------------------------------|----------------|----------------|----------------|
| WasteWater               | Furniture & Office Equip.       | 2,000.00       | -              | -              |
| WasteWater               | Small Tools & Equip.            | 5,400.00       | 23.94          | 391.36         |
| WasteWater               | Safety Supplies                 | 2,000.00       | -              | 1,726.88       |
| WasteWater               | Fuel & Mileage                  | 15,000.00      | 732.30         | 8,673.83       |
| WasteWater               | Chemicals                       | 750.00         | -              | 964.06         |
| WasteWater               | Other Supplies & Materials      | 2,000.00       | 425.56         | 1,424.65       |
| WasteWater               | Equipment Repair & Maint.       | 8,000.00       | 406.58         | 3,336.50       |
| WasteWater               | Vehicle Repair & Maint.         | 7,250.00       | 5.61           | 604.02         |
| WasteWater               | Line Repairs and Maint          | 10,000.00      | 1,314.21       | 9,122.23       |
| WasteWater               | Pump, Motors & Control Maint    | 40,000.00      | 478.51         | 29,566.37      |
| WasteWater               | Utility Facilites Maint         | 6,000.00       | -              | 5,656.93       |
| WasteWater               | Contract Labor                  | 10,000.00      | -              | -              |
| WasteWater               | Engineering Services            | 187,020.00     | -              | 173,284.61     |
| WasteWater               | Professional Services           | 22,765.00      | 2,940.00       | 22,788.24      |
| WasteWater               | Lease / Rental Services         | 9,750.00       | 249.72         | 3,981.39       |
| WasteWater               | Communication Services          | 1,000.00       | -              | 672.00         |
| WasteWater               | Brazos River Authority Contract | 1,389,887.00   | 126,946.73     | 1,269,467.30   |
| WasteWater               | WasteWater Contract             | 200,000.00     | 16,440.00      | 164,880.00     |
| WasteWater               | Licenses & Permits              | 250.00         | 111.00         | 136.00         |
| WasteWater               | Training and Development        | 3,000.00       | 992.00         | 2,029.00       |
| WasteWater               | Membership Dues & Subscriptions | 500.00         | -              | 120.00         |
| WasteWater               | Utilities                       | 40,000.00      | 1,790.76       | 18,398.89      |
| WasteWater               | Machinery & Equipment           | 164,252.00     | -              | -              |
| WasteWater               | Capital Leases                  | 18,942.00      | -              | 40,225.61      |
| Heart of Texas           | Technology Equip. & Supplies    | 1,000.00       | -              | -              |
| Heart of Texas           | Small Tools & Equip             | 10,000.00      | -              | 7,434.75       |
| Heart of Texas           | Chemicals                       | 60,000.00      | 10,625.53      | 56,935.76      |
| Heart of Texas           | Line Repairs and Maint          | 10,000.00      | 266.05         | 266.05         |
| Heart of Texas           | Pump, Motors & Control Maint    | 25,000.00      | 980.00         | 19,143.35      |
| Heart of Texas           | Utility Facilities Maint        | 101,000.00     | 626.70         | 1,097.91       |
| Heart of Texas           | Lease / Rental Services         | 2,000.00       | 97.00          | 97.00          |
| Heart of Texas           | Communication Services          | 1,200.00       | 99.13          | 987.39         |
| Heart of Texas           | Water Lease Payments            | 110,000.00     | 11,003.78      | 87,524.24      |
| Heart of Texas           | Other Contracted Services       | 56,000.00      | -              | 36,640.00      |
| Heart of Texas           | Licenses & Fees                 | 50,000.00      | -              | 28,728.00      |
| Heart of Texas           | Utilities                       | 120,000.00     | 14,706.17      | 115,955.25     |
| Heart of Texas           | Capital Assets Purchased        | -              | 6,250.00       | 25,000.00      |
| Non Dept                 | Property Insurance              | 15,571.00      | -              | 20,969.55      |
| Non Dept                 | Liability Insurance             | 9,079.00       | -              | 12,472.68      |
| Non Dept                 | Errors and Omissions            | 6,633.00       | -              | 6,198.01       |
| Total Operating Expenses |                                 |                |                | 4,648,219.44   |
|                          | Transfer To Fund 10             | -              | -              | -              |
|                          | Transfer To Fund 51             | 6,603,144.63   | 4,632,870.63   | 6,603,144.63   |
|                          | Transfer to Fund 53             | 50,000.00      | 50,000.00      | 50,000.00      |
| Expense Total:           |                                 | 12,472,907.63  | 5,106,225.13   | 11,301,364.07  |
| id Surplus (Deficit):    |                                 | (1,605,657.63) | (4,134,991.13) | (1,569,579.49) |

|                      |                |
|----------------------|----------------|
| Net Operating Income | 5,083,565.14   |
| debt trans           | (6,603,144.63) |
| savings trans        | (50,000.00)    |

|             |                |
|-------------|----------------|
| Adj net inc | (1,569,579.49) |
|-------------|----------------|

|              |               |
|--------------|---------------|
| operating ex | 11,251,364.07 |
| reserve rate | 0.2           |

|             |              |
|-------------|--------------|
| reserve req | 2,250,272.81 |
|-------------|--------------|



**CITY COUNCIL  
MEETING MINUTES  
AUGUST 2, 2018**

*The Hutto City Council met in a regular session on Thursday, August, 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 (arrived at 6:10 p.m.), 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; Paul Hall, Assistant Chief of Police; Matt Rector, Executive Director of Public Works and Engineering; Eliska Padilla, Executive Director of Communications; Anthony Emadi, Chief Financial Officer; James Bryson, Director of Finance; Ashley Lumpkin, Executive Director Business Development, Ashby Grundman, Director of City Planning; Jessica Bullock, Director of Economic Development; Reena O'Brien, Director of Communications; Sharon Parker, Assistant Events Manager; Kristi Robich, Downtown Tourism & Events Manager; Suzanne Glass, Community Resource Officer; and Lisa Brown, City Secretary.*

**CITY COUNCIL COMMENTS**

*There were no comments from Council.*

**PUBLIC COMMENT**

*There was no public comment.*

**WORK SESSION**

11A. Discussion and review of Outside Agency Funding Applications.

*The following outside agencies that filed applications for funding made presentations to the Council:*

*Keep Hutto Beautiful – Jessica Romigh*



*Round Rock Area Serving Center – Lori Scott  
Hutto Education Foundation – Terrie Doggett  
Feeding the 5000 –Cathy Bryant  
Williamson-Burnet County Opportunities (Meals on Wheels) – Lauren McAndrews  
Hutto Community Food Pantry –  
Hutto Has Heart – Stacie Feller  
Texas State Technical College – Edgar Padilla  
Hutto Area Chamber of Commerce – Cassandra Harrison*

Council recessed at 7:10 p.m. and reconvened at 7:20 p.m.

### **INVOCATION**

*The invocation was given by Chief Byron Frankland.*

### **PLEDGE OF ALLEGIANCE**

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

### **CONSENT AGENDA**

- 8A. Consideration and possible action approving the minutes of the July 19, 2018 Regular City Council Meeting.
- 8B. Consideration and possible action on a resolution approving the proposed Star Ranch Commercial Revised Preliminary Plat, 40.27 acres, more or less, of land, located within Hutto extraterritorial jurisdiction west of SH-130 and north of Gattis School Road.
- 8C. Consideration and possible action on a resolution approving the subdivision approval extension request for the Brooklands Section One Final Plat, 17.6704 acres, more or less, of land, 82 residential lots, located on CR 137 south of FM 1660 South.
- 8D. Consideration and possible action on a resolution approving the subdivision approval extension request for the Brooklands Section Two Final Plat, 15.006 acres, more or less, of land, 88 residential lots, located on CR 137 south of FM 1660 South.

**Motion:** Councilmember Grimm made a motion to approve Items 8A – 8D from the Consent Agenda. Mayor Pro-tem Hines seconded the motion.

**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

## **REGULAR AGENDA ITEMS**

### **ORDINANCES**

- 9A. Consideration and possible action on the second reading of an ordinance approving the Planned Unit Development (PUD) zoning ordinance amendment for the Hutto Crossings PUD, 465.00 acres, more or less, of land, located at the southwest corner of Chris Kelley Boulevard and US 79 West.

**Motion:** Mayor Pro-tem Hines made a motion to approve the second reading of the ordinance approving the Planned Unit Development (PUD) zoning amendment for Hutto Crossing. Councilmember Killough seconded the motion.

**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 the first reading of an ordinance calling a bond election for November 6, 2018, making provisions for conducting the election and resolving other matters to such election.

**Motion:** Councilmember Killough made a motion to accept the first reading of an ordinance calling a bond election for November 6, 2018, making provisions for conducting the election and resolving other matters to such election. Councilmember Turner seconded the motion.

**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

## **RESOLUTIONS**

10A. Consideration and possible action on a resolution authorizing the City Manager to execute a contract with Tank Builders, Inc. for the construction of the Shiloh Ground Storage Tank.

*Matt Rector presented a resolution authorizing the cost to construct a welded steel tank at the Shiloh Ground Storage area for \$535,000.00.*

**Motion:** Mayor Pro-tem Hines made a motion to authorize the City Manager to execute a contract with Tank Builders, Inc. Councilmember Grimm seconded the amendment.

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

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

10B. Consideration and possible action on a resolution authorizing the City Manager to renew the contract with the Brazos River Authority (BRA) for the operation of the Wastewater Treatment Plants.

*Mayor Gaul broached the subject of conducting a cost analysis of operating the wastewater treatment plant internally vs. externally.*

*City Manager remarked that an analysis was interrupted due to the issues with Manville, but the City will revisit this issue at a later time.*

**Motion:** Councilmember Rose made a motion to authorize the City Manager to renew the contract with the Brazos River Authority (BRA) for the operation of the Wastewater Treatment Plants. Councilmember Killough seconded the amendment.

**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.

10C. Consideration and possible action on a resolution authorizing the City Manager to approve the design changes and subsequent change orders for the design and construction of the Innovation Business Park infrastructure.

*Matt Rector explained that the modification to the plan eliminates the encompassing walking path and moving the retention pond. The changes were made because the Army Corps of Engineers did not approve the previous plan and to avoid having to pay any fines the boundaries had to be moved.*

*Mayor Gaul asked how deep the pond was and if there were any provisions for a fence around the pond.*

*Councilmember Grimm wanted to know if anything other than the walking path was being eliminated from the plan – No*

*Odis Jones remarked that the City just recently was notified about this situation with the pond by the Army Corp.*

**Motion:** Councilmember Killough made a motion to authorize the City Manager to approve the design changes and subsequent change orders for the design and construction of the Innovation Business Park infrastructure. Mayor Pro-tem Hines seconded the amendment.

**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.

10D. Resolution authorizing the City Manager to execute an engagement letter with the audit firm Whitley Penn, LLP for fiscal year 2018 audit.

*Councilmember Grimm asked if the City was not happy with the last auditor – No*

**Motion:** Councilmember Killough made a motion to table the issue until the next meeting.  
Councilmember Rose seconded the motion.

**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

10E. Consideration and possible action on a resolution concerning Outside Agency Funding allocations and authorizing the City Manager to execute all Interlocal Agreements established with Outside Agencies for the Fiscal Year 2018-2019.

*James Bryson, Director of Finance, recommended the funding for the Outside Agencies.*

*Hutto Has Heart - \$40,000  
Texas Success Scholarship Campaign Foundation - \$25,000  
Hutto Area Chamber of Commerce - \$25,000  
Hutto Community Food Pantry - \$13,200  
Feeding the 5000 - \$12,000  
Round Rock Area Serving Center - \$10,000  
Williamson-Burnett County Operations (Meals on Wheels) - \$10,000  
Keep Hutto Beautiful - \$10,000  
Hutto Education Foundation - \$5,000*

*Mayor Pro-tem Hines wanted to know if the City had the ability to cover the entire amount of \$150,200 – Yes*

*Mayor Gaul wanted to know if the money for the Chamber of Commerce could come out of the hotel occupancy tax – Odis Jones asked that he be given the flexibility to fund this amount as it is presented in the budget.*

*Councilmember Rose remarked that the ESD did not request any money this year and wanted to know if there was a mutual waiver of fees - Yes.*

*Councilmember Grimm was concerned that \$40,000 was not enough for Hutto Has Heart.*

*Mayor Pro-tem Hines remarked that he was impressed with all the presentations and the money going back into the community.*

*Mayor Gaul expressed a concern that Feeding the 5000 is not doing anything to raise additional funds. Councilmember Rose pointed out that they receive a grant from the Synod and funding from other sources.*

*Mayor Pro-tem Hines remarked that Feeding the 5000 is a good program and we give them the vehicle to do it.*

*Councilmember Grimm questioned how to include all residents, not just Hutto High School graduates, as mentioned by Mayor Pro-tem Hines for the TSTC program. Councilmember Killough stated the City would need to meet with Mr. Padilla and negotiate a Memorandum of Understanding.*

**Motion:** Mayor Pro-tem Hines made a motion to a resolution concerning Outside Agency Funding allocations and authorize the City Manager to execute all Interlocal Agreements established with Outside Agencies for the Fiscal Year 2018-2019.

**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

10F. Presentation and discussion of the Proposed 2018-2019 Annual Operating Budget.

*James Bryson presented the proposed budget for the Fiscal Year 2018-2019.*

*Odis Jones, City Manager, informed the Council that he was presenting them a budget as they requested that kept the tax rate flat, was flat on the utility side and kept expenses flat.*

*Councilmember Killough asked if the red-light camera fund would end soon – No.*

10G. Consideration and possible action on the proposed Ad Valorem tax rate, including a record vote on the proposed tax rate, and setting dates, times, and places for a public hearing and adoption of the tax rate.

*James Bryson, Director of Finance, made the staff presentation.*

*Mayor Pro-tem Hines asked where the fuel is allocated – James Bryson: currently to each department. O. Jones: eventually it will be under the Fleet Department.*

*Councilmember Turner asked about the Internal Service Fund. O. Jones – right now each department does their own fleet/maintenance work but eventually it would fall under the Fleet Department.*

*Mayor Pro-tem Hines wanted to know if the wastewater situation was making this a tight budget year. O. Jones: The sewer plant was built without a way to pay for it. The financial advisor proposed a 75% increase and the Council said 25%. The City is working with the private sector and the TIRZ Board to fund the debt service through growth, an increase in impact fees, and transferring funds out of the general fund to create a bridge until we can increase the number of customers paying into the fund.*

*Councilman Killough questioned whether the TIRZ funding would make a big impact on the budget. O. Jones: The City is trying to leverage the funding through the private sector so the burden is not imposed on the citizens. The City currently has a good business plan and staying flat on taxes for a year will show improvements.*

*Councilmember Grimm commended the City Manager for keeping the budget slim. She stated that the Council and the citizens didn't really understand the sewer plant agreement. O. Jones: Over the past year the City has been able to extricate itself from several contracts/agreements that have saved the City a lot of money.*

*Mayor Pro-Tem Hines explained to the council that this wasn't setting the tax rate but setting the maximum rate the council could approve.*

**Motion:** Mayor Pro-tem Hines moved that the proposed 2018-2019 tax rate for the City of Hutto be published at \$0.525.171 per \$100 of assessed valuation, that a public tax hearing be scheduled for August 23 and September 13, and that the vote on the tax ordinance be scheduled for September 13 and September 21, 2018. Councilmember Killough seconded the motion.

|                     |      |                                                                                                                                                                   |
|---------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Vote:</u></b> | Ayes | Mayor Doug Gaul<br>Mayor Pro-tem Tom Hines<br>Councilmember Scott Rose<br>Council Member Nate Killough<br>Councilmember Patti Turner<br>Councilmember Terri Grimm |
|                     | Nays | Councilmember Tim Jordan                                                                                                                                          |

**Action:** The motion passed 6 ayes, and 1 nays

## **OTHER BUSINESS**

11A. Consideration and possible action regarding appointments of new members to the Boards and Commissions.

**Motion:** Councilmember Turner made a motion to appoint Richard Hudson to the Planning and Zoning Commission to replace Steven Harris with a term ending June 30, 2020. Councilmember Killough seconded the motion.

**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

**Motion:** Mayor Gaul made a motion to move Lori Ortiz's term on the Planning and Zoning Commission end June 30, 2019. Mayor Pro-tem Hines seconded the motion.

**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

**Motion:** Mayor Gaul made a motion to change the term of Perry Savard on the Parks Advisory Board to end June 30, 2019. Councilmember Killough seconded the motion.

**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

**Motion:** Mayor Gaul made a motion to change the term of Dana Lively on the Zoning Board of Adjustments to end June 30, 2019. Councilmember Killough seconded the motion.

**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

**Motion:** Mayor Pro-tem Hines made a motion to appoint Mary Belton on the Historic Preservation Board to end June 30, 2021. Councilmember Grimm seconded the motion.

**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

**Motion:** Councilmember Killough made a motion to appoint Kendrick Whittington on the Building and Standards Commission to end June 30, 2021. Councilmember Grimm seconded the motion.

**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

**Motion:** Councilmember Grimm made a motion to appoint Dr. April Willis on the Ethics Review Commission to end June 30, 2019. Councilmember Killough seconded the motion.

**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

**CITY MANAGER COMMENTS**

12A. Presentation on City of Hutto Business Plans for 2018-2019.

*Eliska Padilla, Executive Director of Communications, presented an overview of the departmental business plans for the City.*

12B. Updates and discussion related to the drainage issues near the 1300 block of Creekbend Cove.

*Matt Rector presented a proposed plan to deal with the flooding issues by installing a drainage swale between the road and the fence line. The work would be done in-house for a cost of \$15,300.00.*

*Council discussed causes of the flooding and how the swale will mitigate further flooding.*

12C. Presentation of City-Wide Customer Service Program.

*Allison Hosgood, Executive Director of Human Resources made a presentation on the components of customer service and how to make improvements citywide.*

**ADJOURNMENT**

*There being no further business to be heard, the meeting was adjourned at 10:27 p.m.*

**CITY OF HUTTO**

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Doug Gaul, Mayor

**APPROVED:**

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Lisa L. Brown, City Secretary

## **CITY OF HUTTO CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:**

8B.

**AGENDA DATE:** August 16, 2018

**PRESENTED BY:**

**ITEM:**

Consideration and possible action on a resolution authorizing the City Manager to execute a contract with Alterman. Inc. for the construction of the two emergency generators at the Shiloh Well Field. (Matt Rector)

**STRATEGIC GUIDE POLICY:** Infrastructure & Growth

**ITEM BACKGROUND:**

To provide emergency power to maintain the ability to produce and transmit water from the Shiloh Well Field to the City of Hutto during emergencies.

Alterman, Inc. will provide goods and services under BuyBoard Contract # 558-18. Local government code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.

**BUDGETARY AND FINANCIAL SUMMARY:**

Heart of Texas Bond proceeds.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

Not Applicable

**CITY ATTORNEY REVIEW:**

Not Applicable

**STAFF RECOMMENDATION:**

Staff recommends approval of this resolution.

**SUPPORTING MATERIAL:**

1. [Resolution to Authorize City Manager to execute contract.](#)
2. [Alterman, Inc. Scope Letter](#)

**RESOLUTION NO. R-18-08-16-**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE a contract with Alterman, Inc. for the construction and installation of two emergency generators at the Shiloh Ground Water Facilities.**

**WHEREAS**, the Shiloh (Heart of Texas) Ground Water Facilities, and;

**WHEREAS**, the existing Shiloh Ground Water Facilities has no backup power during emergencies, and;

**WHEREAS**, the city desires to maintain and improve the groundwater production facilities, and;

**WHEREAS**, the City wishes to engage Alterman, Inc. to provide construction and installation of 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 construction contract not to exceed \$303,597.00 with Alterman, Inc. to provide construction phase services for the Shiloh Ground Water Facilities and to execute change orders up to 25% of the original amount.

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

P:/CITYSECRETARY/blank resolution/resolution template

July 26, 2018

City of Hutto

Hutto, TX 78634

Attn: Robert Sims

Re: Various Generators for well sites/storage  
Electrical Scope and Pricing

We propose the necessary labor and material to perform the electrical work on the above referenced project per the following:

*Scope of Work:*

- 1) Provide generator, slab with moat, all electrical tie-in & test
- 2) No specifications received, will send cut sheet info on various sized generators
- 3) No specialized testing included, other than standard start-up & factory.
- 4) Moats are sized to above fuel tank capacity, open no grating for personnel
- 5) Work is based upon regular hours.
- 6) Includes conduit & wire to existing PLC for remote communications per site.
- 7) Includes lightning protection on each unit.
- 8) Includes diesel double walled tanks.
- 9) Will require shut downs of electric power at each site for tie-ins.
- 10) Current lead times on Generators are 13-15 weeks once ordered.
- 11) Order will be done once approved submittals have been accepted/signed.
- 12) Excludes sales tax.
- 13) Includes generator for 1-800a service referred to as site- 1

14) Includes generator for 1-600a service referred to as site- 2

15) Enclosures for weather are included on generators.

*Special Qualifications and/or Clarifications:*

1) Price is contingent upon execution of a mutually acceptable contract and project schedule.

2) Price is valid for 30 days.

3) The following items are **not** included in this proposal:

- a) Cutting, patching, and painting
- b) Bond; however, available for additional cost
- c) Utility charges
- d) Temperature controls and interlock wiring
- e) Loose motor starters and variable frequency drives
- f) Premium time
- g) Acoustical pads
- h) BIM & 3D Modeling

4) The following systems are **not** included in this proposal:

- a) Tele/data
- b) Fire Alarm
- c) CCTV and security
- d) CATV and satellite
- e) P/A and sound
- f) Audio-Visual
- g) Cathodic Protection

*Pricing:*

Site 1 – 800a 500kw \$158,272.00

Site 2 – 600a 400kw \$145,325.00

Total \$303,597.00

If all two(2) done

We appreciate the opportunity to submit the above proposal. If you have any questions, please call.

Sincerely,

ALTERMAN, INC.

Austin Office (512)836-3950

Ron Padula

**Serving South/Central Texas**

P.O. Box 700490, San Antonio, TX 78270  
14703 Jones Maltzberger, San Antonio, TX 78247  
P (210) 496-6888 • F (210) 496-7349

10100 N. Lamar Blvd., Austin, TX 78753  
P (512) 836-3950 • F (512) 836-4624

**www.GoAlterman.com**





## **CITY OF HUTTO CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 8C. **AGENDA DATE:** August 16, 2018

**PRESENTED BY:** Ryan Morgan, Manager, General Services

**ITEM:**

Consideration and possible action on a resolution authorizing the City Manager to enter into a non-exclusive, annually renewable contract for the purchase of water meters. (Ryan Morgan)

**STRATEGIC GUIDE POLICY:** Infrastructure & Growth

**ITEM BACKGROUND:**

With the City of Hutto's expansive growth, purchase of water meters will soon exceed the statutory bid requirements. The City will establish a nonexclusive, annually renewable purchase agreement with Secure Vision, the City's current vendor. Secure Vision is a member of The Interlocal Purchasing System (TIPS). Local government code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.

**BUDGETARY AND FINANCIAL SUMMARY:**

Only budgeted funds will be used for the purchases under this agreement.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

Not applicable.

**CITY ATTORNEY REVIEW:**

Not applicable.

**STAFF RECOMMENDATION:**

Staff recommends passing of the Resolution and subsequent purchasing agreement.

**SUPPORTING MATERIAL:**

1. [Resolution](#)

**RESOLUTION NO. R-18-08-16-**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE a non-exclusive, annually renewable contract with Secure Vision for the purchase of water meters.**

**WHEREAS**, the City desires water meters to maintain water utility services;

**WHEREAS**, the City requires compliance with statutory bid requirements;

**WHEREAS**, Secure Vision is a member of The Interlocal Purchasing System (TIPS) which meets competitive bidding statutes;

**WHEREAS**, the City wishes to engage Secure Vision to provide water meters on a non-exclusive, annually renewable contract;

**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 purchasing agreement with Secure Vision to provide water meters to the City not to exceed the annual budget for these items.

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

P:/CITYSECRETARY/blank resolution/resolution template

## **CITY OF HUTTO CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 8D. **AGENDA DATE:** August 16, 2018

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

**ITEM:**

Consideration and possible action on a resolution approving the proposed Hutto Square Commercial Block U Lots 1-3 Preliminary Plat, 2.849 acres, more or less, of land, one commercial lots, located on Exchange Boulevard. (Ashley Lumpkin)

**STRATEGIC GUIDE POLICY:** Well Balanced & Diversified Economy

**ITEM BACKGROUND:**

The revised Preliminary Plat for Hutto Square Commercial Block U, Lots 1-3 is located along Exchange Blvd. approximately 460 feet south of the intersection of W. Metcalfe Street. The proposal seeks to amend the existing Preliminary Plat to create a lot that matches the existing ownership area.

A revised Preliminary Plat is the first step to create a single legal lot on approximately 2.84 acres. The existing Preliminary Plat indicated the future extension of Live Oak Street and is shown on the revision. However, construction of the extension of Live Oak Street is not anticipated with this tract. Sidewalks will be installed by the developer on all street side property lines.

**BUDGETARY AND FINANCIAL SUMMARY:**

Not applicable.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

The Planning and Zoning Commission recommended approval to City Council on August 7, 2018. The motion was unanimous.

**CITY ATTORNEY REVIEW:**

Not applicable.

**STAFF RECOMMENDATION:**

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

Staff recommends that the Council approve the resolution for the proposed revised preliminary plat.

**SUPPORTING MATERIAL:**

1. [Resolution - Hutto Square Commercial Block U Lots 1-3 Preliminary Plat](#)

## **RESOLUTION NO.**

### **A RESOLUTION APPROVING THE PRELIMINARY PLAT KNOWN AS "HUTTO SQUARE COMMERCIAL BLOCK U LOTS 1 - 3 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 preliminary plat known as "Hutto Square Commercial Block U Lots 1 - 3 Preliminary Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

**CONSIDERED and RESOLVED** on this the **16th** day of the month **August, 2018**.

**THE CITY OF HUTTO, TEXAS**

---

Doug Gaul, Mayor

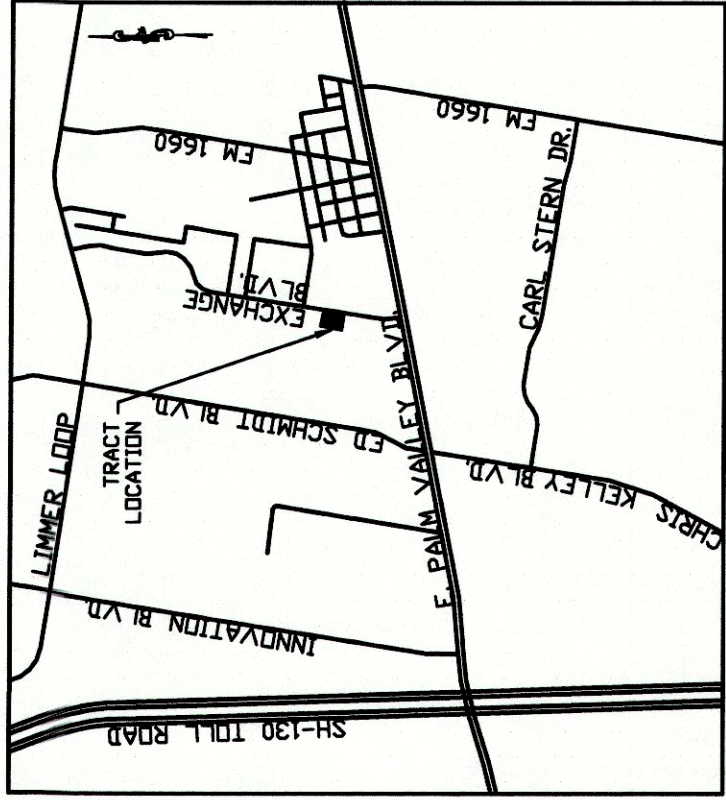
**ATTEST:**

---

Lisa L. Brown, City Secretary



PRELIMINARY PLAT OF  
HUTTO SQUARE COMMERCIAL BLOCK U LOTS 1-3  
BEING A REVISED PRELIMINARY PLAT OF HUTTOPARKE BLOCK 32 LOT 39  
HUTTO, WILLIAMSON COUNTY, TEXAS



VICINITY MAP  
SCALE: N.T.S.

ELLEN HANSON, ET AL  
VOL. 301, PG. 327 W.C.D.R.

- CITY OF HUTTO  
STANDARD PLAT NOTES
- 1) No buildings, fencing, landscaping or structures are allowed within any drainage or wastewater easement unless expressly permitted by the City of Hutto.
  - 2) Building setbacks shall conform to Unified Development Code requirements.
  - 3) Easements (5) Public Utility Easement (PUE) is hereby dedicated along and adjacent to all street side property lines.
  - 4) A five (5) foot Public Utility Easement (PUE) is hereby dedicated on each side of all rear lot lines.
  - 5) A five (5) foot Public Utility Easement (PUE) is hereby dedicated on each side of all rear lot lines.
  - 6) Lot 1 Block U shall be dedicated with connection is made to public water and wastewater utilities.
  - 7) Sidewalks and trees shall be provided on both sides of all streets within this subdivision.
  - 8) Sewerage and trees shall be provided along all streets bounding this subdivision.
  - 9) Water and wastewater services for Lot 1 Block U, 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 utilities.
  - 10) In order to promote drainage away from a structure, the side elevations proposed on Lot 1 Block U 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  $\frac{1}{4}$  per foot for a distance of at least 10-feet.
  - 11) Lot 1 Block U is within the City of Hutto Wastewater CDR service area.
  - 12) Floodplain Notes:
    - a. Ultimate Floodplain
      - i. No portion of this tract is encroached by the floodplain.
      - ii. 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 permits.
    - b. Existing Floodplain
      - i. No portion of this tract is encroached by any special flood hazard areas inundated by the 1% annual chance floodplain as shown on the Flood Insurance Rate Map (FIRM) effective date SEPTEMBER 27, 1991, for WILLIAMSON COUNTY, TEXAS.
  - 13) Lot 1 Block U is zoned BT - Commercial Local/Neighborhood with a maximum impervious area of 65%.
  - 14) Existing Regional detention facilities are provided to reduce post-development peak rates of discharge of the 2, 10, 25 and 100-year storm events.
  - 15) All easements on private property shall be maintained by the owner.
  - 16) Utility Providers:
    - Water: City of Hutto
    - Wastewater: City of Hutto
    - Gas: Atmos Energy
    - Electric: Atmos Energy (Owner)
  - 17) No new roads are proposed with this plat schematic.

LEGAL DESCRIPTION- 2.849 ACRE TRACT :

OF A 2.849 ACRE TRACT, MORE OR LESS, OUT OF THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 21.737 ACRE TRACT CONVEYED TO HUTTO DEVELOPMENT, LTD. BY WARRANTY DEED, RECORDED IN DOCUMENT NO. 2001071791, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 2.849 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD SET IN THE WEST RIGHT-OF-WAY OF EXCHANGE BOULEVARD (70' RIGHT-OF-WAY) AS SHOWN UPON THE PLAT RECORDED IN CABINET W, SLIDE 263 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; FOR THE EASTERLY NORTHEAST CORNER HEREOF, FROM WHICH AN "X" FOUND IN CONCRETE BEARS N 09°29'39" E, A DISTANCE OF 248.56 FEET;

THENCE, WITH THE WEST RIGHT-OF-WAY OF SAID EXCHANGE BOULEVARD, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

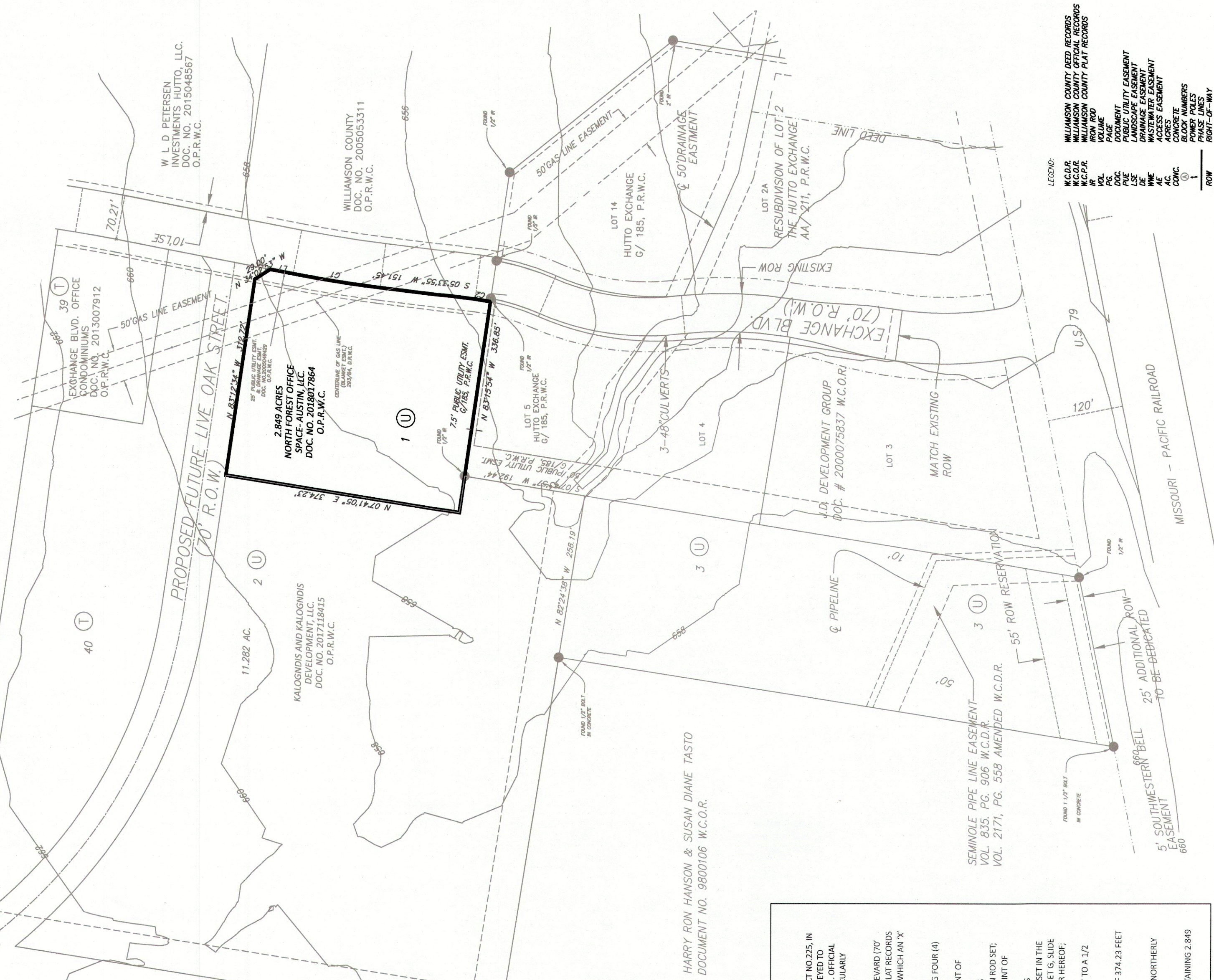
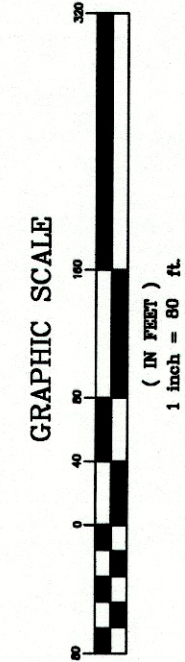
1. S 09°29'39" W, A DISTANCE OF 36.88 FEET TO A 1/2 INCH IRON ROD SET FOR THE POINT OF CURVATURE OF A CURVE TO THE LEFT;
2. ALONG SAID CURVE TO THE LEFT, WHOSE RADIUS IS 2035.00 FEET AND CHORD BEARS S 07°33'51" W, 139.47 FEET, FOR AN ARC DISTANCE OF 139.50 FEET TO A 1/2 INCH IRON ROD SET;
3. S 05°33'55" W, A DISTANCE OF 151.45 FEET TO A 1/2 INCH IRON ROD SET FOR THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
4. ALONG SAID CURVE TO THE RIGHT, WHOSE RADIUS IS 365.00 FEET AND CHORD BEARS S 07°27'55" W, 24.21 FEET, FOR AN ARC DISTANCE OF 24.21 FEET TO A 1/2 INCH IRON ROD SET IN THE NORTH LINE OF LOT 5; HUTTO EXCHANGE, AS SHOWN UPON THE PLAT RECORDED IN CABINET G, SLIDE 185, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHEAST CORNER HEREOF;

THENCE, N 83°15'54" W, WITH THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 336.85 FEET TO A 1/2 INCH IRON ROD SET FOR THE SOUTHWEST CORNER HEREOF;

THENCE, N 07°41'05" E, ALONG THE WEST LINE OF SAID 21.737 ACRE TRACT, A DISTANCE OF 374.23 FEET TO A 1/2 INCH IRON ROD SET FOR THE NORTHWEST CORNER HEREOF;

THENCE, S 83°12'34" E, A DISTANCE OF 312.72 FEET TO A 1/2 INCH IRON ROD SET FOR THE NORTHERLY NORTHEAST CORNER HEREOF;

THENCE, S 34°02'53" E, A DISTANCE OF 29.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 2.849 ACRES OF LAND, MORE OR LESS.



NUMBER OF LOTS:

COMMERCIAL:  
LOT 1, BLOCK U HUTTO SQUARE SECTION 4 (124,107 SQ. FT.)

PROPERTY OWNER:  
NORTH FOREST OFFICE SPACE- AUSTIN, LLC.  
BRENDAN JORDAN, PRESIDENT  
305 N. HEATHERWILDE BLVD. # 250  
PFLUGERVILLE, TX. 78660



ENGINEER:  
CATALYST ENGINEERING GROUP  
TIMOTHY J. MOLTZ, P.E. 77901  
100 SOUTH 2ND STREET  
PFLUGERVILLE, TEXAS 78660  
PHONE: 512-944-6077

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 09°29'39" W | 36.88'   |

| CURVE | ARC LENGTH | RADIUS   | DELTA ANGLE | CHORD         | BEARING | CHORD LENGTH |
|-------|------------|----------|-------------|---------------|---------|--------------|
| C1    | 139.50'    | 2035.00' | 3°55'39"    | N 07°33'51" E | 139.47' | 139.47'      |
| C2    | 24.21'     | 364.99'  | 3°48'02"    | N 07°27'55" E | 24.21'  | 24.21'       |



## **CITY OF HUTTO CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:**

8E.

**AGENDA DATE:** August 16, 2018

**PRESENTED BY:**

Ashley Lumpkin, AICP, Executive  
Director, Business & Development  
Services

**ITEM:**

Consideration and possible action on a resolution approving the proposed North Town Commons Lots 6-13 Block A Revised Preliminary Plat, 9.78 acres, more or less, of land, four commercial lots, located on Limmer Loop east of FM 1660 North. (Ashley Lumpkin)

**STRATEGIC GUIDE POLICY:** Well Balanced & Diversified Economy

**ITEM BACKGROUND:**

The revised Preliminary Plat for North Town Commons Block A, Lots 6-13 is located along Limmer Loop approximately 500 feet east of FM 1660 North. The proposal seeks to amend the existing Preliminary Plat to reduce the number of lots from eight lots to four. The layout substantially conforms to the approved North Town Commons PUD that was adopted in 2008 and amended in 2017. Access to the proposed lots will be provided either by Limmer Loop or via the proposed private driveway indicated on the schematic. Joint use access easements will be dedicated with the Final Plat. The private driveway will be owned and maintained by the property owners, through a Property Owners Association.

The property will be served by the City of Hutto after the developer makes the necessary extensions. The utilities on site will be maintained by the property owner/developer, which aligns with the requirements of the PUD zoning requirements. Sidewalks will be installed by the developer on all street side property lines. TXDOT recently analyzed the intersection of Limmer Loop and FM 1660 North. **TXDOT has determined additional right-of-way is necessary to accommodate a width of 130 feet along Limmer Loop, which is an additional 20 of dedicated right-of-way. Along FM 1660, TXDOT requires a right-of-way width of 165 feet, which will result in an additional 42.5 feet of right-of-way dedication.**

Prior to recordation of the Final Plat, the additional right-of-way should be shown on the schematic and the revised Preliminary Plat should be updated administratively to reflect the change as well.

**BUDGETARY AND FINANCIAL SUMMARY:**

Not applicable.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

The Planning and Zoning Commission recommended approval to City Council on August 7, 2018. The motion was unanimous.

**CITY ATTORNEY REVIEW:**

Not applicable.

**STAFF RECOMMENDATION:**

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

Staff recommends that the Council approve the resolution for the proposed revised Preliminary Plat.

**SUPPORTING MATERIAL:**

1. [Resolution - North Town Commons Lots 6-13 Block A Revised Preliminary Plat](#)

## **RESOLUTION NO.**

### **A RESOLUTION APPROVING THE PLAT KNOWN AS "NORTH TOWN COMMONS LOTS 6-13 BLOCK A REVISED 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 "North Town Commons Lots 6-13 Block A Revised Preliminary Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

**CONSIDERED and RESOLVED** on this the **16th** day of the month **August, 2018**.

**THE CITY OF HUTTO, TEXAS**

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Doug Gaul, Mayor

**ATTEST:**

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Lisa L. Brown, City Secretary

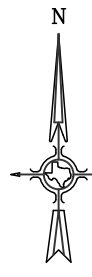
# NORTH TOWN COMMONS REVISED PRELIMINARY PLAT FOR LOTS 6 THROUGH 13 BLOCK A

IN THE CITY OF HUTTO

9.78 ACRES OUT OF 28.449 ACRES IN  
DOC. NO. 2007062953 OF O.P.R.W.C.

| LOT AREA |     |         | MIN. FINISHED FLOOR ELEVATION |
|----------|-----|---------|-------------------------------|
| BLK      | LOT | ACREAGE | 677.0                         |
| A        | 6   | 1.07    | 675.0                         |
| A        | 7   | 1.04    | 675.0                         |
| A        | 8   | 2.58    | 679.0                         |
| A        | 9   | 5.09    | 679.0                         |
| TOTAL    |     |         | 9.78                          |

0 50 100 FT



## LEGEND

- IRF FOUND IRON ROD (UNLESS OTHERWISE NOTED)
- IRS SET IRON ROD (UNLESS OTHERWISE NOTED)
- ▲ CALCULATED POINT
- J.A.E. JOINT ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- B.L. BUILDING SETBACK LINE
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- ① LOT NUMBER
- POB POINT OF BEGINNING
- 679-- EXISTING CONTOUR

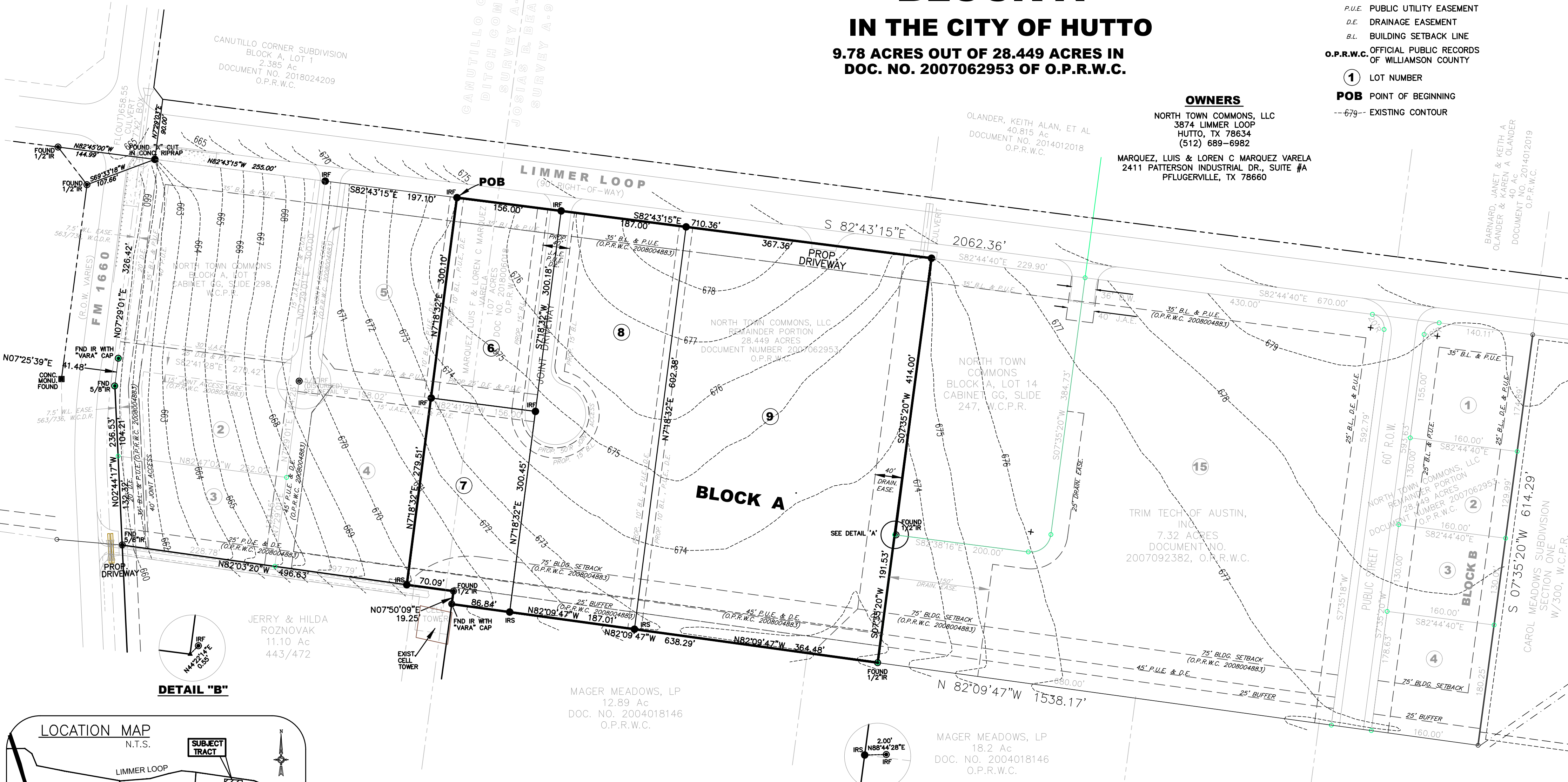
## OWNERS

NORTH TOWN COMMONS, LLC  
3874 LIMMER LOOP  
HUTTO, TX 78634  
(512) 689-6982

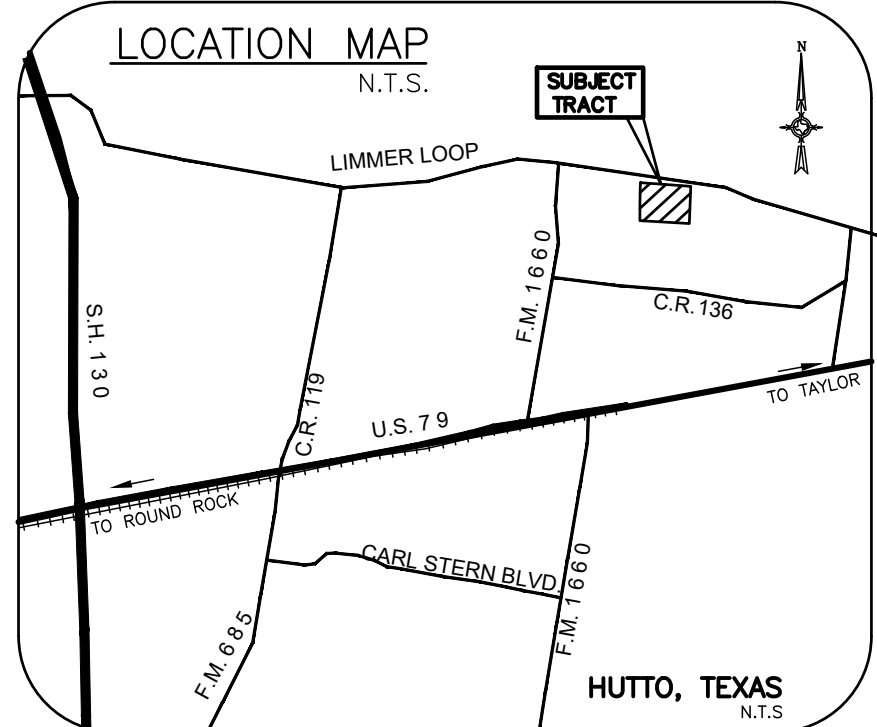
MARQUEZ, LUIS & LOREN C MARQUEZ VARELA  
2411 PATTERSON INDUSTRIAL DR., SUITE #A  
PFLUGERVILLE, TX 78660

BARNARD, JANET & KEITH A  
OLANDER & KAREN A OLANDER  
DOCUMENT NO. 2014012019  
O.P.R.W.C.

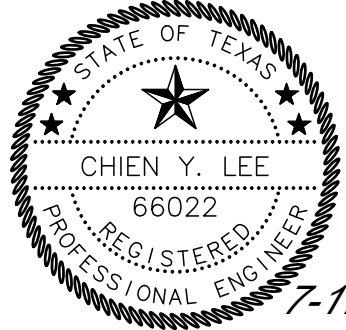
OLANDER, KEITH ALAN, ET AL  
40.815 AC  
DOCUMENT NO. 2014012018  
O.P.R.W.C.



DETAIL "B"



DETAIL "A"



Received 7/18/18



7-17-2018

Chien Lee

**PRELIMINARY**  
FOR REVIEW & COMMENT ONLY  
NOT FOR RECORDATION

**HEJL, LEE & ASSOCIATES, INC.**  
ENGINEERING • SURVEYING • PLANNING

321 ED SCHMIDT BLVD., SUITE 100, HUTTO, TEXAS 78634  
Ph: (512) 642-3292

SHEET 1 OF 2



NORTH TOWN COMMONS
REVISED PRELIMINARY PLAT FOR
BLOCK A LOT 6 THRU 13, BLOCK A

CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS

FIELD NOTES

Being 9.78 acre tract of land located in the Canutillo Colony Ditch Company Survey, Abstract No. 693, and Josias B. Bealle Survey, Abstract 97 in Williamson County, Texas. Said 9.78 acre tract of land being out of the remainder of a called 28.449 acre tract of land recorded in the name of North Town Commons, LLC in Document Number (Doc.) 2007062953 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.), also being all of 1.07 acre tract of land recorded in the name of Marquez, Luis F & Loren C Marquez Varela in Doc. 2018006018 of O.P.R.W.C.; said 8.74 acre tract of land being more particularly described by metes and bounds description as follows (bearings and distances are based on the Texas State Plane Coordinate System (NAD83), Central Zone, based on GPS observations);

BEGINNING at an iron rod found with "Hejl Lee" cap for the northwest corner of said 1.07 acre Marquez tract, from which an iron rod found for the northeast corner of Lot 1, Block A, North Town Commons, a subdivision recorded in Cabinet GG Slide 298 of Williamson County Plat Records (W.C.P.R.), bears N 82°43'15" W, a distance of 197.10 feet; being the northwest corner of herein described tract;

THENCE, S 82°43'15" E, traveling along the south line of Limmer Loop and the north line of said remainder of 28.449 acre tract, a distance of 710.36 feet to an iron rod set with "Hejl Lee" cap for the northwest corner of Lot 14, Block A, North Town Commons, as recorded in Cabinet GG Slide 247 of W.C.P.R., also being the northeast corner of herein described tract;

THENCE, S 7°35'20" W, traveling along the west line of said Lot 14, a distance of 414.00 feet to an iron rod set with "Hejl Lee" cap, from which an iron rod found bears N 88°44'28" E, a distance of 2.00 feet, for the southwest corner of said Lot 14;

THENCE, S 7°35'20" W, traveling the interior of said remainder of 28.449 acre tract, a distance of 191.53 feet to a half-inch iron rod found on the south line of said remainder of 28.449 acre tract, also being on the north line of 12.89 acre tract recorded in the name of Mager Meadows, L.P. in Doc. 2004018146 of O.P.R.W.C., being the southeast corner of herein described tract;

THENCE, N 82°09'47" W, traveling along the south line of said remainder of 28.449 acre tract and the north line of said 12.89 acre Mager Meadows tract, a distance of 638.29 feet to an iron rod found with "Vara" cap for an ell corner of herein described tract;

THENCE, N 7°50'09" E, traveling along a west line of said remainder of 28.449 acre tract and the east line of a 11.10 acre tract in the name of Jerry & Hilda Roznovak as recorded in Volume 443 Page 472 of Williamson County Deed Records, a distance of 19.25 feet to an 1/2" iron rod found for an ell corner of herein described tract;

THENCE, S 82°03'20" W, traveling along the south line of said remainder of 28.449 acre tract and the north line of said 11.10 acre tract, a distance of 70.09 feet to an iron rod set with "Hejl Lee" cap for the southwest corner of herein described tract;

THENCE, N 7°18'32" E, traveling the interior of said remainder of 28.449 acre tract, a distance of 279.51 feet to an iron rod found with "Hejl Lee" cap for the southwest corner of said 1.07 acre Marquez tract;

THENCE, N 7°18'32" E, traveling along the west line of said 1.07 acre Marquez tract, a distance of 300.10 feet to the POINT OF BEGINNING and containing 9.78 acres of land, more or less.

STATE OF TEXAS
COUNTY OF WILLIAMSON

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

DRAFT



NOTES

- 1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- 2. BUILDING SETBACK LINES SHALL CONFORM WITH CITY OF HUTTO UNIFIED DEVELOPMENT CODE, AS AMENDED, OR WITH THE APPROVED PUD.
- 3. A 10' P.U.E. IS DEDICATED ALONG EACH SIDE OF ALL REAR LOT LINES.
- 4. A 10' P.U.E. ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES IS HEREBY DEDICATED.
- 5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- 6. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE CITY OF HUTTO UDC REQUIREMENTS.
- 7. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
- 8. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
- 9. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE WATER: CITY OF HUTTO, WASTEWATER: CITY OF HUTTO, AND ELECTRIC: ONCOR.
- 10. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NO. 48491C0520E, EFFECTIVE DATE OF SEPTEMBER 26, 2008.
- 11. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2-INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
- 12. ON-SITE STORM WATER DETENTION FACILITIES SHALL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25, AND 100-YEAR STORM EVENTS. EACH LOT SHALL BE RESPONSIBLE FOR PROVIDING ITS ON-SITE STORM WATER DETENTION POND TO REGULATE STORM WATER BEFORE DISCHARGE OFF-SITE.
- 13. THIS SUBDIVISION IS SUBJECT TO THE FOLLOWING REGULATIONS:
- PLANNED UNIT DEVELOPMENT (PUD) ZONING ORDINANCE NO. 08-019-00 AS RECORDED IN DOC. 2009027013 OF OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.
- DEVELOPMENT PLAN NORTH TOWN COMMONS PUD (PENDING RECORDATON).
- RESTRICTIVE COVENANTS AS RECORDED IN DOC. 2008004882 OF OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, DATED 1-17-2008.
- 14. BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD83), CENTRAL ZONE, BASED ON GPS OBSERVATIONS.
- 15. NO PORTION OF THE SUBJECT TRACT IS LOCATED WITHIN 100-YEAR FLOODPLAIN, PER FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL 48491C520E, EFFECTIVE 9-26-2008.
- THE MAXIMUM IMPERVIOUS COVERAGE PER NON-RESIDENTIAL LOT IS 85%.

STATE OF TEXAS
COUNTY OF WILLIAMSON

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

DRAFT

CHIEN Y. LEE, P.E., R.P.L.S., AICP
LICENSED PROFESSIONAL ENGINEER
HEJL, LEE & ASSOCIATES, INC.
321 ED SCHMIDT BLVD., SUITE 100
HUTTO, TX 78634
(512) 642-3292



Received 7/18/18



STATE OF TEXAS
COUNTY OF WILLIAMSON
KNOW ALL MAN BY THESE PRESENTS:

THAT NORTH TOWN COMMONS, LLC, OWNER OF 24.45 ACRE TRACT OF LAND AS AS RECORDED IN DOUCMENT NO. 2006040534 OF OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY DEDICATE TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS, AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON TO BE KNOWN AS
NORTH TOWN COMMONS, REVISED PRELIMINARY PLAT
FOR LOT 6 THRU 13, BLOCK A

WILLIAM RANDALL RUSS, PRESIDENT
NORTH TOWN COMMONS, LLC

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, A NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED WILLIAM RANDALL RUSS, KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_DAY OF \_\_\_\_\_, A.D., 2018.

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES:\_\_\_\_\_

PASSED AND APPROVED BY THE CITY COUNCIL ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2017 A.D. AND AUTHORIZE TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DOUG GAUL, LISA L. BROWN
MAYOR, CITY SECRETARY

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_DAY OF \_\_\_\_\_, 2017, A.D., AT \_\_\_\_ O'CLOCK \_\_\_\_M. AND DULY RECORDED THIS \_\_\_\_DAY OF \_\_\_\_\_, 2017, A.D., AT \_\_\_\_ O'CLOCK, \_\_\_\_M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN INSTRUMENT NO. \_\_\_\_\_.

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

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

BY: \_\_\_\_\_
DEPUTY

HEJL, LEE & ASSOCIATES, INC.

ENGINEERING • SURVEYING • PLANNING
321 ED SCHMIDT BLVD., SUITE 100, HUTTO, TX 78634
PH. (512) 642-3292 FAX (512) 642-4230
TBPE FIRM NO. F-755 TBPLS FIRM NO. 10058500

SHEET 2 OF 2

## **CITY OF HUTTO CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:**

8F.

**AGENDA DATE:** August 16, 2018

**PRESENTED BY:**

Ashley Lumpkin, AICP, Executive  
Director, Business & Development  
Services

**ITEM:**

Consideration and possible action on a resolution approving the proposed North Town Commons Lots 6, 8 and 9 Block A Final Plat, 8.74 acres, more or less, of land, 3 commercial lots, located on Limmer Loop east of FM 1660 North. (Ashley Lumpkin)

**STRATEGIC GUIDE POLICY:** Well Balanced & Diversified Economy

**ITEM BACKGROUND:**

The Final Plat for North Town Commons Block A, Lots 6-13 is located along Limmer Loop approximately 500 feet east of FM 1660 North. The proposal seeks to formally create four non-residential lots, a private driveway/joint access, and easements for the installation of future utility services. The layout substantially conforms to the approved North Town Commons PUD as well as the revised Preliminary Plat, also on this agenda for approval.

Access to the proposed lots will be provided either by Limmer Loop or via the proposed private driveway indicated on the schematic. Joint use access easements will be dedicated with the Final Plat. The private driveway will be owned and maintained by the property owners, through a Property Owners Association.

The property will be served by the City of Hutto after the developer makes the necessary extensions. The utilities on site will be maintained by the property owner/developer, which aligns with the requirements of the PUD zoning requirements. Sidewalks will be installed by the developer on all street side property lines. TXDOT recently analyzed the intersection of Limmer Loop and FM 1660 North. TXDOT has determined additional right-of-way is necessary to accommodate a width of 130 feet along Limmer Loop, which is an additional 20 of dedicated right-of-way. Along FM 1660, TXDOT requires a right-of-way width of 165 feet, which will result in an additional 42.5 feet of right-of-way dedication.

Prior to recordation of the Final Plat, the additional right-of-way should be shown on the schematic, a condition of approval has been included with the recommendation below

**BUDGETARY AND FINANCIAL SUMMARY:**

Not applicable.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

The Planning and Zoning Commission recommended approval to City Council on August 7, 2018. The motion was unanimous.

**CITY ATTORNEY REVIEW:**

Not applicable.

**STAFF RECOMMENDATION:**

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

Staff recommends that the Commission recommend approval of the proposed revised Final Plat to City Council with the following conditions:

1. The revised Preliminary Plat is approved prior to the Final Plat approval.
2. A note is added to the Final Plat indicating maintenance of the private driveway and utilities, mirroring the PUD language.
3. TXDOT is requiring additional right-of-way, the schematic will be updated to reflect their dedication requirements.

**SUPPORTING MATERIAL:**

1. [Resolution - North Town Commons Lots 6, 8 and 9 Block A Final Plat](#)



## **RESOLUTION NO.**

**A RESOLUTION APPROVING THE PLAT KNOWN AS "NORTH TOWN COMMONS LOTS 6, 8 AND 9 BLOCK A FINAL PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.**

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

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

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

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

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

that the Hutto City Council hereby approves the resolution for the plat known as "North Town Commons Lots 6, 8 and 9 Block A Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

**CONSIDERED and RESOLVED** on this the **16th** day of the month **August, 2018**.

**THE CITY OF HUTTO, TEXAS**

---

Doug Gaul, Mayor

**ATTEST:**

---

Lisa L. Brown, City Secretary

Received 7/30/18



# FINAL PLAT

## LOTS 6, 8, & 9, BLOCK A

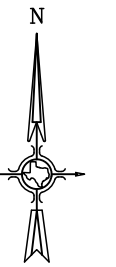
### NORTH TOWN COMMONS

#### IN THE CITY OF HUTTO

0 50 100 FT

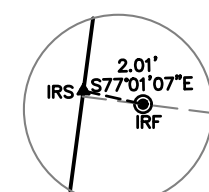
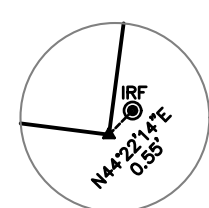
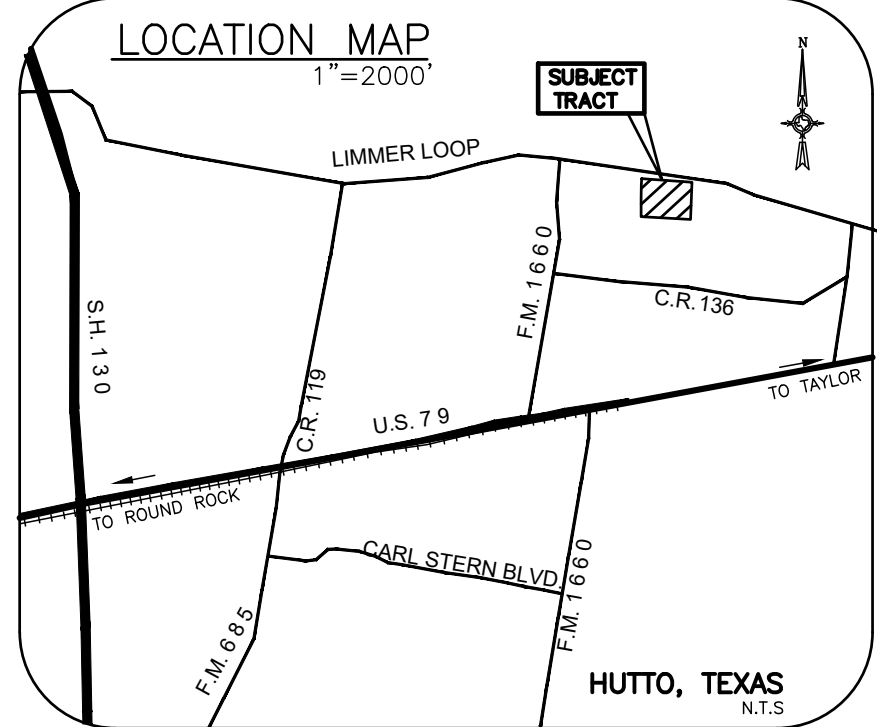
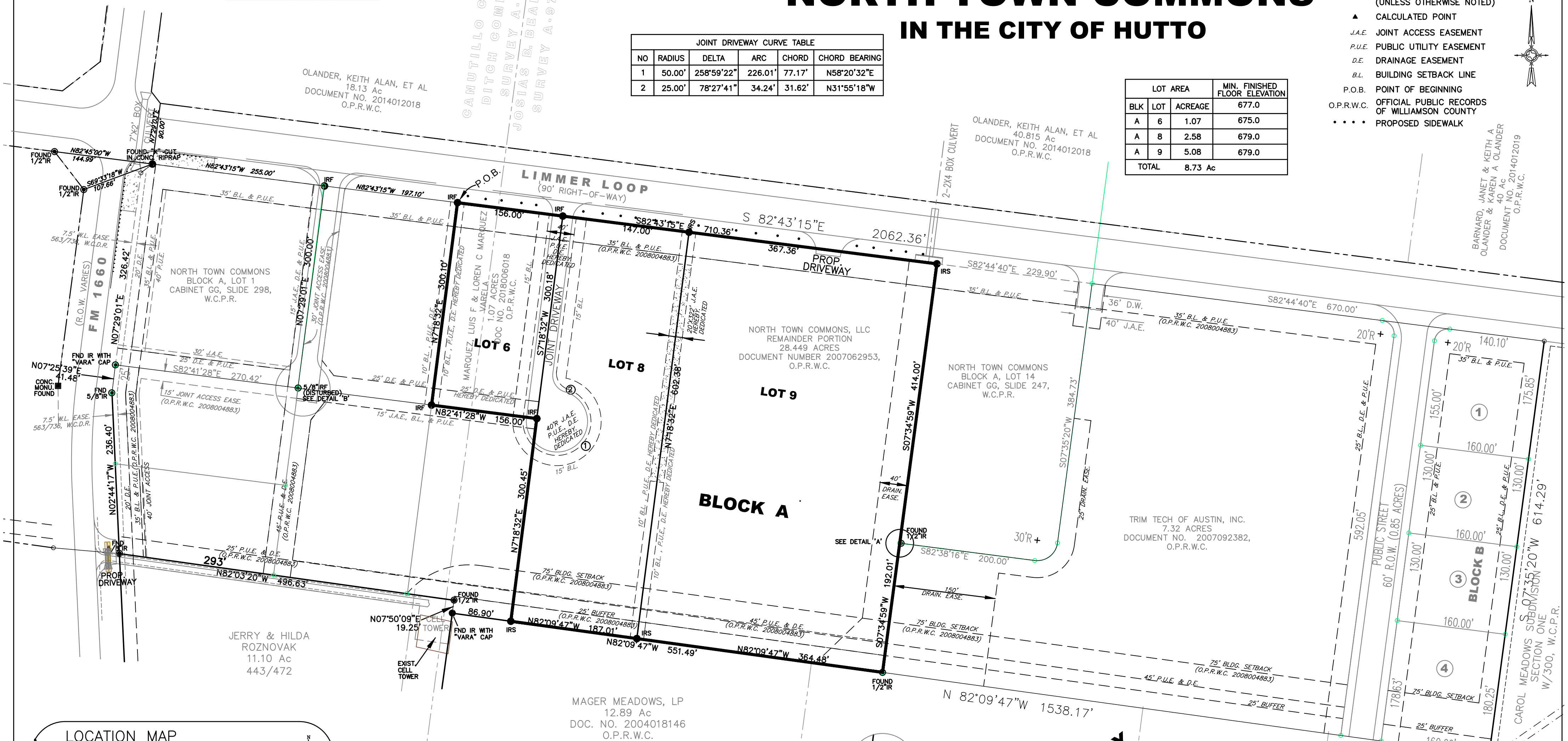
#### LEGEND

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



| JOINT DRIVEWAY CURVE TABLE |        |            |         |        |               |
|----------------------------|--------|------------|---------|--------|---------------|
| NO                         | RADIUS | DELTA      | ARC     | CHORD  | CHORD BEARING |
| 1                          | 50.00' | 258°59'22" | 226.01' | 77.17' | N58°20'32"E   |
| 2                          | 25.00' | 78°27'41"  | 34.24'  | 31.62' | N31°55'18"W   |

| LOT AREA |     |         | MIN. FINISHED FLOOR ELEVATION |
|----------|-----|---------|-------------------------------|
| BLK      | LOT | ACREAGE |                               |
| A        | 6   | 1.07    | 675.0                         |
| A        | 8   | 2.58    | 679.0                         |
| A        | 9   | 5.08    | 679.0                         |
| TOTAL    |     |         | 8.73 Ac                       |



7-30-2018

**FOR REVIEW & COMMENT ONLY**  
**NOT FOR RECORDATION**

SHEET 1 OF 2

**HEJL, LEE & ASSOCIATES, INC.**  
ENGINEERING • SURVEYING • PLANNING  
321 ED SCHMIDT BLVD., SUITE 100, HUTTO, TEXAS 78634  
Ph:(512) 642-3292



1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. BUILDING SETBACK LINES SHALL CONFORM WITH CITY OF HUTTO UNIFIED DEVELOPMENT CODE, AS AMENDED, OR WITH THE APPROVED PUD. THIS SUBDIVISION IS SUBJECT TO THE FOLLOWING REGULATIONS:
  - PLANNED UNIT DEVELOPMENT (PUD) ZONING ORDINANCE NO. 08-019-00 AS RECORDED IN DOC. 2009027013 OF OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.
  - RESTRICTIVE COVENANTS AS RECORDED IN DOC. 2008004882 OF OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, DATED 1-17-2008.
3. A 10' P.U.E. IS DEDICATED ALONG EACH SIDE OF ALL REAR LOT LINES.
4. A 10' P.U.E. ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES IS HEREBY DEDICATED.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
6. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE CITY OF HUTTO UDC REQUIREMENTS.
7. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
8. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
9. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE WATER: CITY OF HUTTO, WASTEWATER: CITY OF HUTTO, AND ELECTRIC: ONCOR.
10. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NO. 48491C0520E, EFFECTIVE DATE OF SEPTEMBER 26, 2008.
11. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2-INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
12. ON-SITE STORMWATER DETENTION FACILITIES SHALL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25, AND 100-YEAR STORM EVENTS.
13. THE MAXIMUM IMPERVIOUS COVERAGE PER NON-RESIDENTIAL LOT IS 85%.

Being 8.73 acres tract of land located in the Canutillo Colony Ditch Company Survey, Abstract No. 693, and Josias B. Bealle Survey, Abstract 97 in Williamson County, Texas. Said 8.74 acre tract of land being out of the remainder of a called 28.449 acre tract of land recorded in the name of North Town Commons, LLC in Document Number (Doc.) 2007062953 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.), also being all of 1.07 acre tract of land recorded in the name of Marquez, Luis F & Loren C Marquez Varela in Doc. 201806018 of O.P.R.W.C.; said 8.73 acres tract of land being more particularly described by metes and bounds description as follows (bearings and distances are based on the Texas State Plane Coordinate System (NAD83), Central Zone, based on GPS observations);

THENCE, N 7°18'32" E, traveling along the west line of said 1.07 acre Marquez tract, a distance of 300.10 feet to the POINT OF BEGINNING and containing 8.73 acres of land, more or less.

COUNTY OF WILLIAMSON KNOW ALL MAN BY THESE PRESENTS:  
STATE OF TEXAS  
WE, MARQUEZ, LUIS F & LOREN C MARQUEZ VARELA, BEING OWNERS OF 1.07 ACRE TRACT OF  
LAND AS RECORDED IN DOCUMENT NO. 2018006018 OF OFFICIAL PUBLIC RECORDS OF  
WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT TO BE KNOWN AS  
**LOTS 6, 8, & 9, BLOCK A, NORTH TOWN COMMONS**  
AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER THE USE OF THE STREETS, ALLEYS, EASEMENTS,  
AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.  
TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018, A.D.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE \_\_\_\_DAY OF \_\_\_\_\_, 2018, A.D.

PRINT NAME \_\_\_\_\_ MY COMMISSION EXPIRES:\_\_\_\_\_

NOTARY PUBLIC, STATE OF TEXAS

PRINT NAME \_\_\_\_\_ MY COMMISSION EXPIRES:\_\_\_\_\_

COUNTY OF BEXAR                      KNOW ALL MAN BY THESE PRESENTS:  
STATE OF TEXAS  
THAT RANDOLPH-BROOKS FEDERAL CREDIT UNION, THE LIEN HOLDER OF THE CERTAIN TRACT SHOWN  
HEREON, DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE  
REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT.

RANDOLPH-BROOKS FEDERAL CREDIT UNION

MIGUEL MALDONADO, TRUSTEE  
COUNTY OF BEXAR  
STATE OF TEXAS  
KNOW ALL MAN BY THESE PRESENTS:  
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MIGUEL MALDONADO  
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT,  
AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND  
CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.  
WITNESS MY HAND AND SEALED IN MY OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, A.D.

NOTARY PUBLIC, STATE OF TEXAS

PRINT NAME \_\_\_\_\_ MY COMMISSION EXPIRES:\_\_\_\_\_

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

CHIEN Y. LEE, P.E., R.P.L.S., AICP  
HEJL, LEE & ASSOCIATES, INC.  
321 ED SCHMIDT BLVD., SUITE 100  
HUTTO, TX 78634 (512) 642-3292  
STATE OF TEXAS

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

CHIEN Y. LEE, P.E., R.P.L.S., AICP  
HEJL, LEE & ASSOCIATES, INC.  
321 ED SCHMIDT BLVD., SUITE 100  
HUTTO, TX 78634 (512) 642-3292

COUNTY OF WILLIAMSON KNOW ALL MAN BY THESE PRESENTS:  
STATE OF TEXAS  
WE, BOB CASTLE AND WILLIAM RANDALL RUSS, BEING OWNERS OF NORTH TOWN  
COMMONS, LLC, OWNS THE REMAINDER OF 28.449 ACRE TRACT OF LAND AS  
RECORDED IN DOCUMENT NO. 2007062953 OF OFFICIAL PUBLIC RECORDS  
OF WILLIAMSON COUNTY, TEXAS DO HEREBY SUBDIVIDE 8.74 ACRES OUT OF SAID  
REMAINDER OF 28.449 ACRE TRACT TO BE KNOWN AS **LOTS 6, 8, & 9,  
BLOCK A, NORTH TOWN COMMONS** AND DO HEREBY DEDICATE TO  
THE PUBLIC FOREVER THE USE OF THE STREETS, ALLEYS, EASEMENTS, AND ALL  
OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018, A.D.

BOB CASTLE WILLIAM RANDALL RUSS

STATE OF TEXAS  
COUNTY OF WILLIAMSON

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

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE \_\_\_\_DAY OF \_\_\_\_\_, 2018 A.D.

NOTARY PUBLIC, STATE OF TEXAS

PRINT NAME

MY COMMISSION EXPIRES:\_\_\_\_\_

STATE OF TEXAS  
COUNTY OF WILLIAMSON

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

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE \_\_\_\_DAY OF \_\_\_\_\_, 2018 A.D.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

PRINT NAME

MY COMMISSION EXPIRES:\_\_\_\_\_

APPROVAL:

PASSED AND APPROVED BY THE CITY COUNCIL ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2018 A.D. AND AUTHORIZE TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

|           |      |                |      |
|-----------|------|----------------|------|
| DOUG GAUL | DATE | LISA L. BROWN  | DATE |
| MAYOR     |      | CITY SECRETARY |      |

STATE OF TEXAS  
COUNTY OF WILLIAMSON

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 \_\_\_\_\_, 2018, A.D., AT \_\_\_\_\_ O'CLOCK  
 \_\_\_\_M. AND DULY RECORDED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018,  
 A.D., AT \_\_\_\_\_ O'CLOCK, \_\_\_\_M. IN THE OFFICIAL PUBLIC RECORDS OF SAID  
 COUNTY, IN INSTRUMENT NO. \_\_\_\_\_.

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

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

BY: \_\_\_\_\_  
DEPUTY

**HEJL, LEE & ASSOCIATES, INC.**  
**ENGINEERING • SURVEYING • PLANNING**  
 321 ED SCHMIDT BLVD., SUITE 100, HUTTO, TX 78634  
 PH. (512) 642-3292  
 TBPE FIRM NO. F-755      TBPLS FIRM NO. 10058500

SHEET 2 OF 2

FINAL PLAT (SHEET 2) 2018-07-30.DWG    UPDATED: 7-30-2018    HLA PROJECT SP1718    CHIEN

## **CITY OF HUTTO CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 8G. **AGENDA DATE:** August 16, 2018

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

**ITEM:**

Consideration and possible action on a resolution approving the proposed Star Ranch Section 7 Revision #2 Preliminary Plat, 131.2593 acres, more or less, of land, located within Hutto's extraterritorial jurisdiction west of SH-130 and Gattis School Road. (Ashley Lumpkin)

**STRATEGIC GUIDE POLICY:** Well Balanced & Diversified Economy

**ITEM BACKGROUND:**

The Star Ranch 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 includes a Concept Plan and sets vesting to the 2002 Subdivision Ordinance.

The SPA/LPA requires that all Preliminary Plats be in compliance with the approved Concept Plan. The proposed Revised Preliminary Plat conforms to the recently amended Concept Plan and the condition of approval stating the amenity center lot should be placed along Star Ranch Blvd. and at a minimum of 3 acres. The proposed schematic also proposes a new right-of-way that will serve as future access between Parcels 15A and 15B and provide direct access to the 35 acres of parkland. The parkland will be platted and dedicated to the City by separate instrument with a future Final Plat.

**Summary of Request**

The Preliminary Plat for Star Ranch Section 7 is located to the west of SH 130 along Star Ranch Boulevard and Winterfield Drive. The original Preliminary Plat was approved in December of 2007 and revised in December of 2017. The areas currently platted are indicated in the hatched area on the proposed plat.

The Preliminary Plat proposes approximately 35.3 acres for parkland as agreed upon in the SPA/LPA. 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.

**BUDGETARY AND FINANCIAL SUMMARY:**

Not applicable.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

The Planning and Zoning Commission recommended approval to City Council on August 7, 2018. The motion was unanimous.

**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. All comments have been addressed in the proposed Preliminary Plat is in compliance with the applicable subdivision regulations and the SPA/LPA agreement.

Staff recommends that the Council approve the resolution for the proposed Preliminary Plat to City Council per Section 212.005 of the Local Government Code with the condition:

1. Star Park Road will be designed to intersect with Star Ranch Blvd. at a 90-degree angle.

**SUPPORTING MATERIAL:**

1. [Resolution - Star Ranch Section 7 Revision #2 Preliminary Plat](#)

## **RESOLUTION NO.**

**A RESOLUTION APPROVING THE PRELIMINARY PLAT KNOWN AS  
"STAR RANCH SECTION 7 REVISION #2 PRELIMINARY PLAT";  
LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF 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 concept plan known as "Star Ranch Section 7 Revision #2 Preliminary Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

**CONSIDERED and RESOLVED** on this the **16th** day of the month **August, 2018**.

**THE CITY OF HUTTO, TEXAS**

---

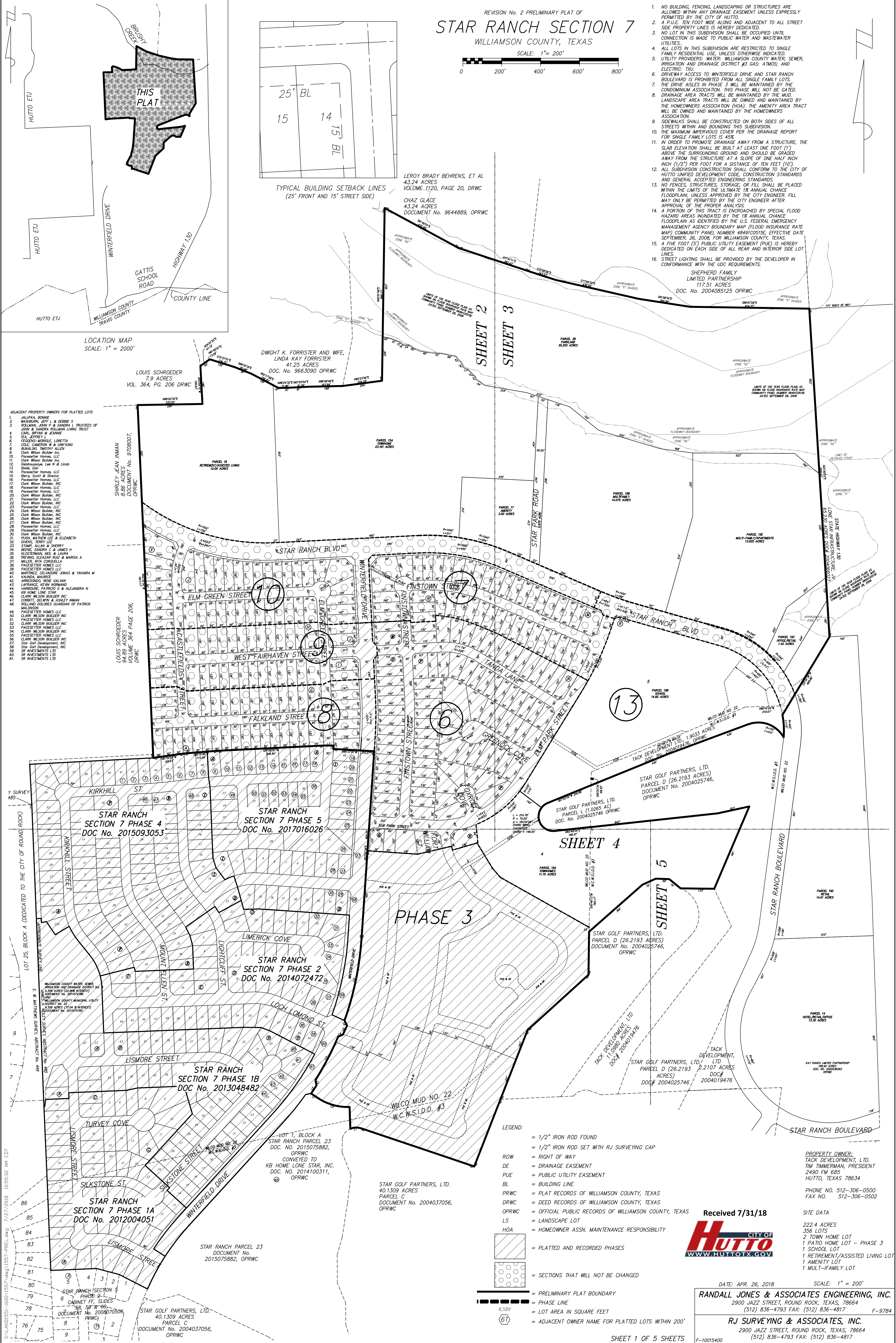
Doug Gaul, Mayor

**ATTEST:**

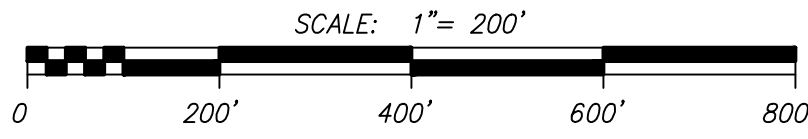
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Lisa L. Brown, City Secretary





REVISION No. 2 PRELIMINARY PLAT OF  
**STAR RANCH SECTION 7**  
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 FIVE-FOOT WIDE EASEMENT ADJACENT TO ALL STREET SIDE PROPERTY LINES IS HEREBY DEDICATED.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
4. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE 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. DRIVEWAY ACCESS TO WINTERFIELD DRIVE AND STAR RANCH BOULEVARD IS PROHIBITED FROM ALL SINGLE FAMILY LOTS.
7. THE DRIVE AISLES IN PHASE 3 WILL BE MAINTAINED BY THE CONDOMINIUM ASSOCIATION. THIS PHASE WILL NOT BE GATED.
8. DRAINAGE AREA TRACTS WILL BE MAINTAINED BY THE MUD, LANDSCAPE AREA TRACTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION (HOA). THE AMENITY AREA TRACT WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
9. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
10. THE MAXIMUM IMPERVIOUS COVER PER THE DRAINAGE REPORT FOR SINGLE FAMILY LOTS IS 45%.
11. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHALL BE BUILT AT LEAST ONE FOOT (1') ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF ONE HALF INCH PER FOOT (1/2") FOR A DISTANCE OF TEN FEET (10').
12. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS AND GENERAL ACCEPTED ENGINEERING STANDARDS.
13. 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.
14. A 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.
15. A FIVE FOOT (5') PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR AND INTERIOR SIDE LOT LINES.
16. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.

SHEPHERD FAMILY  
LIMITED PARTNERSHIP  
117.51 ACRES  
DOC. No. 2004085125 OPRWC

LOCATION MAP  
SCALE: 1" = 2000'

LOUIS SCHROEDER  
7.9 ACRES  
VOL. 364, PG. 206 DRWC

DWIGHT K. FORRISTER AND WIFE,  
LINDA KAY FORRISTER  
41.25 ACRES  
DOC. No. 9663090 OPRWC

- ADJACENT PROPERTY OWNERS FOR PLATTED LOTS
1. JALLUPKA, BONNIE
  2. WISHBURN, JEFF L. & DEBBIE S.
  3. ROLLMAN, JOHN P. & SANDRA L. TRUSTEES OF
  4. JOHN & SANDRA ROLLMAN LIVING TRUST
  5. CARL BRYAN & JEANNE
  6. TEAGUE-MORRIS, LORETTA
  7. COLE, CAMERON W. & UNKUNG
  8. BUNWOLD, TIMOTHY ALLEN
  9. Clark Wilson Builder, Inc.
  10. Pacesetter Homes, LLC
  11. Clark Wilson Builder, Inc.
  12. Deoboussange, Lee W. & Linda
  13. Bolek, Dan
  14. Pacesetter Homes, LLC
  15. Berry, Scott & Shanna
  16. Pacesetter Homes, LLC
  17. Clark Wilson Builder, Inc.
  18. Pacesetter Homes, LLC
  19. Pacesetter Homes, LLC
  20. Clark Wilson Builder, Inc.
  21. Pacesetter Homes, LLC
  22. Clark Wilson Builder, Inc.
  23. Pacesetter Homes, LLC
  24. Clark Wilson Builder, Inc.
  25. Clark Wilson Builder, Inc.
  26. Clark Wilson Builder, Inc.
  27. Clark Wilson Builder, Inc.
  28. Pacesetter Homes, LLC
  29. Pacesetter Homes, LLC
  30. Clark Wilson Builder, Inc.
  31. PUGH, MATTHEW LEE & ELIZABETH
  32. OWENS, TERRY LEE
  33. STAMP, ALAN & SHERRY
  34. BEENE, SANDRA C. & JAMES H.
  35. KOSTERMAN, WIL & LAURA
  36. TREVINO, ELEAZAR RUIZ & MARISA A.
  37. MILLER, WITA CONSUELO
  38. PACESETTER HOMES LLC
  39. PACESETTER HOMES LLC
  40. MARTINEZ, CELVADORE JONAS & YAHARA M.
  41. KAUND, MAURICE
  42. AREZONDO, REBE CALVAN
  43. LAFRANCE, KEVIN NORMAND
  44. HARRISBURG, PATRICIA D. & ALEJANDRA N.
  45. KB HOME LONE STAR
  46. CLARK WILSON BUILDER INC.
  47. CORBITT, DELWIN & ASHLEY INMAN
  48. ROLLAND DOLORES GUARDIAN OF PATRICK MALCONSON
  49. PACESETTER HOMES LLC
  50. CLARK WILSON BUILDER INC.
  51. CLARK WILSON BUILDER INC.
  52. CLARK WILSON BUILDER INC.
  53. CLARK WILSON BUILDER INC.
  54. CLARK WILSON BUILDER INC.
  55. Star Golf Development, Inc.
  56. Star Golf Development, Inc.
  57. SR INVESTMENTS LTD
  58. SR INVESTMENTS LTD
  59. SR INVESTMENTS LTD
  60. SR INVESTMENTS LTD
  61. SR INVESTMENTS LTD

SHIRLEY JEAN INMAN  
8.86 ACRES  
DOCUMENT No. 9706007, OPRWC

LOUIS SCHROEDER  
94.89 ACRES  
VOLUME 364 PAGE 206, DRWC

SHEET 4

SHEET 5

PHASE 3

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  - PUE = PUBLIC UTILITY EASEMENT
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  - = PHASE LINE
  - = LOT AREA IN SQUARE FEET
  - = ADJACENT OWNER NAME FOR PLATTED LOTS WITHIN 200'



DATE: APR. 26, 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

PROPERTY OWNER:  
TACK DEVELOPMENT, LTD.  
TIM TAMMERMAN, PRESIDENT  
2490 FM 685  
HUTTO, TEXAS 78634  
PHONE NO. 512-306-0500  
FAX NO. 512-306-0502

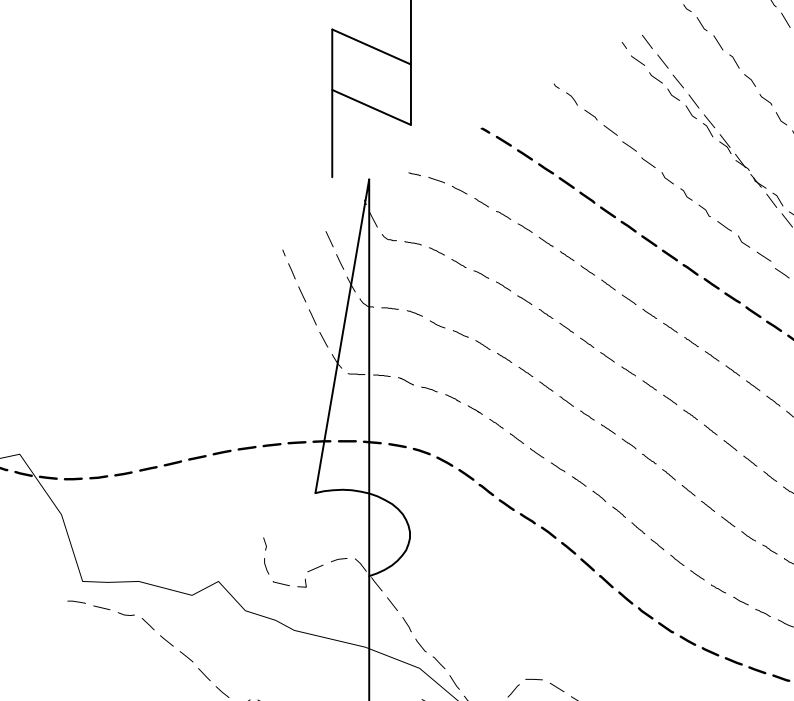
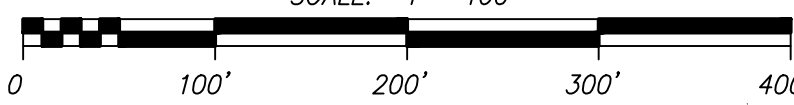
SITE DATA  
222.4 ACRES  
356 LOTS  
2 TOWN HOME LOT  
1 PATIO HOME LOT - PHASE 3  
1 SCHOOL LOT  
1 RETIREMENT/ASSISTED LIVING LOT  
1 AMENITY LOT  
1 MULTI-FAMILY LOT



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REVISION No. 2 PRELIMINARY PLAT OF  
**STAR RANCH SECTION 7**  
WILLIAMSON COUNTY, TEXAS

SCALE: 1" = 100'



MATCH LINE - SEE SHEET 3

MATCH LINE - SEE SHEET 4

Received 7/31/18



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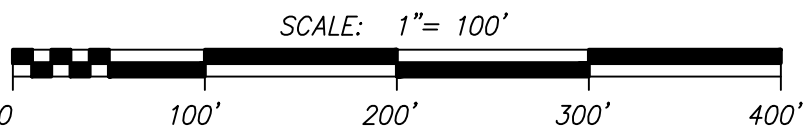
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REVISION No. 2 PRELIMINARY PLAT OF  
**STAR RANCH SECTION 7**  
WILLIAMSON COUNTY, TEXAS



MATCH LINE - SEE SHEET 2

MATCH LINE - SEE SHEET 4

MATCH LINE - SEE SHEET 5

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | BEARING     | LENGTH |
| L1         | S56°03'34"E | 40.64' |
| L2         | N33°56'26"E | 50.00' |
| L3         | N11°52'41"W | 27.88' |
| L4         | N65°09'37"E | 26.85' |
| L5         | N24°33'18"E | 50.40' |
| L6         | N26°28'52"W | 28.87' |
| L7         | N89°34'25"W | 50.00' |

| CURVE TABLE |        |         |           |             |        |
|-------------|--------|---------|-----------|-------------|--------|
| CURVE       | LENGTH | RADIUS  | DELTA     | CHORD BRNG. | CHORD  |
| C1          | 55.50  | 75.00   | 42°23'57" | S87°23'02"W | 54.24  |
| C2          | 173.27 | 275.00  | 36°06'05" | S74°06'36"E | 170.42 |
| C3          | 252.57 | 1555.00 | 9°18'23"  | N27°39'01"E | 252.30 |
| C4          | 429.90 | 1555.00 | 15°50'24" | N11°47'40"E | 428.53 |
| C5          | 17.12  | 574.45  | 1°42'27"  | N01°16'49"E | 17.12  |

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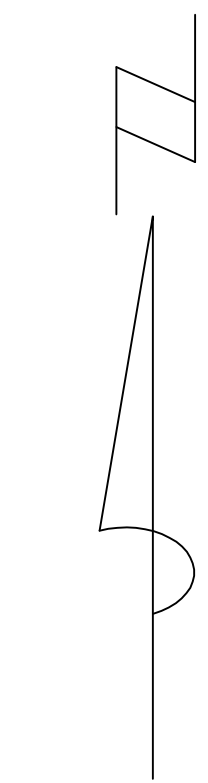
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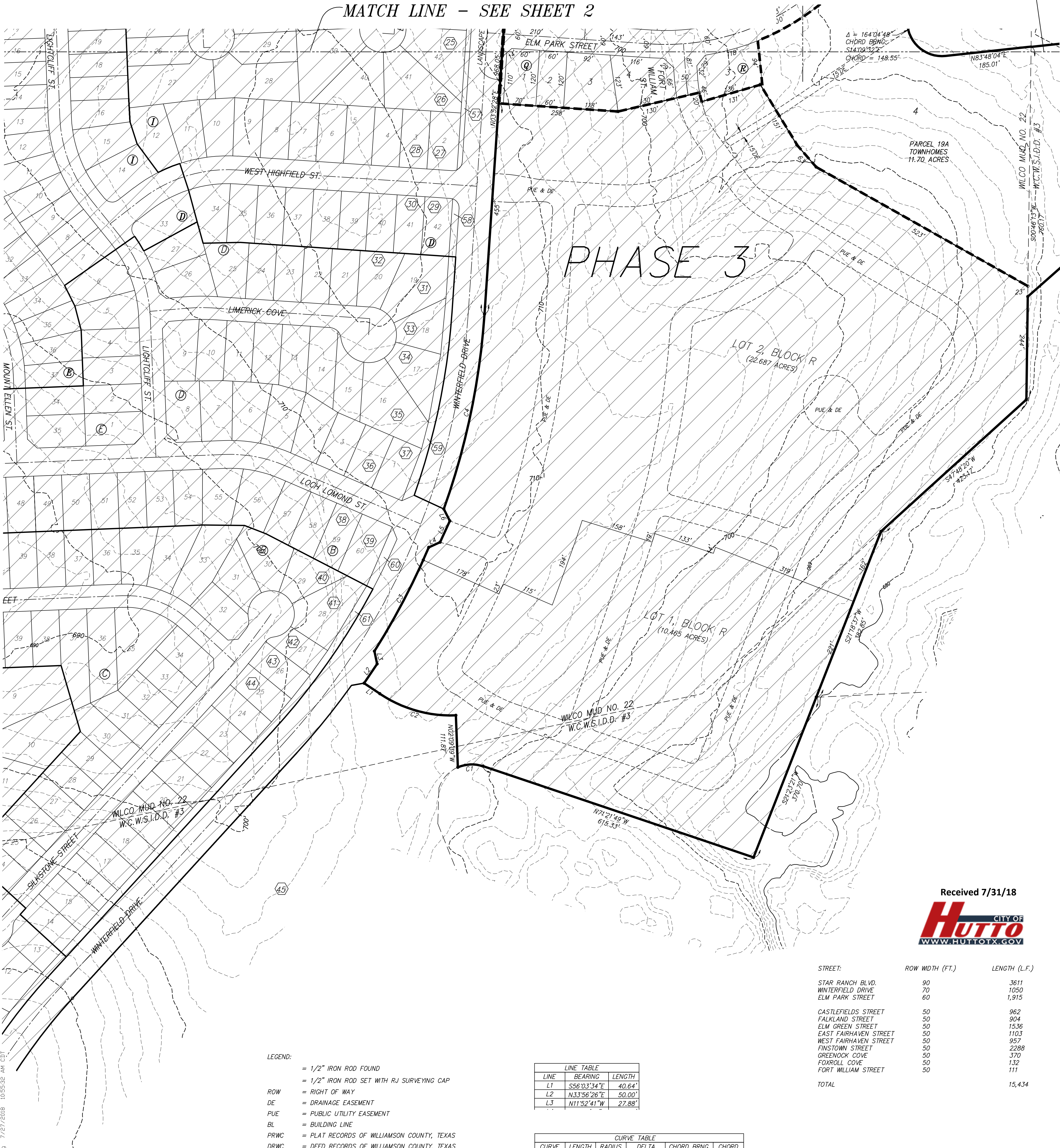
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| PARCEL NO. | LAND USE            | ACREAGE |
|------------|---------------------|---------|
| 1          | RETAIL              | 11.80   |
| 2          | RETAIL              | 1.08    |
| 3          | RETAIL              | 1.25    |
| 4          | RETAIL              | 1.90    |
| 5A         | DUPLEX/SF           | 9.90    |
| 5B         | OFFICE/RETAIL       | 0.86    |
| 6          | SF VILLAGE          | 0.86    |
| 7          | DUPLEX/SF           | 1.76    |
| 8          | RETAIL              | 37.99   |
| 9          | TOWNHOME            | 4.75    |
| 10         | RETAIL              | 4.35    |
| 12         | RETAIL              | 15.11   |
| 13A        | MULTI-FAMILY        | 28.62   |
| 13B        | OFFICE              | 0.45    |
| 14         | HOTEL/RETAIL/OFFICE | 13.30   |
| 15A        | TOWNHOME            | 23.161  |
| 15B        | MULTIFAMILY         | 14.075  |
| 15C        | OFFICE/RETAIL       | 1.42    |
| 15D        | RETAIL              | 14.01   |
| 15E        | MULTI-FAMILY APTS   | 13.925  |
| 17         | AMENITY             | 3.00    |
| 18         | RETIREMENT/ASSISTED | 12.00   |
| 19A        | TOWNHOME            | 11.70   |
| 19B        | SCHOOL              | 14.82   |
| 20/21      | SF VILLAGE          | 41.74   |
| 23         | PATIO HOMES         | 21.16   |
| 23         | PATIO HOME          | 33.152  |
| 24A        | MULTI-FAMILY        | 20.85   |
| 24B        | TOWNHOME            | 6.986   |
| 25         | SF VILLAGE HOMES    | 27.54   |
| 27         | SF VILLAGE HOMES    | 85.94   |
| 28         | SF VILLAGE HOMES    | 14.10   |
| 29         | SF VILLAGE HOMES    | 24.51   |
| 30         | RETAIL              | 2.66    |
| 31         | RETAIL              | 2.01    |
| 32         | RETAIL              | 1.57    |
| 33         | RETAIL              | 1.54    |
| 38         | PARKLAND            | 35.255  |
| 40         | AMENITY             | 1.00    |
| 41         | RETAIL              | 1.855   |
| 43A        | DRIVING RANGE       | 10.25   |
| 43B        | OFFICE/RETAIL       | 4.50    |
| 43C        | ROAD                | 0.975   |
| TOTALS     |                     | 579.684 |

MATCH LINE - SEE SHEET 3

MATCH LINE - SEE SHEET 2



Received 7/31/18



| STREET:               | ROW WIDTH (FT.) | LENGTH (L.F.) |
|-----------------------|-----------------|---------------|
| STAR RANCH BLVD.      | 90              | 3611          |
| WINTERFIELD DRIVE     | 70              | 1050          |
| ELM PARK STREET       | 60              | 1,915         |
| CASTLEFIELDS STREET   | 50              | 962           |
| FALKLAND STREET       | 50              | 904           |
| ELM GREEN STREET      | 50              | 1536          |
| EAST FAIRHAVEN STREET | 50              | 1103          |
| WEST FAIRHAVEN STREET | 50              | 957           |
| FINSTOWN STREET       | 50              | 2288          |
| GREENOCK COVE         | 50              | 370           |
| FOXROLL COVE          | 50              | 132           |
| FORT WILLIAM STREET   | 50              | 111           |
| TOTAL                 |                 | 15,434        |

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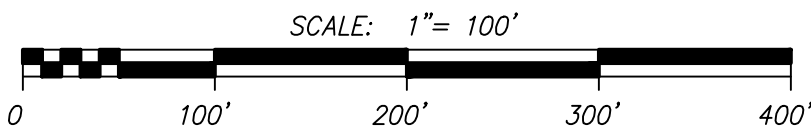
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## **CITY OF HUTTO CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:**

8H.

**AGENDA DATE:** August 16, 2018

**PRESENTED BY:**

Ashley Lumpkin, AICP, Executive  
Director, Business & Development  
Services

**ITEM:**

Consideration and possible action on a resolution approving the proposed Star Ranch Commercial Block A Lot 2 Final Plat, 4.750 acres, more or less, of land, one residential lot, located within Hutto's extraterritorial jurisdiction on Muirfield Bend Drive. (Ashley Lumpkin)

**STRATEGIC GUIDE POLICY:** Well Balanced & Diversified Economy

**ITEM BACKGROUND:**

The Final Plat for Star Ranch Commercial Block A, Lot 2 is located north of the intersection of Muirfield Bend Drive and Gattis School Road, more generally located west of SH130. The Star Ranch 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). The Planning and Zoning Commission recommended approval of the revised Preliminary Plat at the July 17, 2018 meeting and it is on the August 8, 2018 City Council agenda.

The Final Plat proposes to create a single legal lot on approximately 4.75 acres. Sidewalks have been installed adjacent to this tract of land.

**BUDGETARY AND FINANCIAL SUMMARY:**

Not applicable.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

The Planning and Zoning Commission recommended approval to City Council on August 7, 2018. The motion passed unanimously.

**CITY ATTORNEY REVIEW:**



Not applicable.

**STAFF RECOMMENDATION:**

This plat has been reviewed by City staff and Williamson County and all City comments have been addressed. With the exception of County comments, the proposed Final Plat is in compliance with the applicable subdivision regulations, the approved revised Preliminary Plat, and the SPA/LPA agreement.

Staff recommends that the Council approve the resolution for the proposed Final Plat to City Council with the following conditions:

1. The staff signature block is updated to reflect current staff.
2. Show sidewalks on the schematic.

**SUPPORTING MATERIAL:**

1. [Resolution - Star Ranch Commercial Block A Lot 2 Final Plat](#)

## **RESOLUTION NO.**

**A RESOLUTION APPROVING THE PRELIMINARY PLAT KNOWN AS  
"STAR RANCH COMMERCIAL BLOCK A LOT 2 FINAL PLAT";  
LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF 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 concept plan known as "Star Ranch Commercial Block A Lot 2 Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

**CONSIDERED and RESOLVED** on this the **16th** day of the month **August, 2018**.

**THE CITY OF HUTTO, TEXAS**

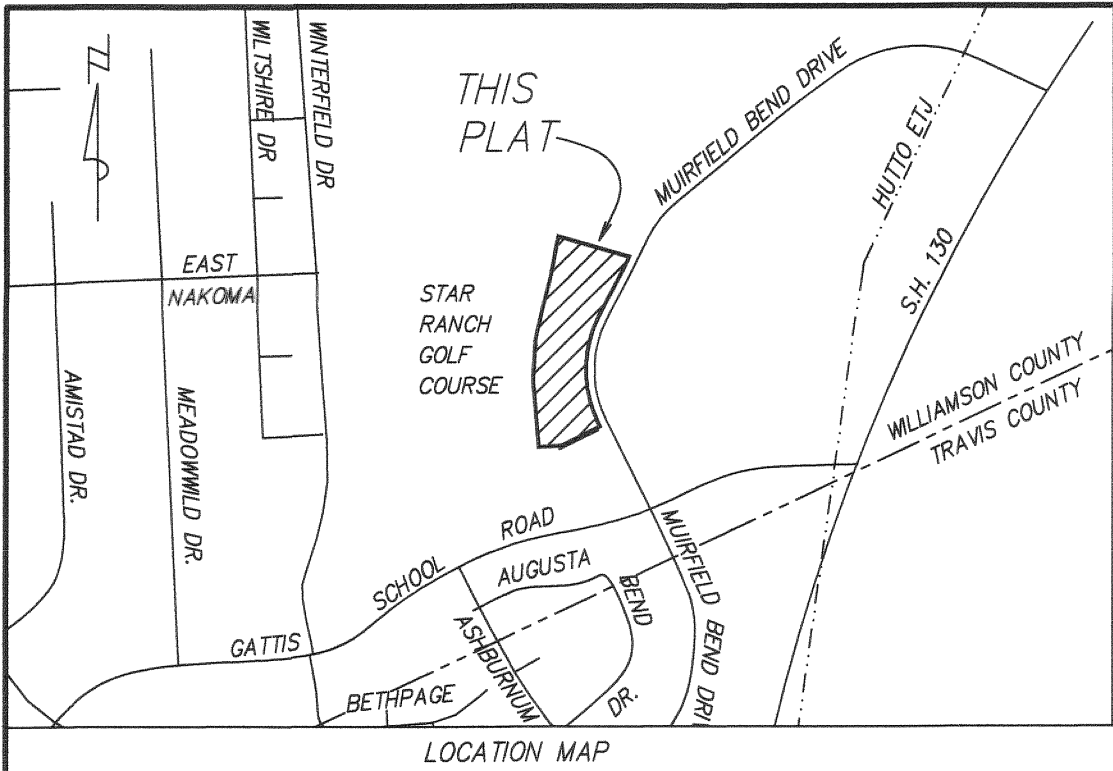
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Doug Gaul, Mayor

**ATTEST:**

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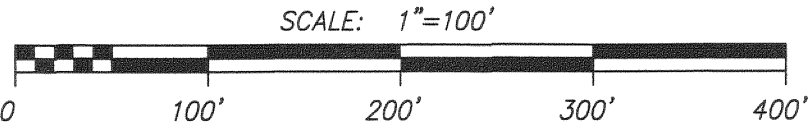
Lisa L. Brown, City Secretary



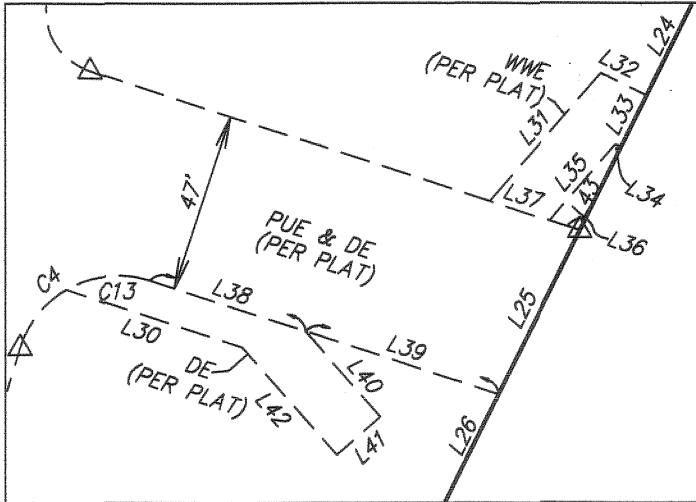
FINAL PLAT OF  
**STAR RANCH COMMERCIAL BLOCK A LOT 2**  
WILLIAMSON COUNTY, TEXAS

EASEMENT NOTE:

ALL EASEMENTS SHOWN HEREON ARE DEDICATED BY PLAT UNLESS SHOWN OTHERWISE.



DETAIL  
SCALE: 1" = 50'



STAR GOLF PARTNERS LTD  
REMAINDER OF 43.5797 ACRES  
(PARCEL A)  
DOC. NO. 2004037056 OPRWC

STAR GOLF PARTNERS, LTD  
0.0365 ACRES  
DOC. NO. 2017059655 OPRWC

STAR GOLF PARTNERS LTD  
REMAINDER OF 5.49 ACRES  
DOC. NO. 2006047704 OPRWC

STAR GOLF PARTNERS, LTD  
0.192 ACRES  
DOC. NO. 2017059654 OPRWC

HEB GROCERY COMPANY, L.P.  
30.00 ACRES  
DOC. NO. 2006027468 OPRWC

LOT 1, BLOCK A  
STAR RANCH  
SECTION 6  
CAB. DD, SLD. 59  
PRWC

BRUSHY CREEK, LTD.  
REMAINDER OF 293.52 ACRES  
DOC. NO. 9731655 ORWC

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE       | BEARING     | LENGTH  |
| L1         | N63°32'10"E | 70.00'  |
| L2         | S63°40'42"E | 70.00'  |
| L3         | S63°40'42"E | 70.00'  |
| L4         | S10°44'05"W | 40.94'  |
| L5         | S73°51'51"E | 95.14'  |
| L6         | N17°27'20"E | 7.58'   |
| L7         | S72°32'40"E | 47.00'  |
| L8         | S17°27'20"W | 77.75'  |
| L9         | S10°43'36"W | 43.45'  |
| L10        | N73°51'51"W | 93.38'  |
| L11        | N17°27'20"E | 75.21'  |
| L12        | N17°27'20"E | 52.62'  |
| L13        | N71°51'51"W | 133.78' |
| L14        | N71°51'51"W | 95.34'  |
| L15        | N03°44'50"E | 69.35'  |
| L16        | N16°47'58"E | 183.86' |
| L17        | N16°47'58"E | 192.44' |
| L18        | N81°21'14"E | 80.65'  |
| L19        | S81°21'14"W | 81.74'  |
| L20        | N08°38'46"W | 218.71' |
| L21        | S08°38'46"E | 168.09' |
| L22        | N63°31'21"E | 49.37'  |
| L23        | N63°31'21"E | 126.82' |
| L24        | N26°19'18"E | 55.62'  |
| L25        | N26°19'18"E | 47.48'  |
| L26        | N26°19'18"E | 134.96' |
| L27        | N63°31'21"E | 3.85'   |
| L28        | N81°21'14"E | 54.28'  |
| L29        | S53°38'46"E | 42.05'  |
| L30        | N71°51'51"W | 48.22'  |
| L31        | N40°49'58"E | 44.04'  |
| L32        | N63°40'41"W | 13.21'  |
| L33        | N26°19'18"E | 15.00'  |
| L34        | N63°40'41"W | 1.60'   |
| L35        | N40°49'58"E | 26.15'  |
| L36        | N71°51'51"W | 8.24'   |
| L37        | N71°51'51"W | 16.26'  |
| L38        | N71°51'51"W | 42.57'  |
| L39        | N71°51'51"W | 52.78'  |
| L40        | N41°15'10"W | 29.57'  |
| L41        | N48°44'50"E | 15.00'  |
| L42        | N41°15'10"W | 37.25'  |
| L43        | N26°19'18"E | 24.15'  |
| L44        | N10°44'05"E | 15.06'  |
| L45        | N17°27'20"E | 15.01'  |
| L46        | N81°21'14"E | 27.46'  |
| L47        | N86°53'31"E | 15.00'  |
| L48        | N86°53'31"E | 77.87'  |

| CURVE TABLE |        |        |           |             |
|-------------|--------|--------|-----------|-------------|
| CURVE       | LENGTH | RADIUS | DELTA     | CHORD BRNG. |
| C1          | 465.24 | 505.00 | 52°47'06" | S00°04'16"E |
| C2          | 23.57  | 98.50  | 13°42'31" | N10°36'05"E |
| C3          | 25.72  | 16.50  | 89°19'11" | N27°12'15"W |
| C4          | 42.24  | 26.50  | 91°20'11" | N62°28'03"E |
| C5          | 11.73  | 51.50  | 13°03'08" | N10°16'24"E |
| C6          | 286.55 | 645.23 | 25°26'44" | N04°04'36"E |
| C7          | 229.43 | 598.23 | 21°58'25" | S05°48'45"W |
| C8          | 19.58  | 12.00  | 93°28'18" | S51°54'37"E |
| C9          | 29.82  | 505.00 | 3°23'01"  | N13°00'55"W |
| C10         | 284.78 | 505.00 | 32°18'38" | N10°09'58"E |
| C11         | 47.02  | 505.00 | 5°20'04"  | N08°39'23"W |
| C12         | 18.85  | 12.00  | 90°00'00" | S36°21'14"W |
| C13         | 22.51  | 26.50  | 48°40'17" | N83°48'01"E |
| C14         | 50.55  | 505.00 | 5°44'05"  | N17°34'28"W |
| C15         | 53.08  | 505.00 | 6°01'19"  | S23°27'10"E |

LEGEND:

- = FOUND 1/2" IRON ROD
- = SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- PUE = PUBLIC UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- WWE = WASTEWATER EASEMENT
- WLE = WATER LINE EASEMENT
- EE = ELECTRIC EASEMENT
- PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- PRWC = OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

BEARINGS ARE BASED ON THE NORTH LINE OF LOT 1, BLOCK A, CALLED S63°31'21"W ON THE PLAT OF STAR RANCH, SECTION 6 RECORDED IN CABINET DD, SLIDE 59 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Received 7/30/18



PROPERTY OWNER:

BRUSHY CREEK TOWNHOMES, LLC.  
TIMOTHY T. TIMMERMAN, PRESIDENT  
2490 F.M. 685  
HUTTO, TX 78634

SITE DATA:

TOTAL AREA OF THIS PLAT: 4.750 ACRES  
1 LOT  
1 BLOCK  
NO NEW STREETS

DATE: 28 DECEMBER, 2016 SCALE: 1" = 100'

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

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



FINAL PLAT OF  
STAR RANCH COMMERCIAL BLOCK A LOT 2  
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION:

THAT PART OF THE JAMES H. NEILEY SURVEY, ABSTRACT NO. 485, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT 4.750 ACRE TRACT OF LAND CONVEYED TO BRUSHY CREEK TOWNHOMES LLC BY DEED RECORDED IN DOCUMENT NO. 2017059656 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 1, BLOCK A OF STAR RANCH SECTION 6 ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET DD, SLIDE 59 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (PRWC), BEING ALSO ON THE WEST LINE OF A 1.270 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, FOR A 70-FOOT WIDE STREET DEDICATION BY DEED RECORDED IN DOCUMENT NO. 2016019888 OPRWC;

THENCE S63°31'21"W (BEARING BASIS) WITH THE NORTH LINE OF SAID LOT 1, BLOCK A AND THE SOUTH LINE OF SAID 4.750 ACRE TRACT A DISTANCE OF 180.04 FEET TO A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK A;

THENCE ALONG THE SOUTH, WEST, NORTH AND EAST LINES OF SAID 4.750 ACRE TRACT, ACROSS THE REMAINDER OF THAT 293.52 ACRE TRACT CONVEYED TO BRUSHY CREEK, LTD. BY DEED RECORDED IN DOCUMENT NO. 9731655 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (ORWC), ALONG THE EAST LINE OF THE REMAINDER OF THAT 43.5797 ACRE TRACT CONVEYED TO STAR GOLF PARTNERS, LTD. BY DEED RECORDED IN DOCUMENT NO. 2004037056 OPRWC, ALONG THE SOUTH LINE OF THE REMAINDER OF THAT 5.49 ACRE TRACT CONVEYED TO STAR GOLF PARTNERS, LTD. BY DEED RECORDED IN DOCUMENT NO. 2006047704 OPRWC, ALONG THE SOUTH LINE OF THAT 0.192 ACRE TRACT CONVEYED TO STAR GOLF PARTNERS, LTD. BY DEED RECORDED IN DOCUMENT NO. 2017059654 OPRWC, ALONG THE WEST LINE OF THAT 1.270 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY, TEXAS BY DEED RECORDED IN DOCUMENT NO. 2016019888 OPRWC, THE FOLLOWING TEN COURSES:

- S86°53'31"W A DISTANCE OF 92.87 FEET TO A 1/2" IRON ROD SET ON THE EAST LINE OF SAID 43.5797 ACRE TRACT;
- N04°51'04"W A DISTANCE OF 278.38 FEET TO A 1/2" IRON ROD SET;
- N03°12'06"E A DISTANCE OF 170.00 FEET TO A 1/2" IRON ROD SET;
- N12°34'59"E A DISTANCE OF 276.54 FEET TO A 1/2" IRON ROD SET;
- N10°41'02"E A DISTANCE OF 104.55 FEET TO A 1/2" IRON ROD FOUND;
- N10°44'05"E A DISTANCE OF 99.45 FEET TO A 1/2" IRON ROD SET ON THE WEST LINE OF SAID 5.49 ACRE TRACT;
- S66°28'58"E, PASSING AT A DISTANCE OF 230.84 FEET A 1/2" IRON ROD SET ON THE EAST LINE OF SAID 5.49 ACRE TRACT, CONTINUING FOR A TOTAL DISTANCE OF 313.33 FEET TO A 1/2" IRON ROD SET ON THE WEST LINE SAID 1.270 ACRE TRACT;
- S26°19'18"W A DISTANCE OF 277.21 FEET TO A 1/2" IRON ROD FOUND AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;
- SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, AN ARC LENGTH OF 465.24 FEET, SAID CURVE HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 52°47'06" AND A CHORD BEARING S00°04'16"E A DISTANCE OF 448.96 FEET TO A 1/2" IRON ROD FOUND;
- S26°28'07"E A DISTANCE OF 10.84 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 4.750 ACRES, MORE OR LESS.  
ALL IRON RODS SET HAVE "RJ SURVEYING" CAPS.  
ALL BEARINGS ARE BASED ON THE NORTH LINE OF LOT 1, BLOCK A, CALLED AS S63°31'21"W ON THE PLAT OF STAR RANCH SECTION 6.

NOTES:

- NO BUILDINGS, FENCING, LANDSCAPING, OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO AND WILLIAMSON COUNTY.
- THE PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY WILLIAMSON COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
- WATER AND WASTEWATER WILL BE PROVIDED BY WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NUMBER 3. (WCWSID #3)
- THIS SUBDIVISION IS SUBJECT TO THE MASTER CONDITIONS, COVENANTS AND RESTRICTIONS AS RECORDED IN DOCUMENT NUMBER 2003012152 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
- THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- THIS PLAT LIES WITHIN THE BOUNDARIES OF WILLIAMSON COUNTY WATER SEWER IMPROVEMENT DRAINAGE DISTRICT No. 3. DEVELOPMENT WITHIN DISTRICT EASEMENTS OR DISTRICT PROPERTY SHALL REQUIRE DISTRICT APPROVAL PRIOR TO CONSTRUCTION.
- NO LOT IN THIS SUBDIVISION IS ENCROAECED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL No. 48491C0515E, EFFECTIVE DATE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
- DRIVEWAY ACCESS FROM ANY RESIDENCE TO MUIRFIELD BEND IS PROHIBITED.
- ALL EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED BY PLAT UNLESS SHOWN OTHERWISE.
- A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
- A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE AND REAR LOT LINES.
- SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
- ALL DRIVES WITHIN THIS LOT ARE PRIVATE AND SHALL BE MAINTAINED BY THE PROPERTY OWNER.
- ALL UTILITIES WITHIN THIS LOT ARE OWNED AND MAINTAINED BY WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NUMBER 3 (WCWSID #3).

OWNER'S CERTIFICATION

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

BRUSHY CREEK TOWNHOMES LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017059656 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 SUBDIVIDE 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 STAR RANCH COMMERCIAL BLOCK A LOT 2.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BRUSHY CREEK TOWNHOMES LLC

BRUSHY CREEK, LTD.

BY: COMMERCE TEXAS PROPERTIES, INC., A TEXAS CORPORATION,  
GENERAL PARTNER

BY: \_\_\_\_\_  
TIMOTHY T. TIMMERMAN, PRESIDENT  
COMMERCE TEXAS PROPERTIES, INC., GENERAL PARTNER OF  
BRUSHY CREEK, LTD.  
2490 F.M. 685  
HUTTO, TX 78634

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TIMOTHY T. TIMMERMAN, PRESIDENT OF COMMERCE TEXAS PROPERTIES, INC., A TEXAS CORPORATION, GENERAL PARTNER OF BRUSHY CREEK, LTD., 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: \_\_\_\_\_

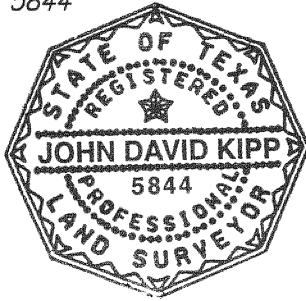
MY COMMISSION EXPIRES: \_\_\_\_\_

SURVEYOR'S CERTIFICATION

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 REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

John D Kipp 07/26/2018  
JOHN D. KIPP DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5844  
STATE OF TEXAS

RJ SURVEYING & ASSOCIATES, INC.  
2900 JAZZ STREET  
ROUND ROCK, TX 78664  
FIRM NO. 10015400



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

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

THIS SUBDIVISION IS LOCATED WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF HUTTO, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CAROLYN HORNER, AICP, DIRECTOR DATE

Received 7/30/18



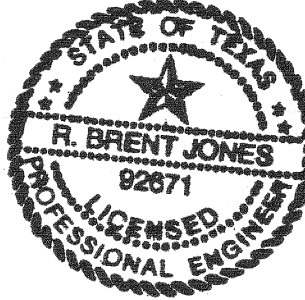
ENGINEER'S CERTIFICATION:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0515E, EFFECTIVE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

I, R. BRENT JONES, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

R.B. Jones 7/26/18  
R. BRENT JONES DATE  
LICENSED PROFESSIONAL ENGINEER NO. 92671  
STATE OF TEXAS



RANDALL JONES & ASSOCIATES ENGINEERING, INC.  
2900 JAZZ STREET  
ROUND ROCK, TX 78664  
FIRM NO. 9784

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 {  
COUNTY OF WILLIAMSON { KNOW ALL MEN BY THESE PRESENTS

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, 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: 28 DECEMBER 2016

**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  
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F-10015400



**CITY OF HUTTO  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:**

9A.

**AGENDA DATE:** August 16, 2018

**PRESENTED BY:**

**ITEM:**

Consideration and possible action of a resolution approving the City Manager's expenditure of funds for pumps and related equipment for the City of Hutto water system without competitive bidding due to the urgent need to maintain the water system to supply water to the citizens of Hutto. (City Attorney)

**STRATEGIC GUIDE POLICY:**

**ITEM BACKGROUND:**

**BUDGETARY AND FINANCIAL SUMMARY:**

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

**CITY ATTORNEY REVIEW:**

**STAFF RECOMMENDATION:**

**SUPPORTING MATERIAL:**

1. [Resolution](#)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE CITY MANAGER'S DECISION TO PROCEED WITH THE PROCUREMENT OF CERTAIN PUMPS AND RELATED EQUIPMENT DUE TO AN URGENT NEED TO PROVIDE REPLACEMENTS TO THE CITY'S WATER SYSTEM.**

**WHEREAS**, Chapter 252 of the Texas Local Government Code, Section 250.022, provides that competitive bidding and procurement procedures for the purchase of equipment for the City are not required when the procurement is necessary to preserve the public health or safety of the municipality's residents; and

**WHEREAS**, the City Manager has determined that an urgent public necessity exists to purchase replacement pumps and equipment for the City's water system in order to allow the water system to continue to provide water for the City's water system customers; and

**WHEREAS**, the City Manager has determined that competitive bidding or other procurement methods will delay acquisition of the pumps and equipment to the effect that there may be a failure of a portion of the City's water system;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council for the City of Hutto, Texas:

That the action by City Manager to proceed to purchase pumps and related equipment for the City's water system without competitive bidding or other procurement method is ratified and approved.

**CONSIDERED AND RESOLVED** on this the 16th day of August, 2018.

**CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Doug Gaul, Mayor

ATTEST:

\_\_\_\_\_  
Lisa L. Brown, City Secretary

**CITY OF HUTTO  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 9B. **AGENDA DATE:** August 16, 2018

**PRESENTED BY:** Lisa Brown, City Secretary

**ITEM:**

Consideration and possible action on a resolution regarding appointments of new members to the Boards and Commissions. (Lisa Brown)

**STRATEGIC GUIDE POLICY:** Quality of Life & Services

**ITEM BACKGROUND:**

City of Hutto boards and commissions are due for appointments to fill vacancies. Applications are received all year round for citizens who are interested in serving on their city boards and commissions. Board members are appointed for 3 year terms, depending on the specific board they serve.

**BUDGETARY AND FINANCIAL SUMMARY:**

Not Applicable

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

Not Applicable

**CITY ATTORNEY REVIEW:**

Not Applicable

**STAFF RECOMMENDATION:**

Staff recommends appointing new members to fill vacancies in order to meet quorum requirements at regular scheduled meetings.

**SUPPORTING MATERIAL:**

There are no supporting documents.



## **CITY OF HUTTO CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:**

10A.

**AGENDA DATE:** August 16, 2018

**PRESENTED BY:**

Ashby Grundman, Planning Director,  
Business & Development Services

**ITEM:**

Consideration of a public hearing and possible action on the first reading of an ordinance amending the Code of Ordinances (2014 Edition), Chapter 16, Article 16.02 Unified Development Code (UDC) Chapter 2 Section 10.202: Definitions, Chapter 3 Sections 10.304.9: Temporary Uses and 10.310: Temporary Uses, and Chapter 4 Section 10.403.5: Setback encroachments and exceptions. (Ashby Grundman)

**STRATEGIC GUIDE POLICY:** Well Balanced & Diversified Economy

**ITEM BACKGROUND:**

The following is a City initiated amendment of the Code of Ordinances (2018 edition), Chapter 16, Article 6.02 Unified Development Code (UDC), Chapter 2, Section 10.202, 10.304.9: Mobile Food Vendors to add this use and appropriate restrictions to the UDC. This is also a proposed amendment to Chapter 4, Section 10.403.5: Setback Encroachments and Exceptions to allow aerial encroachments at the discretion of the Building Official.

There is no current regulation in the UDC for Mobile Food Vendors, this falls under the Code of Ordinances. The proposed UDC amendment provides for the regulation of Mobile Food Vendors/Food Trucks. It will define Mobile Food Vendor and set forth the criteria necessary to obtain a permit. The ordinance allows Mobile Food Vendors to operate in commercial districts, and sets conditions for the operation in the Old Town Districts.

The second portion relates to aerial encroachments into easements. Currently the UDC does not allow aerial encroachments into any easements. The proposed amendment allows the Building Official to have the final say on whether or not an aerial encroachment will be allowed. Typically what we will see from this is a roof overhang or something similar.

Per Texas Local Government Code Section 211.006 a notice was run in the Taylor Daily Press.

**BUDGETARY AND FINANCIAL SUMMARY:**

Not applicable.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

The Planning and Zoning Commission recommended approval to City Council on August 7, 2018. The motion was unanimous.

**CITY ATTORNEY REVIEW:**

Not applicable.

**STAFF RECOMMENDATION:**

Staff recommends that the Council approve the ordinance. The Council may dispense with the second reading of the ordinance.

**SUPPORTING MATERIAL:**

1. [Notice Posted](#)
2. [Ordinance - Unified Development Code \(UDC\) Amendment \(18\)](#)

**PUBLIC NOTICE**  
**NOTICE OF A PUBLIC HEARING**

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE HUTTO CITY COUNCIL WILL HOLD A PUBLIC HEARING REGARDING:

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE CODE OF ORDINANCES (2014 EDITION), CHAPTER 16, ARTICLE 16.02 UNIFIED DEVELOPMENT CODE (UDC) CHAPTER 2 SECTION 10.202: DEFINITIONS, CHAPTER 3 SECTIONS 10.304.9: TEMPORARY USES AND 10.310: TEMPORARY USES, AND CHAPTER 4 SECTION 10.403.5: SETBACK ENCROACHMENTS AND EXCEPTIONS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS, AND ESTABLISHING AN EFFECTIVE DATE.

A public hearing will be held on August 16, 2018 at 7:00 p.m.

Hutto City Hall  
401 W. Front St., Hutto, Texas

For additional information the public may contact Development Services at 512-759-3479 or [planning@huttotx.gov](mailto:planning@huttotx.gov)

## ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE CODE OF ORDINANCES (2014 EDITION), CHAPTER 16, ARTICLE 16.02 UNIFIED DEVELOPMENT CODE (UDC) CHAPTER 2, SECTION 10.202: DEFINITIONS, CHAPTER 3, SECTION 10.304.9: TEMPORARY USES, 10.310: TEMPORARY USES, AND CHAPTER 4, SECTION 10.403.5: SETBACK ENCROACHMENTS AND EXCEPTIONS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS, AND ESTABLISHING AN EFFECTIVE DATE.

**WHEREAS**, an amendment has been presented to the City Council of the City of Hutto, Texas to amend the Code of Ordinances (2014 Edition), Chapter 16, Article 16.02 Unified Development Code (UDC), incorporating amendments into Chapter 2, Section 10.202, Chapter 3, Section 10.304.9 and 10.310, and Chapter 4, Section 10.403.5, and;

**WHEREAS**, the Planning and Zoning Commission recommended approval of the proposed amendment on the 7th day of August, 2018, and;

**WHEREAS**, on the 16th day of August, 2018, after proper notification, the City Council held a public hearing on the proposed amendment, and;

**WHEREAS**, the City Council determines that the amendment provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and;

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

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

### SECTION I.

#### 1.

That the Code of Ordinances (2014 Edition), Chapter 16, Article 16.02 Hutto Unified Development Code (UDC), Chapter 2, Section 10.202 is hereby amended to include the following:

*Mobile Food Vendor:* a vendor who operates or sells food for human consumption from a cart, trailer or kitchen mounted chassis, with an engine for propulsion, or that remains connected to a vehicle with an engine for propulsion or while disconnected from an engine for propulsion.

#### 2.

That the Code of Ordinances (2014 Edition), Chapter 16, Article 16.02 Hutto Unified Development Code (UDC), Chapter 3, Section 10.304.9 is hereby amended to include the following:



| Temporary uses     | Zoning district |      |      |    |    |     |     |    |   |     | Transect zones<br>(for FBC Form Based Code and OT Old Town zoning districts) |     |     |     |     |      |       |       |       |       |      |
|--------------------|-----------------|------|------|----|----|-----|-----|----|---|-----|------------------------------------------------------------------------------|-----|-----|-----|-----|------|-------|-------|-------|-------|------|
|                    | SF-R            | SF-1 | SF-2 | MF | MH | B-1 | B-2 | LI | I | REC | T-1                                                                          | T-2 | T-3 | T-4 | T-5 | OT-3 | OT-4R | OT-4T | OT-5H | OT-5C | SD-A |
| Mobile Food Vendor | -               | -    | -    | -  | -  | P   | P   | P  | P | P   | P                                                                            | P   | P   | P   | P   | C    | C     | C     | C     | C     | P    |

### 3.

That the Code of Ordinances (2014 Edition), Chapter 16, Article 16.02 Hutto Unified Development Code (UDC), Chapter 3, Section 10.310 is hereby amended to include the following:

#### 10.310.5 Mobile food vendors

##### 10.310.5.1 Definition

*Mobile Food Vendors:* a vendor who operates or sells food for human consumption from a cart, trailer or kitchen mounted on a chassis, with an engine for propulsion, or that remains connected to a vehicle with an engine for propulsion or disconnected from an engine for propulsion.

##### 10.310.5.2 Permitted locations

- Mobile food vendors are permitted by right in the B-1, B-2, LI, I, REC districts.
- Mobile food vendors are permitted by right in the T-1, T-2, T-3, T-4, T-5 and SD-A transect zones.
- Mobile food vendors are permitted by right with conditions in the OT-3, OT-4R, OT-5H and OT-5C transect zones.

##### 10.310.5.3 Conditions

- A person shall only vend when the vehicle is lawfully stopped.
- A person shall only vend from the side of the vehicle away from moving traffic.
- A person shall not vend to a person standing in the roadway.
- A person shall not stop on the left side of a one-way street.
- A person shall not stop in a congested area where vending might impede or inconvenience the public.
- A person shall not vend in a street adjacent to a public school.
- A person shall not stop the vehicle for purposes of vending within one hundred (100 feet) of a street intersection.
- No mobile street vendor shall be in operation, doing business, or going from place to place before 7:00 a.m., or after 8:00 p.m., unless authorized during a special event.
- It shall be unlawful for a mobile food vendor to sell or attempt to sell food:
  - By means of an outcry, sound, speaker, or amplifier, or any instrument or device which can be heard from a distance greater than 300 feet.
  - In any manner that distracts drivers, such as by displaying fluttering, undulating, rotating, spinning, or waving devices, whether or not such devices are for sale,
  - Within 1,000 feet of a hospital, college, elementary school, middle school or high school,
  - Inside the boundaries of the historic overlay district without minor modification approval by the planning and zoning commission.
  - In such a way that pedestrian or motor vehicle traffic is obstructed.
  - In such a way that obstructs traffic signals or regulatory signs.
  - Having signage that is not in compliance with section 10.410 of the UDC.
  - In such a place or in a way as would restrict or interfere with the ingress or egress of the abutting property owner or tenant, create a nuisance, increase traffic congestion or delay,

constitute a hazard to traffic, life or property, or obstruct adequate access to city vehicles, including emergency and sanitation vehicles.

- Any mobile food vendor that wishes to locate within the historic overlay district, shall locate on the properties directly abutting the east side of Short Street, north of Farley Street and South of West Pecan Street. Otherwise, minor modification approval by the planning and zoning commission must be obtained for locating elsewhere in Old Town Hutto. This section does not apply to special events and small market events. Motor vehicles in the designated vendor zone that sell food items shall be designed and intended for vending. Ordinary vehicles, vans, and pick-up trucks shall not be permitted for food vending operations. The International Property Maintenance Code, federal, state and county codes, and all other applicable codes and ordinances adopted by the city shall apply to the designated vendor zone regarding structures and properties.

#### 4.

That the Code of Ordinances (2014 Edition), Chapter 16, Article 16.02 Hutto Unified Development Code (UDC), Chapter 4, Section 10.403.5 is hereby amended as follows:

##### 10.403.5 Setback encroachments and exceptions

Encroachments across property lines, or into the public right-of-way, ~~or into utility, drainage, access, conservation or riparian easements~~ are prohibited. Aerial encroachments into utility, drainage, access, conservation or riparian easements are allowed at the discretion of the Chief Building Official.

#### SECTION II. Publication Clause

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

#### SECTION III. Severability Clause

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

#### SECTION IV. Repealing Clause

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

#### SECTION V. Open Meeting Clause

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

## **SECTION VI. Effective Date**

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

**READ** and **APPROVED** on first reading on this the **16th** day of **August, 2018** at a meeting of the Hutto, Texas City Council; there being a quorum present.

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

**READ, PASSED** and **ADOPTED** on first reading of ordinance this **16th** day of **August, 2018** at a meeting of the Hutto, Texas City Council; there being a quorum present.

**THE CITY OF HUTTO, TEXAS**

---

Doug Gaul, Mayor

Attest:

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Lisa L. Brown, City Secretary

**CITY OF HUTTO  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 10B.

**AGENDA DATE:** August 16, 2018

**PRESENTED BY:** City Attorney

**ITEM:**

Consideration and possible action on the second reading of an ordinance calling a bond election for November 6, 2018, making provisions for conducting the election and resolving other matters related to such election. (City Attorney)

**STRATEGIC GUIDE POLICY:** Quality of Life & Services

**ITEM BACKGROUND:**

**BUDGETARY AND FINANCIAL SUMMARY:**

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

**CITY ATTORNEY REVIEW:**

Legal Counsel and City Attorney has reviewed the Ordinance.

**STAFF RECOMMENDATION:**

Recommendation is to call the bond election.

**SUPPORTING MATERIAL:**

1. [Ordinance](#)





Administrator, Christopher J. Davis, as the election officer for the purpose of conducting the Tuesday, November 6, 2018 election in Williamson County. Such appointment includes services as Early Voting Clerk for the election, Counting Station Manager, Presiding Judge of the Central Counting Station, and Tabulation Supervisor.

In addition and in accordance with Chapters 66 and 31 of the Texas Election Code, the City Council hereby appoints the Williamson County Elections Administrator, Christopher J. Davis, as the agent for the Custodian of Records for the Tuesday, November 6, 2018 election in Williamson County for the purpose of preserving voted ballots and other election records as required by the Texas Election Code.

**Section 3. EARLY VOTING.** Early voting in the election by personal appearance shall be conducted at the times, dates and polling places as provided for by Williamson County attached hereto as Exhibit "B" and such exhibit is incorporated herein by reference for all purposes. Exhibit "B" may be revised as necessary to conform to the final early voting polling locations established by Williamson County. The Williamson County Elections Administrator, Christopher J. Davis, is the Early Voting Clerk. Application for ballots by mail for Williamson County voters should be sent to Williamson County Early Voting Clerk, P.O. Box 209, Georgetown, Texas 78627.

**Section 4. EARLY VOTING BALLOT BOARDS.** Early voting ballot boards are hereby created to process early voting results, and the Presiding Judge of the board will be appointed by the Williamson County Elections Administrator. The Presiding Judge of each early voting ballot board shall appoint not less than two nor more than eighteen resident, qualified voters to serve as members of such boards.

**Section 5. VOTERS.** All resident, qualified voters of the City shall be entitled to vote at the election.

**Section 6. NOTICE.** A substantial copy of this Ordinance, with such omissions authorized by law, shall serve as a proper notice of the election. Such notice, including a Spanish translation thereof, shall be posted on the bulletin board used by the City to post notices of meetings and at City Hall not less than twenty-one (21) days prior to the date the election is to be held, and shall remain posted through election day. In addition to the foregoing, this Ordinance, including a Spanish translation thereof, shall be (i) posted on election day and during early voting by personal appearance in a prominent location at each polling place; (ii) posted in three (3) public places in the boundaries of the City no later than twenty-one (21) days before the election; and (iii) posted on the City's Internet website during the twenty-one (21) days before the election if the City maintains an Internet website.

Such notice, including a Spanish translation thereof, shall be published in the *Taylor Press*, a newspaper of general circulation in the City, on the same day in each of two successive weeks with the first publication occurring not earlier than the thirtieth (30th) day or later than the fourteenth (14th) day prior to the day of the election.

The City Secretary is hereby authorized and directed to publish and post the required notices in the manner and for the time periods required by law.

**Section 7. VOTING DEVICES.** Every polling place used in Williamson County for the election will have at least one disabled access voting device such as a Direct Recording Electronic voting device available for election day voting and early voting. The Williamson County Voter Registrar may also utilize a central counting station as provided by Section 127.000 *et seq.*, as amended, Texas Election Code. Any central counting station presiding judge and the alternate presiding judge shall be appointed in accordance with the Election Agreement and the Texas Election Code.

**Section 8. PROPOSITIONS.** At the election, the following PROPOSITIONS shall be submitted in accordance with law:

#### **CITY OF HUTTO, TEXAS – PROPOSITION A**

"Shall the City Council of the City of Hutto, Texas, be authorized to issue the bonds of the City, in one or more series or issues, in the aggregate principal amount of \$70,000,000 for the purpose of constructing, improving, extending, expanding, upgrading and/or developing streets, roads and intersections at FM 1660 North and Limmer Loop, FM 1660 at U.S. 79, FM 1660 South and Front Street and other roads in the City if unissued bonds or unspent proceeds of bonds sold remain after completing the improvements at FM 1660 North and Limmer Loop, FM 1660 at U.S. 79, FM 1660 South and Front Street, including utility relocation, drainage improvements, sidewalks, traffic safety and operational improvements, the purchase of any necessary rights-of-way and other related costs therefor with said bonds to mature not more than 40 years from their date of issuance, bear interest, and be issued and sold in accordance with law at the time of issuance; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and provide a sinking fund to pay the bonds at maturity?"

#### **CITY OF HUTTO, TEXAS – PROPOSITION B**

"Shall the City Council of the City of Hutto, Texas, be authorized to issue the bonds of the City, in one or more series or issues, in the aggregate principal amount of \$5,000,000 for the purpose of planning, designing, constructing, purchasing, renovating, repairing, replacing, improving, expanding and equipping public safety and communication facilities for the City police department, including audio and visual technology and related software or hardware in connection with such facilities and other related costs therefor with said bonds to mature not more than 40 years from their date of issuance, bear interest, and be issued and sold in accordance with law at the time of issuance; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and provide a sinking fund to pay the bonds at maturity?"

## **CITY OF HUTTO, TEXAS – PROPOSITION C**

"Shall the City Council of the City of Hutto, Texas, be authorized to issue the bonds of the City, in one or more series or issues, in the aggregate principal amount of \$50,000,000 for the purpose of constructing, acquiring, improving, renovating, developing and equipping, land, buildings and supporting infrastructure for parks and recreational purposes, including renovation of existing parks and recreational facilities, extensions of roadways, trails, parking, and/or drainage improvements at or integrated into parks, the purchase of any necessary rights-of-way and related infrastructure and other costs therefor with said bonds to mature not more than 40 years from their date of issuance, bear interest, and be issued and sold in accordance with law at the time of issuance; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and provide a sinking fund to pay the bonds at maturity?"

**Section 9. OFFICIAL BALLOTS.** Voting in the election for the proposition shall be by the use of electronic or paper ballots which shall show the propositions in both English and Spanish and which shall conform to the requirements of federal law, including the Help America Vote Act, and the Texas Election Code, as amended. The official ballots for the election shall be prepared in accordance with the Texas Election Code so as to permit the voters to vote "FOR" or "AGAINST" on the PROPOSITIONS with the ballots to contain such provisions, markings and language as required by law, and with such PROPOSITIONS to be expressed substantially as follows:

## **CITY OF HUTTO, TEXAS – PROPOSITION A**

|         |     |                                                                                                                                                                                          |
|---------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FOR     | ( ) | THE ISSUANCE OF \$70,000,000 TAX BONDS FOR STREET                                                                                                                                        |
| AGAINST | ( ) | IMPROVEMENTS AT FM 1660 NORTH AND LIMMER LOOP, FM 1660 AT U.S. 79, FM 1660 SOUTH AND FRONT STREET, OTHER STREETS, DRAINAGE AND RELATED COSTS IN CONNECTION WITH SUCH STREET IMPROVEMENTS |

## **CITY OF HUTTO, TEXAS – PROPOSITION B**

|         |     |                                                  |
|---------|-----|--------------------------------------------------|
| FOR     | ( ) | THE ISSUANCE OF \$5,000,000 TAX BONDS FOR PUBLIC |
| AGAINST | ( ) | SAFETY AND COMMUNICATION FACILITIES              |

## **CITY OF HUTTO, TEXAS – PROPOSITION C**

|         |     |                                                                                                        |
|---------|-----|--------------------------------------------------------------------------------------------------------|
| FOR     | ( ) | THE ISSUANCE OF \$50,000,000 TAX BONDS FOR PARKS AND                                                   |
| AGAINST | ( ) | RECREATIONAL FACILITIES AND OTHER IMPROVEMENTS AT OR INTEGRATED INTO PARKS AND RECREATIONAL FACILITIES |



**Section 10. CONDUCT IN ACCORDANCE WITH LAW.** In all respects the election shall be conducted in accordance with State and federal law including the Texas Election Code and the Help America Vote Act.

**Section 11. RESULTS.** The Williamson County Voter Registrar, respectively, shall conduct an unofficial tabulation of results after the closing of the polls on Tuesday, November 6, 2018. The official canvass and tabulation of the results of the bond election shall be conducted by the City Council at a City Council meeting held in accordance with the Texas Election Code.

**Section 12. MISCELLANEOUS PROVISIONS.** In accordance with the provisions of Section 3.009(b), Texas Election Code, it is hereby found and determined that:

- (a) The proposition language that will appear on the ballot is set forth in Section 9 hereof.
- (b) The purposes for which the bonds are to be authorized is set forth in Section 8 hereof.
- (c) The principal amount of the bonds to be authorized is set forth in Sections 8 and 9 hereof.
- (d) As set forth in Sections 8 and 9 hereof, if the bonds are approved by the voters, the City Council will be authorized to impose and levy annual ad valorem taxes, on all taxable property in the City, sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds.
- (e) Based upon the bond market conditions at the date of adoption of this Ordinance, the maximum interest rate for any series of the bonds is estimated to be 4.50% per annum as calculated in accordance with applicable law. Such estimate is based on advice received from the City's financial advisor, which advice takes into account a number of factors, including the issuance schedule, maturity schedule and the expected bond ratings of the proposed bonds. Such estimated maximum interest rate is provided as a matter of information, but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold.
- (f) As set forth in Section 8 hereof, if the bonds are approved, they may be issued in one or more series, to mature over a period not to exceed 40 years.
- (g) The aggregate amount of the outstanding principal of the City's debt secured by ad valorem taxes as of the beginning of the City's 2017-18 fiscal year was \$164,140,000.
- (h) The aggregate amount of the outstanding interest on the City's debt secured by ad valorem taxes as of the beginning of the City's 2017-18 fiscal year was \$116,339,206.88.
- (i) The ad valorem debt service tax rate for the City for the 2017-18 fiscal year is \$0.0987 per \$100 of taxable assessed valuation.

This information is provided in this section is solely for purposes of compliance with Section 3.009(b) of the Texas Election Code and is for illustration purposes only. The information is not a part of the proposition to be voted on and does not create a contract with the voters.

**13. PROVISIONS.** The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby. The Mayor and the City Secretary are authorized and directed to take any action necessary to carry out the provisions of this Ordinance.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**READ** and **APPROVED** on first reading this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**READ, APPROVED** and **ADOPTED** on second reading this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Doug Gaul, Mayor  
City of Hutto, Texas

ATTEST:

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Lisa Brown, City Secretary  
City of Hutto, Texas

APPROVED AS TO FORM:

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Michael A. Shaunessy, City Attorney  
City of Hutto, Texas

**EXHIBIT "A"**

**ELECTION DAY VOTING  
POLLING PLACE LOCATIONS, DATE AND TIMES**

**November 6, 2018  
7:00 A.M. until 7:00 P.M.**

**WILLIAMSON COUNTY RESIDENTS**

**Election Day Polling Locations**

**See attached schedule provided by Williamson County.**

**SUBJECT TO CHANGE**



## **WILLIAMSON COUNTY RESIDENTS**

### **Williamson County** **Joint General and Special Elections Tuesday, November 6, 2018** Elecciones generales y especiales conjuntas 6 de noviembre del 2018

Registered voters may vote at any location listed below.  
 Los votantes registrados podrán votar en cualquiera de los lugares de votación listados abajo

#### **Vote Center Locations**

#### **Locaciones de Centros de Votos**

| <b>CITY</b>       | <b>Location</b>                        | <b>Address</b>                   | <b>City</b> |
|-------------------|----------------------------------------|----------------------------------|-------------|
| <b>AUSTIN</b>     | Anderson Mill Limited District         | 11500 El Salido Parkway          | Austin      |
|                   | Bethany United Methodist Church        | 10010 Anderson Mill Rd           | Austin      |
|                   | Clairmont Retirement Community         | 12463 Los Indios Trail           | Austin      |
|                   | Kelly Reeves Athletic Complex          | 10211 W Parmer Lane              | Austin      |
|                   | La Quinta Inn & Suites                 | 10701 Lakeline Mall Dr           | Austin      |
|                   | Lord of Life Lutheran Church           | 9700 Neenah Ave                  | Austin      |
|                   | Northwest Fellowship                   | 13427 Pond Springs Rd            | Austin      |
|                   | Rattan Creek Park Comm Center          | 7617 Elkhorn Mountain Trail      | Austin      |
| <b>BARTLETT</b>   | Bartlett Town Hall                     | 140 W Clark St                   | Bartlett    |
| <b>CEDAR PARK</b> | Cedar Park City Hall                   | 450 Cypress Creek Rd Bldg 3      | Cedar Park  |
|                   | Cedar Park High School                 | 2150 Cypress Creek Rd            | Cedar Park  |
|                   | Cedar Park Library                     | 550 Discovery Blvd               | Cedar Park  |
|                   | Cedar Park Randalls                    | 1400 Cypress Creek Rd            | Cedar Park  |
|                   | Cedar Park Recreation Center           | 1435 Main St Town Center         | Cedar Park  |
|                   | Highland Estates Ind Retirement Living | 1500 N Lakeline Blvd             | Cedar Park  |
|                   | Vista Ridge High School                | 200 S Vista Ridge Blvd           | Cedar Park  |
| <b>COUPLAND</b>   | Coupland School                        | 620 S Commerce St                | Coupland    |
| <b>FLORENCE</b>   | Andice Community Center                | 6600 FM 970 Andice               | Florence    |
|                   | Florence City Hall                     | 106 S Patterson Ave              | Florence    |
| <b>GEORGETOWN</b> | County Central Maintenance Facility    | 3151 SE Inner Loop               | Georgetown  |
|                   | Cowan Creek Amenity Center             | 1433 Cool Spring Way             | Georgetown  |
|                   | Estrella Oaks Rehab & Care             | 4011 Williams Dr                 | Georgetown  |
|                   | First Baptist Church                   | 1333 W University Ave            | Georgetown  |
|                   | Georgetown Airport - Terminal Bldg     | 500 Terminal Dr                  | Georgetown  |
|                   | GISD Administration Bldg               | 603 Lakeway Dr                   | Georgetown  |
|                   | Parks and Recreation Administration    | 1101 N College St                | Georgetown  |
|                   | Main Street Baptist Church             | 1001 S Main St - Fellowship Hall | Georgetown  |
| <b>CITY</b>       | <b>Location</b>                        | <b>Address</b>                   | <b>City</b> |

|                     |                                     |                                     |              |
|---------------------|-------------------------------------|-------------------------------------|--------------|
|                     | San Gabriel Presbyterian Church     | 5404 Williams Dr                    | Georgetown   |
|                     | Sun City Social Center              | 2 Texas Dr                          | Georgetown   |
|                     | The Caring Place Annex              | 2001 Railroad Ave                   | Georgetown   |
|                     | Williamson County Inner Loop Annex  | 301 S E Inner Loop                  | Georgetown   |
| <b>GRANGER</b>      | SPJST Hall                          | 114 W Davilla St                    | Granger      |
| <b>HUTTO</b>        | Hutto City Hall                     | 401 W Front St                      | Hutto        |
|                     | Hutto ISD Administration Bldg       | 200 College St                      | Hutto        |
| <b>JARRELL</b>      | Jarrell Memorial Park Comm Center   | 1651 CR 305                         | Jarrell      |
| <b>LEANDER</b>      | Leander Church of Christ            | 300 Crystal Falls Parkway           | Leander      |
|                     | Leander High School                 | 3301 S Bagdad Rd                    | Leander      |
|                     | Leander Public Library              | 1011 S Bagdad Rd                    | Leander      |
|                     | Pat Bryson Municipal Hall           | 201 N Brushy St                     | Leander      |
|                     | Rouse High School                   | 1501 CR 271                         | Leander      |
| <b>LIBERTY HILL</b> | Liberty Hill High School            | 16500 W SH 29                       | Liberty Hill |
| <b>ROUND ROCK</b>   | Baca Senior Center                  | 301 W Bagdad Ave Bldg 2             | Round Rock   |
|                     | Bluebonnet Trail Community Services | 1009 N Georgetown Ave               | Round Rock   |
|                     | Brushy Creek Community Center       | 16318 Great Oaks Dr                 | Round Rock   |
|                     | Cedar Ridge High School             | 2801 Gattis School Rd               | Round Rock   |
|                     | Chasco Family YMCA                  | 1812 N Mays St                      | Round Rock   |
|                     | Dell Diamond – Intel Club           | 3400 E Palm Valley Blvd             | Round Rock   |
|                     | Fern Bluff MUD Community Center     | 7320 Wyoming Springs Rd             | Round Rock   |
|                     | JB & Hallie Jester Annex            | 1801 E Old Settlers Blvd            | Round Rock   |
|                     | Round Rock High School              | 300 N Lake Creek Dr                 | Round Rock   |
|                     | Round Rock Presbyterian Church      | 4010 Sam Bass Rd                    | Round Rock   |
|                     | Round Rock Randalls                 | 2051 Gattis School Road             | Round Rock   |
|                     | Round Rock Sports Center            | 2400 Chisholm Trail                 | Round Rock   |
|                     | San Gabriel Rehab & Care            | 4100 College Park Dr                | Round Rock   |
|                     | Sleep Inn & Suites                  | 1980 South IH 35 (Ex 251 McNeil Rd) | Round Rock   |
|                     | Teravista Community Center          | 4211 Teravista Club Dr              | Round Rock   |
|                     | The Fellowship Church of Round Rock | 3379 Gattis School Rd               | Round Rock   |
| <b>TAYLOR</b>       | Main Street Events Center           | 3101 North Main                     | Taylor       |
|                     | Taylor City Hall                    | 400 Porter St                       | Taylor       |
|                     | Taylor Public Library               | 801 Vance St                        | Taylor       |
| <b>THRALL</b>       | St John Lutheran Church             | 409 S Main St                       | Thrall       |
| <b>WEIR</b>         | First Baptist Church of Weir        | 315 FM 1105                         | Weir         |

**SUBJECT TO CHANGE  
SUJETO A CAMBIO**

**EXHIBIT "B"**

**EARLY VOTING  
POLLING PLACE LOCATIONS, DATES AND TIMES**

**WILLIAMSON COUNTY RESIDENTS**

**See attached schedule provided by Williamson County.**

**SUBJECT TO CHANGE**

**CITY OF HUTTO  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 10C.

**AGENDA DATE:** August 16, 2018

**PRESENTED BY:** James Bryson, Director of Finance

**ITEM:**

Consideration and possible action on an ordinance of the City of Hutto, Texas amending the fiscal year 2017-2018 budget to beginning fund balances to audited amounts, organizational restructure, merit distributions and other miscellaneous adjustments. (James Bryson)

**STRATEGIC GUIDE POLICY:** Fiscal Responsibility

**ITEM BACKGROUND:**

Developing a Budget is based on forecasting and experience and initially not all information may be available or known. Over the course of the budget year, information comes in that clarifies or realigns forecast information or sheds light on new items that may affect the operating budget. The projected year-end adjustment to the Fiscal Year 2017-2018 budget recognizes and incorporates new and updated information and material changes in operations.

This represents the third amendment of the FY 2017-2018 Budget. The provided information shows the amended budgets, projected year-end totals, increases and decreases, and net change in fund reserves.

**BUDGETARY AND FINANCIAL SUMMARY:**

As the fiscal year approaches, it is essential to amend the budget to properly appropriate funds necessary to provide municipal services at a quality level.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

Not Applicable

**CITY ATTORNEY REVIEW:**

Not Applicable



**STAFF RECOMMENDATION:**

Staff recommends the Council approve the first reading of the ordinance.

**SUPPORTING MATERIAL:**

1. [Ordinance - Budget Amendment 3](#)
2. [Budget Amendment 3](#)

## ORDINANCE NO. \_\_\_\_\_

### **AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE FISCAL YEAR 2017-18 BUDGET TO BEGINNING FUND BALANCES TO AUDITED AMOUNTS, ORGANIZATIONAL RESTRUCTURE, MERIT DISTRIBUTIONS AND OTHER MISCELLANEOUS ADJUSTMENTS.**

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

**SECTION 1:** That the appropriations for the fiscal year beginning October 1, 2017, and ending September 30, 2018, for the support of the general government of the City of Hutto, Texas, be amended for said term in accordance with the change in expenditures shown in the attached Exhibit A.

**SECTION 2:** That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2017, and ending September 30, 2018.

**SECTION 3:** The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law and the *City Charter*.

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

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

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

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

**READ and APPROVED on first reading** on this the 16<sup>th</sup> day of August 2018, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

**READ, APPROVED and ADOPTED on second and final reading** this 6<sup>th</sup> day of September 2018, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

**CITY OF HUTTO, TEXAS**

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Doug Gaul, Mayor

**ATTEST:**

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Lisa Brown, City Secretary

**Budget Amendment #3  
FY 2017-2018**

|                                         |              | Projected   | Increase   | Net Change in          |
|-----------------------------------------|--------------|-------------|------------|------------------------|
|                                         | Amended      | Year-End    | (Decrease) | Fund Reserves          |
|                                         | Budget Total | Total       | (Decrease) | Increase<br>(Decrease) |
| <b>General Fund</b>                     |              |             |            |                        |
| Revenues                                | 13,163,947   | 13,302,231  | 138,284    |                        |
| Expenditures                            | 13,837,875   | 14,293,790  | 455,915    | (991,559)              |
| <b>General Debt Service Fund</b>        |              |             |            |                        |
| Revenues                                | 1,651,793    | 1,858,064   | 206,271    |                        |
| Expenditures                            | 2,023,893    | 2,076,721   | 52,828     | (218,657)              |
| <b>General Capital Replacement Fund</b> |              |             |            |                        |
| Revenues                                | 72,500       | 15,000      | (57,500)   |                        |
| Expenditures                            | 72,500       | 2,621       | (69,879)   | 12,379                 |
| <b>Court Funds</b>                      |              |             |            |                        |
| Revenues                                | 12,600       | 15,000      | 2,400      |                        |
| Expenditures                            | 49,440       | 25,000      | (24,440)   | (10,000)               |
| <b>Special Events Fund</b>              |              |             |            |                        |
| Revenues                                | -            | -           | -          | -                      |
| Expenditures                            | -            | -           | -          | -                      |
| <b>Hotel Tax Fund</b>                   |              |             |            |                        |
| Revenues                                | 250,000      | 225,000     | (25,000)   |                        |
| Expenditures                            | 350,000      | 385,665     | 35,665     | (160,665)              |
| <b>ATS Red Light Camera Fund</b>        |              |             |            |                        |
| Revenues                                | -            | 5,499       | 5,499      |                        |
| Expenditures                            | 5,000        | 5,634       | 634        | (135)                  |
| <b>PEG Capital Fees</b>                 |              |             |            |                        |
| Revenues                                | 32,500       | 32,500      | -          |                        |
| Expenditures                            | 26,200       | 26,200      | -          | 6,300                  |
| <b>Public Improvement Districts</b>     |              |             |            |                        |
| Revenues                                | 200,000      | 232,843     | 32,843     |                        |
| Expenditures                            | 200,000      | 200,000     | -          | 32,843                 |
| <b>Park Improvement Fund</b>            |              |             |            |                        |
| Revenues                                | -            | -           | -          |                        |
| Expenditures                            | -            | -           | -          |                        |
|                                         |              |             |            |                        |
|                                         | Amended      | Projected   | Increase   | Net Change in          |
|                                         | Budget Total | Year-End    | (Decrease) | Fund Reserves          |
|                                         |              | Total       | (Decrease) | Increase<br>(Decrease) |
| <b>Utility Fund</b>                     |              |             |            |                        |
| Revenues                                | 74,429,092   | 80,897,352  | 6,468,260  |                        |
| Expenditures                            | 76,014,088   | 76,314,088  | 300,000    | 4,583,264              |
| <b>Utility Debt Service Fund</b>        |              |             |            |                        |
| Revenues                                | 6,605,645    | 6,617,623   | 11,978     |                        |
| Expenditures                            | 6,617,623    | 6,617,623   | -          | 0                      |
| <b>Impact Fees Fund</b>                 |              |             |            |                        |
| Revenues                                | 1,200,000    | 1,280,008   | 80,008     |                        |
| Expenditures                            | 1,200,000    | 1,200,000   | -          | 80,008                 |
| <b>Utility Capital Replacement Fund</b> |              |             |            |                        |
| Revenues                                | 50,000       | 50,000      | -          |                        |
| Expenditures                            | -            | -           | -          | 50,000                 |
| <b>Capital Improvements Project</b>     |              |             |            |                        |
| Revenues                                | 17,593,050   | 17,593,050  | -          |                        |
| Expenditures                            | 22,055,714   | 22,055,714  | -          | (4,462,664)            |
| <b>Streets &amp; Drainage Fund</b>      |              |             |            |                        |
| Revenues                                | 3,000,000    | 3,218,773   | 218,773    |                        |
| Expenditures                            | 2,498,411    | 2,548,411   | 50,000     | 670,362                |
| <b>Solid Waste Fund</b>                 |              |             |            |                        |
| Revenues                                | 1,305,000    | 1,305,000   | -          |                        |
| Expenditures                            | 1,367,500    | 1,300,500   | (67,000)   | 4,500                  |
| <b>All Fund Totals</b>                  |              |             |            |                        |
| Revenues                                | 119,566,126  | 126,647,942 |            |                        |
| Expenditures                            | 126,318,243  | 127,051,967 |            |                        |
| <b>Change in Fund Balance</b>           | (6,752,117)  | (404,025)   |            |                        |

**CITY OF HUTTO  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 10D.

**AGENDA DATE:** August 16, 2018

**PRESENTED BY:** City Attorney

**ITEM:**

Consideration and possible action regarding 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:**

**BUDGETARY AND FINANCIAL SUMMARY:**

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

Not Applicable

**CITY ATTORNEY REVIEW:**

Ordinance and associated documents have been reviewed by the City Attorney.

**STAFF RECOMMENDATION:**

Staff recommends approval.



**SUPPORTING MATERIAL:**

1. [Ordinance](#)
2. [Service and Assessment Plan](#)

**ORDINANCE NO. \_\_\_\_\_**

**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 6, 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 Service and Assessment Plan, dated \_\_\_\_\_ in a form substantially similar to Exhibit B 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 thereto 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 Administrator 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

**PASSED AND ADOPTED**, this \_\_\_\_\_ 2018.

**CITY OF HUTTO, TEXAS**

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Mayor

ATTEST:

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City Secretary

(SEAL)

STATE OF TEXAS                   §  
                                             §  
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the     day of \_\_\_\_\_, 2018 by \_\_\_\_\_ and \_\_\_\_\_,  
Mayor and Secretary, respectively, of the City of Hutto, Texas on behalf of said City.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Name printed or typed

\_\_\_\_\_  
Commission Expires

**EXHIBIT A**

**Service and Assessment Plan**



# Hutto Co-Op Public Improvement District

Preliminary Service and Assessment Plan

August 9, 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 Installment Sale Contract”** means an agreement that provides for the purchase of the Future Authorized Improvements by the City with such purchase to be paid from Special Assessment Revenues.

**“Future Purchase Price”** means the price of the Authorized Improvements purchased by the City under the terms of the Future Installment Sale Contract, 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 Installment Sale Contract”** means an agreement that provides for the purchase of the Initial Authorized Improvements by the City with such purchase to be paid from Special Assessment Revenues.

**“Initial Purchase Price”** means the price of the Authorized Improvements purchased by the City under the terms of the Initial Installment Sale Contract, currently, \$22,255,000 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 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.

**“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.

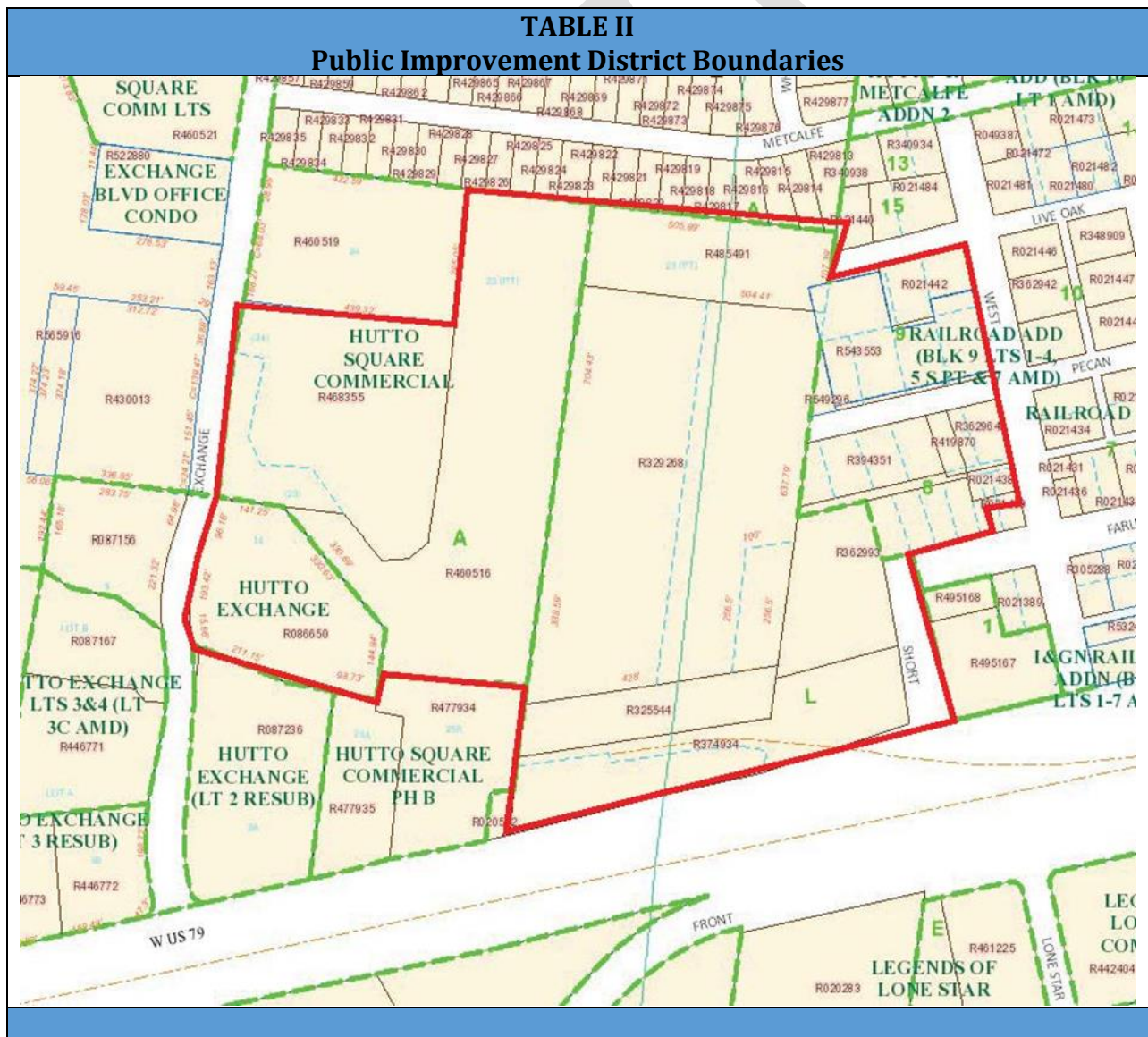


## Section II

### PROPERTY INCLUDED IN THE PID

#### A. Property Included in the PID

The PID comprises the entire Property. The PID is located entirely within the City. It contains approximately 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<br>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            |
| <b>Total Initial Authorized Improvements</b>                                                                                                                                                                                                                                 | <b>\$ 22,260,000</b> |
| <b>Source: LandDev Consulting, LLC and SEC Planning, LLC</b>                                                                                                                                                                                                                 |                      |
| <b>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.</b> |                      |

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              |
| <b>Total Future Authorized Improvements</b>      | <b>\$ 12,359,550</b> |

**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.

| <b>Table IV-A</b>                                                 |                      |                     |
|-------------------------------------------------------------------|----------------------|---------------------|
| <b>Allocation of Authorized Improvements to Assessed Property</b> |                      |                     |
| <b>Authorized Improvements</b>                                    | <b>Total Cost</b>    | <b>% Allocation</b> |
| 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%                |
| <b>Total Authorized Improvements</b>                              | <b>\$ 22,260,000</b> | <b>100%</b>         |
| <b>See Table III-A for details</b>                                |                      |                     |

**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 #             | 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) |
|--------------------|------------------|-------------------|----------------|------------------------------|------------------------------------------|------------------------------|--------------------------|----------------------------|------------------------------------|--------------------------------------------|------------------------------------|
| 1                  | Restaurant       | 6                 | 12,000         | \$ 400                       | 2.56%                                    | \$ 4,800,000                 | \$ 568,825               | \$ 2,282                   | \$ 47.40                           | \$ 0.19                                    | \$ 0.05                            |
| 2                  | Restaurant       | 6                 | 12,000         | \$ 400                       | 2.56%                                    | \$ 4,800,000                 | \$ 568,825               | \$ 2,282                   | \$ 47.40                           | \$ 0.19                                    | \$ 0.05                            |
| 3                  | Retail/Office    | 6                 | 6,000          | \$ 400                       | 1.28%                                    | \$ 2,400,000                 | \$ 284,412               | \$ 1,141                   | \$ 47.40                           | \$ 0.19                                    | \$ 0.05                            |
| 4                  | Bank             | 6                 | 3,000          | \$ 400                       | 0.64%                                    | \$ 1,200,000                 | \$ 142,206               | \$ 570                     | \$ 47.40                           | \$ 0.19                                    | \$ 0.05                            |
| 5                  | Restaurant       | 4                 | 5,500          | \$ 400                       | 1.17%                                    | \$ 2,200,000                 | \$ 260,711               | \$ 1,046                   | \$ 47.40                           | \$ 0.19                                    | \$ 0.05                            |
| 6                  | Retail/Office    | 6                 | 20,000         | \$ 400                       | 4.26%                                    | \$ 8,000,000                 | \$ 948,041               | \$ 3,803                   | \$ 47.40                           | \$ 0.19                                    | \$ 0.05                            |
| 7                  | Retail/Office    | 4                 | 33,000         | \$ 400                       | 7.03%                                    | \$ 13,200,000                | \$ 1,564,267             | \$ 6,275                   | \$ 47.40                           | \$ 0.19                                    | \$ 0.05                            |
| 8                  | Retail/Office    | 5                 | 12,000         | \$ 400                       | 2.56%                                    | \$ 4,800,000                 | \$ 568,825               | \$ 2,282                   | \$ 47.40                           | \$ 0.19                                    | \$ 0.05                            |
| 9                  | Multi-Family     | 4                 | 132            | \$ 165,000                   | 11.59%                                   | \$ 21,780,000                | \$ 2,581,041             | \$ 10,353                  | \$ 19,553.34                       | \$ 78.43                                   | \$ 0.05                            |
| 10                 | Retail/Office    | 4                 | 45,000         | \$ 400                       | 9.58%                                    | \$ 18,000,000                | \$ 2,133,092             | \$ 8,556                   | \$ 47.40                           | \$ 0.19                                    | \$ 0.05                            |
| 11                 | Retail/Office    | 4                 | 15,000         | \$ 400                       | 3.19%                                    | \$ 6,000,000                 | \$ 711,031               | \$ 2,852                   | \$ 47.40                           | \$ 0.19                                    | \$ 0.05                            |
| 12                 | Retail/Office    | 6                 | 40,000         | \$ 400                       | 8.52%                                    | \$ 16,000,000                | \$ 1,896,082             | \$ 7,606                   | \$ 47.40                           | \$ 0.19                                    | \$ 0.05                            |
| 13                 | Hotel            | 7                 | 140            | \$ 165,000                   | 12.30%                                   | \$ 23,100,000                | \$ 2,737,468             | \$ 10,980                  | \$ 19,553.34                       | \$ 78.43                                   | \$ 0.05                            |
| 14                 | Retail/Office    | 7                 | 36,000         | \$ 400                       | 7.67%                                    | \$ 14,400,000                | \$ 1,706,474             | \$ 6,845                   | \$ 47.40                           | \$ 0.19                                    | \$ 0.05                            |
| 15                 | Retail/Office    | 3                 | 32,000         | \$ 400                       | 6.81%                                    | \$ 12,800,000                | \$ 1,516,865             | \$ 6,084                   | \$ 47.40                           | \$ 0.19                                    | \$ 0.05                            |
| 16                 | Multi-Family     | Church            | 104            | \$ 165,000                   | 9.14%                                    | \$ 17,160,000                | \$ 2,033,548             | \$ 8,157                   | \$ 19,553.34                       | \$ 78.43                                   | \$ 0.05                            |
| 18                 | Entertainment    | Williamson County | 39,000         | \$ 400                       | 8.30%                                    | \$ 15,600,000                | \$ 1,848,680             | \$ 7,415                   | \$ 47.40                           | \$ 0.19                                    | \$ 0.05                            |
| 19                 | Restaurant       | Williamson County | 4,000          | \$ 400                       | 0.85%                                    | \$ 1,600,000                 | \$ 189,608               | \$ 761                     | \$ 47.40                           | \$ 0.19                                    | \$ 0.05                            |
| <b>Total</b>       |                  |                   | <b>314,876</b> |                              | <b>100.00%</b>                           | <b>187,840,000</b>           | <b>22,260,000</b>        | <b>89,289</b>              |                                    |                                            | <b>\$ 0.05</b>                     |

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 Installment Sales Contract 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 Installment Sales Contract 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<br>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 Installment Sales Contract 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<br>December 31, | Principal<br>Payments | Interest Expense    | Administrative<br>Expenses | Projected TIRZ<br>Reimbursements | Annual PID<br>Installments |
|-----------------------------|-----------------------|---------------------|----------------------------|----------------------------------|----------------------------|
| 2019                        | \$ -                  | \$ 1,424,640        | \$ 35,000                  | \$ -                             | \$ 1,459,640               |
| 2020                        | \$ -                  | \$ 1,424,640        | \$ 35,700                  | \$ 150,637                       | \$ 1,309,703               |
| 2021                        | \$ 150,000            | \$ 1,424,640        | \$ 36,414                  | \$ 311,316                       | \$ 1,299,738               |
| 2022                        | \$ 160,000            | \$ 1,415,040        | \$ 37,142                  | \$ 532,250                       | \$ 1,079,933               |
| 2023                        | \$ 170,000            | \$ 1,404,800        | \$ 37,885                  | \$ 1,004,245                     | \$ 608,440                 |
| <b>Total</b>                | <b>\$ 480,000</b>     | <b>\$ 7,093,760</b> | <b>\$ 182,141</b>          | <b>\$ 1,998,447</b>              | <b>\$ 5,757,455</b>        |

**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 Installment Sales Contract 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**

- The Special Assessment for any Parcel may be paid in full at any time in accordance with the PID Act.
- If an Annual Installment has been billed prior to payment in full of a Special Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount upon payment.
- Upon payment in full of a Special Assessment, the City shall deposit the payment in accordance with the 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.**"
- 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**

- 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%).
- 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.
- 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:
- Review and approve the Annual Service Plan Update including the Annual Installments due for the upcoming year;
  - Contract with the Williamson County Appraisal District or other third party to collect the Assessments;
  - Establish the assessment account (“Assessment Account”) to receive the funds collected from Assessments, TIRZ Revenues and EDC Revenues;
  - Pay Administrative Expenses as provided herein;
  - Direct the Administrator to take all reasonable efforts to collect Assessments including foreclosure of any lien securing delinquent Assessments;
  - Deposit Assessments received, including funds received from foreclosure sales, into the Assessment Account; and,
  - Pay funds out of the Assessment Account as provided herein and in the 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<br>Special Benefit Summary    |                      |
|-----------------------------------------|----------------------|
| <b>Special Benefit Summary</b>          | <b>Total Cost</b>    |
| <b>Total Public Improvements (a)</b>    | <b>\$ 22,260,000</b> |
| <b>Total Special Benefit</b>            | <b>\$ 22,260,000</b> |
| <i>Special Benefit</i>                  |                      |
| Total Special Benefit                   | \$ 22,260,000        |
| Projected PID Special Assessment        | \$ 22,260,000        |
| <b>Excess Benefit</b>                   | <b>\$ -</b>          |
| <b>(a) See Table III-A for details.</b> |                      |

#### 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<br>Special Assesment by Property Owner                                                                                                                                                                                                                                         |         |                           |                       |                        |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------------------------|-----------------------|------------------------|--|
| Lot #                                                                                                                                                                                                                                                                                     | Acres   | Owner                     | Special<br>Assessment | Equivalent Tax<br>Rate |  |
| 1                                                                                                                                                                                                                                                                                         | 3.3676  | 420 US 79, Ltd.           | \$ -                  | \$ -                   |  |
| 2                                                                                                                                                                                                                                                                                         | 0.5231  | 420 US 79, Ltd.           | \$ -                  | \$ -                   |  |
| 3                                                                                                                                                                                                                                                                                         | 0.9709  | 420 US 79, Ltd.           | \$ 1,516,865          | \$ 0.05                |  |
| 4                                                                                                                                                                                                                                                                                         | 5.5130  | 420 US 79, Ltd.           | \$ 7,250,143          | \$ 0.05                |  |
| 5                                                                                                                                                                                                                                                                                         | 0.4908  | 420 US 79, Ltd.           | \$ 568,825            | \$ -                   |  |
| 6                                                                                                                                                                                                                                                                                         | 12.9541 | 420 US 79, Ltd.           | \$ 4,408,390          | \$ 0.05                |  |
| 7                                                                                                                                                                                                                                                                                         | 1.7685  | 420 US 79, Ltd.           | \$ 4,443,942          | \$ 0.05                |  |
| Church                                                                                                                                                                                                                                                                                    | 0.4641  | Hill Country Bible Church | \$ 2,033,548          | \$ 0.05                |  |
| Williamson County                                                                                                                                                                                                                                                                         | 4.4341  | Williamson County         | \$ 2,038,288          | \$ 0.05                |  |
| Right of Way                                                                                                                                                                                                                                                                              | 4.6159  | 420 US 79, Ltd.           | \$ -                  | \$ -                   |  |
|                                                                                                                                                                                                                                                                                           | 35.1021 |                           | \$ 22,260,000         | \$ 0.05                |  |
| Preliminary and subject to change. The lot information is as of 8/8/18 and reflects the plat as approved by the City of Hutto. The Developer is in the process of obtaining new tax parcel IDs from Williamson County at which time this SAP will be updated to reflect such information. |         |                           |                       |                        |  |

**Appendix A-1  
Annual Installments**

| Year ending<br>12/31/XX (a) | PID Reimbursement |               |                     | Administrative<br>Expenses (b) | Capitalized<br>Interest | Projected TIRZ<br>Reimbursement | Annual<br>Installment (c) |
|-----------------------------|-------------------|---------------|---------------------|--------------------------------|-------------------------|---------------------------------|---------------------------|
|                             | Principal         | Interest      | Net Debt<br>Service |                                |                         |                                 |                           |
| 2019                        | \$ -              | \$ 1,424,640  | \$ 1,424,640        | \$ 35,000                      | \$ -                    | \$ -                            | \$ 1,459,640              |
| 2020                        | \$ -              | \$ 1,424,640  | \$ 1,424,640        | \$ 35,700                      | \$ -                    | \$ 150,637                      | \$ 1,309,703              |
| 2021                        | \$ 150,000        | \$ 1,424,640  | \$ 1,574,640        | \$ 36,414                      | \$ -                    | \$ 311,316                      | \$ 1,299,738              |
| 2022                        | \$ 160,000        | \$ 1,415,040  | \$ 1,575,040        | \$ 37,142                      | \$ -                    | \$ 532,250                      | \$ 1,079,933              |
| 2023                        | \$ 170,000        | \$ 1,404,800  | \$ 1,574,800        | \$ 37,885                      | \$ -                    | \$ 1,004,245                    | \$ 608,440                |
| 2024                        | \$ 180,000        | \$ 1,393,920  | \$ 1,573,920        | \$ 38,643                      | \$ -                    | \$ 1,054,457                    | \$ 558,106                |
| 2025                        | \$ 190,000        | \$ 1,382,400  | \$ 1,572,400        | \$ 39,416                      | \$ -                    | \$ 1,107,180                    | \$ 504,636                |
| 2026                        | \$ 205,000        | \$ 1,370,240  | \$ 1,575,240        | \$ 40,204                      | \$ -                    | \$ 1,162,539                    | \$ 452,905                |
| 2027                        | \$ 215,000        | \$ 1,357,120  | \$ 1,572,120        | \$ 41,008                      | \$ -                    | \$ 1,220,666                    | \$ 392,462                |
| 2028                        | \$ 230,000        | \$ 1,343,360  | \$ 1,573,360        | \$ 41,828                      | \$ -                    | \$ 1,281,699                    | \$ 333,489                |
| 2029                        | \$ 245,000        | \$ 1,328,640  | \$ 1,573,640        | \$ 42,665                      | \$ -                    | \$ 1,345,784                    | \$ 270,521                |
| 2030                        | \$ 260,000        | \$ 1,312,960  | \$ 1,572,960        | \$ 43,518                      | \$ -                    | \$ 1,413,073                    | \$ 203,405                |
| 2031                        | \$ 275,000        | \$ 1,296,320  | \$ 1,571,320        | \$ 44,388                      | \$ -                    | \$ 1,483,727                    | \$ 131,982                |
| 2032                        | \$ 295,000        | \$ 1,278,720  | \$ 1,573,720        | \$ 45,276                      | \$ -                    | \$ 1,557,913                    | \$ 61,083                 |
| 2033                        | \$ 315,000        | \$ 1,259,840  | \$ 1,574,840        | \$ 46,182                      | \$ -                    | \$ 1,048,036                    | \$ 572,986                |
| 2034                        | \$ 335,000        | \$ 1,239,680  | \$ 1,574,680        | \$ 47,105                      | \$ -                    | \$ 1,032,444                    | \$ 589,341                |
| 2035                        | \$ 355,000        | \$ 1,218,240  | \$ 1,573,240        | \$ 48,047                      | \$ -                    | \$ 1,084,066                    | \$ 537,221                |
| 2036                        | \$ 380,000        | \$ 1,195,520  | \$ 1,575,520        | \$ 49,008                      | \$ -                    | \$ 1,138,269                    | \$ 486,259                |
| 2037                        | \$ 400,000        | \$ 1,171,200  | \$ 1,571,200        | \$ 49,989                      | \$ -                    | \$ 1,195,183                    | \$ 426,006                |
| 2038                        | \$ 425,000        | \$ 1,145,600  | \$ 1,570,600        | \$ 50,988                      | \$ -                    | \$ 1,254,942                    | \$ 366,646                |
| 2039                        | \$ 455,000        | \$ 1,118,400  | \$ 1,573,400        | \$ 52,008                      | \$ -                    | \$ 1,317,689                    | \$ 307,719                |
| 2040                        | \$ 485,000        | \$ 1,089,280  | \$ 1,574,280        | \$ 53,048                      | \$ -                    | \$ 1,383,574                    | \$ 243,755                |
| 2041                        | \$ 515,000        | \$ 1,058,240  | \$ 1,573,240        | \$ 54,109                      | \$ -                    | \$ 1,452,752                    | \$ 174,597                |
| 2042                        | \$ 550,000        | \$ 1,025,280  | \$ 1,575,280        | \$ 55,191                      | \$ -                    | \$ 1,525,390                    | \$ 105,082                |
| 2043                        | \$ 585,000        | \$ 990,080    | \$ 1,575,080        | \$ 56,295                      | \$ -                    | \$ 1,601,659                    | \$ 29,716                 |
| 2044                        | \$ 620,000        | \$ 952,640    | \$ 1,572,640        | \$ 57,421                      | \$ -                    | \$ 1,681,742                    | \$ (51,681)               |
| 2045                        | \$ 660,000        | \$ 912,960    | \$ 1,572,960        | \$ 58,570                      | \$ -                    | \$ 1,765,830                    | \$ (134,300)              |
| 2046                        | \$ 700,000        | \$ 870,720    | \$ 1,570,720        | \$ 59,741                      | \$ -                    | \$ 1,854,121                    | \$ (223,660)              |
| 2047                        | \$ 745,000        | \$ 825,920    | \$ 1,570,920        | \$ 60,936                      | \$ -                    | \$ 1,946,827                    | \$ (314,971)              |
| 2048                        | \$ 795,000        | \$ 778,240    | \$ 1,573,240        | \$ 62,155                      | \$ -                    | \$ 2,044,168                    | \$ (408,774)              |
| 2049                        | \$ 845,000        | \$ 727,360    | \$ 1,572,360        | \$ 63,398                      | \$ -                    | \$ 1,720,407                    | \$ (84,650)               |
| 2050                        | \$ 900,000        | \$ 673,280    | \$ 1,573,280        | \$ 64,666                      | \$ -                    | \$ 1,806,428                    | \$ (168,482)              |
| 2051                        | \$ 960,000        | \$ 615,680    | \$ 1,575,680        | \$ 65,959                      | \$ -                    | \$ 1,896,749                    | \$ (255,110)              |
| 2052                        | \$ 1,020,000      | \$ 554,240    | \$ 1,574,240        | \$ 67,278                      | \$ -                    | \$ 1,991,586                    | \$ (350,068)              |
| 2053                        | \$ 1,085,000      | \$ 488,960    | \$ 1,573,960        | \$ 68,624                      | \$ -                    | \$ 2,091,166                    | \$ (448,582)              |
| 2054                        | \$ 1,155,000      | \$ 419,520    | \$ 1,574,520        | \$ 69,996                      | \$ -                    | \$ 2,195,724                    | \$ (551,208)              |
| 2055                        | \$ 1,225,000      | \$ 345,600    | \$ 1,570,600        | \$ 71,396                      | \$ -                    | \$ 2,305,510                    | \$ (663,514)              |
| 2056                        | \$ 1,305,000      | \$ 267,200    | \$ 1,572,200        | \$ 72,824                      | \$ -                    | \$ 2,420,786                    | \$ (775,762)              |
| 2057                        | \$ 1,390,000      | \$ 183,680    | \$ 1,573,680        | \$ 74,280                      | \$ -                    | \$ 2,541,825                    | \$ (893,865)              |
| 2058                        | \$ 1,480,000      | \$ 94,720     | \$ 1,574,720        | \$ 75,766                      | \$ -                    | \$ 2,668,916                    | \$ (1,018,430)            |
| Totals                      | \$ 22,260,000     | \$ 40,379,520 | \$ 62,639,520       | \$ 2,114,069                   |                         |                                 | \$ 6,162,315              |

(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 - Lot #3**

| Year ending<br>12/31/XX (a) | PID Reimbursement |              |                     | Administrative<br>Expenses (b) | Projected TIRZ<br>Reimbursement | Annual<br>Installment (c) |
|-----------------------------|-------------------|--------------|---------------------|--------------------------------|---------------------------------|---------------------------|
|                             | Principal         | Interest     | Net Debt<br>Service |                                |                                 |                           |
| 2019                        | \$ -              | \$ 97,079    | \$ 97,079           | \$ 2,385                       | \$ -                            | \$ 99,464                 |
| 2020                        | \$ -              | \$ 97,079    | \$ 97,079           | \$ 2,433                       | \$ 10,265                       | \$ 89,247                 |
| 2021                        | \$ 10,221         | \$ 97,079    | \$ 107,301          | \$ 2,481                       | \$ 21,214                       | \$ 88,568                 |
| 2022                        | \$ 10,903         | \$ 96,425    | \$ 107,328          | \$ 2,531                       | \$ 36,269                       | \$ 73,590                 |
| 2023                        | \$ 11,584         | \$ 95,727    | \$ 107,312          | \$ 2,582                       | \$ 68,432                       | \$ 41,461                 |
| 2024                        | \$ 12,266         | \$ 94,986    | \$ 107,252          | \$ 2,633                       | \$ 71,854                       | \$ 38,031                 |
| 2025                        | \$ 12,947         | \$ 94,201    | \$ 107,148          | \$ 2,686                       | \$ 75,447                       | \$ 34,387                 |
| 2026                        | \$ 13,969         | \$ 93,372    | \$ 107,342          | \$ 2,740                       | \$ 79,219                       | \$ 30,862                 |
| 2027                        | \$ 14,651         | \$ 92,478    | \$ 107,129          | \$ 2,794                       | \$ 83,180                       | \$ 26,744                 |
| 2028                        | \$ 15,673         | \$ 91,541    | \$ 107,214          | \$ 2,850                       | \$ 87,339                       | \$ 22,725                 |
| 2029                        | \$ 16,695         | \$ 90,538    | \$ 107,233          | \$ 2,907                       | \$ 91,706                       | \$ 18,434                 |
| 2030                        | \$ 17,717         | \$ 89,469    | \$ 107,186          | \$ 2,965                       | \$ 96,291                       | \$ 13,861                 |
| 2031                        | \$ 18,739         | \$ 88,335    | \$ 107,075          | \$ 3,025                       | \$ 101,106                      | \$ 8,994                  |
| 2032                        | \$ 20,102         | \$ 87,136    | \$ 107,238          | \$ 3,085                       | \$ 106,161                      | \$ 4,162                  |
| 2033                        | \$ 21,465         | \$ 85,849    | \$ 107,314          | \$ 3,147                       | \$ 71,416                       | \$ 39,045                 |
| 2034                        | \$ 22,828         | \$ 84,476    | \$ 107,304          | \$ 3,210                       | \$ 70,354                       | \$ 40,160                 |
| 2035                        | \$ 24,191         | \$ 83,015    | \$ 107,205          | \$ 3,274                       | \$ 73,872                       | \$ 36,608                 |
| 2036                        | \$ 25,894         | \$ 81,466    | \$ 107,361          | \$ 3,340                       | \$ 77,565                       | \$ 33,135                 |
| 2037                        | \$ 27,257         | \$ 79,809    | \$ 107,066          | \$ 3,406                       | \$ 81,443                       | \$ 29,029                 |
| 2038                        | \$ 28,961         | \$ 78,065    | \$ 107,026          | \$ 3,475                       | \$ 85,516                       | \$ 24,984                 |
| 2039                        | \$ 31,005         | \$ 76,211    | \$ 107,216          | \$ 3,544                       | \$ 89,791                       | \$ 20,969                 |
| 2040                        | \$ 33,049         | \$ 74,227    | \$ 107,276          | \$ 3,615                       | \$ 94,281                       | \$ 16,610                 |
| 2041                        | \$ 35,094         | \$ 72,112    | \$ 107,205          | \$ 3,687                       | \$ 98,995                       | \$ 11,898                 |
| 2042                        | \$ 37,479         | \$ 69,866    | \$ 107,344          | \$ 3,761                       | \$ 103,945                      | \$ 7,161                  |
| 2043                        | \$ 39,864         | \$ 67,467    | \$ 107,331          | \$ 3,836                       | \$ 109,142                      | \$ 2,025                  |
| 2044                        | \$ 42,249         | \$ 64,916    | \$ 107,165          | \$ 3,913                       | \$ 114,599                      | \$ (3,522)                |
| 2045                        | \$ 44,974         | \$ 62,212    | \$ 107,186          | \$ 3,991                       | \$ 120,329                      | \$ (9,152)                |
| 2046                        | \$ 47,700         | \$ 59,334    | \$ 107,034          | \$ 4,071                       | \$ 126,346                      | \$ (15,241)               |
| 2047                        | \$ 50,767         | \$ 56,281    | \$ 107,047          | \$ 4,152                       | \$ 132,663                      | \$ (21,463)               |
| 2048                        | \$ 54,174         | \$ 53,032    | \$ 107,205          | \$ 4,235                       | \$ 139,296                      | \$ (27,855)               |
| 2049                        | \$ 57,581         | \$ 49,565    | \$ 107,145          | \$ 4,320                       | \$ 117,234                      | \$ (5,768)                |
| 2050                        | \$ 61,329         | \$ 45,879    | \$ 107,208          | \$ 4,407                       | \$ 123,096                      | \$ (11,481)               |
| 2051                        | \$ 65,417         | \$ 41,954    | \$ 107,372          | \$ 4,495                       | \$ 129,250                      | \$ (17,384)               |
| 2052                        | \$ 69,506         | \$ 37,768    | \$ 107,274          | \$ 4,585                       | \$ 135,713                      | \$ (23,855)               |
| 2053                        | \$ 73,935         | \$ 33,319    | \$ 107,255          | \$ 4,676                       | \$ 142,499                      | \$ (30,568)               |
| 2054                        | \$ 78,705         | \$ 28,587    | \$ 107,293          | \$ 4,770                       | \$ 149,623                      | \$ (37,561)               |
| 2055                        | \$ 83,475         | \$ 23,550    | \$ 107,026          | \$ 4,865                       | \$ 157,105                      | \$ (45,214)               |
| 2056                        | \$ 88,927         | \$ 18,208    | \$ 107,135          | \$ 4,962                       | \$ 164,960                      | \$ (52,863)               |
| 2057                        | \$ 94,719         | \$ 12,517    | \$ 107,235          | \$ 5,062                       | \$ 173,208                      | \$ (60,911)               |
| 2058                        | \$ 100,852        | \$ 6,455     | \$ 107,306          | \$ 5,163                       | \$ 181,868                      | \$ (69,399)               |
| Totals                      | \$ 1,516,865      | \$ 2,751,586 | \$ 4,268,451        | \$ 144,059                     |                                 | \$ 419,919                |

(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 - Lot #4**

| Year ending<br>12/31/XX (a) | PID Reimbursement |               |                     | Administrative<br>Expenses (b) | Projected TIRZ<br>Reimbursement | Annual<br>Installment (c) |
|-----------------------------|-------------------|---------------|---------------------|--------------------------------|---------------------------------|---------------------------|
|                             | Principal         | Interest      | Net Debt<br>Service |                                |                                 |                           |
| 2019                        | \$ -              | \$ 464,009    | \$ 464,009          | \$ 11,400                      | \$ -                            | \$ 475,409                |
| 2020                        | \$ -              | \$ 464,009    | \$ 464,009          | \$ 11,628                      | \$ 49,063                       | \$ 426,574                |
| 2021                        | \$ 48,855         | \$ 464,009    | \$ 512,865          | \$ 11,860                      | \$ 101,396                      | \$ 423,328                |
| 2022                        | \$ 52,112         | \$ 460,882    | \$ 512,995          | \$ 12,097                      | \$ 173,355                      | \$ 351,737                |
| 2023                        | \$ 55,369         | \$ 457,547    | \$ 512,917          | \$ 12,339                      | \$ 327,085                      | \$ 198,171                |
| 2024                        | \$ 58,626         | \$ 454,004    | \$ 512,630          | \$ 12,586                      | \$ 343,439                      | \$ 181,777                |
| 2025                        | \$ 61,884         | \$ 450,251    | \$ 512,135          | \$ 12,838                      | \$ 360,611                      | \$ 164,361                |
| 2026                        | \$ 66,769         | \$ 446,291    | \$ 513,060          | \$ 13,095                      | \$ 378,642                      | \$ 147,512                |
| 2027                        | \$ 70,026         | \$ 442,018    | \$ 512,044          | \$ 13,356                      | \$ 397,574                      | \$ 127,826                |
| 2028                        | \$ 74,912         | \$ 437,536    | \$ 512,448          | \$ 13,624                      | \$ 417,453                      | \$ 108,618                |
| 2029                        | \$ 79,797         | \$ 432,742    | \$ 512,539          | \$ 13,896                      | \$ 438,325                      | \$ 88,109                 |
| 2030                        | \$ 84,683         | \$ 427,635    | \$ 512,317          | \$ 14,174                      | \$ 460,242                      | \$ 66,250                 |
| 2031                        | \$ 89,568         | \$ 422,215    | \$ 511,783          | \$ 14,457                      | \$ 483,254                      | \$ 42,987                 |
| 2032                        | \$ 96,082         | \$ 416,483    | \$ 512,565          | \$ 14,747                      | \$ 507,417                      | \$ 19,895                 |
| 2033                        | \$ 102,596        | \$ 410,333    | \$ 512,930          | \$ 15,042                      | \$ 341,348                      | \$ 186,623                |
| 2034                        | \$ 109,110        | \$ 403,767    | \$ 512,878          | \$ 15,342                      | \$ 336,270                      | \$ 191,950                |
| 2035                        | \$ 115,624        | \$ 396,784    | \$ 512,409          | \$ 15,649                      | \$ 353,083                      | \$ 174,974                |
| 2036                        | \$ 123,767        | \$ 389,384    | \$ 513,151          | \$ 15,962                      | \$ 370,737                      | \$ 158,376                |
| 2037                        | \$ 130,281        | \$ 381,463    | \$ 511,744          | \$ 16,281                      | \$ 389,274                      | \$ 138,751                |
| 2038                        | \$ 138,424        | \$ 373,125    | \$ 511,549          | \$ 16,607                      | \$ 408,738                      | \$ 119,418                |
| 2039                        | \$ 148,195        | \$ 364,266    | \$ 512,461          | \$ 16,939                      | \$ 429,175                      | \$ 100,225                |
| 2040                        | \$ 157,966        | \$ 354,781    | \$ 512,747          | \$ 17,278                      | \$ 450,634                      | \$ 79,392                 |
| 2041                        | \$ 167,737        | \$ 344,672    | \$ 512,409          | \$ 17,624                      | \$ 473,165                      | \$ 56,867                 |
| 2042                        | \$ 179,136        | \$ 333,936    | \$ 513,073          | \$ 17,976                      | \$ 496,824                      | \$ 34,225                 |
| 2043                        | \$ 190,536        | \$ 322,472    | \$ 513,008          | \$ 18,336                      | \$ 521,665                      | \$ 9,679                  |
| 2044                        | \$ 201,936        | \$ 310,277    | \$ 512,213          | \$ 18,702                      | \$ 547,748                      | \$ (16,833)               |
| 2045                        | \$ 214,964        | \$ 297,354    | \$ 512,317          | \$ 19,076                      | \$ 575,135                      | \$ (43,742)               |
| 2046                        | \$ 227,992        | \$ 283,596    | \$ 511,588          | \$ 19,458                      | \$ 603,892                      | \$ (72,847)               |
| 2047                        | \$ 242,649        | \$ 269,004    | \$ 511,653          | \$ 19,847                      | \$ 634,087                      | \$ (102,587)              |
| 2048                        | \$ 258,934        | \$ 253,475    | \$ 512,409          | \$ 20,244                      | \$ 665,791                      | \$ (133,139)              |
| 2049                        | \$ 275,219        | \$ 236,903    | \$ 512,122          | \$ 20,649                      | \$ 560,341                      | \$ (27,571)               |
| 2050                        | \$ 293,132        | \$ 219,289    | \$ 512,422          | \$ 21,062                      | \$ 588,358                      | \$ (54,875)               |
| 2051                        | \$ 312,675        | \$ 200,529    | \$ 513,203          | \$ 21,483                      | \$ 617,776                      | \$ (83,090)               |
| 2052                        | \$ 332,217        | \$ 180,517    | \$ 512,734          | \$ 21,913                      | \$ 648,665                      | \$ (114,018)              |
| 2053                        | \$ 353,387        | \$ 159,256    | \$ 512,643          | \$ 22,351                      | \$ 681,098                      | \$ (146,104)              |
| 2054                        | \$ 376,187        | \$ 136,639    | \$ 512,825          | \$ 22,798                      | \$ 715,153                      | \$ (179,530)              |
| 2055                        | \$ 398,986        | \$ 112,563    | \$ 511,549          | \$ 23,254                      | \$ 750,911                      | \$ (216,108)              |
| 2056                        | \$ 425,042        | \$ 87,028     | \$ 512,070          | \$ 23,719                      | \$ 788,457                      | \$ (252,668)              |
| 2057                        | \$ 452,727        | \$ 59,825     | \$ 512,552          | \$ 24,193                      | \$ 827,879                      | \$ (291,134)              |
| 2058                        | \$ 482,040        | \$ 30,851     | \$ 512,891          | \$ 24,677                      | \$ 869,273                      | \$ (331,706)              |
| Totals                      | \$ 7,250,143      | \$ 13,151,720 | \$ 20,401,862       | \$ 688,558                     |                                 | \$ 2,007,083              |

(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 - Lot #5**

| Year ending<br>12/31/XX (a) | PID Reimbursement |              |                     | Administrative<br>Expenses (b) | Projected TIRZ<br>Reimbursement | Annual<br>Installment (c) |
|-----------------------------|-------------------|--------------|---------------------|--------------------------------|---------------------------------|---------------------------|
|                             | Principal         | Interest     | Net Debt<br>Service |                                |                                 |                           |
| 2019                        | \$ -              | \$ 36,405    | \$ 36,405           | \$ 894                         | \$ -                            | \$ 37,299                 |
| 2020                        | \$ -              | \$ 36,405    | \$ 36,405           | \$ 912                         | \$ 3,849                        | \$ 33,468                 |
| 2021                        | \$ 3,833          | \$ 36,405    | \$ 40,238           | \$ 931                         | \$ 7,955                        | \$ 33,213                 |
| 2022                        | \$ 4,089          | \$ 36,159    | \$ 40,248           | \$ 949                         | \$ 13,601                       | \$ 27,596                 |
| 2023                        | \$ 4,344          | \$ 35,898    | \$ 40,242           | \$ 968                         | \$ 25,662                       | \$ 15,548                 |
| 2024                        | \$ 4,600          | \$ 35,620    | \$ 40,219           | \$ 987                         | \$ 26,945                       | \$ 14,262                 |
| 2025                        | \$ 4,855          | \$ 35,325    | \$ 40,181           | \$ 1,007                       | \$ 28,292                       | \$ 12,895                 |
| 2026                        | \$ 5,239          | \$ 35,015    | \$ 40,253           | \$ 1,027                       | \$ 29,707                       | \$ 11,573                 |
| 2027                        | \$ 5,494          | \$ 34,679    | \$ 40,173           | \$ 1,048                       | \$ 31,192                       | \$ 10,029                 |
| 2028                        | \$ 5,877          | \$ 34,328    | \$ 40,205           | \$ 1,069                       | \$ 32,752                       | \$ 8,522                  |
| 2029                        | \$ 6,261          | \$ 33,952    | \$ 40,212           | \$ 1,090                       | \$ 34,390                       | \$ 6,913                  |
| 2030                        | \$ 6,644          | \$ 33,551    | \$ 40,195           | \$ 1,112                       | \$ 36,109                       | \$ 5,198                  |
| 2031                        | \$ 7,027          | \$ 33,126    | \$ 40,153           | \$ 1,134                       | \$ 37,915                       | \$ 3,373                  |
| 2032                        | \$ 7,538          | \$ 32,676    | \$ 40,214           | \$ 1,157                       | \$ 39,810                       | \$ 1,561                  |
| 2033                        | \$ 8,049          | \$ 32,194    | \$ 40,243           | \$ 1,180                       | \$ 26,781                       | \$ 14,642                 |
| 2034                        | \$ 8,560          | \$ 31,678    | \$ 40,239           | \$ 1,204                       | \$ 26,383                       | \$ 15,060                 |
| 2035                        | \$ 9,072          | \$ 31,130    | \$ 40,202           | \$ 1,228                       | \$ 27,702                       | \$ 13,728                 |
| 2036                        | \$ 9,710          | \$ 30,550    | \$ 40,260           | \$ 1,252                       | \$ 29,087                       | \$ 12,426                 |
| 2037                        | \$ 10,221         | \$ 29,928    | \$ 40,150           | \$ 1,277                       | \$ 30,541                       | \$ 10,886                 |
| 2038                        | \$ 10,860         | \$ 29,274    | \$ 40,135           | \$ 1,303                       | \$ 32,068                       | \$ 9,369                  |
| 2039                        | \$ 11,627         | \$ 28,579    | \$ 40,206           | \$ 1,329                       | \$ 33,672                       | \$ 7,863                  |
| 2040                        | \$ 12,394         | \$ 27,835    | \$ 40,229           | \$ 1,356                       | \$ 35,355                       | \$ 6,229                  |
| 2041                        | \$ 13,160         | \$ 27,042    | \$ 40,202           | \$ 1,383                       | \$ 37,123                       | \$ 4,462                  |
| 2042                        | \$ 14,055         | \$ 26,200    | \$ 40,254           | \$ 1,410                       | \$ 38,979                       | \$ 2,685                  |
| 2043                        | \$ 14,949         | \$ 25,300    | \$ 40,249           | \$ 1,439                       | \$ 40,928                       | \$ 759                    |
| 2044                        | \$ 15,843         | \$ 24,343    | \$ 40,187           | \$ 1,467                       | \$ 42,975                       | \$ (1,321)                |
| 2045                        | \$ 16,865         | \$ 23,329    | \$ 40,195           | \$ 1,497                       | \$ 45,123                       | \$ (3,432)                |
| 2046                        | \$ 17,888         | \$ 22,250    | \$ 40,138           | \$ 1,527                       | \$ 47,380                       | \$ (5,715)                |
| 2047                        | \$ 19,037         | \$ 21,105    | \$ 40,143           | \$ 1,557                       | \$ 49,749                       | \$ (8,049)                |
| 2048                        | \$ 20,315         | \$ 19,887    | \$ 40,202           | \$ 1,588                       | \$ 52,236                       | \$ (10,446)               |
| 2049                        | \$ 21,593         | \$ 18,587    | \$ 40,180           | \$ 1,620                       | \$ 43,963                       | \$ (2,163)                |
| 2050                        | \$ 22,998         | \$ 17,205    | \$ 40,203           | \$ 1,652                       | \$ 46,161                       | \$ (4,305)                |
| 2051                        | \$ 24,532         | \$ 15,733    | \$ 40,264           | \$ 1,685                       | \$ 48,469                       | \$ (6,519)                |
| 2052                        | \$ 26,065         | \$ 14,163    | \$ 40,228           | \$ 1,719                       | \$ 50,892                       | \$ (8,946)                |
| 2053                        | \$ 27,726         | \$ 12,495    | \$ 40,220           | \$ 1,754                       | \$ 53,437                       | \$ (11,463)               |
| 2054                        | \$ 29,514         | \$ 10,720    | \$ 40,235           | \$ 1,789                       | \$ 56,109                       | \$ (14,085)               |
| 2055                        | \$ 31,303         | \$ 8,831     | \$ 40,135           | \$ 1,824                       | \$ 58,914                       | \$ (16,955)               |
| 2056                        | \$ 33,348         | \$ 6,828     | \$ 40,175           | \$ 1,861                       | \$ 61,860                       | \$ (19,824)               |
| 2057                        | \$ 35,520         | \$ 4,694     | \$ 40,213           | \$ 1,898                       | \$ 64,953                       | \$ (22,842)               |
| 2058                        | \$ 37,819         | \$ 2,420     | \$ 40,240           | \$ 1,936                       | \$ 68,201                       | \$ (26,025)               |
| Totals                      | \$ 568,825        | \$ 1,031,845 | \$ 1,600,669        | \$ 54,022                      |                                 | \$ 157,470                |

(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 - Lot #6**

| Year ending<br>12/31/XX (a) | PID Reimbursement |              |                     | Administrative<br>Expenses (b) | Projected TIRZ<br>Reimbursement | Annual<br>Installment (c) |
|-----------------------------|-------------------|--------------|---------------------|--------------------------------|---------------------------------|---------------------------|
|                             | Principal         | Interest     | Net Debt<br>Service |                                |                                 |                           |
| 2019                        | \$ -              | \$ 282,137   | \$ 282,137          | \$ 6,931                       | \$ -                            | \$ 289,068                |
| 2020                        | \$ -              | \$ 282,137   | \$ 282,137          | \$ 7,070                       | \$ 29,832                       | \$ 259,375                |
| 2021                        | \$ 29,706         | \$ 282,137   | \$ 311,843          | \$ 7,211                       | \$ 61,653                       | \$ 257,401                |
| 2022                        | \$ 31,687         | \$ 280,236   | \$ 311,922          | \$ 7,356                       | \$ 105,407                      | \$ 213,871                |
| 2023                        | \$ 33,667         | \$ 278,208   | \$ 311,875          | \$ 7,503                       | \$ 198,881                      | \$ 120,496                |
| 2024                        | \$ 35,647         | \$ 276,053   | \$ 311,701          | \$ 7,653                       | \$ 208,826                      | \$ 110,528                |
| 2025                        | \$ 37,628         | \$ 273,772   | \$ 311,399          | \$ 7,806                       | \$ 219,267                      | \$ 99,939                 |
| 2026                        | \$ 40,598         | \$ 271,364   | \$ 311,962          | \$ 7,962                       | \$ 230,230                      | \$ 89,694                 |
| 2027                        | \$ 42,579         | \$ 268,765   | \$ 311,344          | \$ 8,121                       | \$ 241,742                      | \$ 77,724                 |
| 2028                        | \$ 45,549         | \$ 266,040   | \$ 311,590          | \$ 8,284                       | \$ 253,829                      | \$ 66,045                 |
| 2029                        | \$ 48,520         | \$ 263,125   | \$ 311,645          | \$ 8,449                       | \$ 266,520                      | \$ 53,574                 |
| 2030                        | \$ 51,491         | \$ 260,020   | \$ 311,510          | \$ 8,618                       | \$ 279,846                      | \$ 40,283                 |
| 2031                        | \$ 54,461         | \$ 256,724   | \$ 311,186          | \$ 8,791                       | \$ 293,839                      | \$ 26,138                 |
| 2032                        | \$ 58,422         | \$ 253,239   | \$ 311,661          | \$ 8,967                       | \$ 308,530                      | \$ 12,097                 |
| 2033                        | \$ 62,383         | \$ 249,500   | \$ 311,883          | \$ 9,146                       | \$ 207,554                      | \$ 113,475                |
| 2034                        | \$ 66,344         | \$ 245,507   | \$ 311,851          | \$ 9,329                       | \$ 204,466                      | \$ 116,714                |
| 2035                        | \$ 70,305         | \$ 241,261   | \$ 311,566          | \$ 9,515                       | \$ 214,689                      | \$ 106,392                |
| 2036                        | \$ 75,256         | \$ 236,762   | \$ 312,017          | \$ 9,706                       | \$ 225,424                      | \$ 96,299                 |
| 2037                        | \$ 79,216         | \$ 231,945   | \$ 311,162          | \$ 9,900                       | \$ 236,695                      | \$ 84,367                 |
| 2038                        | \$ 84,167         | \$ 226,876   | \$ 311,043          | \$ 10,098                      | \$ 248,530                      | \$ 72,611                 |
| 2039                        | \$ 90,109         | \$ 221,489   | \$ 311,598          | \$ 10,300                      | \$ 260,956                      | \$ 60,941                 |
| 2040                        | \$ 96,050         | \$ 215,722   | \$ 311,772          | \$ 10,506                      | \$ 274,004                      | \$ 48,273                 |
| 2041                        | \$ 101,991        | \$ 209,575   | \$ 311,566          | \$ 10,716                      | \$ 287,704                      | \$ 34,577                 |
| 2042                        | \$ 108,922        | \$ 203,047   | \$ 311,970          | \$ 10,930                      | \$ 302,090                      | \$ 20,810                 |
| 2043                        | \$ 115,854        | \$ 196,076   | \$ 311,930          | \$ 11,149                      | \$ 317,194                      | \$ 5,885                  |
| 2044                        | \$ 122,785        | \$ 188,662   | \$ 311,447          | \$ 11,372                      | \$ 333,054                      | \$ (10,235)               |
| 2045                        | \$ 130,707        | \$ 180,803   | \$ 311,510          | \$ 11,599                      | \$ 349,706                      | \$ (26,597)               |
| 2046                        | \$ 138,629        | \$ 172,438   | \$ 311,067          | \$ 11,831                      | \$ 367,192                      | \$ (44,294)               |
| 2047                        | \$ 147,540        | \$ 163,566   | \$ 311,106          | \$ 12,068                      | \$ 385,551                      | \$ (62,377)               |
| 2048                        | \$ 157,443        | \$ 154,123   | \$ 311,566          | \$ 12,309                      | \$ 404,829                      | \$ (80,954)               |
| 2049                        | \$ 167,345        | \$ 144,047   | \$ 311,392          | \$ 12,555                      | \$ 340,711                      | \$ (16,764)               |
| 2050                        | \$ 178,237        | \$ 133,337   | \$ 311,574          | \$ 12,806                      | \$ 357,747                      | \$ (33,366)               |
| 2051                        | \$ 190,119        | \$ 121,930   | \$ 312,049          | \$ 13,063                      | \$ 375,634                      | \$ (50,522)               |
| 2052                        | \$ 202,002        | \$ 109,762   | \$ 311,764          | \$ 13,324                      | \$ 394,416                      | \$ (69,328)               |
| 2053                        | \$ 214,874        | \$ 96,834    | \$ 311,708          | \$ 13,590                      | \$ 414,136                      | \$ (88,838)               |
| 2054                        | \$ 228,737        | \$ 83,082    | \$ 311,819          | \$ 13,862                      | \$ 434,843                      | \$ (109,162)              |
| 2055                        | \$ 242,600        | \$ 68,443    | \$ 311,043          | \$ 14,139                      | \$ 456,585                      | \$ (131,403)              |
| 2056                        | \$ 258,443        | \$ 52,917    | \$ 311,360          | \$ 14,422                      | \$ 479,415                      | \$ (153,633)              |
| 2057                        | \$ 275,277        | \$ 36,376    | \$ 311,653          | \$ 14,711                      | \$ 503,385                      | \$ (177,022)              |
| 2058                        | \$ 293,101        | \$ 18,758    | \$ 311,859          | \$ 15,005                      | \$ 528,555                      | \$ (201,691)              |
| Totals                      | \$ 4,408,390      | \$ 7,996,796 | \$ 12,405,186       | \$ 418,672                     |                                 | \$ 1,220,390              |

(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 - Lot #7**

| Year ending<br>12/31/XX (a) | PID Reimbursement |              |                     | Administrative<br>Expenses (b) | Projected TIRZ<br>Reimbursement | Annual<br>Installment (c) |
|-----------------------------|-------------------|--------------|---------------------|--------------------------------|---------------------------------|---------------------------|
|                             | Principal         | Interest     | Net Debt<br>Service |                                |                                 |                           |
| 2019                        | \$ -              | \$ 284,412   | \$ 284,412          | \$ 6,987                       | \$ -                            | \$ 291,400                |
| 2020                        | \$ -              | \$ 284,412   | \$ 284,412          | \$ 7,127                       | \$ 30,073                       | \$ 261,467                |
| 2021                        | \$ 29,946         | \$ 284,412   | \$ 314,358          | \$ 7,270                       | \$ 62,150                       | \$ 259,477                |
| 2022                        | \$ 31,942         | \$ 282,496   | \$ 314,438          | \$ 7,415                       | \$ 106,257                      | \$ 215,596                |
| 2023                        | \$ 33,938         | \$ 280,451   | \$ 314,390          | \$ 7,563                       | \$ 200,485                      | \$ 121,468                |
| 2024                        | \$ 35,935         | \$ 278,279   | \$ 314,214          | \$ 7,715                       | \$ 210,510                      | \$ 111,419                |
| 2025                        | \$ 37,931         | \$ 275,980   | \$ 313,911          | \$ 7,869                       | \$ 221,035                      | \$ 100,745                |
| 2026                        | \$ 40,926         | \$ 273,552   | \$ 314,478          | \$ 8,026                       | \$ 232,087                      | \$ 90,417                 |
| 2027                        | \$ 42,922         | \$ 270,933   | \$ 313,855          | \$ 8,187                       | \$ 243,691                      | \$ 78,350                 |
| 2028                        | \$ 45,917         | \$ 268,186   | \$ 314,102          | \$ 8,351                       | \$ 255,876                      | \$ 66,577                 |
| 2029                        | \$ 48,911         | \$ 265,247   | \$ 314,158          | \$ 8,518                       | \$ 268,670                      | \$ 54,006                 |
| 2030                        | \$ 51,906         | \$ 262,117   | \$ 314,023          | \$ 8,688                       | \$ 282,103                      | \$ 40,607                 |
| 2031                        | \$ 54,900         | \$ 258,795   | \$ 313,695          | \$ 8,862                       | \$ 296,208                      | \$ 26,349                 |
| 2032                        | \$ 58,893         | \$ 255,281   | \$ 314,174          | \$ 9,039                       | \$ 311,019                      | \$ 12,195                 |
| 2033                        | \$ 62,886         | \$ 251,512   | \$ 314,398          | \$ 9,220                       | \$ 209,228                      | \$ 114,390                |
| 2034                        | \$ 66,879         | \$ 247,487   | \$ 314,366          | \$ 9,404                       | \$ 206,115                      | \$ 117,655                |
| 2035                        | \$ 70,871         | \$ 243,207   | \$ 314,078          | \$ 9,592                       | \$ 216,421                      | \$ 107,250                |
| 2036                        | \$ 75,862         | \$ 238,671   | \$ 314,534          | \$ 9,784                       | \$ 227,242                      | \$ 97,076                 |
| 2037                        | \$ 79,855         | \$ 233,816   | \$ 313,671          | \$ 9,980                       | \$ 238,604                      | \$ 85,047                 |
| 2038                        | \$ 84,846         | \$ 228,705   | \$ 313,551          | \$ 10,179                      | \$ 250,534                      | \$ 73,197                 |
| 2039                        | \$ 90,835         | \$ 223,275   | \$ 314,110          | \$ 10,383                      | \$ 263,061                      | \$ 61,432                 |
| 2040                        | \$ 96,824         | \$ 217,462   | \$ 314,286          | \$ 10,590                      | \$ 276,214                      | \$ 48,663                 |
| 2041                        | \$ 102,814        | \$ 211,265   | \$ 314,078          | \$ 10,802                      | \$ 290,025                      | \$ 34,856                 |
| 2042                        | \$ 109,801        | \$ 204,685   | \$ 314,486          | \$ 11,018                      | \$ 304,526                      | \$ 20,978                 |
| 2043                        | \$ 116,788        | \$ 197,658   | \$ 314,446          | \$ 11,239                      | \$ 319,752                      | \$ 5,932                  |
| 2044                        | \$ 123,776        | \$ 190,183   | \$ 313,959          | \$ 11,463                      | \$ 335,740                      | \$ (10,318)               |
| 2045                        | \$ 131,761        | \$ 182,261   | \$ 314,023          | \$ 11,693                      | \$ 352,527                      | \$ (26,811)               |
| 2046                        | \$ 139,747        | \$ 173,829   | \$ 313,575          | \$ 11,927                      | \$ 370,153                      | \$ (44,651)               |
| 2047                        | \$ 148,730        | \$ 164,885   | \$ 313,615          | \$ 12,165                      | \$ 388,661                      | \$ (62,880)               |
| 2048                        | \$ 158,712        | \$ 155,366   | \$ 314,078          | \$ 12,408                      | \$ 408,094                      | \$ (81,607)               |
| 2049                        | \$ 168,694        | \$ 145,209   | \$ 313,903          | \$ 12,657                      | \$ 343,459                      | \$ (16,899)               |
| 2050                        | \$ 179,674        | \$ 134,412   | \$ 314,086          | \$ 12,910                      | \$ 360,632                      | \$ (33,635)               |
| 2051                        | \$ 191,652        | \$ 122,913   | \$ 314,566          | \$ 13,168                      | \$ 378,663                      | \$ (50,930)               |
| 2052                        | \$ 203,631        | \$ 110,647   | \$ 314,278          | \$ 13,431                      | \$ 397,596                      | \$ (69,887)               |
| 2053                        | \$ 216,607        | \$ 97,615    | \$ 314,222          | \$ 13,700                      | \$ 417,476                      | \$ (89,554)               |
| 2054                        | \$ 230,582        | \$ 83,752    | \$ 314,334          | \$ 13,974                      | \$ 438,350                      | \$ (110,042)              |
| 2055                        | \$ 244,557        | \$ 68,995    | \$ 313,551          | \$ 14,253                      | \$ 460,267                      | \$ (132,463)              |
| 2056                        | \$ 260,528        | \$ 53,343    | \$ 313,871          | \$ 14,538                      | \$ 483,281                      | \$ (154,872)              |
| 2057                        | \$ 277,497        | \$ 36,670    | \$ 314,166          | \$ 14,829                      | \$ 507,445                      | \$ (178,449)              |
| 2058                        | \$ 295,464        | \$ 18,910    | \$ 314,374          | \$ 15,126                      | \$ 532,817                      | \$ (203,317)              |
| Totals                      | \$ 4,443,942      | \$ 8,061,286 | \$ 12,505,228       | \$ 422,049                     |                                 | \$ 1,230,232              |

(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 - Church Lot**

| Year ending<br>12/31/XX (a) | PID Reimbursement |              |                     | Administrative<br>Expenses (b) | Projected TIRZ<br>Reimbursement | Annual<br>Installment (c) |
|-----------------------------|-------------------|--------------|---------------------|--------------------------------|---------------------------------|---------------------------|
|                             | Principal         | Interest     | Net Debt<br>Service |                                |                                 |                           |
| 2019                        | \$ -              | \$ 130,147   | \$ 130,147          | \$ 3,197                       | \$ -                            | \$ 133,344                |
| 2020                        | \$ -              | \$ 130,147   | \$ 130,147          | \$ 3,261                       | \$ 13,761                       | \$ 119,647                |
| 2021                        | \$ 13,703         | \$ 130,147   | \$ 143,850          | \$ 3,327                       | \$ 28,440                       | \$ 118,737                |
| 2022                        | \$ 14,617         | \$ 129,270   | \$ 143,887          | \$ 3,393                       | \$ 48,623                       | \$ 98,657                 |
| 2023                        | \$ 15,530         | \$ 128,335   | \$ 143,865          | \$ 3,461                       | \$ 91,742                       | \$ 55,584                 |
| 2024                        | \$ 16,444         | \$ 127,341   | \$ 143,784          | \$ 3,530                       | \$ 96,329                       | \$ 50,985                 |
| 2025                        | \$ 17,357         | \$ 126,288   | \$ 143,646          | \$ 3,601                       | \$ 101,146                      | \$ 46,101                 |
| 2026                        | \$ 18,728         | \$ 125,177   | \$ 143,905          | \$ 3,673                       | \$ 106,203                      | \$ 41,375                 |
| 2027                        | \$ 19,641         | \$ 123,979   | \$ 143,620          | \$ 3,746                       | \$ 111,513                      | \$ 35,853                 |
| 2028                        | \$ 21,011         | \$ 122,722   | \$ 143,733          | \$ 3,821                       | \$ 117,089                      | \$ 30,466                 |
| 2029                        | \$ 22,382         | \$ 121,377   | \$ 143,759          | \$ 3,898                       | \$ 122,943                      | \$ 24,713                 |
| 2030                        | \$ 23,752         | \$ 119,945   | \$ 143,697          | \$ 3,976                       | \$ 129,090                      | \$ 18,582                 |
| 2031                        | \$ 25,122         | \$ 118,424   | \$ 143,547          | \$ 4,055                       | \$ 135,545                      | \$ 12,057                 |
| 2032                        | \$ 26,950         | \$ 116,817   | \$ 143,766          | \$ 4,136                       | \$ 142,322                      | \$ 5,580                  |
| 2033                        | \$ 28,777         | \$ 115,092   | \$ 143,868          | \$ 4,219                       | \$ 95,743                       | \$ 52,345                 |
| 2034                        | \$ 30,604         | \$ 113,250   | \$ 143,854          | \$ 4,303                       | \$ 94,318                       | \$ 53,839                 |
| 2035                        | \$ 32,431         | \$ 111,292   | \$ 143,722          | \$ 4,389                       | \$ 99,034                       | \$ 49,078                 |
| 2036                        | \$ 34,715         | \$ 109,216   | \$ 143,931          | \$ 4,477                       | \$ 103,986                      | \$ 44,422                 |
| 2037                        | \$ 36,542         | \$ 106,994   | \$ 143,536          | \$ 4,567                       | \$ 109,185                      | \$ 38,917                 |
| 2038                        | \$ 38,826         | \$ 104,656   | \$ 143,481          | \$ 4,658                       | \$ 114,644                      | \$ 33,495                 |
| 2039                        | \$ 41,566         | \$ 102,171   | \$ 143,737          | \$ 4,751                       | \$ 120,377                      | \$ 28,111                 |
| 2040                        | \$ 44,307         | \$ 99,510    | \$ 143,817          | \$ 4,846                       | \$ 126,395                      | \$ 22,268                 |
| 2041                        | \$ 47,047         | \$ 96,675    | \$ 143,722          | \$ 4,943                       | \$ 132,715                      | \$ 15,950                 |
| 2042                        | \$ 50,245         | \$ 93,664    | \$ 143,909          | \$ 5,042                       | \$ 139,351                      | \$ 9,600                  |
| 2043                        | \$ 53,442         | \$ 90,448    | \$ 143,890          | \$ 5,143                       | \$ 146,319                      | \$ 2,715                  |
| 2044                        | \$ 56,640         | \$ 87,028    | \$ 143,667          | \$ 5,246                       | \$ 153,634                      | \$ (4,721)                |
| 2045                        | \$ 60,294         | \$ 83,403    | \$ 143,697          | \$ 5,351                       | \$ 161,316                      | \$ (12,269)               |
| 2046                        | \$ 63,948         | \$ 79,544    | \$ 143,492          | \$ 5,458                       | \$ 169,382                      | \$ (20,432)               |
| 2047                        | \$ 68,059         | \$ 75,451    | \$ 143,510          | \$ 5,567                       | \$ 177,851                      | \$ (28,774)               |
| 2048                        | \$ 72,627         | \$ 71,096    | \$ 143,722          | \$ 5,678                       | \$ 186,744                      | \$ (37,343)               |
| 2049                        | \$ 77,194         | \$ 66,447    | \$ 143,642          | \$ 5,792                       | \$ 157,167                      | \$ (7,733)                |
| 2050                        | \$ 82,219         | \$ 61,507    | \$ 143,726          | \$ 5,907                       | \$ 165,025                      | \$ (15,392)               |
| 2051                        | \$ 87,700         | \$ 56,245    | \$ 143,945          | \$ 6,026                       | \$ 173,276                      | \$ (23,305)               |
| 2052                        | \$ 93,181         | \$ 50,632    | \$ 143,814          | \$ 6,146                       | \$ 181,940                      | \$ (31,980)               |
| 2053                        | \$ 99,119         | \$ 44,669    | \$ 143,788          | \$ 6,269                       | \$ 191,037                      | \$ (40,980)               |
| 2054                        | \$ 105,514        | \$ 38,325    | \$ 143,839          | \$ 6,394                       | \$ 200,589                      | \$ (50,355)               |
| 2055                        | \$ 111,909        | \$ 31,572    | \$ 143,481          | \$ 6,522                       | \$ 210,618                      | \$ (60,615)               |
| 2056                        | \$ 119,217        | \$ 24,410    | \$ 143,627          | \$ 6,653                       | \$ 221,149                      | \$ (70,869)               |
| 2057                        | \$ 126,983        | \$ 16,780    | \$ 143,763          | \$ 6,786                       | \$ 232,207                      | \$ (81,658)               |
| 2058                        | \$ 135,204        | \$ 8,653     | \$ 143,858          | \$ 6,922                       | \$ 243,817                      | \$ (93,038)               |
| Totals                      | \$ 2,033,548      | \$ 3,688,845 | \$ 5,722,392        | \$ 193,129                     |                                 | \$ 562,954                |

(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 - Williamson County Lot**

| Year ending<br>12/31/XX (a) | PID Reimbursement |              |                     | Administrative<br>Expenses (b) | Projected TIRZ<br>Reimbursement | Annual<br>Installment (c) |
|-----------------------------|-------------------|--------------|---------------------|--------------------------------|---------------------------------|---------------------------|
|                             | Principal         | Interest     | Net Debt<br>Service |                                |                                 |                           |
| 2019                        | \$ -              | \$ 130,450   | \$ 130,450          | \$ 3,205                       | \$ -                            | \$ 133,655                |
| 2020                        | \$ -              | \$ 130,450   | \$ 130,450          | \$ 3,269                       | \$ 13,793                       | \$ 119,926                |
| 2021                        | \$ 13,735         | \$ 130,450   | \$ 144,186          | \$ 3,334                       | \$ 28,506                       | \$ 119,014                |
| 2022                        | \$ 14,651         | \$ 129,571   | \$ 144,222          | \$ 3,401                       | \$ 48,737                       | \$ 98,887                 |
| 2023                        | \$ 15,566         | \$ 128,634   | \$ 144,200          | \$ 3,469                       | \$ 91,956                       | \$ 55,713                 |
| 2024                        | \$ 16,482         | \$ 127,637   | \$ 144,120          | \$ 3,538                       | \$ 96,554                       | \$ 51,104                 |
| 2025                        | \$ 17,398         | \$ 126,583   | \$ 143,980          | \$ 3,609                       | \$ 101,381                      | \$ 46,208                 |
| 2026                        | \$ 18,771         | \$ 125,469   | \$ 144,240          | \$ 3,681                       | \$ 106,451                      | \$ 41,471                 |
| 2027                        | \$ 19,687         | \$ 124,268   | \$ 143,955          | \$ 3,755                       | \$ 111,773                      | \$ 35,937                 |
| 2028                        | \$ 21,060         | \$ 123,008   | \$ 144,068          | \$ 3,830                       | \$ 117,362                      | \$ 30,537                 |
| 2029                        | \$ 22,434         | \$ 121,660   | \$ 144,094          | \$ 3,907                       | \$ 123,230                      | \$ 24,771                 |
| 2030                        | \$ 23,807         | \$ 120,224   | \$ 144,032          | \$ 3,985                       | \$ 129,391                      | \$ 18,625                 |
| 2031                        | \$ 25,181         | \$ 118,701   | \$ 143,882          | \$ 4,065                       | \$ 135,861                      | \$ 12,085                 |
| 2032                        | \$ 27,012         | \$ 117,089   | \$ 144,101          | \$ 4,146                       | \$ 142,654                      | \$ 5,593                  |
| 2033                        | \$ 28,844         | \$ 115,360   | \$ 144,204          | \$ 4,229                       | \$ 95,966                       | \$ 52,467                 |
| 2034                        | \$ 30,675         | \$ 113,514   | \$ 144,189          | \$ 4,313                       | \$ 94,538                       | \$ 53,964                 |
| 2035                        | \$ 32,506         | \$ 111,551   | \$ 144,057          | \$ 4,400                       | \$ 99,265                       | \$ 49,192                 |
| 2036                        | \$ 34,796         | \$ 109,471   | \$ 144,266          | \$ 4,488                       | \$ 104,228                      | \$ 44,525                 |
| 2037                        | \$ 36,627         | \$ 107,244   | \$ 143,871          | \$ 4,577                       | \$ 109,440                      | \$ 39,008                 |
| 2038                        | \$ 38,916         | \$ 104,899   | \$ 143,816          | \$ 4,669                       | \$ 114,912                      | \$ 33,573                 |
| 2039                        | \$ 41,663         | \$ 102,409   | \$ 144,072          | \$ 4,762                       | \$ 120,657                      | \$ 28,177                 |
| 2040                        | \$ 44,410         | \$ 99,742    | \$ 144,153          | \$ 4,857                       | \$ 126,690                      | \$ 22,320                 |
| 2041                        | \$ 47,157         | \$ 96,900    | \$ 144,057          | \$ 4,955                       | \$ 133,025                      | \$ 15,987                 |
| 2042                        | \$ 50,362         | \$ 93,882    | \$ 144,244          | \$ 5,054                       | \$ 139,676                      | \$ 9,622                  |
| 2043                        | \$ 53,567         | \$ 90,659    | \$ 144,226          | \$ 5,155                       | \$ 146,660                      | \$ 2,721                  |
| 2044                        | \$ 56,772         | \$ 87,231    | \$ 144,002          | \$ 5,258                       | \$ 153,993                      | \$ (4,732)                |
| 2045                        | \$ 60,434         | \$ 83,597    | \$ 144,032          | \$ 5,363                       | \$ 161,692                      | \$ (12,297)               |
| 2046                        | \$ 64,097         | \$ 79,729    | \$ 143,827          | \$ 5,470                       | \$ 169,777                      | \$ (20,480)               |
| 2047                        | \$ 68,218         | \$ 75,627    | \$ 143,845          | \$ 5,580                       | \$ 178,266                      | \$ (28,841)               |
| 2048                        | \$ 72,796         | \$ 71,261    | \$ 144,057          | \$ 5,691                       | \$ 187,179                      | \$ (37,430)               |
| 2049                        | \$ 77,374         | \$ 66,602    | \$ 143,977          | \$ 5,805                       | \$ 157,533                      | \$ (7,751)                |
| 2050                        | \$ 82,411         | \$ 61,650    | \$ 144,061          | \$ 5,921                       | \$ 165,410                      | \$ (15,427)               |
| 2051                        | \$ 87,905         | \$ 56,376    | \$ 144,281          | \$ 6,040                       | \$ 173,680                      | \$ (23,360)               |
| 2052                        | \$ 93,399         | \$ 50,750    | \$ 144,149          | \$ 6,160                       | \$ 182,364                      | \$ (32,055)               |
| 2053                        | \$ 99,351         | \$ 44,773    | \$ 144,123          | \$ 6,284                       | \$ 191,482                      | \$ (41,075)               |
| 2054                        | \$ 105,760        | \$ 38,414    | \$ 144,175          | \$ 6,409                       | \$ 201,057                      | \$ (50,473)               |
| 2055                        | \$ 112,170        | \$ 31,646    | \$ 143,816          | \$ 6,538                       | \$ 211,109                      | \$ (60,756)               |
| 2056                        | \$ 119,495        | \$ 24,467    | \$ 143,962          | \$ 6,668                       | \$ 221,665                      | \$ (71,034)               |
| 2057                        | \$ 127,279        | \$ 16,819    | \$ 144,098          | \$ 6,802                       | \$ 232,748                      | \$ (81,849)               |
| 2058                        | \$ 135,520        | \$ 8,673     | \$ 144,193          | \$ 6,938                       | \$ 244,385                      | \$ (93,255)               |
| Totals                      | \$ 2,038,288      | \$ 3,697,443 | \$ 5,735,731        | \$ 193,580                     |                                 | \$ 564,266                |

(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](http://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 a 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 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;

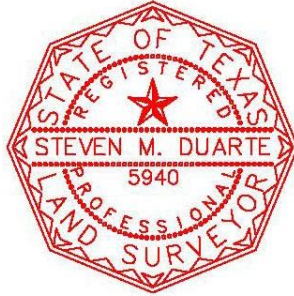
**THENCE**, leaving the east right-of-way line of said Exchange Boulevard, with the common line of said W L D Petersen tract and said Williamson County tract, **S83°11'49"E**, a distance of **439.42** feet to a 1/2-inch iron rod with illegible cap found for an interior ell-corner hereof, said point being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







— — — —

## ***Lsnd Surveying***

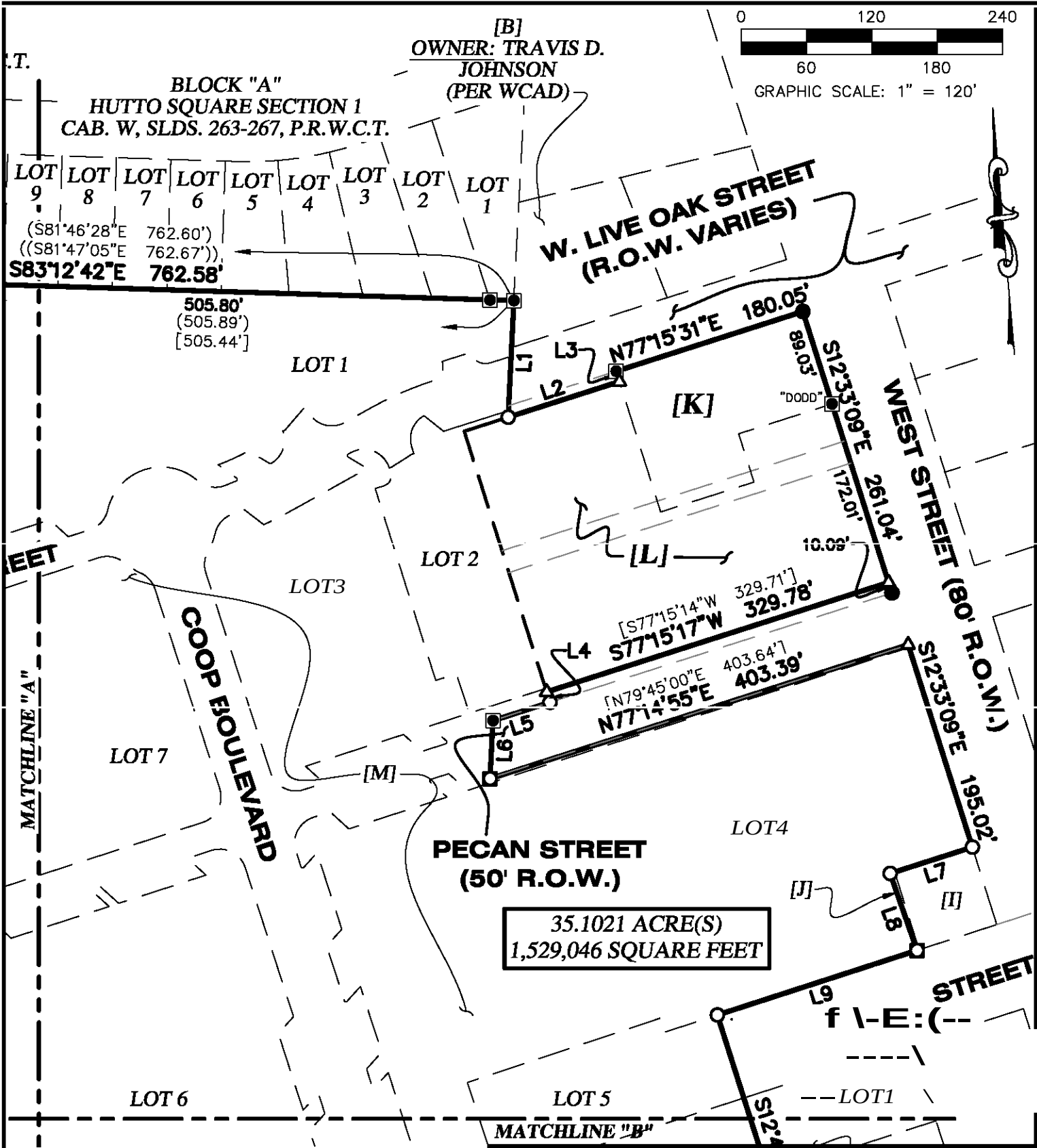
*A Limited  
Liability  
Company*

PO Box 90876, Austin  
Texas 78709

WWW.4WARDLS.COM

(512) 537-2384

TBPLS FIRM #10174300

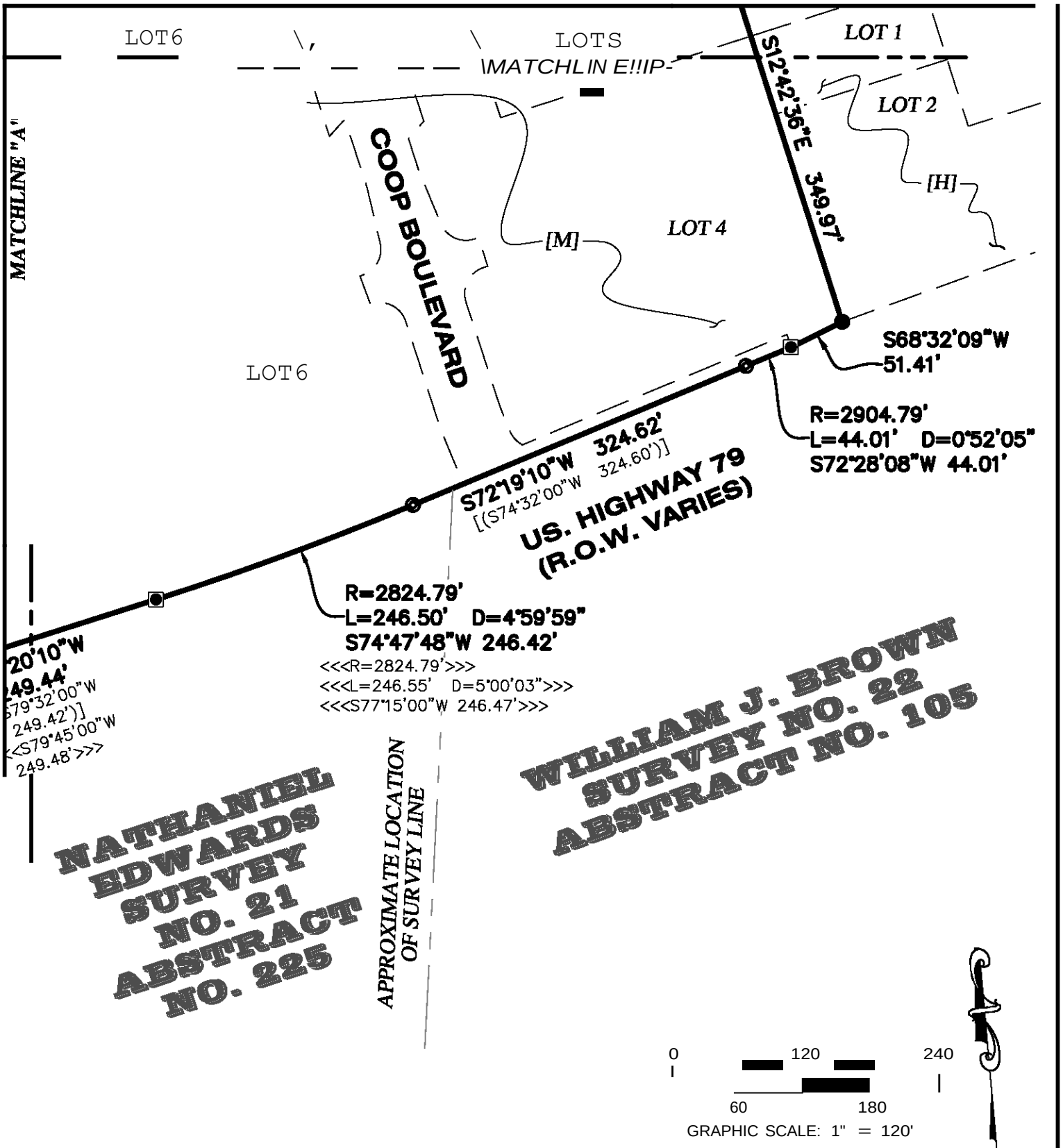


**35.1021 ACRES City**  
**of Hutto,**  
**Williamson County,**  
**Texas**

**4WARD**  
**Lsnd Surveying**  
 A Limited Liability Company

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  
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:       | 3 OF 6    |

11

MATCHLINE "B"

::

LOT6

[M]

DISTURBED

N86,3's7•w 307.47'  
(N84.49'17"W 307.37')

N79°31'32"W  
188.64.  
/N76°52'00"W  
188.79'

((N84.51'51"W 307.08'))  
[[N84'49'02"W 307.37']]

LOT6

LOT25B

2. [C]

LOT2A

J

[F]

FROM WHICH A  
1/2" IRON ROD 'MTH  
ILLEGIBLE CAP FOUND  
BEARS  
NB6°2B'33"E, 0.50'

LOT25A

J-----1---

N4  
J

0 120 1 240

Williamson County,  
Texas

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

60 180  
GRAPHIC SCALE: 1" = 120'

C2  
C1

35.1021 ACRES  
City of Hutto,

*Lsnd Surveying*

"COALTER  
1481"

EXCHANGE BOULEVARD  
(R.O.W. VARIES)

N67°36'52"W  
211.01'  
N64°57'00"W  
211.18'

L10

(219.89')  
219.86'

N07°31'47"E 321.82'

[A]

S89°00'55"W  
48.65'

S77°20'10"W  
249.44'  
[(S79°32'00"W  
249.42')]  
<<S79°45'00"  
249.48'>>>

US. HIGHWAY 79  
(R.O.W. VARIES)

**NATHANIEL EDWARDS  
SURVEY NO. 21  
ABSTRACT NO. 225**

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:       | 4 OF 6    |

| 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 |
| IC1                | 15.69'  | 680.00'   | 1°19'19"  | N04°50'20" W | 15.69'   |
| IC2                | 193.74' | 370.00'   | 30°00'02" | N09°30'00" E | 191.53'  |
| IC3                | 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°05'4(tE  | 5.40'   |

**NOTES:**

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000117952327.

2) SEE ATTACHED MEASUREMENTS AND BOUNDS.



*[Handwritten 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

SQJARE  
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  
biSTRICT  
DOC. NO. 2018038896  
O.P.R.W.C.T.

## LEGEND

|              | PROPERTY LINE                                                                 | P.O.B.       | POINT OF BEGINNING                                    |
|--------------|-------------------------------------------------------------------------------|--------------|-------------------------------------------------------|
| — — — —      | EXISTING PROPERTY LINES                                                       |              |                                                       |
| — — — —      | EXISTING EASEMENTS                                                            | {1.....1}    | RECORD INFORMATION PER<br>DOC. NO. 2016077686         |
| O            | 1/2" IRON ROD WITH "4WARD<br>BOUNDARY" CAP SET                                | {[.....]}    | RECORD INFORMATION PER<br>DOC. NO. 2008077200         |
| ●            | 1/2" IRON ROD FOUND<br>(UNLESS NOTED)                                         | 1.....1      | RECORD INFORMATION PER<br>PLAT CAB. G, SLD. 185       |
| [j]          | IRON ROD WITH ILLEGIBLE<br>CAP FOUND (UNLESS NOTED)                           | 11.....11    | RECORD INFORMATION PER<br>PLAT VOL. 50, PG. 253       |
| (8)          | CHISELED "X" FOUND IN<br>CONCRETE                                             | j.....j      | RECORD INFORMATION PER<br>DEED DOC. NO. 2017025032    |
| D.           | TXDOT TYPE II BRASS DISC<br>FOUND                                             | (.....)      | RECORD INFORMATION PER<br>PLAT VOL. Z PGS. 281-282    |
| ®            | CALCULATED POINT<br>COTTON SPINDLE FOUND                                      | ((.....))    | RECORD INFORMATION PER<br>DEED DOC. NO. 2008077696    |
| ....         | MAG NAIL FOUND                                                                | ((((.....))) | RECORD INFORMATION PER<br>DEED DOC. NO. 2005053311    |
| D            | MAG NAIL WITH "4WARD<br>BOUNDARY" WASHER SET                                  | [.....]      | RECORD INFORMATION PER<br>DEED DOC. NO. 2003119272    |
| DOC. #       | 1/2" IRON ROD WITH "CITY OF<br>HUTTO — PROPERTY CORNER"<br>ALUMINUM CAP FOUND | [[.....]]    | RECORD INFORMATION PER<br>PLAT CAB. BB, SLDS. 184-186 |
| P.U.E.       | DOCUMENT NUMBER                                                               | [[[.....]]]  | RECORD INFORMATION PER<br>PLAT DOC. NO. 2015080695    |
| B.L.         | PUBLIC UTILITY EASEMENT                                                       | <.....>      | RECORD INFORMATION PER<br>PLAT CAB. W, SLDS. 263-264  |
| VOL./PG.     | BUILDING LINE                                                                 | <<.....>>    | RECORD INFORMATION PER<br>DEED DOC. NO. 2016079125    |
| CAB./SLD.    | VOLUME, PAGE                                                                  | <<<.....>>>  | RECORD INFORMATION PER<br>DEED DOC. NO. 2004003059    |
| R.O.W.       | CABINET, SLIDE                                                                | [(.....)]    | RECORD INFORMATION PER<br>TX DOT R.O.W. MAP           |
| P.R.W.C.T.   | RIGHT-OF-WAY                                                                  | 111.....111  | RECORD INFORMATION PER<br>PLAT CAB. AA, SLD. 211      |
| O.P.R.W.C.T. | PLAT RECORDS,<br>WILLIAMSON COUNTY, TEXAS                                     | U.....111    | RECORD INFORMATION PER<br>DEED DOC. NO. 2015048567    |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS,<br>WILLIAMSON COUNTY, TEXAS                          |              |                                                       |
| O.P.R.W.C.T. | DEED RECORDS,<br>WILLIAMSON COUNTY, TEXAS                                     |              |                                                       |

**Williamson County,  
Texas**

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

**Williamson County,  
Texas**

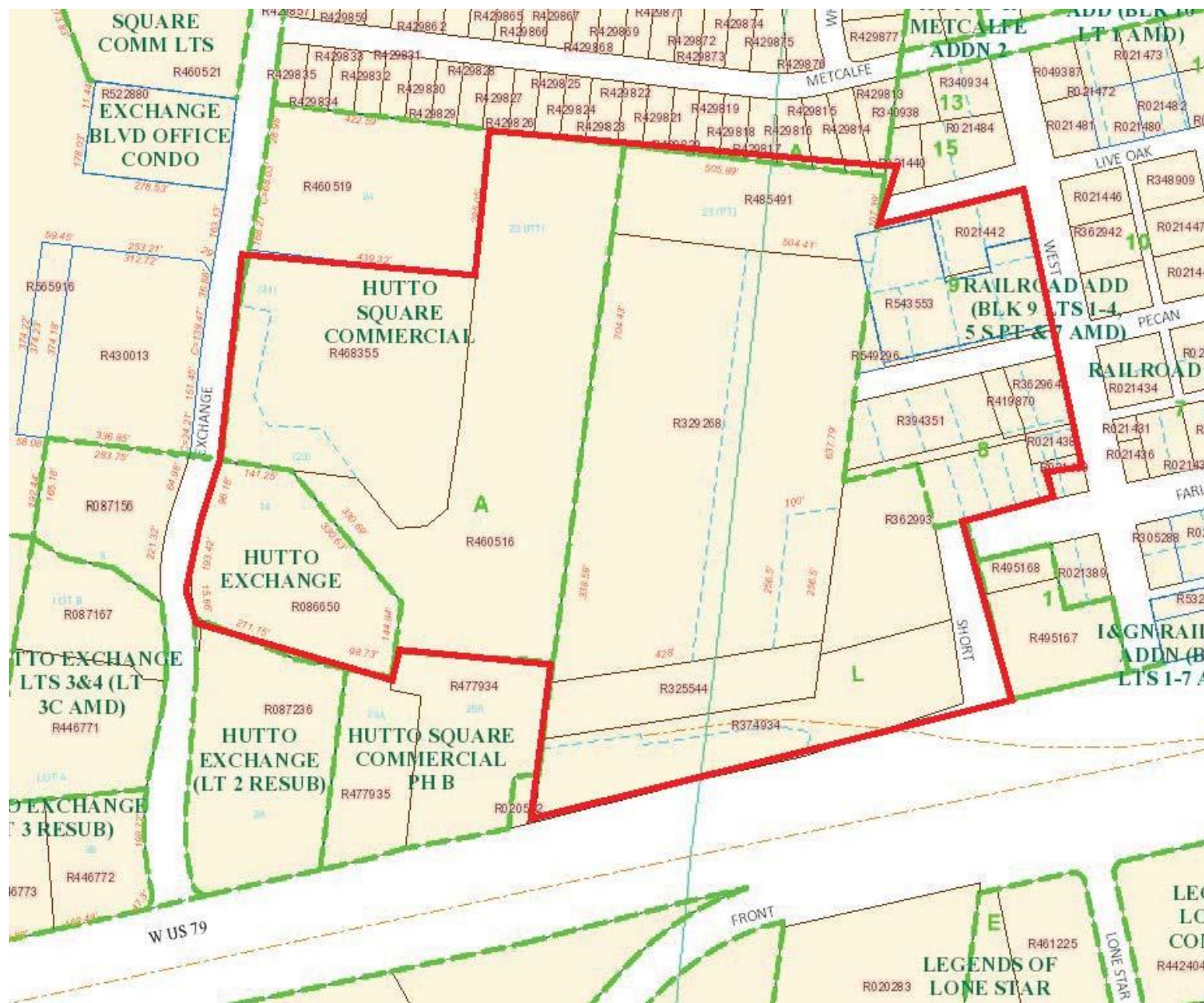
*A Limited Liability Company*

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**35.1021 ACRES City of Hutto,**

# **Appendix C**

Parcel Map



**CITY OF HUTTO  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 10E.

**AGENDA DATE:** August 16, 2018

**PRESENTED BY:** City Attorney

**ITEM:**

Consideration and possible action regarding 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 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 an installment sale contract in connection with financing of projects within the Reinvestment Zone No. 1; approving a Public Improvement District administrative services agreement for Reinvestment Zone No. 1; and authorizing the city manager to enter into certain agreements relating to the Reinvestment Zone No. 1 and to approve amendments to those agreements.

**STRATEGIC GUIDE POLICY:** Well Balanced & Diversified Economy

**ITEM BACKGROUND:**

**BUDGETARY AND FINANCIAL SUMMARY:**

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

Not Applicable

**CITY ATTORNEY REVIEW:**

Ordinance and associated documents have been reviewed by the City Attorney.

**STAFF RECOMMENDATION:**



Staff recommends approval.

**SUPPORTING MATERIAL:**

1. [Co-Op Project and Financing Plan](#)
2. [Ordinance](#)
3. [Installment Sales Contract](#)
4. [Administration Services Agreement](#)
5. [EDC Sales Tax Proceeds Agreement](#)



**HUTTO CO-OP  
HUTTO, TEXAS**

**CO-OP DISTRICT TAX INCREMENT REINVESTMENT ZONE**

**PROJECT AND FINANCING PLAN**

**CITY OF HUTTO, TEXAS  
WILLIAMSON COUNTY, TEXAS  
MA PARTNERS**

**August 8, 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 Patty 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

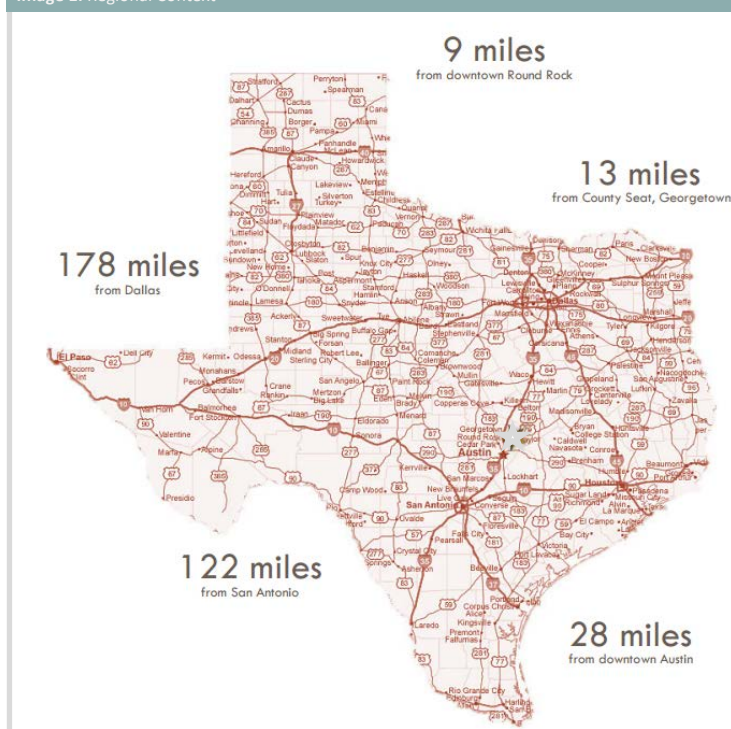
Located northeast of Austin in Williamson County, the fourth-fastest growing county in the State of Texas, the City of Hutto (“the City”) has experienced rapid growth since 2000. Once a rural Texas town with a population of 1,250 in 2000; Hutto is now home to an estimated 27,000 people, positioning the 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

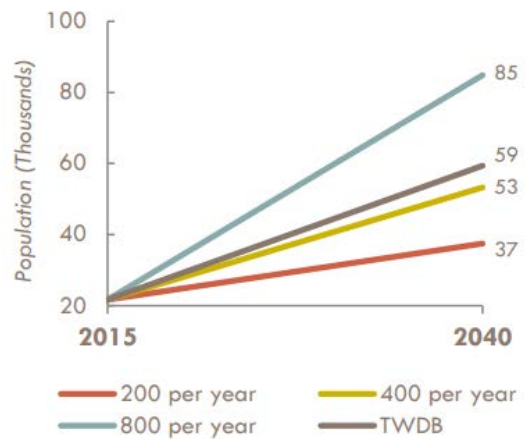
Hutto has experienced an estimated 6 percent (6.0%) average annual growth and over 50 percent (50.0%) change in total population change since 2010. Using historical residential permit patterns, the City may be home to over 85,000 residents in 2040.

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

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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

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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 MA Partners 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.

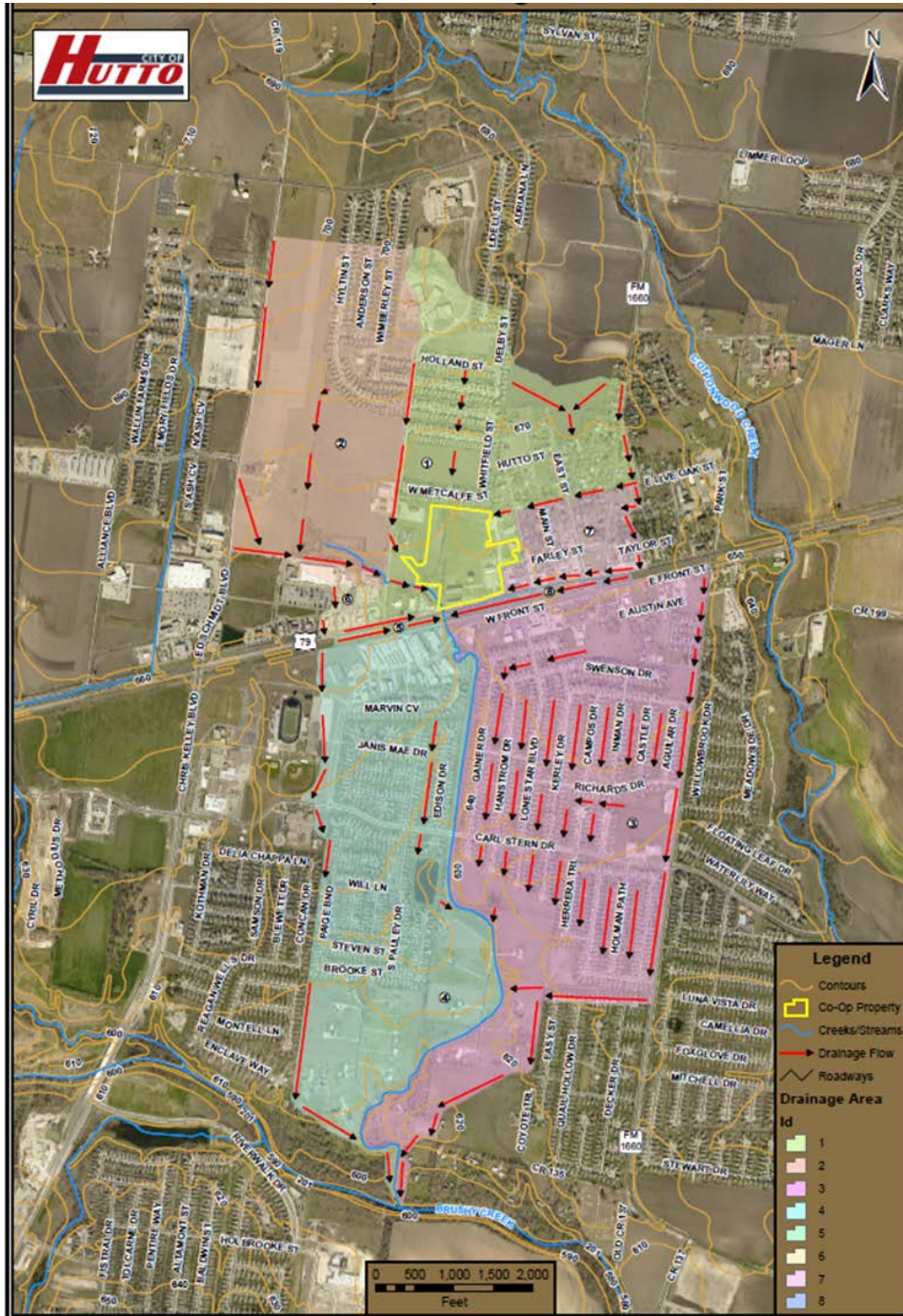




**Flooding in old town**



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





The following is a floodplain map that shows the areas prone to flooding:



The City of Hutto entered into a Development Agreement with MA Partners 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 following map depicts the proposed TIRZ boundary that includes City-owned property of approximately 26.40 acres, County-owned property of approximately 4.47 acres, United States Postal Service-owned property of approximately 2.81 acres, and privately owned property of approximately 6.38 acres for a total of approximately 40.86 acres of land.

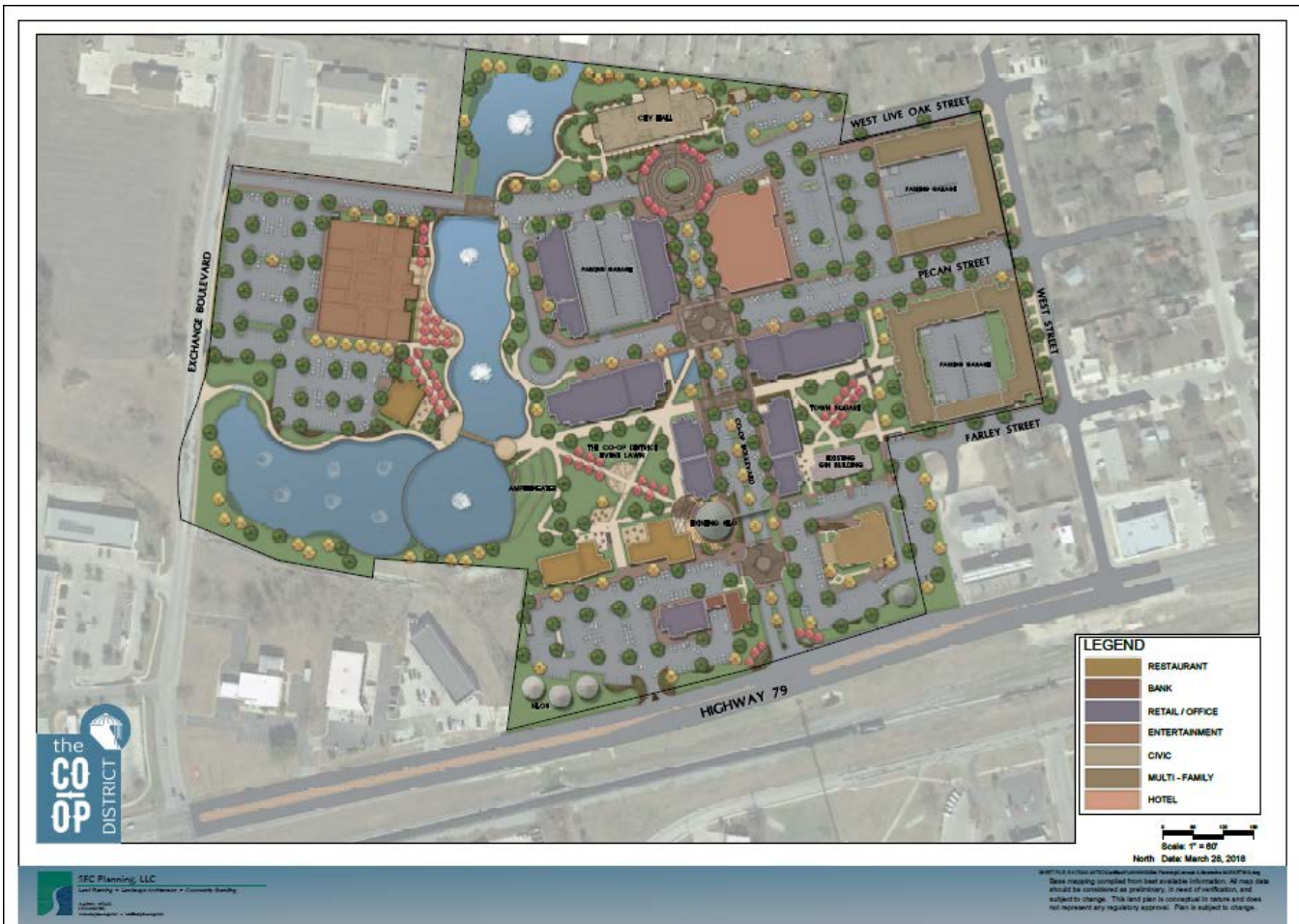


The creation of the TIRZ is necessary as neither the City or the County alone can fund the public improvements needed to remove the current constraints to the redevelopment and growth of the City.



## THE CO-OP DISTRICT PUD

MA Partners 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

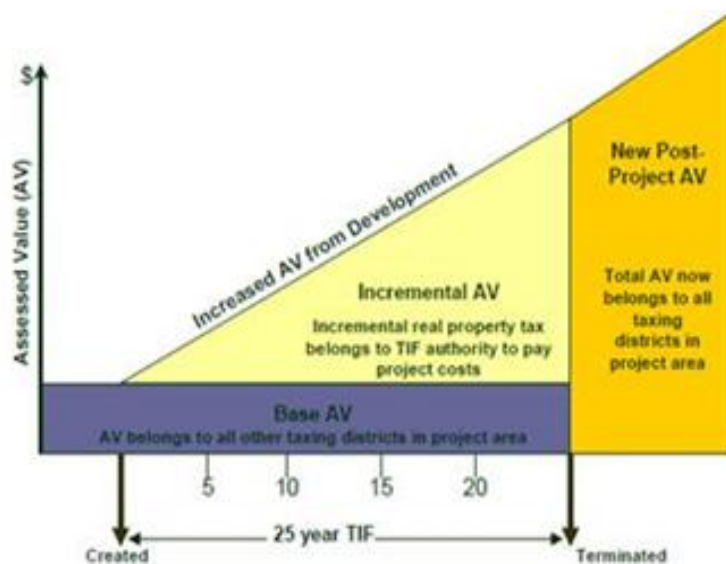


Exhibit A illustrates how rising tax revenue from greater appraised value in a TIRZ zone flows with time to a taxing jurisdiction's general fund and to a TIRZ fund. The sloped lines depict tax revenue rising with time. When the TIRZ expires or terminates, the amount of real property tax revenue to the 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         |
| <b>Total</b>                                     | <b>\$ 22,260,000</b> | <b>\$ 12,359,550</b> | <b>\$ 34,619,550</b> |

## **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 | 50.0%                  | 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

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 | 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            | \$ -                                | \$ 0.426529              | \$ -                                  | \$ -                | 0.25%                   | \$ -                              | \$ -                         |
| 12/31/2019      | \$ 28,176,000            | \$ 0.515171            | \$ 72,577                           | \$ 0.426529              | \$ 60,089                             | \$ 7,188,000        | 0.25%                   | \$ 17,970                         | \$ 150,637                   |
| 12/31/2020      | \$ 58,230,400            | \$ 0.515171            | \$ 149,993                          | \$ 0.426529              | \$ 124,185                            | \$ 14,855,200       | 0.25%                   | \$ 37,138                         | \$ 311,316                   |
| 12/31/2021      | \$ 99,555,200            | \$ 0.515171            | \$ 256,440                          | \$ 0.426529              | \$ 212,316                            | \$ 25,397,600       | 0.25%                   | \$ 63,494                         | \$ 532,250                   |
| 12/31/2022      | \$ 187,840,000           | \$ 0.515171            | \$ 483,849                          | \$ 0.426529              | \$ 400,596                            | \$ 47,920,000       | 0.25%                   | \$ 119,800                        | \$ 1,004,245                 |
| 12/31/2023      | \$ 197,232,000           | \$ 0.515171            | \$ 508,041                          | \$ 0.426529              | \$ 420,626                            | \$ 50,316,000       | 0.25%                   | \$ 125,790                        | \$ 1,054,457                 |
| 12/31/2024      | \$ 207,093,600           | \$ 0.515171            | \$ 533,443                          | \$ 0.426529              | \$ 441,657                            | \$ 52,831,800       | 0.25%                   | \$ 132,080                        | \$ 1,107,180                 |
| 12/31/2025      | \$ 217,448,280           | \$ 0.515171            | \$ 560,115                          | \$ 0.426529              | \$ 463,740                            | \$ 55,473,390       | 0.25%                   | \$ 138,683                        | \$ 1,162,539                 |
| 12/31/2026      | \$ 228,320,694           | \$ 0.515171            | \$ 588,121                          | \$ 0.426529              | \$ 486,927                            | \$ 58,247,060       | 0.25%                   | \$ 145,618                        | \$ 1,220,666                 |
| 12/31/2027      | \$ 239,736,729           | \$ 0.515171            | \$ 617,527                          | \$ 0.426529              | \$ 511,273                            | \$ 61,159,412       | 0.25%                   | \$ 152,899                        | \$ 1,281,699                 |
| 12/31/2028      | \$ 251,723,565           | \$ 0.515171            | \$ 648,403                          | \$ 0.426529              | \$ 536,837                            | \$ 64,217,383       | 0.25%                   | \$ 160,543                        | \$ 1,345,784                 |
| 12/31/2029      | \$ 264,309,743           | \$ 0.515171            | \$ 680,824                          | \$ 0.426529              | \$ 563,679                            | \$ 67,428,252       | 0.25%                   | \$ 168,571                        | \$ 1,413,073                 |
| 12/31/2030      | \$ 277,525,231           | \$ 0.515171            | \$ 714,865                          | \$ 0.426529              | \$ 591,863                            | \$ 70,799,665       | 0.25%                   | \$ 176,999                        | \$ 1,483,727                 |
| 12/31/2031      | \$ 291,401,492           | \$ 0.515171            | \$ 750,608                          | \$ 0.426529              | \$ 621,456                            | \$ 74,339,648       | 0.25%                   | \$ 185,849                        | \$ 1,557,913                 |
| 12/31/2032      | \$ 305,971,567           | \$ 0.515171            | \$ 788,138                          | \$ 0.426529              | \$ 64,756                             | \$ 78,056,631       | 0.25%                   | \$ 195,142                        | \$ 1,048,036                 |
| 12/31/2033      | \$ 321,270,145           | \$ 0.515171            | \$ 827,545                          | \$ 0.426529              | \$ -                                  | \$ 81,959,462       | 0.25%                   | \$ 204,899                        | \$ 1,032,444                 |
| 12/31/2034      | \$ 337,333,652           | \$ 0.515171            | \$ 868,923                          | \$ 0.426529              | \$ -                                  | \$ 86,057,435       | 0.25%                   | \$ 215,144                        | \$ 1,084,066                 |
| 12/31/2035      | \$ 354,200,335           | \$ 0.515171            | \$ 912,369                          | \$ 0.426529              | \$ -                                  | \$ 90,360,307       | 0.25%                   | \$ 225,901                        | \$ 1,138,269                 |
| 12/31/2036      | \$ 371,910,352           | \$ 0.515171            | \$ 957,987                          | \$ 0.426529              | \$ -                                  | \$ 94,878,322       | 0.25%                   | \$ 237,196                        | \$ 1,195,183                 |
| 12/31/2037      | \$ 390,505,869           | \$ 0.515171            | \$ 1,005,886                        | \$ 0.426529              | \$ -                                  | \$ 99,622,238       | 0.25%                   | \$ 249,056                        | \$ 1,254,942                 |
| 12/31/2038      | \$ 410,031,163           | \$ 0.515171            | \$ 1,056,181                        | \$ 0.426529              | \$ -                                  | \$ 104,603,350      | 0.25%                   | \$ 261,508                        | \$ 1,317,689                 |
| 12/31/2039      | \$ 430,532,721           | \$ 0.515171            | \$ 1,108,990                        | \$ 0.426529              | \$ -                                  | \$ 109,833,518      | 0.25%                   | \$ 274,584                        | \$ 1,383,574                 |
| 12/31/2040      | \$ 452,059,357           | \$ 0.515171            | \$ 1,164,439                        | \$ 0.426529              | \$ -                                  | \$ 115,325,194      | 0.25%                   | \$ 288,313                        | \$ 1,452,752                 |
| 12/31/2041      | \$ 474,662,325           | \$ 0.515171            | \$ 1,222,661                        | \$ 0.426529              | \$ -                                  | \$ 121,091,453      | 0.25%                   | \$ 302,729                        | \$ 1,525,390                 |
| 12/31/2042      | \$ 498,395,441           | \$ 0.515171            | \$ 1,283,794                        | \$ 0.426529              | \$ -                                  | \$ 127,146,026      | 0.25%                   | \$ 317,865                        | \$ 1,601,659                 |
| 12/31/2043      | \$ 523,315,213           | \$ 0.515171            | \$ 1,347,984                        | \$ 0.426529              | \$ -                                  | \$ 133,503,327      | 0.25%                   | \$ 333,758                        | \$ 1,681,742                 |
| 12/31/2044      | \$ 549,480,974           | \$ 0.515171            | \$ 1,415,383                        | \$ 0.426529              | \$ -                                  | \$ 140,178,494      | 0.25%                   | \$ 350,446                        | \$ 1,765,830                 |
| 12/31/2045      | \$ 576,955,022           | \$ 0.515171            | \$ 1,486,152                        | \$ 0.426529              | \$ -                                  | \$ 147,187,418      | 0.25%                   | \$ 367,969                        | \$ 1,854,121                 |
| 12/31/2046      | \$ 605,802,773           | \$ 0.515171            | \$ 1,560,460                        | \$ 0.426529              | \$ -                                  | \$ 154,546,789      | 0.25%                   | \$ 386,367                        | \$ 1,946,827                 |
| 12/31/2047      | \$ 636,092,912           | \$ 0.515171            | \$ 1,638,483                        | \$ 0.426529              | \$ -                                  | \$ 162,274,129      | 0.25%                   | \$ 405,685                        | \$ 2,044,168                 |
| 12/31/2048      | \$ 667,897,558           | \$ 0.515171            | \$ 1,720,407                        | \$ 0.426529              | \$ -                                  | \$ 170,387,835      | 0.00%                   | \$ -                              | \$ 1,720,407                 |
| 12/31/2049      | \$ 701,292,436           | \$ 0.515171            | \$ 1,806,428                        | \$ 0.426529              | \$ -                                  | \$ 178,907,227      | 0.00%                   | \$ -                              | \$ 1,806,428                 |
| 12/31/2050      | \$ 736,357,057           | \$ 0.515171            | \$ 1,896,749                        | \$ 0.426529              | \$ -                                  | \$ 187,852,588      | 0.00%                   | \$ -                              | \$ 1,896,749                 |
| 12/31/2051      | \$ 773,174,910           | \$ 0.515171            | \$ 1,991,586                        | \$ 0.426529              | \$ -                                  | \$ 197,245,218      | 0.00%                   | \$ -                              | \$ 1,991,586                 |
| 12/31/2052      | \$ 811,833,656           | \$ 0.515171            | \$ 2,091,166                        | \$ 0.426529              | \$ -                                  | \$ 207,107,479      | 0.00%                   | \$ -                              | \$ 2,091,166                 |
| 12/31/2053      | \$ 852,425,339           | \$ 0.515171            | \$ 2,195,724                        | \$ 0.426529              | \$ -                                  | \$ 217,462,853      | 0.00%                   | \$ -                              | \$ 2,195,724                 |
| 12/31/2054      | \$ 895,046,605           | \$ 0.515171            | \$ 2,305,510                        | \$ 0.426529              | \$ -                                  | \$ 228,335,995      | 0.00%                   | \$ -                              | \$ 2,305,510                 |
| 12/31/2055      | \$ 939,798,936           | \$ 0.515171            | \$ 2,420,786                        | \$ 0.426529              | \$ -                                  | \$ 239,752,795      | 0.00%                   | \$ -                              | \$ 2,420,786                 |
| 12/31/2056      | \$ 986,788,883           | \$ 0.515171            | \$ 2,541,825                        | \$ 0.426529              | \$ -                                  | \$ 251,740,435      | 0.00%                   | \$ -                              | \$ 2,541,825                 |
| 12/31/2057      | \$ 1,036,128,327         | \$ 0.515171            | \$ 2,668,916                        | \$ 0.426529              | \$ -                                  | \$ 264,327,456      | 0.00%                   | \$ -                              | \$ 2,668,916                 |
| <b>Totals</b>   |                          |                        | <b>\$ 46,849,281</b>                |                          | <b>\$ 5,500,000</b>                   |                     |                         | <b>\$ 6,241,994</b>               | <b>\$ 58,591,275</b>         |

**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 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 AN INSTALLMENT SALE CONTRACT IN CONNECTION WITH FINANCING OF PROJECTS WITHIN THE REINVESTMENT ZONE NO. 1; APPROVING A PUBLIC IMPROVEMENT DISTRICT ADMINISTRATIVE SERVICES AGREEMENT FOR REINVESTMENT ZONE NO. 1; 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**, 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. Fifty percent (50%) 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, in the Zone Project Plan and Zone Finance Plan. The deposits shall cease on the 31st day of December, 2059. In addition to deposits of taxes collected, the City shall also deposit fifty percent (50%) interest received on delinquent taxes payable on property in the Zone.

2. City approves that certain installment sale contract between Public Finance Authority and City dated the \_\_\_\_ day of August, 2018, related to the construction of certain public improvements within the Zone, and authorizes the City Manager to enter in to the Installment Sales Contract on behalf of the City and approve amendments to the Installment Sales Contract as may be needed in the future.

3. The City approves the Administrative Services Agreement relating to the Zone for the Hutto Co-Op dated the \_\_\_\_ day of August, 2018, and authorizes the City Manager to enter into the contract and approve

such amendments as may be necessary.

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. This Ordinance 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 16th day of August, 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 6th day of January, September, 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**

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Doug Gaul, Mayor

Attest:

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Lisa L. Brown, City Secretary

INSTALLMENT SALE CONTRACT

BETWEEN

PUBLIC FINANCE AUTHORITY

AND

CITY OF HUTTO, TEXAS

## HUTTO CO-OP PUBLIC IMPROVEMENT DISTRICT INSTALLMENT SALE CONTRACT

This Installment Sale Contract (this “**Agreement**”), dated as of [\_\_\_\_\_, 2018], (the “**Effective Date**”), is entered into between **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 the **CITY OF HUTTO, TEXAS** (the “**City**”), acting by and through its duly authorized representative.

### Recitals:

WHEREAS, on June 7, 2018, the City Council of the City of Hutto, Texas (the “**City**”) passed and approved Resolution No. [\_\_\_\_\_] 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 District Service and Assessment Plan and Assessment Roll approved by the City Council of the City dated [\_\_\_\_\_, 2018], as amended from time to time (the “**Service and Assessment Plan**”) attached as “**Exhibit C**” and the Public Improvements listed in “**Exhibit D**”; and

WHEREAS, on [\_\_\_\_\_, 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 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, on [\_\_\_\_\_, 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, 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, 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. \_\_\_\_\_ (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 \_\_\_\_\_ and approved by the City pursuant to Ordinance No. \_\_\_\_\_ 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, 2028; 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 District 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 Annual Installment 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 spreading 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 Property 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 Property 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 desires to construct and finance the Public Improvements (the “**Project**”); and

WHEREAS, the City is authorized to enter into this Agreement pursuant Chapter 372.023(a) of the PID Act; and

WHEREAS, Sections 66.0301, 66.0303 and 66.0304, Wisconsin Statutes, as amended (the “Act”), authorize the Authority to issue revenue bonds to finance a project, including, but

not limited to, any capital improvement, purchase of receivables, property, assets, commodities, bonds or other revenue streams or related assets, working capital program or liability or other insurance program; and

WHEREAS, the Project is located within the territorial limits of the City of Hutto, Texas; and

WHEREAS, the Authority, based on representations of the City, but without independent investigation, has found and determined that the construction and financing of the Project will promote significant economic and community development opportunities, including the creation or retention of employment, the stimulation of economic activity and the promotion of improvements in the health, safety and welfare of persons in the City; and

WHEREAS, in order to construct and finance the Project, the City and the Authority desire that the Authority construct or cause the construction of the Project and the City shall purchase the Project from the Authority, pursuant to this Agreement; and

WHEREAS, in connection with its duties and obligations under the Installment Sale Contract to construct and sell the Project to the City, the Authority shall issue its Contract Revenue Bonds (Hutto Co-Op Public Improvement District Project), Series 2018 (the “**Bonds**”) to (1) 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 accounts under the indenture and (5) pay certain costs of issuance of the Bonds;

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. INCORPORATION OF RECITALS**

The Recitals set forth in the Preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Article.

#### **ARTICLE II. SCOPE OF AGREEMENT**

This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property (Article III), the Construction of Public Improvements to be acquired by the City (Article IV), the acquisition and maintenance of Public Improvements within the District (Article IV), payment for the Public Improvements (Article VI), and the acceptance of certain Public Improvements (Article VI). Definitions used herein are set forth in “**Exhibit A**” attached hereto and made a part hereof, and in the Service and Assessment Plan.

## **ARTICLE III. APPORTIONMENT, LEVY AND COLLECTION OF ASSESSMENTS**

### **Section 3.01 Preliminary Matters**

(a) A Service and Assessment Plan for the Property is attached hereto as “**Exhibit C**” as adopted by the City Council on [\_\_\_\_\_, 2018]. The Service and Assessment Plan will be updated and amended by the City or its Administrator at least once per year, and submitted for the City Council’s review and approval.

(b) Assessments on any portion of the Property will bear a direct proportional relationship to and be less than or equal to the special benefit of the Public Improvements within the District.

(c) Assessments on any portion of the Property may be increased so long as the Assessments are determined in accordance with the Service and Assessment Plan approved by the City of Hutto, Texas in compliance with applicable laws, including applicable public hearing requirements.

(d) The Property may also be subject to an Owner’s Association assessment, which shall not be set forth in the Service and Assessment Plan and is not pledged to the payment hereof.

(e) The City may request any additions to the Project or any component thereof whenever the City deems such changes to be necessary and appropriate; provided, however, that no such change shall (a) impair the ability of the City to make the Installment Payments, (b) increase or reduce the amount of the Installment Payments, (c) cause to be included in the Project any property not constituting property useful in the performance of the City’s powers, projects and purposes, (d) cause the Project or any such component thereof to have an estimated useful life materially shorter than the estimated useful life of the Project or such component prior to such change, or (e) include any property or improvement not authorized by the PID Act. Any such change shall be implemented by City’s filing with the Authority a description of such change and the adoption of an updated Service and Assessment Plan. Upon such filing, the description of the Public Improvements contained in “**Exhibit D**” shall be deemed to have been modified in accordance therewith. No such change shall constitute an amendment, change, modification or alteration of this Agreement.

### **Section 3.02 Apportionment and Levy of Assessments**

The City Council has adopted the Assessment Ordinance. The Authority shall cause the construction of the Public Improvements consistent with the terms of this Agreement. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council’s legislative discretion or functions.

### **Section 3.03 Collection of Assessments**

(a) The City, as authorized by the PID Act and other applicable law, shall continuously collect or cause to be collected Assessments levied pursuant to the Service and Assessment Plan during the term of this Agreement in the manner and to the extent permitted or

required by the PID Act and any applicable law. The City will not permit a reduction, abatement, or exemption in the Assessments due on any portion of the Property until the Assessments related to that particular portion of the Property are no longer outstanding, other than as provided in Section 3.06 and Section 5.02 hereto, whether as a result of payment in full, defeasance, or otherwise. The City shall collect the Assessments consistent with the requirements of the PID Act and the City's policies and standard practices applicable to the collection of City taxes and assessments, as required by law. All Administrative Expenses incurred by the City shall be paid from the Administrative Expense portion of the Annual Installment of the Assessments.

(b) Notwithstanding anything to the contrary contained herein or in the Service and Assessment Plan, the Assessment Revenues and Zone Revenues collected annually from the Property will be deposited in the Assessment Fund and used thereafter to pay the Installment Payments and Administrative Expenses.

(c) Further notwithstanding anything to the contrary contained herein, the City agrees to use best efforts to contract with Williamson County Tax Collector for the collection of the Assessments such that the Assessments will be included on the ad valorem tax bill(s) for the Assessed Parcels and will be collected as part of and in the same manner as ad valorem taxes. All Administrative Expenses incurred by the City and the County shall be paid from the administrative portion of the Annual Installment of the Assessments.

#### **Section 3.04 Approval and Recordation of Assessments through Landowner Agreement**

Prior to the levy of Assessments on the Property, the owners of the Property ("Owners") executed one or more Landowner Agreement(s) (herein so called) in which the Owners approved and accepted the apportionment of Assessments in the Service and Assessment Plan and the levy of the Assessments by the City. The Landowner Agreement further (a) evidences that the Assessments are covenants running with the land that will bind any and all current and successor owners of the applicable Property to the Assessments, including applicable penalties and interest thereon, as and when due and payable thereunder, (b) provides that subsequent purchasers of such land take their title subject to and expressly assume the terms and provisions of the Assessments; and (c) provides that the liens created by the levy of the Assessments are a first and prior lien on the Property, subject only to liens for ad valorem taxes of the City, County, school district, special district or other political subdivision, or a lien of the Department of Treasury of the United States of America.

#### **Section 3.05 Transfer**

The Authority's right, title and interest to the payments of Purchase Price shall be the sole and exclusive property of Authority (or its Transferee) and no other third party shall have any claim or right to such funds unless the Authority transfers its rights to its Purchase Price to a Transferee in writing and otherwise in accordance with the requirements set forth herein. The Authority has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of the Authority's right, title, or interest under this Agreement including, but not limited to, any right, title or interest of the Authority in and to payment of its Purchase Price (a "Transfer," and the person or entity to whom the transfer is made, a

“Transferee”). Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City may rely conclusively on any written notice of a Transfer provided by the Authority without any obligation to investigate or confirm the Transfer.

### **Section 3.06 Zone Revenues**

The City shall use the Zone Revenues generated from each Parcel to offset a portion of such Parcel’s Assessment to offset a portion of the Assessment applicable to each Parcel. The Annual Installment for each Parcel shall be calculated by taking into consideration any Zone Annual Credit Amount applicable to such Parcel then on deposit in the Tax Increment Fund in accordance with Section \_\_\_\_ of the Service and Assessment Plan. The Zone Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel’s Zone Annual Credit Amount for such Parcel in the following year. The City shall deposit and disburse, or cause to be deposited and disbursed, from the sub-account of the Zone Revenues to the Assessment Fund. **FOR THE AVOIDANCE OF DOUBT AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ZONE REVENUES ARE NOT PLEDGED TO THIS AGREEMENT UNDER THE PID ACT OR ANY OTHER LAWS. IN NO EVENT SHALL ZONE REVENUES CONSTITUTE A PLEDGE PURSUANT TO THE PID ACT OR ANY OTHER LAWS. ONLY ASSESSMENTS ARE PLEDGED AS AN OBLIGATION (AS SUCH TERM IS DEFINED IN THE PID ACT) TO THIS AGREEMENT PURSUANT TO THE PID ACT.**

### **Section 3.07 EDC Revenues**

The City shall use the EDC Revenues by allocating the entire EDC Revenues across all Assessed Parcels and Lots within the PID based on the ratio of the estimated assessed value of such Assessed Parcel or Lot to the estimated assessed value for all Assessed Property within the PID (the “EDC Annual Credit Amount”). The Annual Installment for each Assessed Parcel shall be calculated by taking into consideration any EDC Annual Credit Amount applicable to such Assessed Parcel then on deposit in the Assessment Fund in accordance with Section \_\_\_\_ of the Service and Assessment Plan. The EDC Revenues collected in any given year shall be used to calculate each Assessed Parcel’s EDC Annual Credit Amount for such Assessed Parcel in the following year. The City shall deposit and disburse, or cause to be deposited and disbursed, from the EDC the EDC Revenues to the Assessment Fund. **FOR THE AVOIDANCE OF DOUBT AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EDC REVENUES ARE NOT PLEDGED TO THIS AGREEMENT UNDER THE PID ACT OR ANY OTHER LAWS. IN NO EVENT SHALL EDC REVENUES CONSTITUTE A PLEDGE PURSUANT TO THE PID ACT OR ANY OTHER LAWS. ONLY ASSESSMENTS ARE PLEDGED AS AN OBLIGATION (AS SUCH TERM IS DEFINED IN THE PID ACT) TO THIS AGREEMENT PURSUANT TO THE PID ACT.**

### **Section 3.08 Summary of City Responsibilities**

Notwithstanding any other provision of this Agreement, including without limit Sections 7.01 and 8.01, the City’s responsibility under this Agreement shall be as follows:

(a) The City shall have no responsibility for administration, assessment, collection or payment of any amounts except as specifically provided in this Agreement.

(b) The City's sole obligations are to:

- (i) Contract with the Williamson County Appraisal District or other third party to collect the Assessments;
- (ii) Establish the assessment account provided in the SAP (referred to herein as the Assessment Fund) ("Assessment Account") to receive the funds collected from Assessments, Zone Revenues and EDC Revenues;
- (iii) Pay Administrative Expenses as provided herein;
- (iv) Direct the Administrator to take all reasonable efforts to collect Assessments including foreclosure of any lien securing delinquent Assessment;
- (v) Deposit Assessment received, including funds received from foreclosure sales, into the Assessment Account;
- (vi) Pay funds out of the Assessment Account as provided in this Agreement; and
- (vii) Comply with the provisions of the Tax Certificate, attached as Exhibit I.

(c) The City liability for payment of any funds under this Agreement is limited to payment of funds in the Assessment Fund. The City shall have no obligation to pay funds from any other source including the City's general operating funds.

## **ARTICLE IV. CONSTRUCTION**

### **Section 4.01 Designation of Construction Manager, Construction Engineers**

(a) The City hereby designates the Authority, or its assignees, as the Construction Manager with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of the Public Improvements in accordance with the provisions of this Article IV, and in accordance with applicable City regulations relating to the review, approval, inspection and acceptance of infrastructure.

(b) Except as otherwise provided herein, inspection and acceptance of a Public Improvement being conveyed to the City will be in accordance with City Rules. Inspection and acceptance of the construction of all Public Improvements shall be performed by the City Construction Representative or its designees.



(c) The Authority shall not be entitled to a separate construction management fee as part of the Purchase Price.

(d) The City shall cooperate with the Authority in connection with its services as Construction Manager.

(e) The City shall review and approve the consulting engineers for the Public Improvements and such consulting engineer shall be compensated as specified by the Authority. If Authority replaces the consulting engineer, the Authority shall provide written notice to the City of the replacement of the consulting engineer ten (10) days prior to the effective date of any such replacement.

#### **Section 4.02 Designation of Construction Manager Subcontractor**

The City acknowledges and agrees that Authority may subcontract out all or some of the duties of Construction Manager to a third party. Authority may designate an individual, company, or partnership or other entity as a subcontractor for construction management services for the Public Improvements thereof provided that such designee has the technical capacity, experience and expertise to perform such construction management duties or obligations. Any contract to subcontract Construction Manager duties under this Agreement shall be provided to the City and shall be substantially in the form set forth as “**Exhibit E**” hereto. The City shall be notified within five (5) business days of any contract to subcontract Construction Manager duties under this Agreement. The Authority may choose to bid or not to bid subcontractors in its sole discretion.

#### **Section 4.03 Maintenance of Project, Warranties**

Unless otherwise provided for, the Authority shall cause each Public Improvement (or Segment thereof) to be maintained in good and safe condition until such Public Improvement (or Segment thereof) is accepted by the City. The City’s certification and approval of Public Improvements shall be in accordance with the City’s standard rules and procedures for the type of improvements being constructed. Prior to such acceptance, the Authority shall be responsible for causing the performance of any required maintenance on such Public Improvement. Upon acceptance by the City, the Authority assigns to the City all of the Authority’s rights in any warranties, guarantees, maintenance obligations, or other evidences of contingent obligations of third persons with respect to such Public Improvement (or Segment thereof). The Authority shall cause a two year 100% maintenance bond to be provided to the City,

#### **Section 4.04 Sales and Use Tax Exemptions**

(a) The City will provide certifications to the Authority and/or to suppliers and contractors as may be required to assure the exemptions from sales and use taxes under Texas Tax Code Section 151.309.

(b) The City and the Authority shall cooperate in structuring the construction contracts for the Public Improvements to comply with requirements (including those set forth in Texas Tax Code Section 151.309) for exemption from sales and use taxes.

**Section 4.05 Public Bidding Requirements/City Cooperation in Plan Review**

(a) The Public Improvements within the District will be exempt from public bidding or other City purchasing and procurement policies pursuant to Texas Local Government Code Section 252.022(a)(9), to the extent applicable, which states that a project is exempt from such policies for “paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through Assessments levied on property that will benefit from the improvements.”

(b) The City Construction Representative agrees to cooperate with the Authority during engineering review, comment, and revision on the review and approval of the engineering, design, plans, and specifications of all Public Improvements submitted by the Authority.

**Section 4.06 Permitting; Consent of City to File Development Applications**

The City hereby authorizes the Authority, and any subcontractor, to file platting, permitting, and other types of development applications for all or a portion of the Property from time to time, and, only as may be required to complete such applications, the City agrees to process such applications; provided that such applications shall be subject to the City’s review and approval, which approval may be done pursuant to City Code, and which approval shall not be unreasonably withheld, conditioned or delayed. The City shall cooperate with Authority, and any subcontractor, in connection with obtaining the necessary permits for the Project, but it shall be Authority’s, and any subcontractor’s, responsibility to obtain the necessary permits for the Project.

**Section 4.07 Right of Way and Easements**

The City and the Authority agree and understand that it may become necessary or convenient to install and/or construct the Public Improvements on, over, across, and/or under the Property. The City will provide use of all City owned land, rights-of-way and easements within the Property (as appropriate and necessary for construction of the Public Improvements and any other subdivision or infrastructure improvements for the Project) and upon Authority’s, and any subcontractor’s, request, will provide further required permissions, easements or right-of-way as may be necessary as determined by the City for construction of Public Improvements or other subdivision or infrastructure improvements at such time as needed for a given portion of the Project to the extent possible.

**ARTICLE V. PURCHASE AND SALE OF THE PUBLIC IMPROVEMENTS**

**Section 5.01 Purchase and Sale of Project**

The City hereby purchases from the Authority, and the Authority hereby sells to City, the Project in accordance with the provisions of this Agreement. Upon acceptance by the City of Public Improvement or Segment thereof, all right, title and interest in such Public Improvement

or Segment thereof shall vest in the City without further action on the part of the City or the Authority. Completion of the Public Improvements, shall not serve to terminate the obligation to provide the 100% maintenance bond as described in Section 4.03 hereof.

### **Section 5.02 Installment Payments**

(a) The purchase price to be paid by the City to the Authority for the purchase of the Project shall be the sum of all Installment Payments (the “**Purchase Price**”). The City shall pay to the Authority the Purchase Price of the Project in Installment Payments, as provided herein. A portion of the Installment Payments shall constitute principal components and a portion of the Installment Payments shall constitute interest components. The interest components of the Installment Payments shall be paid by the City as and constitute interest paid on the principal components of the Installment Payments. Subject to prepayment as provided in Sections 3.03(a) and 5.06, the Installment Payments shall be due and payable on the Installment Payment Dates in the amounts set forth in “**Exhibit K**” attached hereto and by this reference incorporated herein.

(b) The Installment Payments shall be special obligations of City, payable, as provided herein, solely from Assessment Revenues.

(c) Each Installment Payment shall be paid in lawful money of the United States of America, in immediately available funds.

(d) Each Installment Payment and any other payment under this agreement shall be deposited with U.S. Bank National Association in account no. \_\_\_\_\_.

(e) So long as no Event of Default has occurred, the Authority shall be obligated to cause the construction of the Public Improvements consistent with the terms of this Agreement.

### **Section 5.03 Obligation Absolute**

(a) Neither the faith and credit nor the taxing power of City, Authority, State of Wisconsin, or the State, or any political subdivision or agency thereof, is pledged to the payment of the Installment Payment or other payments required to be made by City pursuant hereto.

(b) The obligation of City to make the Installment Payments and other payments required to be made by it pursuant hereto, solely from the sources and in the manner provided herein, is absolute and unconditional, and until such time as the Installment Payments and such other payments shall have been paid in full, City shall not discontinue or suspend any Installment Payment or other payment required to be made by it pursuant hereto when due.

### **Section 5.04 Pledge**

Subject only to the provisions of this Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein, in order to secure the payment of the Installment Payment in accordance with the provisions of this Agreement and the Act, City hereby pledges to Authority, and grants thereto a lien on and a security interest in, all of the Assessment Revenues. Said pledge shall constitute a first lien on and security interest in such assets, which shall immediately attach to such assets and be effective, binding and enforceable

against City, its successors, purchasers of any of such assets, creditors and all others asserting rights therein, to the extent set forth in, and in accordance with, this Agreement, irrespective of whether those parties have notice of the pledge of, lien on and security interest in such assets and without the need for any physical delivery, recordation, filing or further act.

#### **Section 5.05 Assessment Fund**

(a) The City shall establish the Assessment Fund. The Assessment Fund shall be maintained, administered and controlled (including signatory authority) by the City and shall not be commingled with any other funds of the City except as provided herein. The funds in the Assessment Fund shall be dedicated solely to the payment of Installment Payments, Delinquent Collection Costs, and Administrative Expenses. Funds in the Assessment Fund shall be deposited and disbursed in accordance with this Agreement.

(b) On or before each Installment Payment Date, City shall withdraw from the Assessment Fund in an amount equal to the Installment Payment payable on such Installment Payment Date and shall pay such amount to Authority in payment of such Installment Payment.

(d) On [May 16] of each year, the City shall transfer any remaining amounts in the Assessment Fund (excluding any Delinquent Collection Costs, and Administrative Expenses) to U.S. Bank National Association as a prepayment under Section 5.06.

#### **Section 5.06 Mandatory Prepayment from Assessments Prepayments**

(a) The Installment Payments shall be subject to mandatory prepayment from any prepaid Assessment to be applied to such prepayment, in whole or in part, within 30 days of the receipt of such prepaid Assessment by the City, at a prepayment price equal to 100% of the principal components of the Installment Payments to be prepaid, plus the accrued but unpaid interest component of such Installment Payments to be prepaid to the date of such prepayment.

(b) If less than all of the Installment Payments are prepaid pursuant to this Section, the Installment Payments shall be prepaid on a pro rata basis based on the principal components thereof, to the extent practicable.

(c) City shall give Authority and U.S. Bank National Association written notice of the receipt by the City of prepaid Assessments within ten business days of such receipt and shall specify in such written notice the date on which the Installment Payments to be prepaid from such prepaid Assessment will be so prepaid, which date, as provided in subsection (a) of this Section, shall be within 30 days of such receipt.

### **ARTICLE VI. CERTIFICATION AND APPROVAL OF PUBLIC IMPROVEMENTS**

#### **Section 6.01 Overall Requirements**

Upon signed Certification and Approval of Construction by the City of a Public Improvement, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Public Improvement, including all costs

thereof and relating thereto (subject to the requirement for the 100% maintenance bond by the subcontractor under Section 4.03); provided, however, the City shall have the unilateral right in its sole discretion to contract for the maintenance and operation of all or any portion of the Public Improvements to an Owner's Association.

## **Section 6.02 Certification and Approval of Public Improvements**

(a) With respect to the Public Improvements, Authority, or any subcontractor, shall deliver and the City shall certify and approve the Public Improvements (or any Segment thereof) in accordance with the terms hereafter. The City Construction Representative or its designee shall deliver to the City Manager his/her concurrence to approve pursuant to a completed Certification and Approval of Construction within fifteen (15) business days after its receipt of the required submittal items pursuant to either subpart (b) or (c) below, as applicable and the City Manager shall then have up to ten (10) business days to sign and return such Certification and Approval of Construction to the Authority, or any subcontractor. If the City disapproves any Certification and Approval of Construction, the City shall provide a written explanation of the reasons for such disapproval so that if the Certification and Approval of Construction is revised in accordance with City's comments, the Certification and Approval of Construction can be approved. Nothing herein shall operate to invalidate the requirement for the 100% maintenance bond as described in section 4.03 hereof.

(b) During the design phase for any Public Improvement, the necessary items for a design approval are as follows (not to exceed one submission (1) per month):

(1) A Certification and Approval of Construction executed by the Project Engineer and Construction Manager specifying the percentage of design that has been completed on the applicable Public Improvement;

(2) A Bills Paid Affidavit from the contractor;

(3) Copies of all supporting invoices with respect to such design costs; and

(4) Evidence of City acceptance of design phase documents (for the percentage of design that has been completed).

(c) During the construction phase for any Public Improvement, the items required for approval are as follows (not to exceed one submission (1) per month):

(1) A Certification and Approval of Construction executed by the Project Engineer and Construction Manager specifying the amount of work that has been performed and the cost thereof;

(2) A Bills Paid Affidavit from the contractor pertaining to the work described in the Certification and Approval of Construction;

(3) Copies of all supporting invoices with respect to such costs; and

(4) Waivers of liens for work on the applicable Public Improvements through the previous Certification and Approval of Construction and receipts for payment from the contractor and, if requested by the City, any subcontractors for the current Certification and Approval of Construction.

(d) In addition to the submitted items required in 6.02(c) above, in order to obtain the final approval for an Public Improvement pursuant to this Section 6.02, the following are required:

(1) The Authority, or any subcontractor, shall have provided to the City an assignment of the warranties and guaranties, if applicable, for the Public Improvements;

(2) Before the final Certification and Approval of Construction is submitted to the City, the Project Engineer shall conduct a review for the City to confirm that such Public Improvement was constructed in accordance with the plans therefor and the Project Engineer will verify and approve the costs of such Public Improvement specified in such Certification and Approval of Construction. Upon confirmation by the Project Engineer to the City Construction Representative and the submission of the final Certification and Approval of Construction indicating that such Public Improvement has been constructed in accordance with the plans therefor, and verification and approval of the costs of such Public Improvement, the City Construction Representative will use best efforts within thirty (30) calendar days thereafter approve such Public Improvement and the City Construction Representative shall sign the Certification and Approval of Construction and forward the same to the City Manager and the PID Administrator. The City Manager shall then have up to ten (10) business days to forward the executed Certification and Approval of Construction to the Authority, or any subcontractor. The City agrees to request the Project Engineer to conduct each such review in an expeditious manner not to exceed thirty (30) calendar days after the Certification and Approval of Construction is submitted to the City.

(g) Notwithstanding the foregoing, the City may waive any of the requirements of this Section 6.02 in conjunction with the acceptance of a Public Improvement.

## **ARTICLE VII. REPRESENTATIONS AND WARRANTIES**

### **Section 7.01 Representations and Warranties of City**

The City makes the following covenants, representations and warranties for the benefit of the Authority:

(a) The City is a municipal corporation and political subdivision of the State of Texas, duly incorporated, organized and existing under the Constitution and general laws of the State, and has full legal right, power and authority under the PID Act and other applicable law (i) to enter into, execute and deliver this Agreement, (ii) to adopt the Assessment Ordinance, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

(b) The City shall approve all necessary documents and orders required to effectuate the Service and Assessment Plan and Assessment Ordinance.



(c) City shall comply with all requirements of the PID Act so as to assure the timely collection of Assessment.

(d) The City shall determine or cause to be determined, no later than [August 15] of each year, whether or not any owners of property within City are delinquent in the payment of Assessment and, if such delinquencies exist, City shall order and cause to be commenced no later than [October 1], and thereafter diligently prosecute, or cause to be prosecuted pursuant to any then-existing contract with the County Tax Assessor/Collector for the enforcement of the City's assessment liens, an action in court to foreclose the lien of any Assessment or installment thereof not paid when due.

(e) The City shall not issue or incur any Debt payable from the Assessments.

(f) The City shall not initiate proceedings under the PID Act to modify the amount of the Assessments if such modification would adversely affect the security for the Installment Payments.

(g) The City shall enter into and comply with the Continuing Disclosure Agreement as set forth hereto as "**Exhibit H**".

(h) The City shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of interest on this Agreement under Section 103 of the Code. Without limiting the generality of the foregoing, the City shall comply with the requirements of the Tax Certificate, to be provided by the City to the Authority, in substantially the form set forth in "**Exhibit I**." In addition, The City shall provide to the Authority and file with the Internal Revenue System an executed Form 8038-G related to this Agreement in the form set forth in "**Exhibit J**" hereto.

All representations, covenants and warranties of the City under this Agreement survive the issuance of the Bonds.

## **Section 7.02 Covenants and Representations of Authority**

The Authority makes the following representations and covenants for the benefit of the City:

(a) The Authority represents that the Authority is unit of government and a body corporate and politic of the State of Wisconsin, has the ability to conduct business in Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Authority represents that the Authority has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Authority.

(c) The Authority represents that this Agreement is a valid and enforceable obligation of the Authority and is enforceable against the Authority in accordance with its terms, subject to

bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Authority covenants that once it commences construction of a Segment it will use its reasonable and diligent efforts to do all things which may be lawfully required of it in order to cause such Segment of the Public Improvements to be completed in accordance with this Agreement.

(e) The Authority covenants that it will not commit or knowingly permit any act in, upon or to the Property or the Project in violation of any law, ordinance, rule, regulation, or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Property or the Project.

(f) Until the final Acceptance Date of each applicable Public Improvement, the Authority covenants to maintain or cause to be maintained proper books of record and account for the Public Improvements and all costs related thereto. The Authority covenants that such accounting books will be maintained or caused to be maintained in accordance with sound accounting practices, and will be available for inspection by the City or its agent at any reasonable time during regular business hours upon at least 72 hours' notice.

## **ARTICLE VIII. DEFAULT AND REMEDIES**

### **Section 8.01 Event of Default**

The occurrence, from time to time, of any one or more of the following events shall constitute an “**Event of Default**” under this Agreement:

(a) A failure by City to pay any Installment Payment when and as the same shall become due and payable.

(b) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

### **Section 8.02 No Acceleration**

The Installment Payments shall not be subject to acceleration hereunder.

### **Section 8.03 Authority Remedies**

If an Event of Default shall have occurred and be continuing, Authority, shall have the right:

(a) by mandamus, suit, action or proceeding, to compel City and its officers, agents or employees to perform each and every term, provision and covenant contained in this Agreement, and to require the carrying out of any or all such covenants and agreements of City and the fulfillment of all duties imposed upon it by this Agreement;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the rights of Authority; or

(c) by suit, action or proceeding in any court of competent jurisdiction in Williamson County, Texas, to require City and its officers and employees to account as if it and they were the trustees of an express trust.

#### **Section 8.04 City Remedies**

If an Event of Default shall have occurred and be continuing, City, shall have the right to bring a suit, action or proceeding in any court of competent jurisdiction, to require Authority to exercise its rights under any available payment and performance bond for the construction of the Project as described in the Construction Contract.

#### **Section 8.05 Remedies Not Exclusive**

No remedy herein conferred upon or reserved to Authority is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

#### **Section 8.06 Termination of Proceedings**

In case any proceedings taken by Authority on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to Authority, then in every such case City and Authority, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of City and Authority shall continue as though no such proceedings had been taken.

#### **Section 8.07 No Waiver of Default**

No delay or omission of Authority to exercise any right or power arising upon the occurrence of any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein, and every power and remedy given by this Agreement to Authority may be exercised from time to time and as often as may be deemed expedient.

### **ARTICLE IX. GENERAL PROVISIONS**

#### **Section 9.01 Notices**

Any notice, communication, or disbursement required to be given or made hereunder shall be in writing and shall be given or made by e-mail, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as any be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent, and received for all purpose at

such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

If to City: City of Hutto, Texas  
Attention: Odis Jones, City Manager  
401 W. Front St.  
Hutto, Texas 78634  
E-mail: [odis.jones@huttotx.gov](mailto:odis.jones@huttotx.gov)

If to Authority: Public Finance Authority  
Attention: Scott Carper and Michael LaPierre  
22 E. Mifflin Street, Suite 900  
Madison, Wisconsin 53703  
E-mail: [scarper@pfauthority.org](mailto:scarper@pfauthority.org)  
[mlapierre@pfauthority.org](mailto:mlapierre@pfauthority.org)

If to Trustee: U.S. Bank National Association  
Attention: Brian Jensen  
13737 Noel Rd Suite 800  
Dallas, TX 75240  
E-Mail: [brian.jensen@usbank.com](mailto:brian.jensen@usbank.com)

With a copy to: Metcalfe Wolff Stuart & Williams, LLP  
Attn: Steve Metcalfe  
221 W. 6th, Suite 1300  
Austin, Texas 78701  
E-Mail: [SMetcalfe@mwswtexas.com](mailto:SMetcalfe@mwswtexas.com)

McGinnis Lochridge  
Attn: Bill Bingham  
600 Congress Ave., Ste. 2100  
Austin, TX 78701  
E-Mail: [bbingham@mcginnislaw.com](mailto:bbingham@mcginnislaw.com)

## **Section 9.02 Administration of District**

Pursuant to a separate agreement, the City may contract with a third party to serve as the PID Administrator and to administer the District after Closing. The Administrative Expenses shall be collected as part of and in the same manner as the Assessments in the amounts set forth in the Service and Assessment Plan.

## **Section 9.03 Term of Agreement, Defeasance**

(a) This Agreement shall terminate on the date on which the City and Authority discharge all of their obligations hereunder. Notwithstanding any provision herein to the

contrary, completion of the Public Improvements shall not serve to terminate the obligation to provide the maintenance bond as described in Section 4.03 hereof.

(b) If City shall pay or cause to be paid or there shall otherwise be paid to Authority all Installment Payments at the times and in the manner stipulated herein, then Authority shall cease to be entitled to the pledge of the Assessment Revenues provided herein, and all agreements, covenants and other obligations of City hereunder shall thereupon cease, terminate and become void and this Agreement shall be discharged and satisfied. In such event, Authority shall execute and deliver to City all such instruments as may be necessary or desirable to evidence such discharge and satisfaction.

#### **Section 9.04 Construction of Certain Terms**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

- (a) Words importing a gender include either gender.
- (b) Words importing the singular include the plural and vice versa.
- (c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.
- (d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.
- (e) A reference to any Party includes, with respect to Authority, its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.
- (f) All references in this Agreement to designated “Articles,” “Sections,” and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to “Exhibits” are to the designated Exhibits to this Agreement.
- (g) The words “herein,” “hereof,” “hereto,” “hereby,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.
- (h) The words “including” and “includes,” and words of similar import, are deemed to be followed by the phrase “without limitation.”
- (i) Unless the context otherwise requires, a reference to the “Property,” the “Public Improvements,” or the “District” is deemed to be followed by the phrase “or a portion thereof.”
- (j) Every “request,” “order,” “demand,” “direction,” “application,” “appointment,”

“notice,” “statement,” “certificate,” “consent,” “approval,” “waiver,” “identification,” or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Agreement.

#### **Section 9.05 Titles and Headings**

(a) The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

#### **Section 9.06 Amendments**

This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties. Approval of amendments on behalf of the City have been delegated to and may be made by the City Manager.

#### **Section 9.07 Time**

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

#### **Section 9.08 Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

#### **Section 9.09 Entire Agreement**

This Agreement contains the entire agreement of the Parties.

#### **Section 9.10 Severability; Waiver**

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such



Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

#### **Section 9.11 City's Acceptance of Public Improvements**

The City hereby agrees that, in compliance with all applicable laws, City Ordinances and City regulations, it will not unreasonably withhold the final acceptance of any of the Public Improvements and will work with the Authority in good faith to review, inspect and accept such Public Improvements.

#### **Section 9.12 No Boycott of Israel**

The Authority represents and warrants, for purposes of Chapter 2270 of the Texas Government Code, that at the time of execution and delivery of this Agreement, neither the Authority, nor any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of the Authority, boycotts Israel. The Authority agrees that, except to the extent otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, neither the Authority, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of the Authority, will boycott Israel during the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this Section has the meaning assigned to them in Section 808.001 of the Texas Government Code.

#### **Section 9.13 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.

#### **Section 9.14 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 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 9.15 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 City 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 City 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.

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 9.16 Exhibits**

The following exhibits are attached to and incorporated into this Agreement for all purposes:

|           |   |                                                    |
|-----------|---|----------------------------------------------------|
| Exhibit A | – | Definitions                                        |
| Exhibit B | – | Property                                           |
| Exhibit C | – | Service and Assessment Plan                        |
| Exhibit D | – | Public Improvements                                |
| Exhibit E | – | Form of Construction Contract                      |
| Exhibit F | – | Form of Certification and Approval of Construction |
| Exhibit G | – | Final Approval Request                             |
| Exhibit H | – | Continuing Disclosure Agreement                    |
| Exhibit I | – | Form of Tax Certificate                            |
| Exhibit J | – | Form of IRS Form 8038-G                            |
| Exhibit K | – | Installment Payments                               |

[Signature Pages to Follow]

By: \_\_\_\_\_  
Odis Jones, City Manager

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018 by, Mayor of City of Hutto Texas, a Home Rule City operating under its Home Rule Charter and the Constitution of the State of Texas, on behalf of said City.

---

Notary Public, State of Texas

Name printed or typed \_\_\_\_\_  
Commission Expires:\_\_\_\_\_

**PUBLIC FINANCE AUTHORITY**, a unit of government and a body corporate and politic of the State of Wisconsin

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Assistant Secretary

STATE OF WISCONSIN

§  
§  
§

COUNTY OF DANE

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018 by,  
Authorized Representative of Public Finance Authority, a unit of government and a body  
corporate and politic of the State of Wisconsin, on behalf of said Public Finance Authority.

(SEAL)

Notary Public, State of Wisconsin

\_\_\_\_\_  
Name printed or typed

Commission Expires:\_\_\_\_\_

## EXHIBIT A

### DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below:

**“Acceptance Date”** means the date that the Certification and Approval of Construction has been accepted, approved and signed by the City for any Public Improvements.

**“Administrative Expenses”** means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, City staff, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the District and preparing the assessment roll, (iii) computing, levying, collecting and transmitting the Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Assessments, (v) investing or depositing the Assessments, (vi) paying the paying agent/registrar’s and trustee’s fees and expenses (including the fees and expenses of its legal counsel), and (vii) administering the construction of the Public Improvements, in accordance with the terms of this Agreement.

**“Agreement”** has the meaning given in the recitals to this Agreement.

**“Annual Installment”** shall have the meaning given in the Service and Assessment Plan.

**“Assessed Parcel”** means any Parcel within the District against which a Special Assessment is levied (Assessed Parcel does not include Non-Benefited Property).

**“Assessments”** means the assessments levied against properties in the District, as provided for in the Assessment Ordinance and in the Service and Assessment Plan, including any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

**“Assessment Fund”** shall have the meaning given in the recitals of this Agreement.

**“Assessment Revenues”** all revenue received and collected by the City from the collection of the Assessments and Annual Installments (excluding Delinquent Collection Costs, and Administrative Expenses).

**“Assessment Ordinance”** shall have the meaning given in the recitals of this Agreement.

**“Authority”** has the meaning given in the recitals to this Agreement.

**“Bills Paid Affidavit”** means the bills paid affidavit attached to a Certification and Approval of Construction.

**“Certification and Approval of Construction”** means the certificate (whether one or more) in substantially the same form as **“Exhibit F”** attached hereto.

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

**“City Construction Representative”** means the Director of Engineering or such other person selected by the City to oversee the construction of the Public Improvements on behalf of the City.

**“City Council”** means the governing body of the City of Hutto, Texas.

**“City Manager”** means the City Manager of the City of Hutto, Texas or his/ her designee or successor.

**“City Rules”** means the rules and regulations that govern the development of the Project, as may be amended or adjusted pursuant to the terms of this Agreement.

**“Construction Manager”** means initially the Authority, and thereafter subject to change in accordance with Section 4.01 of this Agreement.

**“County”** means Williamson County, Texas.

**“County Tax Increment”** shall have the meaning given in the recitals of this Agreement.

**“Debt”** means any bond, note, or other evidence of indebtedness incurred, entered into, or issued by the City related exclusively to the District.

**“Delinquent Collection Costs”** has the meaning set forth in the Service and Assessment Plan.

**“Designated Successors and Assigns”** shall mean an entity to which Authority assigns a portion of (in writing) its rights and obligations contained in this Agreement.

**“District”** has the meaning given in the recitals to this Agreement.

**“EDC”** shall have the meaning given in the recitals of this Agreement.

**“EDC Act”** shall have the meaning given in the recitals of this Agreement.

**“EDC Annual Credit Amount”** shall have the meaning given in the recitals of this Agreement.

**“EDC Ordinance”** shall have the meaning given in the recitals of this Agreement.

**“EDC Revenues”** shall have the meaning given in the recitals of this Agreement.



**“EDC Tax”** shall have the meaning given in the recitals of this Agreement.

**“Effective Date”** has the meaning given in the recitals to this Agreement.

**“Event of Default”** has the meaning given in Section 8.01 of this Agreement.

**“Final Approval Request”** means the request (whether one or more) in substantially the same form as **“Exhibit G”** attached hereto.

**“Installment Payment Date”** shall means the dates listed on **“Exhibit J”** hereto.

**“Interlocal Agreement”** shall have the meaning given in the recitals of this Agreement.

**“Non-Benefited Property”** means Parcels within the boundaries of the District that accrue no special benefit from the Public Improvements, including Owner Association Property, Public Property.

**“Notice”** means any notice, writing, or other communication given under this Agreement.

**“Owner’s Association”** means a homeowner’s association or property owner’s association.

**“Owner Association Property”** means property within the boundaries of the District that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, an Owner’s Association established for the benefit of property owners within the District.

**“Parcel”** means a property identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purpose, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Williamson County, or by any other means determined by the City.

**“Party”** means the Authority or the City, as parties to this Agreement, and **“Parties”** means collectively, the Authority and the City.

**“PID Act”** has the meaning given in the recitals to this Agreement.

**“PID Administrator”** means the person or independent firm designated by the City Council who shall have the responsibilities provided for herein or in any other agreement approved by the City Council.

**“Plan”** shall have the meaning given in the recitals of this Agreement.

**“Project”** has the meaning given in the recitals to this Agreement.

**“Project Engineer”** means the civil engineer or firm of civil engineers selected by the Authority to perform the duties set forth in this Agreement.

**“Property”** has the meaning given in the recitals to this Agreement.

**“Public Improvements”** means the Public Improvements described in **“Exhibit D”** together with any and all of the improvements which are included in the Service and Assessment Plan as such plan is amended and updated from time to time.

**“Public Property”** means property, real property, right of way and easements located within the boundaries of the District that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an easement, or by plat.

**“Purchase Price”** means the sum of all Installment Payments to be paid by City to Authority for the purchase of the Project.

**“Segment” or “Segments”** means the portions of the Public Improvements identified as such.

**“Service and Assessment Plan”** has the meaning given in the recitals to this Agreement.

**“State”** means the State of Texas.

**“Tax Increment”** has the meaning given in the recitals to this Agreement.

**“Transfer”** shall have the meaning given in Section 3.05 hereof.

**“Transferee”** shall have the meaning given in Section 3.05 hereof.

**“Zone”** shall have the meaning given in the recitals of this Agreement.

**“Zone Act”** shall have the meaning given in the recitals of this Agreement.

**“Zone Annual Credit Amount”** shall have the meaning given in the recitals of this Agreement.

**“Zone Ordinance”** shall have the meaning given in the recitals of this Agreement.

**“Zone Revenues”** shall have the meaning given in the recitals of this Agreement.

## **EXHIBIT B**

### **PROPERTY DESCRIPTION FOR PROJECT**

## **EXHIBIT C**

### **SERVICE AND ASSESSMENT PLAN**

[See Attached]

## **EXHIBIT D**

### **PUBLIC IMPROVEMENTS**

## **EXHIBIT E**

### **FORM OF CONSTRUCTION AGREEMENT**

## EXHIBIT F

### FORM OF CERTIFICATION AND APPROVAL OF CONSTRUCTION (Design – Hutto Co-op)

\_\_\_\_\_ (“**Construction Manager**”)  
hereby requests approval for the percentage of design completed and the cost associated therewith (the “**Completed Design**”) described in Attachment A attached hereto. Capitalized undefined terms shall have the meanings ascribed thereto in the Hutto Co-op Public Improvement District Installment Sale Contract between Public Finance Authority, a unit of government and a body corporate and politic of the State of Wisconsin, and the City of Hutto, Texas (the “**City**”), dated as of \_\_\_\_\_, 2018 (the “**Agreement**”). In connection with this Certification and Approval of Construction, the undersigned, in his or her capacity as the \_\_\_\_\_ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request on behalf of the Construction Manager and knowledgeable as to the matters forth herein.
2. The design work described in Attachment A has been completed in the percentages stated therein.
3. The true and correct design costs for which approval is requested is set forth in Attachment A and has not been subject to any previously submitted request for approval.
4. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed design work described in Attachment A has been paid in full for all work completed through the previous Certification and Approval of Construction.
5. Attached hereto as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the Completed Design.

[Signature Page Follows]



SIGNATURE PAGE TO  
FORM OF CERTIFICATION AND APPROVAL OF CONSTRUCTION

Date : \_\_\_\_\_

[Construction Manager Signature Block to be  
added]

APPROVAL BY THE CITY

The Design described in Attachment A has been reviewed, verified and approved by the City Construction Representative. Payment of the Completed Design is hereby approved.

Date: \_\_\_\_\_

**CITY OF HUTTO, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTACHMENT A TO CERTIFICATION AND APPROVAL OF CONSTRUCTION  
(DESIGN)

| <u>Description of Design<br/>Work</u> | <u>Percentage<br/>of Design<br/>Work<br/>Completed<br/>under this<br/>Certification<br/>and<br/>Approval of<br/>Construction</u> | <u>Design Costs</u> | <u>Total Percentage of<br/>Design Work<br/>Completed</u> |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------------------------|
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------------------------|

ATTACHMENT B TO CERTIFICATION AND APPROVAL OF CONSTRUCTION  
(DESIGN)

[attached – bills paid affidavit]

ATTACHMENT C TO CERTIFICATION AND APPROVAL OF CONSTRUCTION  
(DESIGN)

[attached – receipts]

FORM OF CERTIFICATION AND APPROVAL OF CONSTRUCTION  
(Construction – Hutto Co-op)

\_\_\_\_\_ (“**Construction Manager**”)  
hereby requests approval of the Public Improvements and associated cost of the work described in Attachment A attached hereto (the “**Completed Public Improvements**”). Capitalized undefined terms shall have the meanings ascribed thereto in the Hutto Co-op Public Improvement District Installment Sale Contract between Public Finance Authority, a unit of government and a body corporate and politic of the State of Wisconsin and the City of Hutto, Texas (the “**City**”), dated as of \_\_\_\_\_, 20\_\_\_\_. In connection with this Certification and Approval of Construction, the undersigned, in his or her capacity as the \_\_\_\_\_ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.
2. The true and correct costs for the Completed Public Improvements is set forth in Attachment A and has not been subject to any previously submitted request for approval.
3. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work on a Segment described in Attachment A has been paid in full for all work completed through the previous Certification and Approval of Construction.
4. Attached hereto as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the Completed Public Improvements of each Segment.

[Signature Page Follows]

SIGNATURE PAGE TO

FORM OF CERTIFICATION AND APPROVAL OF CONSTRUCTION

Date : \_\_\_\_\_

[Construction Manager Signature Block to  
Be inserted]



## JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification and Approval of Construction solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

---

Project Engineer

APPROVAL BY THE CITY

The Completed Public Improvements of each Segment described in Attachment A has been reviewed, verified and approved by the City Construction Representative of the City. The Completed Public Improvements of each such Segment is hereby approved.

Date: \_\_\_\_\_

**CITY OF HUTTO, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTACHMENT A TO CERTIFICATION AND APPROVAL OF CONSTRUCTION  
(CONSTRUCTION)

| <u>Segment</u> | <u>Description of Work Completed under<br/>this Certification and Approval of<br/>Construction</u> | <u>Costs of<br/>Completed<br/>Public<br/>Improvements</u> |
|----------------|----------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
|----------------|----------------------------------------------------------------------------------------------------|-----------------------------------------------------------|

ATTACHMENT B TO CERTIFICATION AND APPROVAL OF CONSTRUCTION  
(CONSTRUCTION)

[bills paid affidavit – attached]

ATTACHMENT C TO CERTIFICATION AND APPROVAL OF CONSTRUCTION  
(CONSTRUCTION)

[receipts – attached]

## EXHIBIT G

### FORM OF FINAL APPROVAL REQUEST

The undersigned is a lawfully authorized representative for \_\_\_\_\_ (the “**Construction Manager**”) and requests approval of the completed Public Improvements and associated costs, as follows.

In connection to the above referenced payment, the Construction Manager represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Construction Manager, is qualified to execute this Final Approval Request on behalf of the Construction Manager, and is knowledgeable as to the matters set forth herein.

2. The Public Improvements and the amount listed for the below itemized costs is a true and accurate representation of the costs incurred by Construction Manager and such costs are in compliance with the Service and Assessment Plan and have not been previously has not been subject to any previously submitted request for approval. The itemized costs are as follows:

***[insert itemized list of costs here]***

TOTAL REQUESTED: \$\_\_\_\_\_

4. The Construction Manager is in compliance with the terms and provisions of the Hutto Co-op Public Improvement District Installment Sale Contract and the Service and Assessment Plan.

5. All conditions pf the Construction Manager set forth in the Installment Sale Contract the payment hereby requested have been satisfied.

6. The Construction Manager agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete its review.

I hereby declare that the above representations and warranties are true and correct.

\_\_\_\_\_, **Construction Manager**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**APPROVAL OF REQUEST BY CITY**

The City is in receipt of the attached Final Approval Request. After reviewing the Final Approval Request, the City approves the Final Approval Request.

**CITY OF HUTTO, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT H**  
**CONTINUING DISCLOSURE AGREEMENT**

## EXHIBIT I

### FORM OF TAX CERTIFICATE

This Tax Certificate is executed and delivered by the City of Hutto, Texas (the “City”) in connection with the execution and delivery of the Installment Sale Contract, dated as of \_\_\_\_\_, 2018 (the “Agreement”), entered into between 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 the City. Pursuant to the Agreement, the Authority will construct, or arrange for the construction, and provide the Project (defined below), which will be financed, in whole or in part, with tax-exempt bonds (the “Bonds”) issued by the Authority, to the District (defined below). The representations of facts and circumstances and covenants of the City made herein are in furtherance of the covenants of the Borrower set forth in Section 7.01 of the Agreement.

## ARTICLE 1

### IN GENERAL

**1.1 The City.** The City created the Hutto Co-Op Public Improvement District (the “District”) pursuant to Chapter 372, Texas Local Government Code, as amended (the “PID Act”) and is authorized under the PID Act to levy and collect Assessments during the term of the Agreement in the manner and to the extent permitted or required by the PID Act and any applicable law to pay for Public Improvements within the District. The City is authorized to enter into the Agreement pursuant to Chapter 372.023(a) of the PID Act.

**1.2 Delivery of the Agreement.** On the date hereof, the City and Authority have executed and delivered the Agreement.

**1.3 Purpose of Tax Certificate.** The City is delivering this Tax Certificate to Orrick, Herrington & Sutcliffe LLP, as bond counsel (“Bond Counsel”) to the Authority, with the understanding that Bond Counsel will rely in part upon this Tax Certificate in rendering its opinion that interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended. Bond Counsel has relied on this Tax Certificate in advising that the Agreement is a “tax-exempt bond” within the meaning of Section 148(b)(3)(A) in the Code the interest on which is excluded from gross income for federal income tax purposes and which is not subject to the federal alternative minimum tax.

**1.4 Purpose of Financing.** The Agreement is being executed and delivered to finance, construct and acquire certain Public Improvements (the “Project”), as further described in Exhibit B of the Agreement.

**1.5 Single Issue; Separate Issue.** No other governmental obligations which are expected to be paid out of substantially the same source of funds as in the Agreement have

been or will be sold within the 31-day period beginning 15 days before the Sale Date of the Bonds pursuant to the same plan of financing as the Agreement.

**1.6 Definitions.** Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Agreement. Unless the context otherwise requires, the following capitalized terms have the following meanings:

*“Bona Fide Debt Service Funds”* means those funds and accounts identified in Section 3.4.3 of this Tax Certificate.

*“Bond Year”* means the twelve-month period beginning on \_\_\_\_\_ in each year and extending to the next succeeding \_\_\_\_\_, both dates inclusive, except that the first Bond Year shall begin on the Closing Date and end on \_\_\_\_\_, 2018 (or on an earlier date selected by the City in accordance with Treasury Regulations Section 1.148-1(b)).

*“Closing Date”* means the date of this Tax Certificate.

*“Code”* means the Internal Revenue Code of 1986 (including amendments thereto).

*“Governmental Unit”* means any state, or political subdivision of a state, but excludes the United States and its agencies or instrumentalities.

*“Gross Proceeds”* has the meaning used in Section 1.148-1(b) of the Treasury Regulations, and generally means all proceeds derived from or relating to the Agreement, including Installment Payments and other amounts expected to be used to pay the Installment Payments.

*“Investment Proceeds”* means earnings received from investing and reinvesting Installment Payments and from investing and reinvesting such earnings.

*“Investment Property”* means any security or obligation, any annuity contract, or any other investment type property, but does not include any Tax-Exempt Bond unless such obligation is a “specified private activity bond” within the meaning of Section 57(a)(5)(C) of the Code.

*“Nongovernmental Person”* means any person or entity other than a Governmental Unit.

*“Nonpurpose Investment”* means any Investment Property in which Gross Proceeds are invested.

*“Opinion of Counsel”* means a written opinion of nationally recognized bond counsel, delivered to the Trustee, to the effect that the exclusion from gross income for federal income tax purposes of interest on the Bonds will not be adversely affected.

*“Rebate Requirement”* means the amount of rebatable arbitrage computed as of the last day of any Bond Year pursuant to Section 1.148-3 of the Treasury Regulations.

*“Tax-Exempt Bond”* means any obligation the interest on which is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Code or Section 103 of the Internal Revenue Code of 1954, as amended (the “1954 Code”), and Title XIII of the Tax Reform Act of 1986, as amended, as well as stock in a regulated investment company to the extent at least 95 percent of income to the stockholder is treated as interest that is excludable from gross income under Section 103 of the Code.

*“Yield”* means that discount rate described in Section 4.1 of this Tax Certificate.

## ARTICLE 2

### GENERAL TAX LIMITATIONS

#### 2.1 Governmental Bond Status.

**2.1.1 No Private Loan.** Absent an Opinion of Counsel, the City will not loan more than 5% of the Gross Proceeds to one or more Nongovernmental Persons other than in their roles as members of the general public and will not loan more than 5% of the Gross Proceeds to any Nongovernmental Persons unless such loan enables the City to finance a specific essential governmental function, such as the Project, and such loan is paid with the proceeds of a governmental assessment of general application.

**2.1.2 Compliance with Certain Federal Tax Rules Relating to Assessment Districts.** The City certifies that the Assessments which are being levied in connection with the Agreement and the Bonds is an enforced contribution that is being imposed and collected for the purpose of raising revenue to pay for the capital costs of the Public Improvements that comprise the Project. The Assessments are being imposed and collected pursuant to a state law of general application that is applicable equally to natural persons not acting in a trade or business and to persons acting in a trade or business. Owners of both business and nonbusiness property benefiting from Project are eligible (or required) to make deferred payments of the Assessments, through the payment of an allocable portion of debt service on the Agreement, on an equal basis, and such deferred payments of the Assessments are payable pursuant to the same terms for all persons subject to the Assessments.

**2.1.3 No Private Activity Bonds.** Absent an Opinion of Counsel, the City will not allow more than 10% of the Gross Proceeds or of the Project to be used directly or indirectly by any Nongovernmental Person in any trade or business, other than as a member of the general public. For purposes of the preceding sentence, “10%” is reduced to “5%” for nongovernmental use of any facilities financed from proceeds of the Bonds which are disproportionate to or not related to the governmental purposes of the Agreement. Absent an Opinion of Counsel, for purposes of this Section 2.1, the term “use” means any activity or activities which constitute a trade or business or group of trades or businesses, including any unrelated trade or business of a Nongovernmental Person. The term “use” shall include any contract for the management or operation of any portion of the Project unless such contract meets the requirements of Revenue Procedure 97-13, as modified, including by Revenue Procedure 2017-13.

**2.2 Change in Use.** The City reasonably expects to own and use the Public Improvements that are financed by the Agreement as set forth in Section 2.1 of this Tax Certificate for the entire stated term of the Agreement. Absent an Opinion of Counsel, the City in fact will not sell or otherwise transfer ownership the Public Improvements or fail to use the Public Improvements financed by the Agreement as set forth in Section 2.1 of this Tax Certificate.

**2.3 Registered Form.** The Agreement is being issued to the Authority and it is not transferable.

**2.4 Federal Guarantee.** The City will not directly or indirectly use or permit the use of the Project or any other funds of the City or any related party or take or omit to take any action that would cause the Agreement to be an obligation that is “federally guaranteed” within the meaning of Section 149(b) of the Code. In furtherance of this covenant, the City will not allow the payment of the Installment Payments to be guaranteed (directly or indirectly) in whole or in part by the United States or any agency or instrumentality thereof.

**2.5 Information Reporting.** The City will cause a properly completed and executed IRS Form 8038-G to be filed with respect to the Bonds no later than December 15, 2018.

**2.6 Retention of Records.** The City covenants to maintain all records relating to the requirements of the Code and the representations, certifications and covenants set forth in this Tax Certificate until the date three years after the termination of the Agreement, which may be extended or modified from time to time. The records that must be retained include, but are not limited to:

(a) Basic records and documents relating to the Project (including the Agreement, this Tax Certificate and the opinions of Bond Counsel relating to the Agreement and Bonds);

(b) Documentation evidencing acquisition of the Project;

(c) Documentation evidencing the use of the Project by public and private sources (i.e., copies of management contracts, research agreements, leases, etc.);

(d) Documentation evidencing all sources of payment or security for the Installment Payments; and

**2.7 Allocation of Proceeds.** For purposes of governmental use, the City will allocate amounts that are not proceeds of a tax-exempt borrowing to portions of the Project expected to have private business use (if any) using a reasonable and consistently applied accounting method, including allocating such amounts to discrete portions of the Project (for example, based on actual costs, total space, or fair market value), or on the basis of an undivided portion allocation, or other reasonable method.

## ARTICLE 3

### ARBITRAGE GENERAL

**3.1 Reasonable Expectations.** This Article 3 states the City's reasonable expectations with respect to the Agreement and the Installment Payments and certain other moneys.

**3.2 Funds and Accounts.** Pursuant to the Agreement, the City will cause the Assessment Fund to be established and maintained with respect to the Installment Payments.

The City does not expect that either it or any other person benefiting from the execution and delivery of the Agreement will use any moneys in any fund or account, other than the Bona Fide Debt Service Funds, to pay principal of or interest on the Installment Payments; nor is any other fund or account,[ except the Reserve Fund,] however established, so pledged as security for the Bonds that there is a reasonable assurance that amounts held in such other fund or account will be available if needed to pay debt service on the Bonds.

### **3.3 Debt Service Funds.**

**3.3.1 Payment of the Installment Payments.** The Installment Payments are special obligations of the City payable from Assessment Revenues, which are revenues received and collected by the City from the collection of Annual Installments of Assessments (excluding Delinquent Collection Costs, and Administrative Expenses), fifty (50) percent of EDC Tax revenues received on sales within the boundary of the District ("EDC Revenues"), and Tax Increment collected annually from the Property and 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").

**3.3.2 Revenues.** All Assessment Revenues are to be collected and deposited to the Assessment Fund and applied as provided in the Agreement. A portion of the Tax Increment shall also be transferred annually to the Assessment Fund. Installment Payments are expected to be derived from Assessments levied pursuant to the Service and Assessment Plan during the term of this Agreement from the Zone Revenues and the from EDC Revenues. The Annual Installments of the Assessments applicable to each Parcel will be reduced each year by a portion of the Zone Revenues received by the Reinvestment Zone Number One, City of Hutto, Texas and a portion of the EDC Revenues received by the Hutto Economic Development Corporation. Current Assessment Revenues together with EDC Revenues and Zone Revenues are expected to equal or exceed the Installment Payments during each payment period. Therefore, all amounts transferred to and from the Assessment Fund in respect of the Installment Payments are expected to be derived from current revenues.

**3.3.3 Match Between Revenues and Debt Service.** The Assessment Fund (and the accounts therein) and Tax Increment Fund (to the extent amounts therein are transferred to the Assessment Fund to pay Installment Payments) (collectively, the "Bona Fide Debt Service Funds") will be used primarily to achieve a proper matching of revenues and debt service within each Bond Year. Such funds in the aggregate will be depleted at least once a year



except for a carryover amount not to exceed the greater of the earnings on such funds for the immediately preceding Bond Year or 1/12th of the principal and interest payments on the Bonds for the immediately preceding Bond Year. Amounts contributed to such funds will be spent within thirteen months after the date of such contribution, and any amounts received from the investment or reinvestment of monies held in such funds will be expended within one year after the date of accumulation thereof in any such fund. To the extent the provisions of this Section 3.4.3 are satisfied, amounts in the Bona Fide Debt Service Funds will be invested without regard to yield.

**3.4 No Other Replacement Proceeds.** None of the Bond Proceeds, which will be used to finance the Project being acquired pursuant to the Agreement, will be used directly or indirectly to replace funds of the City or any related person, which funds are or will be used directly or indirectly to acquire Investment Property reasonably expected to produce a yield that is materially higher than the yield on the Bonds. The weighted average maturity of the Bonds [\_\_\_\_\_ years] does not exceed 120% of the expected weighted average economic useful life of the Project.

**3.5 No Abusive Arbitrage Device.** The Agreement is not and will not be part of a transaction or series of transactions that (a) enables the City or any related person to exploit the difference between tax exempt and taxable interest rates to gain a material financial advantage and (b) overburdens the market for tax exempt obligations in any manner, including, without limitation, by selling bonds that would not otherwise be sold, or selling more bonds, or issuing bonds sooner, or allowing bonds to remain outstanding longer, than otherwise would be necessary.

**3.6 No Expected Sale.** It is not expected that the Project or any part thereof financed in whole or in part by the Bonds will be sold, transferred, or otherwise disposed of before [date], the last scheduled Installment Payment Date.

## **ARTICLE 4**

### **ARBITRAGE – YIELD AND YIELD RESTRICTION**

**4.1 Yield.** Yield on the Installment Payments has not been computed at this time. If yield is required at a future time, the City will consult with Bond Counsel.

## **ARTICLE 5**

### **REBATE**

**5.1 Undertakings.** Pursuant to the Agreement, the City has covenanted to comply with certain requirements of the Code. The City acknowledges that the United States Department of the Treasury has issued regulations with respect to certain of these undertakings, including the proper method for computing whether any rebate amount is due the federal government under Section 148(f) of the Code. (Treasury Regulations Sections 1.148-1 through 1.148-11, 1.150-1 and 1.150-2.) The City further acknowledges that the United States Department of the Treasury may yet issue additional regulations with respect to certain other of

these undertakings. The City covenants that it will undertake to determine what is required with respect to the rebate provisions contained in Section 148(f) of the Code and said regulations from time to time and will comply with any requirements that may apply to the Agreement. The City will cooperate with the Authority so as to allow the Authority to comply with its rebate obligation.

**5.2 Recordkeeping.** The City shall maintain or cause to be maintained detailed records with respect to each Nonpurpose Investment attributable to Gross Proceeds, including: (a) purchase date; (b) purchase price; (c) information establishing fair market value on the date such investment became a Nonpurpose Investment; (d) any accrued interest paid; (e) face amount; (f) coupon rate; (g) periodicity of interest payments; (h) disposition price; (i) any accrued interest received; and (j) disposition date. Such detailed recordkeeping is required to facilitate the calculation of the Rebate Requirement.

**5.3 Rebate Requirement Calculation and Payment.** In the event the City is required to prepare or cause to be prepared a calculation of Rebate Requirement, the City will consult with Bond Counsel.

**5.4 Filing Requirements.** The City will file or cause to be filed such reports or other documents with the Internal Revenue Service as are required by the Code.

**5.5 Retention of Firm.** The City has decided to undertake its rebate obligations as follows:

\_\_\_\_\_ The City initially has retained the firm of Bond Logistix LLC to perform rebate calculations that may be required to be made from time to time with respect to the Agreement.

\_\_\_\_\_ The City initially has retained the firm of \_\_\_\_\_ to perform rebate calculations that may be required to be made from time to time with respect to the Agreement.

\_\_\_\_\_ The \_\_\_\_\_ of the City has undertaken full responsibility for performing rebate calculations that may be required to be made from time to time with respect to the Agreement.

  X   The City has decided not, at this time, to designate a party responsible for performing rebate calculations that may be required to be made from time to time with respect to the Agreement and as a result undertakes and assumes full responsibility for rebate compliance and acknowledges that neither bond counsel nor the Trustee has any such responsibility (unless later engaged in writing for such purpose).

\_\_\_\_\_ The City has determined that under no circumstances will it earn any arbitrage subject to rebate with respect to the Agreement.

## ARTICLE 6

### OTHER MATTERS

**6.1 Expectations.** The undersigned is an authorized representative of the City acting for and on behalf of the City in executing this Tax Certificate. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances that would materially change the expectations as set forth herein, and said expectations are reasonable.

**6.2 Amendments.** Notwithstanding any other provision of this Tax Certificate, the City may amend this Tax Certificate and thereby alter any actions allowed or required by this Tax Certificate if such amendment is signed by an authorized officer and is supported by an opinion of counsel to the effect that such action (or inaction) will not adversely affect the exclusion of interest on the Installment Payments from gross income for purposes of federal income taxation.

**6.3 Post-Issuance Compliance Procedures.** The City hereby covenants to comply with certain requirements of the Code relating to the Rebate Requirement as discussed in Article 5 herein, and relating to private use of the Project. The City intends to comply with these requirements, including, if necessary, the retention of a qualified rebate analyst or other experts. The City hereby adopts Tax Compliance procedures which are attached hereto as Exhibit A and hereby affirms the applicability of these procedures to the Agreement.

**6.4 Survival of Defeasance.** Notwithstanding any provision in this Tax Certificate or the Agreement to the contrary, the obligation to remit the Rebate Requirement, if any, to the United States Department of the Treasury and to comply with all other requirements contained in this Tax Certificate shall survive defeasance of the Bonds.

Dated: \_\_\_\_\_, 2018.

**CITY OF HUTTO, TEXAS**

By: \_\_\_\_\_  
[NAME],  
[POSITION]

**EXHIBIT A**  
**POST-ISSUANCE COMPLIANCE PROCEDURES**

\_\_\_\_\_, 2018

The purpose of these Post-Issuance Tax Compliance Procedures is to establish policies and procedures in connection with tax-exempt obligations (“Obligations”) issued by City of Hutto, Texas (the “City”) so as to ensure that the City complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Obligations.

**GENERAL**

Ultimate responsibility for all matters relating to the City’s financings and re-financings rests with the City’s [position].

**POST-ISSUANCE COMPLIANCE REQUIREMENTS**

**External Advisors / Documentation**

The Director of Finance and other appropriate City personnel shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Obligation issuance process to identify requirements and to establish procedures necessary or appropriate so that the Obligations will continue to qualify for the appropriate tax status. Those requirements and procedures shall be documented in City resolution(s), Tax Certificate(s) and / or other documents finalized at or before issuance of the Obligations. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Obligations.

The Director of Finance and other appropriate City personnel also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Obligations to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Obligation-financed assets and future contracts with respect to the use of output or throughput of Obligation-financed assets.

Whenever necessary or appropriate, the City shall engage expert advisors (each a “Rebate Service Provider”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Obligation proceeds.

**Role of the City as Borrower**

Unless otherwise provided by City resolutions, unexpended Obligation proceeds shall be held by the City, and the investment of Obligation proceeds shall be managed by the Director of Finance or his or her appointee. The Director of Finance or appointee shall maintain records and shall prepare regular, periodic statements to the City regarding the investments and transactions involving Obligation proceeds.

If a City resolution provides for Obligation proceeds to be administered by a trustee, the trustee shall provide regular, periodic (monthly) statements regarding the investments and transactions involving Obligation proceeds.

## **Arbitrage Rebate and Yield**

Unless a Tax Certificate documents that bond counsel has advised that arbitrage rebate will not be applicable to an issue of Obligations:

- the City shall engage the services of a Rebate Service Provider, and the City or the Bond trustee shall deliver periodic statements concerning the investment of Obligation proceeds to the Rebate Service Provider on a prompt basis;
- upon request, the Director of Finance and other appropriate City personnel shall provide to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;
- the Director of Finance and other appropriate City personnel shall monitor efforts of the Rebate Service Provider and assure payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Obligations, and no later than 60 days after the last Obligation of each issue is redeemed; and
- during the construction period of each capital project financed in whole or in part by Obligations, the Director of Finance and other appropriate City personnel shall monitor the investment and expenditure of Obligation proceeds and shall consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Obligations.

The City shall retain copies of all arbitrage reports and trustee statements as described below under “Record Keeping Requirements”.

## **Use of Obligation Proceeds**

The Director of Finance and other appropriate City personnel shall:

- monitor the use of Obligation proceeds, the use of Obligation-financed assets (e.g., facilities, furnishings or equipment) and the use of output or throughput of Obligation-financed assets throughout the term of the Obligations (and in some cases beyond the term of the Obligations) to ensure compliance with covenants and restrictions set forth in applicable City resolutions and Tax Certificates;
- maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of Obligations;
- consult with Bond Counsel and other professional expert advisers in the review of any contracts or arrangements involving use of Obligation-financed facilities to ensure compliance with all covenants and restrictions set forth in applicable City resolutions and Tax Certificates;

- maintain records for any contracts or arrangements involving the use of Obligation-financed facilities as might be necessary or appropriate to document compliance with all covenants and restrictions set forth in applicable City resolutions and Tax Certificates;
- meet at least annually with personnel responsible for Obligation-financed assets to identify and discuss any existing or planned use of Obligation-financed assets or output or throughput of Obligation-financed assets, to ensure that those uses are consistent with all covenants and restrictions set forth in applicable City resolutions and Tax Certificates.

All relevant records and contracts shall be maintained as described below.

## **RECORD KEEPING REQUIREMENTS**

Unless otherwise specified in applicable City resolutions or Tax Certificates, the City shall maintain the following documents for the term of each issue of Obligations (including refunding Obligations, if any) plus at least three years:

- a copy of the Obligation closing transcript(s) and other relevant documentation delivered to the City at or in connection with closing of the issue of Obligations;
- a copy of all material documents relating to capital expenditures financed or refinanced by Obligation proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Obligation proceeds and records identifying the assets or portion of assets that are financed or refinanced with Obligation proceeds;
- a copy of all contracts and arrangements involving private use of Obligation-financed assets or for the private use of output or throughput of Obligation-financed assets; and
- copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements.



**EXHIBIT J**  
**FORM OF 8038-G**

## EXHIBIT K

### INSTALLMENT PAYMENTS

| <b>Installment<br/>Payment Date</b> | <b>Principal Component</b> | <b>Interest<br/>Component</b> | <b>Total Installment Payment</b> |
|-------------------------------------|----------------------------|-------------------------------|----------------------------------|
|-------------------------------------|----------------------------|-------------------------------|----------------------------------|

**AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT  
ADMINISTRATION SERVICES FOR THE CO-OP PROJECT**

This Agreement for Public Improvement District Administration Services ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between P3Works, LLC ("P3Works"), and the City of Hutto, Texas ("City").

**RECITALS**

WHEREAS, the City is considering creating a Public Improvement District ("District") to finance the costs of certain public improvements for the benefit of property within the District; and

WHEREAS, the City may consider allowing a third-party issuer to issue bonds to fund certain improvements in the PID as authorized by the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended; and

WHEREAS, the City requires specialized services related to the revision and updating of the Service and Assessment Plan ("Service and Assessment Plan"), and the administration of the District, as more fully set forth in this Agreement; and

WHEREAS, P3Works has the expertise to properly administer the District and ensure compliance with Texas Local Government Code Chapter 372; and

WHEREAS, the City desires to retain P3Works to provide District administration services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, P3Works and the City agree as follows:

**ARTICLE I**

**TERM OF AGREEMENT**

1.0 The Agreement shall be effective as of its approval by all parties, and shall be for a period of three (3) years and shall automatically continue on a year to year basis until terminated pursuant to Article IV of this Agreement. This Agreement may also be terminated by either party pursuant to Article IV.

**ARTICLE II**

**SERVICES TO BE PROVIDED BY P3WORKS**

2.0 The scope and timing of services to be performed by P3Works are set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference.

2.1 P3Works agrees that its services pursuant to this Agreement shall at all times be subject to the control and

supervision of the City and that nothing in this Agreement shall constitute an assignment of any right or obligation of the City under any applicable contract, agreement, or law. P3Works shall not represent to any property owner or any other person that it or any of its employees are acting as the City or employees of the City.

2.2 No substantial changes in the scope of services shall be made without the prior written approval of P3Works and the City.

2.3 P3Works shall supply all tools and means necessary to perform the services and production of the work product described in Exhibit A.

### **ARTICLE III**

#### **PAYMENT TERMS AND CONDITIONS**

3.0 In consideration for the services to be performed by P3Works, the City agrees to pay P3Works pursuant to the limitations in Article III, 3.3, the fees for all services and related costs and expenses set forth in Exhibit A, beginning the first day of the month following the execution of this Agreement. Beginning on February 1, 2019, and each February 1 thereafter, the fees shall increase by 2%.

3.1 Monthly invoices shall be submitted to the City for work completed. The City agrees to pay the amount due to P3Works within twenty (20) days after receipt of each invoice.

3.2 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the City. P3Works will pass any third-party cost through to the City without markup and will not incur any expense in excess of \$200 without written consent of the City.

3.3 The only source of payment for P3Works' fees and services shall be the District or funds advanced by the developer of property within the District. The City shall never be obligated to pay for any payments or expenses relating to this Agreement or P3Works' administration of the District. In the event there are insufficient District funds in a given year to pay P3Works' fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District funds or funds advanced by the developer.

### **ARTICLE IV**

#### **TERMINATION OF THIS AGREEMENT**

4.0 Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party without penalty and without limitation of its right to seek damages. City shall pay, subject to Article III, 3.3, P3Works, within 30 days of such termination, all of P3Works' fees and expenses actually accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.

### **ARTICLE V**

#### **GENERAL PROVISIONS**

5.0 This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to rendering of services by P3Works for the City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party of this Agreement

acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

5.1 This Agreement shall be administered and interpreted under the laws of the State of Texas and is performable in Williamson County, Texas. This Agreement shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall remain in full force and effect.

5.2 P3Works will not provide certification or other bond related services on third-party issued bonds.

5.3 If the City issues bonds not using a third-party issuer, this Agreement may be amended to include services relating to the bonds.

5.4 Neither this Agreement or any duties or obligations under this Agreement may be assigned by P3Works without the prior written consent of the City.

5.5 The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

5.6 All records, reports, and other documents prepared by P3Works for the purposes of providing the services described in this Agreement shall be property of the City. All such documents shall be made available to the City during the course of performance of this Agreement. Any reports, studies, photographs, negatives, or other documents or drawings prepared by P3Works in the performance of its obligations under this Agreement shall be the exclusive property of the City and all such materials shall be remitted to the City by P3Works upon completion, termination, or cancellation of this Agreement.

5.7 The City acknowledges P3Works' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of P3Works. This Agreement shall not in any way give rise to any requirement or obligation for P3Works to disclose or release any Confidential Information.

5.8 The headings and article titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

5.9 All notices, requests, demands, and other communications which are required to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:

To P3Works:

Mary V. Petty  
Managing Partner  
P3Works, LLC  
350 Rufe Snow Drive

Suite 200  
Keller, Texas 76248

To City:

Tony Emadi  
CFO  
City of Hutto  
401 W. Front Street  
Hutto, TX 78634

5.10 The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2018:

P3Works, LLC

BY: \_\_\_\_\_  
Mary V. Petty  
Managing Partner

City of Hutto, Texas

BY: \_\_\_\_\_  
Tony Emadi  
CFO

**EXHIBIT A**  
**SERVICES TO BE PROVIDED**

**PID FORMATION AND SERVICE AND ASSESSMENT PLAN PREPARATION**

*Billed at P3Works' prevailing hourly rates, which are currently as follows:*

| <b><i>Title</i></b>     | <b><i>Hourly Rate</i></b> |
|-------------------------|---------------------------|
| <i>Managing Partner</i> | <i>\$250</i>              |
| <i>Vice President</i>   | <i>\$185</i>              |
| <i>Senior Associate</i> | <i>\$160</i>              |
| <i>Associate</i>        | <i>\$135</i>              |
| <i>Administrative</i>   | <i>\$75</i>               |

*\*P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel times will be billed at hourly rates.*

District Due Diligence and Preparation of PID Plan of Finance

1. P3Works will review project information and prepare a plan of finance for the proposed transaction,
2. Assessed value schedules, value to lien analysis, and overall structuring to achieve City goals and objectives,
3. Sources and uses of funds by improvement area, and,
4. Assessment allocation and associated estimated annual installment by lot type for each improvement area.

Preparation of Service and Assessment Plan

1. P3Works will prepare a complete and final Service and Assessment Plan to be adopted by City Council.
2. P3Works will present the Service and Assessment Plan to City Council and request approval of Assessment Roll.

Participation in Presentations to City Council or other Public Forums

1. P3Works will prepare and present information as requested to the City Council or any other public forum.

**BASIC DISTRICT ADMINISTRATION SERVICES**

*For Third-Party Issued Bonds:*

*Monthly Fee = \$2,000 beginning the first of the month following execution of this Agreement for the first improvement area; and \$1,500 per month for each improvement area thereafter. (Proration will occur for any partial month if not begun on the 1<sup>st</sup> day of the month.)*

*See Section below related to "Consulting Services Relating to Future Improvement Areas" for hourly fees if future improvement areas are contemplated.*

Prepare Annual Service and Assessment Plan Update

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update service and assessment plan text and tables.
2. Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.



3. Update annual District assessment roll.
4. Identify parcel subdivisions, conveyance to owner's associations, changes in land use, and any other information relevant to the levy of special assessments.
5. Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved service and assessment plan.
6. Identify any parcels dedicated to any property types classified as exempt by the service and assessment plan.
7. Update District database with newly subdivided parcels and property type classifications.
8. Calculate annual special assessment for each parcel.
9. Present preliminary annual assessment roll to City. Upon approval by City, submit final annual assessment roll to County Tax Collector.

#### Provide Public Information Request Support

1. If requested, P3Works will respond to any calls and or emails relating to the District. P3Works will only provide technical answers relating to the annual assessments or the District generally. P3Works will not provide any commentary on City policy relating to PIDs.
2. If the City receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, P3Works will review and provide a written response to the City. If a calculation error occurred, P3Works will take corrective action as required to correct the error.

#### Delinquency Management

1. After the end of the annual assessment installment collection period, P3Works will prepare a delinquent special assessment report, which details which parcels are delinquent and the amount of delinquency.

## ADDITIONAL DISTRICT ADMINISTRATION SERVICES

*Billed at P3Works' prevailing hourly rates, which are currently as follows:*

| <b><i>Title</i></b>     | <b><i>Hourly Rate</i></b> |
|-------------------------|---------------------------|
| <i>Managing Partner</i> | <i>\$250</i>              |
| <i>Vice President</i>   | <i>\$185</i>              |
| <i>Senior Associate</i> | <i>\$160</i>              |
| <i>Associate</i>        | <i>\$135</i>              |
| <i>Administrative</i>   | <i>\$75</i>               |

*\*P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel will be billed at the hourly rates.*

### Continuing Disclosure Services

1. P3Works will prepare the form of the annual report for the City as required by the continuing disclosure agreements.
2. Upon notification by any responsible party or if P3Works independently becomes aware of such knowledge, P3Works will prepare notices of material events covering the events enumerated in the City disclosure agreement.
3. P3Works will coordinate with the dissemination agent to disseminate the annual reports, and notice of significant events to the Municipal Securities Rulemaking Board (MSRB) and any other parties required in the City continuing disclosure agreement.

### Developer Payment Request Administration

1. P3Works will review all developer payment requests to ensure the request complies with the PID Financing Agreement, the District service and assessment plan, and any other relevant provisions contained in the District documents.
2. P3Works will audit the developer payment request to ensure there is proper backup documentation and that the accounting is accurate.
3. P3Works will request updates with the City's designated representative as to the percent of completion of said improvements.
4. P3Works will verify improvements to be dedicated are free and clear of all liens and encumbrances.

### Consulting Services Relating to Future Improvement Areas

1. P3Works will update the Service and Assessment Plan.
2. P3Works will prepare an updated Assessment Roll including the future Improvement Area.

## **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.

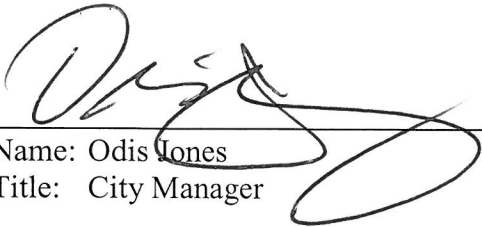
**EXECUTED TO BE EFFECTIVE** on this the 4<sup>th</sup> day of June, 2018, which shall be the Effective Date.

[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