



City of Hutto

Agenda

City Council Meeting

Thursday, July 15, 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. Written comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on July 15, 2021. The email must include name, address, phone #, email and agenda item to be recognized properly. Written comments will be distributed to City Council. 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

- 7.1. Introduction of Angie Rios, Chief Financial Officer.
- 7.2. Introduction of Colleen Tierney, Library Manager.
- 7.3. Introduction of Robert Cantu, Community Outreach Officer.

8. CONSENT AGENDA ITEMS

- 8.1. Consideration and possible action on approving the July 1, 2021 City Council meeting minutes.
- 8.2. Consideration and possible action on Resolution No. R-2021-107 approving an Agreement between Williamson County, Texas and the City of Hutto, Texas for billing and collection services related to the Durango Farms Public Improvement District.(City Attorney-D.Palumbo)
- 8.3. 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. (Second Reading)
- 8.4. Consideration and possible action on Resolution No. R-2021-104 approving an engagement letter for Professional Audit Services with BrooksWatson and Co., PLLC for audit services for Fiscal Years 2021 through 2023.
- 8.5. Consideration and possible action on Resolution No. R-2021-103 authorizing the City of Hutto to auction surplus police vehicles and public works equipment.
- 8.6. Discussion and possible action on amending Resolution No. R-2021-081 regarding public comments at City Council Meetings.
- 8.7. Consideration and possible action on the Durango Farms Memorandum of Understanding for barriers to prevent construction and large truck cut through traffic.
- 8.8. Consideration and possible action on Resolution No. R-2021-113 approving changes to the authorized representatives for the City's Texpool account(s). (Angie Rios)
- 8.9. Consideration and possible action on Resolution No. R-2021-114 approving changes to the authorized representatives for the City's Bancorp account(s). (Angie Rios)
- 8.10. Consideration and possible action on awarding an request for proposal to Konica Minolta and authorizing the City Manager to execute a contract for copier services in the amount of \$137,400. (David Reeves)

9. ORDINANCES

- 9.1. Holding a public hearing and possible action on Ordinance No. O-2021-041 approving a proposed Specific Use Permit for the Hutto Independent School District at 573 Chris Kelley Boulevard (Hutto ISD Stadium), 76.135 acres, more or less, of land, to allow a reduction in the required landscaping.(Ashley Lumpkin)
- 9.2. Holding a public hearing and possible action on Ordinance No. O-2021-042 approving Durango Farms Planned Unit Development (PUD) zoning ordinance amendment to

Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and associated parking requirements. (Ashley Lumpkin)

- 9.3. Holding a public hearing and possible action on Ordinance No. O-2021-043 approving a zoning change request for Carver Ridge from General Commercial (B-2) to Multi-Family (MF), generally located east of the southeast corner of FM 1660 South and CR 137. (Ashley Lumpkin)
- 9.4. Holding a public hearing and possible action on the first and final reading of Ordinance No. O-2021-045 approving the proposed annexation of the Chandler Road Parkade Tracts, 15.38 acres, more or less, of land, and to establish the base zoning for the property as SF-R (Single-Family Rural).(Ashley Lumpkin).
- 9.5. Holding a public hearing and possible action on Ordinance No. O-2021-046 approving a zoning change request for Chandler Road Parkade from ETJ/SF-R to General Commercial (B-2) for an approximate 15.38 acre side, more or less, generally located at the northwest corner of FM1660 North and Chandler Road.(Ashley Lumpkin)

10. RESOLUTIONS

11. OTHER BUSINESS

- 11.1. Presentation of the Quarterly Police Department Update. (Chief Hall)
- 11.2. 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.
- 11.3. Discussion and possible action for On-Demand engineering and planning consultant services with Freese and Nichols, Halff and Associates, Inc., Kimley Horn, K Friese and Associates, DCS Engineering, LLC, and CP&Y, Inc.. (Ashley Lumpkin)
- 11.4. Consideration and possible action on City Council Liaison duties and appointment/reappointment of City Council Liaisons. (Councilmember Villarreal Salvo)
- 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 and Tax Increment Reinvestment Zone Boards.

12. EXECUTIVE SESSION

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

- 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. Receive legal advice pursuant to Texas Government Code Sec. 551.071 and deliberate regarding pending litigation in River Creek Dev. Corp. and the City of Hutto, Texas v. Paxton, et al, Cause No. 21-0759-C425, pending in the 425th District Court, Williamson County Texas.

- 12.3. Receive legal advice pursuant to Texas Local Government Code Section 551.071 and deliberate regarding Case:1:20-cv-0120-LY Jones v. City of Hutto, et al., pending in the 368th District Court in Williamson County, Texas.
- 12.4. Receive legal advice in accordance with Section 551.071 (2) of the Texas Government Code related to the Sports, Health & Entertainment District in the City of Hutto.
- 12.5. Receive legal advice pursuant to Texas Government Code Section 551.071 from Bond Counsel regarding the November 2018 bond election and expenditure of bond proceeds.

13. ACTION RELATIVE TO EXECUTIVE SESSION

- 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.
- 13.2. Consideration and possible action on legal advice received in executive session and the consideration of a Resolution of Corporate Position regarding River Creek Dev. Corp. and the City of Hutto, Texas v. Paxton, et al, Cause No. 21-0759-C425, pending in the 425th District Court, Williamson County Texas.
- 13.3. Consideration and possible action on legal advice received pursuant to Texas Local Government Code Section 551.071 and deliberate regarding Case:1:20-cv-0120-LY Jones v. City of Hutto, et al., pending in the 368th District Court in Williamson County, Texas.
- 13.4. Possible action related to legal advice in accordance with Section 551.071 (2) of the Texas Government Code related to the Sports, Health & Entertainment District in the City of Hutto.
- 13.5. Consideration and possible action relating to legal advice pursuant to Texas Government Code Section 551.071 from Bond Counsel regarding the November 2018 bond election and expenditure of bond proceeds.

14. ADJOURNMENT

15. CERTIFICATION

I certify that this notice of the July 15, 2021 Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on July 12, 2021 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@huttox.gov or call (512) 759-4033 for assistance.



City of Hutto

MINUTES

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 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 Krystal Kinsey.

3. INVOCATION- Led by Councilmember Gordon

4. PLEDGE OF ALLEGIANCE

5. CITY COUNCIL COMMENTS

- 5.1. General Comments from City Council - **None**
- 5.2. City Council Liaison Reports – **None**

6. PUBLIC COMMENT- **None**

7. CITY MANAGER COMMENTS

- Recognition of Lee Ann Huddleston
- Introduction of Irene Talioaga
- Lakeside Lift Station Update
- Groundbreaking Southeast Loop Segment 1
- Hutto Hippo Painting
- 4th of July Event

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)

Councilmember Villarreal Salvo pulled Item 9.6

Councilmember Gordon made a motion to approve Items 9.1, 9.2, 9.3, 9.4, 9.5 with the addition to add a note that no action was taken during Executive Session during the June 17th meeting minutes and to amend 9.4 and 9.5 to change the signature from Mayor to City Manager. Councilmember Thornton seconded the motion. The motion passed unanimously. (7:0)

- 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)

Discussion ensued. Decorative rocks, bushes and shrubbery added.

Councilmember Villarreal Salvo made a motion to approve Item 9.6 as presented. Councilmember Sutton seconded the motion the motion passed unanimously. (7:0)

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)

Councilmember Gordon made a motion to approve Item 10.1 as presented. Councilmember Sutton seconded the motion. The motion passed unanimously. (7:0)

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)

Councilmember Villareal Salvo made a motion to approve Item 11.1 as presented. Councilmember Gordon seconded the motion. The motion passed unanimously. (7:0)

- 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)

Councilmember Villareal Salvo made a motion to approve Item 11.2 as presented. Councilmember Gordon seconded the motion. The motion passed unanimously. (7:0)

Mayor Snyder requested to move Item 12.5 up. There were no objections.

- 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.

Councilmember Gordon made a motion to appoint Kurt Schwerdtfeger to the Planning and Zoning Commission. Mayor Snyder seconded the motion. The motion passed unanimously. (7:0)

Councilmember Gordon made a motion to appoint Kurt Schwerdtfeger to the Building and Standards Commission. Mayor Snyder seconded the motion. The motion passed unanimously. (7:0)

Mayor Snyder made a motion to reappoint himself to the Economic Development Corporation. MPT Rose seconded the motion. The motion passed unanimously. (7:0)

Discussion ensued regarding Council Liaisons. Item will be brought back at the July 15, 2021 Council meeting.

Councilmember Gordon made a motion to reappoint Don Carlson to the Economic Development Corporation. Councilmember Villarreal Salvo seconded the motion. The motion passed unanimously. (7:0)

- 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

Will be brought back at the July 15, 2021 City Council meeting.

- 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)

MPT Rose made a motion to approve Resolution No. R-2021-108 as presented with the addition to allow the City Attorney to release the materials to City Council added to section 2. Councilmember Sutton seconded the motion. The motion passed unanimously. (7:0)

- 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)

Item will be brought back at the July 15, 2021 City Council meeting.

- 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.

Item will be brought back at the July 15, 2021 City Council meeting.

- 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.

Update only. No action taken.

12. OTHER BUSINESS

- 12.1. Discussion and possible action on the plaque on the front of City Hall. (Councilmember Rose)

Discussion ensued. Item will be brought back at the August 5, 2021 City Council meeting.

- 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)

Discussion ensued. Kevin Pierce was present for this item.

Councilmember Gordon made a motion to accept the MOU as presented by the City Manager with the addition of the lockbox on East Street. MPT Rose seconded the motion. The motion passed unanimously. (7:0)

- 12.3. Discussion and possible action on amending Resolution No. R-2021-081 regarding public comments at City Council Meetings. (Mayor Snyder)

Discussion ensued. Item will be brought back at the July 15, 2021 City Council meeting.

- 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).

Item will be brought back at the August 5, 2021 City Council meeting.

Councilmember Gordon requested to move Item 13.3 into open session. There were no objections.

- 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)

MPT Rose requested to move Item 14.3 up to be considered with Item 13.3. There were no objections.

- 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)

Councilmember Thornton made a motion to waive the attorney-client privilege for the Bojorquez Law Firm memo on alleged charter violation dated June 30, 2021.

Councilmember Sutton seconded the motion. The motion passed unanimously. (7:0)

13. EXECUTIVE SESSION Entered: 10:17 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).

- 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.
- 13.4 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)

-Postponed.

14. ACTION RELATIVE TO EXECUTIVE SESSION Reconvened: 12:18 AM

- 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.

No action taken.

- 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.

No action taken.

- 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)- **Postponed**

15. ADJOURNMENT: 12:19 AM

PASSED and APPROVED this 15th day of July, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-107 approving an Agreement between Williamson County, Texas and the City of Hutto, Texas for billing and collection services related to the Durango Farms Public Improvement District.(City Attorney-D.Palumbo)
Meeting: Thursday, July 15, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. R-2021-107 Hutto Resolution Approving Durango Farms Billing
2. Durango Farms PID Agrmt

RESOLUTION NO. R-2021-107

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 DURANGO FARMS 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 Durango Farms 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 Durango Farms 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 15th 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
DURANGO FARMS 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 Durango Farms 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.]*

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell
County Judge, Williamson County

Approved:

Larry Gaddes
Tax Assessor-Collector, Williamson County

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

(SEAL)

Notary Public, State of Texas

CITY OF HUTTO, TEXAS

By: _____
Warren Hutmacher
City Manager

STATE OF TEXAS

COUNTY OF WILLIAMSON

§
§
§

This instrument was acknowledged before me on _____, 20____, by _____, City Manager 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-2021-040 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. (Second Reading)

Meeting: Thursday, July 15, 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-2021-104 approving an engagement letter for Professional Audit Services with BrooksWatson and Co., PLLC for audit services for Fiscal Years 2021 through 2023.
Meeting: Thursday, July 15, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Audit info from 7-1
2. City of Hutto Audit Engagement Letter - 2021 - 2023
3. Hutto Resolution Brooks Watson Company audit engagement 7 15 21



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,

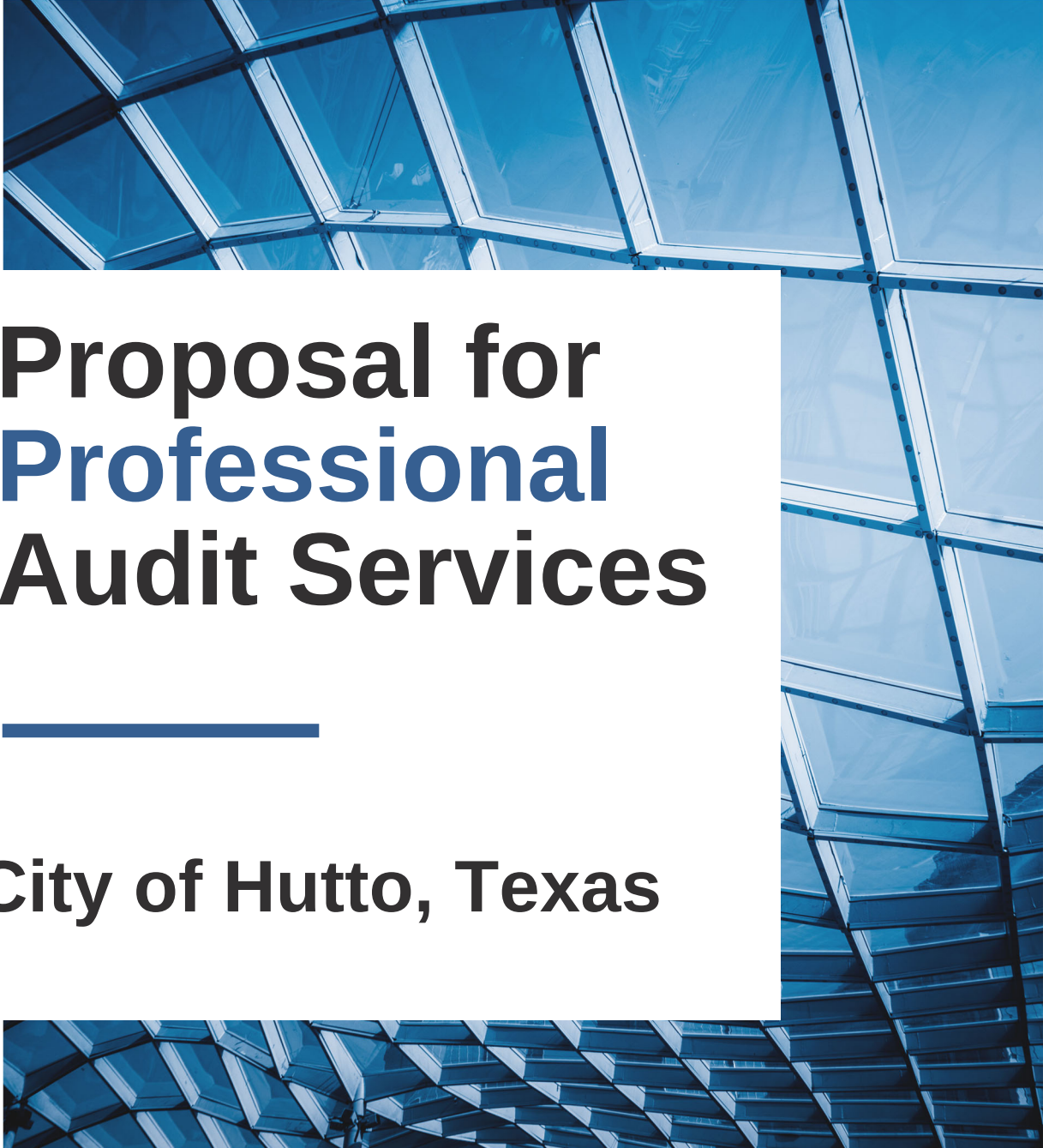
The City issued a Request for Proposals for Professional Audit Services in May and received two proposals in response on June 2, 2021.

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

Table of Contents

LETTER OF TRANSMITTAL	07
STATEMENT OF INDEPENDENCE	09
LICENSE TO PRACTICE	10
FIRM QUALIFICATIONS AND EXPERIENCE	11
QUALITY CONTROL AND PEER REVIEW	18
PARTNER AND STAFF BACKGROUND	20
PRIOR ENGAGEMENTS WITH THE CITY OF HUTTO	28
SIMILAR ENGAGEMENTS AND REFERENCES	29
SPECIFIC AUDIT APPROACH	32
IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS	40
SAMPLE DOCUMENTS	41
PROJECT TIMELINE	42
COST PROPOSAL	45

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.



July 8, 2021

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

The following represents our understanding of the services we will provide the City of Hutto, Texas.

You have requested that we audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Hutto, Texas as of September 30, 2021-2023 and for the years then ended and the related notes, which collectively comprise City of Hutto, Texas' basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

In addition, we will audit the entity's compliance over major federal award programs for the years ended September 30, 2021-2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that supplementary information, such as management's discussion, and analysis, pension information, and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's discussion and analysis
- 2) Budgetary Comparison Schedules
- 3) Pension and OPEB schedules

Supplementary information other than RSI will accompany the City of Hutto, Texas' basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Combining statements and schedules for – Nonmajor Governmental Funds
- 2) Budget to Actual schedule for governmental funds not included within RSI

Also, the report will include the following other additional information that will not be subject to the auditing procedures applied in our audit of the financial statements:

- 1) Introductory section
- 2) Statistical section

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you

in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City of Hutto, Texas' basic financial statements. Our report will be addressed to the governing body of City of Hutto, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City of Hutto, Texas' major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;

10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal

awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With respect to any nonattest services we perform, including preparation of the financial statements and related schedules, we will not assume management responsibilities on behalf of the City of Hutto, Texas. However, we will provide advice and recommendations to assist management of City of Hutto, Texas in performing its responsibilities. The City of Hutto, Texas' management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

The timing of our audit will be scheduled for performance and completion as follows:

	<i>Begin</i>	<i>Complete</i>
Document internal control and preliminary tests	July	September
Mail confirmations	October	October
Perform year-end audit procedures	November	December
Issue audit reports		February

Jon Watson is the engagement partner for the audit services specified in this letter. His responsibilities include supervising BrooksWatson & Company, PLLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for the financial statement audit is as follows:

Fiscal Year	City Financial Statement Audit	Single Audit
2021	\$47,500	\$5,500
2022	\$48,925	\$5,500
2023	\$50,400	\$5,500

Invoices will be rendered monthly and are payable upon presentation. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. We are not responsible for bank, attorney, or confirmation fees billed as part of the completion of the audit. Whenever possible, we will attempt to use the City of Hutto, Texas' personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of BrooksWatson & Company, PLLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators, federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of BrooksWatson & Company, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files (see audit proposal for copy).

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Brooks Watson & Co.

Brooks Watson & Co., PLLC
14950 Heathrow Forest Pkwy | Ste 530
Houston, TX 77032

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Hutto by:

City Manager

Signature: _____

Date: _____

Mayor

Signature: _____

Date: _____

RESOLUTION NO: R-2021-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS TO APPROVE AN ENGAGEMENT LETTER WITH BROOKSWATSON & COMPANY PLLC TO PROVIDE AUDIT SERVICES TO THE CITY FOR FISCAL YEARS 2021 THROUGH 2023; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto received a proposal from BrooksWatson & Company PLLC Associates to conduct an annual independent audit of the City's financial statements and related documents for fiscal years 2021 through 2023; and

WHEREAS, Texas Local Government Code § 103.001 (a.) requires that municipalities have their records and accounts audited annually and shall have an annual financial statement prepared based on the audit; and

WHEREAS, BrooksWatson and Company has offered to provide audit services as defined in the engagement letter attached hereto in EXHIBIT A, under the terms and conditions specified therein contingent upon and subject to appropriation by the City Council.

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

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 City Council approves the Agreement with BrooksWatson and Company PLLCL as shown in EXHIBIT A attached and that the City Manager is authorized on behalf of the City to execute the Agreement in Exhibit A which is incorporated herein for all purposes and defines the terms and conditions under which BrooksWatson shall provide said services as stipulated in the Agreement.

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.

SECTION 4: This Resolution shall be in full force and effect from and upon its adoption.

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **15TH** day of **July, 2021.**

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

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 15, 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
3. FW_ Proposed Equipment Disposal 06212021.xlsx_Redacted



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

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			21,113	F150	142,687	
2006			6,200	John Deere Gator	Very Poor	
			9,200	Scag Tiger Zero Turn Mower	Very Poor	
			9,200	Scag Tiger Zero Turn Mower	Very Poor	
			?	ExMark Walk behind mower	parts only	
Police Vehicles						
2008			39,691	Ford Crown Victoria Interceptor	100,482	
2007			38,877	Ford Expedition	87,787	
2006			35,539	Crown Victoria Intercetpor	91,762	
2006			35,539	Crown Victoria Intercetpor	n/a	

2009
2008



39,897 Crown Victoria Intercetpor
33,977 Crown Victoria Intercetpor

98,869
Parts Car

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.
Meeting: Thursday, July 15, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Hutto Resolution Public Comment Rules 7821 Redline
2. Hutto Resolution Public Comment Rules clean

RESOLUTION NO. R-2021~~---~~⁰⁸¹

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, ADOPTING THE RULES GOVERNING PUBLIC COMMENTS AT CITY COUNCIL MEETINGS, BOARDS, COMMITTEE AND COMMISSIONS MEETINGS, TASK FORCE MEETINGS, LOCAL GOVERNMENT CORPORATION MEETINGS; ALLOWING MEMBERS OF THE PUBLIC THREE (3) MINUTES TO ~~ADDRESS THE CITY COUNCIL~~SPEAK; 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, including amending rules governing public comments at all boards, committees and commissions meetings, task force meetings, and local government corporation 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 all city council meetings, including amending rules governing public comments at all boards, committees and commissions meetings, task force meetings, and local government corporation 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~~^{15th} day of ~~September~~^{July}, 2021~~10~~.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Formatted: Superscript

ATTEST:

Holly Nagy, City Secretary

Exhibit “A”

Public Comments at City meetings, including amending rules governing public comments at all boards, committees and commissions meetings, task force meetings, and local government corporation meetings

Formatted: Font: Bold

- (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~~speak 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)~~(3) Sign-in forms or written comments that contain profanity will not be accepted.
- ~~(5)~~(4) 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~~speak 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~~speak 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 or needing additional time due to a disability shall be allowed twice the amount of time allowed for a speaker under this section.
- ~~(6)~~(5) 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.

RESOLUTION NO. R-2021-081

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, ADOPTING THE RULES GOVERNING PUBLIC COMMENTS AT CITY COUNCIL MEETINGS, BOARDS, COMMITTEE AND COMMISSIONS MEETINGS, TASK FORCE MEETINGS, LOCAL GOVERNMENT CORPORATION MEETINGS; ALLOWING MEMBERS OF THE PUBLIC THREE (3) MINUTES TO SPEAK; 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 meetings, including amending rules governing public comments at all boards, committees and commissions meetings, task force meetings, and local government corporation 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 all city meetings, including amending rules governing public comments at all boards, committees and commissions meetings, task force meetings, and local government corporation 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 15th day of July, 2021.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

Exhibit “A”

Public Comments at City meetings, including amending rules governing public comments at all boards, committees and commissions meetings, task force meetings, and local government corporation meetings

- (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 speak in-person 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) Sign-in forms or written comments that contain profanity will not be accepted.
- (4) 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 speak 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 speak 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 or needing additional time due to a disability shall be allowed twice the amount of time allowed for a speaker under this section.
- (5) 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: Consideration and possible action on the Durango Farms Memorandum of Understanding for barriers to prevent construction and large truck cut through traffic.
Meeting: Thursday, July 15, 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: Consideration and possible action on Resolution No. R-2021-113 approving changes to the authorized representatives for the City's Texpool account(s). (Angie Rios)
Meeting: Thursday, July 15, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. TexPool Change

RESOLUTION NO. R-2021-113

**A RESOLUTION FOR THE CITY OF HUTTO, TEXAS
APPROVING CHANGES TO THE AUTHORIZED
REPRESENTATIVES FOR THE CITY'S TEXPOOL
ACCOUNT(S); FINDING THAT THE MEETING COMPLIES
WITH THE OPEN MEETINGS ACT; MAKING OTHER
FINDINGS AND PROVISIONS RELATED TO THE SUBJECT;
AND DECLARING AN EFFECTIVE DATE.**

WHEREAS, the City of Hutto is a local government of the State of Texas and is empowered to delegate public funds investment pool the authority to invest funds and to act as a custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in "Exhibit A" in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

This resolution shall become effective from and after its passage.

PASSED AND APPROVED this___ day of the Month of July, **2021**.

Holly Nagy, City Secretary

Mike Snyder, Mayor

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-114 approving changes to the authorized representatives for the City's Bancorp account(s). (Angie Rios)
Meeting: Thursday, July 15, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Bancorp Authorized Rep

RESOLUTION NO. R-2021-114

**A RESOLUTION FOR THE CITY OF HUTTO, TEXAS
APPROVING CHANGES TO THE AUTHORIZED
REPRESENTATIVES FOR THE CITY'S BANCORP
ACCOUNT(S); FINDING THAT THE MEETING COMPLIES
WITH THE OPEN MEETINGS ACT; MAKING OTHER
FINDINGS AND PROVISIONS RELATED TO THE SUBJECT;
AND DECLARING AN EFFECTIVE DATE.**

WHEREAS, the City of Hutto has an authorized depository services contract with Bancorp F.K.A. First State Bank of Central Texas.

WHEREAS, the City has received banking services and a depository account for its funds that provides for those funds to have the highest level of safety, liquidity and return while receiving suitable banking services at a reasonable charge; and

WHEREAS, the Bank is willing to continue to provide such banking services and to act as a depository for City funds while providing full collateral satisfactory to the City in accordance with the Public Funds Investment Act; and

WHEREAS, the Bank and the City wishes to continue its depository relationship at the terms in the original contract.

WHEREAS, the Hutto City Council met and agreed to add the following individuals as signers to the City's depository accounts:

Angie Rios, CFO

This resolution shall become effective from and after its passage.

PASSED AND APPROVED this ____th day of the month of July, 2021.

Holly Nagy, City Secretary

Mike Snyder, Mayor

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on awarding an request for proposal to Konica Minolta and authorizing the City Manager to execute a contract for copier services in the amount of \$137,400. (David Reeves)
Meeting: Thursday, July 15, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

We issued a RFP for a new contract for Multi-Function Printers. We got 7 responses, and we formed a staff team of 5 to evaluate the bids. Our evaluation team represented IT, PD, City Secretary, and the Library. After tabulating the scores, we narrowed the field down to 2 vendors, Konica Minolta (KM) & Benchmark, which tied for the top score in the evaluations. We chose KM to move forward with and the tie was broken using these factors:

- KM's total cost is slightly less than Benchmark.
- KM has a set price throughout the lifetime of the contract, meaning there will be NO overage charges, even as we add more staff.
- KM is providing an updated machine to replace the one we own at PD, as opposed to Benchmark maintaining our outdated machine.
- KM is providing a superior payment kiosk for the Library.
- We currently have Konica Minolta machines, and they have worked well for us over the last 5 years. Keeping the same brand will reduce the learning curve when the new machines are installed.

We were able to "right size" our printing needs with less machines and less capacity needed for our staff. This will reduce our printer contract cost by 55%. The total cost of the contract over the 60 month term is \$137,400. That equates to \$27,480 annually, and \$2290 monthly. We are currently paying \$5032.42 monthly for our current agreement.

I have attached KM's bid, along with my scoring spreadsheet which contains the consensus scoring totals on the second tab. Edna was unable to go through the scoring process, so I got her input verbally. Note the KM bid includes two options. We're choosing Option B, although using the payment kiosk for the Library proposed in Option A due to it being a more advanced pay station.

SUMMARY OF REQUEST:

STAFF REVIEW:

AGENDA ITEM REPORT



FINANCIAL IMPACT:

60 month term is \$137,400. That equates to \$27,480 annually, and \$2290 monthly.

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 02. Konica Minolta Business Solutions U.S.A., Inc. response to IFB #21-01
2. Eval form IFB 21-01 DR



KONICA MINOLTA

**RETHINK
WHAT'S POSSIBLE**



PROPOSAL FOR:

City of Hutto

Attn: Procurement Department
500 W. Live Oak St.
Hutto, TX 78634

PRESENTED BY:

Michael Resa
Government Specialist
Konica Minolta Business Solutions U.S.A., Inc.
12301 Research Blvd., Suite 4-140
Austin, Texas 78759

IFB #: 21-01 – Complete copy of Konica Minolta's submission

Sourcewell Contract #: 083116-KON

Konica Minolta is proposing the Sourcewell Cooperative Contract. Sourcewell, formerly known as National Joint Powers Alliance ("NJPA"), is one of the most recognized cooperative contracts among buyers in the public sector due to their extensive marketing and education of joint powers contracting. In the event an award notice is given to Konica Minolta, the parties shall negotiate mutually agreeable terms and conditions for the resulting contract; however, the Sourcewell Cooperative Contract terms and conditions will control any resulting contract.

City of Hutto Soucewell Member ID# 98087

<https://www.sourcewell-mn.gov/node/408496>



Table of Contents



TABLE OF CONTENTS

COVER LETTER	Page 4
COMPANY PROFILE	Page 6
ATTACHMENTS	Page 9
Attachment A	
Attachment B (INVESTMENT)	
• Option A	
• Option B	
ADDENDA	Page 14
Addendum 1	
Addendum 2	
RECOMMENDED TECHNOLOGY	Page 22



Cover Letter



June 18, 2021

City of Hutto
Procurement Department
500 W. Live Oak St.
Hutto, TX 78634

Attn: La'Mar Kemp, Sr. Accountant
RE: RFP NO. 21-04 Copier Lease Services

Dear Mr. Kemp:

Konica Minolta welcomes the opportunity to respond to your request and offer a program that combines our leading print, services, and solution with our advanced imaging technology. This cutting edge combination will give City of Hutto a competitive advantage by providing a unique holistic approach to accomplishing your current and long term business goals.

Today's highly mobile, flexible and dynamic workforce requires technologies and solutions that seamlessly connect people, spaces and technologies. At Konica Minolta, we are committed to helping you increase collaboration and productivity and improve your overall workplace efficiencies.

After having reviewed the requirements of your RFP, we have proposed a program that aligns with your goals and will deliver the greatest value to you. Should you require any additional information, please direct all inquiries to:

Michael Resa
12301 Research Blvd., Suite 4-140
Austin, TX 78759
(512) 774-3390
mresa@kmbs.konicaminolta.us

Thank you for considering Konica Minolta in your evaluations. We look forward to demonstrating our commitment to City of Hutto and are confident that our offering will meet your expectations.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Herrington", written over a light blue rectangular background.

Timothy R. Herrington
Sales Manager
Konica Minolta Business Solutions U.S.A., Inc.
12301 Research Blvd., Suite 4-140
Austin, TX 78759



Company Profile



Profile for Konica Minolta Business Solutions U.S.A., Inc.

At a Glance

Founded:	2003 (Merger of Konica Co. – est. 1873 & Minolta Corp. – est. 1959)
Headquarters:	2-7-2 Marunouchi, Chiyoda-ku, Tokyo, Japan
Revenue:	\$9 billion
Employees:	44,360
Presence:	150 countries on 6 continents
Manufacturing:	20 top-ranked facilities; China, Japan, U.S.A.
Website:	http://www.konicaminolta.com

Account Management Team

Our relationship will be managed by the Account Management Team based in our Austin, Texas sales and service branch office. The team will ensure the overall success of your program and the timely implementation of our solution.

At regular intervals during our relationship, Konica Minolta will coordinate Periodic Account Review (PAR) meetings. The meetings will act as a forum to discuss our partnership, the current deliverables, and the development of future strategies. We recommend these reviews take place on a quarterly basis, but can be scheduled as needed throughout the term of the contract.

Fleet reports will also be presented for evaluation, based on the data collected by our service and billing systems and customized to the needs of City of Hutto. The format of the reports, and the data to be included, will be discussed upon award to ensure that all relevant data can be captured and accurately defined.



Account Management Team	
Name/Title	Contact Information
Michael Resa Government Specialist Primary Contact for Konica Minolta Business Solutions U.S.A., Inc.	12301 Research Blvd. Suite 4-140 Austin, Texas 78759 (512) 774-3390 mresa@kmbs.konicaminolta.us
Reg Harman Business Solutions Consultant	12301 Research Blvd. Suite 4-140 Austin, Texas 78759 (512) 774-3333 rharman@kmbs.konicaminolta.us
Tony Campbell Branch Service Manager	12301 Research Blvd. Suite 4-140 Austin, Texas 78759 (512) 483-1808 tcampbell@kmbs.konicaminolta.us

Your designated primary contact, **Michael Resa**, will oversee the management of all MFDs and network printers throughout City of Hutto.



Michael Resa
 Government Specialist
 12301 Research Blvd. Suite 4-140
 Austin, Texas 78759
 (512) 774-3390
mresa@kmbs.konicaminolta.us



Attachments



CITY OF HUTTO BID FORM – ATTACHMENT B
PURCHASING DEPARTMENT
500 W. Live Oak Street • Hutto, Texas 78634

SOLICITATION INFORMATION	Solicitation Number:	#IFB 21-01 Multifunction Devices	RESPONDENT INFORMATION	Tax ID Number:	13-1921089
	Due Date:	June 22, 2021		Business Name:	Konica Minolta Business Solutions U.S.A., Inc.
	Time:	On or Before 10:00 AM CST		Address:	100 Williams Drive, Ramsey, NJ 07446
	Submit to:	City of Hutto Purchasing Division 500 W. Live Oak Street Hutto, TX 78641 Procurement@Huttotx.gov		Address:	
				Contact:	Timothy R. Herrington
			Telephone:	(512) 994-8030	
			Entity Type:	C Corporation	
			E-mail:	therrington@kmbs.konicaminolta.us	

HOW DID YOU HEAR ABOUT THIS SOLICITATION?	☐ Newspaper ☐ City's Website ☒ E-mail Announcement ☐ ESBD ☐ Other _____				
--	---	--	--	--	--

FIRST TIME RESPONDING TO CITY OF HUTTO?	☒ Yes ☐ No	IS YOUR BUSINESS REGISTERED WITH TEXAS BID SYSTEM?	☒ Yes ☐ No Register at: http://www.texasbidsystem.com
--	---	---	---

ITEM #	DESCRIPTION	LEASE PRICE PER MONTH	YEARS LEASE	TOTAL PRICE	B&W OVERAGES PER PIECE	COLOR OVERAGES PER PIECE
1	Utility Billing / City Secretary	\$ 410.00	X 60 Months	\$ 24,600.00	\$ UNLIMITED	\$ UNLIMITED
2	Court	\$ 170.00	X 60 Months	\$ 10,200.00	\$ UNLIMITED	\$ UNLIMITED
3	Library	\$ 335.00	X 60 Months	\$ 20,100.00	\$ UNLIMITED	\$ UNLIMITED
4	City Hall Upstairs West	\$ 410.00	X 60 Months	\$ 24,600.00	\$ UNLIMITED	\$ UNLIMITED
5	City Hall Upstairs East	\$ 620.00	X 60 Months	\$ 37,200.00	\$ UNLIMITED	\$ UNLIMITED
6	PD East	\$ 345.00	X 60 Months	\$ 20,700.00	\$ UNLIMITED	\$ UNLIMITED
7	PD Central (maintenance only)	\$ 210.00	X 60 Months	\$ 12,600.00	\$ UNLIMITED	\$ UNLIMITED
TOTAL				\$ 150,000.00		

Option A

1. bizhub C450i
2. bizhub C3350i
3. bizhub C3350i + EFI Self-Serve M600 Station
4. bizhub C450i
5. bizhub C650i
6. bizhub C360i
7. Konica Minolta to provide replacement device for Ricoh MP C5502 - replacement device will include UNLIMITED print/copy/scan maintenance plan.

#IFB 21-01 Citywide Multifunction Devices

AUTHORIZED
SIGNATURE

Print Authorized Individual Name:	TimothyHerrington
Authorized Signature:	DocuSigned by: TimothyHerrington 7FFF4BE6F9D945E...
Date:	6/21/2021



CITY OF HUTTO BID FORM – ATTACHMENT B
PURCHASING DEPARTMENT
500 W. Live Oak Street • Hutto, Texas 78634

SOLICITATION INFORMATION	Solicitation Number:	#IFB 21-01 Multifunction Devices	RESPONDENT INFORMATION	Tax ID Number:	13-1921089
	Due Date:	June 22, 2021		Business Name:	Konica Minolta Business Solutions U.S.A., Inc.
	Time:	On or Before 10:00 AM CST		Address:	100 Williams Drive, Ramsey, NJ 07446
	Submit to:	City of Hutto Purchasing Division 500 W. Live Oak Street Hutto, TX 78641 Procurement@Huttotx.gov		Address:	
	Contact:	Timothy R. Herrington		Telephone:	(512) 994-8030
			Entity Type:	C Corporation	
			E-mail:	therrington@kmbs.konicaminolta.us	

HOW DID YOU HEAR ABOUT THIS SOLICITATION?	☐ Newspaper ☐ City's Website ☒ E-mail Announcement ☐ ESBD ☐ Other _____				
--	---	--	--	--	--

FIRST TIME RESPONDING TO CITY OF HUTTO?	☒ Yes ☐ No	IS YOUR BUSINESS REGISTERED WITH TEXAS BID SYSTEM?	☒ Yes ☐ No Register at: http://www.texasbidsystem.com
--	---	---	---

ITEM #	DESCRIPTION	LEASE PRICE PER MONTH	YEARS LEASE	TOTAL PRICE	B&W OVERAGES PER PIECE	COLOR OVERAGES PER PIECE
1	Utility Billing / City Secretary	\$ 410.00	X 60 Months	\$ 24,600.00	\$ UNLIMITED	\$ UNLIMITED
2	Court	\$ 170.00	X 60 Months	\$ 10,200.00	\$ UNLIMITED	\$ UNLIMITED
3	Library	\$ 265.00	X 60 Months	\$ 15,900.00	\$ UNLIMITED	\$ UNLIMITED
4	City Hall Upstairs West	\$ 410.00	X 60 Months	\$ 24,600.00	\$ UNLIMITED	\$ UNLIMITED
5	City Hall Upstairs East	\$ 410.00	X 60 Months	\$ 24,600.00	\$ UNLIMITED	\$ UNLIMITED
6	PD East	\$ 345.00	X 60 Months	\$ 20,700.00	\$ UNLIMITED	\$ UNLIMITED
7	PD Central (maintenance only)	\$ 210.00	X 60 Months	\$ 12,600.00	\$ UNLIMITED	\$ UNLIMITED
TOTAL				\$ 133,200.00		

Option B (Right-size the City Hall Upstairs East device and propose coin and bill pay station for Library as opposed to Option A which includes a more advanced pay station.

1. bizhub C450i
2. bizhub C3350i
3. bizhub C3350i + JAMEX 9557
4. bizhub C450i
5. bizhub C450i
6. bizhub C360i
7. Konica Minolta to provide replacement device for Ricoh MP C5502 - replacement device will include UNLIMITED print/copy/scan maintenance plan.

#IFB 21-01 Citywide Multifunction Devices

AUTHORIZED
SIGNATURE

Print Authorized Individual Name:	TimothyHerrington
Authorized Signature:	DocuSigned by: TimothyHerrington 7FFF4BE6F9D945E...
Date:	6/21/2021



Addenda



June 14, 2021

RE: Addendum No. 1
Invitation for Bid No. IFB 21-01
Lease of Citywide Multifunction Devices

Dear Offeror:

This notice shall serve as Addendum No. 1 to the aforementioned Invitation for Bid ("IFB") and shall for all purposes become part of the original IFB. This Addendum must be included in your Proposal Submittal to the City of Hutto by the proposal submittal date.

Please note the following notifications, clarifications, questions and answers:

1. **Question: Please provide the pre-COVID (March 2019 – March 2020) average monthly black/white and color usage for each device listed in Attachment C.?**

**Answer: a) #1 13,500
b) #2 4,000
c) #3 2,000
d) #4 16,000
e) #5 19,500
f) #6 4,400**

2. **Question: Does the existing agreement currently include usage allowances?**

Answer: Yes

3. **Question: Did the City of Hutto pay for any overages in 2019 and 2020?**

Answer: Yes

4. **Question: When were the devices listed in Attachment C installed?**

Answer: October 2015

5. **Question: Please provide the total black/white and color meter count for all devices listed in Attachment C.**

Answer: see the answer to #1



6. Question: Are the current devices configured with surge protectors and/or power filters?

Answer: Yes

7. Question: What is the model of the coin/payment system for the library device?

Answer Convergent Coin-Op Ex2000.

8. Question: Does the coin/payment system accept credit/debit cards?

Answer: No

9. Question: Is the coin/payment system connected to City accounting software?

Answer: No

10. Question: Can patrons print to the device with the coin/payment system or is it only setup to bill for copies?

Answer: Printouts and copies

11. Question: Can patrons scan from the device with the coin/payment system or is it only setup to bill for copies?

Answer: Printouts and copies

12. Question: Part III, 3.6. Be capable of producing letter (8.5 x 11 inches), legal (8.5 x 14 inches), and ledger (11 x17 inches) on white or color stock; What percentage of your total print is on 11 x 17 paper? The City of Hutto may be able to greatly reduce costs by removing 11 x 17 as a requirement.

Answer: We only need 11x17 capability for items 1, 4 & 5

13. Question: Part III, 3.11.2. Provide Optical Character Recognition (OCR); Is scan to searchable PDF acceptable? Please provide more detail regarding how the City would like to use OCR or is currently using OCR.

Answer: We use Adobe Standard DC to edit pdf docs

14. Question: Will City of Hutto accept our request to conduct a walkthrough assessment prior to the bid due date? A walkthrough assessment may uncover additional costs savings or efficiency gaining opportunities.



Answer: Yes, must schedule with IT.

15. Question: Will the City of Hutto provide a one-week extension for this solicitation?

Answer: No

16. What is the anticipated award date for this solicitation?

Answer: July 15, 2021

17. Question: I'm trying to determine if I can bid on this or if its handled by one of our partner re-sellers. I see you have 4 Ricoh printers but I don't show a vendor on record. Can you please share the name of the current service provider(s) on the current systems?

Answer: UBEO Business Services



June 17, 2021

RE: Addendum No. 2
Invitation for Bid No. IFB 21-01
Lease of Citywide Multifunction Devices

Dear Offeror:

This notice shall serve as Addendum No. 2 to the aforementioned Invitation for Bid ("IFB") and shall for all purposes become part of the original IFB. This Addendum must be included in your Proposal Submittal to the City of Hutto by the proposal submittal date.

Please note the following notifications, clarifications, questions and answers:

1. **Question: Due to the public health crisis in America, we are unable to obtain original "wet" signatures for this RFP at this time. Most of our staff are working remotely in which only electronic signatures can be provided at this time. Please advise if you will take this revision into consideration. We can provide original "wet" signatures at a later time.**

Answer: Yes

2. **Question: Page 4, Item 15: From what date does the 30-day delivery time frame start?**

Answer: July 15th would be the earliest start date

3. **Question: Page 6, Item 5: If the response due date is 6/22, when would this post award meeting? Hutto City Council meets on 1st and 3rd Thursdays of each month so this helps with determining a timeline.**

Answer: We expect it to be by July 23rd

4. **Question: Page 7, Item 3.2 and 3.3.1: Would the City be open to an output management solution that will centrally manage your devices and handle these needs?**

Answer: Yes, we would be open to considering that.



5. Question: Page 7, Item 3.8 and 3.9: How does the City want this presented on the bid form? Do you want this line itemed as options or does the City want each of these items included? Bid form does not allow for optional line items.

Answer: Please add an attachment listing capability of each machine listed on the bid form.

6. Question: Page 8, Part IV, Item 1: What “work sample attachments” are needed?

Answer: Work sample attachments are not needed.

7. Question: Item 7: Can we include a replacement to this owned unit if a vendor is unable to service the current brand?

Answer: No, we’re going to keep using that machine

8. Question: If we are including volume in our lease pricing, how is this officially noted?

Answer: a total allowance for each 6-month period.

9. Question: Is there a standard or minimum configuration for all units, i.e. trays, staple, hole punch, fax, etc.? With vendors providing one monthly lease price for each unit, this would need to be known.

Answer: See part 3, item 3 of the IFB

10. Question: Item 3 Library: Will the City consider an alternative to the Coin/Payment system?

Answer: Yes

- 10.1 Question: If the answer is no, can the City provide the current brand and configuration of the coin/payment system?

Answer: N/A

- 10.2 Question: Is the current vend station connected to a print release terminal charging patron for print jobs, controlled by print management software? If so, what print management software is in place?



Answer: No

10.3 Question: Is the end user satisfied with their current payment options? Are they looking for additional ways to accept payment? Credit Card, stored value cards.

Answer: Yes, we are looking for additional ways.

11. Question: Can the City provide historical volumes across their current lease term, or at least the last 3 years? COVID time frame would alter these numbers and we would not be able to accurately determine if volumes need to be included.

Answer: See Addendum # 1

12. IFB21-01 document: Page 7, Item 3.11: In regards to providing facsimile transmission of scan to email using PDF format, can you please clarify? Do you need a fax server? Do you have a fax server? Do you want to fax to someone's email account?

Answer: No fax server needed. No, we do not have a fax server. We use e-fax, and only send faxes from Item# 6 and it has a fax line.

13. Does the city want a cost per copy service plan?

Answer: No

14. If not, what is the monthly volume requested per device?

Answer: See question 1 of addendum #1

15. Does the city own the ACDI EX2000 coin op in the library or does go back to the lease company?

Answer: No, we do not own and yes it goes back to lease company.

16. If the vendor is required to provide a new Coin-Op; what feature does the city want on it? (coins, dollars....)

Answer: The latest technology would be preferred.

17. Does all the equipment need to have Fax capabilities or just PD east?

Answer: No, just PD east.



18. PD Central unit (owned equipment) if vendor is not authorized on equipment will the city accept a like equipment that is a lot newer, and the dealer is authorized to service at no additional charge for the unit except for service as requested.

Answer: Yes.

19. Could you provide a breakout of how many color versus how many b&w are included in the average monthly totals that you provided in question 1?

Answer: Here are six-month totals from 5/1/19-10/31/19

a. 1: B&W 43,373/ C 37,682

b. 2: B&W 21,081/ C 2,674

c. 3: B&W 8,310/ C 3,219

d. 4: B&W 32,818/ C 63,038

e. 5: B&W 47,194 / C 69,398

f. 6: B&W 15,338 / C 10,648

20. What are the included allowances in your existing agreement?

Answer: B&W 220,000 & 80,000 for every six months

21. Due to circumstances surrounding COVID-19, will an electronic (email) submission be allowed?

Answer: No.

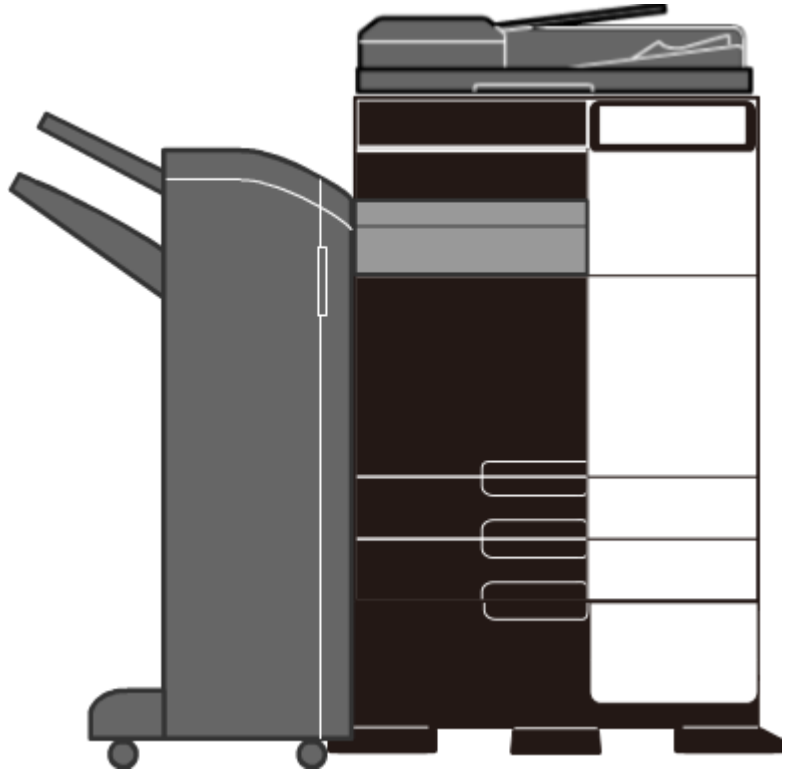
22. Due to circumstances surrounding COVID-19, will electronically signed forms be allowed?

Answer: Yes



Recommended Technology

bizhub C450i



- 45 Page Per Minute B/W and Color
- Standard Dual Scanning at 280 Originals Per Minute
- LK-110 v2 Document File Conversion (OCR)
- 256 GB SSD System Hard Drive
- 50 Sheet Stapling Finisher
- 2/3 Hole Punch

#1 UTILITY BILLING / CITY SECRETARY

bizhub C3350i



- 35 Page Per Minute B/W and Color
- Standard Dual Scanning at 90 Originals Per Minute
- LK-110 v2 Document File Conversion (OCR)
- 50 Sheet Convenience Stapler
- 3 Paper Trays (1,600 Total Sheets)

#2 COURT

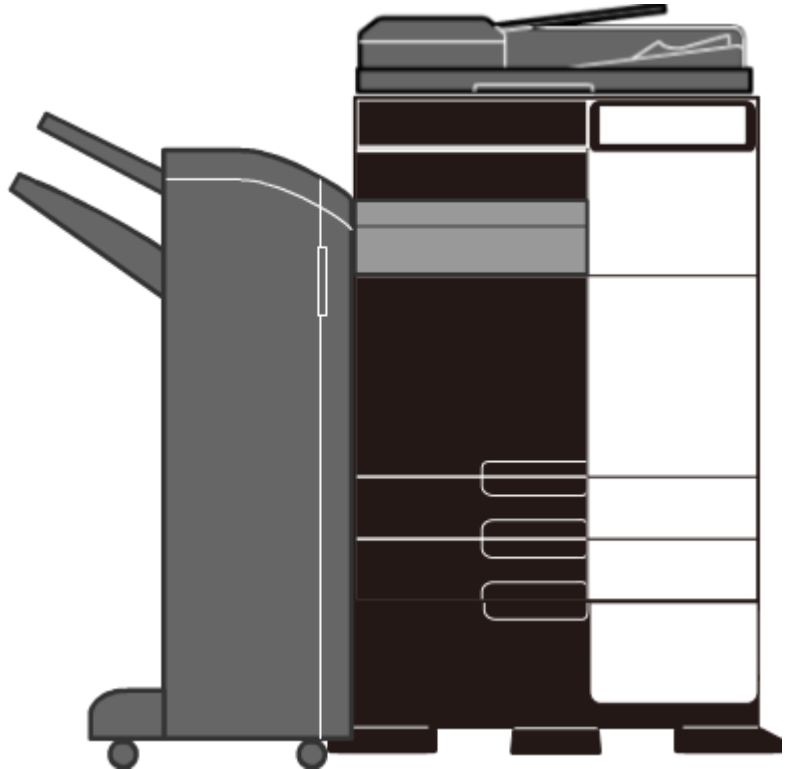
bizhub C3350i



- 35 Page Per Minute B/W and Color
- EFI M600 Self-Serve Pay Station
- [M600 Pay Station Link](#)
- Standard Dual Scanning at 90 Originals Per Minute
- LK-110 v2 Document File Conversion (OCR)
- 50 Sheet Convenience Stapler
- 3 Paper Trays (1,600 Total Sheets)

#3 LIBRARY

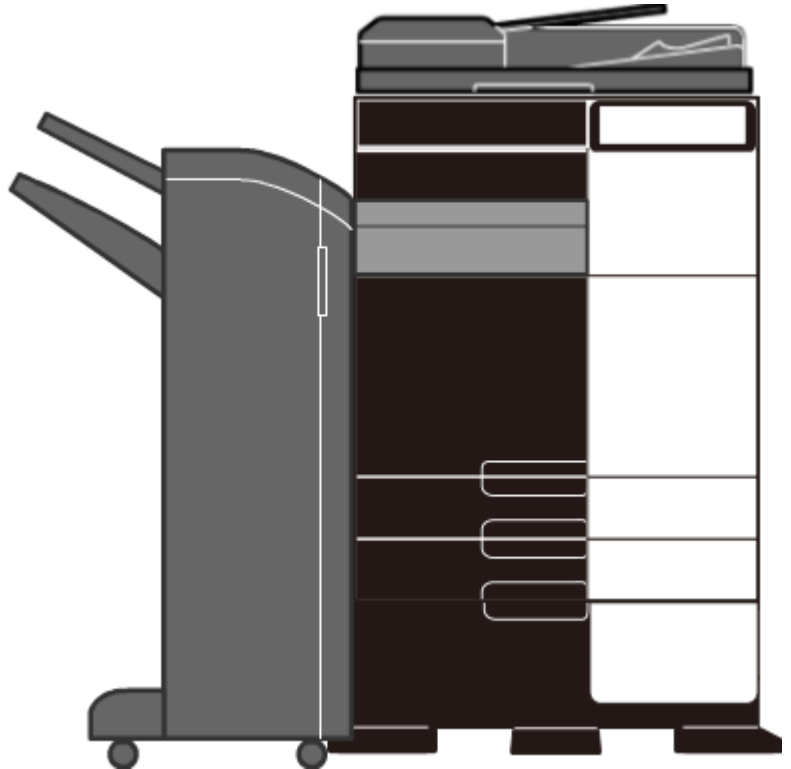
bizhub C450i



- 45 Page Per Minute B/W and Color
- Standard Dual Scanning at 280 Originals Per Minute
- LK-110 v2 Document File Conversion (OCR)
- 256 GB SSD System Hard Drive
- 50 Sheet Stapling Finisher
- 2/3 Hole Punch

#4 CITY HALL UPSTAIRS WEST

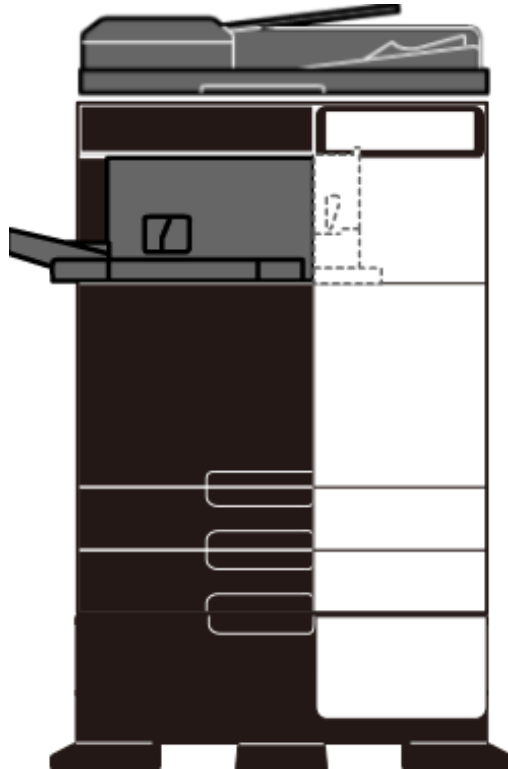
bizhub C650i



- 65 Page Per Minute B/W and Color
- Standard Dual Scanning at 280 Originals Per Minute
- LK-110 v2 Document File Conversion (OCR)
- 256 GB SSD System Hard Drive
- 50 Sheet Stapling Finisher
- 2/3 Hole Punch

#5 CITY HALL UPSTAIRS EAST

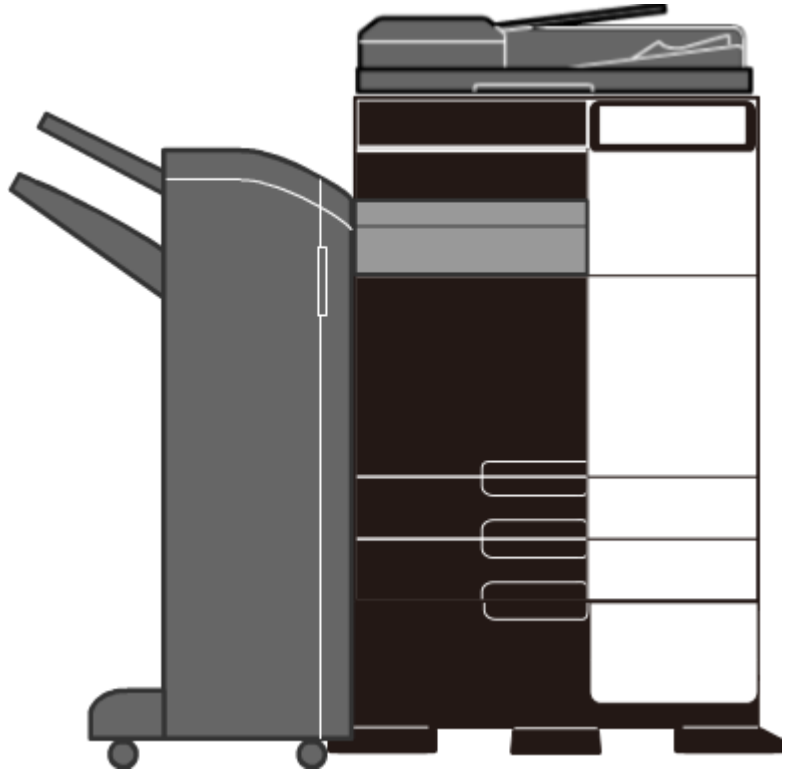
bizhub C360i



- 36 Page Per Minute B/W and Color
- Fax Kit
- Standard Dual Scanning at 200 Originals Per Minute
- LK-110 v2 Document File Conversion (OCR)
- 256 GB SSD System Hard Drive
- 50 Sheet Stapling Finisher
- 2/3 Hole Punch

#6 PD EAST

CERTIFIED PRE-OWNED COLOR BIZHUB



- BEST AVAILABLE 35 – 55 Page Per Minute B/W and Color Device
- 50 Sheet Stapling Finisher
- 2/3 Hole Punch

#7 PD CENTRAL

For complete information on Konica Minolta products and solutions,
please visit: [CountOnKonicaMinolta.com](https://www.CountOnKonicaMinolta.com)

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.



KONICA MINOLTA

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.
100 Williams Drive, Ramsey, New Jersey 07446

[CountOnKonicaMinolta.com](https://www.CountOnKonicaMinolta.com)



30

	David	Brandon	Holly	Colleen	Edna	Consensus	Full Term	Monthly	Yearly
Ricoh USA	15	19	8	20	0	62	\$117,106.53	\$1,951.78	\$23,421.31
Canon	19	21	18	20	0	78	\$154,881.31	\$2,458.43	\$29,501.20
Benchmark	23	19	17	21	0	80	\$146,605.06	\$2,327.06	\$27,924.77
Konica Minolta	21	22	17	20	0	80	\$137,400.00	\$2,290.00	\$27,480.00
Image Net	18	17	13	14	0	62	\$163,499.30	\$2,595.23	\$31,142.72
Toshiba	22	18	1	23	0	64	\$158,577.05	\$2,517.10	\$30,205.15
Xerox	15	20	14	7	0	56	\$117,469.00	\$1,957.82	\$23,493.80

Konica Minolta (KM) and Benchmark scored the highest in our staff evaluations. We used our past data of usage, and calculated the total cost of these vendors to be very close, with KM slightly lower. KM has a set price throughout the lifetime of the contract, meaning that will eliminate overage charges, even as we add more staff. KM is providing an update to the machine at PD which we already own, as opposed to Benchmark maintaining the current machine. Also KM is providing a superior payment kiosk for the library printer. KM is also favorable to us because we current have machines of that brand. We've been happy with their performance and it reduces the learning curve when we switch to the new machines.

AGENDA ITEM REPORT



To: City Council
Subject: Holding a public hearing and possible action on Ordinance No. O-2021-041 approving a proposed Specific Use Permit for the Hutto Independent School District at 573 Chris Kelley Boulevard (Hutto ISD Stadium), 76.135 acres, more or less, of land, to allow a reduction in the required landscaping.(Ashley Lumpkin)
Meeting: Thursday, July 15, 2021
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The proposed Specific Use Permit is for the Hutto ISD Stadium at 573 Chris Kelley Boulevard.

Property Owner: Hutto Independent School District

Current Zoning: Residential

Current Land Use: Hutto ISD Stadium

Future Land Use Designation: Institutional

SUMMARY OF REQUEST:

The property is approximately 76.135 acres of land is currently zoned Single-family Residential (SF-1). This request is tied to the stadium renovations currently underway. The applicant is asking for a reduction in the required landscaping per the Interlocal Agreement between the City of Hutto and Hutto ISD.

The proposed landscaping does not comply with section 10.407.5 of the UDC in which 15% of the total developed area should be landscaped at a ratio of 2 large trees and four shrubs for every 500 square feet of required landscaping area. However, this Interlocal agreement contains language specific to landscaping requirements being further discussed and modified with a specific use permit application.

In June, Planning and Zoning discussed this item and postponed the request, providing the applicant time to return with additional information on the trees and landscaping. Both the original materials and the updated materials are attached to this item.

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 two responses in support of the request.

STAFF REVIEW:

AGENDA ITEM REPORT



Planning and Zoning Commission recommend approval of the proposed Specific Use Permit with the following condition:

Approve a 50% reduction of the required tree count for Hutto ISD Memorial Stadium with the requirement that an additional 37.5 caliper inches of tress be provided immediately and an additional 150 caliper tree inches shall be provided to bring the site into the 50% reduction requirement, including the 34 new trees and 10 existing trees that are part of the current construction.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

ATTACHMENTS:

1. LOI
2. SiteMap
3. Landscape
4. Resolution-R-2019-02-21-10B-Resolution Approving Interlocal Agreement between COH and Hutto ISD to Establish Land Development Standards and Procedures
5. Exhibit A - June 15 Update
6. Exhibit B - June 15 Update
7. Specific Use Letter_6.15.2021
8. Pages from 7.6.2021 Notification responses
9. 041 (Ord)StadiumLandscaping-SUP



April 8, 2021

City of Hutto Development Services Department
500 W. Live Oak St.
Hutto, Texas 78634

Reference: Modernizations and Improvements to Hutto Memorial Stadium
Hutto Independent School District
VLK Project No. 20-081.00

Attention Development Services Department:

Please accept this letter as requested intent for specific use permit, for land known as Hutto Memorial Stadium located at 573 Chris Kelley Blvd.

A. To reduce the required landscaping per section 10.407.5 of the City of Hutto UDC.

This SUD application process is triggered by language presented in resolution No. R-2019-02-21-10B Interlocal Agreement between the City of Hutto and Hutto Independent School District, reference section LANDSCAPING.

As listed in the requirements of the SUP application, see below for all property owners within 200ft of the above-mentioned property:

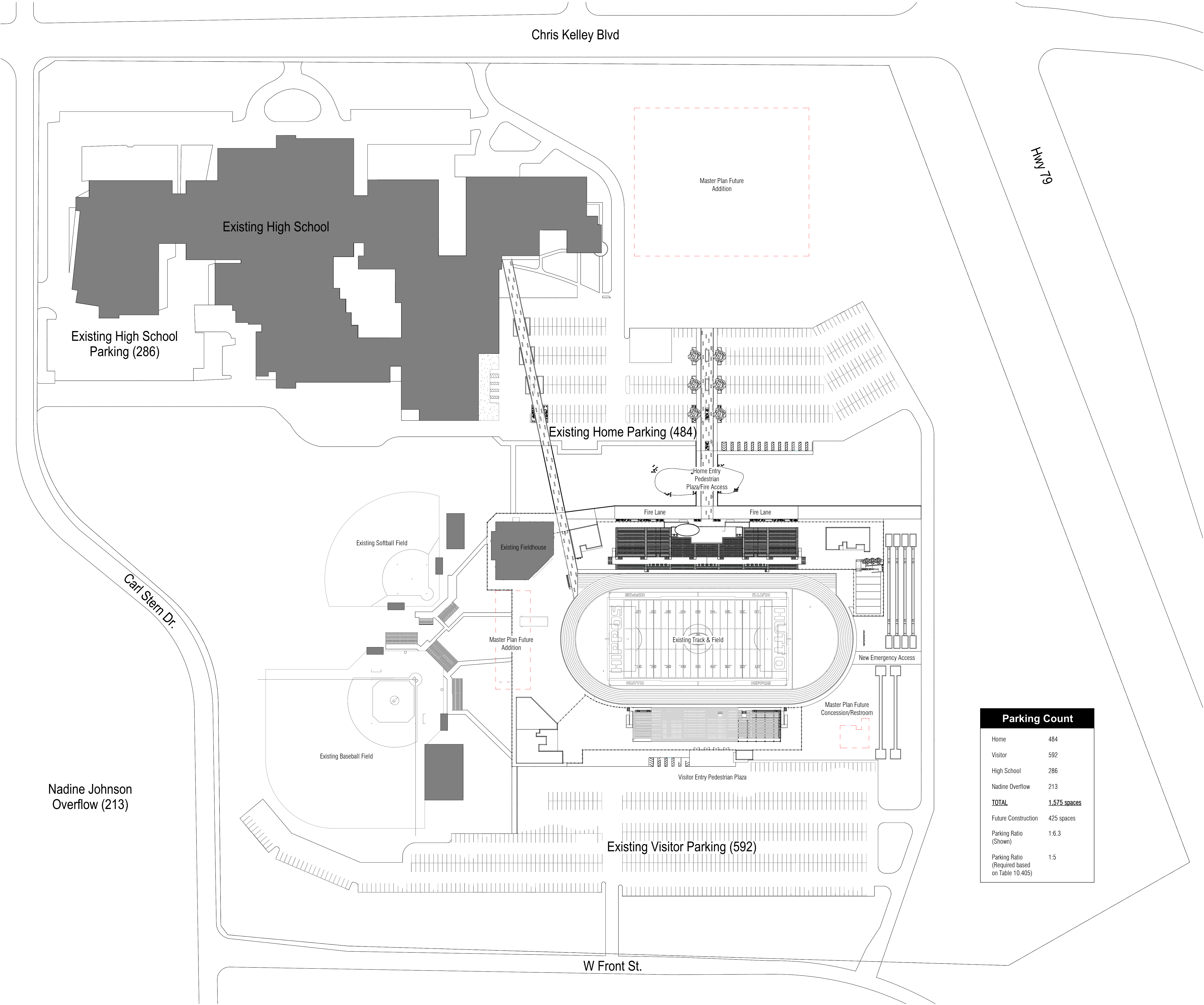
1. FAAEQ, AHMMED & HANAH MOHAMED
2. AMBER WAVES PROPERTIES LLC – SERIES 102
3. STANLEY, DEVIN L
4. BUTLER, GERI
5. VEAL, SARETA R
6. FROST BENJAMIN D & BECKY A
7. HUYNH, DAT B & ANH LA
8. MCGLORY, MARCUS & DEBRA
9. OFFIRD, MICHAEL A
10. BOWEN, BRANDON & MANDI
11. LEVISEUR, JESSIE ANN
12. RODRIGUEZ, PATRICIA A
13. LERMA, ROGELIO & ESTHER
14. HUSAIN FARHAN (TOD) & TAZEEN IQBAL HUSAIN (TOD)

Should you have any questions, please do not hesitate to contact me.

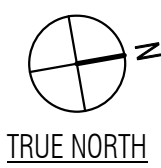
Sincerely,

Tim Kunz
Principal

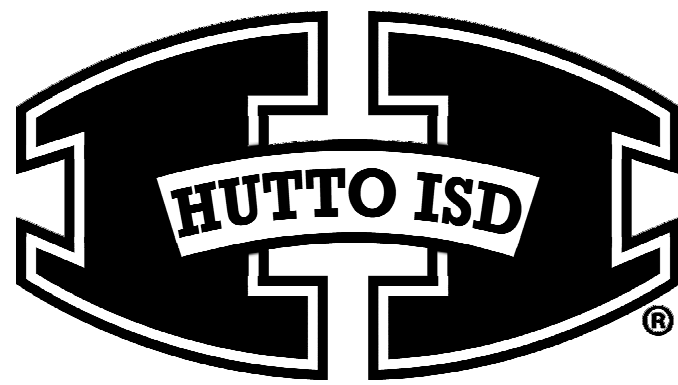
Attachment – (Exhibit A)



Parking Count	
Home	484
Visitor	592
High School	286
Nadine Overflow	213
TOTAL	1,575 spaces
Future Construction	425 spaces
Parking Ratio (Shown)	1:6.3
Parking Ratio (Required based on Table 10.405)	1:5



1 SITE PLAN - Exhibit 'A'
SCALE: 1" = 80'-0"



HUTTO INDEPENDENT SCHOOL DISTRICT
Modernizations and Improvements to Hutto Memorial Stadium
HUTTO, TEXAS



4-8-2021

NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION.



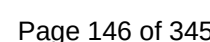
VLK Architects, Inc.
2821 West 7th Street, Suite 300
Fort Worth, Texas 76107
Main Phone: 817.633.1600
www.vlkarchitects.com

Halff Associates, Inc.
711 N. Carancahua St. Suite 1190
Corpus Christi, Texas 78401
Main Phone: 361 400 0981
www.Halff.com

HUTTO ISD
HUTTO, TEXAS

Modernizations and Improvements to Hutto Memorial Stadium

COPYRIGHT © 2021 VLK ARCHITECTS



Hutto ISD
Memorial Stadium
Renovations & Additions
Hutto, Texas

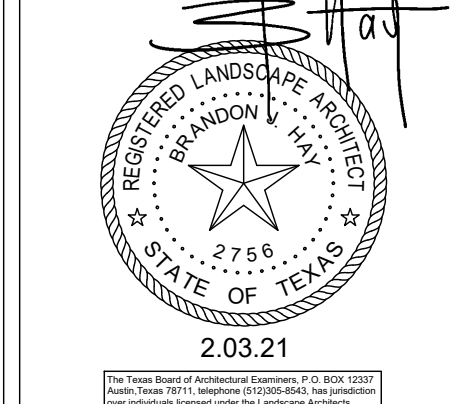


VLK ARCHITECTS



HALFF
800 AMBERGLEN BLVD
AUSTIN, TX 78729
TEL: 512.476.1100
FAX: 512.476.1101
WWW.HALFF.COM

Revision No.	Date	Description



BID SET
- NOT FOR CONSTRUCTION -
THIS DOCUMENT IS RELEASED FOR
BIDDING AND CITY REVIEW PURPOSES
ONLY AND IS NOT FOR CONSTRUCTION.
THEY WERE PREPARED BY OR UNDER THE
SUPERVISION OF
BRANDON J. HAY, ASLA, License #2726

Project No.: 37944.004
Issued: 02/03/21
Drawn By: BM
Checked By: BH
Scale: AS SHOWN
Sheet Title

Sheet Number

ISSUED: FEB 3, 2021

REVISIONS

Revision No. Revision Date

Director Drawn By
DIR VLK
Designer Quality Control
DSN QC
Proj. Arch.
PA

PROJECT NO.

SHEET TITLE

PLANTING PLAN

SHEET NO.

L1.02

COPYRIGHT © 2021 VLK ARCHITECTS

PLANT SCHEDULE - L1.02a

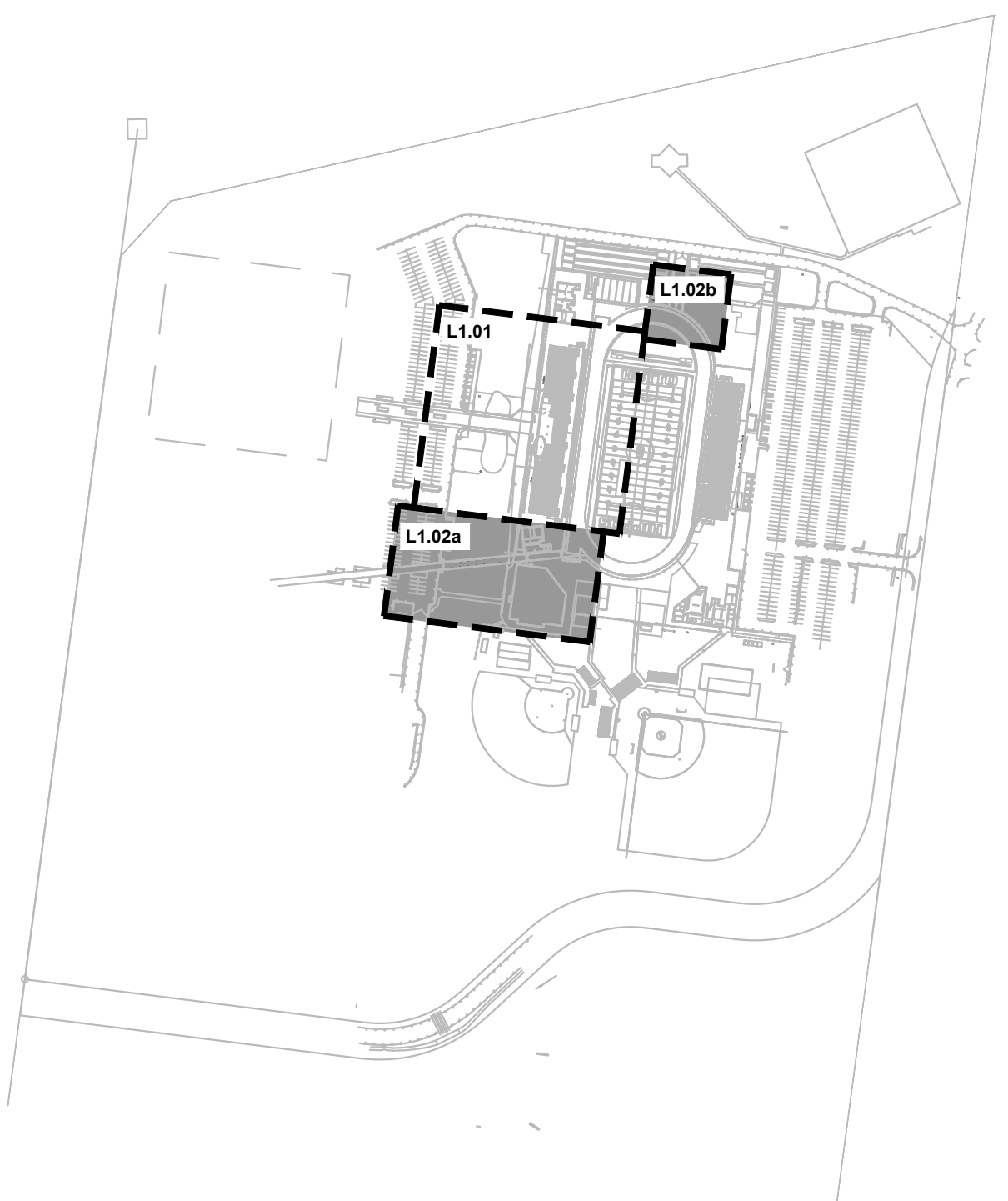
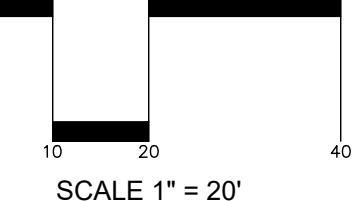
TREES	QTY	BOTANICAL / COMMON NAME	CONT	CAL	HT
10	Quercus texana / Texas Red Oak	Container Grown	2' Cal	12' Ht	
SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT		HT
71	Lantana urticoides / Texas Lantana	3 gal.			
SOD/SEED	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	
	Wildflower Seed Mix	Seed			

WILDFLOWER MIX DOUGLAS KING CO. LOT: 115P	% BY WEIGHT
PLAINS CORDESPIS	15.18%
PURPLE CONEFLOWER	3.88%
CLASPING LEAF CONEFLOWER	15.88%
BLACK-EYED SUSAN	12.18%
MEXICAN HAT	12.18%
DRUMMOND PHLOX	6.88%
GREENTHREAD	3.88%
SCARLET SAGE	3.88%
STANDING CYPRESS	3.88%
BLANKETFLOWER	6.88%
BLUEBONNETS	16.00%

BOULDER SCHEDULE - L1.02a

BOULDERS	QTY	DESCRIPTION	MINIMUM SIZES
	23	SMALL BOULDER	1.5' x 1.5' x 10"
	33	MEDIUM BOULDER	3' x 2.5' x 1.5'
	12	LARGE BOULDER	5' x 3' x 2'

- NOTES:
- LIMITS OF WILDFLOWER SEED MIX IS PER LIMITS OF PROPOSED GRADING. FIELD CONDITIONS AND LIMITS OF DISTURBANCE MAY VARY AND WILL AFFECT WILDFLOWER SEED MIX QUANTITY.
 - REF. CIVIL FOR GRADING
 - PLANTING BEDS SHALL RECEIVE 3" OF BLACKSTAR GRAVEL, AS INDICATED AND NOTED ON PLAN SHEETS. ALL PLANTINGS IN STREAM BED TO RECEIVE BLACK MULCH.



KEY MAP | N.T.S.

MATCHLINE SEE SHT. L1.01

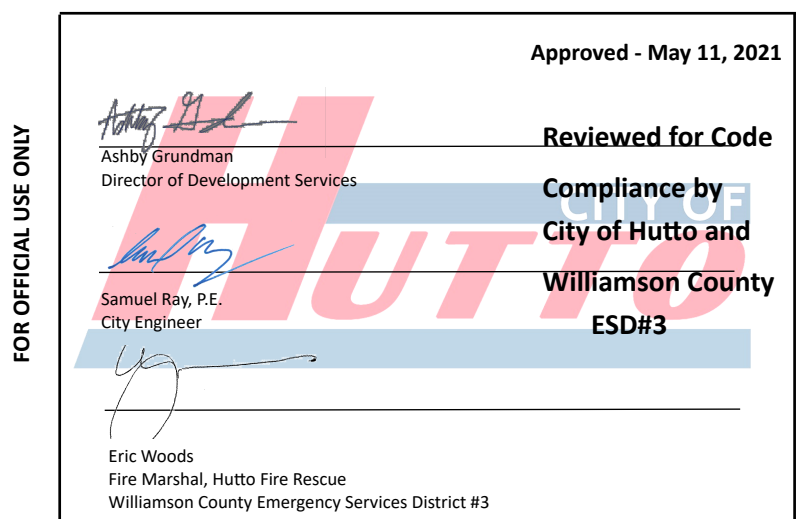
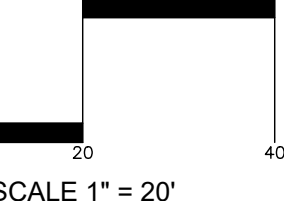
WILDFLOWER SEED MIX -
QTY VARIES. REF. CIVIL FOR GRADING FOR LIMITS OF
DISTURBANCE. SEE ADDITIONAL NOTES, THIS SHEET

BOULDERS, SIZES VARY.
REF. DTL 5/L1.03.
CONTRACTOR TO COORDINATE FIELD
PLACEMENT WITH LANDSCAPE ARCHITECT

WILDFLOWER SEED MIX -
QTY VARIES. REF. CIVIL FOR GRADING FOR LIMITS OF
DISTURBANCE. SEE ADDITIONAL NOTES, THIS SHEET

PLANT SCHEDULE - L1.02b

SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT
23	Lantana urticoides / Texas Lantana	3 gal.	



L1.02a

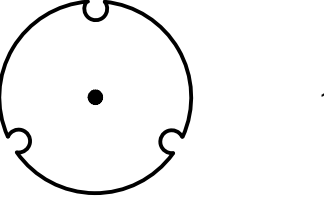
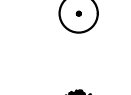
L1.02b

MATCHLINE SEE SHT. L1.01

PLANTING NOTES

- EXISTING CONDITIONS: THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE PRIOR TO SUBMITTING BID PROPOSAL, TO BECOME FAMILIAR WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK. THE LANDSCAPE CONTRACTOR SHALL IDENTIFY AND REVIEW ALL UNDERGROUND UTILITY LOCATIONS PRIOR TO COMMENCING WORK AND SHALL EXERCISE EXTREME CAUTION WHEN WORKING CLOSE TO UTILITIES, AND SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF APPARENT CONFLICTS WITH CONSTRUCTION AND UTILITIES SO THAT ADJUSTMENTS CAN BE PLANNED PRIOR TO INSTALLATION. CONTACT THE LOCAL UNDERGROUND UTILITY SERVICES FOR UTILITY LOCATION AND IDENTIFICATION. THE LANDSCAPE CONTRACTOR BEARS FULL RESPONSIBILITY FOR THIS WORK AND DISRUPTION OR DAMAGE TO UTILITIES SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER.
- ALL SITE FEATURES INCLUDING LIGHTS AND OTHER UTILITIES, ABOVE AND BELOW GRADE, TO BE VERIFIED ON SITE PRIOR TO PLANTING AND IRRIGATION INSTALLATION. NOTIFY OWNER'S REPRESENTATIVE TO MAKE ADJUSTMENTS PRIOR TO INSTALLATION.
- LAYOUT AND GRADING: THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ACCURATELY LAYING OUT THE PLANT BEDS AND TURF AREAS BY SCALING THE DRAWINGS. LAYOUT SHALL BE PAINTED OR STAKED ON THE GROUND FOR REVIEW AND APPROVAL OF OWNER'S REPRESENTATIVE PRIOR TO EXCAVATION. FOLLOWING APPROVAL OF LAYOUT, CLOSELY COORDINATE THE INSTALLATION OF THE IRRIGATION SYSTEM TO CONFORM TO THE APPROVED LAYOUT.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING OF THE TURF AND PLANTING AREAS. THE LANDSCAPE CONTRACTOR AND OWNER SHALL REVIEW THE EXTENT OF GRADING OF AREA PRIOR TO COMMENCING WORK. ENTIRE SITE SHALL BE GRADED TO FINISH GRADE PRIOR TO SCHEDULING PLANTING INSTALLATION.
- TURF AREAS SHALL BE RAKED SMOOTH, REMOVING AND DISPOSING OF STONES OVER 1" DIAMETER AND STICKS, ROOTS, AND OTHER EXTRANEIOUS MATTER AND LEGALLY DISPOSING OF THEM OFF OWNER'S PROPERTY. ALL AREAS SHALL BE FINE GRADED TO ACHIEVE POSITIVE DRAINAGE WITHOUT PUDDLES OR STANDING WATER AND FEATHER INTO NATURAL GRADE. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES TO WITHIN PLUS OR MINUS 1/2 INCH OF FINISH ELEVATION. LIMIT FINISH GRADING TO AREAS THAT CAN BE PLANTED IN THE IMMEDIATE FUTURE.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION CONTROL OF SLOPED AREAS. CONTRACTOR TO RESTORE TURF OR PLANTING AREAS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING.
- TOPSOIL: THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPORTING AND PLACING TOPSOIL TO PREPARE THE TURF AREAS FOR THE SPECIFIED GRASS SOD AND/OR SEEDING. TURF AREAS SHALL RECEIVE A 2" LAYER OF AMENDED TOPSOIL. THE LANDSCAPE ARCHITECT, LANDSCAPE CONTRACTOR AND OWNER SHALL REVIEW THE EXTENT OF THIS WORK PRIOR TO COMMENCEMENT OF INSTALLATION. DO NOT SPREAD TOPSOIL IF SOIL OR SUBGRADE IS FROZEN, MUDDY OR EXCESSIVELY WET. TOPSOIL SHALL BE A MIN. OF 2% ORGANIC WITH PH BETWEEN 5.3 - 6.0.
- PLANT BEDS: THE LANDSCAPE CONTRACTOR SHALL EXCAVATE FULLY PREPARED PLANT BEDS AS REQUIRED TO ACCOMMODATE A FULL 6" OF PREPARED SOIL AND 2" MULCH LAYER. CLEAN, NATIVE TOPSOIL REMOVED FROM THESE BEDS MAY BE SPREAD ON NEARBY AREAS TO BE SODDED OR SEEDED.
- PREPARED SOIL MIX SHALL CONSIST OF 4" IMPORTED TOPSOIL AND 2" COMPOST, THOROUGHLY BLENDED TOGETHER. FOLLOWING EXCAVATION, PLACE PREPARED SOIL MIX IN THESE PLANT BEDS. CREATE POSITIVE DRAINAGE IN LANDSCAPE AREAS AWAY FROM ALL BUILDINGS AND STRUCTURES. THIS MIX SHALL ALSO BE USED TO BACKFILL PLANTING PITS OF ALL PIT PLANTED SHRUBS AND TREES. IN BID PROPOSAL, FURNISH UNIT PRICES PER CUBIC YARD OF PREPARED SOIL MIX. SUBMIT SAMPLE FOR REVIEW AND APPROVAL BY LANDSCAPE ARCHITECT.
- IN BID PROPOSAL, FURNISH UNIT PRICE PER CUBIC YARD OF PREPARED SOIL MIX, PREPARED AND SPREAD. CONTRACT AMOUNT WILL BE ADJUSTED BASED ON ACTUAL APPROVED QUANTITIES NEEDED AND FURNISHED.
- FINISH GRADES OF SHRUB AREAS AND LAWNS SHALL BE 1/2" BELOW ADJACENT PAVING OR HEADER.
- WEED CONTROL TO BE COMPLETED PRIOR TO PREPARING PLANTING AREAS BY APPLICATION OF A 50/50 BLEND OF POST-EMERGENT HUMIC ACID COMPLEX AND ROUNDUP HERBICIDE. APPLY 10 LB OF MICROLIFE HUMATES PLUS PER 1,000 SQ FT TO RESTORE SOIL HEALTH.
- PLANT BED EDGING: FOLLOWING APPROVAL OF PLANT BED LAYOUT, INSTALL EDGING (OR APPROVED EQUAL) WHERE INDICATED ON THE DRAWINGS. INSTALL EDGING FOLLOWING MANUFACTURER'S INSTALLATION INSTRUCTIONS. MAINTAIN AN ACCURATE LAYOUT WITH SMOOTH CURVES AND TRANSITIONS, FREE OF KINKS AND ABRUPT BENDS. TOP OF EDGING TO BE 1" ABOVE SOIL LEVEL OF ADJACENT TURF. DO NOT INSTALL WHERE THE TOP OF EDGING IS ABOVE WALKS OR CURBS OR CREATES A TRIPPING HAZARD. NOTE THAT CONCRETE SIDEWALKS AND CURBS WILL ACT AS AN EDGING. IN BID PROPOSAL, FURNISH UNIT PRICE PER LINEAR FOOT.
- MULCH: FOLLOWING PLANTING, MULCH FULLY PREPARED BEDS AND MULCHED AREAS WITH 2" LAYER OF SHREDDED HARDWOOD MULCH AND FILL BASINS OF PIT-PLANTED SHRUBS AND TREES WITH MULCH. IN BID PROPOSAL, FURNISH UNIT PRICE PER CUBIC YARD.
- SOD AND GRASS SEEDING: LIMITS OF SOD AND GRASS SEEDING AREAS SHOWN ON THE DRAWINGS ARE SCHEMATIC AND NOT TO BE CONSTRUED TO BE PRECISE. THE LANDSCAPE ARCHITECT, LANDSCAPE CONTRACTOR AND OWNER SHALL REVIEW THE LIMITS OF SEEDING AND SODDING PRIOR TO COMMENCING INSTALLATION. IN BID PROPOSAL, FURNISH UNIT PRICES FOR SOD AND GRASS SEEDING PER SQUARE YARD. THE CONTRACT AMOUNT WILL BE ADJUSTED BASED ON ACTUAL, APPROVED QUANTITIES INSTALLED.
- THE LANDSCAPE ARCHITECT, LANDSCAPE CONTRACTOR AND OWNER SHALL REVIEW THE LIMITS OF

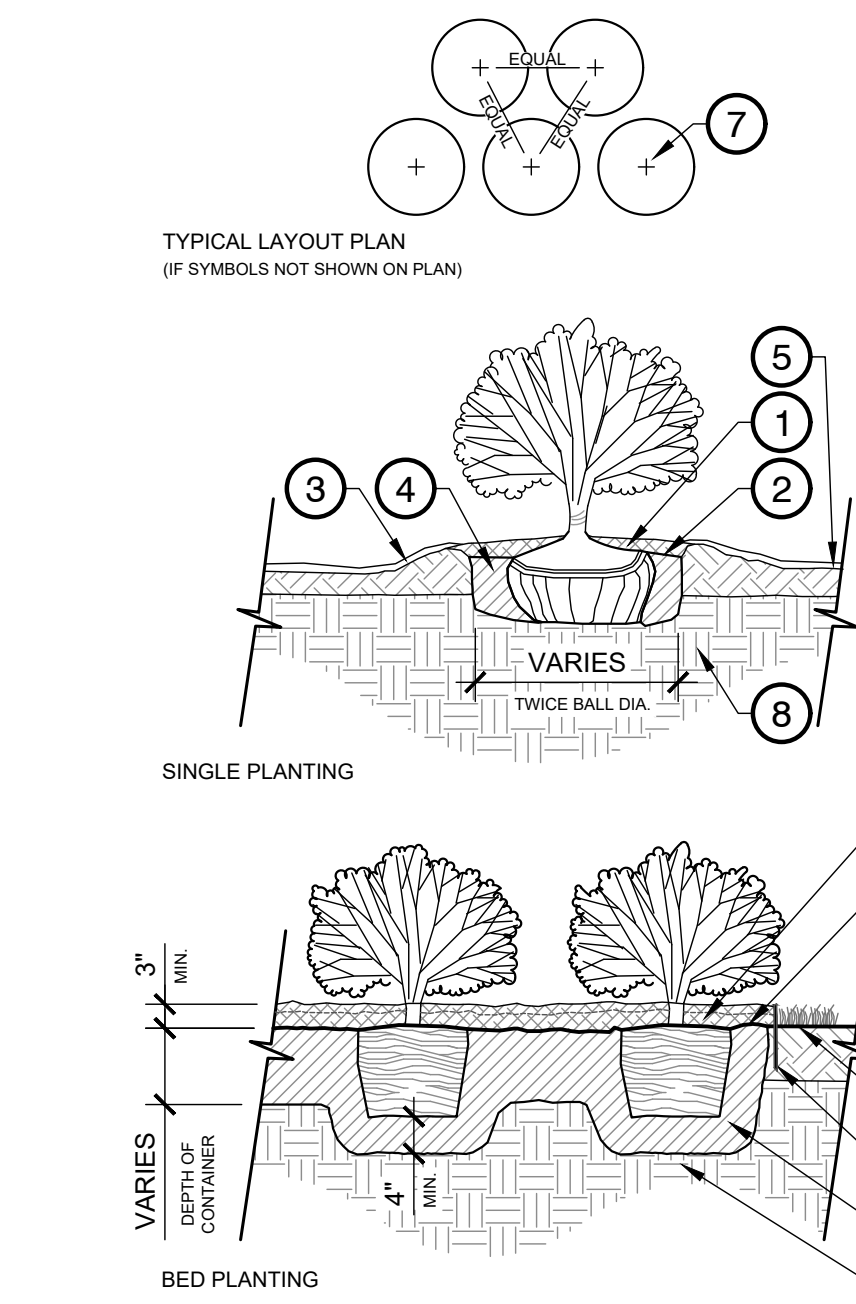
PLANT SCHEDULE - OVERALL

TREES	QTY	1	2	3	BOTANICAL / COMMON NAME	CONT	CAL	HT
	11	11			Chilopsis linearis / Desert Willow	Container Grown	2" Cal	12' Ht
	16	6	10		Quercus texana / Texas Red Oak	Container Grown	2" Cal	12' Ht
	5	5			Salix babylonica / Weeping Willow	45 gal		
SHRUBS	QTY	1	2	3	BOTANICAL / COMMON NAME	CONT	—	HT
	78	78			Diates bicolor 'Moraea' / Fortnight Lily	5 gal		3'-4'
	166	72	71	23	Lantana urticoides / Texas Lantana	3 gal.		
	40	40			Muhlenbergia lindheimeri 'Big' / Big Muhly	5 gal		
	20	20			Scutellaria suffrutescens / Pink Skullcap	3 gal		
SOD/SEED	QTY	1	2	3	BOTANICAL / COMMON NAME	CONT	SIZE	SPACING
					Wildflower Seed Mix	Seed		

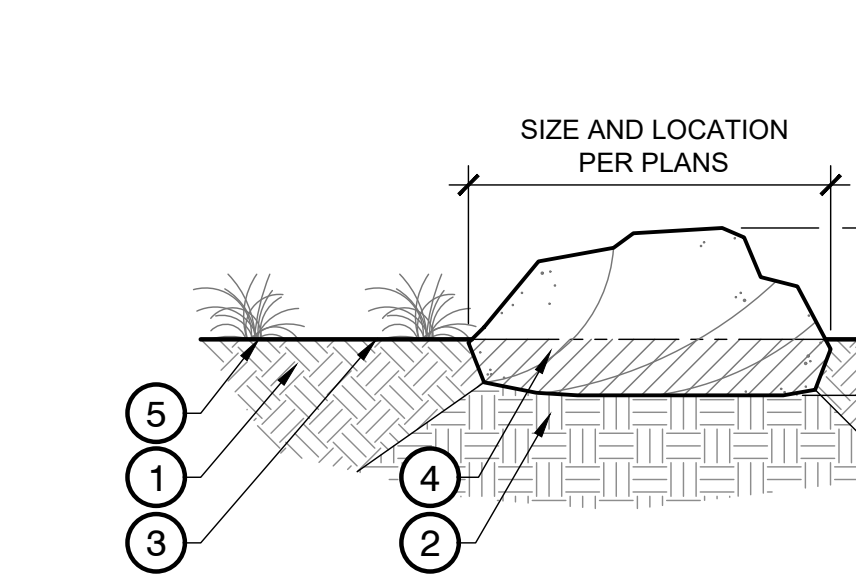
***NOTE:**
PLANTING BEDS SHALL RECEIVE 3" OF BLACKSTAR GRAVEL, AS INDICATED AND NOTED ON PLAN SHEETS. ALL PLANTINGS IN STREAM BED TO RECEIVE BLACK MULCH.

- SEEDING PRIOR TO COMMENCING INSTALLATION. LANDSCAPE CONTRACTOR SHALL PROVIDE A UNIFORM STAND OF GRASS BY WATERING AND MAINTAINING SEEDED AREAS UNTIL DATE OF SUBSTANTIAL COMPLETION. RESEED AREAS, WITH SPECIFIED MATERIALS, WHICH FAIL TO PROVIDE A UNIFORM STAND UNTIL OWNER'S REPRESENTATIVE REVIEWS ALL AFFECTED AREAS. REPLACE IMMEDIATELY UNLESS REQUIRED TO SEED IN THE SUCCEEDING PLANTING SEASON. RESTRICT TRAFFIC FROM SEEDED AREAS UNTIL ESTABLISHED. ERECT SIGNS, FLAGGING AND BARRIERS AS REQUIRED. SOW GRASS SEED WHEN SOIL TEMPERATURE IS ABOVE 60 DEGREES F (IN EARLY SPRING THROUGH LATE SUMMER).
- GUying AND STAKING, PLANT INSTALLATION, MAINTENANCE AND PRUNING TO BE DONE PER PLANS. ALL PLANTS ARE TO BE WARRANTED (FOR REPLACEMENT) FOR A PERIOD OF TWO YEARS AFTER FINAL ACCEPTANCE OF THE LANDSCAPE INSTALLATION. PROMPTLY REPLACE ANY PLANTINGS DEEMED UNACCEPTABLE BY THE OWNER'S REPRESENTATIVE. REMOVE ALL TREE STAKES AND GUY WIRES AFTER ONE YEAR ESTABLISHMENT PERIOD STARTING FROM FINAL ACCEPTANCE OF LANDSCAPE INSTALLATION. REPLACE ANY CRACKED OR DAMAGED TREE STAKES AND SECURE GUY WIRES AS NEEDED.
 - PLANTS: ALL PLANTS SHALL BE NURSERY GROWN, GRADE 1 PLANTS MEETING NURSERYMAN ASSOCIATION STANDARDS, TYPICAL IN SHAPE AND SIZE FOR SPECIES. PROVIDE MATCHING FORMS AND SIZES FOR PLANT MATERIALS WITHIN EACH SPECIES AND SIZE DESIGNATED ON THE DRAWINGS. PLANTS SHALL NOT BE ROOT-BOUND NOR LOOSE IN THEIR CONTAINERS. HANDLE ALL PLANTS WITH CARE IN TRANSPORTING. PLANTING AND MAINTENANCE UNTIL INSPECTION AND FINAL ACCEPTANCE. PLANTS SHALL BE INSTALLED TO PRESENT THEIR BEST SIDE FACING THE VIEWER. USE TOTAL QUANTITIES OF PLANTS INDICATED, ADJUST SPACING AS NEEDED TO EVENLY FILL BEDS. OWNER'S REPRESENTATIVE SHALL HAVE FINAL APPROVAL OF PLANT MATERIAL LAYOUT. PRUNE NEWLY PLANTED TREES ONLY AS DIRECTED BY LANDSCAPE ARCHITECT. CUT AND REMOVE BURLAP FROM TOP 1/4 OF BALL (IF B&B MATERIAL IS SPECIFIED OR APPROVED). CALIPER OF MULTI TRUNK TREES DENOTES MINIMUM CALIPER OF MAJOR TRUNKS. OTHER TRUNKS MUST BE 1/2 SIZE OF MAJOR TRUNK OR LARGER.
 - PROVIDE UNIT PRICES FOR ALL PLANT MATERIALS. UNIT PRICE IS TO INCLUDE COST OF MATERIAL, LABOR AND TAXES AS REQUIRED TO INSTALL THE PLANTS. UNIT PRICES SHALL BE USED IN THE CASE THAT FEWER OR MORE PLANTS ARE TO BE PLANTED.
 - REGULAR CLEAN UP AT THE JOB SITE AND ACCESS ROUTES SHALL TAKE PLACE ON A DAILY BASIS UNLESS OTHERWISE APPROVED OR REQUIRED BY THE OWNER'S REPRESENTATIVE. DEMOLITION AND INSTALLATION SCHEDULING IS TO BE COORDINATED WITH OWNER'S REPRESENTATIVE. DAILY AND ANY BARRIERS/PROTECTIVE DEVICES ARE TO BE INSTALLED AS NEEDED TO PROTECT THE SAFETY OF THE PUBLIC. SPECIAL CARE SHALL BE TAKEN TO KEEP ALL VEHICULAR ROUTES OPEN AND PEDESTRIAN ACCESS UNOBSTRUCTED FOR SAFE PASSAGE DURING DEMOLITION AND CONSTRUCTION.
 - CONTRACTOR TO PROVIDE A NINETY-DAY MAINTENANCE AGREEMENT FOR ALL WORK PERFORMED.
 - WARRANTY: CONTRACTOR TO PROVIDE IN WRITING TO OWNER A GUARANTEE FOR ALL PLANT MATERIAL PROVIDED. PROVIDE A ONE-YEAR REPLACEMENT WARRANTY FOR ALL PLANT MATERIALS. WARRANTY SHALL COVER PLANTS WHICH HAVE DIED OR PARTIALLY DIED (THEREBY RUINING THEIR NATURAL SHAPE), BUT SHALL NOT INCLUDE DAMAGE BY VANDALISM, BROWSING, HAIL, ABNORMAL FREEZES, DROUGHT OR NEGLIGENCE BY THE OWNER. THE WARRANTY IS INTENDED TO COVER CONTRACTOR NEGLIGENCE, INFESTATIONS, DISEASE AND DAMAGE OR SHOCK TO PLANTS. PLANTS REPLACED UNDER WARRANTY WILL BE WARRANTED FOR ONE YEAR FOLLOWING REPLACEMENT.
 - MECHANICAL EQUIPMENT SHALL BE SCREENED FROM VIEW OF AT LEAST SIXTY (60%) PERCENT OF ANY STREET OR PUBLIC RIGHT-OF-WAY.
 - FOR NEWLY PLANTED TREES THE CALIPER IS THE TRUNK DIAMETER OF A TREE AT FOUR (6") INCHES ABOVE NATURAL GRADE PER THE COMPOSITE ZONING ORDINANCE.
 - A MINIMUM 6-INCH TOPSOIL DEPTH WILL BE PROVIDED IN ALL LANDSCAPED BEDS AND MULCH WILL BE PROVIDED AROUND PLANTINGS. REF. TO NOTE 25 FOR SPECIFIC LOCATIONS.
 - ALL NEW LANDSCAPES BEDS ARE REQUIRED TO HAVE A MINIMUM OF SIX INCHES (6") OF SOIL DEPTH. THIS SIX-INCH (6") MINIMUM SOIL DEPTH WILL CONSIST OF 75 PERCENT SOIL BLENDED WITH 25 PERCENT COMPOST. THE SOIL/COMPOST BLEND SHALL BE INCORPORATED INTO THE TOP TWO INCHES OF THE NATIVE SOIL. THE SIX-INCH (6") DEPTH REQUIREMENT DOES NOT APPLY TO THE AREA BETWEEN THE DRIP LINE AND TRUNK OF EXISTING TREES, SHRUB BEDS, HYDROSEED, REVEG OR WILDSCAPE AREAS. CONTRACTOR TO SCARIFY SOIL PRIOR TO REVEG/ HYDROSEED TO ENSURE PROPER ESTABLISHMENT. REF. TO AREAS WITH EXISTING NATIVE VEGETATION THAT REMAIN UNDISTURBED SHALL BE EXEMPT FROM THE SOIL DEPTH PROVISION; PROVIDED THAT NATIVE SOIL AND VEGETATION IN SUCH AREA IS FENCED DURING CONSTRUCTION AND PROTECTED FROM DISTURBANCE AND COMPACTION DURING THE CONSTRUCTION PROCESS.
 - THE DEVELOPER AND SUBSEQUENT OWNERS OF THE LANDSCAPED PROPERTY, OR THE MANAGER OR AGENT OF THE OWNER, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE AREA. SAID AREAS SHALL BE MAINTAINED SO AS TO PRESENT A HEALTHY, NEAT AND ORDERLY APPEARANCE AT ALL TIMES AND SHALL BE KEPT FREE OF REFUSE AND DEBRIS. ALL PLANTED AREAS SHALL BE PROVIDED WITH AN AUTOMATIC IRRIGATION SYSTEM AND WATERED AS NECESSARY TO ENSURE CONTINUOUS HEALTHY GROWTH AND DEVELOPMENT. MAINTENANCE SHALL INCLUDE THE REPLACEMENT OF ALL DEAD PLANT MATERIAL IF THAT MATERIAL WAS USED TO MEET THE REQUIREMENTS OF THE LANDSCAPE ORDINANCE.
 - ALL DISTURBED AREAS AND ROW WILL BE RE-VEGETATED BY THE DEVELOPER
 - NO MORE THAN 50% OF THE SAME SPECIES MAY BE PLANTED TO MEET THE TREE PLANTING REQUIREMENTS.

1 ORNAMENTAL TREE PLANTING
1/2" = 1'-0"



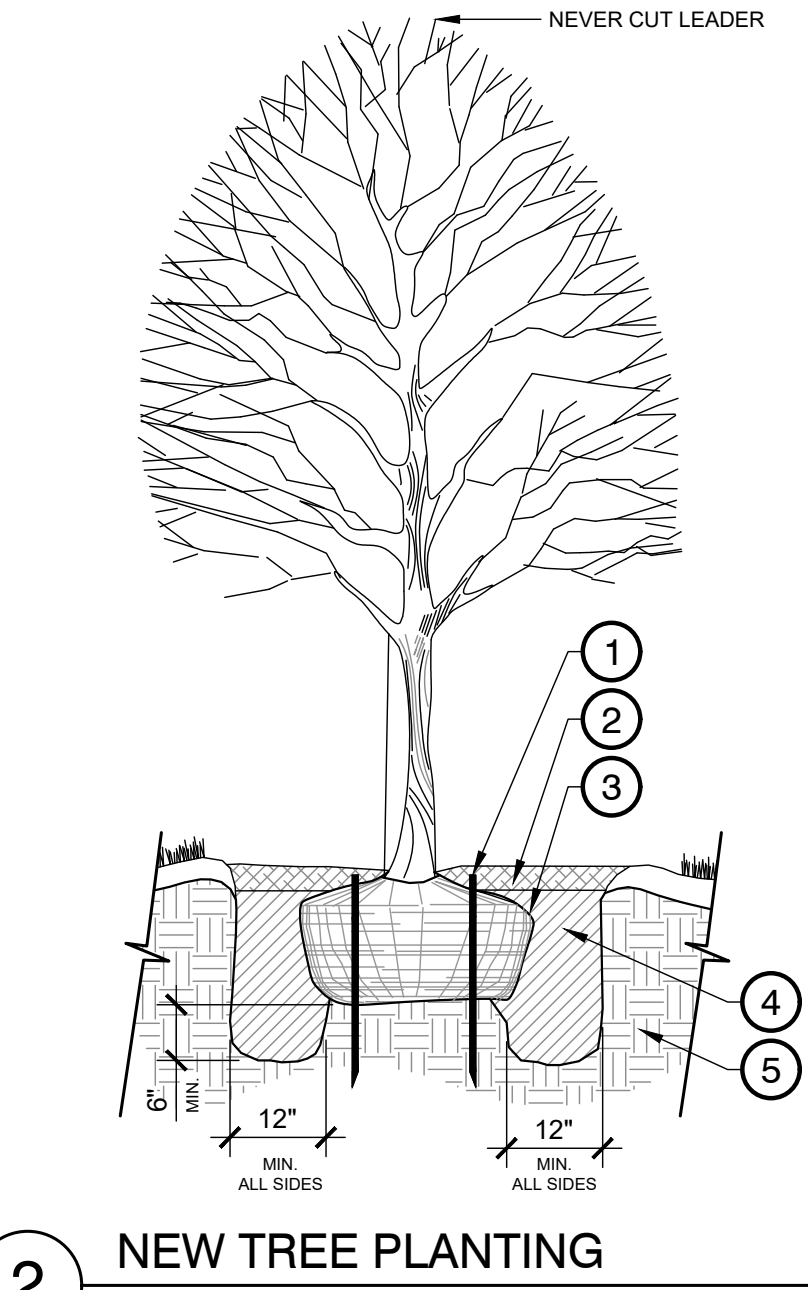
3 SHRUB PLANTING (SINGLE & BED PLANTING)
1/2" = 1'-0"



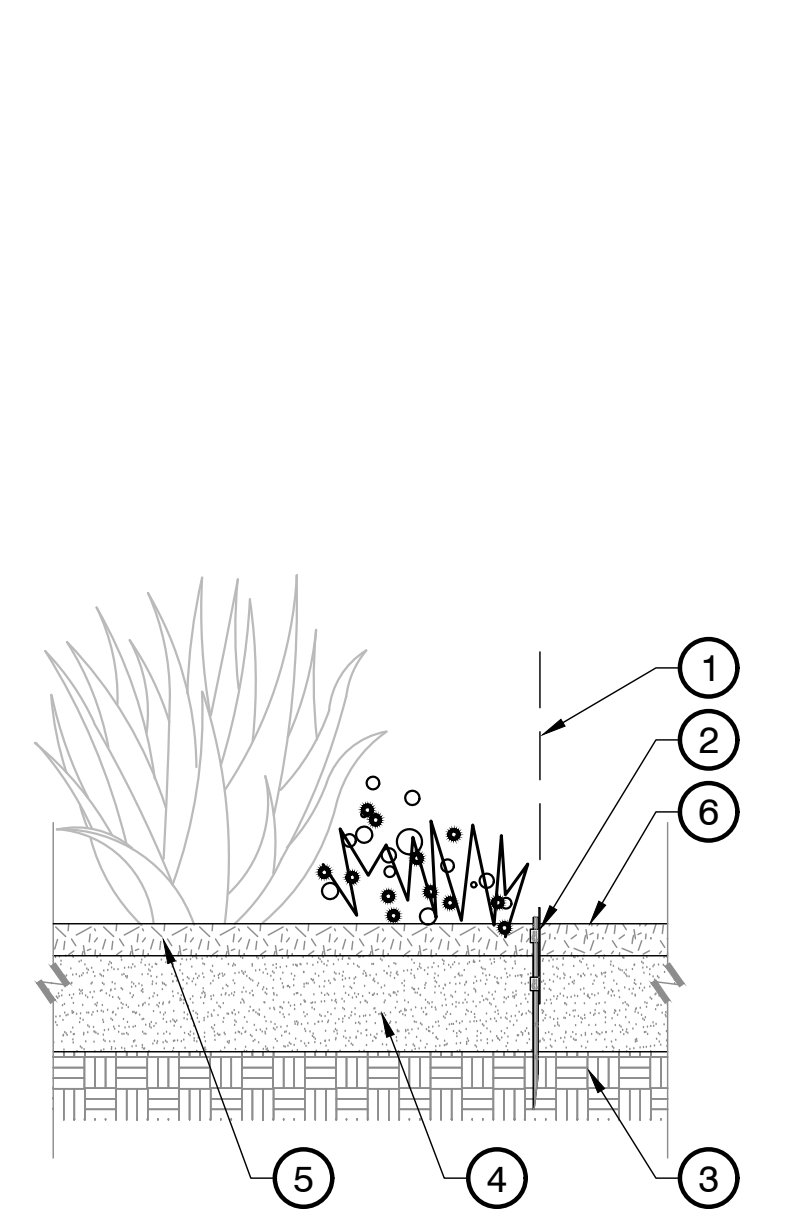
5 DECORATIVE LANDSCAPE BOULDER
3/4" = 1'-0"



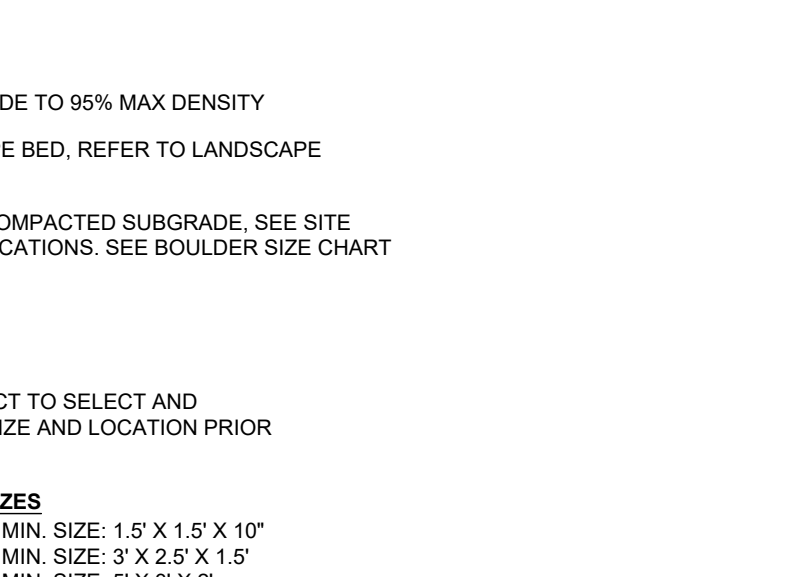
- KEY:**
- TRIM UP TO 1/3 OF BRANCHES, RETAINING THE NATURAL SHAPE OF THE TREE
 - (3) ARBOR STAKES, INSTALL PER MANUFACTURER'S SPECIFICATIONS
 - SPECIFIED MULCH, 3" MIN. DEPTH ENTIRE TREE BASIN OR 3" OF BLACKSTAR GRAVEL, REF. PLANTING PLAN
 - SET TOP OF ROOT BALL 3" ABOVE FINISH GRADE. BUILD 3" HT. SAUCER AROUND PLANTING PIT WITH TOPSOIL.
 - BUILD 3" HT. SAUCER AROUND PLANTING PIT WITH TOPSOIL.
 - FINISH GRADE WITH TOPSOIL
 - LIVING EARTH PLANTING MIX OR APPROVED EQUAL BY LANDSCAPE ARCHITECT. WATER AND TAMP TO REMOVE SIDE AND BOTTOM AIR POCKETS 6" MIN.
 - UNCOMPACTED NATIVE SOIL/UNDISTURBED SUBGRADE
- NOTE:**
- PLANTING BEDS SHALL RECEIVE 3" OF BLACKSTAR GRAVEL, AS INDICATED AND NOTED ON PLAN SHEETS. ALL PLANTINGS IN STREAM BED TO RECEIVE BLACK MULCH.



2 NEW TREE PLANTING
1/2" = 1'-0"

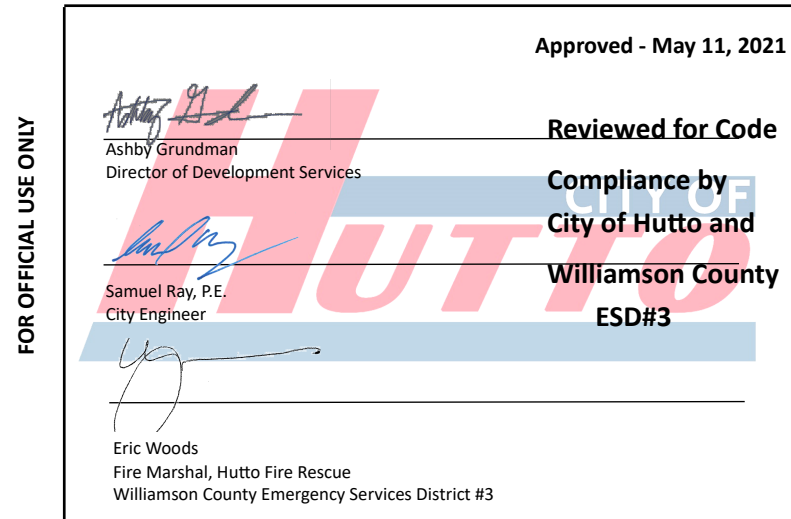


4 TYPICAL ALUMINUM EDGING DETAIL
1" = 1'-0"



- KEY:**
- (3) ARBOR STAKES, INSTALL PER MANUFACTURER'S SPECIFICATIONS
 - SPECIFIED MULCH, 3" MIN. DEPTH ENTIRE TREE BASIN OR 3" OF BLACKSTAR GRAVEL, REF. PLANTING PLAN
 - SET TOP OF ROOT BALL 3" ABOVE FINISH GRADE. BUILD 3" HT. SAUCER AROUND PLANTING PIT WITH TOPSOIL.
 - LIVING EARTH PLANTING MIX OR APPROVED EQUAL BY LANDSCAPE ARCHITECT. WATER AND TAMP TO REMOVE SIDE AND BOTTOM AIR POCKETS 6" MIN.
 - UNCOMPACTED NATIVE SOIL/UNDISTURBED SUBGRADE
- NOTE:**
- FOR BALL & BURLAP REMOVE WIRE/TWINE FROM AROUND BURLAP. FOLD TOP THIRD DOWN OR CUT/REMOVE PRIOR TO BACKFILL.
 - PLANTING BEDS SHALL RECEIVE 3" OF BLACKSTAR GRAVEL, AS INDICATED AND NOTED ON PLAN SHEETS. ALL PLANTINGS IN STREAM BED TO RECEIVE BLACK MULCH.

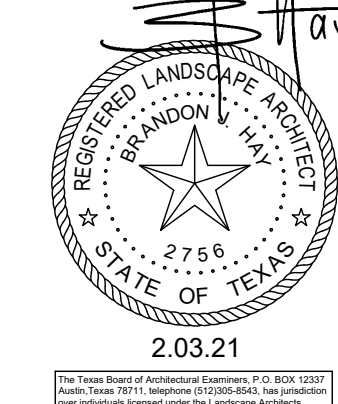
- KEY:**
- BED EDGE SHOWN ON PLAN.
 - 3/16" x 5/8" SURE-LOC ALUMINUM SURE-EDGE, W/ MILL FINISH. 16" GROUND STAKE ON PLANTING SIDE REFER TO SPECIFICATIONS.
 - PREPARED SOIL MIX
 - UNCOMPACTED NATIVE SUBSOIL
 - PLANTING BEDS SHALL RECEIVE 3" OF BLACKSTAR GRAVEL, AS INDICATED AND NOTED ON PLAN SHEETS
 - FINISH GRADE
- NOTE:**
- PROVIDE ALUMINUM EDGING WHERE SHOWN ON PLANS
 - TAPER-OFF EDGING TO BE FLUSH WITH FINISHED GRADE ADJACENT TO PAVING OR CURBS.
 - NO EDGING SHALL BE INSTALLED BETWEEN THE DIFFERENT TYPES OF SHRUBS MATERIALS, UNLESS OTHERWISE NOTED.
- SUPPLIER CONTACT INFO:**
SURE-LOC EDGING
WWW.SURELOCEDGING.COM
310 E. 64TH STREET
HOLLAND, MI 49423
P: 800.787.3862
OR APPROVED EQUAL BY LANDSCAPE ARCH.



Hutto ISD
Memorial Stadium
Renovations & Additions
Hutto, Texas



Revision No.	Date	Description



**BID SET
- NOT FOR CONSTRUCTION -**

THIS DOCUMENT IS RELEASED FOR RECORDING AND CITY REVIEW PURPOSES ONLY AND IS NOT FOR CONSTRUCTION. IT WAS PREPARED BY OR UNDER THE SUPERVISION OF
BRANDON J. HAY, ASLALR# 2759

Project No.:	37944.004
Issued:	02/03/21
Drawn By:	BM
Checked By:	BH
Scale:	AS SHOWN
Sheet Title	

Sheet Number



ARCHITECT
VLK Architects, Inc.
2821 West 7th Street, Suite 300
Fort Worth, Texas 76107
Main Phone: 817.633.1600
www.vlkarchitects.com

CIVIL ENGINEER/LANDSCAPE
Haiff Associates, Inc.
7111 N. Carancahua St. Suite 1190
Corpus Christi, Texas 78401
Main Phone: 361.400.0981
www.Haiff.com

REVISIONS

Revision No.	Revision Date
--------------	---------------

Director	Drawn By
DIR	VLK
Designer	Quality Control
DSN	QC
Proj. Arch.	
PA	

PROJECT NO.

SHEET TITLE

LANDSCAPE
NOTES & DETAILS

SHEET NO.

L1.03

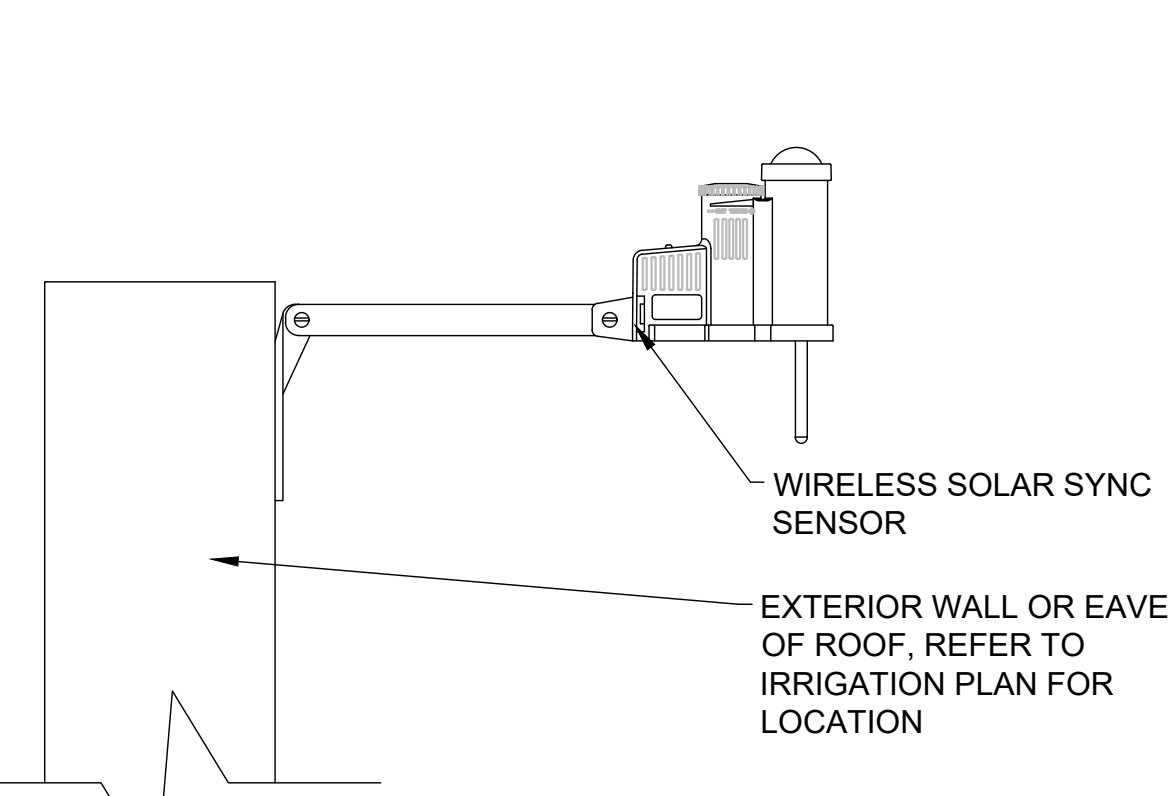
HUTTO ISD
HUTTO, TEXAS

Modernizations and Improvements to Hutto Memorial Stadium

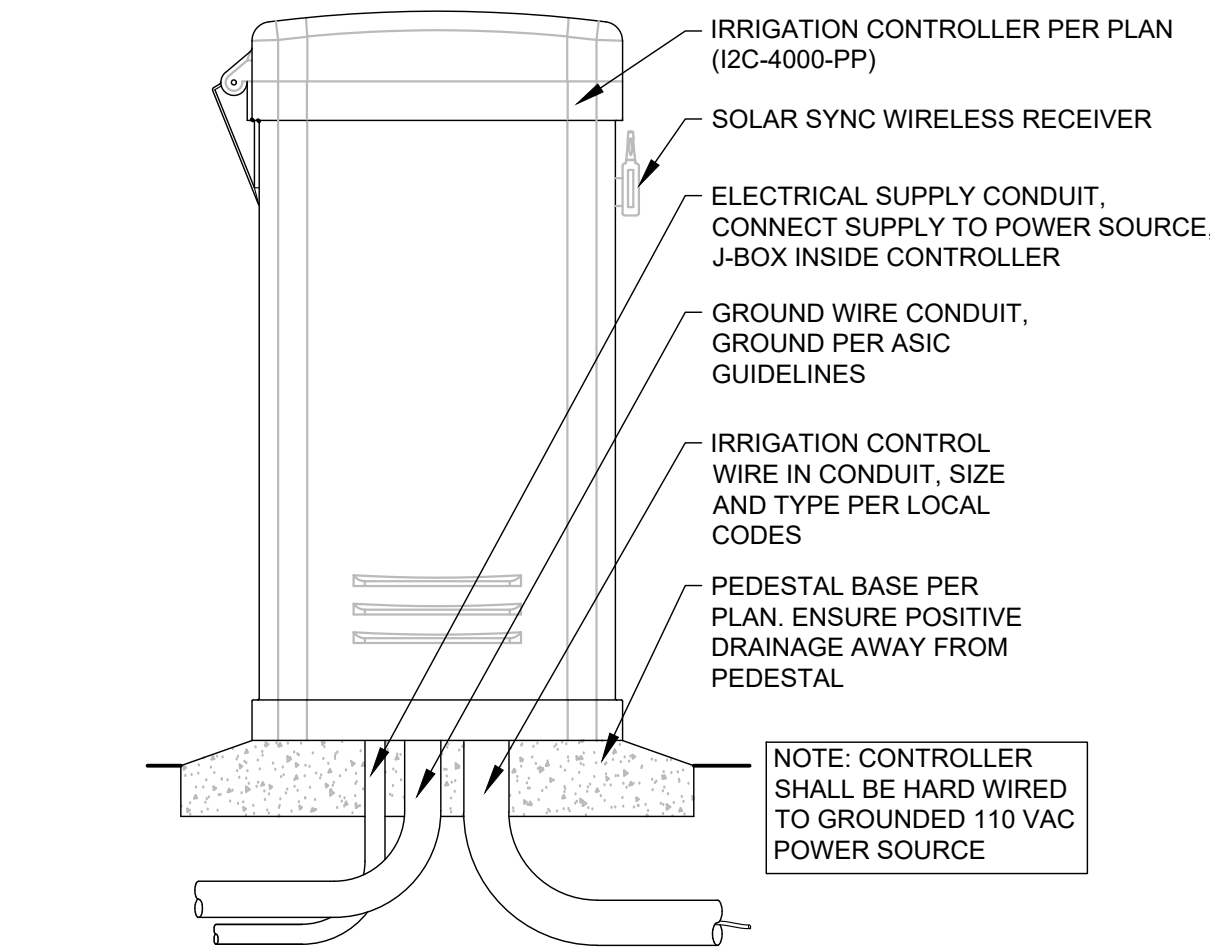
IRRIGATION NOTES

- IRRIGATION CONTRACTOR IS TO BE A STATE OF TEXAS LICENSED IRRIGATOR, AND SHALL FOLLOW ALL TCEQ CODES AND REGULATIONS
- THE CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO INITIATING WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OR INTERRUPTION IN SERVICE CAUSED BY HIS EXCAVATIONS AND/OR WORK.
- IRRIGATION PLAN IS DIAGRAMMATIC IN NATURE. CONTRACTOR SHALL BE RESPONSIBLE FOR ACCOMPLISHING FULL COVERAGE IN ALL AREAS WITH SPECIFIED EQUIPMENT. ANY DISCREPANCIES IN THE PLAN SHOULD BE BROUGHT TO THE LICENSED IRRIGATOR'S ATTENTION BEFORE BID.
- WHERE TREES, LIGHT STANDARDS, ETC. ARE AN OBSTRUCTION OF PIPING AND DRIP EMITTERS THE IRRIGATION SHALL BE ADJUSTED AND/OR RELOCATED AS NECESSARY, WITHOUT ADDITIONAL COST TO THE CONTRACT, TO OBTAIN FULL COVERAGE WITH MINIMAL OVERSPRAY INTO NON-LANDSCAPE AREAS OR ONTO PAVEMENT OR BUILDINGS.
- ALL FITTINGS AND NECESSARY EQUIPMENT REQUIRED TO MAKE THIS IRRIGATION SYSTEM OPERATE PROPERLY AND TO COMPLY WITH LOCAL AND STATE CODES ARE INCIDENTAL TO THESE PLANS AND ARE THE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCT PROPOSED IRRIGATION SYSTEM IN ACCORDANCE WITH PLANS, WRITTEN SPECIFICATIONS, AND DETAILS.
- THIS IRRIGATION SYSTEM WAS DESIGNED FOR A MINIMUM STATIC PRESSURE AT THE POINT OF CONNECTION AS INDICATED ON THE PLANS. THE CONTRACTOR SHALL VERIFY ACTUAL PSI AND DELIVER RESULTS TO THE LICENSED IRRIGATOR PRIOR TO CONSTRUCTION. IN THE EVENT THE ACTUAL PSI IS LESS THAN WHAT IS SPECIFIED ON THE PLANS THE CONTRACTOR SHALL RECEIVE DIRECTION FROM THE LICENSED IRRIGATOR REGARDING DESIGN MODIFICATIONS IF NECESSARY.
- CONTRACTOR WILL BE HELD LIABLE FOR GAINING ACCESS UNDER ALL PAVEMENTS. IF SLEEVES ARE INDICATED ON THE PLANS THEY SHOULD BE VERIFIED FOR ACCESSIBILITY AND PASSIBILITY BEFORE BID IS MADE. IF NOT, THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF SLEEVE PIPING WITH ALL TRADES TO INSURE THAT SLEEVES ARE INSTALLED PROPERLY PRIOR TO INSTALLATION OF CURB AND GUTTER, ASPHALT PAVING, SIDEWALKS, CONCRETE PADS, ETC.
- THE CONTRACTOR SHALL LOCATE AND VERIFY WATER SUPPLY TO WHICH THE IRRIGATION SYSTEM WILL CONNECT. ALL EQUIPMENT AND INSTALLATION METHODS SHALL COMPLY WITH ALL LOCAL, REGIONAL, STATE, AND FEDERAL GUIDELINES.
- CONTRACTOR IS RESPONSIBLE FOR ALL CONNECTIONS REQUIRED FOR THE FULL IMPLEMENTATION OF THE SYSTEM.
- ALL VALVES SHALL BE LOCATED IN PLANTING AREAS WHERE SHOWN AND ALL PIPING SHALL BE INSTALLED PRIOR TO LANDSCAPE PLANTING WORK.
- NO TEES, ELLS, OR OTHER TURNS IN PIPING SHALL BE LOCATED UNDER PAVING.
- PIPE SIZES SHOWN AT POINTS OF CONNECTION AND WHERE CHANGES IN PIPE SIZE OCCUR. ALL PIPES SHALL BE THE SIZE OF THE LAST PRECEDING SIZE CALLED OUT UPSTREAM OF EACH SECTION OF PIPE UNLESS OTHERWISE NOTED.
- EACH CONTROLLER WILL HAVE AN INDEPENDENT COMMON WIRE.
- SPLICING OF REMOTE CONTROL VALVE WIRES IS NOT ALLOWED BETWEEN CONTROLLER AND VALVE BOX FOR REMOTE CONTROL VALVE. WIRES MUST BE CONTINUOUS FROM CONTROLLER TO REMOTE CONTROL VALVE WITHOUT SPLICING.
- CONTRACTOR TO FLUSH ALL LINES PRIOR TO INSTALLING HEADS AND EMITTERS.
- BACKFILL SHALL BE MECHANICALLY COMPACTED LANDSCAPED AREAS TO A DRY DENSITY EQUAL TO ADJACENT UNDISTURBED SOIL. IN PLANTING AREAS, BACKFILL WILL CONFORM TO ADJACENT GRADES WITHOUT DIPS, SUNKEN AREAS, HUMPS, OR OTHER SURFACE IRREGULARITIES.
- REFER TO SPECIFICATIONS FOR TRENCH BACKFILL MATERIAL AND REQUIREMENTS.
- ALL REMOTE CONTROL VALVE WIRES NEED TO BE LABELED AT THE VALVE W/ WEATHER (WATER) PROOF LABELS AND AT CONTROLLER WITH CORRESPONDING LABEL.
- CONTRACTOR SHALL PLACE ALL SPRAY AND ROTARY HEADS AT LEAST 4" INSIDE FROM ANY CURBING, SIDEWALK, FENCING, OR BUILDING.
- LOCATION OF BUBBLERS MAY VARY SLIGHTLY FROM PLAN BASED ON ACTUAL LOCATION OF PROPOSED TREES UPON PLANTING. THEY MAY BE ADJUSTED, WITHOUT ADDITIONAL COST TO THE CONTRACT, TO PROVIDE ACCURATE WATERING.
- ALL SLEEVES SHALL HAVE AN EXTRA SLEEVE OF EQUAL SIZE ADDED FOR POTENTIAL FUTURE EXPANSION AND ADDITION.
- PROVIDE SLEEVES AS SHOWN TO COMPLETE THIS PROJECT. COORDINATE AND MARK (PER DETAIL) ALL SLEEVE LOCATIONS WITH THE GENERAL CONTRACTOR.
- 2'-0" MIN. OFFSET OF MAINLINE FROM BACK OF CURB TYP.
- ALL METER AND TAP IN LOCATIONS TO BE COORDINATED AND VERIFIED WITH OWNER AND LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.

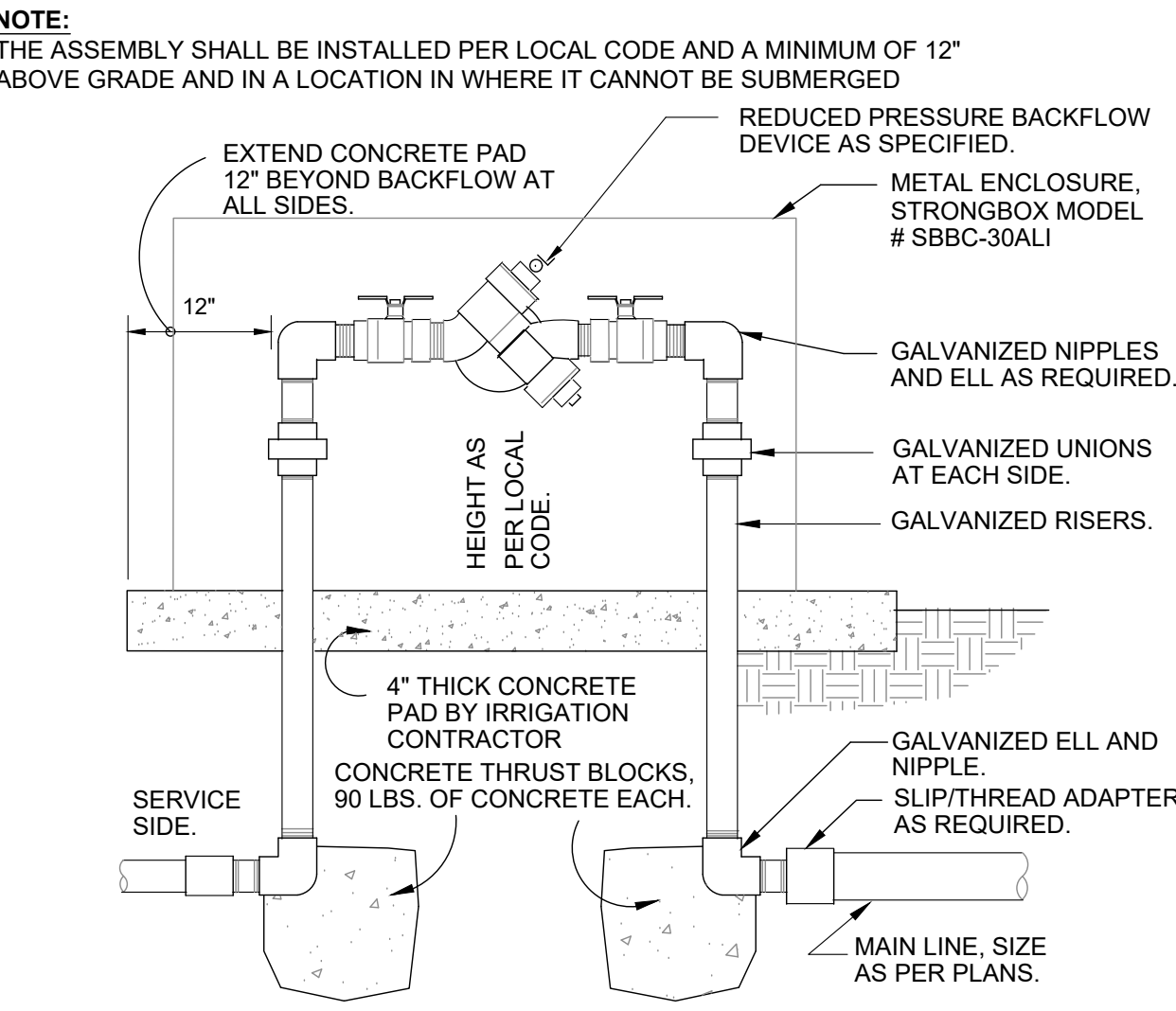
5 WIRELESS SOLAR SYNC SENSOR
NTS



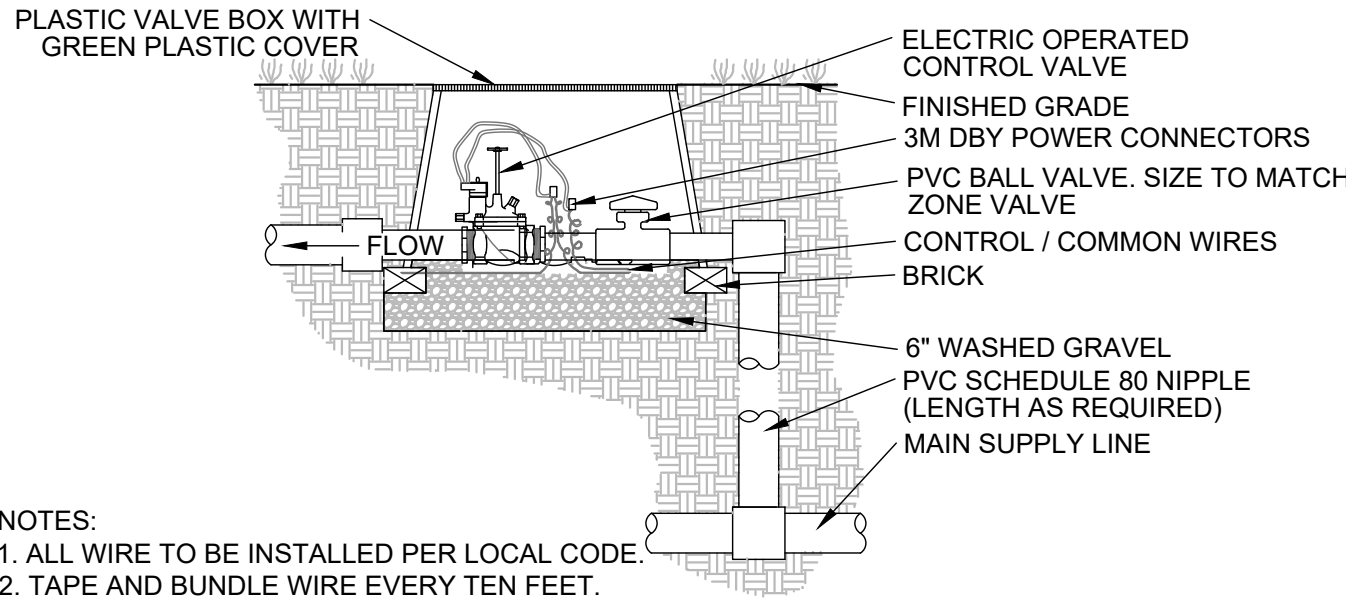
6 HUNTER ICC2 CONTROLLER
NTS



1 REDUCED PRESSURE BACKFLOW
1 1/2" = 1'-0"

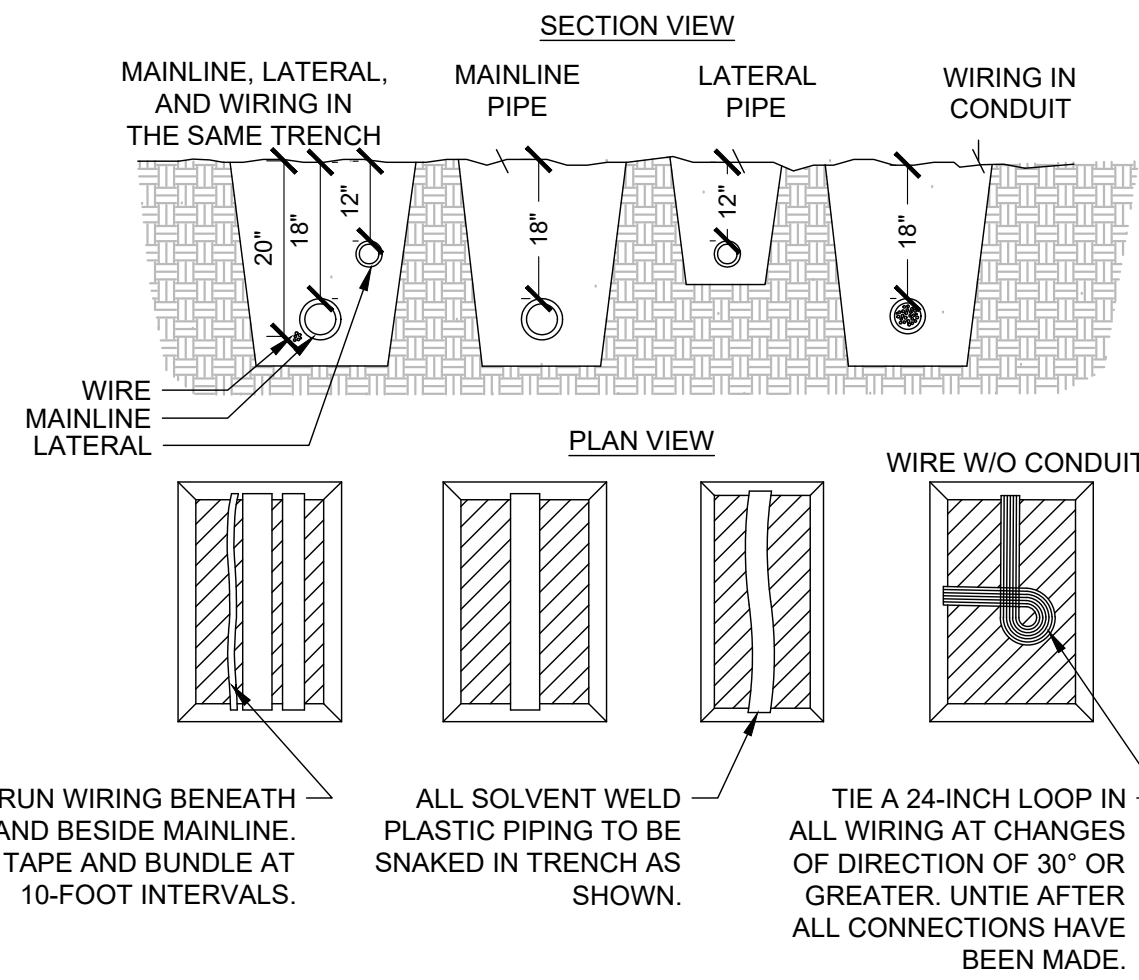


3 CONTROL VALVE DETAIL
1" = 1'-0"



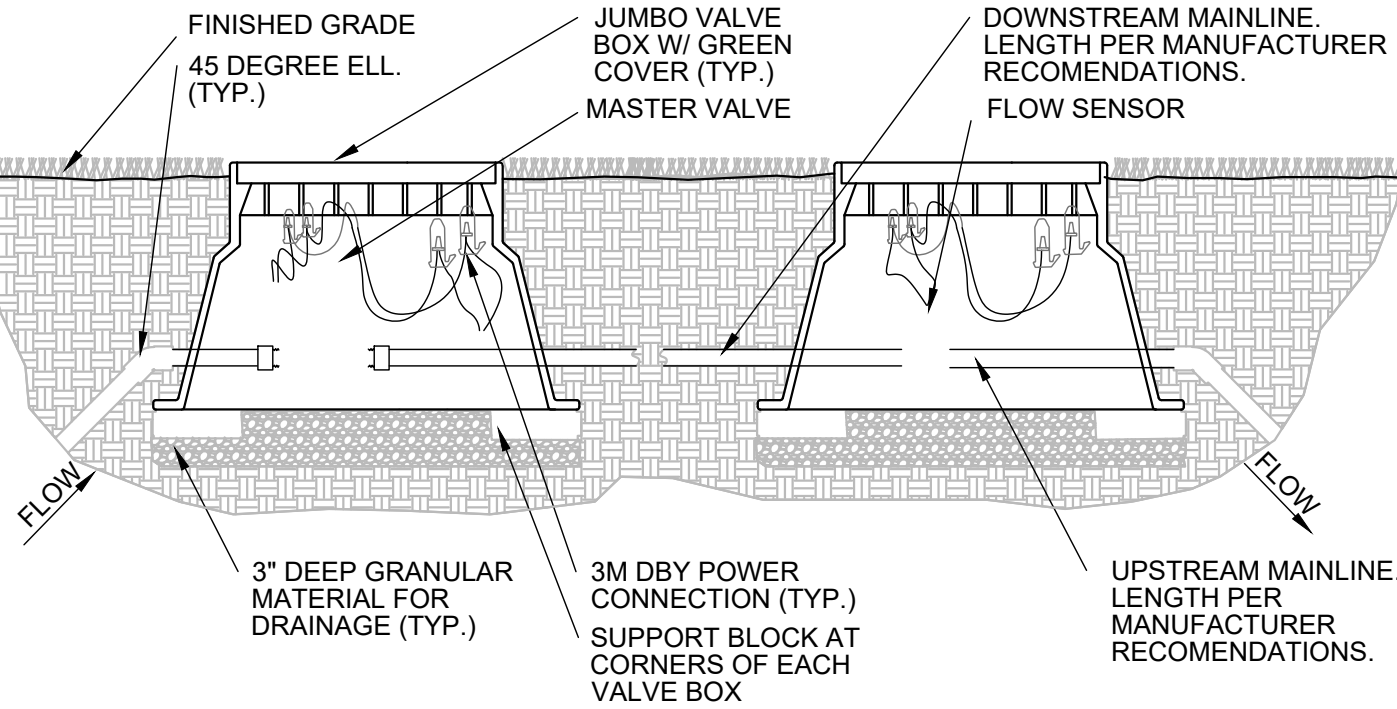
- NOTES:
- ALL WIRE TO BE INSTALLED PER LOCAL CODE.
 - TAPE AND BUNDLE WIRE EVERY TEN FEET.
 - PROVIDE EXPANSION COILS AT EACH WIRE CONNECTION IN VALVE BOX. (WRAP AROUND 1/2" PIPE 15 TIMES.)
 - COMPACT SOIL AROUND VALVE BOX TO SAME DENSITY AS UNDISTURBED ADJACENT SOIL.
 - INSTALL VALVES IN CLOSE PROXIMITY TO ADJACENT WALKS WHERE POSSIBLE.
 - ORIENT RECTANGULAR VALVE BOXES PARALLEL TO ADJACENT WALKS, CURBS, ETC.
 - INSTALLATION OF BALL VALVES WILL BE SIMILAR TO INSTALLATION FOR CONTROL VALVES.

2 TRENCHING DETAIL
NTS

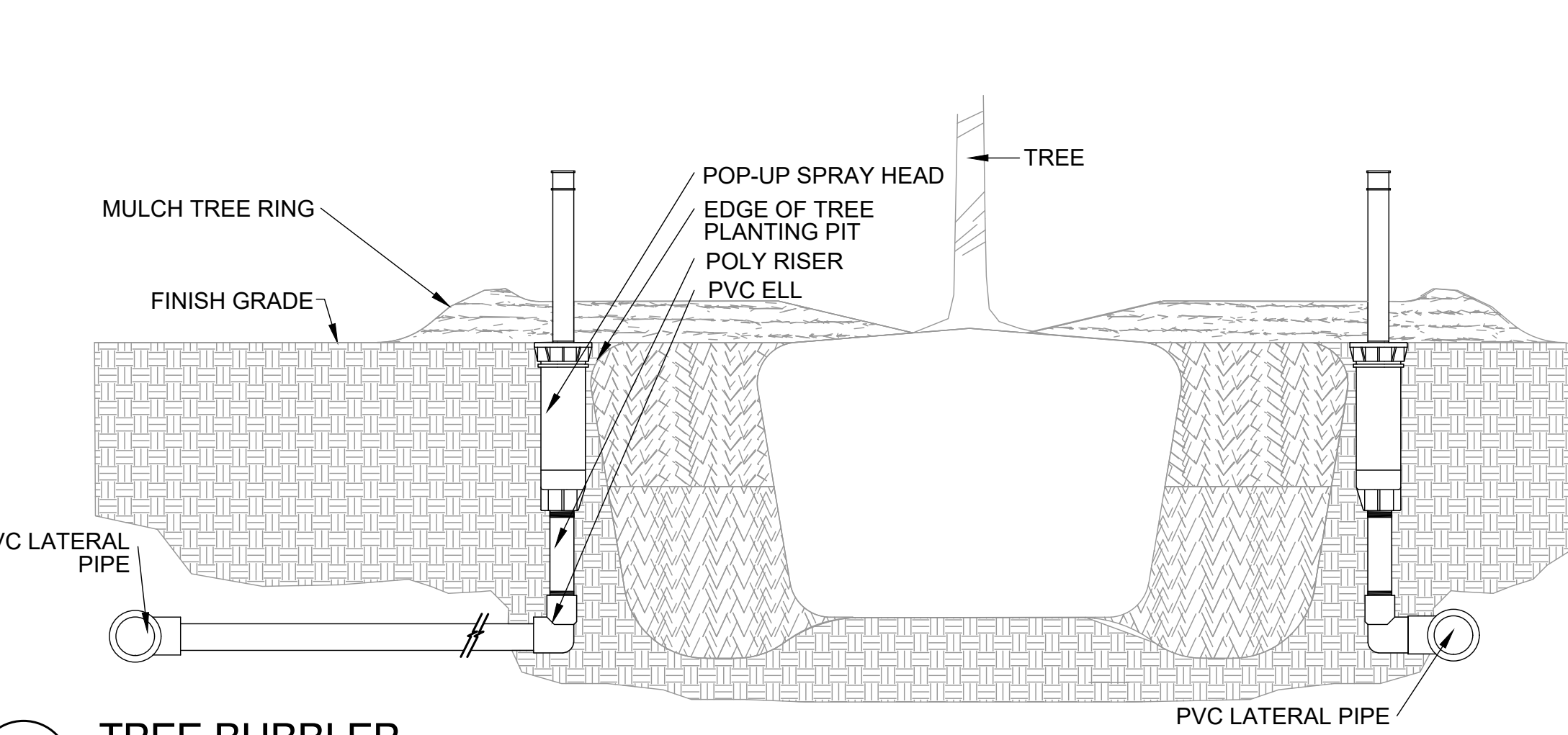


- NOTES:
- ALL WIRE TO BE INSTALLED PER LOCAL CODE.
 - TAPE AND BUNDLE WIRE EVERY TEN FEET.
 - PROVIDE EXPANSION COILS AT EACH WIRE CONNECTION IN VALVE BOX. (WRAP AROUND 1/2" PIPE 15 TIMES.)
 - COMPACT SOIL AROUND VALVE BOX TO SAME DENSITY AS UNDISTURBED ADJACENT SOIL.
 - INSTALL VALVES IN CLOSE PROXIMITY TO ADJACENT WALKS WHERE POSSIBLE.
 - ORIENT RECTANGULAR VALVE BOXES PARALLEL TO ADJACENT WALKS, CURBS, ETC.

4 MASTER VALVE AND FLOW METER DETAIL
NTS



7 TREE BUBBLER
NTS



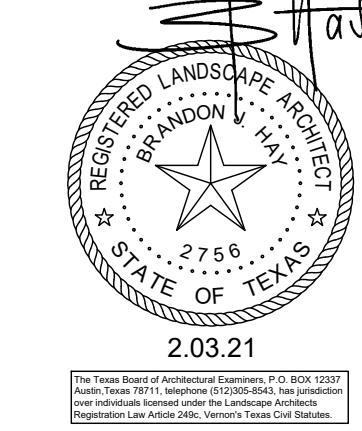
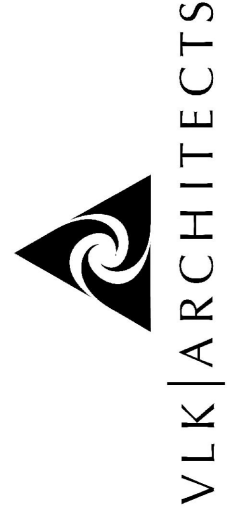
FOR OFFICIAL USE ONLY

Approved - May 11, 2021

Reviewed for Code Compliance by
City of Hutto and Williamson County ESD#3

Eric Woods
Fire Marshal, Hutto Fire Rescue
Williamson County Emergency Services District #3

Hutto ISD
Memorial Stadium
Renovations & Additions
Hutto, Texas



BID SET
- NOT FOR CONSTRUCTION -

THIS DOCUMENT IS RELEASED FOR RECORDING AND CITY REVIEW PURPOSES ONLY. AND IS NOT FOR CONSTRUCTION. IT WAS PREPARED BY OR UNDER THE SUPERVISION OF
BRANDON J. HAY, AS/LA/EA #2759

Project No.:	37944.004
Issued:	02/03/21
Drawn By:	BM
Checked By:	BH
Scale:	AS SHOWN
Sheet Title	
Sheet Number	



ARCHITECT

VLK Architects, Inc.
2821 West 7th Street, Suite 300
Fort Worth, Texas 76107
Main Phone: 817.633.1600
www.vlkarchitects.com

CIVIL ENGINEER/LANDSCAPE

Halff Associates, Inc.
7111 N. Carancahua St. Suite 1190
Corpus Christi, Texas 78401
Main Phone: 361.400.0981
www.Halff.com

REVISIONS	
Revision No.	Revision Date

Director	Drawn By
DIR	VLK
Designer	Quality Control
DSN	QC
Proj. Arch.	
PA	

PROJECT NO.

SHEET TITLE

PERFORMANCE IRRIGATION NOTES & DETAILS

SHEET NO.

L2.01

HUTTO ISD
HUTTO, TEXAS

Modernizations and Improvements to Hutto Memorial Stadium



ARCHITECT

VLK Architects, Inc.
2821 West 7th Street, Suite 300
Fort Worth, Texas 76107
Main Phone: 817.633.1600
www.vlkarchitects.com

CIVIL ENGINEER/LANDSCAPE

Halff Associates, Inc.
711 N. Carancahua St. Suite 1190
Corpus Christi, Texas 78401
Main Phone: 361 400 0981
www.Halff.com

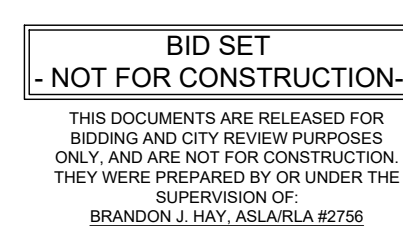
HUTTO ISD
HUTTO, TEXAS

Modernizations and Improvements to Hutto Memorial Stadium

**Hutto ISD
Memorial Stadium
Renovations & Additions**
Hutto, Texas



2.03.21



Director	Drawn By
DIR	VLK
Designer	Quality Control
DSN	QC
Proj. Arch.	
PA	

PROJECT NO. _____

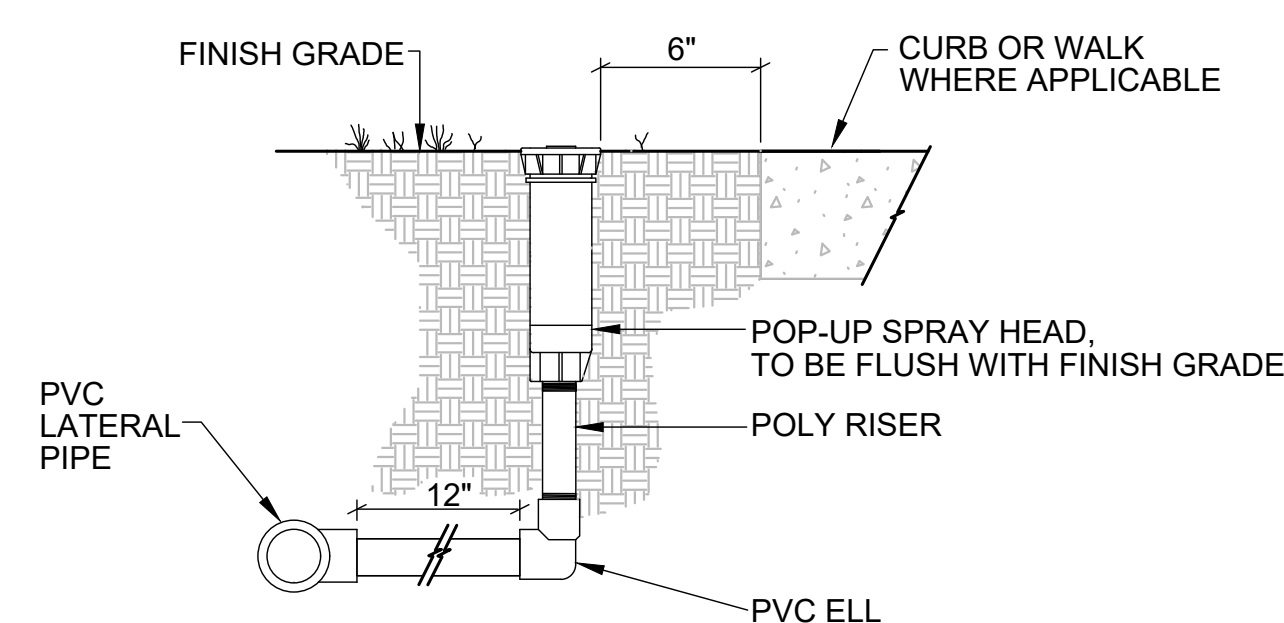
SHEET TITLE

PERFORMANCE IRRIGATION DETAILS

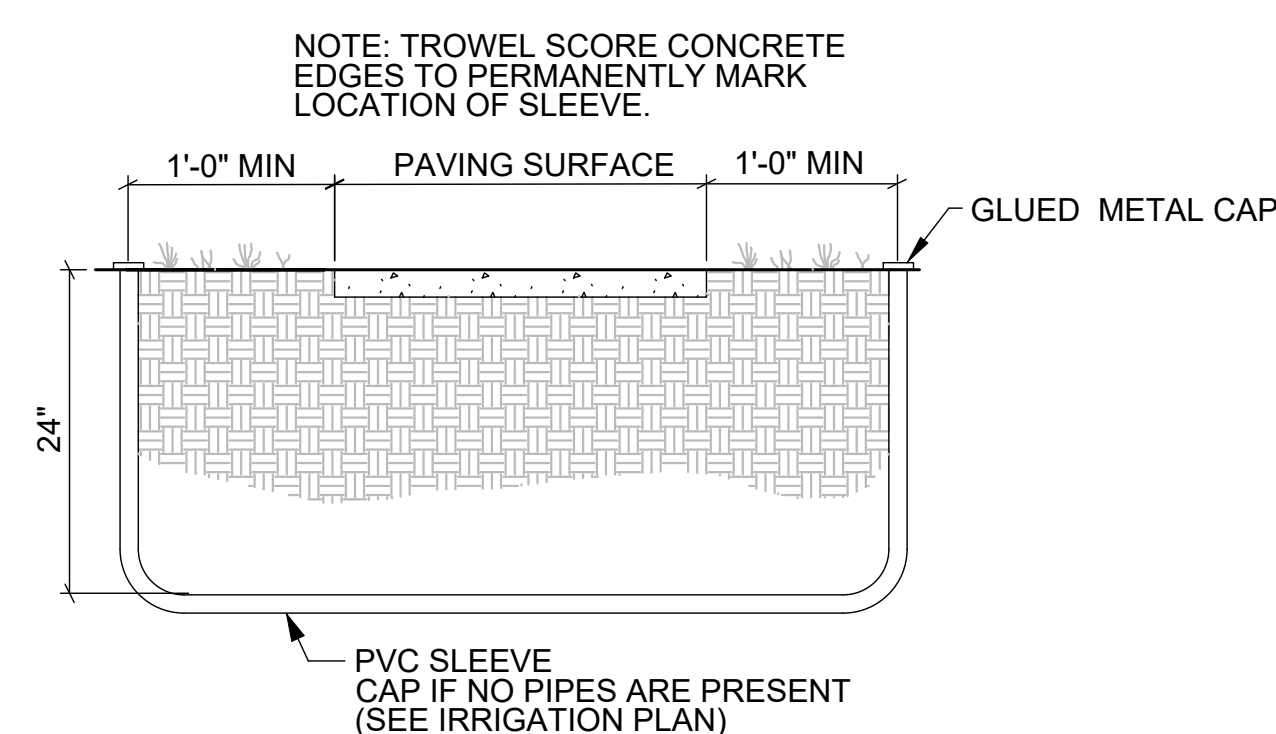
SHEET NO.

L2.02

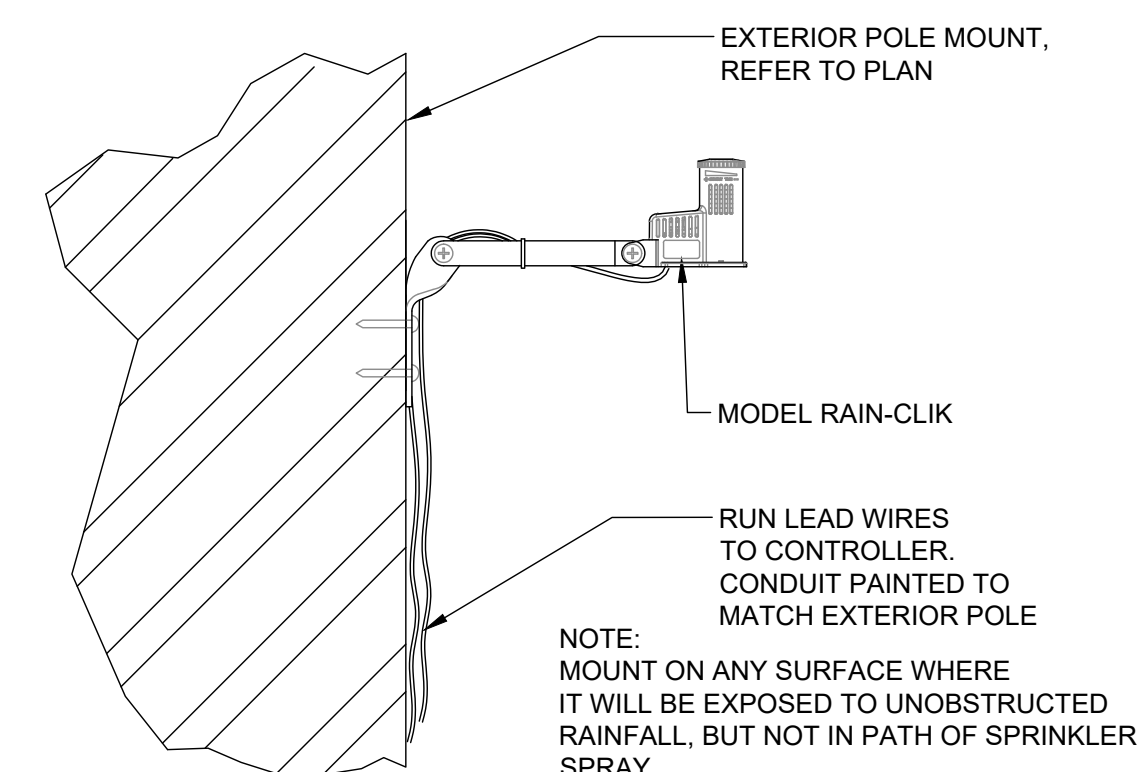
COPYRIGHT © 2021 VLK ARCHITECTS



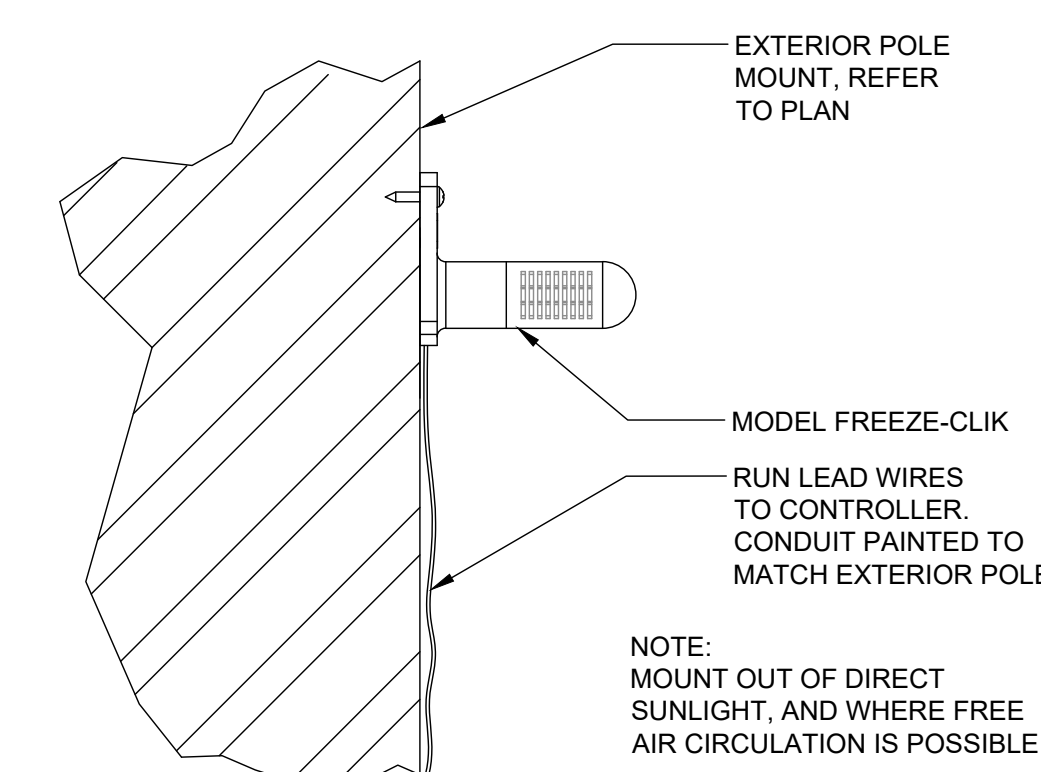
1 POP UP SPRAY HEAD
NTS



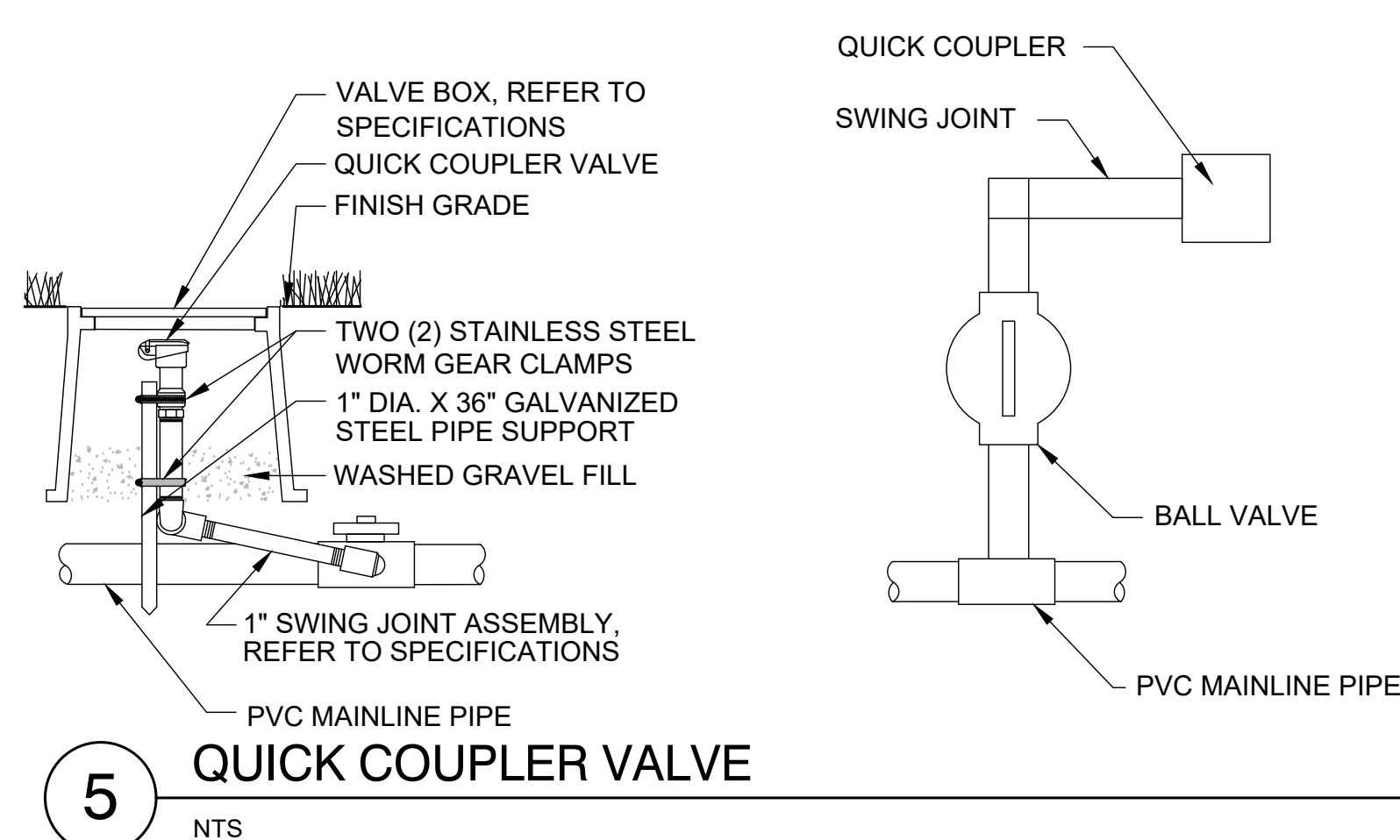
2 IRRIGATION SLEEVE DETAIL



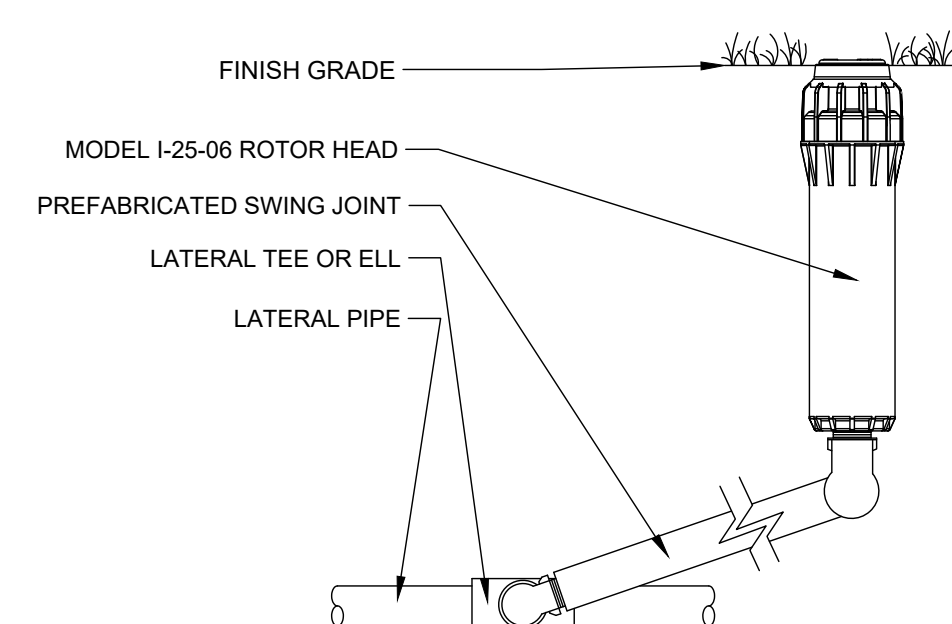
3 RAIN-CLIK
3" = 1'-0"



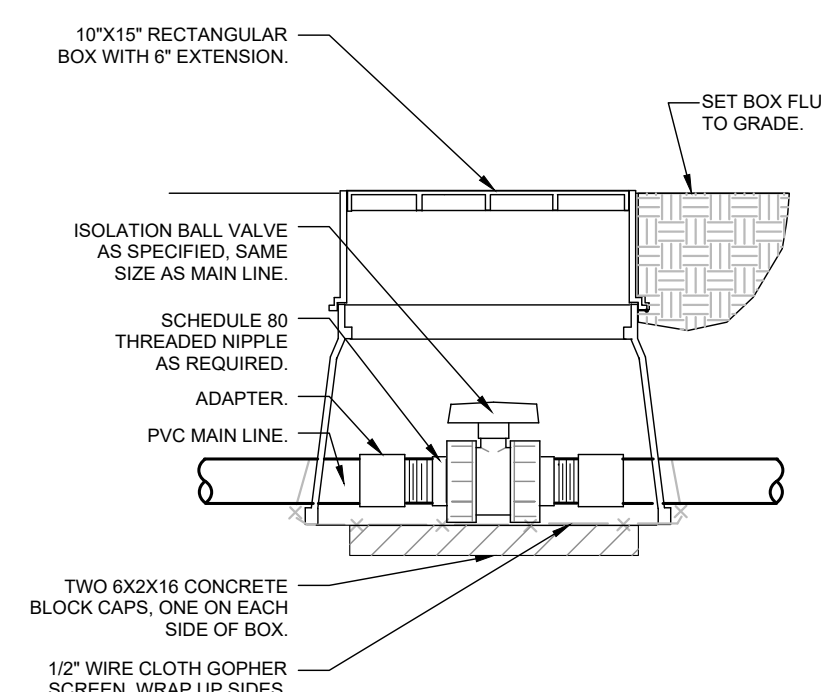
4 FREEZE-CLIK
3" = 1'-0"



5 QUICK COUPLER VALVE
NTS



6 ROTOR SPRAY HEAD
NTS



7 BALL VALVE
NTS

FOR OFFICIAL USE ONLY

[Signature]
Ashley Grunman
Director of Development Services

[Signature]
Samuel Ray, P.E.
City Engineer

[Signature]

Eric Woods
Fire Marshal, Hutto Fire Rescue
Williamson County Emergency Services District #3

Approved - May 11, 2011

Reviewed for Code
Compliance by
City of Hutto and
Williamson County
ESD#3

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;

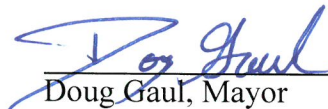
WHEREAS, the City of Hutto and Hutto Independent School District have agreed to establish mutually acceptable land development standards and procedures for the construction of the District's educational facilities which will provide predictability and reduced costs while insuring that the public health,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

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

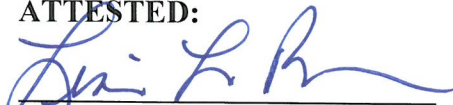
That the City Council of the City of Hutto authorizes the Interlocal Agreement between the City of Hutto and Hutto Independent School District

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: _____

..... Denotes Improvements Area

Phase 2 HS & Future Bond Improvements

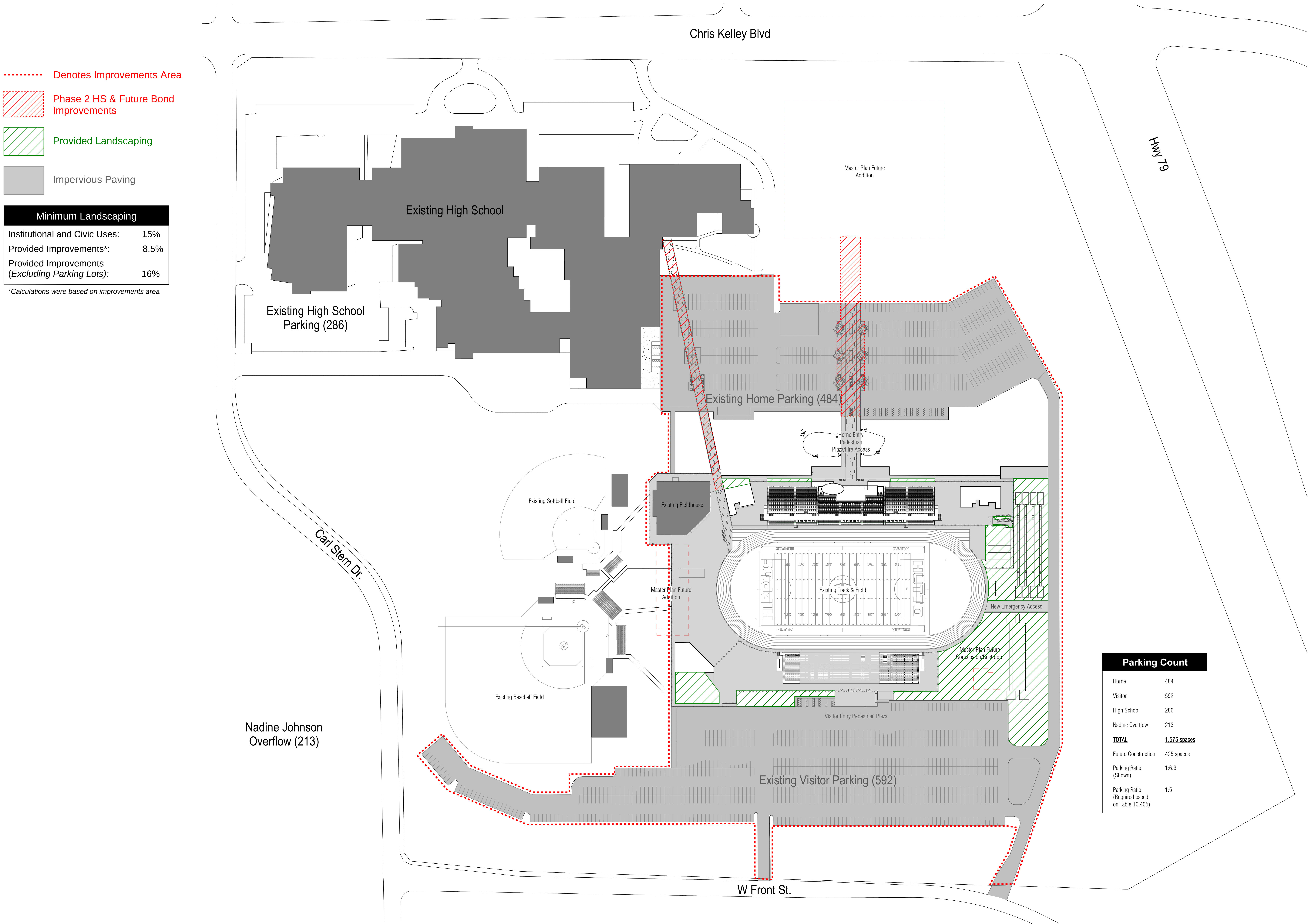
Provided Landscaping

Impervious Paving

Minimum Landscaping

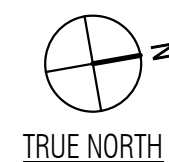
Institutional and Civic Uses:	15%
Provided Improvements*:	8.5%
Provided Improvements (Excluding Parking Lots):	16%

*Calculations were based on improvements area

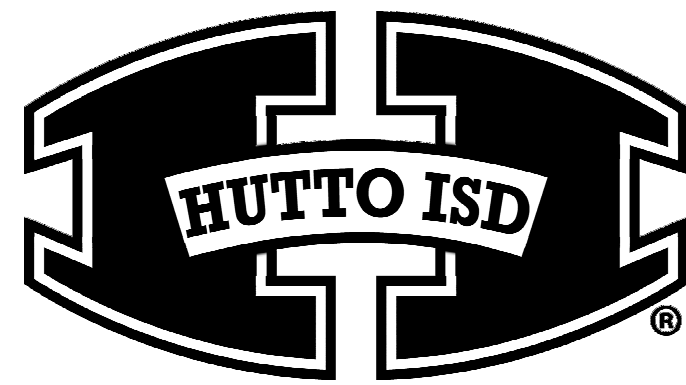


Parking Count

Home	484
Visitor	592
High School	286
Nadine Overflow	213
TOTAL	1,575 spaces
Future Construction	425 spaces
Parking Ratio (Shown)	1:6.3
Parking Ratio (Required based on Table 10.405)	1:5



1 SITE PLAN - Exhibit 'A' Proposed Improvements
SCALE: 1" = 80'-0"



HUTTO INDEPENDENT SCHOOL DISTRICT
Modernizations and Improvements to Hutto Memorial Stadium
HUTTO, TEXAS



6/15/2021

NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION.

..... Denotes Improvements Area

Phase 2 HS & Future Bond Improvements

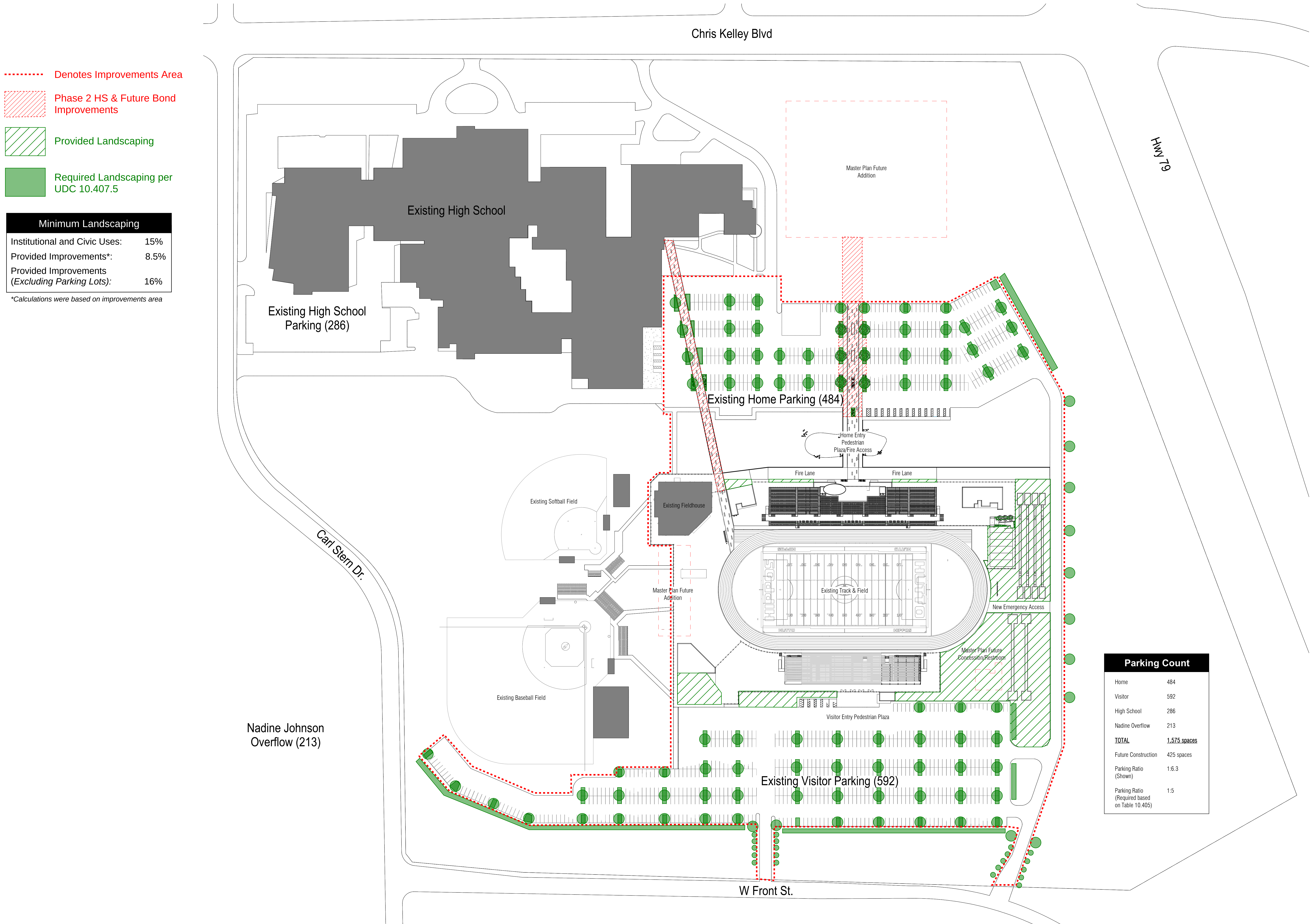
Provided Landscaping

Required Landscaping per UDC 10.407.5

Minimum Landscaping

Institutional and Civic Uses:	15%
Provided Improvements*:	8.5%
Provided Improvements (Excluding Parking Lots):	16%

*Calculations were based on improvements area

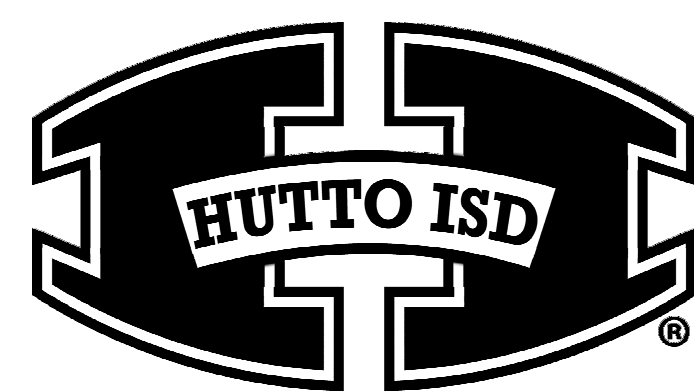


Parking Count

Home	484
Visitor	592
High School	286
Nadine Overflow	213
TOTAL	1,575 spaces
Future Construction	425 spaces
Parking Ratio (Shown)	1:6.3
Parking Ratio (Required based on Table 10.405)	1:5



1 SITE PLAN - Exhibit 'B' Required by UDC
SCALE: 1" = 80'-0"



HUTTO INDEPENDENT SCHOOL DISTRICT

Modernizations and Improvements to Hutto Memorial Stadium

HUTTO, TEXAS



6/15/2021

NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION.



June 15, 2021

City of Hutto Development Services Department
500 W. Live Oak St.
Hutto, Texas 78634

Reference: Modernizations and Improvements to Hutto Memorial Stadium
Hutto Independent School District
VLK Project No. 20-081.00

Attention Development Services Department:

Please accept this letter as requested intent for specific use permit, for land known as Hutto Memorial Stadium located at 573 Chris Kelley Blvd.

A. To reduce the required landscaping per section 10.407.5 of the City of Hutto UDC.

This SUD application process is triggered by language presented in resolution No. R-2019-02-21-10B Interlocal Agreement between the City of Hutto and Hutto Independent School District, reference section LANDSCAPING.

Section 10.407.5 of the City of Hutto Unified Development Code states as follows:

"A minimum percentage of the total area being developed shall be landscaped in accordance with the following percentages:

- Commercial uses: 15%
- Multifamily dwellings: 20%
- Office and professional uses: 15%
- **Institutional and civic uses: 15%**
- Industrial or manufacturing uses: 10%"

Based on the current improvements, and the given use of the site, total landscape percentage, including parking lots, falls at 8%. Excluding parking, total landscape percentage exceeds the minimum required at 16%.

Upon completion of this project, HISD will make considerations for phase two of improvements to Hutto Memorial Stadium in a future bond election. Outlines in phase two is considerations of improvements to right-of-way based on TIA, expanding the seating capacity, new visitor concessions and restrooms, and a new field house. Phase two would attempt to address any landscape deficiencies required by the UDC. Upon completion of this project, HISD will also begin design considerations for improvements to Hutto High School. Outlined in these improvements is a new fine arts addition, parking expansion to accommodate new addition, and any right-of-way adjustments needed based upon completion of TIA report.

Under the specific language of the Interlocal Agreement between the City of Hutto and Hutto Independent School District, we are requesting a specific use permit to allow for below minimum total landscape percentage.

As listed in the requirements of the SUP application, see below for all property owners within **600ft** of the above-mentioned property:

1. FAAEQ, AHMMED & HANAH MOHAMED
 - a. 217 WARNER BND, HUTTO, TX 78634
2. GALLATIN, MARSHALL D
 - a. 215 WARNER BND, HUTTO, TX 78634
3. SLIWA, KARRI BETH
 - a. 213 WARNER BND, HUTTO, TX 78634
4. PAINTER, SHERRI K
 - a. 211 WARNER BND, HUTTO, TX 78634
5. BRIDGES, JEROME & MAUREEN W BURNELL-BRIDGES
 - a. 209 WARNER BND, HUTTO, TX 78634
6. KROPP, KRISTA D
 - a. 207 WARNER BND, HUTTO, TX 78634
7. GOODYEAR, VEDA
 - a. 205 WARNER BND, HUTTO, TX 78634
8. AMBER WAVES PROPERTIES LLC – SERIES 102
 - a. 219 WARNER BND, HUTTO, TX 78634
9. STANLEY, DEVIN L
 - a. 221 WARNER BND, HUTTO, TX 78634
10. BUTLER, GERI
 - a. 223 WARNER BND, HUTTO, TX 78634
11. VEAL, SARETA R
 - a. 225 WARNER BND, HUTTO, TX 78634
12. FROST BENJAMIN D & BECKY A
 - a. 227 WARNER BND, HUTTO, TX 78634
13. HUYNH, DAT B & ANH LA
 - a. 301 WARNER BND, HUTTO, TX 78634
14. MCGLORY, MARCUS & DEBRA
 - a. 303 WARNER BND, HUTTO, TX 78634
15. OFFIRD, MICHAEL A
 - a. 305 WARNER BND, HUTTO, TX 78634
16. BOWEN, BRANDON & MANDI
 - a. 307 WARNER BND, HUTTO, TX 78634
17. LEVISEUR, JESSIE ANN
 - a. 101 BROCK CV, HUTTO, TX 78634
18. RODRIGUEZ, PATRICIA A
 - a. 103 BROCK CV, HUTTO, TX 78634
19. LERMA, ROGELIO & ESTHER
 - a. 105 BROCK CV, HUTTO, TX 78634
20. LABAR, TWILA J
 - a. 107 BROCK CV, HUTTO, TX 78634
21. HOCHSTEIN, CAROLYN A
 - a. 106 BROCK CV, HUTTO, TX 78634
22. PROCTOR-LEE, INGRID R
 - a. 104 BROCK CV, HUTTO, TX 78634
23. ENDER TIMOTHY & JANET
 - a. 102 BROCK CV, HUTTO, TX 78634
24. CLOUD CANDACE &
 - a. 100 BROCK CV, HUTTO, TX 78634
25. JOSHUA, PAMELA & LOYCE JOSHUA & VERRIE JOSHUA-ARCHIE

- a. 200 JANIS MAE DR, HUTTO, TX 78634
- 26. BURGESS, ROGER & ROSE
 - a. 202 JANIS MAE DR, HUTTO, TX 78634
- 27. OVERTON, SONNETA
 - a. 204 JANIS MAE DR, HUTTO, TX 78634
- 28. IDEHEN, SYLVESTER
 - a. 206 JANIS MAE DR, HUTTO, TX 78634
- 29. PEREZ, LUPE CHERYL
 - a. 208 JANIS MAE DR, HUTTO, TX 78634
- 30. CORTEZ, ELIZABETH M
 - a. 122 EMMA LYNN LN, HUTTO, TX 78634
- 31. MATTHEWS, JASON & WHITNEY NICOLE
 - a. 120 EMMA LYNN LN, HUTTO, TX 78634
- 32. COLQUITT, JOSHUA MICAH
 - a. 118 EMMA LYNN LN, HUTTO, TX 78634
- 33. WALSH, JOSEPH & MARK & LAURA & CHARLOTTE GOERTZ & MELISSA WALSH SCHAEFER
 - a. 116 EMMA LYNN LN, HUTTO, TX 78634
- 34. MCCLAIN, JONATHAN E
 - a. 114 EMMA LYNN LN, HUTTO, TX 78634
- 35. PEREZ, SHARLENE P & ERNEST
 - a. 123 EMMA LYNN LN, HUTTO, TX 78634
- 36. GOODING, CONNIE J
 - a. 121 EMMA LYNN LN, HUTTO, TX 78634
- 37. THOMAS, ROBERT GRAFTON
 - a. 119 EMMA LYNN LN, HUTTO, TX 78634
- 38. REYNOLDS, EDWARD E
 - a. 117 EMMA LYNN LN, HUTTO, TX 78634
- 39. BOLZ, RICHARD & KIMBERLY R KRAUS
 - a. 115 EMMA LYNN LN, HUTTO, TX 78634
- 40. MARCIEL, VERA
 - a. 212 WARNER BND, HUTTO, TX 78634
- 41. BUCK, JAMES R & ANA PADILLA RODRIGUEZ
 - a. 210 WARNER BND, HUTTO, TX 78634
- 42. KILLIAN, ELSA GUADALUPE & BILLY JOE JR
 - a. 208 WARNER BND, HUTTO, TX 78634
- 43. VALDEZ, MANUEL A & MARIA A
 - a. 206 WARNER BND, HUTTO, TX 78634
- 44. STOLL, SHELLY & DAVID SISMOUR
 - a. 204 WARNER BND, HUTTO, TX 78634
- 45. BRONDEL, SCOTT & ANGEL R
 - a. 126 PAIGE BND, HUTTO, TX 78634
- 46. AGOSTO, BLAS T & JILL C
 - a. 124 PAIGE BND, HUTTO, TX 78634
- 47. VANDER WIEDE, KENAN & FLORINA Q
 - a. 128 PAIGE BND, HUTTO, TX 78634
- 48. BERTRAND, JEROLD J, Jr
 - a. 130 PAIGE BND, HUTTO, TX 78634
- 49. PRATUS ENTERPRISES LLC
 - a. 122 PAIGE BND, HUTTO, TX 78634
- 50. HUSAIN FARHAN (TOD) & TAZEEN IQBAL HUSAIN (TOD)
 - a. 100/102 MARVIN CV, HUTTO, TX 78634

51. RAHMAN, NASIR & AZRA NASIR
 - a. 104/106 MARVIN CV, HUTTO, TX 78634
52. HANNA, MAMDOUH & DONNA
 - a. 108/110 MARVIN CV, HUTTO, TX 78634
53. CONLEY, JACQUELINE & KENNETH FLUHR
 - a. 112/114 MARVIN CV, HUTTO, TX 78634
54. YANG, ZHAN & CHAO
 - a. 116/118 MARVIN CV, HUTTO, TX 78634
55. WANG, LI & LIN YANG
 - a. 120/122 MARVIN CV, HUTTO, TX 78634
56. SOCKS AND SANDALS LLC
 - a. 677 WEST FRONT ST, HUTTO, TX 78634
57. IN MY PARENTS BASEMENT INC
 - a. 671 FRONT ST W, HUTTO, TX 78634
58. HOLMSTROM, JOHN T
 - a. 665 FRONT ST W, HUTTO, TX 78634
59. ALI, RAAZIA M & ADEEL
 - a. 101/103 MARVIN CV, HUTTO, TX 78634
60. TREATY CREEK INVESTMENTS LLC
 - a. 670 WEST FRONT ST, HUTTO, TX 78634

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Tim Kunz
Principal



Attachment – (Exhibit A, Exhibit B)



(150)

**PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE**

PLANNING & ZONING COMMISSION ON:

JULY 6, 2021

CITY COUNCIL ON:

JULY 15, 2021

MEETING LOCATION:

500 W. Live Oak Street – City Hall

MEETING TIMES:

7:00 PM

Notice is hereby given to all interested persons that the **HUTTO PLANNING & ZONING COMMISSION** and the **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the Specific Use Permit request for the property known as **573 Chris Kelley Boulevard (Hutto ISD Stadium)**, to allow a reduction in the required landscaping (UDC 10.407.5).

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak Street, Hutto, TX 78634.
2. Email your response to: planning@huttotx.gov Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

=====

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Specific Use Permit request for the property known as 573 Chris Kelley Boulevard (Hutto ISD Stadium).

Name:

21044 SHERMAN WAY, LLC, STEPHEN McLOY - MEMBER MANAGING

Address:

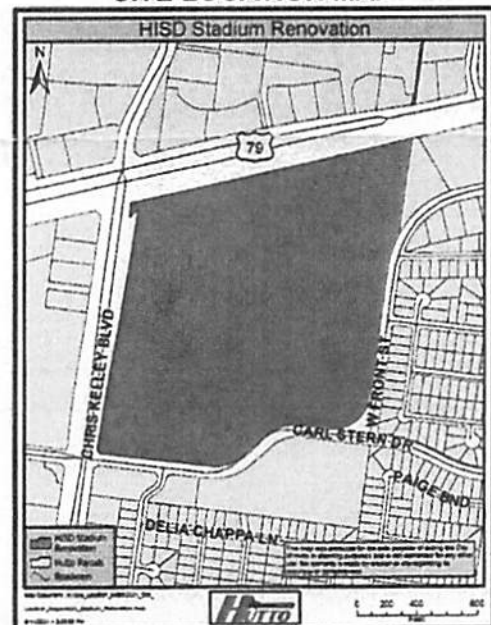
560 US-79

☒ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP





PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE
PLANNING & ZONING COMMISSION ON: **JULY 6, 2021**
CITY COUNCIL ON: **JULY 15, 2021**
MEETING LOCATION: **500 W. Live Oak Street – City Hall**
MEETING TIMES: **7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING & ZONING COMMISSION** and the **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the Specific Use Permit request for the property known as **573 Chris Kelley Boulevard (Hutto ISD Stadium)**, to allow a reduction in the required landscaping (UDC 10.407.5).

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak Street, Hutto, TX 78634.
2. Email your response to: **planning@huttotx.gov** Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Specific Use Permit request for the property known as 573 Chris Kelley Boulevard (Hutto ISD Stadium).

Name:

Paul + Bethany Lovell

Address:

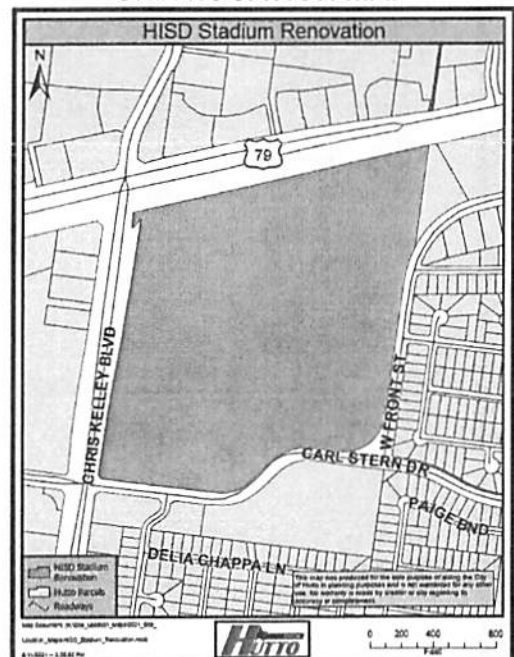
138 Paige Bend Hutto, TX 78634

☒ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



ORDINANCE NO. O-2021-041

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A REDUCTION IN REQUIRED LANDSCAPING FOR A SCHOOL IN THE SF-1 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT ON 75.89 ACRES, MORE OR LESS, OF LAND, KNOWN AS THE HUTTO INDEPENDENT SCHOOL DISTRICT (HISD) PROPERTY, 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 of landscaping for a school on the property known as the HISD property, described in Exhibit "A", being attached hereto and incorporated herein, and;

WHEREAS, on the 6th 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 of the proposed Specific Use Permit request on the 6th day of June, 2021, and;

WHEREAS, on the 15th 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 modification of the approval shall require a new Specific Use Permit.

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 **15th** 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 **15th** 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

AGENDA ITEM REPORT



To: Planning and Zoning Commission
Subject: Holding a public hearing and possible action on Ordinance No. O-2021-042 approving Durango Farms Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and associated parking requirements. (Ashley Lumpkin)
Meeting: Thursday, July 15, 2021
Department: Development Services
Staff Contact:

BACKGROUND INFORMATION:

Durango Farms Planned Unit Development (PUD) was approved in 2019 and is currently under construction. The amendment, as submitted, is attached with the specific changes highlighted in yellow within the document.

SUMMARY OF REQUEST:

The amendment proposes to increase the maximum allowed size of a daycare to 12,000 sqft. The PUD follows the UDC criteria unless otherwise modified within the PUD. The Unified Development Code allows a daycare by-right, but limits the size to 2,500 sq ft within the Local/Neighborhood Commercial zoning district.

The proposed amendment also seeks to modify the maximum allowed parking from 1 space/employee plus six spaces to 1 space/employee plus 40 places to accommodate the associated drop off/pick up traffic that occurs inherently with a daycare.

STAFF REVIEW:

The local/neighborhood commercial (B-1) district is intended "for low-intensity retail uses, offices and personal services intended to serve residents of the adjacent neighborhood. B-1 zoned land should only be grouped together at the intersections of busier non-local streets." The allowance of a larger daycare within the PUD area that has previously been designated as non-residential will continue to serve the surrounding residential development.

However, the day care size limitations are not present within the more intense, General Commercial (B-2 zoning district. Thus, staff recommends reiterating the buffer requirements found in 10.403.6 to be added to the new language to ensure the use is limiting the direct impact on the existing and future adjacent residential uses. Specifically, buffer type b:

A medium level bufferyard ("b") shall consist of the following:

- A 20 ft. wide planting area; or a 15 ft. wide planting area plus a 6+ ft. tall masonry wall;
- Two (2) native tall trees and one (1) native short tree per every fifty (50) linear feet of bufferyard.

AGENDA ITEM REPORT



- For bufferyards where the optional 6+ ft. tall masonry wall is not provided, a continuous landscape hedge not less than 3 ft. in height is required

At the time of publishing the packet, staff received ten responses to the public notification with five objections and five in favor. One resident spoke against the rezoning and indicated the developer/home builder in Mager Meadows (east of FM1660N) had indicated the area would remain undeveloped.

Planning and Zoning Commission recommend approval of the amendment with the additional buffer language with a 3-1 vote, Commissioner Schwerdtfeger opposing.

FINANCIAL IMPACT:

None at this time.

POLICY IMPLICATIONS:

None at this time.

ATTACHMENTS:

1. DurangoOrdAmnd1
2. Durango Farms PUD amendment 1 5-5-2021
3. Favor(North)
4. Favor(Wolfe)
5. Favor(Zarlengo)
6. Object(Jimenez)
7. Russ - In Favor
8. Abrew - Favor
9. Object(Peek)
10. Notification responses

ORDINANCE NO. O-2021-042

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE DURANGO PLANNED UNIT DEVELOPMENT (PUD) ZONING ORDINANCE ADOPTED IN ORDINANCE NO. 19-09-19-10G, BY REPLACING THE DEVELOPMENT PLAN WITH THE REVISED PLAN ATTACHED AS EXHIBIT "B" AND ATTACHED HERETO, FOR 105.2 ACRES, MORE OR LESS, OF LAND, IN HUTTO, WILLIAMSON COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; 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 amend the Durango Planned Unit Development (PUD) to increase the allowable daycare use size and associated parking maximums attached as **Exhibit "B"** being attached hereto and incorporated herein, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 5th day of July 6, 2021 and;

WHEREAS, on the 15th day of July, 2021, after proper notification, the City Council held a public hearing on the requested amendment, and;

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

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, 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.

That the City Council has considered and made findings on the following matters regarding the proposed amendment:

- 1) The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design; and
- 2) The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value; and
- 3) The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design; and
- 4) The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site; and
- 5) The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience; and

- 6) The PUD will be served by adequate facilities including streets, fire protection, water and sanitation; and
- 7) The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or arrangements are made to mitigate impacts; and
- 8) PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

That the Durango (PUD) is hereby amended for the property described in the **Exhibit "A"**, attached hereto and incorporated herein, and the Development Plan attached hereto as **Exhibit "B"** and incorporated herein.

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 **15th** day of **July, 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 **15st** day of **July, 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

Durango Farms

**City of Hutto, Texas
Planned Unit Development (PUD)**

**Exhibit A
Development Plan**

October 10, 2019

Amendment 1: May 5, 2021

Applicant:

**MA Partners
15443 Knoll Trail Road
Suite 130
Dallas, Texas 75248**

Prepared by:

**SEC Planning
4201 W. Parmer Lane
Building A, Suite 220
Austin, TX 78727**

Table of Contents

1. GENERAL PROVISIONS

1.1	Title.....
1.2	Purpose and Intent.....
1.3	Applicability of City Ordinances.....
1.4	Severability.....
1.5	Amendments to Ordinance.....
1.6	Definitions.....

2. DEVELOPMENT PLAN and LAND USES

2.1	Permitted Uses in the PUD.....
2.2	Use Descriptions and Standards.....

3. DEVELOPMENT STANDARDS

3.1	General Standards.....
3.2	Site Design Standards.....
3.3	Architectural Standards.....
3.4	Landscaping.....
3.5	Streets.....
3.6	Common Open Space.....
3.7	Walls and Fencing.....
3.8	Outdoor Lighting.....
3.9	Signs.....

4. Exhibits

	Legal Description – Exhibit B
	Land Use Plan-Exhibit C
	Covenants, Conditions and Restrictions-Exhibit D

1. GENERAL PROVISIONS

1.1 Title

This ordinance is known as the “Durango Farms District” Planned Unit Development Ordinance and may be cited as “Durango Farms” PUD.

1.2 Purpose and Intent

The purpose of this Plan is to ensure a PUD that creates a mixed use development that is: 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements, 2) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 3) is adequately provisioned by essential public facilities and services, and 4) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

1.3 Applicability of City Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this PUD Plan. All aspects not specifically covered by this Plan shall be regulated by the UDC “Unified Development Code of the City of Hutto, Texas” (“UDC”) in effect on the date of adoption of this ordinance. In those cases where in conflict, this PUD shall take precedence over the UDC.

1.4 Severability

In case one or more provisions contained of this Plan are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions of this Plan and in such event, this Plan shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Plan.

1.5 Amendments to Ordinance

Technical, site planning or engineering considerations that meet the intent of this PUD may call for minor modifications from the approved PUD. The Development Services Director may approve minor modifications if they promote flexibility in design and are consistent with the intent of the original PUD approval.

Modifications to the PUD shall be administered as follows:

Modifications of the Concept Plan pertaining to (a) roadway and trail alignments; (b) changes in the density of specific sections or phases shown on the Concept Plan that do not increase the overall density of development on the Land, and (c) changes of less than ten percent (10%) in the size of any section or phase shown on the Concept Plan, shall be considered “Minor Modifications” over which the City’s Development Services Director has final review and decision-making authority. In addition, the City may request modifications to the Concept Plan relating to roadway and trail alignments if necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations, all of which shall be considered Minor Modifications over which the City’s Development Services Director has final review and decision-making authority.

All other changes to the Concept Plan that are not Minor Modifications shall be considered “Major Modifications.” Major Modifications to the Concept Plan must be approved as an amendment to this PUD Ordinance by the City Council. After approval by the City in accordance with these requirements, all Minor Modifications and Major Modifications to the Concept Plan shall be recorded by the City at the Property owner’s expense in the Official Records of Williamson County, and thereafter, all references in this Development Plan to the Concept Plan shall mean and refer to the then most current approved and recorded Concept Plan.

Minor Modifications to the Concept Plan allowed by this Development Plan shall not be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code. All Major Modifications to the Concept Plan shall be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code, and the provisions of the UDC and all other applicable laws and regulations in effect at the time of such Major Modifications shall apply unless the City agrees otherwise.

Approval of this Development Plan does not constitute plat or site plan approval, and all development related approvals required by the UDC are still required. The request for an amendment to the PUD Ordinance shall not subject the entire application to public hearing, but only that portion necessary to rule on the specific issue requiring the relief.

1.6 Definitions

Definitions set forth in the UDC, including general abbreviations, terms definitions and conditions for use indicated throughout this ordinance shall apply to this PUD.

2. DEVELOPMENT PLAN and LAND USES

2.1 Permitted Uses in the PUD

The purpose of the Plan is to provide a mixed-use development including retail, multi family and single family residential uses. **Exhibit C**, illustrates the location of the Plan area and the proposed land use blocks.

For the purpose of addressing any development regulation not modified within this PUD, the following City of Hutto UDC base zoning districts shall be utilized for the following uses:

Single Family: SF-1

Townhouse: SF-2

Multi Family: MF

Non Residential: B-1

Permitted uses within the boundaries of the PUD are as listed in the below land use table:

PERMITTED USES

Use	Conditions
<u>Residential</u>	
Multifamily	
Dwelling: Single Household Attached Townhouse	1
Single Family residential	3
Single Family village	3
Single Family zero lotline	3
<u>Non-Residential</u>	
Hotel	2
Library	
Community Service	
Government Facilities	
Park	
Amenity/Recreation Center	
Restaurant/Bar	
Food Catering (accessory or secondary to restaurant or bakery)	
Live/Work Units	
Office: Professional	
Office: Medical	
Veterinary Clinic	
Personal and business service shop	

Print Shop	
Retail Sales and Service (other than the uses listed below)	
Bakery	
Bank	
Convenience Store	

Use-Non Residential	Conditional Use
Day Care: Child (1-6 children)	
Day Care: Child (greater than 6 children)	4
School: no more than 5 students	
School: at least 6 students	
Public Utility Substation	
Bed and Breakfast	
Bus Stops	

Temporary Uses

Temporary uses	
Construction equipment storage lot	
Construction field office	
Portable storage container	
Temporary building	

Accessory Uses

Accessory uses	
Antenna, non residential use: other	
Drive through facility	
Satellite dish	
ATM machines – stand alone	

Conditions of Use

- (1) Townhouse
 - (a) Development standards not addressed in this Plan shall comply with the SF-2 zoning district of the Code, as amended.
 - (b) Parking: A minimum of 2 parking spaces are required per unit. At least one (1) of the required spaces must be garage enclosed.
 - (c) Units shall be oriented to the street or public green and be elevated a minimum of 18 inches from the adjacent sidewalk.
 - (d) Garages shall be oriented towards an alley at the rear of the unit and the rear setback shall be measured from the edge of the alley.
- (2) Hotel
 - (a) Hotel use up to 60 feet in height is limited to Parcel 6, as illustrated on the Land Use Plan, Exhibit C.
- (3) Single Family Residential
 - (a) Proposed Durango Farms single family lots that are adjacent to existing Old Town residences must face onto East Street and Main Street.
- (4) Daycare
 - (a) The maximum daycare building size allowed within the Durango Farms PUD shall be 12,000 s.f. Outdoor play equipment and recreation space is allowed in fenced enclosure adjacent to daycare buildings.

2.2 Use Descriptions and Standards

Unless otherwise modified within this PUD, refer to the UDC for definitions of uses and standards for residential uses, commercial and retail uses, industrial uses, institutional and civic uses, temporary uses and accessory uses.

Prohibited Uses

Uses not listed in the “Permitted Use” table in section 2.1 shall be deemed prohibited unless determined to be appropriate under the conditions outlined for “New and Undefined Uses”.

New and Undefined Uses

As commerce and technology evolve, new types of land uses will develop and forms of land use not anticipated may seek locations in the Durango Farms PUD. To provide for contingencies, the Development Services Director will consider the appropriateness of an undefined use within the PUD area. Approval criteria include:

- Impacts of the use, including externalities and use of public services and infrastructure,
- The use is similar in nature and impact to a use listed and defined as a permitted use in the PUD.
- The use is consistent with the intent of the PUD district.
- The use conforms to the intent of the PUD, UDC and applicable plans
- The interpretation does not lower the protection given to the public by the PUD and UDC.
- The use does not have the potential to create a dynamic that would harm the vitality or future development potential of surrounding commercial, industrial and residential areas.

3. DEVELOPMENT STANDARDS

3.1 General Standards

3.1.1 Lot dimensions and area

	Single Family SF-1	Multi family MF-1	Townhome SF-2	Commercial/ retail/office/ B-1
Lot area (min)	4,000 sq. ft.(e)	20,000 sq. ft.	2,000 sq. ft.	20,000 sq. ft
Lot width at building line (min)	40 ft. (e)	100 ft.	20 ft.	100 ft.
Front yard setback	15 ft./20 ft (a)	25 ft.	15/20 ft. (a)	20 ft.
Side yard (min)	0/5 ft. (b)	10 ft.	0 ft. for common walls or 5 ft. (b)	0 ft. for common walls or 10 ft. (b)
Rear yard (min)	10 ft.	25 ft.	10 ft.	25 ft.
Side and rear yard for accessory building (min)	5 ft.	Same as main Building (c)	Same as main building (c)	Same as main building (c)
Spacing between buildings (min)		20 ft.	10 ft.	10 ft.
Building height (min/max)	35 ft.	3 story max	35 ft.	35 ft./60 ft. (f)
Building height, accessory (max)	15 ft.	15 ft.	15 ft.	15 ft.
Lot Coverage	(d)	80% (d)	80% (d)	95% (d)
Sidewalks (min width along local streets)	4 ft.	8 ft.	4 ft.	8 ft.

- (a) Front setback may be 15 feet for alley loaded homes. Front setback shall be a minimum of 20 feet for front loaded homes.
- (b) Side setback of 0 feet is allowed only for internal attached buildings with a common wall or for zero lotline single family homes.
- (c) Accessory buildings are not permitted between the front building line of the primary building and the public right of way.
- (d) The buildable density on a lot shall be governed by the height, setback and lot coverage requirements only.
- (e) Lots less than 50 feet in width or less than 5,000 s.f. will be served by a rear alley.
- (f) 60 foot height is limited to Parcel 6 of the Land Use Plan, Exhibit C

3.1.2 Setback encroachment exceptions

Type of structure or use	Residential uses	Non-residential uses
Air conditioning equipment	Any part of the side and rear yard. Must be screened from view	n/a
Arbors and trellises	Any yard, at least 5 ft. from neighboring PL	
Awnings / Galleries	No more than 3 ft. into front, side or rear setback; may hang over easements	8 feet of vertical clearance required.
Bay windows, entry vestibules, overhanging eaves	No more than 3 ft. into any setback	
Ramps and other access devices required by the ADA	Any yard on the site as long as they do not impede pedestrian flow	
Retaining walls	Any yard on the site	

3.1.3 Buffer yards

3.1.3.1 Landscape buffer yard shall be provided along the eastern boundary of the PUD along FM 1660.

- 20 ft. from FM 1660 right-of-way
- Landscape for the buffer yard shall be planted per the requirements of Section 3.4.2 of this PUD.

3.1.4 Screening

3.1.4.1 Loading area screening

Off-street loading areas must be fully screened from view from public streets and open spaces. Wing walls, landscape screens, changes in building orientation and/or other architectural elements must be used to buffer loading docks. Loading docks shall be located no more than 100 ft. from a single family residential use or lodging establishment.

Refer to Landscape, section 3.4 of this PUD for planting requirements.

3.1.4.2 Dumpster screening

Dumpster enclosures within the PUD must be located at least 25 ft. from

a residential use. Dumpsters must be screened from public streets and pedestrian gathering areas with masonry walls and enclosure gates that are compatible with the architectural theme of the adjacent building(s).

Refer to Landscape, section 3.4 of this PUD for planting requirements.

3.1.4.3 Parking lot screening

Parking lots that are visible from a public street must be screened from the adjacent street and walkway by a minimum 6 foot wide landscape area. Three and a half foot tall screen wall, shrubs, trees or a combination of the above may be placed in the 6 foot landscape screening area.

Refer to Landscape, section 3.4 of this PUD for planting requirements.

3.1.4.4 Mechanical equipment screening

Rooftop mechanical equipment must be hidden or screened with architecturally integral elements at least as high as the equipment to be screened.

Ground mounted mechanical equipment must be hidden or screened with architecturally integral wing walls and/or landscaping.

Solar panels are exempt from mechanical equipment screening standards.

Refer to Landscape, section 3.4 of this PUD for planting requirements.

3.1.4.5 Utility equipment screening

Electric meters, switch boxes, panels, conduit and related utility equipment must be placed in the most inconspicuous location possible. Where allowed by utility provider, paint all utility equipment to match adjacent building or landscape, or provide landscape screening in compliance with the UDC.

Utility equipment located in an area that may be frequently seen by the general public must be screened with a wing wall architecturally integrated into the host structure or painted to match the primary building color.

3.2 Site Design Standards

3.2.1 Water Bodies and Retention Areas

3.2.1.1 Shape/Slope

Permanent wet retention ponds visible from a street or other public area must be designed to appear natural by having curvilinear edge treatments.

Retention basins must be designed with at least 5:1 side slopes to 2 ft. below the normal water line.

3.2.1.2 Landscaping Areas

- Landscape islands of at least 162 sq. ft. must be placed at both ends of a parking row.
- Parking rows cannot extend for greater than 10 spaces without an interrupting landscape island of at least 162 sq. ft.
- A 10 ft. landscape median shall be provided between every other parking bay, unless space constraints exist and it is not physically possible to comply and still create a functioning parking lot. The planning director shall have authority to approve modifications on a case by case basis.

3.2.2 Parking and Loading Space Bulk Standards

3.2.2.1 Parking space dimensions

Parking spaces must have the following minimum dimensions:

- Standard parking space (perpendicular or angled to the aisle): 9 ft. x 18 ft.
- Compact parking space: 7.5 ft x 16.5 ft.
- Standard parking space (parallel to the aisle): 8 ft. x 23 ft.
- Handicapped parking space: 9 ft. x 18 ft., plus a clear 5 ft. x 18 ft. loading area to the side. Two handicapped spaces may share one

loading area.

- Motorcycle space: 4.5 ft. x 9 ft.
- Off-street loading space: 12 ft. x 25 ft.
- Bicycle space: a stationary object where a user can secure both wheels and the frame of the bicycle with a 6 ft. cable and lock. The stationary object may be a freestanding bicycle rack, a wall-mounted bracket, an enclosed bicycle locker, a three point bicycle rack or a fenced, covered, locked or guarded bicycle storage area.

3.2.3 Parking Requirements

3.2.3.1 Required parking spaces

Uses shall provide the amount of parking that is necessary to meet anticipated normal demand. Up to 15% of the total provided parking spaces for each individual site plan within the overall development may be Compact Parking Spaces: The minimum number of required parking spaces for a use is as follows:

Commercial use classification	Required specs (minimum)	Maximum Spaces
Multi-tenant retail buildings;	1 per 400 sq. ft. GFA	1 per 200 sq. ft. GFA
Restaurant	1 per 150 sq. ft. GFA	1 per 75 sq. ft. GFA
Retail uses including: performing art studio, bank, bakery, retail, convenience store, gas station, instructional facility, personal and business service shop, print shop, retail store	1 per 400 sq. ft. GFA	1 per 200 sq. ft. GFA
Office uses, including medical office, professional office, civic uses	1 per 400 sq. ft. GFA	1 per 200 sq. ft. GFA
Child day care facility	1 per employee + 3	1 per employee + 40
Townhouse	2 spaces	N/A
Multi Family	1 space per unit + .5 per bedroom	N/A
Single Family	2 spaces per unit	N/A

3.2.3.2 Bicycle parking

One or more bicycle parking spaces must be provided for every 20 vehicle parking spaces required as a minimum for non-residential uses.

3.2.3.3 Space computation and fractions

Fractional results will be rounded up when computing the number of required parking spaces.

3.3 Architectural Standards

3.3.1 Design Guidelines

Building design within the Durango Farms PUD shall comply with the architectural design criteria outlined in the City of Hutto Unified Development Code (UDC) in place at the time of approval of this PUD.

In addition to the requirements of the City UDC, the Owner will establish an Architectural Review Committee for the project in order to maintain a comprehensive and complementary architectural style throughout the PUD area. The Owner shall establish an Architectural Review Committee (ARC) composed of an architect, landscape architect, one City of Hutto staff member, and the Owner.

The ARC shall establish design guidelines to specify the architectural style, materials and colors to be used, in addition to building and site orientation. For each project, items such as architectural elevations, material sample boards and color samples shall be submitted to the ARC for their review and approval. An approval letter from the ARC shall be submitted with the corresponding applications to the City for site development and building permits. The approval of the ARC shall not take the place of any and all required submittals to the City, County or other governmental agency as necessary to receive regulatory approvals.

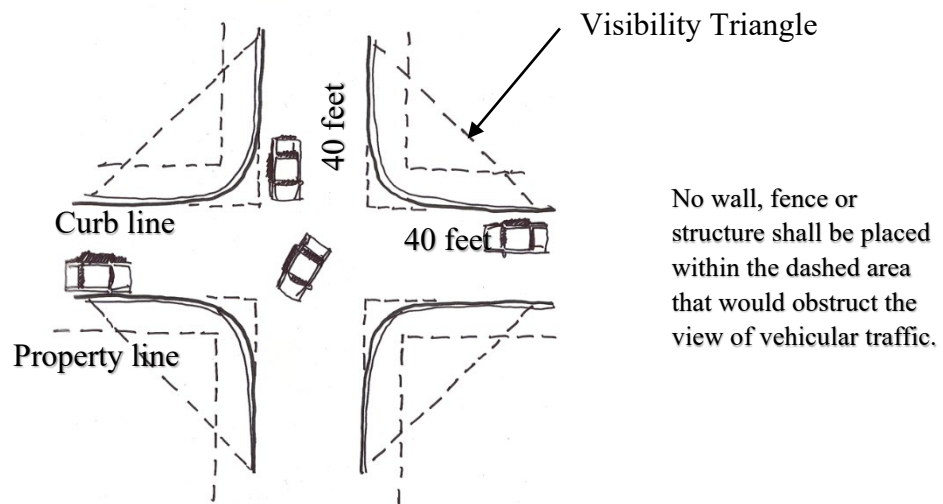
Refer to Exhibit D for Covenants, Conditions and Restrictions (CCRs) that will apply to the Durango Farms PUD.

3.4 Landscaping

3.4.1 General Standards

3.4.1.1 Visibility

Shrubs growing over 3 ft. tall at maturity must be placed at least 10 ft. from curb cuts. This is to maintain clear driver sight distance at driveway-street intersections. Visibility triangles shall be measured from the face of the curb to the face of the curb at intersections and driveways, measuring forty (40) feet along the sides of the triangle that face the intersection.



3.4.1.2 Utilities

Trees must be placed at least 10 ft. from streetlights, 5 ft. from wet utilities and 4 ft. from gas lines, unless otherwise approved by a City Development Services designee.

3.4.2 Required Landscaping:

3.4.2.1 Landscaping areas

Area	Native tall trees (minimum)	Native small trees (minimum)	Native shrubs (minimum)
Landscape buffer FM 1660	1 per 40 ft. of linear buffer	1 per 40 ft. of linear buffer	1 per 5 ft. of linear buffer
Street frontage along internal, public streets – “Street Trees”	1 per 40 ft. of street frontage unless interruption is needed for utility conflict	Optional	Optional
Rear yard trees on lots wrapping the perimeter of the project.	Min. of 1 tree per lot in the back yard		
Parking lots: landscape islands in rows and at row ends	1 per island if terminating or interrupting one row; 2 per island if terminating or interrupting two rows	Optional	2 per island if terminating one row; 4 per island if terminating or interrupting two rows. Shall not impede visibility.
Parking lots: landscape buffers between parking lot and public street or pedestrian area.	1 per 40 ft. of linear landscape area	1 per 30 ft. of linear landscape area	1 per 5 ft. of linear landscape area
Interior Parking: 10 ft. landscape median between every other parking bay	1 per 60 ft of linear landscape area	1 per 25 ft of landscape area	
Dumpster Screening (*does not apply when the enclosure is an architectural extension of a principal building)		1 on each of the three sides of the enclosure, except the side where the gate is located.	1 per 4 linear ft of wall constructed
Ground Mounted Equipment			1 per 3 ft of linear landscape around boundary, except the side where access is located.
Medians	1 per 50 ft. of linear median	Optional	Optional
Other areas (retention and detention basins, open space, etc.)	1 per 2,500 sq. ft. of landscape area	1 per 5,000 sq. ft. of landscape area	2 per 1,000 sq.ft. of landscape buffer

3.4.3 Tree and shrub size

Native tall trees must have a caliper of at least 3 in. and 10-12 ft. ht.
Native small trees must have a caliper of at least 1.5 in. and 8-10 ft. ht.
Planted shrubs must have a minimum 3-gallon container or be at least 18 in. tall.

3.4.4 Street Trees

- (1) Planted a maximum of 40' on center except when an interruption is needed for a utility or desired view into a park or open space.
- (2) Trees shall be located a minimum of ten feet (10') from a building.
- (3) Located within a minimum six-foot (6') wide planting strip or within an 6'x6' tree grate.
- (4) Sized at a minimum of three (3") caliper;
- (5) All trees should be pruned of branches that overlap into pedestrian walkways, parking spaces or drive aisles up to 9 feet high to allow for safe passage.
- (6) The following tree species are recommended for Street Trees. The same species shall be used along a contiguous street frontage for a visual consistency.

<u>Common Name</u>	<u>Scientific Name</u>
Carolina Cherry Laurel	<i>Prunus caroliniana</i>
Chinquapin Oak	<i>Quercus muehlenbergii</i>
Texas Red Oak	<i>Quercus buckleyi</i>
Cedar Elm	<i>Ulmus crassifolia</i>
Lacebark Elm	<i>Ulmus parvifolia</i>
Live Oak	<i>Quercus virginiana</i>
Mexican Sycamore	<i>Platanus mexicana</i>

3.4.5 Materials, maintenance and replacement

3.4.5.1 Plant materials

Plant choice must be based on the Central Texas ecological setting and site microclimate conditions.

3.4.5.1.1 Maintenance

Trees and vegetation, irrigation systems, fences, walls and other landscape elements are considered elements of the project in the same way as parking, building materials and other site details. The applicant, landowner or successors must be jointly and severally responsible for regular maintenance of all landscaping elements in good condition, including cedar privacy fencing, walls or other screening fencing within the community. Landscaping must be maintained free from disease, pests, weeds and litter.

A master community association will be established for the maintenance of landscape and irrigation areas located between the roadways and the building lines for internal projects as well as for all community signage, walls, medians, common open spaces, greenbelts, parks and detention areas. Sub associations may be formed for individual tracts as defined on **Exhibit C** of the PUD.

3.4.5.1.2 License Agreement

A License Agreement(s) shall be required for the installation and maintenance of any landscaping, signage or other similar facilities within the City right-of-way. Such facilities may include: Project entry signage at major intersections; directional signage; Street signs; Lighting, including enhanced street lights and landscape lighting; Intersection and crosswalk enhancements, consisting of pavers, stamped and/or integrated color concrete; Sidewalks; Landscaping, including plant beds and street trees; Site furnishings, such as benches, planters, trash receptacles; Irrigation; and Decorative Walls

The Owner shall make application for a License Agreement(s) at the time of Site Plan or construction plan submittal.

3.4.6 Irrigation

3.4.6.1 Automatic irrigation required

All plants on newly developed parcels must be irrigated with underground or drip irrigation.

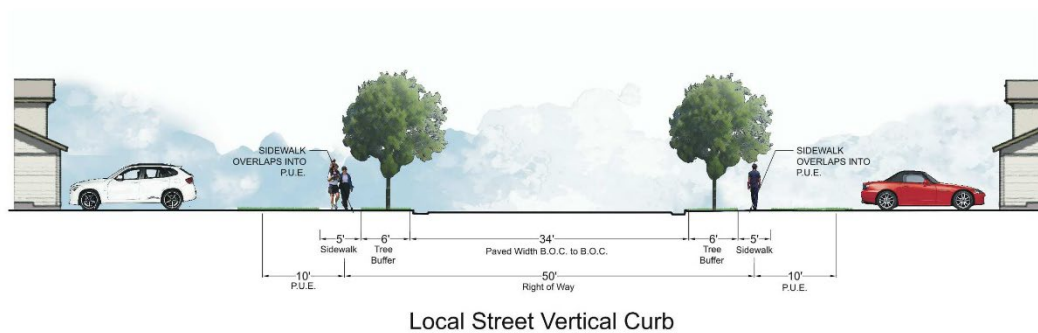
3.5 Streets

3.5.1 Street Alignment

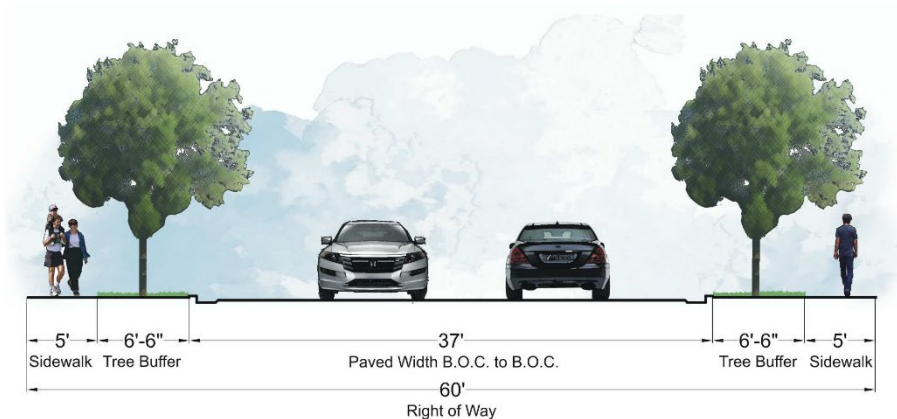
The precise alignment of the streets included in the Plan may be varied with City approval. **Exhibit C** illustrates the primary circulation pattern and the below street designations describe the planned streets within the PUD boundary.

3.5.2 Street Cross Sections

Local Street: 50 foot right of way. 33 feet of pavement face of curb to face of curb. 5 foot sidewalks on each side. Sidewalks may extend into the adjacent public utility easement.



Collector Roadway: 60 foot right of way. 36 feet of pavement face of curb to face of curb. 5 foot sidewalks on each side.



3.5.3 Alleys

An alley (residential or commercial) is a public street designed to provide access to the rear or side of a lot including garage access, solid waste access, fire access and utility easements.

- Alleys may be required in non-residential areas where it is necessary to provide for adequate access for service vehicles, off-street loading or unloading, access for emergency vehicles or similar reasons consistent with the intent of this PUD.
- Alleys may not access arterial streets.
- All alleys shall have at least two direct access points to public streets
- Alleys shall be 20 feet of right of way with 14 feet of pavement

3.5.4 Construction Traffic

In order to minimize disturbance to the Old Town District, no construction heavy truck traffic shall be allowed to access the property from the south, via East Street or Main Street. Heavy construction vehicles will be allowed to access the property from FM 1660 and Mager Lane.

3.6 Common Open Space / Parkland

3.6.1 Common Open Space

The Durango Farms PUD Parkland requirements shall be satisfied by a fee in lieu of payment for parkland contribution. The fee for parkland shall be calculated as \$300 per single family unit and \$175 per multi family unit.

The parkland fee in lieu calculation summary shall be provided with the preliminary plat. Payment of the parkland fee in lieu shall be provided prior to the recordation of a final plat for the number of units within said final plat.

In addition to the fee in lieu of parkland, an internal private park will be improved and will include but not be limited to the following amenities: picnic pavilion, playground, sport court, trails, open play field and off street parking.

No other fees or improvements shall be required beyond those outlined in this PUD.

All private open space and structures thereon shall be conveyed to and permanently owned and maintained by a Property Owner's Association (POA). The POA will adopt rules and regulations regarding access, permitted uses, security (policing) and maintenance responsibilities for the open spaces.

3.7 Walls and Fencing

3.7.1 Required walls

The following fence and wall types are required:

Required fence Area/purpose	Height		Acceptable types/materials
Dumpster and utility area	6 ft. – 8 ft.		Masonry (stone, brick, similar materials)
	Must include the same materials, finishes and detailing as the host structure. Gates must be visually and structurally solid; must be metal. Dumpsters and compactors cannot be unscreened unless they are used for a construction or demolition project on the site.		
Utility substation or facility	6 ft. – 12 ft. or sufficient to conceal the substation		Masonry (stone, brick, similar materials)
Single Family or Multi Family lot that backs up to park or open space	6 ft.		Decorative iron fence

3.8 Outdoor Lighting

3.8.1 General Standards

3.8.1.1 Display levels and light pollution

- Lighting must be designed to minimize light pollution and spillage on adjacent properties.
- Ornamental street lights shall be allowed along the internal collector and local streets.
- Illumination spillover onto adjacent residential zoned properties must be no more than 5 lux. Streetlights are exempted.

3.8.1.2 Design

- Light poles should have a base, middle and top.
- Light pole design must be consistent with the style, character and theme used throughout the PUD area.
- Light poles must be placed in landscape areas wherever possible.
- Light poles must not obstruct sidewalks or bicycle paths.

3.9 Project Identification Signs

Project identification signage within the PUD are identified on **Exhibit C** and shall comply with regulations outlined below. Additional signage beyond the project identification signs shall comply with the UDC unless modified in the following standards below or modified by a Master Sign Plan in the future:

3.9.1 Signs that are unique to the Durango Farms PUD and vary from the standard UDC sign regulations are as follows:

Type		Number	Maximum area	Maximum height	Minimum setback
Permanent Signs	Freestanding Project Identification Signs along FM 1660 on the east	1	150 sq. ft. per sign	25 ft.	10 ft. from adjacent right of way

3.9.2 Prohibited signs

- Pole/pylon Sign. Pole or pylon Signs are not allowed in the PUD boundary.

This prohibition does not apply to:

- Permanent development signs
- Signs placed by government authorities
- Banners placed on a light pole, utility pole or over a street as part of a special event of general civic interest
- Traffic and safety control signs incorporating flashing lights (i.e. stop sign with flashing lights to improve awareness of intersections and improve safety)

4. Exhibits

Legal Description – Exhibit B

Land Use Plan-Exhibit C

Covenants Conditions and Restrictions-Exhibit D

Exhibit B – Legal Description

Williamson County, Texas
E. Thomason Survey, Abstract No. 844
Canutillo Colony Ditch Company Survey, Abstract No. 693

10.554 Acres
Page 1 of 2

“EXHIBIT —”

DESCRIPTION OF 10.554 ACRES OF LAND IN THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 11.10 ACRE TRACT DESIGNATED AS TRACT TWO AND DESCRIBED IN THE DEED TO JERRY E. ROZNOVAK AND WIFE, HILDA ROZNOVAK OF RECORD IN VOLUME 443, PAGE 472, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.554 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½-inch iron rod with a plastic cap stamped “RJ Survey” (Grid Coordinates: N= 10,177,139.20, E= 3,174,174.80) found in the west right-of-way line of F.M. 1660, a variable-width right-of-way, in the north line of a certain called 96.99 acre tract designated as Tract One and described in said deed to Jerry E. Roznovak and wife, Hilda Roznovak of record in Volume 443, Page 472, Deed Records of Williamson County, Texas, at the easterly southeast corner of a certain called 201.06 acre tract described in the deed to Billie B. Davenport of record in Volume 1079, Page 938, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 4.758 acre tract described in the deed to the State of Texas of record in Volume 476, Page 605, Deed Records of Williamson County, Texas, and the northwest corner of a certain called 3.722 acre tract described in the deed to the State of Texas of record in Volume 476, Page 607, Deed Records of Williamson County, Texas, from which a concrete monument found in the east line of Lot 91, Block F, said Hutto Square Section 3, a subdivision according to the plat of record in Cabinet CC, Slides 138 and 139, Plat Records of Williamson County, Texas, at the northwest corner of the said 96.99 acre tract, same being a re-entrant corner of the said 201.06 acre tract bears N 82°15'43" W, a distance of 1,222.52 feet;

THENCE S 82°15'43" E, crossing the said F.M. 1660 right-of-way, a distance of 97.80 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set in the east right-of-way line of said F.M. 1660, in the north line of the said 11.10 acre tract, at the northeast corner of the said 3.722 acre tract and the southeast corner of a certain called 1.529 acre tract described in the deed to the State of Texas of record in Volume 476, Page 603, Deed Records of Williamson County, Texas, in the south line of a certain called 135 acre tract described in the deed to Janet Lynn Barnard, Trustee for the Janet Lynn Barnard Family 1984 Trust of record in Volume 1126, Page 800, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 65.234 acre tract conveyed to CMSAL-2 L.L.C. of record in Document No. 2011084930, Official Public Records of Williamson County, Texas, and described in Document No. 1999014821, Official Public Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found in the east right-of-way line of said F.M. 1660, in the east line of the said 1.529 acre tract, and the west line of a certain called 28.449 acre tract described in the deed to North Town Commons, LLC of record in Document No. 2007062953, Official Public Records of Williamson County, Texas, bears N 03°15'10" W, a distance of 192.32 feet, and from which a ½-inch iron rod found bears N 02°00'51" W, a distance of 10.60 feet;

THENCE S 82°15'43" E, with the north line of the said 11.10 acre tract and the south line of the said 135 acre tract, with the south line of the said 65.234 acre tract, with the north line of the tract described herein, a distance of 498.95 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set for the northeast corner of the said 11.10 acre tract, at a re-entrant corner of the said 135 acre tract, in the south line of the said 65.234 acre tract, for the northeast corner of the tract described herein;

THENCE S 07°38'01" W, with the east line of the said 11.10 acre tract and the west line of the said 135 acre tract, with the east line of the tract described herein, at a distance of 9.91 feet, passing a ½-inch iron rod with a plastic cap stamped “PAPE DAWSON” found, and continuing for a total distance of 17.36 feet to a calculated point for a southeast corner of the tract described herein, from which a ½-inch iron rod found bears N 74°00'05" E, a distance of 0.23 feet;

THENCE leaving the west line of the said 135 acre tract, crossing the said 11.10 acre tract, with a south, east, and north line of the tract described herein, the following three (3) courses and distances:

1. N 82°21'59" W, a distance of 50.00 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set for a re-entrant corner,
2. S 07°38'01" W, a distance of 50.00 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set for a re-entrant corner, and
3. S 82°21'59" E, a distance of 50.00 feet to a calculated point in the east line of the said 11.10 acre tract and west line of a certain called 72.025 acre tract described in the deed to Mager Meadows, LP of record in Document No. 2004018146, Official Public Records of Williamson County, Texas, for a northeast corner of the tract described herein, from which a ½-inch iron rod found bears S 61°01'59" E, a distance of 0.33 feet;

THENCE S 07°38'01" W, with the east line of the said 11.10 acre tract and the west line of the said 72.025 acre tract, with the east line of the tract described herein, a distance of 1,292.44 feet to a ½-inch iron rod found in the north line of a certain called

LandDev Consulting, LLC ▪ 5508 Highway 290 West, Suite 150, Austin, TX 78735 ▪ (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

Williamson County, Texas
E. Thomason Survey, Abstract No. 844
Canutillo Colony Ditch Company Survey, Abstract No. 693

10.554 Acres
Page 2 of 2

9.862 acre tract described in the deed to Herbert L. Prewitt and wife, Connie E. Prewitt of record in Volume 876, Page 655, Deed Records of Williamson County, Texas, at the southwest corner of the said 72.025 acre tract and the southeast corner of the said 11.10 acre tract, for the southeast corner of the tract described herein;

THENCE N 82°26'32" W, with the south line of the said 11.10 acre tract and the north line of the said 9.862 acre tract, with the south line of the tract described herein, at a distance of 2.07 feet, passing a concrete monument found 0.12 feet north of the line, and continuing for a total distance of 285.57 feet to a 5/8-inch iron rod found in the east right-of-way line of said F.M. 1660, and the south line of the said 11.10 acre tract, at a southeast corner of the said 3.722 acre tract and the northeast corner of a certain called 0.311 acre tract described in the deed to the State of Texas of record in Volume 476, Page 612, Deed Records of Williamson County, Texas, at the northwest corner of the said 9.862 acre tract, for the southwest corner of the tract described herein;

THENCE crossing the said 11.10 acre tract, with the east right-of-way line of said F.M. 1660, with the east line of the said 3.722 acre tract, with the west line of the tract described herein, the following four (4) courses and distances:

1. N 07°21'46" E, a distance of 421.34 feet to a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at an angle point,
2. N 07°33'54" E, a distance of 324.41 feet to a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at an angle point,
3. N 13°27'20" W, a distance of 513.66 feet to a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at an angle point, and
4. N 03°15'10" W, a distance of 138.59 feet to the **POINT OF BEGINNING** and containing 10.554 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of April and May, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 20th day of May 2019 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



LandDev Consulting, LLC ▪ 5508 Highway 290 West, Suite 150, Austin, TX 78735 ▪ (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

“EXHIBIT __”

DESCRIPTION OF 95.047 ACRES OF LAND IN THE J. SHELTON SURVEY, ABSTRACT NO. 560, THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THE W.J. BROWN SURVEY, ABSTRACT NO. 105, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 96.99 ACRE TRACT DESIGNATED AS TRACT ONE AND DESCRIBED IN THE DEED TO JERRY E. ROZNOVAK AND WIFE, HILDA ROZNOVAK OF RECORD IN VOLUME 443, PAGE 472, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF CAPITOL STREET, A 50-FOOT RIGHT-OF-WAY AS SHOWN ON THE HUTTO AND METCALFE ADDITION SUBDIVISION PLAT OF RECORD IN BOOK 66, PAGE 148, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS SHOWN ON THE REVISED MAP OF CITY OF HUTTO OF RECORD IN CABINET A, SLIDE 221, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 95.047 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped “RJ Survey” (Grid Coordinates: N= 10,177,139.20, E= 3,174,174.80) found in the west right-of-way line of F.M. 1660, a variable-width right-of-way, in the north line of the said 96.99 acre tract, at the easterly southeast corner of a certain called 201.06 acre tract described in the deed to Billie B. Davenport of record in Volume 1079, Page 938, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 4.758 acre tract described in the deed to the State of Texas of record in Volume 476, Page 605, Deed Records of Williamson County, Texas, same being the northwest corner of a certain called 3.722 acre tract described in the deed to the State of Texas of record in Volume 476, Page 607, Deed Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the easterly southeast corner of the said 201.06 acre tract, crossing the said 96.99 acre tract, with the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, with the east line of the tract described herein, the following five (5) courses and distances:

1. with the arc of a curve to the left, having a radius of 1,186.28 feet, an arc distance of 167.73 feet, and a chord which bears S 05°38'19" E, a distance of 167.59 feet to a calculated point-of-tangency, from which a destroyed Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found bears S 84°08'53" W, a distance of 0.45 feet,
2. S 09°45'32" E, a distance of 467.63 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-curvature,
3. with the arc of a curve to the right, having a radius of 1,106.28 feet, an arc distance of 335.98 feet, and a chord which bears S 01°06'29" E, a distance of 334.69 feet to a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found at a point-of-tangency,
4. S 07°51'42" W, a distance of 790.50 feet to a ¾-inch iron rod found at an angle point, and
5. S 07°39'43" W, a distance of 421.01 feet to a ½-inch iron rod with a plastic cap stamped “RJ Survey” found in the west line of the said 3.722 acre tract, in the north line of a certain called 0.51 acre tract described in the deed to Nadine Carole Johnson and Dennis Johnson of record in Document No. 2006083936, Official Public Records of Williamson County, Texas, for a southeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped “RPLS 1433” found in the west right-of-way line of said F.M. 1660 at the northeast corner of the said 0.51 acre tract bears S 82°31'24" E, a distance of 21.83 feet;

THENCE N 82°16'34" W, leaving the west right-of-way line of said F.M. 1660, and the west line of the said 3.722 acre tract, crossing the said 96.99 acre tract, with the north line of the said 0.51 acre tract, and with a south line of the tract described herein, a distance of 179.38 feet to a 1/2-inch iron rod with a plastic cap stamped “RJ Survey” found at the northwest corner of the said 0.51 acre tract, for a re-entrant corner of the tract described herein;

THENCE S 07°29'25" W, continuing across the said 96.99 acre tract, with the west line of the said 0.51 acre tract, with the east line of the tract described herein, a distance of 114.42 feet to a ½-inch iron rod with a plastic cap stamped “RPLS 1433” found at a re-entrant corner of the said 96.99 acre tract, at the southwest corner of the said 0.51 acre tract, same being the northwest corner of a certain called 4/5ths of an acre described in the special warranty deed with life estate to Robert W. Kaderka and wife, Bonnie Kaderka of record in Document No. 2015074295, Official Public Records of Williamson County, Texas, for an angle point in the east line of the tract described herein;

THENCE S 07°42'22" W, with the east line of the said 96.99 acre tract, with the west line of the said 4/5ths of an acre tract, and with the west line of a certain called 0.51 acre tract described in the deed to Bruce Craig Cunningham of record in Volume 1954,

Williamson County, Texas
J. Shelton Survey, Abstract No. 560
E. Thomason Survey, Abstract No. 844
W.J. Brown Survey, Abstract No. 105

95.047 Acres
Page 2 of 3

Page 227, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 180.55 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at an angle point;

THENCE S 06°40'19" W, with the east line of the said 96.99 acre tract, with the west line of the said 0.51 acre tract, and with the west line of a certain called 0.484 acre tract described in the deed to Marla Dawn Burns of record in Document No. 9722814, Official Public Records of Williamson County, Texas, with the east line of the tract described herein, a distance of 200.68 feet to a ½-inch iron rod found in the north line of a certain called 0.480 acre tract described in the deed to John A. Drummond, Sr. of record in Document No. 9662944, Official Public Records of Williamson County, Texas, at the southwest corner of the said 0.484 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 81°53'59" W, with the north line of the said 0.480 acre tract and a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 10.57 feet to a fence corner post found at a re-entrant corner;

THENCE S 08°03'45" W, with the west line of the said 0.480 acre tract and the west line of a certain called 0.59 acre tract described in the deed to Jonathan M. Wagner and Marci H. Wagner of record in Document No. 2016117309, Official Public Records of Williamson County, Texas, with the east line of the said 96.99 acre tract, with the east line of the tract described herein, a distance of 223.01 feet to a concrete monument found in the north line of a certain called 2.47 acre tract described in the deed to Charles E. Holland and Deborah D. Holland of record in Volume 868, Page 561, Deed Records of Williamson County, Texas, at the southwest corner of the said 0.59 acre tract, same being a southeast corner of the said 96.99 acre tract, for a southeast corner of the tract described herein;

THENCE N 82°23'05" W, with the north line of the said 2.47 acre tract, with a south line of the said 96.99 acre tract, with a south line of the tract described herein, a distance of 242.61 feet to a 3/8-inch iron rod found at the northwest corner of the said 2.47 acre tract, at the northeast corner of Block 4, said Hutto and Metcalfe Addition, for a re-entrant corner of the tract described herein;

THENCE S 07°38'01" W, with the west line of the said 2.47 acre tract and an east line of the said 96.99 acre tract, with the east line of said Block 4 and Block 3, said Hutto and Metcalfe Addition, with an east line of the tract described herein, a distance of 298.64 feet to a ½-inch iron rod found in the east line of said Block 3, Hutto and Metcalfe Addition, and the northeast corner of a certain called 0.659 acre tract described in the deed to Dennis O. Johnson and Nadine C. Johnson of record in Document No. 2001074832, Official Public Records of Williamson County, Texas, for the southerly southeast corner of the tract described herein;

THENCE S 77°34'56" W, crossing the said 96.99 acre tract, with the north line of the said 0.659 acre tract, with the south line of the tract described herein, a distance of 253.79 feet to a ¾-inch iron rod found at the northwest corner of the said 0.659 acre tract, and the northeast corner of Lot 3, Block 2, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein,

THENCE S 77°37'39" W, continuing across the said 96.99 acre tract, with the north line of said Lot 3, Block 2, Hutto and Metcalfe Addition, with the south line of the tract described herein, a distance of 91.78 feet to a concrete monument found in a west line of the said 96.99 acre tract, at the intersection of the south line of an alley and the east right-of-way line of East Street, a 60-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, at the northwest corner of said Lot 3, Block 2, Hutto and Metcalfe Addition, for the southerly southwest corner of the tract described herein;

THENCE N 12°28'30" W, with the east right-of-way line of said East Street, the west line of the said 96.99 acre tract, with the west line of Lot 6, Block 2, and the west line of Block 5, said Hutto and Metcalfe Addition, with a west line of the tract described herein, a distance of 439.34 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found at the northeast terminus of said East Street, at the northwest corner of Block 5, said Hutto and Metcalfe Addition, for an angle point in the south line of the tract described herein;

THENCE N 82°21'12" W, with the south line of the said 96.99 acre tract, with the north terminus of said East Street, with the south line of the tract described herein, a distance of 63.90 feet to a calculated point for the northwest terminus of said East Street and the northeast corner of Lot 5, Block 8, said Hutto and Metcalfe Addition, from which a ¾-inch iron pipe found bears N 63°55'34" W, a distance of 0.36 feet;

THENCE N 82°21'12" W, continuing with the south line of the said 96.99 acre tract and the north line of said Lot 5, Block 8, Hutto and Metcalfe Addition, with the south line of the tract described herein, a distance of 16.46 feet to a calculated point for the southeast terminus of Capitol Street, a 50-foot right-of-way, as shown on the said Hutto and Metcalfe Addition subdivision plat, for an angle point in the south line of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the south line of the said 96.99 acre tract at the northeast terminus of said Capitol Street and the east corner of Block 9, said Hutto and Metcalfe Addition, bears N 82°21'12" W, a distance of 139.80 feet;

LandDev Consulting, LLC ▪ 5508 Highway 290 West, Suite 150, Austin, TX 78735 ▪ (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

Williamson County, Texas
J. Shelton Survey, Abstract No. 560
E. Thomason Survey, Abstract No. 844
W.J. Brown Survey, Abstract No. 105

95.047 Acres
Page 3 of 3

THENCE S 76°41'29" W, leaving the south line of the said 96.99 acre tract, with the north line of Lots 5-6, Block 8 and Lots 4 and 2, Block 12, said Hutto and Metcalfe Addition, with the south right-of-way line of said Capitol Street, a distance of 500.29 feet to a calculated point in the east line of Lot 4, Block F, Hutto Square Section 1, a subdivision according to the plat of record in Cabinet W, Slides 263-267, Plat Records of Williamson County, Texas, at the northwest corner of said Lot 2, Block 12, and the southwest terminus of said Capitol Street, same being the northwest corner of a certain tract of land designated as Second Tract and conveyed in the warranty deed to Curtis L. Peterson of record in Volume 535, Page 51, Deed Records of Williamson County, Texas, for the westerly southwest corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "RJ Surveying" found in the west line of said Lot 2, Block 12, Hutto and Metcalfe Addition, at the southeast corner of said Lot 4, Block F, Hutto Square Section 1, and the northeast corner of Lot 3, Block F, said Hutto Square Section 1, bears S 07°42'05" W, a distance of 85.29 feet;

THENCE N 07°42'05" E, with the west terminus of said Capitol Street and the east line of said Lot 4, Block F, Hutto Square Section 1, with the west line of the tract described herein, a distance of 53.56 feet to a ½-inch iron rod with a plastic cap stamped "RJ Surveying" found at the northwest terminus of said Capitol Street, being a southwest corner of the said 96.99 acre tract, for a point-on-line in the west line of the tract described herein, from which said ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the south line of the said 96.99 acre tract at the northeast terminus of said Capitol Street and the east corner of said Block 9, Hutto and Metcalfe Addition, bears N 76°41'29" E, a distance of 350.53 feet;

THENCE with the west line of the said 96.99 acre tract, the east line of said Hutto Square Section 1, the east line of Hutto Square Section 2, a subdivision according to the plat of record in Cabinet Y, Slides 154-157, Plat Records of Williamson County, Texas, and with the east line of Hutto Square Section 3, a subdivision according to the plat of record in Cabinet CC, Slides 138-139, Plat Records of Williamson County, Texas, with the west line of the tract described herein, the following four (4) courses and distances:

1. N 07°40'21" E, a distance of 55.89 feet to a ½-inch iron rod with a plastic cap stamped "4391" found at the north corner of Lot 4, the east corner of Lot 5, southeast corner of Lot 39, and the south corner of Lot 40, Block F, said Hutto Square Section 1, for an angle point of the tract described herein,
2. N 07°38'18" E, a distance of 655.93 feet to a ½-inch iron rod with a plastic cap stamped "RJ Survey" found in the east line of Lot 48, Block F, said Hutto Square Section 2, for an angle point of the tract described herein,
3. N 07°46'41" E, a distance of 230.55 feet to a ½-inch iron rod with a plastic cap stamped "RPLS 4391" found at the northeast corner of Lot 51 and the southeast corner of Lot 52, Block F, said Hutto Square Section 2, for an angle point of the tract described herein, and
4. N 07°46'30" E, a distance of 2,059.60 feet to a concrete monument found in the east line of Lot 91, Block F, said Hutto Square Section 3, at the northwest corner of the said 96.99 acre tract, same being a re-entrant corner of the said 201.06 acre tract, for the northwest corner of the tract described herein;

THENCE S 82°15'43" E, with the north line of the said 96.99 acre tract and a south line of the said 201.06 acre tract, with the north line of the tract described herein, a distance of 1,222.52 feet to the **POINT OF BEGINNING** and containing 95.047 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the months of April and May, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 30th day of May 2019 A.D.

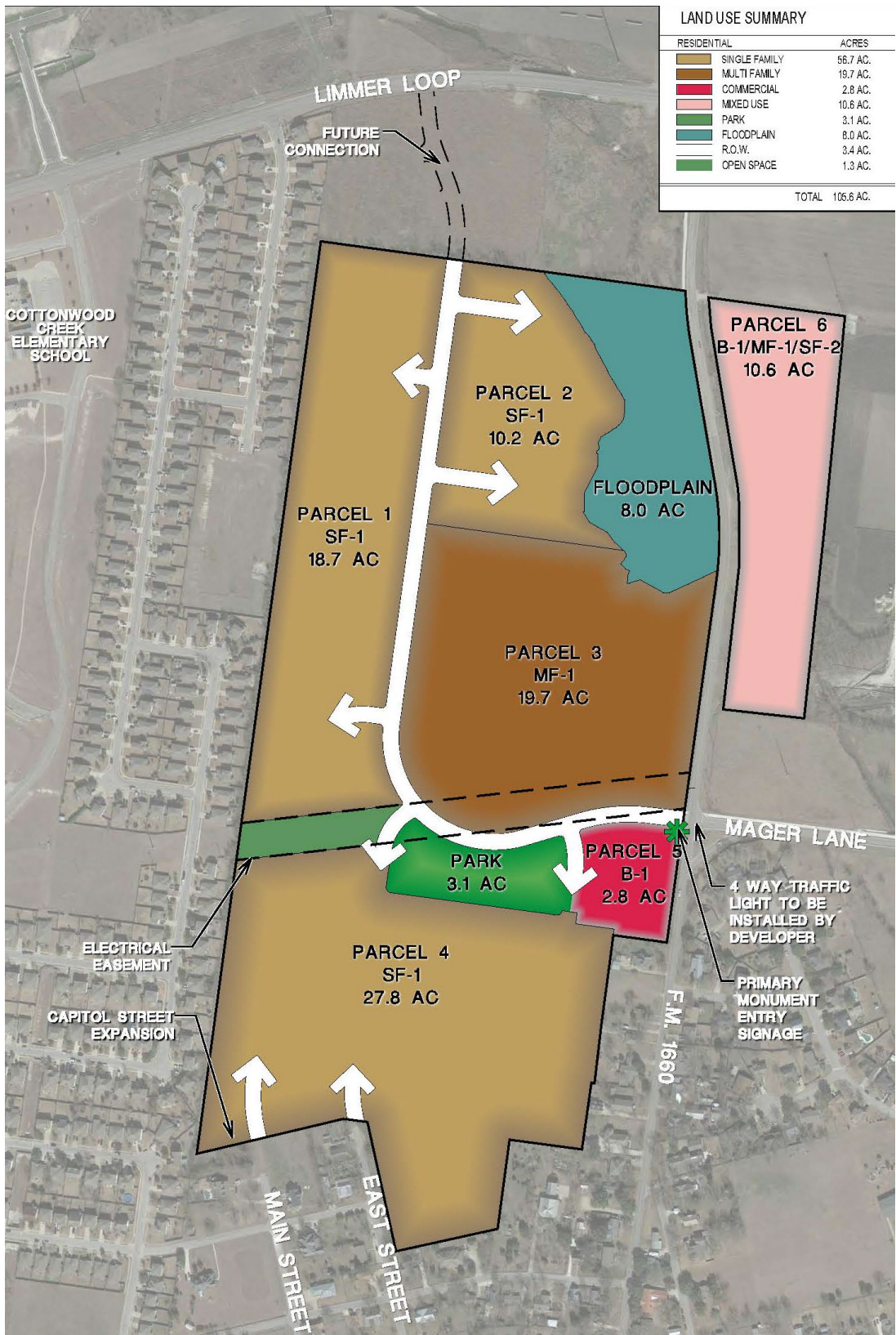
LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



LandDev Consulting, LLC • 5508 Highway 290 West, Suite 150, Austin, TX 78735 • (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

Exhibit C – Land Use Plan





**PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE**

PLANNING & ZONING COMMISSION ON: **JULY 6, 2021**
CITY COUNCIL ON: **JULY 15, 2021**
MEETING LOCATION: **500 W. Live Oak St. – City Hall**
MEETING TIME: **7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING AND ZONING COMMISSION AND CITY COUNCIL** will hold two separate public hearings regarding the proposed Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and parking requirements, request for the property known as **Durango Farms Planned Unit Development (PUD) Amendment #1**, 105.2, more or less, of land, located on FM 1660 North.

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php or City Council agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/city_council_agendas_minutes_and_packets.php. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak, Hutto, TX 78634.
2. Email your response to: **planning@huttotx.gov** Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and parking requirements, request for the property known as Durango Farms Planned Unit Development (PUD) Amendment #1, 105.2, more or less, of land, located on FM 1660 North.

Name:

PAISY NORTH

Address:

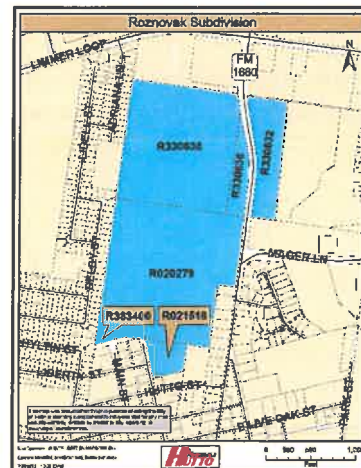
308 Lcdell, Hutto, Tx. 78634

☒ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and parking requirements, request for the property known as Durango Farms Planned Unit Development (PUD) Amendment #1, 105.2, more or less, of land, located on FM 1660 North.

Name:

WOLFE, LARRY W + PAMELA J

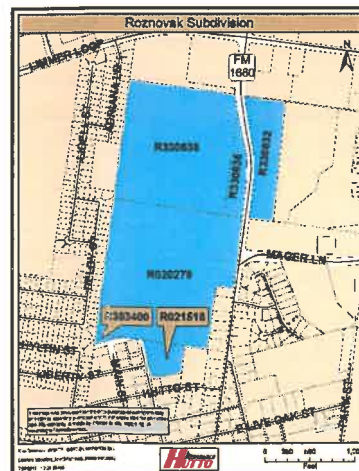
Address:

☒ I AM IN FAVOR

☐ I OBJECT

Write comments below, attach additional pages if needed.

SITE LOCATION MAP





PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON: JULY 6, 2021
CITY COUNCIL ON: JULY 15, 2021
MEETING LOCATION: 500 W. Live Oak St. – City Hall
MEETING TIME: 7:00 PM

Notice is hereby given to all interested persons that the **HUTTO PLANNING AND ZONING COMMISSION AND CITY COUNCIL** will hold two separate public hearings regarding the proposed Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and parking requirements, request for the property known as **Durango Farms Planned Unit Development (PUD) Amendment #1**, 105.2, more or less, of land, located on FM 1660 North.

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php or City Council agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/city_council_agendas_minutes_and_packets.php. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak, Hutto, TX 78634.
2. Email your response to: **planning@huttotx.gov** Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and parking requirements, request for the property known as Durango Farms Planned Unit Development (PUD) Amendment #1, 105.2, more or less, of land, located on FM 1660 North.

Name: JOSEPH ZARLENGO

Address: 404 N. FM 1660 HUTTO, TEXAS 78634

☒ I AM IN FAVOR

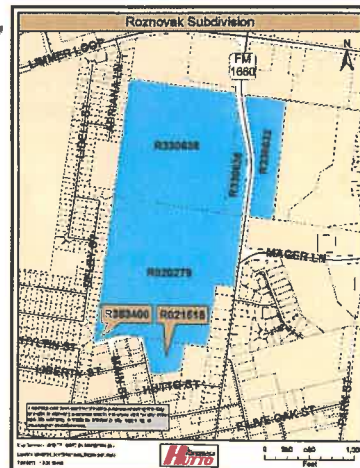
☐ I OBJECT

Write comments below, attach additional pages if needed.

SITE LOCATION MAP

1660

30 M.P.H.
IS A JOKE.



MAY BE THIS WILL SLOW DOWN
DRIVERS ON 1660.
IT IS EVERY DAY SPEEDING.
NEED STOP SIGNS "4 WAY"
ON 1660 AND METCALFE
POLICE CAN NOT DO IT ALL,

Yvette Glover

From: Hoffman Jimenez <Hoff.Ji@live.com>
Sent: Sunday, June 27, 2021 12:46 PM
To: Planning
Subject: Durango Farms Planned Unit Development (PUD) Amendment #1

Hoffman Jimenez
305 Lidell St Hutto TX

I Object

Durango Farms Planned Unit Development (PUD) Amendment #1
to be held July 6,2021 Planning and Zoning Commission and July 15,2021 (City Council)

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.



PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON:
CITY COUNCIL ON:
MEETING LOCATION:
MEETING TIME:

JULY 6, 2021
JULY 15, 2021
500 W. Live Oak St. – City Hall
7:00 PM

Notice is hereby given to all interested persons that the **HUTTO PLANNING AND ZONING COMMISSION AND CITY COUNCIL** will hold two separate public hearings regarding the proposed Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and parking requirements, request for the property known as **Durango Farms Planned Unit Development (PUD) Amendment #1**, 105.2, more or less, of land, located on FM 1660 North.

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php or City Council agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/city_council_agendas_minutes_and_packets.php. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak, Hutto, TX 78634.
2. Email your response to: **planning@huttotx.gov** Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

=====

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and parking requirements, request for the property known as Durango Farms Planned Unit Development (PUD) Amendment #1, 105.2, more or less, of land, located on FM 1660 North.

Name:

William Russ

Address:

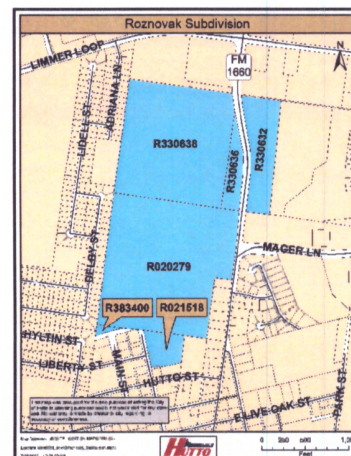
3874 Limmer Loop Hutto Tx 78634

☒ I AM IN FAVOR

☐ I OBJECT

Write comments below, attach additional pages if needed.

SITE LOCATION MAP





PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON: JULY 6, 2021
CITY COUNCIL ON: JULY 15, 2021
MEETING LOCATION: 500 W. Live Oak St. – City Hall
MEETING TIME: 7:00 PM

Notice is hereby given to all interested persons that the **HUTTO PLANNING AND ZONING COMMISSION AND CITY COUNCIL** will hold two separate public hearings regarding the proposed Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and parking requirements, request for the property known as **Durango Farms Planned Unit Development (PUD) Amendment #1**, 105.2, more or less, of land, located on FM 1660 North.

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php or City Council agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/city_council_agendas_minutes_and_packets.php. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak, Hutto, TX 78634.
2. Email your response to: planning@huttotx.gov Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

=====

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and parking requirements, request for the property known as Durango Farms Planned Unit Development (PUD) Amendment #1, 105.2, more or less, of land, located on FM 1660 North.

Name:

William Russ

Address:

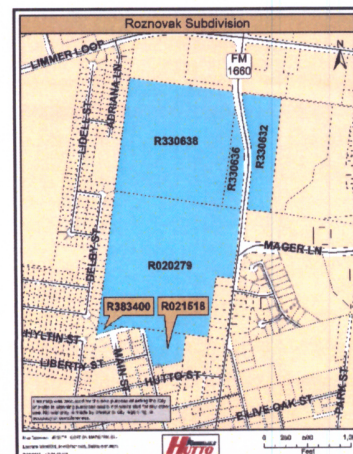
3874 Limmer loop Hutto, Tx 78634

☒ I AM IN FAVOR

☐ I OBJECT

Write comments below, attach additional pages if needed.

SITE LOCATION MAP





PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON: **JULY 6, 2021**
CITY COUNCIL ON: **JULY 15, 2021**
MEETING LOCATION: **500 W. Live Oak St. – City Hall**
MEETING TIME: **7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING AND ZONING COMMISSION AND CITY COUNCIL** will hold two separate public hearings regarding the proposed Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and parking requirements, request for the property known as **Durango Farms Planned Unit Development (PUD) Amendment #1**, 105.2, more or less, of land, located on FM 1660 North.

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php or City Council agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/city_council_agendas_minutes_and_packets.php. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak, Hutto, TX 78634.
2. Email your response to: **planning@huttotx.gov** Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

=====

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and parking requirements, request for the property known as Durango Farms Planned Unit Development (PUD) Amendment #1, 105.2, more or less, of land, located on FM 1660 North.

Name:

Josue Abreu

Address:

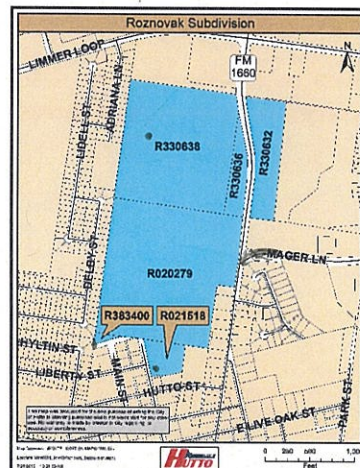
3800 Limmer Loop Hutto TX 78634

☒ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



Ashley Lumpkin

From: Ashley Lumpkin
Sent: Tuesday, June 29, 2021 2:06 PM
To: Ashley Lumpkin
Subject: FW: Durango Farms Planned Unit Development Amendment #1

From: Shirley Peek
Sent: Tuesday, June 29, 2021 1:59 PM
To: Planning <Planning@HuttoTX.gov>
Subject: Fwd: Durango Farms Planned Unit Development Amendment #1

Sent from my iPad

Begin forwarded message:

From: Shirley Peek <s.peek@att.net>
Date: June 29, 2021 at 7:54:34 AM CDT
To: "planning@hutto.gov" <planning@hutto.gov>
Subject: Re: Durango Farms Planned Unit Development Amendment #1

Planning and Zoning Commission meeting on July 6, 2021, and City Council meeting July 15, 2021

We are currently opposed to the project for two reasons. The developer has failed to produce an adequate final site plan for the citizens, and two is that the city notice and the developer does not provide sufficient detail about the project.

Rob and Shirley Peek, 700 Main St.

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

Angel Kavanaugh

From: [REDACTED]
Sent: Tuesday, July 6, 2021 2:57 AM
To: Planning
Subject: Durango Farms planned unit development (PUD) Amendment #1

I OBJECT.

BUSINESS SHOULD NOT BE MIXED IN A RESIDENTIAL AREA. DUE TO TRAFFIC, NOICE AND LIGHTS AT NIGHT.

DEBORAH LAWSON

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

Angel Kavanaugh

From: [REDACTED]
Sent: Tuesday, July 6, 2021 2:56 PM
To: Planning
Subject: Durango Farms Planned Unit Development (PUD) Amendment #1

Hello,

My name is Janae Soules, my address is 109 Rochester Lane Hutto TX 78634. In regards to Durango Farms Planned Unit Development (PUD) Amendment #1, planning and zoning commission hearing on July 6, 2021 @7pm city council hearing on July 15, 2021 @7pm, I am AGAINST this.

Thank you.

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.



PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON: JULY 6, 2021
CITY COUNCIL ON: JULY 15, 2021
MEETING LOCATION: 500 W. Live Oak St. – City Hall
MEETING TIME: 7:00 PM

Notice is hereby given to all interested persons that the **HUTTO PLANNING AND ZONING COMMISSION AND CITY COUNCIL** will hold two separate public hearings regarding the proposed Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and parking requirements, request for the property known as **Durango Farms Planned Unit Development (PUD) Amendment #1, 105.2, more or less, of land, located on FM 1660 North.**

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php or City Council agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/city_council_agendas_minutes_and_packets.php. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak, Hutto, TX 78634.
2. Email your response to: planning@huttotx.gov Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and parking requirements, request for the property known as Durango Farms Planned Unit Development (PUD) Amendment #1, 105.2, more or less, of land, located on FM 1660 North.

Name:

JEFF PHILLIPS

Address:

608 N FM 1660

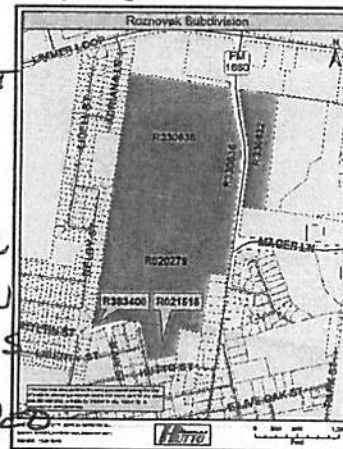
☐ I AM IN FAVOR

☒ I OBJECT

Write comments below, attach additional pages if needed.

- DEVELOPER HAS NOT LIVED UP TO THEIR OBLIGATIONS AND SHOULD BE GRANTED NO EXCEPTIONS TO THEIR ORIGINAL PLANS.
- THE SITE LOCATION MAP IS INCORRECT AND THEREFORE THIS NOTICE AND MEETING ARE NOT LEGAL. THIS PROPERTY HAS BEEN SUBDIVIDED INTO 252 LOTS (PER RECORDED PLAT). THIS NOTICE DOES NOT SPECIFY WHAT LOT IS REQUESTING TO BE REZONED, IF THE INTENT IS TO ALLOW A DAYCARE ON ANY LOT - WE STRONGLY OBJECT. THERE IS ONLY ONE LOT ON THE PLAT AS COMMERCIAL. THAT IS THE ONLY LOT THAT SHOULD BE DEVELOPED AS COMMERCIAL.

SITE LOCATION MAP





PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON: JULY 6, 2021
CITY COUNCIL ON: JULY 15, 2021
MEETING LOCATION: 500 W. Live Oak St. – City Hall
MEETING TIME: 7:00 PM

Notice is hereby given to all interested persons that the **HUTTO PLANNING AND ZONING COMMISSION AND CITY COUNCIL** will hold two separate public hearings regarding the proposed Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and parking requirements, request for the property known as **Durango Farms Planned Unit Development (PUD) Amendment #1**, 105.2, more or less, of land, located on FM 1660 North.

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php or City Council agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/city_council_agendas_minutes_and_packets.php. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak, Hutto, TX 78634.
2. Email your response to: planning@huttotx.gov Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

=====

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Planned Unit Development (PUD) zoning ordinance amendment to Section 2.1, regarding Day Care Use, specific to the allowable building size for a Day Care and parking requirements, request for the property known as Durango Farms Planned Unit Development (PUD) Amendment #1, 105.2, more or less, of land, located on FM 1660 North.

Name: Robert Houston

Address: 206 Whitfield

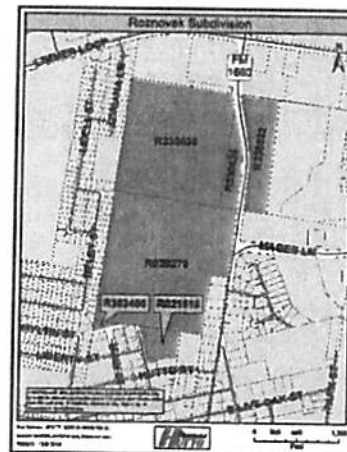
☐ **I AM IN FAVOR**

☒ **I OBJECT**

Write comments below, attach additional pages if needed.

This is residential. Don't need extra traffic. Also don't want extra noise from kids

SITE LOCATION MAP



AGENDA ITEM REPORT



To: Planning and Zoning Commission
Subject: Holding a public hearing and possible action on Ordinance No. O-2021-043 approving a zoning change request for Carver Ridge from General Commercial (B-2) to Multi-Family (MF), generally located east of the southeast corner of FM 1660 South and CR 137. (Ashley Lumpkin)
Meeting: Thursday, July 15, 2021
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

In 2006 with these tracts were annexed, the idea was that they would be commercial or potentially and EDC Business Park in line with the Growth Guidance Plan. As the landscape of Hutto has changed in the last decade, and changed the area in general, commercial and support uses have replaced the idea of business park uses. The existing seven acres of multi-family was rezoned from B-2 - General Commercial in 2016.

Surrounding Land Use and Zoning:

North: FM1660 South ROW; Aspen Heights PUD request (on this agenda) zoned SF-1

South: Existing Farley Middle School (zoned SF-1)

East: ESD #2 Station and undeveloped property (zoned General Commercial - B-2)

West: CR137 ROW and The Narrows PUD allowing for commercial and multifamily uses

SUMMARY OF REQUEST:

The rezoning request, as proposed, will expand the seven acres previously zoned multifamily in 2016 to provide approximately 11 additional acres of multifamily to create a larger 18-acre multifamily site that will be developed as two projects. The remaining property, as shown on the exhibit, will remain B-2 - General Commercial.

Multifamily (MF) zoning district allows for 14-20 units per acre and heights up to 45 feet along Freeways, Arterials, and Major Collectors. The developer is proposing approximately 19.6 units to the acre, contained in nine- three- story buildings, all of which complies with the multifamily designation, if approved.

While the Future Land Use Map designates the area as commercial, multifamily is compatible with the commercial corners, offers additional housing opportunities, and buffers the existing school to the south from the higher intensity commercial expected to develop at the corner of FM1660 South and CR137.

STAFF REVIEW:

The applicant is currently working on their Traffic Impact Analysis to determine if there are any further right-of-way modifications along FM1660 South and CR 137.

AGENDA ITEM REPORT



Planning and Zoning Commission unanimously recommended the rezoning to City Council.

FINANCIAL IMPACT:

None at this time.

POLICY IMPLICATIONS:

No policy implications as this time.

ATTACHMENTS:

1. 21-05-28_Rezoning Letter of Intent
2. CarverRidge(SiteMap)
3. 21-05-25_Hutto Rezone Exhibit Update
4. Favor(Farley)
5. CR137-CarverRidge(11.02ac)Zoning(Ord)



June 7, 2021

City of Hutto Mayor and Council
Development Services Department
500 W. Live Oak St.
Hutto, TX 78634

RE: Letter of Intent for Rezoning ±11.02 Ac. at the SEC of Co. Rd. 137 & F.M. 1660.

Property Information: **SEC of Co. Rd. 137 & F.M. 1660**
 Tract Size: ±21.29 Ac. Total with ±11.02 Ac. to be Rezoned
 Tax PIN:
 Proposed Zoning: Multi-Family - MF
 Existing Zoning: General Commercial - B-2

Current Owner: Stuart Gregory Farley, ET AL
 P.O. Box 22309, Sacramento, CA 958222

Applicant: JMZ Land Company, LLC.
 1329 E. Lark St., Springfield, MO 65804

PROJECT LOCATION / DESCRIPTION:

The Farley Tract property to be rezoned is located in Williamson County in Hutto, TX, at the SEC of Co. Rd. 137 and F.M. 1660. The property is bound by Co. Rd. 137 to the West, School Driveway to the South, and F.M. 1660 to the north. The area to be rezoned consists of approximately ±11.02 acres of the total ±21.29-acre tract. Approximately 7.52 acres of the overall tract is currently zoned Multi-Family (MF) the NEC of the intersection of Co. Rd. 137 and School Driveway (Please see attached Rezoning Exhibit for reference). The remainder of the tract that is not currently zoned MF or requested to be zoned MF will remain B-2. This remaining portion of approximately 2.75 acres is located at the SWC of F.M. 1660 and Swindoll Lane.

The applicant proposes to construct approximately nine (9) three-story apartment buildings with one clubhouse, associated amenities, and infrastructure to serve the site and its tenants. The total number of units anticipated on this site is approximately 216 units. This provides a density of roughly 19.6 units per acre, which is within the range specified by the City of Hutto Unified Development Code (§10.303.5 *MF residential: multiple household*) for a development of this nature per the zoning classification requirements.

Public infrastructure to serve this site including access driveways, water, and wastewater will be provided prior to platting of the property. This development has access to all public utilities by right and adequate capacity is provided by these various existing utilities.

A Traffic Impact Analysis (TIA) for this development is currently being produced with the build-out of this site being reviewed as it pertains to the surrounding street network. The recommendations provided by this report will be provided to the City prior to approval of the rezoning request. Currently F.M. 1660 and Co. Rd. 137 are classified as Major Collectors with improvements anticipated as provided in the City of Hutto Mobility Master Plan (07/2018). We understand that if improvements are required to the surrounding streets, based on the recommendations of the TIA report, these proposed mitigations will be required at a pro-rata percentage of the developments share of the improvement attributable to the site development.

Drainage impacts due to the increased runoff produced from increased development in this area will be analyzed prior to approval of the Plat and Permits. A dry detention pond is currently planned for the southern edge of the development to capture, detain, and convey flows to below the pre-development runoff rates. As required in the City of Hutto UDC, all drainage systems shall be designed in accordance with the City of Round Rock Drainage Criteria Manual (Jan. 2005), City of Hutto Standard Details, and TCEQ Design Criteria in the Texas Administrative Code, as amended. Computations provided shall demonstrate that, as a result of the proposed development, there will not be any adverse impact to downstream properties adjacent to the drainage resulting from a 100-year event.

Currently the property to the west of this property is a mix of B—2, MF, and PUD. The property to the east of the subject property is zoned B-2. The property to the south is currently zoned SF-1 and contains Farley Middle School. The area to the north of this property, just north of F.M. 1660, is currently zoned SF-1. The area to the north is anticipated to be considered commercial as prescribed by the City of Hutto Future Land Use Map (2019).

DEVELOPMENT REQUEST

The Owner and Applicant request a zone change from B-2 to MF to allow for the development of multi-family residential buildings on approximately ±11.02 acres.

JUSTIFICATION FOR THIS REQUEST:

The re-zoning request is consistent with the purposes of the City of Hutto Land Use Standards. The proposed project is in conformance with subdivision design standards and establishes an adequate level of compatibility with surrounding areas of the site already constructed and other known surrounding areas currently proposed for development.

EXISTING AND PROPOSED IMPROVEMENTS:

Proposed improvements will include the construction of drainage and storm water detention facilities will be constructed and maintained in conformance with City standards and

specifications. Electric, natural gas, and telecommunication service points-of-connection will be extended for this lot, as necessary. Water and wastewater will be provided to the site per the City of Hutto Engineering Standard Specifications.

LAND DEVELOPMENT CODE & COMPREHENSIVE PLAN CONSISTENCY:

CITY OF HUTTO UNIFIED DEVELOPMENT CODE:

§10.303.5 MF residential: multiple household The MF district is a setting for development of multi-unit residential structures and developments, such as apartment and condominium complexes, garden and courtyard multifamily residential buildings, and residential loft buildings. Density must range from 14 to 20 dwelling units per acre net density, depending on the context of the development.

Response: The zoning is consistent with the proposed land use anticipated for this development. The applicant proposes to construct approximately nine (9) three-story apartment buildings with one clubhouse, associated amenities, and infrastructure to serve the site and its tenants. The total number of units anticipated on this site is approximately 216 units. This provides a density of roughly 19.6 units per acre, which is within the range specified by the City of Hutto Unified Development Code shown above.

REZONE APPROVAL CRITERIA:

- ✓ Zoning is consistent with all applicable land use and development plans.
 - ***Response: The zoning is consistent with the proposed land use anticipated for this development as mentioned in the “Project Location / Description” portion of this LOI.***
- ✓ Zoning is compatible with existing and permitted uses on properties in the neighborhood and does not have an adverse impact on surrounding properties or the natural environment.
 - ***Response: The introduction of multi-family residential in this area will be a much-needed residential option in this area. No adverse impacts to the surrounding properties are anticipated as the adjacent zonings appear to allow for an increased density use on this tract. Increased care will be placed on analyzing the surrounding infrastructure to ensure no adverse impacts will be realized on surrounding properties.***
- ✓ Zoning corrects a clerical/administrative error on the zoning map.
 - ***Response: This review criteria does not apply to this case.***
- ✓ Zoning results in a logical and orderly development plan.
 - ***Response: The rezoning in this area would generally follow a logical and orderly development plan based on previous rezoning’s in the area with MF to the south/southwest and a PUD with mixed-uses planned to the west.***
- ✓ Zoning is not merely intended to confer an economic benefit to the property owner.

- ***Response: The rezoning of this site is being requested to provide additional options for potential residences in this area of the City of Hutto. The introduction of multi-family residential in this area will be a much-needed residential option in this area.***
- ✓ Site is a legal building lot.
 - ***Response: The site will be platted after this rezoning as required by the State of Texas prior to any requests for permits. The site has access to utilities & public R.O.W. as required for the platting of this property.***
- ✓ Will be served by adequate facilities including streets, fire protection, water and sanitation for the proposed use.
 - ***Response: As mentioned in the previous response, the site has access to adequate facilities including streets, fire protection, water, and wastewater for the proposed use.***

The Applicant and owner respectfully request the City of Hutto Mayor and Council, Planning Commission and Planning Staff approval and support the Applicant's rezoning request to allow for the B-2 property to be changed to the MF category to support the multifamily designation to bring much-needed residential options to the community of Hutto.

The Applicant, owner, and their representatives welcome the opportunity to meet with all interested parties and representatives.

Respectfully,

Matthew K. Loos, PE
Olsson Project Manager

Carver Ridge

STEWART DR



OLD CR-137

FM
1660

**±11.02
Acres**

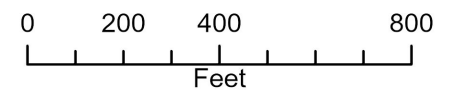
CR-137

SWINDOLL LN

BENT CREEK DR

CR-163

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.



DWG: C:\Users\ml00s\OneDrive - Olsson\Desktop\ACAD-Hutto Rezoning Exhibit-Model.dwg
DATE: May 25, 2021 3:45pm
USER: ml00s
XREFS:

DOBIAS,
ANTHONY D &
BJI INC.
CURRENT
ZONING: PUD

2-24"x27"
CONC. PIPES

COUNTY ROAD 137
(#1 ROW)

1660 REAL ESTATE LLC.
CURRENT ZONING: B-2

FARLEY, STUART, ET AL
CURRENT ZONING: MF

HUTTO INDEPENDENT
SCHOOL DISTRICT
CURRENT ZONING: SF-1

FARLEY, STUART G & HAL P
CURRENT ZONING: SF-1

FARLEY, STUART, ET AL
CURRENT ZONING: B-2
PROPOSED ZONING: MF
±11.02 AC.

FARLEY, STUART, ET AL
CURRENT ZONING: B-2

WILLIAMSON CO. ESD #3
CURRENT ZONING: B-2

0' 100' 200'
SCALE IN FEET

This document was prepared under 22 Texas Administrative Code §138.95,
does not reflect the results of an on the ground survey, and is not to be used
to convey or establish interests in real property except those rights and interests
implied or established by the creation or reconfiguration of the boundary of the
political subdivision for which it was prepared.

Mark D. Yale
5/25/2021
Mark D. Yale, RPLS # 5975

PROJECT NO:	020-38940
DRAWN BY:	MKL
DATE:	05/25/2021

REZONING EXHIBIT
CARVER RIDGE PH. II

olsson
302 East Millsap Road
Fayetteville, AR 72703
TEL 479.443.3404

EXHIBIT
1



PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON: **JULY 6, 2021**
CITY COUNCIL ON: **JULY 15, 2021**
MEETING LOCATION: **500 W. Live Oak St. – City Hall**
MEETING TIME: **7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING AND ZONING COMMISSION** and **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the proposed zoning change request for the property known as **CR 137 – Carver Ridge**, 11.02 acres, more or less, of land, from B-2 (General Commercial) to MF (Multifamily) use, located on CR 137 at FM 1660 South.

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php or City Council agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/city_council_agendas_minutes_and_packets.php. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak Street, Hutto, TX 78634.
2. Email your response to: **planning@huttotx.gov** Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

=====

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Zoning change request for the property known as **CR 137 – Carver Ridge**, 11.02 acres, more or less, of land, from B-2 (General Commercial) to MF (Multifamily) use, located on CR 137 at FM 1660 South.

Name: Stuart Gregory Farley
Address: P O Box 22309 Sacramento, CA 95822

☒ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



ORDINANCE NO. O-2021-043

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HUTTO, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO CHANGE THE ZONING FOR APPROXIMATELY 11.02 ACRES, LOCATED AT CR 137 AND FM 1660 (SOUTH) TO BE KNOWN AS CARVER RIDGE, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; 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 amend the Official Zoning Map to zone the property described in **Exhibit "A"** being hereto and incorporated herein, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 6th day of July, 2021, and;

WHEREAS, on the 15th day of July, 2021, after proper notification, the City Council held a public hearing on the requested amendment, and;

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

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, 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.

That the City Council has considered and made findings on the following matters regarding the proposed amendment:

- 1) Consistency (or lack thereof) with the Comprehensive Plan; and
- 2) Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and
- 3) Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment; and
- 4) Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment; and
- 5) Availability of water, wastewater and stormwater facilities suitable and adequate for the proposed use.

That the Official Zoning Map of the City of Hutto, Texas, is hereby amended so that the zoning classification of the property described in the Exhibit "A", attached hereto and incorporated herein shall be, and is hereafter to now be designated as MF (Multifamily) Zoning District.

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 **15th** day of **July, 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 **15th** day of **July, 2021** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

Holy Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Holding a public hearing and possible action on the first and final reading of Ordinance No. O-2021-045 approving the proposed annexation of the Chandler Road Parkade Tracts, 15.38 acres, more or less, of land, and to establish the base zoning for the property as SF-R (Single-Family Rural).(Ashley Lumpkin).
Meeting: Thursday, July 15, 2021
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The annexation process has been revised in response to recent legislative changes. The voluntary annexation process only requires one (1) public hearing and one (1) reading of the ordinance. Both actions may occur on the same date and at the same meeting.

This annexation includes a single, approximate 15.38 acre tract of land at the northwest corner of FM1660 North and Chandler Road. A rezoning request is on this agenda as well as a subsequent item.

SUMMARY OF REQUEST:

Staff recommends approval of the voluntary annexation as presented.

STAFF REVIEW:

Staff recommends that the City Council approve the first and final reading of the ordinance.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

ATTACHMENTS:

1. Signed and Sealed Survey
2. (Ord)2296FM1660-ChandlerRoadParkade-Annex-15.382ac(Ord)



May 5, 2021

Page 1 of 4

Field notes for a 15.38 acres tract to be Annexed into the City of Hutto, Texas for:

Part of the JOHN DYKES SURVEY, Abstract Number 186, situated about 9 miles S70E from the courthouse in Georgetown, in Williamson County, Texas, and embracing the tract described in the deed to M. Reyna Trucking, LLC., recorded in Document Number 2019104978 of the Williamson County Official Public Records.

BEGINNING at ½ inch iron rebar found in the west right of way line of Farm to Market (F.M.) Road 1660, and being in the west line of a tract described in the deed to the State of Texas, recorded in Volume 476, Page 572 of the Williamson County Deed Records, for the northeast corner of said Reyna Trucking tract, and the southeast corner of a tract described in the deed to Williamson County, being a remainder of a called 201.54 acres tract, as per Case Number 97-012-C277 of the Williamson County District Clerk Records, also being the same tract as described in the deed to Dennis O. Johnson, et ux, SECOND TRACT, recorded in Volume 496, Page 521 of said Deed Records, from said ½ inch iron rebar found, a Texas Department of Transportation (TXDOT) Type I concrete monument found, bears north 14 degrees-20 minutes-30 seconds west 1-4/10 feet for the northwest corner of said State of Texas tract, and being the southwest corner of a tract described in the deed to the State of Texas, recorded in Volume 476, Page 570 of said Deed Records.

Thence south 14 degrees-20 minutes-30 seconds east (TXDOT deed call is south 11 degrees-59 minutes-12 seconds east) along said west line of F.M. Road and State of Texas tract, for the east line of said Reyna Trucking tract, 159-03/100 feet to a 5/8-inch iron rebar set with a cap stamped "RCS INC" for an angle point in said west line of the F.M. Road and State of Texas tract, and for an angle point in said east line of the Reyna Trucking tract.

Thence south 21 degrees-30 minutes-20 seconds east (TXDOT deed call is south 19 degrees-09 minutes east) continuing along said west line of F.M. Road and State of Texas tract, for said east line of the Reyna Trucking tract, 227-79/100 feet to a calculated point for the northeast corner of a tract described in the deed to Williamson County, Texas, Tract O, recorded in Document Number 2006031884 of said Official Public Records, and known as Chandler Road, and being the northerly southeast corner of said Reyna Trucking tract, from said calculated point, a ½ inch iron rebar found with a cap stamped "JS COALTER RPLS LSLS" bears south 20 degrees-56 minutes-05 seconds west 0-3/10 of a foot.

Thence south 20 degrees-56 minutes-05 seconds west (Reyna Trucking deed call is south 20 degrees-56 minutes-51 seconds west) along the north line of said Chandler Road and Williamson County tract, for the southeast line of said Reyna Trucking tract, 206-52/100 feet to a ½ inch iron rebar found with a cap stamped "JS COALTER RPLS LSLS" for an angle point in said north line of Chandler Road and Williamson County tract, and being an angle point in the south line of said Reyna Trucking tract.

Field notes for a 15.38 acres tract to be Annexed into the City of Hutto, Texas for: (continued)

Thence south 62 degrees-31 minutes 25 seconds west (Reyna Trucking deed call is south 62 degrees-30 minutes-43 seconds west) along said north line of Chandler Road and Williamson County tract, for the south line of said Reyna Trucking tract, 817-14/100 feet to a 5/8-inch iron rebar found at the beginning of a curve to the left whose radius is 8637 feet.

Thence southwesterly continuing along said north line of Chandler Road and Williamson County tract, for said south line of Reyna Trucking tract, 216-78/100 feet to a 5/8 inch iron rebar found for the northwest corner of said Williamson County tract, the northeast corner of another tract described in the deed to Williamson County, Texas, TRACT N, recorded in Document Number 2006088533 of said Official Public Records, being the southeast corner of a called 44.465 acres tract described in the deed to Williamson County, Texas, recorded in Document Number 2015101357 of said Official Public Records, and being the southwest corner of said Reyna Trucking tract, the long chord of said 216-78/100 feet arc, is south 61 degrees-46 minutes-15 seconds west (deed call is south 61 degrees-47 minutes-18 seconds west) 216-77/100 feet, from said 5/8 inch iron rebar found, a 1/2 inch iron rebar found with a cap stamped "RPLS 1433" in the south right of way line of said Chandler Road, and being the southwest corner of said Williamson County TRACT O, for the southeast corner of said Williamson County TRACT N, the northeast corner of a tract described in the deed to Ricky D. Kruger, et al, recorded in Document Number 2016121073 of said Official Public Records, and being the northwest corner of Lot 5 of CHANDLER CORNER, a subdivision to Williamson County, Texas, as it appears upon the map recorded in Document Number 202019000610 of said Official Public Records, bears south 21 degrees-24 minutes-50 seconds east (deed call is south 21 degrees-19 minutes-32 seconds east) 201-81/100 feet.

Thence north 21 degrees-24 minutes-50 seconds west (deed call is north 21 degrees-24 minutes-24 seconds west) along the west line of said Reyna Trucking tract, for the east line of said Williamson County called 44.465 acres tract, 641-55/100 feet to a 3/8 inch iron pipe found in the south line of said Williamson County remainder of a called 201.54 acres tract, for the northeast corner of said Williamson County called 44.465 acres tract, and being the northwest corner of said Reyna Trucking tract, from said 3/8 inch iron pipe found, a 1/2 inch iron pipe found for an angle point in the north line of said Williamson County called 44.465 acres tract, and being an angle point in the south line of said Williamson County remainder of a called 201.54 acres tract, bears south 68 degrees-24 minutes-35 seconds west (deed call is south 68 degrees-24 minutes-32 seconds west) 1436-41/100 feet.

Thence north 68 degrees-09 minutes-55 seconds east (deed call is north 68 degrees-09 minutes-57 seconds east) along the south line of said Williamson County remainder of the called 201.54 acres tract, for the north line of said Reyna Trucking tract, 1186-17/100 feet to the place of BEGINNING and containing 15-38/100 acres, as surveyed.

See attached 8 1/2 by 11-inch drawing that accompanies these field notes.

May 5, 2021

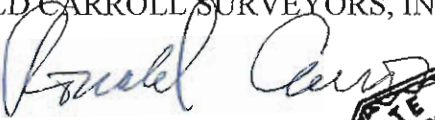
Page 3 of 4

Field notes for a 15.38 acres tract to be Annexed into the City of Hutto, Texas for: (continued)

The basis of bearings was taken from the Texas State Plane Coordinate System, Central Zone, NAD83 Datum as obtained by GPS observations and referenced to the SMARTNET NETWORK of NORTH AMERICA Base Station TXGN at Georgetown, Texas.

Surveyed April 19, 2021.

RONALD CARROLL SURVEYORS, INC.



Ronald Carroll, RPLS 2025
Vice President



S: data TX jobs 2021 21026 REYNA TRUCKING DRAFT FIELD NOTES CITY LIMITS FN 050521

5302 S. 31st Street • Temple, Texas • 76502
(254) 773-1447 • Fax (254) 773-1728 • info@rcsurveyors.com
www.rcsurveyors.com • TBPLS Firm No. 10028400

ORDINANCE NO. O-2021-045

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 15.382 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT “A”, ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO’S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City of Hutto, Texas (the “City”) is a duly constituted home-rule municipality and, as such, is authorized to annex territory subject to the laws of the State of Texas and subject to its Charter, and;

WHEREAS, pursuant to Section 43.028 of the Texas Local Government Code, the owners of a tract of land containing 15.382 acres, more or less, of land, being out of the John Dykes Survey, Abstract No. 186 in Williamson County, Texas, and being more particularly described in **Exhibit “A”** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property, and;

WHEREAS, the procedures prescribed by the Charter of the City of Hutto and the applicable laws of the State of Texas have been duly followed with respect to the Property, and;

WHEREAS, such Property is (a) one-half mile or less in width; (b) contiguous to the City; and (c) vacant and without residents or on which fewer than three (3) qualified voters reside, and;

WHEREAS, after considering the public testimony received at each hearing, the City Council of the City of Hutto determines that annexation of the Property is proper in all respects and that such action is in the best interests of the community and its citizens, and;

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

WHEREAS, the City Council of the City of Hutto determines that the Property for annexation which is more fully described in **Exhibit “A”** should become annexed.

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

SECTION I.

That all of the above recitations are found to be true and correct and are incorporated into the body of this ordinance.

SECTION II.

That the Property described in the attached **Exhibit “A”**, together with adjacent roadways, be and is hereby annexed and brought within the corporate city limits of the City of Hutto, Texas, and same is hereby made an integral part hereof; and that the boundary limits of the City of Hutto be the same are hereby extended to include the above described territory within the city limits of the City of Hutto, and the same shall hereinafter be included within the territorial limits of the City of Hutto, Texas and designated as SF-1 (Single Family Residential) Zoning District.

SECTION III.

That the owners and present and future inhabitants of the area herein annexed be entitled to all rights and privileges of other citizens and property owners of the City of Hutto, and hereby bound by all acts, ordinances, resolutions and regulations of the City, and all other legal actions now in full force and effect and all those which may be hereafter adopted.

SECTION IV.

That the appropriate city official of the City of Hutto is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official maps and boundaries of the City of Hutto, heretofore adopted and amended, so as to include the aforementioned territory hereby annexed, be and are hereby amended as part of the City of Hutto, Texas, as required by law.

SECTION V.

That the City Secretary is hereby directed and authorized to file a certified copy of this ordinance in the Office of the County Clerk of Williamson County, Texas.

SECTION VI.

If any section, subsection, sentence, phrase, or word of this ordinance be found to be illegal, invalid or unconstitutional or if any portion of said Property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this ordinance or the application of any other section, sentence, phrase or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this ordinance and would have annexed the valid Property without the invalid part, and to this end the provisions of this ordinance are declared to be severable.

SECTION VIII.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are hereby expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

SECTION IX.

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

READ and **APPROVED** on first reading on this the **15th** day of **July, 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 **15th** day of **July, 2021** at a meeting of the Hutto, Texas City Council; there being a quorum present.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: Planning and Zoning Commission
Subject: Holding a public hearing and possible action on Ordinance No. O-2021-046 approving a zoning change request for Chandler Road Parkade from ETJ/SF-R to General Commercial (B-2) for an approximate 15.38 acre side, more or less, generally located at the northwest corner of FM1660 North and Chandler Road.(Ashley Lumpkin)
Meeting: Thursday, July 15, 2021
Department: Development Services
Staff Contact:

BACKGROUND INFORMATION:

The proposed zoning change is in conjunction with a voluntary annexation application as set forth in the annexation development agreement. The property has a development agreement in lieu of annexation in place since 2019 (attached). The Future Land Use Map (FLUM) designates the subject tract and surrounding area as 'Institutional' allowing for government, church, school, or other tax-exempt uses. The property is surrounded by the following land uses:

North: Landfill (ETJ)

South: Chandler Road ROW and industrial uses (ETJ and Light Industrial)

East: FM1660 North ROW and agricultural property (ETJ)

West: Williamson County Sheriff's Training Facility (ETJ)

The proposal requested General Commercial (B-2) zoning district with the applicant further requesting vehicle storage, a use not otherwise allowed by-right or conditionally in the Unified Development Code (UDC) for the proposed district.

SUMMARY OF REQUEST:

The UDC outlines criteria for evaluating map amendments:

The proposed zoning is consistent with the comprehensive plan and any community, neighborhood and other applicable land use and development plans.

The comprehensive plan designates the area for institutional uses, although the request for commercial zoning on the corner of two major thoroughfares is not without merit although not strictly conforming to the FLUM.

The proposed zoning is compatible with existing and permitted uses on properties in the neighborhood.

The proposed zoning is compatible with the surrounding area that is still fairly undeveloped or developed in conformance with the FLUM.

Conditions in the neighborhood have changed to the extent the proposed zoning is necessary.

AGENDA ITEM REPORT



The area directly adjacent to this property has not changed, however, the larger area has seen changes with the 165-acre ISD site construction and two larger residential developments coming on line a few miles south of the subject tract.

The proposed zoning does not have an adverse impact on surrounding properties or the natural environment.

A commercial tract at this intersection would not have an adverse impact on the surrounding properties.

The proposed zoning corrects a clerical or administrative error on the zoning map.

Not applicable in this instance.

The proposed zoning results in a logical and orderly development pattern.

The addition of a commercial designation is logical and typically desired at the corners to major thoroughfares.

The proposed zoning is not merely intended to confer an economic benefit to the property owner.

The applicant is requesting the General Commercial district with the interim allowance of vehicle storage, which is only allowed with conditions in Light Industrial and Industrial districts. While Planning and Zoning and City Council is granted the ability to approve zoning requests with conditions, the code strictly prohibits a conditional zoning where the permitted land use for a lot is restricted to the use the rezoning was sought, thus the interim use requested that does not comply with the proposed zoning district is prohibited.

The site is a legal building lot.

The request is the result of a violation of the annexation development agreement for development occurring outside of the signed agreement. A letter The site must annex into the city, plat to become a legal lot, and then proceed through site planning and building permits.

The zoning request was noticed in compliance with the UDC 600-foot requirement. At the time of writing this staff report, one neutral response has been submitted.

Staff recommends approval of the zoning request to General Commercial, without the interim use that is outside the scope of what the ordinance allows. The Planning and Zoning Commission unanimously recommend approval of the zoning request to the B-2 General Commercial District.

STAFF REVIEW:

FINANCIAL IMPACT:

AGENDA ITEM REPORT



POLICY IMPLICATIONS:

ATTACHMENTS:

1. LOI
2. Survey
3. Resolution-R-19-03-21-8Q-William_and_Frances_Albert__15.28_acres
4. 2296_FM_1660_Future_Land_Use_Map
5. 2249FM1660-ChandlerRoadParkade(15.382ac)Zoning(Ord)



May 25, 2021

City of Hutto
Development Services Department
500 W. Live Oak Street
Hutto, Texas 78634

RE: Chandler Road Parkade – Zoning Application

Sunland Group is pleased to submit the attached materials to apply for the rezoning of a site which is to contain the future Chandler Road Parkade facility. The work for which an exemption is being requested is located on a vacant lot addressed as 2296 FM 1660 that is in the process being annexed in the full-purpose jurisdiction of Hutto, Texas as a part of a separate application.

The rezoning of this property is being requested as “B-2”. This zoning does not currently allow the first proposed use of the land as a “vehicle storage facility”, though it does allow the second proposed use as a “vehicle minor repair facility”. Both of these industrial-type uses would be proposed for the initial development of the site, with these uses being replaced by commercial uses allowed by a “B-2” zoning over time as the general vicinity develops.

The subject tract is located in an area earmarked for institutional uses in the Future Land Use Map. The rezoning of this property to foster the aforementioned use types will not alter the character of the area surrounding the project site for the following reasons:

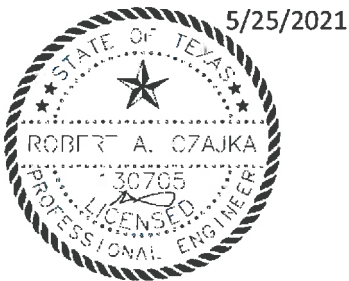
- The surrounding undeveloped are generally earmarked in the Future Land Use Map for industrial uses.
- The site directly to the north of the subject tract has similarly been earmarked for the development of an institutional use in spite of the fact that a landfill currently operates at this location.
- There is no existing vegetation at the project site to be disrupted due to the proposed development as no trees currently exist at the project site.
- The project will be linked to two neighboring roadways of sufficient capacity to handle the traffic impact of the future Chandler Road Parkade facility without any adverse impacts to safety and mobility in the surrounding area via two driveway approaches, one each accessing FM 1660 and Chandler Road.
- Any future development of the site into commercial uses can be reviewed on a case-by-case basis for traffic impacts at the time of development.
- The project site is currently able to receive water and electric service from Jonah SUD and Oncor, respectively.



- The project site has the ability to be served by a private septic facility upon development.
- The project site is located within the jurisdiction of Williamson County ESD #3 and can receive fire protection via fire hydrants once they are constructed as a part of the proposed development.

Please do not hesitate to call me at 512-590-7953 or email me at bczajka@sunlandgrp.com with any questions or concerns regarding this application.

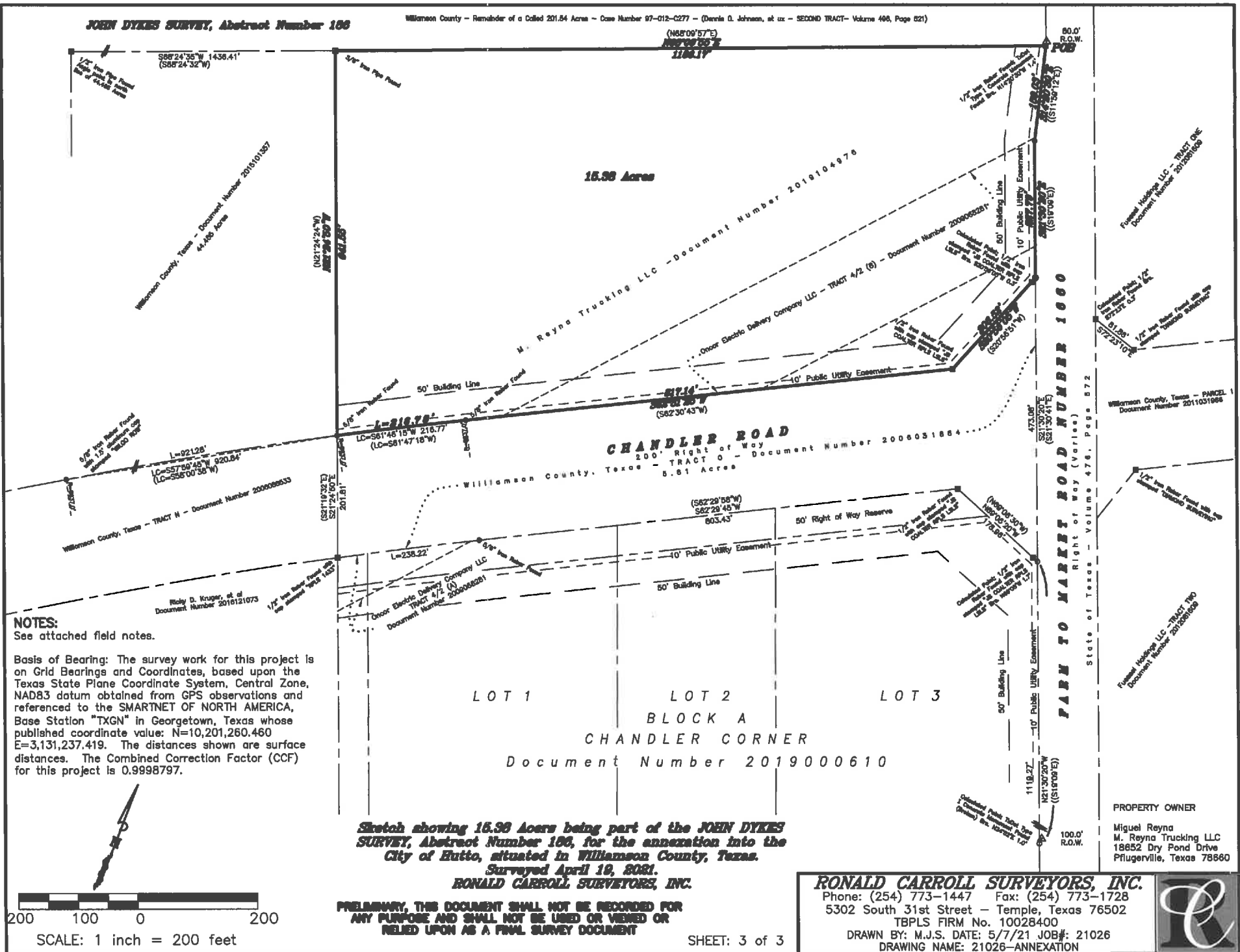
Sincerely,
Sunland Group



Robert Czajka, PE

JOHN DYKES SURVEY, Abstract Number 188

Williamson County - Remainder of a Catted 201.84 Acres - Case Number 97-012-C277 - (Dennis O. Johnson, et ux - SECOND TRACT- Volume 466, Page 821)



RESOLUTION NO. R-19-03-21-8Q

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND WILLIAM AND FRANCES ALBERT, FOR 15.28 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

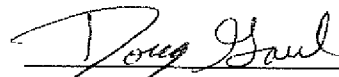
WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth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

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

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

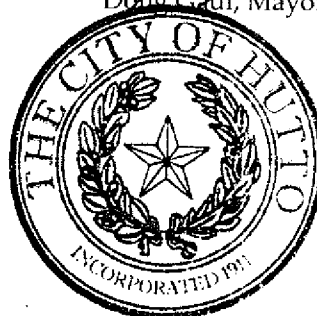
CONSIDERED and RESOLVED on this the 21st day of the month March 2019.

THE CITY OF HUTTO, TEXAS


Doug Gaul, Mayor

ATTEST:


Lisa L. Brown, City Secretary



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

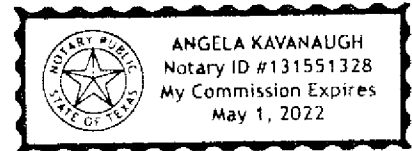
Section 12. Venue for this Agreement shall be in Williamson County, Texas.

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

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

Entered into this 27 day of December, 2018.

William Ernest Albert
William Ernest Albert, Owner



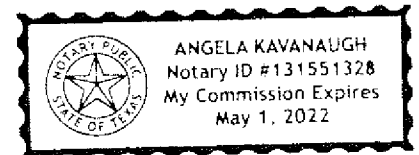
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 27 day of December, 2018, by William Ernest Albert, Owner.

Angela Kavanaugh
Notary Public, State of Texas

Frances Marie Butler Albert
Frances Marie Butler Albert, Owner

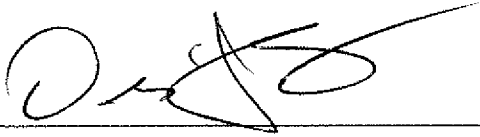


THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 27 day of December, 2018, by Frances Marie Butler Ernest Albert, Owner.

Angela Kavanaugh
Notary Public, State of Texas

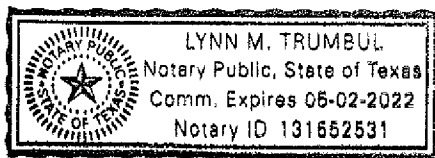
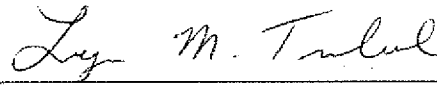


Odie Jones
City Manager, City of Hutto, Texas

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the 10th day of January,
2019, by Odie Jones, City Manager, City of Hutto, Texas.

Notary Public, State of Texas

EXHIBIT "A"**LEGAL DESCRIPTION:****ALBERT TRACT - (R474791):**

15.28 ACRES OUT OF THAT CERTAIN 68.583 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, LOCATED IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN THAT CERTAIN DEED WITH VENDORS LIEN DATED NOVEMBER 3, 1977 AND RECORDED AS DOCUMENT NO. 19776951DR, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Albert



FM
1660

R474791
15.28 Acres

CHANDLER RD

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.



**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2019035397

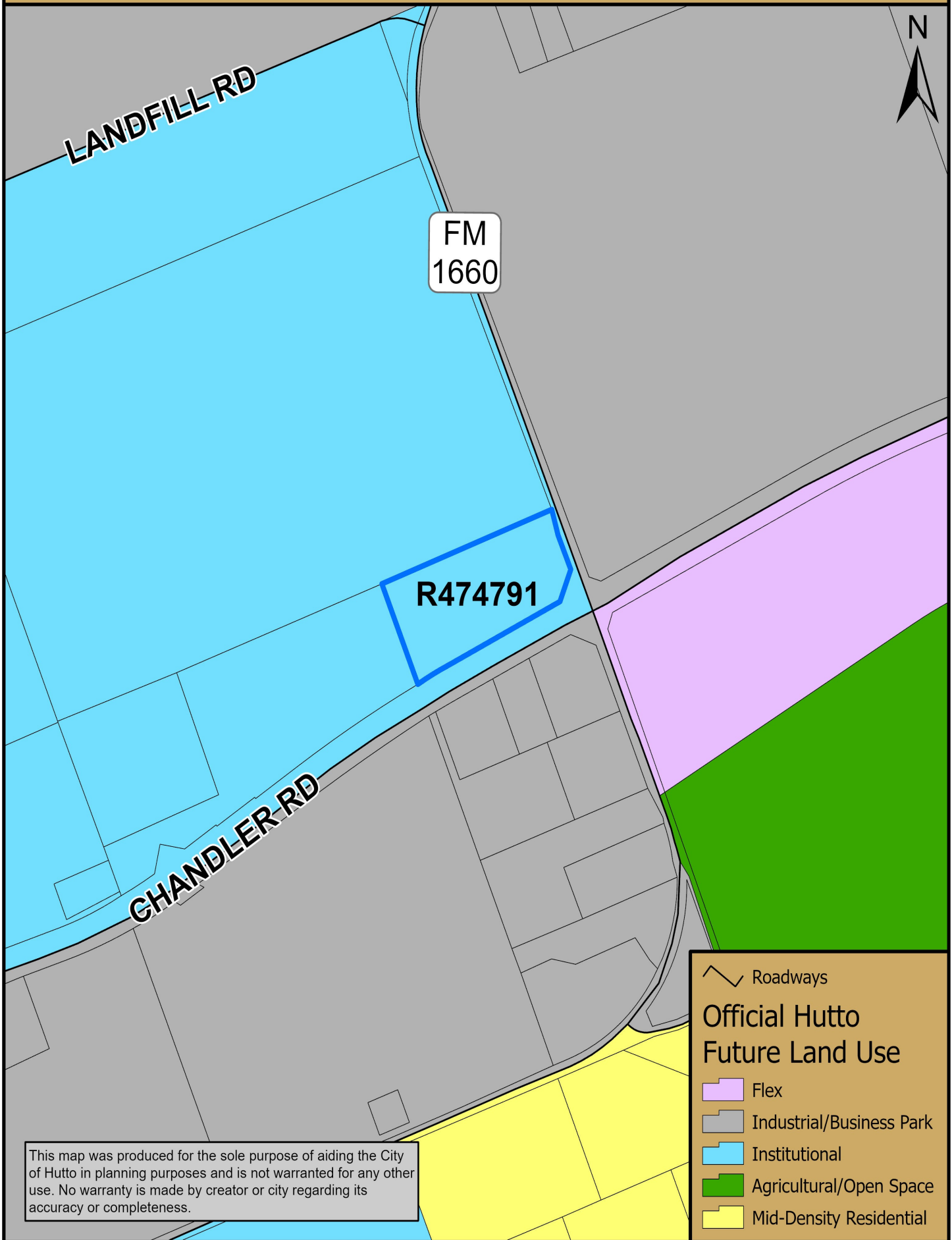
Pages: 9 Fee: \$49.00
04/29/2019 09:48 AM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

2296 FM 1660



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-2021-046

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HUTTO, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO CHANGE THE ZONING FOR APPROXIMATELY 15.382 ACRES, LOCATED AT 2296 FM 1660 (CHANDLER ROAD PARKADE), BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; 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 amend the Official Zoning Map to zone the property described in **Exhibit "A"** being hereto and incorporated herein, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 6th day of July, 2021, and;

WHEREAS, on the 15th day of July, 2021, after proper notification, the City Council held a public hearing on the requested amendment, and;

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

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, 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.

That the City Council has considered and made findings on the following matters regarding the proposed amendment:

- 1) Consistency (or lack thereof) with the Comprehensive Plan; and
- 2) Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and
- 3) Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment; and
- 4) Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment; and
- 5) Availability of water, wastewater and stormwater facilities suitable and adequate for the proposed use.

That the Official Zoning Map of the City of Hutto, Texas, is hereby amended so that the zoning classification of the property described in the Exhibit "A", attached hereto and incorporated herein shall be, and is hereafter to now be designated as B-2 (General Commercial) Zoning District.

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 **15th** day of **July, 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 **15th** day of **July, 2021** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

Holy Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Presentation of the Quarterly Police Department Update. (Chief Hall)
Meeting: Thursday, July 15, 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: 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 15, 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 for On-Demand engineering and planning consultant services with Freese and Nichols, Halff and Associates, Inc., Kimley Horn, K Friese and Associates, DCS Engineering, LLC, and CP&Y, Inc.. (Ashley Lumpkin)
Meeting: Thursday, July 15, 2021
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

In January, the City of Hutto released a Request for Qualifications (RFQ) to select firms and those who responded to the published notice. Evaluation Personnel reviewed each respondent's submission to ascertain their capability to perform all the requirements contemplated by the solicitation.

One of the selected firms have requested changes to the Cities standard Master Services Agreement which are under review by the City Attorney. Upon legal review and approval the final Master Services Agreement will come before City Council for approval at a future date.

SUMMARY OF REQUEST:

There were 27 responses to the RFQ. City Council approved the selection committee to move forward with contracts with the following firms:

- Freese and Nichols
- Halff and Associates, Inc
- Kimley Horn
- Garver, LLC*
- K Friese and Associates
- DCS Engineering, LLC
- CP&Y, Inc.

* Changes to MSA requested by firm, under review by legal. MSA to be presented for approval at a later date.

STAFF REVIEW:

Staff recommends approval of the contracts.

AGENDA ITEM REPORT



FINANCIAL IMPACT:

Not applicable at this time.

POLICY IMPLICATIONS:

Not applicable at this time.

ATTACHMENTS:

1. ITEM 10. 3 BACKGROUND INFORMATION
2. 05. MSA 2021 Kimley_20210608
3. 13. MSA 2021 FNI Signed
4. 22. MSA 2021 CPY
5. 24. MSA 2021 K Friese_Partial
6. DCS MSA
7. Hutto PSA_Halff

BACKGROUND INFORMATION

RELEASE DATE: January 17, 2021

DUE DATE: February 04, 2021 at 3:00 P.M.

PROPOSAL OPENING: February 04, 2021 at 3:10 P.M.

PROPOSAL TITLE: Hutto On Demand Professional Engineering and Planning Consultant Services

In January, the City of Hutto released a Request for Quantifications (RFQ) to select firms and those who responded to the published notice. Evaluation Personnel reviewed each respondent's submission to ascertain their capability to perform all the requirements contemplated by the solicitation.

The following RFQ timeline was followed:

Date	Event
January 17, 2021	Advertise intent to solicit qualifications.
January 24, 2021	Second notification date.
January 17, 2021 - January 26, 2021	Preparation and submission of written proposals by interested firms, and resolution of any questions not otherwise addressed in this Request for Qualifications.
February 4, 2021 at 3:00 P.M.	Deadline for submission of proposals and scheduled public opening of timely received proposals.
February 12, 2021 - February 27, 2021	The City of Hutto Selection Committee reviews all proposals received and evaluates submissions.
May 20, 2021	City Council is presented with Selection Committee's recommendations.

Evaluation Committee:

La'Mar Kemp – Financial Services

Ashley Lumpkin– Executive Director Development Services

Development Services Director

Samuel Ray – Director of Engineering

Ning Zhang – City Engineer

Ashby Grundman –

Best Value Evaluation:

All proposals received were evaluated based on the best value for the City using a criterion weight rating scale. Evaluation personnel carefully reviewed and rated each proposal by considering all or part of the criteria listed below.

Statement of Qualifications completed in format	Experience in providing proposed services	Design and Technology relating to municipal projects	Perform all tasks outlined either directly or through sub-consultants	Key personnel professional background and experience	Quality and competency of projects previously undertaken	Familiarity with, and proximity to the geographic location to the City of Hutto	
10 pts	30 pts	10 pts	20 pts	10 pts	10 pts	10 pts	

SUMMARY OF REQUEST

There were 27 responses to the RFQ. The Selection Committee is asking for City Council approval to negotiate contracts with the following seven firms:

Freese and Nichols

Halff and Associates, Inc

Kimley Horn

Garver, LLC

K Friese and Associates

DCS Engineering, LLC

CP&Y, Inc.

The contracts will be brought back to City Council for approval.

FINANCIAL IMPACT

Not applicable at this time.



**STANDARD MASTER AGREEMENT BETWEEN CITY OF
HUTTO AND Kimley-Horn and Associates, Inc.
FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2021 by and between The City of Hutto, Texas ("the City") and Kimley-Horn and Associates, Inc. ("the Consultant").

RECITALS

The City and Kimley-Horn and Associates, Inc. desire to set forth the general terms and conditions whereby Kimley-Horn and Associates, Inc., or an affiliated company, will be engaged to provide professional consulting services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an executed Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Kimley-Horn and Associates, Inc., the IPO shall incorporate the terms and conditions of this Agreement as if signed by the affiliated company. As used herein, "Consultant" shall refer to Kimley-Horn and Associates, Inc. or an affiliated company executing an IPO.

AGREEMENT

(1) Scope of Services and Additional Services.

The undertaking of the Consultant to perform professional Services under this Agreement extends only to the services set forth in IPO's ("the Services"). However, if requested by the City and agreed to by the Consultant, the Consultant will perform Additional services which shall be governed by these provisions. Unless otherwise agreed to in writing, the City shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15-time cost.



(2) City's Responsibilities.

In addition to other responsibilities described in this Agreement or imposed by law, the City shall have the following responsibilities:

- (a) Designate in writing a person to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the City's decisions.
- (b) Provide all criteria and full information as to the City's requirements, objectives, and expectations for the Project, including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.
- (d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the IPO in question)
 - (i) data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;
 - (ii) appropriate professional interpretations of all of the foregoing;
 - (iii) environmental assessment and impact statements;
 - (iv) property, boundary, easement, right-of-way, topographic and utility surveys;
 - (v) property descriptions;
 - (vi) zoning, deed and other land use restrictions; and
 - (vii) other special data or consultations; all of which Consultant may use and rely upon.
- (e) Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in the IPO in question).
- (f) Arrange for access to and make all provisions for the Consultant to enter



upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the City for delays resulting from City's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(i) Provide such accounting, independent cost estimating and insurance counseling services as the City may require.

(j) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(k) Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope, timing, or payment of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(l) Bear all costs incidental to compliance with the requirements of this paragraph

(3) Period of Services.

The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Consultant's Services. The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months (cumulatively), the rates of



compensation in this Agreement and the IPO shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO.

(b) The City shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.00 times cost.

(c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the City.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt and should include the invoice number and **Kimley-Horn and Associates, Inc.** project number. The City shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the rate of 12% per annum beginning on the 31st day. If the City fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the City, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the City relies on payment or proceeds from a third party to pay Consultant and City does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the City objects to any charge on an invoice, it shall so advise the



Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the City objects on only a portion of the invoice, payment for all other portions remains due within 30 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.

(e) The City agrees that payment to the Consultant is not subject to any contingency. The Consultant may negotiate payment of any check tendered by the City, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the City.

(6) Use of Documents.

All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the City has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the City or others on extensions of this project or on any other project. Any modifications made by the City to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant, and the City shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the City only if expressly provided for in the IPO. Any electronic files not



containing an electronic seal are provided only for the convenience of the City, and use of them is at the City's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the City has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(7) Opinions of Cost.

Since the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the City will be paid for as Additional Services by the City.

(8) Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon seven (7) days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the City, the Consultant has the right to immediately terminate this Agreement. In the event of any termination, the Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's



compensation hereunder is determined on an hourly basis, the amount payable to the Consultant for services so rendered shall be established on the basis of the time and authorized expenses actually incurred on the Project to the effective date of termination. If the Consultant's compensation under this Agreement is a lump sum, upon such termination the amount payable to the Consultant for services rendered will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed.

(9) Insurance.

The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the City directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the City's expense.

(a) Consultant, at Consultant's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars (\$1,000,000) per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City.

(b) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in this Agreement.

(c) Consultant shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Consultant must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

(d) Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to the expiration,



cancellation, non-renewal or reduction in limits by endorsement a notice thereof shall be given to City by certified mail to

Samuel Ray, P.E.
Director of Engineering
500 W. Live Oak Street
Hutto, Texas 78634

Consultant shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

2. Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which all are at the sole responsibility and risk of Consultant.
3. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.
4. Terms "the City" or "the City of Hutto" shall include all authorities, boards, commissions, departments, and officers of the City and individual members, employees and agents in their official capacities, or while acting on behalf of the City of Hutto.
5. Consultant and the City mutually waive subrogation rights each may have against the other for loss or damage, to the extent same is covered by the proceeds of insurance.

(e) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Consultant shall be borne solely by Consultant with certificates of insurance evidencing such minimum coverage in force to be filed with City.

(10) Standard of Care.

The standard of care applicable to Consultant's services will be the degree of



care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the City

(11) Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the City and the Consultant, the risks have been allocated such that the City agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and the Consultant's subconsultants, and any of them, to the City or to anyone claiming by, through or under the City for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, the Consultant's subconsultants or any of them, shall not exceed twice the total compensation received by the Consultant under the IPO in question or \$50,000 whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors or materialmen to perform work in accordance with the plans and specifications. This Section 11 is intended solely to limit the remedies available to the City or those claiming by or through the City, and nothing in this Section 11 shall require the City to indemnify the Consultant.

(12) Mutual Waiver of Consequential Damages.

In no event shall either party be liable to the other for any consequential, incidental, punitive or indirect damages including but not limited to loss of income



or lost profits.

(13) Certifications

The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility

(14) Dispute Resolution.

All claims by the City arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) Hazardous Substances.

In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the City of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its services.

(16) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the City assumes all responsibility for interpretation of the documents and for construction observation, and the City waives any claims against the Consultant in any way connected thereto



(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the City a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The City agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the City and the Consultant for all claims and liability arising out of job site accidents; and that the City and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) No Third-Party Beneficiaries: Assignment and Subcontracting.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party. The City shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent



subconsultants.

(18) Confidentiality.

The City hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the City as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(19) Miscellaneous Provisions.

This Agreement is to be governed by the law of the State of Texas. Venue for any legal proceeding under this Agreement shall be in Williamson County, Texas. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both the Consultant and the City. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement
as of the day and year first above written.

ACCEPTED:
CITY OF HUTTO, TEXAS

Kimley-Horn and Associates, Inc.

BY: _____

TITLE: _____

DATE: _____

BY: *LH*

TITLE: ASSOCIATE

DATE: 6/8/2021



**STANDARD MASTER AGREEMENT BETWEEN CITY OF
HUTTO AND Freese & Nichols
FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this ____day of_____, 2021 by and between The City of Hutto, Texas ("the City") and Freese & Nichols ("the Consultant").

RECITALS

The City and Freese & Nichols desire to set forth the general terms and conditions whereby Freese & Nichols, or an affiliated company, will be engaged to provide professional consulting services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an executed Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Freese & Nichols, the IPO shall incorporate the terms and conditions of this Agreement as if signed by the affiliated company. As used herein, "Consultant" shall refer to Freese & Nichols or an affiliated company executing an IPO.

AGREEMENT

(1) Scope of Services and Additional Services.

The undertaking of the Consultant to perform professional Services under this Agreement extends only to the services set forth in IPO's ("the Services"). However, if requested by the City and agreed to by the Consultant, the Consultant will perform Additional Services which shall be governed by these provisions. Unless otherwise agreed to in writing, the City shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.00-time cost.



(2) City's Responsibilities.

In addition to other responsibilities described in this Agreement or imposed by law, the City shall have the following responsibilities:

- (a) Designate in writing a person to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the City's decisions.
- (b) Provide all criteria and full information as to the City's requirements, objectives, and expectations for the Project, including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.
- (d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the IPO in question)
 - (i) data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;
 - (ii) appropriate professional interpretations of all of the foregoing;
 - (iii) environmental assessment and impact statements;
 - (iv) property, boundary, easement, right-of-way, topographic and utility surveys;
 - (v) property descriptions;
 - (vi) zoning, deed and other land use restrictions; and
 - (vii) other special data or consultations; all of which Consultant may use and rely upon.
- (e) Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in the IPO in question).
- (f) Arrange for access to and make all provisions for the Consultant to enter



upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the City for delays resulting from City's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(i) Provide such accounting, independent cost estimating and insurance counseling services as the City may require.

(j) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(k) Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope, timing, or payment of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(l) Bear all costs incidental to compliance with the requirements of this paragraph

(3) Period of Services.

The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Consultant's Services. The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months (cumulatively), the rates of



compensation in this Agreement and the IPO shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO.

(b) The City shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.00 times cost.

(c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the City.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt and should include the invoice number and Freese & Nichols project number. The City shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the rate of 12% per annum beginning on the 31st day. If the City fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the City, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the City relies on payment or proceeds from a third party to pay Consultant and City does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the City objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the



invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the City objects on only a portion of the invoice, payment for all other portions remains due within 30 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.

(e) The City agrees that payment to the Consultant is not subject to any contingency. The Consultant may negotiate payment of any check tendered by the City, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the City.

(6) Use of Documents.

All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the City has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the City or others on extensions of this project or on any other project. Any modifications made by the City to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant, and the City shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the City only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the City, and



use of them is at the City's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the City has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(7) Opinions of Cost.

Since the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the City will be paid for as Additional Services by the City.

(8) Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon seven (7) days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the City, the Consultant has the right to immediately terminate this Agreement. In the event of any termination, the Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation hereunder is determined on an hourly basis, the amount payable to the



Consultant for services so rendered shall be established on the basis of the time and authorized expenses actually incurred on the Project to the effective date of termination. If the Consultant's compensation under this Agreement is a lump sum, upon such termination the amount payable to the Consultant for services rendered will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed.

(9) Insurance.

The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the City directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the City's expense.

(a) Consultant, at Consultant's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars (\$1,000,000) per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Consultant shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

(b) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in this Agreement.

(c) Consultant shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Consultant must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

(d) Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:



(e) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or reduction in limits by endorsement a notice thereof shall be given to City by certified mail to:

Samuel Ray, P.E.
Director of Engineering
500 W. Live Oak Street
Hutto, Texas 78634

(f) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

(g) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Consultant shall be borne solely by Consultant, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit D herein entitled "Certificates of Insurance."

(10) Standard of Care.

The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the City.

(11) Limitation of Liability.

In recognition of the relative risks and benefits of the Project to both the City and the Consultant, the risks have been allocated such that the City agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and the



Consultant's subconsultants, and any of them, to the City or to anyone claiming by, through or under the City, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not Limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, the Consultant's subconsultants or any of them, shall not exceed twice the total compensation received by the Consultant under the IPO in question or \$50,000 whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors or materialmen to perform work in accordance with the plans and specifications. This Section 11 is intended solely to limit the remedies available to the City or those claiming by or through the City, and nothing in this Section 11 shall require the City to indemnify the Consultant.

(12) Mutual Waiver of Consequential Damages.

In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or lost profits.

(13) Certifications.

The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Dispute Resolution.

All claims by the City arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the



accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) Hazardous Substances.

In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the City of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its services.

(16) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the City assumes all responsibility for interpretation of the documents and for construction observation, and the City waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety program s, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the City a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this



Agreement. The City agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the City and the Consultant for all claims and liability arising out of job site accidents; and that the City and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) No Third-Party Beneficiaries: Assignment and Subcontracting.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party. The City shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(18) Confidentiality.

The City hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the City as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(19) Miscellaneous Provisions.

This Agreement is to be governed by the law of the State of Texas. Venue for any legal proceeding under this Agreement shall be in Williamson County, Texas. This Agreement and each executed IPO contain the entire and fully integrated agreement



between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both the Consultant and the City. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement
as of the day and year first above written.

ACCEPTED:

CITY OF HUTTO, TEXAS

Freese & Nichols

BY: _____

TITLE: _____

DATE: _____

BY: John New

TITLE: Vice President

DATE: June 24, 2021



**STANDARD MASTER AGREEMENT BETWEEN CITY OF
HUTTO AND CP&Y, Inc
FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this ____day of_____, 2021 by and between The City of Hutto, Texas ("the City") and CP&Y, Inc ("the Consultant").

RECITALS

The City and CP&Y, Inc desire to set forth the general terms and conditions whereby CP&Y, Inc, or an affiliated company, will be engaged to provide professional consulting services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an executed Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of CP&Y, Inc, the IPO shall incorporate the terms and conditions of this Agreement as if signed by the affiliated company. As used herein, "Consultant" shall refer to CP&Y, Inc or an affiliated company executing an IPO.

AGREEMENT

(1) **Scope of Services and Additional Services.**

The undertaking of the Consultant to perform professional Services under this Agreement extends only to the services set forth in IPO's ("the Services"). However, if requested by the City and agreed to by the Consultant, the Consultant will perform Additional Services which shall be governed by these provisions. Unless otherwise agreed to in writing, the City shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.00-time cost.



(2) City's Responsibilities.

In addition to other responsibilities described in this Agreement or imposed by law, the City shall have the following responsibilities:

- (a) Designate in writing a person to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the City's decisions.
- (b) Provide all criteria and full information as to the City's requirements, objectives, and expectations for the Project, including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.
- (d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the IPO in question)
 - (i) data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;
 - (ii) appropriate professional interpretations of all of the foregoing;
 - (iii) environmental assessment and impact statements;
 - (iv) property, boundary, easement, right-of-way, topographic and utility surveys;
 - (v) property descriptions;
 - (vi) zoning, deed and other land use restrictions; and
 - (vii) other special data or consultations; all of which Consultant may use and rely upon.
- (e) Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in the IPO in question).
- (f) Arrange for access to and make all provisions for the Consultant to enter



upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the City for delays resulting from City's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(i) Provide such accounting, independent cost estimating and insurance counseling services as the City may require.

(j) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(k) Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope, timing, or payment of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(l) Bear all costs incidental to compliance with the requirements of this paragraph

(3) Period of Services.

The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Consultant's Services. The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months (cumulatively), the rates of



compensation in this Agreement and the IPO shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO.

(b) The City shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.00 times cost.

(c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the City.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt and should include the invoice number and CP&Y, Inc project number. The City shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the rate of 12% per annum beginning on the 31st day. If the City fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the City, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the City relies on payment or proceeds from a third party to pay Consultant and City does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the City objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the



invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the City objects on only a portion of the invoice, payment for all other portions remains due within 30 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.

(e) The City agrees that payment to the Consultant is not subject to any contingency. The Consultant may negotiate payment of any check tendered by the City, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the City.

(6) Use of Documents.

All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the City has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the City or others on extensions of this project or on any other project. Any modifications made by the City to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant, and the City shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the City only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the City, and



use of them is at the City's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the City has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(7) Opinions of Cost.

Since the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the City will be paid for as Additional Services by the City.

(8) Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon seven (7) days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the City, the Consultant has the right to immediately terminate this Agreement. In the event of any termination, the Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation hereunder is determined on an hourly basis, the amount payable to the



Consultant for services so rendered shall be established on the basis of the time and authorized expenses actually incurred on the Project to the effective date of termination. If the Consultant's compensation under this Agreement is a lump sum, upon such termination the amount payable to the Consultant for services rendered will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed.

(9) Insurance.

The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the City directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the City's expense.

(a) Consultant, at Consultant's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars (\$1,000,000) per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Consultant shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

(b) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in this Agreement.

(c) Consultant shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Consultant must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

(d) Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:



(e) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or reduction in limits by endorsement a notice thereof shall be given to City by certified mail to:

Samuel Ray, P.E.
Director of Engineering
500 W. Live Oak Street
Hutto, Texas 78634

(f) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

(g) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Consultant shall be borne solely by Consultant, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit D herein entitled "Certificates of Insurance."

(10) Standard of Care.

The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the City.

(11) Limitation of Liability.

In recognition of the relative risks and benefits of the Project to both the City and the Consultant, the risks have been allocated such that the City agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and the



Consultant's subconsultants, and any of them, to the City or to anyone claiming by, through or under the City, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not Limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, the Consultant's subconsultants or any of them, shall not exceed twice the total compensation received by the Consultant under the IPO in question or \$50,000 whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors or materialmen to perform work in accordance with the plans and specifications. This Section 11 is intended solely to limit the remedies available to the City or those claiming by or through the City, and nothing in this Section 11 shall require the City to indemnify the Consultant.

(12) Mutual Waiver of Consequential Damages.

In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or lost profits.

(13) Certifications.

The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Dispute Resolution.

All claims by the City arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to



litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) Hazardous Substances.

In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the City of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its services.

(16) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the City assumes all responsibility for interpretation of the documents and for construction observation, and the City waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety program s, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the City a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design



professional in the construction contract that are not expressly provided for in this Agreement. The City agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the City and the Consultant for all claims and liability arising out of job site accidents; and that the City and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) No Third-Party Beneficiaries: Assignment and Subcontracting.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party. The City shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(18) Confidentiality.

The City hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the City as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(19) Miscellaneous Provisions.

This Agreement is to be governed by the law of the State of Texas. Venue for any legal proceeding under this Agreement shall be in Williamson County, Texas. This



Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both the Consultant and the City. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ACCEPTED:

CITY OF HUTTO, TEXAS

CP&Y, Inc

BY: _____

TITLE: _____

DATE: _____

A handwritten signature in blue ink that reads 'Andrew A. Atlas'. The signature is written in a cursive, flowing style.

BY: Andrew A. Atlas _____

TITLE: Senior Vice President _____

DATE: June 8, 2021 _____



**STANDARD MASTER AGREEMENT BETWEEN CITY OF
HUTTO AND K Friese & Associates
FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this ____day of_____, 2021 by and between The City of Hutto, Texas ("the City") and K Friese & Associates ("the Consultant").

RECITALS

The City and K Friese & Associates desire to set forth the general terms and conditions whereby K Friese & Associates, or an affiliated company, will be engaged to provide professional consulting services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an executed Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of K Friese & Associates, the IPO shall incorporate the terms and conditions of this Agreement as if signed by the affiliated company. As used herein, "Consultant" shall refer to K Friese & Associates or an affiliated company executing an IPO.

AGREEMENT

(1) Scope of Services and Additional Services.

The undertaking of the Consultant to perform professional Services under this Agreement extends only to the services set forth in IPO's ("the Services"). However, if requested by the City and agreed to by the Consultant, the Consultant will perform Additional Services which shall be governed by these provisions. Unless otherwise agreed to in writing, the City shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.00-time cost.



(2) City's Responsibilities.

In addition to other responsibilities described in this Agreement or imposed by law, the City shall have the following responsibilities:

- (a) Designate in writing a person to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the City's decisions.
- (b) Provide all criteria and full information as to the City's requirements, objectives, and expectations for the Project, including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.
- (d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the IPO in question)
 - (i) data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;
 - (ii) appropriate professional interpretations of all of the foregoing;
 - (iii) environmental assessment and impact statements;
 - (iv) property, boundary, easement, right-of-way, topographic and utility surveys;
 - (v) property descriptions;
 - (vi) zoning, deed and other land use restrictions; and
 - (vii) other special data or consultations; all of which Consultant may use and rely upon.
- (e) Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in the IPO in question).
- (f) Arrange for access to and make all provisions for the Consultant to enter



upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the City for delays resulting from City's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(i) Provide such accounting, independent cost estimating and insurance counseling services as the City may require.

(j) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(k) Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope, timing, or payment of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(l) Bear all costs incidental to compliance with the requirements of this paragraph

(3) Period of Services.

The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Consultant's Services. The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months (cumulatively), the rates of



compensation in this Agreement and the IPO shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO.

(b) The City shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.00 times cost.

(c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the City.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt and should include the invoice number and K Friese & Associates project number. The City shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the rate of 12% per annum beginning on the 31st day. If the City fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the City, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the City relies on payment or proceeds from a third party to pay Consultant and City does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the City objects to any charge on an invoice, it shall so advise the



Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the City objects on only a portion of the invoice, payment for all other portions remains due within 30 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.

(e) The City agrees that payment to the Consultant is not subject to any contingency. The Consultant may negotiate payment of any check tendered by the City, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the City.

(6) Use of Documents.

All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the City has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the City or others on extensions of this project or on any other project. Any modifications made by the City to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant, and the City shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the City only if expressly provided for in the IPO. Any electronic files not



containing an electronic seal are provided only for the convenience of the City, and use of them is at the City's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the City has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(7) Opinions of Cost.

Since the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the City will be paid for as Additional Services by the City.

(8) Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon seven (7) days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the City, the Consultant has the right to immediately terminate this Agreement. In the event of any termination, the Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's



compensation hereunder is determined on an hourly basis, the amount payable to the Consultant for services so rendered shall be established on the basis of the time and authorized expenses actually incurred on the Project to the effective date of termination. If the Consultant's compensation under this Agreement is a lump sum, upon such termination the amount payable to the Consultant for services rendered will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed.

(9) Insurance.

The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the City directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the City's expense.

(a) Consultant, at Consultant's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars (\$1,000,000) per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Consultant shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

(b) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in this Agreement.

(c) Consultant shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Consultant must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

(d) Insurance Policy Endorsements. Each insurance policy shall include the



following conditions by endorsement to the policy:

(e) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or reduction in limits by endorsement a notice thereof shall be given to City by certified mail to:

Samuel Ray, P.E.
Director of Engineering
500 W. Live Oak Street
Hutto, Texas 78634

(f) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

(g) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Consultant shall be borne solely by Consultant, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit D herein entitled "Certificates of Insurance."

(10) Standard of Care.

The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the City.

(11) Limitation of Liability.

In recognition of the relative risks and benefits of the Project to both the City and the Consultant, the risks have been allocated such that the City agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the



Consultant and the Consultant's officers, directors, employees, agents, and the Consultant's subconsultants, and any of them, to the City or to anyone claiming by, through or under the City, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not Limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, the Consultant's subconsultants or any of them, shall not exceed twice the total compensation received by the Consultant under the IPO in question or \$50,000 whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors or materialmen to perform work in accordance with the plans and specifications. This Section 11 is intended solely to limit the remedies available to the City or those claiming by or through the City, and nothing in this Section 11 shall require the City to indemnify the Consultant.

(12) Mutual Waiver of Consequential Damages.

In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or lost profits.

(13) Certifications.

The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Dispute Resolution.

All claims by the City arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to



litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) Hazardous Substances.

In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the City of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its services.

(16) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the City assumes all responsibility for interpretation of the documents and for construction observation, and the City waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety program s, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the City a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design



professional in the construction contract that are not expressly provided for in this Agreement. The City agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the City and the Consultant for all claims and liability arising out of job site accidents; and that the City and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) No Third-Party Beneficiaries: Assignment and Subcontracting.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party. The City shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(18) Confidentiality.

The City hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the City as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(19) Miscellaneous Provisions.

This Agreement is to be governed by the law of the State of Texas. Venue for any legal proceeding under this Agreement shall be in Williamson County, Texas. This



Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both the Consultant and the City. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ACCEPTED:
CITY OF HUTTO, TEXAS

K Friese & Associates

BY: _____

BY: 

TITLE: _____

TITLE: EXECUTIVE VICE PRESIDENT

DATE: _____

DATE: 07 JUN 21



**STANDARD MASTER AGREEMENT BETWEEN CITY OF
HUTTO AND DCS Engineering, LLC
FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this ____ day of _____, 2021 by and between The City of Hutto, Texas ("the City") and DCS Engineering, LLC ("the Consultant").

RECITALS

The City and DCS Engineering, LLC desire to set forth the general terms and conditions whereby DCS Engineering, LLC, or an affiliated company, will be engaged to provide professional consulting services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an executed Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of DCS Engineering, LLC, the IPO shall incorporate the terms and conditions of this Agreement as if signed by the affiliated company. As used herein, "Consultant" shall refer to DCS Engineering, LLC or an affiliated company executing an IPO.

AGREEMENT

(1) Scope of Services and Additional Services.

The undertaking of the Consultant to perform professional Services under this Agreement extends only to the services set forth in IPO's ("the Services"). However, if requested by the City and agreed to by the Consultant, the Consultant will perform Additional Services which shall be governed by these provisions. Unless otherwise agreed to in writing, the City shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.00-time cost.



(2) City's Responsibilities.

In addition to other responsibilities described in this Agreement or imposed by law, the City shall have the following responsibilities:

- (a) Designate in writing a person to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the City's decisions.
- (b) Provide all criteria and full information as to the City's requirements, objectives, and expectations for the Project, including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.
- (d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the IPO in question)
 - (i) data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;
 - (ii) appropriate professional interpretations of all of the foregoing;
 - (iii) environmental assessment and impact statements;
 - (iv) property, boundary, easement, right-of-way, topographic and utility surveys;
 - (v) property descriptions;
 - (vi) zoning, deed and other land use restrictions; and
 - (vii) other special data or consultations; all of which Consultant may use and rely upon.
- (e) Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in the IPO in question).
- (f) Arrange for access to and make all provisions for the Consultant to enter



upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the City for delays resulting from City's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(i) Provide such accounting, independent cost estimating and insurance counseling services as the City may require.

(j) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(k) Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope, timing, or payment of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(l) Bear all costs incidental to compliance with the requirements of this paragraph

(3) Period of Services.

The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Consultant's Services. The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months (cumulatively), the rates of



compensation in this Agreement and the IPO shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO.

(b) The City shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.00 times cost.

(c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the City.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt and should include the invoice number and DCS Engineering, LLC project number. The City shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the rate of 12% per annum beginning on the 31st day. If the City fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the City, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the City relies on payment or proceeds from a third party to pay Consultant and City does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the City objects to any charge on an invoice, it shall so advise the



Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the City objects on only a portion of the invoice, payment for all other portions remains due within 30 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.

(e) The City agrees that payment to the Consultant is not subject to any contingency. The Consultant may negotiate payment of any check tendered by the City, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the City.

(6) Use of Documents.

All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the City has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the City or others on extensions of this project or on any other project. Any modifications made by the City to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant, and the City shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the City only if expressly provided for in the IPO. Any



electronic files not containing an electronic seal are provided only for the convenience of the City, and use of them is at the City's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the City has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(7) Opinions of Cost.

Since the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the City will be paid for as Additional Services by the City.

(8) Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon seven (7) days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the City, the Consultant has the right to immediately terminate this Agreement. In the event of any termination, the Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the



Consultant's compensation hereunder is determined on an hourly basis, the amount payable to the Consultant for services so rendered shall be established on the basis of the time and authorized expenses actually incurred on the Project to the effective date of termination. If the Consultant's compensation under this Agreement is a lump sum, upon such termination the amount payable to the Consultant for services rendered will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed.

(9) Insurance.

The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the City directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the City's expense.

(a) Consultant, at Consultant's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars (\$1,000,000) per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Consultant shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

(b) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in this Agreement.

(c) Consultant shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Consultant must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.



(d) Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

(e) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or reduction in limits by endorsement a notice thereof shall be given to City by certified mail to:

Samuel Ray, P.E.
Director of Engineering
500 W. Live Oak Street
Hutto, Texas 78634

(f) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

(g) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Consultant shall be borne solely by Consultant, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit D herein entitled "Certificates of Insurance."

(10) Standard of Care.

The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the City.

(11) Limitation of Liability.

In recognition of the relative risks and benefits of the Project to both the City and the Consultant, the risks have been allocated such that the City agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the



existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and the Consultant's subconsultants, and any of them, to the City or to anyone claiming by, through or under the City, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not Limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, the Consultant's subconsultants or any of them, shall not exceed twice the total compensation received by the Consultant under the IPO in question or \$50,000 whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors or materialmen to perform work in accordance with the plans and specifications. This Section 11 is intended solely to limit the remedies available to the City or those claiming by or through the City, and nothing in this Section 11 shall require the City to indemnify the Consultant.

(12) Mutual Waiver of Consequential Damages.

In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or lost profits.

(13) Certifications.

The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Dispute Resolution.

All claims by the City arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation



Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) Hazardous Substances.

In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the City of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its services.

(16) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the City assumes all responsibility for interpretation of the documents and for construction observation, and the City waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the City a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.



(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The City agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the City and the Consultant for all claims and liability arising out of job site accidents; and that the City and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) No Third-Party Beneficiaries: Assignment and Subcontracting.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party. The City shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(18) Confidentiality.

The City hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the City as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(19) Miscellaneous Provisions.

This Agreement is to be governed by the law of the State of Texas. Venue for any



legal proceeding under this Agreement shall be in Williamson County, Texas. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both the Consultant and the City. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ACCEPTED:
CITY OF HUTTO, TEXAS

DCS Engineering, LLC

BY: _____

TITLE: _____

DATE: _____

BY: 

TITLE: President

DATE: 6/11/21



**STANDARD MASTER AGREEMENT BETWEEN CITY OF
HUTTO AND Halff & Associates, Inc
FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this ____day of_____, 2021 by and between The City of Hutto, Texas ("the City") and Halff & Associates, Inc ("the Consultant").

RECITALS

The City and Halff & Associates, Inc desire to set forth the general terms and conditions whereby Halff & Associates, Inc, or an affiliated company, will be engaged to provide professional consulting services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an executed Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Halff & Associates, Inc, the IPO shall incorporate the terms and conditions of this Agreement as if signed by the affiliated company. As used herein, "Consultant" shall refer to Halff & Associates, Inc or an affiliated company executing an IPO.

AGREEMENT

(1) Scope of Services and Additional Services.

The undertaking of the Consultant to perform professional Services under this Agreement extends only to the services set forth in IPO's ("the Services"). However, if requested by the City and agreed to by the Consultant, the Consultant will perform Additional Services which shall be governed by these provisions. Unless otherwise agreed to in writing, the City shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.00-time cost.



(2) City's Responsibilities.

In addition to other responsibilities described in this Agreement or imposed by law, the City shall have the following responsibilities:

- (a) Designate in writing a person to act as the City's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the City's decisions.
- (b) Provide all criteria and full information as to the City's requirements, objectives, and expectations for the Project, including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.
- (d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the IPO in question)
 - (i) data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;
 - (ii) appropriate professional interpretations of all of the foregoing;
 - (iii) environmental assessment and impact statements;
 - (iv) property, boundary, easement, right-of-way, topographic and utility surveys;
 - (v) property descriptions;
 - (vi) zoning, deed and other land use restrictions; and
 - (vii) other special data or consultations; all of which Consultant may use and rely upon.
- (e) Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in the IPO in question).
- (f) Arrange for access to and make all provisions for the Consultant to enter



upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the City for delays resulting from City's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(i) Provide such accounting, independent cost estimating and insurance counseling services as the City may require.

(j) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(k) Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope, timing, or payment of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(l) Bear all costs incidental to compliance with the requirements of this paragraph

(3) Period of Services.

The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Consultant's Services. The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months (cumulatively), the rates of



compensation in this Agreement and the IPO shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO.

(b) The City shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.00 times cost.

(c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the City.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt and should include the invoice number and Halff & Associates, Inc project number. The City shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the rate of 12% per annum beginning on the 31st day. If the City fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the City, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the City relies on payment or proceeds from a third party to pay Consultant and City does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the City objects to any charge on an invoice, it shall so advise the



Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the City objects on only a portion of the invoice, payment for all other portions remains due within 30 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.

(e) The City agrees that payment to the Consultant is not subject to any contingency. The Consultant may negotiate payment of any check tendered by the City, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the City.

(6) Use of Documents.

All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the City has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the City or others on extensions of this project or on any other project. Any modifications made by the City to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant, and the City shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the City only if expressly provided for in the IPO. Any electronic files not



containing an electronic seal are provided only for the convenience of the City, and use of them is at the City's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the City has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(7) Opinions of Cost.

Since the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the City will be paid for as Additional Services by the City.

(8) Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon seven (7) days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the City, the Consultant has the right to immediately terminate this Agreement. In the event of any termination, the Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's



compensation hereunder is determined on an hourly basis, the amount payable to the Consultant for services so rendered shall be established on the basis of the time and authorized expenses actually incurred on the Project to the effective date of termination. If the Consultant's compensation under this Agreement is a lump sum, upon such termination the amount payable to the Consultant for services rendered will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed.

(9) Insurance.

The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the City directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the City's expense.

(a) Consultant, at Consultant's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars (\$1,000,000) per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Consultant shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

(b) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in this Agreement.

(c) Consultant shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Consultant must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

(d) Insurance Policy Endorsements. Each insurance policy shall include the



following conditions by endorsement to the policy:

(e) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or reduction in limits by endorsement a notice thereof shall be given to City by certified mail to:

Samuel Ray, P.E.
Director of Engineering
500 W. Live Oak Street
Hutto, Texas 78634

(f) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

(g) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Consultant shall be borne solely by Consultant, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit D herein entitled "Certificates of Insurance."

(10) Standard of Care.

The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the City.

(11) Limitation of Liability.

In recognition of the relative risks and benefits of the Project to both the City and the Consultant, the risks have been allocated such that the City agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the



Consultant and the Consultant's officers, directors, employees, agents, and the Consultant's subconsultants, and any of them, to the City or to anyone claiming by, through or under the City, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not Limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, the Consultant's subconsultants or any of them, shall not exceed twice the total compensation received by the Consultant under the IPO in question or \$50,000 whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors or materialmen to perform work in accordance with the plans and specifications. This Section 11 is intended solely to limit the remedies available to the City or those claiming by or through the City, and nothing in this Section 11 shall require the City to indemnify the Consultant.

(12) Mutual Waiver of Consequential Damages.

In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or lost profits.

(13) Certifications.

The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Dispute Resolution.

All claims by the City arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to



litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) Hazardous Substances.

In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the City of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its services.

(16) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the City assumes all responsibility for interpretation of the documents and for construction observation, and the City waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety program s, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the City a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design



professional in the construction contract that are not expressly provided for in this Agreement. The City agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the City and the Consultant for all claims and liability arising out of job site accidents; and that the City and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) No Third-Party Beneficiaries: Assignment and Subcontracting.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party. The City shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(18) Confidentiality.

The City hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the City as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(19) Miscellaneous Provisions.

This Agreement is to be governed by the law of the State of Texas. Venue for any legal proceeding under this Agreement shall be in Williamson County, Texas. This



Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both the Consultant and the City. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement
as of the day and year first above written.

ACCEPTED:
CITY OF HUTTO, TEXAS

Halff & Associates, Inc

A handwritten signature in blue ink, appearing to read 'Dan Franz', written over a horizontal line.

BY: _____

BY: Dan Franz

TITLE: _____

TITLE: Director of Public Works

DATE: _____

DATE: 6/9/2021

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on City Council Liaison duties and appointment/reappointment of City Council Liaisons. (Councilmember Villarreal Salvo)
Meeting: Thursday, July 15, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

BOARDS AND COMMISSIONS MASTER LIST as of 7/2/21					
			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	Kurt	Schwerdtfeger	Commissioner	7/1/21	6/30/23
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 Vacant		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 Kurt	Schwerdtfeger	Commissioner	7/1/21	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	7/1/21	6/30/23	
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	7/1/21	6/30/23	

Communications/Technology Task Force					
Meets once a month.					
1 year term- appts in Feb.					
Council Liason: 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 Liason: 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 Liason:				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 Liason:				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