



**CITY OF HUTTO, TEXAS
SPECIAL CITY COUNCIL MEETING
MONDAY, JANUARY 8, 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
Lucio Valdez, Place 5
Terri Grimm, Place 6

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)

REGULAR AGENDA ITEMS

7. **RESOLUTIONS:**

7A. Consideration and possible action on a resolution to approve an interlocal agreement to exchange real property between Williamson County and the City of Hutto and to authorize the city manager to execute the agreement. (Helen Ramirez)

8. **OTHER BUSINESS:**

- 8A. Consideration and possible action regarding the appointment of Tax Increment Reinvestment Zone (TIRZ) board members. (Helen Ramirez)

9. **CITY MANAGER COMMENTS:**

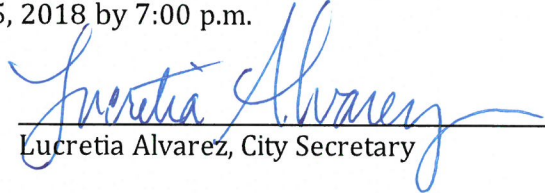
- 9A. There are no city manager comments.

10. **ADJOURNMENT**

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

CERTIFICATION

I certify that this notice of the January 8, 2018 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on January 5, 2018 by 7:00 p.m.



Lucretia Alvarez, 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 lucretia.alvarez@huttotx.gov for assistance.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.:

7A.

AGENDA DATE: January 08, 2018

PRESENTED BY:

Helen Ramirez, Assistant City Manager

ITEM:

Consideration and possible action on a resolution to approve an interlocal agreement to exchange real property between Williamson County and the City of Hutto and to authorize the city manager to execute the agreement. (Helen Ramirez)

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City has conducted a request for proposal process and selected a developer to develop certain property located in the downtown area of the City ("Co-Op Property") for the benefit of County and City residents and the County Property is adjacent to the Co-Op Property.

The City intends to create a Tax Increment Reinvestment Zone ("TIRZ") for the purposes of development and/or redevelopment of the Co-Op Property and other properties adjacent to the existing Co-Op Property and a portion of the County Property is located in a designated flood plain and use of this portion of the County Property is necessary to alleviate flooding of areas within the City and County.

The opportunity exists to add a portion of the County Property to the TIRZ and Co-Op Property being developed and thereby provide additional benefit to the citizens of County and City as well as resolve existing drainage and future transportation issues.

City and County have obtained third-party appraisals of their respective properties and determined it is in the interest of the citizens of County and City to reach agreement regarding the properties and future use of the properties.

BUDGETARY AND FINANCIAL SUMMARY:

See Section 4 of the Interlocal Agreement.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not Applicable.

CITY ATTORNEY REVIEW:

The City Attorney has reviewed the Interlocal Agreement as to form.

STAFF RECOMMENDATION:

Staff recommends consideration and approval.

SUPPORTING MATERIAL:

1. [Interlocal Agreement \(Wilco Redline 010418\) Certain County and City Property](#)
2. [Resolution Interlocal Agreement Certain County and City Property](#)

**INTERLOCAL AGREEMENT BETWEEN THE
COUNTY OF WILLIAMSON COUNTY, TEXAS, AND THE
CITY OF HUTTO, TEXAS, REGARDING
CERTAIN COUNTY AND CITY PROPERTY**

The parties to this Agreement are the County of Williamson County, Texas (“County”) and the City of Hutto, Texas, a municipal corporation located in Williamson County, Texas, (“City”).

WHEREAS, the County owns certain property described in Exhibit A attached hereto (“County Property”); and

WHEREAS, the City owns certain other property described in Exhibit B (“City Property”); and

WHEREAS, the City has conducted a request for proposal process and selected a developer to develop certain property located in the downtown area of the City (“Co-Op Property”) for the benefit of County and City residents; and

WHEREAS, the County Property is adjacent to the Co-Op Property; and

WHEREAS, the City intends to create a Tax Increment Reinvestment Zone (“TIRZ”) for the purposes of development and/or redevelopment of the Co-Op Property and other properties adjacent to the existing Co-Op Property; and

WHEREAS, a portion of the County Property is located in a designated flood plain and use of this portion of the County Property is necessary to alleviate flooding of areas within the City and County; and

WHEREAS, the opportunity exists to add a portion of the County Property to the TIRZ and Co-Op Property being developed and thereby provide additional benefit to the citizens of County and City as well as resolve existing drainage and future transportation issues; and

WHEREAS, City and County have obtained third-party appraisals of their respective properties and determined it is in the interest of the citizens of County and City to reach agreement regarding the properties and future use of the properties;

NOW, THEREFORE, the parties agree as follows:

1. **Description of Portions of the County Property.** The parties agree that the County Property is described as three (3) separate tracts:

- a. the drainage and regional storm detention property (designated Tract A-1),
- b. the street right-of-way property (designated Tract B-1), and
- c. the building and related parking tract (designated Tract C-1).

2. **Description of the City Property.** The parties agree that the City Property is as described in Exhibit B ("City Property").

3. **Conveyances of Tracts A-1 and B-1; Conditional Reimbursement.**

a. **Conveyance of Land for Drainage and Regional Storm Detention.** County shall convey to City Tract A-1. City will use Tract A-1 for drainage and regional detention purposes and other purposes in connection with alleviating flooding and drainage problems within the area surrounding Tract A-1. City or its assigns shall be responsible for any construction necessary to create the drainage and regional detention on Tract A-1 and be responsible for continued maintenance of such facilities when constructed. The conveyance shall be completed and delivered to City within sixty (60) days from the Effective Date of this Agreement.

b. **Conveyance of Land for Street.** In order to improve the transportation infrastructure in the vicinity of the Co-Op Property, it is advisable to provide an extension of Live Oak Street across the County's Tract B-1. The County agrees to convey to the City Tract B-1 for street right-of-way purposes (together with use of the right-of-way for sidewalks, utilities, drainage and other street related purposes), the right-of-way shown on Exhibit B-1. City or its assigns shall be responsible for any construction necessary to create the extension of Live Oak Street across Tract B-1 and be responsible for continued maintenance of such facilities and improvements when constructed. The dedication of the right-of-way shall be accomplished by delivery of a special warranty deed acceptable to City and County on or before sixty (60) days from the Effective Date of this Agreement.

c. **Value of Tracts A-1 and B-1; Conditional Reimbursement.** The City agrees and acknowledges the value of the contribution of Tract A-1 and Tract B-1, as of the Effective Date of this Agreement, is \$105,963.00. If on or before [REDACTED], 20[REDACTED] the City or its assigns do not complete construction of the drainage and regional detention improvements on Tract A-1 and the extension of Live Oak Street across Tract B-1, as such projects are described in a Project Plan for the Hutto Reinvestment Zone Number One, the City shall reimburse the County the value of Tract A-1 and Tract B-1, to-wit \$105,963.00, within sixty (60) days after said date.

4. **Exchange of Property and Payment of Funds.** Subject to any conditions set out in this Agreement, the parties agree to the following terms and conditions relating to the exchange of the County's Tract C-1 for the City Property and the City's payment of funds to the County relating to such exchange:

a. The City shall convey to the County fee simple title of the City Property, no later than one-hundred eighty (180) days after the Effective Date of this Agreement; and

b. The County shall convey to the City fee simple title of Tract C-1, no later than one-hundred eighty (180) days after the Effective Date of this Agreement; and

c. Upon conveyance of the County land to City, City shall pay **\$1,341,037.00** to the County. The City's said payment amount has been calculated and determined based on the following:

1. The amount of **\$1,854,037.00**, being the appraised value amount of Tract C-1 as of September 28, 2017, less the value of Tract A-1 and Tract B-1;
2. PLUS, County's moving expenses of **\$70,000.00**; and
3. LESS **\$583,000.00**, being the appraised value amount of the City's Property as of November 17, 2017; and

d. The City's Property and County's Tract C-1 must be conveyed to the respective other Party, free and clear of any liens or encumbrances, and free from any restrictions or other title matters that would prohibit the use of the City's Property or the County's Tract C-1 for the respective parties intended purposes, which shall include but not be limited to use for purposes of a government office building or any other type of lawful private business purpose; and

e. County shall execute a special warranty deed to the City conveying the County's Tract C-1 and the City shall execute a special warranty deed to the County conveying the City Property. The exchange, closing and payment of funds by City to County shall occur no later than one-hundred eighty (180) days after the Effective Date of this Agreement ("Closing").

f. **In the event each of the conditions set out in this Paragraph 4 are not fully complied with, satisfied and performed, the obligations of both parties under this Paragraph 4 shall terminate and the provisions of this Paragraph 4 shall be of no further force and effect with regard to either party; provided, however, City shall remain obligated to complete construction of the drainage and regional detention improvements on Tract A-1 and the extension of Live Oak Street across Tract B-1 or otherwise reimburse the County for the value Tract A-1 and Tract B-1, as set out in Paragraph 3 above.**

5. **Inspection of City's Property and County's Tract C-1.** Within sixty (60) days from the Effective Date of this Agreement, County shall have the right to conduct inspections of City's Property and City shall have the right to conduct inspections of County's Tract C-1 ("Due Diligence Period"). Said inspections may include structural and environmental inspections and reports as may be deemed necessary by either party. If either party determines, in its sole discretion, before the expiration of the Due Diligence Period that the City's Property or County's Tract C-1, whichever the case may be, is unacceptable for the respective party's purposes, such respective party shall have the right to terminate its obligation to convey pursuant to Paragraph 4 of this Agreement by giving to the other party notice of same before the expiration of the Due Diligence Period. In the event a party terminates its obligations to convey its respective property, the obligations of each party under Paragraph 4 shall be of no further force and effect with regard to the either party; provided, however, the obligations of the parties under Paragraph 3 of this Agreement shall continue in full force and effect.

6. **Time for Vacation and Occupancy of Buildings.** City agrees that it will cause the City Property to be vacated by the City no later than the date of Closing. City shall notify County upon the date of vacation of the City Property and the County may remove its personal property from the County's Tract C-1 building and transfer its personal property to the City Property. Such vacation and transfer shall be completed within a period of sixty (60) days after City notification to County.

7. **Title Policy and Survey.** Each party agrees that it will furnish the other with a title insurance policy in the amount of the value of the property being conveyed or exchanged and a current survey of the property. City shall be responsible for ordering the title policies and surveys.

8. **Reasonable Value; Current Funds.** The parties agree that the value of the properties being exchanged represent a reasonable current market value of each property. The parties also agree that all funds being used in connection with this exchange are current funds duly appropriated by the parties using the funds.

9. **Notices.** All notices, demands and requests, which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:

Williamson County
Attention: Williamson County Judge
Dan A. Gattis
710 Main Street, Suite 101
Georgetown, Texas 78626

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

10. **Miscellaneous Provisions.**

- a. No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.
- b. No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between the parties.
- c. Amendment. Amendment of this Agreement may only be by mutual written consent of the parties.

- d. Governing Law and Venue. The parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.
- e. Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.
- f. Approval. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
- g. Assignment. Except as otherwise provided in this Agreement, a party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other party.
- h. Non-Waiver. A party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.
- i. Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.
- j. Severability. The parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.
- k. Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.
- l. Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

Dated to be effective this the _____ day of _____, 201__ (“Effective Date”).

WILLIAMSON COUNTY, TEXAS

CITY OF HUTTO, TEXAS

By: _____
Name: _____
County Judge

By: _____
Name: Odis Jones, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY OF HUTTO, TEXAS TO APPROVE AN INTERLOCAL AGREEMENT TO EXCHANGE REAL PROPERTY BETWEEN WILLIAMSON COUNTY AND THE CITY OF HUTTO AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Hutto (“City”) and Williamson County (“County”) have a mutual intent and understanding with respect to the development of the Co-Op Property; and

WHEREAS, the City of Hutto (“City”) and Williamson County (“County”) will enter into the Interlocal Agreement attached as “Exhibit A.”

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

That the City Manager is hereby authorized and directed to execute an Interlocal agreement with the County, on behalf of the City.

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

RESOLVED on this the **8th** day of **January**, 2018.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lucretia Alvarez, City Secretary

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 8A. **AGENDA DATE:** January 08, 2018

PRESENTED BY: Helen Ramirez, Assistant City Manager

ITEM:

Consideration and possible action regarding the appointment of Tax Increment Reinvestment Zone (TIRZ) board members. (Helen Ramirez)

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:

The ordinance creating the Reinvestment Zone No. One provides that the City shall appoint three members of the five-member board for the Zone and the chairperson of the board.

BUDGETARY AND FINANCIAL SUMMARY:

Not Applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not Applicable.

CITY ATTORNEY REVIEW:

The City Attorney has reviewed as to form.

STAFF RECOMMENDATION:

Staff recommends the appointment of three members of the five-member board and the chairperson of the board.

SUPPORTING MATERIAL:

1. [Resolution regarding appointment of the TIRZ Board and Chairperson](#)

**RESOLUTION BY THE CITY COUNCIL
FOR THE CITY OF HUTTO**

WHEREAS, the City has created Reinvestment Zone No. One of the City of Hutto; and

WHEREAS, the ordinance creating Reinvestment Zone No. One provides that the City shall appoint three members of the five-member board for the Zone and the chairperson of the board:

THEREFORE, the City Council appoints the following:

FURTHER, _____ is appointed chairperson of the board.

DATED the ____ day of January, 2018.

Doug Gaul, Mayor

Lucretia Alvarez, City Secretary