



City of Hutto

Agenda

City Council Meeting

Thursday, July 1, 2021 at 7:00 PM

City Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at huttotx.gov

1. CALL SESSION TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. CITY COUNCIL COMMENTS

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

5.1. General Comments from City Council

5.2. City Council Liaison Reports

6. PUBLIC COMMENT

Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4839 during business hours. Each person providing public comment will be limited to 3 minutes.

Any citizen wishing to speak during public comment may do so after completing the required registration form. Comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on July 1, 2021. The email must include name, address, phone # and email to be recognized properly. Citizens wishing to comment by phone may call:

Toll Free Call In: 1-800-717-4201, Conference ID: 242-3288

Once you are in the conference call press *5 to signal that you are requesting to speak during public comment.

(Note: The Texas Open Meetings Act, Texas Government Code, Chapter 551, prohibits the City Council from fully discussing, debating, or considering subjects for which public notice has not been given on the agenda. Issues that cannot be referred to the City Staff for action may be placed on the agenda of a future City Council Session.)

7. CITY MANAGER COMMENTS

8. PROCLAMATIONS

- 8.1. Proclamation No. 2021-010 - Condemning the Xenophobia, Racism, and Discrimination Crimes Committed Against the Asian and Pacific Islander Community.

9. CONSENT AGENDA ITEMS

- 9.1. Consideration and possible action on approving the June 10, 2021 Special Called Joint City Council meeting minutes.
- 9.2. Consideration and possible action on approving the June 14, 2021 Special Called City Council meeting minutes.
- 9.3. Consideration and possible action on approving the June 17, 2021 City Council meeting minutes.
- 9.4. Consideration and possible action on Resolution No. R-2021-105 approving an Agreement between Williamson County, Texas and the City of Hutto, Texas for billing and collection services related to the Cottonwood Creek Public Improvement District. (City Attorney-D.Palumbo)
- 9.5. Consideration and possible action on Resolution No. R-2021-106 approving an Agreement between Williamson County, Texas and the City of Hutto, Texas for billing and collection services related to the Emory Crossing Public Improvement District. (City Attorney-D.Palumbo)
- 9.6. Consideration and possible action on Ordinance No. O-2021-039 approving the proposed Specific Use Permit for the Hutto Independent School District Transportation Facility at 4035 FM 1660 North, 165 acres, more or less, of land, to allow a reduction in the required landscaping and building elevations. (Second Reading)(Ashley Lumpkin)

10. ORDINANCES

- 10.1. Consideration and possible action on Ordinance No. O-2021-040 amending the budget for the fiscal year of October 1, 2020 through September 30, 2021, by appropriating and setting aside the necessary funds out of the general fund for payments to Williamson County for Animal Shelter Expansion Project and YMCA of Greater Williamson County for capital repair and replacements for Hutto Recreation Center, in accordance with existing statutory requirements. (First Reading)(Lee Ann Huddleston)

11. RESOLUTIONS

- 11.1. Consideration and possible action on Resolution No. R-2021-036 Amending the Lease Agreement between the City of Hutto and YMCA of Greater Williamson County dated December 15, 2011, as amended, for operations of the Hutto Family YMCA. (City Attorney)
- 11.2. Consideration and possible action on Resolution No. R-2021-037 Amending the Management Agreement between the City of Hutto and YMCA of Greater Williamson County dated December 15, 2011, regarding the Lease of a Building Constructed by the City for Recreational Purposes. (City Attorney)

- 11.3. Consideration and possible action on Resolution No. R-2021-104 authorizing the City Manager to execute an agreement for Professional Auditing Services with BrooksWatson & Co., PLLC
- 11.4. Consideration and possible action on Resolution R-2021-108 authorizing and directing Attorney Ross Fischer to provide the materials related to the investigation for Councilmember Place 3, for interference with the day-to-day operations, contracts, and daily affairs of the city, including violations of the City of Hutto Charter, to the City Attorney; and waiving the attorney-client privilege for the completed investigative report. (City Attorney C. Rosas-Grillet)
- 11.5. Consideration and possible action on Resolution R-2021-109 authorizing an Amended and Restated Agreement between the City of Hutto, Longhorn Real Estate Ventures, LLC and Aend Industries, Inc, and authorizing the City Manager to execute the Agreement . (City Attorney C. Rosas-Grillet)
- 11.6. Consideration and possible action on Resolution No. R-2021-103 authorizing the City of Hutto to auction surplus police vehicles and public works equipment.
- 11.7. Consideration and possible action on Resolution No. R-2021-098 approving the first amendment to the agreement between the City of Hutto and Legends of Hutto Home Owners Association to provide for the conveyance of a drainage easement for the operation, maintenance, repair, and replacement of drainage facilities to the City of Hutto.

12. OTHER BUSINESS

- 12.1. Discussion and possible action on the plaque on the front of City Hall. (Councilmember Rose)
- 12.2. Consideration and possible action and/or direction to staff regarding road barriers within the Durango Farms project, proposed financing structure of Durango Farms Public Improvement District, and status of MA Durango Farms, LLC as “Developer” under the City of Hutto, Texas PID Policy, and other matters relating thereto. (City Attorney-D.Palumbo)
- 12.3. Discussion and possible action on amending Resolution No. R-2021-081 regarding public comments at City Council Meetings. (Mayor Snyder)
- 12.4. Discussion with possible action on ordinance revisions to section 2.02.003 of the Hutto City Code to provide for resignation procedures for members of City boards and commissions, establish the date a vacancy is created in the event of a resignation, and modify the nomination procedures for City boards and commissions. (Councilmember Gordon).
- 12.5. Discussion and Possible Action regarding Possible Appointments, Re-appointments and/or Removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations, Tax Increment Reinvestment Zone Boards, City Council Liaisons and Area Government appointments.

13. EXECUTIVE SESSION

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

- 13.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 13.2. Deliberate the employment, evaluation, and duties of the City Manager pursuant to Texas Government Code Section 551.074, Personnel Matters, including performance goals and expectations.
- 13.3. Receive legal advice pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client privilege for Bojorquez Law Firm Memo regarding alleged charter violation. (City Attorney - C. Rosas-Grillet)
- 13.4. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to the Annual Comprehensive Financial Report for the year ended September 30, 2020 and potential claims against former employees. (City Attorney - C. Rosas-Grillet)

14. ACTION RELATIVE TO EXECUTIVE SESSION

- 14.1. Consider and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 14.2. Consideration and possible action on the employment, evaluation, and duties of the City Manager pursuant to Texas Government Code Section 551.074, Personnel Matters, including performance goals and expectations.
- 14.3. Consideration and possible action on legal advice pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client privilege for Bojorquez Law Firm Memo regarding alleged charter violation. (City Attorney - C. Rosas-Grillet)
- 14.4. Consideration and possible action on legal advice received pursuant to Texas Local Government Code Section 551.071 related to the Annual Comprehensive Financial Report for the year ended September 30, 2020 and potential claims against former employees. (City Attorney- D.Palumbo)

15. ADJOURNMENT

16. CERTIFICATION

I certify that this notice of the Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on DATE at 5:00 P.M.



Holly Nagy

The City of Hutto is committed to comply with the Americans Disability Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special accommodations must be made 48 hours prior to the meeting. Please email the City Secretary's office at City.Secretary@huttotx.gov or call (512) 759-4033 for assistance.

STATE OF TEXAS

COUNTY OF WILLIAMSON

CITY OF HUTTO



PROCLAMATION NO. 2021-010

Condemning the Xenophobia, Racism, and Discrimination Crimes Committed Against the Asian and Pacific Islander Community

WHEREAS, the growth of the Asian and the Pacific Islands population in the City of Hutto has contributed significantly to the diversity, success, and vibrant culture of our City; and

WHEREAS, Hutto's population is comprised of nearly 2% percent of Asian residents and .1% of Pacific Island residents; and

WHEREAS, Asian and the Pacific Islands have been victims of thousands of documented reports of racially motivated violence and discrimination and are asking for support and solidarity in light of the attacks they are facing; and

WHEREAS, the Centers for Disease Control and Prevention asserts that stigma associated with COVID-19 may currently be affecting persons of Asian and the Pacific Islands descent who work as emergency responders or healthcare professionals; and

WHEREAS, the World Health Organization indicates that stigma can result in severe health problems and difficulties controlling a disease outbreak, driving people to hide illness to avoid discrimination, preventing people from seeking health care immediately, and discouraging them from adopting healthy behaviors; and

WHEREAS, Asian and the Pacific Islands cannot be blamed for COVID-19, do not represent a greater risk of spreading COVID-19, and should not be the target of continued verbal and physical attacks in any regard; and

WHEREAS, the City of Hutto is dedicated to providing safety and equity to every member of our community, stands in solidarity with our Asian and the Pacific Islands community members, and condemns these heinous attacks; and

WHEREAS, the City of Hutto strongly denounces racist ideologies and rhetoric that place blame for COVID19 on Asians and Pacific Islanders and the acts of violence committed against the Asian and the Pacific Islands community.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Hutto hereby denounces the xenophobia, discrimination, and anti-Asian/ Pacific Islander racism and crimes committed against members of the Asian and the Pacific Islands community.

PROCLAIMED this **July 1, 2021**.

ATTEST:

Holly Nagy, City Secretary



Mike Snyder, Mayor



City of Hutto

MINUTES

Special Called Joint City Council Meeting with Hutto Independent School District Board of Trustees Thursday, June 10, 2021 at 6:00 PM City Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at huttotx.gov

1. CALL SESSION TO ORDER - 6:00 PM

2. ROLL CALL

Members of the Council present: Mayor Mike Snyder, MPT Tanner Rose, Councilmember Robin Sutton, Councilmember Dan Thornton, Councilmember Mandi Villarreal Salvo, Councilmember Peter Gordon, Councilmember Mike Arismendez.

HISD Board of Trustees present: Board President: Billie Logiudice, Board VP Terrance Owens, Morgan Hubbard, Felix Chavez, Shara Turner, Amy English, James Matlock. Dr. Celina Estrada Thomas, Superintendent.

3. PLEDGE OF ALLEGIANCE

4. CITY COUNCIL COMMENTS

4.1. General Comments from City Council

5. PUBLIC COMMENT

6. CITY MANAGER COMMENTS

7. CONSENT AGENDA ITEMS

8. ORDINANCES

9. RESOLUTIONS

10. OTHER BUSINESS

10.1. Update and Discussion on the following Hutto ISD Projects and Initiatives:

a) School Finance and Taxing Structure
- Glenn Graham, Chief Financial Officer

b) East Williamson County Higher Education Center (EWCHEC) Benefits to the District
- Dr. Robert Sormani, Associate Superintendent for Instruction & Innovation

c) General Updates
-Dr. Celina Estrada Thomas, Superintendent

Discussion ensued. No action taken.

The HISD portion of the meeting adjourned at 8:15 PM

A ten-minute break was taken at this time.

- 10.2. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments.

Councilmember Villarreal Salvo made a motion to reappoint Shawn Lucas to the EDC. Councilmember Thornton seconded the motion. The motion passed unanimously. (7:0)

Councilmember Villarreal Salvo made a motion to remove John Klein from the Planning and Zoning Commission due to absences. Councilmember Sutton seconded the motion. The motion passed unanimously. (7:0)

Councilmember Villarreal Salvo made a motion to appoint Brian Lee to the Planning and Zoning Commission. Councilmember Arismendez seconded the motion. The motion passed unanimously. (7:0)

Councilmember Gordon made a motion to reappoint Andrew Ingrassia to the Communications Task Force. MPT Rose seconded the motion. The motion passed unanimously. (7:0)

11. EXECUTIVE SESSION – None

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).

- 11.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

12. ACTION RELATIVE TO EXECUTIVE SESSION

- 12.1. Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

13. ADJOURNMENT - 8:28 PM

Passed and approved this 1st day of July, 2021.

ATTEST:

Mike Snyder, Mayor

Holly Nagy

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on approving the June 14, 2021 Special Called City Council meeting minutes.
Meeting: Thursday, July 1, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Special Called CC Meeting- June 14, 2021- Canvassing Minutes



City of Hutto

MINUTES

Special Called City Council Meeting Canvassing & Swearing In Monday, June 14, 2021 at 7:00 PM City Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at huttotx.gov

1. CALL SESSION TO ORDER – 7:00 PM

2. ROLL CALL

Members of the Council present: Mayor Mike Snyder, MPT Tanner Rose Councilmember Robin Sutton, Councilmember Dan Thornton, Councilmember Mandi Villarreal Salvo, Councilmember Peter Gordon, Councilmember Mike Arismendez.

3. PLEDGE OF ALLEGIANCE

4. CITY COUNCIL COMMENTS

4.1. General Comments from City Council - **None**

5. PUBLIC COMMENT- **None**

6. CITY MANAGER COMMENTS

7. CONSENT AGENDA ITEMS

8. ORDINANCES

9. RESOLUTIONS

Consideration and possible action on Resolution R-2021-101 canvassing the returns and declaring the results of the runoff election for the purpose of electing a Councilmember Place 5.

Councilmember Arismendez made a motion to approve Resolution No. R-2021-101. Councilmember Villarreal Salvo seconded the motion. The motion passed unanimously. (7:0)

10. OTHER BUSINESS

10.1 Action to swear in newly elected official Council Place 5.

Councilmember Kinsey was sworn in.

10.2 Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments. – **None.**

11. EXECUTIVE SESSION- **None.**

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).

11.1 Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

12. ACTION RELATIVE TO EXECUTIVE SESSION

- 12.1 Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

13. ADJOURNMENT - 7:06 PM

Passed and approved this 1st day of July, 2021.

ATTEST:

Mike Snyder, Mayor

Holly Nagy

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on approving the June 17, 2021 City Council meeting minutes.
Meeting: Thursday, July 1, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. June 17, 2021 City Council Meeting- Minutes



City of Hutto

MINUTES

City Council Meeting

Thursday, June 17, 2021 at 7:00 PM

City Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at huttotx.gov

1. **CALL SESSION TO ORDER**
2. **ROLL CALL**
Members of the Council present: Mayor Mike Snyder, MPT Tanner Rose Councilmember Robin Sutton, Councilmember Dan Thornton, Councilmember Mandi Villarreal Salvo, Councilmember Peter Gordon, Councilmember Krystal Kinsey.
3. **INVOCATION-Led by Pastor Johnny Brower, Hutto Discovery United Methodist Church**
4. **PLEDGE OF ALLEGIANCE**
5. **CITY COUNCIL COMMENTS**

5.1. General Comments from City Council

Councilmember Villarreal Salvo: I had a great meeting with our local non-profits to the Hutto area and really looking forward to some of the things that will be coming out in our community within the next month or so from our non-profits and I'm excited to see what they will be doing in the area. Office hours are going really well on Fridays, with the community, I usually get 5 to 8 people every Friday. We are getting a lot of work done with resident requests, questions after Council meetings and seeing really good relations building with our City Council and our community.

Councilmember Sutton: I have two items actually. So, the first one is I would like to address the individuals that are behind the public comments that are sent in to two Council meetings and the anonymous letter that was sent into Council members in February. I'm not sure what your intent was on sending the letter in February, however, your public comments were directed at a specific individual that was a candidate for Place 5. Which should have never been read since it's outside of Council jurisdiction. The first one you sent anonymously which also should have not been read. The second you went so far as to forge the signature of Ida Weaver who has been an integral part of our community and bringing awareness to our seniors in Hutto. Both attempts were to tell lies about Nicole and steal the identity of Ida. There are people who say I shouldn't make this comment, but that is not who I am.

To whoever is behind this, I believe I know who you are, you are cowards who stooped so far to commit a crime just to derail an election. You are probably the same cowards that were behind the reexamination of Nicole Calderone's application while running for Place 4 against Peter Gordon. Nicole and Ida have done more for this community than

you have. You have proved it by your actions, you don't care about the citizens of Hutto you only care about winning and bringing Nicole down.

You have something to say, come to this Chamber and address the Council with courage and conviction. Hiding in the dark only shows your weakness. To Nicole, I want to tell you that you should be proud of the fact that you are such an outspoken advocate for Hutto these cowards have to stoop to this level of immaturity to slander you.

My next one, is a request to our attorneys. There was a public comment alleging a Charter violation on me. It was placed on the agenda and the attorney looked into it and gave his legal opinion. Based on the precedent we have already set on alleged violations by citizens I ask that we have our attorney look into Barbara Flannigan's alleged Charter violation by Peter Gordon regarding Odis's Jones separation agreement. I would like to see that put on the July 1st agenda. That's all.

Mayor Snyder: I'll end this with an invite to the public to the Juneteenth celebration that will be held on Saturday. There's information on the internet with the times and kind of schedule, it's open to everybody, I look forward to seeing everyone there.

5.2. City Council Liaison Reports

6. PUBLIC COMMENT

- Randal Clark
- Glenn Pierce
- Rudy Perez

7. CITY MANAGER COMMENTS

8. CONSENT AGENDA ITEMS

- 8.1. Consideration and possible action on approving the June 3, 2021 City Council meeting minutes.
- 8.2. Consideration and possible action on approving the June 7, 2021 Special Called City Council meeting minutes.
- 8.3. Consideration and possible action on acknowledging the assignment of the Development Agreement between the City of Hutto and WMV 1660, LLC, dated April 1, 2021, to Starlight Homes Texas, LLC, in accordance with Section 5.06 of the Development Agreement. (City Attorney- C. Rosas-Grillet)
- 8.4. Consideration and possible action on Ordinance No. O-2021-035 amending the budget for the fiscal year of October 1, 2020 through September 30, 2021, in accordance with existing statutory requirements. (Second Reading)

Councilmember Gordon made a motion to approve Items 8.1, 8.2, 8.3 and 8.4.
Councilmember Villarreal Salvo seconded the motion. The motion passed unanimously.
(7:0)

Item 11.3 and 11.5 were moved up at this time. There were no objections.

11.3. Consideration and possible action on awarding the reconstruction/ paving project bid located on Live Oak. (Anthony Host)

Residents that spoke on this item:

- Janice and Steve Fuller
- Rose Sullivan
- Austin Frye
- Billy Gartner
- Charlene Martindale
- Jimmy Pierce
- Robert Clark
- William Thigpen
- Donna Fowler
- Becky Zimmerman
- Emily Gartner
- Mike Fowler
- Henry Gideon

Mayor Snyder made a motion approve the bid as presented by Atlas Construction for \$227,186.51 out of General Fund and \$98,202.83 from the Utility Fund staff to bring back a contract that has a notice to proceed and a termination for convenience clause. Councilmember Gordon amended the motion to direct the City Manager to direct staff to contact Atmos Energy to being moving the gas lines and start doing all the connections for the water lines. MPT Rose seconded the motion. The motion passed (6:1) with Councilmember Kinsey against.

11.5. Discussion and Possible Action regarding Possible Appointments, Re-appointments and/or Removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations, Tax Increment Reinvestment Zone Boards, City Council Liaisons and Area Government appointments.

Councilmember Villarreal Salvo made a motion to appoint Donna Jones to the Emergency Preparedness Task Force Place 3. MPT Rose seconded the motion. The motion passed unanimously. (7:0)

Councilmember Kinsey made a motion to appoint Stevie Jones to the Emergency Preparedness Task Force. Councilmember Gordon seconded the motion. The motion passed unanimously. (7:0)

Councilmember Kinsey made a motion to appoint Sharon Dyer to the Parks Advisory Board. Councilmember Villarreal Salvo seconded the motion. The motion passed unanimously. (7:0)

Councilmember Kinsey made a motion to appoint Ray Alba to the Zoning Board of Adjustment. Councilmember Sutton seconded the motion. The motion passed unanimously. (7:0)

Councilmember Kinsey made a motion to appoint Randal Clark to the EDC. Councilmember Sutton seconded the motion. The motion passed (6:1) with MPT Rose against.

Councilmember Kinsey made a motion to appoint Havala Merit to the Library Advisory Board. Councilmember Thornton seconded the motion. The motion passed

unanimously. (7:0)

Councilmember Kinsey made a motion to reappoint Abel Landin to the Ethics Commission. Councilmember Gordon seconded the motion. The motion passed unanimously. (7:0)

Councilmember Gordon made a motion to reappoint Tony Wertz to the Planning and Zoning Commission. Councilmember Kinsey seconded the motion.

Discussion ensued.

The motion failed (4:3) with Mayor Snyder, MPT Rose and Councilmembers Sutton, Villarreal Salvo against.

9. ORDINANCES

- 9.1. Consideration of a public hearing and possible action on an Ordinance No. O-2021-037 regarding the Planned Unit Development (PUD) amendment request for the property known as Cottonwood Creek Planned Unit Development (PUD) Amendment #4, 370.36 acres, more or less, of land, located on CR 199.

Kevin Pierce was present for this item.

Public hearing opened: 9:53 PM

Public hearing closed: 9:53 PM

Discussion ensued.

Councilmember Villarreal Salvo made a motion to accept Item 9.1 as presented with the amendment to preserve existing trees and existing vegetation as shown on the concept plan. Councilmember Gordon seconded the motion. The motion passed unanimously. (7:0)

- 9.2. Consideration and possible action on Ordinance No. O-2021-037 to dispense with second reading.

Councilmember Villarreal Salvo made a motion to dispense with the second reading with the amendment to preserve existing trees and existing vegetation as shown on the concept plan. Councilmember Gordon seconded the motion. (7:0)

- 9.3. Consideration of a public hearing and possible action on Ordinance No. O-2021-038 amending the Unified Development Code, Chapter 2, Sections 10.203, Development Review Process and 10.204.2 Effective Date and Expiration, repealing conflicting ordinances and resolutions and establishing an effective date. (Ashley Lumpkin)

Public hearing opened: 10:06 PM

Public hearing closed: 10:06 PM

Councilmember Gordon made a motion to approve Item 9.3 as presented with the correction to the fence redline that should be there in 10.203.4.2. Councilmember Villarreal Salvo seconded the motion. The motion passed unanimously. (7:0)

- 9.4. Consideration and possible action on Ordinance No. O-2021-038 to dispense with second reading.

MPT Rose to dispense of the second reading with the correction to the fence redline that should be there in 10.203.4.2. Councilmember Gordon seconded the motion. The motion passed unanimously. (7:0)

- 9.5. Consideration of a public hearing and possible action on Ordinance No. O-2021-039 approving the proposed Specific Use Permit for the Hutto Independent School District Transportation Facility at 4035 FM 1660 North, 165 acres, more or less, of land, to allow a reduction in the required landscaping and building elevations. (Ashley Lumpkin)

Public hearing opened: 10:25 PM

Public hearing closed: 10:25 PM

Discussion ensued. Henry Gideon from the HISD was present for this discussion.

Councilmember Villarreal Salvo made a motion to approve Ordinance No. O-2021-039 approving the proposed Specific Use Permit for the Hutto Independent School District Transportation Facility at 4035 FM 1660 North, 165 acres, more or less, of land, to allow a reduction in the required building elevations. Mayor Snyder seconded the motion. The motion passed unanimously. (7:0)

The landscape portion will be considered at the July 1, 2021 City Council meeting.

- 9.6. Consideration and possible action on Ordinance No. O-2021-039 to dispense with second reading.

Item to come back at the July 1, 2021 City Council meeting.

10. RESOLUTIONS

11. OTHER BUSINESS

- 11.1. Consideration and possible action on presentation on the Emory Farms gate/sign to Innovation Business Park. (Anthony Host)

Discussion ensued.

Councilmember Villarreal Salvo made a motion to approve Item 11.1 to go with the arch option that was presented to council in the next fiscal year. Mayor Snyder seconded the motion with the amendment not to exceed \$40,000. The motion passed unanimously. (7:0)

- 11.2. Consideration and possible action regarding the policy and procedure for submitting outside agency funding to Council. (Councilmember Rose)

Discussion ensued. No action taken.

- 11.4. Discussion and possible action on Council Liaison duties. (Councilmember Villarreal Salvo)

Discussion ensued. No action taken.

12. EXECUTIVE SESSION- Entered 11:32 PM

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

- 12.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 12.2. Deliberate the employment, evaluation, and duties of the City Manager pursuant to Texas Government Code Section 551.074, Personnel Matters, including performance goals and expectations.
- 12.3. Receive legal advice pursuant to Texas Government Code Sec. 551.071 and deliberate regarding legal action necessary in connection with Texas Attorney General Opinion No. LP-0366 and River Creek Development Corporation and the City of Hutto in River Creek Development Corporation and the City of Hutto v. Kenneth Paxton, Jr., et. al Cause No. 21-0759-C425, pending in the 425th District Court in Williamson County, Texas and approving extraordinary expenditures. (City Attorney- D. Palumbo)
- 12.4. Receive legal advice pursuant to Texas Government Code Sec. 551.071 and deliberate regarding Case: 21-0128-C368, Longhorn Title Company vs. Preston Hollow Capital, LLC and Cottonwood Development Corporation pending in the 368th District Court in Williamson County, Texas. (City Attorney- D. Palumbo)
- 12.5. Receive legal advice pursuant to Texas Government Code Sec. 551.071 and deliberate regarding Case: Case 1:20-cv-01210-LY Jones v. City of Hutto et al pending in the U.S. District Court, Western District, Austin Division.(City Attorney-D.Palumbo)

13. ACTION RELATIVE TO EXECUTIVE SESSION- Reconvened 1:29 AM

- 13.1. Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

MPT Rose made a request to city staff and City Attorney to bring a resolution to formally request the working documents from Ross Fischer back to Council.

- 13.2. Consideration and possible action related to deliberation of the employment, evaluation, and duties of the City Manager pursuant to Texas Government Code Section 551.074, Personnel Matters, including performance goals and expectations.

Tabled until the July 1, 2021 City Council meeting.

- 13.3. Consideration and possible action on legal advice received pursuant to Texas Government Code Sec. 551.071 and deliberate regarding legal action necessary in connection with Texas Attorney General Opinion No. LP-0366 and River Creek Development Corporation and the City of Hutto in River Creek Development Corporation and the City of Hutto v. Kenneth Paxton, Jr., et. al Cause No. 21-0759-

C425, pending in the 425th District Court in Williamson County, Texas and approving extraordinary expenditures. (City Attorney- D. Palumbo)

Councilmember Villarreal Salvo made a motion to authorize an additional \$10,000 for litigation support costs. Councilmember Sutton seconded the motion. The motion passed unanimously. (7:0)

- 13.4. Consideration and possible action on legal advice received pursuant to Texas Government Code Sec. 551.071 and deliberate regarding Case: 21-0128-C368, Longhorn Title Company vs. Preston Hollow Capital, LLC and Cottonwood Development Corporation pending in the 368th District Court in Williamson County, Texas. (City Attorney- D. Palumbo) – No action taken.
- 13.5. Consideration and possible action on legal advice received pursuant to Texas Government Code Sec. 551.071 and deliberate regarding Case: Case 1:20-cv-01210-LY Jones v. City of Hutto et al pending in the U.S. District Court, Western District, Austin Division.(City Attorney-D.Palumbo) - No action taken.

14. ADJOURNMENT- 1:32 AM

Passed and approved this 1st day of July, 2021.

ATTEST:

Mike Snyder, Mayor

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-105 approving an Agreement between Williamson County, Texas and the City of Hutto, Texas for billing and collection services related to the Cottonwood Creek Public Improvement District. (City Attorney-D.Palumbo)
Meeting: Thursday, July 1, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021-105 Hutto Resolution Approving Cottonwood Billing
2. Cottonwood Creek Hutto PID Agrmt

RESOLUTION NO. R-2021-105

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS AND THE CITY OF HUTTO FOR BILLING AND COLLECTION SERVICES RELATED TO THE COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve an Agreement between Williamson County, Texas and the City of Hutto for billing and collection services related to the Cottonwood Creek Public Improvement District, and authorize the City Manager to execute the Agreement (the “Agreement”) attached as Exhibit A.

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

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: The Hutto City Council hereby approves and authorizes the City Manager to execute an Agreement between Williamson County, Texas and the City of Hutto for billing and collection services related to the Cottonwood Creek Public Improvement District, attached as Exhibit “A”, a copy of same being attached hereto and incorporated herein for all purposes.

SECTION 3: 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 this 1st day of July, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

**AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS
AND THE CITY OF HUTTO, TEXAS
FOR BILLING AND COLLECTION SERVICES RELATED TO THE
COTTONWOOD CREEK PUBLIC IMPROVEMENT DISTRICT**

This agreement (the "Agreement") is between Williamson County, Texas (the "County"), a political subdivision of the State of Texas, and the City of Hutto, Texas (the "City"), a home-rule municipality located within the territory of the County, for billing and collection services related to the Cottonwood Creek Public Improvement District (the "District") authorized and administered by the City.

RECITALS

A. The City authorized the District, effective on _____, by a majority vote of all members of its City Council adopting a resolution (Resolution No. 012621-M) in accordance with the City Council's findings as to the advisability of the planned services and improvements, pursuant to Section 372.010 of the Texas Public Improvement District Act (the "PID Act") (Tex. Local Gov't Code Secs. 372.001 to 372.026). The City has in the past, and may in the future, over time and from time to time, altered the boundaries of the District, and this Agreement will remain in force until terminated.

B. The City adopted assessment plans apportioning the cost of the planned services and improvements among the parcels of real property in the District and prepared a proposed assessment roll stating the amount of the assessment due from each such parcel (the "Assessments") pursuant to Sec. 372.016 of the PID Act. The City published and mailed the required notices and held a public hearing, heard and passed on all objections to a proposed Assessment, and by ordinance levied the Assessments against such parcels as a special assessment on the property in accordance with Sec. 372.017 of the PID Act, providing in the ordinance that the Assessments may be paid in annual installments.

C. The City and the County find that it is in the mutual interest of the citizens of the City and the County for the City to contract with the County to perform the duties related to the billing and collection of the of the Assessments, as authorized by Sec. 372.0175 of the PID Act and pursuant to the Intergovernmental Cooperation Act (Tex. Gov. Code, Chapter 791).

D. Except as otherwise provided herein, the term "Assessment" as used in this Agreement shall refer to both the full apportioned cost of the planned services and improvements due from each parcel according to the assessment roll and the annual installments due from each parcel, whether fixed or determined annually.

AGREEMENT

Therefore, in consideration of the mutual promises stated herein, the County and the City agree as follows:

1. **Agreement for Billing and Collection of Installments of Assessments.** Beginning on the Effective Date (defined below) and continuing until the Agreement is terminated pursuant to its terms, the City authorizes the County exclusively, acting through the Williamson County Tax Assessor-Collector (the "Tax Assessor-Collector"), to bill and collect the annual installments of the Assessments and to represent the City for all purposes related to the billing and collection of such installments, except as stated below. The County agrees to perform for the City all of the duties of the City related to the billing and collection of the installments provided in the assessment plan and Texas law. The County further agrees to send monthly collection reports to the City, prepare tax certificates, develop and maintain delinquent assessment rolls for the City, and provide copies of all records related to the services that the County provides under this Agreement. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the duties of the County under this Agreement. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

2. **Exclusions.** This Agreement will not include billing or collection of the following:

2.1 Assessments in amounts other than annual installments; and

2.2 Any installments of the Assessments that are for years for which the tax lien on the property has been transferred by the County to a transferee at the request of the owner according to Texas Tax Code Sec. 32.06; and

2.3 Any Assessments on property for which the owner has deferred collection of the property taxes on the property as allowed by Texas Tax Code Sec. 33.06 or 33.065.

The billing and collection of the foregoing excluded Assessments will remain the responsibility of the City.

3. **Term of Agreement.** The term of this Agreement will begin on the latest date accompanying the signature lines of the duly authorized representatives of the parties on this Agreement (the "Effective Date") and will terminate on the date that is one (1) year after the Effective Date (the "Initial Term"), unless renewed and extended as provided below. After the Initial Term, this Agreement will be automatically renewed and extended for an additional one (1) year term unless a party terminates the Agreement by giving written notice of termination to the other party not later than ninety (90) calendar days before the end of the Initial Term. If the Agreement is renewed and extended after the Initial Term, thereafter it will be renewed and extended automatically for succeeding one (1) year terms unless a party terminates the Agreement by giving written notice of termination to the other party not later than ninety (90) days before the end of then-current term. If a written notice of termination is given, the Agreement will nevertheless remain in effect for the remainder of the term in which the notice is given and will remain in effect thereafter with respect to any Assessment for which a suit to foreclose the assessment lien was been filed prior to such termination, until the suit is dismissed or a sale of the property to carry out the foreclosure has occurred, and the proceeds have been collected.

4. **Assessment Data.** Each year during the term of this Agreement, on or before September 1, the City will provide to the Tax Assessor-Collector the amount of the annual installment due for that year on the Assessment against each tract of real property in the District except tracts that are exempt. The data will be provided to the Tax Assessor-Collector electronically in a format that is compatible with the format of the County's property tax records. The Tax Assessor-Collector will provide no less than ninety (90) days' notice to the City of any required format change in the electronic file. The City will notify the Tax Assessor-Collector of any adjustments of the annual installments and will be responsible for paying any refunds that result from such adjustments. The City will not provide the Tax Assessor-Collector with the total amounts of the Assessments, and the County will not be responsible for the billing or collection of the Assessments other than in annual installments. Determining exemptions, calculating the amounts

of the annual installments, computing the cumulative balances of the Assessments, and any collection of the Assessments other than in annual installments will remain the responsibility of the City. The calculation of annual installments will be based on the ownership defined by the current tax appraisal roll of the Williamson Central Appraisal District ("WCAD") for the year of the installments. If the City fails to provide the Assessments to the Tax Assessor-Collector by September 15 of the Initial Term or any renewed term of this Agreement, the Agreement may be terminated by the County upon written notice to the City according to Section 12 below. The initial delivery of data by the City to the Tax Assessor-Collector will also include a record of all payments made on the Assessments during the preceding five (5) years. The Tax Assessor Collector will make available to the City a continuous on-line disbursement report summarizing the payments collected.

5. **Billing of Assessments.** The Tax Assessor-Collector will bill the annual installments of the Assessments to the property owners by including the amount of the installment as a line item in the consolidated property tax bill mailed by the Tax Assessor-Collector to each owner of real property in the District. The bills will be mailed about October 1 of each year or as soon thereafter as practicable. Each tax bill that includes a line item for an installment of an Assessment will also include a statement in substantially the following language: "Assessments of public improvement districts are not taxes but are collected by the Williamson County Tax Office under an agreement with the municipality."

6. **Collection of Assessments.** The Tax Assessor-Collector will collect the installments of the Assessments and remit the amount collected to the City daily by electronic funds transfer, after deducting the amount due to the County as billing and collection fees, as provided in Section 10 below. The Tax Assessor-Collector and private legal counsel contracted by the County for the collection of delinquent property taxes will also collect any delinquent installments of the Assessments, including filing suits for foreclosure of the lien securing the Assessments provided in Sec. 372.018 of the PID Act. All of the terms of Sec. 372.018 of the PID Act and all of the provisions of the Texas Tax Code with respect to payment, refunds, delinquency, penalties and interest, waiver of penalties and interest, costs and expenses of collection, attorney's fees, personal liability, installment payment of delinquent amounts, suits, lien foreclosure, limitation of

collection, redemption, and other matters related to the collection of property taxes will also apply to the collection of the installments of the Assessments, except that the provisions of Texas Tax Code Sec. 32.06 on property tax loans and the transfer of tax liens, and Texas Tax Code Secs. 33.045, 33.06, and 33.065 on the deferral of collection of property taxes on certain residential homesteads will not apply. Billing and collection of the installments of Assessments on property for which the tax lien has been transferred to a transferee or that is subject to such deferral of collection of taxes will remain the responsibility of the City, as provided in Section 2 above. Any partial collection of delinquent taxes and delinquent installments of Assessments will be divided pro-rata among the entities imposing the taxes and the Assessments without preferring one entity over another. During the term of this Agreement, only the Tax Assessor-Collector will collect the installments of the Assessments. If any payments are received by the City for amounts billed by the Tax Assessor-Collector on the City's behalf, they will be remitted to the Tax Assessor-Collector. The City will notify the Tax Assessor-Collector if any Assessment is prepaid to the City, in full or in part.

7. **Notice to Property Owners.** If the City has not done so before the Effective Date, then after the Effective Date and prior to the mailing by the County of the first bills for annual installments of the Assessments, the City will notify each owner of property in the District, except exempt property, by first class mail that the subsequent installments of the Assessment on the owner's property will be billed by and paid to the Tax Assessor-Collector until the owner is notified that this Agreement is terminated.

8. **Foreclosure Suits.** The City hereby agrees and expressly authorizes the County to contract on the City's behalf with private legal counsel for the collection of the delinquent installments of an Assessment, said private counsel being the same contracted by the County for the collection of delinquent property taxes. The maturity of the subsequent installments will not accelerate following a default in payment. The County and its private legal counsel will control the filing and conduct of foreclosure suits, with advice from the City. Attorney's fees, costs, and expenses of collection that are collected after the filing of a suit for foreclosure will be retained by the County in addition to the billing and collection fees provided in Section 10 below. If a suit is filed for a delinquent installment of an Assessment and delinquent taxes on the property and the suit

results in an order for foreclosure of the assessment lien and the tax lien, the City recognizes that the ad valorem tax lien is superior to the assessment lien, according to Sec. 372.018(b)(2) of the PID Act. Furthermore, the lien runs with the land, and that portion of the assessment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien, according to Section 372.018(d).

9. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to benefit a third-party beneficiary. The County and the City will act independently in carrying out their respective obligations under this Agreement, and neither the County nor the City assumes any responsibility to a third party in connection with this Agreement.

10. **Billing and Collection Fees.** As fees for the billing and collection services provided under this Agreement, the following provisions apply:

10.1 The City agrees to pay the County an annual fee for each parcel or tract of land in the District that is billed for the installment of an Assessment in an amount to be set annually by the Tax Assessor-Collector. The parcel fee for the billing and collection of the installments shall not exceed the parcel fee set for the year by the tax Assessor-Collector for the billing and collection by the Tax Assessor-Collector of property taxes for the City. The City agrees that the Tax Assessor Collector may deduct the amount of the parcel fee from the amount of the first installments collected prior to the remittance of the collections to the City. The parcel fee will be retained by the Tax Assessor-Collector to defray the costs of billing and collection.

10.2 Should the County subsequently expect to incur any actual additional costs related to discharging its duties under this Agreement such as costs required to modify software or comply with new legal requirements associated with collecting the Assessments, the County shall provide written notice to the City of the proposed additional costs (which notice must include documentation of the proposed actual additional costs). The City shall be allowed ninety (90) days to review the proposed additional actual costs and either agree to pay the County or give notice to terminate this Agreement.

11. **Entire Agreement.** This Agreement sets out the entire agreement between the County and the City with respect to the billing and collection of the Assessments and supersedes all

previous negotiations, representations, and agreements, whether written or oral. This Agreement may be amended only by a written instrument executed by the representatives of the County and the City authorized by their respective governing bodies.

12. **Notices.** Any notice that a party is required or permitted to give under this Agreement will be in writing and mailed by first class mail to the address of the other party shown below or to such other address of which the other party may notify the party in writing.

The County: Williamson County Tax Office
Attn: Williamson County Tax Assessor-Collector
904 S. Main Street
Georgetown, Texas 78626

The City: City Manager
City of Hutto, Texas
500 W. Live Oak St.
Hutto, TX 78634

With a required copy to:
City Attorney
City of Hutto, Texas
500 W. Live Oak St.
Hutto, TX 78634

13. **Limited Liability.** The County will not be liable to the City for any failure to collect the installments of the Assessments. And the Tax Assessor-Collector will not be liable to the City for any failure to collect the installments of the Assessments unless such failure is the result of the Tax Assessor-Collector's failure to perform the duties imposed on him or her by law or this Agreement. The Tax Assessor-Collector will not be liable to the City for any failure to collect the installments if the Tax Assessor-Collector's failure to perform the duties imposed by law or this Agreement was due to circumstances beyond the Tax Assessor-Collector's control. In executing this Agreement, neither the County nor the City intends to waive or will be deemed to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

14. **Applicable Law.** This Agreement will be governed, interpreted, and enforced according

to the laws of the State of Texas. The terms of the Agreement are severable. If any term or provision is held to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect.

15. **Persons Bound.** This Agreement is binding on the parties and their respective successors and assigns.

16. **Venue.** All obligations under this Agreement are performable in Williamson County, Texas. The venue for any suit over a dispute based on or arising out of this Agreement will be in Williamson County, Texas

17. **Party Representatives.** The County designates the Tax Assessor-Collector to represent the County, and the City designates the City of Hutto Finance Director to represent the City for all purposes related to this Agreement.

18. **Authorization.** The undersigned representatives of the County and the City warrant that they are duly authorized by the governing bodies of their respective political subdivisions to execute this Agreement on behalf of the parties.

*[The remainder of this page is intentionally left blank.
Signature pages and acknowledgements follow on separate pages.]*

By: _____
Bill Gravell
County Judge, Williamson County

Larry Gaddes
Tax Assessor-Collector, Williamson County

[illegible]

This instrument was acknowledged before me on _____, 20____, by _____, County Judge of the County of Williamson, Texas, on behalf of Williamson County, Texas.

Notary Public, State of Texas

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder
Mayor

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 20____, by _____
_____, Mayor of the City of Hutto, Texas, a home rule city, on behalf of the City of
Hutto, Texas.

(SEAL)

Notary Public, State of Texas

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-106 approving an Agreement between Williamson County, Texas and the City of Hutto, Texas for billing and collection services related to the Emory Crossing Public Improvement District. (City Attorney-D.Palumbo)
Meeting: Thursday, July 1, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021-106 Hutto Resolution Approving Emory Crossing Billing
2. Emory Crossing Hutto PID Agrmt

RESOLUTION NO. R-2021-106

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS AND THE CITY OF HUTTO FOR BILLING AND COLLECTION SERVICES RELATED TO THE EMORY CROSSING PUBLIC IMPROVEMENT DISTRICT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve an Agreement between Williamson County, Texas and the City of Hutto for billing and collection services related to the Emory Crossing Public Improvement District, and authorize the City Manager to execute the Agreement (the “Agreement”) attached as Exhibit A.

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

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: The Hutto City Council hereby approves and authorizes the City Manager to execute an Agreement between Williamson County, Texas and the City of Hutto for billing and collection services related to the Emory Crossing Public Improvement District, attached as Exhibit “A”, a copy of same being attached hereto and incorporated herein for all purposes.

SECTION 3: 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 this 1st day of July, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

**AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS
AND THE CITY OF HUTTO, TEXAS
FOR BILLING AND COLLECTION SERVICES RELATED TO THE
EMORY CROSSING PUBLIC IMPROVEMENT DISTRICT**

This agreement (the "Agreement") is between Williamson County, Texas (the "County"), a political subdivision of the State of Texas, and the City of Hutto, Texas (the "City"), a home-rule municipality located within the territory of the County, for billing and collection services related to the Emory Crossing Public Improvement District (the "District") authorized and administered by the City.

RECITALS

A. The City authorized the District, effective on _____, by a majority vote of all members of its City Council adopting a resolution (Resolution No. 012621-M) in accordance with the City Council's findings as to the advisability of the planned services and improvements, pursuant to Section 372.010 of the Texas Public Improvement District Act (the "PID Act") (Tex. Local Gov't Code Secs. 372.001 to 372.026). The City has in the past, and may in the future, over time and from time to time, altered the boundaries of the District, and this Agreement will remain in force until terminated.

B. The City adopted assessment plans apportioning the cost of the planned services and improvements among the parcels of real property in the District and prepared a proposed assessment roll stating the amount of the assessment due from each such parcel (the "Assessments") pursuant to Sec. 372.016 of the PID Act. The City published and mailed the required notices and held a public hearing, heard and passed on all objections to a proposed Assessment, and by ordinance levied the Assessments against such parcels as a special assessment on the property in accordance with Sec. 372.017 of the PID Act, providing in the ordinance that the Assessments may be paid in annual installments.

C. The City and the County find that it is in the mutual interest of the citizens of the City and the County for the City to contract with the County to perform the duties related to the billing and collection of the of the Assessments, as authorized by Sec. 372.0175 of the PID Act and pursuant to the Intergovernmental Cooperation Act (Tex. Gov. Code, Chapter 791).

D. Except as otherwise provided herein, the term "Assessment" as used in this Agreement shall refer to both the full apportioned cost of the planned services and improvements due from each parcel according to the assessment roll and the annual installments due from each parcel, whether fixed or determined annually.

AGREEMENT

Therefore, in consideration of the mutual promises stated herein, the County and the City agree as follows:

1. **Agreement for Billing and Collection of Installments of Assessments.** Beginning on the Effective Date (defined below) and continuing until the Agreement is terminated pursuant to its terms, the City authorizes the County exclusively, acting through the Williamson County Tax Assessor-Collector (the "Tax Assessor-Collector"), to bill and collect the annual installments of the Assessments and to represent the City for all purposes related to the billing and collection of such installments, except as stated below. The County agrees to perform for the City all of the duties of the City related to the billing and collection of the installments provided in the assessment plan and Texas law. The County further agrees to send monthly collection reports to the City, prepare tax certificates, develop and maintain delinquent assessment rolls for the City, and provide copies of all records related to the services that the County provides under this Agreement. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the duties of the County under this Agreement. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

2. **Exclusions.** This Agreement will not include billing or collection of the following:

2.1 Assessments in amounts other than annual installments; and

2.2 Any installments of the Assessments that are for years for which the tax lien on the property has been transferred by the County to a transferee at the request of the owner according to Texas Tax Code Sec. 32.06; and

2.3 Any Assessments on property for which the owner has deferred collection of the property taxes on the property as allowed by Texas Tax Code Sec. 33.06 or 33.065.

The billing and collection of the foregoing excluded Assessments will remain the responsibility of the City.

3. **Term of Agreement.** The term of this Agreement will begin on the latest date accompanying the signature lines of the duly authorized representatives of the parties on this Agreement (the "Effective Date") and will terminate on the date that is one (1) year after the Effective Date (the "Initial Term"), unless renewed and extended as provided below. After the Initial Term, this Agreement will be automatically renewed and extended for an additional one (1) year term unless a party terminates the Agreement by giving written notice of termination to the other party not later than ninety (90) calendar days before the end of the Initial Term. If the Agreement is renewed and extended after the Initial Term, thereafter it will be renewed and extended automatically for succeeding one (1) year terms unless a party terminates the Agreement by giving written notice of termination to the other party not later than ninety (90) days before the end of then-current term. If a written notice of termination is given, the Agreement will nevertheless remain in effect for the remainder of the term in which the notice is given and will remain in effect thereafter with respect to any Assessment for which a suit to foreclose the assessment lien was been filed prior to such termination, until the suit is dismissed or a sale of the property to carry out the foreclosure has occurred, and the proceeds have been collected.

4. **Assessment Data.** Each year during the term of this Agreement, on or before September 1, the City will provide to the Tax Assessor-Collector the amount of the annual installment due for that year on the Assessment against each tract of real property in the District except tracts that are exempt. The data will be provided to the Tax Assessor-Collector electronically in a format that is compatible with the format of the County's property tax records. The Tax Assessor-Collector will provide no less than ninety (90) days' notice to the City of any required format change in the electronic file. The City will notify the Tax Assessor-Collector of any adjustments of the annual installments and will be responsible for paying any refunds that result from such adjustments. The City will not provide the Tax Assessor-Collector with the total amounts of the Assessments, and the County will not be responsible for the billing or collection of the Assessments other than in annual installments. Determining exemptions, calculating the amounts

of the annual installments, computing the cumulative balances of the Assessments, and any collection of the Assessments other than in annual installments will remain the responsibility of the City. The calculation of annual installments will be based on the ownership defined by the current tax appraisal roll of the Williamson Central Appraisal District ("WCAD") for the year of the installments. If the City fails to provide the Assessments to the Tax Assessor-Collector by September 15 of the Initial Term or any renewed term of this Agreement, the Agreement may be terminated by the County upon written notice to the City according to Section 12 below. The initial delivery of data by the City to the Tax Assessor-Collector will also include a record of all payments made on the Assessments during the preceding five (5) years. The Tax Assessor-Collector will make available to the City a continuous on-line disbursement report summarizing the payments collected.

5. **Billing of Assessments.** The Tax Assessor-Collector will bill the annual installments of the Assessments to the property owners by including the amount of the installment as a line item in the consolidated property tax bill mailed by the Tax Assessor-Collector to each owner of real property in the District. The bills will be mailed about October 1 of each year or as soon thereafter as practicable. Each tax bill that includes a line item for an installment of an Assessment will also include a statement in substantially the following language: "Assessments of public improvement districts are not taxes but are collected by the Williamson County Tax Office under an agreement with the municipality."

6. **Collection of Assessments.** The Tax Assessor-Collector will collect the installments of the Assessments and remit the amount collected to the City daily by electronic funds transfer, after deducting the amount due to the County as billing and collection fees, as provided in Section 10 below. The Tax Assessor-Collector and private legal counsel contracted by the County for the collection of delinquent property taxes will also collect any delinquent installments of the Assessments, including filing suits for foreclosure of the lien securing the Assessments provided in Sec. 372.018 of the PID Act. All of the terms of Sec. 372.018 of the PID Act and all of the provisions of the Texas Tax Code with respect to payment, refunds, delinquency, penalties and interest, waiver of penalties and interest, costs and expenses of collection, attorney's fees, personal liability, installment payment of delinquent amounts, suits, lien foreclosure, limitation of

collection, redemption, and other matters related to the collection of property taxes will also apply to the collection of the installments of the Assessments, except that the provisions of Texas Tax Code Sec. 32.06 on property tax loans and the transfer of tax liens, and Texas Tax Code Secs. 33.045, 33.06, and 33.065 on the deferral of collection of property taxes on certain residential homesteads will not apply. Billing and collection of the installments of Assessments on property for which the tax lien has been transferred to a transferee or that is subject to such deferral of collection of taxes will remain the responsibility of the City, as provided in Section 2 above. Any partial collection of delinquent taxes and delinquent installments of Assessments will be divided pro-rata among the entities imposing the taxes and the Assessments without preferring one entity over another. During the term of this Agreement, only the Tax Assessor-Collector will collect the installments of the Assessments. If any payments are received by the City for amounts billed by the Tax Assessor-Collector on the City's behalf, they will be remitted to the Tax Assessor-Collector. The City will notify the Tax Assessor-Collector if any Assessment is prepaid to the City, in full or in part.

7. **Notice to Property Owners.** If the City has not done so before the Effective Date, then after the Effective Date and prior to the mailing by the County of the first bills for annual installments of the Assessments, the City will notify each owner of property in the District, except exempt property, by first class mail that the subsequent installments of the Assessment on the owner's property will be billed by and paid to the Tax Assessor-Collector until the owner is notified that this Agreement is terminated.

8. **Foreclosure Suits.** The City hereby agrees and expressly authorizes the County to contract on the City's behalf with private legal counsel for the collection of the delinquent installments of an Assessment, said private counsel being the same contracted by the County for the collection of delinquent property taxes. The maturity of the subsequent installments will not accelerate following a default in payment. The County and its private legal counsel will control the filing and conduct of foreclosure suits, with advice from the City. Attorney's fees, costs, and expenses of collection that are collected after the filing of a suit for foreclosure will be retained by the County in addition to the billing and collection fees provided in Section 10 below. If a suit is filed for a delinquent installment of an Assessment and delinquent taxes on the property and the suit

results in an order for foreclosure of the assessment lien and the tax lien, the City recognizes that the ad valorem tax lien is superior to the assessment lien, according to Sec. 372.018(b)(2) of the PID Act. Furthermore, the lien runs with the land, and that portion of the assessment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien, according to Section 372.018(d).

9. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to benefit a third-party beneficiary. The County and the City will act independently in carrying out their respective obligations under this Agreement, and neither the County nor the City assumes any responsibility to a third party in connection with this Agreement.

10. **Billing and Collection Fees.** As fees for the billing and collection services provided under this Agreement, the following provisions apply:

10.1 The City agrees to pay the County an annual fee for each parcel or tract of land in the District that is billed for the installment of an Assessment in an amount to be set annually by the Tax Assessor-Collector. The parcel fee for the billing and collection of the installments shall not exceed the parcel fee set for the year by the tax Assessor-Collector for the billing and collection by the Tax Assessor-Collector of property taxes for the City. The City agrees that the Tax Assessor Collector may deduct the amount of the parcel fee from the amount of the first installments collected prior to the remittance of the collections to the City. The parcel fee will be retained by the Tax Assessor-Collector to defray the costs of billing and collection.

10.2 Should the County subsequently expect to incur any actual additional costs related to discharging its duties under this Agreement such as costs required to modify software or comply with new legal requirements associated with collecting the Assessments, the County shall provide written notice to the City of the proposed additional costs (which notice must include documentation of the proposed actual additional costs). The City shall be allowed ninety (90) days to review the proposed additional actual costs and either agree to pay the County or give notice to terminate this Agreement.

11. **Entire Agreement.** This Agreement sets out the entire agreement between the County and the City with respect to the billing and collection of the Assessments and supersedes all

previous negotiations, representations, and agreements, whether written or oral. This Agreement may be amended only by a written instrument executed by the representatives of the County and the City authorized by their respective governing bodies.

12. **Notices.** Any notice that a party is required or permitted to give under this Agreement will be in writing and mailed by first class mail to the address of the other party shown below or to such other address of which the other party may notify the party in writing.

The County: Williamson County Tax Office
Attn: Williamson County Tax Assessor-Collector
904 S. Main Street
Georgetown, Texas 78626

The City: City Manager
City of Hutto, Texas
500 W. Live Oak St.
Hutto, TX 78634

With a required copy to:
City Attorney
City of Hutto, Texas
500 W. Live Oak St.
Hutto, TX 78634

13. **Limited Liability.** The County will not be liable to the City for any failure to collect the installments of the Assessments. And the Tax Assessor-Collector will not be liable to the City for any failure to collect the installments of the Assessments unless such failure is the result of the Tax Assessor-Collector's failure to perform the duties imposed on him or her by law or this Agreement. The Tax Assessor-Collector will not be liable to the City for any failure to collect the installments if the Tax Assessor-Collector's failure to perform the duties imposed by law or this Agreement was due to circumstances beyond the Tax Assessor-Collector's control. In executing this Agreement, neither the County nor the City intends to waive or will be deemed to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

14. **Applicable Law.** This Agreement will be governed, interpreted, and enforced according

to the laws of the State of Texas. The terms of the Agreement are severable. If any term or provision is held to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect.

15. **Persons Bound.** This Agreement is binding on the parties and their respective successors and assigns.

16. **Venue.** All obligations under this Agreement are performable in Williamson County, Texas. The venue for any suit over a dispute based on or arising out of this Agreement will be in Williamson County, Texas

17. **Party Representatives.** The County designates the Tax Assessor-Collector to represent the County, and the City designates the City of Hutto Finance Director to represent the City for all purposes related to this Agreement.

18. **Authorization.** The undersigned representatives of the County and the City warrant that they are duly authorized by the governing bodies of their respective political subdivisions to execute this Agreement on behalf of the parties.

*[The remainder of this page is intentionally left blank.
Signature pages and acknowledgements follow on separate pages.]*

By: _____
Bill Gravell
County Judge, Williamson County

Larry Gaddes
Tax Assessor-Collector, Williamson County

This instrument was acknowledged before me on _____, 20____, by _____, County Judge of the County of Williamson, Texas, on behalf of Williamson County, Texas.

Notary Public, State of Texas

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder
Mayor

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 20____, by _____
_____, Mayor of the City of Hutto, Texas, a home rule city, on behalf of the City of
Hutto, Texas.

(SEAL)

Notary Public, State of Texas

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2021-039 approving the proposed Specific Use Permit for the Hutto Independent School District Transportation Facility at 4035 FM 1660 North, 165 acres, more or less, of land, to allow a reduction in the required landscaping and building elevations. (Second Reading)(Ashley Lumpkin)
Meeting: Thursday, July 1, 2021
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The proposed specific Use Permit is for the Hutto ISD Maintenance Facility on the northeastern portion of the 165 acre tract.

Property Owner: Hutto Independent School District

Current Zoning: Residential

Current Land Use: Hutto ISD Campus (9th Grade Center, Ag Barn, Maintenance/Transportation Facility)

Future Land Use Designation: Institutional

SUMMARY OF REQUEST:

The property is approximately 165 acres of land and currently zoned Single-family Residential (SF-1), which allows for the school and ancillary school uses. Currently there is a 9th Grade Center, Ag Barn and Transportation Facility all under construction at the site. The proposed Transportation Facility needs a Specific Use Permit for a reduction in the required landscaping and for the building elevations. Per the Interlocal Agreement between the City of Hutto and Hutto ISD, they are allowed to apply for a Specific Use Permit for specific code deviations, including development related items.

The building elevations do not comply with section 10.406.6.4.4 of the UDC.

10.406.6.4.4 Exterior walls

Exterior walls cannot have a blank, uninterrupted length greater than 30 ft. without including two or more of these features: change in plane, change in texture or masonry pattern, windows, or other equivalent element(s) that subdivide the wall into human scale proportions. Side or rear walls may include false windows and door openings defined by frames, sills and lintels, or similarly proportioned modulations, only when actual doors and windows are not possible because of the building use.

At the June 17 City Council meeting, the building elevations were approved as a modification from the code due to the internal configuration of the building and uses within. However, the trees are still desired and the update on this agenda is to further expand on where the required trees will be planted on the property as an alternative to the standards UDC requirements. The addition of the building and parking area adds 44,701 sqft of impervious coverage to the site, thus approximately 27

AGENDA ITEM REPORT



trees (44,701 x 15% required landscape area with two trees and four shrubs required for each 500 sqft of landscaped area). The UDC 10.407.3.1 states landscape standards to no apply to active agricultural uses, thus the ISD is using this language to further reduce the landscaping requirements for the Ag barn.

The inter-local agreement, attached, further outlines landscaping requirements: Because the District has specific requirements for security at its educational facilities and since the District provides adequate landscaping and tree protection for its educational facilities, the City will provide a review of plans for compliance with the City's landscape and tree ordinance pertaining to interior landscaping that can be approved and modified through the SUP process.

Thus, the District is requesting a reduction in landscaping to provide nine trees along FM1660N and forgo the tree planting within the developed site of the transportation center.

Public Notice:

Per Section 10.203 of the UDC, all property owners within 600 feet of the site were notified. As of the writing of this staff report, there have been no responses.

STAFF REVIEW:

Staff and Planning and Zoning Commission recommend approval of the proposed Specific Use Permit with the condition that trees be planted along the FM 1660 frontage of the maintenance facility.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

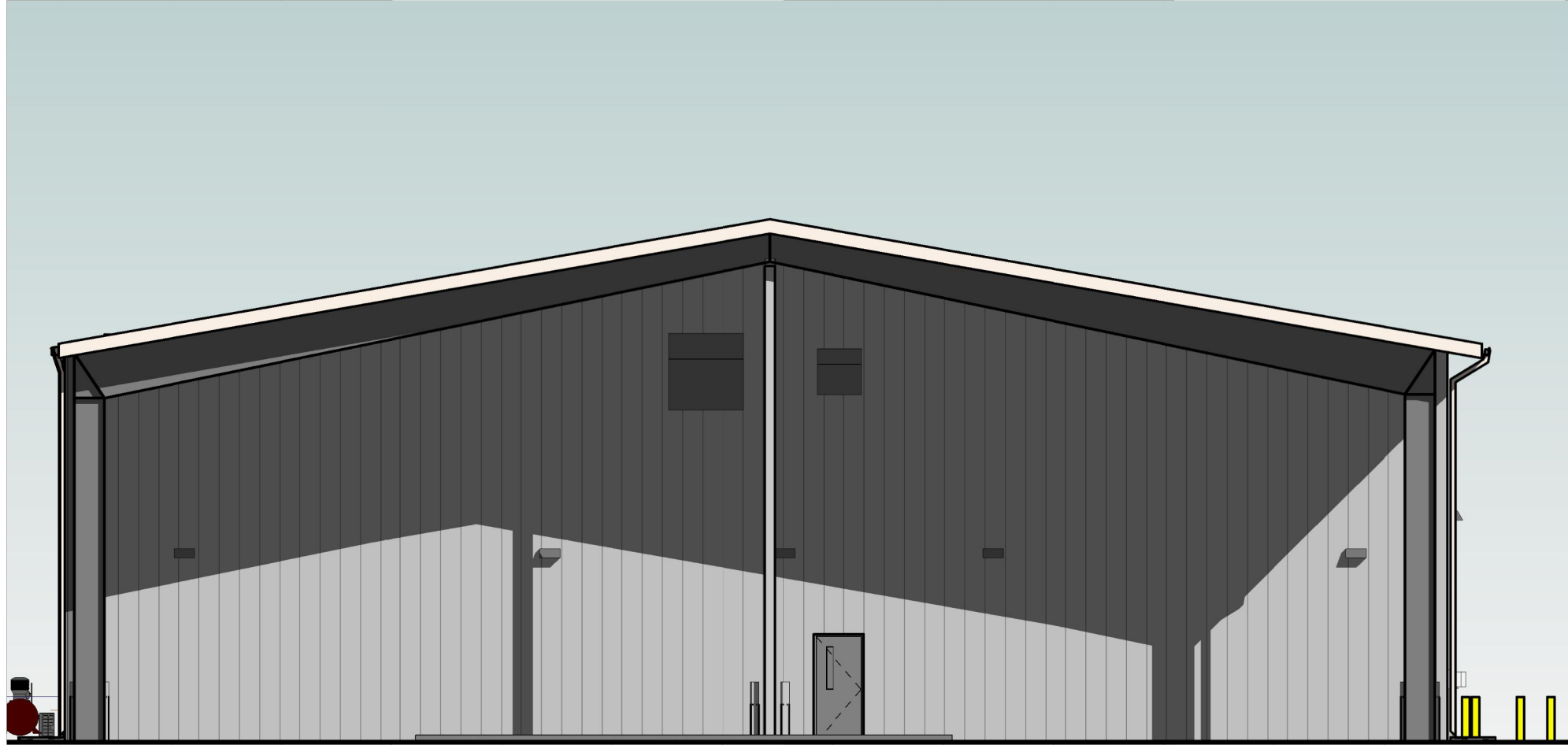
ATTACHMENTS:

1. Elevations
2. SitePlan
3. LOI
4. Resolution-R-2019-02-21-10B-Resolution Approving Interlocal Agreement between COH and Hutto ISD to Establish Land Development Standards and Procedures
5. HISD_North_9th_Grade_Campus
6. (Ord)4035FM1660N(HISD)-SUP

AGENDA ITEM REPORT

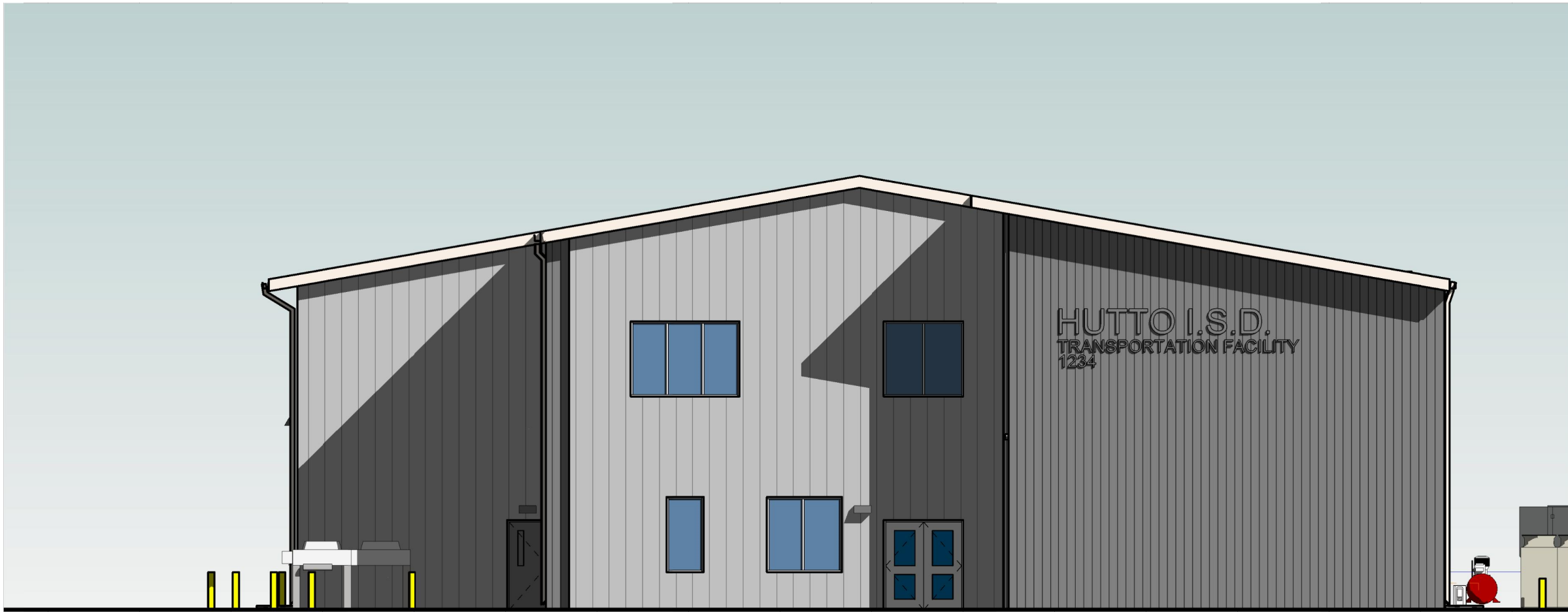


-
7. Overall Site Plan Page
 8. A1.00 - ARCHITECTURAL SITE PLAN_SUP PLANTING



WEST ELEVATION - COLOR
SCALE: 1/8" = 1'-0"

4



EAST ELEVATION - COLOR
SCALE: 1/8" = 1'-0"

3



LIGHT GRAY COLOR IN RENDERINGS TO MATCH METAL PANEL
COLOR AT SUPPORT SERVICES BUILDING
GALVALUME METAL ROOF TO MATCH SUPPORT SERVICES BUILDING
GUTTERS, DOWNSPOUTS, AND FASCIA TRIM TO MATCH
SUPPORT SERVICES BUILDING



MBCI COLOR "CHARCOAL GRAY"

DARKER METAL PANEL SHALL BE SIMILAR TYPE, BUT
DARKER COLOR THAN FIELD. SIMILAR TO SWATCH SHOWN

TINTED, INSULATED GLAZING AT WINDOWS & DOORS



NORTH ELEVATION - COLOR
SCALE: 1/8" = 1'-0"

2



SOUTH ELEVATION - COLOR
SCALE: 1/8" = 1'-0"

1

Received 4/20/2021



pfluger

Office: 512.478.4840 | Fax: 512.478.4899
209 E. Riverside Drive Austin, Texas 78704
pflugerarchitects.com

HUTTO ISD TRANSPORTATION FACILITY

HUTTO, TX 78634

HUTTO INDEPENDENT SCHOOL
DISTRICT

200 COLLEGE STREET
HUTTO, TX 78634

INTERIM FOR
REVIEW ONLY

THIS DOCUMENT IS
INCOMPLETE AND CANNOT BE
USED FOR REGULATORY
APPROVAL, PERMITTING,
BIDDING OR CONSTRUCTION.
ARCHITECT: BRAD D. PFLUGER
ARCHITECT REG. NO.: 12132
DATE: 12/8/2020

PROJECT NO. 19-076
DATE 09/24/2020
DRAWN BY: Author
CHECKED BY: Checked
REVISIONS:
Date Description

PERMITTING
G0.05
COLOR ELEVATIONS



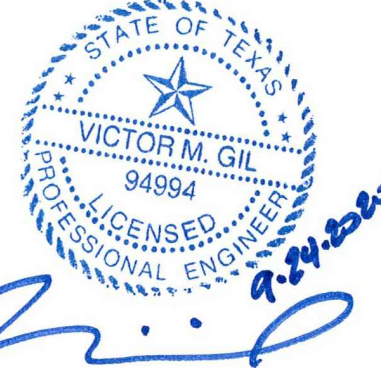
GIL ENGINEERING
CONSULTING ENGINEERS - PLANNERS - SURVEYORS - DESIGNERS
504 E. BRAKER LANE, AUSTIN TEXAS 78753
PHONE (512) 835-4203 FAX (512) 835-4407

PROJECT TITLE: HUTTO I.S.D. TRANSPORTATION FACILITY

SHEET TITLE: BUILDING ELEVATIONS

DATE: 9-24-2020

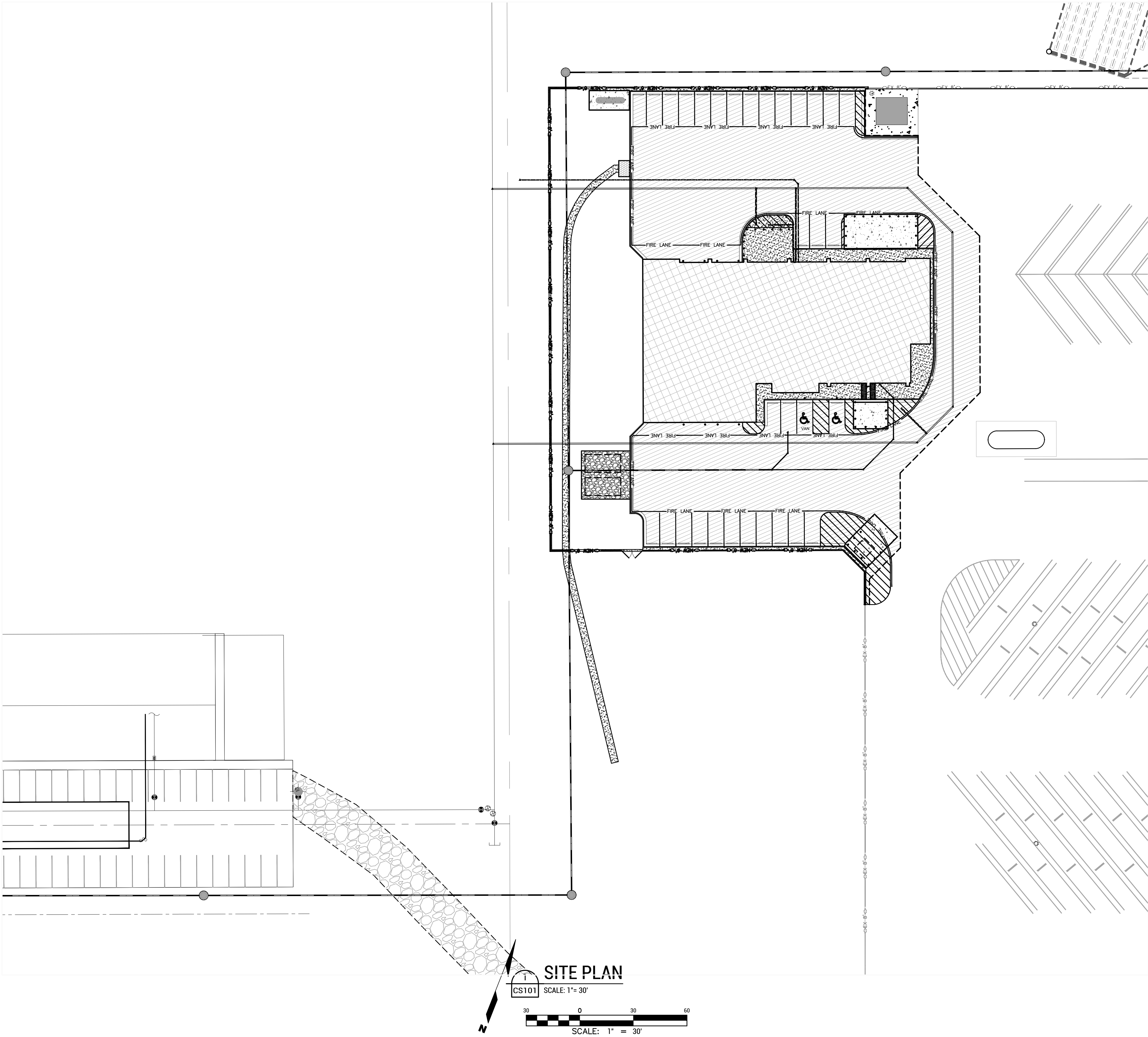
DRAWN:



REVISIONS:

SHEET NUMBER

CS103



SEQUENCE OF CONSTRUCTION

- A. AFTER THE ACQUISITION OF ALL REQUIRED PERMITS, NOTIFY THE ENGINEER AND OWNER DEPARTMENT FOR A PRE-CONSTRUCTION CONFERENCE 3 DAYS IN ADVANCE.
- B. INSTALL THE TEMPORARY EROSION/SEDIMENTATION CONTROLS.
- C. ROUGH GRADE THE DETENTION POND FOR A SEDIMENTATION TRAP
- D. DEMOLITION AND ROUGH GRADING.
- E. CONSTRUCTION OF STORM WATER SYSTEM.
- F. FINISH GRADING. INSTALL INLET SILT PROTECTION FOR THE STORM SEWER SYSTEM AFTER THE INLET IS CONSTRUCTED.
- G. PLACEMENT OF PARKING SURFACE MATCHING NEW GRADE.
- H. INSTALL PERMANENT EROSION CONTROLS.
- I. OBTAIN CONCURRENCE LETTER FROM ENGINEER, AND THE FINAL INSPECTION WILL BE SCHEDULED UPON RECEIPT OF THE LETTER
- J. REMOVE TEMPORARY EROSION CONTROLS AFTER ACCEPTANCE OF THE PERMANENT CONTROLS.

PARKING CALCULATION TABLE

EXISTING BUILDING

OFFICE SPACE	REQUIRED SPACES
14,809 S.F. G.F.A.	1 per 400 s.f. G.F.A.
	37 SPACES REQUIRED

NEW BUILDING

OFFICE SPACE	REQUIRED SPACES
12298 S.F. G.F.A.	1 per 400 s.f. G.F.A.
	31 SPACES REQUIRED
VEHICLE STORAGE	REQUIRED SPACES
80 STORED VEHICLES	1 per stored vehicle
	82 SPACES REQUIRED
TOTAL PARKING REQUIRED	150
PARKING PROVIDED	179
HANDICAPPED SPACES REQUIRED	6 CAR
	2 VAN
HANDICAPPED SPACES PROVIDED	7 CAR
	3 VAN

TRANSPORTATION PARKING TOTALS

EXISTING PARKING TOTAL	
BUS	82
CAR	149
IMPROVEMENTS PARKING TOTAL	
BUS	82
CAR	179

Fire Department Notes

- An all weather driving surface must be installed in locations shown on the site plan to be fire lanes, prior to any building construction beyond the foundation phase.
- The four and one half-inch steamer opening must face the driveway or street with three to six feet set backs from the curb line(s). No obstruction is allowed within three (3) feet of any fire hydrant, and the four and one half opening must be totally unobstructed from the street/driveway.
- All pervious/decorative pavements shall be engineered and installed for 75,000 lb. live-vehicle loads. The District must approve any pervious/decorative paving within 100 ft. of any building.
- Commercial dumpsters and containers with an individual capacity of 1.5 cubic yards or greater shall not be stored or placed within ten- (10) ft. of openings, combustible walls, or combustible eave lines.
- Vertical clearance required for fire apparatus is 13 feet, 6 inches, for the full 25 feet width of all access drives and routes for internal circulation. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with approved provisions for the turning around of fire apparatus.
- Fire lanes shall be stenciled "FIRE LANE-TOW AWAY ZONE" in white letters three inches tall, at intervals not to exceeding 35 feet. Curbs along the fire lanes shall be painted red in areas as indicated on the site plan. Where no curb and gutter exists, fire apparatus access roads shall be marked with permanent FIRE LANE- TOW AWAY ZONE signs at intervals not exceeding 50 feet. Signs shall have a minimum dimension of 12 inches wide and 18 inches high and have red letters on a white reflective background. Signs shall be posted on one side or both sides of the fire apparatus road as required by local amendments.

Impervious Cover Table												
Description	Existing Impervious Cover			Removed Impervious Cover			Proposed Impervious Cover			Total Net Impervious Cover		
	Sq. Ft.	Acres	% of Site	Sq. Ft.	Acres	% of Site	Sq. Ft.	Acres	% of Site	Sq. Ft.	Acres	% of Site
Buildings	14809	0.34	1%	0	0.00	0%	12298	0.28	1%	27107	0.62	2%
Concrete	3956	0.09	0%	0	0.00	0%	6300	0.14	0%	10256	0.24	1%
Asphalt	275730	6.33	17%	8020	0.18	0%	26103	0.60	2%	293813	6.75	18%
Totals	294495	6.76	18%	8020	0.18	0%	44701	1.03	3%	331176	7.60	21%
Site Totals	1608409	36.924	100%									

Received 4/20/2021



GIL ENGINEERING
CONSULTING ENGINEERS - PLANNERS - SURVEYORS - DESIGNERS
504 E. BRAKER LANE, AUSTIN TEXAS 78763
PHONE (512) 835-4203 FAX (512) 835-4407

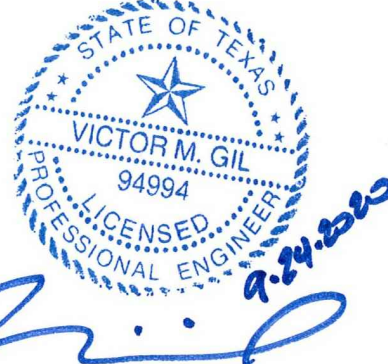
Texas Registered Engineering Firm #1186

PROJECT TITLE: HUTTO I.S.D. TRANSPORTATION FACILITY

SHEET TITLE: SITE PLAN

DATE: 9-24-2020

DRAWN:



REVISIONS:

SHEET NUMBER

CS101



ATTN: City of Hutto

Letter of Intent

To Whom it may concern,

We write this letter to inform the City of Hutto that this specific use permit is being submitted for the construction of a new transportation facility for Hutto Independent School District. This SUD application process is in keeping with the interlocal agreement between the City of Hutto and Hutto ISD. This project is located at FM 1660, Hutto, Texas 78634.

If at any point during the review of the documents contained within there arise any issues, please contact Desmon Odunusi with Pfluger Architects to resolve them.

In keeping with the requirements of the SUP application, a list of the property owners within 200ft of the above referenced property, as listed by WCAD are listed below:

1. KRUGER, RICKY D & BRENDA K SLADEK & TIMOTHY R KRUGER
2. SLADEK, HOWARD
3. PETERSON HILDA J TR OF PETERSON FAMILY TRUST DECEDENTS TRUST B

Best,

Desmon Odunusi
Pfluger Architects 512.476.4040
Assistant Project Manager

RESOLUTION NO. R- 2019-02-21-10B

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF HUTTO, TEXAS, A TEXAS AND HUTTO INDEPENDENT SCHOOL DISTRICT TO ESTABLISH LAND DEVELOPMENT STANDARDS AND PROCEDURES FOR CONSTRUCTION OF FACILITIES.

WHEREAS, Section 212.902 of the TEX. LOC. GOV'T CODE authorizes a school district and a municipality to enter into an agreement with the board of trustees of the school district to establish review fees, review periods, and land development standards ordinances and to provide alternative water pollution control methodologies for school buildings constructed by the school district; and;

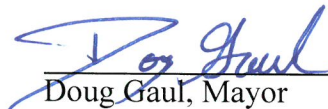
WHEREAS, the City of Hutto and Hutto Independent School District have agreed to establish mutually acceptable land development standards and procedures for the construction of the District's educational facilities which will provide predictability and reduced costs while insuring that the public health, safety and welfare are protected;

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

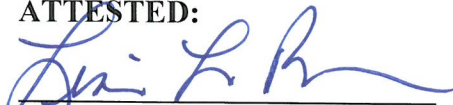
That the City Council of the City of Hutto authorizes the Interlocal Agreement between the City of Hutto and Hutto Independent School District

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **21st** day of **February 2019**.

THE CITY OF HUTTO, TEXAS


Doug Gaul, Mayor

ATTESTED:


Lisa L. Brown, City Secretary

INTERLOCAL AGREEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

This Interlocal Agreement (this “agreement”) is entered into effective as set forth below, by and between the City of Hutto (the “City”), a home rule municipality organized and existing under and in accordance with Texas law, and the Hutto Independent School District (the “District), an independent school district organized and existing under and in accordance with Texas Law.

WITNESSETH:

WHEREAS, the City through its ordinances and regulations maintains land use controls and site development regulations for the protection of the public health, safety and welfare of its citizens;

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

WHEREAS, a portion of the boundaries of the District lie within the corporate limits and extraterritorial jurisdiction of the City;

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

WHEREAS, the City and the District desire to establish mutually acceptable land development standards and procedures for the construction of the District's educational facilities which will provide predictability and reduced costs while insuring that the public health, safety and welfare are protected;

NOW THEREFORE; in consideration of the mutual covenants contained herein and pursuant to Section 212.902 of the Texas Local Government Code, the City and the District hereby agree that the future development, construction, and expansion of education facilities of the District within the corporate limits and extraterritorial jurisdiction of the City shall be in accordance with objectives, standards, and procedures set forth in this Agreement.

GOALS/PURPOSE

1. Establish consistent land development standards
2. Establish consistent review procedures and review periods for educational facilities constructed by the District within the City's corporate limits or extraterritorial jurisdiction, as applicable and appropriate.
3. Provide cost-effective educational facilities as well as provide safety to the citizens and children of the District and the City.
4. To the greatest extent possible minimize site review fees and review periods.
5. Establish regular effective communication and maintain a cooperative working relationship with the goal of enhancing public education

The District acknowledges its legal obligation to comply with all applicable state, local and federal regulations relating to land development and construction.

SITE SELECTION PROCESS

- Development standards should be a guideline for the selection and/or designation of land as a site for an educational facility to be built.
- The District agrees to formally meet with the City and regularly communicate to discuss applicable site selection and development issues prior to the District finalizing property acquisition. More importantly, the District and the City will work jointly to make the site and/or expansion of a proposed educational facility operationally safe and cost effective.
- To the extent feasible, the District and the City will identify potential future school sites as part of prudent, long range planning, as has been a recent practice, as the City discusses development projects or accepts development applications from owners or developers of land in the immediate vicinity of an identified potential school needs, the City will request that the owner or developer meet with representatives of the District to discuss development plans with the hopes of locking in school site set-asides.

PREDEVELOPMENT, DEVELOPMENT AND BUILDING PERMIT PROCEDURES

Predevelopment Meeting. Representatives of the District and the City, including any professionals engaged by either party, or their designees, shall meet at least 60 days prior to the submittal of any development permit application by the District. Consideration should be given to various development issues, including:

- a) driveway locations
- b) school zone limits
- c) potential deviations from the standards of development ordinances and rules
- d) potential off-site improvements required and responsibilities to provide such improvements
- e) processing concurrent applications, as applicable, to reduce development processing timeframes.

Once the City and the District agree on development codes that are applicable to a particular permit application during the predevelopment meeting, the development issues shall be put in written form and submitted as part of the District's development applications so that the District develops the site in accordance with the development codes discussed at the predevelopment meeting.

The District will provide a schematic plan of the site to the City at the predevelopment meeting. The schematic plan will be reviewed to allow discussions on the layout and articulation of the project. It is anticipated that the City will recommend school site zoning that is residential and then under the provisions of the Specific Use Permit (SUP) process, zoning and uses of a school site can be tailored to support the educational mission of the district. It is the intent of the City to provide flexibility through the SUP process.

Platting. The District should comply with the City's Subdivision Ordinance unless reasonable deviations are considered and approval is provided by the City in writing. The City should notify the District within 10 working days of submittal and indicate any application's deficiencies. The City agrees to review all subdivision applications within 10 working days.

After the District's receipt of written comments from the City, the District shall submit written responses to the City's comments within 15 working days of receipt. In the event all such comments indicate that additional matters remain unresolved, the City Manager and HISD Superintendent, or their representatives, shall meet to resolve the remaining issues preventing approval.

A Preliminary Plat and Final Plat approval must be obtained prior to issuance of a site plan and Certificate of Occupancy by both the City and the ESD#3. However, the District reserves the right to request a temporary certificate of occupancy in accordance with City ordinances and ESD requirements to both the City and ESD#3 for approval.

Building and Site Development Permits. The District shall obtain a Site Development Permit and a Building Permit, as applicable, from the City prior to commencement of construction.

Fees. Utility impact fees for city water and wastewater are not permissible in the law with respect to public school site development and therefore these are waived as per the City Ordinance process. Other utility fees and other Development fees will be paid, as applicable.

Annexation. The property will be annexed within 120 days of ownership or a minimum of 60 days prior to the first permit application through contiguity of property or through continuity of development agreements, as applicable.

Traffic Impact Analysis (TIA). In the event the District acquires a site and such site is not part of a subdivision (existing or planned) for which a TIA has already been approved, or the approved TIA does not include traffic generated by the educational facility proposed to be located at such site, then the District recognizes it shall be required to prepare a TIA to accompany the development and be responsible for traffic improvement costs, as applicable.

The TIA will determine boundary and off-site transportation improvements needed as a result of projected traffic to be generated by all proposed facilities on a total site area under the control of the District. If more than one school and/or if a site is to be multi-phased, all associated facilities will be reflected in the TIA. However, a phasing plan for the construction of educational facilities will be proposed by the District which will be considered in the TIA and affect transportation improvements phasing as determined by the District's traffic consultant.

The district's registered professional engineer and the City will meet to determine the geographic area to be included and will include the following:

- Trips to be generated by the proposed development

- Assignment of such trips to the road network analyzed
- The capacity of affected roadways before and after the proposed development
- Specific recommendations for roadway improvements and traffic control modifications needed to mitigate the traffic from the proposed development
- The project's proportionate share of improvements and modifications.

In the event the District is responsible for 100 percent of the proportionate share of the improvements and modifications described in the TIA approved as set forth above, the District will install all improvements and make necessary public dedications as recommended by the approved TIA. In the event that the District's proportionate share of improvements does not cover all referenced improvements and modifications, the City and District shall meet to discuss possible solutions, including construction of the required improvements by a third-party developer. In no event shall the District be responsible for installing more roadway improvements than are required.

With respect to right of way dedication, the Board of Trustees of the District may not give public school property away. It must either be sold via formal appraisal and competitive bidding post a resolution to do so and/or justification of a dedication of right of way must be clearly articulated so as to avoid legal jeopardy of a gift of public funds. The District will work with the City in good faith to provide the necessary justification to avoid having the City pay for Right of Way dedication.

Utilities. The District or developer will be responsible for extending utilities, if such extension is necessary, to serve any new educational facilities developed. Wherever and whenever possible, the District wants to avoid reimbursement situations. Construction funds are finite and if the district must bear any portion of a utility infrastructure, the District prefer that it is the actual cost of the District's portion of a utility extension if there are other end-users and developers involved.

However, where this may not be possible and if the District extends utilities, the District shall be reimbursed the proportionate amount of any connections by any third parties made on such extension of impact fee eligible lines. This will need to be memorized in a separate agreement with the Developer.

If District extends utilities and the City desires to oversize such utilities, then the construction cost shall be shared proportionately by the District and the City.

Sidewalks. The District shall install six foot wide concrete sidewalks along all arterial streets and five foot wide concrete sidewalks along collector or local streets that are on-site sidewalks on the District's property or within the right-of-way immediately abutting the District's property and run generally parallel and adjacent to the public road frontage. The sidewalks shall be built according to City standards.

Improvements within the City Right of Way (ROW). The City may administratively approve any improvements within City ROW required for school and related facility construction.

School Traffic Control Plan. To the extent reasonably discernable at the time the TIA is approved, the District will submit plan details of District's ingress/egress, pedestrian pathways, off-site sidewalks and traffic control plan in conjunction with the site plan review process. The District shall submit Traffic Control Plan as well as the information required in City Ordinance 22.03.034. and will comply with the City's School Zone Ordinance.

Masonry/Facade Requirements.. The City will review, through the Specific Use Permit process architectural design review to allow for flexibility on the school site.

Parking Needs. The City will review plans for compliance with off-street parking requirements, however the Specific Use Permit can allow for flexibility in terms of parking requirements. The City will work with the District with assessing parking needs and providing for off-street parking.

Inspections. The City can provide inspections, or alternatively will accept third party inspections that will be submitted to the City for the building permit record file and in compliance with City adopted Codes. The City will conduct inspections for all improvements to City's Right-of-way.

In lieu of the City performing full building inspections, the City will accept sealed engineer's and architect's letters certifying compliance with the approved building inspections. The District may use the City or an independent certified inspection company. In no event shall the City be responsible for defects from the approved plans that might normally be discovered during the normal course of full inspections had the City otherwise performed such inspections instead of a certified inspection company. However, the District will submit their inspection reports for inclusion in the City's School Building Permit Record File.

Fire inspections in the building and compliance process will be handled by ESD #3, as applicable.

Minor Revisions to Approved Development Plan Prior to or During Construction. The District may submit to the City minor revisions, as applicable, to an approved development plan prior to or during construction.

Fiscal Surety. In the event the District constructs or intends to construct any street, drainage, or utility lines or facilities which are to be dedicated or conveyed to the City for ownership and operation (a "Public Improvement"), the District shall not be required to post any escrow, letter of credit, bond or other form of financial guarantee so long as the District otherwise delivers to the City a letter of agreement from the Superintendent in a form agreeable to the City agreeing on behalf of the District to construct such Public Improvements. The District shall construct all improvements required by City ordinance and TIA as a condition of approval of a Site Plan, Building Permit, or recordation of Final Plat, as applicable. In the event such Public Improvements are constructed by any individual.

The District will provide the standard two year warranty/maintenance bond (part of construction warranty and bond requirements the District will have in place in regards to its Construction Manager.) as required by City Ordinance.

LANDSCAPING

City Landscape Regulations. Because the District has specific requirements for security at its educational facilities and since the District provides adequate landscaping and tree protection for its educational facilities, the City will provide a review of plans for compliance with the City's landscape and tree ordinance pertaining to interior landscaping that can be approved and modified through the SUP process. The District will submit for review all landscaping within the City's rights of way.

LANDSCAPE PLANTING GUIDELINES

- Preserve existing trees where practical, as determined by the District.
- Plant material is hardy to the area climate and local soils.
- Plant material is to be low in water requirements
- All planting beds and tree pits are to be mulched with shredded wood or decomposed granite to retain soil moisture and reduce weed growth

- Do not plant shrubs at building entrances and parking areas for security reasons.
- Stake trees to prevent wind damage.
- Use plant materials and trees native or adapted to the area. (the District has a set of landscaping standards based on urban forestry planning for Central Texas to include a variety of practical specimens that we can include as an attachment)
- Plant trees a minimum of 2-1/2" caliper in size
- Provide a watering ring around each tree pit.
- Plant all trees in native soil amended only with compost.

SPRINKLER IRRIGATION

- Irrigate play and athletic fields and high traffic areas, as determined by the District.
- Irrigation system will be operated with an automatic controller capable of multiple programs and start times.
- Irrigation system will have a "rain and freeze" detection switch.
- Adjustable flow controls will be used in areas of high pressure.
- Backflow prevention as per local codes will be installed.
- Sprinkler heads will be nozzled to produce minimal overspray and runoff.
- Turf will be sectioned separately from shrub and bed areas. Check valves will be used to prevent low head drainage.

LIGHTING, SIGNS, CONSTRUCTION/CONCRETE POURS, DAMAGE TO PUBLIC FACILITIES

Facility Lighting. Exterior lighting of any educational facilities of the District shall be directed away from existing residential uses and public streets to the extent reasonably practical. Any outdoor competition facilities of the District, including, but not limited to, football, baseball or soccer stadiums, which provide public seating shall be reviewed for lighting requirements set forth in the City's Codes and Ordinances, and will not be unreasonably withheld by the City. Residential uses shall include existing and any planned uses for future residential use.

Sign Permits. A sign that will be included within a new educational facility site shall be reviewed by the City and shall require a separate sign permit to be applied for or issued to ensure signs are placed safely, particularly if it includes an electronic reader board, and one that might obstruct visual clearance. Small signs on the building or small directional signs may be exempted.

Construction/Concrete Pours. The District shall not be exempt from any regulation or ordinance regarding the time or day that construction is undertaken and/or concrete/or similar material is poured, laid or constructed at any construction site. In the event the District proposes to undertake "early" morning concrete pours, it will first obtain specific approval from the City Manager through the applicable permit. If such approval is obtained, the District will post a temporary sign or signs on the District's property in the best location to notify the citizens of the surrounding area of such pours and shall take all reasonable precautions to assure that such activities will minimize any nuisance(s) to any of the adjacent residents.

Damage to Public Facilities. Any utilities, curbs, pavement, sidewalks, structures, or any public facility, etc., on City property or public ROW within City limits that are damaged or removed during construction shall be repaired or replaced by the District at no cost to the City.

CITY OF HUTTO

By: _____

Name: Odis Jones, City Manager

Date: _____

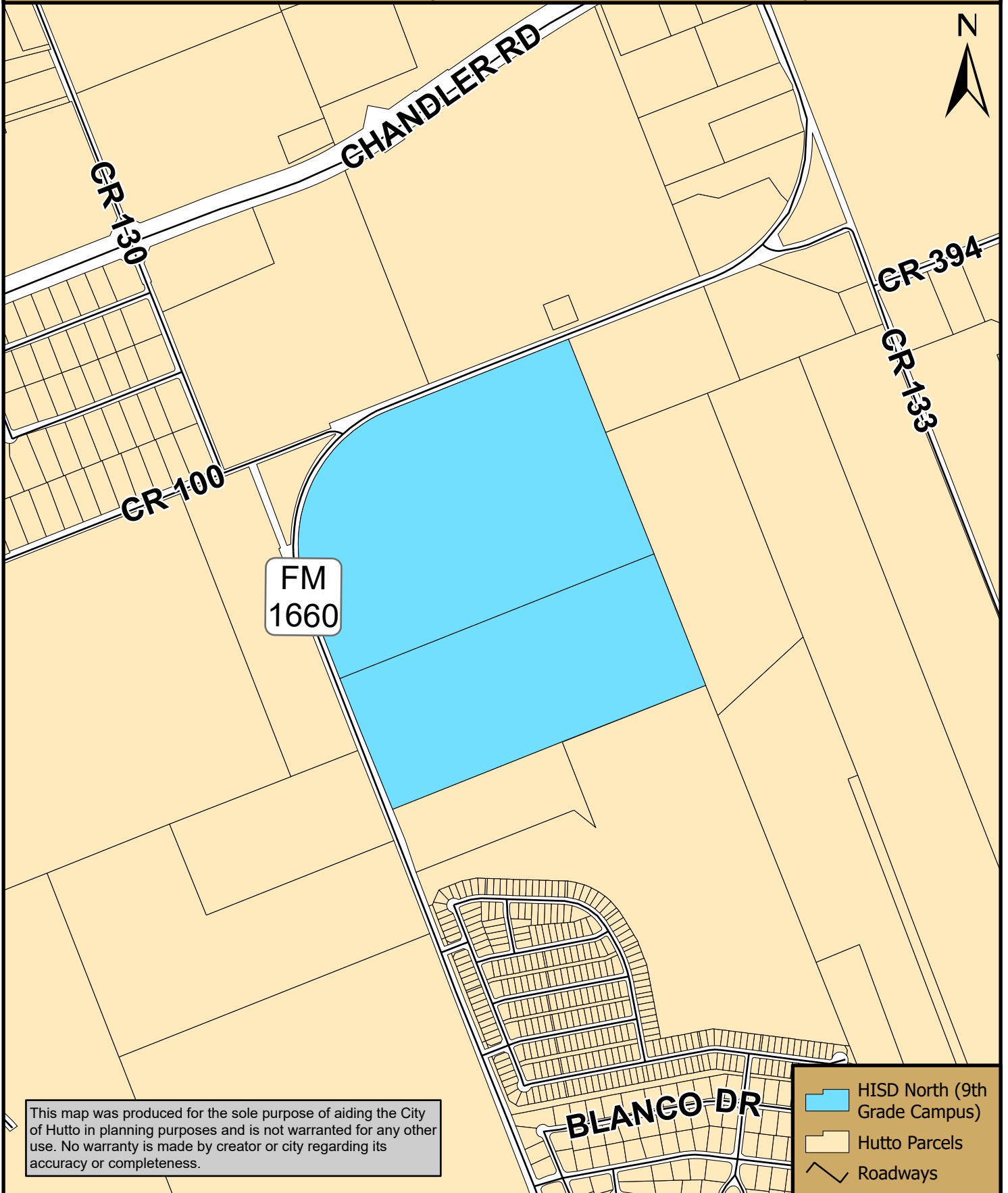
HUTTO INDEPENDENT SCHOOL DISTRICT

By: _____

Name: Celina Estrada-Thomas, Superintendent

Date: _____

HISD North (9th Grade Campus)



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

ORDINANCE NO. O-2021-039

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A REDUCTION IN THE REQUIRED LANDSCAPING AND BUILDING ELEVATION AT 4035 FM 1660 NORTH, 165 ACRES, MORE OR LESS, OF LAND, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to grant a Specific Use Permit to allow a reduction in the required landscaping and building elevations at the property known as the Hutto ISD Transportation Facility at 4035 FM 1660 North, described in Exhibit "A", being attached hereto and incorporated herein, and;

WHEREAS, on the 1st day of June, 2021, after proper notification, the Planning and Zoning Commission held a public hearing on the proposed Specific Use Permit request, and;

WHEREAS, the Planning and Zoning Commission recommended approval with conditions of the proposed Specific Use Permit request on the 1st day of June, 2021, and;

WHEREAS, on the 17th day of June, 2021, after proper notification, the City Council held a public hearing on the proposed Specific Use Permit request, and;

WHEREAS, the City Council determines that the regulations 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, and Article 14.02.002, Code of Ordinances (2007 Edition), City of Hutto, Texas 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.

In accordance with the Unified Development Code Sections 10.203.18 and 10.204.2, the City Council has considered and made findings on the following matters regarding the proposed Specific Use Permit request:

10.203.18.3 Criteria

- The proposed use conforms to the Unified Development Code and is consistent with the comprehensive, neighborhood and other applicable land use and development plans.
- The proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.
- The site is a legal building lot.

10.203.18.5 Conditions

- The Planning and Zoning Commission and/or City Council may impose conditions on a specific use permit.

- Specific use permit approval does not run with the land, and expires with the end of the approved use.

10.203.18.6 Amendments

- Technical or engineering considerations during construction may call for minor deviations from approved specific use permits. Development Services staff may approve minor deviations if they conform to City regulations, and are consistent with the intent of the original specific use permit approval.
- Changes to approved specific use permits that Development Services staff finds are not minor deviations, including Planning and Zoning Commission imposed conditions, require approval through specific use permit review process, requiring a new application.

10.204.2 Effective date and expiration

- Specific use permits expire one (1) year from the date of approval by City Council.

2.

This Specific Use Permit request is subject to the conditions as identified by the City Council and incorporated herein. No permits shall be issued unless all of the following requirements are satisfied:

- Any future development, other than the use specified for this request, on the lot is required to obtain City Council approval prior to permitting.

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 **17th** day of **June, 2021** 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 **17th** day of **June, 2021** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

Holly Nagy, City Secretary

SEQUENCE OF CONSTRUCTION

A. AFTER THE ACQUISITION OF ALL REQUIRED PERMITS, NOTIFY THE ENGINEER AND OWNER. DEPARTMENT FOR A PRE-CONSTRUCTION CONFERENCE 3 DAYS IN ADVANCE.

B. INSTALL THE TEMPORARY EROSION/SEDIMENTATION CONTROLS.

C. ROUGH GRADE THE DETENTION POND FOR A SEDIMENTATION TRAP

D. DEMOLITION AND ROUGH GRADING.

E. CONSTRUCTION OF STORM WATER SYSTEM.

F. FINISH GRADING. INSTALL INLET SILT PROTECTION FOR THE STORM SEWER SYSTEM AFTER THE INLET IS CONSTRUCTED.

G. PLACEMENT OF PARKING SURFACE MATCHING NEW GRADE.

H. INSTALL PERMANENT EROSION CONTROLS.

I. OBTAIN CONCURRENCE LETTER FROM ENGINEER, AND THE FINAL INSPECTION WILL BE SCHEDULED UPON RECEIPT OF THE LETTER

J. REMOVE TEMPORARY EROSION CONTROLS AFTER ACCEPTANCE OF THE PERMANENT CONTROLS.

(163.89 AC.)

RICHARD H. KRUGER & WIFE

FRANCES M. KRUGER

VOL. 491, PG. 547

Description	Impervious Cover Table											
	Existing Impervious Cover			Removed Impervious Cover			Proposed Impervious Cover			Total Net Impervious Cover		
	Sq. Ft.	Acres	% of Site	Sq. Ft.	Acres	% of Site	Sq. Ft.	Acres	% of Site	Sq. Ft.	Acres	% of Site
Buildings	14809	0.34	1%	0	0.00	0%	12298	0.28	1%	27107	0.62	2%
Concrete	3956	0.09	0%	0	0.00	0%	6300	0.14	0%	10256	0.24	1%
Asphalt	275730	6.33	17%	8020	0.18	0%	26103	0.60	2%	293813	6.75	18%
Totals	294495	6.76	18%	8020	0.18	0%	44701	1.03	3%	331176	7.60	21%
Site Totals	1608409	36.924	100%									

PARKING CALCULATION TABLE

EXISTING BUILDING

OFFICE SPACE REQUIRED SPACES
1 per 400 s.f. G.F.A.
14,809 S.F. G.F.A. 37 SPACES REQUIRED

NEW BUILDING

OFFICE SPACE REQUIRED SPACES
1 per 400 s.f. G.F.A.
12298 S.F. G.F.A. 31 SPACES REQUIRED

VEHICLE STORAGE REQUIRED SPACES
1 per stored vehicle
80 STORED VEHICLES 82 SPACES REQUIRED

TOTAL PARKING REQUIRED 150
PARKING PROVIDED 179

HANDICAPPED SPACES REQUIRED 6 CAR
2 VAN

HANDICAPPED SPACES PROVIDED 7 CAR
3 VAN

TRANSPORTATION PARKING TOTALS	
EXISTING PARKING TOTAL	
BUS	82
CAR	149
IMPROVEMENTS PARKING TOTAL	
BUS	82
CAR	179

Fire Department Notes

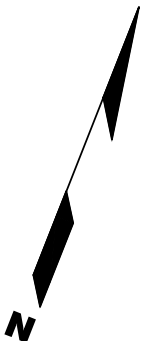
1. An all weather driving surface must be installed in locations shown on the site plan to be fire lanes, prior to any building construction beyond the foundation phase.
2. The four and one half-inch steamer opening must face the driveway or street with three to six feet set backs from the curb line(s). No obstruction is allowed within three (3) feet of any fire hydrant, and the four and one half opening must be totally unobstructed from the street/driveway.
3. All pervious/decorative pavements shall be engineered and installed for 75,000 lb. live-vehicle loads. The District must approve any pervious/decorative paving within 100 ft. of any building.
4. Commercial dumpsters and containers with an individual capacity of 1.5 cubic yards or greater shall not be stored or placed within ten- (10) ft. of openings, combustible walls, or combustible eave lines.
5. Vertical clearance required for fire apparatus is 13 feet, 6 inches, for the full 25 feet width of all access drives and routes for internal circulation. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with approved provisions for the turning around of fire apparatus.
6. Fire lanes shall be stenciled "FIRE LANE-TOW AWAY ZONE" in white letters three inches tall, at intervals not to exceed 35 feet. Curbs along the fire lanes shall be painted red in areas as indicated on the site plan. Where no curb and gutter exists, fire apparatus access roads shall be marked with permanent FIRE LANE- TOW AWAY ZONE signs at intervals not exceeding 50 feet. Signs shall have a minimum dimension of 12 inches wide and 18 inches high and have red letters on a white reflective background. Signs shall be posted on one side or both sides of the fire apparatus road as required by local amendments.

Received 4/20/2021



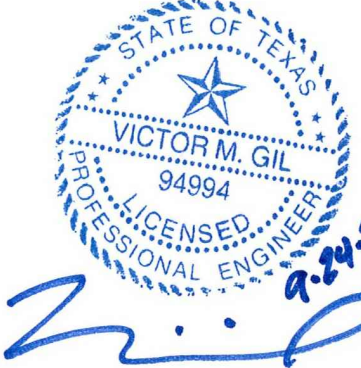
1 OVERALL SITE PLAN
CS100 SCALE: 1"= 200'

200 0 200 400
SCALE: 1" = 200'



GIL ENGINEERING
CONSULTING ENGINEERS - PLANNERS - SURVEYORS - DESIGNERS
504 E. BRAKER LANE, AUSTIN TEXAS 78763
PHONE (512) 835-4203 FAX (512) 835-4407
Texas Registered Surveying Firm 10022009

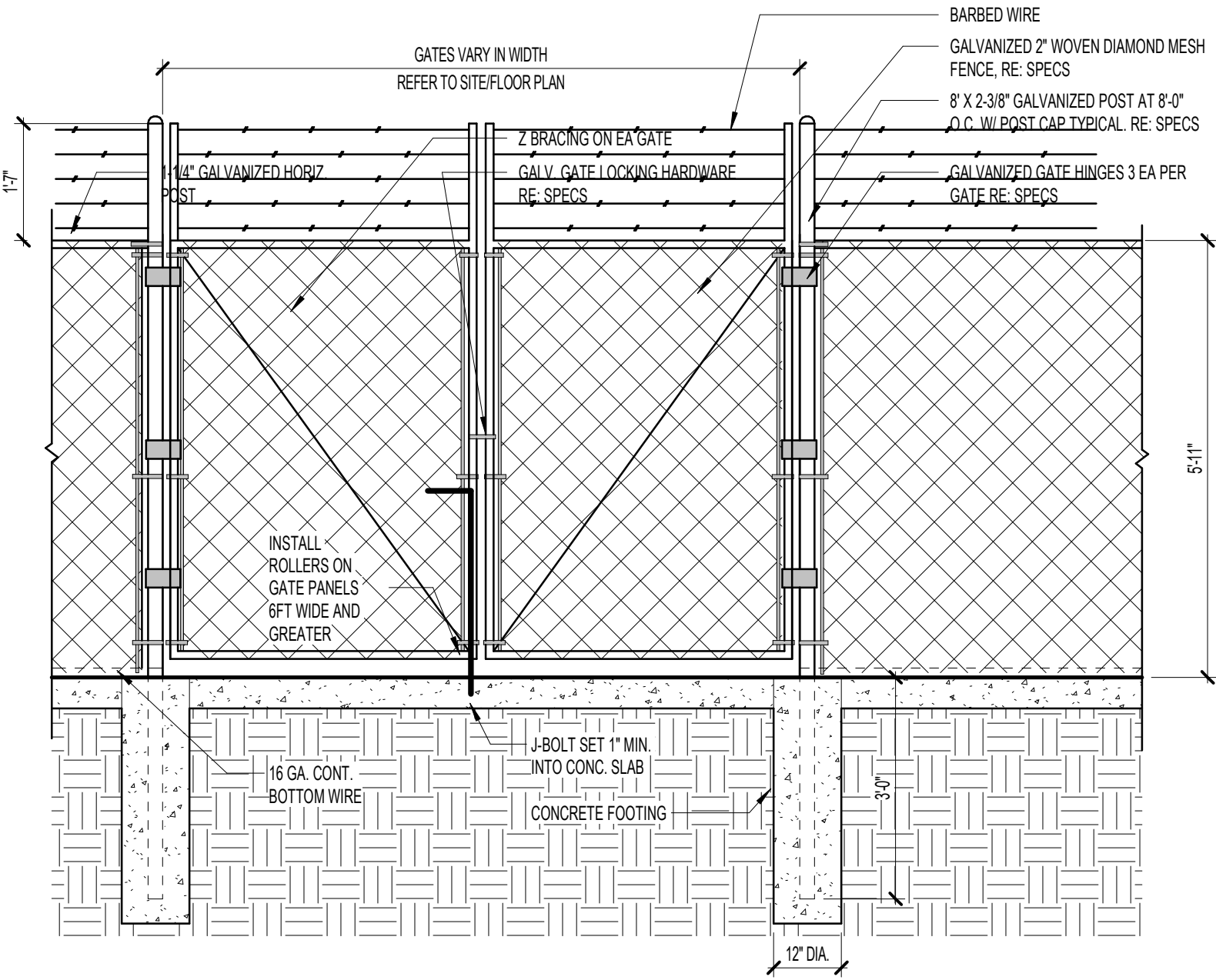
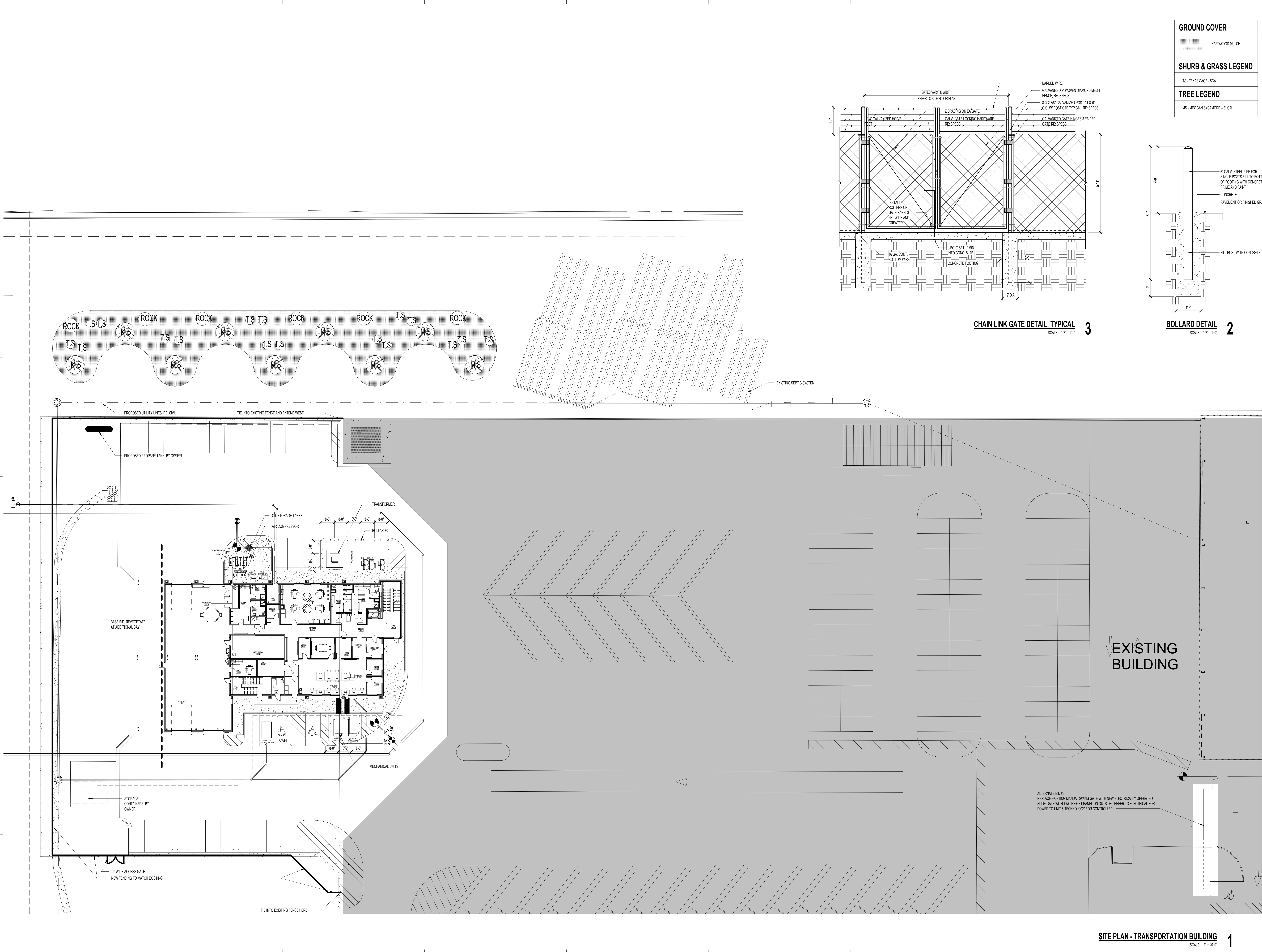
PROJECT TITLE: HUTTO I.S.D. TRANSPORTATION FACILITY
SHEET TITLE: OVERALL SITE PLAN
DATE: 9-24-2020
DRAWN:



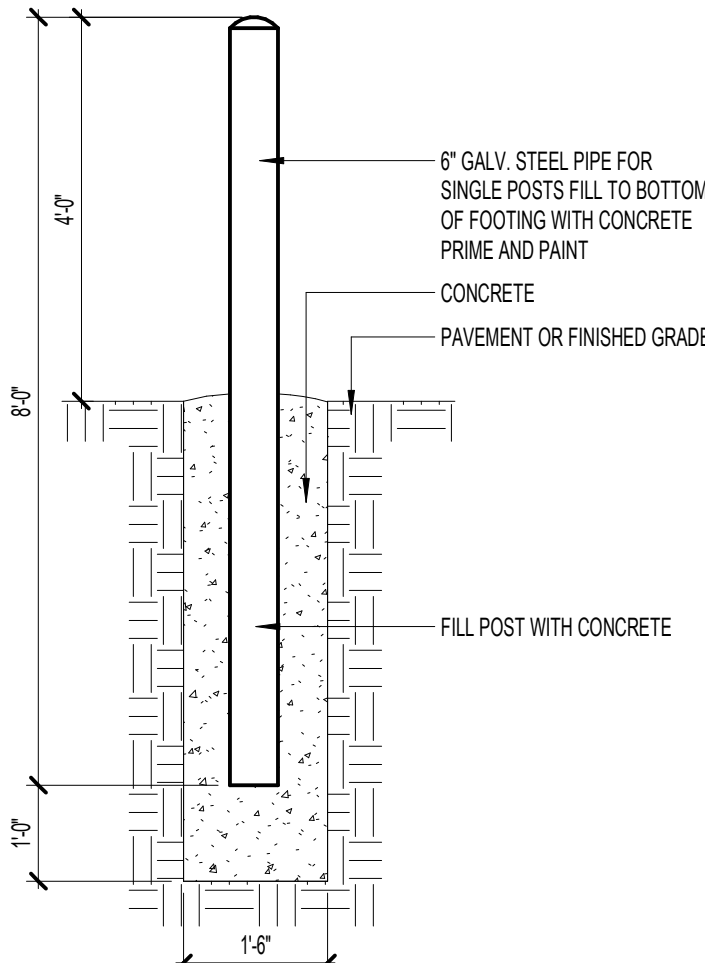
REVISIONS:

SHEET NUMBER

CS100



CHAIN LINK GATE DETAIL, TYPICAL
SCALE: 1/2" = 1'-0"



BOLLARD DETAIL
SCALE: 1/2" = 1'-0"

GROUND COVER	
	HARDWOOD MULCH
SHURB & GRASS LEGEND	
	TS - TEXAS SAGE - SGAL
TREE LEGEND	
	MS - MEXICAN SYCAMORE - 3\"CAL

SITE PLAN - TRANSPORTATION BUILDING
SCALE: 1" = 20'-0"

HUTTO ISD TRANSPORTATION FACILITY

HUTTO INDEPENDENT SCHOOL DISTRICT

INTERIM FOR REVIEW ONLY
APPROVED FOR REGULATORY REVIEW
ARCHITECT: STEF PFLUGER
ARCHITECT REG. NO.: 12132
DATE: 03/24/2021

PROJECT NO.	19-076
DATE:	06/04/2020
DRAWN BY:	JMM
CHECKED BY:	JMM
REVISIONS:	
Date	Description
1	10/12/2018 ADDENDUM #1

PERMITTING
A1.00
ARCHITECTURAL SITE PLAN

pfluger
office: 512.476.4040 | fax: 512.476.4280
209 E. Riverside Drive Austin, Texas 78704
pflugerarchitects.com

AGENDA ITEM REPORT



To: City Council

Subject: Consideration and possible action on Ordinance No. O-2021-040 amending the budget for the fiscal year of October 1, 2020 through September 30, 2021, by appropriating and setting aside the necessary funds out of the general fund for payments to Williamson County for Animal Shelter Expansion Project and YMCA of Greater Williamson County for capital repair and replacements for Hutto Recreation Center, in accordance with existing statutory requirements. (First Reading)(Lee Ann Huddleston)

Meeting: Thursday, July 1, 2021

Department: City Secretary

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Budget Amendment July 2021 - Wilco Animal Shelter Expansion Project and YMCA

ORDINANCE NO. O-2021-040

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR OF OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021, BY APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL FUND FOR PAYMENTS TO WILLIAMSON COUNTY FOR ANIMAL SHELTER EXPANSION PROJECT AND YMCA OF GREATER WILLIAMSON COUNTY FOR CAPITAL REPAIR AND REPLACEMENTS FOR HUTTO RECREATION CENTER, IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; FINDING MUNICIPAL PURPOSES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Hutto adopted the City's Fiscal Year 2020-2021 Budget in September of 2020; and

WHEREAS, pursuant to Texas Local Government Code, Section 102.010, the City Council has determined that it is necessary to amend the City's FY 2020-2021 Budget, and that the budget amendment serves a municipal purpose.

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

SECTION 1. That the appropriations for the fiscal year beginning October 1, 2020, and ending September 30, 2021, for the support of the general government of the City of Hutto, Texas, be amended as follows:

- a. By appropriating the sum of \$235,175.00 from the General Fund for funding for final payment to Williamson County for the Animal Shelter Expansion Project.
- b. By appropriating the sum of \$160,000.00 from the General Fund for funding for payment to YMCA of Greater Williamson County for capital repair and replacements for Hutto Recreation Center.

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, 2020 through September 30, 2021.

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

SECTION 4. A copy of the amended budget shall be placed in the office of the Williamson County Clerk as required by Tex. Loc. Gov't. Section 102.011.

City of Hutto
Ordinance Amending Budget

July 1, 2021
Page 1 of 2

SECTION 5. 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 6. 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 7. 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 8. 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 the first reading this the **1st** day of **July 2021**.

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

CITY OF HUTTO

Mike Snyder, Mayor

ATTEST

Holly Nagy, City Secretary

EXHIBIT A

Original Budget

General Fund

Expenditures	
Animal Shelter Expansion	-
YMCA for capital repairs and replacements	-

Budget Amendment

General Fund

Expenditures	
Animal Shelter Expansion	\$ 235,175
YMCA for capital repairs and replacements	160,000
Total Reduction in General Fund Net Assets	\$ 395,175

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-036 Amending the Lease Agreement between the City of Hutto and YMCA of Greater Williamson County dated December 15, 2011, as amended, for operations of the Hutto Family YMCA. (City Attorney)
Meeting: Thursday, July 1, 2021
Department: Legal
Staff Contact: Cristian Rosas-Grillet

BACKGROUND INFORMATION:

On December 15, 2011, the City Council authorized the Mayor to execute a 30-year lease agreement with the YMCA of Greater Williamson County for the use of the Hutto Recreation Center (the "Lease").

On May 9, 2013, the City Council approved the first amendment to the Lease to clarify changes in the scope of the facility, changes in the construction budget, and contributions from the YMCA for construction related expenses. The YMCA pledged up to \$500,000 for construction of a full-size gymnasium; City agreed to reduce rent payments in increments of \$50,000 in years 21-30 up to the actual amount paid by the YMCA for construction of the gymnasium.

On November 7, 2013, the City Council approved the second amendment to the Lease to pledge funding left in the construction contingency budget of up to \$75,000 for enhancements to the outdoor landscapes for the Hutto Family YMCA facility.

On February 25, 2021, the City Council approved a motion directing staff to amend the Lease and management agreement to modify rent terms and responsibility for capital repair and replacements for the facility.

The proposed Third Amendment to the Lease provides that YMCA shall be entitled to a credit for Rent in an amount equaling the monthly Rent ("Rent Credits") until the cumulative Rent Credits amount equals the \$500,000 contributed for the construction of the gymnasium. After the Rent Credit Period, the City agrees to reduce the monthly rent payments to \$0 for the remainder of the Lease. YMCA agrees to pay all necessary facility maintenance costs as provided in the First Amendment to the Operating Agreement between Landlord and Tenant dated July 1, 2021.

SUMMARY OF REQUEST:

STAFF REVIEW:

AGENDA ITEM REPORT



FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021-036 Hutto Resolution Approving YMCA Lease Agreement
2. Third Amendment to Lease Agreement YMCA 6.23.21
3. Resolution R-11-12-15-VI1 (2011-12-15) - YMCA Lease Agreement for Hutto Recreation Center
4. Resolution-R-13-05-09-12A1-Amending Lease Agreement with YMCA
5. Resolution R-13-11-07-12C1 (2013-11-7) - Amendment No. 2 to the Lease Agreement with the YMCA for the operation of the Hutto Family YMCA

RESOLUTION NO. R-2021-036

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE THIRD AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF HUTTO AND YMCA OF GREATER WILLIAMSON COUNTY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Third Amendment to Lease Agreement between the City of Hutto and YMCA of Greater Williamson County, and authorize the City Manager to execute the Agreement (the “Agreement”) attached as Exhibit A.

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

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: The Hutto City Council hereby approves and authorizes the City Manager to execute the Third Amendment to the Lease Agreement, attached as Exhibit “A”, a copy of same being attached hereto and incorporated herein for all purposes.

SECTION 3: 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 this 1st day of July, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

**THIRD AMENDMENT TO
LEASE AGREEMENT BETWEEN THE CITY OF HUTTO AND
YMCA OF GREATER WILLIAMSON COUNTY**

This Third Amendment to the Lease Agreement is made by and between the CITY OF HUTTO, (the “Landlord”), a municipal corporation and home-rule city of the State of Texas, and the YOUNG MEN’S CHRISTIAN ASSOCIATION OF GREATER WILLIAMSON COUNTY (the “Tenant”).

WHEREAS, the YMCA is a non-for-profit organization dedicated to building self-esteem and enriching body, mind, and spirit for persons of all ages and economic levels and addresses community needs through wellness, leadership, and family strengthening activities; and

WHEREAS, the City is charged with the responsibility of providing public facilities for the purpose of leisure time and recreation activities and health enrichment for general public wellness and fitness; and

WHEREAS, on December 15, 2011, the City and the YMCA entered into a Lease Agreement regarding the lease of a building constructed by the City for recreational purposes and a management agreement regarding such building; and

WHEREAS, the Parties desire to amend the Lease Agreement dated December 15, 2011 to clarify the responsibilities of both parties; and

WHEREAS, the Parties agree that the other terms and conditions as set forth in “Attachment A”, that document entitled “*Lease Agreement*” dated December 15, 2011, as amended, (“Agreement”), attached hereto and fully incorporated herein, shall remain in full force and effect.

NOW THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Landlord and Tenant agree that said Agreement is amended as follows:

AGREEMENT:

1. Section 7 of the agreement entitled “Rent” shall be amended by replacing subsection (b) concerning rent concessions between the Tenant and Landlord:

(b) The Tenant contributed \$500,000 to the Landlord for construction of a full-size gymnasium (“Contribution”). Notwithstanding any provision of this Section 7 to the contrary, starting the month following the effective date of this Amendment, so long as Tenant is not in default under this Lease beyond the expiration of any applicable cure period, Tenant shall be entitled to a credit for Rent in an amount equaling the monthly Rent under this Agreement (“Rent Credits”) until the cumulative Rent Credits amount equals Five Hundred Thousand Dollars (\$500,000) (each period of time in which Rent is abated to be referred to herein as “Rent Credit Period”). After the Rent Credit Period, so long as

Tenant is not in default under this Lease beyond the expiration of any applicable cure period, the Landlord agrees to reduce the monthly rent payments to \$0 for the remainder of the Lease. Tenant agrees to pay all necessary facility maintenance costs as provided in the First Amendment to the Operating Agreement between Landlord and Tenant dated July 1, 2021.

2. Section 7 of the agreement entitled "Rent" shall be amended by adding subsection (c) which states:

(c) Should the Landlord terminate the Agreement during the Rent Credit Period for a reason other than default of the Tenant as identified in Section 17, then the Landlord shall pay the Tenant an amount equal to the remaining Rent Credits.

IN WITNESS WHEREOF, the City and YMCA have made and have executed this Third Amendment in multiple copies, each of which is an original.

CITY OF HUTTO, TEXAS

By: _____
Warren Hutmacher, City Manager

Date: _____

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on _____, 2021, by Warren Hutmacher, City Manager, on behalf of the City of Hutto, a municipal corporation.

Notary Public in and for the
State of Texas

YMCA

By: _____
Jeff Andresen, President/CEO

Date: _____

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on _____, 2021, by Jeff Andresen, President/CEO, on behalf of the YMCA.

Notary Public in and for the
State of Texas

RESOLUTION NO. R-11-12-15-VI1

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A 30-YEAR LEASE AGREEMENT WITH THE YOUNG MEN'S CHRISTIAN ASSOCIATION (YMCA) OF GREATER WILLIAMSON COUNTY FOR THE USE OF THE HUTTO RECREATION CENTER.

WHEREAS, the City of Hutto ("City") and the Young Men's Christian Association of Williamson County ("YMCA") passed a memorandum of understanding in 2009 to create a partnership to bring a recreation center to Hutto; and

WHEREAS, the voters of Hutto approved the construction of a \$5 million facility as part of the bond referendum held in November 2009; and

WHEREAS, the City of Hutto intends to begin design and construction of a facility to be located on property donated by New Quest Properties; and

WHEREAS, the YMCA will be responsible for maintenance and operation of the proposed facility and shall pay to the City a lease amount rate of:

Years 1-5	\$50,000 Annually
Years 6-10	\$75,000 Annually
Years 11-15	\$165,000 Annually
Years 16-20	\$195,000 Annually
Years 21-25	\$205,000 Annually
Years 26-30	\$212,000 Annually

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

That the Mayor shall execute the lease agreement with the Young Men's Christian Association of Greater Williamson County approving the 30-year lease agreement as attached hereto as Exhibit "A" and incorporated herein.

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 this **15th** day of **December, 2011**.

CITY OF HUTTO, TEXAS


Debbie Holland, Mayor

ATTEST:


Christine Martinez, City Secretary

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") dated December 15, 2011 is between the CITY OF HUTTO, hereinafter referred to as "Landlord," and THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER WILLIAMSON COUNTY, hereinafter referred to as "Tenant," who agree as follows:

1. DEFINITIONS.

Unless expressly set forth to the contrary in this Lease, the terms used herein shall have the following meanings:

(a) "Building" means the building and other improvements to be constructed on the Land and situated thereon at any time during the term of this Lease.

(b) "Demised Premises" means and includes the Land, Easements and the Building.

(c) "Easements" means (i) all easements, rights of way and appurtenances pertaining to the Land, whether or not described herein or in any exhibit now or hereafter attached hereto, (ii) all easements granted herein, and (iii) easements obtained by Tenant after the execution of this Lease.

(d) "Land" means that certain real property including the Demised Premises situated in Williamson County, State of Texas, more particularly described in Exhibit "A" attached hereto.

2. DEMISED PREMISES.

Upon the terms and subject to the conditions set forth in this Lease, Landlord hereby leases the Demised Premises to Tenant, and Tenant hereby leases the Demised Premises from the Landlord.

3. EFFECTIVE DATE.

This Lease shall become effective upon the latest date of final execution hereof by all necessary parties hereto (the "Effective Date").

4. TERM.

The term of this Lease shall be thirty (30) years (the "Original Term") and shall commence on the date a Certificate of Occupancy is issued (the "Commencement Date").

5. OPTION TO RENEW

Tenant and Landlord agree to begin renewal negotiations during year 28 of the Original Term for an additional twenty-five (25) year term.

R-11-12-15-VII

6. USE

It is intended by the parties that the Demised Premises be utilized by the Tenant to operate a YMCA facility to provide recreational and related services to the community.

7. RENT

Tenant shall pay to Landlord Rent as per the below schedule.

Years 1-5	\$50,000 Annually
Years 6-10	\$75,000 Annually
Years 11-15	\$165,000 Annually
Years 16-20	\$195,000 Annually
Years 21-25	\$205,000 Annually
Years 26-30	\$212,000 Annually

Rent shall be remitted monthly at 1/12th of the annual amount on or before the 5th day of each month. Tenant shall make all rental payments to Landlord at the address for notices set forth in this Lease. Rent payments shall begin on the date that the Landlord receives a Certificate of Occupancy on the Demised Premises and Tenant occupies these premises. Any late payments shall accrue a penalty of 5% of the monthly rent.

In addition to the Rent, Tenant shall be responsible for all other taxes, including real estate and personal property, and assessments, including property owner assessments, which may be levied or assessed against the Land and Demised Premises. Any other fees or charges against the Land or Demised Premises shall be the responsibility of the Tenant.

8. CONSTRUCTION OF IMPROVEMENTS

Tenant will provide the Landlord with the facility component requirements. The Landlord and Tenant will work jointly to design the facility. The Landlord shall through its agents and contractors construct and erect thereon such buildings, structures and improvements, as Landlord and Tenant may deem necessary or convenient in connection with the use and occupancy of the Demised Premises in a good and workmanlike manner, free of liens, and in accordance with applicable law. Landlord expressly agrees to the performance of such work; provided, however, that the foregoing shall not be deemed to impose upon Tenant any obligation with respect to the payment to Landlord of rent or charges other than those set forth in item 7 of this document.

9. ALTERATIONS.

Tenant may make such further improvements, additions or alterations to the Building as Tenant may from time to time deem necessary or convenient in connection with its use and occupancy of the Demised Premises. Any major modifications shall be approved by the Landlord, but such approval may not be unreasonably withheld. Tenant shall pay all costs and expenses in connection with modifications.

10. TENANT'S FIXTURES AND EQUIPMENT.

(a) Landlord acknowledges and agrees that all furniture, fixtures, equipment, machinery, signs, and any property bearing any of the Tenant's trade names or trademarks, whether registered or unregistered, and all other items of personal property which Tenant utilizes to conduct its business on the Demised Premises which may be installed in or upon or incorporated into the Demised Premises at Tenant's cost (collectively, "Trade Fixtures"), shall not be deemed to become a part of the Demised Premises however attached to or incorporated into the Demised Premises, and whether or not they become a component part of the Demised Premises, the Trade Fixtures are and shall remain the property of the Tenant and shall be treated as trade fixtures for the purposes of this lease. Tenant may remove its Trade Fixtures from the Demised Premises at any time prior to the termination of this Lease and during a period of fifteen (15) days after the termination thereof. Tenant, at its own cost and expense, may install, place, reinstall or replace upon the Demised Premises, or remove from the Demised Premises, any such Trade Fixtures. Any replacement Trade Fixtures shall not become the property of the Landlord but shall remain the Tenant's property the same as the original Trade Fixtures.

(b) Landlord waives any statutory landlord's lien and any attachment for rent on the Trade Fixtures that Landlord may have or may hereafter acquire.

(c) Except as set forth above, improvements and alterations to the Demised Premises shall become the property of the Landlord upon termination of the Lease.

11. MAINTENANCE AND REPAIRS.

The maintenance and repair of the Land and the Building shall be as stated in the Management Agreement.

12. MECHANIC'S LIENS.

(a) Tenant covenants and agrees to keep the Land and Landlord's interest in the Demised Premises free of mechanic's and materialmen's liens and other liens of like nature other than liens created or claimed by reasons of any work done by or at the instance of Landlord, and at all times fully defend, protect and indemnify Landlord against all such liens or claims which may ripen into such liens on the Land, or Landlord's interest in the Demised Premises, and against all attorney's fees, and other costs and expenses growing out of or incurred by reason of or on account of any such claim or lien.

(b) If Tenant contests the correctness or validity of any such lien and if the laws of the State of Texas provide for release of real property from such a lien by obtaining and/or recording a surety bond, then within twenty (20) days after written demand by Landlord, Tenant shall obtain a surety bond and shall otherwise comply with the requirement of such laws so as to effect the release of the Demised Premises from such lien.

13. INSURANCE.

(a) Tenant shall be responsible for maintaining adequate property insurance coverage for the Demised Premises. Tenant shall purchase and maintain the minimum insurance specified below with companies duly licensed and otherwise approved by the State of Texas, Department of Insurance, and in form reasonably satisfactory to the Landlord.

(b) General Clauses

(i) Additional Insured. The insurance coverage required by this Lease, shall name the Landlord as additional insured.

(ii) Claim Reporting. Any failure to comply with the claim reporting provision of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect Landlord.

(iii) Certificates of Insurance. Prior to commencing services under this Lease, Tenant shall furnish Landlord with Certificates of Insurance, or formal endorsements as required by the contract or policy, issued by Tenant's insurer(s), as evidenced that the policies providing the required coverages, conditions, and limits required by this Lease are in full force and effect. Such Certificates shall identify this Lease and shall provide for not less than thirty (30) days advance notice of cancellation, termination or material alteration. Such certificates shall be sent directly to the Hutto City Manager.

(iv) Commercial General Liability. Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, products and contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Lease.

(v) Umbrella/Excess Liability. Umbrella/Excess Liability insurance with an unimpaired limit of not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that is to be and applied in excess of the Commercial General Liability coverage.

14. HAZARDOUS MATERIALS; INDEMNIFICATION

Landlord hereby represents and warrants that to the best of Landlord's actual knowledge there are no violations of any federal, state or local laws, rules, regulations or orders relating to industrial hygiene or to environmental conditions on, under or about the Demised Premises, including but not limited to soil and groundwater conditions. Landlord shall indemnify, defend, and hold Tenant, its directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from and against any and all liabilities, losses, costs, expenses and penalties claimed, threatened or asserted against, or suffered or incurred by any Indemnitee, arising out of or as a consequence of the use, generation, transportation, storage, release, presence or disposal of any hazardous or toxic wastes, substances or materials, or any other pollutants or contaminants (collectively, "Hazardous Materials"), placed, discharged or released

on or about the Demised Premises by Landlord, including without limitation, all liabilities, losses, costs, expenses and penalties incurred in the removal, remediation and disposal of any Hazardous Materials; provided, however, that the foregoing provisions shall not apply to any Hazardous Materials used, generated, transported, stored or disposed of thereon by an Indemnitee. Tenant shall defend and indemnify Landlord from any claims, losses, penalties claimed and expenses arising out of or as a consequence of Tenant's storage, handling or release of Hazardous Materials in the Demised Premises.

15. WAIVER OF SUBROGATION.

Tenant and Landlord each waive all rights of recovery against the other, and against the directors, members, partners, officers, employees, agents, officials and representatives of the other, for loss of, or damage to, the waiving party, its property or the property of others under its control to the extent that, with respect to Landlord, Landlord receives insurance proceeds from any property insurance in force at the time, and, with respect to Tenant, Tenant is required to maintain insurance pursuant hereto.

16. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS.

If the Demised Premises and/or the Building upon the Demised Premises shall be destroyed or damaged by fire or other casualty the Tenant shall give Landlord immediate written notice. Landlord may elect either (i) promptly rebuild or repair the Premises, or (ii) to terminate this Lease as of the date of damage. Landlord shall notify Tenant in writing within sixty (60) days of such destruction of Landlord's decision whether or not to repair or rebuild the Premises. If Landlord elects to repair or rebuild the Premises, Landlord shall restore the Premises to substantially the same condition that existed immediately prior to the destruction, and during the period of restoration the rent payable hereunder shall abate in direct proportion to the reduced usefulness of the Premises to Tenant. If Landlord elects to terminate the Lease under this Section 18, then rent shall cease to accrue on the later of (i) date of destruction, or (ii) the last date on which Tenant has possession of the Premises under this Lease, and Landlord will refund to Tenant any portion of any rental paid in advance but not yet earned at such date.

17. DEFAULT BY TENANT; REMEDIES.

(a) If at any time Tenant shall fail to remedy any default in the payment of rent due under this Lease within sixty (60) days after receipt of written notice of any such failure to pay rent, or fail to remedy any default with respect to any of the other provisions, covenants or conditions of this Lease to be kept or performed by Tenant within a period of sixty (60) days after receipt of written notice, then and in any such event Landlord may, at Landlord's option and without limiting Landlord in the exercise of any other right or remedy Landlord may have on account of such default, and without any further demand or notice, re-enter the Demised Premises and remove all persons and property therefrom (without liability or damages) with such property to be disposed of or stored at Tenant's expense, and terminate this Lease, and recover such damages from the Tenant on the dates rent or other sums would have been payable had the Lease not been terminated. If the Tenant's right to possession is terminated by the Landlord (and the Lease is terminated), upon such termination Landlord may, at its option, recover from the

Tenant any amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result from such failure.

(b) Landlord may pursue any other remedy available to Landlord at law or in equity. If a non-monetary default cannot reasonably be cured with said sixty (60) day period, Tenant shall not be in default under this Lease if Tenant commences to cure the default within the 60-day period described above and diligently and in good faith continues to cure the default.

(c) Landlord shall not, upon the exercise of any remedy granted above or otherwise accruing to Landlord upon a breach by Tenant of any covenant or obligation under this Lease, thereby obtain or secure any right, title or interest in any of the Trade Fixtures, furniture, machinery, equipment, interior and exterior signs and any other removable personal property placed upon the Demised Premises by Tenant at its sole cost and expense.

(d) If Tenant fails to perform any of its obligations, Landlord shall have the right to declare Tenant in default by providing written notice thereof to Tenant with a reasonable opportunity to cure such default, and if Tenant has not cured such default within the time provided, or commenced to cure and diligently proceeded with such cure within and after the cure period, Landlord may perform such obligation on Tenant's behalf and charge to Tenant all costs and expenses incurred in connection therewith, together with Default Interest thereon from the date incurred. Subject to the foregoing, Tenant shall reimburse Landlord within thirty (30) days after presentment of a statement to Tenant.

18. COMPLIANCE WITH LAW.

(a) Tenant agrees at all times during the term of this Lease at its own expense to conform to and comply with all laws, ordinances and regulations affecting Tenant's use or occupancy of the Demised Premises, except that Tenant shall have no responsibility to correct any existing violations or to remedy any violations caused by the action or inaction of Landlord, its agents or employees.

(b) Tenant shall have the right to contest by appropriate legal proceedings without cost or expense to Landlord, the validity of any law, ordinance, order, rule, regulation or requirements affecting Tenant's use and occupancy of the Demised Premises. If, compliance therewith may be legally held in abeyance during such contest without subjecting Landlord or Tenant to any liability whatsoever for failure to so comply, Tenant may postpone compliance until the final determination of any such proceedings.

19. SURRENDER OF PREMISES; HOLDING OVER.

At the expiration or termination of the Term, Tenant shall peaceably surrender to Landlord the Demised Premises broom clean and in good condition, reasonable wear and tear and damage from fire or other casualty excepted, and shall surrender all keys to the Demised Premises to Landlord and shall inform Landlord of all combinations on locks, safes, and vaults, if any, on the Premises. Tenant shall remove all its personal property on expiration or

termination of the Term. If Tenant remains in possession of the Demised Premises after expiration or termination of the Term, or after the date in any valid notice given by Landlord to Tenant terminating this Lease, such possession by Tenant shall be deemed to be a tenancy at will at a monthly rental equal to the monthly rental due under this lease.

20. QUIET POSSESSION.

Subject to Tenant paying the rent herein provided and performing all the covenants and conditions of this Lease on its part to be performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Demised Premises during the term hereof.

21. ATTORNEY'S FEES.

Should either party to this Lease institute any action or proceeding in court to enforce any provision hereof or for damage by reason of an alleged breach of any provision of this Lease or for a declaration of such party's rights or obligations hereunder, or for any other judicial remedy, the prevailing party shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorney's fees for the services rendered the party finally prevailing in any such action or proceeding.

22. APPLICABLE LAW AND PARTIES BOUND.

This Lease shall be construed under the laws of the state of Texas. This Lease shall be binding upon and inure to the benefit of, as the case may require, the parties to this Lease and their respective heirs, executors, administrators, successors and assigns.

23. INTERPRETATION.

(a) The words "Landlord" and "Tenant" as used herein, shall include, as the context may permit or require, the parties executing this Lease and their respective heirs, executors, administrators, successors and assigns.

(b) Unless expressly provided to the contrary, the phrases "during the term of this Lease" and "during the term hereof" shall include such periods during which the term of this Lease is actually extended pursuant to the exercise by Tenant of option(s) to extend the term hereof.

(c) Time is of the essence hereof.

24. CAPTIONS.

The headings and captions in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease nor of any provision herein contained.

25. INVALIDITY.

In the event that any term, provision, condition or covenant contained in this Lease, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, or be held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of this Lease, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and all such remaining terms, provisions, conditions and covenants in the Lease shall be deemed to be valid and enforceable.

26. NOTICES.

Wherever in this Lease one party to this Lease is required or permitted to give or serve a notice, request, demand, consent or approval to or on the other, such communication shall be given or served upon the party to whom it is directed in writing and may be delivered personally, by an overnight courier service with signed proof of receipt, by facsimile transmission or forwarded by certified mail, postage prepaid, return receipt requested addressed as follows:

Landlord:

City of Hutto
401 W. Front Street
Hutto, Texas 78634

Tenant:

Any such communication shall be deemed to have been duly given or served on the date personally delivered or delivered by courier service or, if delivered by mail as provided above, on the third business day after mailing. Either party may change its address for notice by written notice given to the other in the manner hereinabove provided.

27. ENTIRE AGREEMENT.

This Lease, together with the Management Agreement and any Exhibits or Addenda attached hereto, constitutes the entire Agreement between Landlord and Tenant pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and undertakings of the parties in connection herewith. No modifications may be made hereof except in writing.

28. EXHIBITS.

Each of the Exhibits attached hereto are incorporated herein by this reference.

29. TENANTS MAINTENANCE OF DEMISED PREMISES.

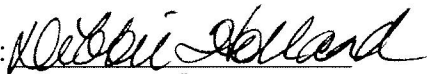
Tenant covenants and agrees to keep the Demised Premises free of all rubbish and trash, and to adequately maintain all landscaping and landscaped areas on the Demised Premises in good and healthy condition.

30. FORCE MAJEURE.

The term "force majeure" as used herein, shall mean any delay resulting from acts of God, inclement weather, unavailability or shortage of materials or labor, national emergency, fire or other casualty, delays or actions of governmental authorities or utilities, strikes or labor disputes, natural disaster, war, civil insurrection, injunctions or any cause beyond the reasonable control of the party.

Executed by Landlord this 15 day of
December, 2011

LANDLORD:

By: 
Its: MAYOR

Executed by Tenant this 23 day of
December, 2011

TENANT:

By: 
Its: Phed/KCO

EXHIBIT "A"

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") dated _____, _____ is between the CITY OF HUTTO, hereinafter referred to as "Landlord," and THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER WILLIAMSON COUNTY, hereinafter referred to as "Tenant," who agree as follows:

1. DEFINITIONS.

Unless expressly set forth to the contrary in this Lease, the terms used herein shall have the following meanings:

(a) "Building" means the building and other improvements to be constructed on the Land and situated thereon at any time during the term of this Lease.

(b) "Demised Premises" means and includes the Land, Easements and the Building.

(c) "Easements" means (i) all easements, rights of way and appurtenances pertaining to the Land, whether or not described herein or in any exhibit now or hereafter attached hereto, (ii) all easements granted herein, and (iii) easements obtained by Tenant after the execution of this Lease.

(d) "Land" means that certain real property including the Demised Premises situated in Williamson County, State of Texas, more particularly described in Exhibit "A" attached hereto.

2. DEMISED PREMISES.

Upon the terms and subject to the conditions set forth in this Lease, Landlord hereby leases the Demised Premises to Tenant, and Tenant hereby leases the Demised Premises from the Landlord.

3. EFFECTIVE DATE.

This Lease shall become effective upon the latest date of final execution hereof by all necessary parties hereto (the "Effective Date").

4. TERM.

The term of this Lease shall be thirty (30) years (the "Original Term") and shall commence on the date a Certificate of Occupancy is issued (the "Commencement Date").

5. OPTION TO RENEW

Tenant and Landlord agree to begin renewal negotiations during year 28 of the Original Term for an additional twenty-five (25) year term.

6. USE

It is intended by the parties that the Demised Premises be utilized by the Tenant to operate a YMCA facility to provide recreational and related services to the community.

7. RENT

Tenant shall pay to Landlord Rent as per the below schedule.

Years 1-5	\$50,000 Annually
Years 6-10	\$75,000 Annually
Years 11-15	\$165,000 Annually
Years 16-20	\$195,000 Annually
Years 21-25	\$205,000 Annually
Years 26-30	\$212,000 Annually

Rent shall be remitted monthly at 1/12th of the annual amount on or before the 5th day of each month. Tenant shall make all rental payments to Landlord at the address for notices set forth in this Lease. Rent payments shall begin on the date that the Landlord receives a Certificate of Occupancy on the Demised Premises and Tenant occupies these premises. Any late payments shall accrue a penalty of 5% of the monthly rent.

In addition to the Rent, Tenant shall be responsible for all other taxes, including real estate and personal property, and assessments, including property owner assessments, which may be levied or assessed against the Land and Demised Premises. Any other fees or charges against the Land or Demised Premises shall be the responsibility of the Tenant.

8. CONSTRUCTION OF IMPROVEMENTS

Tenant will provide the Landlord with the facility component requirements. The Landlord and Tenant will work jointly to design the facility. The Landlord shall through its agents and contractors construct and erect thereon such buildings, structures and improvements, as Landlord and Tenant may deem necessary or convenient in connection with the use and occupancy of the Demised Premises in a good and workmanlike manner, free of liens, and in accordance with applicable law. Landlord expressly agrees to the performance of such work; provided, however, that the foregoing shall not be deemed to impose upon Tenant any obligation with respect to the payment to Landlord of rent or charges other than those set forth in item 7 of this document.

9. ALTERATIONS.

Tenant may make such further improvements, additions or alterations to the Building as Tenant may from time to time deem necessary or convenient in connection with its use and occupancy of the Demised Premises. Any major modifications shall be approved by the Landlord, but such approval may not be unreasonably withheld. Tenant shall pay all costs and expenses in connection with modifications.

10. TENANT'S FIXTURES AND EQUIPMENT.

(a) Landlord acknowledges and agrees that all furniture, fixtures, equipment, machinery, signs, and any property bearing any of the Tenant's trade names or trademarks, whether registered or unregistered, and all other items of personal property which Tenant utilizes to conduct its business on the Demised Premises which may be installed in or upon or incorporated into the Demised Premises at Tenant's cost (collectively, "Trade Fixtures"), shall not be deemed to become a part of the Demised Premises however attached to or incorporated into the Demised Premises, and whether or not they become a component part of the Demised Premises, the Trade Fixtures are and shall remain the property of the Tenant and shall be treated as trade fixtures for the purposes of this lease. Tenant may remove its Trade Fixtures from the Demised Premises at any time prior to the termination of this Lease and during a period of fifteen (15) days after the termination thereof. Tenant, at its own cost and expense, may install, place, reinstall or replace upon the Demised Premises, or remove from the Demised Premises, any such Trade Fixtures. Any replacement Trade Fixtures shall not become the property of the Landlord but shall remain the Tenant's property the same as the original Trade Fixtures.

(b) Landlord waives any statutory landlord's lien and any attachment for rent on the Trade Fixtures that Landlord may have or may hereafter acquire.

(c) Except as set forth above, improvements and alterations to the Demised Premises shall become the property of the Landlord upon termination of the Lease.

11. MAINTENANCE AND REPAIRS.

The maintenance and repair of the Land and the Building shall be as stated in the Management Agreement.

12. MECHANIC'S LIENS.

(a) Tenant covenants and agrees to keep the Land and Landlord's interest in the Demised Premises free of mechanic's and materialmen's liens and other liens of like nature other than liens created or claimed by reasons of any work done by or at the instance of Landlord, and at all times fully defend, protect and indemnify Landlord against all such liens or claims which may ripen into such liens on the Land, or Landlord's interest in the Demised Premises, and against all attorney's fees, and other costs and expenses growing out of or incurred by reason of or on account of any such claim or lien.

(b) If Tenant contests the correctness or validity of any such lien and if the laws of the State of Texas provide for release of real property from such a lien by obtaining and/or recording a surety bond, then within twenty (20) days after written demand by Landlord, Tenant shall obtain a surety bond and shall otherwise comply with the requirement of such laws so as to effect the release of the Demised Premises from such lien.

13. INSURANCE.

(a) Tenant shall be responsible for maintaining adequate property insurance coverage for the Demised Premises. Tenant shall purchase and maintain the minimum insurance specified below with companies duly licensed and otherwise approved by the State of Texas, Department of Insurance, and in form reasonably satisfactory to the Landlord.

(b) General Clauses

(i) Additional Insured. The insurance coverage required by this Lease, shall name the Landlord as additional insured.

(ii) Claim Reporting. Any failure to comply with the claim reporting provision of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect Landlord.

(iii) Certificates of Insurance. Prior to commencing services under this Lease, Tenant shall furnish Landlord with Certificates of Insurance, or formal endorsements as required by the contract or policy, issued by Tenant's insurer(s), as evidenced that the policies providing the required coverages, conditions, and limits required by this Lease are in full force and effect. Such Certificates shall identify this Lease and shall provide for not less than thirty (30) days advance notice of cancellation, termination or material alteration. Such certificates shall be sent directly to the Hutto City Manager.

(iv) Commercial General Liability. Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, products and contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Lease.

(v) Umbrella/Excess Liability. Umbrella/Excess Liability insurance with an unimpaired limit of not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that is to be and applied in excess of the Commercial General Liability coverage.

14. HAZARDOUS MATERIALS; INDEMNIFICATION

Landlord hereby represents and warrants that to the best of Landlord's actual knowledge there are no violations of any federal, state or local laws, rules, regulations or orders relating to industrial hygiene or to environmental conditions on, under or about the Demised Premises, including but not limited to soil and groundwater conditions. Landlord shall indemnify, defend, and hold Tenant, its directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from and against any and all liabilities, losses, costs, expenses and penalties claimed, threatened or asserted against, or suffered or incurred by any Indemnatee, arising out of or as a consequence of the use, generation, transportation, storage, release, presence or disposal of any hazardous or toxic wastes, substances or materials, or any other pollutants or contaminants (collectively, "Hazardous Materials"), placed, discharged or released on or about the Demised Premises by Landlord, including without limitation, all liabilities, losses, costs, expenses and penalties incurred in the removal, remediation and disposal of any Hazardous Materials; provided, however, that the foregoing provisions shall not apply to any

Hazardous Materials used, generated, transported, stored or disposed of thereon by an Indemnitee. Tenant shall defend and indemnify Landlord from any claims, losses, penalties claimed and expenses arising out of or as a consequence of Tenant's storage, handling or release of Hazardous Materials in the Demised Premises.

15. WAIVER OF SUBROGATION.

Tenant and Landlord each waive all rights of recovery against the other, and against the directors, members, partners, officers, employees, agents, officials and representatives of the other, for loss of, or damage to, the waiving party, its property or the property of others under its control to the extent that, with respect to Landlord, Landlord receives insurance proceeds from any property insurance in force at the time, and, with respect to Tenant, Tenant is required to maintain insurance pursuant hereto.

16. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS.

If the Demised Premises and/or the Building upon the Demised Premises shall be destroyed or damaged by fire or other casualty the Tenant shall give Landlord immediate written notice. Landlord may elect either (i) promptly rebuild or repair the Premises, or (ii) to terminate this Lease as of the date of damage. Landlord shall notify Tenant in writing within sixty (60) days of such destruction of Landlord's decision whether or not to repair or rebuild the Premises. If Landlord elects to repair or rebuild the Premises, Landlord shall restore the Premises to substantially the same condition that existed immediately prior to the destruction, and during the period of restoration the rent payable hereunder shall abate in direct proportion to the reduced usefulness of the Premises to Tenant. If Landlord elects to terminate the Lease under this Section 18, then rent shall cease to accrue on the later of (i) date of destruction, or (ii) the last date on which Tenant has possession of the Premises under this Lease, and Landlord will refund to Tenant any portion of any rental paid in advance but not yet earned at such date.

17. DEFAULT BY TENANT; REMEDIES.

(a) If at any time Tenant shall fail to remedy any default in the payment of rent due under this Lease within sixty (60) days after receipt of written notice of any such failure to pay rent, or fail to remedy any default with respect to any of the other provisions, covenants or conditions of this Lease to be kept or performed by Tenant within a period of sixty (60) days after receipt of written notice, then and in any such event Landlord may, at Landlord's option and without limiting Landlord in the exercise of any other right or remedy Landlord may have on account of such default, and without any further demand or notice, re-enter the Demised Premises and remove all persons and property therefrom (without liability or damages) with such property to be disposed of or stored at Tenant's expense, and terminate this Lease, and recover such damages from the Tenant on the dates rent or other sums would have been payable had the Lease not been terminated. If the Tenant's right to possession is terminated by the Landlord (and the Lease is terminated), upon such termination Landlord may, at its option, recover from the Tenant any amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result from such failure.

(b) Landlord may pursue any other remedy available to Landlord at law or in equity. If a non-monetary default cannot reasonably be cured with said sixty (60) day period, Tenant shall not be in default under this Lease if Tenant commences to cure the default within the 60-day period described above and diligently and in good faith continues to cure the default.

(c) Landlord shall not, upon the exercise of any remedy granted above or otherwise accruing to Landlord upon a breach by Tenant of any covenant or obligation under this Lease, thereby obtain or secure any right, title or interest in any of the Trade Fixtures, furniture, machinery, equipment, interior and exterior signs and any other removable personal property placed upon the Demised Premises by Tenant at its sole cost and expense.

(d) If Tenant fails to perform any of its obligations, Landlord shall have the right to declare Tenant in default by providing written notice thereof to Tenant with a reasonable opportunity to cure such default, and if Tenant has not cured such default within the time provided, or commenced to cure and diligently proceeded with such cure within and after the cure period, Landlord may perform such obligation on Tenant's behalf and charge to Tenant all costs and expenses incurred in connection therewith, together with Default Interest thereon from the date incurred. Subject to the foregoing, Tenant shall reimburse Landlord within thirty (30) days after presentment of a statement to Tenant.

18. COMPLIANCE WITH LAW.

(a) Tenant agrees at all times during the term of this Lease at its own expense to conform to and comply with all laws, ordinances and regulations affecting Tenant's use or occupancy of the Demised Premises, except that Tenant shall have no responsibility to correct any existing violations or to remedy any violations caused by the action or inaction of Landlord, its agents or employees.

(b) Tenant shall have the right to contest by appropriate legal proceedings without cost or expense to Landlord, the validity of any law, ordinance, order, rule, regulation or requirements affecting Tenant's use and occupancy of the Demised Premises. If, compliance therewith may be legally held in abeyance during such contest without subjecting Landlord or Tenant to any liability whatsoever for failure to so comply, Tenant may postpone compliance until the final determination of any such proceedings.

19. SURRENDER OF PREMISES; HOLDING OVER.

At the expiration or termination of the Term, Tenant shall peaceably surrender to Landlord the Demised Premises broom clean and in good condition, reasonable wear and tear and damage from fire or other casualty excepted, and shall surrender all keys to the Demised Premises to Landlord and shall inform Landlord of all combinations on locks, safes, and vaults, if any, on the Premises. Tenant shall remove all its personal property on expiration or termination of the Term. If Tenant remains in possession of the Demised Premises after expiration or termination of the Term, or after the date in any valid notice given by Landlord to Tenant terminating this Lease, such possession by Tenant shall be deemed to be a tenancy at will at a monthly rental equal to the monthly rental due under this lease.

20. QUIET POSSESSION.

Subject to Tenant paying the rent herein provided and performing all the covenants and conditions of this Lease on its part to be performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Demised Premises during the term hereof.

21. ATTORNEY'S FEES.

Should either party to this Lease institute any action or proceeding in court to enforce any provision hereof or for damage by reason of an alleged breach of any provision of this Lease or for a declaration of such party's rights or obligations hereunder, or for any other judicial remedy, the prevailing party shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorney's fees for the services rendered the party finally prevailing in any such action or proceeding.

22. APPLICABLE LAW AND PARTIES BOUND.

This Lease shall be construed under the laws of the state of Texas. This Lease shall be binding upon and inure to the benefit of, as the case may require, the parties to this Lease and their respective heirs, executors, administrators, successors and assigns.

23. INTERPRETATION.

(a) The words "Landlord" and "Tenant" as used herein, shall include, as the context may permit or require, the parties executing this Lease and their respective heirs, executors, administrators, successors and assigns.

(b) Unless expressly provided to the contrary, the phrases "during the term of this Lease" and "during the term hereof" shall include such periods during which the term of this Lease is actually extended pursuant to the exercise by Tenant of option(s) to extend the term hereof.

(c) Time is of the essence hereof.

24. CAPTIONS.

The headings and captions in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease nor of any provision herein contained.

25. INVALIDITY.

In the event that any term, provision, condition or covenant contained in this Lease, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, or be held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of this Lease, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and all such remaining terms, provisions, conditions and covenants in the Lease shall be deemed to be valid and enforceable.

26. NOTICES.

Wherever in this Lease one party to this Lease is required or permitted to give or serve a notice, request, demand, consent or approval to or on the other, such communication shall be given or served upon the party to whom it is directed in writing and may be delivered personally, by an overnight courier service with signed proof of receipt, by facsimile transmission or forwarded by certified mail, postage prepaid, return receipt requested addressed as follows:

Landlord:

Tenant:

Any such communication shall be deemed to have been duly given or served on the date personally delivered or delivered by courier service or, if delivered by mail as provided above, on the third business day after mailing. Either party may change its address for notice by written notice given to the other in the manner hereinabove provided.

27. ENTIRE AGREEMENT.

This Lease, together with the Management Agreement and any Exhibits or Addenda attached hereto, constitutes the entire Agreement between Landlord and Tenant pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and undertakings of the parties in connection herewith. No modifications may be made hereof except in writing.

28. EXHIBITS.

Each of the Exhibits attached hereto are incorporated herein by this reference.

29. TENANTS MAINTENANCE OF DEMISED PREMISES.

Tenant covenants and agrees to keep the Demised Premises free of all rubbish and trash, and to adequately maintain all landscaping and landscaped areas on the Demised Premises in good and healthy condition.

30. FORCE MAJEURE.

The term “force majeure” as used herein, shall mean any delay resulting from acts of God, inclement weather, unavailability or shortage of materials or labor, national emergency, fire or other casualty, delays or actions of governmental authorities or utilities, strikes or labor disputes, natural disaster, war, civil insurrection, injunctions or any cause beyond the reasonable control of the party.

Executed by Landlord this _____ day of _____,

LANDLORD:

By: _____
Its: _____

Executed by Tenant this _____ day of _____,

TENANT:

By: _____
Its: _____

RESOLUTION NO. R-13-05-09-12A1

**A RESOLUTION AMENDING THE LEASE AGREEMENT
BETWEEN THE CITY OF HUTTO AND YMCA OF GREATER
WILLIAMSON COUNTY FOR OPERATION OF THE HUTTO
FAMILY YMCA**

WHEREAS, the City of Hutto and YMCA of Greater Williamson County entered in a lease agreement in December 2011 for operation of the Hutto Family YMCA; and

WHEREAS, the City and YMCA have worked together to design the Hutto Family YMCA; and

WHEREAS, the YMCA has pledged additional capital contribution for construction of City-owned assets such as the warm water therapy pool and funds for the construction of a full-size gymnasium; and

WHEREAS, the YMCA requests rent concessions in exchange for the capital construction funds they are providing; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby approves the Mayor to execute the Hutto Family YMCA Lease Agreement Amendment #.1

RESOLVED on this the **9th** day of the month of **May, 2013**.

THE CITY OF HUTTO, TEXAS


Debbie Holland, Mayor

ATTEST:


Christine Martinez, City Secretary

AMENDED LEASE AGREEMENT

This First Amendment to the Lease Agreement between the City of Hutto (the “Landlord”) and the Young Men’s Christian Association of Greater Williamson County (the “Tenant”) is approved by the Hutto City Council on May 9, 2013, and is made effective as of the Effective Date.

RECITALS

- A. The original Lease Agreement was entered into on December 15, 2011, prior to design and construction of the Hutto Family YMCA.
- B. The parties desire to modify and clarify the Agreement based on changes in the scope of the facility, changes in the construction budget, and contributions from the Tenant for construction related expenses.

AGREEMENTS

NOW THEREFORE, the parties agree as follows:

1. Section 7 of the agreement entitled “Rent” shall be amended by adding sub-section (b) concerning rent concessions between the Tenant and Landlord:

“(b) The Tenant has pledged up to \$500,000 in contributions to the Landlord for construction of a full-size gymnasium. The Landlord agrees to reduce the rent payments in increments of \$50,000 in years 21-30 up to the actual amount paid by the Tenant for construction of the gymnasium.

If the Landlord’s construction cost exceeds the budget of \$5,050,000, then the additional amount contributed by the Landlord will be deducted from the Tenant’s rent reduction.”

2. Section 7 of the agreement entitled “Rent” shall be amended by adding sub-section (c) which states:

“(c) Should the Landlord terminate the Agreement for a reason other than default of the Tenant as identified in Section 17, then the Landlord shall reimburse the Tenant a pro rata portion of the monetary contributions provided by the Tenant for the construction of improvements as outlined in Section 8 and Section 7 (b).”

3. Section 8 of the agreement entitled “Construction of Improvements” shall be amended by adding sub-section (b), which states:

“The Tenant will reimburse Landlord all costs to install and construct the warm water therapy pool, therapy pool office space, and aquatic slide over and above the previously-budgeted amount of \$100,000. The cost for those items will be identified and separated during the bidding process. The Tenant shall issue a check to the Landlord for this reimbursement prior to issuance of a Certificate of Occupancy.”

IN WITNESS WHEREOF, the parties have executed this Amendment by means of their duly authorized representatives.

The Amendment is in effect once both parties have signed “**Effective Date**”).

Executed by Landlord this 15 day of
May, 2013

LANDLORD:

By: [Signature]
Its: MAYOR

Executed by Tenant this 10th day of
May, 2013

TENANT:

By: [Signature]
Its: President / CEO

RESOLUTION NO. R-13-11-07-12C1

**A RESOLUTION AMENDING THE LEASE AGREEMENT BETWEEN
THE CITY OF HUTTO AND YMCA OF GREATER WILLIAMSON
COUNTY FOR OPERATION OF THE HUTTO FAMILY YMCA**

WHEREAS, the City of Hutto and YMCA of Greater Williamson County entered in a lease agreement in December 2011 for operation of the Hutto Family YMCA; and

WHEREAS, the City of Hutto and YMCA of Greater Williamson County amended the agreement in May 2011; and

WHEREAS, the City and YMCA have worked together to design the Hutto Family YMCA; and

WHEREAS, the YMCA has requested the City pledge funding left in the construction contingency budget of up to \$75,000 for enhancements to the outdoor playscapes for the Hutto Family YMCA facility.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby authorizes the Mayor to execute the Hutto Family YMCA Lease Agreement Amendment No 2.

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 **7th** day of the month of **November, 2013**.

CITY OF HUTTO, TEXAS



Debbie Holland, Mayor

ATTEST:



Christine Martinez, City Secretary

**AMENDMENT NO. 2 TO THE LEASE AGREEMENT
BETWEEN THE
CITY OF HUTTO AND THE YMCA**

This Second Amendment to the Lease Agreement between the City of Hutto (the "Landlord") and the Young Men's Christian Association (YMCA) of Greater Williamson County (the "Tenant") is hereby entered into by the Hutto City Council on **November 7, 2013**, and is made effective as of the Effective Date.

RECITALS

- A. The original Lease Agreement was entered into on December 15, 2011, prior to design and construction of the Hutto Family YMCA.
- B. The Lease Agreement was amended on May 9, 2013, to reflect capital contributions and funding amounts related to construction of the facility.
- C. The parties desire to modify and clarify the Agreement based on changes in the scope of the facility, changes in the construction budget, and contributions from the Tenant for construction related expenses.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

- 1. Section 8 of the agreement entitled "Construction of Improvements" shall be amended by adding sub-section (c), which states:

"Should construction contingency funds remain in excess of \$75,000 at the completion of construction, the Landlord shall provide up to \$75,000 in funding for enhancements to the outdoor playscapes of the Hutto Family YMCA facility."

IN WITNESS WHEREOF, the parties have executed this Amendment by means of their duly authorized representatives.

The Amendment is in effect once both parties have signed "**Effective Date**".

Executed by Landlord this 7th day of Nov, 2013

LANDLORD:

By: [Signature]

Its: MAYOR

Executed by Tenant this 10 day of Feb, 2014

TENANT:

By: [Signature]

Its: Pres/CEO YMCA

R-13-11-07-12C1

Proposed Plan

HUTTO YMCA

Williamson County YMCA



PlayWell

HUTTO YMCA - 2-5 YRS

Williamson County YMCA



PlayWell

HUTTO YMCA - 5-12 YRS

Williamson County YMCA



HUTTO YMCA - 5-12 YRS

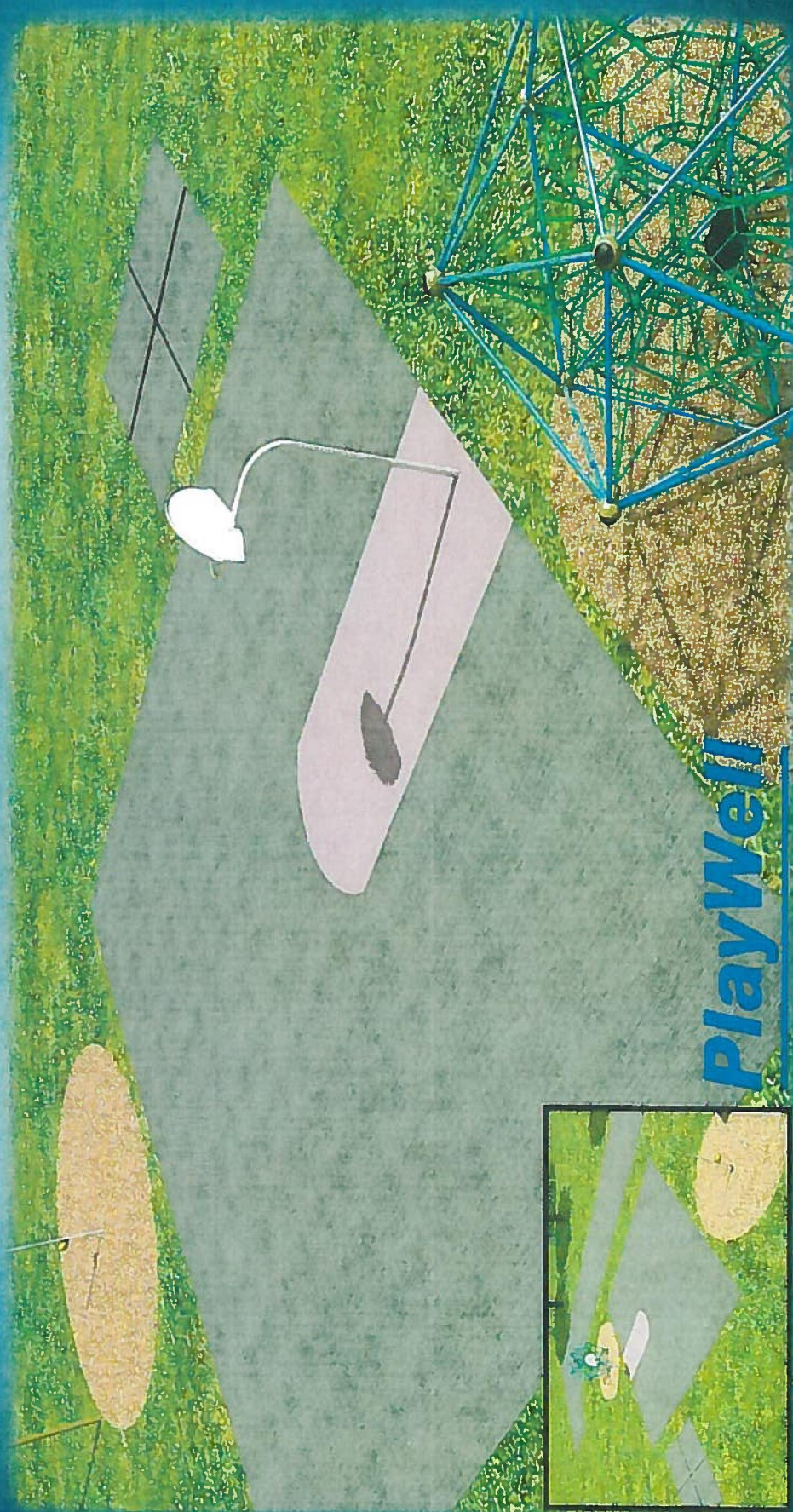
Williamson County YMCA



PlayWell

HUTTO YMCA - 9-14 YRS

Williamson County YMCA



PlayWell



AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-037 Amending the Management Agreement between the City of Hutto and YMCA of Greater Williamson County dated December 15, 2011, regarding the Lease of a Building Constructed by the City for Recreational Purposes. (City Attorney)
Meeting: Thursday, July 1, 2021
Department: Legal
Staff Contact:

BACKGROUND INFORMATION:

On December 15, 2011, the City Council authorized the Mayor to execute a 30-year lease agreement with the YMCA of Greater Williamson County for the use of the Hutto Recreation Center (the "Lease").

On the same date, the City Council approved the Management Agreement regarding the operation, management, and maintenance of the Center by the YMCA. The YMCA and City agreed to a funding plan in which the City is responsible for the Capital Equipment Repair Funding, the anticipated Capital Equipment Replacement, and 50% of the unanticipated Capital Equipment Replacement. As of this date, the pending Capital Repair and Replacement items equal the sum of \$230,371.00.

On February 25, 2021, the City Council approved a motion directing staff to amend the Lease and Management Agreement to modify rent terms and responsibility for capital repair and replacements for the facility.

The proposed First Amendment to the Management Agreement modifies the funding plan to provide that the YMCA shall be responsible for all capital maintenance, repair, and replacement items, including those pending items that existed prior to July 1, 2021. In consideration for the YMCA's capital repair and replacement obligations for items existing prior to July 1, 2021, the City shall pay YMCA \$230,371.00. This funding shall be used to perform the pre-existing capital repair and replacement obligations. The City shall pay YMCA the amount of \$160,000.00 not later than August 1, 2021. The remainder shall be paid on or before October 31, 2021. The YMCA shall fully complete the pre-existing capital repair and replacement obligations by April 29, 2022. Future capital repair and replacement items are the responsibility of the YMCA.

SUMMARY OF REQUEST:

STAFF REVIEW:

AGENDA ITEM REPORT



FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021-037 Hutto Resolution Approving YMCA Management Agreement
2. First Amendment to Management Agreement YMCA_FINAL
3. 2011-12-15 YMCA Management Agreement for Operating Hutto Recreation Center

RESOLUTION NO. R-2021-037

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE FIRST AMENDMENT TO THE MANAGEMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND YMCA OF GREATER WILLIAMSON COUNTY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the First Amendment to Management Agreement between the City of Hutto and YMCA of Greater Williamson County, and authorize the City Manager to execute the Agreement (the “Agreement”) attached as Exhibit A.

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

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: The Hutto City Council hereby approves and authorizes the City Manager to execute the First Amendment to the Management Agreement, attached as Exhibit “A”, a copy of same being attached hereto and incorporated herein for all purposes.

SECTION 3: 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 this 1st day of July, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

**FIRST AMENDMENT TO
MANAGEMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND YMCA OF
GREATER WILLIAMSON COUNTY**

This First Amendment to the Management Agreement is made by and between the CITY OF HUTTO, (the “City”), a municipal corporation and home-rule city of the State of Texas, and the YOUNG MEN’S CHRISTIAN ASSOCIATION OF GREATER WILLIAMSON COUNTY (the “YMCA”) (collectively, the “Parties”).

WHEREAS, the YMCA is a non-for-profit organization dedicated to building self-esteem and enriching body, mind, and spirit for persons of all ages and economic levels and addresses community needs through wellness, leadership, and family strengthening activities; and

WHEREAS, the City is charged with the responsibility of providing public facilities for the purpose of leisure time and recreation activities and health enrichment for general public wellness and fitness; and

WHEREAS, on December 15, 2011, the City and the YMCA entered into a Lease Agreement regarding the lease of a building constructed by the City for recreational purposes and a management agreement regarding such building; and

WHEREAS, the Parties desire to amend the Management Agreement dated December 15, 2011 to clarify the responsibilities of both parties for certain capital improvements; and

WHEREAS, the Parties agree that the other terms and conditions as set forth in “Attachment A”, that document entitled “*Management Agreement*” dated December 15, 2011 (“Agreement”), attached hereto and fully incorporated herein, shall remain in full force and effect.

NOW THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the City and YMCA agree that said Agreement is amended as follows:

AGREEMENT:

1. Article I(A) of the Agreement is hereby amended to read as follows:

The purpose of this Agreement is to effectuate the operation, management, and maintenance of the Center by the YMCA. The operation of the Center by the YMCA is in the best interests of the City and the health and welfare of its residents and is in accord with the public purposes of applicable federal, state, and local laws and regulations.

The YMCA will operate the Center. The Center shall be managed and operated as a not-for-profit institution available to members of the YMCA and the general public without discrimination as to age, race, creed, religion, sex, marital status, national origin, political affiliation, physical handicap, or ancestry. Financial assistance funds for programs will be publicized and made readily and quickly available for those who cannot afford the full cost of participating.

All parties acknowledge that this Agreement is of mutual benefit and therefore pledge their cooperation in establishing the type of programs that both parties agree are beneficial to the community and insure that there are policies for continued access to the community at large.

The YMCA shall act as the general clearing house, overseer, coordinator, and promoter of recreation, fitness, safety and therapy programs offered in the Center. The YMCA shall be responsible for daily maintenance and cleanliness of the Center and be responsible for a capital maintenance plan and reserve fund for the center as outlined in Exhibit A. This Agreement defines the operating terms mutually agreed upon by the parties.

2. Article I(B)(1) of the Agreement is hereby amended to read as follows:

The City is a public body, corporate and politic, exercising governmental functions and powers as the home rule city in the State of Texas. The office of the City is located at 500 W. Live Oak Street, Hutto, Texas 78634. "City," as used in this Agreement includes the City of Hutto, Texas, and any assignee of or successor to its rights, powers, and responsibilities.

3. Article III(A) of the Agreement is hereby amended to read as follows:

The YMCA agrees to manage and operate the Center in a professional, efficient, and businesslike manner.

All expenses for the operation and maintenance of the Center ("O&M Expenses") will be paid by the YMCA. O&M Expenses are defined as all expenses associated with operating and maintaining a YMCA Center including all routine and preventative maintenance of the facility's assets including moveable equipment. (Moveable equipment is considered any asset that is owned and provided by the YMCA that is not permanently attached to the Center. The YMCA shall provide documentation semiannually demonstrating compliance through maintenance agreements and service records as detailed in the Capital Maintenance Plan and Reserve Fund (Exhibit A).

4. Article III(C) of the Agreement is hereby amended to read as follows:

The YMCA agrees to maintain the Center and the moveable equipment provided within the Center, and all parts thereof, in good condition and repair and in as safe a condition as its operation will reasonably permit, and to make all repairs thereto which may be reasonably necessary for this purpose.

All regular and daily maintenance duties and responsibilities shall be carried out by the YMCA. The YMCA shall be responsible for all capital maintenance, repair and replacement as provided for in Exhibit A. Conditioned on the City's payment under Article III(D), the YMCA shall also be responsible for the capital maintenance, repair, and replacement items described in Exhibit B, which existed prior to July 1, 2021. The City's payment under Article III(D) satisfies the City's obligation for capital maintenance, repair, and replacement for items that existed prior to July 1, 2021.

5. Article III of the Agreement is hereby amended by adding new subsections D and E to read

as follows:

D. The City and the YMCA agree that certain capital, repair, and replacement items described in Exhibit B were the City's responsibility before July 1, 2021. The YMCA's obligations for capital, repair, and replacement items described in Exhibit B are in consideration for the City's obligations under Subsection E to pay Two Hundred Thirty Thousand Three Hundred Seventy-One and 00/100 Dollars (\$230,371.00) pursuant to the payment terms provided in Article III(E).

E. In considerations for the YMCA's capital repair and replacement obligations described in Exhibit B, the City shall pay YMCA Two Hundred Thirty Thousand Three Hundred Seventy-One and 00/100 Dollars (\$230,371.00). All funding received pursuant to this Subsection shall be used to perform the capital repair and replacement obligations described in Exhibit B. The City shall pay YMCA the amount of One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00) not later than August 1, 2021. The remainder of the Two Hundred Thirty Thousand Three Hundred Seventy-One and 00/100 Dollars (\$230,371.00) payable shall be paid on or before October 31, 2021. The YMCA shall fully complete the capital repair and replacement obligations described in Exhibit B by April 29, 2022.

6. Exhibit A of the Agreement is hereby amended to read in accordance with *Attachment 1* which is attached hereto and incorporated herein for all intents and purposes.

7. The Agreement is hereby amended to add a new Exhibit B to read in accordance with *Attachment 2* which is attached hereto and incorporated herein for all intents and purposes.

8. Capitalized terms not otherwise defined in this First Amendment shall have the meanings ascribed to them in the Agreement.

9. Except as amended hereby, the Agreement as originally written remains in full force and effect.

10. This First Amendment may be executed in multiple counterparts, which, when combined together, shall constitute an original of this First Amendment. In addition, facsimile signatures of the parties shall be effective on all counterparts of this First Amendment.

11. This, First Amendment together with the Agreement, embodies the entire agreement of the parties hereto, and is binding upon and inures to the benefit of the parties to this First Amendment and their respective heirs, executors, administrators, personal representatives, legal representatives, successors and assigns and incorporates all previous correspondence or communication, whether written or oral. The Agreement, as amended hereby, can only be further modified or varied by written instrument subscribed to by the parties hereto.

IN WITNESS WHEREOF, the City and YMCA have made and have executed this First Amendment in multiple copies, each of which is an original.

CITY OF HUTTO, TEXAS

By: _____
Warren Hutmacher, City Manager

Date: _____

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on _____, 2021, by
Warren Hutmacher, City Manager, on behalf of the City of Hutto, a municipal corporation.

Notary Public in and for the
State of Texas

YMCA

By: _____
Jeff Andresen, President/CEO

Date: _____

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on _____, 2021, by Jeff Andresen, President/CEO, on behalf of the YMCA.

Notary Public in and for the
State of Texas

Attachment 1

**Hutto YMCA
Capital Maintenance Plan and Reserve Fund
Exhibit A**

Definitions:

Capital Maintenance, Repair and Replacement is defined as any repair, maintenance or replacement of any fixed item that was included in the original construction of the facility which has an anticipated or unanticipated need for repair due to breakdown or need for replacement due to anticipated or unanticipated life expectancy which may be less than the term of the lease. The following facility components are included in the City of Hutto YMCA Capital Maintenance Plan.

Swimming Pool:

Pumps, filters, chlorinators, controls, fixed toys, tank, slides, gutters, plumbing.

HVAC/Plumbing:

Air conditioners, heaters, split systems, dehumidifiers, hot water tanks, water storage tanks, pumps.

Parking Lot:

Crack sealing, top coating, asphalt repair, replacement.

Roof:

Leaks, repair/replacement.

Funding Plan:

Daily Maintenance Funding:

Responsibility: YMCA

Underwrites any single repair of a capital equipment item that is less than \$1,000.

Preventative Maintenance Contracts:

Responsibility: YMCA

Underwrites an ongoing annual preventative maintenance contract with a reputable professional firm that minimizes cost associated with breakdowns and maximizes life expectancy of equipment.

Capital Equipment Repair Funding:

Responsibility: YMCA

Underwrites any single repair of a capital equipment item that exceeds the YMCA's daily repair cap of \$1,000. Prior to May 1 of each year, the YMCA shall annually prepare a budget identifying any anticipated capital equipment repair.

Capital Equipment Replacement (Anticipated and Unanticipated)

Responsibility: YMCA

Underwrites replacement of capital equipment items, whether or not they are not identified or scheduled in the maintenance reserve plan.

Reserve Fund

The YMCA shall establish a reserve fund for future capital repairs and replacement.

MANAGEMENT AGREEMENT

THIS OPERATING AGREEMENT is entered into as of the 15 day of DEC., 2011, by and between the YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER WILLIAMSON COUNTY (the "YMCA") and the CITY OF HUTTO (the "City"). The YMCA and the City agree as follows:

RECITALS

WHEREAS, the YMCA is a non-for-profit organization dedicated to building self-esteem and enriching body, mind, and spirit for persons of all ages and economic levels and addresses community needs through wellness, leadership, and family strengthening activities; and

WHEREAS, City is charged with the responsibility of providing public facilities for the purpose of leisure time and recreation activities and health enrichment for general public wellness and fitness; and

WHEREAS, the City and the YMCA have mutual interests in providing recreation, wellness, and education opportunities for their respective constituencies, this Agreement is intended to assist in the accomplishment of the following goals:

- (1) Construct and manage a multipurpose recreation center ("Center") to better meet the recreation, fitness, safety and therapy needs of the growing Hutto community;
- (2) To ensure that people of all ages and economic levels are provided with the opportunity to enjoy and have access to a broad range of programs and services provided at the proposed facility;
- (3) To ensure that operation and maintenance of the Center is performed in the most cost-effective and efficient manner possible; and
- (4) To cooperate and work together for the scheduling of joint use of the Center for the purpose of providing programs and facilities, subject to operational constraints and limitations of the program and facilities.

WHEREAS, the City and the YMCA entered into a Lease Agreement regarding the lease of a building constructed by the City for recreational purposes;

NOW, THEREFORE, the City and the YMCA agree as follows:

R-11-12-15-V12

AGREEMENT

I. SUBJECT OF AGREEMENT

A. Purpose of This Agreement

The purpose of this Agreement is to effectuate the operation, management, and maintenance of the Center by the YMCA. The operation of the Center by the YMCA is in the best interests of the City and the health and welfare of its residents and is in accord with the public purposes of applicable federal, state, and local laws and regulations.

The YMCA will operate the Center. The Center shall be managed and operated as a not-for-profit institution available to members of the YMCA and the general public without discrimination as to age, race, creed, religion, sex, marital status, national origin, political affiliation, physical handicap, or ancestry. Financial assistance funds for programs will be publicized and made readily and quickly available for those who cannot afford the full cost of participating.

All parties acknowledge that this Agreement is of mutual benefit and therefore pledge their cooperation in establishing the type of programs that both parties agree are beneficial to the community and insure that there are policies for continued access to the community at large.

The YMCA shall act as the general clearing house, overseer, coordinator, and promoter of recreation, fitness, safety and therapy programs offered in the Center. The YMCA shall be responsible for daily maintenance and cleanliness of the Center and will participate with the City in a capital maintenance plan and reserve fund for the center as outlined in Exhibit A. This Agreement defines the operating terms mutually agreed upon by the parties.

B. Parties to This Agreement

1. The City

The City is a public body, corporate and politic, exercising governmental functions and powers as the home rule city in the State of Texas. The office of the City is located at 401 West Front Street, Hutto, Texas 78634. "City," as used in this Agreement includes the City of Hutto, Texas, and any assignee of or successor to its rights, powers, and responsibilities.

2. The YMCA

The YMCA is an organization exempt from federal income taxation under Section 501(a) of the Code by virtue of being described in Section 501(c)(3) of the Internal Revenue Code.

II. TERM CANCELLATION AND RENEWAL

This Operating Agreement shall be for an initial term of thirty (30) years with a renewal

term of twenty-five (25) years. During the 28th year of the initial term, the parties shall renegotiate the terms of the renewal lease.

III. OPERATIONS

A. Operations in General

The YMCA agrees to manage and operate the Center in a professional, efficient, and businesslike manner.

All expenses for the operation and maintenance of the Center (“O&M Expenses”) will be paid by the YMCA. O&M Expenses are defined as all expenses associated with operating and maintaining a YMCA Center including all routine and preventative maintenance of the facility’s assets including moveable equipment. (Moveable equipment is considered any asset that is owned and provided by the YMCA that is not permanently attached to the Center. The YMCA shall provide documentation annually demonstrating compliance through maintenance agreements and service records as detailed in the Capital Maintenance Plan and Reserve Fund (Exhibit A).

B. User Fees, Program Schedule, and Budget

Prior to May 1 of each calendar year the City shall submit to the YMCA for the following calendar year requested dates for scheduling not to exceed ten (10) days, and use of the Center’s conference room for City events and other dates for the reservation of the Center’s meeting facilities. The (10) day request may include scheduled use of the swimming pool for free community events. The City will be responsible for incidental costs associated with the use of the facility, i.e. lifeguards, janitorial. Usage of the swimming pool for City events cannot conflict, compete or be similar to programs being offered by the YMCA. The YMCA shall take into account the City’s submitted information in preparing the annual schedule.

Prior to May 1 of each calendar year, the YMCA and the City shall discuss proposed programs that will be mutually beneficial to the community.

C. Maintenance Obligations of YMCA

The YMCA agrees to maintain the Center and the moveable equipment provided within the Center, and all parts thereof, in good condition and repair and in as safe a condition as its operation will reasonably permit, and to make all repairs thereto which may be reasonably necessary for this purpose.

All regular and daily maintenance duties and responsibilities shall be carried out by the YMCA. The YMCA and the City agree to the funding plan outlined in Exhibit A for all capital equipment.

D. Agreement Not a Tenancy and Independent Contractor

Nothing in this Agreement shall be construed as creating a joint tenancy between the City and the YMCA. The parties agree that, except as hereinafter specified, YMCA shall render services to the City as an independent contractor and not as an employee of the City.

IV. INDEMNITY, INSURANCE, BOND, TAXES, AND LEGAL COMPLIANCE

A. Indemnification

YMCA shall indemnify and hold the City and its respective officials, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorney fees (collectively referred to in this Section as "claim"), which may be imposed upon or incurred by or asserted against the City or its respective officials, agents, and employees by reason of any of the following occurrences during the term of this Agreement; provided, however, YMCA shall have no obligation to indemnify and hold the City and its officials, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of the City or its officials, agents, or employees or from conduct resulting in an award of punitive damages against the City:

- a. Any work done in, on, or about the Center by or at the direction of YMCA or by any party whatsoever; or
- b. Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Center or any part thereof, or
- c. Any negligence or willful acts or omissions on the part of YMCA or any of its agents, contractors, employees, subtenants, operators, licensees, or invitees; or
- d. Any accident, injury, or damage to any person or property occurring in, on, or about the Center or any part thereof; or
- e. Any failure on the part of YMCA to perform or comply with any of the terms, provisions, covenants, and condition contained in this Agreement to be performed or complied with on its part.

In case any action or proceeding is brought against the City or its respective officials, agents, and employees by reason of any such claim, YMCA, upon written notice from the City, shall, at YMCA's expense, resist or defend such action or proceeding by counsel selected by YMCA or YMCA's insurance carrier.

The YMCA shall procure and maintain continuously in effect during the term of this Agreement policies of insurance of the kind and amount as follows:

1. The YMCA shall procure and maintain comprehensive or commercial general liability insurance, including broad form endorsement and stopgap (employees liability endorsements) in minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate combined single limit for personal injury, including death, and or property damage. Coverages thereunder shall include premises and operations liability, contractual liability, personal injury, owner's and contractors' protection, elevator liability, employees' liability, projects, and completed operations coverage.
2. The YMCA shall procure and maintain "all-risk" insurance, including fire and extended coverage endorsements, in an amount not less than one hundred percent (100%) of the actual full replacement cost value of the Center to insure against loss or damage to the Center against the perils of fire, lightning, debris removal, vandalism, malicious mischief, windstorm, theft, mysterious disappearance, and such other hazards and perils as are embraced and covered by "all-risk" endorsements in use in the State of Texas.

Such insurance shall provide that the City is named additional insured.

E. General Insurance Requirements

All insurance shall be obtained from insurance companies licensed to do business in the State of Texas. YMCA shall furnish the City policies evidencing all such insurance or a certificate or certificates of the respective insurers, stating that such insurance is in force and effect. Each policy of insurance herein required shall contain a provision that the insurer shall not cancel it without endeavoring to give written notice to the City of at least thirty (30) days before the cancellation becomes effective. All policies or certificates of insurance shall be approved and determined by the City whether in compliance with this Operating Agreement. The insurance coverage herein required may be provided by a blanket insurance policy or policies. The YMCA shall provide the City with a certificate of insurance or other proof of insurance evidencing the YMCA's compliance with the requirements of this paragraph.

F. City and Other Governmental Permits

The YMCA shall, at its own expense, secure or cause to be secured any and all permits which may be required by any governmental entity for the Center, including the Williamson County Health Department. The City shall exercise their best efforts to provide all assistance to the YMCA in securing these permits.

1. Rights of Access

For the purpose of assuring compliance with this Agreement, representatives of the City shall have reasonable right of access to the Center without charges or fees and at normal operating hours for the purposes of this Agreement, including, but not limited to, the inspection of the Center. Such representatives of the City shall be those who are so identified in writing by the City.

2. Local, State and Federal Laws

The YMCA shall comply with all applicable laws, including all applicable federal and state labor laws.

3. Taxes, Assessments, Encumbrances, and Liens (if any)

The YMCA shall pay when due all real estate and personal property taxes and property owner association assessments levied upon the Center throughout the term of this Agreement. Nothing herein contained shall be deemed to prohibit the YMCA from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available to the YMCA with respect thereto; provided, such contest does not subject the Center or any portion thereof to forfeiture or sale. The City is not responsible for any other payments or charges related to the operation, management or maintenance of the Center.

V. USE OF THE CENTER

A. Obligation to Refrain from Discrimination

The YMCA covenants by and for itself and any successors in interest that there shall be no discrimination against any person or group of persons on account of race, color, creed, religion, use, occupancy, tenure, or enjoyment of the Center.

VI. DEFAULTS, REMEDIES, AND TERMINATION

A. Defaults in General

Failure or delay by any party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy with reasonable diligence and during any period of curing shall not be in default.

The party claiming default shall give written notice of default to the party in default and to the non-interested party specifying the default complained of. Except as required to protect

against further damages a party may not institute proceedings against the party in default until ninety (90) days after giving such notice, said ninety (90) days constituting the period to cure any default. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

It is expressly understood and agreed that each of the covenants, promises, stipulations, and agreements of the parties hereto are an integral and indivisible part of the mutual consideration given by each of the parties to this Agreement and that each covenant, promise, stipulation, and agreement of the parties shall be deemed and construed as material. It is further understood and agreed that failure, refusal, or neglect for any reason whatsoever of either party to perform any of the covenants, promises, stipulations, or agreements to be performed by that party pursuant to the terms and provisions of this Agreement shall constitute a material default on the part of that party, giving to the other the right to exercise each and every of its remedies reserved in or under, or otherwise the right to enforce, this Agreement in accordance with provisions of this article and other provisions relating to default in this Agreement.

B. Alternative Dispute Resolution

The City and the YMCA recognize that for claims arising under this Agreement, there is a less expensive, more effective method of resolution than the traditional lawsuit. Alternative Dispute Resolution (ADR) procedures involve collaborative techniques which can often spare the high cost and wear and tear of litigation.

VII. YMCA TAX COVENANTS

A. Tax Covenant.

It is the understanding of the YMCA that the City has financed the Center with the proceeds of the Certificates of Obligation (the "Tax-Exempt Bonds"). In connection with the issuance of the Tax-Exempt Bonds, the City has given covenants (the "Bond Covenants") to the holders of the Tax-Exempt Bonds that the Center will be used in a manner that assures that the Tax-Exempt Bonds continue to qualify as obligations within the meaning of section 103 of the Internal Revenue Code (the "Code"). The YMCA agrees not to use or permit the use of the Center in a manner which it knows or should know would result in a violation of the Bond Covenants or which would otherwise adversely affect the federal income tax status of the Tax-Exempt Bonds under Section 103 of the Code. Moreover, in furtherance thereof, if the YMCA is

notified by the City that the Tax-Exempt Bonds have been selected for audit by the Internal Revenue Service, then the YMCA agrees to provide to City such information in its possession with respect to the Center in order that City may timely respond to any questions posed to it by the Internal Revenue Service.

B. Representation and Warranties as to Tax-Exempt Status of YMCA

The YMCA hereby represents and warrants as follows:

1. the YMCA is an organization exempt from federal income taxation under Section 501(a) of the Code by virtue of being described in Section 501(c)(3) of the Code;

2. the purposes, character, activities and methods of operation of the YMCA have not changed materially since its organization and are not materially different from the purposes, character, activities and methods of operation at the time of its receipt of a determination by the Internal Revenue Service that it was an organization described in Section 501(c)(3) of the Code (the "Determination");

3. the YMCA has not diverted a substantial part of its corpus or income for a purpose or purposes other than for which it is organized or operated and disclosed to the Internal Revenue Service in connection with the Determination;

4. the YMCA has not operated since its organization in a manner that would result in it being classified as an "action" organization within the meaning of Section 1.501(c)(3)-(1)(c)(3) of the Regulations including, but not limited to, by promoting or attempting to influence legislation by means of propaganda or otherwise;

5. with the exception of the payment of compensation (and the payment or reimbursement of expenses) which is not excessive and is for personal services which are reasonable and necessary to carrying out the purposes of the YMCA, no person controlled by any such individual or individuals nor any person having a personal or private interest in the activities of the YMCA has acquired or received, directly or indirectly, any income or assets, regardless of form, of the YMCA during the current Fiscal Year and the period, if any preceding the current Fiscal Year, other than as reported to the Internal Revenue Service by the YMCA;

6. the YMCA is not a "private foundation" within the meaning of Section 509(a) of the Code;

7. the YMCA has not received any indication of notice whatsoever to the effect that its exemption under Section 501(c)(3) of the Code has been revoked or modified, or that the Internal Revenue Service is considering revoking or modifying such exemption, and such exemption is still in force and effect;

8. the YMCA has filed with the Internal Revenue Service all requests for determination, reports and returns required to be filed by it and such requests for determination, reports and returns have not omitted or misstated any material fact and has notified the Internal

Revenue Service of any changes in its organization and operation since the date of the application for the Determination; and

9. the YMCA has not devoted more than an insubstantial part of its activities in furtherance of a purpose other than an exempt purpose within the meaning of Section 501(c)(3) of the Code.

10. The YMCA agrees that it will not use the Center or any part thereof, or permit the Center or any part thereof to be used in a manner which would violate the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America, including the decisions of the United States Supreme Court interpreting the same or any comparable provisions of the Constitution of the State, including the decisions in the Supreme Court of the State interpreting the same.

VIII. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between parties shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the parties. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

B. Non-Liability of City Officials and Employees

No member, official, or employee of the City shall be personally liable to the YMCA in the event of any default or breach by the City or for any amount which may become due to the YMCA or on any obligations under the terms of this Agreement.

C. Approvals by the District, the City and the YMCA

Wherever in this Agreement the approval of the City or the YMCA is required, such approval shall not be unreasonably withheld.

D. Attorney Fees

In the events of any action or proceeding at law or in equity between any of the parties to enforce any provision of this Agreement or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing party and costs and fees incurred on appeal, and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses, and attorney fees shall be included in and as a part of such judgment.

IX. SPECIAL PROVISIONS

A. Amendments to This Agreement

The YMCA and the City agree to mutually consider reasonable requests for amendments to this Agreement and any attachments hereto, which may be made by any of the parties hereto, lending institutions, or consultants to the City and the YMCA, provided such requests are consistent with this Agreement and such attachments and would not substantially alter the basic business terms included herein or therein.

B. Computation of Time

In computing any period of time prescribed or allowed under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last calendar day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. As used herein, "legal holiday" means a legal holiday recognized by the City on which the offices of the City are closed for City business.

C. No Third-Party Beneficiary

The provisions of this Agreement are for the exclusive benefit of the City and the YMCA, and their successors and assigns, and are not for the benefit of any third person; nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

D. Good Faith and Cooperation

It is agreed by the City and the YMCA that it is in their mutual best interests and in the best interest of the public that the Center be operated and managed as herein agreed, and, to that end, the parties shall in all instances cooperate and act in good faith in compliance with all of the terms, covenants, and conditions of this agreement and shall deal fairly with each other.

E. Severability

In case any one (1) or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

F. Headings

The sections headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

G. Parties in Interest

All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and by their respective successors in interest.

H. Governmental Action

In the event any governmental authority takes any action which inhibits or adversely affects the Center, or if a portion of the Center shall be acquired or condemned under the threat of eminent domain or any other governmental power, or if any governmental authority takes any action which causes or substantially contributes to a reduction in the use of the Center, YMCA shall have the right to terminate this Agreement by giving thirty (30) days written notice to the City or continue its operations on the balance of the location, if any.

I. Audit

The City reserves the right to audit any and all records of the YMCA regarding the Center to insure compliance with the terms and conditions stated in this Agreement.

X. ENTIRE AGREEMENT, CONTRACTS, WAIVERS, AND AMENDMENTS

This Agreement may be executed in any number of counterparts, and once so executed by all parties thereto, each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one (1) agreement.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supercedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

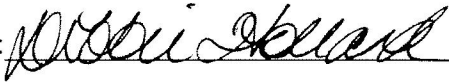
All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and the YMCA, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and the YMCA.

[Signatures on the following page.]

"City"

CITY OF HUTTO,
a public body, corporate and politic

Dated: 12-15-11

By: 

Its: MAYOR

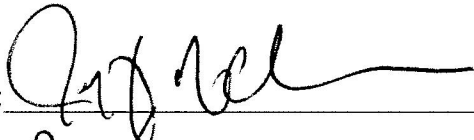
ATTEST:

By: Christine Martinez

"YMCA"

YMCA OF GREATER WILLIAMSON
COUNTY

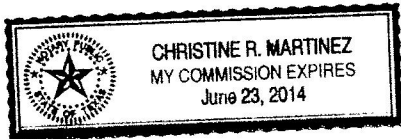
Dated 12-23-11

By: 

Its: Pres/ceo.

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

On this 15 day of Dec, 2011, before me, the undersigned notary public, personally appeared Debbie Holland, Mayor of the CITY OF HUTTO, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.



Christine R. Martinez
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

On this ____ day of _____, 2011, before me, the undersigned notary public, personally appeared _____ of the YMCA of GREATER WILLIAMSON COUNTY, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

Notary Public, State of Texas

EXHIBIT A
Hutto YMCA
Capital Maintenance Plan and Reserve Fund

Definitions:

Capital Maintenance, Repair and Replacement is defined as any repair, maintenance or replacement of any fixed item that was included in the original construction of the facility which has an anticipated or unanticipated need for repair due to breakdown or need for replacement due to anticipated or unanticipated life expectancy which may be less than the term of the lease. The following facility components are included in the City of Hutto YMCA Capital Maintenance Plan.

Swimming Pool:

Pumps, filters, chlorinators, controls, fixed toys, tank, slides, gutters, plumbing.

HVAC/Plumbing:

Air conditioners, heaters, split systems, dehumidifiers, hot water tanks, water storage tanks, pumps.

Parking Lot:

Crack sealing, top coating, asphalt repair, replacement.

Roof:

Leaks, repair/replacement.

Funding Plan:

Daily Maintenance Funding:

Responsibility: YMCA

Underwrites any single repair of a capital equipment item that is less than \$1,000.

Preventative Maintenance Contracts:

Responsibility: YMCA

Underwrites an ongoing annual preventative maintenance contract with a reputable professional firm that minimizes cost associated with breakdowns and maximizes life expectancy of equipment.

Capital Equipment Repair Funding:

Responsibility: City

Underwrites any single repair of a capital equipment item that exceeds the YMCA's daily repair cap of \$1,000. Prior to May 1 of each year, the YMCA shall annually prepare a budget identifying any anticipated capital equipment repair.

"Anticipated" Capital Equipment Replacement

Responsibility: City

Underwrites replacement of capital equipment items that are not identified or scheduled in the maintenance reserve plan.

"Unanticipated" Capital Equipment Replacement

Responsibility: City 50% YMCA 50%

Underwrites capital equipment replacement that is identified/scheduled in the capital maintenance plan.

Reserve Fund

The City shall establish a reserve fund for future capital repairs and replacement.

RESERVE FUND TABLE

The Reserve Fund is for forecasting purposes only.

	YEARS 1 - 5					YEARS 6-10					YEARS 11-15					YEARS 16 - 20					YEARS 21 - 25					YEARS 26-30					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
YMCA LEASE PAYMENT	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	185,000	185,000	185,000	185,000	185,000	\$196,000	\$196,000	\$196,000	\$196,000	\$196,000	\$205,000	\$205,000	\$205,000	\$205,000	\$205,000	\$211,000	\$212,000	\$212,000	\$212,000	\$212,000	
FUND CONTRIBUTION (Year 1 - 5 - 20%)	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000																										
FUND CONTRIBUTION (Year 6-10 - 20%)						\$15,000	\$15,000	\$15,000	\$15,000	\$15,000																					
FUND CONTRIBUTION (Year 11-15 - 20%)											\$33,000	\$33,000	\$33,000	\$33,000	\$33,000																
FUND CONTRIBUTION (Year 16-20 - 15%)																\$29,250	\$29,250	\$29,250	\$29,250	\$29,250											
FUND CONTRIBUTION (Year 21-25 - 15%)																					\$30,750	\$30,750	\$30,750	\$30,750	\$30,750						
FUND CONTRIBUTION (Year 26-30 - 15%)																										\$31,800	\$31,800	\$31,800	\$31,800	\$31,800	
SWIMMING POOL																															
Annual Capital Pool Equipment Repair (Filters, Pumps, Boilers, Chlorinators, Controls, Piping)					\$2,500	\$2,500	\$2,700	\$2,700	\$2,700	\$2,700	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	
"Unanticipated" Capital Pool Equipment Replacement					\$1,500	\$1,500	\$1,700	\$1,700	\$1,700	\$1,700	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,300	\$2,300	\$2,300	\$2,300	\$2,300	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	
"Anticipated " Capital Pool Equipment Replacement Pool Repaving (Years 8, 14, 24)																\$18,000															\$20,000
ROOF																															
Annual Capital Roof Repair						\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000						
"Unanticipated" Capital Roof Replacement																															
"Anticipated" Roof Replacement																															\$75,000
HVAC/PLUMBING																															
Annual Capital HVAC/Plumbing Equipment Repair		\$2,000	\$2,000	\$2,000	\$2,000	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
"Unanticipated" Capital HVAC/Plumbing Equipment Replacement		\$1,500	\$1,500	\$1,500	\$1,500	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,300	\$2,300	\$2,300	\$2,300	\$2,300	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
"Anticipated" Capital HVAC/Plumbing Equipment Replacement (10 units/2 each year)											\$16,000	\$16,000	\$16,000	\$16,000	\$16,000					\$18,000	\$18,000	\$18,000	\$18,000	\$18,000							
PARKING LOTS																															
"Unanticipated" Parking Lot Repair (N/A)																															
"Anticipated " Parking Lot Repair (Seal Coat/Misc. Asphalt Repair)																															\$15,000
Total Anticipated Annual Expense	\$5,000	\$7,500	\$7,500	\$7,500	\$7,500	\$9,300	\$9,300	\$9,300	\$9,300	\$9,300	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$9,300	\$9,300	\$9,300	\$9,300	\$9,300	\$9,300	\$9,300	\$9,300	\$9,300	\$9,300	\$11,500	\$11,500	\$11,500	\$11,500	\$26,500	\$11,500

EXHIBIT “A”

MANAGEMENT AGREEMENT

THIS OPERATING AGREEMENT is entered into as of the ____ day of _____, 2011, by and between the YOUNG MEN’S CHRISTIAN ASSOCIATION OF GREATER WILLIAMSON COUNTY (the “YMCA”) and the CITY OF HUTTO (the “City”). The YMCA and the City agree as follows:

RECITALS

WHEREAS, the YMCA is a non-for-profit organization dedicated to building self-esteem and enriching body, mind, and spirit for persons of all ages and economic levels and addresses community needs through wellness, leadership, and family strengthening activities; and

WHEREAS, City is charged with the responsibility of providing public facilities for the purpose of leisure time and recreation activities and health enrichment for general public wellness and fitness; and

WHEREAS, the City and the YMCA have mutual interests in providing recreation, wellness, and education opportunities for their respective constituencies, this Agreement is intended to assist in the accomplishment of the following goals:

- (1) Construct and manage a multipurpose recreation center (“Center”) to better meet the recreation, fitness, safety and therapy needs of the growing Hutto community;
- (2) To ensure that people of all ages and economic levels are provided with the opportunity to enjoy and have access to a broad range of programs and services provided at the proposed facility;
- (3) To ensure that operation and maintenance of the Center is performed in the most cost-effective and efficient manner possible; and
- (4) To cooperate and work together for the scheduling of joint use of the Center for the purpose of providing programs and facilities, subject to operational constraints and limitations of the program and facilities.

WHEREAS, the City and the YMCA entered into a Lease Agreement regarding the lease of a building constructed by the City for recreational purposes;

NOW, THEREFORE, the City and the YMCA agree as follows:

AGREEMENT

I. SUBJECT OF AGREEMENT

A. Purpose of This Agreement

The purpose of this Agreement is to effectuate the operation, management, and maintenance of the Center by the YMCA. The operation of the Center by the YMCA is in the best interests of the City and the health and welfare of its residents and is in accord with the public purposes of applicable federal, state, and local laws and regulations.

The YMCA will operate the Center. The Center shall be managed and operated as a not-for-profit institution available to members of the YMCA and the general public without discrimination as to age, race, creed, religion, sex, marital status, national origin, political affiliation, physical handicap, or ancestry. Financial assistance funds for programs will be publicized and made readily and quickly available for those who cannot afford the full cost of participating.

All parties acknowledge that this Agreement is of mutual benefit and therefore pledge their cooperation in establishing the type of programs that both parties agree are beneficial to the community and insure that there are policies for continued access to the community at large.

The YMCA shall act as the general clearing house, overseer, coordinator, and promoter of recreation, fitness, safety and therapy programs offered in the Center. The YMCA shall be responsible for daily maintenance and cleanliness of the Center and will participate with the City in a capital maintenance plan and reserve fund for the center as outlined in Exhibit A. This Agreement defines the operating terms mutually agreed upon by the parties.

B. Parties to This Agreement

1. The City

The City is a public body, corporate and politic, exercising governmental functions and powers as the home rule city in the State of Texas. The office of the City is located at 401 West Front Street, Hutto, Texas 78634. "City," as used in this Agreement includes the City of Hutto, Texas, and any assignee of or successor to its rights, powers, and responsibilities.

2. The YMCA

The YMCA is an organization exempt from federal income taxation under Section 501(a) of the Code by virtue of being described in Section 501(c)(3) of the Internal Revenue Code.

II. TERM CANCELLATION AND RENEWAL

This Operating Agreement shall be for an initial term of thirty (30) years with a renewal

term of twenty-five (25) years. During the 28th year of the initial term, the parties shall renegotiate the terms of the renewal lease.

III. OPERATIONS

A. Operations in General

The YMCA agrees to manage and operate the Center in a professional, efficient, and businesslike manner.

All expenses for the operation and maintenance of the Center ("O&M Expenses") will be paid by the YMCA. O&M Expenses are defined as all expenses associated with operating and maintaining a YMCA Center including all routine and preventative maintenance of the facility's assets including moveable equipment. (Moveable equipment is considered any asset that is owned and provided by the YMCA that is not permanently attached to the Center. The YMCA shall provide documentation annually demonstrating compliance through maintenance agreements and service records as detailed in the Capital Maintenance Plan and Reserve Fund (Exhibit A).

B. User Fees, Program Schedule, and Budget

Prior to May 1 of each calendar year the City shall submit to the YMCA for the following calendar year requested dates for scheduling not to exceed ten (10) days, and use of the Center's conference room for City events and other dates for the reservation of the Center's meeting facilities. The (10) day request may include scheduled use of the swimming pool for free community events. The City will be responsible for incidental costs associated with the use of the facility, i.e. lifeguards, janitorial. Usage of the swimming pool for City events cannot conflict, compete or be similar to programs being offered by the YMCA. The YMCA shall take into account the City's submitted information in preparing the annual schedule.

Prior to May 1 of each calendar year, the YMCA and the City shall discuss proposed programs that will be mutually beneficial to the community.

C. Maintenance Obligations of YMCA

The YMCA agrees to maintain the Center and the moveable equipment provided within the Center, and all parts thereof, in good condition and repair and in as safe a condition as its operation will reasonably permit, and to make all repairs thereto which may be reasonably necessary for this purpose.

All regular and daily maintenance duties and responsibilities shall be carried out by the YMCA. The YMCA and the City agree to the funding plan outlined in Exhibit A for all capital equipment.

D. Agreement Not a Tenancy and Independent Contractor

Nothing in this Agreement shall be construed as creating a joint tenancy between the City and the YMCA. The parties agree that, except as hereinafter specified, YMCA shall render services to the City as an independent contractor and not as an employee of the City.

IV. INDEMNITY, INSURANCE, BOND, TAXES, AND LEGAL COMPLIANCE

A. Indemnification

YMCA shall indemnify and hold the City and its respective officials, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorney fees (collectively referred to in this Section as "claim"), which may be imposed upon or incurred by or asserted against the City or its respective officials, agents, and employees by reason of any of the following occurrences during the term of this Agreement; provided, however, YMCA shall have no obligation to indemnify and hold the City and its officials, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of the City or its officials, agents, or employees or from conduct resulting in an award of punitive damages against the City:

- a. Any work done in, on, or about the Center by or at the direction of YMCA or by any party whatsoever; or
- b. Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Center or any part thereof; or
- c. Any negligence or willful acts or omissions on the part of YMCA or any of its agents, contractors, employees, subtenants, operators, licensees, or invitees; or
- d. Any accident, injury, or damage to any person or property occurring in, on, or about the Center or any part thereof; or
- e. Any failure on the part of YMCA to perform or comply with any of the terms, provisions, covenants, and condition contained in this Agreement to be performed or complied with on its part.

In case any action or proceeding is brought against the City or its respective officials, agents, and employees by reason of any such claim, YMCA, upon written notice from the City, shall, at YMCA's expense, resist or defend such action or proceeding by counsel selected by YMCA or YMCA's insurance carrier.

The YMCA shall procure and maintain continuously in effect during the term of this Agreement policies of insurance of the kind and amount as follows:

1. The YMCA shall procure and maintain comprehensive or commercial general liability insurance, including broad form endorsement and stopgap (employees liability endorsements) in minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate combined single limit for personal injury, including death, and or property damage. Coverages thereunder shall include premises and operations liability, contractual liability, personal injury, owner's and contractors' protection, elevator liability, employees' liability, projects, and completed operations coverage.
2. The YMCA shall procure and maintain "all-risk" insurance, including fire and extended coverage endorsements, in an amount not less than one hundred percent (100%) of the actual full replacement cost value of the Center to insure against loss or damage to the Center against the perils of fire, lightning, debris removal, vandalism, malicious mischief, windstorm, theft, mysterious disappearance, and such other hazards and perils as are embraced and covered by "all-risk" endorsements in use in the State of Texas.

Such insurance shall provide that the City is named additional insured.

E. General Insurance Requirements

All insurance shall be obtained from insurance companies licensed to do business in the State of Texas. YMCA shall furnish the City policies evidencing all such insurance or a certificate or certificates of the respective insurers, stating that such insurance is in force and effect. Each policy of insurance herein required shall contain a provision that the insurer shall not cancel it without endeavoring to give written notice to the City of at least thirty (30) days before the cancellation becomes effective. All policies or certificates of insurance shall be approved and determined by the City whether in compliance with this Operating Agreement. The insurance coverage herein required may be provided by a blanket insurance policy or policies. The YMCA shall provide the City with a certificate of insurance or other proof of insurance evidencing the YMCA's compliance with the requirements of this paragraph.

F. City and Other Governmental Permits

The YMCA shall, at its own expense, secure or cause to be secured any and all permits which may be required by any governmental entity for the Center, including the Williamson County Health Department. The City shall exercise their best efforts to provide all assistance to the YMCA in securing these permits.

1. Rights of Access

For the purpose of assuring compliance with this Agreement, representatives of the City shall have reasonable right of access to the Center without charges or fees and at normal operating hours for the purposes of this Agreement, including, but not limited to, the inspection of the Center. Such representatives of the City shall be those who are so identified in writing by the City.

2. Local, State and Federal Laws

The YMCA shall comply with all applicable laws, including all applicable federal and state labor laws.

3. Taxes, Assessments, Encumbrances, and Liens (if any)

The YMCA shall pay when due all real estate and personal property taxes and property owner association assessments levied upon the Center throughout the term of this Agreement. Nothing herein contained shall be deemed to prohibit the YMCA from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available to the YMCA with respect thereto; provided, such contest does not subject the Center or any portion thereof to forfeiture or sale. The City is not responsible for any other payments or charges related to the operation, management or maintenance of the Center.

V. USE OF THE CENTER

A. Obligation to Refrain from Discrimination

The YMCA covenants by and for itself and any successors in interest that there shall be no discrimination against any person or group of persons on account of race, color, creed, religion, use, occupancy, tenure, or enjoyment of the Center.

VI. DEFAULTS, REMEDIES, AND TERMINATION

A. Defaults in General

Failure or delay by any party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy with reasonable diligence and during any period of curing shall not be in default.

The party claiming default shall give written notice of default to the party in default and to the non-interested party specifying the default complained of. Except as required to protect

against further damages a party may not institute proceedings against the party in default until ninety (90) days after giving such notice, said ninety (90) days constituting the period to cure any default. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

It is expressly understood and agreed that each of the covenants, promises, stipulations, and agreements of the parties hereto are an integral and indivisible part of the mutual consideration given by each of the parties to this Agreement and that each covenant, promise, stipulation, and agreement of the parties shall be deemed and construed as material. It is further understood and agreed that failure, refusal, or neglect for any reason whatsoever of either party to perform any of the covenants, promises, stipulations, or agreements to be performed by that party pursuant to the terms and provisions of this Agreement shall constitute a material default on the part of that party, giving to the other the right to exercise each and every of its remedies reserved in or under, or otherwise the right to enforce, this Agreement in accordance with provisions of this article and other provisions relating to default in this Agreement.

B. Alternative Dispute Resolution

The City and the YMCA recognize that for claims arising under this Agreement, there is a less expensive, more effective method of resolution than the traditional lawsuit. Alternative Dispute Resolution (ADR) procedures involve collaborative techniques which can often spare the high cost and wear and tear of litigation.

VII. YMCA TAX COVENANTS

A. Tax Covenant.

It is the understanding of the YMCA that the City has financed the Center with the proceeds of the Certificates of Obligation (the "Tax-Exempt Bonds"). In connection with the issuance of the Tax-Exempt Bonds, the City has given covenants (the "Bond Covenants") to the holders of the Tax-Exempt Bonds that the Center will be used in a manner that assures that the Tax-Exempt Bonds continue to qualify as obligations within the meaning of section 103 of the Internal Revenue Code (the "Code"). The YMCA agrees not to use or permit the use of the Center in a manner which it knows or should know would result in a violation of the Bond Covenants or which would otherwise adversely affect the federal income tax status of the Tax-Exempt Bonds under Section 103 of the Code. Moreover, in furtherance thereof, if the YMCA is

notified by the City that the Tax-Exempt Bonds have been selected for audit by the Internal Revenue Service, then the YMCA agrees to provide to City such information in its possession with respect to the Center in order that City may timely respond to any questions posed to it by the Internal Revenue Service.

B. Representation and Warranties as to Tax-Exempt Status of YMCA

The YMCA hereby represents and warrants as follows:

1. the YMCA is an organization exempt from federal income taxation under Section 501(a) of the Code by virtue of being described in Section 501(c)(3) of the Code;

2. the purposes, character, activities and methods of operation of the YMCA have not changed materially since its organization and are not materially different from the purposes, character, activities and methods of operation at the time of its receipt of a determination by the Internal Revenue Service that it was an organization described in Section 501(c)(3) of the Code (the "Determination");

3. the YMCA has not diverted a substantial part of its corpus or income for a purpose or purposes other than for which it is organized or operated and disclosed to the Internal Revenue Service in connection with the Determination;

4. the YMCA has not operated since its organization in a manner that would result in it being classified as an "action" organization within the meaning of Section 1.501(c)(3)-(1)(c)(3) of the Regulations including, but not limited to, by promoting or attempting to influence legislation by means of propaganda or otherwise;

5. with the exception of the payment of compensation (and the payment or reimbursement of expenses) which is not excessive and is for personal services which are reasonable and necessary to carrying out the purposes of the YMCA, no person controlled by any such individual or individuals nor any person having a personal or private interest in the activities of the YMCA has acquired or received, directly or indirectly, any income or assets, regardless of form, of the YMCA during the current Fiscal Year and the period, if any preceding the current Fiscal Year, other than as reported to the Internal Revenue Service by the YMCA;

6. the YMCA is not a "private foundation" within the meaning of Section 509(a) of the Code;

7. the YMCA has not received any indication of notice whatsoever to the effect that its exemption under Section 501(c)(3) of the Code has been revoked or modified, or that the Internal Revenue Service is considering revoking or modifying such exemption, and such exemption is still in force and effect;

8. the YMCA has filed with the Internal Revenue Service all requests for determination, reports and returns required to be filed by it and such requests for determination, reports and returns have not omitted or misstated any material fact and has notified the Internal

Revenue Service of any changes in its organization and operation since the date of the application for the Determination; and

9. the YMCA has not devoted more than an insubstantial part of its activities in furtherance of a purpose other than an exempt purpose within the meaning of Section 501(c)(3) of the Code.

10. The YMCA agrees that it will not use the Center or any part thereof, or permit the Center or any part thereof to be used in a manner which would violate the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America, including the decisions of the United States Supreme Court interpreting the same or any comparable provisions of the Constitution of the State, including the decisions in the Supreme Court of the State interpreting the same.

VIII. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between parties shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the parties. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

B. Non-Liability of City Officials and Employees

No member, official, or employee of the City shall be personally liable to the YMCA in the event of any default or breach by the City or for any amount which may become due to the YMCA or on any obligations under the terms of this Agreement.

C. Approvals by the District, the City and the YMCA

Wherever in this Agreement the approval of the City or the YMCA is required, such approval shall not be unreasonably withheld.

D. Attorney Fees

In the events of any action or proceeding at law or in equity between any of the parties to enforce any provision of this Agreement or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing party and costs and fees incurred on appeal, and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses, and attorney fees shall be included in and as a part of such judgment.

IX. SPECIAL PROVISIONS

A. Amendments to This Agreement

The YMCA and the City agree to mutually consider reasonable requests for amendments to this Agreement and any attachments hereto, which may be made by any of the parties hereto, lending institutions, or consultants to the City and the YMCA, provided such requests are consistent with this Agreement and such attachments and would not substantially alter the basic business terms included herein or therein.

B. Computation of Time

In computing any period of time prescribed or allowed under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last calendar day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. As used herein, "legal holiday" means a legal holiday recognized by the City on which the offices of the City are closed for City business.

C. No Third-Party Beneficiary

The provisions of this Agreement are for the exclusive benefit of the City and the YMCA, and their successors and assigns, and are not for the benefit of any third person; nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

D. Good Faith and Cooperation

It is agreed by the City and the YMCA that it is in their mutual best interests and in the best interest of the public that the Center be operated and managed as herein agreed, and, to that end, the parties shall in all instances cooperate and act in good faith in compliance with all of the terms, covenants, and conditions of this agreement and shall deal fairly with each other.

E. Severability

In case any one (1) or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

F. Headings

The sections headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

G. Parties in Interest

All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and by their respective successors in interest.

H. Governmental Action

In the event any governmental authority takes any action which inhibits or adversely affects the Center, or if a portion of the Center shall be acquired or condemned under the threat of eminent domain or any other governmental power, or if any governmental authority takes any action which causes or substantially contributes to a reduction in the use of the Center, YMCA shall have the right to terminate this Agreement by giving thirty (30) days written notice to the City or continue its operations on the balance of the location, if any.

I. Audit

The City reserves the right to audit any and all records of the YMCA regarding the Center to insure compliance with the terms and conditions stated in this Agreement.

X. ENTIRE AGREEMENT, CONTRACTS, WAIVERS, AND AMENDMENTS

This Agreement may be executed in any number of counterparts, and once so executed by all parties thereto, each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one (1) agreement.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supercedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and the YMCA, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and the YMCA.

[Signatures on the following page.]

"City"

CITY OF HUTTO,
a public body, corporate and politic

Dated: _____

By: _____

Its: _____

ATTEST:

By: _____

"YMCA"

YMCA OF GREATER WILLIAMSON
COUNTY

Dated _____

By: _____

Its: _____

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

On this ____ day of _____, 2011, before me, the undersigned notary public, personally appeared _____, _____ of the CITY OF HUTTO, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

On this ____ day of _____, 2011, before me, the undersigned notary public, personally appeared _____, _____ of the YMCA of GREATER WILLIAMSON COUNTY, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

Notary Public, State of Texas

EXHIBIT A
Hutto YMCA
Capital Maintenance Plan and Reserve Fund

Definitions:

Capital Maintenance, Repair and Replacement is defined as any repair, maintenance or replacement of any fixed item that was included in the original construction of the facility which has an anticipated or unanticipated need for repair due to breakdown or need for replacement due to anticipated or unanticipated life expectancy which may be less than the term of the lease. The following facility components are included in the City of Hutto YMCA Capital Maintenance Plan.

Swimming Pool:

Pumps, filters, chlorinators, controls, fixed toys, tank, slides, gutters, plumbing.

HVAC/Plumbing:

Air conditioners, heaters, split systems, dehumidifiers, hot water tanks, water storage tanks, pumps.

Parking Lot:

Crack sealing, top coating, asphalt repair, replacement.

Roof:

Leaks, repair/replacement.

Funding Plan:

Daily Maintenance Funding:

Responsibility: YMCA

Underwrites any single repair of a capital equipment item that is less than \$1,000.

Preventative Maintenance Contracts:

Responsibility: YMCA

Underwrites an ongoing annual preventative maintenance contract with a reputable professional firm that minimizes cost associated with breakdowns and maximizes life expectancy of equipment.

Capital Equipment Repair Funding:

Responsibility: City

Underwrites any single repair of a capital equipment item that exceeds the YMCA's daily repair cap of \$1,000. Prior to May 1 of each year, the YMCA shall annually prepare a budget identifying any anticipated capital equipment repair.

"Anticipated" Capital Equipment Replacement

Responsibility: City

Underwrites replacement of capital equipment items that are not identified or scheduled in the maintenance reserve plan.

"Unanticipated" Capital Equipment Replacement

Responsibility: City 50% YMCA 50%

Underwrites capital equipment replacement that is identified/scheduled in the capital maintenance plan.

Reserve Fund

The City shall establish a reserve fund for future capital repairs and replacement.

RESERVE FUND TABLE

The Reserve Fund is for forecasting purposes only.

	YEARS 1 - 5					YEARS 6-10					YEARS 11-15					YEARS 16 - 20					YEARS 21 - 25					YEARS 26-30					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
YMCA LEASE PAYMENT																															
FUND CONTRIBUTION (Year 1-5 - 20%)	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	165,000	165,000	165,000	165,000	165,000	\$195,000	\$195,000	\$195,000	\$195,000	\$195,000	\$205,000	\$205,000	\$205,000	\$205,000	\$212,000	\$212,000	\$212,000	\$212,000	\$212,000	\$212,000	
FUND CONTRIBUTION (Year 6-10 - 20%)	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000																					
FUND CONTRIBUTION (Year 11-15 - 20%)											\$33,000	\$33,000	\$33,000	\$33,000	\$33,000	\$39,250	\$39,250	\$39,250	\$39,250	\$39,250											
FUND CONTRIBUTION (Year 16-20 - 15%)																\$79,750	\$79,750	\$79,750	\$79,750	\$79,750											
FUND CONTRIBUTION (Year 21-25 - 15%)																				\$30,750	\$30,750	\$30,750	\$30,750	\$30,750	\$31,800	\$31,800	\$31,800	\$31,800	\$31,800	\$31,800	
SWIMMING POOL																															
Annual Capital Pool Equipment Repair (Filters, Pumps, Boilers, Chlorinators, Controls, Piping)																\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$3,200	\$3,200	\$3,200	\$3,200	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	
"Unanticipated" Capital Pool Equipment Replacement	\$1,500					\$1,500	\$1,700	\$1,700	\$1,700	\$1,700	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,300	\$2,300	\$2,300	\$2,300	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	
"Anticipated" Capital Pool Equipment Replacement Pool Replastering (years 8, 16, 24)								\$16,000								\$18,000						\$20,000									
ROOF																															
Annual Capital Roof Repair						\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
"Unanticipated" Capital Roof Replacement																															
"Anticipated" Roof Replacement																									\$75,000						
HVAC/PLUMBING																															
Annual Capital HVAC/Plumbing Equipment Repair						\$2,000	\$2,200	\$2,200	\$2,200	\$2,200	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
"Unanticipated" Capital HVAC/Plumbing Equipment Replacement	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,300	\$2,300	\$2,300	\$2,300	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	
"Anticipated" Capital HVAC/Plumbing Equipment Replacement (10 units/2 each year)										\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000				\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000							
PARKING LOTS																															
"Unanticipated" Parking Lot Repair (N/A)																															
"Anticipated" Parking Lot Repair (Seal Coat/Misc. Asphalt Repair)				\$10,000					\$11,000				\$12,000					\$13,000					\$14,000						\$15,000		
Total Anticipated Annual Expense	0	\$5,000	\$7,500	\$17,500	\$7,500	\$9,300	\$9,300	\$75,300	\$20,300	\$25,300	\$27,100	\$27,100	\$27,100	\$39,100	\$11,100	\$30,300	\$12,300	\$25,300	\$25,300	\$30,300	\$31,600	\$31,600	\$31,600	\$31,600	\$31,500	\$31,500	\$31,500	\$26,500	\$11,500	\$26,500	\$11,500

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-104 authorizing the City Manager to execute an agreement for Professional Auditing Services with BrooksWatson & Co., PLLC
Meeting: Thursday, July 1, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Professional Audit Services Memo
2. 1. BrooksWatson - City of Hutto - Proposal Professional Auditing Services - RFP 2103



Mayor
Mike Snyder

Council Members

Robin Sutton, Place 1
Dan Thornton, Place 2
Mandi Villarreal Salvo, Place 3
Peter Gordon, Place 4
Krystal Kinsey, Place 5
Tanner Rose, Place 6

City Manager
Warren A. Hutmacher

July 1, 2021

Mayor Mike Snyder and Members of the City Council,

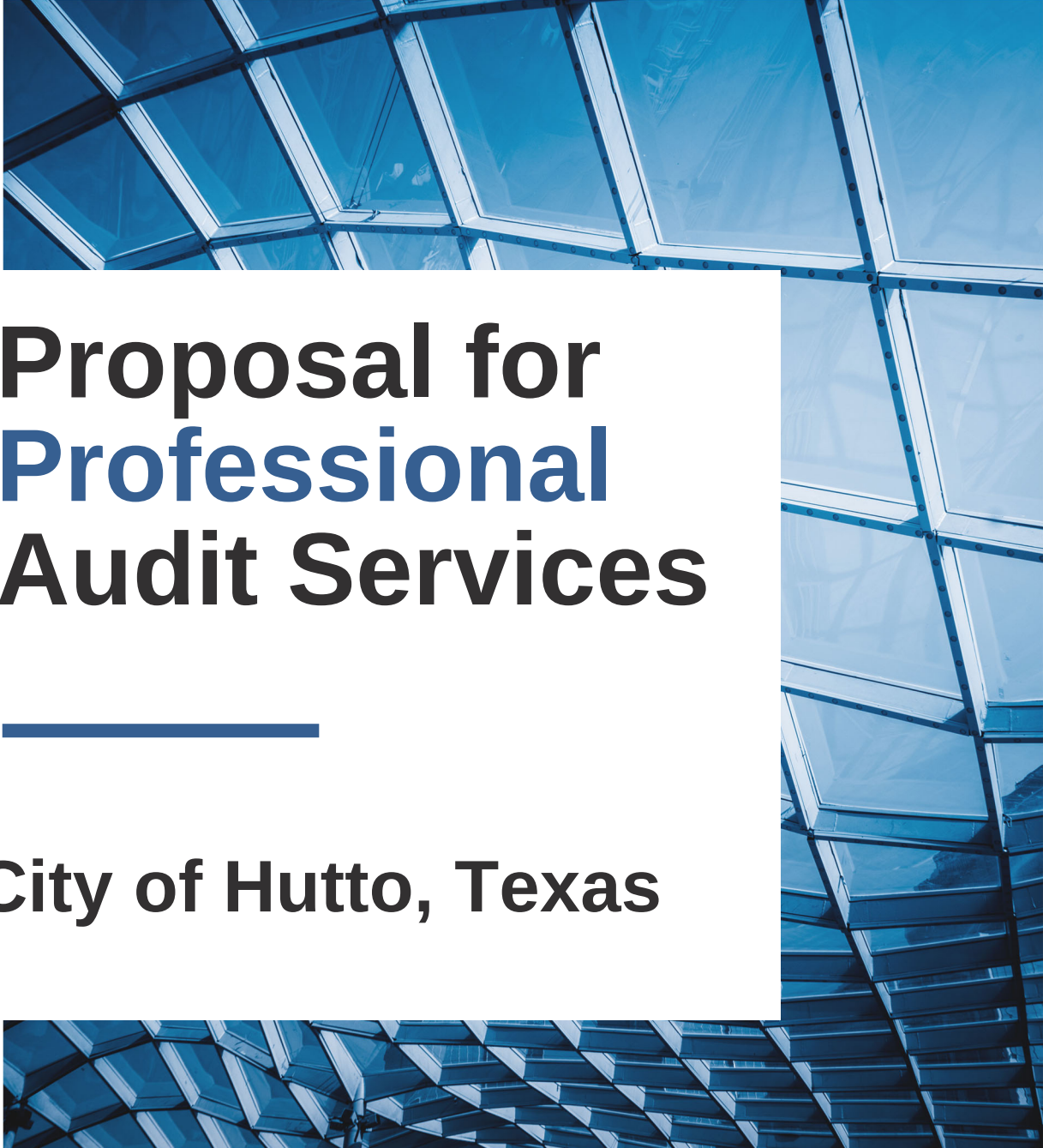
The City issued a Request for Proposals for Professional Audit Services in May and received two proposals in response on June 2, 2021.

It is our recommendation that the contract for audit services for fiscal years 2021 through 2023 be awarded to BrooksWatson & Co., PLLC. This recommendation is based on comparison of the responding firms' existing municipal clients, staffing capabilities, and cost.

The annual cost is proposed at \$47,500 for year 1, \$48,925 for year 2, and \$50,400 for year 3. Any additional project specific services outside the preparation and audit of the Annual Comprehensive Financial report may be separately contracted for at hourly rates of \$100 to \$200 per hour depending on specific staffing and engagement partner requirements specific to the additional work.

Brooks Watson offers unlimited technical assistance and guidance at no cost throughout the year.

Lee Ann Huddleston
Interim CFO



Proposal for Professional Audit Services

City of Hutto, Texas

Address

14950 Heathrow Forest Pkwy
Ste 530 | Houston, Texas 77032

Tel.

281.907.8788 main
281.528.1466 direct

Email / Web

JWatson@BrooksWatsonCPA.com
www.BrooksWatsonCPA.com

Fort Worth Office:

777 Main St., Suite 600
Fort Worth, Texas 76102

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES FOR THE CITY OF HUTTO, TEXAS

BrooksWatson & Co, PLLC

Houston Office

14950 Heathrow Forest Parkway, Ste 530
Houston, TX 77032

Fort Worth Office

777 Main Street, Ste 600
Fort Worth, Texas 76102

281.907.8788 main | 281.528.1466 direct

JWatson@BrooksWatsonCPA.com

www.BrooksWatsonCPA.com

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Letter of Transmittal

City of Hutto, Texas
500 W. Live Oak Street
Hutto, TX 78634

Dear City of Hutto,

On behalf of BrooksWatson & Co., PLLC, we are pleased to have the opportunity to submit the following proposal and provide professional auditing services to the City. As you will find, we are committed to exceeding our client's expectations and have prepared the following proposal to outline our experience and services to be provided. If selected to be the City's independent auditor for the years noted, we will perform the work stated in the following proposal with those services conforming in all aspects to the requirements stated therein.

BrooksWatson & Co., PLLC was created with the belief that audit services can be provided in a more efficient and cost effective manner by limiting the firm's staff to include only experienced professionals while leveraging the most recent technology. Our partners have extensive experience auditing governments of all sizes with a particular focus on cities similar to the City of Hutto, Texas.

We believe that we are the right choice to be the City's auditor for the following reasons;

- **Timeline** – Our firm focuses solely on performing audits and is not burdened with a tax season, which can often cause delays in the issuance of audit reports. Once we establish a timeframe for your audit, report delivery, and presentation, we honor our commitment. Our firm believes in working the hours necessary to serve our clients and meet the audit schedule as further detailed in this proposal.

- **Experience** - The partners of BrooksWatson & Co., PLLC have performed over 500 audit engagements of approximately 150 different governmental entities, including 75 different cities. We understand the challenges governmental entities face and developed our audit approach around these challenges. Our clientele includes approximately 50 cities.
- **Quality** - When you engage BrooksWatson & Co., PLLC, you know that experienced professionals are performing every step of the engagement and that you will have easy access to a decision maker within the firm at all times. No interns or recent college graduates will be performing your audit.
- **Customer Service** - Our customer service based audit approach has allowed us to form long lasting relationships with our clients that often extend well beyond the term of our initial engagement. Unlike other firms, we pride ourselves on the ability to provide a personal and unique audit experience unmatched by our peers. The City will have direct access to our highest level of expertise throughout the term of the relationship; before, during, and after the audit is complete.

This proposal is a firm and irrevocable offer ending 90 days subsequent to the date specified for opening the proposals. If you have any questions regarding this proposal, please contact Jon Watson at JWatson@BrooksWatsonCPA.com.

Sincerely,

A handwritten signature in black ink that reads "Jon Watson". The signature is fluid and cursive, with the first name "Jon" and last name "Watson" clearly distinguishable.

Jon Watson, CPA
Audit Partner
BrooksWatson & Co., PLLC
14950 Heathrow Forest Parkway, Ste 530
Houston, TX 77032 | (281) 907-8788

Statement of Independence

The Texas State Board of Public Accountancy Rules of Professional Responsibility sec. 501.11 requires auditors to be independent in fact as well as appearance from each of their clients. Brooks\Watson maintains this independence under both Generally Accepted Auditing Standards as well as the U.S. General Accounting Office's Government Auditing Standards and has had no professional relationships with the City of Hutto or its agencies within the past five years that would constitute a conflict of interest.

License to Practice

The firm and all assigned key professional staff of BrooksWatson & Co., PLLC are properly licensed to practice in the State of Texas.

About Us

BrooksWatson & Co., PLLC was created with the belief that audit services can be provided efficiently while still being cost effective and maintained on a personal level. It is this conviction that sets us apart from our peers. While serving clients throughout Texas, we have performed audits for numerous governments and have experienced the unique challenges each of our clients face. With an appreciation for these distinct issues, we approach every assignment with an individual view and adapt our methods to meet the specific needs of each of our clients.

When you engage BrooksWatson & Co, PLLC, you can be confident that experienced professionals will perform each step of the audit process, giving you and your staff direct access to our highest level of expertise. We keep overhead low and quality high by eliminating inexperienced staff and connecting the City directly to our partners.

FIRM PROFILE

BrooksWatson & Co., PLLC is headquartered in Houston, Texas, with offices in Houston and Fort Worth. The City's assigned engagement team will consist of a lead partner, audit manager, senior auditor, experienced audit associate, reporting manager and second partner, who will work both onsite, at the City's location, and at the firm headquarters for the duration of interim and final audit fieldwork. No inexperienced auditors will be utilized on the City's engagement.

PUBLIC SECTOR AND GOVERNMENTAL EXPERIENCE

BrooksWatson & Co., PLLC has dedicated professionals knowledgeable in government accounting, audit and financial reporting. With numerous years of experience in the public sector, our auditors possess the knowledge and capability to support your government's auditing and assurance needs. Our support structure, resources and training are devoted to providing governments with accurate, prompt, and efficient audits and financial related services. With an in depth knowledge of single audits, the latest GASB pronouncements, Annual Comprehensive Financial Reports and state and federal regulations we aim to provide each of our clients with the most efficient audit and long-term guidance possible. Our focus lies on exceptional customer service which we accomplish through accessibility, efficiency, quality and knowledge.

Current governmental clientele includes approximately 50 cities, approximately 35 economic development districts, and 20 other governmental entities.

SINGLE AUDIT

All government and non-profit entities that spend more than \$750,000 a year in federal funds are required by the Office of Management and Budget (OMB) to submit to a single audit. Our partners have extensive experience with (OMB) single audit and have performed yellow book and single audits for numerous governments on a variety of federal grant programs.

We will review the City's accounting records and determine the need for a single audit meeting the criteria noted above. As part of our single audit, we will evaluate the City's internal controls over grant compliance and the financial statements. We will develop a risk based audit program and determine if the City is meeting all compliance and financial requirements associated with their federal grants. Once complete, we will assist the City with the submission of their single audit reporting package to the Federal Audit Clearinghouse or other required authoritative body. We will provide the City with a bound single audit report which will include our findings, schedule of expenditures of federal awards, and Auditor's opinion over the OMB Uniform Guidance, Governmental Auditing Standards.

CLIENT ASSISTANCE

We recognize that a well-informed client is a better client. Therefore, our approach is to provide our clients with current accounting news, updates, and training over new pronouncements and relevant financial activities. When new accounting guidance is issued, we will first inform you well in advance of the effective date in order to provide enough time to plan for and accommodate any financial impact. Once adopted, we will work with you to assist in the preparation of any new financial policies and/or related journal entries. In addition we offer monthly CPE to our staff and our clients on relevant accounting topics.

Our firm is highly focused on customer service and make a point to respond to all client emails, phone calls and other inquiries in an expedited manner. It would be unusual not to receive a response within the same day of the request being made.

In addition to being regularly available to discuss and address any concerns of the client, upon completion of the audit we ask our clients to complete a survey that enables us to regularly evaluate client satisfaction within various aspects of our service.

In an effort to simplify your efforts in providing PBC items and any other audit requests, we utilize a secure online portal to be used throughout the audit process. This allows us to support our initiative to be paperless, as well as enables all parties involved in the audit process to know what items have been provided and eliminates duplicate requests.

PARTICIPATION IN PROFESSIONAL ORGANIZATIONS

We believe that it is essential to participate in professional organizations to stay abreast of industry trends and changes. Our firm's commitment to the public sector is evidenced through our active participation/memberships in the following professional organizations:

- AICPA -American Institute of Certified Public Accountants
- TSCPA -Texas Society of Certified Public Accountants
- ACFE -Association of Certified Fraud Examiners
- GFOA -Government Finance Officers Association
- TML – Texas Municipal League

In addition, we are members of the GFOA Special Review Committee and encourage and assist local governments to go beyond the minimum requirement of generally accepted accounting principles.

CONTINUING PROFESSIONAL EDUCATION

Brooks\Watson & Co., PLLC is registered and approved to provide continuing professional education by the Texas State Board of Public Accountancy ("TSBPA"). This approval and monitoring process assures that we adhere to the standards set by the board for providing high-quality continuing professional education for Texas CPA's. Through providing accredited TSBPA courses to both our employees and clients that wish to participate, this lays the foundation for an environment that is ripe for high quality governmental accounting and audits.

We compliment our internal CPE trainings with external trainings offered through Checkpoint Learning by Thomson Reuters, and other supplemental courses, as deemed appropriate. This allows us to provide a robust and well-rounded continuing education curriculum to our professionals.

Each of our professionals are in compliance with the CPE requirements of the AICPA, Texas State Board of Public Accountancy and Generally Accepted Government Auditing Standards (Yellow Book), which requires each professional receives a minimum of 40 hours of continuing education credits annually with at least 24 hours of governmental specific training biennially through the firm's CPE program. In most cases, our professionals continuing education credits covering governmental accounting and auditing exceed the thresholds set by Generally Accepted Government Auditing Standards as we are continually monitoring and focusing our CPE curriculum to fit with those areas we encounter the most.

Our CPE records are open to our clients for review and will be made available upon request.

CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING

As members of the GFOA (Government Finance Officers Association) Special Review Committee, we assist local governments in going beyond the minimum requirements of generally accepted accounting principles to achieve the Certificate of Achievement for Excellence in Financial Reporting. We understand the importance of this highly regarded award and will go to great lengths to work with the City to achieve this on an annual basis. The partners at BrooksWatson & Co., PLLC will prepare your ACFR and assist in the preparation of the City's response to all GFOA comments, if any. The following is a sample of current BrooksWatson audit clients who have recently submitted a ACFR to the Certificate of Achievement Program of the GFOA:

- City of Azle, Texas
- City of Melissa, Texas
- City of Heath, Texas
- City of Taylor, Texas
- City of Sealy, Texas
- City of Rockwall, Texas
- City of Gonzales, Texas
- City of Denison, Texas
- Town of Trophy Club, Texas
- Town of Northlake, Texas
- City of Orange, Texas
- City of Sachse, Texas

What We Do

BrooksWatson & Co., PLLC offers a wide range of Audit, Consulting & Accounting services throughout Texas and the Gulf Coast region. We feel that our technical expertise is matched only by our dedication to customer service. We would love the opportunity to meet with you personally and discuss how our firm can meet your specific needs.

AUDIT AND ACCOUNTING

Financial Statement Audits

Knowledge-based audit methodology to efficiently and effectively perform financial statement audits in accordance with auditing standards generally accepted in the United States of America (GAAS).

Fieldwork and Substantive Testing

Understanding risk is integral to quality fieldwork and properly applying substantive tests. This testing commonly consists of procedures including: confirmations with outside parties, analytical procedures, physical observation and reviews of underlying evidence.

Planning

Planning involves developing the overall audit strategy for the expected activities, organization, and staffing of the audit.

Internal Control Evaluation

Understanding of the Organization's internal controls will include the control environment, risk assessment, information and communication systems, control activities, and monitoring controls.

Services Offered

- ACFR preparation
- Yellow Book Audits
- Single Audits
- Annual Financial Statement Audits
- Franchise Tax Audits
- Hotel/Motel Tax Audits
- Fraud Examinations/Investigations
- Sales Tax Allocation Audits
- GASB 54 through 82 Implementation

COMPILATION AND REVIEW

Financial Statement Review

Procedures performed would primarily consist of inquiry and analytical procedures in addition to the preparation of the financial statements.

Compilation

The role of our firm in a compilation engagement is to assist the client in taking its financial data and formatting it into a properly structured set of financial statements.

CONSULTING

Internal Control Reviews

We can offer a more specialized, in-depth internal control and fraud review which assesses the operating effectiveness of specific controls and systems.

Agreed Upon Procedures

An agreed-upon procedures engagement is one in which our firm is engaged to issue a report of findings based on specific procedures performed on subject matter.

Quality Control and Peer Review

BrooksWatson & Co., PLLC participates in the Texas State Board of Public Accounting's peer review program. Firms can receive a rating of pass; pass with deficiency (ies) or fail. The firm underwent peer review according to the Statement on Quality Control Standards No. 8, A Firm's System of Quality Control, for the year ended May 31, 2018. BrooksWatson & Co., PLLC received the highest rating possible under the program.

System Review Report



Report on the Firm's System of Quality Control

November 29, 2018

To the Principals of Brooks Watson & Co., PLLC, and the Peer Review Committee of the Texas Society of CPA's.

We have reviewed the system of quality control for the accounting and auditing practice of Brooks Watson & Co., PLLC, in effect for the year ended May 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan. As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Brooks Watson & Co., PLLC, in effect for the year ended May 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Brooks Watson & Co., PLLC has received a peer review rating of *pass*.

Jason F. Clausen, P.C.

STATEMENT OF REPRIMAND AND DISCIPLINARY ACTION

BrooksWatson & Co., PLLC has never been under terms of a public or private reprimand by the Texas State Board of Public Accountancy, SEC or State Society nor have we been the object of any disciplinary action.

Talented Auditors

Meet the Team



Jonathan (Jon) Watson CPA

Audit Partner

Jon is a licensed certified public accountant with over 13 years of experience in public accounting. Jon began his career at a local accounting firm based out of Houston, Texas where he worked on a variety of industries and was promoted to Associate Partner. Jon served as the firm's technical accounting partner and was heavily involved in the firm's annual PCAOB inspection prior to joining BrooksWatson. At BrooksWatson & Co., PLLC Jon focuses on auditing governmental entities including Cities, Counties, and Special Purpose Districts.

Professional Experience and Milestones

- More than 13 years of public accounting experience
- Focus of expertise over municipal audits and accounting
- Apart of engagement teams completing over 200 audits of governmental and non-profit clients
- Led engagement teams and interactions with PCAOB with no findings, for another public accounting firm prior to establishing BrooksWatson & Co.
- Established BrooksWatson & Co., and its quality controls and standards that have been monitored and approved by the AICPA through the AICPA's peer review process.
- Compiled or reviewed over 50 annual reports for various cities receiving the Certificate of Achievement for Excellence in Financial Reporting award from the GFOA.
- Leads BrooksWatson & Co. professional development department providing high-quality and well-rounded accredited continuing professional education to Texas CPA's.

Representative Client Experience

- City of Denison, TX
- City of Orange, TX
- City of Heath, TX
- Liberty County, TX
- Lee County, TX
- City of Giddings, TX
- City of Horseshoe Bay,
- City of Taylor, TX
- City of Magnolia, TX
- City of Willis, TX
- City of Sanger, TX
- City of Parker, TX
- City of Shenandoah, TX
- City of Trophy Club, TX
- City of Westover Hills, TX

Educational Background and Certifications

- Certified Public Accountant, State of Texas
- Bachelor of Business Administration, Accounting, magna cum laude, Western State University, CO
- Meets all standards for continuing education by generally accepted government auditing standards and the Texas State Board of Public Accountancy.

Professional Organizations and Affiliations

- Government Finance Officers Association
- American Institute of CPAs (AICPA)
- Texas State Board of Public Accountancy (TSBPA)

Accredited CPE presentations

- "Enhancements to Audit Procedures & Reporting" (*October 2016*)
- "Audit Software Analytics and Utilization Training" (January *2017*)
- "Yearend Audit Procedures; Substantive Testing and Analytics" (October *2017*)
- "Governmental Revenue Recognition (Exchange & Nonexchange)" (August 2018)
- "Audit Documentation Standards and Enhancements" (September 2018)
- "In-Charge Auditor Reviewer Standards and Methods for Assuring a Quality Audit" (July 2019)



Michael Brooks CPA

Audit Partner

Mike began his career at a regional accounting firm that specializes in auditing governmental and not-for-profit entities. Throughout his career, Mike has completed or assisted in the completion of over 300 audits for governmental and non-profit clients. Mike later joined a leading SEC auditing firm where he specialized in public sector clients, small-cap publicly traded companies and other complex accounting issues while leading the firm's public sector practice.

Professional Experience and Milestones

- More than 15 years of public accounting experience
- Focus of expertise over municipal audits and accounting
- Completed over 100 single audits in accordance with OMB Single Audits and the Uniform Guidance.
- A part of engagement teams completing over 300 audits of governmental and non-profit clients
- Developed and oversaw the development of the public-sector practice at another public accounting firm prior to establishing BrooksWatson & Co.
- Established BrooksWatson & Co., and its quality controls and standards that have been approved and monitored by the AICPA through the AICPA's peer review process.
- Served as a special reviewer for the GFOA involved with determining Cities' qualifications for the Certificate of Achievement for Excellence in Financial Reporting awards.
- Compiled or reviewed over 100 annual reports for various cities receiving the Certificate of Achievement for Excellence in Financial Reporting award from the GFOA.
- Leads BrooksWatson & Co.'s governmental practice division.

Representative Client Experience

- City of Denison, TX
- City of Orange, TX
- City of Heath, TX
- Liberty County, TX
- Lee County, TX
- City of Giddings, TX
- City of Horseshoe Bay, TX
- City of Taylor, TX
- City of Magnolia, TX
- City Of Willis, TX
- City of Sanger, TX
- City of Parker, TX
- City of Shenandoah, TX
- City of Trophy Club, TX
- City of Westover Hills, TX

Educational Background and Certifications

- Certified Public Accountant, State of Texas
- Bachelor of Business Administration, Accounting, Sam Houston State University
- Meets all standards for continuing education by generally accepted government auditing standards and the Texas State Board of Public Accountancy.

Professional Organizations and Affiliations

- Government Finance Officers Association
- GFOA Special Review Committee
- American Institute of CPAs (AICPA)
- Texas State Board of Public Accountancy (TSBPA)

Recent Accredited CPE Presentations

- "How to Use Accounting Research Manager IT Software Effectively" (*August 2018*)
- "Auditor Communication and Interaction with Audit Clients" (*September 2018*)
- "How to Properly Review a City CAFR" (*April 2019*)
- "Formal Audit Communications with Clients" (*May 2019*)



Louis Breedlove

Senior Audit Manager

Louis began his career at a regional accounting firm that specializes in auditing governmental and not-for-profit entities. Louis also has experience auditing public sector clients, small-cap publicly traded companies as well as large Fortune 500 and international companies while employed at PriceWaterhouseCoopers.

Professional Experience and Milestones

- More than 10 years of public accounting experience
- Focus of expertise over accounting and audit services to municipalities, including extensive experience in Single Audits.
- Plans and performs audits in accordance with generally accepted auditing standards (GAAS). Generally accepted government auditing standards (GAGAS) and with Single Audit Act and Uniform Guidance, where applicable.
- Apart of engagement teams completing over 100 audits of governmental and non-profit clients
- Compiled or reviewed over 25 annual reports for various cities receiving the Certificate of Achievement for Excellence in Financial Reporting award from the GFOA.
- Advises clients on future accounting pronouncements and new standard implementation.
- Ensures that financial reporting deadlines from regulatory agencies are achieved
- Leads BrooksWatson & Co. employee retention and networking divisions.

Representative Client Experience

- City of Denison, TX
- City of Sachse, TX
- City of Heath, TX
- City of Bellmead, TX
- Lee County, TX
- City of Granite Shoals, TX
- City of Canton, TX
- Town of Northlake, TX
- City of Magnolia, TX
- City Of McGregor, TX
- City of Piney Point Village, TX
- Town of Providence Village, TX
- City of Shenandoah, TX
- Town of Trophy Club, TX
- City of Diboll, TX

Educational Background and Certifications

- Bachelor of Business Administration, Accounting, Southwestern Assemblies of God University, TX
- Meets all standards for continuing education by generally accepted government auditing standards and the Texas State Board of Public Accountancy.

Professional Organizations and Affiliations

- Government Finance Officers Association
- GFOA Special Review Committee

Accredited CPE Presentations

- "Update on Recent GASB Accounting Pronouncements" (*August 2018*)
- "Auditor Efficiency" (*September 2018*)
- "Interfund Issues and Audit Procedures" (*May 2019*)
- "Fraud: Case Studies and Fraud Considerations" (*October 2019*)
- "Evaluating the Design of Internal Controls" (*July 2020*)



Stefanie Hallock

Financial Reporting Manager

Stefanie is a licensed certified public accountant with over 10 years of experience in public accounting. She began her career at a local accounting firm that specializes in auditing private and publicly traded companies. Stefanie gained additional audit experience at a regional accounting firm based out of Houston, Texas. She has experience in a wide variety of industries including governmental, not-for-profit, oilfield services, manufacturing, and construction. At BrooksWatson & Co, PLLC Stefanie spent several years auditing a variety of local governments while managing their financial report preparation. Stefanie later became the Financial Reporting Manager where she focuses solely on all aspects of the firm's Comprehensive Annual Financial Report and Financial Statement preparation.

Professional Experience and Milestones

- More than 10 years of public accounting experience
- Focus of expertise on city ACFR report preparation
- Apart of engagement teams completing over 75 audits of governmental and non-profit clients
- Developed the ACFR report preparation division at BrooksWatson & Co., and oversees this department today.
- Compiled over 50 ACFR reports for various cities receiving the Certificate of Achievement for Excellence in Financial Reporting award from the GFOA.
- Compiled over 60 city annual reports over the last three years.

Representative Client Experience

- City of Denison, TX
- City of Canton, TX
- City of Heath, TX
- Lee County, TX
- Pilot Point, TX
- City of Azle, TX
- City of Horseshoe Bay, TX
- City of Giddings, TX
- City of Magnolia, TX
- City of Willis, TX
- City of Sanger, TX
- City of Parker, TX
- City of Shenandoah, TX
- City of Trophy Club, TX
- City of Westover Hills, TX

Educational Background and Certifications

- Certified Public Accountant, State of Texas
- Bachelor of Business Administration, Accounting, Baylor University
- Meets all standards for continuing education by generally accepted government auditing standards and the Texas State Board of Public Accountancy.

Professional Organizations and Affiliations

- Government Finance Officers Association
- American Institute of CPAs (AICPA)
- Texas State Board of Public Accountancy (TSBPA)

Accredited CPE presentations

- "CAFR Report Preparation" (August 2018)

Prior Engagements with the City of Hutto

BrooksWatson & Co., PLLC has not held engagements for the City of Hutto audit or otherwise, in the past five years or prior.

Similar Engagements and References

The content in this section is **proprietary and confidential information** and is not to be distributed to any third party without the written consent of BrooksWatson & Co., PLLC. All references listed are for the purpose of verifying proposer's qualifying experience.

Reference 1 – City Government					
City of Lockhart	Contract Type	ACFR/ AFR	Most Recent Audit	Partners	Principal Contact
	Audit	AFR	09/30/2020	Mike Brooks Jon Watson	Pam M. Larison Director of Finance
					plarison@lockhart-tx.org
					512.398.3461
Reference 2 – City Government					
City of Stephenville	Contract Type	ACFR/ AFR	Most Recent Audit	Partners	Principal Contact
	Audit	AFR	09/30/2020	Jon Watson Mike Brooks	Monica Harris Director of Finance
					mharris@stephenvilletx.gov
					254.918.1211
Reference 3 – City Government					
City of Azle	Contract Type	ACFR/ AFR	Most Recent Audit	Partners	Principal Contact
	Audit	ACFR	09/30/2020	Mike Brooks Jon Watson	Renita Bishop Finance Director
					817.444.2541
					rbishop@ci.azle.tx.us

Reference 4 – City Government					
	Contract Type	ACFR/ AFR	Most Recent Audit	Partners	Principal Contact
City of Gonzales	Audit	ACFR	09/30/2020	Jon Watson Mike Brooks	Laura Zella Director of Finance
					LZella@gonzales.texas.gov
					830.672.2815

Reference 5 – City Government					
	Contract Type	ACFR/ AFR	Most Recent Audit	Partners	Principal Contact
City of Taylor	Audit	ACFR	09/30/2020	Mike Brooks Jon Watson	Jeffrey B. Wood, CFP, CPFIM Finance Director
					Jeffrey.wood@taylortx.gov
					512.309.6168

OTHER CURRENT SIMILAR ENGAGEMENTS

City	Service	# Years	GFOA award	Entity ACFR Prepared By
City of Azle, Texas	Audit	6	Yes	BrooksWatson & Co, PLLC
City of Cleveland	Audit	1	Yes	BrooksWatson & Co., PLLC
City of Cut and Shoot, Texas	Audit	5	N/A	N/A
City of Dalworthington Gardens, Texas	Audit	7	Yes	BrooksWatson & Co., PLLC
City of Denison, Texas	Audit	5	Yes	BrooksWatson & Co, PLLC
City of Diboll, Texas	Audit	6	N/A	N/A
City of Elgin, Texas	Audit	4	N/A	N/A
City of Farmersville, Texas	Audit	4	N/A	N/A
City of Galena Park, Texas	Audit	1	N/A	N/A
City of Giddings, Texas	Audit	6	N/A	N/A
City of Gonzales, Texas	Audit	6	Yes	BrooksWatson & Co, PLLC
City of Granite Shoals, Texas	Audit	4	N/A	N/A
City of Groves, Texas	Audit	4	N/A	N/A
City of Heath, Texas	Audit	7	Yes	BrooksWatson & Co, PLLC
City of Horseshoe Bay, Texas	Audit	1	N/A	N/A
City of Lexington, Texas	Audit	6	N/A	N/A
City of Lucas, Texas	Audit	4	Yes	BrooksWatson & Co, PLLC
City of Magnolia, Texas	Audit	5	N/A	N/A
City of Melissa, Texas	Audit	2	Yes	BrooksWatson & Co, PLLC
City of Mineola, Texas	Audit	3	N/A	N/A
City of Orange, Texas	Audit	1	Yes	BrooksWatson & Co., PLLC
City of Panorama Village, Texas	Audit	5	N/A	N/A
City of Parker, Texas	Audit	7	N/A	N/A
City of Piney Point Village, Texas	Audit	5	N/A	N/A
City of Quinlan, Texas	Audit	5	N/A	N/A
City of Rockwall	Audit	1	N/A	N/A
City of Sanger, Texas	Audit	5	N/A	N/A
City of Sansom Park, Texas	Audit	5	Yes	BrooksWatson & Co, PLLC
City of Shenandoah, Texas	Audit	6	N/A	N/A
City of Stephenville, Texas	Audit	2	Yes	BrooksWatson & Co., PLLC
City of Trophy Club, Texas	Audit	3	Yes	BrooksWatson & Co, PLLC
City of Vidor, Texas	Audit	4	Yes	BrooksWatson & Co., PLLC
City of Willis, Texas	Audit	5	N/A	N/A
Town of Northlake	Audit	1	N/A	N/A
Town of Providence Village, Texas	Audit	2	N/A	N/A
Town of Trophy Club, Texas	Audit	3	Yes	BrooksWatson & Co, PLLC
Town of Westover Hills, Texas	Audit	2	N/A	N/A

All content in this section is proprietary and confidential information.

Specific Audit Approach

BrooksWatson uses a knowledge-based audit methodology to efficiently and effectively perform financial statement audits of governmental entities in accordance with auditing standards generally accepted in the United States of America (GAAS). This is accomplished by obtaining an understanding of the City and its environment to sufficiently assess the risk of material misstatement. Audit procedures are then designed and performed in response to the risk of material misstatement.

All audit procedures performed will be done so by the professionals of BrooksWatson & Co., PLLC who are dedicated to maintaining a presence throughout the audit process. Their goal in this is to reduce the burden on City staff while adhering to the established budget and timeline. These procedures are more fully detailed in the Audit Approach section of this proposal and will be conducted in accordance with the following standards:

- Generally Accepted Auditing Standards established by the American Institute of Certified Public Accountants.
- Financial Audit Standards established by the General Accounting Office's Government Auditing Standards.
- All provisions of the Uniform Guidance and the U.S. Office of Management and Budget (OMB) single audits of states, local governments and not-for-profit organizations.

AUDIT SEGMENTATION AND STAFF HOURS

Financial Audits	Experienced Staff (Hours)	Audit Senior (Hours)	Audit Manager (Hours)	Financial Reporting Manager	Engagement Partner (Hours)	Engagement Quality Review Partner (Hours)	Total Hours
Risk Assessment Controls Evaluation & Planning	24	24	24		4	1	77
Cash & Investments	16	4	2		1	1	24
Receivables & Revenues	16	8	4		1	1	30
Capital Assets	12	40	2		4	2	60
Accounts Payable and Expenditures	16	6	4		1	1	28
Interfund balances	6	2	2		1	1	12
Long-Term Liabilities (Including Pensions & OPEB)	16	12	40		4	2	74
Deferred Revenue	4	1	1		1	1	8
Fund Balances / Net Position	4	8	2		1	1	16
Financial Statement Preparation/Review	0	0	10	40	10	4	64
Total	114	105	91	40	28	15	393



PLANNING

The planning phase involves developing the overall audit strategy for the expected activities, organization, and staffing of the audit. We will plan the audit to respond to the assessment of the risk of material misstatement based on our understanding of the City, its environment, and internal controls.

Our understanding of the City and its environment will include the following:

- Economic, regulatory, and other external factors;
- Nature of the City;
- Objectives, strategies and related risks that may cause material misstatement of the financial statements;
- Measurement and review of the City's financial performance;
- Internal controls

Prior to our first day of field work, we will schedule a meeting to discuss the desired timeframe, estimated report delivery, and extent of management and auditor responsibilities as it relates to the audit. We will also provide a detailed list of requests, "PBC List", that will provide the items needed for the audit, and a link to our secure file sharing system where those items can be uploaded. This streamlines the audit approach and allows us to get information in the most efficient manner possible.

INTERNAL CONTROL EVALUATION

Audit standards require that we obtain an understanding of the City sufficient to evaluate the design of the internal controls and to determine whether they have been implemented. Our understanding of the City's internal controls will include the control environment, risk assessment, information and communication systems, control activities, and monitoring controls. Our risk assessment and control evaluation will include:

- Conducting interviews of selected management and staff;
- Evaluating the City's financial reporting and management policies, budget documents and process, and informational systems;
- Documenting our understanding of the City's entity wide control environment and activity level controls;
- Testing the design and implementation of selected key controls by performing a walk-through of the selected transaction class;
- Testing the operating effectiveness of selected controls were deemed appropriate.
- Evaluate the City's IT systems for areas of potential risk and where data management may affect financial statements and related disclosures.

The results of our inherent and internal controls risk assessments will allow us to identify and assess the risk of material misstatement within the City to form our overall audit plan and design the extent, nature, and timing of substantive audit procedures to mitigate that risk to an acceptable level. Any control deficiencies identified during the planning phase internal control evaluation phase will be communicated to management immediately.

FIELDWORK AND SUBSTANTIVE TESTING

Based on the results of our risk assessment and internal control evaluation, a specific audit plan will be designed to focus expanded procedures on areas with the greatest risk of material misstatement, error, and fraud. We will use tests of details

substantive analytical procedures, or a combination of the two to conclude on the reasonableness of the given transaction class or account balance.

By utilizing a blend of substantive testing (vouching underlying transactions to support), and substantive analytical testing (testing data through overall and stratified analysis), we are able to cover significant ground while still getting a quality level of detailed depth to our testing. Striking a good balance and not overlying on one type of testing over the other is integral to a thorough and efficient audit. Typical substantive procedures include:

- Agreeing the financial statement elements to the underlying accounting records including year-end account balances and transaction activity occurring throughout the year;
- Confirming cash held in bank and investment accounts, accounts receivable, inventory held by others, material grants and long term debt balances

Substantive procedures are an integral part of a competent and thorough audit. Significant transactions must be supported evidentially, and when they cannot be supported that may be a symptom of a potential material misstatement or other systematic issue. Typically, the “proof is in the pudding”, so to speak, and in many cases the best way to test something is by verifying the ingredients that make it up.

Typical analytical procedures include:

- Compare financial information with comparable prior periods. Are changes consistent with our expectations based on our understanding of the City and environment?
- Compare operating results with consumption or usage type reports. Do results align with these operating figures where applicable?
- Compare ratios of correlating accounts year over year. Are ratios consistent with our expectations based on our understanding of the City and environment?
- Compare results to budget and determine reasons for any significant variances between budget to actual results.

In developing expectations based on thorough investigation of the City and its environment, this allows us to form quality expectations to compare results to. When results don't align with our expectations we investigate further to obtain sufficient evidence to conclude whether there is a valid reason for the deviation or if not, determine the root of the issue causing the variance. This is a great method for identifying systemic and significant issues and/or material misstatements.

STATISTICAL SAMPLING AND SAMPLE SIZES

We utilize the AICPA Audit guide over audit sampling, the objective of which, is to provide a reasonable basis for the auditor to draw conclusions about the population from which the sample is selected. This guide is derived from the AICPA professional standard, SAS No. 122/AU-C section 530, Audit Sampling. A standard audit may incorporate a variety of sampling techniques including statistical, judgmental, & random selection. Statistical sampling explicitly measures the sampling risk associated with the sampling procedure by providing for a level of sampling risk (confidence factor and precision). Nonstatistical sampling methods requires the auditor to rely on professional judgment, in combination with nonstatistical sampling guidance and knowledge underlying statistical concepts, to design and evaluate audit samples. The extent to which sampling will be used and related sample sizes will be determined based on the results of our control and risk assessments, materiality, and overall population of the audit area.

Tests of controls over compliance and compliance with requirements of major federal programs are based on the guidance included in the AICPA Audit Guide Government Auditing Standards and Single Audits which is devoted to audit sampling in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) compliance audits.

TECHNOLOGY AND ELECTRONIC DATA PROCESSING

BrooksWatson & Co., PLLC will utilize data analytical software to complete your audit. Electronic data processing will be used throughout the audit to extract data from your City's accounting software. The data will be processed with our audit software to ensure the efficiency of your audit, enhance the level of detail examined, and assist in identifying anomalies, trends or patterns. By leveraging the utilization of current technology, we are able to increase the level of insight we can provide as well as give you more peace of mind.

ANALYTICAL PROCEDURES

BrooksWatson & Co., PLLC will utilize the AICPA professional standards AU-C Section 520, Analytical Procedures, which provides guidance for analytical procedures performed as substantive procedures and performed as part of the audit. We also utilize AICPA standard AU-C Section 315, "Understanding the Entity and Its Environment and Assessing the Risks of Material Misstatement", which provides guidance for analytical procedures performed as risk assessment procedures during the planning phase of the audit. Analytical procedures include an evaluation of financial information through analysis of plausible relationships among both financial and nonfinancial data. Analytical procedures also encompass such investigation, as is necessary, of identified fluctuations or relationships that are inconsistent with other relevant information or that differ from expected values by a significant amount.

Analytical procedures involve comparisons of recorded amounts, or ratios developed from recorded amounts, to expectations developed by your auditor. When performing analytic procedures, we take into account the assessed risks of material misstatement and tests of details, if any, for the audit assertions we are substantiating. We will evaluate the reliability of data utilized, taking into account the source, comparability, and nature and relevance of information available and controls over preparation of that data. Next we will develop an expectation of recorded amounts or ratios and evaluate whether the expectation is sufficiently precise to identify a misstatement that, individually or when aggregated with other misstatements, may cause the financial statements to be materially misstated. A comparison of our results to the actual balances are then made and a conclusion is reached.

COMPLETION

At the conclusion of every audit, we will decide whether sufficient audit evidence has been accumulated to warrant the conclusion that the financial statements are fairly stated in accordance with generally accepted accounting principles (GAAP). Prior to issuing our audit report we will perform the following procedures:

- Evaluate the sufficiency and appropriateness of audit evidence obtained;
- Perform an overall analytical review;
- Evaluate and conclude on the results of audit procedures, adjustments, and unadjusted misstatements;
- Provide all adjusting entries noted during the audit to the Council and management;
- Prepare or assist in the preparation of the City's Annual Comprehensive Financial Report;
- Communicate any audit findings and issues with management and those charged with governance.

COMPLIANCE WITH LAWS AND REGULATIONS AND APPROACH TO COMPLIANCE TESTING

Compliance with laws and regulations, including, but not limited to the Public Funds Investment Act, Texas State Government Code and grants received. Compliance testing will be performed as required by OMB Uniform Guidance and Single Audit Act, grant agreements, financing agreements, or any other compliance requirements as applicable.

EXPECTATIONS FROM CITY STAFF

We will expect the City to provide commonly requested schedules such as a schedule of receivables due at year end, a schedule of capital assets that includes additions and disposals, a schedule of cash accounts, a schedule of prepaid insurance and a long-term debt schedule as applicable. We will also expect assistance with the preparation of confirmations to banks, attorneys, debt holders, etc.

PROGRESS MEETINGS

Prior to beginning fieldwork, BrooksWatson will schedule an initial planning meeting with management to discuss the anticipated time frame, audit requests, and client involvement needed to accomplish our goal. During the fieldwork, we anticipate having additional meetings to discuss the audit progress to date, as needed. In addition, we will immediately schedule a consultation should unforeseen issues and audit findings come to our attention. Prior to the conclusion of the audit, we will provide management a copy of any draft findings and welcome client feedback before final issuance of our report and management letter.

IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

We do not anticipate any potential audit problems during our proposed engagement.

QUALITY CONTROL PROCEDURES

Every audit engagement undergoes an initial partner and second partner review process. We have structured our firm around audit quality and take great pride in our ability to offer our clients accurate, efficient, and timely audits. We do not employ any inexperienced staff auditors. Your audit will be performed by an experienced and well seasoned audit team from top to bottom. With this approach, we are able to minimize mistakes, address issues immediately, and give our clients access to the most experienced personnel in our firm, should they have any questions or concerns. Prior to issuance, our clients are provided with the draft financial report and letters for review.

Sample Documents

In accordance with the request for qualifications, we have provided the following sample reports for the City's evaluation.

1. A Annual Comprehensive Financial Report containing audited financial statements and our Auditor's Opinion over those financial statements is provided within.

Our understanding of the scope of work to be performed is consistent with the requirements listed in the Request for Qualifications which include an audit performed under auditing standards generally accepted in the United States of America and (when applicable) the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We shall perform certain limited procedures involving required supplementary information that is required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards. In addition, the schedule of federal financial assistance will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements and other additional procedures in accordance with auditing standards generally accepted in the United States of America. We shall also communicate any internal control findings and other matters as defined by SAS 114 and 115 to the Finance Director and Council.

Proposed Timeline

Time Estimation

April/May

June/July

ENGAGEMENT LETTER

June 30

DEVELOPMENT OF AN AUDIT PLAN AND PBC SCHEDULES

Development of audit plan and PBC schedules provided to client September 30.

INTERNAL CONTROLS AND WALKTHROUGHS

Internal Controls review, walkthroughs July – September.

July

AUDIT FIELD WORK

Audit Field Work completed during November 1 – December 31..

DRAFT REPORTS

Draft Reports provided to Finance Director December 31..

FINAL REPORTS AND MANAGEMENT LETTER

Final reports issued January 31

FINAL REPORTS AND MANAGEMENT LETTER PRESENTED

Final reports presented to City Council in February

Detailed Timeline

Reference descriptions below for more detail on proposed schedule segments and the approximate completion time. Final presentation dates to City Council are to be determined by the City.

August/September

October/November

December/ January

February/March

Sept. 30

- September

November 1 – December 31

Dec. 31

Jan.31

February

COST PROPOSAL

Cost Proposal

TOTAL ALL-INCLUSIVE MAXIMUM PRICE

Name of Firm: BrooksWatson & Co., PLLC

Certification that the person signing this proposal is entitled to represent the Firm and authorized to sign a contract with the City of Hutto, Texas.

So Certified,

Name: Jon Watson, CPA

Title: Partner

Signature:



Total estimated fees for financial audit statement for the City of Hutto and Hutto Economic Development Corporation::

Financial Statement Audit - 2021	Financial Statement Audit - 2022	Financial Statement Audit - 2023
\$47,500	\$48,925	\$50,400

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

We understand that cost is not the only factor considered when making your auditor selection but we also understand the budgetary constraints affecting most governments during the current economic environment. As you are aware, we see the City of Hutto as an important client and one that we would like to do business with into the future. As such, we will offer unlimited technical assistance and guidance at no cost throughout the year. The fee below includes the financial statement of the City of Hutto preparation of the Annual Comprehensive Financial Report & unlimited technical assistance throughout the year.

Financial Audits	Experienced Staff (Hours)	Audit Senior (Hours)	Audit Manager (Hours)	Financial Reporting Manager	Engagement Partner (Hours)	Engagement Quality Review Partner (Hours)	Total Hours
Risk Assessment Controls Evaluation & Planning	24	24	24		4	1	77
Cash & Investments	16	4	2		1	1	24
Receivables & Revenues	16	8	4		1	1	30
Capital Assets	12	40	2		4	2	60
Accounts Payable and Expenditures	16	6	4		1	1	28
Interfund balances	6	2	2		1	1	12
Long-Term Liabilities (Including Pensions & OPEB)	16	12	40		4	2	74
Deferred Revenue	4	1	1		1	1	8
Fund Balances / Net Position	4	8	2		1	1	16
Financial Statement Preparation/Review	0	0	10	40	10	4	64
Total	114	105	91	40	28	15	393
Quoted Hourly Rates	\$100	\$125	\$150	\$150	\$200	\$200	
Extended Fees at Quoted	\$11,400	\$13,125	\$13,650	\$6,000	\$5,600	\$3,000	\$52,775
Discount*							(\$5,275)
Estimated (Total Not to Exceed Cost)				\$47,500			

* Discount offered as an investment in building a long-term relationship with the City.

Additional Cost Information

01

RATES FOR ADDITIONAL PROFESSIONAL SERVICES

If it should become necessary for the City to request the auditor to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an additional contract between City of Hutto and the firm. Any such additional work agreed to by the City and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in this proposal.

02

SINGLE AUDIT

We will work with you to identify any federal awards that might meet the criteria for an (OMB) Uniform Guidance Single Audit. Should you require a single audit, we will charge a flat rate of \$5,500 for the audit of one major program.

03

MANNER OF PAYMENT

BrooksWatson & Co., PLLC will bill hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost fee proposal. The invoice shall provide detail, including number of hours completed per individual and billing rate. Interim billing shall cover a period of not less than a calendar month.

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution R-2021-108 authorizing and directing Attorney Ross Fischer to provide the materials related to the investigation for Councilmember Place 3, for interference with the day-to-day operations, contracts, and daily affairs of the city, including violations of the City of Hutto Charter, to the City Attorney; and waiving the attorney-client privilege for the completed investigative report. (City Attorney C. Rosas-Grillet)
Meeting: Thursday, July 1, 2021
Department: Legal
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Resolution Authorizing R. Fischer to Release Investigation Materials 6.25.21

RESOLUTION NO. 2021-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AUTHORIZING AND DIRECTING ATTORNEY ROSS FISCHER TO PROVIDE THE MATERIALS RELATED TO THE INVESTIGATION FOR COUNCILMEMBER PLACE 3, FOR INTERFERENCE WITH THE DAY-TO-DAY OPERATIONS, CONTRACTS, AND DAILY AFFAIRS OF THE CITY, INCLUDING VIOLATIONS OF THE CITY OF HUTTO CHARTER, TO THE CITY ATTORNEY; AND WAIVING THE ATTORNEY-CLIENT PRIVILEGE FOR THE COMPLETED INVESTIGATIVE REPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 29, 2019, the City Council approved a motion to engage Ross Fischer to investigate whether Councilmember Mike Snyder interfered with day-to-day operations, contracts, and daily affairs of the City, including violations of the City of Hutto Charter (the “Investigation”); and

WHEREAS, on November 7, 2019, the City Council considered and accepted the investigative report (the “Report”) and closed the investigation; and

WHEREAS, the City Council desires to authorize Attorney Ross Fischer to provide materials related to the investigation for Councilmember Place 3 for interference with the day-to-day operations, contracts, and daily affairs of the City, including violations of the City of Hutto Charter, to the City Attorney.

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

Section 1. That the facts and recitations set forth in the preamble of this resolution are hereby adopted, ratified, and confirmed.

Section 2. That the City Council of the City of Hutto hereby authorizes and directs Attorney Ross Fischer to provide the materials related to the Investigation and Report to the City Attorney.

Section 3. That the City Council hereby waives the attorney client privilege for the Report dated November 7, 2019.

Section 4. That this resolution shall take effect immediately from and after its passage, in accordance with the provisions of the State Statutes of the State of Texas.

Section 5. Open Meetings Act. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time, place and

purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

PASSED AND APPROVED on this 1st day of July 2021 by a vote of _____ (*ayes*) to _____ (*nays*) to _____ (*abstentions*) of the City Council of Hutto, Texas.

CITY OF HUTTO

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution R-2021-109 authorizing an Amended and Restated Agreement between the City of Hutto, Longhorn Real Estate Ventures, LLC and Aend Industries, Inc, and authorizing the City Manager to execute the Agreement . (City Attorney C. Rosas-Grillet)
Meeting: Thursday, July 1, 2021
Department: Legal
Staff Contact: Cristian Rosas-Grillet

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

The Development Agreement dated July 17, 2018, was not properly approved by the Hutto City Council in accordance with the requirements of the City Charter. The amended and restated agreement includes some minor non-substantive edits.

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021-109 Hutto Resolution Approving AEND Agreement
2. AEND Amended and Restated Development Agreement 6.23.21

RESOLUTION NO. R-2021-109

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO, LONGHORN REAL ESTATE VENTURES, LLC AND AEND INDUSTRIES, INC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve an Amended and Restated Agreement between the City of Hutto, Longhorn Real Estate Ventures, LLC and Aend Industries, Inc, and authorize the City Manager to execute the Agreement (the “Agreement”) attached as Exhibit A.

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

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: The Hutto City Council hereby approves and authorizes the City Manager to execute an Amended and Restated Agreement between the City of Hutto, Longhorn Real Estate Ventures, LLC and Aend Industries, Inc, attached as Exhibit “A”, a copy of same being attached hereto and incorporated herein for all purposes.

SECTION 3: 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 this 1st day of July, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made and entered into this ____ day of _____, 2021 (the “Effective Date”) by and between the City of Hutto, Texas, a municipal corporation (the “City”), Longhorn Real Estate Ventures, LLC and Aend Industries, Inc. (the “Company”). The City and Company are sometimes referred to individually as a “Party” and collectively as the “Parties.”

Terms not otherwise defined herein shall have the meaning given in Appendix B.

RECITALS

WHEREAS, Company intends to develop a tract of land, known as the _____ (_____ acres), more particularly described on Exhibit A attached hereto (the “Property”); and

WHEREAS, Company intends to relocate its business onto the Property and upon completion of improvements to the Property, operate its business on the Property; and

WHEREAS, the City has determined that location of the Company within the City will be a public benefit; and

WHEREAS, the City desires to participate in certain costs related to the Project.

NOW THEREFORE, for and in consideration of the promises and mutual covenants hereinafter set forth, the Parties hereby agree as follows:

ARTICLE I PROJECT DESCRIPTION

- 1.1 Purpose. The Company intends to acquire the Property and construct a building of approximately 20,000 square feet to serve as the Company's Global Headquarters as a manufacturing facility. The Company manufactures high-end performance, recreational polyurethane wheels for several markets sectors. The Project will include land acquisition, engineering and architectural design work for the building, relocation expenses, site work and interior improvements to suit the Company’s needs. (The “Project.”).

ARTICLE II COMPANY COVENANTS

- 2.1 Acquisition of the Property. The Company will complete the acquisition of the Property no later than end of the Fourth Quarter, 2018.
- 2.2 Construction Commencement. The Company will commence construction of the Project, including site work and site improvements, no later than the end of Fourth Quarter of 2019.
- 2.3 Permits and Permission. The company will make timely application to the City for permits and approvals necessary to develop the Project.
- 2.4 Company Operations. The Company Headquarters will specialize in the manufacturing of high-end performance, recreational polyurethane wheels for several markets sectors.

Within nine (9) months from the commencement of operations, the Company will commence with at least forty (40) employees and grow by another ten (10) employees within five (5) years, for a total of fifty (50) employees.

- 2.5 Ongoing Operations. The Company will put forth its best efforts, within what is commercially reasonable, to purchase material, including construction material, within the City limits of the City or as close to the city limits as possible.
- 2.6 Ongoing Employment Obligations. After commencement of the manufacturing processes and initial employment of at least forty (40) employees, Company shall employ at least forty (40) employees for each of the next ten (10) years after commencement of the manufacturing processes. Company will provide to City, on or before March 1 of each year, a certification signed by an officer of the Company that as of January 1 of the year of the certification, Company employs at least forty (40) employees within its facility in the Project.
- 2.7 Anticipated Costs. The Company anticipates that it will spend and transfer in excess of Three Million Five Hundred Thousand Dollars (\$3,500,000.00) on the Project including land, planning, relocation expense, equipment, raw and finished goods inventory, and construction.

ARTICLE III

- 3.1 Requests by the Company. The Company has requested assistance from the City and City of Hutto Economic Development Corporation Type B certain economic incentives to facilitate the move of the Company to the City, development of the Project and continued offers of employment to area citizens.
- 3.2 Financial Statements. The Company will provide annual financial statements to the City commencing January 1, 2020. The City will maintain the financial agreements in a confidential manner and will enter into a confidentiality agreement with the Company if requested by the Company.
- 3.3 Ceasing to Do Business. If the Company, or its successors, ceases to do business on the Property or at an alternative location within the City limits, within ten (10) years of the date of commencement of the Project, the Company will repay any economic incentive benefits received by the Company prior to the date of ceasing to operate and within thirty (30) days after demand by the City.
- 3.4 Owners of Equity in the Company. Any owner of equity in the Company having a ten percent (10%) or more ownership interest shall be a signatory party to this development agreement.

ARTICLE IV CITY AGREEMENTS

- 4.1 City Economic Incentives. Contingent upon the Company meeting its obligations set out herein, the City agrees to provide the following to Company:
- a. Conditioned upon the payment by the Company of City-imposed ad valorem property taxes on the Property and improvements on the Property, within thirty (30) days after receipt of the Property tax payment, commencing January 1, 2021, the

City will pay to the Company fifty percent (50%) of ad valorem taxes levied by the City on the Property and improvements on the Property. Payments will be made by the City within thirty (30) days after receipt of the tax payments by the City. This payment will be made by the City to the Company under a Local Government Code Chapter 380 agreement. The payments will continue until the Company has received payments for a period of ten (10) years, commencing with the first year payment is received. These payments are conditioned upon the Company commencing construction prior to fourth quarter of 2019, paying City ad valorem tax payments and complying with the Company Covenants and other provisions of this Agreement.

- b. The City will recommend that the Hutto Economic Development Corporation B provide a grant to the Company in the total amount of One Hundred Seventy-five Thousand Dollars (\$175,000.00), to the Company for relocation and other associated eligible costs. The purpose of the City request is to assist the City in carrying out a manufacturing development project and create jobs for the benefit of the citizens of the City. The Company will use the funds granted to pay relocation, moving expenses and other eligible costs.
- c. The grant from the Hutto Economic Development Corporation Type B will be evidenced by a separate agreement between the Hutto Economic Development Corporation Type B and the Company.

ARTICLE V TERM

- 5.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue for ten (10) years from the date the City's payments commence under Section 4.1(a).

ARTICLE VI REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of Company.

- a. Authorization. Company is a company duly organized, validly existing, and in good standing under the laws of the State of California with authority to perform its obligations under this Agreement.
- b. Performance. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Company is a party or by which Company may be bound.
- c. Execution. The execution and delivery by Company of, and Company's performance under, this Agreement are within Company's powers and have been duly authorized by all requisite organizational action. The Person executing this Agreement on behalf of Company has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Company enforceable in accordance with its terms.

- d. Litigation. Company has not received written notice and has no actual knowledge of any litigation pending or threatened against Company that might adversely affect the Property or the Project or Company's ability to perform its obligations under this Agreement.

6.2 Representations and Warranties of City.

- a. Authorization. The City is a municipal corporation with full right and authority to enter into this Agreement and to consummate the transactions described in this Agreement.
- b. Performance. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound.
- c. Execution. The execution and delivery of, and the City's performance under, this Agreement are within the City's powers and have been duly authorized by all requisite municipal action. Each of the Persons executing this Agreement on behalf of the City is duly authorized to do so. This Agreement constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms.

ARTICLE VII INDEMNIFICATION

7.1 Indemnification and Release.

- a. Indemnity and release. Company will indemnify and hold the City and its respective officers, directors, employees and agents harmless from, and reimburse the City and its respective officers, directors, contractors, employees and agents for and with respect to, all claims, demands, actions, damages, losses, liabilities, judgments, costs and expenses, including, without limitation, reasonable legal fees and court costs (each a "Claim") which are suffered by, recovered from or asserted against the City or its respective officers, directors, employees and agents to the extent any such Claim arises from or in connection with (i) any Company Event of Default, (ii) the consequences of any alleged, established or admitted act or omission of Company or any agents, contractors, representatives or employees of Company, and releases the city with respect to all Claims regarding (iii) any alleged, established or admitted negligent act or wrongful act or omission of the City or any agents, contractors, representatives or employees of the City, INCLUDING ALL CLAIMS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY, but excluding Claims to the extent caused by the gross negligence or willful misconduct of the City.
- b. Claims. If the City notifies Company of any Claim, Company shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by Company but reasonably satisfactory to the City; provided, that the City has the right to be represented by advisory counsel of its own selection and at its own expense; and provided further, that if any such Claim involves Company and the City, and the City has been advised in writing by counsel that there may be legal defenses

available to it which are inconsistent with those available to Company, then the City has the right to select separate counsel to participate in the investigation and defense of and response to such Claim on its own behalf, and Company shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel. If any Claim arises as to which the indemnity provided for in this Section applies, and Company fails to assume within 20 days after being notified of the Claim the defense of the City, then the City may contest (or settle, with the prior written consent of Company, which consent will not be unreasonably withheld, conditioned or delayed) the Claim at Company's expense using counsel selected by the City; provided, that if any such failure by Company continues for 30 days or more after Company is notified thereof, no such contest need be made by the City and settlement or full payment of any Claim may be made by the City without Company's consent and without releasing Company from any obligations to the City under this Section so long as, in the written opinion of reputable counsel to the City, the settlement or payment in full is clearly advisable. So long as Company does not admit liability or agree to affirmative obligations on behalf of the City, Company is authorized to settle a Claim for itself and the City. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

ARTICLE VIII DEFAULTS; REMEDIES; TERMINATION

8.1 Default by Company.

- a. Failure to Pay. Company fails to pay any amount required to be paid hereunder when due and such failure continues for a period of sixty (60) days of written notice thereof from the City.
- b. Abandonment or Suspension. Following commencement of construction, Company voluntarily abandons or substantially suspends such construction for more than forty-five (45) consecutive days, subject to Force Majeure.
- c. Failure to Perform Obligations. Without limiting any other provision of this Section, Company fails to perform any other material obligations or duties provided in this Agreement, subject to Force Majeure, after the time for any cure or expiration of any grace period specified therefor, or if no such time is specified, within thirty (30) days after the date of written demand by the City to Company to perform such obligation and duty, or in the case of a default not susceptible of cure within thirty (30) days, Company fails promptly to commence to cure such default and thereafter to prosecute diligently such cure to completion within a reasonable time, but in no event longer than one hundred twenty (120) days after the date of the written demand.
- d. Assignment. Company attempts to assign rights under this Agreement. With the exception that assignment rights are permitted in the event of a sale.
- e. Receiver and Bankruptcy. A receiver, trustee or custodian is appointed for, or takes possession of, all or substantially all of the assets of Company, either in a

proceeding brought by Company or in a proceeding brought against Company, and such appointment is not discharged or such possession is not terminated within ninety (90) days after the effective date thereof or Company consents to or acquiesces in such appointment or possession; Company files a petition for relief under the Federal Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar law (all of the foregoing collectively, “Applicable Bankruptcy Law”) or an involuntary petition for relief is filed against Company under any Applicable Bankruptcy Law and such petition is not dismissed within ninety (90) days after the filing thereof, or an order for relief naming Company is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by Company.

8.2 Default by City.

- a. Failure to Pay. City fails to pay any amount required to be paid hereunder when due and such failure continues for a period of sixty (60) days written notice thereof from Company.
- b. Receiver and Bankruptcy. A receiver, trustee or custodian is appointed for, or takes possession of, all or substantially all of the assets of City, either in a proceeding brought by the City or in a proceeding brought against the City, and such appointment is not discharged or such possession is not terminated within ninety (90) days after the effective date thereof or the City consents to or acquiesces in such appointment or possession; the City files a petition for relief under the Federal Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar law (all of the foregoing collectively, “Applicable Bankruptcy Law”) or an involuntary petition for relief is filed against the City under any Applicable Bankruptcy Law and such petition is not dismissed within ninety (90) days after the filing thereof, or an order for relief naming the City is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by the City.

8.3 City Remedies. Upon the occurrence and during the continuance of an Event of Default by Company, in addition to any other remedies at law or in equity, the City may pursue the remedies set forth below:

- a. Specific Performance. The City may institute an action for specific performance, to the extent permitted by Legal Requirements.
- b. Damages. The City may pursue a claim against Company for actual, but not punitive or consequential, damages.
- c. Tolling of Other Obligations. The City may toll performance of its obligations under this Agreement and any required time for performance thereof will be extended by the number of days the Company Event of Default existed.

8.4 Company Remedies. Upon the occurrence of an Event of Default by the City, in addition to any other remedies at law or in equity, Company may pursue the remedies set forth below:

- a. Termination of the Project. Company may terminate its obligations under this Agreement.

8.5 Cumulative Rights/Remedies. The rights and remedies of the parties to this Agreement are cumulative and the exercise by either party of any one or more of such remedies will not preclude the exercise by it, at the same or a different time, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner or time thereof, of any obligation of the other party or any condition to its own obligation under this Agreement will be considered a waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

ARTICLE IX MISCELLANEOUS

9.1 Notices. All notices and other communications hereunder shall be in writing and, shall be delivered by hand delivery, expedited courier delivery or mailed (if mailed, by registered or certified mail, return receipt requested, postage prepaid) addressed as follows, and shall be effective upon actual delivery if delivered by hand or by expedited courier delivery or, if mailed, three days after deposit in the United States mail:

If to Company, to:

With a copy to:

If to the City, to:

Warren Hutmacher
City Manager
500 West Live Oak Street
Hutto, Texas 78634
Phone: (512) 759-4030

With a copy to:

Alan Bojorquez, Esq.
Bojorquez Law Firm, PC

11675 Jollyville Road, Suite 300
Austin, Texas 78759
Phone: (512) 250-0411

Any party may change its address for receiving notice by giving notice of a new address in the manner herein provided; however, if mailed, notice of such new address will be effective only upon actual receipt by the other party.

- 9.2 Independent Contractor. Company is an independent contractor with respect to the Project and is not serving as the employee or agent of the City. Nothing contained in this Agreement shall be construed as creating or constituting any partnership, joint venture, employment or agency between the parties. Each of Company and the City has sole authority and responsibility to employ, discharge and otherwise control its own employees, and the respective employees of Company and the City are not, and shall not be deemed to be, employees of the other. Neither party has the right or power to bind or obligate the other party for any liabilities or obligations without the prior written consent of the other party.
- 9.3 Severability. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable such that the intention of the parties is effected as closely as is possible.
- 9.4 Construction of Agreement. This Agreement has been reviewed and revised by legal counsel for both Company and the City, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.
- 9.5 Entire Agreement. This Agreement, including the Exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.
- 9.6 No Waiver. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.
- 9.7 Governing Law; Venue. THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED, AND IF LEGAL ACTION IS NECESSARY BY EITHER PARTY WITH RESPECT TO THE ENFORCEMENT OF ANY TERM OF THIS AGREEMENT, EXCLUSIVE VENUE FOR SAME SHALL LIE IN THE COURTS OF WILLIAMSON COUNTY, TEXAS, BY

EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (a) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION AND VENUE CONSISTENT WITH THE PREVIOUS SENTENCE, (b) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS AND DEFENSES THAT SUCH JURISDICTION AND VENUE ARE NOT PROPER OR CONVENIENT, AND (c) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW.

9.8 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

9.9 Attorney's Fees. Should any legal action be brought by either party because of a breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney ' s fees and such other costs as may be found by the court or arbitrator.

9.10 Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all Persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto.

9.11 Successors and Assigns. Except as provided in this Section, this Agreement will be binding upon and inure to the benefit of the permitted successors and assigns of the City and Company, and where the terms “Company” or “the City” are used in this Agreement, they mean and include their respective permitted successors and assigns. If any party hereto assigns its interest herein as permitted hereby, the assigning party will not be released from its obligations hereunder, except to the extent it obtains a written release from the beneficiary party to such obligations, which such beneficiary party may give or withhold in its sole and absolute discretion Assignment. Company shall not assign, unless this is due to a sale, or subcontract any or all of its obligations under this Agreement without

the written consent of City, which may be withheld by City in its sole discretion. In the event that such consent is given, it shall not relieve Company from any of the obligations of this Agreement or of any order (whether written or oral) between City and Company. Any such assignee or subcontractor shall be considered the agent of Company and, as between the parties hereto, Company shall be and remain liable as if no such assignment or subletting had been made.

- 9.12 Force Majeure. Either party hereto shall have the right to suspend performance of an obligation due to a Force Majeure event which interferes with such party's ability to act in a manner necessary to perform its obligations hereunder. Force Majeure shall mean as per definition in Exhibit B.
- 9.13 Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered by the parties, the City and Company agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at such time or times as may be necessary or appropriate under this Agreement any and all further lawful acts, deeds, and assurances as are reasonably necessary or appropriate to consummate and implement the transactions and agreements reasonably contemplated hereby.
- 9.14 Survival. Sections 7.1, 8.4, 8.5 and Article IX shall survive expiration or termination of this Agreement.
- 9.15 No Personal liability of public officials or the City. To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally liable or responsible for any liability arising under or related to this Agreement.
- 9.16 No Boycott of Israel. If applicable, if the ARN employs 10 or more full-time employees and the contract has a value of \$100,000 or more, ARN shall comply with the provisions of Section 2271.002(b), Government Code that the ARN does not boycott Israel or that during the term of the contract will not boycott Israel.
- 9.17 HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict-of-interest form ("Disclosure of Interested Parties") at the time you submit your signed contract to the City. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The City has no obligation under this Agreement until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.
- 9.18 Employment of Undocumented Workers. This Section is required by Chapter 2264, Tex. Gov. Code and governs over any conflicting provisions of this Agreement. The Company will not knowingly employ undocumented workers as that term is defined in Section 2264.001, Tex. Gov. Code. If the Company is convicted of a violation under 8 U.S.C. Section 1324a (f), the conviction is a breach of this Agreement and the City Manager of the City will send Company written notice that the Company has violated this paragraph and that the Agreement terminates 30 calendar days from the date of the notice. It is further understood and agreed by the parties that if Company is convicted of a violation

under 8 U.S.C. Section 1324a (f), Company will reimburse City the full amount paid to the Company pursuant to this Agreement within 120 days after the City notifies the Company of the violation.

- 9.19 Termination and Replacement of Prior Agreements. The Parties agree that the prior Development Agreement between the City of Hutto and Longhorn Real Estate Ventures, LLC and AEND Industries, Inc., dated July 17, 2018, is terminated and replaced by this amended and restated Agreement set out herein.

[SIGNATURE PAGE FOLLOWS]

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

Company, (Longhorn Real Estate Ventures, LLC, AEND Industries Inc. and *any owner of equity in the Company having a ten percent (10%) or more ownership interest)*

Owner

By: _____
Its: _____
Date: _____

Owner

By: _____
Its: _____
Date: _____

City

CITY OF HUTTO, a municipal corporation

By: Warren Hutmacher
Its: City Manager
Date: _____

Attest: _____
Holly Nagy, City Secretary
Date: _____

APPENDIX A

Property Description

_____ in the Northtown Commons Planned Unit Development (PUD)
in Hutto, Texas 78634.

APPENDIX B

DEFINED TERMS

1. “Agreement” means this Development Agreement.
2. “Applicable Bankruptcy Law” has the meaning given in Section 8.1(e).
3. “City” means the City of Hutto, Texas, a municipal corporation.
4. “Claim” has the meaning given in Section 7.1(a).
5. “Company” means Aend Industries, Inc and Longhorn Real Estate Ventures.
6. “Effective Date” has the meaning given in the introductory paragraph.
7. “Force Majeure” means acts of God, strikes, lockouts or other industrial disturbances, shortages of labor or materials , war, acts of public enemies, terrorism , orders of any kind of the government of the United States, the State of Texas, Williamson County, Texas, City of Hutto, or any other civil or military authority , insurrections, riots, epidemics, landslides, earthquakes , lightning , fires, hurricanes , storms, floods, washouts, other natural disasters, a party not receiving a governmental permit, license, approval or inspection in time to meet a contractual time period imposed hereunder provided that party, in good faith, was diligent in the application or request for and prosecution of the process to obtain that permit, license, approval or inspection, restraint of government and people, civil disturbances, explosions, acts or omissions of either party (or a subdivision thereof) to this Agreement or other causes not reasonably within the control of the party claiming such inability (except that in no event shall Force Majeure include (a) financial inability to perform unless such event, act or cause results primarily from the occurrence of a Force Majeure event described above, or (b) acts of the party claiming such inability, or a subdivision thereof , including without limitation any ordinances, regulations, orders or similar action by such party or a subdivision thereof).
8. “Hazardous Materials” means any substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Legal Requirements or common law, as “hazardous substance,” “hazardous material,” “hazardous waste,” “acutely hazardous” , “extremely hazardous waste,” infectious waste,” “toxic substance,” “toxic pollutant “ or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability , corrosivity, reactivity , carcinogenicity , or toxicity , including any petroleum, natural gas, natural gas liquids , liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) or derivatives thereof. “Hazardous Materials” also include, without limitation, those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended).
9. “Legal Requirements” means mean applicable restrictive covenants, service extension requests, zoning ordinances, and building codes, access, health, safety, environmental, and natural resource protection laws and regulations and all other applicable federal, state, and local laws, statutes, ordinances, rules, design criteria, regulations, orders, determinations and court decisions.
10. “Party” and “Parties” have the meaning given in the introductory paragraph.
11. “Person” means an individual, corporation, partnership, limited liability company, unincorporated organization, association, joint stock company, joint venture, trust, estate,

real estate investment trust, government, agency or political subdivision thereof or other entity, whether acting in an individual, fiduciary or other capacity.

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-103 authorizing the City of Hutto to auction surplus police vehicles and public works equipment.
Meeting: Thursday, July 1, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Surplus equipment memo
2. R-2021-039 Surplus equipment to auction reso 06212021



Mayor
Mike Snyder

July 1, 2021

Council Members
Robin Sutton, Place 1
Dan Thornton, Place 2
Mandi Villarreal Salvo, Place 3
Peter Gordon, Place 4
Krystal Kinsey, Place 5
Tanner Rose, Place 6

City Manager
Warren A. Hutmacher

Mayor Mike Snyder and Members of the City Council,

With your approval, the City will auction these 25 vehicles and/or equipment. Some of this equipment was purchased from the 2019 Streets bonds for a total of \$905,210. Proceeds from the sale of bond funded equipment will be deposited into the 2019 bond fund. The HPD has 6 vehicles that exceed their useful life, considering their condition.

We plan to list the equipment on the on-line auction site, GovDeals.com. Before we place this equipment for auction, staff will notify regional equipment dealers and contractors that this equipment is available for sale on the website to ensure that we maximize the sales price.

Lee Ann Huddleston
Interim City Manager

City of Hutto, Texas
July 1, 2021 Vehicles and Equipment for Auction

Purchase Date	VIN	Bond Funding	Purchase Price	Description	Hours, mileage or condition	Comparable Online Sales
Streets and Parks Equipment						
11/30/2017			\$ 188,703	Mauldin 1750-C Laydown Machine	361	\$135K, \$166K, \$170K
12/4/2017			85,528	Atlas Copco CP1200 Pneumatic Roller	185	\$77K
12/4/2017			53,845	Atlas Copco CC1300 Steel Drum Roller	352	\$40K, \$42K
12/20/2017			264,474	Gradall D154 Excavator	458	\$129K, \$170K, \$180K
3/12/2019			256,635	Case 885B AWD Motor Grader	248	\$161K, \$179K, \$228K
5/23/2019		2019 Streets	157,390	Asphalt Zipper 420X	46	\$107K
7/15/2019		2019 Streets	100,559	Case SV208D Sheep Foot Roller	19	\$72K, \$75K
7/15/2019		2019 Streets	93,216	Case SV280D Steel Drum Roller	68	\$70K, \$87K
8/8/2019		2019 Streets	73,250	10 ea. APT LT V4 Light Plants	\$6K	
8/21/2019		2019 Streets	142,829	Case CX130D Excavator	41	\$118K, \$146K, \$149K
8/22/2019		2019 Streets	10,600	40 ea. Water Barricades	n/a	
6/29/2020		2019 Streets	109,122	S34 International 7600 Dump Truck	2,587/125	\$114K
6/29/2020		2019 Streets	109,122	S35 International 7600 Dump Truck	3,138/166	\$114K
6/29/2020		2019 Streets	109,122	S36 International 7600 Dump Truck	2,559/131	\$114K
2003	1FTRF17W03NB54480			F150	142,687	
2006	W04X2XD008721			John Deere Gator	Very Poor	
	J0100034			Scag Tiger Zero Turn Mower	Very Poor	
	K2500098			Scag Tiger Zero Turn Mower	Very Poor	
	392635			ExMark Walk behind mower	parts only	
Police Vehicles						
2008	2FAFP71V68X161223			Ford Crown Victoria Interceptor	100,482	
2007	1FMFU15577LA67935			Ford Expedition	87,787	
2006	2FAFP71W76X125269			Crown Victoria Intercetpor	91,762	
2006	2FAFP71W36X127570			Crown Victoria Intercetpor	n/a	
2009	2FAHP71V79X114213			Crown Victoria Intercetpor	98,869	
2008	2FAFP71VX8X123154			Crown Victoria Intercetpor	Parts Car	

RESOLUTION NO. R-2021-039

**A RESOLUTION AUTHORIZING THE CITY OF HUTTO TO
AUCTION SURPLUS POLICE VEHICLES AND PUBLIC WORKS
EQUIPMENT.**

WHEREAS, the City of Hutto assumes a fiscal responsibility to its citizens to utilize public funds as prescribed by law; and

WHEREAS, the City staff has identified and designated marked police vehicles as surplus property when those vehicles reach established mileage and maintenance thresholds; and has identified and designated public works equipment as surplus property; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS; that the City of Hutto hereby approves the auction of surplus police vehicles and public works equipment as presented in Exhibit A.

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **1st** day of **July, 2021**.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTESTED:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-098 approving the first amendment to the agreement between the City of Hutto and Legends of Hutto Home Owners Association to provide for the conveyance of a drainage easement for the operation, maintenance, repair, and replacement of drainage facilities to the City of Hutto.
Meeting: Thursday, July 1, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT



To: City Council
Subject: Discussion and possible action on the plaque on the front of City Hall.
(Councilmember Rose)
Meeting: Thursday, July 1, 2021
Department: Legal
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action and/or direction to staff regarding road barriers within the Durango Farms project, proposed financing structure of Durango Farms Public Improvement District, and status of MA Durango Farms, LLC as “Developer” under the City of Hutto, Texas PID Policy, and other matters relating thereto. (City Attorney-D.Palumbo)
Meeting: Thursday, July 1, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT



To: City Council
Subject: Discussion and possible action on amending Resolution No. R-2021-081 regarding public comments at City Council Meetings. (Mayor Snyder)
Meeting: Thursday, July 1, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2020-081 Public Comment Policy 9-3-20

RESOLUTION NO. R-2020-081

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, ADOPTING THE RULES GOVERNING PUBLIC COMMENTS AT CITY COUNCIL MEETINGS; ALLOWING MEMBERS OF THE PUBLIC THREE (3) MINUTES TO ADDRESS THE CITY COUNCIL; PROVIDING THAT INDIVIDUALS WHO ARE PRESENT MAY YIELD THEIR TIME TO ANOTHER INDIVIDUAL WHO HAS REGISTERED TO SPEAK, UP TO A MAXIMUM OF NINE (9) MINUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend its rules governing public comments at City Council meetings.

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

Section 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. That the City Council hereby adopts the rules governing public comments at city council meetings contained in Exhibit "A" attached hereto and incorporated fully herein for all intents and purposes.

Section 3. That 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.

Section 4. That this Resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Hutto, and it is accordingly so resolved.

RESOLVED this 3rd day of September, 2020.

CITY OF HUTTO, TEXAS

ATTEST:

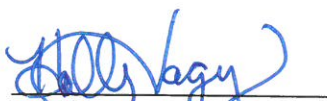

Holly Nagy, City Secretary



Exhibit "A"

Public Comments

- (1) Members of the public wishing to make general announcements, address a topic that is not included on the agenda, or address specific agenda items must do so under the "Public Comments" agenda item at the beginning of the meeting.
- (2) Members of the public wishing to address the city council in-person or by telephone must fill out the required sign-in form. The required sign-in form will be provided at the meeting location and online. Sign-in forms provided at the meeting location must be turned in to the city secretary prior to the meeting being convened and online forms must be completed at least fifteen (15) minutes before the meeting. If a person does not want to speak or if everything has been said by other speakers, they may elect to have their position notated for or against instead.
- (3) Instead of providing comments in-person or by telephone, members of the public may submit their written comments to the City's designated e-mail address at least three (3) hours before the meeting.
- (4) Sign-in forms or written comments that contain profanity will not be accepted.
- (5) Time limits. Except as waived or otherwise authorized by a vote of the City Council, the following time limitations shall apply to public comments:
 - (a) Public comment about non-agenda items. Members of the public signing up to speak about non-agenda items shall, when recognized by the presiding officer, have three (3) minutes to address the city council regarding non-agenda items. Comments on non-agenda items shall not be used by citizens as an additional comment period for agenda items. The presiding officer shall not be obligated to recognize a speaker for a second comment regarding non-agenda items.
 - (b) Public comment about agenda items. Members of the public signing up to speak about agenda items shall, when recognized by the presiding officer, have three (3) minutes to address the city council regarding agenda items, regardless of the number of agenda items. Speakers may express their opinions or viewpoints on an issue but are not permitted to participate in the debate on an issue.
 - (c) Members of the public wishing to read a letter from another member of the public will be allowed only three (3) minutes to read the letter and address their own comments.
 - (d) Members of the public addressing the council through a translator shall be allowed twice the amount of time allowed for a speaker under this section.
- (6) Yielding Time. Members of the public who are present may yield their time to another individual who has registered to speak, up to a maximum of nine (9) minutes. A speaker may receive yielded time from a maximum of two people present and may speak for a maximum of nine (9) minutes. An individual wishing to yield time to another speaker must be present when the speaker began to address the council and must specify the name of the speaker.

AGENDA ITEM REPORT



To: City Council
Subject: Discussion with possible action on ordinance revisions to section 2.02.003 of the Hutto City Code to provide for resignation procedures for members of City boards and commissions, establish the date a vacancy is created in the event of a resignation, and modify the nomination procedures for City boards and commissions. (Councilmember Gordon).
Meeting: Thursday, July 1, 2021
Department: Legal
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT



To: City Council
Subject: Discussion and Possible Action regarding Possible Appointments, Re-appointments and/or Removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations, Tax Increment Reinvestment Zone Boards, City Council Liaisons and Area Government appointments.
Meeting: Thursday, July 1, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Boards Commissions List 6-25-21

BOARDS AND COMMISSIONS MASTER LIST as of 6/25/21

			Term Ends		
Council Member Place 1		Robin Sutton	May-23		
Council Member Place 2		Dan Thornton	May-24		
Council Member Place 3		Mandi Villarreal Salvo	May-22		
Council Member Place 4		Peter Gordon	May-23		
Council Member Place 5		Krystal Kinsey	May-24		
Council Member Place 6		Tanner Rose	May-22		
Mayor		Mike Snyder	May-22		
Planning & Zoning Commission					
Meets: 1st Tuesday @ 7:00 p.m. of each month in City Council Chambers					
2 year terms per Charter					
Staff Liasion: Ashley Lumpkin					
Council Liasion: Peter Gordon					
				Appointed	Term Ends
Place 1	Rick	Hudson	Vice-Chair	6/18/20	6/30/22
Place 2	Randal	Clark	Commissioner	6/18/20	6/30/22
Place 3	Brian	Lee	Commissioner	6/10/21	6/30/22
Place 4	Tony	Wertz	Chair	7/3/19	6/30/21
Place 5	Jerica	Lawyer	Commissioner	7/2/20	6/30/22
Place 6	Vacant		Commissioner	8/20/20	6/30/21
Place 7	Susanna	Boyer	Commissioner	6/3/21	6/30/22
After June 30, 2021, the Commissioners for Place 6 and Place 7 (Mayor) shall be appointed to a one-year term, and the Commissioner for Place 4 shall be appointed to a two-year term. After June 30, 2022, the Commissioner for Place 1 shall be appointed to a one-year term, the Commissioners for Place 2 and Place 5 shall be appointed to two-year terms, and the Commissioners for Place 3, Place 6, and Place 7 (Mayor) shall be appointed to three-year terms.					
Parks Advisory Board					
Meets: 2nd Wednesday @ 7:00 p.m. of each month in City Council Chambers					
3 year terms					
Staff Liasion: Tony Host					
Council Liasion:					
				Appointed	Term Ends
Place 1	Katie	Weiss	Vice Chair	9/30/18	6/20/21
*Place 2	Wendel	Teltow	Member	1/23/20	6/30/24
*Place 3	David	Meyer	Member	9/17/20	6/30/22
*Place 4	Vacant		Member	7/2/20	6/30/23
Place 5	Sharon	Dyer	Member	6/17/21	6/30/24
Place 6	Rose	McMillin	Member	6/20/19	6/30/22
Place 7	Perry	Savard	Chair	6/20/19	6/30/22
* Filled unexpired term					

Library Advisory Board					
Meets: Quarterly @ 6:00 p.m. in City Council Chambers					
3 year terms					
Staff Liasion: Kristi Robich					
Council Liasion: Tanner Rose					
				Appointed	Term Ends
Place 1	Christina	Garza	Member	5/16/19	6/30/23
Place 2	Dwight	Baker	Chair	9/20/18	6/30/21
Place 3	Tara	Chappell	Vice Chair	7/3/19	6/30/22
Place 4	Scott	Rose	Member	9/17/20	6/30/23
Place 5	Havala	Merit	Member	6/17/21	6/30/24
Place 6	David	Westbrook	Member	11/7/19	6/30/22
*Place 7	Brian	Thompson	Member	2/27/20	6/30/22
Zoning Board of Adjustment					
Meets: 4th Weds @ 7:00 p.m. of each month in City Council Chambers					
2 year terms per LGC Sect. 211.008(b)					
Staff Liasion: Ashby Grundman					
Council Liasion:					
				Appointed	Term Ends
Place 1	John	Marines	Member	6/3/21	6/30/22
Place 2	Brian	Lee	Member	6/7/21	6/30/24
Place 3	David	Meyer	Member	7/3/19	6/30/22
Place 4	Wendell	Teltow	Member	5/20/21	6/30/23
Place 5	Ray	Alba	Member	6/17/21	6/30/23
Place 6	Maureen	Rooker	Member	6/20/19	6/30/22
Place 7	Randal	Clark	Member	9/19/19	6/30/22
Historic Preservation Commission					
Meets: 4th Tuesday @ 6:30 p.m. of each month in City Council Chambers					
3 year terms					
Staff Liasion:					
Council Liasion: Tanner Rose					
				Appointed	Term Ends
Place 1	DeAnne	Worley	Commissioner	7/3/19	6/30/22
Place 2	Jon	Stephenson	Commissioner	5/20/21	6/30/24
Place 3	Curtis	Orton	Commissioner	9/20/18	6/30/22
Place 4	Robert	Lykins	Commissioner	5/20/21	6/30/23
Place 5	Vacant		Commissioner		6/30/21
Place 6	Travis	Allen	Commissioner	6/20/19	6/30/22
Place 7	Vacant		Commissioner		

Building and Standards Commission					
Meets: As Needed in City Council Chambers (at least once a year)					
2 year terms per LGC Sect. 54.033					
Staff Liasion: Ashley Lumpkin					
Council Liasion: None					
				Appointed	Term Ends
*Place 1 Troy	Manella	Commissioner	1/3/19	6/30/21	
Place 2 Vacant		Commissioner	9/20/18	6/30/21	
Pending Registration Place 3 Kendrick	Whittington	Commissioner	8/2/18	6/30/22	
Place 4 Vacant		Commissioner	6/20/19	6/30/23	
Place 5 Tom	Brown	Commissioner	9/20/18	6/30/21	
Place 6 Maureen	Rooker	Commissioner	6/20/19	6/30/22	
Place 7 Richard	Hudson	Commissioner	6/20/19	6/30/22	
* Filled unexpired term					
Ethics Review Commission					
Meets: As needed in City Council Chambers (at least once a year)					
3 year terms					
Staff Liasion: City Secretary					
Council Liasion: None					
				Appointed	Term Ends
* Place 1 Jane	Wrinkle	Member	2/4/21	6/30/23	
** Place 2 Lori	Brown-Duncan	Vice Chair	9/20/18	6/30/21	
Place 3 Bill	Kohl	Member	7/11/19	6/30/22	
Place 4 Christina	Garza	Member	12/17/20	6/30/23	
Place 5 Abel	Landin	Member	6/17/21	6/30/24	
Place 6 April	Willis	Member	8/15/19	6/30/22	
Place 7 Krystal	Kinsey	Member	11/21/19	6/30/22	
Economic Development Corporation					
Meets: 1st Monday at 6:30 p.m. of each month in City Council Chambers					
Staff Liasion: Stacy Schmitt					
Council Liasion: Mike Snyder					
				Appointed	Term Ends
Place 1 Marqueta	Grant	Member	2/25/21	6/30/21	
Place 2 Mike	Arismendez	Chair	6/3/21	6/30/23	
Place 3 Shawn	Lucas	Member	6/10/21	6/30/23	
Place 4 Don	Carlson	Vice Chair	7/3/19	6/30/21	
Place 5 Randal	Clark		6/17/21	6/30/23	
Place 6 Victor	Henry	Member	5/6/21	6/30/21	
Place 7 Mike	Snyder	Member	5/20/21	6/30/21	

Communications/Technology Task Force					
Meets once a month.					
1 year term- appts in Feb.					
Council Liasion: Peter Gordon					
				Appointed	Term Ends
Place 1	Jane	Wrinkle	Member	2/4/21	2/3/22
Place 2	Vacant				2/4/22
Place 3	Vacant		Member		2/3/22
Place 4	Andrew	Ingrassia	Member	6/10/21	2/1/22
Place 5	Vacant				
Place 6	Jerica	Lawyer	Member	2/6/20	2/6/21
Place 7	Dana	Wilcott	Member	8/27/20	2/1/21
ADA/Electronic and Information Resource Task Force					
Meets once a month					
1 year term-Appts in Feb					
Council Liasion: Dan Thornton					
				Appointed	Term Ends
Place 1	Jane	Wrinkle	Member	2/4/21	2/4/22
Place 2	Laurie	Stockman	Member	2/25/21	2/4/22
Place 3	Vacant		Member		
Place 4	Vacant		Member		2/6/22
Place 5	Vacant		Member		
Place 6	Vacant		Member		
Place 7	Vacant		Member		
Diversity and Inclusion Commission					
Meets monthly					
3 yr terms					
Council Liasion:				Appointed	Term Ends
Place 1	Ana	Gonzales	Member	11/19/21	6/30/24
Place 2	Tara	Spoons	Member	9/17/20	6/30/23
Place 3	Vanessa	Henry	Member	11/5/20	6/30/24
Place 4	Brian	Thompson	Member	8/27/20	6/30/23
Place 5	Onnesha	Williams	Member	8/20/20	6/30/23
Place 6	Beatriz	Rodriguez	Member	11/5/20	6/30/24
Place 7	Nakeenya	Wilson	Member	11/19/20	6/30/24
Tax Increment Reinvestment Zone (TIRZ) #1					
3 appts from City					
2 appts from County *+					
2 yr terms				Appointed	Term Ends
	Russ	Boles	Member	2/14/20	2/14/22
*+	Scott	Heselmeyer	Member	3/2/21	3/2/23
	VACANT		Chair		2/1/22
	Rick Hudson		Member	2/10/20	2/10/22
	Mandi Villarreal Salvo		Member	4/1/21	2/1/22
Emergency Preparedness Task Force					
Meets _____					
3 year terms					
Council Liasion:				Appointed	Term Ends
Place 1	Vacant		Member		6/30/23
Place 2	Vacant		Member		6/30/23
Place 3	Donna	Jones	Member	6/17/21	6/30/23
Place 4	Thomas	Quoma	Member	6/3/21	6/30/24
Place 5	Stevie	Jones	Member	6/17/21	6/30/24
Place 6	Vacant		Member		6/30/24
Place 7	Vacant		Member		6/30/24