



City of Hutto

Agenda

City Council Meeting

Thursday, March 3, 2022 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 MANAGER COMMENTS

6. 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.

6.1. General Comments from City Council

6.2. City Council Liaison Reports

7. 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 3/3/22. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

8. CONSENT AGENDA ITEMS

8.1. An ordinance of the City of Hutto, Texas, amending the budget for the fiscal year of October 1, 2021 through September 30, 2022, by appropriating and setting aside the necessary funds for additional expenditures, in accordance with existing statutory

requirements; finding municipal purposes; providing for a severability clause; and providing for an effective date. (Angie Rios) (Second Reading)

- 8.2. Consideration and possible action on Resolution No. R-2022-018 accepting the infrastructure improvements for the subdivision known as Hutto Crossing Phase 4 Section 11 (Padma Patla)
- 8.3. Consideration and possible action on Resolution No. R-2022-022 amending the City Council Protocol Policy to provide for a nominating and voting process for positions not subject to the Nominating Committee recommendations under Section 2.02.003 of the Code of Ordinances. (City Council)

9. ORDINANCES

- 9.1. Consideration and possible action on Ordinance No. O-2022-001 for the proposed Planned Unit Development (PUD) zoning request for the property known as NorthStar Hutto Planned Unit Development (PUD), 11.74 acres, more or less, of land, located off of Exchange Boulevard. The land use proposal is active adult 55+ multi-family use. (Second Reading) (Ashley Lumpkin).
- 9.2. Consideration of a public hearing and possible action on Ordinance No. O-2022-007 approving a Specific Use Permit for the property known as 208 West Austin Avenue and 201 West Front Street, to allow a warehouse use (UDC 10.304.7). (Ashley Lumpkin)
- 9.3. Consideration of a public hearing and possible action on Ordinance No. O-2022-008 approving a Specific Use Permit for the property known as 3250 Limmer Loop, to allow outdoor recreation facility use (UDC 10.304.6). (Ashley Lumpkin)
- 9.4. Consideration of a public hearing and possible action on Ordinance No. O-2022-009 approving a Specific Use Permit for the property known as Hippo Café, 109 East Front Street, to allow a drive-thru window and approach. (Ashley Lumpkin)
- 9.5. Consideration of a public hearing and possible action on Ordinance No. O-2022-006 approving a Specific Use Permit for the property known as 106 Taylor Street, to allow a medical office (dental) and associated parking. (Ashley Lumpkin)

10. RESOLUTIONS

- 10.1. Consideration and possible action on Resolution No. R-2022-019 authorizing the City Manager to enter into an agreement for engineering and design services of the Lakeside Estates Phase 1 sidewalk project. (Angie Rios, Wade Benton)
- 10.2. Consideration and possible action on Resolution No. R-2022-020 approving an agreement for installation of generators between Waukesha-Pearce Industries Inc. and the City of Hutto, in an amount not to exceed six hundred sixty-eight thousand two hundred fourteen dollars and forty-five cents (\$668,214.45) through Buyboard contract no. 579-19 for the purchase and installation of generators for City facilities; authorizing the Interim City Manager to execute the agreement; and providing an effective date.
- 10.3. Consideration of a public hearing and possible action on Resolution No. R-2022-021 authorizing and creating the Estates of Hutto Public Improvement District within the City of Hutto pursuant to Chapter 372 Texas Local Government Code, providing an effective date, and related matters thereto. (Legal)

11. OTHER BUSINESS

- 11.1. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development

Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments.

- 11.2. Discussion regarding Racial Profiling results. (Dr. Alex Del Carmen)
- 11.3. Present the Budget Calendar for the FY 2023 budget and receive budget guidelines from the City Council. (Angie Rios)
- 11.4. Discussion regarding developers presenting outside of the development process. (City Council)

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 related to the creation of the Estates of Hutto Public Improvement District.
- 12.3. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to the request for wastewater services pertaining to the Corespaces site.

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 related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to the creation of the Estates of Hutto Public Improvement District.
- 13.3. Consideration and possible action related to the request for wastewater services pertaining to the Corespaces site pursuant to Texas Government Code Sec. 551.071.

14. ADJOURNMENT

15. CERTIFICATION

I certify that this notice of the Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on February 28, 2022 at 5:15 P.M.



Angela Walton

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 Gracie.Perez@huttotx.gov or call (512) 759-4033 for assistance.

AGENDA ITEM REPORT

8.1.



To: City Council
Subject: An ordinance of the City of Hutto, Texas, amending the budget for the fiscal year of October 1, 2021 through September 30, 2022, by appropriating and setting aside the necessary funds for additional expenditures, in accordance with existing statutory requirements; finding municipal purposes; providing for a severability clause; and providing for an effective date. (Angie Rios) (Second Reading)
Meeting: Thursday, March 3, 2022
Department: City Manager /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Budget Amendment O-2022-005
2. Budget Amendments 2-17-21 updated

ORDINANCE NO. O-2022-005

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR OF OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022, BY APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS FOR ADDITIONAL EXPENDITURES, 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 2021-2022 Budget in September of 2022; 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 2021-2022 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, 2021, and ending September 30, 2022, for the support of the general government of the City of Hutto, Texas, be amended as shown in Exhibit A.

SECTION 2. That the amendment, as shown in words and figures in Exhibit "A", is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2021 through September 30, 2022.

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.

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 **17th** day of **February 2022**.

READ, PASSED, and ADOPTED on the second reading of this **3rd** day of **March, 2022** at a regular meeting of the City Council of Hutto, there being a quorum present.

CITY OF HUTTO

Mike Snyder, Mayor

ATTEST

City Secretary

EXHIBIT A
Budget Amendments
2/17/2021

General Services - Operating Fund (Fund 10)

Division	Original Budget	Proposed Budget Amendment	Revised Budget
City Manager			
Contract Labor	-	120,000	120,000
To adjust the budget for the Interim City Manager contract			
City Council			
WCCHD	62,200	3,500	65,700
To adjust the budget for the increase in the contract based on population growth			
Finance			
Salaries 10-020-001-6001	703,923	(40,000)	663,923
Municipal Court			
Salaries 10-020-011-6001	111,020	40,000	151,020
To add a Deputy Court Clerk position and remove an Accounting Specialist position			
City Secretary			
Software Licensing 10-060-003-6412	40,000	10,000	50,000
To adjust the budget for an upgrade to the website for secure forms creation			

Utility Fund (50)

Division	Original Budget	Proposed Budget Amendment	Revised Budget
Engineering Services	45,000	150,000	195,000
To increase the budget for Phase 1 of the water and wastewater master plan development			

EXHIBIT A
Budget Amendments
2/17/2021

Utility Impact Fee Fund (52)

Division	Original Budget	Proposed Budget Amendment	Revised Budget
Professional Services - Water	-	250,000	250,000
Professional Services - Wastewater	-	400,000	400,000
To increase the budget for Phase 2 of the water and wastewater master plan development			

CDC/EDC

Division	Original Budget	Proposed Budget Amendment	Revised Budget
Business Incentives 35-500-008-6550	917,500	50,000	967,500
To adjust the budget for an amendment approved by the EDC board for land options.			

AGENDA ITEM REPORT

8.2.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2022-018 accepting the infrastructure improvements for the subdivision known as Hutto Crossing Phase 4 Section 11 (Padma Patla)
Meeting: Thursday, March 3, 2022
Department: Public Works /
Staff Contact: Padma Patla

BACKGROUND INFORMATION:

This project is located at the southwest corner of Chris Kelley Boulevard and Carl Stern Drive. The public infrastructure has been completed and is ready for acceptance. The City staff has inspected the work performed by the contractor and reviewed the final paper work. We recommend acceptance of the infrastructure.

SUMMARY OF REQUEST:

This project is located at the southwest corner of Chris Kelley Boulevard and Carl Stern Drive. The public infrastructure has been completed and is ready for acceptance. The City staff has inspected the work performed by the contractor and reviewed the final paper work. We recommend acceptance of the infrastructure.

STAFF REVIEW:

Staff has reviewed the documents and found them to be complete

FINANCIAL IMPACT:

Currently no direct financial impact is anticipated.

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 20220228-Hutto-Res-Accepting Improvements Hutto Crossing
2. Concurrence Letter (FINAL) Hutto Crossing Ph 4 Secc 11 211220
3. Construction Summary (FINAL) Hutto Crossing Ph 4 Sec 11 210719
4. Final Cost and Quantities (FINAL) Hutto Crossing Ph 4 Sec 11 210719
5. Final subdivision Checklist
6. Maintenance Bond (COPY) hUTTO cROSSING pH 4 sEC 11 211220
7. RECORD DRAWINGS-(SEALED)-HCPH4SEC11-AUI-210428

AGENDA ITEM REPORT

8.2.



RESOLUTION NO. R-2022-018

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, ACCEPTING THE INFRASTRUCTURE IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS HUTTO CROSSING, PHASE 4, SECTION 11; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the infrastructure improvements for the Hutto Crossing, Phase 4, Section 11 Residential subdivision have been constructed and are ready for acceptance; and

WHEREAS, a final inspection was conducted by the City's Construction and Public Works staff of all roads, drainage, sidewalks, ADA ramps, and wastewater improvements; and

WHEREAS, all items have been constructed according to engineering plans and City codes and standards; and

WHEREAS, Joe Bland Construction, LP, submitted a warranty bond to cover the material and workmanship for two years; and

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: That the Hutto City Council hereby accepts the infrastructure improvements for Hutto Crossing, Phase 4, Section 11.

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 ____ day of _____, 2022.

Mike Snyder, Mayor

ATTEST:

Angela Walton, City Secretary

APPROVED AS TO FORM:

By: _____
Cristian Rosas-Grillet, Assistant City Attorney

ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

PROJECT: Hutto Crossing Phase 4, Section 11 Access, Drainage, Wastewater and Water Improvements

Owner/Developer's Name and Address

Hutto Option Mezz Holdings, LLC
c/o PCCP, LLC
555 California St., suite 3450
San Francisco, CA 94104

Consultant Engineer's Name and Address

Kenneth W. Martin, P.E.
Murfee Engineering Company, Inc.
1101 Capital of Texas Highway South
Building D
Austin, Texas 78746

This is to certify that I, the undersigned professional engineer, visually reviewed the progress of the aforementioned project on April 27, 2021 and during construction prior to that and the construction appears to be complete in accordance with the approved plans. No other discrepancy or deviation from the approved construction plans exists which may materially affect the usefulness of the work for the intended purpose and life for the project by design. I, therefore, recommend acceptance of the improvements by the City of Hutto.



Kenneth W. Martin
Signature

12/29/2021
Date

65971
Texas Registration Number



PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: HUTTO CROSSING PHASE 4 SECTION 11

FINAL ACCEPTANCE DATE: _____

INSPECTOR: TODD MEACKER

CONTRACTOR: JOE BLAND CONSTRUCTION LP.

Maintained By:	
COH	Other
Boxes checked by COH	

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: N/A

SIDEWALK IMPROVEMENT COST: N/A

SIDEWALK RAMP IMPROVEMENT COST: N/A

BRIDGE IMPROVEMENT COST: N/A

POND(S) COST: N/A

DRAINAGE IMPROVEMENT COST: N/A

WATER IMPROVEMENT COST: \$ 31,790.00

WASTEWATER IMPROVEMENT COST: \$ 26,700.00

RESTORATION COST: \$ 1,812.00

TOTAL IMPROVEMENT COST: \$ 60,302.00

*minus temporary E/S controls, private improvements and dry utilities

PREPARED BY (DESIGN ENGINEER): Ken Martin, P.E., Murfee Engineering

CHECKED BY (CITY INSPECTOR): _____

CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING							
STREET NAME	Address from	Address to	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVATE	ETJ
NONE							

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES ₁	CURB RAMP ₂
NONE						

1 – Designates location of existing sidewalk (E, W, S, N, SE, SW, NE, NW of designated street)
 2 – Number of Ramps

CONSTRUCTION SUMMARY FOR BRIDGES

BRIDGES / BRIDGE CLASS CULVERTS / DRAINAGE CULVERTS ACROSS ROW								
STREET NAME AND ADDRESS OR LOCATION	FEATURE CROSSED ¹	TYPE ²	DESCRIPTION ³	DECK		COST	PRIVATE	ETJ
				W (FT) ⁴	L (FT) ⁵			
	NONE							

1 – Feature Crossed: Creek name if major creek or branch, or roadway name if overpass.

2 – Type: B – Bridge, C – Culvert, P – Pipe. All crossings 20' and wider including multiple box culverts totaling 20' or wider shall be classified as a B – Bridge. Culverts are precast of cast-in-place box culverts. Pipes are smaller drainage pipe crossings with or without headwalls.

3 – Description: i.e. 2 spans (Bridge), 2 – 5 X 7' (Culverts), 2 – 24" RCP (Pipes).

4 – Deck Width: Use "footprint" of culvert/pipes for width on buried culvert/pipes; include full "out to out" dimension including sidewalks/railings for width of standard bridges.

5 – Deck Length: Measured along the centerline of the roadway

CONSTRUCTION SUMMARY FOR PONDS

PONDS						
POND TYPE ¹	LOCATION (ADDRESS OR LOT / BLOCK #)	SIZE (SY) ²	DRAINAGE AREA (ACRES)	PRIVATE ³	ETJ	COST
	NONE					

- 1 – BD = Bio–Detention
 D = Detention Only
 DSF = Detention / Sedimentation / Filtration
 F = Filtration Only
 S = Sedimentation Only
 SF = Sedimentation / Filtration
 SFI = Sedimentation / Filtration / Infiltration
 SI = Sedimentation / Irrigation
 WP = Wet Pond

2 – Approximate boundary area

3 – Provide copy of recorded agreement for privately maintained ponds

CONSTRUCTION SUMMARY FOR DRAINAGE

[illegible][illegible]

CHANNEL			
LENGTH (FT)	BOTTOM WIDTH (FT)	SIDE SLOPE (FT/FT)	LINING MATERIAL TYPE
NONE			

- 1) Grate, Area, Curb, Recessed Curb, Combination, Slotted Drain
- 2) Cast-in-Place, Precast
- 3) Pipe size / Culvert Size

CONSTRUCTION SUMMARY FOR WATER

VALVES INSTALLED			PIPE			FIRE HYDRANTS		
SIZE	DESCRIPTION	NO.	SIZE	TYPE	LENGTH	SIZE	TYPE	NO.
8"	GATE	2	8"	PVC	435		NONE	
6"	GATE	1	6"	PVC	10			
AIR RELEASE								
SIZE	TYPE	NO.						
1"	ARV	3						
			SERVICES INSTALLED					
			NO.	TYPE				
			1	SINGLE				

REMARKS:

Includes one (1) relocated Automatic Flush Valve.

CONSTRUCTION SUMMARY FOR WASTEWATER

[illegible]

REMARKS:

LIMITS OF CONSTRUCTION FOR WATER/WASTEWATER PROJECTS ONLY

PROJECT NAME _____ WORK ORDER # _____

WWW JOB I.D. _____ SUBDIVISION FILE # _____

LIMITS OF PROJECT WILL BE GIVEN BY ADDRESS OF STREETS LISTED BELOW

[illegible]

THIS SHEET MUST BE USED WHEN THERE IS NOT A STREET AND DRAINAGE SUMMARY INCLUDED.

Hutto Crossing Phase 4, Section 11
Street, Drainage, Wastewater and Water Improvements
FINAL COST AND QUANTITIES

Joe Bland Construction, LP
13111 Dessau Road
Austin, TX 78754

WATER IMPROVEMENTS					
C-1	435	LF	8" AWWA C-900 (DR14) (CL 250) PVC PIPE, (INCL FITTINGS), COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 40.00	\$17,400.00
C-2	10	LF	6" AWWA (CL 350) (RESTRAINED) DI PIPE, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 110.00	\$1,100.00
C-3	1	EA	6" GATE VALVES, INCLUDING BOX AND COVER, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 1,700.00	\$1,700.00
C-4	2	EA	8" GATE VALVES, INCLUDING BOX AND COVER, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 1,800.00	\$3,600.00
C-5	1	EA	RELOCATE AUTOMATIC FLUSH VALVE ASSEMBLY, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 1,700.00	\$1,700.00
C-6	1	EA	SINGLE WATER SERVICE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 900.00	\$900.00
C-7	1	EA	CONNECT TO EXISTING WATER LINE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 4,500.00	\$4,500.00
C-8	445	LF	TRENCH EXCAVATION PROTECTION, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 2.00	\$890.00
SUBTOTAL WATER IMPROVEMENTS					\$31,790.00

WASTEWATER IMPROVEMENTS					
D-1	238	LF	8" DR 26 PVC PIPE (0'-8'), COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 53.00	\$12,614.00
D-2	70	LF	6" SDR 26 WASTEWATER PVC PIPE,, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 51.00	\$3,570.00
D-3	1	EA	MANHOLE WITH COLTED COVER (8'-12') (4' DIA), COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 6,000.00	\$6,000.00
D-4	1	EA	8" PVC CLEANOUT, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 1,200.00	\$1,200.00

D-5	1	EA	SINGLE WASTEWATER SERVICE, COMPLETE AND IN PLACE, PER EACH, FOR _____ DOLLARS AND _____ CENTS.	\$ 1,700.00	\$1,700.00
D-6	1	LS	TIE TO EXISTING WW LINE, COMPLETE AND IN PLACE, PER LUMP SUM, FOR _____ DOLLARS AND _____ CENTS.	\$ 1,000.00	\$1,000.00
D-7	308	LF	TRENCH EXCAVATION PROTECTION, COMPLETE AND IN PLACE, PER LINEAR FOOT, FOR _____ DOLLARS AND _____ CENTS.	\$ 2.00	\$616.00
SUBTOTAL WASTEWATER IMPROVEMENTS					\$ 26,700.00

EROSION AND SEDIMENTATION CONTROL					
E-4	1,812	SY	SEEDING (PERM) (BERMUDA), COMPLETE AND IN PLACE, PER SQUARE YARD, FOR _____ DOLLARS AND _____ CENTS.	\$ 1.00	\$1,812.00
SUBTOTAL EROSION AND SEDIMENTATION CONTROLS					\$1,812.00

TOTAL BASE CONTRACT	\$ 60,302.00
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FINAL SUBDIVISION / SITE PROJECT CHECKLIST

Date: 12/20/2021

Name of Project: Hutto Crossing Phase 4 Section 11

Conditional / Final Acceptance Date: _____

Inspector's Name: Todd Meaker Job Number(s): _____

Note: All spaces need to be initialed by Inspector including N/A.

Y 1. Project Construction Summary Date Received: 12/21/2021

Y 2. Engineer's Concurrence Letter Date Received: 12/21/2021

Y 3. Maintenance Bond(s) Date Received: 12/21/2021

Y 4. Final Cost & Quantities Date Received: 12/21/2021

Y 5. As-built Reproducible Plans Date Received: 12/21/2021
(1-24"X36", pdf scan, ACAD Base Map files)

N/A 6. TDLR Inspection Report Date Received: _____

✓ 7. Test Reports ✓ Manhole Test ✓ WW Low Air Pressure Test / Mandrel Test
✓ TV Test ✓ Valve & Hydrant Test
✓ Bacteriological Test ✓ Water Pressure Test

TM 8. Punch List Date Completed: _____

2 9. No. of Lots for Subdivisions 2 Total Acres in Subdivision. 2.91

Comments: _____

Please initial: TM Inspector, _____ Supervisor, _____ Administrative Assistant
Received by: _____



SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
713-812-0800

Bond No. 4438057MNT

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Joe Bland Construction, LP as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Hutto as Obligee, in the penal sum of Sixty Thousand Three Hundred Two and 00/100's (\$60,302.00) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: Hutto Crossing Phase 4, Section 11 Access & Utility Improvements.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two (2) year (s) after the acceptance of City Council of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of Two (2) year (s) from the acceptance of City Council, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor

any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

No right of action shall accrue hereunder to or for the benefit of any person or entity other than the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 6th day of October, 2021.

Joe Bland Construction, LP

Principal

By: 

Joe Bland
President, Bland, Inc.
General Partner

SureTec Insurance Company

By: 

Brad Ballew, Attorney-in-Fact

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

David S. Ballew, Brad Ballew, Connie Davis, David Fernea

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of November, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



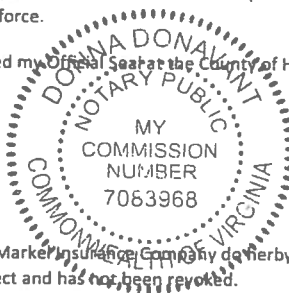
Markel Insurance Company

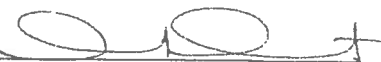
By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 18th day of November, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.

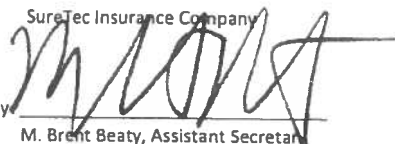


By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 6th day of October, 2021.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION
--

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

HUTTO CROSSING PHASE 4, SECTION 11

ACCESS AND UTILITY IMPROVEMENTS

HUTTO CROSSING PHASE 4, SECTION 11
PROJECT ADDRESS
HUTTO, TEXAS PERMIT #
PERMIT #

NOTES:

1. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF HUTTO AND WILLIAMSON COUNTY MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.
2. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN ZONE "A" AS DELINEATED ON WILLIAMSON COUNTY FEDERAL EMERGENCY MANAGEMENT AGENCY MAP #48491C0515E, EFFECTIVE DATE SEPTEMBER 26, 2008.
3. THE 100 YEAR FLOOD PLAIN SHALL BE CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON
- 4.
- ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF HUTTO MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

SUBMITTED FOR APPROVAL BY:
MURFEE ENGINEERING CO.,

Kent W. Martin
REGISTERED PROFESSIONAL ENGINEER

8/5/2019
DATE



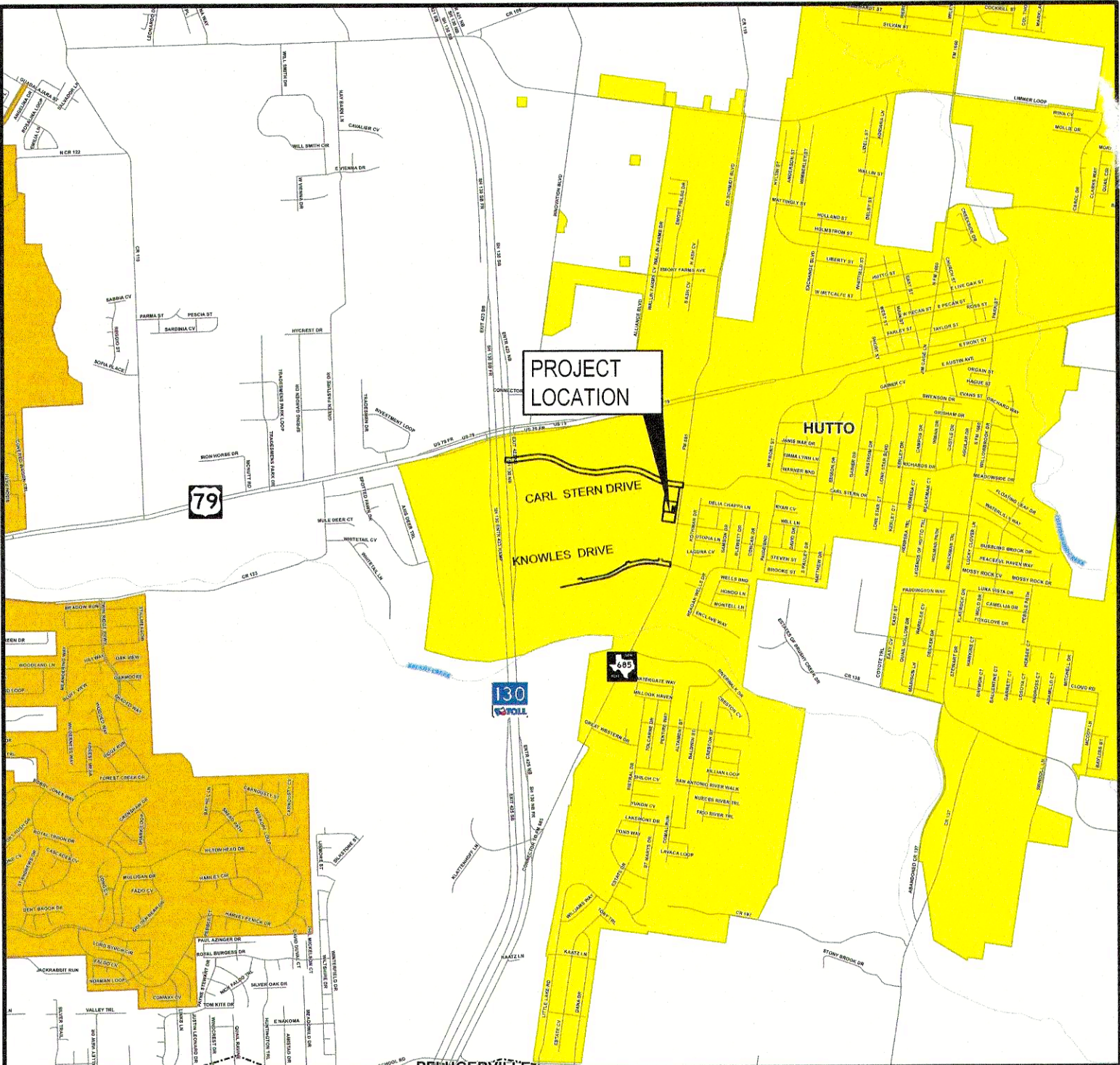
APPROVED BY:

[Signature]
CITY OF HUTTO

8-29-19
DATE

[Signature]
WILLIAMSON COUNTY EMERGENCY SERVICE DISTRICT #3
ANY REVISIONS AFTER THE SIGNATURE DATE ARE NOT VALID UNLESS
PREAPPROVED BY WILLIAMSON COUNTY EMERGENCY SERVICE DISTRICT #3. THE
STREET WIDTH DO NOT MEET FIRE CODE REQUIREMENTS.

8-21-19
DATE



MAPSCO
WILLIAMSON
COUNTY STREET
GUIDE PAGE 379

LOCATION MAP
NOT TO SCALE

OWNER

HUTTO OPTION MEZZ HOLDINGS, LLC,
10100 SANTA MONICA BLVD., STE 1000
LOS ANGELES, CA 90067

SURVEYOR

CAPITAL SURVEYING CO. INC.
925 CAPITAL OF TX. HWY. S.
BUILDING B-115
WEST LAKE HILLS, TX 78746
PH.: 512-327-4006

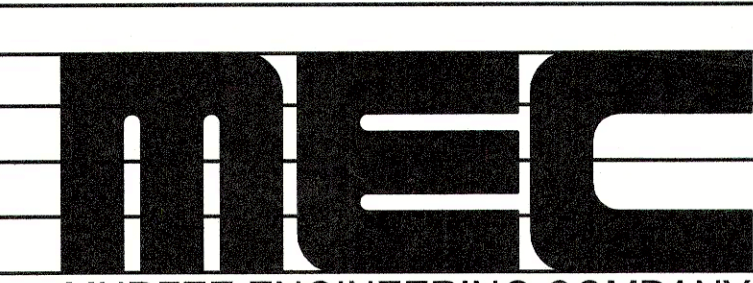
SHEET INDEX

NO.	DESCRIPTION
1	TITLE SHEET
2	PLAT SHEET 1
3	GENERAL NOTES SHEET 1
4	GENERAL NOTES SHEET 2
5	SITE PLAN
6	DIMENSION CONTROL PLAN
7	GRADING AND DRAINAGE PLAN
8	DRAINAGE AREA MAPS
9	EROSION AND SEDIMENTATION CONTROL PLAN
10	WASTEWATER AND WATER PLAN AND PROFILES
11	STREET & DRAINAGE DETAIL SHEET 1
12	TXDOT DETAIL SHEET SETP-CD SHEET 1 OF 2
13	TXDOT DETAIL SHEET SETP-CD SHEET 2 OF 2
14	WASTEWATER DETAIL SHEET 1
15	WASTEWATER DETAIL SHEET 2
16	WATER DETAIL SHEET 1
17	EROSION CONTROL AND SEDIMENTATION DETAIL SHEET 1

RECORD DRAWINGS

THESE DRAWINGS HAVE BEEN PREPARED IN PART ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY THE CONTRACTORS AND OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.

SUBMITTAL DATE: ORIGINAL SUBMITTAL DATE

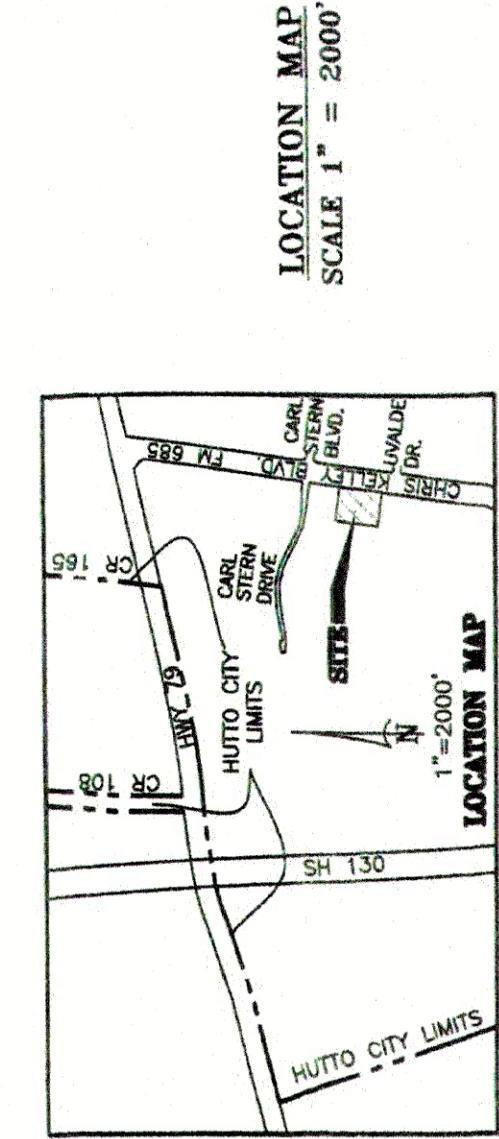


MURFEE ENGINEERING COMPANY

1101 CAPITAL OF TEXAS HIGHWAY SOUTH
BUILDING D, SUITE 110
AUSTIN, TEXAS 78746
(512) 327-9204
Texas Registered Engineering Firm F-353

NO.	DESCRIPTION	BY	DATE	APPROVED	DATE
1	SHEETS 4, 5, 7, 10 AND 11. COMPLETE NOTE, REVISE CURB CUT, SHORTEN STORMSEWER, REVISE WW SERVICE LOCATION AND LINE STATION, CORRECT DRIVEWAY SECTION.	<i>LM</i>	<i>8/5/2019</i>		

Doc # 2019076242



OWNER'S CERTIFICATION

STATE OF TEXAS { } KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON { }

I, AARON GIOVARA, OWNER, HUTTO OPTION MEZZ HOLDINGS, LLC, SOLE OWNER OF THAT CERTAIN 51.979 ACRE TRACT (TRACT 5) AND THAT CERTAIN 64.428 ACRE TRACT (TRACT 7) DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2009018029 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THERE ARE NO LIEN HOLDERS OF THE SAID 51.979 ACRE TRACT AND THE SAID 64.428 ACRE TRACTS AND DO HEREBY CERTIFY THAT THERE ARE NO UNRECORDED EASEMENTS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES DEDICATED TO THE CITY OF HUTTO, THE STREETS, ALLEYS, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS HUTTO CROSSING, PHASE 4, SECTION 11.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 13 day of JUNE, 2019.

Aaron A. Giovara, Owner
Hutto Option Mezz Holdings LLC
10100 Capital of Texas Highway South
Los Angeles, CA 90067

State of California { }

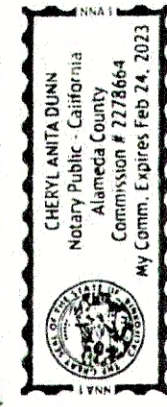
County of San Francisco { }

On June 13, 2019, before me, Cheryl Dunn, personally appeared Aaron A. Giovara who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the owner of the within instrument. The instrument was acknowledged by him as the owner of the within instrument. I, the undersigned, being a duly qualified and authorized notary public in and for the State of California, do hereby certify that the foregoing instrument was executed by the person or persons named in the foregoing instrument, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cheryl Dunn



ENGINEER'S CERTIFICATION

STATE OF TEXAS { } KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON { }

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0515E, EFFECTIVE DATE SEPTEMBER 26, 2006, FOR WILLIAMSON COUNTY, TEXAS.

I, KENNETH W. MARTIN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS 24th DAY OF JUNE, 2019.

Kenneth W. Martin
Registered Professional Engineer No. 65971
State of Texas
Hutto Crossing Engineering Company
1100 Capital of Texas Highway South
Building D, Austin, Texas 78746 (512)
(512)-327-9204



STATE OF TEXAS
COUNTY OF WILLIAMSON

FIELDNOTE DESCRIPTION OF a 2.912 acre tract out of the Nathaniel Edwards Survey No. 21, Abstract No. 225, Williamson County, Texas, being out of that certain 51.979 acre tract described as Tract 5 and the remainder of that certain 64.428 acre tract, described as Tract 7, both conveyed to Hutto Option Mezz Holdings LLC, by deed recorded in Document No. 2009018029 of the Official Public Records of Williamson County Texas, the said 2.912 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod, with aluminum TADOT cap, found on the westerly right-of-way line of Chris Kelley Boulevard (State Highway FM 685 - R.O.W. varies), same being the southeast corner of the said Tract 5, the northeast corner of said Tract 7 and the southwest corner of that 3.315 acre tract, described as Exhibit "B", and northwest corner of that 1.399 acre tract, described as Exhibit "C", both conveyed to the Texas Transportation Commission, recorded in Document No. 201304568 of the said Official Public Records;

THENCE, S89°33'46"W, with the common easterly line of said Tract 7 and westerly line of the said 1.399 acre tract, bearing S89°33'46"W, 127.00 feet to a 1/2" iron rod, with aluminum TADOT cap, found for the most part at the southeast corner of Lot 1, Block B, Hutto Crossing, Phase 4, Section 2 subdivision, recorded in Document No. 2017025369 of the said Official Public Records and the southeast corner of the herein described tract;

THENCE, leaving the westerly right-of-way line of the aforesaid 1.399 acre tract (Chris Kelley Boulevard), across said Tract 7 and Tract 5, with the easterly line of aforesaid Lot 3, Block "B", Hutto Crossing, Phase 4, Section 2, for the following four (4) courses:

- N82°18'19"W, 275.69 feet to a 1/2" iron rod, plastic cap marked "Capital Surveying Company, Inc.", set for the southwest corner of the herein described tract;
- N07°43'57"E, 269.18 feet to a 1/2" iron rod, plastic cap marked "Capital Surveying Company, Inc.", set for corner;
- N82°16'03"W, 13.74 feet to a 1/2" iron rod, plastic cap marked "Capital Surveying Company, Inc.", set for corner;
- N07°33'42"E, 185.55 feet to an "X" found in concrete for the southwest corner of Lot 1, Block B, Hutto Crossing, Phase 4, Section 3, Block "B", Hutto Crossing, Phase 4, Section 2, Final Plat subdivision, recorded in Document No. 2017014637 of the said Official Public Records, for the northwest corner of the herein described tract;

THENCE, S82°24'56"E, leaving the easterly line of said Lot 3, Block "B", Hutto Crossing, Phase 4, Section 2, with the south line of said Lot 1, Block B, Hutto Crossing, Phase 4, Section 3, being across said Tract 5, for a distance of 286.94 feet to a 1/2" iron rod, plastic cap marked "Capital Surveying Company, Inc.", set for the southeast corner of Lot 1, Block B, Hutto Crossing, Phase 4, Section 2, subdivision, recorded in Document No. 2017025369 of the said Official Public Records and the northeast corner of the herein described tract;

THENCE, S07°36'11"W, leaving the south line of said Lot 1, Block B, Hutto Crossing, Phase 4, Section 3, with the common westerly right-of-way line of Chris Kelley Boulevard and said Tract 5, for a total distance of 364.02 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 2.912 acres of land area.

BENCHMARK:

- TBM 26 COTTON GIN SPINDLE SET IN NORTH SIDE OF POWER POLE ON THE WEST SIDE OF FM 685, SOUTH SIDE OF CARL STERN DRIVE. ELEV. = 641.84 F.B. 1/97
- TBM 20 COTTON GIN SPINDLE SET IN POWER POLE, 70' NORTH OF THE SOUTHEAST CORNER OF HUTTO CROSSING, PHASE 4, SECTION 2. ELEV. = 640.15 F.B. 1/81 P. 30

GENERAL NOTES:

- BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (GHD)
- DOCUMENT NO. 9713885 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS STATES THAT THEY HAVE THE RIGHT TO RELOCATE THE EASEMENT IN THE SAME RELATIVE POSITION TO ANY ADJACENT ROAD IF AND AS SUCH IS WISHED IN THE FUTURE.
- UNLESS OTHERWISE NOTED, RECORD INFORMATION IS THE SAME AS FOUND.
- ZONING AND SETBACK REQUIREMENTS ARE SUBJECT TO ORDINANCE 0-13-05-09-11A1 AMENDING THE CROSSROADS OF CARMEL CREEK (PUD).
- 10' P.U.E. AND ELECTRIC EASEMENT GRANTED TO TEXAS UTILITIES ELECTRIC COMPANY IN DOC. NO. 9713885 ARE ADJACENT TO THE EAST LINE OF LOT 1
- THE JOINT USE ACCESS EASEMENT AS RECORDED IN DOCUMENT NO. 2017025369 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SHOWS AN EASEMENT LINE OF INDETERMINATE WIDTH PARALLEL TO THE EAST LINE (S07°33'42"W 507.00') OF PROPOSED LOT 3, BLOCK "B", AN ACCESS DRIVE IS ALSO SHOWN IN THE DOCUMENT THAT IS 18.44' OFF THE SAID EAST LINE AND WITHIN THE JOINT USE ACCESS EASEMENT.
- LOTS 1 AND 2, BLOCK "A" ARE A PORTION OF TRACT 2 (275' RESTRICTION EASEMENT) DECLARATION OF EASEMENTS AND RESTRICTIONS AS RECORDED IN DOCUMENT NO. 2017042410 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

HUTTO CROSSING PHASE 4, SECTION 11 FINAL PLAT

OWNER:
HUTTO OPTION MEZZ HOLDINGS, LLC
11000 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

ENGINEER:
MURFEE ENGINEERING COMPANY
1101 Capital of Texas Highway South
Building D,
Austin, Texas 78746

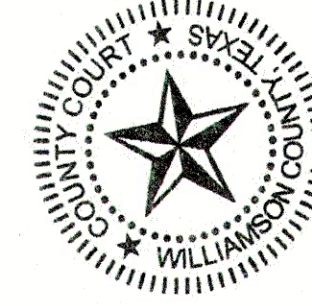
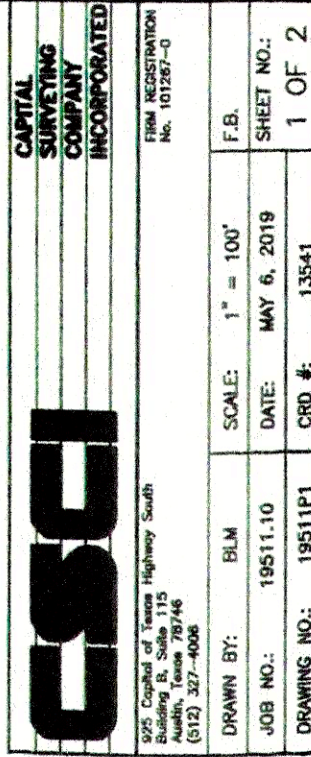
SURVEYOR:
CAPITAL SURVEYING CO., INC.
925 Capital of Texas Highway South
Austin, Texas 78746
Firm Registration No. 101267-0

LAND USE SUMMARY:
TOTAL ACRES: 2.912 ACRES
NON-RESIDENTIAL LOTS: 2
TOTAL NUMBER OF LOTS: 2

SURVEY:
NATHANIEL EDWARDS SURVEY No. 21, First, No. 225

GENERAL NOTES:

- STREET LIGHTING SHALL BE PROVIDED IN ACCORDANCE WITH SEC. 3.8 OF THE HUTTO CROSSINGS PUD AGREEMENT.
- WASTEWATER SYSTEM FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO. APPROPRIATE WASTEWATER SYSTEM IS INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATION FOR INSTALLING ANY WASTEWATER IMPROVEMENTS TO SERVE THIS SITE.
- UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE: WATER: CITY OF HUTTO; WASTEWATER: CITY OF HUTTO; ELECTRIC: ONCOR.
- IF OF HUTTO CROSSING, NO RESPONSIBILITY FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS TO SERVE THIS SITE.
- DEVELOPMENT OF THIS SUBDIVISION CONFORMS WITH THE CONCLUSIONS OF "DETERMINATION OF THE HYDROLOGIC IMPACT OF PROPOSED HUTTO CROSSING DEVELOPMENT" USING UPPER 10, 2013 AND ADDENDUM DATED JANUARY 16, 2014.
- THIS TRACT LIES IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS IDENTIFIED BY THE U.S. FEDERAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0515E, EFFECTIVE DATE SEPTEMBER 26, 2006, FOR WILLIAMSON COUNTY, TEXAS.
- NO BUILDING, FENCING, LANDSCAPE OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- BUILDING SETBACK LINES SHALL CONFORM TO THE HUTTO CROSSING P.U.D. REQUIREMENTS.
- A FIVE FOOT (5') PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR PROPERTY LINES.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- SIDEWALKS AND TREES SHALL BE PROVIDED ON THE SUBDIVISION SIDE OF FM 685 (CHRIS KELLEY BOULEVARD).
- IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHOULD BE A MINIMUM OF ONE FOOT (1') ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY A DISTANCE OF AT LEAST TEN FEET AT LEAST 1/2 INCH PER FOOT FOR ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE HUTTO CROSSING P.U.D. AGREEMENT. CITY OF HUTTO CONSTRUCTION STANDARDS AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- THE LOTS IN THIS SUBDIVISION ARE RESTRICTED TO USES OTHER THAN SINGLE FAMILY RESIDENTIAL.



Nancy E. Rister, Clerk County Court
Williamson County, Texas

By Brenda McCarrie, Deputy

HUTTO CROSSING
PHASE 4, SECTION 11
FINAL PLAT

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument was filed for record in my office on the 13th day of AUGUST, 2019, A.D., at 1:00 o'clock, P.M. and duly recorded this 13th day of AUGUST, 2019, A.D., at 1:14 o'clock, P.M., in the Official Public Records of said County in Document No. 2017025369.

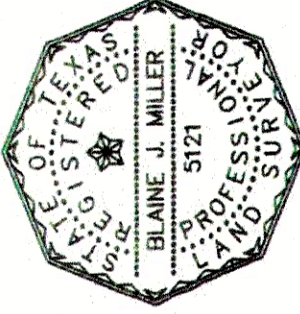
TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

SURVEYOR'S CERTIFICATION

STATE OF TEXAS { } KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON { }
I, BLAINE J. MILLER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, BOUNDARY LINE CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS 24th day of JUNE, 2019.



Blaine J. Miller
Registered Professional Land Surveyor
No. 5121 State of Texas
Firm Registration No. 101267-0
925 Capital of Texas Highway South
Building B, Suite 115
Austin, Texas 78746
(512) 327-4006

CITY OF HUTTO BUSINESS AND DEVELOPMENT SERVICES

This subdivision is located within the city limits of the City of Hutto, this the day of AUGUST, 2019.

APPROVAL: Ashtley Grubbs DATE: 8-2-19
CITY OF HUTTO DIRECTOR OF DEVELOPMENT SERVICES

APPROVAL: Ray Gude DATE: 8/2/2019
CITY OF HUTTO Mayor

This plat was approved for recording by the Hutto City Council on the 20th day of JUNE, 2019.

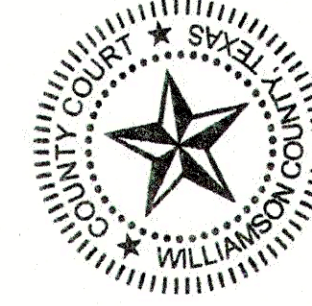
APPROVAL: Shirley Hale DATE: 8/2/2019
CITY OF HUTTO City Secretary

STATE OF TEXAS { } KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON { }

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument was filed for record in my office on the 13th day of AUGUST, 2019, A.D., at 1:00 o'clock, P.M. and duly recorded this 13th day of AUGUST, 2019, A.D., at 1:14 o'clock, P.M., in the Official Public Records of said County in Document No. 2017025369.

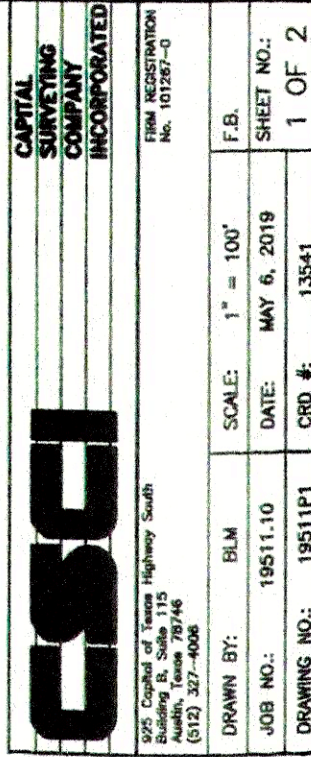
TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.



Nancy E. Rister, Clerk County Court
Williamson County, Texas

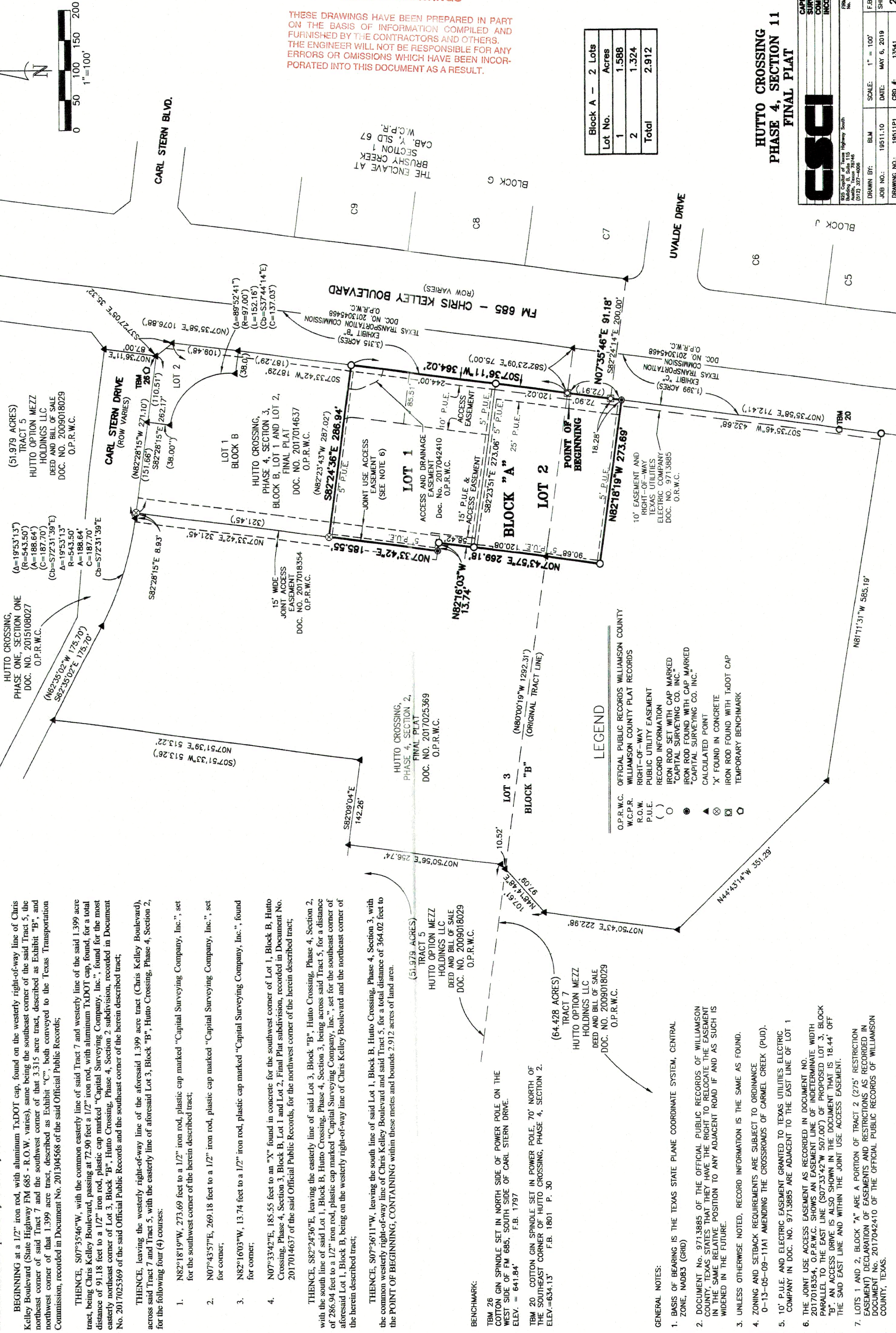
By Brenda McCarrie, Deputy

HUTTO CROSSING
PHASE 4, SECTION 11
FINAL PLAT



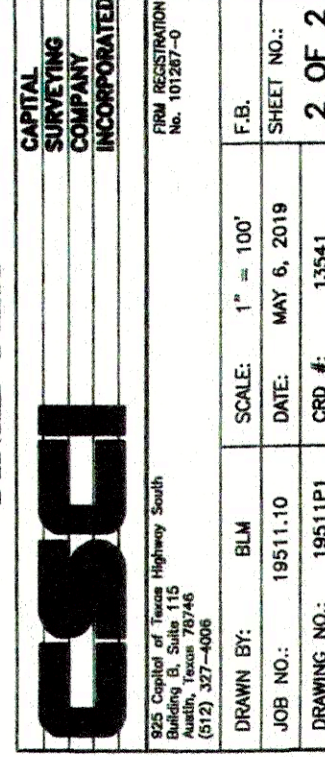
HUTTO CROSSING PHASE 4, SECTION 11 FINAL PLAT

Doc # 2019076242



Block A - 2 Lots		
Lot No.	Acres	
1	1.588	
2	1.324	
Total	2.912	

HUTTO CROSSING
PHASE 4, SECTION 11
FINAL PLAT

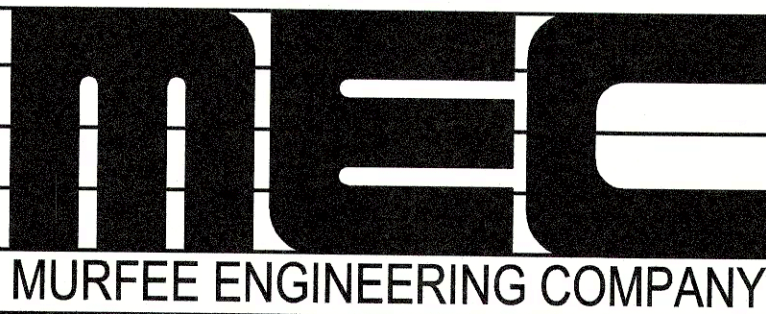


- UPDATED AUGUST 2018

DATE: August 20, 2019

DATE: _____

DATE: August 20, 2019



1101 CAPITAL OF TEXAS HIGHWAY SOUTH
BUILDING D, SUITE 110
AUSTIN, TEXAS 78746
(512) 327-9204
Texas Registered Engineering Firm F-353

NOTES 1

THESE DRAWINGS HAVE BEEN PREPARED IN PART ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY THE CONTRACTORS AND OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.

NOTE

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF HUTTO MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

SHEET NO.

3 OF 17

FILE NO

3-4-NOTES SHEETS 1 AND 2.dwg

JOB NO.

11 038 410

PLOT DATE: 10/24/2019 4:30 PM Randy
FILE PATH: W:\Hutto Crossing\Phase 4 Section 11\ CAD\ Design Drawings\ Site Plan Set3--NOTES SHEETS 1 AND 2.dwg

TO ALL CONTRACTORS:

GENERAL CONSTRUCTION NOTES FOR PLANS THESE PLANS ARE NOT TO BE CONSIDERED FINAL FOR CONSTRUCTION UNTIL APPROVED BY CITY OF HUTTO. CHANGES MAY BE REQUIRED PRIOR TO APPROVAL.

1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS FROM THE CITY OF HUTTO PRIOR TO BEGINNING ANY ON-SITE CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING THE NECESSARY INSPECTIONS FROM THE CITY OF HUTTO. ALL REPAIRS TO IMPROVEMENTS CAUSED BY CONTRACTOR'S FAILURE TO INSTALL IMPROVEMENTS IN ACCORDANCE WITH THE CITY OF HUTTO SPECIFICATIONS AND THESE CONSTRUCTION PLANS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CITY OF HUTTO ACCEPTANCE OF THE IMPROVEMENTS ARE CONTINGENT ON REPAIRS BEING MADE TO CITY OF HUTTO'S SATISFACTION. DELAYS CAUSED BY REPAIRS ARE THE RESPONSIBILITY OF THE CONTRACTOR.

2. CONTRACTOR SHALL ENSURE THAT VEHICLES LEAVING THE CONSTRUCTION SITE ONTO PUBLICLY MAINTAINED ROADWAYS ARE CLEAR OF MUD AND DEBRIS.

3. NO EXPLOSIVES SHALL BE USED FOR THIS PROJECT.

4. ALL HOLES, TRENCHES AND OTHER HAZARDOUS AREAS SHALL BE ADEQUATELY PROTECTED BY BARRICADES, FENCING, LIGHTS AND/OR OTHER PROTECTIVE DEVICES AT ALL TIMES.

5. CONTRACTOR SHALL COMPLY WITH CONSTRUCTION SEQUENCING AS SPECIFIED IN THE CONSTRUCTION PLANS.

6. PERMIT IS REQUIRED FOR CONSTRUCTION IN 'RIGHT OF WAY'. NO DRIVEWAY, UTILITY CONSTRUCTION, MAILBOXES, LANDSCAPING OR ANY OTHER ENCROACHMENT INTO RIGHT-OF-WAY OR EASEMENT SHALL BE ALLOWED WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF HUTTO.

7. PRIOR TO THE INSTALLATION OF ANY ROAD BUILDING MATERIAL THE SUBGRADE SHALL BE INSPECTED BY THE CITY OF HUTTO. PRIOR TO PAVING, BASE MATERIAL SHALL BE INSPECTED BY THE CITY OF HUTTO. THE CONTRACTOR SHALL NOTIFY THE CITY TWENTY-FOUR (24) HOURS PRIOR TO THE TIME WHEN THE INSPECTION IS NEEDED.

8. ANY EXISTING PAVEMENT, CURBS, AND/OR SIDEWALKS DAMAGED OR REMOVED WILL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE BEFORE ACCEPTANCE OF THE SUBDIVISION.

9. ALL STORM SEWER PIPES TO BE CLASS III RCP UNLESS NOTED OTHERWISE.

10. CONSTRUCTION OF THE ROADWAYS SHOULD PROCEED IN ACCORDANCE WITH THE FOLLOWING RECOMMENDATIONS AND THE CITY OF GEORGETOWN STANDARD SPECIFICATIONS:

11. MANHOLE FRAMES, COVERS, AND WATER VALVE COVERS WILL BE RAISED TO FINISHED GRADE AT CONTRACTOR'S EXPENSE BY A QUALIFIED CONTRACTOR WITH CITY OF HUTTO INSPECTION. ALL UTILITY ADJUSTMENTS SHALL BE COMPLETED PRIOR TO FINAL PAVING OR CONCRETE CONSTRUCTION.

12. THE CONTRACTOR SHALL CONFINE HIS WORK TO WITHIN THE LIMITS OF CONSTRUCTION WHICH ARE DEFINED BY THE LIMITS OF RIGHT-OF-WAY AND/OR EASEMENTS. NO CLEARING IS ALLOWED FOR THE INSTALLATION OF SILT FENCES, ROCK BERMS, OR ROCK WALLS WHICH ARE LOCATED OUTSIDE OF THE RIGHT-OF-WAY UNLESS AUTHORIZED BY CITY OF HUTTO INSPECTOR OR HIS DESIGNATED REPRESENTATIVE.

13. REMOVE ALL ORGANICS, EXISTING PAVEMENTS, ANY DELETERIOUS MATERIAL ENCOUNTERED, AND SURFICIAL SOILS TO A DEPTH OF AT LEAST 6 INCHES.

14. SCARIFY AND COMPACT THE CUT SOIL SUBGRADE TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY DETERMINED BY AASHTO T-99, METHOD D. HOLD WATER CONTENTS DURING CONSTRUCTION TO WITHIN ±3% OF THE OPTIMUM WATER CONTENT.

15. PROOFROLL THE PREPARED SUBGRADE IN ACCORDANCE WITH ITEM 216 OF THE CURRENT TXDOT STANDARD SPECIFICATIONS. THE PROOF ROLLING OPERATION SHOULD BE OBSERVED BY A REPRESENTATIVE OF THE GEOTECHNICAL ENGINEER. ANY SOFT OR WEAK SUBGRADE SHOULD BE OVER-EXCAVATED AND REPLACED WITH CRUSHED LIMESTONE BASE MATERIAL ELECTED AND PLACED AS RECOMMENDED IN ITEM 4 BELOW.

16. ON THE PREPARED SUBGRADE, PLACE THE RECOMMENDED THICKNESS OF CRUSHED LIMESTONE FLEXIBLE BASE THAT CONFORMS TO "FLEXABLE BASE" ITEM 210 STANDARD SPECIFICATIONS FOR CITY OF AUSTIN, TEXAS. COMPACT THE FLEXIBLE BASE TO 100% OF THE MAXIMUM DRY DENSITY DETERMINED USING TXDOT TEST METHOD TEX-113-E. HOLD WATER CONTENTS TO WITHIN ±3% OF THE OPTIMUM, AND MAINTAIN COMPACTED LIFT THICKNESSES TO 6 INCHES OR LESS.

17. PROVIDE AND PLACE THE PROPER THICKNESS OF HOT MIX ASPHALTIC CONCRETE WHICH CONFORMS TO "HOT MIX ASPHALTIC CONCRETE" ITEMS NO. 301S, 302S AND 340S IN THE STANDARD SPECIFICATIONS FOR PAVING AND DRAINAGE IMPROVEMENTS CITY OF AUSTIN, TEXAS. PROJECT SPECIFICATIONS SHOULD DICTATE THAT THE HMAC THICKNESS SPECIFIED IN THE TABLE BE A MINIMUM AT ANY LOCATION RATHER THAN AN AVERAGE.

18. CARRY THE CRUSHED LIMESTONE BASE MATERIAL (CLBM) AT LEAST 36 INCHES BEHIND THE BACK OF CURB. BEHIND CURB BACKFILL SHALL CONSIST OF ON-SITE CLAY SOILS AND SHALL BE PLACED AND COMPACTED (95% TEX-113-E) FOR A DISTANCE OF 3.5 FT BEHIND THE CURB PRIOR TO PLACEMENT OF THE LAST BASE COURSE. AT LEAST 8 INCHES OF THE COMPACTED CLAY SHALL BE USED TO CAP THE CLBM BEHIND THE CURB TO PREVENT WATER INFILTRATION INTO THE CLBM. TO MITIGATE CRACKING AND REDUCE DISPLACEMENT OF CONCRETE CURB AND GUTTERS, THE OWNER MAY CONTINUE TO USE REINFORCING STEEL IN THE BOTTOM GUTTER PORTION OF THE CURB.

BENCHMARKS:

TBM 28
COTTON GIN SPINDAL SET IN NORTH SIDE OF POWER POLE
ON THE WEST SIDE OF FM 685, SOUTH SIDE OF CARL STERN DRIVE.
ELEV. = 641.84 F.B. 1797

TBM 20
COTTON GIN SPINDAL SET IN POWER POLE,
70' NORTH OF THE SOUTHEAST CORNER OF HUTTO CROSSING,
PHASE 4, SECTION 2.
ELEV. = 634.13' F.B. 1801 P. 30

SPECIAL STREET CONSTRUCTION NOTES

1. THE SUBGRADE MATERIAL WAS TESTED BY HOLT ENGINEERING INCORPORATED AND DRIVEWAY SECTION DESIGNED ACCORDING TO CURRENT CITY OF AUSTIN DESIGN CRITERIA. THE DRIVEWAY SECTION TO BE CONSTRUCTED IS:

WIDTH	MINIMUM THICKNESS REQUIREMENTS		
	CONCRETE SURFACE	CRUSHED LIMESTONE BASE	LIME STABILIZED SUBGRADE
30'	6"	0"	10"

2. ALL ROADWAY CONSTRUCTION TESTING SHALL BE IN CONFORMANCE WITH THE RECOMMENDATIONS OF THE GEO-TECHNICAL INVESTIGATION.

3. SEE SUBSURFACE INVESTIGATION AND PAVEMENT DESIGN REPORT FOR ADDITIONAL REQUIREMENTS FOR DRIVEWAY FILLS AND ROADWAY CONSTRUCTION.

SPOIL DISPOSAL NOTES:

A. THE TEMPORARY SPOILS DISPOSAL SITE ARE OUTLINED ON THE EROSION/SEDIMENTATION CONTROL MAP.

B. NO PERMANENT SPOILS DISPOSAL ON-SITE EXCEPT IN THOSE AREAS DESIGNATED IN THE PLANS.

C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OFF-SITE DISPOSAL OF SURPLUS MATERIAL INCLUDING ALL REQUIRED PERMITS.

CONSTRUCTION SEQUENCING

1. 48 HOURS PRIOR TO BEGINNING ANY WORK, CALL DIG TESS AT 1-800-344-8377 FOR UTILITY LOCATIONS AND OBTAIN STREET CUT PERMIT FOR ANY WORK WITHIN RIGHT-OF-WAY.

2. INSTALL TEMPORARY EROSION CONTROLS AND TREE/NATURAL AREA PROTECTION FENCING PRIOR TO PRE-CONSTRUCTION MEETING AND ANY SITE CLEARING AND GRUBBING. NOTIFY TXDOT, AND CITY OF HUTTO FOR A PRE-CONSTRUCTION MEETING AT LEAST 3 DAYS PRIOR TO THE MEETING, WHEN INSTALLED.

3. PRE-CONSTRUCTION MEETING SHALL HAVE THE FOLLOWING NOTIFIED TO ATTEND: OWNER, CITY OF HUTTO, AND ENGINEER.

4. DELIVER APPROVED ROUGH CUT SHEETS TO THE CITY OF HUTTO PRIOR TO CLEARING AND GRUBBING.

5. ROUGH GRADE STREETS.

6. INSTALL ALL UTILITIES TO BE LOCATED UNDER THE PROPOSED PAVEMENT.

7. DELIVER STORM SEWER CUT SHEETS TO CITY OF HUTTO.

8. BEGIN INSTALLATION OF STORM SEWER LINES AND OTHER UNDERGROUND UTILITIES. RESTORE AS MUCH DISTURBED AREA AS POSSIBLE, PARTICULARLY CHANNELS AND LARGE OPEN AREAS.

9. DELIVER FINAL GRADE CUT SHEETS TO CITY OF HUTTO.

10. REGRADE STREETS TO SUBGRADE.

11. INSURE THAT ALL UNDERGROUND UTILITY CROSSINGS ARE COMPLETED. LAY FIRST COURSE BASE MATERIAL ON ALL STREETS.

12. INSTALL CURB AND GUTTER.

13. LAY FINAL BASE COURSE ON ALL STREETS.

14. LAY ASPHALT.

15. COMPLETE ALL UNDERGROUND INSTALLATIONS WITHIN THE RIGHT-OF-WAY.

16. COMPLETE PERMANENT EROSION CONTROL AND RESTORATION OF SITE VEGETATION.

17. REMOVE AND DISPOSE OF TEMPORARY EROSION CONTROLS.

18. COMPLETE ANY NECESSARY FINAL DRESS UP OF AREAS DISTURBED BY ITEM 17

ENVIRONMENTAL NOTE:

1. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO IDENTIFY, OBTAIN AND PAY FOR ALL ENVIRONMENTAL AND OTHER PERMITS, LICENSES, OR WRITTEN AUTHORIZATIONS NECESSARY TO COMPLETE THE WORK AND TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND/ OR LOCAL LAWS, REGULATIONS, AND ORDINANCES. THIS INCLUDES THE DEVELOPMENT OF ANY ASSESSMENTS, PLAN, OR PROCEDURES OR OTHER DOCUMENTS REQUIRED TO COMPLY WITH ANY PERMIT, LICENSE, LAW, REGULATION, ORDINANCE OR OTHER REQUIREMENT OR AUTHORIZATION.

1

TCEQ WATER NOTES:

1. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL SANITATION FOUNDATION (ANSI/NSF) STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.

2. ALL PLASTIC PIPE FOR USE IN PUBLIC WATER SYSTEMS MUST ALSO BEAR THE NATIONAL SANITATION FOUNDATION SEAL OF APPROVAL (NSF-PW) AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150psi OR A STANDARD DIMENSION RATIO OF 26 OR LESS.

3. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF DRINKING WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY.

4. WATER TRANSMISSION AND DISTRIBUTION LINES MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. HOWEVER, THE TOP OF THE WATER LINE MUST BE LOCATED BELOW THE FROST LINE AND IN NO CASE SHALL THE TOP OF THE WATER LINE BE LESS THAN 24 INCHES BELOW GROUND SURFACE.

5. THE HYDROSTATIC LEAKAGE RATE FOR POLY(VINYL CHLORIDE (PVC) PIPE, DUCTILE IRON (DI) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICAN WATER WORKS ASSOCIATION (AWWA) C-605 AS REQUIRED IN 30TAC §290.44(A)(S). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;

$$Q = \frac{LD(P)^{\frac{5}{2}}}{148,000}$$

WHERE:

Q = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,

L = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,

D = THE NOMINAL DIAMETER OF THE PIPE IN INCHES; AND

P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI)

6. ALL WATER LINES SHALL BE HYDROSTATIC LEAK TESTED IN CONFORMANCE WITH AWWA C600-10 FOR DUCTILE IRON PIPE AND AWWA C605-94 FOR PVC PIPE.

7. ALL WATER LINES SHALL BE DISINFECTED IN CONFORMANCE WITH AWWA C651-05.

THE MAXIMUM ALLOWABLE LEAD CONTENT OF PIPES, PIPE FITTINGS, PLUMBING FITTINGS AND FIXTURES IS 0.25 PERCENT.

8. THE CONTRACTOR SHALL INSTALL APPROPRIATE AIR RELEASE DEVICES IN THE DISTRIBUTION SYSTEM AT ALL POINTS WHERE TOPOGRAPHY OR OTHER FACTORS MAY CREATE AIR LOCKS IN THE LINES. ALL VENT OPENINGS TO THE ATMOSPHERE SHALL BE COVERED WITH 16-MESH OR FINER, CORROSION RESISTANT SCREENING MATERIAL OR AN ACCEPTABLE EQUIVALENT AS REQUIRED BY 30 TAC §290.44(D)(i).

10. PURSUANT TO 30 TAC §290.44(F)(ii), THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION.

TRAFFIC CONTROL NOTES

1. LANE CLOSURES ARE ONLY ALLOWED FROM 9 AM TO 4 PM MONDAY THROUGH FRIDAY.

2. LANE CLOSURES ARE NOT ALLOWED IF PAVEMENT IS WET OR ICY.

3. CONSTRUCTION WORK WITHIN RIGHT OF WAY MUST BE SCHEDULED FOR MONDAY THROUGH FRIDAY DURING DAYLIGHT HOURS ONLY.

4. CONTRACTOR TO PROVIDE A 3:1 SAFETY WEDGE FOR EDGE OF PAVEMENT DROP-OFFS 2 INCHES OR MORE LEFT OPEN OVERNIGHT.

NOTES TO BIDDERS

1. ALL DRY UTILITY CONTRACTORS MUST BE APPROVED BY THE RESPECTIVE UTILITY COMPANIES FOR WORK ON THEIR FACILITIES.

2. ALL MANHOLES, WHETHER NEW OR ALTERED, MUST BE COATED PER CITY OF HUTTO SPECIFICATIONS.

3. ALL WASTEWATER AND STORMSEWER LINES MUST BE VIDEO-INSPECTED AS REQUIRED BY THE CITY OF HUTTO.

4. THE CONTRACTOR SHALL PREPARE A STORMWATER POLLUTION PREVENTION PLAN. (SW3P)

THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING THE NOTICE OF INTENT AND THE NOTICE OF TERMINATION, FOR PERFORMING THE NECESSARY INSPECTIONS, AND FOR MAINTAINING RECORDS OF THE INSPECTIONS.

5. ANY ITEMS REQUIRED FOR THE CONSTRUCTION OF A BID ITEM THAT ARE NOT INCLUDED AS A BID ITEM SHALL BE CONSIDERED SUBSIDIARY TO THE ORIGINAL BID ITEM.

6. CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

7. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION LAYOUT AND DETERMINING IF ANY ADJUSTMENTS FROM THE CONSTRUCTION DOCUMENTS ARE NECESSARY.

8. ALL PRODUCTS INCORPORATED INTO THE PROJECT SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.

9. ANY DEWATERING REQUIRED SHALL BE SUBSIDIARY TO THE RELATED BID ITEMS.

10. ALL SUBCONTRACTORS PROPOSED FOR WORK ON THIS PROJECT MUST BE APPROVED BY THE OWNER, THE ENGINEER AND THE CITY PRIOR TO THE PRIME CONTRACTOR ENTERING INTO A CONTRACT FOR THE WORK.

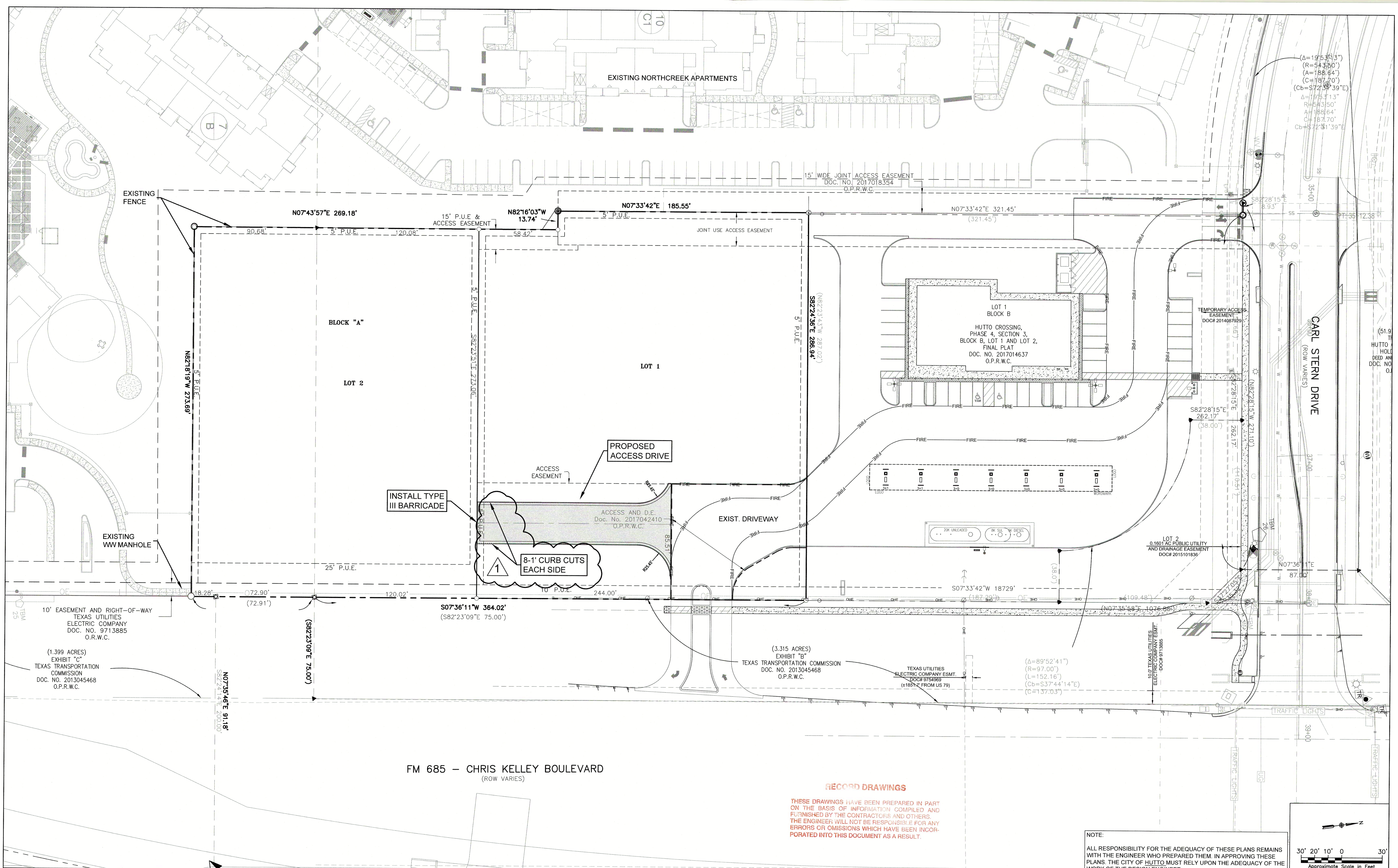
RECORD DRAWINGS

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NO.	REVISION	DESCRIPTION	BY	DATE
1	REVISED CURB CUT			

DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____
APPROVED BY: _____
DATE: October 29, 2019

MEC
MURFEE ENGINEERING COMPANY

1101 CAPITAL OF TEXAS HIGHWAY SOUTH
BUILDING D, SUITE 110
AUSTIN, TEXAS 78746
(512) 327-9204
Texas Registered Engineering Firm F-353

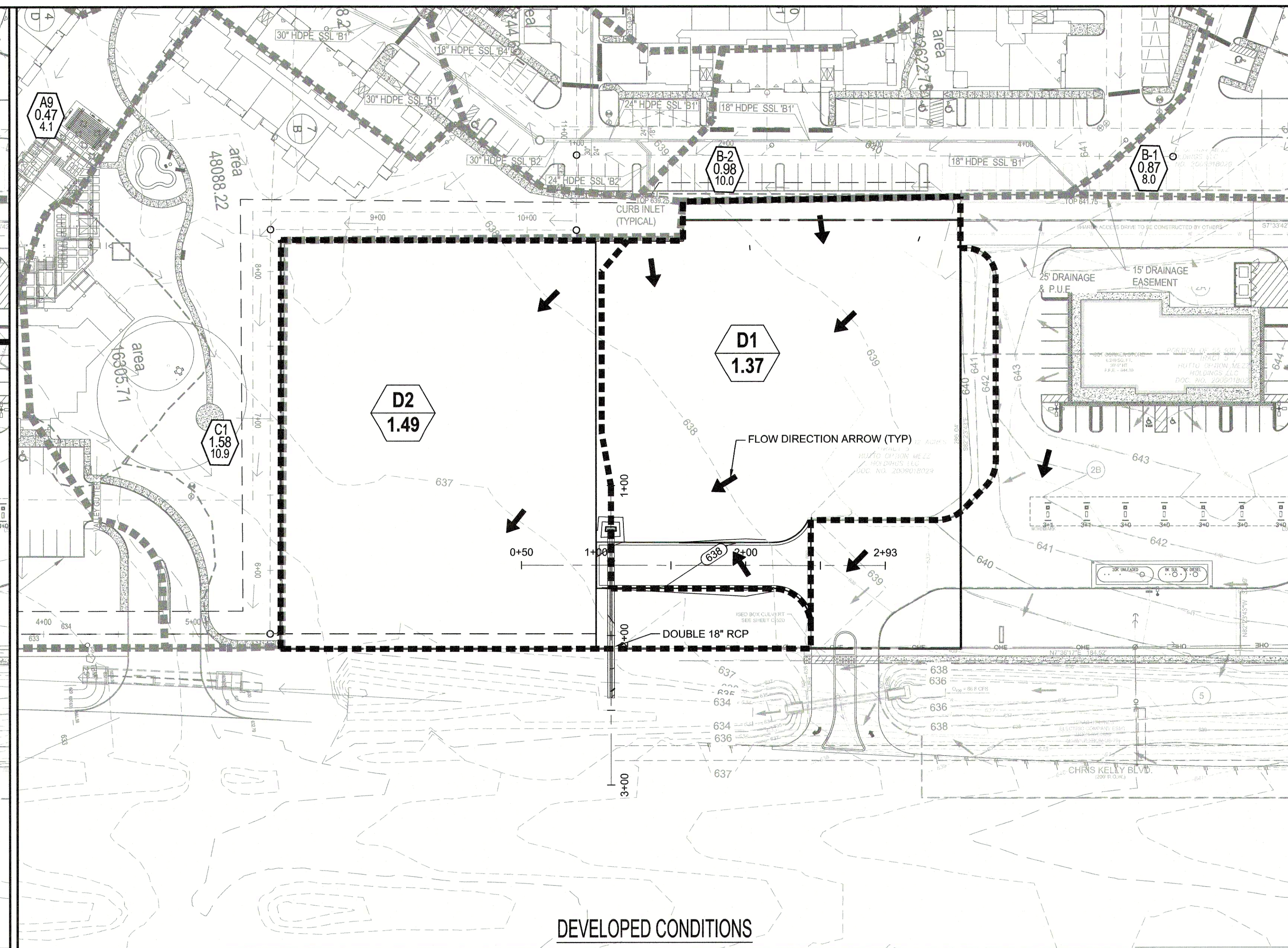
HUTTO CROSSING PHASE 4, SECTION 11
PAVING, DRAINAGE, WASTEWATER & WATER IMPROVEMENTS

SITE PLAN

NOTE:
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30' 20' 10' 0' 30'
Approximate Scale in Feet

SHEET NO. 5 OF 17
FILE NO. 05_HUTTO-4-11-p_SITE.dwg
JOB NO. 11-038.410



NOTE:

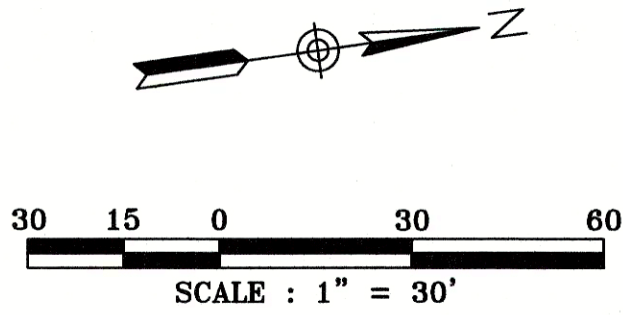
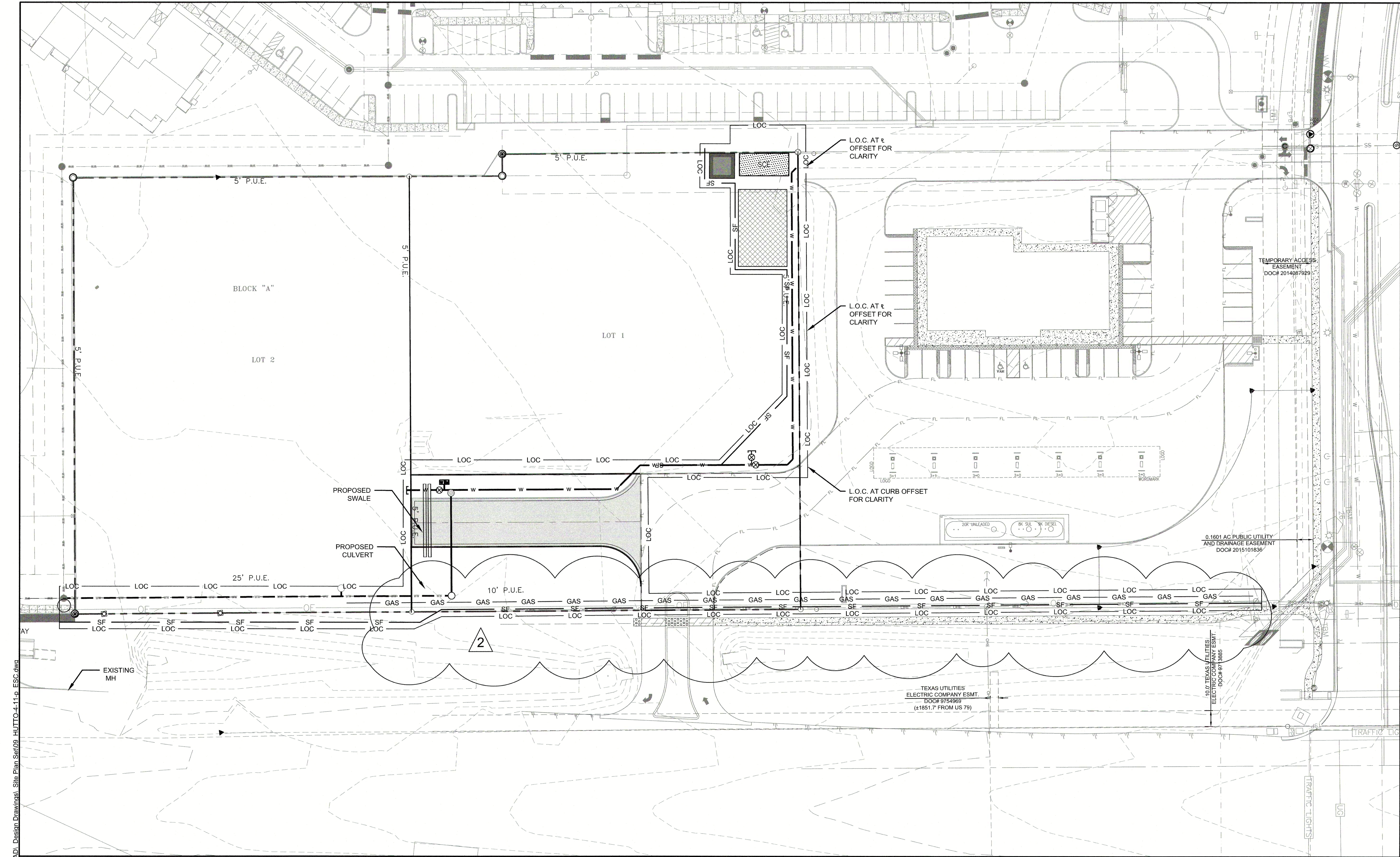
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C-VALUES (0-2%)			C-VALUES (2%-5%)			C-VALUES (5-10%)		
FREQ	Imperv.	Perv.	FREQ	Imperv.	Perv.	FREQ	Imperv.	Perv.
2	0.74	0.21	2	0.74	0.29	2	0.74	0.34
5	0.79	0.23	5	0.79	0.32	5	0.79	0.37
10	0.82	0.25	10	0.82	0.35	10	0.82	0.40
25	0.87	0.29	25	0.87	0.39	25	0.87	0.44
50	0.91	0.32	50	0.91	0.42	50	0.91	0.47
100	0.96	0.36	100	0.96	0.46	100	0.96	0.51

FREQ.	C-Values (0-2%)		C-Values (2-7%)		C-Values (>7%)	
	Imperv.	Perv.	Imperv.	Perv.	Imperv.	Perv.
2	0.74	0.21	0.74	0.29	0.74	0.34
5	0.79	0.23	0.79	0.32	0.79	0.37
10	0.82	0.25	0.82	0.35	0.82	0.40
25	0.87	0.29	0.87	0.39	0.87	0.44
50	0.91	0.32	0.91	0.42	0.91	0.47
100	0.96	0.36	0.96	0.46	0.96	0.51

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HUTTO CROSSING PHASE 4, SECTION 11 PAVING, DRAINAGE, WASTEWATER & WATER IMPROVEMENTS	
DRAINAGE AREA MAPS	



- LEGEND**
- GAS — PROPOSED GAS LINE
 - WW — PROPOSED WASTEWATER LINE
 - W — PROPOSED WATER LINE
 - - - EXISTING PROPERTY BOUNDARY LINE
 - SF — SILT FENCE
 - LOC — LIMITS OF CONSTRUCTION
 - [Stippled Box] SCE — STABILIZED CONSTRUCTION ENTRANCE
 - [Cross-hatched Box] STAGING & SPOILS — STAGING AND SPOILS AREA
 - [Solid Grey Box] — CONCRETE WASHOUT TRAP

LIMITS OF CONSTRUCTION
= 0.60 ACRES

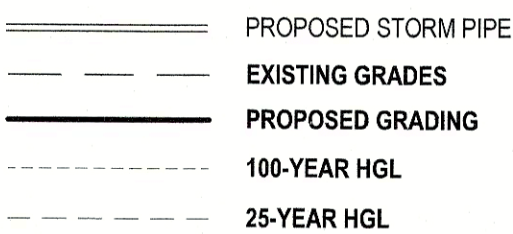
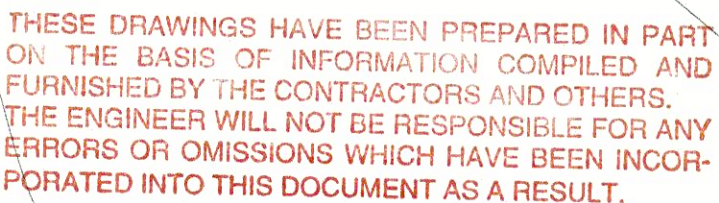
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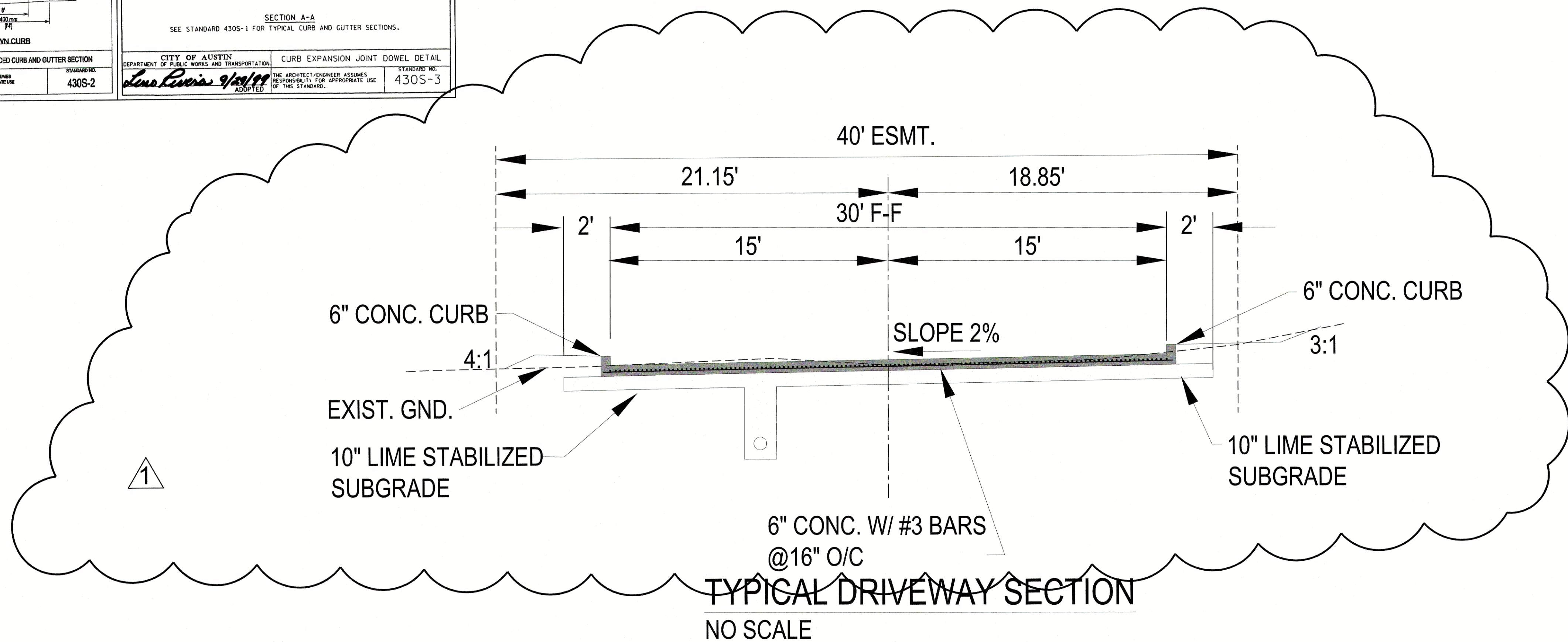
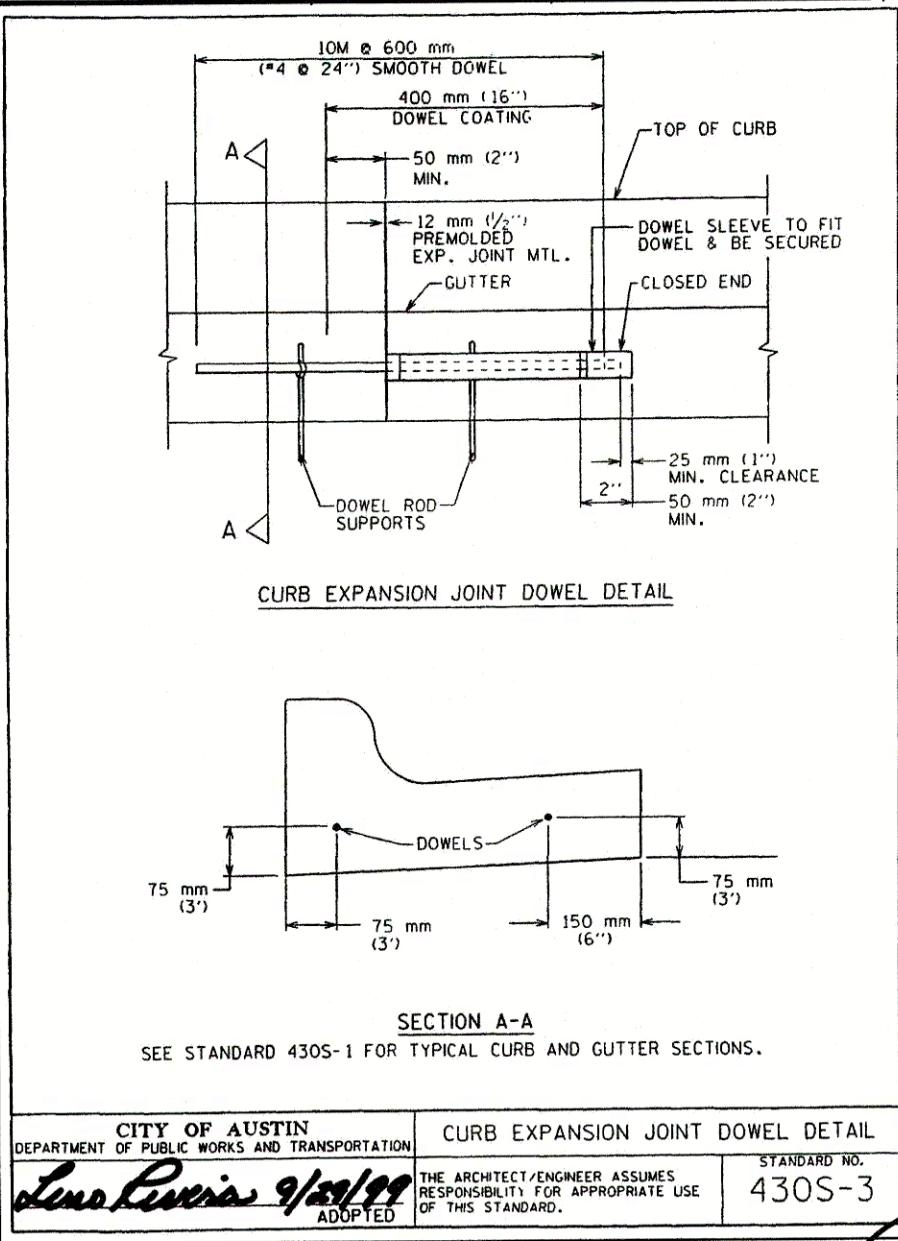
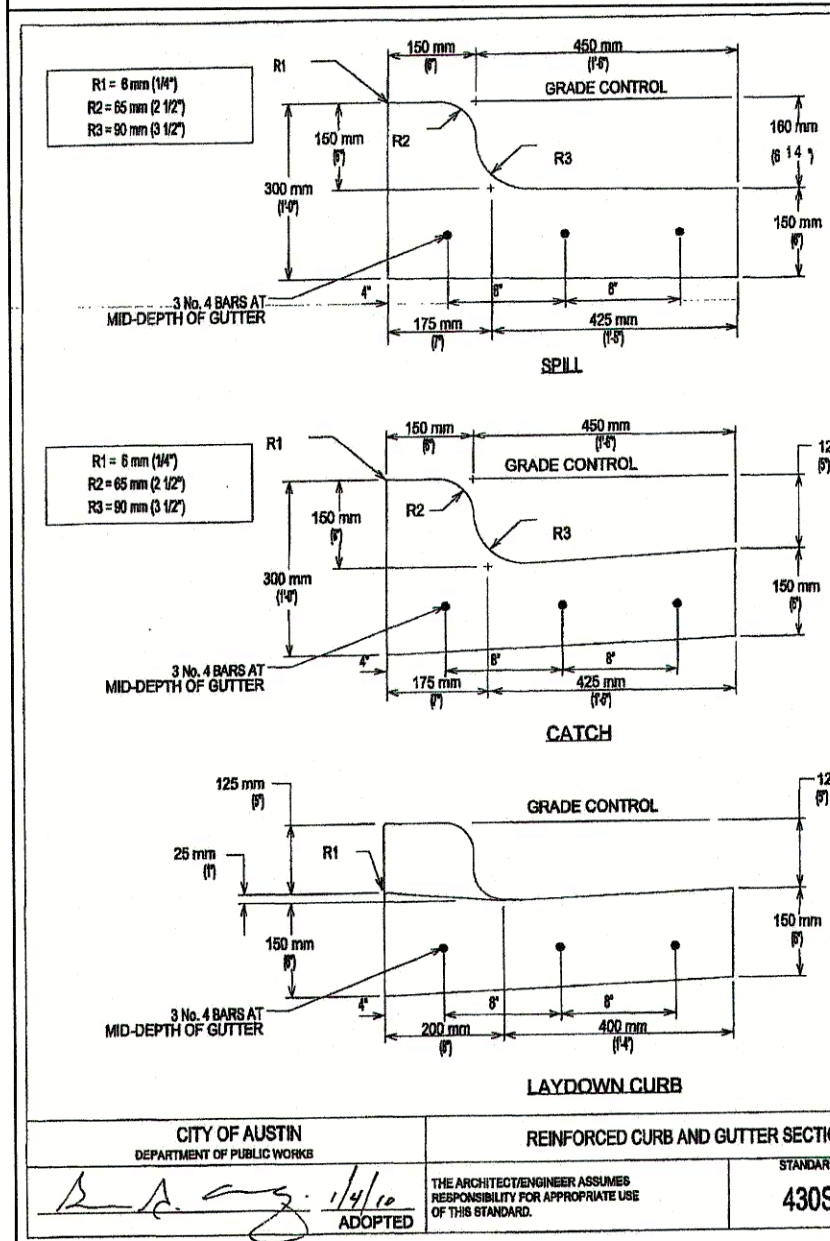
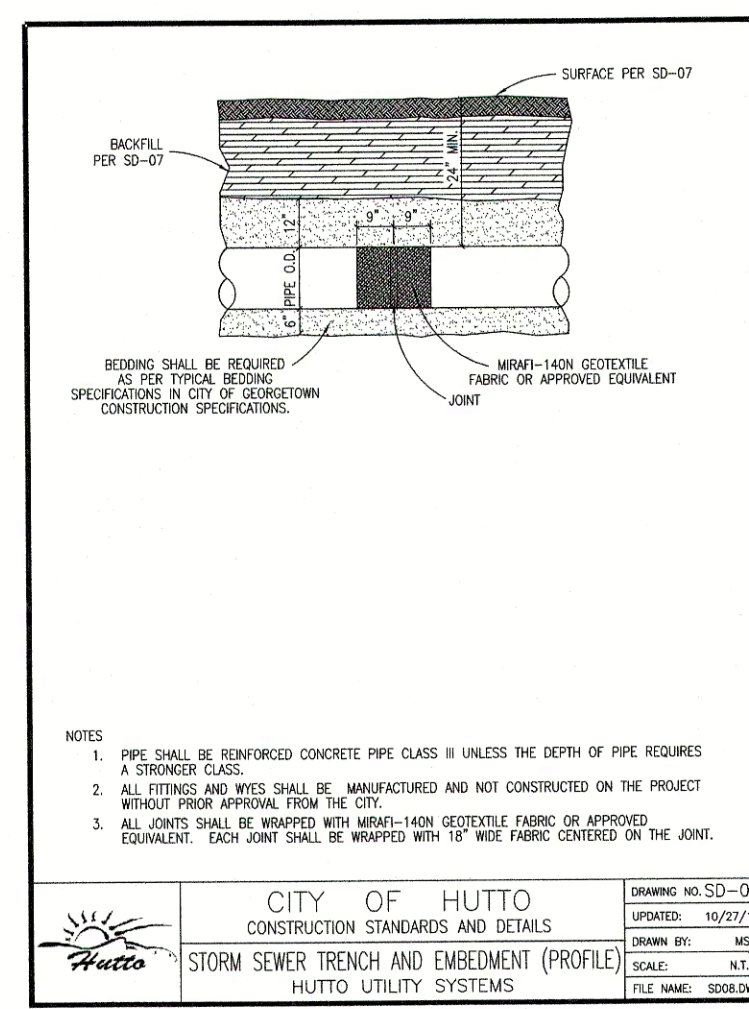
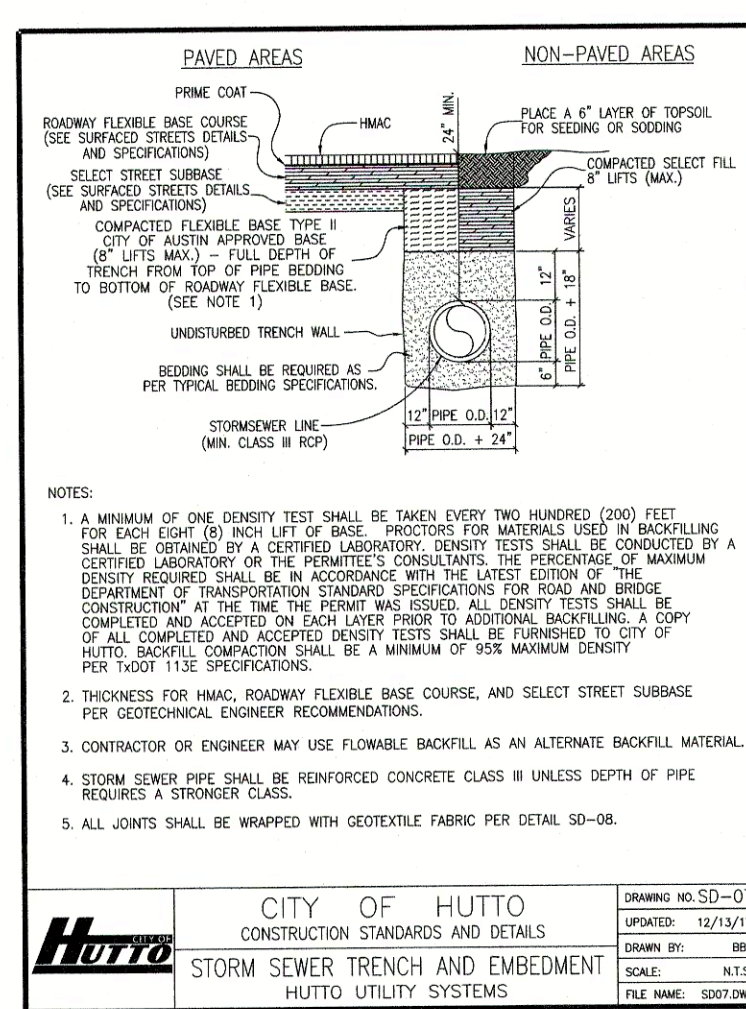
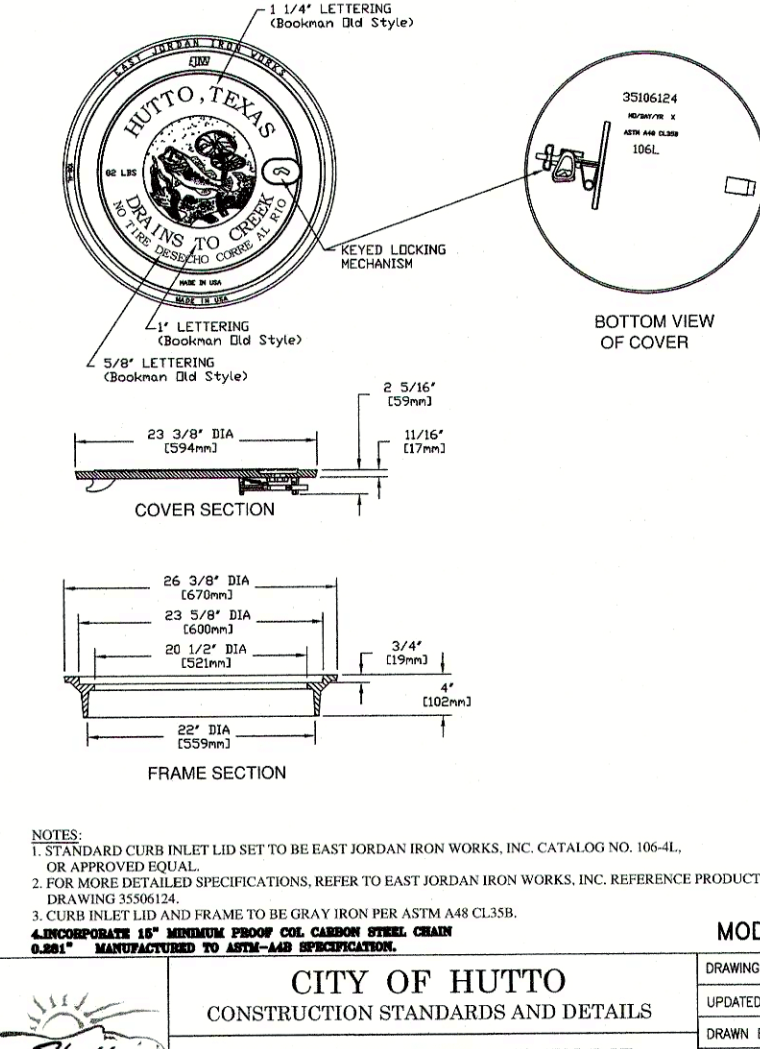
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PLOT DATE: 9/10/2020 10:38 AM vtrialon
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				DESIGNED BY: KWM			1101 CAPITAL OF TEXAS HIGHWAY SOUTH BUILDING D, SUITE 110 AUSTIN, TEXAS 78746 (512) 327-9204 Texas Registered Engineering Firm F-353	ACCESS AND UTILITY IMPROVEMENTS	EROSION AND SEDIMENTATION CONTROL PLAN	SHEET NO. 9 OF 17							
				DRAWN BY: RRB						FILE NO. 09_HUTTO-4-11-p_ESC.dwg							
				CHECKED BY:						JOB NO. 11.038.410							
				APPROVED BY: KWM													
NO	UPDATE LOC AND SF FOR REVISED STORM AND GAS LINE			DATE: September 10, 2020													
	DESCRIPTION	BY	DATE														



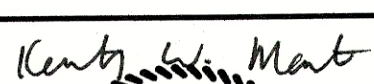
ENGINEER		SHEET NO.	
HUTTO CROSSING PHASE 4 SECTION 11 PAVING, DRAINAGE, WASTEWATER & WATER IMPROVEMENTS		10 OF 17	
WASTEWATER & WATER PLAN AND PROFILES		FILE NO. 10_HUTTO-4-11-p_WW-W-P-P.dwg	
		JOB NO. 11-028-440	



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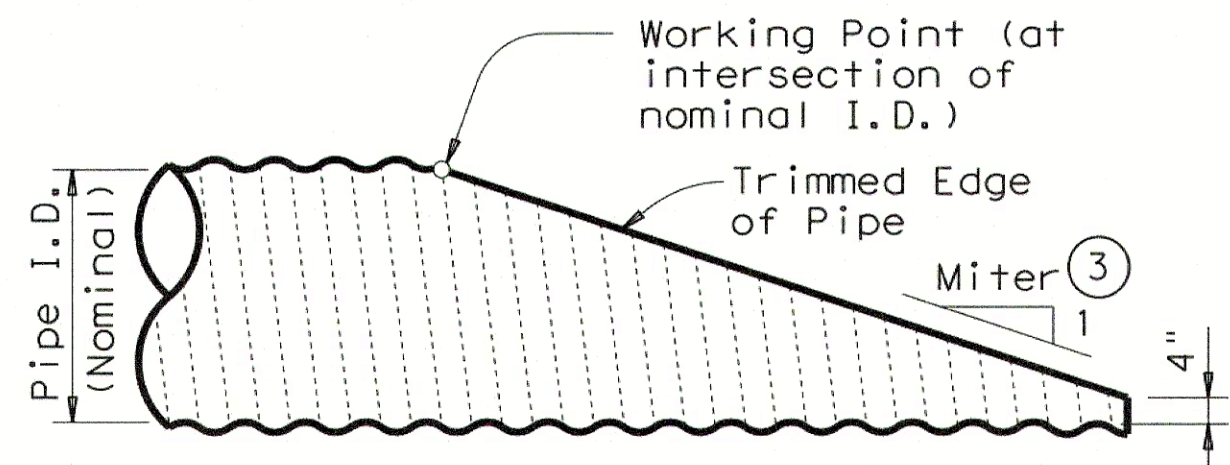
NOTE:

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		DESIGNED BY: _____				1101 CAPITAL OF TEXAS HIGHWAY SOUTH		HUTTO CROSSING PHASE 4, SECTION 11 PROJECT ADDRESS		SHEET NO. 11 OF 17	
		DRAWN BY: _____				BUILDING D, SUITE 110				FILE NO. 11-STRT & DRNG DETAIL SHEET.dwg	
		CHECKED BY: _____				AUSTIN, TEXAS 78746		STREET & DRAINAGE DETAIL SHEET 1		JOB NO. 11.038.410	
		APPROVED BY: _____				(512) 327-9204					
		DATE: November 5, 2019		MURFEE ENGINEERING COMPANY		Texas Registered Engineering Firm F-353					
 CORRECTED CROSS SECTION		BY _____									
NO. _____		DESCRIPTION _____		DATE _____							

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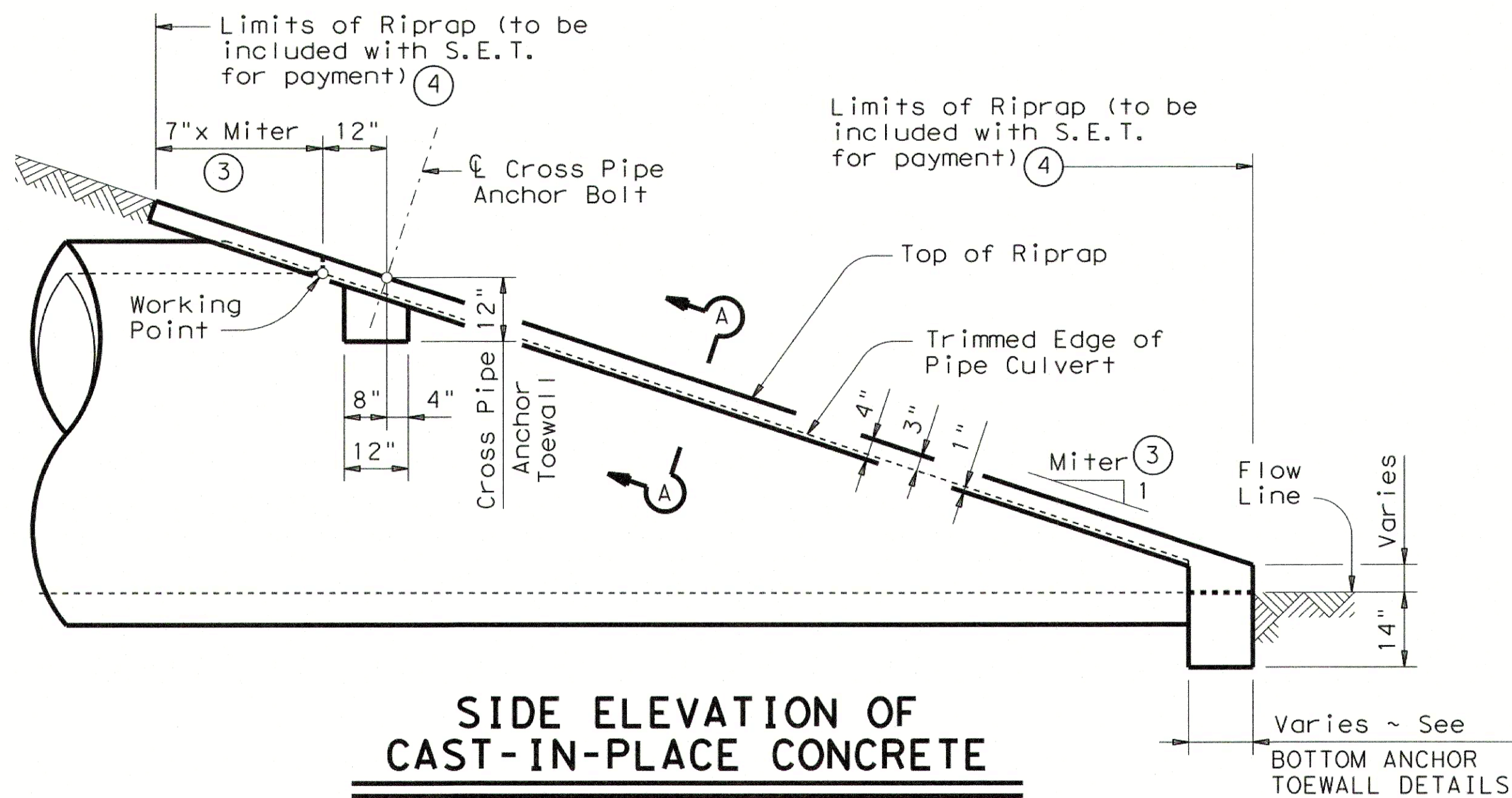
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NOTE: All Pipe Runners, calculations, and dimensions are based on the pipe culverts mitered as shown in this detail. Alternate styles of mitered ends will require that appropriate adjustments be made to the values presented on this standard.

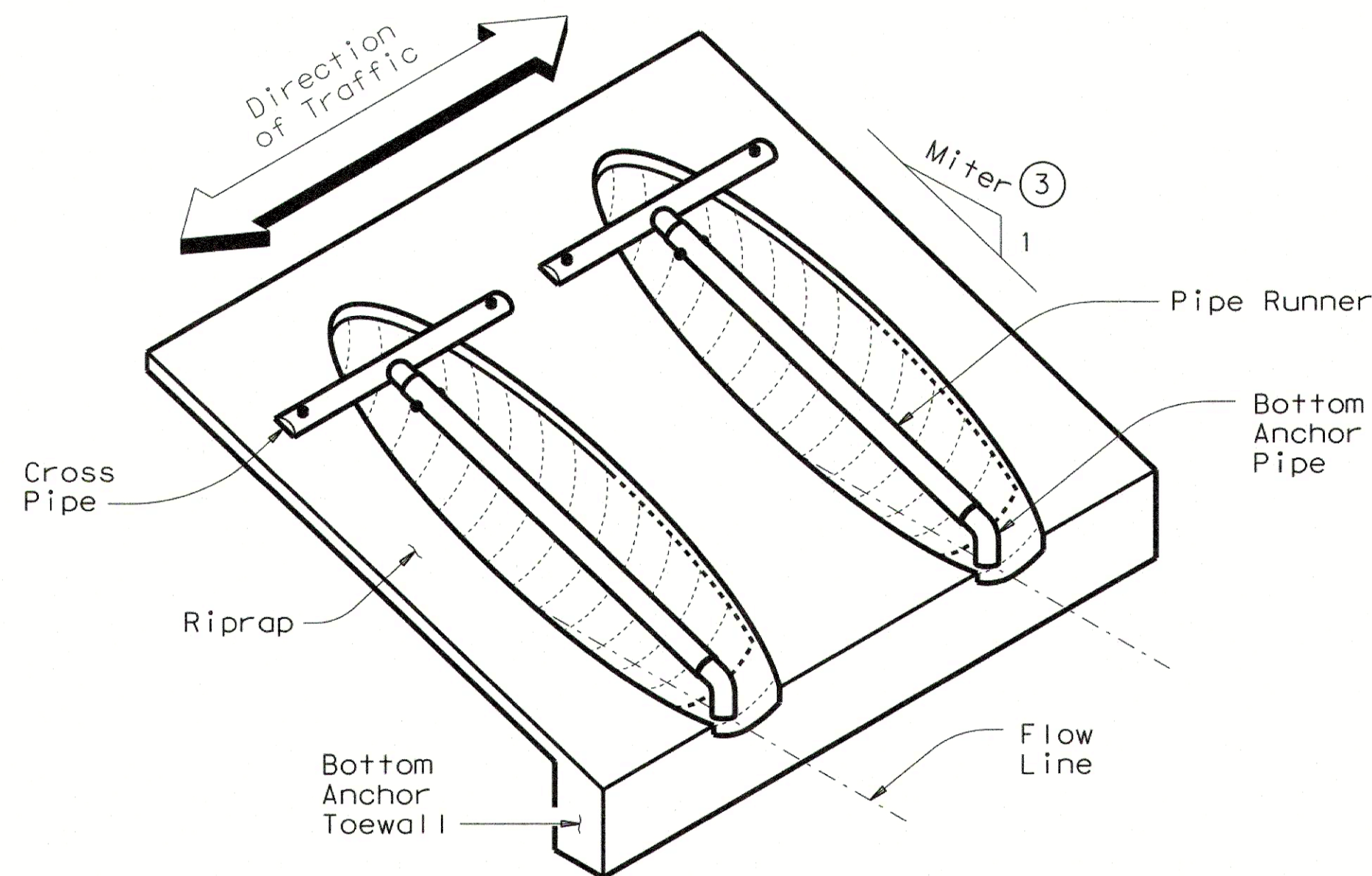
SIDE ELEVATION OF TYPICAL PIPE CULVERT MITER

(Showing Corrugated Metal Pipe Culvert. Details of Concrete Pipe Culvert are similar.)



SIDE ELEVATION OF CAST-IN-PLACE CONCRETE

(Showing Concrete Pipe Culvert. Details of Corrugated Metal Pipe Culvert are similar. Pipe Runners not shown for clarity)



ISOMETRIC VIEW OF TYPICAL INSTALLATION

(Showing installation with no skew.)

CROSS PIPE LENGTHS & PIPE RUNNER LENGTHS ① ②

Nominal Culvert I.D.	Pipe Culvert Spa ~ G	Cross Pipe Length	Pipe Runner Length											
			3:1 Side Slope				4:1 Side Slope				6:1 Side Slope			
			0° Skew	15° Skew	30° Skew	45° Skew	0° Skew	15° Skew	30° Skew	45° Skew	0° Skew	15° Skew	30° Skew	45° Skew
24"	1'- 7"	3'- 5"	N/A	N/A	N/A	5'-10"	N/A	N/A	N/A	8'- 1"	N/A	N/A	N/A	12'- 9"
27"	1'- 8"	3'- 8"	N/A	N/A	5'- 5"	6'-11"	N/A	N/A	7'- 7"	9'- 7"	N/A	N/A	11'-11"	14'-11"
30"	1'-10"	3'-11"	N/A	N/A	6'- 4"	8'- 0"	N/A	N/A	8'- 9"	11'- 0"	N/A	N/A	13'- 8"	17'- 0"
33"	1'-11"	4'- 2"	6'- 2"	6'- 5"	7'- 3"	9'- 1"	8'- 6"	8'-10"	10'- 0"	12'- 5"	13'- 3"	13'- 9"	15'- 5"	19'- 2"
36"	2'- 1"	4'- 5"	6'-11"	7'- 3"	8'- 2"	10'- 2"	9'- 6"	9'-11"	11'- 2"	13'-10"	14'- 9"	15'- 3"	17'- 2"	21'- 3"
42"	2'- 4"	4'-11"	8'- 6"	8'-10"	9'-11"	12'- 4"	11'- 7"	12'- 0"	13'- 6"	16'- 8"	17'- 9"	18'- 5"	20'- 8"	25'- 7"
48"	2'- 7"	5'- 5"	10'- 1"	10'- 5"	11'- 9"	N/A	13'- 7"	14'- 2"	15'-10"	N/A	20'- 9"	21'- 6"	24'- 2"	N/A
54"	3'- 0"	5'-11"	11'- 8"	12'- 1"	N/A	N/A	15'- 8"	16'- 3"	N/A	N/A	23'-10"	24'- 8"	N/A	N/A
60"	3'- 3"	6'- 5"	13'- 3"	N/A	N/A	N/A	17'- 9"	N/A	N/A	N/A	26'-10"	N/A	N/A	N/A

TYPICAL PIPE CULVERT MITERS ③

Side Slope	0° Skew	15° Skew	30° Skew	45° Skew
3:1	3:1	3,106:1	3,464:1	4,243:1
4:1	4:1	4,141:1	4,619:1	5,657:1
6:1	6:1	6,212:1	6,928:1	8,485:1

CONDITIONS WHERE PIPE RUNNERS ARE NOT REQUIRED ②

Nominal Culvert I.D.	Single Pipe Culvert	Multiple Pipe Culverts
12" thru 21"	Skews thru 45°	Skews thru 45°
24"	Skews thru 45°	Skews thru 30°
27"	Skews thru 30°	Skews thru 15°
30"	Skews thru 15°	Skews thru 15°
33"	Skews thru 15°	Always required
36"	Normal (No Skew)	Always required
42" to 60"	Always required	Always required

STANDARD PIPE SIZES & MAX PIPE RUNNER LENGTHS ①

Pipe Size	Pipe O.D.	Pipe I.D.	Max Pipe Runner Length
2" STD	2.375"	2.067"	N/A
3" STD	3.500"	3.068"	10'- 0"
4" STD	4.500"	4.026"	19'- 8"
5" STD	5.563"	5.047"	34'- 2"

ESTIMATED CONCRETE RIPRAP QUANTITIES (CY) ⑤

Nominal Culvert I.D.	3:1 Side Slope				4:1 Side Slope				6:1 Side Slope			
	0° Skew	15° Skew	30° Skew	45° Skew	0° Skew	15° Skew	30° Skew	45° Skew	0° Skew	15° Skew	30° Skew	45° Skew
12"	0.4	0.4	0.5	0.5	0.5	0.5	0.5	0.6	0.7	0.7	0.7	0.8
15"	0.5	0.5	0.5	0.6	0.6	0.6	0.6	0.7	0.7	0.7	0.8	0.9
18"	0.5	0.5	0.6	0.6	0.6	0.7	0.7	0.8	0.8	0.8	0.9	1.0
21"	0.6	0.6	0.6	0.7	0.7	0.7	0.8	0.9	0.9	0.9	1.0	1.2
24"	0.6	0.7	0.7	0.8	0.8	0.8	0.8	1.0	1.0	1.0	1.1	1.3
27"	0.7	0.7	0.8	0.9	0.8	0.9	0.9	1.1	1.1	1.1	1.2	1.4
30"	0.8	0.8	0.8	0.9	0.9	0.9	1.0	1.2	1.2	1.2	1.3	1.6
33"	0.8	0.8	0.9	1.0	1.0	1.0	1.1	1.3	1.3	1.4	1.5	1.7
36"	0.9	0.9	0.9	1.1	1.1	1.1	1.2	1.4	1.4	1.5	1.6	1.8
42"	1.0	1.0	1.1	1.3	1.2	1.3	1.3	1.6	1.6	1.7	1.8	2.1
48"	1.1	1.1	1.2	N/A	1.4	1.4	1.5	N/A	1.9	1.9	2.1	N/A
54"	1.3	1.3	N/A	N/A	1.6	1.6	N/A	N/A	2.1	2.1	N/A	N/A
60"	1.4	N/A	N/A	N/A	1.7	N/A	N/A	N/A	2.3	N/A	N/A	N/A

① Size of Pipe Runner shall be as shown in the tables. Cross Pipe shall be the same size as the Pipe Runner. Cross Pipe Stub Out and Bottom Anchor Pipe shall be the next smaller size pipe as shown in the STANDARD PIPE SIZES table.

② This standard allows for the placement of only one pipe runner across each culvert pipe opening. In order to limit the clear opening to be traversed by an errant vehicle, the following conditions must be met:

For 60" culvert pipes, the skew must not exceed 0°.
For 54" culvert pipes, the skew must not exceed 15°.
For 48" culvert pipes, the skew must not exceed 30°.
For all culvert pipe sizes 42" and less, the skew must not exceed 45°.

If the above conditions cannot be met, the designer should consider using a safety end treatment with flared wings. For further information, refer to the TxDOT "Roadway Design Manual".

③ Miter = Slope of Mitered Pipe Culvert End

④ Riprap placed beyond the limits shown will be paid as Concrete Riprap in accordance with Item 432, "Riprap".

⑤ Quantities shown are for one end of one reinforced Concrete Pipe Culvert. For multiple Pipe Culverts or for Corrugated Metal Pipe Culverts, quantities will need to be adjusted. Riprap quantities are for Contractor's information only.

RECORD DRAWINGS

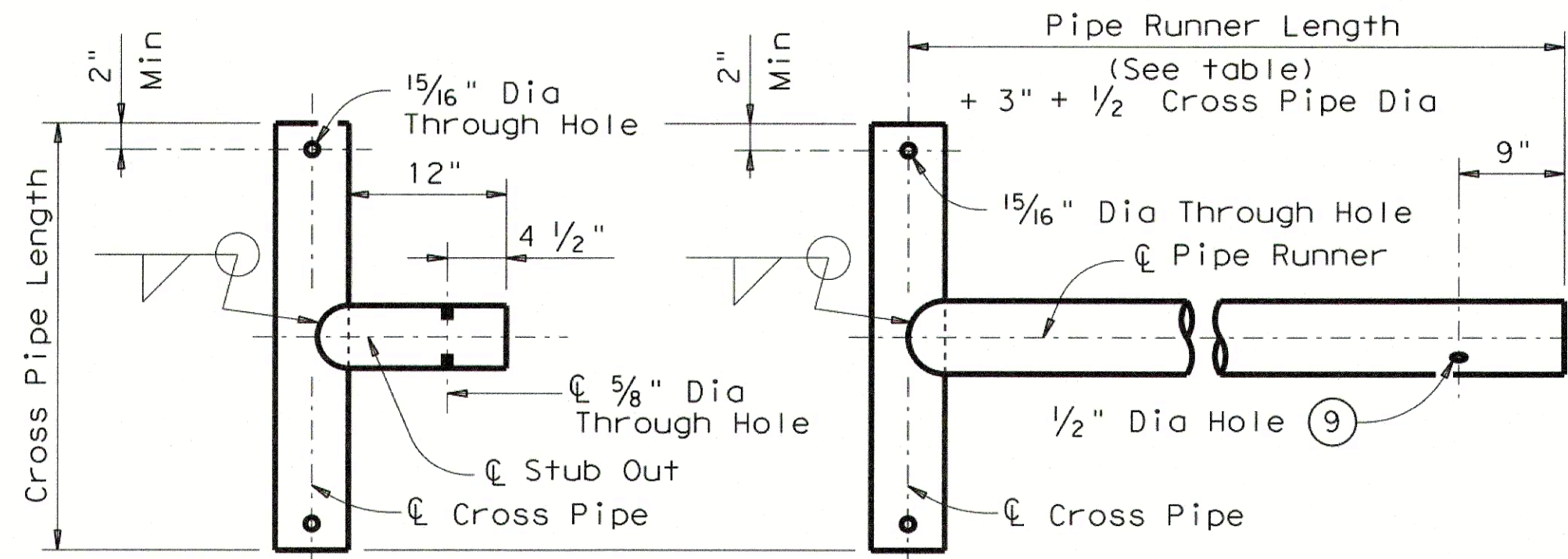
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SHEET 1 OF 2

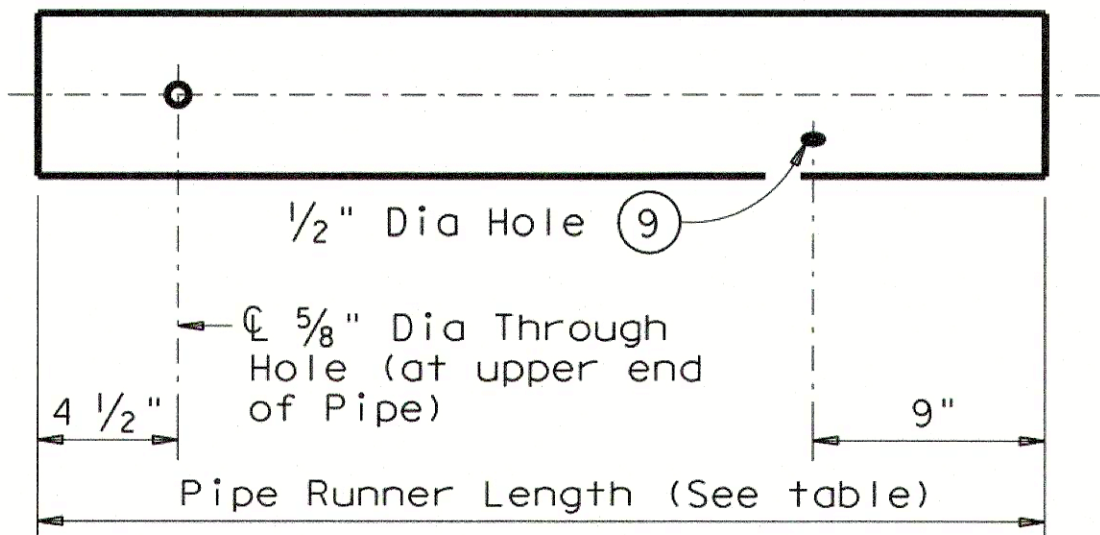
Texas Department of Transportation				Bridge Division Standard			
SAFETY END TREATMENT FOR 12" DIA TO 60" DIA PIPE CULVERTS TYPE II ~ CROSS DRAINAGE							
SETP-CD							
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©TxDOT February 2010	CONT	SECT	JOB	HIGHWAY			
REVISIONS							
11-10: Add note for synthetic fibers.	DIST	COUNTY			SHEET NO.		

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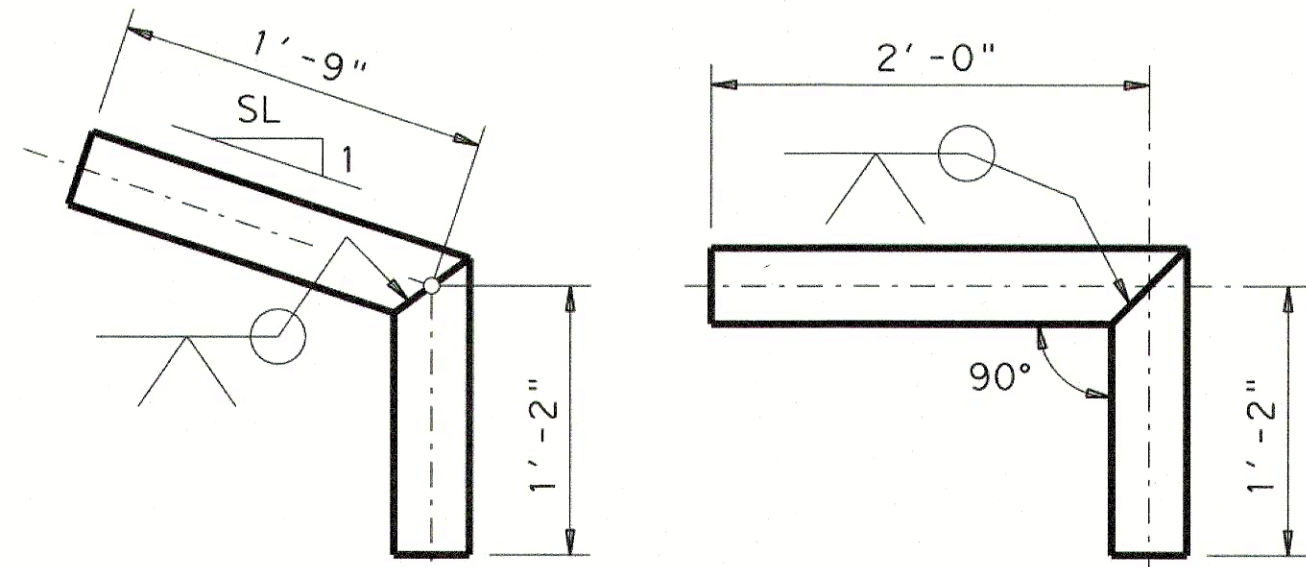


OPTION A1
OPTION A2
CROSS PIPE AND CONNECTIONS DETAILS

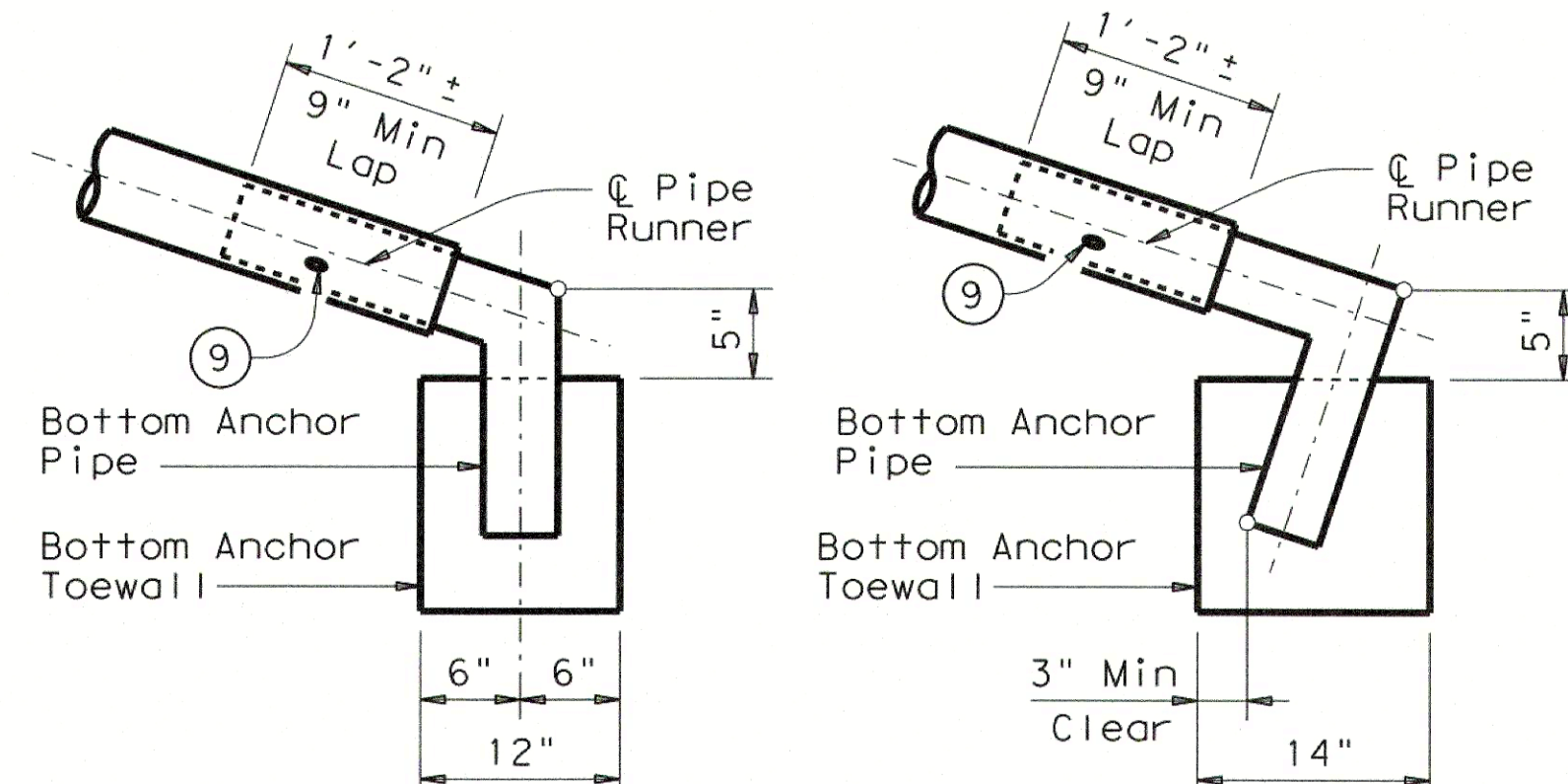


NOTE: The separate Pipe Runner shown is required when Cross Pipe Connection Option A1 is used.

PIPE RUNNER DETAILS

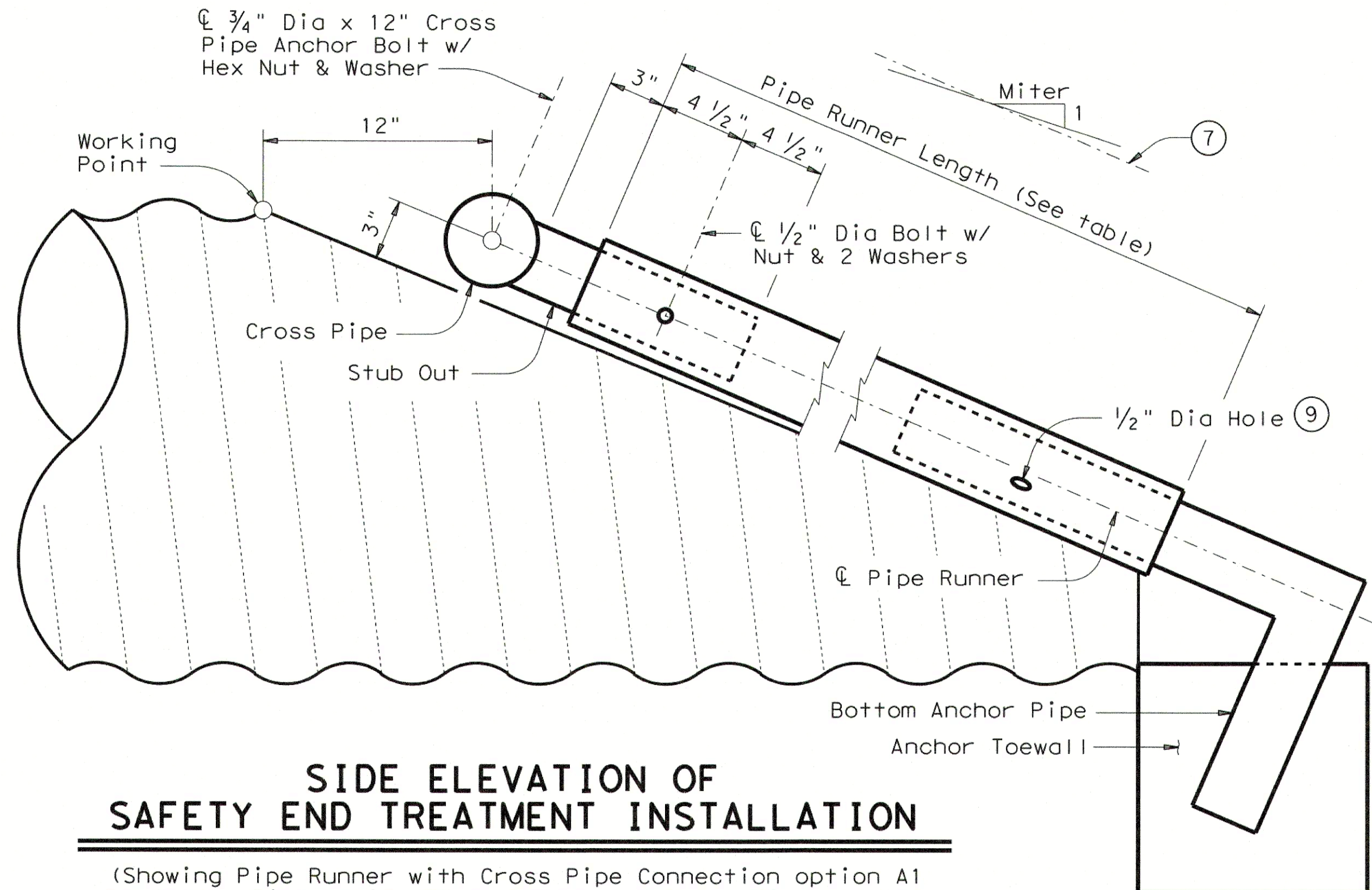


OPTION B1
OPTION B2
BOTTOM ANCHOR PIPE DETAILS^⑩



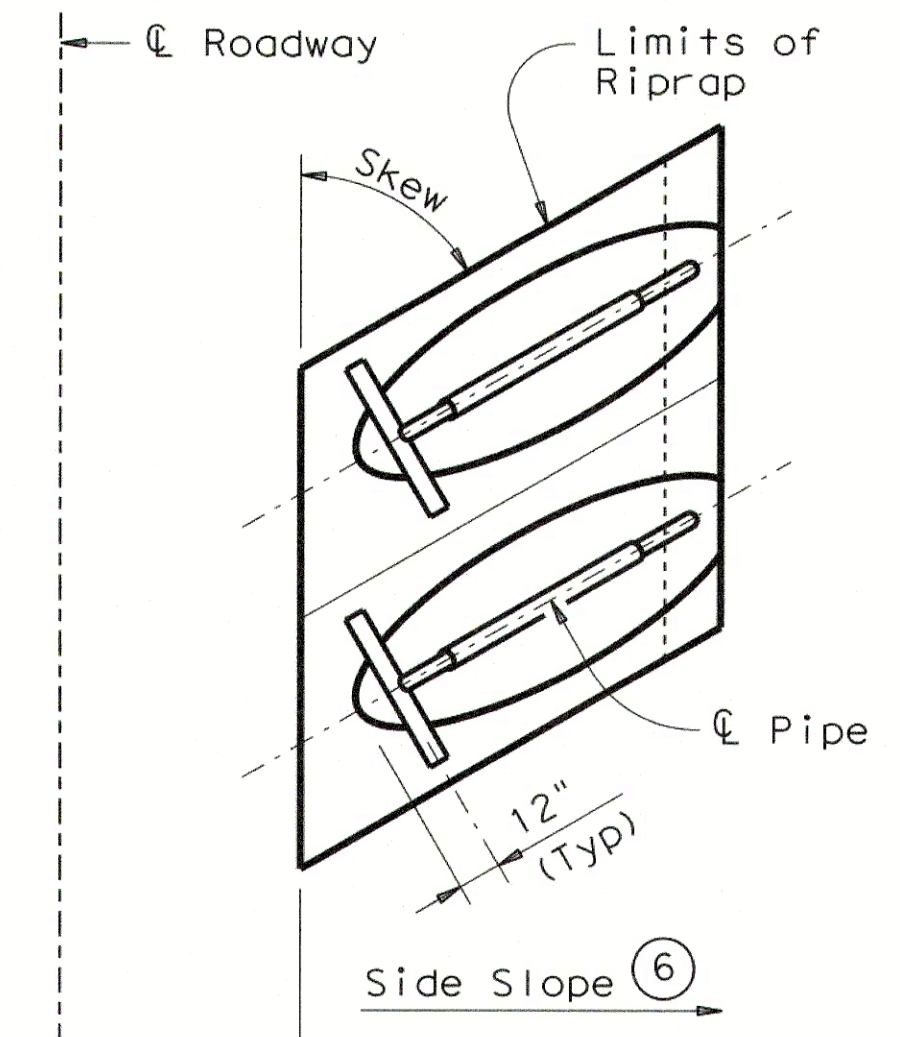
OPTION B1
OPTION B2
BOTTOM ANCHOR TOEWALL DETAILS

(Culvert & Riprap not shown for clarity)

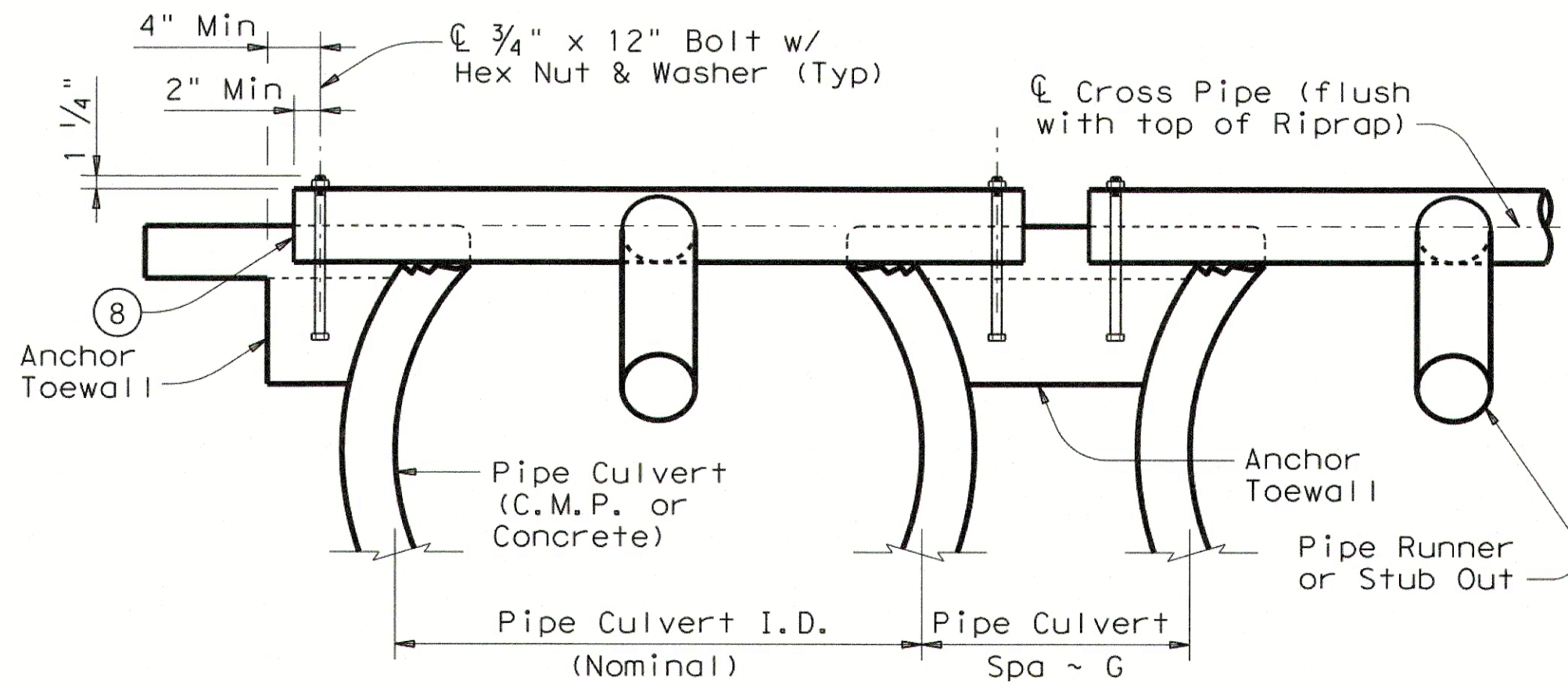


SIDE ELEVATION OF SAFETY END TREATMENT INSTALLATION

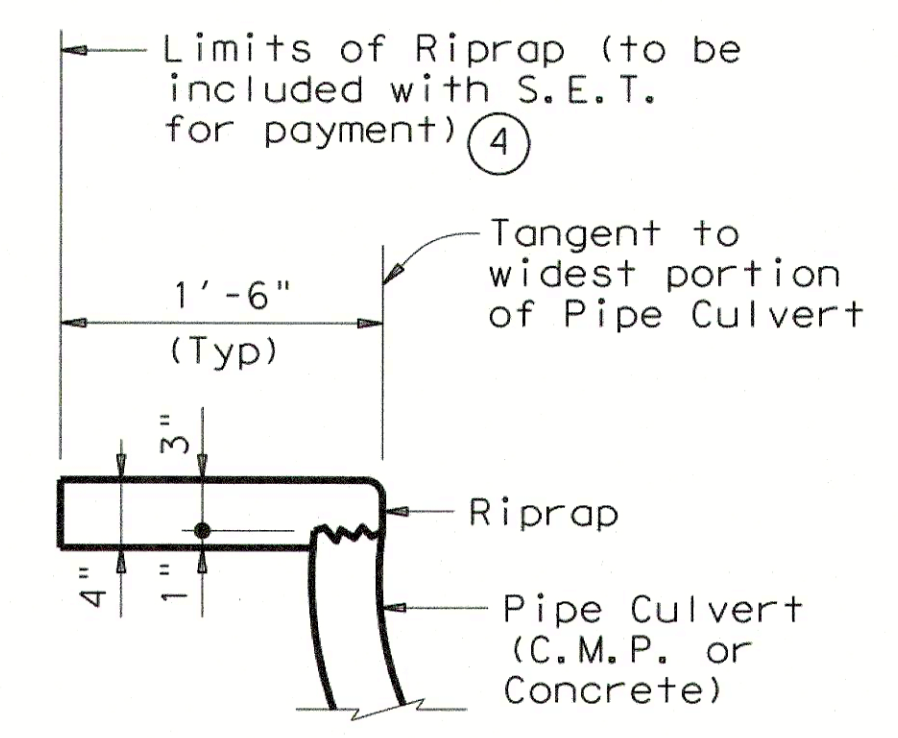
(Showing Pipe Runner with Cross Pipe Connection option A1 and Anchor Pipe option B2 on Corrugated Metal Pipe Culvert. Concrete Pipe Culvert details are similar. Riprap not shown for clarity)



PLAN OF SKEWED INSTALLATION



SHOWING CROSS PIPE & ANCHOR TOEWALL



SHOWING TYPICAL PIPE CULVERT & RIPRAP

SECTION A-A

- ④ Riprap placed beyond the limits shown will be paid as Concrete Riprap in accordance with Item 432, "Riprap".
- ⑥ Recommended values of side slope are 3:1, 4:1, & 6:1. All quantities, calculations, and dimensions shown herein are based on these recommended values. Slope of 3:1 or flatter is required for vehicle safety.
- ⑦ Note that actual slope of Pipe Runner may vary slightly from Side Slope of Riprap and trimmed Culvert Pipe edge.
- ⑧ Care shall be taken to ensure that Riprap concrete does not flow into the Cross Pipe so as to permit disassembly of the bolted connection to allow cleanout access.
- ⑨ After installation, the 1/2" hole shall be inspected to ensure that the lap of the Pipe Runner with the Bottom Anchor Pipe is adequate.
- ⑩ At fabricator's option, a heat bend to a smooth 5" radius or a manufactured elbow (of the same material as the Runner) may be substituted for the mitered and welded joint in the Bottom Anchor Pipe.

GENERAL NOTES:

Pipe Runners are designed for a traversing load of 1,800 pounds at yield as recommended by Research Report 280-1, "Safety Treatment of Roadside Cross-Drainage Structures", Texas Transportation Institute, March 1981. The Safety End Treatments shown herein are intended for use in those installations where out of control vehicles are likely to traverse the openings approximately perpendicular to the Pipe Runners. Riprap and all necessary inverts shall be Concrete Riprap conforming to the requirements of Item 432, "Riprap". Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise. Payment for riprap and toewall is included in the Price Bid for each Safety End Treatment. Pipe Runners, Cross Pipes, and Anchor Pipes shall conform to the requirements of ASTM A53 (Type E or S, Grade B), ASTM A500 (Grade B), or API 5LX52. Bolts and nuts shall conform to ASTM A307. All steel components, except concrete reinforcing, shall be galvanized after fabrication. Galvanizing damaged during transport or construction shall be repaired in accordance with the specifications.

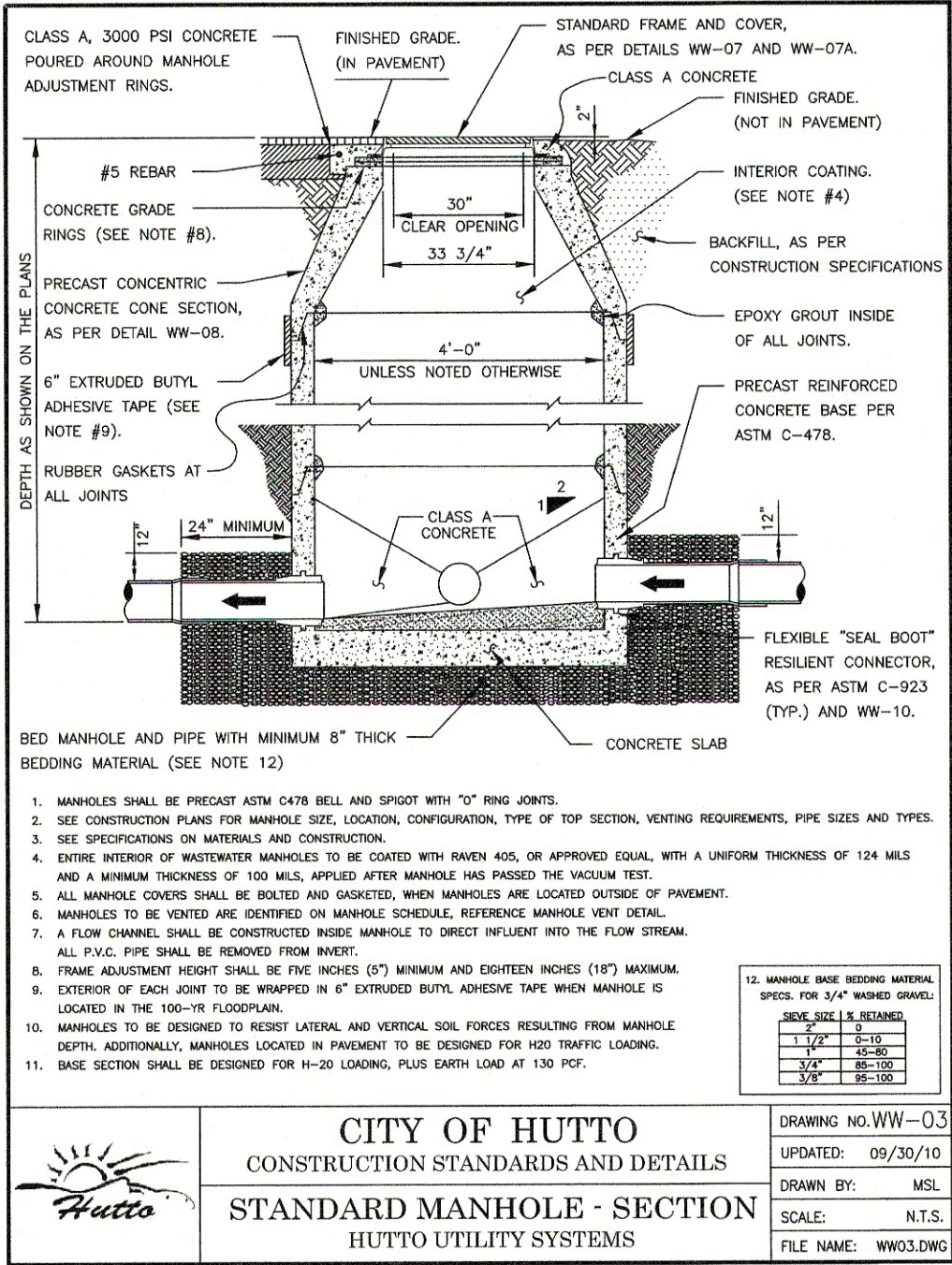
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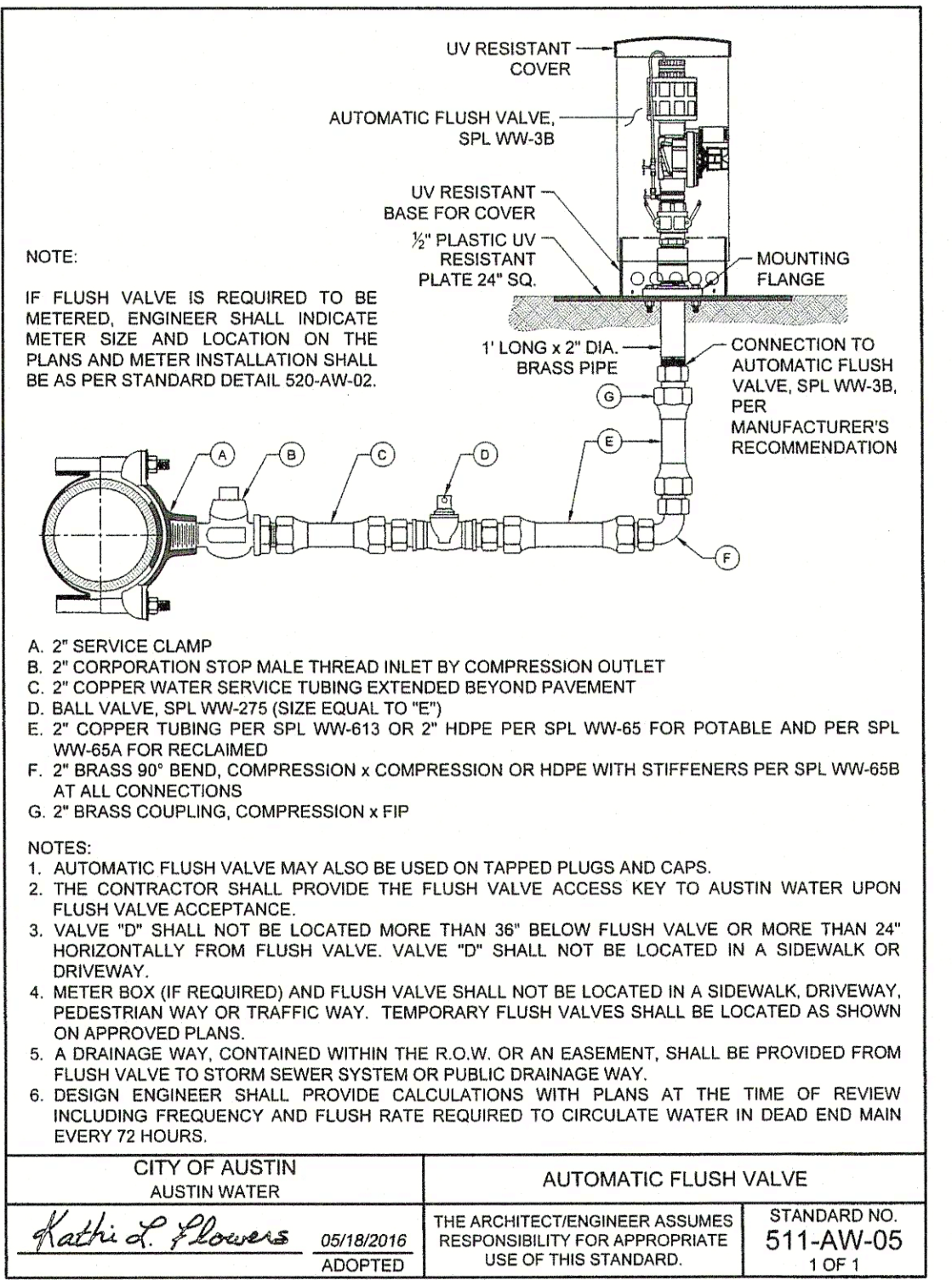
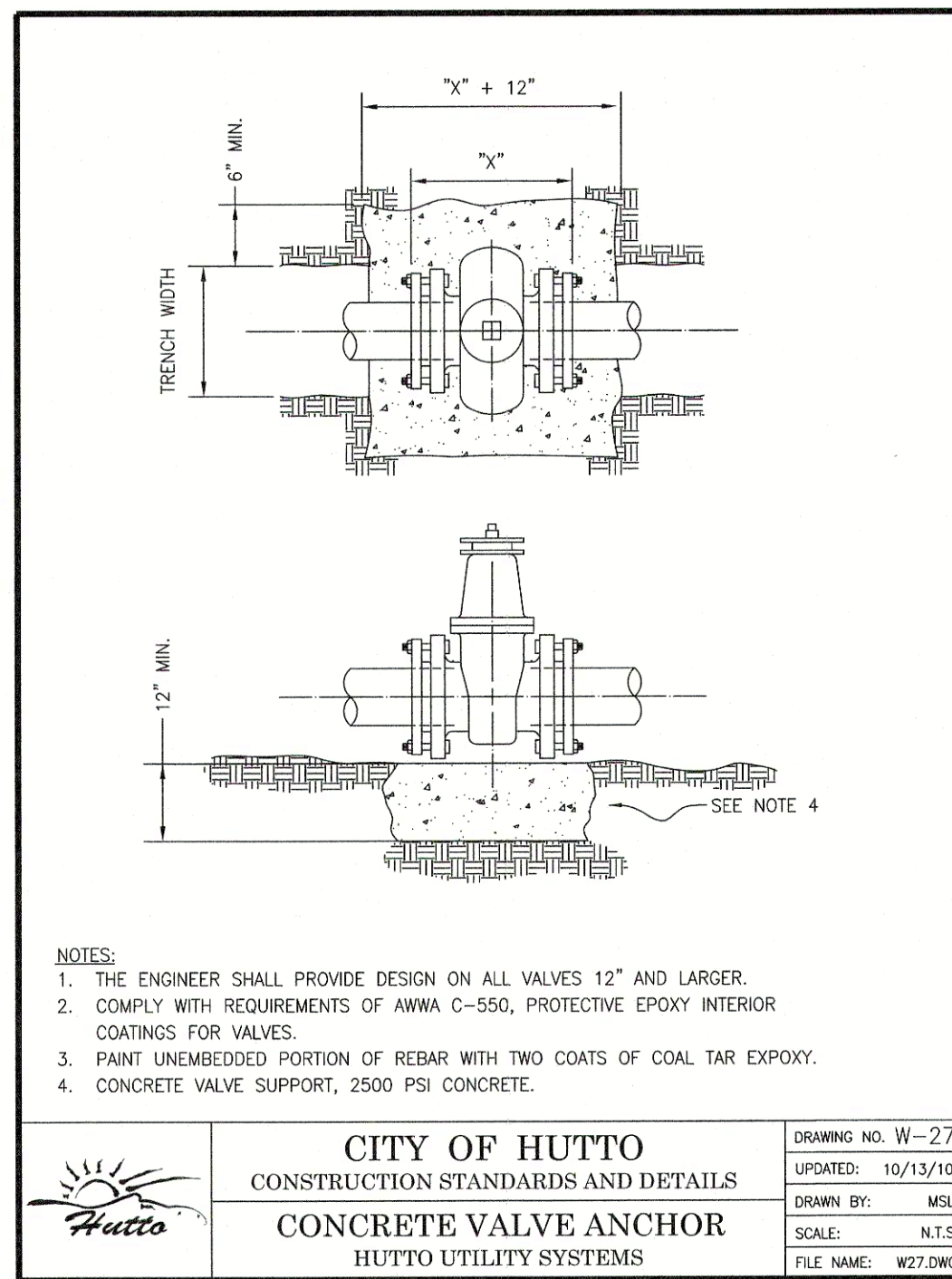
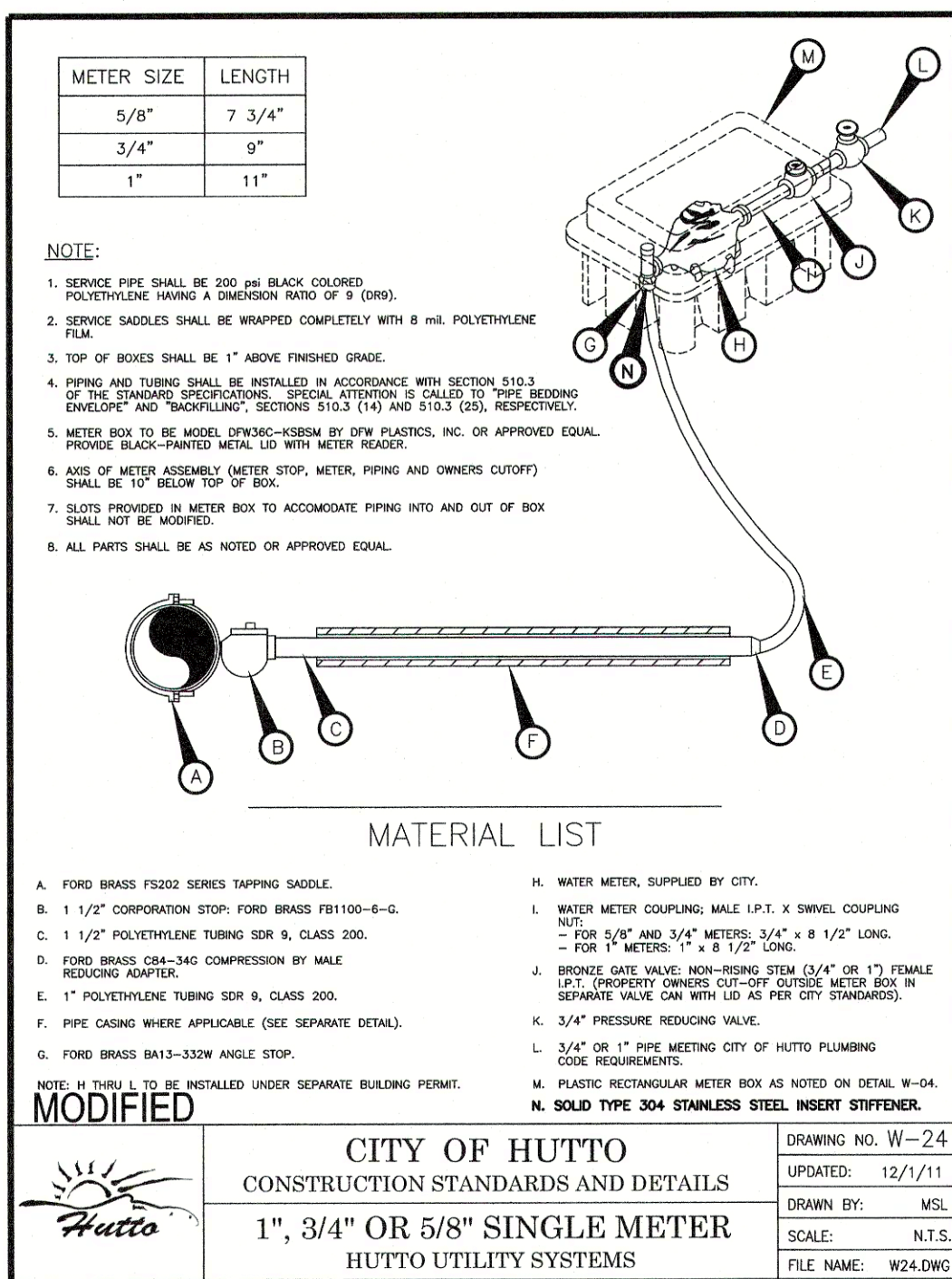
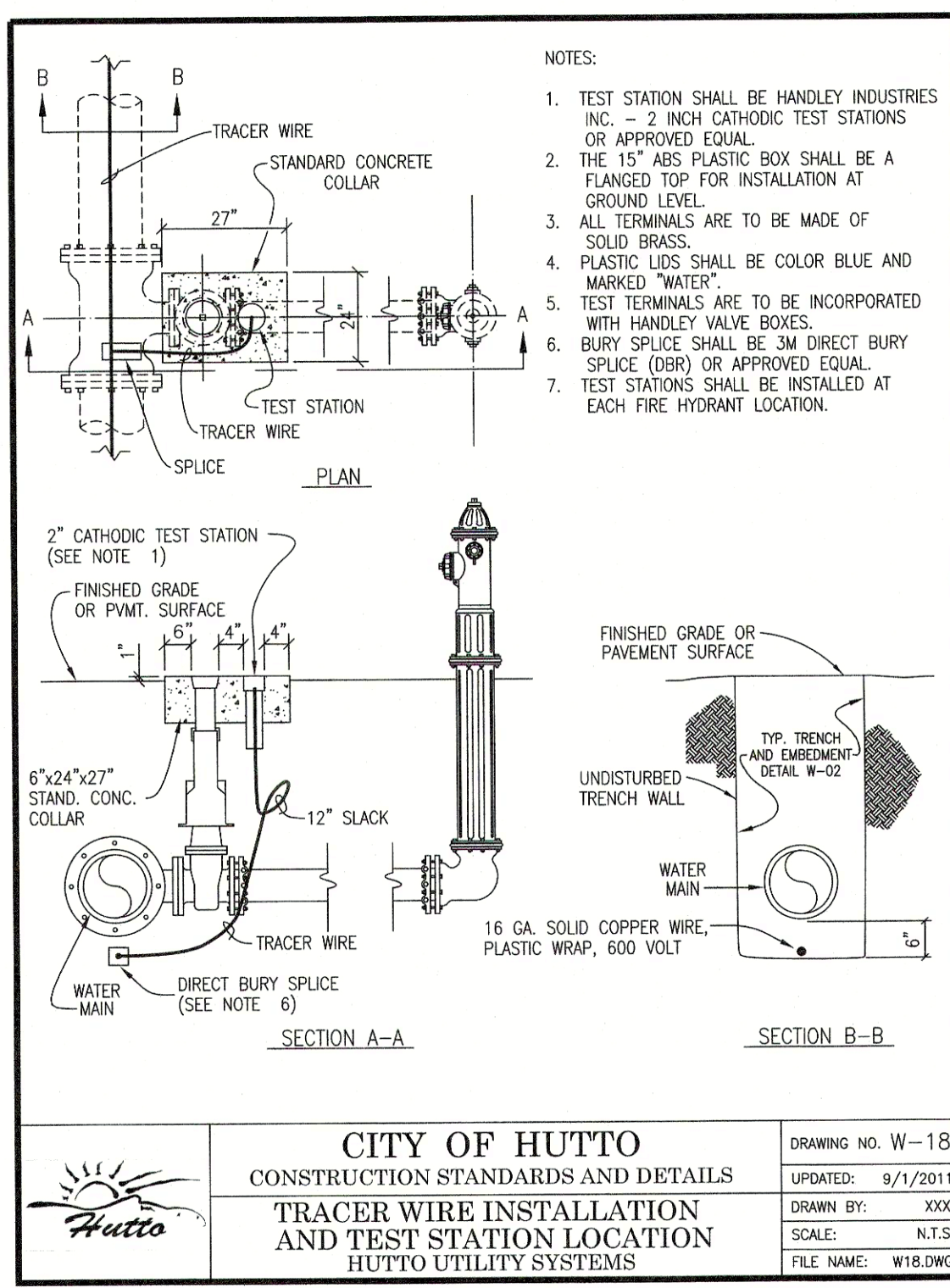
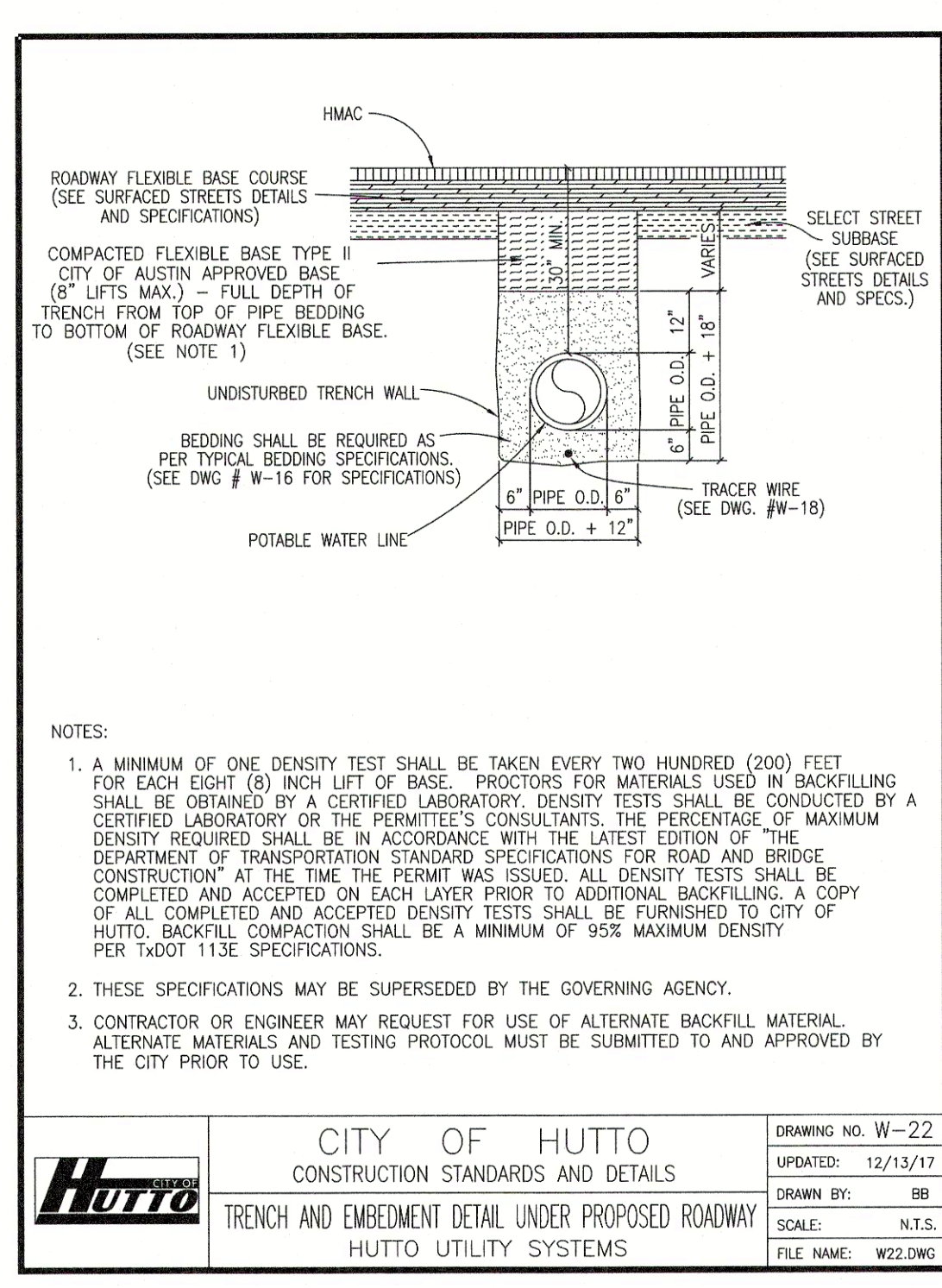
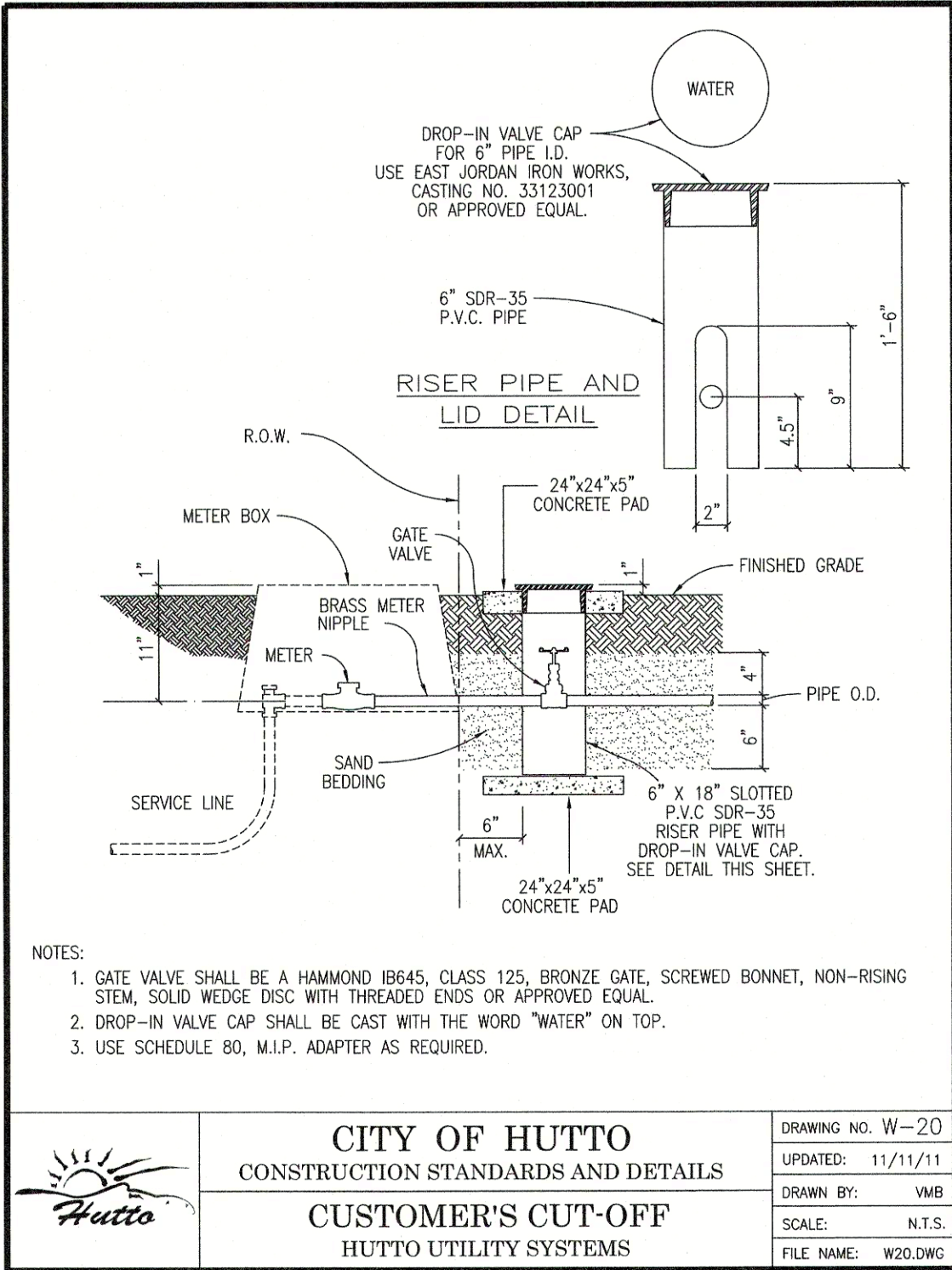
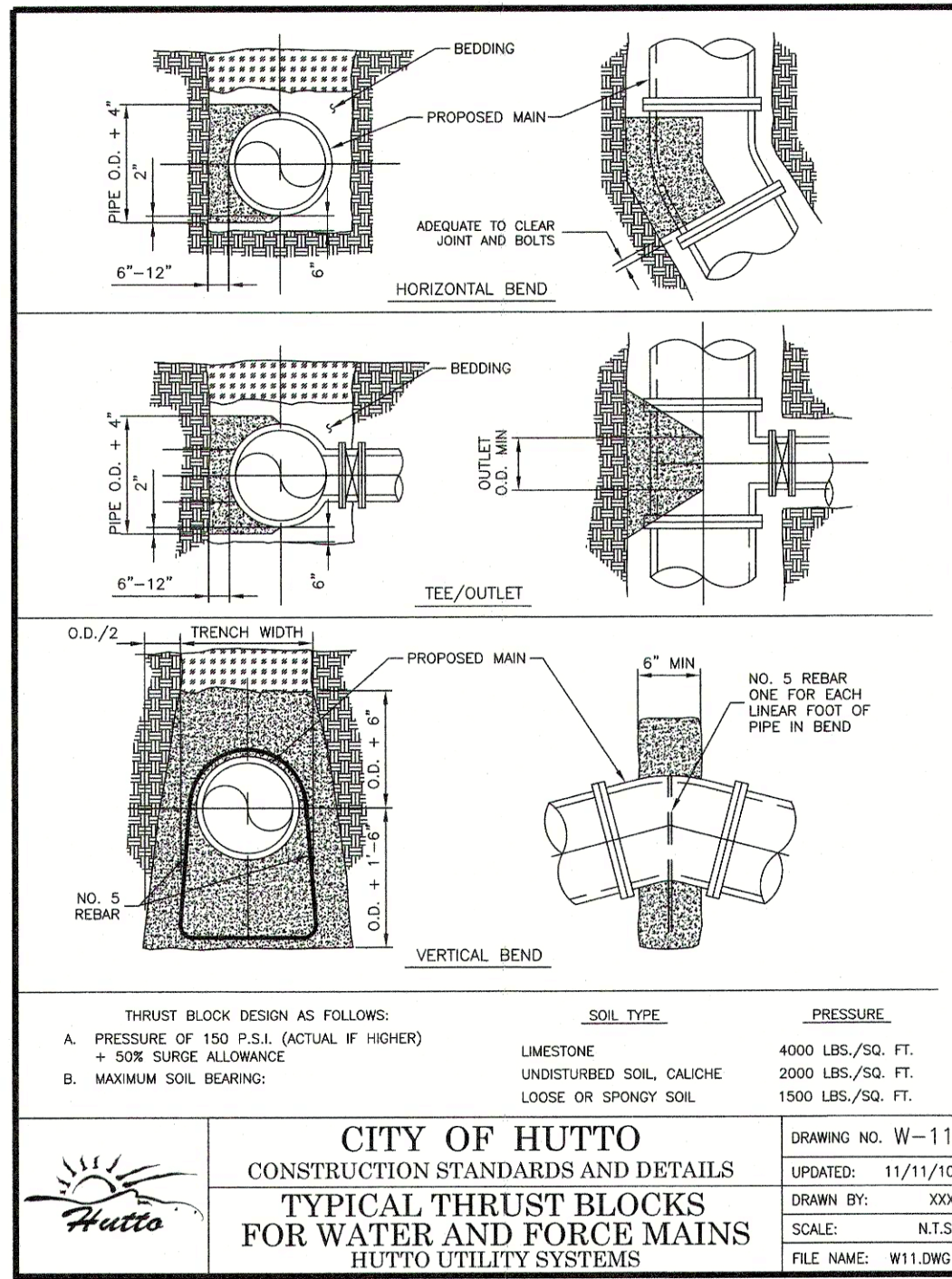
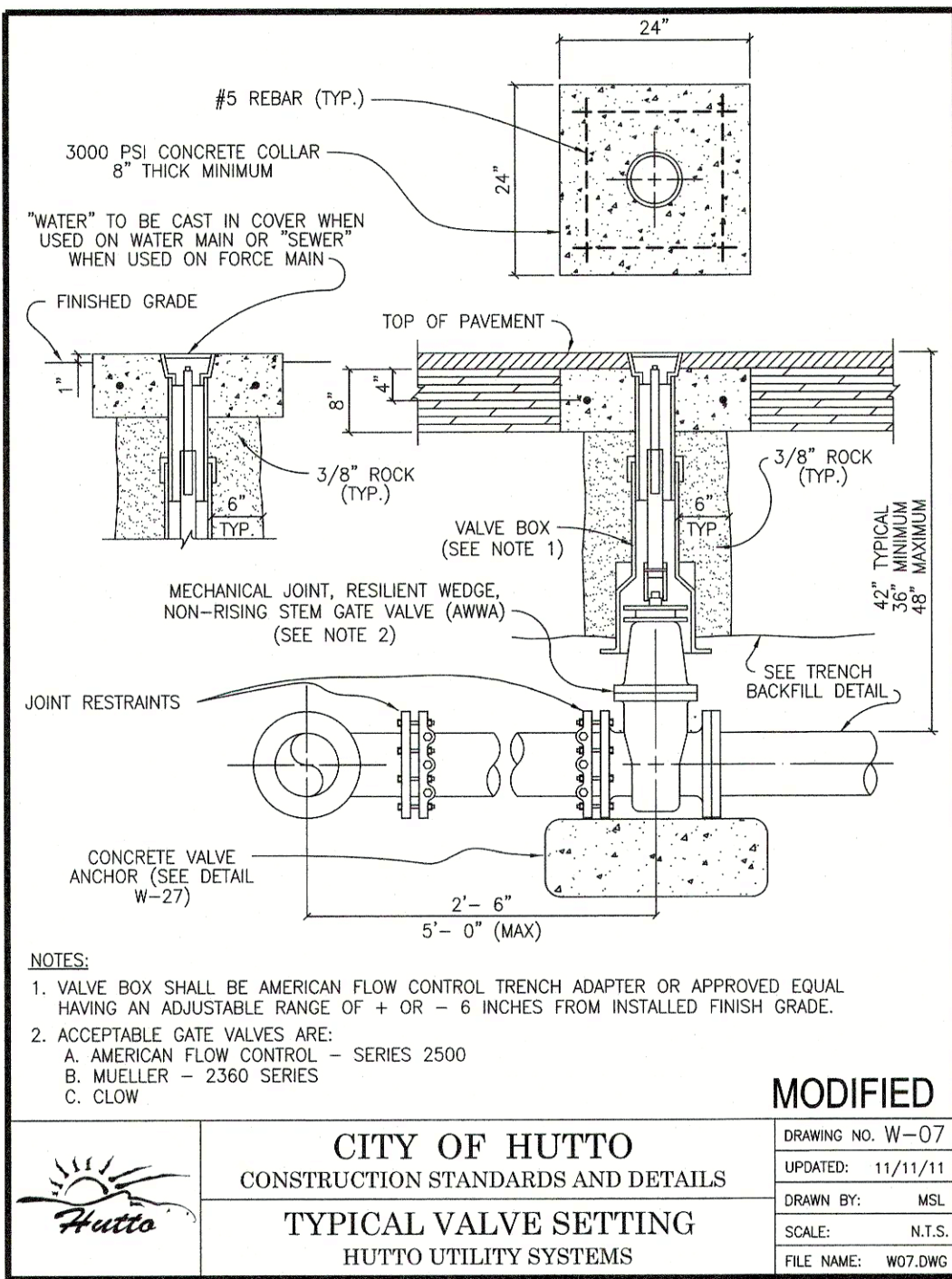
SHEET 2 OF 2

		Bridge Division Standard	
SAFETY END TREATMENT			
FOR 12" DIA TO 60" DIA			
PIPE CULVERTS			
TYPE II ~ CROSS DRAINAGE			
SETP-CD			
FILE: setpcdse.dgn	DN: GAF	CK: CAT	DW: JRP
©TxDOT February 2010	CONT	SECT	JOB
REVISIONS		HIGHWAY	
11-10: Add note for synthetic fibers.		SHEET NO.	

PLOT DATE: 06/20/2019 4:31 PM avilliams
FILE PATH: \\Hutto-Crossing\Phase 4 Section 11 CAD\Design Drawings\ Site Plan Set\14-15-WW DETAIL SHEETS.dwg



PLOT DATE: 9/5/2019 4:44 PM xwilliams
FILE PATH: W:\Hutto Crossing\Phase 4 Section 11, CAD, Design Drawings, Site Plan Set\16-W DETAIL SHEETS.dwg



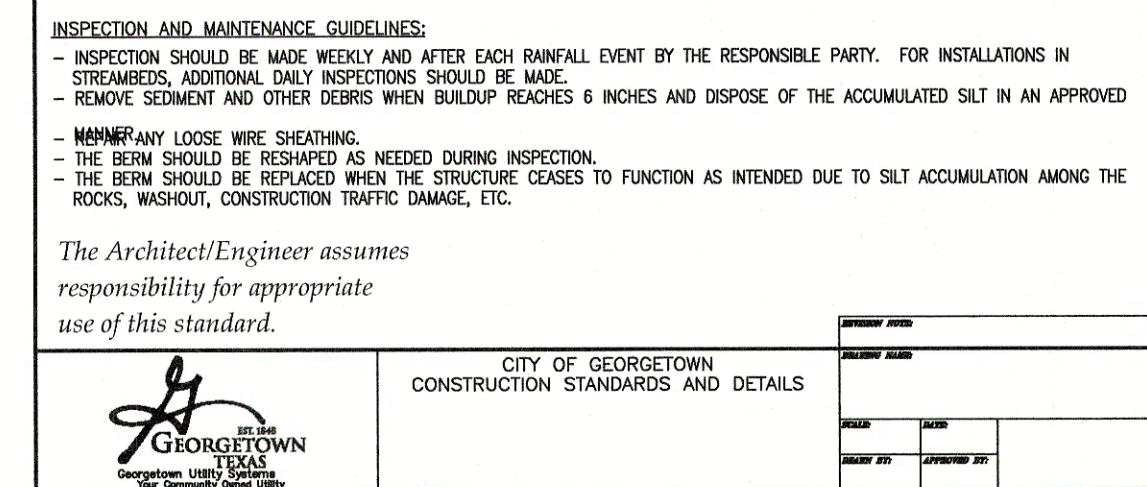
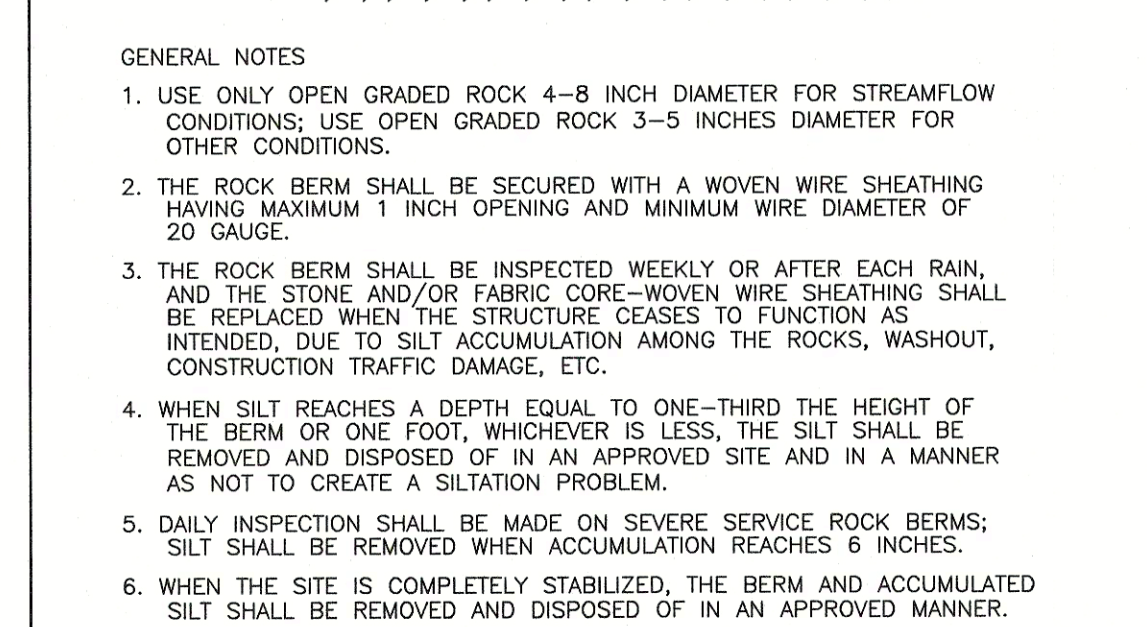
RECORD DRAWINGS

THESE DRAWINGS HAVE BEEN PREPARED IN PART ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY THE CONTRACTORS AND OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.

NOTES:

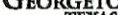
ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF HUTTO MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

DESIGNED BY: _____	1101 CAPITAL OF TEXAS HIGHWAY SOUTH	HUTTO CROSSING PHASE 4, SECTION 11	SHEET NO.
DRAWN BY: _____	BUILDING D, SUITE 110	ACCESS AND UTILITY IMPROVEMENTS	16 OF 17
CHECKED BY: _____	AUSTIN, TEXAS 78746		FILE NO.
APPROVED BY: _____	(512) 327-9204		16-W DETAIL SHEETS.dwg
DATE: August 5, 2019	Texas Registered Engineering Firm F-353	WATER DETAIL SHEET 1	JOB NO. 11.038.410
NO.	DESCRIPTION	BY	DATE



* FOR ROCK BERM DESIGN WHERE PARAMETERS ARE OTHER THAN STATED, DRAINAGE AREA CALCULATIONS AND ROCK BERM DESIGN MUST BE SUBMITTED FOR REVIEW.

** HIGH SERVICE ROCK BERMS MAY BE REQUIRED IN AREAS OF ENVIRONMENTAL SIGNIFICANCE AS DETERMINED BY THE CITY OF GEORGETOWN.


 CITY OF GEORGETOWN
 CONSTRUCTION STANDARDS AND DETAILS
 TEMPORARY EROSION AND
 SEDIMENTATION CONTROL GUIDELINES

use of this standard.

ADOPTED 6/21/2006
 EC01
 NTS 1/2003
 APPROVED BY

1. MATERIAL - THE FPBRIC MUST CORRESPOND TO THE FOLLOWING REQUIREMENTS

2 THIS MATERIAL SHOULD HAVE A MAXIMUM EXPECTED USEFULIFE OF APPROXIMATELY EIGHTEEN (18) MONTHS. THE INLET PROTECTION DEVICES SHOULD BE CONSTRUCTED IN A MANNER THAT WILL PREVENT THE INLET FROM BEING USED FOR ANY TYPE OF STORAGE OR CONSTRUCTION ACTIVITIES. THEY SHOULD ALSO BE CONSTRUCTED SUCH THAT ANY PONDING OF STORM WATER WILL NOT CAUSE EXCESSIVE R.O.W. FLOODING (E.g. 4 INCHES OF STANDING WATER) OR DAMAGE TO THE SURFACE.

3 COVERAGE: THE FIBRE CURE SHOULD COMPLETELY COVER THE OPENING OF THE INLET AND DEVICE SHOULD BE INSTALLED WITHOUT PROTRUDING PARTS THAT COULD BE A TRAFFIC, WORKER, OR PEDESTRIAN HAZARD. WHERE SECTIONS OF THE FIBRE OVERLAP, THEY SHALL OVERLAP AT LEAST THREE (3) INCHES.

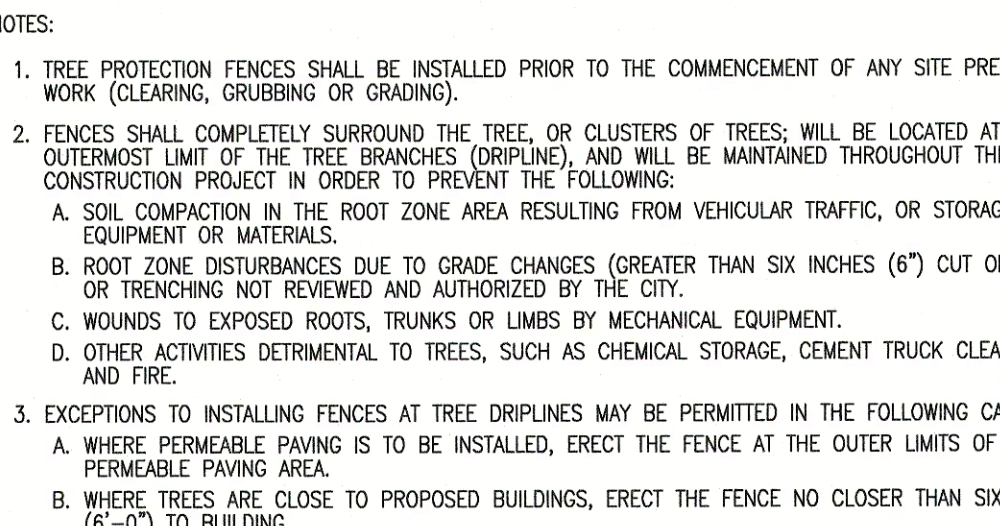
4 THE INLET FILTER SHALL BE ATTACHED IN A WAY THAT THEY CAN EASILY BE REMOVED AND ARE NOT SECURED OR ATTACHED BY THE USE OF SAND BAGS. THE INLET FILTER MUST BE REMOVED IMMEDIATELY UPON COMPLETION OF WORK. IF REMOVAL DAMAGES THE CONCRETE CURB, THE CURB MUST BE REPAIRED IMMEDIATELY.

5 DAILY INSPECTION SHALL BE MADE BY THE CONTRACTOR AND SILT ACCUMULATION MUST BE REMOVED WHEN THE DEPTH REACHES 50 MM (2 INCHES) INCHES OR ONE THIRD THE HEIGHT OF THE INLET THROAT. A

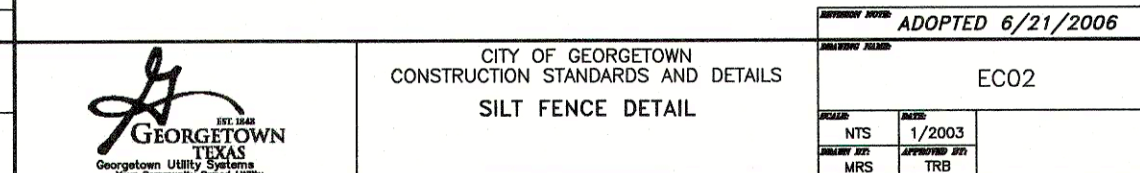
WATERSHED PROTECTION DEPARTMENT		FILTER DIKE CURB INLET PROTECTION	
RECORD COPY SIGNED BY MAPI VIGIL	10/30/09	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO 628S-2
ADOPTED			

[illegible]

 CITY OF GEORGETOWN TEXAS Georgetown, Little Brier	CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS EROSION AND SEDIMENTATION AND TREE PROTECTION NOTES		ADOPTED 6/21/03 EC01A
	NTS JUNE 21, 2003	JUNE 21, 2003 JUNE 21, 2003	JUNE 21, 2003 JUNE 21, 2003



 GEORGETOWN TEXAS Georgetown Utility Company	CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS TREE PROTECTION - CHAIN LINK FENCE		ADOPTED 6/2/2003 EC09
	REVISION NTS MRS	DATE 1/2003 APPROVED BY TBS	



 GEORGETOWN TEXAS Georgetown Utility Systems Georgetown, Texas 77858		CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS STABILIZED CONSTRUCTION ENTRANCE		APPROVED DATE ADOPTED 6/21/2006 APPROVED BY EC06	
		SCALE NT5 DRAWN BY MRS		DATE 1/2003 APPROVED BY TRB	

THESE DRAWINGS HAVE BEEN PREPARED IN PART ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY THE CONTRACTORS AND OTHERS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.

SECTION 11 DETAIL SHEET 1	SHEET NO. 17 OF 17
	FILE NO. 17-ECS DETAIL SHEETS.dwg
	JOB NO. 11.038.410

AGENDA ITEM REPORT

8.3.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2022-022 amending the City Council Protocol Policy to provide for a nominating and voting process for positions not subject to the Nominating Committee recommendations under Section 2.02.003 of the Code of Ordinances. (City Council)
Meeting: Thursday, March 3, 2022
Department: City Secretary /
Staff Contact:

BACKGROUND INFORMATION:

On January 6, 2022, the City Council adopted the Protocol Policy by Resolution No. R-2022-003. The proposed amendments to the Protocol Policy establish nominating and voting procedures for positions not subject to Nominating Committee recommendations under Section 2.02.003 of the Code of Ordinances.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

9.1.



To: Planning and Zoning Commission

Subject: Consideration and possible action on Ordinance No. O-2022-001 for the proposed Planned Unit Development (PUD) zoning request for the property known as NorthStar Hutto Planned Unit Development (PUD), 11.74 acres, more or less, of land, located off of Exchange Boulevard. The land use proposal is active adult 55+ multi-family use. (Second Reading) (Ashley Lumpkin).

Meeting: Thursday, March 3, 2022

Department: Development Services

Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The proposal consists of an 11.74 acre parcel that is part of the Landing Subdivision, more particularly Lot 3, Block A that was preliminary platted in December 2020. The property is zoned Multi-family (MF). The applicants met with staff and it was determined their unique product type would not be able to meet the multi-family design standards and density. Staff recommended they pursue the Planned Unit Development (PUD) option to present the deviations and additions to the UDC requirements and request approval.

WEST: ETJ, Church and Schmidt's Creek PUD, Proposed Residential
NORTH: Multi-Family, Vacant
EAST: Local Business, Vacant
SOUTH: Commercial PUD, Home Depot

SUMMARY OF REQUEST:

NorthStar Hutto (the "Project") is a proposed "active adult" community seeking a rezoning of its property from Multi-Family (MF) Zoning to a Multi-Family PUD zoning designation.

The overall site is approximately 11.74 acres in size. It is constrained with a 50' drainage easement on the west, a 40' drainage easement on the south and a 30' drainage easement along east property boundaries. This lot also includes West Live Oak Street R.O.W. dedication that will be finalized with platting. The net usable acreage is approximately 9.06 acres.

The Multi-Family 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.

The proposed net density for the NorthStar Hutto PUD is 23.84 or 216 units. However, a developer participation agreement with the City in January of 2021 for the entire Landing project permits density based on gross acreage (20 per acre). The proposed density is acceptable and will be counted against the Landing projects maximum units of 920.

AGENDA ITEM REPORT

9.1.



The property will be mostly utilized by residents over the age of 55. Per the applicant, the average resident age is approximately 70. The proposal includes unique design elements which are necessary to accommodate a specific demographic who will reside at the project. The proposal consists of 4 large Class A, 3-story buildings. The larger size facilitates elevator access, which is not typically provided in all multi-family projects.

The applicants followed our new PUD submittal application (attached) designed to better determine what they meet, will not meet and exceed. The UDC deviations in the North Star PUD include the following:

- Building length will exceed 200' up to 260'
- Minimum building roof pitch will be 4:12 instead of 6:12
- 30% masonry, stone and or brick is proposed instead of the required 50%
- Proposing 1 large tree per 500 sq. ft. landscape area instead of 2 large trees. (net loss of approximately 166 trees) 332 are required per UDC.
- Vehicular use areas (parking lots) are to be screened by an 8' deep landscape area OR a 6' stained wood screen fence. (added fence option)

The development will be responsible for dedicating R.O.W. and constructing their portion of the extension of Live Oak (collector) as shown on the City's mobility Plan per UDC requirements. The development will provide amenities including a pool and cabana, dog park, fitness center, clubhouse, and detached garages. The main entry will feature architectural pavers drives and enhanced landscaping.

STAFF REVIEW:

Property owners within 600' were notified of the request and to date staff has received one in favor.

The PUD request meets the PUD criteria as outlined below:

- 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.
- The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.
- 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.
- 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.

AGENDA ITEM REPORT

9.1.



- 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.
- The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.
- 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 that arrangements are made to mitigate impacts.
- 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.

Staff recommends approval of the Proposed NorthStar PUD. Planning and Zoning Commission recommends with a vote of 6-0 with the amendment to increase the maximum units allowed to 234 and that trees will be calculated not by number, but rather by caliper; 3" per 500 sq. ft. landscape area, (thus allowing flexibility to provide fewer, but larger trees).

FINANCIAL IMPACT:

None at this time.

POLICY IMPLICATIONS:

None at this time.

ATTACHMENTS:

1. NorthStar Hutto- PUD Zoning Change Application Form
2. NorthStarPUD(Ord)
3. Legal Description
4. Live Oak ROW Description
5. NorthStar Hutto - Statement of Intent and UDC Compliance 11.03.2021
6. NorthStar Hutto - Supporting Site Plan and Exhibits 11.03.2021
7. NorthStar Hutto Buffer Map
8. Adjacent Property Owner Response



PUD ZONING CHANGE
APPLICATION

Must be accompanied by a
Master Application

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: NorthStar Hutto

PROPERTY ADDRESS: 30°32'43.3"N 97°33'25.5"W

Current Zoning District (s): MF - Multi Family Proposed Zoning District(s): PUD - MF

Current Use: Undeveloped Proposed Use: Multi Family

Total Acreage: 11.74 Total # of Lots: 1 Future Land Use Map Designation High Density Residential

Current zoning: North of property: MF - Multi Family South of property: PUD Commercial

East of property: B-1 - Local Business West of property: Not Zoned / Development Agreements

FEES ☐ All required fees may be provided by cash, credit card or check made payable to: City of Hutto

REQUIRED FOR PUD (PLANNED UNIT DEVELOPMENT) ZONING SUBMITTAL

All items listed must be included with application, unless otherwise noted.

- ☐ Complete Master application and PUD Zoning Change application.
- ☐ Pre-application meeting with Development Services staff and WCESD#3 (Fire District) staff. **(Mandatory)**
- ☐ PUD Statement of Intent
- ☐ PUD Development Standards
- ☐ PUD Development Plan - Digital and one 24x36 Color copy of complete plan.
- ☐ Proof of ownership (copy of deed).
- ☐ Sketch of property by a registered professional land surveyor on (1) 8 1/2" x 11".
- ☐ List of all property owners within 600-ft of subject property boundary and mailing labels. Data to be obtained from the WCAD website. List and labels shall be of the property owner's 'mailing' address not the 'property' address.
- ☐ All submittal documents provided in digital format. On a CD (disk), electronic storage device, or emailed link to files.
- ☐ On-site public hearing notification sign(s) required. See Ordinance No. O-19-12-19-9A.

PROCESSING

- ☐ Application intake, staff review and determination that it is complete, meeting scheduling, public notification (mailed/published/website notification).
- ☐ Notification required 16 days prior to scheduled meeting date (published/mailed).
- ☐ All final documents related to commission(s) action are required 10 days prior to scheduled meeting date.
- ☐ All final documents related to city council action are required 10 days prior to scheduled meeting date.

FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Payment type	Fees paid	HPC Mtg. date	PZ Mtg. date	CC Mtg. date

October 2021



MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: NorthStar Hutto APPLICATION TYPE: PUD Zoning Change

APPLICANT INFORMATION (property owner or authorized agent) This will be the City's official contact

Name: Austin Dove
Company Name: The Sage Group
Address: 6106 Broadway, San Antonio, TX 78209
Phone: 210-493-3747 Email: adove@thesagegroup.net

PROPERTY INFORMATION

Address: _____
Legal Description: Lot(s) 3 Block A Subdivision Nathaniel Edwards Survey, A-225
Deed Reference: Volume _____ Page(s) _____ or Document No. 2021154181
City Limits or ETJ: City Limits Current Zoning District: MF

PROPERTY OWNER INFORMATION

Name: Justin Walker
Company Name: ~~Chalk Hill Ventures~~ HUTTO LANDING 3 Property owner LP
Address: 6601-E Hillcrest Avenue, Suite 212, Dallas, TX 75205
Phone: 214-274-4951 Email: justin@chalkhillventures.com

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

By my signature I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the submittal of this application. Additionally, my signature below indicates my awareness of the fee(s) required at the time of application submittal and that this fee(s) is non-refundable even in the event of application withdrawal or if reviewed and denied.

By signing this form, the owner of the property authorizes the City of Hutto to begin proceedings in accordance with the process for the type of application indicated on page one of this application. The owner further acknowledges that submittal of an application does not in any way obligate the City to approve the application and that although City staff may make certain recommendations regarding this application, the City Council may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

Justin Walker
Property Owner Signature

Justin Walker, Manager
Property Owner Printed Name

11/16/21
Date

THE STATE OF TEXAS

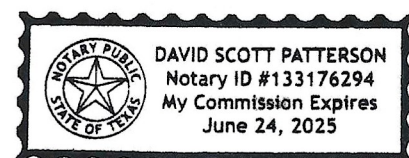
COUNTY OF Dallas

Before me, the undersigned authority, on this day personally appeared Justin Walker, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 16th day of November, 20 21 A.D.

David Patterson
Notary Public Signature

David Patterson
Notary Public Printed Name



If there are multiple property owners attach separate page(s) with notarized signature(s)

March 2020

The Planned Unit Development (PUD) process and zoning designation allows creativity, innovation and flexibility in land use, density, site planning and design for a parcel, that would result in a project more appropriate and desirable than what would result from strict application of this code. Applying Form Based Code to a parcel is preferred to the Planned Unit Development process.

A PUD plan and PUD development standards are required for a parcel that will be developed as a PUD. PUD plans and development standards are evaluated using all the following criteria.

Include a PUD statement of intent as to how the proposed PUD meets the PUD criteria.

- 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.
- The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.
- 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.
- 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.
- 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.
- The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.
- 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 that arrangements are made to mitigate impacts.
- 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.

Include a PUD plan and PUD development standards that address the following site criteria (The form and content of the development plan shall be in sufficient detail to enable the city to evaluate the proposal and ascertain that it meets all criteria.)

IO.203.12 Plan Amendment – Does the proposed PUD comply with the Future Land Use Map _____
If no, provide detailed summary stating why the proposed PUD is more appropriate than the FLUM as adopted per the criteria found in IO.203.12.3.

IO.403 Bulk, Setbacks and Buffers – MEETS / DOES NOT MEET / EXCEEDS / NA

- ☐ IO.403.3 Lot Dimensions and Area
- ☐ IO.403.4 Building Envelope
- ☐ IO.403.4.3 Riparian Setbacks
- ☐ IO.403.4.5 Setback Encroachments and Exceptions
- ☐ IO.403.6 Bufferyard
- ☐ IO.403.7 Residential Adjacency

IO.404 Site Design – MEETS / DOES NOT MEET / EXCEEDS / NA

- ☐ IO.403.7 Siting and Orientation
- ☐ IO.403.7.3 Common Open Space
- ☐ IO.403.8 Siting and Orientation: non-residential sites and structures
- ☐ IO.403.9 Sidewalks
- ☐ IO.403.10 Internal Pedestrian Circulations
- ☐ IO.403.11 Signature Elements
- ☐ IO.403.12 Public Transit Facilities
- ☐ IO.403.13 Service Areas
- ☐ IO.403.14 Water Bodies and Retention

- ☐ IO.403.I5 Land Disturbance
- ☐ IO.403.I6 Defensible Space

☐ IO.405 Parking and Access - MEETS / DOES NOT MEET / EXCEEDS / NA

IO.406 Architectural Design - MEETS / DOES NOT MEET / EXCEEDS / NA

- ☐ IO.406.3 Single household detached and two to four household residence design
- ☐ IO.406.4 Single household attached and multiple household residence design
- ☐ IO.406.6 Commercial, office, public, institutional and mixed-use building design
- ☐ IO.406.7 Industrial building design

IO.407 Landscaping - MEETS / DOES NOT MEET / EXCEEDS / NA

- ☐ IO.407.3 General Standards
- ☐ IO.407.4 Required Landscaping: single, two, three and four household dwellings
- ☐ IO.407.5 Required Landscaping: non-residential and 5+ household residential development
- ☐ IO.407.6 Materials, Maintenance and Replacement
- ☐ IO.407.7 Irrigation
- ☐ IO.407.8 Tree Preservation and Removal
- ☐ IO.407.9 Tree Protection During Construction
- ☐ IO.407.10 Required Site Furniture

☐ IO.408 Fences and Walls - MEETS / DOES NOT MEET / EXCEEDS / NA

☐ IO.409 Outdoor Lighting - MEETS / DOES NOT MEET / EXCEEDS / NA

☐ IO.410 Signs - MEETS / DOES NOT MEET / EXCEEDS / NA

Chapter 6 Subdivision Standards - MEETS / DOES NOT MEET / EXCEEDS / NA

- ☐ IO.602 Applicability and exceptions
- ☐ IO.603 – IO.608 Lot Division and Adjustment Processes
- ☐ IO.609 Parkland and open space dedication
- ☐ IO.610 Pedestrian and Bicycle Facilities
- ☐ IO.611 Street Classification
- ☐ IO.612- IO.613 Street Design
- ☐ IO.614 Driveway and Easements
- ☐ IO.615 Road Adequacy Standards

☐ Chapter 7 Historic Preservation - MEETS / DOES NOT MEET / EXCEEDS / NA

ORDINANCE NO. 2022-0

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 11.74 ACRES, MORE OR LESS, OF LAND, TO BE KNOWN AS NORTH STAR PLANNED UNIT DEVELOPMENT (PUD) 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 7th day of December, 2021, and;

WHEREAS, on the 6th day of January, 2022, 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 Official Zoning Map of the City of Hutto, Texas, is hereby amended so that the zoning classification of the property described in **Exhibit "A"**, attached hereto and incorporated herein shall be, and is hereafter changed from SF-1 (Single Family Residential) Zoning District to now be designated as PUD (Planned Unit Development) Zoning District and is designated as the North Star Planned Unit Development (PUD), this includes the Development Plan described in **Exhibit "B"** attached hereto 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 second reading on this the **6th** day of **January, 2022** 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 second reading of ordinance this **6th** day of **January, 2022** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor Pro Tem

Attest:

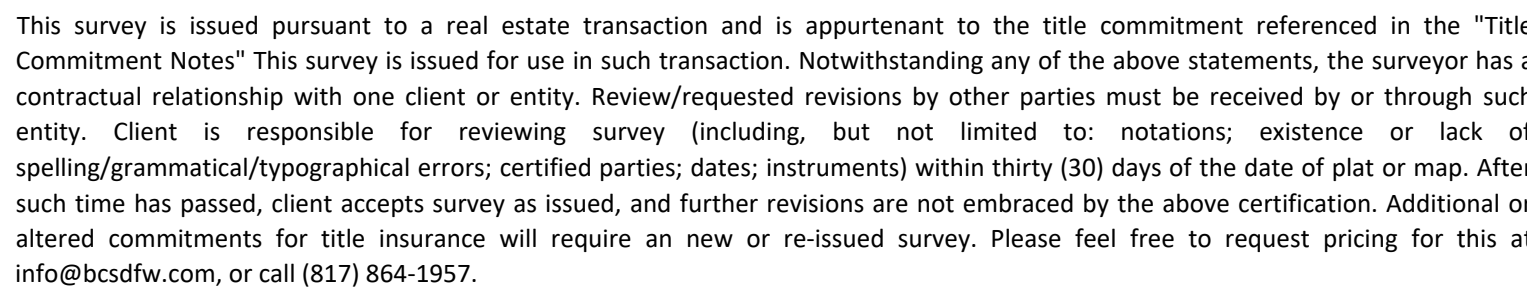
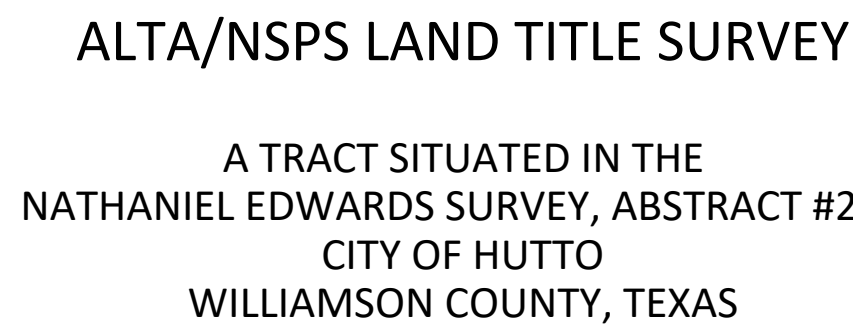
Holly Nagy, City Secretary

1. Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83); distances are surface with a combined scale factor of 1.00011.
2. Monuments are found unless specifically designated as set.
3. Elevations (if shown) are North American Vertical Datum of 1988 (NAVD '88).

Source information from plans and markings will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.

1. Regarding Table "A" Item 2: Property address: "HWY 79, HUTTO, TX 78634" according to Williamson County Appraisal District.
2. Regarding Table "A" Item 7(a): No buildings were observed at time of survey
3. Regarding Table "A" Item 14: The southeast corner of the site is approximately 810 feet northwest of the intersection of 79 and Exchange Boulevard.
4. **PARKING SUMMARY**

- D.R.W.C.T. DEED RECORDS, WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- DOC.# DOCUMENT NUMBER
- C.M. CONTROLLING MONUMENT
- SQ. FT. SQUARE FEET
- ROW RIGHT OF WAY
- CRS CAPPED REBAR SET



"W. LIVE OAK STREET"

Hutto, Texas

2.314 Acres

BEING a tract of land out of the Nathaniel Edwards Survey, Abstract Number 225, Williamson County, Texas, and being a portion of that tract of land described by deed to Kalogridis and Kalogridis Development, LLC, as recorded under Document Number 2017118415, Official Public Records of Williamson County, Texas, the subject tract being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83):

BEGINNING at a 1/2 inch rebar with cap stamped "CUNNINGHAM" for the easternmost southeast corner of said Kalogridis tract and the herein described tract, same being the easternmost northeast corner of Lot 1 in Block 1 of Hutto Square Commercial, an addition in Williamson County, Texas according to plat recorded in Document Number 2018106819 of the Official Public Records Williamson County, Texas;

THENCE North 36 degrees 52 minutes 25 seconds West, with the northeast line of said Lot 1, a distance of 28.93 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found;

THENCE North 83 degrees 13 minutes 31 seconds West, with the north line of said Lot 1 passing at a distance of 312.66 a 1/2 inch rebar with cap stamped "CUNNINGHAM" found for the northwest corner of said Lot 1 and continuing through the interior of said Kalogridis tract a total distance of 501.85 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found at the beginning of a tangent curve to the right having a radius of 641.50 feet, with a delta angle of 38 degrees 49 minutes 22 seconds, whose chord bears North 63 degrees 48 minutes 50 seconds West a distance of 426.40 feet;

THENCE Through the interior of said Kalogridis tract and along said tangent curve to the right an arc length of 434.67 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found;

THENCE North 44 degrees 24 minutes 09 seconds West, through the interior of said Kalogridis tract a distance of 243.69 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found in the west line thereof;

THENCE North 07 degrees 37 minutes 11 seconds East, with the west line of said Kalogridis tract, a distance of 105.30 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found;

THENCE South 44 degrees 24 minutes 09 seconds East, through the interior of said Kalogridis tract, a distance of 308.48 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found at the beginning of a tangent curve to the left having a radius of 558.50 feet, with a delta angle of 38 degrees 49 minutes 22 seconds, whose chord bears South 63 degrees 48 minutes 50 seconds East, a distance of 371.23 feet;

THENCE Through the interior of said Kalogridis tract and along said tangent curve to the left, an arc length of 378.43 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found;

"W. LIVE OAK STREET"

Hutto, Texas

2.314 Acres

THENCE South 83 degrees 13 minutes 31 seconds East, through the interior of said Kalogridis tract, a distance of 501.85 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found;

THENCE North 50 degrees 25 minutes 23 seconds East, through the interior of said Kalogridis tract, a distance of 38.01 feet to a 1/2 inch rebar with cap stamped "CUNNINGHAM" found in the east line of said Kalogridis tract;

THENCE South 09 degrees 30 minutes 23 seconds West, with the east line of said Kalogridis tract, a distance of 131.59 feet to the **POINT OF BEGINNING** and enclosing 2.314 acres (100,779 square feet) of land, more or less.


9/23/2021
John H. Barton III, RPLS# 6737



Planned Unit Development (PUD) NorthStar Hutto Apartments

Statement of Intent

NorthStar Hutto (the “Project”) is a proposed “active adult” community seeking a rezoning of its property from Multi-Family (MF) Zoning to a Multi-Family PUD (MF/PUD) zoning designation. This designation request is being made on the basis that some of the design requirements may not be translatable to the design of this development type (i.e., active adult community) and would most appropriately be developed as a Planned Unit Development constructed under modified development guidelines unique to the property use. Once complete, the Project will provide attractive housing for a currently underserved demographic within the City of Hutto.

The proposed Project is a multi-family (high density) development that will be utilized mostly by residents over the age of 55. As per our experience on other active adult 55+ projects, the likelihood is that the average resident age will be approximately 70 years of age (with general range from 55 to 80). The Project will incorporate unique design elements which are necessary to accommodate and provide a living experience which has been tailored to both the desires and needs of the demographic who will reside at the Project. The most prevalent attributes seek to facilitate (1) affordability, (2) accessibility and (3) access to amenities (all of which necessitate some slight modifications to the current MF Zoning designation).

The Project is proposed as a Class-A, 3-story project comprised of 4 large buildings. In some instances, the Project’s buildings are larger than normal (as compared to conventional multifamily projects) to help facilitate convenient elevator access throughout the Project. The requested modifications to the current MF zoning designation will assist the developer in controlling construction costs (which are normally higher than a conventional multifamily project) so that the Project remains viable and ultimately allows for rents to be lower.

While there are several deviations requested from the original zoning guidelines, it should be noted that the request does not deviate from most of the PUD criteria outlined by the City of Hutto.

The PUD request meets many of the PUD criteria as outlined below:

1. The PUD is (a) consistent with the spirit of the community, neighborhood and other applicable land use and development plans, (b) compatible with the character of adjacent development or recommended land uses, (c) would not adversely affect properties near the site, and (d) achieves the benefits of improved design.
2. The PUD will not adversely affect land with significant historical, cultural, recreational, or aesthetic value.
3. The PUD, while a site-specific use, will provide benefits for its residents by providing social and recreational elements as part of the project development.
4. The PUD does not impose an extensively dense development that would affect nearby land uses, congestion of traffic, excessive lighting, trash accumulation and litter, noise, air and water pollution, and other factors affecting the public health, safety, welfare, and convenience.

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

As part of this request, it should be underscored that this Project will be developed with the utmost sensitivity to architectural and landscape design. The outline of the Plan Amendments, set forth by this request, will not diminish the requirements set forth in the City's development standards to provide a quality architecturally distinctive project that is a benefit to the City, as well as the residents of the community.

City of Hutto UDC / Site Criteria

10.403 Bulk, Setbacks and Buffers

- ☒ 10.403.3 Lot Dimensions and Area- **MEETS**
- ☒ 10.403.4 Building Envelope- **MEETS**
- ☒ 10.403.4.3 Riparian Setbacks- **MEETS**
- ☒ 10.403.4.5 Setback Encroachments and Exceptions- **MEETS**
- ☒ 10.403.6 Buffer yard- **MEETS**
- ☒ 10.403.7 Residential Adjacency- **MEETS**

10.404 Site Design

- ☒ 10.403.7 Siting and Orientation- **MEETS**
- ☒ 10.403.7.3 Common Open Space- **MEETS**
- ☒ 10.403.8 Siting and Orientation: non-residential sites and structures- **N/A**
- ☒ 10.403.9 Sidewalks- **MEETS**
- ☒ 10.403.10 Internal Pedestrian Circulation- **MEETS**
- ☒ 10.403.11 Signature Elements- **PROPOSED NEW**

Existing UDC

Primary vehicular entrances to businesses, office and industrial parks, shopping and commercial centers, and development in MF and MH districts, on sites at least 10 acres, must include one or more signature elements. A signature element may include:

- ☐ *Public Art, with a theme unrelated to the primary use(s) of the site.*
- ☐ *Water Feature such as water fountain or waterfall.*
- ☐ *Clock or Bell Tower.*

Proposed PUD (shown bold)

Primary vehicular entrances to businesses, office and industrial parks, shopping and commercial centers, and development in MF and MH districts, on sites at least 10 acres, must include one or more signature elements. A signature element may include:

- ☐ *Public Art, with a theme unrelated to the primary use(s) of the site.*
- ☐ *Water Feature such as water fountain or waterfall.*
- ☐ *Clock or Bell Tower.*
- ☐ ***Unique signature architectural building element.***
- ☐ ***Entry Motor court with architectural paver drives and enhanced landscaping.***

- ☒ 10.403.12 Public Transit Facilities- **N/A**
- ☒ 10.403.13 Service Areas- **MEETS**
- ☒ 10.403.14 Water Bodies and Retention- **N/A**
- ☒ 10.403.15 Land Disturbance - **MEETS**
- ☒ 10.403.16 Defensible Space - **MEETS**

10.406 Architectural Design

- ☒ 10.406.3 Single household detached and two to four household residence design- **N/A**
- ☒ 10.406.4 Single household attached and multiple household residence design-
MEETS in all areas with exception of:

10.406.4.4.3 Long walls and facades

Existing UDC

- o *The Maximum length of a multifamily residential building as 200 ft.*
- o *Wall and roof plans must have offsets or setbacks with differential in horizontal plane of at least 4 ft. every no more than 50 ft.*
- o *Up to six townhouse units may be attached in a single row.*

Proposed PUD (shown bold) / See 'Exhibit B'

- o *The Maximum length of a multifamily residential building as **(260 ft.)***
- o *Wall and roof plans must have offsets or setbacks with differential in horizontal plane of at least 4 ft. every no more than 50 ft.*
- o *Up to six townhouse units may be attached in a single row.*

10.406.4.4.7 Building Roofs

Existing UDC

- o *On buildings with pitched roofs, the minimum roof pitch is 6:12.*
- o *On building where flat roofs are the predominate roof type, parapet walls must vary in height and/or shape at least once every no more than 50 ft. along a wall.*
- o *On buildings where sloping roofs are the predominant roof type, each building must have a variety of roof forms.*
- o *Roof forms must be designed to correspond and denote building elements and functions such as entrances and arcades.*

Proposed PUD (shown bold) / See 'Exhibit A'

- o *On buildings with pitched roofs, the minimum roof pitch is **4:12**.*
- o *On building where flat roofs are the predominate roof type, parapet walls must vary in height and/or shape at least once every no more than 50 ft. along a wall.*
- o *On buildings where sloping roofs are the predominant roof type, each building must have a variety of roof forms.*
- o *Roof forms must be designed to correspond and denote building elements and functions such as entrances and arcades.*

10.406.4.5.1 Building Materials

Existing UDC

- o *Predominant building exterior materials must be high quality, and used in their natural contact and color. Masonry, stone and/or brick must be used as dominant (at least 50% of exterior surface area) exterior materials. Wood, fiber-cement siding and stucco are examples of appropriate secondary exterior materials.*
- o *A waiver to building material standards may be considered for buildings designed in a modern or postmodern architectural style.*
- o *T1-11 and other plywood-based siding materials are prohibited.*
- o *Prefabricated and pre-engineered building are prohibited.*

Proposed PUD (shown bold) / See Exhibit 'A'

- *Predominant building exterior materials must be high quality, and used in their natural contact and color. Masonry, stone and/or brick must be used as dominant (at least **30%** of exterior surface area) exterior materials. Wood, fiber-cement siding and stucco are examples of appropriate secondary exterior materials.*
- *A waiver to building material standards may be considered for buildings designed in a modern or postmodern architectural style.*
- *T1-11 and other plywood-based siding materials are prohibited.*
- *Prefabricated and pre-engineered building are prohibited.*

- ☒ 10.406.6 Commercial, office, public, institutional, and mixed-use building design- **N/A**
- ☒ 10.406.7 Industrial building design- **N/A**

10.407 Landscaping

- ☒ 10.407.3 General Standards- **MEETS**
- ☒ 10.407.4 Required Landscaping: single, two, three and four household dwellings- **N/A**
- ☒ 10.407.5 Required Landscaping: non-residential and 5+ household residential development- **MEETS in all areas with exception of:**

10.407.5.1.2 Minimum Percentages

Existing UDC

Tree and shrub requirement for commercial, multifamily, office and professional, and institutional and civic uses.

For every 500 square feet of landscaping required, or portion thereof, as least two (2) large trees and four (4) shrubs are required. Two (2) small ornamental trees may be substituted for one (1) required large tree, not to exceed 50% of the required large trees.

Proposed PUD (shown bold) / See Exhibit 'C'

*Tree and shrub requirement for commercial, multifamily, office and professional, and Institutional and civic uses. For every 500 square feet of landscaping required, or portion thereof, as least **one (1) large tree** and four (4) shrubs are required. Two (2) small ornamental trees may be substituted for one (1) required large tree, not to exceed 50% of the required large trees.*

10.407.5.2 Parking lot and vehicular use screening

Existing UDC

The perimeter of all vehicular use areas included parking areas, drive aisles, and loading areas shall be screened as follow:

- *Vehicular use areas shall be screened from all abutting rights-of-way by a continuous landscaped area not less than 10 ft. deep.*
- *Vehicular use areas shall be screened from all abutting private property by a continuous landscaped area not less than 8 ft. deep.*
- *Landscape screening shall contain one (1) large tree per thirty (30) linear feet, or portion thereof, and a continuous hedge not less than 3 ft. in height.*
- *In addition to the required vehicular use screening, all outdoor parking shall have landscaping islands within the parking area equal to not less than 7% of the gross parking lot area.*

- *Landscape islands shall be required on both ends of all parking aisles, if such spaces are not adjacent to another landscaped area or entry throat.*
- *Not more than ten (10) consecutive parking spaces shall be provided without a landscaped island. • Landscape islands shall be a minimum of 9 ft. wide and 18 ft. deep, and shall contain at least one (1) large tree and four (4) shrubs.*
- *Driveways and entry throats shall contain at least one (1) large tree and five (5) shrubs on each side.*
- *Required parking lot landscaping may be counted toward the minimum landscaped area required in Section 10.407.5.1.*

Proposed PUD (shown bold)

The perimeter of all vehicular use areas included parking areas, drive aisles, and loading areas shall be screened as follow:

- *Vehicular use areas shall be screened from all abutting rights-of-way by a continuous landscaped area not less than 10 ft. deep.*
- *Vehicular use areas shall be screened from all abutting private property by a continuous landscaped area not less than 8 ft. deep **or utilization of 6 ft stained wood screen fence.***
- *Landscape screening shall contain one (1) large tree per thirty (30) linear feet, or portion thereof, and a continuous hedge not less than 3 ft. in height.*
- *In addition to the required vehicular use screening, all outdoor parking shall have landscaping islands within the parking area equal to not less than 7% of the gross parking lot area.*
- *Landscape islands shall be required on both ends of all parking aisles, if such spaces are not adjacent to another landscaped area or entry throat.*
- *Not more than ten (10) consecutive parking spaces shall be provided without a landscaped island. • Landscape islands shall be a minimum of 9 ft. wide and 18 ft. deep, and shall contain at least one (1) large tree and four (4) shrubs.*
- ⊕ *Driveways and entry throats shall contain at least one (1) large tree and **SOD.***
- *Required parking lot landscaping may be counted toward the minimum landscaped area required in Section 10.407.5.1.*

- ☒ 10.407.6 Materials, Maintenance and Replacement- **MEETS**
- ☒ 10.407.7 Irrigation- **MEETS**
- ☒ 10.407.8 Tree Preservation and Removal- **MEETS**
- ☒ 10.407.9 Tree Protection During Construction- **MEETS**
- ☒ 10.407.10 Required Site Furniture- **N/A**
- ☒ 10.408 Fences and Walls- **MEETS in all areas with exception of:**

Existing UDC:

Permitted fence in 3+ household residential area to be no more than 3.5' height in front yard.

Proposed PUD (shown bold):

Permitted fence in 3+ household residential area to be **6' maximum** height in front yard.

- ☒ 10.409 Outdoor Lighting- **MEETS**

Chapter 6 - Subdivision Standards

- ☒ 10.602 Applicability and exceptions- **MEETS**
- ☒ 10.603-10.608 Lot Division and Adjustment Processes- **MEETS**
- ☒ 10.609 Parkland and open space dedication- **MEETS**
- ☒ 10.610 Pedestrian and Bicycle Facilities- **MEETS**
- ☒ 10.611 Street Classification- **MEETS**
- ☒ 10.612- 10.613 Street Design- **N/A**
- ☒ 10.614 Driveway and Easements- **MEETS**
- ☒ 10.615 Road Adequacy Standards- **MEETS**

- ☒ **Chapter 7 – Historic Preservation- N/A**

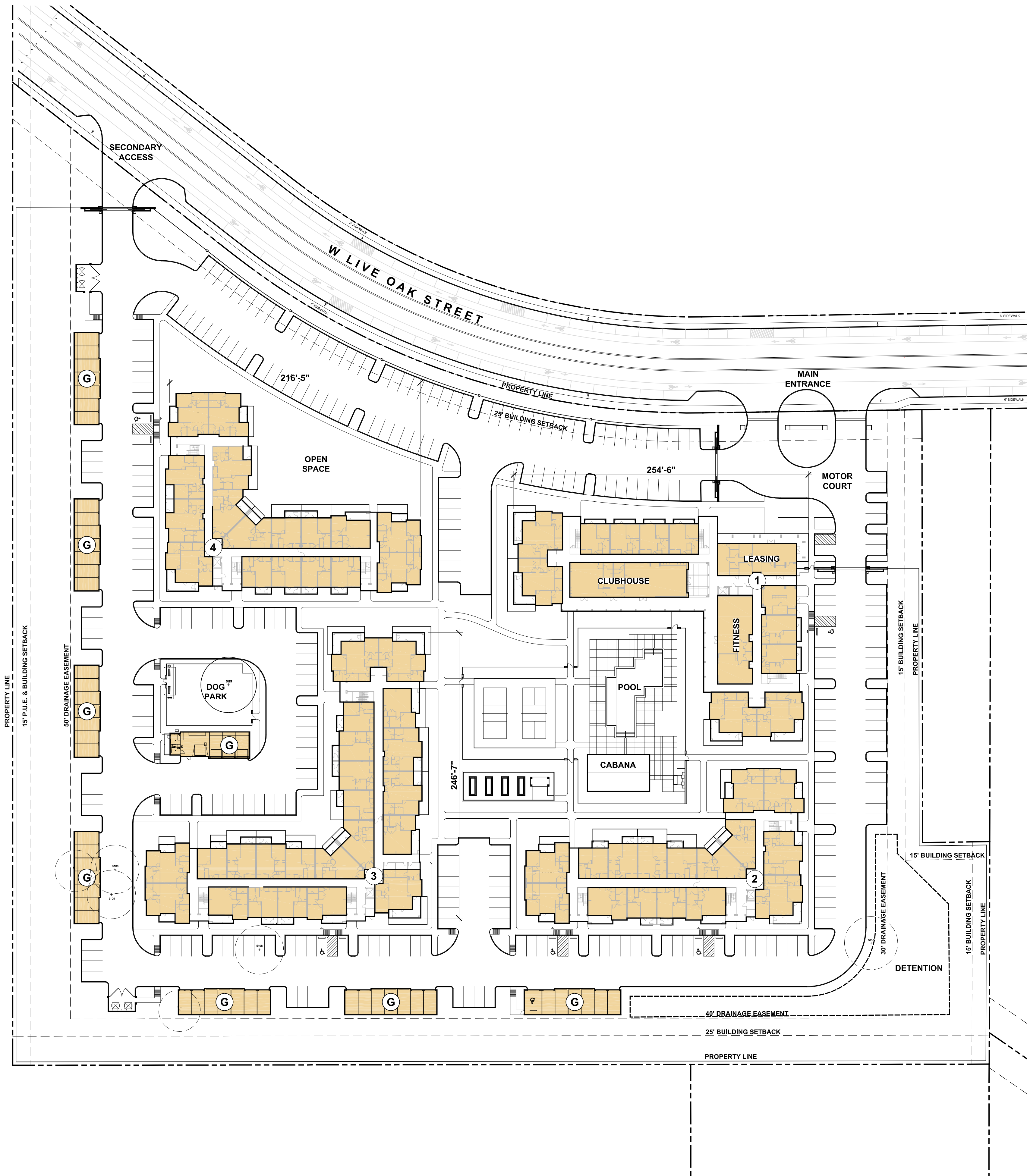
NORTHSTAR HUTTO - PUD APPLICATION EXHIBIT



CONCEPT PERSPECTIVE

NORTHSTAR HUTTO

HUTTO, TEXAS
11.05.2021

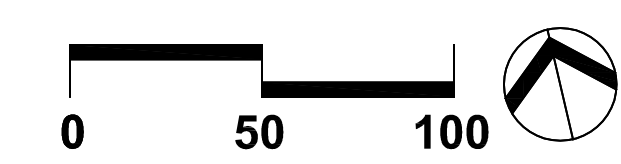


SITE TABULATIONS

TOTAL ACRES	NET USEABLE ACRES	TOTAL UNITS	NET DENSITY
11.74	9.06	216	23.84

PARKING TABULATIONS

SURFACE	DETACHED GARAGE	TOTAL PARKING	PARKING RATIO
314	52	366	1.69



PUD DEVELOPMENT PLAN - EXHIBIT B

NORTHSTAR HUTTO

HUTTO, TEXAS
11.05.2021



SITE TABULATIONS

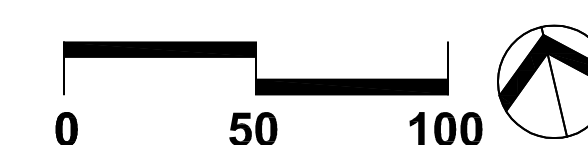
TOTAL ACRES	NET USEABLE ACRES	TOTAL UNITS	NET DENSITY
11.74	9.06	216	23.84

PARKING TABULATIONS

SURFACE	DETACHED GARAGE	TOTAL PARKING	PARKING RATIO
314	52	366	1.69

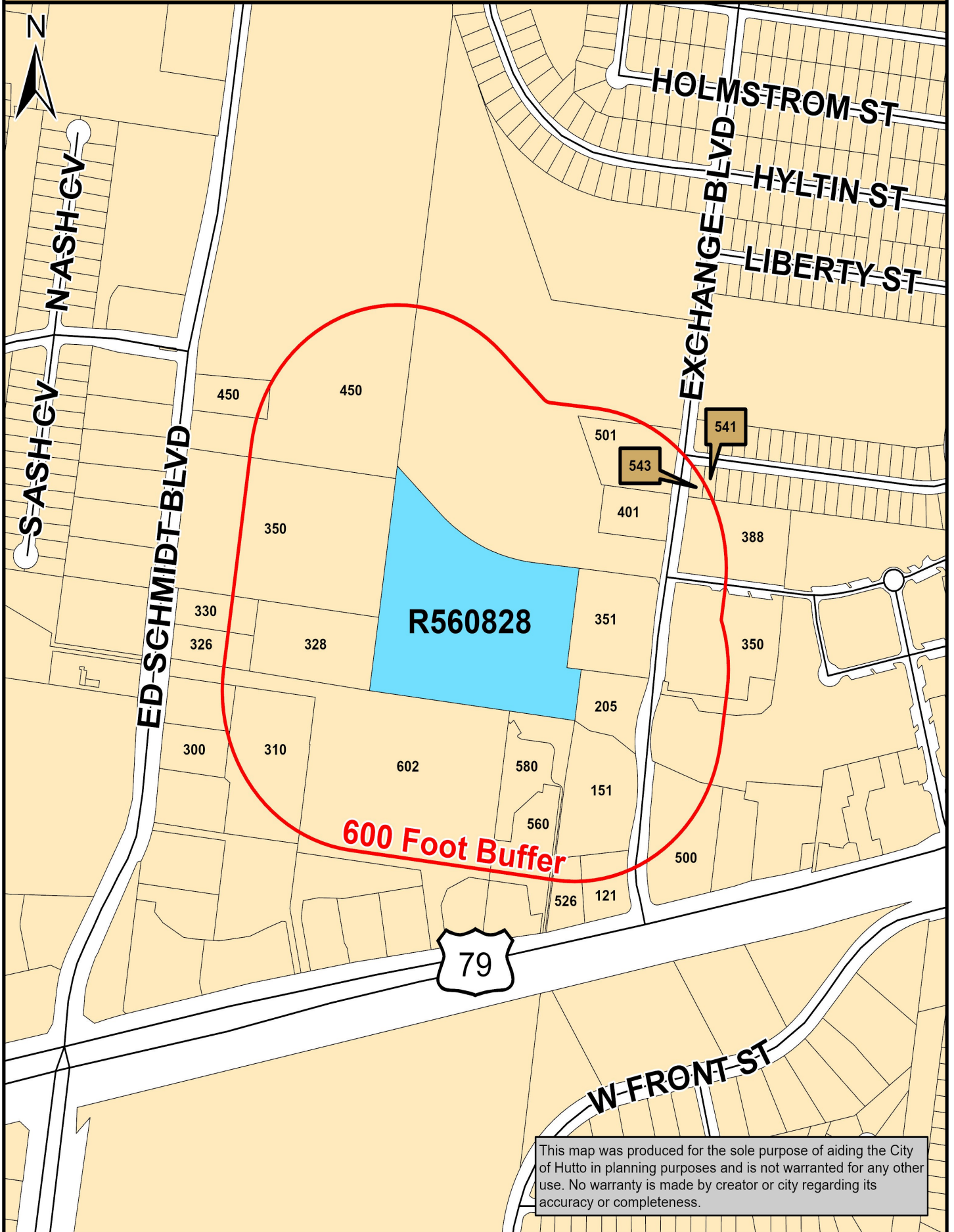
LANDSCAPE DESIGN GUIDELINES

- PROPOSED PUD TREE REQUIREMENTS
- a. 1 Large Trees for every 500sf of Landscaping Required
 - $413,782 \div 0.2 = 82,756$
 - $82,756sf / 500sf = 166$ Trees
 - 166 Large Trees Proposed
 - Exhibit does not reflect ornamental trees. Per UDC, two ornamental trees equals one large tree.



PROPOSED PUD TREE DENSITY - EXHIBIT C

NorthStar Hutto PUD





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

PLANNING & ZONING COMMISSION ON: **DECEMBER 7, 2021**
CITY COUNCIL ON: **JANUARY 6, 2022**
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 **NorthStar Hutto Planned Unit Development (PUD)**, 11.74 acres, more or less, of land, located off of Exchange Boulevard. The land use proposal is active adult 55+ multi-family use.

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 **NorthStar Hutto Planned Unit Development (PUD)**, 11.74 acres, more or less, of land, located off of Exchange Boulevard.

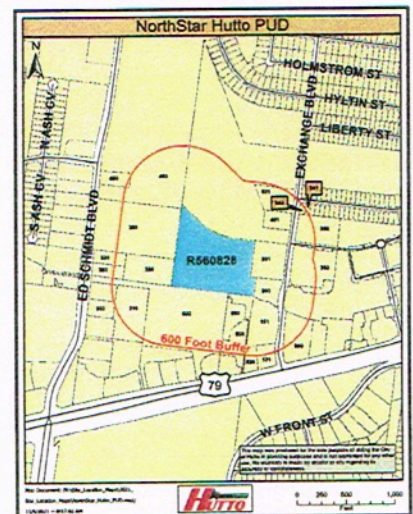
Name: 21044 SHERMAN WAY, LLC - STEVE McCoy
Address: 560 US-79

☒ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



AGENDA ITEM REPORT

9.2.



To: Planning and Zoning Commission
Subject: Consideration of a public hearing and possible action on Ordinance No. O-2022-007 approving a Specific Use Permit for the property known as 208 West Austin Avenue and 201 West Front Street, to allow a warehouse use (UDC 10.304.7). (Ashley Lumpkin)
Meeting: Thursday, March 3, 2022
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The proposal consists of an approximately 0.63 acre parcel, collectively made up of several lots and an alleyway in the City of Hutto Addition. The property is zoned Special District (SD-A) and is in the Old Town Overlay District. A Specific Use Permit is required for warehouse use in the SD-A District.

The property is currently being replatted as the Santamaria replat and should be brought for approval in the next few months. (public hearing only on February 1, 2022)

Adjacent Zoning and Uses:

WEST: SD-A, Hutto Police Station
NORTH: Railroad and Highway 79
EAST: SD-A, Residential Property
SOUTH: SD-A, Commercial Space

SUMMARY OF REQUEST:

The applicant is proposing an approximately 12,000 sq ft office, showroom and warehouse. The applicants have provided a conceptual site plan to show how the use might work on the site. The site plan will be finalized at further stages in the development process. West Austin Avenue is designated as a no-truck zone. This does not prohibit local deliveries. However, the applicant will need to use West Front Street for primary traffic.

10.308.12 Warehouse and distribution facility

10.308.12.1 Definition

Warehouse and distribution facility: use for storage, wholesale and distribution of manufactured products; including accessory offices or showrooms, and including incidental retail sales (no more than 10% of the building gross floor area) but excluding bulk storage of materials that are inflammable or explosive or that create hazardous or commonly recognized offensive conditions; and where the products, supplies or equipment that are distributed from the facility are not used or consumed on the premises.

AGENDA ITEM REPORT

9.2.



10.308.12.2 Permitted locations

Warehouse and distribution facilities are considered subject to specific use permit review in the SD-A transect zone.

The SD-A district also requires a Certificate of Appropriateness for construction of a new, detached structure in a historic district. (10.2035)

The applicants will go through the COA process, Site Plan process and the Building Permit process.

STAFF REVIEW:

Staff sent notices to 69 adjacent property owners within 600' and to date has received no responses.

Staff recommends approval of the Proposed SUP for warehouse with the following conditions:

- HPC must grant Certificate of Appropriateness
- Applicants must meet all site design criteria
- Only one driveway is permitted off of W. Austin Avenue
- The replat of the property is approved and recorded prior to the site plan permit issuance
- No open storage

FINANCIAL IMPACT:

Not applicable to this request.

POLICY IMPLICATIONS:

Not applicable to this request.

ATTACHMENTS:

1. (Ord)Austin Warehouse SUP
2. 208AustinAve(West)-SUP-Deed(9-24-21)
3. Application
4. Conceptual Site Plan
5. Buffer Map

ORDINANCE NO. 2022-

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A WAREHOUSE FACILITY IN THE SD-A (SPECIAL DISTRICT) ZONING DISTRICT AT 208 WEST AUSTIN AVENUE AND 201 WEST FRONT STREET, 0.63 ACRES, MORE OR LESS, OF LAND, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to grant a Specific Use Permit to allow a warehouse use in the SD-A (Special District) zoning district at the property known as 208 West Austin Avenue and 201 West Front Street, described in Exhibit “A”, being attached hereto and incorporated herein, and;

WHEREAS, on the 1st day of February, 2022, 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 1st day of February, 2022, and;

WHEREAS, on the 3rd day of March 2022, 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 (2020 Edition, as amended), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

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

SECTION I.

1.

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

10.203.18.3 Criteria

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

10.203.18.5 Conditions

- The Planning and Zoning Commission and/or City Council may impose conditions on a specific use permit.
- Specific use permit approval does not run with the land, and expires with the end of the approved use.

10.203.18.6 Amendments

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

10.204.2 Effective date and expiration

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

2.

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

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

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and **APPROVED** on first reading on this the **3rd** day of **March 2022** 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 **3rd** day of **March 2022** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

, City Secretary

15/17C/ GF#2138207-RLH AJW

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

Date: August 12, 2021

Grantor: Copper & Stone Development, LLC, a Texas limited liability company

Grantor's Mailing Address (including county):

P.O. Box 609
Hutto TX 78634
Williamson County

Grantee: Joaquin Santamaria, a married individual

Grantee's Mailing Address (including county):

10112 Hammerly Blvd Ste F
Houston Texas
Harris County

Consideration:

For the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid to the undersigned by the Grantee herein named, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's Note of even date herewith that is in the principal amount of **Two Hundred Forty-Two Thousand Two Hundred Fifty and No/100 Dollars (\$242,250.00)**, payable to the order of **BancorpSouth Bank**. The Note is secured by a Vendor's Lien retained in favor of **BancorpSouth Bank** in this Deed and by a Deed of Trust of even date herewith from Grantee to **Charlie Waters**, Trustee.

Property (including any improvements):

Lots 1, 2, 3, 18, 19 and 20, Block 2, THE OFFICIAL REVISED MAP OF THE CITY OF HUTTO, TEXAS, according to the map or plat thereof, recorded in Cabinet A, Slide 221, Plat Records, Williamson County, Texas, together with that 0.211 of an acre of land, more or less, comprised of the west one-half of Washington Street from the south line of Front Street to the north line of Austin Avenue as shown on the Old Addition to the City of Hutto and 0.039 of an acre of land, more or less, comprised of that certain 20 foot alley located between Lots 1, 2 and 3, block 2 and Lots 18, 19 and 20, Block 2 as shown on the Old Addition to the City of Hutto and described in Resolution No. 2006-005-00 recorded in Document No. 2006092223, Official Public Records, Williamson County, Texas and the Deed Without Warranty from the City of Hutto to Ruben Maldonado, Jr. and Chris R. Maldonado in Document No. 2006092224, Official Public Records, Williamson County, Texas. Said 0.211 of an acre of land being more particularly described by metes and bounds in Exhibit A attached hereto and made a part hereof. Said 0.039 of an acre of land being more particularly described by metes and bounds in Exhibit B attached hereto and made a part hereof.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights of record; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any applicable governmental district, agency, authority, etc. taxes for current year, the payment of which Grantee assumes.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

BancorpSouth Bank, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the Note herein described. The Vendor's Lien and Superior Title to the property are retained for the benefit of **BancorpSouth Bank** and are transferred to that party without recourse on Grantor.

EXECUTED this 12 day of August, 2021.

**Copper & Stone Development, LLC, a
Texas limited liability company**

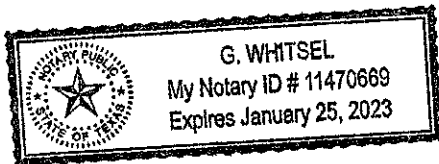
By: _____

Name: Patti Smith

Title: Member

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 12 day of August, 2021, by Patti Smith, Member of **Copper & Stone Development, LLC, a Texas limited liability company**, on behalf of said limited liability company.



Notary Public, State of _____
Notary's Name (printed): _____
Notary's commission expires: _____

AFTER RECORDING RETURN TO:

INDEPENDENCE TITLE COMPANY
101 E. Old Settler's Blvd., Suite 110
Round Rock, TX 78664

EXHIBIT "A"

BEING A 0.211 ACRE TRACT OR PARCEL OF LAND COMPRISED OF THE WEST 1/4 OF WASHINGTON STREET FROM THE SOUTH LINE OF FRONT STREET TO THE NORTH LINE OF AUSTIN AVENUE AS SHOWN ON THE OLD ADDITION TO THE CITY OF HUTTO, AN ADDITION IN WILLIAMSON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED VOLUME 22, PAGE 356 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND IN CABINET A, SLIDE 221 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS SAID 0.211 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING for reference at a P.K. nail set in concrete driveway at the Northwest corner of Lot 3, Block 2 of said Old Town Addition to the City of Hutto same being located 0.33 feet North of the Northeast corner of Legends of Lone Star Commercial One, a subdivision recorded in Cabinet U, Slide 289 of the Plat Records of Williamson County, Texas.

THENCE N 77°22'34"E along the South line of said Front Street, (80' right-of-way), same being the North line of Lots 3, 2 and 1 of said Old Town Addition for a distance of 84.14 feet to a 1/4" iron rod set at the Northeast corner of said Lot 1, same being the intersection of the South line of Washington Street and the POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT.

THENCE S 12°39'18"E along the West line of said Washington Street and the East line of said Block 2 of said Old Town Addition for a distance of 229.64 feet to a 1/4" iron rod set on the North right-of-way line of Austin Avenue (R.O.W. Unknown), same being the Southeast corner of Lot 20, Block 2 of the Old Town Addition to the City of Hutto and from which a 5/8" iron rod found at the Southwest corner of Lot 18, Block 2, same being an angle point on the East line of tract 5 of said Legends of Lone Star Commercial One Subdivision bears S 77°22'34" W, 84.14 feet.

THENCE N 77°22'34"E along the North line of Austin Avenue for a distance of 40.00 feet to a 1/4" iron rod set on the centerline intersection of Washington Street for the Southeast corner of the herein described tract.

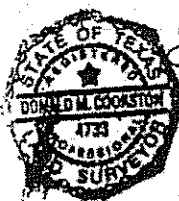
THENCE N 12°39'18"W along the centerline of said Washington Street for a distance of 229.64 feet to a 1/4" iron rod set on the South line of Front Street, from which a 1/4" iron rod found at the Northeast corner of Washington Street bears N 77°22'34"E, 40.00 feet

THENCE S 77°22'34"W along the South line of Front Street, same being along a line located generally 130 feet South of and parallel to the centerline of the I.G.N.R.R. for a distance of 40.00 feet to the POINT OF BEGINNING of the herein described tract and containing 0.211 acre (9185 Square Feet) of land, more or less.

BEARING BASIS FOR THE HEREIN DESCRIBED TRACT IS THE EAST LINE OF TRACT 5, LEGENDS OF LONE STAR COMMERCIAL ONE SUBDIVISION, SAID LINE BEARING N 12°39'18"W, 204.31 FEET BETWEEN MONUMENTS FOUND.

SEE SKETCH TO ACCOMPANY FIELD NOTES ATTACHED HERETO.

07/17/06
Job. No. 06-0165A



Donald M. Cookston
Donald "Matt" Cookston
Registered Professional Land Surveyor No. 4733

EXHIBIT "B"

BEING A 0.039 ACRE TRACT OR PARCEL OF LAND COMPRISED OF THAT CERTAIN 20 FOOT ALLEY LOCATED BETWEEN LOTS 1, 2 AND 3 AND LOTS 18, 19 AND 20, BLOCK 2 AS SHOWN ON THE OLD ADDITION TO THE CITY OF HUTTO, AN ADDITION IN WILLIAMSON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED VOLUME 21, PAGE 356 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND IN CABINET A, SLIDE 221 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS SAID 0.039 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING for reference at a P.k. nail set in concrete driveway at the Northwest corner of Lot 3, Block 2 of said Old Town Addition to the City of Hutto same being located 0.33 feet North of the Northeast corner of Legends of Lone Star Commercial One, a subdivision recorded in Cabinet U, Slide 289 of the Plat Records of Williamson County, Texas.

THENCE S 12°39'18"E along the common line between said Lot 3 and said Legends of Lone Star Commercial One, passing a p.k. nail found at the Northeast corner of tract 5 at 25.33 feet and continuing for a total distance of 100.00 feet to a p.k. nail set in concrete drive at the Southwest corner of said Lot 3 for the POINT OF BEGINNING of the herein described tract;

THENCE S 12°39'18"E continuing along the East line of said tract 5 for 20.00 feet to a p.k. nail set in concrete drive at the Northwest corner of Lot 18 Block 2 of said Old Town Addition for the Southwest corner hereof;

THENCE N 77°22'32"E along the South line of said 20 foot alley and the North line of Lots 18, 19 and 20, Block 2 for a distance of 84.14 feet to a 1/4" iron rod set on the West line of Washington Street, same being the Northeast corner of Lot 20 and the Southeast corner hereof;

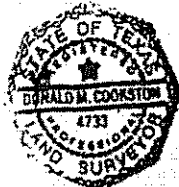
THENCE N 12°39'18"W along the West line of Washington Street for 20.00 feet to a 1/4" iron rod set at the Southeast corner of Lot 1, Block 2 for the Northeast corner hereof;

THENCE S 77°22'32"W along the common line between said 20 foot alley and lots 1, 2 and 3, Block 2 for 84.14 feet to the POINT OF BEGINNING of the herein described tract and containing 0.039 acre (1683 Sq. Ft.) of land, more or less.

BEARING BASIS FOR THE HEREIN DESCRIBED TRACT IS THE EAST LINE OF TRACT 5, LEGENDS OF LONE STAR COMMERCIAL ONE SUBDIVISION, SAID LINE BEARING N 12°39'18"W, 204.31 FEET BETWEEN MONUMENTS FOUND.

SEE SKETCH TO ACCOMPANY FIELD NOTES ATTACHED HERETO.

Job. No. 06-0165B
7/17/06



Donald M. Cookston

Donald "Mett" Cookston
Registered Professional Land Surveyor No. 4733

Return To: BancorpSouth Loan Ops
2778 West Jackson Street
P.O. Box 4360
Tupelo, MS 38803-4360
Prepared By: Kelly Parr
2778 West Jackson Street
P.O. Box 4360
Tupelo, MS 38803-4360

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON,
YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING
INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN
REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS:
YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

Deed of Trust, Security Agreement and Assignment of Leases and Rents

This DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Deed of Trust") is entered into as of August 12, 2021, among Joaquín Santamaría, a married individual, with an address of 11310 PIPING ROCK DR, HOUSTON, TX 77077-6820 (the "Grantor"), Charlie Waters, with an address of 505 E Palm Valley Rd, Suite 100, Round Rock, TX 78664 (the "Trustee") for the use and benefit of BancorpSouth Bank, a Mississippi State Chartered Bank, with an address of 505 E Palm Valley Rd, Suite 100, Round Rock, TX 78664 (the "Beneficiary").

The real property which is the subject matter of this Deed of Trust has the following address(es): 208 W Austin Ave, HUTTO, TX 78634 (the "Address(es)").

1. Deed of Trust, Obligations and Future Advances.

1.1 Deed of Trust. To secure the full and timely payment, performance and discharge of the Obligations (as hereinafter defined), Grantor has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL AND CONVEY, unto Trustee in trust, the Property (as hereinafter defined), TO HAVE AND TO HOLD unto Trustee, forever and Grantor does hereby bind itself, its successors and assigns to WARRANT and FOREVER DEFEND the title to the Property unto Trustee against every person whomsoever lawfully claiming or entitled to claim the same or any part thereof; provided, however, the conveyances, grants and assignments contained in this Deed of Trust are upon the express condition that, if Grantor shall pay and perform the Obligations in full, including, without limitation, all principal, interest and premium thereon and other charges, if applicable, in accordance with the terms and conditions in the Loan Documents (as hereinafter defined) and this Deed of Trust, shall pay and perform all other Obligations as set forth in this Deed of Trust and shall abide by and comply with each and every covenant and condition set forth herein and in the Loan Documents; the conveyances, grants and assignments contained in this Deed of Trust shall cease, terminate and be void.

1.2 Security Interest and Financing Statement. This Deed of Trust shall be a security agreement between Grantor, as the debtor, and Beneficiary, as the secured party, covering that portion of the Property which constitutes personal property or fixtures governed by the *Uniform Commercial Code in Texas*, as amended, from time to time (the "Uniform Commercial Code"). For the purpose of further securing the payment and performance of the Obligations, Grantor grants to Beneficiary a security interest and lien in all right, title and interest now owned or hereafter acquired by Grantor in that portion of the Property constituting personal property or fixtures governed by the Uniform Commercial Code (the "Collateral"). In addition to Beneficiary's other rights hereunder, Beneficiary shall have all rights of a secured party under the Uniform Commercial Code. This Deed of Trust shall be effective as a financing statement filed as a fixture filing with respect to all items of Collateral that are or are to become fixtures related to the real property described in Exhibit A, and this Deed of Trust shall be effective as such from the date of filing for record in the real estate records in the county in which the land described on Exhibit A is situated. Information concerning the security interest created by this instrument may be obtained from Beneficiary, as secured party, at the address of Beneficiary stated in the Preamble. The mailing address of Grantor, as debtor, is stated in the Preamble. Grantor does have an interest of record in the



land described on Exhibit A, and the names of any additional record owners of the land described on Exhibit A are listed on Exhibit A. Proceeds and products of that portion of the Collateral constituting fixtures are also covered.

1.3 Assignment of Rents, Profits, Etc. All of the Rents (as hereinafter defined) derived from the Property or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto, are hereby assigned to Beneficiary, to be applied by Beneficiary in payment of the Obligations. "Rents" means all of the rents, revenue, income, profits and proceeds derived and to be derived from the Property or arising from the use or enjoyment of any portion thereof or from any Lease (as hereinafter defined), including but not limited to liquidated damages following default under any such Lease, or payments applicable to a termination of a Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from damage to any part of the Property, all rights that Grantor may have against any tenant under any Lease or any subtenants or occupants of any part of the Property, all of Grantor's rights to recover monetary amounts from any tenant in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of Lease defaults, including rejections, under any applicable debtor relief law, together with any sums of money that may now or at any time hereafter be or become due and payable to Grantor by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and all future oil, gas, mineral and mining leases covering the Property or any part thereof, and all proceeds and other amounts paid or owing to Grantor under or pursuant to any and all contracts, and bonds relating to the construction or renovation of the Property. Beneficiary's rights as to the assignment shall be exercised only upon the occurrence of an Event of Default (as hereinafter defined). Prior to an Event of Default, Grantor shall have a license to collect and receive all Rents as trustee for the benefit of Beneficiary, and Grantor shall apply the funds so collected first to the payment of the Obligations in such manner as Beneficiary elects and thereafter to the account of Grantor. Upon the occurrence of an Event of Default, such license in favor of Grantor shall automatically and immediately terminate without any action or notice, or the necessity thereof, by Beneficiary or any other party, and Beneficiary shall be entitled to immediate possession of all Rents regardless of the value of the security for the Obligations and regardless of whether Beneficiary has initiated any action to take possession of any portion of the Property. This assignment shall not effect a pro tanto payment of the Obligations; no credit shall be given by Beneficiary for any Rents until the money constituting the Rents collected is actually received by Beneficiary at its address in the Preamble or at such other place as Beneficiary shall designate in writing, and no such credit shall be given for any Rents collected or released after termination of this license or after foreclosure or other transfer of the Property to Beneficiary or any other third party. Upon payment in full of the Obligations, and the delivery and recording of a release, satisfaction or discharge of this Deed of Trust duly executed by Beneficiary and a reassignment of the Rents to the Grantor, the assignment in this Section shall terminate, become null and void and shall be of no further force and effect.

1.4 Assignment of Leases. Grantor hereby assigns to Beneficiary all of Grantor's rights, but none of its obligations, under all Leases (as hereinafter defined). "Lease" and "Leases" means each and all existing or future leases, subleases (to the extent of Grantor's rights thereunder) or other agreements under the terms of which any person has or acquires any right to occupy or use any part of or interest in the Property, and each and all existing or future guaranties of payment or performance thereunder, and all extensions, renewals, modifications, supplements and replacements of each such lease, sublease, agreement or guaranty upon any part of the Property. Grantor hereby further assigns to Beneficiary all guaranties of tenants' performance under the Leases. Prior to an Event of Default, Grantor shall have the right, without joinder of Beneficiary, to enforce the Leases, unless Beneficiary directs otherwise.

1.5 Property. The term "Property", as used in this Deed of Trust, shall mean that certain parcel of land and the fixtures, structures and improvements and all personal property constituting fixtures, as that term is defined in the *Uniform Commercial Code*, now or hereafter thereon located at the Address(es), as more particularly described in Exhibit A attached hereto, together with: (i) all rights now or hereafter existing, belonging, pertaining or appurtenant thereto; (ii) the following categories of assets as defined in the *Uniform Commercial Code*: goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), securities and all other investment property, general intangibles (including payment intangibles and software), supporting obligations and any and all proceeds of any thereof, whether now owned or hereafter acquired, that are located on or used in connection with, or that arise in whole or in part out of the Grantor's use of or business conducted on or respecting, the Property and any substitutions, replacements, accessions and proceeds of any of the foregoing; (iii) all judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking, as hereinafter defined; (iv) all of the rights and benefits of the Grantor under any present or future leases and agreements relating to the Property, including, without limitation, rents, issues and profits, or the use or occupancy thereof together with any extensions and renewals thereof, specifically excluding all duties or obligations of the Grantor of any kind arising thereunder (the "Leases"); and (v) all contracts, permits and licenses respecting the use, operation or maintenance of the Property.

1.6 Obligations. The term "Obligation(s)", as used in this Deed of Trust, shall mean, without limitation, all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, now or hereafter owing by

the Grantor to Beneficiary at any time, of each and every kind, nature and description, whether arising under this Deed of Trust or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by the Grantor to Beneficiary; or are due indirectly by the Grantor to Beneficiary as endorser, guarantor or other surety, or as obligor of obligations due third persons which have been endorsed or assigned to Beneficiary, or otherwise), absolute or contingent, due or to become due, now existing or hereafter contracted, including, without limitation, payment of \$242,250.00 of the amounts outstanding pursuant to the terms of the Loan Documents as set forth herein. Said term shall also include all interest and other charges chargeable to the Grantor or due from the Grantor to Beneficiary from time to time and all advances, costs and expenses referred to in this Deed of Trust, including without limitation the costs and expenses (including reasonable attorney's fees) of enforcement of Beneficiary's rights hereunder or pursuant to any document or instrument executed in connection herewith.

1.7 Cross-Collateral and Future Advances. It is the express intention of the Grantor that this Deed of Trust secure payment and performance of all of the Obligations, whether now existing or hereinafter incurred by reason of future advances by Beneficiary or otherwise, and regardless of whether such Obligations are or were contemplated by the parties at the time of the granting of this Deed of Trust. Notice of the continuing grant of this Deed of Trust shall not be required to be stated on the face of any document evidencing any of the Obligations, nor shall such documents be required to otherwise specify that they are secured hereby.

1.8 Loan Documents. The term "Loan Documents" as used in this Deed of Trust means this Deed of Trust and all notes, guaranties and all other agreements, documents, certificates and instruments delivered in connection with the payment, performance and discharge of the Obligations, as well as any substitutions, modifications, extensions and amendments to any of them.

2. Representations, Warranties, Covenants

2.1 Representations and Warranties. The Grantor represents and warrants that:

- (A) This Deed of Trust has been duly executed and delivered by the Grantor and is the legal, valid and binding obligation of the Grantor enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally;
- (B) The Grantor is the sole legal owner of the Property, holding good and indefeasible title to the Property, subject to no liens, encumbrances, leases, security interests or rights of others, other than as set forth in detail in Exhibit B hereto (the "Permitted Encumbrances");
- (C) The Grantor is the sole legal owner of the entire lessor's interest in Leases, if any, with full power and authority to encumber the Property in the manner set forth herein, and the Grantor has not executed any other assignment of Leases or any of the rights or rents arising thereunder;
- (D) As of the date hereof, there are no Hazardous Substances (as hereinafter defined) in, on or under the Property, except as disclosed in writing to and acknowledged by Beneficiary; and
- (E) Each Obligation is a commercial obligation and does not represent a loan used for personal, family or household purposes and is not a consumer transaction.

2.2 Recording; Further Assurances. The Grantor covenants that it shall, at its sole cost and expense and upon the request of Beneficiary, cause this Deed of Trust, and each amendment, modification or supplement hereto, to be recorded and filed in such manner and in such places, and shall at all times comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the interest of Beneficiary in the Property and the rights of Beneficiary under this Deed of Trust. Grantor will from time to time execute and deliver to Beneficiary such documents, and take or cause to be taken, all such other or further action, as Beneficiary may request in order to effect and confirm or vest more securely in Beneficiary all rights contemplated by this Deed of Trust (including, without limitation, to correct clerical errors) or to vest more fully in, or assure to Beneficiary the security interest in, the Property or to comply with applicable statute or law. To the extent permitted by applicable law, Grantor authorizes Beneficiary to file financing statements, continuation statements or amendments, and any such financing statements, continuation statements or amendments may be filed at any time in any jurisdiction. Beneficiary may at any time and from time to time file financing statements, continuation statements and amendments thereto that describe the Property as defined in this Deed of Trust and which contain any other information required by Article 9 of the *Uniform Commercial Code* for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Grantor is an organization, the type of organization and any organization identification number issued to Grantor; Grantor also authorizes Beneficiary to file financing statements describing any agricultural liens or other statutory liens held by Beneficiary. Grantor agrees to furnish any such information to Beneficiary promptly upon request. In addition, Grantor shall at any time and from time to time, take such steps as Beneficiary may reasonably request for Beneficiary (i) to obtain an acknowledgment, in form and substance satisfactory to Beneficiary, of any bailee having possession of any of the Property that the bailee holds such Property for Beneficiary, and (ii) otherwise to insure the continued perfection and priority of Beneficiary's security interest in any of the Property and the preservation of its rights therein. Grantor hereby constitutes Beneficiary its attorney-in-fact to execute

and file all filings required or so requested for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; and such power, being coupled with an interest, shall be irrevocable until this Deed of Trust terminates in accordance with its terms, all Obligations are paid in full and the Property is released.

2.3 Restrictions on the Grantor. The Grantor covenants that it will not, nor will it permit any other person to, directly or indirectly, without the prior written approval of Beneficiary in each instance:

- (A) Sell, convey, assign, transfer, mortgage, pledge, hypothecate, lease or dispose of all or any part of any legal or beneficial interest in the Grantor or the Property or any part thereof or permit any of the foregoing, except as expressly permitted by the terms of this Deed of Trust;
- (B) Permit the use, generation, treatment, storage, release or disposition of any oil or other material or substance constituting hazardous waste or hazardous materials or substances under any applicable Federal or state law, regulation or rule ("Hazardous Substances"); or
- (C) Permit to be created or suffer to exist any mortgage, lien, security interest, attachment or other encumbrance or charge on the Property or any part thereof or interest therein (except for the Permitted Encumbrances), including, without limitation, (i) any lien arising under any Federal, state or local statute, rule, regulation or law pertaining to the release or cleanup of Hazardous Substances and (ii) any mechanics' or materialmen's lien. The Grantor further agrees to give Beneficiary prompt written notice of the imposition, or notice, of any lien referred to in this Section and to take any action necessary to secure the prompt discharge or release of the same. The Grantor agrees to defend its title to the Property and Beneficiary's interest therein against the claims of all persons and, unless Beneficiary requests otherwise, to appear in and diligently contest, at the Grantor's sole cost and expense, any action or proceeding that purports to affect the Grantor's title to the Property or the priority or validity of this Deed of Trust or Beneficiary's interest hereunder.

2.4 Operation of Property. The Grantor covenants and agrees as follows:

- (A) The Grantor will not permit the Property to be used for any unlawful or improper purpose, will at all times comply with all Federal, state and local laws, ordinances and regulations, and the provisions of any Lease, easement or other agreement affecting all or any part of the Property, and will obtain and maintain all governmental or other approvals relating to the Grantor, the Property or the use thereof, including without limitation, any applicable zoning or building codes or regulations and any laws or regulations relating to the handling, storage, release or cleanup of Hazardous Substances, and will give prompt written notice to Beneficiary of (i) any violation of any such law, ordinance or regulation by the Grantor or relating to the Property, (ii) receipt of notice from any Federal, state or local authority alleging any such violation and (iii) the presence or release on the Property of any Hazardous Substances;
- (B) The Grantor will at all times keep the Property insured for such losses or damage, in such amounts and by such companies as may be required by law and which Beneficiary may require, provided that, in any case, the Grantor shall maintain: (i) physical hazard insurance on an "all risks" basis in an amount not less than 100% of the full replacement cost of the Property; (ii) flood insurance if and as required by applicable Federal law and as otherwise required by Beneficiary; (iii) comprehensive commercial general liability insurance; (iv) rent loss and business interruption insurance; and (v) such other insurance as Beneficiary may require from time to time, including builder's risk insurance in the case of construction loans. All policies regarding such insurance shall be issued by companies licensed to do business in the state where the policy is issued and also in the state where the Property is located, be otherwise acceptable to Beneficiary, provide deductible amounts acceptable to Beneficiary, name Beneficiary as mortgagee, loss payee and additional insured, and provide that no cancellation or material modification of such policies shall occur without at least zero (0) days prior written notice to Beneficiary. Such policies shall include (i) a mortgage endorsement determined by Beneficiary to be equivalent to the "standard" mortgage endorsement so that the insurance, as to the interest of Beneficiary, shall not be invalidated by any act or neglect of the Grantor or the owner of the Property, any foreclosure or other proceedings or notice of sale relating to the Property, any change in the title to or ownership of the Property, or the occupation or use of the Property for purposes more hazardous than are permitted at the date of inception of such insurance policies; (ii) a replacement cost endorsement; (iii) an agreed amount endorsement; (iv) a contingent liability from operation endorsement; and (v) such other endorsements as Beneficiary may request. The Grantor will furnish to Beneficiary upon request such original policies, certificates of insurance or other evidence of the foregoing as are acceptable to Beneficiary. The terms of all insurance policies shall be such that no coinsurance provisions apply, or if a policy does contain a coinsurance provision, the Grantor shall insure the Property in an amount sufficient to prevent the application of the coinsurance provisions;
- (C) Grantor will not enter into or modify the Leases in any material respect without the prior written consent of Beneficiary, execute any assignment of the Leases except in favor of Beneficiary, or accept any rentals under any Lease for more than one month in advance and will at all times perform and fulfill every term and condition of the Leases;

- (D) Grantor will at all times (i) maintain complete and accurate records and books regarding the Property in accordance with generally accepted accounting principles and (ii) permit Beneficiary and Beneficiary's agents, employees and representatives, at such reasonable times as Beneficiary may request, to enter and inspect the Property and such books and records;
- (E) Grantor will at all times keep the Property in good and first-rate repair and condition (damage from casualty not excepted) and will not commit or permit any strip, waste, impairment, deterioration or alteration of the Property or any part thereof; and
- (F) Grantor shall not use or occupy the Property or allow any other party to use or occupy the Property in any manner that would constitute a violation of any state and/or Federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. If Grantor becomes aware of such a violation, Grantor shall take all actions allowed by law to terminate the violating activity. Violation of this paragraph is a material breach of this Deed of Trust and constitutes an Event of Default.

2.5 Payments. The Grantor covenants to pay when due: all Federal, state, municipal, real property and other taxes, betterment and improvement assessments and other governmental levies, water rates, sewer charges, insurance premiums and other charges on the Property, this Deed of Trust or any Obligation secured hereby that could, if unpaid, result in a lien on the Property or on any interest therein. If and when requested by Beneficiary, the Grantor shall deposit from time to time with Beneficiary sums determined by Beneficiary to be sufficient to pay when due the amounts referred to in this Section. The Grantor shall have the right to contest any notice, lien, encumbrance, claim, tax, charge, betterment assessment or premium filed or asserted against or relating to the Property; provided that it contests the same diligently and by proper proceedings and, at Beneficiary's request, provides Beneficiary with adequate cash security, in Beneficiary's reasonable judgment, against the enforcement thereof. The Grantor shall furnish to Beneficiary the receipted real estate tax bills or other evidence of payment of real estate taxes for the Property within thirty (30) days prior to the date from which interest or penalty would accrue for nonpayment thereof. The Grantor shall also furnish to Beneficiary evidence of all other payments referred to above within fifteen (15) days after written request therefor by Beneficiary. If Grantor shall fail to pay such sums, Beneficiary may, but shall not be obligated to, advance such sums. Any sums so advanced by Beneficiary shall be added to the Obligations, shall bear interest at the highest rate specified in any note evidencing the Obligations, and shall be secured by the lien of this Deed of Trust.

2.6 Notices; Notice of Default. The Grantor will deliver to Beneficiary, promptly upon receipt of the same, copies of all notices or other documents it receives that affect the Property or its use, or claim that the Grantor is in default in the performance or observance of any of the terms hereof or that the Grantor or any tenant is in default of any terms of the Leases. The Grantor further agrees to deliver to Beneficiary written notice promptly upon the occurrence of any Event of Default hereunder or event that with the giving of notice or lapse of time, or both, would constitute an Event of Default hereunder.

2.7 Takings. In case of any condemnation or expropriation for public use of, or any damage by reason of the action of any public or governmental entity or authority to, all or any part of the Property (a "Taking"), or the commencement of any proceedings or negotiations that might result in a Taking, the Grantor shall immediately give written notice to Beneficiary, describing the nature and extent thereof. Beneficiary may, at its option, appear in any proceeding for a Taking or any negotiations relating to a Taking and the Grantor shall immediately give to Beneficiary copies of all notices, pleadings, determinations and other papers relating thereto. The Grantor shall with due diligence and by proper proceedings file and prosecute its claims for any award or payment on account of any Taking. The Grantor shall not settle any such claim without Beneficiary's prior written consent. The Grantor shall hold any amounts received with respect to such awards or claims, by settlement, judicial decree or otherwise, in trust for Beneficiary and immediately pay the same to Beneficiary. The Grantor authorizes any award or settlement due in connection with a Taking to be paid directly to Beneficiary in amounts not exceeding the Obligations. Beneficiary may apply such amounts to the Obligations in such order as Beneficiary may determine.

2.8 Insurance Proceeds. The proceeds of any insurance resulting from any loss with respect to the Property shall be paid to Beneficiary and, at the option of Beneficiary, be applied to the Obligations in such order as Beneficiary may determine; provided, however, that if Beneficiary shall require repair of the Property, Beneficiary may release all or any portion of such proceeds to the Grantor for such purpose. Any insurance proceeds paid to the Grantor shall be held in trust for Beneficiary and promptly paid to it.

3. Certain Rights of Beneficiary

3.1 Legal Proceedings. Beneficiary shall have the right, but not the duty, to intervene or otherwise participate in any legal or equitable proceeding that, in Beneficiary's reasonable judgment, might affect the Property or any of the rights created or secured by this Deed of Trust. Beneficiary shall have such right whether or not there shall have occurred an Event of Default hereunder.

3.2 Appraisals/Assessments. Beneficiary shall have the right, at the Grantor's sole cost and expense, to obtain appraisals, environmental site assessments or other inspections of the portions of the Property that are real estate at such times as Beneficiary deems necessary or as may be required by applicable law, or its prevailing credit or underwriting policies.

3.3 Financial Statements. Beneficiary shall have the right, at the Grantor's sole cost and expense, to require delivery of financial statements in form and substance acceptable to Beneficiary from the Grantor or any guarantor of any of the Obligations and the Grantor hereby agrees to deliver such financial statements and/or cause any such guarantor to so deliver any such financial statement when required by Beneficiary.

3.4 Concerning the Trustee. Trustee shall not be required to take any action toward the execution and enforcement of the trust created hereby or to institute, appear in or defend any action, suit, or other proceeding in connection therewith where, in Trustee's opinion, such action would be likely to involve Trustee in expense or liability, unless requested to do so by a written instrument signed by Beneficiary, and, if Trustee so requests, so long as Trustee is tendered security and indemnity satisfactory to Trustee against any and all cost, expense and liability arising therefrom. Trustee shall not be responsible for the execution, acknowledgment or validity of the Loan Documents or the proper execution thereof, or for the sufficiency of the lien and security interest purported to be created hereby, and Trustee makes no representation in respect thereof or in respect of the rights and remedies and recourses of Beneficiary. In addition, the following terms shall apply:

- (A) Trustee shall not be personally liable in case of entry by Trustee, or anyone entering by virtue of the powers herein granted to Trustee, upon the Property for debts contracted for or liability or damages incurred in the management or operation of the Property. Trustee shall have the right to rely on any instrument, document, or signature authorizing or supporting any action taken or proposed to be taken by Trustee hereunder, believed by Trustee to be genuine. Trustee shall be entitled to reimbursement for expenses incurred by Trustee in the performance of Trustee's duties hereunder and to reasonable compensation for such Trustee's services hereunder as shall be rendered. Grantor will, from time to time, pay the compensation due to Trustee hereunder and reimburse Trustee for, and save Trustee harmless against, any and all liability and expenses which may be incurred by Trustee in the performance of Trustee's duties.
- (B) Trustee may resign by giving notice of such resignation in writing or verbally to Beneficiary. If Trustee shall die, resign, or become disqualified from acting in the execution of the trust, or if, for any reason, Beneficiary shall prefer to appoint a substitute Trustee or multiple substitute Trustees, or successive Trustees or successive multiple Trustees to act instead of the aforementioned Trustee, Beneficiary shall have the full power to appoint a substitute Trustee (or, if preferred, multiple substitute Trustees) in succession who shall succeed (and if multiple substitute Trustees are appointed, each such multiple substitute Trustee shall succeed) to all of the estates, rights, powers, and duties of the aforementioned Trustee. Such appointment may be executed by an authorized agent or Beneficiary, and if such Beneficiary be a corporation such appointment be executed on its behalf by any officer of such corporation, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the Board of Directors or any superior officer of the corporation. Grantor hereby ratifies and confirms any and all acts which the aforementioned Trustee, or Trustee's successor or successors in this trust, shall do lawfully by virtue hereof. If multiple substitute Trustees are appointed, each of such multiple Trustees shall be empowered and authorized to act alone without the necessary joinder of the other multiple Trustees, whenever any action or undertaking of such substitute Trustees is requested or required under or pursuant to this Deed of Trust or applicable law.
- (C) Any substitute Trustee appointed pursuant to any of the provisions hereof shall without further act, deed, or conveyance, become vested with all of the estates, properties, rights, powers, and trusts of its or his predecessor in the rights hereunder with like effect as if originally named as Trustee herein.
- (D) Grantor and Beneficiary hereby indemnify Trustee against all costs, expenses and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this Deed of Trust, which includes all court and other costs, including attorneys' fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.
- (E) All monies received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by it hereunder (except to the extent required by law). Grantor will reimburse Trustee for, and indemnify, save harmless and defend Trustee against, any and all liability and expenses (including without limitation, reasonable attorneys' fees and expenses) which Trustee may incur in the performance of its duties under the Loan Documents.

3.5 Leases and Rent Roll. The Grantor shall deliver to Beneficiary (i) during each calendar year and at such other times as Beneficiary shall request a rent roll for the Property, in form acceptable to Beneficiary, listing all tenants and occupants and describing all of the Leases; and (ii) at such times as Beneficiary shall request executed copies of all the Leases.

3.6 Consent to Disposition. It is expressly agreed that Beneficiary may predicate Beneficiary's decision to grant or withhold consent to a transfer described in Section 2.3(A) hereof on such terms and conditions as Beneficiary may require in Beneficiary's sole discretion, including without limitation (i) consideration of the creditworthiness of the party to whom such disposition will be made and its management ability with respect to the Property, (ii) consideration of whether the security for repayment of the Obligations and the performance and discharge of the Obligations or of Beneficiary's ability to enforce its rights, remedies and recourses with respect

to such security, will be impaired in any way by the proposed disposition, (iii) an increase in the rate of interest payable under any promissory note evidencing the Obligations or any other change in the provisions of the Loan Documents, (iv) reimbursement of Beneficiary for all costs and expenses incurred by Beneficiary in investigating the creditworthiness and management or consulting ability of the party to whom such disposition will be made, and in determining whether Beneficiary's security will be impaired by the proposed disposition, (v) payment to Beneficiary of a transfer fee to cover the cost of documenting the disposition in its records, (vi) payment of Beneficiary's reasonable attorneys' fees in connection with such disposition, (vii) the express assumption of payment of the Obligations and performance and discharge of the Obligations by the party to whom such disposition will be made (with or without the release of Grantor from liability for such Obligations), (viii) such endorsements (to the extent available under applicable law) to any existing mortgagee title insurance policies insuring Beneficiary's liens and security interests covering the Property and (ix) requiring additional security for the payment, performance and discharge of the Obligations.

4. Defaults and Remedies

4.1 Events of Default. "Event of Default" shall mean the occurrence of any one or more of the following events:

- (A) default of any liability, obligation, covenant or undertaking of the Grantor or any guarantor of the Obligations to Beneficiary, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Grantor or any guarantor of the Obligations under any other Loan Document or any other agreement with Beneficiary;
- (B) failure by the Grantor or any guarantor of the Obligations to perform, observe or comply with any of the covenants, agreements, terms or conditions set forth in this Deed of Trust or the Loan Documents;
- (C) the (i) occurrence of any material loss, theft, damage or destruction of, or (ii) issuance or making of any levy, seizure, attachment, execution or similar process on a material portion of the Property;
- (D) failure of the Grantor or any guarantor of the Obligations to maintain aggregate collateral security value satisfactory to Beneficiary;
- (E) default of any material liability, obligation or undertaking of the Grantor or any guarantor of the Obligations to any other party;
- (F) any statement, representation or warranty heretofore, now or hereafter made by the Grantor or any guarantor of the Obligations in connection with this Deed of Trust or in any supporting financial statement of the Grantor or any guarantor of the Obligations shall be determined by Beneficiary to have been false or misleading in any material respect when made;
- (G) if the Grantor or any guarantor of the Obligations is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the division, merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property;
- (H) the death of the Grantor or any guarantor of the Obligations and, if the Grantor or any guarantor of the Obligations is a partnership or limited liability company, the death of any partner or member;
- (I) the institution by or against the Grantor or any guarantor of the Obligations of any proceedings under the Bankruptcy Code 11 USC §101 *et seq.* or any other law in which the Grantor or any guarantor of the Obligations is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Grantor or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Grantor or any guarantor of the Obligations of a trust mortgage for the benefit of creditors;
- (J) the service upon Beneficiary of a writ in which Beneficiary is named as trustee of the Grantor or any guarantor of the Obligations;
- (K) a judgment or judgments for the payment of money shall be rendered against the Grantor or any guarantor of the Obligations, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution;
- (L) any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Grantor or any guarantor of the Obligations;
- (M) the termination or revocation of any guaranty of the Obligations; or
- (N) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Grantor or any guarantor of the Obligations, or the occurrence of any other event or circumstance, such that Beneficiary, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Grantor or any guarantor of the Obligations to Beneficiary has been or may be impaired.

4.2 Remedies. On the occurrence of any Event of Default Beneficiary may, at any time thereafter, at its option and to the extent permitted by applicable law, without notice, exercise any or all of the following remedies:

- (A) Declare the Obligations due and payable, and the Obligations shall thereupon become immediately due and payable, without presentment, notice of intent to accelerate, notice of acceleration, protest, demand or notice of any kind, all of which are hereby expressly waived by the Grantor except for Obligations due and payable on demand, which shall be due and payable on demand whether or not an Event of Default has occurred hereunder;

- (B) Direct the Trustee to, or enter, take possession of, manage and operate the Property (including all personal property and all records and documents pertaining thereto) and any part thereof and exclude the Grantor therefrom, take all actions it deems necessary or proper to preserve the Property and operate the Property as a mortgagee in possession with all the powers as could be exercised by a receiver or as otherwise provided herein or by applicable law; provided, however, the entry by Beneficiary upon the Property for any reason shall not cause Trustee or Beneficiary to be a mortgagee in possession, except upon the express written declaration of Beneficiary;
- (C) Terminate the limited license granted to Grantor in Section 1.3 hereof, and thereafter direct the lessees under the Leases to pay direct to Beneficiary the Rents due and to become due under the Leases and atton in respect of all other obligations thereunder directly to Beneficiary, or Trustee on Beneficiary's behalf, without any obligation on the part of Trustee or Beneficiary to determine whether an Event of Default does in fact exist or has in fact occurred. Beneficiary shall (after payment of all costs and expenses incurred) apply any Rents received by it to the Obligations in such order as Beneficiary determines, or in accordance with any applicable statute, and the Grantor agrees that exercise of such rights and disposition of such funds shall not constitute a waiver of any foreclosure once commenced, nor preclude the later commencement of foreclosure for breach thereof. Beneficiary shall be liable to account only for such Rents actually received by Beneficiary. Lessees under the Leases are hereby authorized and directed, following notice from Beneficiary, to pay all amounts due the Grantor under the Leases to Beneficiary, whereupon such lessees shall be relieved of any and all duty and obligation to the Grantor with respect to such payments so made;
- (D) Request Trustee to proceed with foreclosure under the power of sale which is hereby conferred, such foreclosure to be accomplished in accordance with the following provisions:
- (1) Trustee is hereby authorized and empowered, and it shall be Trustee's special duty, upon request by Beneficiary, to sell the Property, or any part thereof at public auction to the highest bidder for cash, with or without having taken possession of same. Any such sale (including notice thereof) shall comply with the applicable requirements, at the time of sale, of Section 51.002 of the *Texas Property Code* or any successor statutes, governing sales of Texas real property under powers of sale conferred by deeds of trust.
 - (2) At any time during the bidding, Trustee may require a bidding party (A) to disclose its full name, state and city of residence, occupation, and specific business office location, and the name and address of the principal the bidding party is representing (if applicable), and (B) to demonstrate reasonable evidence of the bidding parties' financial ability (or, if applicable, the financial ability of the principal of such bidding party), as a condition to the bidding party submitting bids at the foreclosure sale. If any such bidding party (the "Questioned Bidder") declines to comply with the Trustee's requirement in this regard, or if such Questioned Bidder does respond but Trustee in Trustee's sole and absolute discretion deems the information or the evidence of the financial ability of the Questioned Bidder (or, if applicable, the principal of such Questioned Bidder) to be inadequate, then Trustee may continue the bidding with reservation; and in such event (1) the Trustee shall be authorized to caution the Questioned Bidder concerning the legal obligations to be incurred in submitting bids, and (2) if the Questioned Bidder is not the highest bidder at the sale, or if after being the highest bidder the Questioned Bidder fails to deliver the cash purchase price properly to Trustee, all bids by the Questioned Bidder shall be null and void. Trustee may, in Trustee's sole and absolute discretion, determine that a credit bid may be in the best interest of Grantor and Beneficiary, and elect to sell the Property for credit or for a combination of cash and credit; provided however, that Trustee shall have no obligation to accept any bid except an all cash bid. In the event Trustee requires a cash bid and cash is not delivered within a reasonable time after concluding the bidding process, as specified by Trustee, but in no event later than 3:45 p.m. local time on the day of sale, then said contingent sale shall be null and void, the bidding process may be recommenced, and any subsequent bids or sale shall be made if no prior bids were made or accepted.
 - (3) Sale of part of the Property shall not exhaust the power of sale, but sales may be made from time to time until the Obligations are paid and performed and discharged in full. It is intended by each of the foregoing provisions of this subsection that Trustee may, after any request or direction by Beneficiary, sell not only the land and the improvements, but also the fixtures and personalty and other interests constituting a part of the Property or any part thereof, along with the land and the improvements or any part thereof, as a unit and as a single sale or may sell at any time or from time to time any part or parts of the Property separately from the remainder of the Property. It shall not be necessary to have present or to exhibit at any sale any of the Property.
 - (4) After any sale under this subsection, Trustee shall make good and sufficient deeds, assignments and other conveyances to the purchaser or purchasers thereunder in the name of Grantor, conveying the Property or any part thereof sold to the purchaser or purchasers with general warranty of title by Grantor. It is agreed that any deeds, assignments or other conveyances given by Trustee, any and all statements of fact or other recitals therein made as to the identity of Beneficiary, the occurrence or existence of any Events of Default, the notice of intention to

accelerate, or acceleration of, the maturity of the Obligations, the request to sell, notice of sale, time, place, terms and manner of sale, and receipt, distribution and application of money realized therefrom, the due and proper appointment of a substitute Trustee, and without being limited by any of the foregoing, any other act or thing having been done by or on behalf of Beneficiary or by or on behalf of Trustee, shall be taken by all courts of law and equity as prima facie evidence that such statements or recitals state true, correct and complete facts and are without further question to be so accepted, and Grantor does hereby ratify and confirm any and all acts that Trustee may lawfully do in the premises by virtue hereof.

- (E) Cause one or more environmental assessments to be taken, arrange for the cleanup of any Hazardous Substances or otherwise cure the Grantor's failure to comply with any statute, regulation or ordinance relating to the presence or cleanup of Hazardous Substances, and the Grantor shall provide Beneficiary or its agents with access to the Property for such purposes; provided that the exercise of any of such remedies shall not be deemed to have relieved the Grantor from any responsibility therefor or given Beneficiary "control" over the Property or cause Beneficiary to be considered to be a mortgagee in possession, "owner" or "operator" of the Property for purposes of any applicable law, rule or regulation pertaining to Hazardous Substances; and
- (F) Without limitation of Beneficiary's rights of enforcement with respect to the Collateral or any part thereof in accordance with the procedures for foreclosure of real estate, exercise its rights of enforcement with respect to the Collateral or any part thereof under the *Uniform Commercial Code* (or under the *Uniform Commercial Code* in force in any other state to the extent the same is applicable law) and in conjunction with, in addition to or in substitution for those rights and remedies: (1) Beneficiary may enter upon Grantor's premises to take possession of, assemble and collect the Collateral or, to the extent and for those items of Collateral permitted under applicable law, to render it unusable; (2) Beneficiary may require Grantor to assemble the Collateral and make it available at a place Beneficiary designates which is mutually convenient to allow Beneficiary to take possession or dispose of the Collateral; (3) written notice mailed to Grantor as provided herein at least five (5) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice; (4) any sale made pursuant to the provisions of this paragraph shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with and upon the same notice as required for the sale of the Property under power of sale as provided in subsection (D) above; (5) in the event of a foreclosure sale, whether made by Trustee under the terms hereof, or under judgment of a court, the Collateral and the other Property may, at the option of Beneficiary, be sold as a whole; (6) it shall not be necessary that Beneficiary take possession of the Collateral or any part thereof prior to the time that any sale pursuant to the provisions of this Section is conducted and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale; (7) with respect to application of proceeds of disposition of the Collateral, the costs and expenses incident to disposition shall include the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and legal expenses incurred by Beneficiary; (8) any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of the Obligations or as to the occurrence of any default, or as to Beneficiary having declared all such Obligations to be due and payable, or as to notice of time, place and terms of sale and of the Collateral or Property to be sold having been duly given, or as to any other act or thing having been duly done by Beneficiary, shall be taken as prima facie evidence of the truth of the facts so stated and recited; and (9) Beneficiary may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Beneficiary, including the sending of notices and the conduct of the sale, but in the name and on behalf of Beneficiary.
- (G) Take such other actions or proceedings as Beneficiary deems necessary or advisable to protect its interest in the Property and ensure payment and performance of the Obligations, including, without limitation, appointment of a receiver (and the Grantor hereby waives any right to object to such appointment) and exercise of any of Beneficiary's remedies provided herein or in any other document evidencing, securing, or relating to any of the Obligations or available to a secured party under the *Uniform Commercial Code* or under other applicable law.

In addition, the Trustee and the Beneficiary shall have all other remedies provided by applicable law, including, without limitation, the right to pursue a judicial sale of the Property or any portion thereof by deed, assignment or otherwise.

The Grantor agrees and acknowledges that the acceptance by the Trustee or the Beneficiary of any payments from either the Grantor or any guarantor after the occurrence of any Event of Default, the exercise by the Trustee or the Beneficiary of any remedy set forth herein or the commencement, discontinuance or abandonment of foreclosure proceedings against the Property shall not waive the Trustee's or the Beneficiary's subsequent or concurrent right to foreclose or operate as a bar or estoppel to the exercise of any other rights or remedies of the Trustee or the Beneficiary. The Grantor agrees and acknowledges that the Trustee or the Beneficiary, by making payments or incurring costs described herein, shall be subrogated to any right of the Grantor to seek reimbursement from

any third parties, including, without limitation, any predecessor in interest to the Grantor's title or other party who may be responsible under any law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances.

4.3 Advances. If the Grantor fails to pay or perform any of its obligations respecting the Property, Beneficiary may in its sole discretion do so without waiving or releasing Grantor from any such obligation. Any such payments may include, but are not limited to, payments for taxes, assessments and other governmental levies, water rates, insurance premiums, maintenance, repairs or improvements constituting part of the Property. Any amounts paid by Beneficiary hereunder shall be, until reimbursed by the Grantor, part of the Obligations and secured by this Deed of Trust, and shall be due and payable to Beneficiary, on demand, together with interest thereon to the extent permitted by applicable law, at the highest rate permitted under any of the notes evidencing the Obligations.

4.4 Cumulative Rights and Remedies. All of the foregoing rights, remedies and options (including without limitation the right to enter and take possession of the Property, the right to manage and operate the same, and the right to collect Rents, in each case whether by a receiver or otherwise) are cumulative and in addition to any rights Beneficiary might otherwise have, whether at law or by agreement, and may be exercised separately or concurrently and none of which shall be exclusive of any other. The Grantor further agrees that Trustee and Beneficiary may exercise any or all of its rights or remedies set forth herein without having to pay the Grantor any sums for use or occupancy of the Property.

4.5 Grantor's Waiver of Certain Rights. To the extent permitted by applicable law, the Grantor hereby waives the benefit of all present and future laws (i) providing for any appraisal before sale of all or any portion of the Property or (ii) in any way extending the time for the enforcement of the collection of the Obligations or creating or extending a period of redemption from any sale made hereunder.

4.6 Community Property. If any Grantor is married and the Grantor's spouse ("Spouse") has no fee interest in the Property, the Spouse joins in this Deed of Trust solely for the purpose of barring, mortgaging, releasing and conveying Spouse's community property rights, if any, in the Property and subjecting to the satisfaction of the Obligations all of Spouse's right, title and interest in and to the Property and all rents, products, income and profits of and from the Property, and Beneficiary agrees to take no action against Spouse pursuant to this Deed of Trust except such action as may be necessary at law or in equity to subject Spouse's interest in the Property to the satisfaction of the Obligations.

4.7 Effect of Sale. Any sale or sales made by virtue of or under this Deed of Trust, whether under any power of sale herein granted or through judicial proceedings, shall, to the fullest extent permitted by law, operate to divest all right, title, estate, interest, claim, and demand whatsoever, either at law or in equity, of Grantor in and to the property so sold, or any part thereof from, through or under Grantor, its successors and assigns. The receipt by Trustee of such purchase money shall be full and sufficient discharge to any purchaser of the Property or any part thereof sold as aforesaid for the purchase money, and no purchaser or his representatives, grantees or assigns after paying such purchase money, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this Deed of Trust, or in any manner whatsoever be answerable for any loss, misapplication or non-application of any such purchase money or be bound to inquire as to the authorization, necessity, expedience or regularity of any such sale.

5. Miscellaneous

5.1 Costs and Expenses. To the extent permitted by applicable law, the Grantor shall pay to Trustee and Beneficiary, on demand, all reasonable expenses (including attorneys' fees and expenses and reasonable consulting, accounting, appraisal, brokerage and similar professional fees and charges) incurred by the Trustee and Beneficiary in connection with Trustee's and the Beneficiary's interpretation, recordation of this Deed of Trust, exercise, preservation or enforcement of any of its rights, remedies and options set forth in this Deed of Trust and in connection with any litigation, proceeding or dispute whether arising hereunder or otherwise relating to the Obligations, together with interest thereon to the extent permitted by applicable law, until paid in full by the Grantor at the highest rate set forth in any of the notes evidencing the Obligations. Any amounts owed by the Grantor hereunder shall be, until paid, part of the Obligations and secured by this Deed of Trust, and Beneficiary shall be entitled, to the extent permitted by law, to receive and retain such amounts in any action for a deficiency against or redemption by the Grantor, or any accounting for the proceeds of a foreclosure sale or of insurance proceeds.

5.2 Limit on Interest. The Beneficiary shall never contract for nor be entitled to charge, collect or receive, nor shall any amounts received be credited so that the Beneficiary shall be paid, as interest, a sum greater than the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under applicable law presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum nonusurious interest rate than applicable laws now allow (the "Highest Lawful Rate"). If Chapter 303 of the *Texas Finance Code* is applicable, the Highest Lawful Rate shall be based on the "Weekly Ceiling", subject to any right the holder of the debt may have, subsequently, under applicable law, to change the method of determining the maximum rate. Any interest in excess of the Highest Lawful Rate shall be credited on the principal of the debt or any other indebtedness of the Grantor to the

Beneficiary or, if that has been paid, refunded. On any demand, acceleration, prepayment, delay in advancing proceeds of the Note, or any other contingency whereby interest paid or payable might exceed the Highest Lawful Rate, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the Obligations or, if the principal of the Obligations has been paid, refunded. It is the intention of the parties to this Deed of Trust, and all other instruments securing payment of this Deed of Trust or executed or delivered in connection herewith, to comply with the applicable law, in determining whether or not the interest exceeds interest at the Highest Lawful Rate, the total amount of interest shall be spread throughout the entire term of the Obligations until it is paid in full, if and to the extent such spreading would cause any interest not to exceed the Highest Lawful Rate. This Section overrides all other provisions in this Deed of Trust and all other Loan Documents.

5.3 Indemnification Regarding Leases. The Grantor hereby agrees to defend, and does hereby indemnify and hold Beneficiary, Trustee, and each of their respective directors, officers, employees, agents and attorneys and any Beneficiary Affiliate and its directors, officers, employees, agents and attorneys (each an "Indemnitee") harmless from all losses, damages, claims, costs or expenses (including attorneys' fees and expenses) resulting from the assignment of the Leases and from all demands that may be asserted against such Indemnitees arising from any undertakings on the part of Beneficiary to perform any obligations under the Leases. It is understood that the assignment of the Leases shall not operate to place responsibility for the control or management of the Property upon Beneficiary or any Indemnitee or make them liable for performance of any of the obligations of the Grantor under Leases, respecting any condition of the Property or any other agreement or arrangement, written or oral, or applicable law.

5.4 Indemnification Regarding Hazardous Substances. The Grantor hereby agrees to defend, and does hereby indemnify and hold harmless each Indemnitee from and against any and all losses, damages, claims, costs or expenses, including, without limitation, litigation costs and attorneys' fees and expenses and fees or expenses of any environmental engineering or cleanup firm incurred by such Indemnitee and arising out of or in connection with the Property or resulting from the application of any current or future law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances on or affecting the Property. The Grantor agrees its obligations hereunder shall be continuous and shall survive termination or discharge of this Deed of Trust and/or the repayment of all debts to Beneficiary including repayment of all Obligations.

5.5 Indemnitee's Expenses. If any Indemnitee is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Deed of Trust or the Property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use thereof by the Grantor or other person or entity, then the Grantor shall indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. The within indemnification shall survive payment of the Obligations, and/or any termination, release or discharge executed by Beneficiary in favor of the Grantor. **THE FOREGOING INDEMNIFICATION SHALL APPLY TO EACH INDEMNITEE WITH RESPECT TO MATTERS WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF, OR ARE CLAIMED TO BE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OR STRICT LIABILITY OF SUCH (AND/OR ANY OTHER) INDEMNITEE. HOWEVER, THE FOREGOING INDEMNIFICATION SHALL NOT APPLY TO AN INDEMNITEE TO THE EXTENT THAT THE SUBJECT OF THE INDEMNIFICATION IS CAUSED BY OR ARISES OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT INDEMNITEE.**

5.6 Waivers. The Grantor waives notice of nonpayment, demand, presentment, notice of intent to accelerate, notice of acceleration, protest or notice of protest of the Obligations and all other notices, consents to any renewals or extensions of time of payment thereof, and generally waives any and all suretyship defenses and defenses in the nature thereof. No delay or omission of Beneficiary in exercising or enforcing any of its rights, powers, privileges, remedies, immunities or discretion (all of which are hereinafter collectively referred to as "Beneficiary's Rights and Remedies") hereunder shall constitute a waiver thereof, and no waiver by Beneficiary of any default of the Grantor hereunder or of any demand shall operate as a waiver of any other default hereunder or of any other demand. No term or provision hereof shall be waived, altered or modified except with the prior written consent of Beneficiary, which consent makes explicit reference to this Deed of Trust. Except as provided in the preceding sentence, no other agreement or transaction, of whatsoever nature, entered into between Beneficiary and the Grantor at any time (whether before, during or after the effective date or term of this Deed of Trust) shall be construed as a waiver, modification or limitation of any of Beneficiary's Rights and Remedies under this Deed of Trust (nor shall anything in this Deed of Trust be construed as a waiver, modification or limitation of any of Beneficiary's Rights and Remedies under any such other agreement or transaction) but all Beneficiary's Rights and Remedies not only under the provisions of this Deed of Trust but also under any such other agreement or transaction shall be cumulative and not alternative or exclusive, and may be exercised by Beneficiary at such time or times and in such order of preference as Beneficiary in its sole discretion may determine.

5.7 Waiver of Deficiency Statute. In the event any interest in any of the Property is foreclosed upon pursuant to a judicial or nonjudicial foreclosure sale, the Grantor agrees as follows: notwithstanding the provisions of Section 51.003, 51.004 and 51.005 of the *Texas Property Code* (as the same may be amended from time to time),

and to the extent permitted by law, the Grantor agrees that Beneficiary shall be entitled to seek a deficiency judgment from the Grantor and any other party obligated on the Obligations equal to the difference between the amount owing on the Obligations and the amount for which the Property was sold pursuant to judicial or nonjudicial foreclosure sale. The Grantor expressly recognizes that this Section constitutes a waiver of the above cited provisions of the Texas Property Code which would otherwise permit the Grantor and other persons against whom recovery of deficiencies is sought (even absent the initiation of deficiency proceedings against them) to present competent evidence of the fair market value of the Property as of the date of the foreclosure sale and offset against any deficiency the amount by which the foreclosure sale is determined to be less than the fair market value. The Grantor further recognizes and agrees that this waiver creates an irrebuttable presumption that the foreclosure sale is equal to the fair market value of the Property for purposes of calculating deficiencies owed by the Grantor and others against whom recovery of a deficiency is sought.

5.8 Joint and Several. If there is more than one Grantor, each of them shall be jointly and severally liable for payment and/or performance of all obligations secured by this Deed of Trust and the term "Grantor" shall include each as well as all of them.

5.9 Severability. If any provision of this Deed of Trust or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Deed of Trust (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

5.10 Complete Agreement. This Deed of Trust and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersede all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.

5.11 Binding Effect of Agreement. This Deed of Trust shall run with the land and be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and shall remain in full force and effect (and Beneficiary shall be entitled to rely thereon) until all Obligations are fully and indefeasibly paid. Beneficiary may transfer and assign this Deed of Trust and deliver any collateral to the assignee, who shall thereupon have all of the rights of Beneficiary; and Beneficiary shall then be relieved and discharged of any responsibility or liability with respect to this Deed of Trust and such collateral. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Deed of Trust or the other Loan Documents. **THIS DEED OF TRUST REPRESENTS THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

5.12 Notices. Any notices under or pursuant to this Deed of Trust shall be deemed duly received and effective if delivered in hand to any officer or agent of Grantor or Beneficiary, or if mailed by registered or certified mail, return receipt requested, addressed to Grantor or Beneficiary at the address set forth in this Deed of Trust or as any party may from time to time designate by written notice to the other party.

5.13 Governing Law. This Deed of Trust shall be governed by federal law applicable to Bank and, to the extent not preempted by federal law, the laws of the State of Texas without giving effect to the conflicts of laws principles thereof.

5.14 Reproductions. This Deed of Trust and all documents which have been or may be hereinafter furnished by the Grantor to Beneficiary may be reproduced by Beneficiary by any photographic, photostatic, microfilm, xerographic or similar process, and any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business).

5.15 Beneficiary Affiliates. The term "Beneficiary Affiliate" as used in this Deed of Trust shall mean any Affiliate of Beneficiary or any lender acting as a participant under any loan arrangement between Beneficiary and the Grantors. The term "Affiliate" shall mean with respect to any person, (a) any person which, directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such person, or (b) any person who is a director or officer (i) of such person, (ii) of any subsidiary of such person, or (iii) any person described in clause (a) above. For purposes of this definition, control of a person shall mean the power, direct or indirect, (x) to vote 5% or more of the Capital Stock having ordinary voting power for the election of directors (or comparable equivalent) of such person, or (y) to direct or cause the direction of the management and policies of such person whether by contract or otherwise. Control may be by ownership, contract, or otherwise.

5.16 Jurisdiction and Venue. The Grantor irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in Texas, over any suit, action or proceeding arising out of or relating to this Deed of Trust. The Grantor irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. The Grantor hereby consents to process being served in any such suit, action or proceeding (i) by the mailing of a copy thereof by registered or

certified mail, postage prepaid, return receipt requested, to the Grantor's address set forth herein or such other address as has been provided in writing to Beneficiary and (ii) in any other manner permitted by law, and agrees that such service shall in every respect be deemed effective service upon the Grantor.

5.17 Waiver of Consequential, Punitive and Speculative Damages. The Grantor and the Beneficiary agree that, in connection with any action, suit or proceeding relating to or arising out of this Deed of Trust or any of the other Loan Documents, each mutually waives to the fullest extent permitted by applicable law any claim for consequential, punitive or speculative damages.

Signatures

Executed as of August 12, 2021.

GRANTOR ACKNOWLEDGES AND AGREES THAT THIS DEED OF TRUST CONTAINS INDEMNIFICATION WHICH, IN CERTAIN CIRCUMSTANCES, COULD INCLUDE AN INDEMNIFICATION BY GRANTOR OF BENEFICIARY FROM CLAIMS OR LOSSES ARISING AS A RESULT OF BENEFICIARY'S OWN NEGLIGENCE.

Grantor

✓ Joaquin Santamaria 8-12-21
Date

Acknowledgment

State of Texas

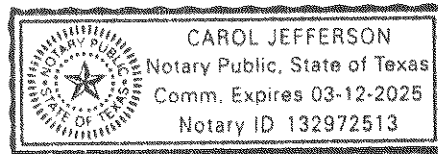
County of Harris

This instrument was acknowledged before me on August 12, 2021 by Joaquin Santamaria.

Carol Jefferson
Notary Public

Carol Jefferson
(Print Name)

My commission expires: 03-12-2025



TO BE COMPLETED BY THE NOTARY PUBLIC - MARK THE APPROPRIATE BOX APPLICABLE TO YOUR NOTARIAL ACKNOWLEDGMENT:

☒ This notarial act was a traditional, in person notarization; or

☐ This notarial act was an online notarization whereby the person(s) appeared before me by interactive two-way audio and video conference technology that met the online notarization requirements under Subchapter C, Chapter 406, Government Code, and rules adopted under that subchapter.

EXHIBIT "A"
Property Description

Lots 1, 2, 3, 18, 19 and 20, Block 2, THE OFFICIAL REVISED MAP OF THE CITY OF HUTTO, TEXAS, according to the map or plat thereof, recorded in Cabinet A, Slide 221, Plat Records, Williamson County, Texas, together with that 0.211 of an acre of land, more or less, comprised of the west one-half of Washington Street from the south line of Front Street to the north line of Austin Avenue as shown on the Old Addition to the City of Hutto and 0.039 of an acre of land, more or less, comprised of that certain 20 foot alley located between Lots 1, 2 and 3, block 2 and Lots 18, 19 and 20, Block 2 as shown on the Old Addition to the City of Hutto and described in Resolution No. 2006-005-00 recorded in Document No. 2006092223, Official Public Records, Williamson County, Texas and the Deed Without Warranty from the City of Hutto to Ruben Maldonado, Jr. and Chris R. Maldonado in Document No. 2006092224, Official Public Records, Williamson County, Texas. Said 0.211 of an acre of land being more particularly described by metes and bounds in Exhibit A attached hereto and made a part hereof. Said 0.039 of an acre of land being more particularly described by metes and bounds in Exhibit B attached hereto and made a part hereof.

EXHIBIT "A"
Property Description

See Exhibit A.

EXHIBIT "B"
Permitted Encumbrances

None

Time Note

Loan No. 919001079103

\$242,250.00

August 12, 2021
Round Rock, Texas

1. Promise to Pay

For value received, the undersigned, **Joaquin Santamaria, an individual**, with an address of **11310 PIPING ROCK DR, HOUSTON, TX 77077-6820** (the "**Borrower**"), promises to pay to the order of BancorpSouth Bank, a Mississippi State Chartered Bank, with an address of 505 E. Palm Valley Rd, Suite 100, Round Rock, TX 78664 (together with its successors and assigns, the "**Bank**"), the principal amount of **Two hundred forty two thousand two hundred fifty and 00/100 dollars (\$242,250.00)** on or before **August 11, 2022** (the "**Maturity Date**"), as set forth below, together with interest from the date hereof on the unpaid principal balance from time to time outstanding until paid in full at the lesser of the Maximum Rate (as hereafter defined) or at the rate or rates hereafter provided. The aggregate principal balance outstanding shall bear interest thereon at a per annum rate equal to **1.5%** (the "**Margin**") above the Wall Street Journal Prime Rate (as hereinafter defined). The current Wall Street Journal Prime Rate is **3.25%** and the initial applicable interest rate is equal to **4.75%** until changed in accordance with the terms of this Note. All accrued and unpaid interest shall be payable monthly in arrears on the 11th day of each month.

2. Rate Floor

Notwithstanding anything to the contrary in this Note except interest rates upon default, the interest rate on this Note is limited by a floor as follows: the minimum interest rate (i.e. floor) is **4.75%** per annum. In addition, subject to interest rates upon default, on each Change Date the interest rate on this Note shall be changed (increased or reduced) by no more than **0%** per annum.

3. Index Definition

"**Wall Street Journal Prime Rate**" means the rate published from time to time by the Wall Street Journal as the Prime Rate on corporate loans posted by at least 70% of the 10 largest U.S. banks, or, in the event the Wall Street Journal ceases publication of the Prime Rate, the base, reference or other rate then designated by Bank, in its sole discretion, for general commercial loan reference purposes, it being understood that such rate is a reference rate, not necessarily the lowest, established from time to time, which serves as the basis upon which effective interest rates are calculated for loans making reference thereto.

If any index referred to herein is no longer published, is published less frequently, is altered in some other manner, or otherwise becomes unavailable, Bank may designate a replacement index. Bank shall notify the Borrower of the replacement index within a reasonable time.

4. Additional Rate Determination Details

The effective interest rate applicable to the Borrower's loans evidenced hereby shall change on the date of each change in the Wall Street Journal Prime Rate.

The effective interest rate applicable to the Borrower's loans evidenced hereby shall change every 1 days.

The effective interest rate applicable to the Borrower's loans evidenced hereby shall be rounded to the nearest zero and 1 thousandths percent (0.001%).

5. Collateral

This Note is secured by Primary TD Imp Com - Vacant Land located at 208 W Austin Ave, HUTTO, WILLIAMSON, TX, with 00.41 acres.



6. Payment Delivery; Interest Accrual Basis

Principal and interest shall be payable at Bank's main office or at such other place as Bank may designate in writing in immediately available funds in lawful money of the United States of America without set-off, deduction or counterclaim. Interest shall be calculated on the basis of actual number of days elapsed and a 360-day year, except if such a basis would result in a rate of interest in excess of the Maximum Rate, then based on a 365, or if appropriate, a 366 day year. The calculation basis will result in a higher interest rate than the numeric interest rate stated in this Note.

7. Default

At the option of Bank, this Note shall become immediately due and payable without notice or demand upon the occurrence at any time of any of the following events of default (each, an "*Event of Default*"): (1) default of any liability, obligation, covenant or undertaking of the Borrower, any endorser or any guarantor hereof to Bank, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Borrower, any endorser or any guarantor hereof under any other loan document delivered by the Borrower, any endorser or any guarantor, or in connection with the loan evidenced by this Note or any other agreement by the Borrower, any endorser or any guarantor with Bank; (2) failure of the Borrower, any endorser or any guarantor hereof to maintain aggregate collateral security value satisfactory to Bank; (3) default of any material liability, obligation or undertaking of the Borrower, any endorser or any guarantor hereof to any other party; (4) if any statement, representation or warranty heretofore, now or hereafter made by the Borrower, any endorser or any guarantor hereof in connection with the loan evidenced by this Note or in any supporting financial statement of the Borrower, any endorser or any guarantor hereof shall be determined by Bank to have been false or misleading in any material respect when made; (5) if the Borrower, any endorser or any guarantor hereof is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the division, merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property; (6) the death of the Borrower, any endorser or any guarantor hereof and, if the Borrower, any endorser or any guarantor hereof is a partnership or limited liability company, the death of any partner or member; (7) the institution by or against the Borrower, any endorser or any guarantor hereof of any proceedings under the Bankruptcy Code 11 USC §101 *et seq.* or any other law in which the Borrower, any endorser or any guarantor hereof is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Borrower, any endorser or any guarantor hereof of an assignment for the benefit of creditors or the granting by the Borrower, any endorser or any guarantor hereof of a trust mortgage for the benefit of creditors; (8) the service upon Bank of a writ in which Bank is named as trustee of the Borrower, any endorser or any guarantor hereof; (9) a judgment or judgments for the payment of money shall be rendered against the Borrower, any endorser or any guarantor hereof, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution; (10) any levy, lien (including mechanics lien) except as permitted under any of the other loan documents between Bank and the Borrower, seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Borrower, any endorser or any guarantor hereof; (11) the termination or revocation of any guaranty hereof; (12) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Borrower, any endorser or any guarantor hereof; or (13) the occurrence of any other event or circumstance, such that Bank, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Borrower, any endorser or any guarantor hereof to Bank has been or may be impaired.

8. How Payments Are Applied

Interest, Principal, Escrow, Fees, Late Charges: Notwithstanding the foregoing, any payments received after the occurrence and during the continuance of an Event of Default shall be applied in such manner as Bank may determine. The Borrower hereby authorizes Bank to charge any deposit account which the Borrower may maintain with Bank for any payment required hereunder without prior notice to the Borrower.

9. Interest Rate Not To Exceed Legal Limit

All agreements between the Borrower and Bank, whether now existing or hereafter arising, are hereby limited so that in no event shall the amount paid, or agreed to be paid to or charged or demanded by Bank for the use, forbearance, or detention of money or for the payment or performance of any covenant or obligation contained herein or in any other document evidencing, securing or pertaining to this Note, exceed the Maximum Rate. If any circumstance otherwise would cause the amount paid, charged or demanded to exceed the Maximum Rate, the amount paid or agreed to be paid to or charged or demanded by Bank shall be reduced to the Maximum Rate, and if Bank ever receives interest which otherwise would exceed the Maximum Rate, such amount which would be excessive interest shall be applied to the reduction of the principal of this Note and not to the payment of interest, or if such excessive interest otherwise would

exceed the unpaid balance of principal of this Note such excess shall be applied first to other indebtedness of the Borrower to Bank, and the balance, if any, shall be refunded to the Borrower. In determining whether the interest paid, agreed to be paid, charged or demanded hereunder exceeds the highest amount permitted by applicable law, all sums paid or agreed to be paid to or charged or demanded by Bank for the use, forbearance or detention of the indebtedness of the Borrower to Bank shall, to the extent permitted by applicable law, (i) be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the actual rate of interest on account of such indebtedness is uniform throughout such term, (ii) be characterized as a fee, expense or other charge other than interest, and (iii) exclude any voluntary prepayments and the effects thereof. "Maximum Rate" as used in this Note means the higher of the maximum rate allowed by applicable United States or Texas law as amended from time to time and in effect on the date for a determination of interest accrued hereunder is made. The determination of the Maximum Rate permitted by applicable Texas law shall be made pursuant to the weekly ceiling as determined pursuant to Chapter 303 of the Texas Finance Code, but Bank reserves the right to implement from time to time any other rate ceiling permitted by such law. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between Bank and the Borrower in conflict herewith.

10. Business/Commercial Purpose

The Borrower represents to Bank that the proceeds of this Note will not be used for personal, family or household purposes or for the purpose of purchasing or carrying margin stock or margin securities within the meaning of Regulations U and X of the Board of Governors of the Federal Reserve System, 12 C.F.R. Parts 221 and 224.

11. Lien and Setoff

The Borrower and each endorser and guarantor hereof grant to Bank a continuing lien on and security interest in any and all deposits or other sums at any time credited by or due from Bank or any Bank Affiliate (as hereinafter defined) to the Borrower and/or each endorser or guarantor hereof and any cash, securities, instruments or other property of the Borrower and each endorser and guarantor hereof in the possession of Bank or any Bank Affiliate, whether for safekeeping or otherwise, or in transit to or from Bank or any Bank Affiliate (regardless of the reason Bank or Bank Affiliate had received the same or whether Bank or Bank Affiliate has conditionally released the same) as security for the full and punctual payment and performance of all of the liabilities and obligations of the Borrower and/or any endorser or guarantor hereof to Bank or any Bank Affiliate and such deposits and other sums may be applied or set off against such liabilities and obligations of the Borrower or any endorser or guarantor hereof to Bank or any Bank Affiliate at any time, whether or not such are then due, whether or not demand has been made and whether or not other collateral is then available to Bank or any Bank Affiliate.

12. Waivers

No delay or omission on the part of Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right of Bank, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The Borrower and every endorser or guarantor of this Note, regardless of the time, order or place of signing, waive presentment, demand, protest, notice of intent to accelerate, notice of acceleration and all other notices of every kind in connection with the delivery, acceptance, performance or enforcement of this Note and assent to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of collateral, and to the addition or release of any other party or person primarily or secondarily liable and waive all recourse to suretyship and guarantor defenses generally, including any defense based on impairment of collateral. To the maximum extent permitted by law, the Borrower and each endorser and guarantor of this Note waive any rights under Rule 31 of the *Texas Rules of Civil Procedure*, Chapter 51 of the *Texas Property Code*, Section 17.001 of the *Texas Civil Practice and Remedies Code*, and Chapter 34 of the *Texas Business and Commerce Code*, as any and all of the same may be amended or construed from time to time, or the common law of the State of Texas at all relevant times.

13. Indemnification

THE BORROWER AND EACH ENDORSER AND GUARANTOR OF THIS NOTE SHALL INDEMNIFY, DEFEND AND HOLD BANK AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ATTORNEYS HARMLESS AGAINST ANY CLAIM BROUGHT OR THREATENED AGAINST BANK BY THE BORROWER, BY ANY ENDORSER OR GUARANTOR, OR BY ANY OTHER PERSON (AS WELL AS FROM ATTORNEYS' REASONABLE FEES AND EXPENSES IN CONNECTION THEREWITH) ON ACCOUNT OF BANK'S RELATIONSHIP WITH THE BORROWER OR ANY ENDORSER OR GUARANTOR HEREOF

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Note-Commercial
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10/2020
Page 3 of 5

(EACH OF WHICH MAY BE DEFENDED, COMPROMISED, SETTLED OR PURSUED BY BANK WITH COUNSEL OF BANK'S SELECTION, BUT AT THE EXPENSE OF THE BORROWER AND ANY ENDORSER AND/OR GUARANTOR), EXCEPT FOR ANY CLAIM ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BANK.

14. Costs and Expenses, Default Rate, Late Charge

The Borrower and each endorser and guarantor of this Note agree to pay, upon demand, costs of collection of all amounts under this Note including, without limitation, principal and interest, or in connection with the enforcement of, or realization on, any security for this Note, including, without limitation, to the extent permitted by applicable law, reasonable attorneys' fees and expenses. Upon the occurrence and during the continuance of an Event of Default, interest shall accrue at a rate per annum equal to the aggregate of 0% plus the rate provided for herein (but not more than the Maximum Rate). If any payment due under this Note is unpaid for 10 days or more, the Borrower shall pay, in addition to any other sums due under this Note (and without limiting Bank's other remedies on account thereof), a late charge equal to 5% of such unpaid amount.

15. Binding Effect, Joint and Several Liability, Complete Agreement

This Note shall be binding upon the Borrower and each endorser and guarantor hereof and upon their respective heirs, successors, assigns and legal representatives, and shall inure to the benefit of Bank and its successors, endorsees and assigns.

The liabilities of the Borrower and each Borrower, if more than one, and any endorser or guarantor of this Note are joint and several; provided, however, the release by Bank of the Borrower or any one or more endorsers or guarantors shall not release any other person obligated on account of this Note. Any and all present and future debts of the Borrower to any endorser or guarantor of this Note are subordinated to the full payment and performance of all present and future debts and obligations of the Borrower to Bank. Each reference in this Note to the Borrower and each Borrower, if more than one, and endorser or guarantor of this Note, is to such person individually and also to all such persons jointly. No person obligated on account of this Note may seek contribution from any other person also obligated, unless and until all liabilities, obligations and indebtedness to Bank of the person from whom contribution is sought have been irrevocably satisfied in full. The release or compromise by Bank of any collateral shall not release any person obligated on account of this Note.

The Borrower and each endorser and guarantor hereof each authorizes Bank to complete this Note if delivered incomplete in any respect. A photographic or other reproduction of this Note may be made by Bank, and any such reproduction shall be admissible in evidence with the same effect as the original itself in any judicial or administrative proceeding, whether or not the original is in existence.

16. Further Assurances

The Borrower will from time to time execute and deliver to Bank such documents, and take or cause to be taken, all such other further action, as Bank may request in order to effect and confirm or vest more securely in Bank all rights contemplated by this Note or any other loan documents related thereto (including, without limitation, to correct clerical errors) or to vest more fully in or assure to Bank the security interest in any collateral securing this Note or to comply with applicable statute or law.

17. Governing Law

This Note shall be governed by federal law applicable to Bank and, to the extent not preempted by federal law, the laws of the State of Texas without giving effect to the conflicts of laws principles thereof. Chapter 346 of the Texas Finance Code does not apply to this Note.

18. Section Headings

Section headings are for reference only and are not intended to affect the interpretation of the provisions of this Note.

19. Notices

Any notices under or pursuant to this Note shall be deemed duly received and effective if delivered in hand to any officer or agent of the Borrower or Bank, or if mailed by registered or certified mail, return receipt requested, addressed to the Borrower or Bank at the address set forth in this Note or as any party may from time to time designate by written notice to the other party.

20. "Bank Affiliate" Defined

The term "*Bank Affiliate*" as used in this Note shall mean any Affiliate of Bank or any lender acting as a participant under any loan arrangement between Bank and the Borrower(s). The term "*Affiliate*" shall mean with respect to any person, (a) any person which, directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such person, or (b) any person who is a director or officer (i) of such person, (ii) of any subsidiary of such person, or (iii) any person described in clause (a) above. For purposes of this definition, control of a person shall mean the power, direct or indirect, (x) to vote 5% or more of the Capital Stock having ordinary voting power for the election of directors (or comparable equivalent) of such person, or (y) to direct or cause the direction of the management and policies of such person whether by contract or otherwise. Control may be by ownership, contract, or otherwise.

21. Jurisdiction and Venue

The Borrower and each endorser and guarantor of this Note each irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in Texas, over any suit, action or proceeding arising out of or relating to this Note. The Borrower and each endorser and guarantor irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. The Borrower and each endorser and guarantor hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Borrower's, endorser's or guarantor's address shown in the records of Bank or (ii) by serving the same upon the Borrower(s), endorser(s) or guarantor(s) in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon the Borrower or such endorser or guarantor.

SIGNATURES

Executed as of August 12, 2021.

Borrower

✓  8-12-21
Joaquin Santamaria Date

Notice of Final Agreement

Date: August 12, 2021

Bank

BancorpSouth Bank
505 E Palm Valley Rd, Suite 100
Round Rock, TX 78664

Borrower

Joaquin Santamaria
11310 PIPING ROCK DR
HOUSTON, TX 77077-6820

Loan: \$242,250.00 Time Note

As used in this Notice:

"Bank" means BancorpSouth Bank.

"Borrower" means the parties listed as Borrower above, and if more than one, collectively, the parties listed as Borrower above.

"Guarantor" means the parties, if any, listed as Guarantor above, and if more than one, collectively, the parties listed as Guarantor above.

"Loan" means the prospective loan by Bank set forth above which is to be evidenced by a promissory note, dated August 12, 2021 executed by the Borrower, payable to the order of Bank, in the principal face amount set forth above.

"Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, guarantys, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

This Notice is given by Bank with respect to the Loan, pursuant to Section 26.02 of the Texas Business and Commerce Code. Borrower, Guarantor and each other obligor with respect to the Loan who signs below acknowledges, represents and warrants to Bank that Bank has given and such party has received and retained a copy of this Notice on the date of this Notice set forth above.

Borrower

✓ 
Joaquin Santamaria
8-12-21
Date

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Notice-Oral Agreements-TX
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Business Purpose Affidavit

State of TEXAS

County of Harris

I, Joaquin Santamaria (printed name), the undersigned, being first duly sworn, depose(s) and state(s) as follows:

1. I, the undersigned Borrower (hereinafter "Borrower"), have applied for a loan from BancorpSouth in the amount of \$242,250.00 ("Loan").
2. I represent to BancorpSouth Bank that the purpose of this loan is for either business, commercial or agricultural purposes and, as such, is exempt from the provisions of the Real Estate Settlement and Procedures Act, Truth in Lending Act and Regulations X and Z.
3. I further represent and warrant that no proceeds of the Loan will be used for personal, family or household related purposes.
4. I understand that BancorpSouth Bank relies upon and accepts as true, the representations made in this Affidavit.

✓ Borrower Signature: _____

Date: 8-12-21



MARITAL STATUS AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public, personally appeared, Joaquin Santamaria, who being duly sworn deposes and says:

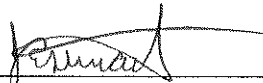
As of this day, August 16, 2021, I am/We are;

() Single

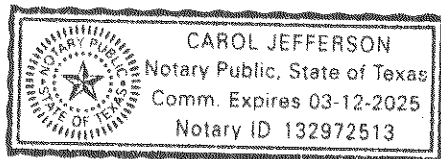
(X) Married _____ on _____.

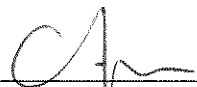
I make these statements knowing that **Independence Title Company** and its underwriter will rely on the accuracy thereof for the purpose of issuing a policy or policies of title insurance in connection with the above referenced property.

I agree to indemnify and hold Title Resources Guaranty Company, Underwriter, and its Agent, Independence Title, harmless from any loss or expense, including reasonable attorney fees, resulting from false or incorrect information in this affidavit.

✓ 
 Joaquin Santamaria

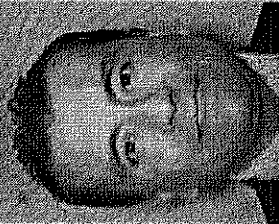
SWORN TO AND SUBSCRIBED BEFORE ME, this 12 day of August, 2021.




 NOTARY PUBLIC OF TEXAS

Texas
DRIVER LICENSE

Director



DRIVER LICENSE

4d. DL: 09545520 9. Class: C
3. DOB: 03/30/1969 4b. Exp: 03/30/2022
1. SANTAMARIA 4c. Iss: 07/29/2020
2. JOAQUIN ERNESTO
a. 11310 PIPING ROCK DR
HOUSTON, TX 77077
12. Rest: A 3a. End: NONE
15. Hgt: 5'-10" 15. Sex: M 16. Eyes: BRO
6. DD: 06629080075213607948

forwards

NOTARY INSTRUCTIONS

Do not allow parties to sign any documents until you read these instructions.

The Notary may not be a party to the transaction, nor a member of the family of any party to the transaction. If you are not eligible to serve as Notary for this transaction **DO NOT ALLOW PARTIES TO SIGN**. Instruct them to go to another Notary. **Please make sure your notary stamp does not cover any typed words or signatures.**

All documents must be signed in **dark blue** ink.

All documents must be signed exactly as the names are typed. If a name is typed incorrectly, **DO NOT ALLOW PARTIES TO SIGN**. Call us immediately for instructions.

Do not change the date typed on any document. If you think a date is incorrect, **DO NOT ALLOW PARTIES TO SIGN**. Call us immediately for instructions.

Before witnessing any signatures, you must obtain satisfactory evidence that the party(ies) in your presence are those whose name(s) appear(s) on the documents. One of the following forms of government-issued photo identification must be provided by each party:

- A valid state-issued driver's license;
- A current United States military ID;
- A valid Passport;
- A current state-issued identification card.

You must compare the photograph and date of birth with the party(ies). Make a copy of the identification used and return this copy to us with the documents. If you are uncertain as to the identity of any party, **DO NOT ALLOW PARTIES TO SIGN**. Call us immediately for instructions.



You must properly complete the Jurat and Acknowledgment sections of each of these forms as applicable. Some of the items you must complete are as follows:

County where signing occurred, date of acknowledgement, name(s) of party(ies) whose signature you acknowledge, your printed name and commission expiration date, your signature and imprint of your Notary seal.

Provide the following information and return with the documents for our records:

Your printed name: Carol Jefferson Phone Number: 832-988-5979

Your mailing address: 5600 N.W. Central #202 Houston, Tx 77092

Notary County: Harris State: TEXAS Expiration Date: 03-12-2025

Notice:
Complete a separate certification for each signer

Notary's Certification

GF/ORDER NO.: 2138207-RRK

STATE OF TEXAS

COUNTY OF Harris

I hereby certify, under penalty of perjury, that I am authorized to act as a Notary Public in and for the above County and State, and that, in performing my duties as a Notary Public, I have complied with all applicable state and local laws, and that I have been presented with original government issued identification that has not expired and that bears a photo or physical description and has a signature that matches the signature on the documents being executed herein.

***Please attach a copy of the identification presented.**

I notarized the signature of: Joaquin Santa Maria
(enter ONE name only)

Date of notarial act: August 12, 2021

Capacity of signer: ☒ Individual
☐ Corporate Officer (Title: _____)
☐ Partner (_____ Limited/_____ General)
☐ Attorney-in-Fact for _____
☐ Trustee
☐ Guardian/Conservator for _____
☐ Executor/Legal Representative (Estate: _____)
☐ Administrator (Estate: _____)
☐ Other (i.e. Manager/Receiver) _____

Identification used: Driver's License

Title and Date of Document(s) executed: August 12, 2021

Mortgage Doc

Notary Public's signature

Card Jefferson

Printed Name of Notary

5600 N.W. Central Dr. #202 Houston, Texas 77092

Printed Address of Notary

832-988-5979

Phone Number of Notary

****Note: This document is for internal purposes only, not to be recorded.**

CLOSING VERIFICATION AND AGREEMENT

TITLE COMPANY: Independence Title

GF (FILE) NO: 2138207-RRK

DATE: August _____, 2021

BUYER(S): Joaquin Santamaria

SELLER(S): Copper & Stone Development LLC

LENDER: BancorpSouth Bank

PROPERTY: 208 W Austin Avenue, Hutto, TX 77634

By initialing one or more of the following items as may be appropriate for the transaction, each SELLER and/or BUYER acknowledges his understanding of the disclosures being made by TITLE COMPANY and affirms the representations made by them to TITLE COMPANY as indicated. Each such disclosure or representation may jointly benefit both TITLE COMPANY and its title insurance underwriter-in-interest. Singular reference to "Seller" and "Buyer" includes multiple individuals/entities identified above. Any numbered item that does not apply to this transaction may be crossed out.

Buyer's Initials

✓ JS

1) WAIVER OF INSPECTION. In consideration of the issuance by TITLE COMPANY to BUYER of an Owner Policy of Title Insurance insuring good and indefeasible title to the Property subject to the Policy's terms and conditions, BUYER hereby waives any obligation on the part of TITLE COMPANY to inspect the Property. BUYER agrees to accept an Owner Policy containing the following Schedule "B" exception: "RIGHTS OF PARTIES IN POSSESSION". Within the meaning of this exception, "possession" shall include open acts or visible evidence of occupancy and any visible and apparent roadway or easement on or across all or any part of the property, but this exception does not extend to any right, claim, or interest evidenced by a document recorded in which the Property is located. BUYER agrees to be fully responsible for inspecting the Property to determine the rights of any party in possession and assumes full responsibility for obtaining possession from its present occupants, if any.

N/A

~~2) OWNER POLICY REJECTION. Pursuant to the requirement of TEXAS INSURANCE CODE Article 9.55, BUYER hereby acknowledges that the Mortgage Policy of Title Insurance to be issued under the File number referenced above, in consideration of \$ paid in policy premium, will be issued for the benefit and protection of the Lender ONLY and that such Policy will not afford title insurance coverage to BUYER in the event of a defect in the title to the real estate being acquired. An Owner Policy in the amount of \$ may be issued for an additional premium cost of \$. BUYER HEREBY REJECTS THE ISSUANCE OF AN OWNER POLICY.~~

Buyer's Initials

✓ JS

3) RECEIPT OF COMMITMENT. BUYER acknowledges having received and reviewed a copy of the preliminary Title Commitment issued in connection with the above-referenced transaction and understand that BUYER's Owner Policy will contain the exceptions set forth in Schedule "B" of the Commitment, together with any additional exceptions to title resulting from the documents involved in this transaction, any additional exceptions to title resulting from the final search of public records, and any additional exceptions for items shown on Schedule C of the Commitment for Title Insurance which have not been resolved prior to issuance of the Owner Policy.

N/A

~~4) UNSURVEYED PROPERTY. BUYER understands that no survey of the Property has been done in connection with this transaction and that the Owner Policy to be issued to BUYER will not provide title insurance coverage against encroachment of improvements, boundary conflicts, or other matters that would be found by a current survey. TITLE COMPANY has not attempted to determine if the Property lies in a special flood hazard area, and TITLE COMPANY has not made any representation concerning proximity of the Property in relation to any flood plain or flood hazard area. BUYER is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor or land engineering company, or a private flood plain consultant.~~

Buyer's Initials

✓ JS

5) ACCEPTANCE OF SURVEY. BUYER has reviewed a copy of the survey of the Property made in connection with this transaction and acknowledges being aware of matters of encroachment/conflict/discrepancy disclosed by the survey and exceptions related to the survey as set forth in Schedule B of the Title Commitment.

Seller's Initials Buyer's Initials

_____ ✓ JS _____

6) PROPERTY TAX PRORATIONS. Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge understanding that these prorations are based either on actual tax amounts for the present year, the sales price or on estimates of the appraised value and/or estimated tax rates of the current year. SELLER agrees that any default in prior payment of property taxes, either current or delinquent, will on demand be promptly reimbursed by SELLER to TITLE COMPANY. BUYER and SELLER each agree that, when amounts of the current year's taxes become known and payable (on or about October 1st), they will adjust any matters of re-proration and reimbursement between themselves and that TITLE COMPANY shall have no further liability or obligation with respect to these prorations. SELLER warrants and represents that there are no past due taxes owed on the Property and if such warranty and representation is untrue, the SELLER will reimburse Independence Title Company, on demand, for any sums paid by Independence Title Company to pay such taxes, and any related penalty and interest. In the event that Independence Title Company is relying upon evidence of payment of taxes from loan escrows by SELLER's present lender, SELLER agrees to reimburse Independence Title Company for any deficiency in such payment upon demand. SELLER recognizes their responsibility for all taxes prior to the date of closing the subject transactions. Should it develop at a later date, that taxes other than those collected at closing are due for prior or present years, seller agrees to make full settlement to Independence Title Company.

CLOSING VERIFICATION AND AGREEMENT

TITLE COMPANY: Independence Title

GF (FILE) NO: 2138207-RRK

DATE: August _____, 2021

BUYER(S): Joaquin Santamaria

SELLER(S): Copper & Stone Development LLC

LENDER: BancorpSouth Bank

PROPERTY: 208 W Austin Avenue, Hutto, TX 77634

By initialing one or more of the following items as may be appropriate for the transaction, each SELLER and/or BUYER acknowledges his understanding of the disclosures being made by TITLE COMPANY and affirms the representations made by them to TITLE COMPANY as indicated. Each such disclosure or representation may jointly benefit both TITLE COMPANY and its title insurance underwriter-in-interest. Singular reference to "Seller" and "Buyer" includes multiple individuals/entities identified above. Any numbered item that does not apply to this transaction may be crossed out.

Buyer's Initials

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N/A

~~2) OWNER POLICY REJECTION. Pursuant to the requirement of TEXAS INSURANCE CODE Article 9.55, BUYER hereby acknowledges that the Mortgage Policy of Title Insurance to be issued under the File number referenced above, in consideration of \$ paid in policy premium, will be issued for the benefit and protection of the Lender ONLY and that such Policy will not afford title insurance coverage to BUYER in the event of a defect in the title to the real estate being acquired. An Owner Policy in the amount of \$ may be issued for an additional premium cost of \$. BUYER HEREBY REJECTS THE ISSUANCE OF AN OWNER POLICY.~~

Buyer's Initials

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N/A

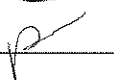
~~4) UNSURVEYED PROPERTY. BUYER understands that no survey of the Property has been done in connection with this transaction and that the Owner Policy to be issued to BUYER will not provide title insurance coverage against encroachment of improvements, boundary conflicts, or other matters that would be found by a current survey. TITLE COMPANY has not attempted to determine if the Property lies in a special flood hazard area, and TITLE COMPANY has not made any representation concerning proximity of the Property in relation to any flood plain or flood hazard area. BUYER is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor or land engineering company, or a private flood plain consultant.~~

Buyer's Initials

5) ACCEPTANCE OF SURVEY. BUYER has reviewed a copy of the survey of the Property made in connection with this transaction and acknowledges being aware of matters of encroachment/conflict/discrepancy disclosed by the survey and exceptions related to the survey as set forth in Schedule B of the Title Commitment.

Seller's Initials





Buyer's Initials

6) PROPERTY TAX PRORATIONS. Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge understanding that these prorations are based either on actual tax amounts for the present year, the sales price or on estimates of the appraised value and/or estimated tax rates of the current year. SELLER agrees that any default in prior payment of property taxes, either current or delinquent, will on demand be promptly reimbursed by SELLER to TITLE COMPANY. BUYER and SELLER each agree that, when amounts of the current year's taxes become known and payable (on or about October 1st), they will adjust any matters of re-proration and reimbursement between themselves and that TITLE COMPANY shall have no further liability or obligation with respect to these prorations. SELLER warrants and represents that there are no past due taxes owed on the Property and if such warranty and representation is untrue, the SELLER will reimburse Independence Title Company, on demand, for any sums paid by Independence Title Company to pay such taxes, and any related penalty and interest. In the event that Independence Title Company is relying upon evidence of payment of taxes from loan escrows by SELLER's present lender, SELLER agrees to reimburse Independence Title Company for any deficiency in such payment upon demand. SELLER recognizes their responsibility for all taxes prior to the date of closing the subject transactions. Should it develop at a later date, that taxes other than those collected at closing are due for prior or present years, seller agrees to make full settlement to Independence Title Company.

Over 65 exemption: SELLER and BUYER/BORROWER are aware that in the event the Property is subject to an "Over 65 exemption, SELLER may, but is not obligated to, transfer its Over 65 exemption to another property it is planning to inhabit. If SELLER elects to transfer the exemption to another property during the year of this transaction, then the proration of taxes on the subject Property shall be based on NO OVER 65 EXEMPTION for the entire year in which the closing takes place. However, if SELLER does not elect to transfer the Over 65 exemption, then the tax proration shall be based on the existing Over 65 exemption in place as of closing. Independence Title Company shall be responsible for the tax proration based on the information provided by SELLER, and both SELLER and BUYER/BORROWER hold Independence Title Company harmless for any adverse consequences arising out of or attributable to SELLER'S filing or failing to file necessary documentation to transfer the Over 65 exemption to another property. If the final tax or assessment for the year of Closing is different than that upon which the proration at Closing was made as a result of SELLER'S filing, or failure to file, a transfer, SELLER and BUYER/BORROWER agree to adjust the proration between themselves outside of Closing at such time as the actual taxes for the Property are known.

property _____ Seller will transfer its existing Over 65 exemption to another

property _____ Seller will NOT transfer the Over 65 exemption to another

Buyer's Initials

✓ JS

7) TAX RENDITION AND EXEMPTIONS. Although the Central Appraisal District (CAD) may independently determine BUYER's new ownership and billing address through deed-record research, BUYER is still obligated by law to "render" the Property for taxation, by notifying the CAD of the change in the Property's ownership and of BUYER's proper address for tax billing. BUYER is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by SELLER (e.g., agriculture, open land, homestead or over-65). To the extent that BUYER may qualify to continue these exemptions, it is the responsibility of Buyer to satisfy the requirements of the CAD within the allowable time period. BUYER acknowledges understanding these obligations and the fact TITLE COMPANY assumes no responsibility for future accuracy of CAD records concerning ownership, tax-billing address, or status of exemptions.

N/A

~~8) HOMEOWNER'S ASSOCIATION. BUYER acknowledges notification that ownership of the Property involves membership in a Homeowner's or Property Owner's Association, to which monthly or annual dues or assessments will be owed that may be enforceable by a lien against the Property. BUYER understands that the Association (or its managing agent) should be contacted by BUYER directly to ascertain the exact amount of future dues or assessments. TITLE COMPANY disclaims any knowledge of, and has made no representations with respect to, the Association's annual budget, pending repairs or deferred maintenance, if any, or other debts of the Association. BUYER accepts sole responsibility to obtain such information and verify its accuracy to BUYER's satisfaction.~~

Seller's Initials Buyer's Initials

_____ ✓ JS

9) ERRORS AND OMISSIONS. In the event that any of the documents prepared in connection with the closing of the transaction contain errors which misstate or inaccurately reflect the true and correct terms, conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of the TITLE COMPANY and/or the SELLER and/or the BUYER, the undersigned agree to execute, in a timely manner, such correction documents as TITLE COMPANY may deem necessary to remedy such inaccuracy or misstatement.

Seller's Initials Buyer's Initials

_____ ✓ JS

10) CLOSING DISCLAIMER. The Seller and the Buyer each acknowledge their understanding that the above-referenced transaction is not yet "closed". Any change in possession of the Property takes place at Buyer's and Seller's sole risk. This transaction has not legally "closed" until:
(a) all title requirements are completed to the satisfaction of the Title Company;
(b) all necessary documents are properly reviewed, executed and accepted by the parties to this transaction and by the Title Company;
(c) all funds are collected and delivered to and accepted by the parties to whom they are due; and
(d) all necessary documents are filed of record in the office of the appropriate public records. The Seller and Buyer also understand that neither the Title Company nor its underwriter-in-interest is under any obligation to defend possession of the Property or to insure title to the Property until such time as the above-stated requirements have been fulfilled.

N/A

~~11) LIEN PAY OFF AMOUNTS. The amount(s) due any lienholder was furnished to the Title Company by the lienholder(s) or Borrower and is good and only through an anticipated disbursement date. Should there be any delay in fundings or discrepancies in the dollar amount, the Title Company is hereby authorized to disburse any additional funds required by the lienholder(s) and adjust the net amount due to the Seller by a like amount. Seller is aware that the lienholder(s) has furnished a statement showing amounts due to payoff existing lien(s). In the event a lienholder makes a demand for a greater amount than shown on the payoff statement and closing statement, the Seller hereby agrees to immediately tender such amount to the lienholder(s) or to Independence Title Company and/or reimburse the Title Company for any funds advanced in order to cure any discrepancies or demand.~~

Over 65 exemption: SELLER and BUYER/BORROWER are aware that in the event the Property is subject to an "Over 65 exemption, SELLER may, but is not obligated to, transfer its Over 65 exemption to another property it is planning to inhabit. If SELLER elects to transfer the exemption to another property during the year of this transaction, then the proration of taxes on the subject Property shall be based on NO OVER 65 EXEMPTION for the entire year in which the closing takes place. However, if SELLER does not elect to transfer the Over 65 exemption, then the tax proration shall be based on the existing Over 65 exemption in place as of closing, Independence Title Company shall be responsible for the tax proration based on the information provided by SELLER, and both SELLER and BUYER/BORROWER hold Independence Title Company harmless for any adverse consequences arising out of or attributable to SELLER'S filing or failing to file necessary documentation to transfer the Over 65 exemption to another property. If the final tax or assessment for the year of Closing is different than that upon which the proration at Closing was made as a result of SELLER'S filing, or failure to file, a transfer, SELLER and BUYER/BORROWER agree to adjust the proration between themselves outside of Closing at such time as the actual taxes for the Property are known.

_____ Seller will transfer its existing Over 65 exemption to another
property _____
_____ Seller will NOT transfer the Over 65 exemption to another
property _____

Buyer's Initials _____
_____ 7) TAX RENDITION AND EXEMPTIONS. Although the Central Appraisal District (CAD) may independently determine BUYER's new ownership and billing address through deed-record research, BUYER is still obligated by law to "render" the Property for taxation, by notifying the CAD of the change in the Property's ownership and of BUYER's proper address for tax billing. BUYER is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by SELLER (e.g., agriculture, open land, homestead or over-65). To the extent that BUYER may qualify to continue these exemptions, it is the responsibility of Buyer to satisfy the requirements of the CAD within the allowable time period. BUYER acknowledges understanding these obligations and the fact TITLE COMPANY assumes no responsibility for future accuracy of CAD records concerning ownership, tax-billing address, or status of exemptions.

N/A ~~8) HOMEOWNER'S ASSOCIATION. BUYER acknowledges notification that ownership of the Property involves membership in a Homeowner's or Property Owner's Association, to which monthly or annual dues or assessments will be owed that may be enforceable by a lien against the Property. BUYER understands that the Association (or its managing agent) should be contacted by BUYER directly to ascertain the exact amount of future dues or assessments. TITLE COMPANY disclaims any knowledge of, and has made no representations with respect to, the Association's annual budget, pending repairs or deferred maintenance, if any, or other debts of the Association. BUYER accepts sole responsibility to obtain such information and verify its accuracy to BUYER's satisfaction.~~

Seller's Initials _____ Buyer's Initials _____
_____ 9) ERRORS AND OMISSIONS. In the event that any of the documents prepared in connection with the closing of the transaction contain errors which misstate or inaccurately reflect the true and correct terms, conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of the TITLE COMPANY and/or the SELLER and/or the BUYER, the undersigned agree to execute, in a timely manner, such correction documents as TITLE COMPANY may deem necessary to remedy such inaccuracy or misstatement.

Seller's Initials _____ Buyer's Initials _____
_____ 10) CLOSING DISCLAIMER. The Seller and the Buyer each acknowledge their understanding that the above-referenced transaction is not yet "closed". Any change in possession of the Property takes place at Buyer's and Seller's sole risk. This transaction has not legally "closed" until:
(a) all title requirements are completed to the satisfaction of the Title Company;
(b) all necessary documents are properly reviewed, executed and accepted by the parties to this transaction and by the Title Company;
(c) all funds are collected and delivered to and accepted by the parties to whom they are due; and
(d) all necessary documents are filed of record in the office of the appropriate public records. The Seller and Buyer also understand that neither the Title Company nor its underwriter-in-interest is under any obligation to defend possession of the Property or to insure title to the Property until such time as the above-stated requirements have been fulfilled.

N/A ~~11) LIEN PAY-OFF AMOUNTS. The amount(s) due any lienholder was furnished to the Title Company by the lienholder(s) or Borrower and is good and only through an anticipated disbursement date. Should there be any delay in fundings or discrepancies in the dollar amount, the Title Company is hereby authorized to disburse any additional funds required by the lienholder(s) and adjust the net amount due to the Seller by a like amount. Seller is aware that the lienholder(s) has furnished a statement showing amounts due to payoff existing lien(s). In the event a lienholder makes a demand for a greater amount than shown on the payoff statement and closing statement, the Seller hereby agrees to immediately tender such amount to the lienholder(s) or to Independence Title Company and/or reimburse the Title Company for any funds advanced in order to cure any discrepancies or demand.~~

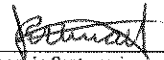
SELLER'S SIGNATURE(S):

Cooper & Stone Development, LLC

By: _____
Patti Smith, Member

By: _____
Kory Smith, Member

BUYER'S SIGNATURE(S):

✓  _____
Joaquin Santamaria

SELLER'S FORWARDING ADDRESS:

BUYER'S FORWARDING ADDRESS:

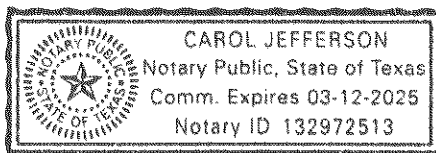
STATE OF TX
COUNTY OF Williamson

This instrument was acknowledged before me on the _____ day of August, 2021 by Patti Smith and Kory Smith, Members of Copper & Stone Development LLC.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TX
COUNTY OF Harris

This instrument was acknowledged before me on the 12 day of August, 2021 by Joaquin Santamaria.



 _____
NOTARY PUBLIC, STATE OF TEXAS

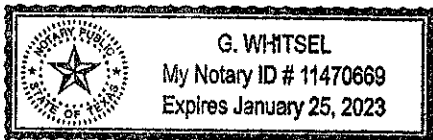
Cooper & Stone Development, LLC

By: 76
Kory Smith, Member

Joaquin Santamaria

[illegible]

This instrument was acknowledged before me on the 12 day of August, 2021 by Patti Smith and Kory Smith, Members of Copper & Stone Development LLC.




NOTARY PUBLIC, STATE OF TEXAS

This instrument was acknowledged before me on the _____ day of August, 2021 by Joaquin Santamaria.

NOTARY PUBLIC, STATE OF TEXAS

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

From: Independence Title

GF Number: 2138207-RRK

Property: 208 W Austin Avenue, Hutto TX

Date: August _____, 2021

Thank you for contacting Secured Land Transfers LLC d/b/a Independence Title (hereinafter "Agent"). This is to give you notice that Agent has a business relationship with Title Resources Guaranty Company, which is a title insurance underwriting company and Realogy Insurance Agency Inc., which provides homeowners insurance. The owner of Agent is also the owner of Title Resources Guaranty Company and Realogy Insurance Agency Inc. Because of this relationship, this referral of business to the companies below may provide Agent a financial or other benefit.

Set forth below is the estimated charge or range of charges for the services listed. You are NOT required to use the companies below in connection with the provision of services. THERE ARE FREQUENTLY OTHER COMPANIES AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

COMPANIES	DESCRIPTION OF CHARGES	ESTIMATE OF RANGE OF CHARGES GENERALLY MADE BY PROVIDER
Title Resources Guaranty Company ("TRGC")	Title insurance premium	Owner's Policy (charges based on policy amount): \$100,000 \$ 832 \$250,000 \$1623 \$500,000 \$2940 \$1,000,000 \$5575 \$1,500,000 \$7740 Simultaneous Lenders w/Owners: \$100,000 \$932 \$250,000 \$1723 \$500,000 \$3040 \$1,000,000 \$5675 \$1,500,000 \$7840
Realogy Insurance Agency, Inc.	Homeowners insurance premium	\$2.00 - \$6.00 per thousand dollars of replacement cost of dwelling

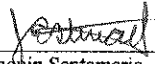
ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE

I/we have read this disclosure form and understand that Agent is referring me/us to use the above-described companies and may receive a financial or other benefit as the result of this referral.

Cooper & Stone Development, LLC

By: _____
Patti Smith, Member

By: _____
Kory Smith, Member

✓ 
Joaquin Santamaria

8-12-21

Date

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

From: Independence Title

GF Number: 2138207-RRK

Property: 208 W Austin Avenue, Hutto TX

Date: August 12, 2021

Thank you for contacting Secured Land Transfers LLC d/b/a Independence Title (hereinafter "Agent"). This is to give you notice that Agent has a business relationship with Title Resources Guaranty Company, which is a title insurance underwriting company and Realogy Insurance Agency Inc., which provides homeowners insurance. The owner of Agent is also the owner of Title Resources Guaranty Company and Realogy Insurance Agency Inc. Because of this relationship, this referral of business to the companies below may provide Agent a financial or other benefit.

Set forth below is the estimated charge or range of charges for the services listed. You are NOT required to use the companies below in connection with the provision of services. THERE ARE FREQUENTLY OTHER COMPANIES AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

COMPANIES	DESCRIPTION OF CHARGES	ESTIMATE OF RANGE OF CHARGES GENERALLY MADE BY PROVIDER
Title Resources Guaranty Company ("TRGC")	Title insurance premium	Owner's Policy (charges based on policy amount): \$100,000 \$ 832 \$250,000 \$1623 \$500,000 \$2940 \$1,000,000 \$5575 \$1,500,000 \$7740 Simultaneous Lenders w/Owners: \$100,000 \$932 \$250,000 \$1723 \$500,000 \$3040 \$1,000,000 \$5675 \$1,500,000 \$7840
Realogy Insurance Agency, Inc.	Homeowners insurance premium	\$2.00 - \$6.00 per thousand dollars of replacement cost of dwelling

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE

I/we have read this disclosure form and understand that Agent is referring me/us to use the above-described companies and may receive a financial or other benefit as the result of this referral.

Cooper & Stone Development, LLC

By: Patti Smith
Patti Smith, Member

By: Kory Smith
Kory Smith, Member

Joaquin Santamaria

Date

NOTICE TO PURCHASERS

GF NUMBER: 2138207-RRK

THE STATE OF TEXAS

COUNTY OF WILLIAMSON AND MILAM

The real property, described below, which you are about to purchase is located within **UPPER BRUSHY CREEK WCID #1A** (the "District"). The District has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District on real property located in the District is **\$0.02** on each \$100.00 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters of the District and which have been or may, at this date, be issued is **\$0.00**, (plus master district facilities, if any), and the aggregate initial principal amount of all bonds issued for one or more of the specified facilities of the District and payable in whole or in part from property taxes is **\$0.00**.

The District has the authority to adopt and impose a standby fee on property in the District that has water, sanitary sewer or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The District may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is **\$0.00**. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the District stating the amount, if any, of unpaid standby fees on a tract of property in the District.

The purpose of this District is to provide water, sewer, drainage, or flood control facilities and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the District. The legal description of the property which you are acquiring is as follows:

Plat Records, Williamson County, Texas, together with that 0.211 of an acre of land, more or less, comprised of the west one-half of Washington Street from the south line of Front Street to the north line of Austin Avenue as shown on the Old Addition to the City of Hutto and 0.039 of an acre of land, more or less, comprised of that certain 20 foot alley located between Lots 1, 2 and 3, block 2 and Lots 18, 19 and 20, Block 2 as shown on the Old Addition to the City of Hutto and described in Resolution No. 2006-005-00 recorded in Document No. 2006092223, Official Public Records, Williamson County, Texas and the Deed Without Warranty from the City of Hutto to Ruben Maldonado, Jr. and Chris R. Maldonado in Document No. 2006092224, Official Public Records, Williamson County, Texas. Said 0.211 of an acre of land being more particularly described by metes and bounds in Exhibit A attached hereto and made a part hereof. Said 0.039 of an acre of land being more particularly described by metes and bounds in Exhibit B attached hereto and made a part hereof.

8-12-21

Date

Copper & Stone Development, LLC

By:

Seller: Patti Smith

Title: Member

8-12-21

Date

Member

By:

Seller: Kory Smith

Title: Copper & Stone Development, LLC

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at our prior execution of a binding contract for the purchase of real property described in such notice or at closing of purchase of the real property.

Date

By:

Purchaser: Joaquin Santamaria

Date

Copper & Stone Development, LLC

By: _____

Seller: Patti Smith

Title: Member

Date

Member

By: _____

Seller: Kory Smith

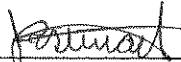
Title: Copper & Stone Development, LLC

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at our prior execution of a binding contract for the purchase of real property described in such notice or at closing of purchase of the real property.

8-12-21

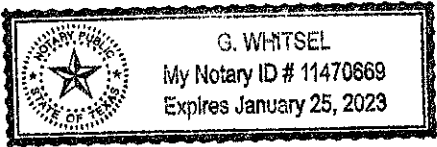
Date

✓ By: 
Purchaser: Joaquin Santamaria

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged by me on the 12 day of Aug, 2021, by
Patti Smith, Member of Copper & Stone Development, LLC, a _____ on behalf of the _____.

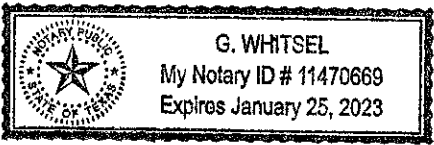
[Signature]
Notary Public Signature



STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged by me on the 12 day of Aug, 2021, by
Kory Smith, Member of Copper & Stone Development, LLC, a _____ on behalf of the _____.

[Signature]
Notary Public Signature



STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged by me on the ____ day of _____, 20____, by
Joaquin Santamaria.

Notary Public Signature

AFTER RECORDING RETURN TO:

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged by me on the ____ day of _____, 20____, by
Patti Smith, Member of Copper & Stone Development, LLC, a _____ on behalf of the _____.

Notary Public Signature

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged by me on the ____ day of _____, 20____, by
Kory Smith, Member of Copper & Stone Development, LLC, a _____ on behalf of the _____.

Notary Public Signature

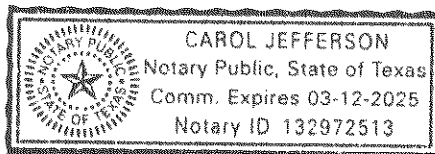
STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged by me on the 12 day of August, 2021, by
Joaquin Santamaria.

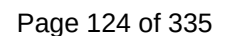


Notary Public Signature



AFTER RECORDING RETURN TO:

All or parts of the text on this page was not clearly legible for satisfactory recordation.





MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated
May 2019

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: 208 W Austin Development APPLICATION TYPE Special Use Permit

APPLICANT INFORMATION (property owner or authorized agent) This will be the City's official contact

Name: Ricca Keepers

Company Name: Keepers Land Planning

Address: 3712 Apple Vista Circle, Pflugerville, TX, 78660

Phone: 512-520-5388 Email: ricca@keeperslandplanning.com

PROPERTY INFORMATION

Address: 208 W Austin Ave, Hutto

Legal Description: Lot(s) 18-20 Block 2 Subdivision Old Town Addn.

Deed Reference: Volume _____ Page(s) _____ or Document No. _____

City Limits or ETJ: City limits Current Zoning District: Special District (SD-A)

PROPERTY OWNER INFORMATION

Name: Joaquin Santamania

Company Name: _____

Address: 10112 Hammerly Blvd Suite F Houston, TX 77080

Phone: 713-582-4291 Email: JOAQUIN.SANTA@HOT-MAIL.COM

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

By my signature I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the submittal of this application. Additionally, my signature below indicates my awareness of the fee(s) required at the time of application submittal and that this fee(s) is non-refundable even in the event of application withdrawal or if reviewed and denied.

By signing this form, the owner of the property authorizes the City of Hutto to begin proceedings in accordance with the process for the type of application indicated on page one of this application. The owner further acknowledges that submittal of an application does not in any way obligate the City to approve the application and that although City staff may make certain recommendations regarding this application, the City Council may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

[Signature]
Property Owner Signature

Joaquin Santamania
Property Owner Printed Name

9-1-21
Date

THE STATE OF TEXAS

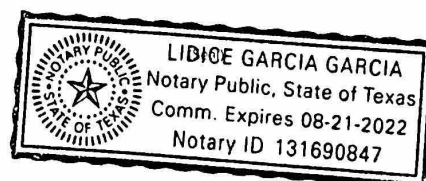
COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared Joaquin Santamania, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 1 day of September, 20 21 A.D.

[Signature]
Notary Public Signature

Lidia Green
Notary Public Printed Name



If there are multiple property owners attach separate page(s) with notarized signature(s)



SPECIFIC USE PERMIT
APPLICATION

Must be accompanied by a
Master Application
May 2019

City of Hutto Development Services
500 W. Live oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2540 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: 208 W Austin Development

PROPERTY ADDRESS: 208 W Austin Ave, Hutto

Current zoning district: Special District (SD-A) Current Use: Vacant lot

Proposed Use: Commercial Storage Code reference for specific use permit requirement: _____

Current zoning: North of property: Special District (SD-A) South of property: Special District (SD-A)
East of property: Special District (SD-A) West of property: Special District (SD-A)

FEES ☐ All required fees may be provided by cash, credit card or check made payable to: City of Hutto

REQUIRED FOR SUBMITTAL

All items listed must be included with application, unless otherwise noted.

- ☒ Complete Master application and Specific Use Permit application.
- ☒ Applicant has coordinated with staff on submittal requirements.
- ☒ Proof of ownership (copy of deed).
- ☒ Sketch of property by a registered professional land surveyor on (1) 8 1/2" x 11".
- ☒ Letter of intent explaining reason(s) for request.
- ☒ List of all property owners (from WCAD) within 200-ft of subject property.

REVIEW CRITERIA

- ☐ Uses requiring a specific use permit are listed in the permitted use tables of the UDC.
- ☐ Proposed use conforms to code requirements and is consistent with the comprehensive plan, community, neighborhood and other applicable land use and development plans.
- ☐ Proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.
- ☐ Site is a legal building lot.

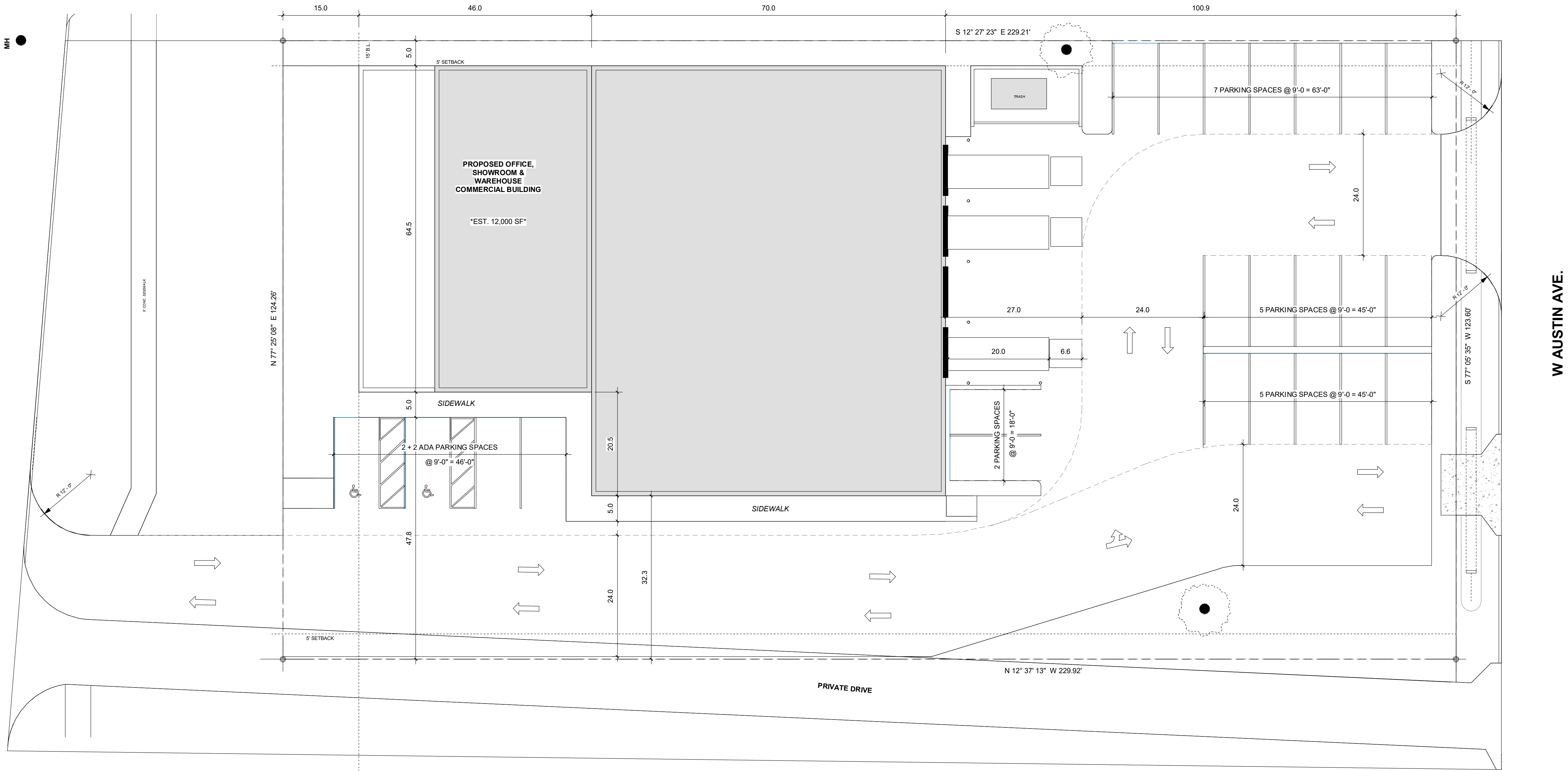
PROCESSING

- ☐ Application intake, staff review and determination that it is complete, meeting scheduling, public notification (mailed/published/website notification).
- ☐ Notification required 16 days prior to scheduled meeting date (published).
- ☐ Notification required 16 days prior to scheduled meeting date (mailed).
- ☐ All final documents related to commission action are required 10 days prior to scheduled meeting date.
- ☐ All final documents related to city council action are required 10 days prior to scheduled meeting date.

FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Check No	Fees paid	PZ Mtg. date	CC Mtg. date

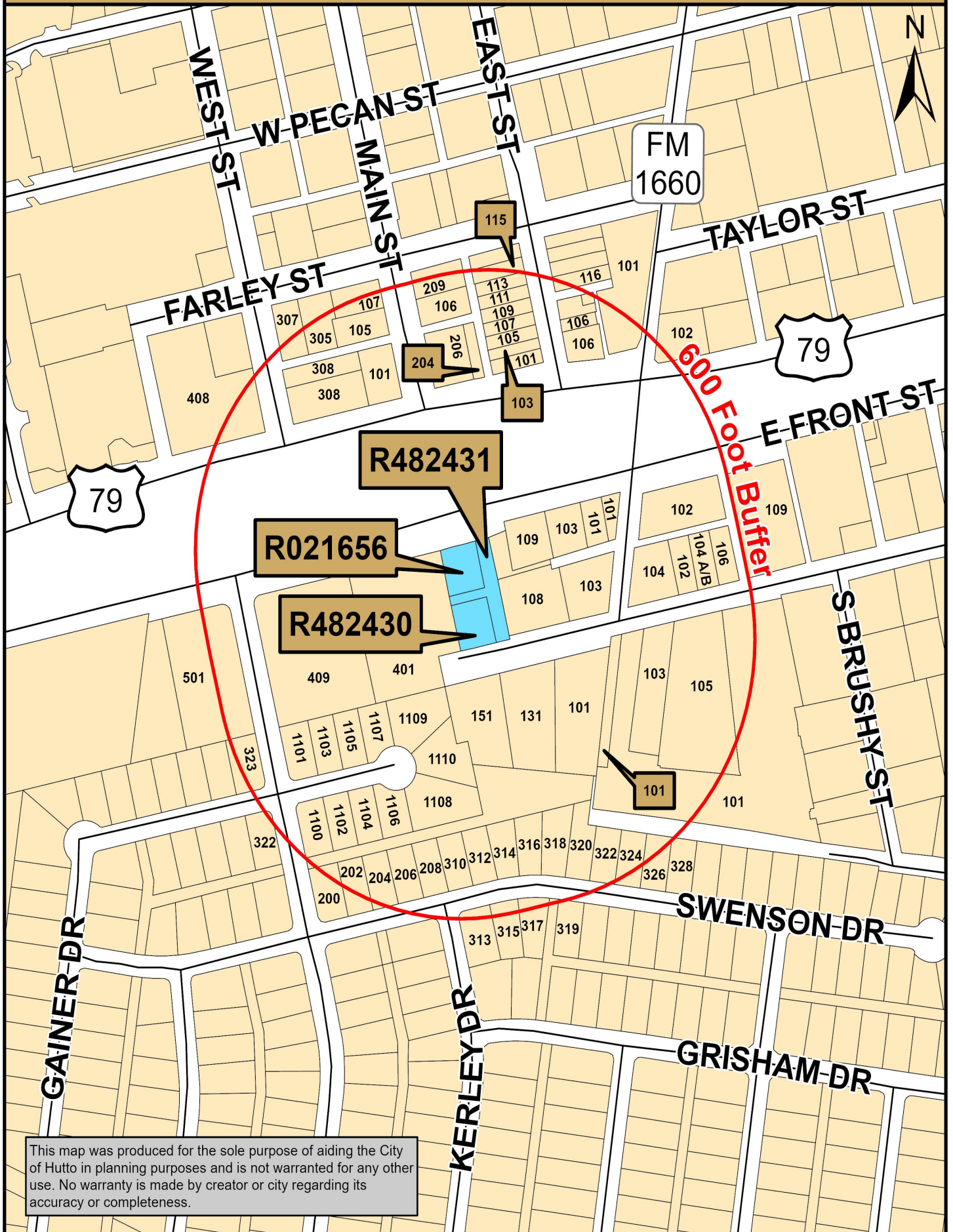
W FRONT ST.



01 SITE PLAN - PROPOSED
3/32" = 1'-0"

PARKING AREA REQUIREMENTS:		GROSS S.F.
CITY OF AUSTIN, TEXAS DEVELOPMENT CODE 2008, 2012, 2015, 2018, 2021, 2024, 2027, 2030, 2033, 2036, 2039, 2042, 2045, 2048, 2051, 2054, 2057, 2060, 2063, 2066, 2069, 2072, 2075, 2078, 2081, 2084, 2087, 2090, 2093, 2096, 2099, 2102, 2105, 2108, 2111, 2114, 2117, 2120, 2123, 2126, 2129, 2132, 2135, 2138, 2141, 2144, 2147, 2150, 2153, 2156, 2159, 2162, 2165, 2168, 2171, 2174, 2177, 2180, 2183, 2186, 2189, 2192, 2195, 2198, 2201, 2204, 2207, 2210, 2213, 2216, 2219, 2222, 2225, 2228, 2231, 2234, 2237, 2240, 2243, 2246, 2249, 2252, 2255, 2258, 2261, 2264, 2267, 2270, 2273, 2276, 2279, 2282, 2285, 2288, 2291, 2294, 2297, 2300, 2303, 2306, 2309, 2312, 2315, 2318, 2321, 2324, 2327, 2330, 2333, 2336, 2339, 2342, 2345, 2348, 2351, 2354, 2357, 2360, 2363, 2366, 2369, 2372, 2375, 2378, 2381, 2384, 2387, 2390, 2393, 2396, 2399, 2402, 2405, 2408, 2411, 2414, 2417, 2420, 2423, 2426, 2429, 2432, 2435, 2438, 2441, 2444, 2447, 2450, 2453, 2456, 2459, 2462, 2465, 2468, 2471, 2474, 2477, 2480, 2483, 2486, 2489, 2492, 2495, 2498, 2501, 2504, 2507, 2510, 2513, 2516, 2519, 2522, 2525, 2528, 2531, 2534, 2537, 2540, 2543, 2546, 2549, 2552, 2555, 2558, 2561, 2564, 2567, 2570, 2573, 2576, 2579, 2582, 2585, 2588, 2591, 2594, 2597, 2600, 2603, 2606, 2609, 2612, 2615, 2618, 2621, 2624, 2627, 2630, 2633, 2636, 2639, 2642, 2645, 2648, 2651, 2654, 2657, 2660, 2663, 2666, 2669, 2672, 2675, 2678, 2681, 2684, 2687, 2690, 2693, 2696, 2699, 2702, 2705, 2708, 2711, 2714, 2717, 2720, 2723, 2726, 2729, 2732, 2735, 2738, 2741, 2744, 2747, 2750, 2753, 2756, 2759, 2762, 2765, 2768, 2771, 2774, 2777, 2780, 2783, 2786, 2789, 2792, 2795, 2798, 2801, 2804, 2807, 2810, 2813, 2816, 2819, 2822, 2825, 2828, 2831, 2834, 2837, 2840, 2843, 2846, 2849, 2852, 2855, 2858, 2861, 2864, 2867, 2870, 2873, 2876, 2879, 2882, 2885, 2888, 2891, 2894, 2897, 2900, 2903, 2906, 2909, 2912, 2915, 2918, 2921, 2924, 2927, 2930, 2933, 2936, 2939, 2942, 2945, 2948, 2951, 2954, 2957, 2960, 2963, 2966, 2969, 2972, 2975, 2978, 2981, 2984, 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SUP Warehouse - 208 West Austin Avenue

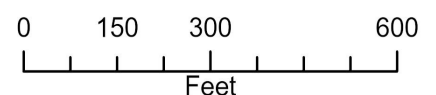


This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

Map Document: (K:\Site_Location_Maps\2022_Site_Location_

Maps\SUP_Warehouse_208_West_Austin_Avenue.mxd)

1/6/2022 -- 11:03:08 AM



AGENDA ITEM REPORT

9.3.



To: Planning and Zoning Commission
Subject: Consideration of a public hearing and possible action on Ordinance No. O-2022-008 approving a Specific Use Permit for the property known as 3250 Limmer Loop, to allow outdoor recreation facility use (UDC 10.304.6). (Ashley Lumpkin)
Meeting: Thursday, March 3, 2022
Department: Development Services
Staff Contact:

BACKGROUND INFORMATION:

The property at 3250 Limmer Loop is zoned General Commercial (B-2) and is the home of Christ the Rock Church, built in 2020.

Adjacent Zoning and Uses:

WEST: B-2, Vacant
NORTH: SF-1, Hutto Square
EAST: B-2, Vacant
SOUTH: SF-1, Hutto Square

SUMMARY OF REQUEST:

The applicant is working with the property owner to use a portion of their property to establish an outdoor gym and workout center. They propose utilizing two metal container structures for equipment storage and covered walkway with an outdoor surface for the workout area. The applicants have a similar establishment in the Round Rock ETJ. (picture attached)

A Specific Use Permit is required for outdoor recreation facilities in the General Commercial (B-2) district.

10.307.32 Outdoor recreation facility

10.307.32.1 Definition

Outdoor recreation facility: establishment providing facilities for guests for exercise, relaxation, amusement or sport, and amenities that are secondary to the recreational use, housed mostly outside of a structure. The term includes miniature golf courses, go-cart tracks, batting cages, bumper boats, and related recreational uses. Outdoor recreation facilities are not amusement parks. This term excludes facilities in athletic departments of schools, facilities of professional sports teams, public parks and playgrounds, and amenity and community centers.

10.307.32.2 Permitted locations: Outdoor recreation facilities are considered subject to specific use permit review in the B-2 district.

10.307.32.3 Conditions: Improvements or activity areas must be located at least 100 ft. from the

AGENDA ITEM REPORT

9.3.



boundary of any residential zoning district or lodging establishment.

The existing parking lot is approximately 195' from the closest residential fence line.

Outdoor recreation facilities next to residential zoning districts, places of residence such as nursing homes and extended care facilities, and lodging establishments:

- Must be screened and buffered with masonry (stone, brick, decorative CMU, similar materials) walls to minimize their impact.
- May operate only between 9:00 AM and 9:00 PM.
- Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site.

STAFF REVIEW:

Staff sent notices to 82 adjacent property owners within 600' and to date has received two responses against the request.

Planning and Zoning Commission recommends approval of the Proposed SUP with the following conditions:

- Operating hours be Monday thru Friday 6 am – 9 pm, Saturday 8 am -12 pm, no Sunday.
- No parking on grass.
- Cannot have loudspeakers or equipment that emits audible signals such as beeps, buzzers and bells that would be audible off the site.
- Must be located behind the front building line of the church, further north from the proposed location, even with the existing parking lot.

FINANCIAL IMPACT:

Not applicable to this request.

POLICY IMPLICATIONS:

Not applicable to this request.

ATTACHMENTS:

1. Object - Correa
2. Object- Brennan
3. SUP_Outdoor_Recreation_3250_Limmer_Loop

AGENDA ITEM REPORT

9.3.



-
4. 2022-01-03 16-36
 5. (Ord)Patriot Fitness SUP
 6. Patriot Gym Concept 1-4-22



**PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE
PLANNING & ZONING COMMISSION ON: FEBRUARY 1, 2022
CITY COUNCIL ON: MARCH 3, 2022
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 **3250 Limmer Loop**, to allow outdoor recreation facility use (UDC 10.304.6).

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 **3250 Limmer Loop**, to allow outdoor recreation facility use (UDC 10.304.6).

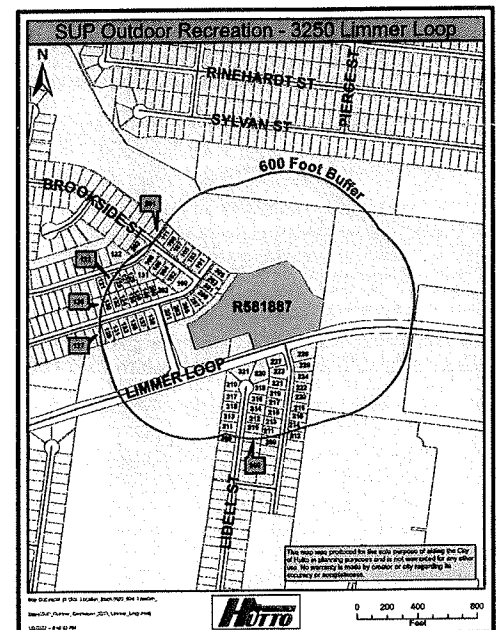
Name: Kimberly Correa
Address: 362 Liddell St. Hutto, TX 78634

☐ **I AM IN FAVOR**

☒ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP





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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 **3250 Limmer Loop**, to allow outdoor recreation facility use (UDC 10.304.6).

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 **3250 Limmer Loop**, to allow outdoor recreation facility use (UDC 10.304.6).

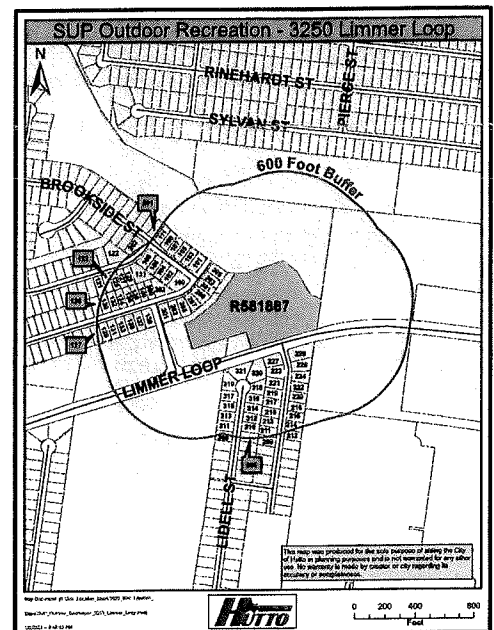
Name: Jennifer Brennan
Address: 312 Lidel St. Hutto, TX 78634

☐ I AM IN FAVOR

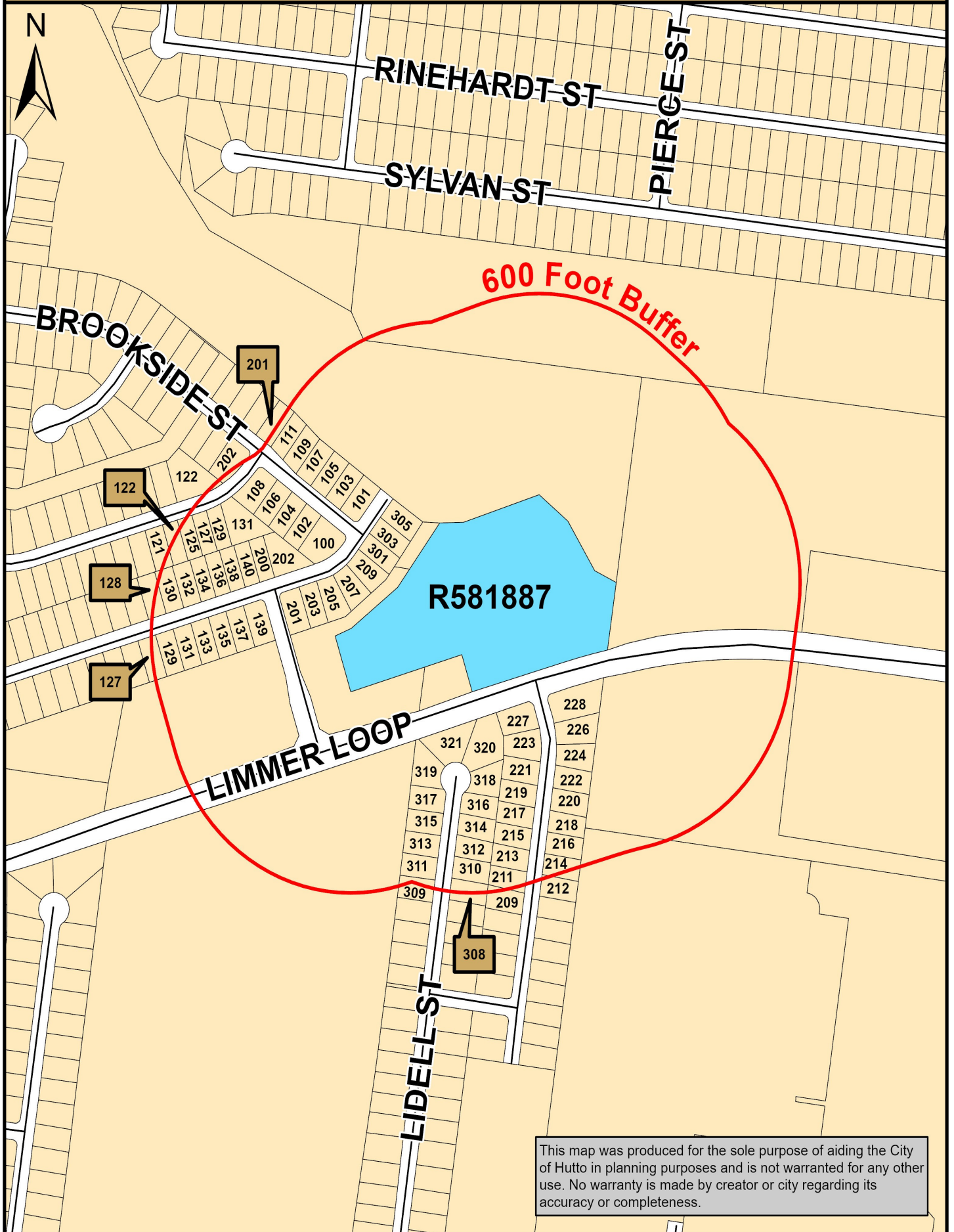
☒ I OBJECT

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



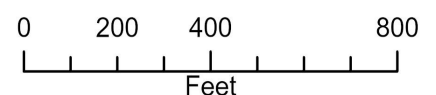
SUP Outdoor Recreation - 3250 Limmer Loop



Map Document: (K:\Site_Location_Maps\2022_Site_Location_

Maps\SUP_Outdoor_Recreation_3250_Limmer_Loop.mxd)

1/6/2022 -- 2:49:38 PM





MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated
May 2019

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Patriot Male Sports Performance APPLICATION TYPE Outdoor Fitness/Special Use

APPLICANT INFORMATION (property owner or authorized agent) This will be the City's official contact

Name: Nick Sanowitz
Company Name: Patriot Male Sports Performance
Address: 905 Great Oaks Cv. Round Rock Tx 78681
Phone: 723-724-7043 Email: Nick@PatriotBoxing.com

PROPERTY INFORMATION

Address: 3250 Limmer Loop
Legal Description: Lot(s) _____ Block _____ Subdivision _____
Deed Reference: Volume _____ Page(s) _____ or Document No. _____
City Limits or ETJ: _____ Current Zoning District: _____

PROPERTY OWNER INFORMATION

Name: Pastor James Skorzewski
Company Name: Christ the Rock Lutheran Church
Address: 3250 Limmer Loop
Phone: (512) 966-9713 Email: pastorski@ctr-tx.net

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

By my signature I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the submittal of this application. Additionally, my signature below indicates my awareness of the fee(s) required at the time of application submittal and that this fee(s) is non-refundable even in the event of application withdrawal or if reviewed and denied.

By signing this form, the owner of the property authorizes the City of Hutto to begin proceedings in accordance with the process for the type of application indicated on page one of this application. The owner further acknowledges that submittal of an application does not in any way obligate the City to approve the application and that although City staff may make certain recommendations regarding this application, the City Council may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

[Signature]
Property Owner Signature

James R. Skorzewski
Property Owner Printed Name

1/3/22
Date

THE STATE OF TEXAS

COUNTY OF Williamson

Before me, the undersigned authority, on this day personally appeared James R. Skorzewski known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 3rd day of January, 2022 A.D.

[Signature]
Notary Public Signature

Kelli Brooke Daniel
Notary Public Printed Name



If there are multiple property owners attach separate page(s) with notarized signature(s)



SPECIFIC USE PERMIT
APPLICATION

Must be accompanied by a
Master Application
May 2019

City of Hutto Development Services
500 W. Live oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Patriot Made Sports Performance (Outdoor Fitness)

PROPERTY ADDRESS: 3250 Limmer Loop

Current zoning district: _____ Current Use: _____

Proposed Use: _____ Code reference for specific use permit requirement: _____

Current zoning: North of property: _____ South of property: _____

East of property: _____ West of property: _____

FEES ☐ All required fees may be provided by cash, credit card or check made payable to: City of Hutto

REQUIRED FOR SUBMITTAL

All items listed must be included with application, unless otherwise noted.

- ☒ Complete Master application and Specific Use Permit application.
- ☒ Applicant has coordinated with staff on submittal requirements.
- ☒ Proof of ownership (copy of deed).
- ☒ Sketch of property by a registered professional land surveyor on (1) 8 1/2" x 11".
- ☒ Letter of intent explaining reason(s) for request.
- ☒ List of all property owners (from WCAD) within 200-ft of subject property.

REVIEW CRITERIA

- ☐ Uses requiring a specific use permit are listed in the permitted use tables of the UDC.
- ☐ Proposed use conforms to code requirements and is consistent with the comprehensive plan, community, neighborhood and other applicable land use and development plans.
- ☐ Proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.
- ☐ Site is a legal building lot.

PROCESSING

- ☐ Application intake, staff review and determination that it is complete, meeting scheduling, public notification (mailed/published/website notification).
- ☐ Notification required 16 days prior to scheduled meeting date (published).
- ☐ Notification required 16 days prior to scheduled meeting date (mailed).
- ☐ All final documents related to commission action are required 10 days prior to scheduled meeting date.
- ☐ All final documents related to city council action are required 10 days prior to scheduled meeting date.

FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Check No.	Fees paid	PZ Mtg. date	CC Mtg. date

ORDINANCE NO. 2022-

**AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A
OURDOOR RECREATION FACILITY USE IN THE B-2 (GENERAL
COMMERCIAL DISTRICT) ZONING DISTRICT AT 3250 LIMMER LOOP,
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 warehouse use in the B-2 (General Commercial) zoning district at the property known as 3250 Limmer Loop, described in Exhibit “A”, being attached hereto and incorporated herein, and;

WHEREAS, on the 1st day of February, 2022, 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 1st day of February, 2022, and;

WHEREAS, on the 3rd day of March 2022, 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 (2020 Edition, as amended), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

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

SECTION I.

1.

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

10.203.18.3 Criteria

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

10.203.18.5 Conditions

- The Planning and Zoning Commission and/or City Council may impose conditions on a specific use permit.
- Specific use permit approval does not run with the land, and expires with the end of the approved use.

10.203.18.6 Amendments

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

10.204.2 Effective date and expiration

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

2.

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

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

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and **APPROVED** on first reading on this the **3rd** day of **March 2022** 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 **3rd** day of **March 2022** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

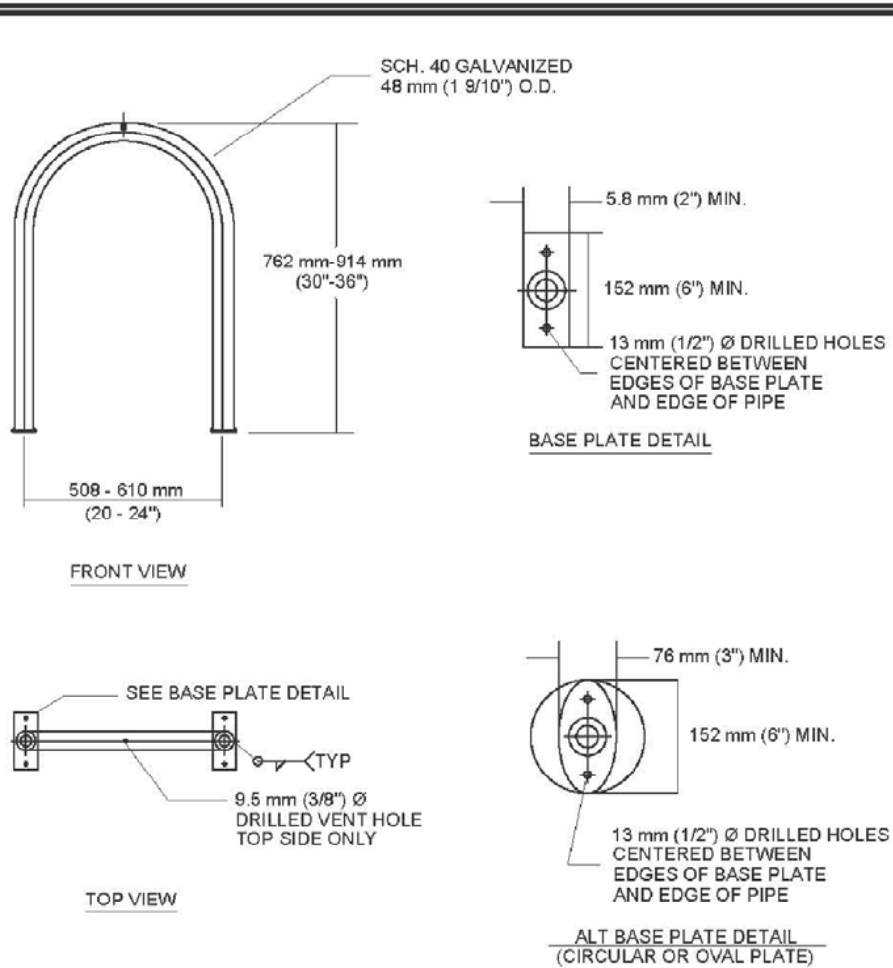
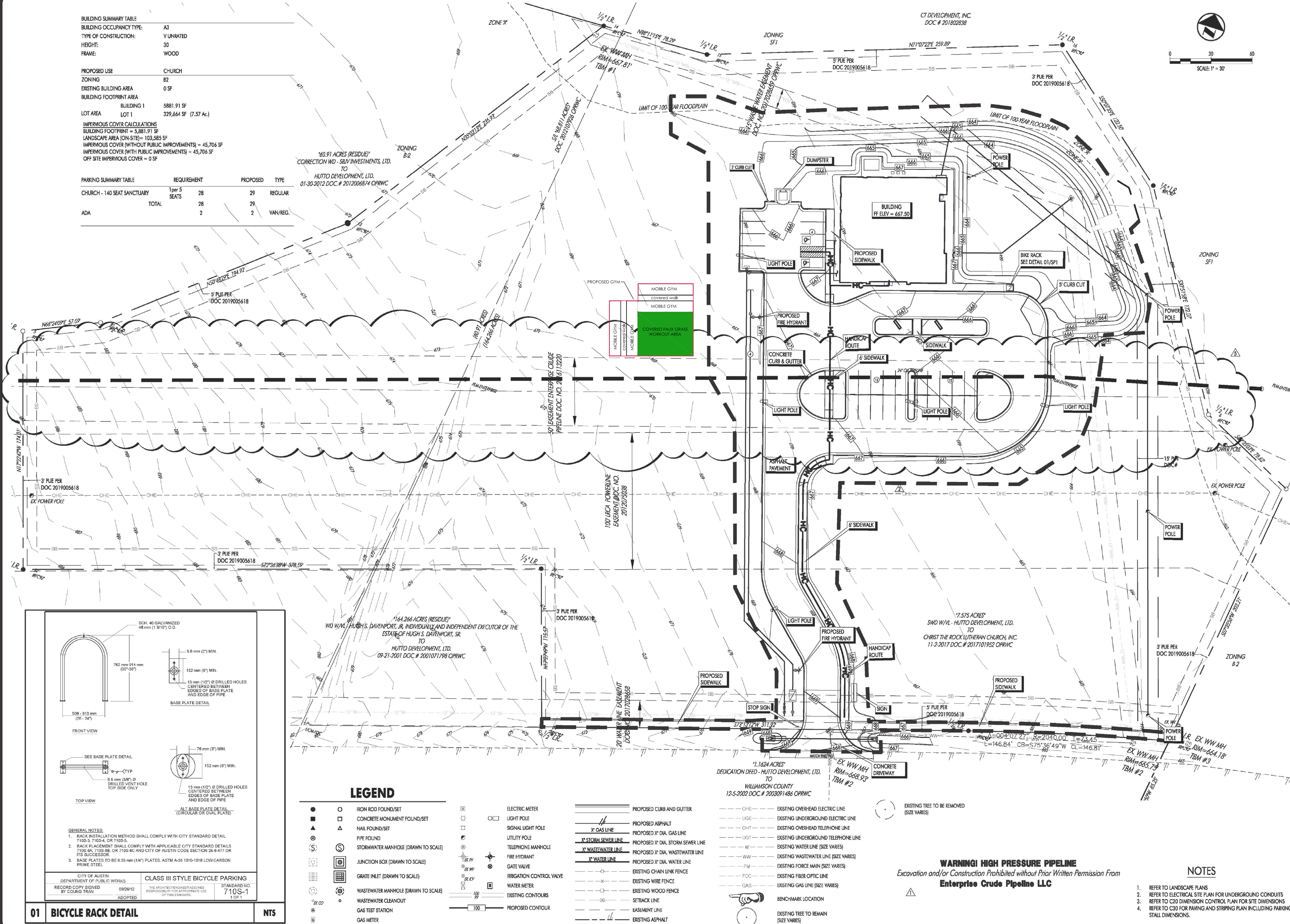
Attest:

, City Secretary

BUILDING SUMMARY TABLE	
BUILDING OCCUPANCY TYPE:	A3
TYPE OF CONSTRUCTION:	UNRATED
HEIGHT:	30
FRAME:	WOOD
PROPOSED USE	
CHURCH	
ZONING	B2
EXISTING BUILDING AREA	0 SF
BUILDING FOOTPRINT AREA	
BUILDING 1	5881.91 SF
LOT 1	329,664 SF (7.57 Ac.)

IMPERVIOUS COVER CALCULATIONS
 BUILDING FOOTPRINT = 5,881.91 SF
 LANDSCAPE AREA (ON-SITE) = 103,365 SF
 IMPERVIOUS COVER (WITHOUT PUBLIC IMPROVEMENTS) = 45,706 SF
 IMPERVIOUS COVER (WITH PUBLIC IMPROVEMENTS) = 45,706 SF
 OFF-SITE IMPERVIOUS COVER = 0 SF

PARKING SUMMARY TABLE		REQUIREMENT	PROPOSED	TYPE
CHURCH - 140 SEAT SANCTUARY	1 per 5 SEATS	28	29	REGULAR
	TOTAL	28	29	
ADA		2	2	VAN/REG.



- GENERAL NOTES:
1. RACK INSTALLATION METHOD SHALL COMPLY WITH CITY STANDARD DETAIL 7105-3, 7105-4, OR 7105-5.
 2. RACK PLACEMENT SHALL COMPLY WITH APPLICABLE CITY STANDARD DETAILS 7105-6A, 7105-6B, OR 7105-6C AND CITY OF AUSTIN CODE SECTION 28-8-4.7.7 OR ITS SUCCESSOR.
 3. BASE PLATES TO BE 6.35 mm (1/4") PLATES, ASTM A-36 1010-1018 LOW CARBON PRIME STEEL.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		CLASS III STYLE BICYCLE PARKING	
RECORD COPY SIGNED BY CONG TRAN	09/09/12 ADOPTED	STANDARD NO. 7105-1	1 OF 1

01 BICYCLE RACK DETAIL

NTS

LEGEND

●	IRON ROD FOUND/SET	⊠	ELECTRIC METER
□	CONCRETE MONUMENT FOUND/SET	⊠	LIGHT POLE
▲	NAIL FOUND/SET	⊠	SIGNAL LIGHT POLE
⊙	PIPE FOUND	⊠	UTILITY POLE
⊙	STORMWATER MANHOLE (DRAWN TO SCALE)	⊠	TELEPHONE MANHOLE
⊙	JUNCTION BOX (DRAWN TO SCALE)	⊠	FIRE HYDRANT
⊙	GRATE INLET (DRAWN TO SCALE)	⊠	GATE VALVE
⊙	WASTEWATER MANHOLE (DRAWN TO SCALE)	⊠	IRRIGATION CONTROL VALVE
⊙	WASTEWATER CLEANOUT	⊠	WATER METER
⊙	GAS TEST STATION	⊠	EXISTING CONTOURS
⊙	GAS METER	⊠	PROPOSED CONTOUR

—	PROPOSED CURB AND GUTTER
—	PROPOSED ASPHALT
—	PROPOSED X" DIA. GAS LINE
—	PROPOSED X" DIA. STORM SEWER LINE
—	PROPOSED X" DIA. WASTEWATER LINE
—	PROPOSED X" DIA. WATER LINE
—	EXISTING CHAIN LINK FENCE
—	EXISTING WIRE FENCE
—	EXISTING WOOD FENCE
—	SETBACK LINE
—	EASEMENT LINE
—	EXISTING ASPHALT

—	EXISTING OVERHEAD ELECTRIC LINE
—	EXISTING UNDERGROUND ELECTRIC LINE
—	EXISTING OVERHEAD TELEPHONE LINE
—	EXISTING UNDERGROUND TELEPHONE LINE
—	EXISTING WATER LINE (SIZE VARIES)
—	EXISTING WASTEWATER LINE (SIZE VARIES)
—	EXISTING FORCE MAIN (SIZE VARIES)
—	EXISTING FIBER OPTIC LINE
—	EXISTING GAS LINE (SIZE VARIES)
—	BENCHMARK LOCATION
—	EXISTING TREE TO REMAIN (SIZE VARIES)

⊠	EXISTING TREE TO BE REMOVED (SIZE VARIES)
---	---

WARNING! HIGH PRESSURE PIPELINE
 Excavation and/or Construction Prohibited without Prior Written Permission From
Enterprise Crude Pipeline LLC

NOTES

1. REFER TO LANDSCAPE PLANS
2. REFER TO ELECTRICAL SITE PLAN FOR UNDERGROUND CONDUITS
3. REFER TO C20 DIMENSION CONTROL PLAN FOR SITE DIMENSIONS
4. REFER TO C30 FOR PAVING AND STRIPING PLAN INCLUDING PARKING STALL DIMENSIONS.

SITE DEVELOPMENT PLANS
CHRIST THE ROCK CHURCH
3250 LIMMER LOOP
HUTTO, TX 78634

REVISIONS	
NO.	DESCRIPTION
1	10-28-2019 ADD ENTERPRISE NOTE
2	11-12-2019 ADJUST SITE PLAN DUE TO ENTERPRISE OIL PIPE LOCATION
3	7-14-2020 ADJUSTED ENTERPRISE EASEMENT AND PIPE LOCATION BY SURVEY

HEA PROJECT NO. 18-015
 ISSUED DATE: 7/14/2020

SITE PLAN

SHEET NO.	
SP1	
05	
SITE PLAN NO.	

HAGOOD
 ENGINEERING ASSOCIATES

900 E. Main Street
 Round Rock, TX 78664
 Phone (512) 244-1544
 Fax (512) 244-1010
 www.hagood.com
 TPE Registration No. F-12709

TERRY R. HAGOOD
 529.60
 PROFESSIONAL ENGINEER
 STATE OF TEXAS

THE SEAL REFERRING ON THIS DOCUMENT WAS
 AUTHORIZED BY TERRY R. HAGOOD, P.E.
 LICENSE NO. 529.60
 THIS DRAWING MAY NOT BE REPRODUCED WITHOUT THE
 WRITTEN CONSENT OF THE ENGINEER AND
 THEN ONLY IN ACCORDANCE WITH THE RULES OF THE
 TEXAS ENGINEERING BOARD ACT.

JOB NO. 18-015-05 2019 HEA, Inc.
 DATE SIGNED: 7/14/2020
 ISSUED FOR: CONSTRUCTION

AGENDA ITEM REPORT

9.4.



To: Planning and Zoning Commission
Subject: Consideration of a public hearing and possible action on Ordinance No. O-2022-009 approving a Specific Use Permit for the property known as Hippo Café, 109 East Front Street, to allow a drive-thru window and approach. (Ashley Lumpkin)
Meeting: Thursday, March 3, 2022
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

This item was postponed from the February 3, 2022 City Council meeting that was canceled due to inclement weather. Because this item is a public hearing, the public hearing had to be posted again, thus the delay in bringing the project back to City Council for possible action.

The proposal consists of a .81 parcel, more or less, in the Megee's First Addition, Lots 1-10, Block 2. The restaurant was constructed in 2013. The property is zoned SD-A (Special District). A Specific Use Permit is required for drive-thru uses.

WEST: SD-A Special District, Commercial and Residential Uses

NORTH: Railroad and Highway 79

EAST: SD-A Special District, Vacant

SOUTH: OT-4R Urban Residential, Residential and Vacant

SUMMARY OF REQUEST:

The Hippo Café is currently an eat-in and take-out restaurant. They are proposing adding a drive-thru window and menu board on the east side of the building. The proposal also includes adding asphalt pavement where there is currently a gravel drive. The driveway will be 17' plus wide. The menu board is located 60 feet from the proposed window and 80 feet from the street. The proposed drive-thru and window location meets the requirements per the UDC.

Staff sent notices to adjacent property owners within 600' and to date has received five responses.

STAFF REVIEW:

Staff recommends approval of the Proposed SUP for drive-thru and access drive.

FINANCIAL IMPACT:

Not applicable to this request.

POLICY IMPLICATIONS:

AGENDA ITEM REPORT

9.4.



Not applicable to this request.

ATTACHMENTS:

1. Hippo Cafe Drive Thru Application
2. (Ord)Drivethrough Hippo Cafe SUP
3. Updated Site Plan
4. Public Hearing Sign
5. 600' Buffer Map Hippo Cafe Drive Thru
6. Favor (Zuber)
7. Object(Chepulis)
8. Favor(Bartlett)
9. Favor(Daisy)
10. Favor(Sanchez)



SPECIFIC USE PERMIT
APPLICATION

Must be accompanied by a
Master Application
May 2019

City of Hutto Development Services
500 W. Live oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: 21212 Hippo Cafe
PROPERTY ADDRESS: 109 E Front st Hutto, Tx, 78634
Current zoning district: SD-A Current Use: Restaurant
Proposed Use: Drive thru window Code reference for specific use permit requirement: 16.304.10
Current zoning: North of property: _____ South of property: _____
East of property: _____ West of property: _____

FEES ☐ All required fees may be provided by cash, credit card or check made payable to: City of Hutto

REQUIRED FOR SUBMITTAL

All items listed must be included with application, unless otherwise noted.

- ☒ Complete Master application and Specific Use Permit application.
- ☐ Applicant has coordinated with staff on submittal requirements.
- ☐ Proof of ownership (copy of deed).
- ☒ Sketch of property by a registered professional land surveyor on (1) 8 1/2" x 11".
- ☐ Letter of intent explaining reason(s) for request.
- ☒ List of all property owners (from WCAD) within 200-ft of subject property.

REVIEW CRITERIA

- ☐ Uses requiring a specific use permit are listed in the permitted use tables of the UDC.
- ☐ Proposed use conforms to code requirements and is consistent with the comprehensive plan, community, neighborhood and other applicable land use and development plans.
- ☐ Proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.
- ☐ Site is a legal building lot.

PROCESSING

- ☐ Application intake, staff review and determination that it is complete, meeting scheduling, public notification (mailed/published/website notification).
- ☐ Notification required 16 days prior to scheduled meeting date (published).
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FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Check No.	Fees paid	PZ Mtg. date	CC Mtg. date



MASTER APPLICATION

Must accompany all application types unless otherwise indicated

City of Hutto Development Service:
500 W. Live Oak Street
Hutto TX 78634
Permits & Inspections: 512-846-26
Planning: 512-759-3479
Engineering: 512-759-4038
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: 21212 Hippo Café

APPLICATION TYPE: _____

APPLICANT INFORMATION (property owner or authorized agent) this will be the City's official contact.

Name: Anthony Mullens
Company Name: Renaissance Contracting LLC
Address: 13492 N. Hwy 183 #120, Austin, TX, 78750
Phone: 512-691-9047 Email: accounting@rcgroup.cc

PROPERTY INFORMATION

Address: 109 E Front St, Hutto, TX, 78634
Legal Description: Deed Lot(s) _____ Block _____ Subdivision _____
Reference: Volume _____ Page(s) _____ or Document No. _____
City Limits ☒ ETJ ☐ Current Zoning District: _____

PROPERTY OWNER INFORMATION

Name: Gary Bartlett
Company Name: _____
Address: 109 E. Front St, Hutto, TX, 78634
Phone: 254-760-4440 Email: _____

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

By my signature I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the submittal of this application. Additionally, my signature below indicates my awareness of the fee(s) required at the time of application submittal and that this fee(s) is non-refundable even in the event of application withdrawal or if reviewed and denied.

By signing this form, the owner of the property authorizes the City of Hutto to begin proceedings in accordance with the process for the type of application indicated on page one of this application. The owner further acknowledges that submittal of an application does not in any way obligate the City to approve the application and that although City staff may make certain recommendations regarding this application, the City Council may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

Gary Bartlett
Property Owner Signature

GARY BARTLETT
Property Owner Printed Name

10-27-21
Date

THE STATE OF TEXAS

COUNTY OF Williamson

Before me, the undersigned authority, on this day personally appeared Gary Bartlett, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 27th day of October, 2021

K. Diaz
Notary Public Signature

Kelli Diaz
Notary Public Printed Name



If there are multiple property owners attach separate page(s) with notarized signature(s)

Letter of Intent

Owner: Hippo Café

Phone: 512.759.3729

109 E Front St, Hutto, TX, 78634

Email: gm@hippocafe.com

Contractor: Renaissance Contracting LLC.

Phone: 512.691.9047

13492 N Hwy 183 Ste #120, Austin, TX, 78750

Email: uziel@rcgroup.cc

To whom it may concern:

Hippo Café is a restaurant and we employed Renaissance Contracting LLC. to add on to the existing building a drive thru window and a drive thru. If you have any questions, please contact us at 512.759.3729, or you can also call our builder at 512.691.9047.

Thank You,

A handwritten signature in black ink, appearing to read 'B - Z - S' with a stylized flourish at the end.

Brian Leszcynski

General Manager

Property	Owner	Property Address	Tax Year	2022 Market Value
R021653	SUMMER LEGACY LLC	109 FRONT ST W, HUTTO, TX 78634	2022	N/A

2022 GENERAL INFORMATION

Property Status	Active
Property Type	Land
Legal Description	S5229 - Old Town Addn, BLOCK 1, Lot 6 (PT) & 7-9, ACRES 0.186
Neighborhood	T14QN - Hutto Nom-imp
Account	R-14-2008-0001-0007
Related Properties	R021652, R493588, P495217
Map Number	3-4357

2022 VALUE INFORMATION

Improvement Homesite Value	N/A
Improvement Non-Homesite Value	N/A
Total Improvement Market Value	N/A
Land Homesite Value	N/A
Land Non-Homesite Value	N/A
Land Agricultural Market Value	N/A
Total Land Market Value	N/A
Total Market Value	N/A
Agricultural Use	N/A
Timber Use	N/A
Total Appraised Value	N/A
Homestead Cap Loss	N/A
Total Assessed Value	N/A

2022 OWNER INFORMATION

Owner Name	SUMMER LEGACY LLC
Owner ID	O0417378
Exemptions	
Percent Ownership	100%
Mailing Address	PO BOX 26539 AUSTIN, TX 78755-0539
Agent	-

2022 ENTITIES & EXEMPTIONS

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
CAD- Williamson CAD		N/A	N/A	N/A	N/A
CHU- City of Hutto		N/A	N/A	N/A	N/A
F00- Wmsn ESD #3		N/A	N/A	N/A	N/A
GWl- Williamson CO		N/A	N/A	N/A	N/A
J02- EWC Higher Ed Center		N/A	N/A	N/A	N/A
RFM- Wmsn CO FM/RD		N/A	N/A	N/A	N/A
SHU- Hutto ISD		N/A	N/A	N/A	N/A
W09- Upper Brushy Creek WCID		N/A	N/A	N/A	N/A

Improvement square footage on this page is NOT representative of leasable area utilized for income valuation of commercial properties. For that data please contact our office.

2022 IMPROVEMENTS

⌵ Expand/Collapse All

Improvement #1	State Code	Homesite	Total Main Area (Exterior Measured)	Market Value
-	A1 - Residential Single Family	Yes	792 Sq. Ft	N/A

RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	Main Area	1945	792	N/A	⌵ Details
2	Open Porch	-	96	N/A	⌵ Details
3	Screen Porch	1945	128	N/A	⌵ Details

2022 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE	TIM USE	LAND SIZE
1 - Residential	A1 - Residential Single	Yes	N/A	N/A	N/A	8,102 Sq. ft

TOTALS

8,102 Sq. ft / 0.186000
acres

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG USE	APPRAISED	HS CAP LOSS	ASSESSED
2021	\$13,547	\$60,766	\$74,313	\$0	\$0	\$74,313	\$0	\$74,313
2020	\$13,525	\$57,727	\$71,252	\$0	\$0	\$71,252	\$0	\$71,252
2019	\$14,204	\$60,036	\$74,240	\$0	\$0	\$74,240	\$0	\$74,240
2018	\$14,976	\$58,456	\$73,432	\$0	\$0	\$73,432	\$0	\$73,432
2017	\$13,291	\$58,456	\$71,747	\$0	\$0	\$71,747	\$0	\$71,747

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
1/13/2009	ZARAFSHANI, ADAM	SUMMER LEGACY LLC	2009002401	
9/30/2004	GONZALES, ERNEST & ELED E	ZARAFSHANI, ADAM	2004078671	
4/15/2002	GONZALES MIGUEL & ENEMENCIA	GONZALES, ERNEST & ELED E	2002034147	
12/23/1993	GONZALES SANTOS & JOSEPHA	GONZALES SANTOS & JOSEPHA	-	2436/0771
2/18/2000	GONZALES MIGUEL & ENEMENCIA	GONZALES MIGUEL & ENEMENCIA	-	2000/011569
1/4/1999	MORALES, ELVERA ETAL	GONZALES MIGUEL & ENEMENCIA	9902122	
9/26/1986	GONZALES SANTOS & JOSEPHA	MORALES, ELVERA ETAL	-	AFFIDAVIT OF HEIRSHI/V1420/P114-117
4/1/1984	GONZALES, SANTOS	GONZALES SANTOS & JOSEPHA	-	360/322

Property
P495217

Owner
HIPPO CAFE

Property Address
109 FRONT ST W, HUTTO, TX 78634

Tax Year
2022

2022 Market Value
N/A

2022 GENERAL INFORMATION

Property Status
Active

Property Type
BPP4-GTO

Legal Description
BUSINESS PERSONAL PROPERTY @ 109 W FRONT ST

Neighborhood
-

Account
P-14-P194-2040-4125-06

Related Properties
R021653

Map Number
-

2022 VALUE INFORMATION

Total Assessed Value

N/A

2022 OWNER INFORMATION

Owner Name
HIPPO CAFE

Owner ID
O0610825

Exemptions

Percent Ownership
100%

Mailing Address
109 FRONT ST W HUTTO, TX 78634

Agent
-

2022 ENTITIES & EXEMPTIONS

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
CAD- Williamson CAD		N/A	N/A	N/A	N/A
☒ CHU- City of Hutto		N/A	N/A	N/A	N/A
☒ F00- Wmsn ESD #3		N/A	N/A	N/A	N/A
☒ GWI- Williamson CO		N/A	N/A	N/A	N/A
☒ J02- EWC Higher Ed Center		N/A	N/A	N/A	N/A
☒ RFM- Wmsn CO FM/RD		N/A	N/A	N/A	N/A
☒ SHU- Hutto ISD		N/A	N/A	N/A	N/A
☒ W09- Upper Brushy Creek WCID		N/A	N/A	N/A	N/A

Improvement square footage on this page is NOT representative of leasable area utilized for income valuation of commercial properties. For that data please contact our office.

2022 SEGMENTS

Segment #1

Total Value

Inventory

N/A

Segment #2

Total Value

Furniture And Fixtures

N/A

VALUE HISTORY

YEAR	VALUE
2021	\$20,850
2020	\$23,142

REPRINTED TAX RECEIPT



Receipt Number: GT-2021-3315860

Payor:

HIPPO CAFE (O0684863)
109 FRONT ST W
HUTTO, TX 78634

Owner:

HIPPO CAFE (O0684863)
109 FRONT ST W
HUTTO, TX 78634

Quick Ref ID:

P495217

Owner:

HIPPO CAFE (O0684863)

Owner Address:

109 FRONT ST W
HUTTO, TX 78634

Property:

P-14-P194-2040-4125-06

Legal Description:

BUSINESS PERSONAL PROPERTY @
109 W FRONT ST

Situs Address:

109 FRONT ST W HUTTO, TX 78634

Tax Year/Taxing Entity	Taxable Value	Tax Rate	Levy	Tax Paid	Amt Paid
2020					
City of Hutto	23,142	0.600000	138.85	138.85	138.85
Wmsn Co ESD #3	23,142	0.100000	23.15	23.15	23.15
Williamson CO	23,142	0.418719	96.90	96.90	96.90
Wmsn CO FM/RD	23,142	0.040000	9.26	9.26	9.26
Hutto ISD	23,142	1.466500	339.37	339.37	339.37
Upper Brshy Cr	23,142	0.020000	4.63	4.63	4.63
EWC Higher Ed	23,142	0.048440	11.21	11.21	11.21
2020 Totals			623.37	623.37	623.37

Total Payment Amount623.37

Check (Ref # 6828) Tendered623.37

Total Tendered623.37

Remaining Balance Due, including other fees,
as of 10/27/2021587.04

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Date Paid:01/08/2021

Effective Date:01/07/2021

Station:PTManager

Cashier:JeanetteG

Property Owner Property Address
 P495217 HIPPO CAFE 109 FRONT ST W HUTTO, TX 78634

Tax Year
 2021

2021 Assessed Value
CERTIFIED \$20,850

2021 GENERAL INFORMATION

Property Status **Active**
 Property Type **Personal**
 Legal Description **BUSINESS PERSONAL PROPERTY @ 109 W FRONT ST**
 Neighborhood **-**
 Account **P-14-P194-2040-4125-06**
 Map Number **-**

2021 OWNER INFORMATION

Owner Name **HIPPO CAFE**
 Owner ID **O0684863**
 Exemptions
 Percent Ownership **100%**
 Mailing Address **109 FRONT ST W HUTTO, TX 78634**
 Agent **-**

2021

Tax Statement Details

TAXING ENTITY	TOTAL TAXES DUE	DATE PAID	AMOUNT PAID	BALANCE
City of Hutto	\$123.03	-	\$0.00	\$123.03
EWC Higher Ed Center	\$10.22	-	\$0.00	\$10.22
Hutto ISD	\$325.74	-	\$0.00	\$325.74
Upper Brshy Cr WC&ID 1A	\$4.01	-	\$0.00	\$4.01
Williamson CO	\$91.93	-	\$0.00	\$91.93
Wmsn Co ESD #3	\$22.94	-	\$0.00	\$22.94
Wmsn CO FM/RD	\$9.17	-	\$0.00	\$9.17
TOTALS	\$587.04		\$0.00	\$587.04

TOTAL TAXES DUE	Effective Date:
	10/27/2021
Current Amount Due	\$587.04
Past Years Due	\$0.00
Total Due	\$587.04

2020

Tax Statement Details

TAXING ENTITY	TOTAL TAXES DUE	DATE PAID	AMOUNT PAID	BALANCE
City of Hutto	\$138.85	1-8-2021	\$138.85	\$0.00
EWC Higher Ed Center	\$11.21	1-8-2021	\$11.21	\$0.00
Hutto ISD	\$339.37	1-8-2021	\$339.37	\$0.00
Upper Brshy Cr WC&ID 1A	\$4.63	1-8-2021	\$4.63	\$0.00
Williamson CO	\$96.90	1-8-2021	\$96.90	\$0.00
Wmsn Co ESD #3	\$23.15	1-8-2021	\$23.15	\$0.00
Wmsn CO FM/RD	\$9.26	1-8-2021	\$9.26	\$0.00
TOTALS	\$623.37		\$623.37	\$0.00

DISCLAIMER

When using the online property tax payment option, there is a \$1.50 fee for all e-checks and a 2.15% fee for all credit card transactions. The vendor fees associated with credit card transactions and e-checks are passed along to the credit card or e-check users and are not paid by the Williamson County budget. Payments made using this service may take approximately 5-7 business days to post in our system and will show the date paid as the original payment date. If you received a tax bill and you have an escrow account, proper notification may not have been received from your mortgage company's tax service. Every effort has been made to offer the most current and correct information possible on these pages. The information included on these pages has been compiled by County staff from a variety of sources, and is subject to change without notice. The Williamson County Tax Office makes no warranties or representations whatsoever regarding the quality, content, completeness, accuracy or adequacy of such information and data. Williamson County Tax Office reserves the right to make changes at any time without notice. Original records may differ from the information on these pages. Verification of information on source documents is recommended. By using this application, you assume all risks arising out of or associated with access to these pages, including but not limited to risks of damage to your computer, peripherals, software and data from any virus, software, file or other cause associated with access to this application. The Williamson County Tax Office shall not be liable for any damages whatsoever arising out of any cause relating to use of this application, including but not limited to mistakes, omissions, deletions, errors, or defects in any information contained in these pages, or any failure to receive or delay in receiving information.

ORDINANCE NO. 2022-005

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A DRIVE THROUGH IN THE SD-A (SPECIAL DISTRICT) ZONING DISTRICT AT 109 EAST FRONT STREET, 0.81 ACRES, MORE OR LESS, OF LAND, MEGEES 1ST ADDITION BLK 2 LTS 1-10 & ALLEY AMENDED PLAT, 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 drive through use in the SD-A (Special District) zoning district at the property known as 109 East Front Street, Megee's First Addition, Lots 1-10, Block , described in Exhibit "A", being attached hereto and incorporated herein, and;

WHEREAS, on the 4th day of January, 2022, 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 4th day of January, 2022, and;

WHEREAS, on the 3rd day of February 2022, 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 (2020 Edition, as amended), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

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

SECTION I.

1.

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

10.203.18.3 Criteria

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

10.203.18.5 Conditions

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

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

10.203.18.6 Amendments

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

10.204.2 Effective date and expiration

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

2.

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

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

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and **APPROVED** on first reading on this the **3rd** day of **February 2022** 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 **3rd** day of **February 2022** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

, City Secretary

REMODEL COMMERCIAL SPACE
FOR
HIPPO CAFE
109 E FRONT ST,
HUTTO, TX 78634

INDEX OF DRAWINGS

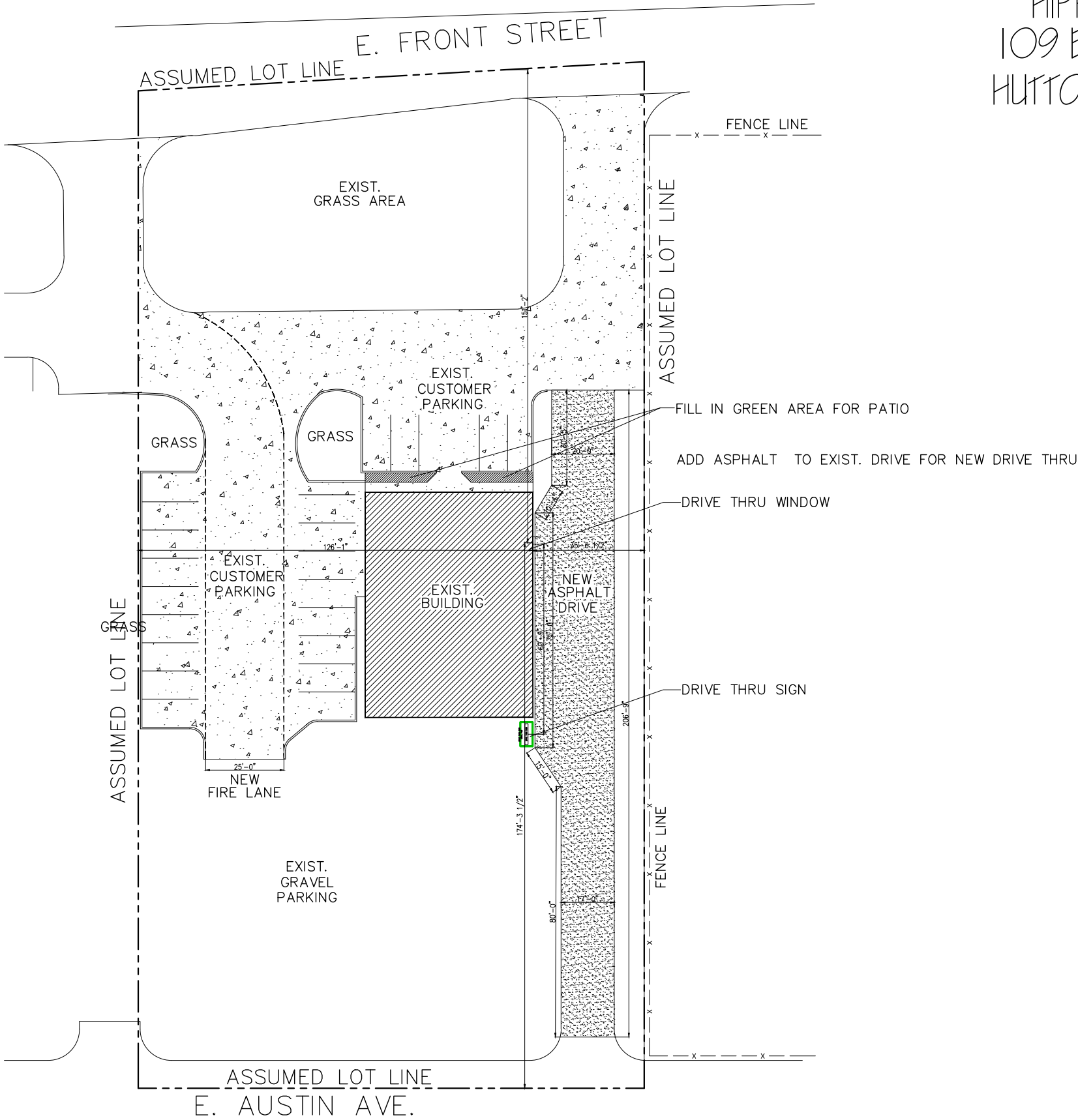
CI - COVER / SITE PLAN

AI - EXIST./ DEMO/ PROP. FLOOR PLAN

A2 - SECTIONS A-A & B-B

GENERAL PLAN NOTES

1. These plans conform to the 2015 IRC except as noted otherwise or as amended by specific jurisdiction.
2. Foundation Plans to be site specific & are engineered for each lot. Conflicts on plans shall be directed to the foundation engineer.
3. The requirements of the IECC Code are already incorporated on these plans; specific city requirements shall be noted where
4. Called-out dimensions govern over scaled dimensions
5. Details take precedence over drawing notes
6. Contractor shall verify all dimensions & coordinate with other trades to ensure conformance to these plans & specifications. Deviations & alternatives should be input upon on site conditions.



SITE PLAN

SCALE: 1:40

Renaissance

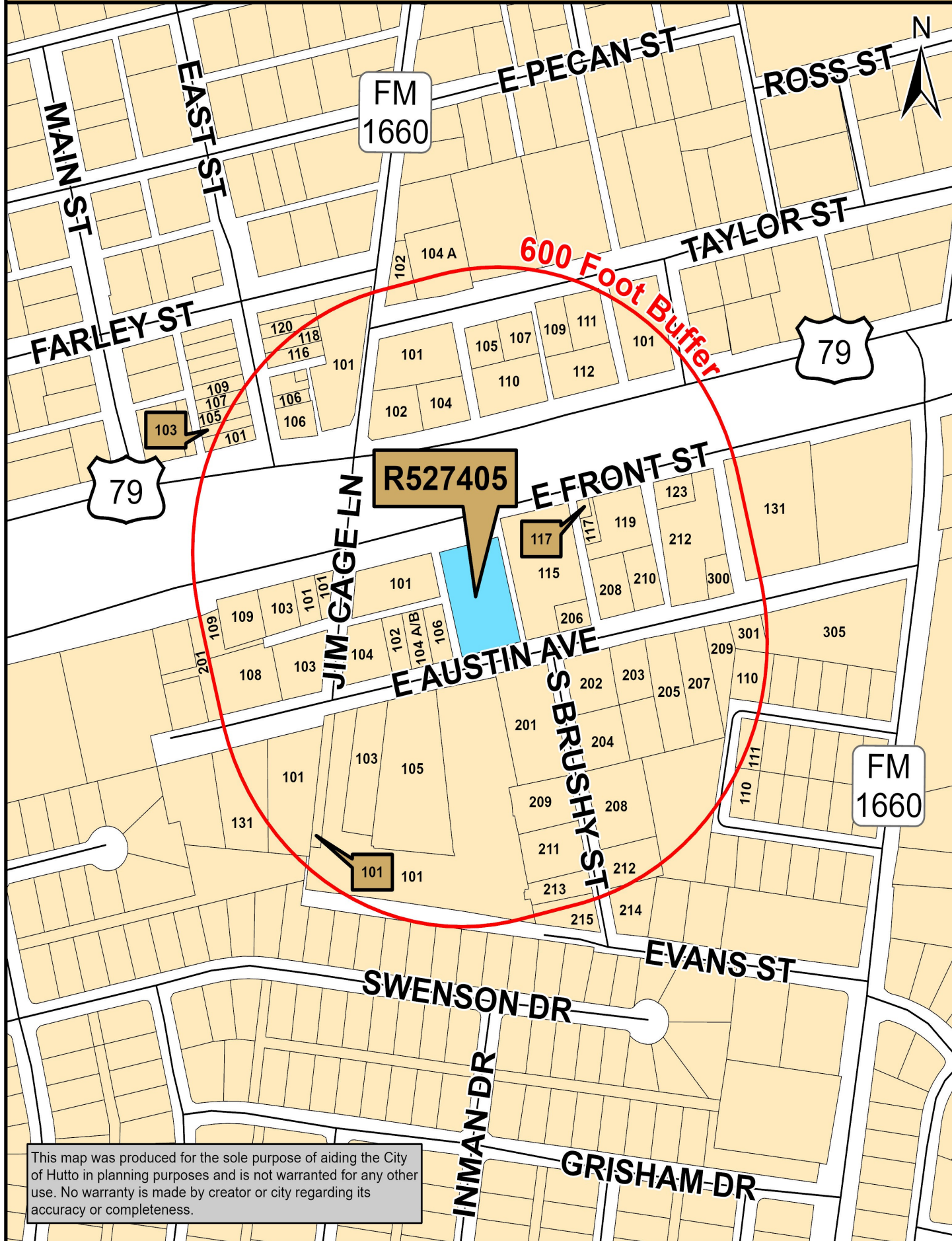
CONSTRUCTION FOR
HIPPO CAFE
109 E FRONT ST,
HUTTO, TX 78634

SHEET:
CI
OF: 1



Hippo Cafe
Notice of Public Hearing
on Proposed:
PUBLIC HEARING
DATE: 10/12/2023
TIME: 10:00 AM
LOCATION: 10000 N. Loop West
Room 1000
For more information please call
Development Services 512-531-5400

Hippo Cafe Drive-Thru SUP (109 East Front Street)

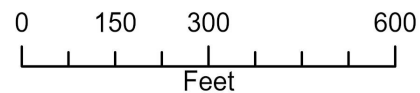


This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.

Map Document: (K:\Site_Location_Maps\2021_Site_Location_

Maps\Hippo_Cafe_Drive_Thru_SUP_109_East_Front_Street.mxd)

11/9/2021 -- 11:11:39 AM





**PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE
PLANNING & ZONING COMMISSION ON: DECEMBER 7, 2021
CITY COUNCIL ON: JANUARY 6, 2022
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 **Hippo Café 109 East Front Street**, to allow a drive-thru window and approach (UDC 10.304.10).

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 **Hippo Café 109 East Front Street**.

Name:

Watson Dental Lab

Address:

131 W. Austin Ave. Hutto, TX 78634

☒ **I AM IN FAVOR**

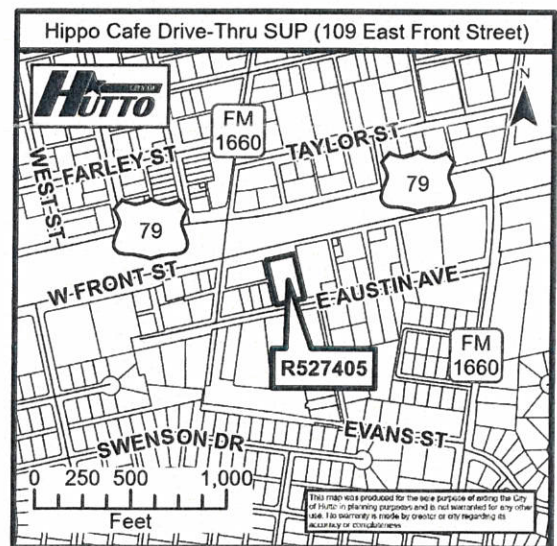
☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP

Wish them the very
best.

Mike & Lora Zuber





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SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Specific Use Permit request for the property known as **Hippo Café 109 East Front Street**.

Name: WARD LKEPULIS

Address: 101 Anthony St

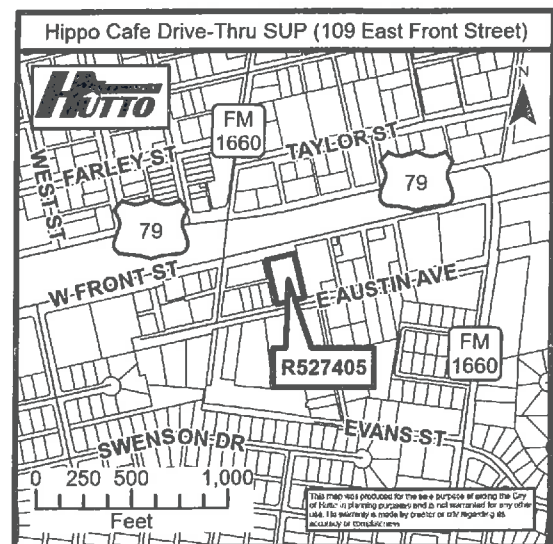
☐ I AM IN FAVOR

☒ OBJECT

Write comments below, attach additional pages if needed.

NEED Feasibility Study on owner of Cafe. Traffic line on side Road or Neighboring Parking Lot not set up for this. Longest when Train is passing is Bad enough.

SITE LOCATION MAP





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SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Specific Use Permit request for the property known as **Hippo Café 109 East Front Street**.

Name:

GARY BARTLETT

Address:

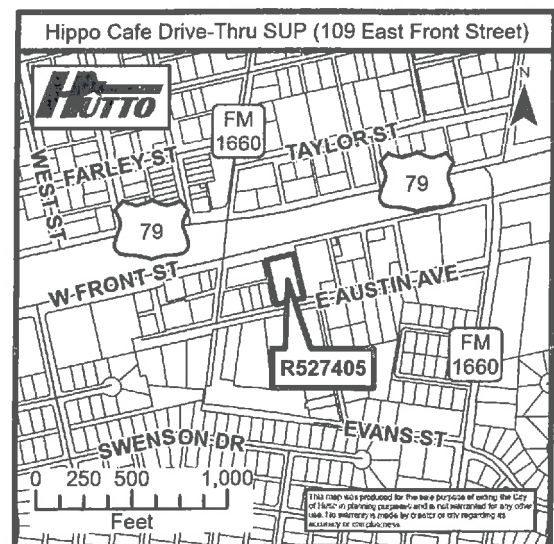
125 LALEY LOU LN. SALADO, TX 76571

☒ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP





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SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Specific Use Permit request for the property known as **Hippo Café 109 East Front Street**.

Name:

Andrea Faur, Daisy Development

Address:

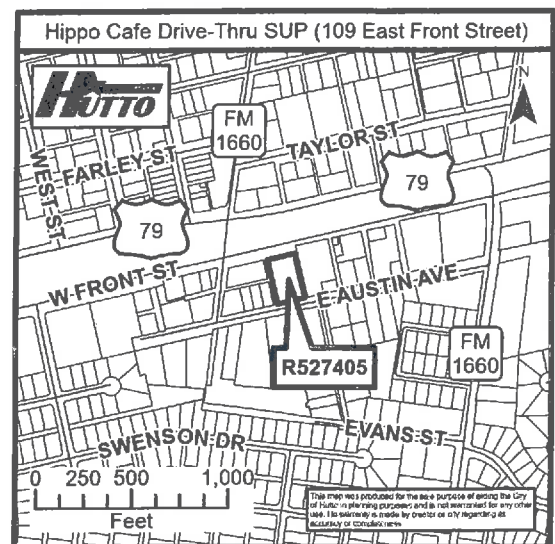
102 E Hwy 79, Hutto, TX 78634

☒ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP





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SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Specific Use Permit request for the property known as **Hippo Café 109 East Front Street**.

Name:

JESSE MANUEL SANCHEZ

Address:

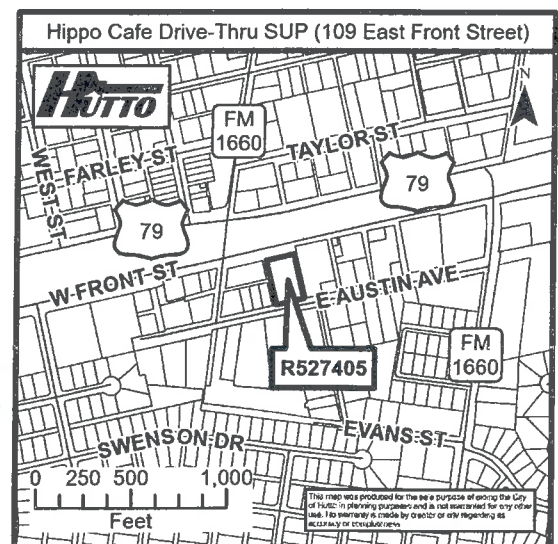
213 Brushy ST, Hutto TX 78634

☒ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



AGENDA ITEM REPORT

9.5.



To: Planning and Zoning Commission
Subject: Consideration of a public hearing and possible action on Ordinance No. O-2022-006 approving a Specific Use Permit for the property known as 106 Taylor Street, to allow a medical office (dental) and associated parking. (Ashley Lumpkin)
Meeting: Thursday, March 3, 2022
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

This item was postponed from the February 3, 2022 City Council meeting that was canceled due to inclement weather. Because this item is a public hearing, the public hearing had to be posted again, thus the delay in bringing the project back to City Council for possible action.

The proposal consists of a one (1) acre parcel, more or less, in the City of Hutto Addition, Lot 5, Block G. The property is zoned Old Town 4 Transition (OT-4T). It was remodeled in 2017 and 2018 and has previously been converted into commercial space. A Specific Use Permit is required for medical offices.

WEST: OT-4T, Commercial Uses
NORTH: OT-3, Residential Property
EAST: OT-4T, Residential Property
SOUTH: OT-4T, Residential Property

SUMMARY OF REQUEST:

The property at 106 Taylor Street currently consists of a large historical home and gravel parking lot. The applicants propose to remodel the interior of the home to allow for a dental office. The existing gravel parking areas will also be required to be paved and striped in accordance with the UDC.

Staff sent notices to 82 adjacent property owners within 600' and to date has received one response in favor.

STAFF REVIEW:

Staff recommends approval of the Proposed SUP for medical office.

FINANCIAL IMPACT:

Not applicable to this request.

AGENDA ITEM REPORT

9.5.



POLICY IMPLICATIONS:

Not applicable to this request.

ATTACHMENTS:

1. Specific Use Permit Application
2. (Ord)Medical Office SUP
3. Letter of Zoning Change
4. Site Concept Plan
5. Plat Document
6. Photo 1
7. Photo 2
8. 106 Taylor Notification Map
9. Favor 12.20.21



**SPECIFIC USE PERMIT
APPLICATION**

Must be accompanied by a
Master Application
May 2019

City of Hutto Development Services
500 W. Live oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Dental Office

PROPERTY ADDRESS: 106 Taylor Street Hutto, Texas 78634

Current zoning district: OT-4T Current Use: Renovated home

Proposed Use: Dental Office Code reference for specific use permit requirement: 10.304.6

Current zoning: North of property: OT-3 South of property: OT-4T
East of property: OT-4T West of property: OT-4T

FEES ☐ All required fees may be provided by cash, credit card or check made payable to: City of Hutto

REQUIRED FOR SUBMITTAL

All items listed must be included with application, unless otherwise noted.

- ☒ Complete Master application and Specific Use Permit application.
- ☒ Applicant has coordinated with staff on submittal requirements.
- ☒ Proof of ownership (copy of deed).
- ☒ Sketch of property by a registered professional land surveyor on (1) 8 1/2" x 11".
- ☒ Letter of intent explaining reason(s) for request.
- ☒ List of all property owners (from WCAD) within 200-ft of subject property.

REVIEW CRITERIA

- ☒ Uses requiring a specific use permit are listed in the permitted use tables of the UDC.
- ☒ Proposed use conforms to code requirements and is consistent with the comprehensive plan, community, neighborhood and other applicable land use and development plans.
- ☒ Proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.
- ☒ Site is a legal building lot.

PROCESSING

- ☐ Application intake, staff review and determination that it is complete, meeting scheduling, public notification (mailed/published/website notification).
- ☐ Notification required 16 days prior to scheduled meeting date (published).
- ☐ Notification required 16 days prior to scheduled meeting date (mailed).
- ☐ All final documents related to commission action are required 10 days prior to scheduled meeting date.
- ☐ All final documents related to city council action are required 10 days prior to scheduled meeting date.

FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Check No.	Fees paid	PZ Mtg. date	CC Mtg. date



MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated
May 2019

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Dental Office APPLICATION TYPE Specific Use

APPLICANT INFORMATION (property owner or authorized agent) This will be the City's official contact

Name: Jen Henderson, PE
Company Name: Henderson Professional Engineers
Address: 600 Round Rock West Drive, Suite 604 Round Rock, Texas 78681
Phone: 512.350.6228 Email: Jen@Hendersonpe.com

PROPERTY INFORMATION

Address: 106 Taylor Street Hutto, Texas 78634
Legal Description: Lot(s) 5 Block G Subdivision Hutto City of
Deed Reference: Volume _____ Page(s) _____ or Document No. 195409187G-1
City Limits or ETJ: City Limits Current Zoning District: OT-4T

PROPERTY OWNER INFORMATION

Name: _____
Company Name: _____
Address: _____
Phone: _____ Email: _____

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

By my signature I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the submittal of this application. Additionally, my signature below indicates my awareness of the fee(s) required at the time of application submittal and that this fee(s) is non-refundable even in the event of application withdrawal or if reviewed and denied.

By signing this form, the owner of the property authorizes the City of Hutto to begin proceedings in accordance with the process for the type of application indicated on page one of this application. The owner further acknowledges that submittal of an application does not in any way obligate the City to approve the application and that although City staff may make certain recommendations regarding this application, the City Council may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

Property Owner Signature Property Owner Printed Name Date

THE STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____ A.D.

Notary Public Signature Notary Public Printed Name

(Seal)

If there are multiple property owners attach separate page(s) with notarized signature(s)



MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated
May 2019

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Dental Office APPLICATION TYPE Specific Use

APPLICANT INFORMATION (property owner or authorized agent) This will be the City's official contact

Name: Jen Henderson, PE
Company Name: Henderson Professional Engineers
Address: 600 Round Rock West Drive, Suite 604 Round Rock, Texas 78681
Phone: 512.350.6228 Email: Jen@Hendersonpe.com

PROPERTY INFORMATION

Address: 106 Taylor Street Hutto, Texas 78634
Legal Description: Lot(s) 5 Block G Subdivision Hutto City of
Deed Reference: Volume _____ Page(s) _____ or Document No. 195409187G-1
City Limits or ETJ: City Limits Current Zoning District: OT-4T

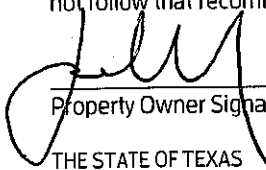
PROPERTY OWNER INFORMATION

Name: ROADKILL REAL ESTATE (DAVID MARTIN AND JUSTIN NELSON)
Company Name: ROADKILL REAL ESTATE
Address: 12 REDBUD TRAIL ROUND ROCK, TX 78665
Phone: 512.569.2909 Email: MARTIN.ENDODONTICS@GMAIL.COM

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

By my signature I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the submittal of this application. Additionally, my signature below indicates my awareness of the fee(s) required at the time of application submittal and that this fee(s) is non-refundable even in the event of application withdrawal or if reviewed and denied.

By signing this form, the owner of the property authorizes the City of Hutto to begin proceedings in accordance with the process for the type of application indicated on page one of this application. The owner further acknowledges that submittal of an application does not in any way obligate the City to approve the application and that although City staff may make certain recommendations regarding this application, the City Council may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.


Property Owner Signature

Justin M. Nelson
Property Owner Printed Name

Nov 17, 2024
Date

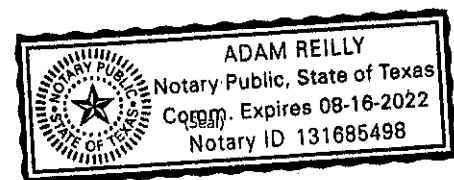
THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared JUSTIN NELSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 17th day of NOVEMBER, 20 24 A.D.


Notary Public Signature

ADAM REILLY
Notary Public Printed Name



If there are multiple property owners attach separate page(s) with notarized signature(s)

ORDINANCE NO. 2022-006

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A DRIVE THROUGH IN THE OT-4T (OLD TOWN TRANSITION) ZONING DISTRICT AT 106 TAYLOR STREET, 1.0 ACRES, MORE OR LESS, OF LAND, CITY OF HUTTO ADDITION, LOT 5, BLOCK G, 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 drive through use in the OT-4T (Old Town Transition) zoning district at the property known as 106 Taylor Street, City of Hutto Addition, Lot 5, Block G , described in Exhibit “A”, being attached hereto and incorporated herein, and;

WHEREAS, on the 4th day of January, 2022, 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 4th day of January, 2022, and;

WHEREAS, on the 3rd day of February 2022, 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 (2020 Edition, as amended), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

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

SECTION I.

1.

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

10.203.18.3 Criteria

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

10.203.18.5 Conditions

- The Planning and Zoning Commission and/or City Council may impose conditions on a specific use permit.
- Specific use permit approval does not run with the land, and expires with the end of the approved use.

10.203.18.6 Amendments

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

10.204.2 Effective date and expiration

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

2.

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

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

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and **APPROVED** on first reading on this the **3rd** day of **February 2022** 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 **3rd** day of **February 2022** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

, City Secretary



November 16, 2021

City of Hutto
Development Services
500 W. Live Oak Street
Hutto, Texas 78634
512.759.3479
Planning@HuttoTX.Gov

RE: 106 Taylor Street - Specific Use Permit

To Whom It May Concern:

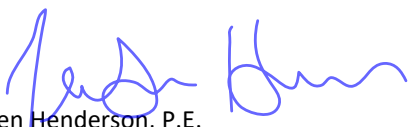
The City of Hutto Zoning Ordinance requires notification of all landowners within 200-feet of a property proposing a specific use permit. Please accept this letter as notification that the landowner, Roadkill Real Estate, LLC requests specific use for the property R357741, as indicated in blue below:



The current zoning of the property is OT-4T, and the future buyer of the property would like to operate a dental office within the renovated structure. The buyer does intend to remove and replace the sidewalk at Taylor Street and to enhance the parking area on-site.

Should you need additional information please do not hesitate to contact me at Jen@HendersonPE.com or at 512.350.6228.

Respectfully,


Jen Henderson, P.E.
President
Henderson Professional Engineers, LLC

JH/

Plotted by: Adam, Plot date: 2/21/2021
File name: h:\02_projects\2021\210906_roadkill_dentist\07_Sheet\WP1210906 SITE PLAN.dwg



- NOTES:
1. ALL EXISTING CONDITIONS DATA IS DERIVED FROM FREELY ACCESSIBLE GIS AND AERIAL DATA. A COMPLETE DESIGN SURVEY WILL NEED TO BE COMPLETED TO ENSURE THIS DESIGN LAYOUT IS ACCURATE AND CONFORMS APPLICABLE REGULATIONS.
 2. ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.

PROJECT NO. 210906

12/22/2021

DRAWN BY: JS

CHECKED BY: AR

APPROVED BY: JH

C01

THIS DOCUMENT IS PREPARED FOR THE PURPOSE OF PRELIMINARY REVIEW UNDER THE AUTHORITY OF JENNIFER L. HENDERSON, P.E. 118893 2021. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES.

MASTER PLAN TO SERVE

ROADKILL DENTIST

106 TAYLOR STREET

HUTTO, TEXAS 78634

SITE PLAN

REVISION

No.	1	2	3	4	5

Henderson Professional Engineers

HPE

Civil Engineering

600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TX 78661
512.350.6228
www.hendersonpe.com

WB210166 | HUT 1853873945300

CITY PROJECT NUMBER [CITY] 01035

RESOLUTION

BE IT RESOLVED by the City Council of the City of Hutto, Texas, that the attached revised map of the City of Hutto, Texas be approved and adopted, and be known hereafter as, "THE OFFICIAL REVISED MAP OF THE CITY OF HUTTO, TEXAS", and that same be filed for record and recorded in the deed or plat records of Williamson County, Texas.

The State of Texas)
 City of Hutto) I, Elgene Holmstrom, City Clerk
 County of Williamson) of the City of Hutto, Texas, do

hereby certify that the above and foregoing is a true and correct copy of a resolution passed by the City Council at it's regular meeting on April 6th, 1954 and same has been copied on the minutes of the said City and that the attached map is a true and correct copy of the original map.

WITNESS my official signature and the seal of the said City of Hutto, Texas, this the 7th day of April, 1954.

(Seal)

ELGENE HOLMSTROM
 City Clerk.

0 - - - - - 0

Filed for Record Apr. 12, 1954, at 3:00 o'clock P.M.
 Recorded Apr. 14, 1954, at 8:30 o'clock A.M.

DICK CERVENKA, Clerk, County Court,
 Williamson County, Texas.

By Katharine Yearwood Deputy

MAYOR: R.L. ANDERSON
 COUNCILMEN: G.M. GAINER
 J.H. HOLMAN
 ROY O'REAR
 ANDREW SORENSON
 CLARENCE STROMBERG
 CITY CLERK: THEO. PEARSON
 1953-1954

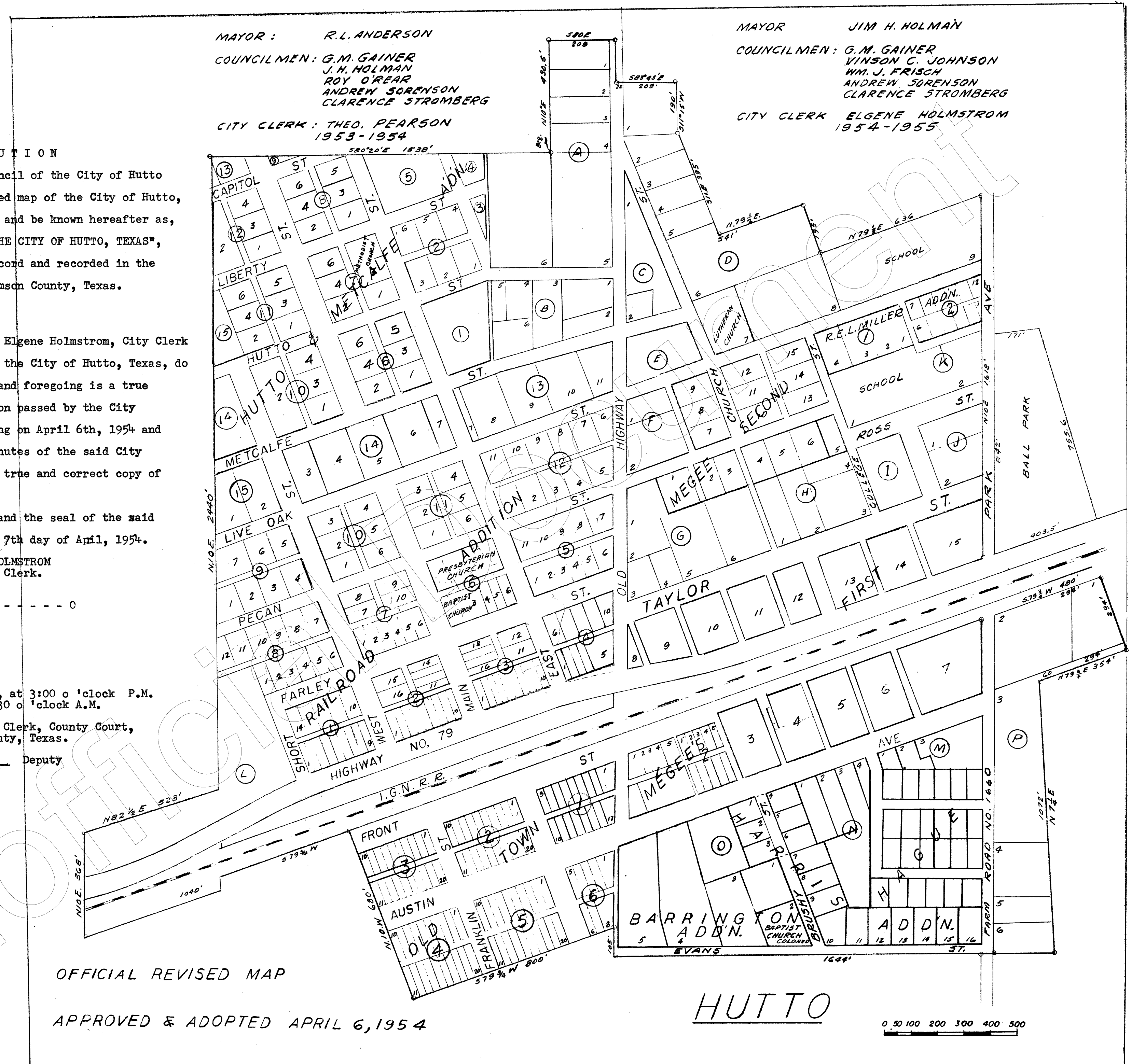
MAYOR JIM H. HOLMAN
 COUNCILMEN: G.M. GAINER
 VINSON C. JOHNSON
 WM. J. FRISCH
 ANDREW SORENSON
 CLARENCE STROMBERG
 CITY CLERK ELGENE HOLMSTROM
 1954-1955

OFFICIAL REVISED MAP

APPROVED & ADOPTED APRIL 6, 1954

HUTTO

0 50 100 200 300 400 500



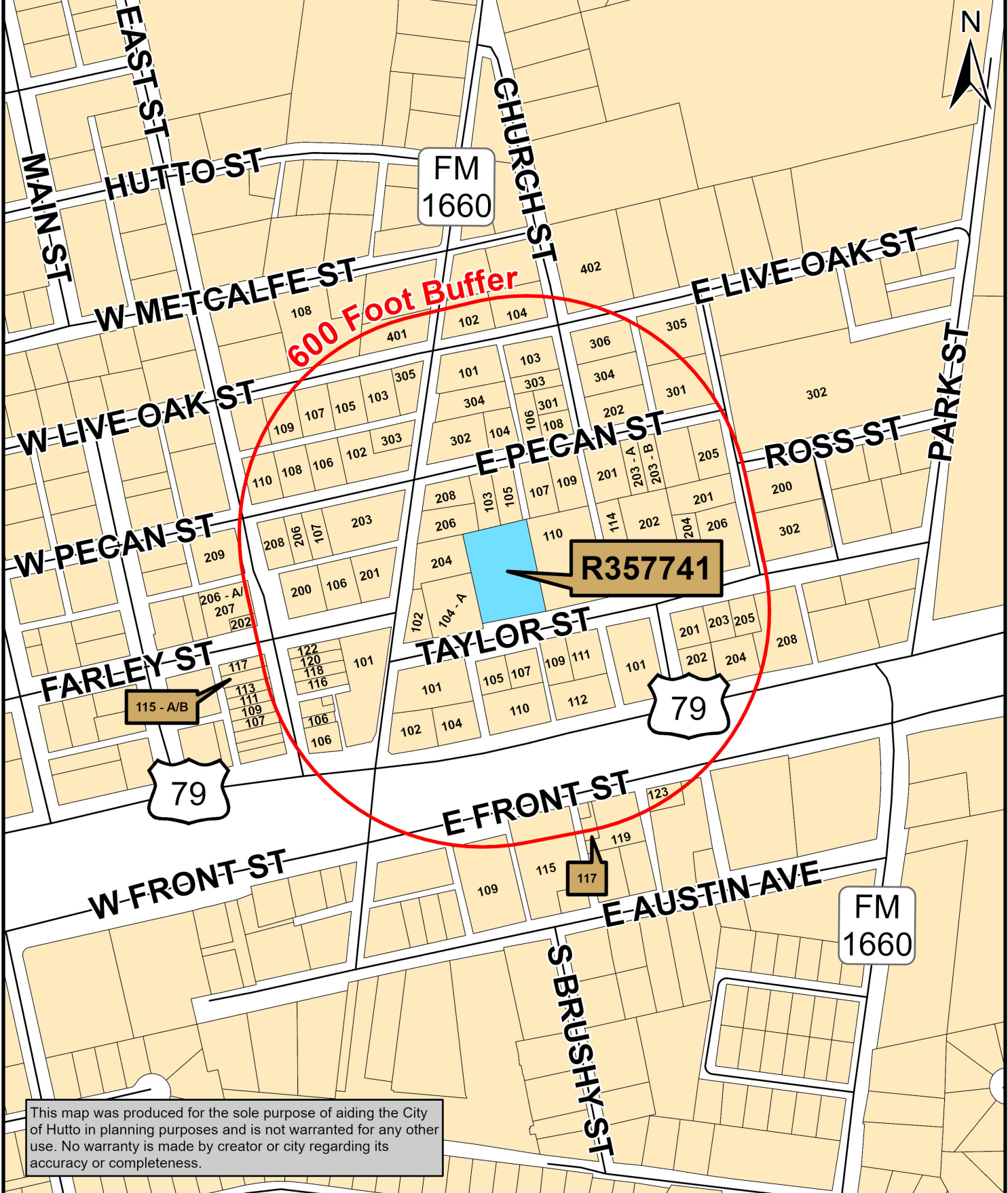
CABINET A SLIDE 222

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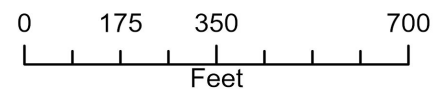


106 Taylor Street - SUP



Map Document: (K:\Site_Location_Maps\2021_
Site_Location_Maps\106_Taylor_Street_SUP.mxd)

12/10/2021 -- 11:20:33 AM



Autumn Speer

From: Brad Williams <bkxmnr@yahoo.com>
Sent: Friday, December 17, 2021 8:54 PM
To: Planning
Subject: SURROUNDING PROPERTY OWNER'S RESPONSE

Re: 106 Taylor Street (UDC 10.304.6)

Public Hearing Date: JANUARY 4, 2022

John Williams, Janis Williams
202 E PECAN STREET
HUTTO, TX 78634

We are **IN FAVOR**

AGENDA ITEM REPORT

10.1.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2022-019 authorizing the City Manager to enter into an agreement for engineering and design services of the Lakeside Estates Phase 1 sidewalk project. (Angie Rios, Wade Benton)
Meeting: Thursday, March 3, 2022
Department: Finance /
Staff Contact: Angie Rios

BACKGROUND INFORMATION:

During the budget adoption process for the FY 2022 budget, council instructed that funding be included for the installation of sidewalks in the Lakeside Estates subdivision. It was agreed to break up the installation of sidewalks into four phases, and funding for Phase 1 was approved in the 2022 budget.

SUMMARY OF REQUEST:

The contract with Freese and Nichols is for design services for the construction of Lakeside Estates Sidewalks, Phase 1 Project. Services generally include plans, specifications and estimates and bidding and construction phase services for the construction of the project. The scope includes approximately 12,600 LF of sidewalks on both sides of the street at the following locations:

Estate Drive from Lakemont to Kaatz Lane
Kaatz Lane from Little Lake Road to Estate Drive
Little Lake Road from Kaatz Lane to County Road 138

STAFF REVIEW:

FINANCIAL IMPACT:

The proposed design cost for Phase 1 is \$118,409. The FY 2022 budget includes \$550,000 for design and construction of Phase 1.

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 20220225-Hutto-Res-FNI TO Lakeside Estates
2. TASK ORDER 2022-005 - Lakeside Estates Sidewalks Phase 1 Partially Executed 220224
3. 220216_TO3_Attachment_A_Schedule_v2

AGENDA ITEM REPORT

10.1.



-
4. Form 1295 Certificate 100874468 City of Hutto FNI Lakeside Estates TO
 5. FULLY EXECUTED Standard Master Agreement (Freese Nichols) 7-15-21

RESOLUTION NO. R-2022-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, APPROVING TASK ORDER NO. 2022-005 - LAKESIDE ESTATES SIDEWALKS PHASE 1 WITH FREESE AND NICHOLS, FOR ENGINEERING AND DESIGN SERVICES IN THE AMOUNT OF ONE HUNDRED EIGHTEEN THOUSAND FOUR HUNDRED NINE DOLLARS (\$118,409.00); AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE TASK ORDER; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on July 15, 2021 the City Council of the City of Hutto authorized a contract with Freese & Nichols, for continuing professional services; and

WHEREAS, the City Council of the City of Hutto desires to approve Task Order No. 2022-005 for the Lakeside Estates Sidewalks Phase 1 Project with Freese & Nichols, in the amount of One Hundred Eighteen Thousand Four Hundred Nine dollars (\$118,409.00).

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

Section 1. The City Council of the City of Hutto hereby approves Task Order No. 2022-005 for the Lakeside Estates Sidewalks Phase 1 Project with Freese & Nichols, in the amount of One Hundred Eighteen Thousand Four Hundred Nine dollars (\$118,409.00), as presented in the attached Exhibit “A,” and authorizes the Interim City Manager to execute the Task Order.

Section 2. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3. This Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutto this 3rd day of March, 2022.

APPROVED:

Mike Snyder, Mayor

ATTEST:

Angela Walton, City Secretary

APPROVED AS TO FORM:

Cristian Rosas-Grillet, Assistant City Attorney



TASK ORDER #2022-005

Lakeside Estates Sidewalks Phase 1

In accordance with Agreement for On Demand Services between the City of Hutto (Owner) and Vendor, the parties agree as follows:

1. Background Data

- a. Effective Date of Task Order: March 3, 2022
- b. Owner: City of Hutto
- c. Vendor: Freese and Nichols
- d. Specific Project (title): Lakeside Estates Sidewalks Phase 1
- e. Specific Project (description): See Attachment SC – Scope of Services and Responsibilities of City.
- f. Specific Project Time of Completion (schedule): FNI is authorized to commence work on the project upon execution of this Task Order and agrees to perform the services in accordance with Attachment A - Schedule.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation and FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

2. Basic Services:

The Basic Services to be provided or furnished by Vendor under this Task Order are: See Attachment SC – Scope of Services and Responsibilities of City.

3. Proposal deliverables:

See Attachment SC – Scope of Services and Responsibilities of City.

4. Fee:

FNI proposes to furnish services as described herein for the not-to-exceed fee of one hundred eighteen thousand four hundred nine dollars (\$118,409.00) for Basic Services. If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify the City before proceeding. Additional services shall be based on the rates in Attachment CO.

5. Contact:

City Point of Contact: Padma Patla, PE, Director of Public Works

Email Address: padma.patla@huttotx.gov

Phone Number: 512.759.4025

FNI Point of Contact: Andrea Bryant, PE, Project Manager

Email Address: andrea.bryant@freese.com

Phone Number: 512.617.3163

TASK ORDER #2022-005

Lakeside Estates Sidewalks Phase 1

Vendor agrees to provide the services within this Task Order and Vendor is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is March 3, 2022.

OWNER:

By: _____

Print Name: _____

Title: _____

VENDOR:

By: John New

Print Name: John New

Title: Vice President

Attachment A - Schedule

Project Schedule	2022											
	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Notice-to-Proceed												
Kick-Off Meeting												
Field Visit/Data Collection												
Preliminary Design Plans (60%)												
City Review												
Final Design Plans (100%)												
City Review												
RAS Review/TDLR Registration												
Bidding												
Construction												

SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

PROJECT UNDERSTANDING

The Basic Services to be provided under this Task Order are engineering design services for construction of the Lakeside Estates Sidewalks Phase 1 Project. Services include, but are not limited to, design, surveying, Texas Department of Licensing and Regulation requirements, the preparation of plans, specifications and estimates (PS&E), bidding and construction phase services.

The project includes approximately 12,600 linear feet of sidewalks for the following locations:

- Estate Drive from Lakemont to Kaatz Lane
- Kaatz Lane from Little Lake Road to Estate Drive
- Little Lake Road from Kaatz Lane to County Road 138

In addition, rehabilitation of approximately 475 linear feet of the decomposed granite trail around the northeast portion of the lake is included.

ARTICLE I

BASIC SERVICES: Consultant shall render the following professional services in connection with the development of the Project:

A. DESIGN PHASE: Consultant shall provide professional services in this phase as follows:

1. PROJECT MANAGEMENT AND ADMINISTRATION

1. Invoicing – The CONSULTANT will submit to the CITY its invoices of services completed and compensation due, arranged by tasks. The CONSULTANT will show the budgeted and currently authorized amounts for each task, along with the invoiced and to-date amounts. The invoice must be submitted to the CITY by the 10th calendar day of each month. In addition, the CONSULTANT's first invoice must include a schedule of anticipated monthly invoice amounts for the duration of the project. The invoice schedule must match the authorized contract amount.
2. Project Schedule - Each month, and included with the submission of each invoice, the CONSULTANT will update the Project Schedule and related documents in accordance with the Project Schedule.
3. Progress Report - Each month, and included with the submission of each invoice, the CONSULTANT will submit a monthly report of the status of work performed through the end of the previous month. The CONSULTANT will summarize decisions or agreements made, and will outline unresolved or pending issues requiring CITY involvement or decision.
4. Kick-Off Meeting - The CONSULTANT will attend a Project Kick-Off Meeting with the CITY. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting.

5. Monthly Progress Meetings - The CONSULTANT will meet virtually with CITY monthly. The CONSULTANT will prepare and distribute the monthly meeting agenda twenty-four (24) hours before the meeting. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of each meeting.
6. General Design Criteria - As applicable, the CONSULTANT shall prepare work in accordance with the latest version of City and/or State procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications, which may include, but is not limited to, the following:
 - TxDOT Roadway Design Manual
 - Texas Manual on Uniform Traffic Control Devices (TMUTCD)
 - TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (latest Edition)
 - City of Hutto Unified Development Code and other City and/or State approved manuals as may be applicable.
7. Right-of-Entry (ROE) – The CONSULTANT will notify the City of the anticipated need to enter property outside of the existing right-of-way to perform any surveying, environmental, engineering or geotechnical activities needed to execute the required scope of services and shall provide the City with a list of the Travis County Appraisal District (TCAD) Property Identification Numbers for those properties. The City shall obtain ROE from the Property Owner on behalf of the Consultant.

2. SURVEY SERVICES

1. Topographic Survey Services are not included in this scope of work. The CONSULTANT will use available aerial imagery, as-built information, and field measurements to aide in plan production. The CONSULTANT will visit the field in order to collect existing conditions and measurements as needed in lieu of survey.

3. ENVIRONMENTAL SERVICES

Environmental Services are not included in this scope of work.

4. GEOTECHNICAL ENGINEERING SERVICES

Geotechnical Engineering Services are not included in this scope of work.

5. UTILITY COORDINATION SERVICES

Utility Coordination Services are not included in this scope of work.

6. SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

SUE Services are not included in this scope of work.

7. TRAFFIC CONTROL PLAN SERVICES

1. The CONSULTANT shall prepare the TCP using TxDOT standard details. Preparation of a detailed TCP is not included in this scope of work. Advanced warning signs as needed shall be shown on the project layout sheet. The CONSULTANT shall implement the current City/State Barricade and Construction (BC) standards and TCP standards as applicable.

8. ROADWAY DESIGN SERVICES

1. Title Sheet – The CONSULTANT will prepare a Title Sheet which will include pertinent project information and an Index of Sheets.
2. Project Layout Sheet – The CONSULTANT will prepare Project Layout Sheets that clearly indicate the limits of the entire project
3. Typical Sections – The CONSULTANT will prepare existing and proposed typical sections for roadways and structures. Typical sections must include width of travel lanes, direction of travel, shoulders, outer separations, border widths, curb and gutter, curb offsets, median islands, sidewalks, and other pertinent cross-sectional elements, as well as the ROW. The typical section must also depict proposed grade line, centerline, pavement section material types and depths, sodding or seeding limits, traffic barriers, SUP/sidewalks, and station limits.
4. Horizontal Alignment Data Sheets – The CONSULTANT will prepare Horizontal Alignment Data Sheets that will include all horizontal alignment data.
5. Plan Sheets – The CONSULTANT will prepare plan sheets including coordinates, stations, horizontal alignment information, utilities, drainage features, pedestrian facilities, removal items, erosion, and sedimentation control items and any other items required for complete construction of the project.
6. Driveway Summary – The CONSULTANT will develop a driveway summary for driveways requiring reconstruction with dimensions and any other items required.
7. Miscellaneous Details – The CONSULTANT will prepare Miscellaneous Roadway Details which will include all necessary details not included in standard City of Hutto and/or TxDOT detail sheets necessary to fully construct all portions of the project.
8. Standards – The CONSULTANT will obtain the most current applicable City of Hutto, City of Austin and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data.
9. Quantity Summaries – The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s).
10. Opinion of Probable Construction Cost (OPCC) – The CONSULTANT will prepare an Opinion of Probable Construction Cost utilizing calculated quantities, City of Hutto, City of Austin, TxDOT Austin District average unit prices, and TxDOT Statewide average unit prices as appropriate based on the judgment of the CONSULTANT.
11. Construction Schedule – The CONSULTANT will prepare a construction schedule utilizing the Critical path Method (CPM) with appropriate software. The CPM schedule will identify the major items of work for construction of the project with durations based on available production rates for those items. The schedule will indicate tasks, subtasks, critical dates, milestones, will depict the interdependence of the various items, and will be in calendar days.

12. Project Manual – The CONSULTANT will prepare a Project Manual including standard general provisions, instructions to bidders, bid forms, applicable prevailing wage rates, specifications, special provisions and any other information required for complete construction of the Project. The CITY will provide the front-end documents for use by the CONSULTANT.
13. Pedestrian Facilities - The CONSULTANT shall coordinate with the City to incorporate pedestrian facilities. Pedestrian facilities must be designed in accordance with the latest American with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS). The CONSULTANT shall submit to TDLR (through Registered Accessibility Specialists) for review at 60% in compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act to verify compliance with TAS. See subconsultant proposal for additional detail.

9. DRAINAGE DESIGN SERVICES

Drainage Design Services are not included in this scope of work.

10. SIGNING AND PAVEMENT MARKING SERVICES

Signing and Pavement Marking Services are not included in this scope of work.

11. ENVIRONMENTAL, STORMWATER POLLUTION PREVENTION PLAN (SW3P), AND TREE PRESERVATION SERVICES

1. EPIC Sheet - The CONSULTANT will prepare the Environmental Permits, Issues, and Commitments sheet.
2. Tree Inventory Summary – The CONSULTANT will develop a Tree Inventory Summary Table listing the tree ID, type and size for trees located within the Right-of-Way.
3. Tree Protection Details – The CONSULTANT will develop Tree Protection Details.

12. SUBMITTAL REQUIREMENTS

1. Submittals and Review Meetings:
 - a. 60 and 100 percent submittals will be required.
 - b. The CONSULTANT will attend a 60 percent submittal review meeting. Comments and revisions will be incorporated into the deliverables for the next submittal. The CONSULTANT will prepare meeting minutes and submit to the City within three (3) business days after the meeting date.
2. Plan Sheet Sequence - As applicable, the CONSULTANT shall prepare plans following the sheet sequence below:

General

- Title Sheet
- Project Layout
- Roadway Typical Sections

- General Notes
- Quantity Summary Sheets

Traffic Control Plan

- Standards

Roadway

- Horizontal Data Sheets
- Roadway Plan Sheets
- Driveway Summary
- Miscellaneous Details
- Standards

Environmental

- EPIC Sheet
- Tree Protection Plans
- Standards

3. SUBMITTALS

The Consultant shall provide the following at each submittal:

a. 60% Review Submittal

- Plan set meeting City design and permitting standards
- Electronic .pdf format of 11"x17" plan sheets
- Opinion of Probable Construction Cost
- Preliminary Contract Time Determination
- Summary table of design waivers, variances and/or alternative compliance requests from City UDC. For waivers requiring Board and Commission or City Council approvals, Consultant will prepare justification letters and exhibits for requested variances
- Project Manual including table of contents listing proposed standard specifications, standard technical specifications, special provisions, and special specifications
- Project submitted to TDLR for review
- Other supporting documents

b. 100% Submittal

- Final plan sheets updated from 60% review comments
- Electronic .pdf format of 11"x17" plan sheets
- Updated Opinion of Probable Construction Cost
- Updated Contract Time Determination
- Response comments from 60% submittal
- Summary table of design waivers, variances and/or alternative compliance requests from City UDC. For waivers requiring Board and Commission or City Council approvals, CONSULTANT will prepare justification letters and exhibits for requested variances
- Project Manual including table of contents listing proposed standard specifications, standard technical specifications, special provisions, and special specifications
- Final Supporting Documents

- All TDLR comments addressed and accepted.

B. BID PHASE: Upon completion of the design services and approval of 100% drawings and specifications by City, CONSULTANT shall provide professional services in this phase as follows:

1. The CONSULTANT will attend the Pre-Bid Meeting with the City and prospective bidders. The CONSULTANT will prepare meeting minutes and submit to the City within three (3) business days of the meeting.
2. The CONSULTANT will respond to Contractor questions raised during the bidding process and develop addenda to the Bid Documentation as required.
3. The CONSULTANT will attend the formal bid opening.
4. The CONSULTANT will prepare a bid tabulation, analyze Contractor bids, check references and provide a Recommendation to Award to the apparent lowest responsive responsible bidder within five (5) business days of receiving the bid documents from the City.
5. The CONSULTANT will furnish a set of Final Conformed Construction Contract Documents including plan sheets, Project Manual and Storm Water Pollution Prevention Plan to the awarded Contractor including all Addenda.

D. CONSTRUCTION PHASE SERVICES: Upon completion of the bid phase services, CONSULTANT will proceed with the performance of construction phase services as described below.

In performing these services, it is understood that CONSULTANT does not guarantee the Contractor's performance, nor is CONSULTANT responsible for the supervision of the Contractor's operation and employees. CONSULTANT shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. CONSULTANT shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. The CONSULTANT will attend the Pre-Construction Meeting with the City and the awarded Contractor. The CONSULTANT will prepare meeting minutes and submit to the City within three (3) business days of the meeting.
2. The CONSULTANT will attend monthly status meeting (up to four (4) meetings) at the Project location with the City and the Contractor. The CONSULTANT will prepare meeting minutes and submit to the City within three (3) business days of the meeting.
3. The CONSULTANT will make periodic visits (up to four (4)) to the site to observe as an experienced and qualified design professional the progress and quality of the executed work, and to determine in general if the work is proceeding in accordance with the plans and specifications and submit brief, monthly written reports relating to such visits. The CONSULTANT will not be required to make continuous on-site inspections to check the quality or quantity of the work.
4. **The CONSULTANT will make site visits (up to eight (8)) with the Contractor as needed to adjust sidewalk and curb ramp locations based on site conditions to ensure compliance with TLDR. The RAS Specialist will perform site visits (up to six (6)) to ensure compliance with TLDR.**

5. The CONSULTANT will review the Contractor's submittals such as Shop Drawings, Product Data and samples and take appropriate action (approve, approve with modifications, reject, etc.), but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
6. City will require the Contractor to submit to the CONSULTANT any necessary requests for additional information (RFI). The CONSULTANT will review and deliver to the City its written recommendation regarding the RFI. It is anticipated that there will be two (2) RFI's per month during the Project. RFIs deemed to be due to inconsistencies in the Contract Documents will not be counted in the estimated number of RFI's in the contract.
7. The CONSULTANT will receive and review certificates of inspections, testing (to include Field, Laboratory, Shop and Mill testing of materials), and approvals required by laws, rules, regulations, ordinances, codes, orders or the specifications to determine generally that the results certified do substantially comply with the specifications. The CONSULTANT will also recommend to the City special inspection or testing when deemed necessary to ensure that materials, products, assemblages and equipment conform to the design concept and the specifications.
8. The CONSULTANT will review monthly pay estimates and recommend approval or other appropriate action on such estimates.
9. The CONSULTANT will perform with CITY representative(s) a final inspection of the Project to observe any apparent defects in the completed construction with regard to conformance with the design concept and intent of the specifications, assist the CITY in consultation and discussions with the Contractor concerning such deficiencies, and make recommendations as to replacement or correction of the defective work.
10. The CONSULTANT will revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Furnish City two (2) sets of printed copies and one (1) electronic copy (.pdf format) of "Record Drawings."

ARTICLE II

SPECIAL SERVICES: Consultant shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

No special services are included.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by CONSULTANT that are not included in the Basic Services or Special Services described above are Additional Services.

ARTICLE IV

TIME OF COMPLETION: CONSULTANT is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the schedule presented in Attachment A.

If CONSULTANT'S services are delayed through no fault of CONSULTANT, CONSULTANT shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to CONSULTANT, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF CITY: City shall perform the following in a timely manner so as not to delay the services of CONSULTANT:

- A. City recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. CONSULTANT will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the City or Contractor, or any change order costs not caused by the negligent errors or omissions of CONSULTANT. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, CONSULTANT is liable for change order costs. It is recommended that the City budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to CONSULTANT'S services for the Project.
- C. Provide all criteria and full information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the drawings and specifications.
- D. Assist CONSULTANT by placing at CONSULTANT'S disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of CONSULTANT.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

- H. City shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. City shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by City.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as City may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as City may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. If City designates a person to serve in the capacity of Resident Project Representative who is not CONSULTANT or CONSULTANT'S agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins.
- K. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
- L. Give prompt written notice to CONSULTANT whenever City observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or nonconformance of the work of any Contractor.
- M. Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- N. Bear all costs incident to compliance with the requirements of this Article V.

January 12, 2022

Chris Trevino, P.E.
Freese and Nichols, Inc.

RE: TAS Proposal for the Lakeside Estates Sidewalks Phase 1 Project

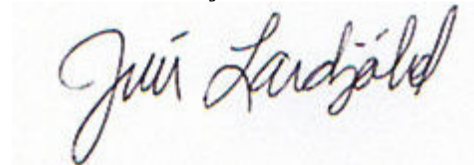
Dear Chris:

This is a proposal for the project registration, plan review, and inspection of the Lakeside Estates Sidewalks Phase 1 Project in Hutto, Texas for compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act, and the Texas Accessibility Standards (TAS).

Altura Solutions proposes to register the project with TDLR, perform the plan review, and perform the inspection for compliance with the TAS.

Feel free to contact us at (512) 410-7059 to answer any questions or discuss details of the proposal. Thank you for considering Altura Solutions to meet your accessibility consulting needs. We look forward to working with you on the project.

Sincerely,

A handwritten signature in blue ink that reads "Jesús Lardizábal". The signature is written in a cursive style.

Jesús Lardizábal,
RAS #1051
Manager

PROJECT SCOPE AND DESCRIPTION

Construction of approximately 12,600 linear feet of sidewalks and pedestrian infrastructure, including Estate Drive from Lakemont to Katz; Kaatz Lane from Little Lake Road to Estate Drive; and Little Lake Road from Kaatz Lane to County Road 138.

SCOPE OF WORK

Altura Solutions proposes to perform the following services in compliance with the Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act to verify compliance with the Texas Accessibility Standards (TAS):

- Register the project with TDLR
- Perform plan review of the project construction documents (as provided by client)
- Perform the final inspection of the project upon completion

EXCLUSIONS

The proposal excludes services to determine compliance with other federal, state, or local accessibility requirements such as Public Rights-of-Way Guidelines (PROWAG) and accessibility requirements of building and housing codes such as the International Building Code (IBC).

SCHEDULE

Altura Solutions will perform the project registration within three working days of receiving the required documents and registration fee.

Altura Solutions will perform the plan review and provide a report of findings within fifteen working days after receiving all required documents.

Altura Solutions will perform the final inspection and deliver the Inspection Report within fifteen working days of receiving access to the facility and payment of Inspection Fee.

DELIVERABLES

The following items will be produced and delivered by Altura Solutions as part of this project:

- Altura Solutions will provide proof of project registration via the TDLR Proof of Registration Sheet.
- Altura Solutions will provide the Plan Review Report detailing the observed findings of elements that are not in compliance with the Texas Accessibility Standards (TAS).
- Altura Solutions will provide the Inspection Report detailing the observed elements that are not in compliance with the Texas Accessibility Standards (TAS).

CONSULTING FEE AND INVOICING

The following fees are proposed for the services outlined in this proposal:

- Project Registration (includes TDLR's required registration fee).....\$300.00
- TAS Plan Review Report.....\$850.00
- TAS Inspection Report\$1,250.00
- Site visit (up to 6 visits at \$650 per visit)\$3,900.00

The total proposed consulting fee under this agreement is six thousand three hundred dollars and zero cents (\$6,300.00).

To initiate services, the following items must be provided:

- Signed agreement
- Completed Project Registration and Proof of Submission forms
- A set of construction documents
- A check for \$1,150.00 for the Project Registration and Plan Review fees should be made out to Altura Solutions, LLC.

The fees listed above are limited to one plan review and one hour of technical assistance/consulting, and one final inspection. Preliminary reviews, plan review revisions, meetings, site visits, re-inspections, and additional consulting will be considered additional services and will be billed in addition to the contract amount above. This consulting rate is \$195 per hour and \$250 for site visits. Plan Review fees are valid for six months from date of proposal and inspection fees are valid for twelve months from original estimated completion date, after which Altura Solutions reserves the right to propose an increased fee.

Invoices for services are due within 30 days of receipt by client.

LIMIT OF LIABILITY

Client agrees that Altura Solutions' limit of liability for any claim against it for services performed under this contract shall be limited to the total of fees paid to Altura Solutions pursuant to this agreement, but excluding the Texas Department of Licensing and Regulation (TDLR) required project filing fees.

Altura Solutions, LLC

Client

By: _____

By: _____

Print Name: Jesus Lardizabal

Print Name: _____

Title: Manager

Title: _____

Date: _____

Date: _____

City of Hutto Lakeside Estates Sidewalks Phase 1 1/25/2022 Detailed Cost Breakdown				Project Fee Summary			
				Basic Services		\$ 118,409	
				Special Services		\$ -	
				Total Project		\$ 118,409	
Tasks				Labor			
Phase	Task	Basic or Special	Task Description	Chris Trevino	Andrea Bryant	Bryan Pham	Mary McMillan
				\$225	\$182	\$130	\$103
			Internal Project Management				
			Internal kickoff meeting	1	1	1	1
			Periodic internal meetings (3 meetings)	3	3	3	3
			Corporate Support (Operations Analyst) (0.5 hr per month)				
			Project Closeout		2		
			Quality Management				
			Quality Control reviews (60 and 100 percent submittals)	4	8	8	
			1. Project Management and Administration				
			1.1 Invoicing (0.5 hr per mo)(Design, Bid, Construction)		5		
			1.2 Design Schedule (0.5 hr per mo)		2		
			1.3 Progress Report (0.5 hr per mo) (Design, Bid, Construction)		5		
			1.4 Client Kick-Off Meeting		2	1	
			1.5 Monthly Progress Meetings (1 hr per meeting)		3	3	
			1.6 General Design Criteria (No fee included)				
			1.7 Right-of-Entry (Not Included)				
			2. Survey Services				
			2.1 Field Visit (2 one day visits)		16	16	16
			3. Environmental Services (Not Included)				
			4. Geotechnical Engineering Services (Not Included)				
			5. Utility Coordination Services (Not Included)				
			6. Subsurface Utility Engineering Services (Not Included)				
			7. Traffic Control Plan Services				
			7.1 Standards		2	2	4
			8. Roadway Design Services				
			8.1 Title Sheet (1 sheet)		2	4	8
			8.2 Project Layout Sheet (2 sheets)		4	8	16
			8.3 Typical Sections (2 sheets)		4	8	16
			8.4 Horizontal Alignment Data Sheet (1 sheet)		2	2	4
			8.5 Plan Sheets (10 sheets)		20	60	160
			8.6 Driveway Summary (2 sheets)		4	8	16
			8.7 Misc. Details (1 sheet)		1	2	6
			8.8 Standards		2	2	4
			8.9 Quantity Summary (1 sheet)		2	6	8
			8.10 OPCC		1	4	4
			8.11 Construction Schedule		4	8	
			8.12 Project Manual		4	8	16
			8.13 Pedestrian Facilities (TDLR)		4		
			9. Drainage Design Services (Not Included)				
			10. Signing and Pavement Marking Services (Not Included)				
			11. Environmental and Tree Preservation Services				
			11.1 EPIC Sheet (1 sheet)		1	2	5
			11.2 Tree Inventory Summary		1	2	5
			11.3 Tree Protection Details		1	2	5
			12. Submittal Requirements				
			12.1.b. Comment Review Meeting		2	2	
			12.3.a. 60 Percent Submittal		1	2	8
			12.3.b. 100 Percent Submittal		1	2	8
			B. Bid Phase				
			1. Pre-Bid Meeting		2	2	
			2. Prepare Addenda		2	4	4
			3. Attend Bid Opening		2		
			4. Bid Tabulation, Rec to Award		1	2	4
			5. Conformed Documents			2	4
			C. Construction Phase Services				
			1. Pre-Con Meeting		3	3	
			2. Monthly Status Meeting (4 meetings)		8		
			3. Periodic Site Visits for Observation (4 visits)		8		8
			4. Field Engineering Site Visits (8 visits)		8	32	32
			5. Submittal Review		2	8	
			6. RFIs (8)		2	6	
			7. Material Testing Reports			8	
			8. Monthly Pay Estimates (1 hr per pay estimate)		4		
			9. Final Walkthrough		8	8	
			10. Record Drawings		4	8	8
Total Hours / Quantity				8	164	249	373
Total Effort				\$ 1,803	\$ 29,752	\$ 32,248	\$ 38,393

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed One Hundred Eighteen Thousand Four Hundred Nine Dollars (\$118,409).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	74	138
Professional 2	93	146
Professional 3	113	212
Professional 4	141	227
Professional 5	172	325
Professional 6	183	370
Construction Manager 1	82	164
Construction Manager 2	101	176
Construction Manager 3	155	208
Construction Manager 4	190	268
CAD Technician/Designer 1	66	137
CAD Technician/Designer 2	97	147
CAD Technician/Designer 3	124	193
Corporate Project Support 1	48	117
Corporate Project Support 2	68	163
Corporate Project Support 3	98	247
Intern / Coop	39	100

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$200
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each) \$150
	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$100
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Gauge (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.00. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.00. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2021.

325022021

Lakeside Estates Sidewalks Phase 1



KAATZ
LN

ESTATE DR

LITTLE LAKE RD



Lakeside Estates
Sidewalks
Phase
— 1 (both sides)

Attachment A - Schedule

Project Schedule	2022											
	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Notice-to-Proceed												
Kick-Off Meeting												
Field Visit/Data Collection												
Preliminary Design Plans (60%)												
City Review												
Final Design Plans (100%)												
City Review												
RAS Review/TDLR Registration												
Bidding												
Construction												

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Freese and Nichols, Inc.
Fort Worth, TX United States

Certificate Number:

2022-852464

Date Filed:

02/18/2022

Date Acknowledged:**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TASK ORDER
Lakeside Estates Sidewalks Phase 1

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pence, Bob	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Archer, Charles	Raleigh, NC United States	X	
	Cole, Scott	Fort Worth, TX United States	X	
	Greer, Alan	Fort Worth, TX United States	X	
	Johnson, Kevin	Dallas, TX United States	X	
	Payne, Jeff	Fort Worth, TX United States	X	
	Reedy, Mike	Houston, TX United States	X	
	Wolfhope, John	Austin, TX United States	X	

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is Stephanie Stephenson, and my date of birth is July 19, 1977.

My address is 801 Cherry Street, Suite 2800, Fort Worth, TX, 76102, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 18 day of February, 20 22.
(month) (year)

Stephanie Stephenson

Signature of authorized agent of contracting business entity
(Declarant)



**STANDARD MASTER AGREEMENT BETWEEN CITY OF
HUTTO AND Freese & Nichols
FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 15 day of July, 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 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

Freese & Nichols

BY: WA. [Signature]

TITLE: City Manager

DATE: 7/15/21

BY: [Signature]

TITLE: Vice President

DATE: June 24, 2021

AGENDA ITEM REPORT

10.2.



To: City Council

Subject: Consideration and possible action on Resolution No. R-2022-020 approving an agreement for installation of generators between Waukesha-Pearce Industries Inc. and the City of Hutto, in an amount not to exceed six hundred sixty-eight thousand two hundred fourteen dollars and forty-five cents (\$668,214.45) through Buyboard contract no. 579-19 for the purchase and installation of generators for City facilities; authorizing the Interim City Manager to execute the agreement; and providing an effective date.

Meeting: Thursday, March 3, 2022

Department: Finance /

Staff Contact: Angie Rios

BACKGROUND INFORMATION:

In February 2021, Winter Storm Uri brought to light the need to improve the backup generators located at several of the city's facilities. During the budget process for the FY 2022 budget, staff requested funds for winterization projects, including to upgrade or add generators at several city facilities to ensure that the city would be better prepared for any instances where the city experienced a loss of power for any time period.

SUMMARY OF REQUEST:

Purchase and installation of generators for the following locations:

City Hall \$444,663.61
Police Department Annex \$46,298.45
Public Works Building \$93,441.86
Creeside Liftstation \$32,647.87
Country Estates Liftstation \$51,162.66

STAFF REVIEW:

FINANCIAL IMPACT:

The General Fund budget includes \$550,000 for generators for City Hall and the police annex. The total proposed cost for the generators to be purchased for City Hall and the Police Annex is \$490,962.06.

In August 2021, the city received federal \$3,462,471 from the American Rescue Plan Act. One of the approved uses of these funds is for improvements in continuity of service for water and wastewater facilities. We are proposing using the ARPA funds to pay for the \$177,252.39 of generator upgrades to the wastewater lift stations and the Public Works buildings.

AGENDA ITEM REPORT

10.2.



POLICY IMPLICATIONS:

ATTACHMENTS:

1. 20220225-Hutto-Res-Buyboard Generators
2. 011922-002TB Hutto Country Estates LS
3. 011922-004TB - Hutto PD Annex
4. 011922-001TB Hutto City Hall-PD
5. 011922-003TB Hutto Creekside LS
6. 011922-006TB Hutto Public Works
7. Form 1295 Certificate 100875585-WPI Generators

RESOLUTION NO. R-2022-___

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN AGREEMENT FOR INSTALLATION OF GENERATORS BETWEEN WAUKESHA-PEARCE INDUSTRIES INC. AND THE CITY OF HUTTO, IN AN AMOUNT NOT TO EXCEED SIX HUNDRED SIXTY-EIGHT THOUSAND TWO HUNDRED FOURTEEN DOLLARS AND FORTY FIVE CENTS (\$668,214.45) THROUGH BUYBOARD CONTRACT NO. 579-19; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to enter into an Agreement for the installation of generators between Waukesha-Pearce Industries Inc. and the City of Hutto; and

WHEREAS, the City Council desires to authorize the Interim City Manager to execute 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: That the Hutto City Council hereby approves and authorizes the Interim City Manager to execute the agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

SECTION 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 3rd day of March, 2022.

Mike Snyder, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

Dorothy Palumbo
City Attorney

By:_____
Cristian Rosas-Grillet
Assistant City Attorney

**AGREEMENT BY AND BETWEEN THE CITY OF HUTTO, TEXAS
AND WAUKESHA-PEARCE INDUSTRIES INC.**

This Agreement (“Agreement”) is made and entered into this the ____ day of March, 2022 (“Effective Date”), is by and between the **City of Hutto, Texas**, hereinafter called (“City”), a home rule Texas municipal corporation, and **Waukesha-Pearce Industries Inc.**, hereinafter called (“Contractor”).

WITNESSETH:

WHEREAS, the City sought services related to generator installation (the “Services”); and

WHEREAS, the City reviewed Buyboard for available vendors; and

WHEREAS, the Contractor, through BuyBoard Contract No. 597-19 submitted a proposal for services (the “Proposal”), attached hereto as **Exhibit A** and incorporated herein for all purposes; and

WHEREAS, based upon the review of the Proposal, the City has investigated and determined that it desires to hire the Contractor for the Services.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.

The Contractor shall provide the Services upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies, deliverables and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents. Contractor will perform the Services with the degree of skill and diligence normally practiced by contractors performing the same or similar services.

2. Term.

The term of the Agreement shall commence upon the Effective Date and the Services described in the Agreement Documents shall be completed no later than _____, 2022, at which time this Agreement shall terminate. This Agreement may not be renewed.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City, which fiscal year ends on September 30th of each year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. Agreement may be terminated by the City at any time upon providing Contractor thirty (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by the terminating party giving the non-terminating party at least thirty (30) days written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party may give the defaulting party written notice of the default.

The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

Upon the termination or expiration of this Agreement, Contractor shall transfer, assign and make available to City, or City's representative, all documents, records, reports, studies, and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Contractor under or in connection with this Agreement. The same shall be promptly delivered to City, and all of City's property and materials in Contractor's possession or control belonging to City. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Warranties; Disclaimer.

Contractor represents and warrants that (a) it will perform the Services in a professional and workmanlike manner and (b) the Services do not, to Contractor's knowledge, infringe any third-party intellectual property right. Contractor further represents and warrants that the Services will conform in all material respects to the specifications attached hereto as **Exhibit A**.

5. Agreement Price, Payment Terms and Bonds

In exchange for those services described in the Agreement Documents, the City agrees to pay Contractor an amount not to exceed **Six Hundred Sixty-Eight Thousand Two Hundred Fourteen Dollars and Forty Five Cents (\$668,214.45)**, according to the terms and conditions of this Agreement for the purchase and installation of the Products. Payment for all monthly Services shall be in accordance with **Exhibit A**.

6. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement.

- a. This Agreement;
- b. BuyBoard Contract No. 597-19;
- c. The Contractor's Proposal, attached hereto as **Exhibit A**;
- d. The City of Hutto Terms and Conditions, attached hereto as **Exhibit B**.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit A** conflicts with provisions of this Agreement, the provisions of this Agreement, then the provisions of **Exhibit A** shall prevail. To the extent that **Exhibit B** conflicts with the provisions of this Agreement, the provisions of this Agreement shall prevail.

7. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9. INDEMNIFICATION.

CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN

COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

10. Venue.

This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Williamson County, Texas.

11. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

12. Ordinances.

Except as specifically provided in the Agreement Documents, the parties agree that Contractor shall be subject to all Ordinances of the City, whether now existing or in the future arising.

13. Authority to Execute.

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

14. Assignment.

This Agreement may not be assigned without the written agreement of both parties.

15. Sovereign Immunity.

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

16. Attorneys' Fees.

If any judicial or non-judicial proceeding is initiated for the purpose of enforcing a provision of this contract, the prevailing party shall be awarded reasonable attorneys' fees in addition to all other costs associated with the proceeding, whether or not the proceeding advances to judgment.

17. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Waukesha-Pearce Industries Inc.
16029, 16029 I-35, Pflugerville, TX 78660

If to City, to: City of Hutto Attn: City Manager
500 W. Live Oak St Hutto, Texas 78634

18. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. Representations.

Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

20. Force Majeure.

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing “force majeure” events shall deliver written notice of the commencement of any such delay resulting from such “force majeure” event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a “force majeure” event causing such delay and the other party shall not otherwise be aware of such “force majeure” event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

21. Independent Contractor.

The relationship between the City and the Contractor is that of independent contractor, and the City and the Contractor by the execution of this Agreement do not change the independent status of the Contractor. The Contractor is an independent contractor, and no term or provision of this Agreement or action by the Contractor in the performance of this Agreement is intended nor shall be construed as making the Contractor the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.

22. No Boycott of Israel.

Pursuant to Texas Government Code Chapter 2270, Contractor’s execution of this Agreement shall serve as verification that the Contractor does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

23. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle

that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of March, 2022.

CITY OF HUTTO, TEXAS
a Texas municipality

By: _____
Isaac Turner, Interim City Manager

Date: _____

FORM 1295: 2022-853566

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared Isaac Turner known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the City of Hutto, Texas and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2022.

Notary Public in and for the State of Texas

[Seal]

Waukesha-Pearce Industries Inc.
a Texas corporation

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ of Waukesha-Pearce Industries Inc., known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to he is the duly authorized representative for Waukesha-Pearce Industries Inc. and he executed said instrument for the purposes and consideration therein expressed on behalf of the corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2022.

[Seal]

Notary Public in and for the State of Texas

EXHIBIT A – PROPOSAL

EXHIBIT B – CITY’S TERMS AND CONDITIONS

Payment Provisions. The City’s payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the Contract.

Multiyear Contracts. If the City’s City Council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City’s budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

Abandonment or Default. A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

Cancellation. the City reserves the right to cancel the Contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. NOTE: This Contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.

Annual Vendor Performance Review. The City reserves the right to review the Vendor’s performance at the end of each twelve-month contract period and to cancel all or part of the Contract (without penalty) or continue the Contract through the next period.

Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies, or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

Compliance with all Codes, Permitting and Licensing Requirements. The Vendor shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party’s rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution). The parties expressly acknowledge that the City’s authority to indemnify and/or hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution and any provision which purports to require indemnification by the City is invalid. Nothing in the Contract requires that funds be assessed or collected or that a sinking fund be created

Indemnity and Independent Contractor Status of Vendor. VENDOR SHALL INDEMNIFY, SAVE HARMLESS AND DEFEND THE CITY, ITS PAST, PRESENT, AND FUTURE OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES AND ANY AND ALL OTHER COSTS OR FEES (WHETHER GROUNDED IN CONSTITUTIONAL LAW, TORT, CONTRACT, OR PROPERTY LAW, OR RAISED PURSUANT TO LOCAL, STATE OR FEDERAL STATUTORY PROVISION), ARISING OUT OF THE PERFORMANCE OF THE CONTRACT AND/OR ARISING OUT OF A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE VENDOR ITS OFFICERS, AGENTS, AND EMPLOYEES. IT IS UNDERSTOOD AND AGREED THAT THE VENDOR AND ANY EMPLOYEE OR SUB- CONTRACTOR OF VENDOR SHALL NOT BE CONSIDERED AN EMPLOYEE OF THE CITY. THE VENDOR SHALL NOT BE WITHIN PROTECTION OR COVERAGE OF THE CITY'S WORKERS' COMPENSATION INSURANCE, HEALTH INSURANCE, LIABILITY INSURANCE OR ANY OTHER INSURANCE THAT THE CITY FROM TIME TO TIME MAY HAVE IN FORCE AND EFFECT. THE CITY SPECIFICALLY RESERVES THE RIGHT TO REJECT ANY AND ALL VENDOR'S EMPLOYEES, REPRESENTATIVES OR SUB-CONTRACTORS AND/OR THEIR EMPLOYEES FOR ANY CAUSE, SHOULD THE PRESENCE OF ANY SUCH PERSON ON CITY PROPERTY OR THEIR INTERACTION WITH CITY EMPLOYEES BE FOUND NOT IN THE BEST INTEREST OF THE CITY OR IS FOUND TO INTERFERE WITH THE EFFECTIVE AND EFFICIENT OPERATION OF THE CITY'S WORKPLACE.

Liens. Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the Contract. At the City's request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Chapter 552, Texas Government Code).

Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code).

Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract. The City of Hutto retains all governmental immunities.

Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Williamson County, Texas.

Right to trial by Jury. Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the Contract.

No Third-Party Beneficiaries. The Contract is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth above, the Contract shall not be deemed to create any rights in or obligations to any third parties.

No Personal Liability. Nothing in the Contract is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to the Contract.

No Joint Enterprise. The Contract is not intended to, and shall not be construed to create any joint enterprise between or among the parties.

Certificate of Interested Parties (TEC Form 1295). For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed, signed, and notarized Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

Anti-Boycott Israel Verification. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000, Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan

or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Vendor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Verification Regarding Energy Company Boycotts. To the extent the Contract constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Vendor hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. The Vendor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Vendor and exists to make a profit.

Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent the Contract constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “SB 19”), as amended, the Vendor hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Vendor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Vendor and exists to make a profit.

Quote Date January 19, 2022		WPI Quote Number 011922-002TB	
Quotation To		Contract No. 597-19	
End User City of Hutto		Vendor ID 837	
Contact Pete Dominguez		Waukesha-Pearce Industries Inc.	
Phone 512-759-4015		Generator Division	
Fax		Contact Tim Becker	
Email Pete.dominguez@huttotx.gov		Phone (210) 862-3040	
		Fax	
		Email Tim.Becker@wpi.com	
Pricing Based On Manufacturer's Price List Dated: 12/01/19		Contract Discount 33.0%	
		Factor 67.0%	
A. Base Unit:			
Manufacturer	Model No.	Description	List Price
Generac	SD080	80kW Diesel	\$ 48,826.00
			Net Price
			\$ 32,713.42
Includes All Standard equipment & attachments as listed in attached brochures.			
B. Factory options and attachments			
Part No.	Description	List Price	Net Price
ATS-150-3	150 Amp Automatic Transfer Switch	\$ 5,937.00	\$ 3,977.79
DW-24-3	Subbase Tank	\$ 4,067.00	\$ 2,724.89
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Sub Total			\$ 6,702.68
C. Non-Factory options and attachments			
Part No.	Description	Net Price	
Section XVI item 96	Generator / ATS Installation	\$ 21,656.00	
	Scope of Work included on Page 2	\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
Sub Total		\$ 21,656.00	
D. Other applicable charges. Allowances, Trade-Ins, Special Discounts, etc.			
Description			Net Price
WPI Terms and Conditions Apply to this Quote			\$ -
			\$ -
			\$ -
Additional Discount			\$ (9,909.44)
Sub Total			\$ (9,909.44)
TOTAL PURCHASE PRICE:			\$ 51,162.66
Delivery:	15-17 Weeks		
<i>Pricing valid for sixty (60) days from this date. Orders after that period must be re-quoted.</i>			
Transmit copy of quotation with purchase order issued to WPI to: Texas Association of School Boards, BuyBoard, PO Box 400, Austin, TX 78764-0400 email: info@buyboard.com			

BILL OF MATERIAL

Quantity 1 – Generac Industrial Diesel Generator

- Stationary Emergency-Standby rated
- **80 kW** Rating, wired for 277/480 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- **Standard Weather Protective Enclosure, Steel**
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- SCAQMD
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2-wire start controls for any 2-wire transfer switch
- **Standard MLCB, 80% rated thermal-magnetic**
 - **150 Amp**
 - Shunt trip and Auxiliary Contacts
- Air Filter Restriction Ind
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- **24" 189 Gallon Double-Wall UL142 Basetank**
 - Mechanical fuel level indicator gauge
 - Electronic fuel level sender
- 3 Owner's Manuals
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Standard 2-Year Limited Warranty

Quantity 1 – Generac PSTS Automatic Transfer Switch

- **Standard Open Transition**
- 32F - Inphase Transfer
- Contactor-Based Design
- **150 Amp**, 3 Pole, 277/480 VAC three phase
- CSA C22.2 Certified
- CUL Listed
- UL1008 Listed
- **NEMA 4X Enclosure**
- ATC-300+ Microprocessor-Based Controller
 - 2-Line, 32-Character Alphanumeric LCD Display
 - Front Panel Mimic Diagram with colored LEDs for Source/Load Indication
 - Standard Features:
 - Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases
 - Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail
 - Pushbutton for Bypassing Time Delays on Transfer/Retransfer
 - Test Pushbutton
 - Contacts for Go to Emergency (S2)
 - MODBUS Communication
 - Digital Programmable Plant Exerciser:
 - Off, 1-Day, 7-Day, 14-Day, 28-Day Intervals
 - Adjustable 0-600 Minutes Run Time
 - Selectable for Load or No Load
 - Auxiliary Contacts:
 - Normal (S1) Source Present (2 Form C)
 - Emergency (S2) Source Present (2 Form C)
 - Normal (S1) Position Indication (1 Form C)
 - Emergency (S2) Position Indication (1 Form C)
 - Pre-Transfer Signal Contacts (1 Form C)
- 29G - Selector Switch, Auto/Manual Operation
- 32F - In-Phase Transition
- 41A - 100W Space Heater with Adjustable Thermostat
- 42 - IBC/CBC Seismic Qualified
- 36 - Load Shed from Emergency
- Normal Terminal Mechanical Lugs, Customer Connection: (1) #6-250MCM per phase
- Emergency Terminal Mechanical Lugs, Customer Connection: (1) #6-250MCM per phase
- Load Terminal Mechanical Lugs, Customer Connection: (1) #6-250MCM per phase
- Neutral Terminal Mechanical Lugs, Customer Connection: (3) 1/0-250MCM
- 2-Year Basic Warranty

SCOPE OF WORK

- Remove and replace existing generator with new Generac 80 kW diesel generator
- Remove and replace existing transfer switch with new Generac 150A transfer switch
- Disconnect electrical and gas at generator
- Disconnect electrical at transfer switch for removal
- Fill in basin with concrete to increase total pad size
- Offloading and placement of new generator onto pad (crane included)
- Initial diesel fill of tank
- Install new ATS and make connections
- Startup, commissioning and warranty registration of new generator

BILL OF MATERIAL

Quantity 1 – Generac Industrial Diesel Generator

- Stationary Emergency-Standby rated
- **50 kW** Rating, wired for 120/240 VAC single phase, 60 Hz
- Brushless Excitation
- **Standard Weather Protective Enclosure, Steel**
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2-wire start controls for any 2-wire transfer switch
- **21 Light Annunciator - Surface**
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- **24" 132 Gallon Double-Wall UL142 Basetank**
 - Mechanical fuel level indicator gauge
 - Electronic fuel level sender
- 3 Owner's Manuals
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Flush Mount Annunciator Kit
- **Primary MLCB, 80% rated thermal-magnetic**
 - **200 Amp**
 - Shunt trip and Auxiliary Contacts
- **Secondary MLCB, 80% rated thermal-magnetic**
 - **200 Amp**
 - Shunt trip and Auxiliary Contacts
- Standard 2-Year Limited Warranty

Quantity 2 – Generac TX Automatic Transfer Switch

- **200 Amp**, 2 pole, 120/240 VAC single phase, 60 Hz, with 2-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- Enclosure Heater
- Double Set of Form C Auxiliary Contacts
- UL Listed 1008 by ETL
- Controller Cover, Padlockable, Black
- **NEMA 3R Enclosure**
- 3 Owner's Manuals
- 22KA Contactor Withstand and Closing Rating
- Non Service Entrance Rated
- In Phase Only Transfer
- Standard 2 year basic warranty

SCOPE OF WORK

- Provide new Generac 50 kW diesel generator and (2) 200 amp automatic transfer switches
- Run new electrical conduits and wiring for ATS installation
- Run new feeder from ATS to generator pad
- Pour concrete pad for generator placement
- Offloading and placement of generator onto pad (crane included)
- Initial diesel fuel fill
- Startup, commissioning and warranty registration of new generator

Quote Date January 19, 2022		WPI Quote Number 011922-001TB	
Quotation To		Contract No. 597-19	
End User City of Hutto		Vendor ID 837	
Contact Pete Dominguez		Waukesha-Pearce Industries Inc.	
Phone 512-759-4015		Generator Division	
Fax		Contact Tim Becker	
Email Pete.dominguez@huttotx.gov		Phone (210) 862-3040	
		Fax	
		Email Tim.Becker@wpi.com	
Pricing Based On Manufacturer's Price List Dated: 12/01/19		Contract Discount 33.0%	
		Factor 67.0%	
A. Base Unit:			
Manufacturer	Model No.	Description	List Price
Generac	SD500	500kW Diesel	\$ 150,570.00
			Net Price \$ 100,881.90
Includes All Standard equipment & attachments as listed in attached brochures.			
B. Factory options and attachments			
Part No.	Description	List Price	Net Price
ATS-2600-3	2500 Amp Automatic Transfer Switch	\$ 34,743.00	\$ 23,277.81
DW-24-8	Subbase Tank	\$ 8,350.00	\$ 5,594.50
SAE-20	Level II Enclosure	\$ 26,965.00	\$ 18,066.55
ATS-400-3	400 Amp ATS Three Phase	\$ 8,070.00	\$ 5,406.90
ATS-400-3	400 Amp ATS Three Phase	\$ 8,070.00	\$ 5,406.90
			\$ -
			\$ -
			\$ -
Sub Total			\$ 57,752.66
C. Non-Factory options and attachments			
Part No.	Description	Net Price	
Section XVI item 96	Generator Installation	\$ 291,882.00	
	Scope of Work included on Page 2	\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
Sub Total			\$ 291,882.00
D. Other applicable charges. Allowances, Trade-Ins, Special Discounts, etc.			
Description			Net Price
WPI Terms and Conditions Apply to this Quote			\$ -
			\$ -
			\$ -
Additional Discount			\$ (5,852.95)
Sub Total			\$ (5,852.95)
TOTAL PURCHASE PRICE:			\$ 444,663.61
Delivery:	26-32 Weeks		
<i>Pricing valid for sixty (60) days from this date. Orders after that period must be re-quoted.</i>			
Transmit copy of quotation with purchase order issued to WPI to: Texas Association of School Boards, BuyBoard, PO Box 400, Austin, TX 78764-0400 email: info@buyboard.com			

BILL OF MATERIAL – CITY HALL

Quantity 1 – Generac Industrial Diesel Generator

- Stationary Emergency-Standby rated
- **500kW** Rating, wired for 120/208 VAC three phase, 60Hz
- Permanent Magnet Excitation
- UL2200
- EPA Certified
- Level 2 Acoustic Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
- **36" 1001 Gallon Double-Wall UL142 Basetank**
 - Mechanical fuel level indicator gauge
 - Electronic fuel level sender
- Power Zone Digital Control Panel for Single or MPS Generators
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Humidity 2 – 95% (Non Condensing)
 - UL6200
 - C-ETL-US
 - CE
 - FCC
 - IEC801 (Radiated Emissions, Susceptibility, and Surge Immunity)
 - 7" Resistive Color Touchscreen
 - Built-in Wi-Fi, Bluetooth, and Webserver
 - IP65 (front)
 - Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch
 - Dual Core Digital Microprocessor
 - RS485, Ethernet and CANbus ports
 - All engine sensors are 4-20ma for minimal interference
 - Sensors: Oil Pressure, optional Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor
 - 0.25% digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable

- 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2-wire start controls for any 2-wire transfer switch
- EPA Certified
- **21 Light Annunciator - Surface**
- **MLCB**, 100% rated, LSI Electronic Trip
 - **2000 amp**
 - Shunt trip and Auxiliary Contacts
- Coolant Heater, 2500W, 240VAC
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Flush mount Kit for remote annunciator
- Critical Grade Silencer
- Three Owner's manuals
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Standard 2-Year Limited Warranty

Quantity 1 – Generac PSTS Automatic Transfer Switch

- **Service Entrance Rated**, Open Transition
- Power-Frame Design
- **2500 Amp**, 4 Pole, 120/208 VAC three phase
- UL1008 Listed
- **NEMA 3R Enclosure**
- ATC-900 Microprocessor-Based ATS Controller
 - Color 4.3 Inch LCD Display
 - Front Panel Mimic Diagram with colored LEDs for Source/Load Indication
 - Standard Features:
 - Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases, Phase Loss
 - Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail
 - Programmable Source Selector, Utility to Utility or Utility to Generator
 - Programmable Source Selector, Generator to Generator
 - Pushbutton for Bypassing Time Delays on Transfer/Retransfer
 - Test Pushbutton
 - MODBUS Communication
 - USB Port for Memory Stick
 - Digital Programmable Plant Exerciser:
 - Off, Daily, Calendar Dates

- Adjustable 0-600 Minute Run Time
 - Selectable for Load or No Load
- Auxiliary Contacts:
 - Normal (S1) Source Available (2 Form C)
 - Emergency (S2) Source Available (2 Form C)
 - Normal (S1) Position Indication (1 Form C)
 - Emergency (S2) Position Indication (1 Form C)
 - Pre-Transfer Signal Contacts (1 Form C)
- Input Terminal Blocks, User Programmable
- Output Terminal Blocks, User Programmable
- 29G - Selector Switch, Auto/Manual Operation
- **37A - Service Equipment Rated w/o Ground Fault Protection**
- 41E - 375W Space Heater with Adjustable Thermostat
- 51S1B - 50KA Transient Voltage Surge Suppression - CVX
- 6H - Maintained 4-Position Test Switch
- 9B - Maintenance Selector Switch
- 22 - Ground Bus with Provisions for Neutral
- 42 - IBC/CBC Seismic Qualified
- 12L - Indicator Light, Normal Source Tripped
- 16N - Overcurrent Protection, Source 1
- 59A - Silver-Plated Bus
- 32A - Time Delay Neutral, Adjustable
- Normal Terminal Mechanical Lugs, Customer Connection: (9) 3/0-750MCM per phase
- Emergency Terminal Mechanical Lugs, Customer Connection: (9) 3/0-750MCM per phase
- Load Terminal Mechanical Lugs, Customer Connection: (9) 3/0-750MCM per phase
- Switched Neutral
- 2-Year Basic Warranty

BILL OF MATERIAL – POLICE DEPARTMENT

Quantity 2 – Generac PSTS Automatic Transfer Switch

- **Standard Open Transition**
- 32F - Inphase Transfer
- Contactor-Based Design
- **400 Amp**, 3 Pole, 120/208 VAC three phase
- UL1008 Listed
- **NEMA 3R Enclosure**
- ATC-300+ Microprocessor-Based Controller
 - 2-Line, 32-Character Alphanumeric LCD Display
 - Front Panel Mimic Diagram with colored LEDs for Source/Load Indication
 - Standard Features:
 - Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases

- Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail
- Pushbutton for Bypassing Time Delays on Transfer/Retransfer
- Test Pushbutton
- Contacts for Go to Emergency (S2)
- MODBUS Communication
- Digital Programmable Plant Exerciser:
 - Off, 1-Day, 7-Day, 14-Day, 28-Day Intervals
 - Adjustable 0-600 Minutes Run Time
 - Selectable for Load or No Load
- Auxiliary Contacts:
 - Normal (S1) Source Present (2 Form C)
 - Emergency (S2) Source Present (2 Form C)
 - Normal (S1) Position Indication (1 Form C)
 - Emergency (S2) Position Indication (1 Form C)
 - Pre-Transfer Signal Contacts (1 Form C)
- 29G - Selector Switch, Auto/Manual Operation
- 32F - In-Phase Transition
- 41A - 100W Space Heater with Adjustable Thermostat
- 9C - Monitor Mode Selector Switch
- 42 - IBC/CBC Seismic Qualified
- 36 - Load Shed from Emergency
- Normal Terminal Mechanical Lugs, Customer Connection: (2) 1/0-250MCM or (1) 1/0-750MCM per phase
- Emergency Terminal Mechanical Lugs, Customer Connection: (1) 1/0-750MCM or (2) 1/0-250MCM per phase
- Load Terminal Mechanical Lugs, Customer Connection: (1) 1/0-750MCM or (2) 1/0-250MCM per phase
- Neutral Terminal Mechanical Lugs, Customer Connection: (6) 250MCM-500MCM
- 2-Year Basic Warranty

SCOPE OF WORK

- Remove and replace existing Cummins 175 kW generator with new Generac 500 kW generator
- Intercept feeders between transformer and MSB to install new Generac 2500A ATS
- Disconnect electrical at existing generator
- Remove all fuel out of base tank
- Remove generator for relocation to Police Department
- Run new electrical wiring and conduits to new transfer switches for additional capacity
- Extend concrete for larger footprint for new generator
- Offloading and placement of new generator onto pad (crane included)
- Initial diesel fill of new base tank
- Startup, commissioning and warranty registration of new generator
- Provide engineering to revise existing drawings for generator upgrade
- Rental generator to be provided during changeover period
- Install the Cummins 175 kW generator at Police Department facility
- Install (2) new Generac 400A transfer switches at PD
- Trench and saw cut parking lot for electrical conduits to be installed
- Run electrical conduits and wiring from transfer switches to generator
- Upsize 100A breaker on generator to 400A
- Pour new concrete pad for generator
- Offload and placement of generator onto pad
- Initial diesel fill of base tank
- Rental generator to be provided for period of downtime
- Startup and commissioning of generator

Quote Date January 19, 2022		WPI Quote Number 011922-003TB	
Quotation To		Contract No. 597-19	
		Vendor ID 837	
End User City of Hutto		Waukesha-Pearce Industries Inc.	
Contact Pete Dominguez		Generator Division	
Phone 512-759-4015	Contact Tim Becker		
Fax	Phone (210) 862-3040		
Email Pete.dominguez@huttotx.gov	Fax		
	Email Tim.Becker@wpi.com		
Pricing Based On Manufacturer's Price List Dated: 12/01/19		Contract Discount 33.0%	
		Factor 67.0%	
A. Base Unit:			
Manufacturer Generac	Model No. SD035	Description 35kW Diesel	
		List Price \$ 40,485.00	Net Price \$ 27,124.95
Includes All Standard equipment & attachments as listed in attached brochures.			
B. Factory options and attachments			
Part No.	Description	List Price	Net Price
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Sub Total			\$ -
C. Non-Factory options and attachments			
Part No.	Description	Net Price	
Section XVI item 96	Generator Installation	\$ 13,245.00	
	Scope of Work included on Page 2	\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
Sub Total		\$ 13,245.00	
D. Other applicable charges. Allowances, Trade-Ins, Special Discounts, etc.			
Description			Net Price
WPI Terms and Conditions Apply to this Quote			\$ -
			\$ -
			\$ -
Additional Discount			\$ (7,722.08)
Sub Total			\$ (7,722.08)
TOTAL PURCHASE PRICE:			\$ 32,647.87
Delivery:	15-17 Weeks		
Pricing valid for sixty (60) days from this date. Orders after that period must be re-quoted.			
Transmit copy of quotation with purchase order issued to WPI to: Texas Association of School Boards, BuyBoard, PO Box 400, Austin, TX 78764-0400 email: info@buyboard.com			

BILL OF MATERIAL

Quantity 1 – Generac Industrial Diesel Generator

- Stationary Emergency-Standby rated
- **35 kW** Rating, wired for 277/480 VAC three phase, 60 Hz
- Brushless Excitation
- **Standard Weather Protective Enclosure, Steel**
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2-wire start controls for any 2-wire transfer switch
- **Standard MLCB**, 80% rated thermal-magnetic
 - **60 Amp**
 - Shunt trip and Auxiliary Contacts
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- **24" 132 Gallon Double-Wall UL142 Basetank**
 - Mechanical fuel level indicator gauge
 - Electronic fuel level sender
- 3 Owner's Manuals
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Standard 2-Year Limited Warranty

SCOPE OF WORK

- Remove and replace existing generator with new Generac 35 kW diesel generator
- Disconnect electrical and gas line at generator
- Offloading and placement of new generator onto pad (crane included)
- Initial diesel fill of tank
- Startup, commissioning and warranty registration of new generator

Quote Date January 19, 2022		WPI Quote Number 011922-006TB	
Quotation To		Contract No. 597-19	
		Vendor ID 837	
End User City of Hutto		Waukesha-Pearce Industries Inc.	
Contact Pete Dominguez		Generator Division	
Phone 512-759-4015	Contact Tim Becker		
Fax	Phone (210) 862-3040		
Email Pete.dominguez@huttotx.gov	Fax		
	Email Tim.Becker@wpi.com		
Pricing Based On Manufacturer's Price List Dated: 12/01/18		Contract Discount 33.0%	
		Factor 67.0%	

A. Base Unit:

Brand	Model No.	Description	QTY	List Price	Net Price
Generac	SD050	50kW Diesel Generator	1	\$ 42,874.00	\$ 28,725.58
Generac	SD020	20kW Diesel Generator	1	\$ 37,200.00	\$ 24,924.00

Includes All Standard equipment & attachments as listed in attached brochures and delivery to your facility.

B. Factory options and attachments

Part No.	Description	List Price	Net Price
ATS-200-2	200 Amp ATS Single Phase	\$ 6,046.00	\$ 4,050.82
ATS-200-2	200 Amp ATS Single Phase	\$ 6,046.00	\$ 4,050.82
ATS-200-2	200 Amp ATS Single Phase	\$ 6,046.00	\$ 4,050.82
			\$ -
			\$ -
			\$ -
Sub Total			\$ 12,152.46

C. Non-Factory options and attachments

Part No.	Description	Net Price
Section XVI item 96	Installation of generators and ATS'	\$ 45,086.00
	Scope of Work included on Page 2	\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Sub Total		\$ 45,086.00

D. Other applicable charges. Allowances, Trade-Ins, Special Discounts, etc.

Description	Net Price
WPI Terms and Conditions apply to this quote	\$ -
	\$ -
	\$ -
Additional Discount	\$ (17,446.18)
Sub Total	\$ (17,446.18)

TOTAL PURCHASE PRICE:		\$ 93,441.86
Delivery:	15-17 weeks	

Pricing valid for sixty (60) days from this date. Orders after that period must be re-quoted.

Transmit copy of quotation with purchase order issued to WPI to:

Texas Association of School Boards, BuyBoard, PO Box 400, Austin, TX 78764-0400 email: info@buyboard.com

BILL OF MATERIAL – GEN 1

Quantity 1 – Generac Industrial Diesel Generator

- Stationary Emergency-Standby rated
- **50 kW** Rating, wired for 120/240 VAC single phase, 60 Hz
- Brushless Excitation
- **Standard Weather Protective Enclosure, Steel**
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2-wire start controls for any 2-wire transfer switch
- **21 Light Annunciator - Surface**
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- **24" 132 Gallon Double-Wall UL142 Basetank**
 - Mechanical fuel level indicator gauge
 - Electronic fuel level sender
- 3 Owner's Manuals
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- **Primary MLCB**, 100% rated thermal-magnetic
 - **200 Amp**
 - Shunt trip and Auxiliary Contacts
- **Secondary MLCB**, 100% rated thermal-magnetic
 - **200 Amp**
 - Shunt trip and Auxiliary Contacts
- Standard 2-Year Limited Warranty

Quantity 2 – Generac TX Automatic Transfer Switch

- **200 Amp**, 2 pole, 120/240 VAC single phase, 60 Hz, with 2-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay

- Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- Enclosure Heater
- Double Set of Form C Auxiliary Contacts
- UL Listed 1008 by ETL
- Controller Cover, Padlockable, Black
- **NEMA 3R Enclosure**
- 3 Owner's Manuals
- 22KA Contactor Withstand and Closing Rating
- Non Service Entrance Rated
- In Phase Only Transfer
- Standard 2 year basic warranty

BILL OF MATERIAL – GEN 2

Quantity 1 – Generac Industrial Diesel Generator

- Stationary Emergency-Standby rated
- **20 kW** Rating, wired for 120/240 VAC single phase, 60 Hz
- Brushless Excitation
- **Standard Weather Protective Enclosure, Steel**
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2-wire start controls for any 2-wire transfer switch

- Air Filter Restriction Indicator
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- **12" 54 Gallon Double-Wall UL142 Basetank**
 - Mechanical fuel level indicator gauge
 - Electronic fuel level sender
- 3 Owner's Manuals
- 120V GFI Receptacle and 240V Receptacle
- Alternator Strip Heaters
- **Primary MLCB, 80% rated thermal-magnetic**
 - **200 Amp**
 - Shunt trip and Auxiliary Contacts
- Standard 2-Year Limited Warranty

Quantity 1 – Generac TX Automatic Transfer Switch

- **200 Amp, 2 pole, 120/240 VAC single phase, 60 Hz, with 2-Wire Start Circuit**
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- Enclosure Heater
- Double Set of Form C Auxiliary Contacts
- UL Listed 1008 by ETL
- Controller Cover, Padlockable, Black
- **NEMA 3R Enclosure**
- 3 Owner's Manuals
- 22KA Contactor Withstand and Closing Rating
- Non Service Entrance Rated
- In Phase Only Transfer
- Standard 2 year basic warranty

SCOPE OF WORK – GEN 1

- Provide new Generac 50 kW diesel generator and (2) 200 amp automatic transfer switches
- Run new electrical conduits and wiring for ATS installations
- Run new feeders from ATS to generator pad
- Pour concrete pad for generator placement
- Offloading and placement of generator onto pad (crane included)
- Initial diesel fuel fill
- Startup, commissioning and warranty registration of new generator

SCOPE OF WORK – GEN 2

- Provide new Generac 20 kW diesel generator and 200 amp automatic transfer switch
- Run new electrical conduits and wiring for ATS installation
- Run new feeders from ATS to generator pad
- Pour concrete pad for generator placement
- Offloading and placement of generator onto pad (crane included)
- Initial diesel fuel fill
- Startup, commissioning and warranty registration of new generator

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

WPI
Houston, TX United States

Certificate Number:
2022-853566

Date Filed:
02/22/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Buyboard

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

597-19
Standby Power

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT

10.3.



To: City Council
Subject: Consideration of a public hearing and possible action on Resolution No. R-2022-021 authorizing and creating the Estates of Hutto Public Improvement District within the City of Hutto pursuant to Chapter 372 Texas Local Government Code, providing an effective date, and related matters thereto. (Legal)
Meeting: Thursday, March 3, 2022
Department: Legal /
Staff Contact:

BACKGROUND INFORMATION:

On September 16, 2021, Aaron Thomison & Brenda Thomison submitted and filed with the City a Petition for the Creation of a Public Improvement District to Finance Improvements to the Estates of Hutto Development requesting the establishment of the Estates of Hutto Public Improvement District covering approximately 53.122 acres with the City limits. The Petition estimated the total cost of the Authorized Improvements for the proposed District to be \$8,000,000.00 (including issuance and other financing costs). On February 10, 2022, the City Council passed a resolution authorizing notice in the newspaper and notice to the landowners setting the public hearing for March 3, 2022 to consider whether to create the Estates of Hutto Public Improvement District.

SUMMARY OF REQUEST:

We request that this item be added to executive session.

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Hutto Estates of Hutto PID Creation Resolution 3.3.22

CITY OF HUTTO

RESOLUTION NO. - __

RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING AND CREATING THE ESTATES OF HUTTO PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Hutto, Texas (the “City”) is authorized under Chapter 372 of the Texas Local Government Code, (as amended, the “Act”) to create a public improvement district within the corporate limits of the City;

WHEREAS, on September 16, 2021, Aaron Thomison & Brenda Thomison (collectively the “Petitioner”), submitted and filed with the City a Petition for the Creation of a Public Improvement District to Finance Improvements to the Estates of Hutto Development (the “Petition”) requesting the establishment of the Estates of Hutto Public Improvement District (the “District”) covering approximately 53.122 acres, the boundaries of the proposed District described in Exhibit A (the “Property”) attached hereto and incorporated herein for all purposes, said area for the District being within the boundaries of the City;

WHEREAS, the Petition estimated the total cost of the Authorized Improvements (as defined herein) for the proposed District to be \$8,000,000.00 (including issuance and other financing costs);

WHEREAS, the City Council of the City (the “City Council”) has reviewed the Petition and determined that the Petition satisfies the requirements of the Act and the City’s PID Policy (the “PID Policy”);

WHEREAS, on March 3, 2022 the City Council, by resolution, called a public hearing to be held on the creation of the proposed District and the advisability of the improvements and services for the District;

WHEREAS, after publishing notice of the public hearing in a newspaper of general circulation in the City, and mailing notice of the public hearing, all as required by and in conformity with the Act, at least 15 days before the date of the public hearing, the City Council conducted such public hearing on the creation of the proposed District and the advisability of the improvements and services for the District;

WHEREAS, all owners of the property located within the proposed District and all other interest persons were given the opportunity at the public hearing to speak for or against the creation of the District and the advisability of the improvements and services for the District;

WHEREAS, the City Council closed such public hearing on _____ 2022; and

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.

SECTION 2. The Petition submitted to the City was filed with the City and complies with Subchapter A of the Act and the PID Policy.

SECTION 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council after considering the Petition and the evidence and testimony presented at the public hearing on March 3, 2022 hereby finds and declares:

- (a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are advisable and desirable improvements for the District.
- (b) **General Nature of the Authorized Improvements.** The general nature of the proposed public improvements are: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i)-(iv) above; and (viii) payment of costs associated with construction and financing the public improvements listed in subparagraphs (i)-(vii) above, including costs of establishing, administering and operating the District.
- (c) **Estimated Costs of the Authorized Improvements.** The estimated total costs of the Authorized Improvements is \$8,000,000.00 including issuance and other financing fees.
- (d) **Boundaries of the District.** The District is proposed to include approximately 53.122 acres of land located within the City, generally located on the northeast corner of CR 133 and CR 132, as more particularly described by the metes and bounds description attached hereto as Exhibit A.
- (e) **Proposed Method of Assessment.** The City shall levy an assessment on each parcel of the Property within the District in a manner that results in imposing equal shares of the costs on property similarly benefitted. Any assessments may be paid in full at any time (including interest and principal), and, if not paid in full, may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be

paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessments, and must continue for a period necessary to retire the indebtedness for those Authorized Improvements.

- (f) **Proposed Apportionment of Cost between the District and the City.** Approval and creation of the District will not obligate the City to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on the property within the District and from other funds, if any, available to the owners of the property.
- (g) **Management of the District.** The District shall be managed by the City, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District. Pursuant to the PID Policy, the annual update, including any annual costs, for the District is subject to review by the City staff with final approval by the City Council.
- (h) **Advisory Board.** The District shall be currently managed without the creation of an advisory body. The City Council reserves the right to appoint an advisory body in the future.

SECTION 4. The Estates of Hutto Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements and services for the District contained in this Resolution. The Authorized Improvements are authorized to be made in accordance with the service and assessment plan for the Estates of Hutto Public Improvement District and other agreements between the City and the Petitioner to be approved by the City Council at a future meeting.

SECTION 5. Notice of this Resolution authorizing the District shall be given by publishing such notice once in a newspaper of general circulation in the City. Effective upon the publication of such notice, the District shall be established.

SECTION 6. This Resolution shall take effect immediately from and after its passage and publication as required by law.

[Signature page follows.]

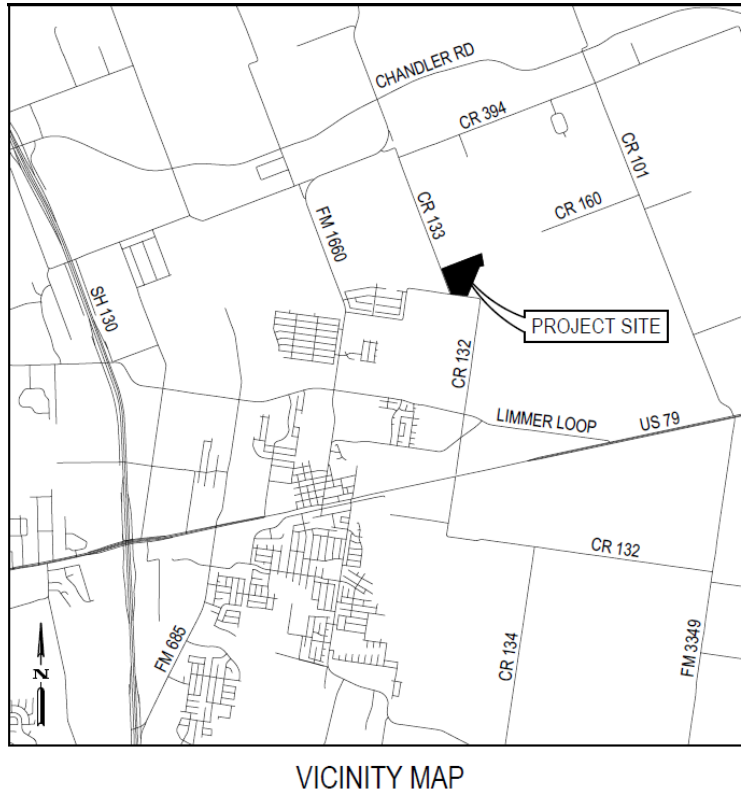
PASSED & APPROVED by the **CITY COUNCIL** of **BASTROP CITY**, on the _____ day of _____, 2022 on vote of ____ AYES; ____ NAYS; ____ABSTENTIONS.

MIKE SNYDER, MAYOR
CITY OF HUTTO

ATTEST:

ANGELA WALTON
INTERIM CITY SECRETARY
CITY OF HUTTO

Exhibit A



FIELD NOTES FOR A 53.122 ACRE TRACT OF LAND OUT OF THE PATRICK O. DAUGHERTY SURVEY, ABSTRACT NO. 184, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THE CALLED 53.12 ACRE TRACT OF LAND CONVEYED TO AARON THOMISON AND BRENDA THOMISON BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018002933 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 53.122 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the east right-of-way line of County Road 133 (R.O.W. varies), at the northwest corner of the above described Thomison 53.122 acre tract, being the southwest corner of a called 242.46 acre tract of land conveyed to Hutto 525 Development Partners, LP by Special Warranty Deed recorded in Document Number 2020119607 of the Official Public Records of Williamson County, Texas, for the northwest corner and the POINT OF BEGINNING of the herein described tract;

THENCE, with the north line of the said Thomison 53.122 acre tract, N 68°53'20" E a distance of 2,053.42 feet to a 5/8-inch iron rod found for the northeast corner of the herein described tract;

THENCE, with the easterly line of the said Thomison 53.122 acre tract, S 10°08'27" E a distance of 590.89 feet to a 1/2-inch iron rod found with plastic cap stamped "RPLS 5345" at an interior corner of

a called 79.11 acre tract conveyed to Alvin T. Murphy by Deed recorded in Volume 504, Page 62 of the Deed Records of Williamson County, Texas for the most easterly exterior corner of the herein described tract;

THENCE, continuing with the easterly line of said Thomison 53.122 acre tract, S 76°39'10" W a distance of 206.91 feet to a 6-inch by 6-inch square concrete monument found for an interior corner of the herein described tract;

THENCE, continuing with the easterly line of said Thomison 53.122 acre tract, S 22°39'49" W a distance of 1,526.74 feet to a 1/2-inch iron rod found on the north right-of-way line of County Road 132 (R.O.W. varies), at the southwest corner of the said Murphy 79.11 acre tract, for the southeast corner of the herein described tract; THENCE, with the north right-of-way line of said County Road 132, N 82°31'11" W a distance of 766.07 feet to a 3/4-inch iron rod found on said north right-of-way line, for the most southerly southwest corner of the herein described tract;

THENCE, leaving the north right-of-way line of said County Road 132 with the southwest line of the said Thomison 53.122 acre tract, N 54°51'14" W a distance of 16.24 feet to a 3/4-inch iron rod found on the east right-of-way line of said County Road 133, for the most westerly southwest corner of the herein described tract;

THENCE, with the east right-of-way line of said County Road 133, N 21°01'25" W a distance of 1,274.43 feet to the POINT OF BEGINNING and containing 53.122 acres of land, more or less.

AGENDA ITEM REPORT

11.1.



To: City Council
Subject: Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments.
Meeting: Thursday, March 3, 2022
Department: City Secretary /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

11.2.



To: City Council
Subject: Discussion regarding Racial Profiling results. (Dr. Alex Del Carmen)
Meeting: Thursday, March 3, 2022
Department: Police Department /
Staff Contact: Angela Walton

BACKGROUND INFORMATION:

Dr. Alex Del Carmen of Del Carmen Consulting, LLC, will provide annual contact data for 2021 and provide an overview of the requirements of the Texas Profiling Law Sandra Bland Act.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Hutto 2021 Racial Profiling Report-Final (002)

2021 Racial Profiling Report

Hutto Police Department



"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."

-Quote by Geneva Reed (Mother of Sandra Bland)

February 9, 2022
Hutto City Council
500 W. Live Oak Street
Hutto, Texas 78634

Dear Distinguished Members of the City Council,

The Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted in 2001, the Texas Racial Profiling Law. During the past year, the Hutto Police Department, in accordance with the law, has collected and reported traffic and motor vehicle-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements were implemented. Moreover, in 2017, the Sandra Bland Act was passed and signed into law (along with HB 3051 which introduced new racial and ethnic designations). The Sandra Bland Law requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. All of these requirements have been met by the Hutto Police Department and are included in this report.



This particular report contains three sections with information on motor vehicle-related contact data. In addition, when appropriate, documentation is also a component of this report, aiming at demonstrating the manner in which the Hutto Police Department has complied with the Texas Racial Profiling Law. In section 1, you will find the table of contents. In section 2, the report includes documentation which demonstrates compliance by the Hutto Police Department relevant to the requirements as established in the Texas Racial Profiling Law. That is, you will find documents relevant to the training of all police personnel on racial profiling prevention and the institutionalization of the compliment and complaint processes, as required by law.

In section 3, the report includes statistical data relevant to contacts (as defined by the law) which were made during the course of motor vehicle stops that took place between 1/1/21 and 12/31/21. In addition, this section contains the Tier 2 form, which is required to be submitted to this particular organization and the law enforcement agency's local governing authority, by March 1st of each year. The data in this report has been analyzed and compared to information derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report.

The last section of the report contains the original draft of the Texas Racial Profiling Law, SB1074, as well as the Sandra Bland Act (current law). Also, in this section, a list of requirements relevant to the Racial Profiling Law, as established by TCOLE (Texas Commission on Law Enforcement) is included. The findings in this report serve as evidence of the Hutto Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

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PUBLIC EDUCATION ON RESPONDING TO COMPLIMENTS AND COMPLAINTS

Informing the Public on the Process of Filing a Compliment or Complaint with the Hutto Police Department

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the Hutto Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a Hutto Police Officer. In addition, each time an officer issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All Hutto Police Officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Hutto Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of Hutto has been included in this report.

It is important to recognize that the Chief of the Hutto Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Hutto Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

RACIAL PROFILING
COURSE NUMBER 3256
TEXAS COMMISSION ON LAW ENFORCEMENT
SEPTEMBER 2001

Racial Profiling 3256

Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.

Racial Profiling 3256

1.0 RACIAL PROFILING AND THE LAW

1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.

1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

A. Written departmental policies

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

B. Not prima facie evidence

C. Feasibility of use of video equipment

D. Data does not identify officer

E. Copy of complaint-related video evidence to officer in question

F. Vehicle stop report

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

G. Compilation and analysis of data

H. Exemption from reporting – audio/video equipment

I. Officer non-liability

J. Funding

K. Required training in racial profiling

1. Police chiefs
2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) – see legislation 77R-SB1074

1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

1. Stop & Frisk doctrine
2. Stopping and briefly detaining a person
3. Frisk and pat down

C. Other cases

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
6. New York v. Belton, 453 U.S. 454 (1981)



2.0 RACIAL PROFILING AND THE COMMUNITY

2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.

2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.

- A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.
- B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole .
- C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.
- D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop.
- E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources.





3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

- A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements
- B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)
- C. A typical traffic stop resulting from racial profiling
 1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
 2. The driver and passengers are questioned about things that do not relate to the traffic violation
 3. The driver and passengers are ordered out of the vehicle
 4. The officers visually check all observable parts of the vehicle
 5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
 6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)

3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

A. Drug courier profile (adapted from a profile developed by the DEA)

1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
3. Vehicle is rented
4. Driver is a young male, 20-35
5. No visible luggage, even though driver is traveling
6. Driver was over-reckless or over-cautious in driving and responding to signals
7. Use of air fresheners

B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

A. Thinking about the totality of circumstances in a vehicle stop

B. Vehicle exterior

1. Non-standard repainting (esp. on a new vehicle)
2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)

C. Pre-stop indicators

1. Not consistent with traffic flow
2. Driver is overly cautious, or driver/passengers repeatedly look at police car
3. Driver begins using a car- or cell-phone when signaled to stop
4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

D. Vehicle interior

1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074: <http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm>

A close-up, slightly blurred photograph of a stack of colorful folders or binders. The folders are in various colors including blue, orange, and white. A black-bordered text box is superimposed on the upper left portion of the image.

REPORT ON COMPLIMENTS AND RACIAL PROFILING COMPLAINTS

Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/21-12/31/21 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.



A check above indicates that the Hutto Police Department has not received any complaints, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 1/1/21-12/31/21.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint Number	Alleged Violation	Disposition of the Case

Additional Comments:

TABLES ILLUSTRATING MOTOR VEHICLE-RELATED CONTACTS TIER 2 DATA

TOTAL STOPS: 7,266

STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

City Street	5,313
US Highway	1,341
County Road	434
State Highway	153
Private Property	25

WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	154
No	7,112

RACE OR ETHNICITY

Alaska Native/American Indian	51
Asian/Pacific Islander	166
Black	1,181
White	3,811
Hispanic/Latino	2,057

GENDER

Female Total: 2,720

Alaska Native/American Indian	6
Asian/Pacific Islander	69
Black	421
White	1,571
Hispanic/Latino	653

Male Total: 4,546

Alaska Native/American Indian	45
Asian/Pacific Islander	97
Black	760
White	2,240
Hispanic/Latino	1,404

REASON FOR STOP?

Violation of Law Total: 310

Alaska Native/American Indian	1
Asian/Pacific Islander	4
Black	52
White	158
Hispanic/Latino	95

Pre-existing Knowledge Total: 105

Alaska Native/American Indian	3
Asian/Pacific Islander	2
Black	10
White	51
Hispanic/Latino	39

Moving Traffic Violation Total: 4,791

Alaska Native/American Indian	37
Asian/Pacific Islander	117
Black	799
White	2,553
Hispanic/Latino	1,285

TIER 2 DATA CONTINUED

Vehicle Traffic Violation Total: 2,060

Alaska Native/American Indian	10
Asian/Pacific Islander	43
Black	320
White	1,049
Hispanic/Latino	638

Contraband (in plain view) Total: 14

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	5
White	7
Hispanic/Latino	2

WAS SEARCH CONDUCTED?

	YES	NO
Alaska Native/American Indian	1	50
Asian/Pacific Islander	1	165
Black	65	1,116
White	112	3,699
Hispanic/Latino	80	1,977
TOTAL	259	7,007

Probable Cause Total: 193

Alaska Native/American Indian	1
Asian/Pacific Islander	1
Black	52
White	82
Hispanic/Latino	57

Inventory Total: 13

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	2
White	3
Hispanic/Latino	8

REASON FOR SEARCH?

Consent Total: 29

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	5
White	15
Hispanic/Latino	8

Incident to arrest Total: 11

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	5
Hispanic/Latino	5

TIER 2 DATA CONTINUED

WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	1	0
Asian/Pacific Islander	1	1
Black	49	16
White	99	13
Hispanic/Latino	62	18
TOTAL	212	48

Did the finding result in arrest (total should equal previous column)?

	YES	NO
Alaska Native/American Indian	0	1
Asian/Pacific Islander	1	0
Black	18	31
White	31	68
Hispanic/Latino	24	38
TOTAL	74	138

DESCRIPTION OF CONTRABAND

Drugs Total: 189

Alaska Native/American Indian	1
Asian/Pacific Islander	1
Black	44
White	88
Hispanic/Latino	55

Currency Total: 2

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	1
Hispanic/Latino	1

Weapons Total: 2

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	0
Hispanic/Latino	1

Alcohol Total: 19

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	9
Hispanic/Latino	7

TIER 2 DATA CONTINUED

Stolen Property Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Other Total: 21

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	9
Hispanic/Latino	9

RESULT OF THE STOP

Verbal Warning Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Written Warning Total: 4,903

Alaska Native/American Indian	40
Asian/Pacific Islander	124
Black	813
White	2,697
Hispanic/Latino	1,229

Citation Total: 2,289

Alaska Native/American Indian	11
Asian/Pacific Islander	41
Black	350
White	1,084
Hispanic/Latino	803

Written Warning and Arrest Total: 45

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	9
White	20
Hispanic/Latino	15

Citation and Arrest Total: 29

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	9
White	10
Hispanic/Latino	10

Arrest Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

TIER 2 DATA CONTINUED

ARREST BASED ON

Violation of Penal Code Total: 41

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	7
White	22
Hispanic/Latino	12

Violation of Traffic Law Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Violation of City Ordinance Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Outstanding Warrant Total: 33

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	11
White	9
Hispanic/Latino	12

Was physical force used resulting in bodily injury during the stop?

	YES	NO
Alaska Native/American Indian	0	51
Asian/Pacific Islander	0	166
Black	0	1,179
White	0	3,813
Hispanic/Latino	0	2,057
TOTAL	0	7,266



TABLES ILLUSTRATING MOTOR VEHICLE RELATED CONTACT DATA



Table 1. Citations and Warnings

Race/ Ethnicity	All Contacts	Citations	Verbal Warning	Written Warning	Contact Percent	Citation Percent	Verbal Percent	Written Percent
Alaska Native/ American Indian	51	11	0	40	1%	0%	0%	1%
Asian/ Pacific Islander	166	41	0	124	2%	2%	0%	3%
Black	1,181	359	0	813	16%	15%	0%	17%
White	3,811	1,094	0	2,697	52%	47%	0%	55%
Hispanic/ Latino	2,057	813	0	1,229	28%	35%	0%	25%
TOTAL	7,266	2,318	0	4,903	100%	100%	0%	100%

Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison

Comparison of motor vehicle-related contacts with households that have vehicle access.

Race/Ethnicity	Contact Percentage	Households with Vehicle Access
Alaska Native/American Indian	1%	0%
Asian/Pacific Islander	2%	0%
Black	16%	14%
White	52%	68%
Hispanic/Latino	28%	16%
TOTAL	100%	98%

Table 3. Motor Vehicle Searches and Arrests.

Race/Ethnicity	Searches	Consent Searches	Arrests
Alaska Native/American Indian	1	0	0
Asian/Pacific Islander	2	1	1
Black	65	5	18
White	112	15	30
Hispanic/Latino	80	8	25
TOTAL	260	29	74

Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury

Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury	Arrest	Location of Stop	Reason for Stop

Table 5. Search Data

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Found No	Arrests	Percent Searches	Percent Contraband Found	Percent No Contraband	Percent Arrest
Alaska Native/ American Indian	1	1	0	0	0%	0%	0%	0%
Asian/ Pacific Islander	2	1	1	1	1%	0%	2%	1%
Black	65	49	16	18	25%	23%	33%	24%
White	112	99	13	30	43%	47%	27%	41%
Hispanic/ Latino	80	62	18	25	31%	29%	38%	34%
TOTAL	260	212	48	74	100%	100%	100%	100%

Table 6. Report on Audits.

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/21-12/31/21.

Audit Data	Number of Data Audits Completed	Date of Completion	Outcome of Audit
	1	03/01/21	Data is accurate
	2	06/01/21	Data is accurate
	3	09/01/21	Data is accurate
	4	12/01/21	Data is accurate

ADDITIONAL COMMENTS:

Table 7. Instance Where Force Resulted in Bodily Injury.

Race/Ethnicity	Number	Percent
Alaska Native/American Indian	0	0%
Asian/Pacific Islander	0	0%
Black	0	0%
White	0	0%
Hispanic/Latino	0	0%
TOTAL	0	0%

Table 8. Reason for Arrests from Vehicle Contact

Race/ Ethnicity	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant	Percent Penal Code	Percent Traffic Law	Percent City Ordinance	Percent Warrant
Alaska Native/ American Indian	0	0	0	0	0%	0%	0%	0%
Asian/ Pacific Islander	0	0	0	1	0%	0%	0%	3%
Black	7	0	0	11	17%	0%	0%	33%
White	22	0	0	9	54%	0%	0%	27%
Hispanic/ Latino	12	0	0	12	29%	0%	0%	36%
TOTAL	41	0	0	33	100%	100%	100%	100%

Table 9. Contraband Hit Rate

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Hit Rate	Search Percent	Contraband Percent
Alaska Native/ American Indian	1	1	100%	0%	0%
Asian/ Pacific Islander	2	1	50%	1%	0%
Black	65	49	75%	25%	23%
White	112	99	88%	43%	47%
Hispanic/Latino	80	62	78%	31%	29%



ANALYSIS AND INTERPRETATION

The Texas legislature, in 2001, passed Senate Bill 1074 which became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002 and required all police departments in Texas, to collect traffic-related data and report this information to their local governing authority by March 1st of each year. This law remained in place until 2009, when it was modified to include the collection and reporting of all motor vehicle related contacts where a citation was issued or an arrest made. Further, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of individuals before detaining them. Further, it became a requirement that agencies report motor vehicle related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1st of each year. The purpose in collecting and disclosing this information has been to determine if police officers, in a particular municipality, are engaging in the practice of racially profiling minority motorists.



In addition, the Texas Racial Profiling Law requires police departments to interpret motor vehicle-related data. Even though most researchers would probably agree with the fact that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is very difficult to determine if individual police officers are engaging in racial profiling, from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific "individual" racist behavior from aggregate-level "institutional" data on traffic or motor vehicle-related contacts.



As mentioned earlier, in 2009, the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1st, 2010. These changes included, but are were not limited to, the re-definition of a contact to include motor vehicles where a citation was issued or an arrest made. In addition, it required police officers to indicate if they knew the race or ethnicity of the individual before detaining them. Also, the 2009 law required adding "middle eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1st of each year.

In 2017, the Texas Legislators passed H.B. 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with the police. In addition, the Sandra Bland Act (S.B. 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts, became law and took effect on January 1, 2018. The Sandra Bland Act not only currently requires the extensive collection of data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

1. A comparative analysis of the information compiled (under Article 2.133):

- a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;*
- b. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;*
- c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches.*

2. Information related to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

In an attempt to comply with The Texas Racial Profiling/Sandra Bland Law, the Hutto Police Department commissioned the analysis of its 2021 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2021 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians (Middle Easterners and individuals belonging to the "other" category, as optional categories), that came in contact with the police in the course of a motor vehicle related contact, and were either issued a ticket, citation, warning were issued or an arrest was made. Also, included in this data were instances where a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest and use of physical force resulting in bodily injury.

It should be noted that the additional data analysis performed was based on a comparison of the 2021 motor vehicle contact data with a specific baseline. When reviewing this particular analysis, one should consider that there is disagreement, in the literature, regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Hutto Police Department accepted our recommendation to rely, as a baseline measure, on the Fair Roads Standard. This particular baseline is based on data obtained through the U.S. Census Bureau (2020) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

The census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless of the fact they may or may not be among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only. Thus, excluding individuals who may have come in contact with the Hutto Police Department in 2021 but live outside city limits. In some cases, the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

In 2002, several civil rights groups in Texas expressed their desire and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). This, in essence, constitutes a comparison that may result in ecological fallacy. Despite this, as noted earlier, the Hutto Police Department accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to the city of Hutto.

Tier 2 (2021) Motor Vehicle-Related Contact Analysis

When analyzing the enhanced and more detailed Tier 2 data collected in 2021, it was evident that most motor vehicle-related contacts were made with Whites. This was followed by Hispanics. Of those that came in contact with the police, most tickets or citations were issued to Whites and Hispanics; this was followed by Blacks. However, in terms of written warnings, most of these were issued to Whites; followed by Hispanics.

Regarding searches and arrests, the data showed that most searches took place among Whites. When considering all searches, most were consented by Whites and Hispanics, while most custody arrests were also of Whites. Overall, most searches resulted in contraband; of those that produced contraband, most were of Whites; this was followed by Hispanics. Of the searches that did not produce contraband, most were of Hispanics. Most arrests were made on Whites. Most of the arrests that originated from a violation of the penal code involved Whites. Overall, the police department does not report any instances where force was used that resulted in bodily injury.

Comparative Analysis

The data analysis of motor vehicle contacts to the census data relevant to the number of “households” in Hutto who indicated, in the 2020 census, that they had access to vehicles, produced interesting findings. Specifically, the percentage of Whites that came in contact with the police was lower than the percentage of White households in Hutto that claimed, in the 2020 census, to have access to vehicles. The opposite was true of Blacks, Hispanics, Asians, and American Indians. That is, a higher percentage of Blacks, Hispanics, Asians, and American Indians came in contact with the police than the percentage of Black, Hispanic, Asian, and American Indian households in Hutto that claimed, in the 2020 census, to have access to vehicles. It should be noted that the percentage difference among Black, Asian, and American Indian contacts with their respective households is of less than 3%; thus, deemed by some as being statistically insignificant.

The analysis of the searches resulting in contraband shows that the most significant contraband hit rate is of Whites. This was followed by Hispanics and Blacks. This means that among all searches performed in 2021, the most significant percentage of these that resulted in contraband was among Whites. The lowest contraband hit rate was among Asians.

Summary of Findings

The most recent Texas Racial Profiling Law requires that police department perform data audits in order to validate the data being reported. Consistent with this requirement, the Hutto Police Department has engaged del Carmen Consulting in order to perform these audits in a manner consistent with normative statistical practices. As shown in table 6, the audit performed has shown that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the police department is engaging in search practices consistent with national trends in law enforcement.

While considering the findings made in this analysis, it is recommended that the Hutto Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected) which may prove to be useful when determining the nature of the contacts police officers are making with all individuals.

As part of this effort, the Hutto Police Department should continue to:

- 1) Perform an independent analysis on contact and search data in future years.
- 2) Commission data audits in 2022 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive analysis of the data included in this report demonstrates that the Hutto Police Department has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of tier 2 data, and ensures that the practice of racial profiling will not be tolerated.

CHECKLIST

The following requirements were met by the Hutto Police Department in accordance with The Texas Racial Profiling Law:

- ☒ Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- ☒ Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the Hutto Police Department from engaging in racial profiling.
- ☒ Implement a process by which an individual may file a complaint regarding racial profiling violations.
- ☒ Provide public education related to the compliment and complaint process.
- ☒ Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.
- ☒ Collect, report and analyze motor vehicle data (Tier 2).
- ☒ Commission Data Audits and a Search Analysis.
- ☒ Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- ☒ Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2022.
- ☒ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.

LEGISLATIVE & ADMINISTRATIVE ADDENDUM



TCOLE GUIDELINES

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of **what** must be accomplished by an agency but allows wide latitude in determining **how** the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an “agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers’ official duties.”

The article further defines race or ethnicity as being of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American.” The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person’s race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer’s best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, “the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.”

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide an analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling;
and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) ~~[(7)]~~ the date of conviction; and

(9) ~~[(8)]~~ the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

Chief Clerk of the House

Approved:

Date

Governor

Modifications to the Original Law

(H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

- (A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);
- (B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);
- (C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);
- (D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION _____. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle~~[traffic]~~ stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, ~~[or]~~ Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle ~~[traffic]~~ stops in which a citation is issued and to arrests made as a result of ~~[resulting from]~~ those ~~[traffic]~~ stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the individual ~~[person]~~ detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit ~~[to the governing body of each county or~~

~~municipality served by the agency]~~ an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle ~~[traffic]~~ stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle ~~[traffic]~~ stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE ~~[TRAFFIC AND PEDESTRIAN]~~ STOPS. (a) In this article, "race":

~~[(1) "Race]~~ or ethnicity" has the meaning assigned by Article 2.132(a).

~~[(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]~~

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance ~~[regulating traffic or who stops a pedestrian for any suspected offense]~~ shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any ~~[each]~~ person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop ~~[traffic law or ordinance alleged to have been violated or the suspected offense];~~

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description ~~[the type]~~ of the contraband or evidence ~~[discovered];~~

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle ~~[existed and the facts supporting the existence of that probable cause];~~

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop~~[, including a description of the warning or a statement of the violation charged].~~

SECTION _____. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) ~~[means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].~~

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each ~~[local]~~ law enforcement agency shall submit a report containing the incident-based data ~~[information]~~ compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency ~~[in a manner approved by the agency].~~

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities ~~[determine the prevalence of racial profiling by peace officers employed by the agency]; and~~

(B) examine the disposition of motor vehicle ~~[traffic and pedestrian]~~ stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from [the] stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic or pedestrian]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle ~~[traffic and pedestrian]~~ stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle ~~[traffic and pedestrian]~~ stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle ~~[traffic or pedestrian]~~ stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION _____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION _____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and

(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION _____. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; ~~and~~
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; ~~and~~
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION _____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:

- (1) this chapter;

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure;
or

(3) a commission rule.

SECTION _____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino [~~Native American, or Middle Eastern descent~~].

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

(a) In this section, "race or ethnicity" means the following categories:

(1) Alaska native or American Indian;

(2) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(3) black;

(4) white; and

(5) Hispanic or Latino [~~or Native American descent~~].

SECTION 3. This Act takes effect September 1, 2017.

President of the Senate

Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor

The Sandra Bland Act

(S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision

(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

(1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];

(2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

(1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;

(2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

(3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

(2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

(1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;

(2) it is reasonable to divert the person;

(3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

(2) establishing or expanding collaboratives that serve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

(1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;

(2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and

(3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

(1) defendant is not charged with and has not been previously convicted of a violent offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,], at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

- (a) The commission shall:
- (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
 - (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
 - (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
 - (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
 - (5) revise, amend, or change rules and procedures if necessary;
 - (6) provide to local government officials consultation on and technical assistance for county jails;
 - (7) review and comment on plans for the construction and major modification or renovation of county jails;
 - (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
 - (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules and procedures adopted under this chapter;
 - (10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;
 - (11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;
 - (12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;
 - (13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;
 - (14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;
 - (15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;
 - (16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:
 - (A) common issues concerning jail administration;
 - (B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:

(A) determine if a prisoner is pregnant; and

(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:

(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and

(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:

(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and

(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:

(A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;

(B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and

(C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

(1) appropriations of money to the fund by the legislature; and
(2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

(1) a suicide;
(2) an attempted suicide;
(3) a death;
(4) a serious bodily injury, as that term is defined by
Section 1.07, Penal Code;
(5) an assault;
(6) an escape;
(7) a sexual assault; and
(8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other

than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection

(a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

(1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and

(2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

(1) topics selected by the agency; and

(2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:

(A) civil rights, racial sensitivity, and cultural diversity;

(B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]

(C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and

(D) unless determined by the agency head to be inconsistent with the officer's assigned duties:

(i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and

(ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and
(B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

Senate Speaker of the House

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote:
Yeas 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote:
Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:

Date

Governor

Chief Clerk of the House

**HUTTO
POLICE DEPARTMENT
RACIAL PROFILING POLICY**

	HUTTO POLICE DEPARTMENT	
	Policy 2.01 Bias Based Profiling	
	Effective Date: 19 December 2017	Replaces: 02 Apr 2012
	Approved: <u>Paul Hall</u> Chief of Police	
	Reference: TBP 2.01	

I. POLICY

We are committed to a respect for constitutional rights in the performance of our duties. Our success is based on the respect we give to our community, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate on the basis of race, sex, gender, national origin, ethnicity, age, or religion.

All enforcement actions, particularly stops of individuals (for traffic and other purposes), investigative detentions, arrests, searches and seizures of persons or property, shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment of the U. S. Constitution and statutory authority. In all enforcement decisions, officers shall be able to articulate specific facts, circumstances, and conclusions which support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Officers shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. Officers shall base all such actions on a reasonable suspicion that the person or an occupant of a vehicle has or is about to commit an offense.

II. PURPOSE

The purpose of this order is to provide general guidance on reducing the presence of bias in law enforcement actions, to identify key contexts in which bias may influence these actions, and emphasize the importance of the constitutional guidelines within which we operate.

III. DEFINITIONS

Bias: Prejudice or partiality which may be based on preconceived ideas, a person's upbringing, culture, experience, or education.

Biased Policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.

Ethnicity: Characteristics which may include race but also cultural characteristics or traits which are shared by a group with a common experience or history.

Gender: Unlike sex, a psychological classification based on cultural characteristics or traits.

Probable Cause: Facts or apparent facts and circumstances within an officer's knowledge and of which the officer had reasonable, trustworthy information to lead a reasonable and prudent person to believe that an offense has been or is about to be committed.

Race: A category of people of a particular decent, including Black, Asian/Pacific Islander, White, Hispanic/Latino, Alaska native/American Indian descent. As distinct from ethnicity, race only refers to physical characteristics sufficiently distinctive to group people under a classification.

Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Reasonable Suspicion: Articulable, objective facts which lead an experienced officer to suspect that a person has committed, is committing, or may be about to commit a crime. A well-founded suspicion is based on the totality of the circumstances and does not exist unless it can be articulated. Reasonable suspicion supports a stop of a person. Courts require that stops based on reasonable suspicion be "objectively reasonable."

Sex: A biological classification, male or female, based on physical and genetic characteristics.

Stop: The detention of a subject for a brief period of time, based on reasonable suspicion. A stop is an investigative detention.

IV. PROCEDURES

A. General Responsibilities

1. Officers are prohibited from engaging in bias based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes. *(TBP: 2.01)*
2. Reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall only be subjected to stops, seizures, or detention upon reasonable suspicion that they have committed, are committing, or

are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports.

3. Officers shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
 - a. As traffic stops furnish a primary source of bias-related complaints, officers shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the officer disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.
 - b. Officers shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.
4. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
 - a. Personnel shall facilitate an individual's access to other governmental services whenever possible, and shall actively provide referrals to other appropriate agencies.
 - b. All personnel shall accept, document, and forward to the Chief of Police any complaints made by an individual against the department. Further, officers shall provide information on the complaints process when appropriate.
5. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on an individual's well-being unless the explanation would undermine an investigation or jeopardize an officer's safety. When concluding an encounter, personnel shall thank him or her for cooperating.
6. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their departmental identification number, name of the immediate supervisor, or any other reasonable information.
7. All personnel are accountable for their actions. Personnel shall justify their actions when required.

B. Supervisory Responsibilities

1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify and correct instances of bias in the work of their subordinates.

2. Supervisors shall use the disciplinary mechanisms of the department to ensure compliance with this order and the constitutional requirements of law enforcement.
3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are critical in maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.
4. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement, but increases safety risks to personnel. Lack of control over bias also exposes the department to liability consequences. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.
5. Supervisors shall ensure that all enforcement actions are duly documented per departmental policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.
6. Supervisors shall facilitate the filing of any complaints about law enforcement service.

C. Disciplinary Consequences

1. Actions prohibited by this order shall be cause for disciplinary action, up to and including dismissal.

D. Training (*TBP: 2.01*)

1. Officers shall complete all training required by state law regarding bias based profiling.

V. COMPLAINTS

- A. The department shall publish complaint procedures and make them available at all city facilities and other public locations throughout the city. The department's complaint process and its bias based profiling policy will be posted on the department's website. Whenever possible, the media will be used to inform the public of the department's policy and complaint process.
- B. Complaints alleging incidents of bias based profiling will be fully investigated as described under Policy 2.4.
- C. Complainants will be notified of the results of the investigations when such investigation is completed.

VI. RECORD KEEPING

- A.** The department shall maintain all required records on traffic stops where a citation or warning is issued or where an arrest is made subsequent to a traffic stop pursuant to state law.
- B.** The information collected above will be reported to the City Council annually.
- C.** The information will be reported annually to TCOLE in the required format.



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For additional questions regarding the information presented in this report, please contact:

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AGENDA ITEM REPORT

11.3.



To: City Council
Subject: Present the Budget Calendar for the FY 2023 budget and receive budget guidelines from the City Council. (Angie Rios)
Meeting: Thursday, March 3, 2022
Department: Finance /
Staff Contact:

BACKGROUND INFORMATION:

Present the FY 2023 budget calendar and discuss important dates. The City Council will present their guidelines for the budget, for example, directions on the tax rate or projects that they would like to see in the budget.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Budget Calendar FY23

CITY OF HUTTO

FY 2023 Budget Calendar

This Calendar is subject to change and is not meant to be all inclusive

Due Date	Activity	Dept*	Date Completed
3/3/2022	City Council meeting to receive calendar; Receive Council guidelines on budget	Finance	
3/15/2022	Budget kickoff meeting with directors to discuss budget process, requests and deadlines	All Departments	
3/15/2022	Deliver budget request forms to all directors	Finance	
4/1/2022	FY 2023 Budget requests due from Departments	All Departments	
4/12/2022	Budget committee meets to review all requests	Finance/CMO	
4/15/2022	Six Month Revenue and Expenditure analysis and projections for FY 2022 complete by finance	Finance	
4/19/2022	Review and prioritization of requests with departments	All Departments	
4/26/2022	Review and prioritization of requests with departments	All Departments	
5/5/2022	City council meeting to present FY 2022 revenue and expenditure trends	Finance	
5/13/2022	Preliminary Budget complete by Finance	Finance	
5/17/2022	Budget Committee meets to review preliminary Budget	Finance/CMO	
5/24/2022	Draft 1 of Budget Completed	Finance	
6/16/2022	Tentative Budget Workshop at City Council Meeting	Finance	
6/17 - 7/20	Possible meetings with departments to discuss budget	Finance/CMO	
6/17 - 7/20	Possible meetings with city council to discuss budget	Finance/CMO	
7/7/2022	Tentative Budget Workshop at City Council Meeting	Finance	
7/21/2022	Tentative Budget Workshop at City Council Meeting	Finance	
7/25/2022	Certified appraisal rolls due to City	Finance	
7/29/2022	Calculation of no-new-revenue and voter-approval tax rates.	Finance	
8/4/2022	Deliver proposed budget to City Council; File proposed budget with City Secretary	Finance	
8/4/2022	City Council meeting to discuss tax rate. Vote to schedule 1 public hearing on the tax rate and 1 public hearing on the proposed budget. A public hearing on the tax rate is required if the proposed tax rate exceeds the lower of the no-new-revenue or voter-approval tax rate.	Finance	

8/7/2022	Or as soon after as practicable, submit the certified tax rate calculation forms to the county assessor-collector	Finance	
8/7/2022	Or as soon after as practicable, prepare the Notice of Tax Rates form and post on the home page of the website.	Finance	
8/7/2022	Publish Notice of Availability for Public Inspection for budget. Must be published at least 15 days before public hearing and at least 30 days prior to a vote on the tax rate ordinance.	City Secretary	
8/18/2022	City Council meeting to discuss tax rate; submit appraisal roll, certify anticipated collection rate and excess debt collections.	Finance	
8/21/2022	Publish Notice of Public Hearing on Tax Increase. Must be published at least five days before public hearing. Must be posted on the home page of the website from the date published and must remain on the website until the public hearing is concluded.	Finance	
9/1/2022	City Council meeting with public hearing on proposed budget. First reading of ordinance to adopt the budget. Action must be taken after the public hearing.	Finance	
9/1/2022	<i>If adopting a rate higher than the no-new-revenue rate - City Council meeting with public hearing on tax rate (may not be earlier than 5 days after publishing notice of public hearing). Tax rate can be adopted at the conclusion of the public hearing but no more than 7 days after the public hearing.</i>	Finance	
9/8/22 or 9/15/22	<i>If adopting a rate higher than the no-new-revenue rate the tax rate must be adopted with 7 days of the public hearing - City Council Meeting to adopt budget and tax rate. Can be at the same meeting as the public hearing on the tax rate. Per the Tax Code, if adopting a tax rate that exceeds the no-new-revenue rate, there is special wording that must be used in the ordinance and in the motion to adopt.</i>	Finance/City Secretary	
9/9/22 or 9/16/22	Post adopted budget on City website	Finance	
9/9/22 or 9/16/22	If the City adopts a tax rate that exceeds the no-new-revenue tax rate, a statement must be posted on the home page of the website. If the City adopts a tax rate that exceeds the no-new-revenue M&O rate, then an additional statement must be posted on the home page of our website. The notice must remain on the home page of the website until tax statements are mailed.	Finance	
9/9/22 or 9/16/22	Notify appraisal district of adopted Tax Rate.	Finance	
9/11/22 or 9/18/22	Publish Notice of Adopted Budget available for public inspection.	City Secretary	
	City Council Meetings		
	Per Local Government Code Title 4, Subtitle A, Chapter 102		
	Per Texas Tax Code Chapter 26		

AGENDA ITEM REPORT

11.4.



To: City Council
Subject: Discussion regarding developers presenting outside of the development process. (City Council)
Meeting: Thursday, March 3, 2022
Department: City Manager /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None