



City of Hutto

Agenda

City Council Meeting

Thursday, May 19, 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. PROCLAMATION

6.1. Public Works Week 2022

6.2. National Police Week 2022

7. 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.

7.1. Election of Mayor Pro Tem (City Council)

7.2. General Comments from City Council

7.3. City Council Liaison Reports

8. 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 5/19/22. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

9. CONSENT AGENDA ITEMS

- 9.1. Consideration and possible action on Ordinance No. O-2022-019 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. (Second Reading) (Angie Rios)
- 9.2. Consideration and possible action on Ordinance No. O-2022-018 prescribing certain fees for the City of Hutto, Texas, amending all applicable ordinances and other instruments; providing for a schedule of fees and charges. (Second Reading)(Angie Rios)
- 9.3. Consideration and possible action on Ordinance No. O-2022-021 amending Chapter 1, Article 1.07, Division 2, Part II, of the Code of Ordinances to provide for a completeness review period for special event permit applications. (Second Reading) (Cristian Rosas-Grillet, Kristi Robich)
- 9.4. Consideration and possible action on Resolution No. R-2022-047 approving an agreement for a Restroom at Hutto Community Park with Restroom Facilities LTD for an amount not to exceed \$93,616.00 through BuyBoard Contract No. 592-19; and authorizing the Interim City Manager to execute the Agreement. (Jeff White)
- 9.5. Discussion and possible action on Resolution No. R-2022-048 authorizing the receipt of a grant from the Texas Office of the Governor, Criminal Justice Division, Rifle-Resistant Body Armor Grant Program, to provide funding for the Police Department, to purchase forty-five sets of rifle-resistant body armor for Police Officers, with a total grant value of \$85,950. (Chief Jeff Yarbrough)
- 9.6. Consideration and possible action on Ordinance No. O-2022-022 granting to SiEnergy, its successors and assigns ("Company"), a franchise to construct, maintain, and operate pipelines and equipment in the City of Hutto, Williamson County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; reserving municipal authority; providing for indemnity to the municipality and insurance by company; requiring book and record keeping; providing for the payment of a fee or charge for the use of the city rights-of-way; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; providing an effective date and term; and repealing all previous gas franchise ordinances. (First Reading) (Legal)
- 9.7. Consideration and possible action on Ordinance No. O-2022-023 granting to Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.), its successors and assigns ("Company"), a franchise to construct, maintain, and operate pipelines and equipment in the City of Hutto, Williamson County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; reserving municipal authority; providing for indemnity to the municipality and insurance by company; requiring book and record keeping; providing for the payment of a fee or charge for the use of the city rights-of-way; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; providing an effective date and term; and repealing all previous gas franchise ordinances. (First Reading) (Legal)

10. RESOLUTIONS

- 10.1. Consideration and possible action on Resolution R-2022-045 approving the Second Amendment to the Management Agreement with the YMCA of Greater Williamson County; authorizing the Interim City Manager to execute the Agreement. (Angie Rios)

- 10.2. Consideration and possible action on Resolution No. R-2022-046 amending the City Council Protocol Policy to establish and clarify procedures for appointments, reappointments and/or removals of members of City boards, committees, and commissions. (Councilmember Peter Gordon, Councilmember Krystal Kinsey)

11. ORDINANCES

- 11.1. Hold a public hearing and consider action for the proposed Future Land Use Map revision request for the property known as the Ironwood Tract, 117.64 acres, more or less, of land, located off of Highway 79, from Commercial and High Density Residential to Light Industrial/Business Park. (First Reading) (Ashley Lumpkin)
- 11.1. (a) Consideration and possible action on Ordinance No. O-2022-024 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13 (Legal)
- 11.2. Hold a public hearing and consider action on Ordinance No. O-2022-025 approving the proposed annexation request for the Ironwood tract, approximately 117.64 acres, more or less, of land, described as being out of the Martin Strouse Survey, Abstract No. 587, in Williamson County, Texas and to establish base zoning as General Commercial (B-2) located off of Highway 79. (First Reading) (Ashley Lumpkin)
- 11.2. (a) Consideration and possible action on Ordinance No. O-2022-025 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13 (Legal)
- 11.3. Hold a public hearing and consider action for the zoning change request for the property known as the Ironwood Tract, 117.64 acres, more or less, of land, located off of Highway 79, from (ETJ) to LI (Light Industrial). (First Reading) (Ashley Lumpkin)
- 11.3. (a) Consideration and possible action on Ordinance No. O-2022-026 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13 (Legal)
- 11.4. Hold a public hearing and consider action for UDC Amendment, amending the Code of Ordinances (2020 Edition, as amended), Chapter 4 Section 10.403.3 Lot Dimensions and Area and 10.406.3 Single household detached and two to four household residence design to amend requirements for garage door width and to add language for residential alleys. (First Reading) (Ashley Lumpkin)
- 11.4. (a) Consideration and possible action on Ordinance No. O-2022-027 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13 (Legal)
- 11.5. Consideration and possible action on Ordinance No. O-2022-015 amending Article 14.03, Noise, of the Code of Ordinances to establish regulations for permits for concrete installation during non-construction hours. (First Reading) (Ashley Lumpkin)
- 11.5. (a) Consideration and possible action on Ordinance No. O-2022-015 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13 (Legal)
- 11.6. Consideration and possible action on Ordinance No. O-2022-028 establishing an Outside Agency Funding Advisory Committee; and providing for related matters. (City Council)
- 11.6. (a) Consideration and possible action on Ordinance No. O-2022-028 to dispense with the second reading pursuant to Hutto City Charter Article 3, Section 3.13 (Legal)

12. OTHER BUSINESS

- 12.1. 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.

- 12.2. Consideration and possible action to direct staff to amend the TIRZ 2 Project and Financing Plan. (Legal)

13. EXECUTIVE SESSION

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

- 13.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 13.2. Receive legal advice pursuant to Texas Government Code Section 551.071 and deliberate pursuant to Texas Government Code Sections 551.087 and 551.072 regarding economic development negotiations in and around the Megasite and consideration and conveyance of assignment and assumption agreements conveying Option to Purchase Real Property Agreements to promote economic development.
- 13.3. Deliberate the appointment, employment, evaluation, reassignment, or duties of the Interim City Manager pursuant to Texas Government Code Section 551.074, Personnel Matters.
- 13.4. Receive legal advice pursuant to Texas Government Code Section 551.071 relating to *Brooklands Partners, Ltd. v. City of Hutto*, Cause No. 22-0500-C425 pending in the 425th Judicial District Court in Williamson County, Texas.
- 13.5. Receive legal advice pursuant to Texas Government Code Section 551.071 relating to releasing McGinnis Lochridge memorandums regarding the hiring of Larry Gonzales as a consultant for the City dated March 4 (x2), 6 (x2), April 1, July 30, 2019 and executed engagement letter March 6, 2019.
- 13.6. Receive legal advice pursuant to Texas Government Code Section 551.071 relating to waiving the Attorney Client/Attorney Work Product Privilege relating to emails dated November 9 and 17, 2021 from former Council Member Villareal-Salvo to the City Attorney.
- 13.7. Receive legal advice pursuant to Texas Government Code Section 551.071 and deliberate regarding economic development pursuant to Texas Government Code Section 551.087 to deliberate the offer of a financial or other incentive to business prospects; including deliberations regarding the purchase, sale, exchange or value of real property pursuant to Texas Government Code Section 551.072.

14. ACTION RELATIVE TO EXECUTIVE SESSION

- 14.1. 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.
- 14.2. Consideration and possible action related to legal advice received pursuant to Texas Government Code Section 551.071 relating to *Brooklands Partners Ltd. v. City of Hutto*, Cause No. 22-0500-C425 pending in the 425th Judicial District Court in Williamson County, Texas.
- 14.3. Consideration and possible action related to legal advice received pursuant to Texas Government Code Section 551.071 and deliberations regarding economic

development pursuant to Texas Government Code Section 551.087 to deliberate the offer of a financial or other incentive to business prospects; including deliberations regarding the purchase, sale, exchange or value of real property pursuant to Texas Government Code Section 551.072.

- 14.4. Consideration and possible action related to legal advice pursuant to Texas Government Code Section 551.071 relating to releasing McGinnis Lochridge memorandums regarding the hiring of Larry Gonzales as a consultant for the City dated March 4 (x2), 6 (x2), April 1, July 30, 2019 and executed engagement letter March 6, 2019.
- 14.5. Consideration and possible action related to legal advice pursuant to Texas Government Code Section 551.071 relating to waiving the Attorney Client/Attorney Work Product Privilege relating to emails dated November 9 and 17, 2021 from former Council Member Villareal-Salvo to the City Attorney.

15. ADJOURNMENT

16. CERTIFICATION

I certify that this notice of the Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on May 16, 2022 at 5:00 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 Angela.Walton@huttotx.gov or call (512) 759-4033 for assistance.

AGENDA ITEM REPORT

6.1.



To: City Council
Subject: Public Works Week 2022
Meeting: Thursday, May 19, 2022
Department: Public Works /
Staff Contact: Padma Patla

BACKGROUND INFORMATION:

It is requested that City Council designates the week of May 15 - 21, 2022 as National Public Works Week.

SUMMARY OF REQUEST:

City Council proclaims the week of May 15 - 21, 2002 as National Public Works Week.

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:



Official Proclamation

A Proclamation Recognizing Public Works Professionals
May 19, 2022

Whereas, the government of Hutto, Texas celebrates Public Works professionals who focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of The City of Hutto and,

Whereas, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, and the engineers, managers, and employees at all levels of local government, who are responsible for rebuilding, improving, and protecting our city's water supply, water treatment, wastewater collection system and public buildings, and other structures and facilities essential for our citizens; and,

Whereas, it is in the public interest for the citizens, civic leaders, and children in The City of Hutto to gain knowledge and maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and,

Whereas, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it,

Now, therefore, I, Mike Snyder, Mayor of Hutto, TX, do hereby designate the week May 15–21, 2022, as National Public Works Week; I urge all citizens to join with The City of Hutto in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

AGENDA ITEM REPORT

6.2.



To: City Council
Subject: National Police Week 2022
Meeting: Thursday, May 19, 2022
Department: Police Department /
Staff Contact:

BACKGROUND INFORMATION:

It is requested that City Council observe the week of May 11 - 17, 2022 as National Police Week.

SUMMARY OF REQUEST:

That City Council observe the week of May 11 - 17, 2022 as National Police Week.

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:



Official Proclamation

A Proclamation Recognizing National Police Week 2022

Whereas, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Hutto Police Department;

Whereas, since the first recorded death in 1786, more than 25,767 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including 1 member of the Hutto Police Department;

Whereas, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC;

Whereas, 617 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 470 officers killed in 2021 and 147 officers killed in previous years;

Whereas, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 34th Candlelight Vigil, on the evening of May 13, 2022;

Whereas, the Candlelight Vigil is part of National Police Week, which will be observed this year May 11-17;

Whereas, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

THEREFORE, BE IT RESOLVED that the City of Hutto will observe May 11-17, 2022, as National Police Week in the City of Hutto, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

AGENDA ITEM REPORT

9.1.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2022-019 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. (Second Reading) (Angie Rios)
Meeting: Thursday, May 19, 2022
Department: Finance /
Staff Contact: Angie Rios

BACKGROUND INFORMATION:

At the May 5, 2022, City Council meeting, salary adjustments were approved for all employees by the City Council. This is the budget amendment required for those salary adjustments.

SUMMARY OF REQUEST:

Requested increase to the budget for the salary adjustments approved on May 5, 2022.

STAFF REVIEW:

FINANCIAL IMPACT:

General Fund \$215,505
Utility Fund \$ 29,538

POLICY IMPLICATIONS:

ATTACHMENTS:

ORDINANCE NO. 0-2022-

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 2021; 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 **5th day of May 2022.**

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Walton, City Secretary

EXHIBIT A
Budget Amendments
5/5/2021

General Services - Operating Fund (Fund 10)

Division		Current Budget	Proposed Budget Amendment	Revised Budget
City Manager				
Salaries	10-010-001-6001	590,443	16,282	606,725
FICA & Medicare	10-010-001-6051	47,979	1,246	49,225
TMRS	10-010-001-6053	74,196	1,926	76,122
Human Resources				
Salaries	10-010-004-6001	245,000	8,208	253,208
FICA & Medicare	10-010-004-6051	19,314	628	19,942
TMRS	10-010-004-6053	28,901	971	29,872
Economic Development				
Salaries	10-010-006-6001	150,000	3,000	153,000
FICA & Medicare	10-010-006-6051	12,333	230	12,563
TMRS	10-010-006-6053	19,072	355	19,427
Finance				
Salaries	10-020-001-6001	663,923	10,885	674,808
FICA & Medicare	10-020-001-6051	60,767	833	61,600
TMRS	10-020-001-6053	93,970	1,288	95,258
Municipal Court				
Salaries	10-020-011-6001	151,020	6,313	157,333
FICA & Medicare	10-020-011-6051	13,433	483	13,916
TMRS	10-020-011-6053	13,794	747	14,541
Development Services				
Salaries	10-030-021-6001	858,553	56,722	915,275
FICA & Medicare	10-030-021-6051	69,403	4,339	73,742
TMRS	10-030-021-6053	107,325	6,710	114,035
Construction Inspection				
Salaries	10-040-059-6001	117,168	2,332	119,500
FICA & Medicare	10-040-059-6051	9,339	178	9,518
TMRS	10-040-059-6053	14,442	276	14,718
Street Department				
Salaries	10-040-060-6001	525,983	5,416	531,399
FICA & Medicare	10-040-060-6051	42,581	414	42,995
TMRS	10-040-060-6053	65,847	641	66,488
Police				
Salaries	10-050-001-6001	3,217,428	111,909	3,329,337
FICA & Medicare	10-050-001-6051	294,410	8,561	302,971
TMRS	10-050-001-6053	455,277	13,239	468,516

EXHIBIT A
Budget Amendments
5/5/2021

City Secretary				
Salaries	10-060-003-6001	157,629	11,160	168,789
FICA & Medicare	10-060-003-6051	12,619	854	13,473
TMRS	10-060-003-6053	19,515	1,320	20,835
Communications				
Salaries	10-060-007-6001	208,887	3,000	211,887
FICA & Medicare	10-060-007-6051	16,651	230	16,880
TMRS	10-060-007-6053	25,748	355	26,103
Library				
Salaries	10-060-020-6001	96,057	8,355	104,412
FICA & Medicare	10-060-020-6051	10,587	639	11,226
TMRS	10-060-020-6053	16,372	988	17,361
Community Relations				
Salaries	10-060-025-6001	127,250	2,545	129,795
FICA & Medicare	10-060-025-6051	10,102	195	10,297
TMRS	10-060-025-6053	15,622	301	15,923
Information Technology				
Salaries	10-060-030-6001	160,135	21,781	181,916
FICA & Medicare	10-060-030-6051	14,033	1,666	15,700
TMRS	10-060-030-6053	21,701	2,577	24,278
Parks				
Salaries	10-090-039-6001	264,710	5,118	269,828
FICA & Medicare	10-090-039-6051	23,061	392	23,453
TMRS	10-090-039-6053	35,662	605	36,267
Fleet Maintenance				
Salaries	10-090-050-6001	61,002	3,676	64,678
FICA & Medicare	10-090-050-6051	4,895	281	5,176
TMRS	10-090-050-6053	7,569	435	8,004
Facility Maintenance				
Salaries	10-090-051-6001	129,150	1,804	130,954
FICA & Medicare	10-090-051-6051	10,316	138	10,454
TMRS	10-090-051-6053	15,952	213	16,166
To increase the budget for the approved salary adjustments				

EXHIBIT A
Budget Amendments
5/5/2021

Utility Fund (50)

Division		Original Budget	Proposed Budget Amendment	Revised Budget
Public Works Admin				
Salaries	50-040-001-6001	389,614	6,083	395,697
FICA & Medicare	50-040-001-6051	31,365	465	31,831
TMRS	50-040-001-6053	48,503	720	49,223
Utility Billing				
Salaries	50-020-010-6001	279,144	5,898	285,042
FICA & Medicare	50-020-010-6051	23,969	451	24,420
TMRS	50-020-010-6053	37,066	698	37,763
Utilities				
Salaries	50-040-058-6001	563,148	15,238	578,386
FICA & Medicare	50-040-058-6051	46,684	1,166	47,849
TMRS	50-040-058-6053	72,192	1,803	73,994
To increase the budget for the approved salary adjustments				

AGENDA ITEM REPORT

9.2.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2022-018 prescribing certain fees for the City of Hutto, Texas, amending all applicable ordinances and other instruments; providing for a schedule of fees and charges. (Second Reading)(Angie Rios)
Meeting: Thursday, May 19, 2022
Department: Finance /
Staff Contact: Angie Rios

BACKGROUND INFORMATION:

At the April 7, 2022 City Council meeting, the CFO presented information on credit card charges paid by the City on development services transactions and the fees collected on the same transaction from the 2% credit card fee set in the fee ordinance. Discussion was had on what payment options are available for developers and whether the City should absorb any of the credit card charges or pass them on to the developers. It was decided that the credit card fee for development services transactions should be 3% so that developers would pay for the convenience of using a credit card to pay for their transactions.

This ordinance is the requested change to update the fee ordinance in order to charge a 3% fee on development services transactions.

SUMMARY OF REQUEST:

Change the credit card fee in the fee ordinance to 3% for development services transactions and 2% for all other transactions.

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

AGENDA ITEM REPORT

9.2.



ORDINANCE NO. O-2022-

AN ORDINANCE AMENDING THE FEE SCHEDULE FOR THE CITY OF HUTTO, APPENDIX A OF THE HUTTO CODE OF ORDINANCES, TO UPDATE THE FEES AND CHARGES FOR CERTAIN CITY SERVICES; PROVIDING FOR A SCHEDULE OF FEES AND CHARGES; PROVIDING A PUBLICATION CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE OF MAY 19, 2022.

WHEREAS, the City of Hutto, Texas (the “City”) is a home-rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code and its Home Rule Charter; and

WHEREAS, a review has been made by the City Staff covering rates, fees and charges of the City of Hutto for certain services rendered or provided by the City of Hutto; and

WHEREAS, it is deemed advantageous to set out all of said rates, fees and charges in one ordinance for the convenience of the City of Hutto, its employees and the citizens of Hutto and the public in general; and

WHEREAS, it is the purpose and intent of this ordinance to adopt rate schedules, fees and charges for such utilities and services provided by the City of Hutto; and

WHEREAS, it is recognized that the existing ordinances covering the various rates, fees and charges are numerous and it is the purpose and intent of this ordinance to amend all of said prior ordinance so as to set forth the rate and fee schedules as provided herein.

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

SECTION 1. The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. The Fee Schedule of the City of Hutto, Appendix A of the Hutto Code of Ordinances, is hereby amended to read in accordance with Attachment “A” which is attached hereto and incorporated into this Ordinance and the City Code for all intents and purposes. Underlined and italicized text shall be added and struck-through and bracketed text shall be deleted as indicated in Attachment “A”.

SECTION 3. All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

SECTION 4. Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect

any other valid portion of this Ordinance.

SECTION 5. The City Secretary of the City of Hutto, Texas, 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 6. 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 matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 7. This Ordinance shall be effective on May 19, 2022.

READ and APPROVED on first reading on this the **5th day of May, 2022**, at a regular meeting of the City Council of the City of Hutto, Texas.

READ, APPROVED and ADOPTED on second and final reading on this the **19th day of May, 2022**, at a regular meeting of the City Council of the City of Hutto, Texas.

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
Angela Walton, City Secretary

APPENDIX A

FEE SCHEDULE

ARTICLE A1.000 DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION

Sec. A1.001 Zoning fees

- (a) Temporary use permits: \$300.00.
- (b) Zoning change: \$750.00 up to 5 acres. \$100.00 for each additional 5 acres.
- (c) Planned unit developments (PUD): \$2,750.00 up to 20 acres. 20 acres or more \$4,000 plus \$100 for each additional acre or portion thereof. * Max of \$6,000
- (d) Planned unit development (PUD) amendment: 75% of regular planned unit development (PUD) fee.
- (e) Zoning variance: \$400.00.
- (f) Development agreements: \$1,000.00 plus
- (g) Form based code submittal: \$500.00 up to 80 acres. \$100.00 for each additional 5 acres.
- (h) Form based code amendment: 75% of regular form-based code submittal fee.
- (i) Annexation (voluntary): \$500.00.
- (j) Specific use permit: \$500.00.
- (k) Zoning verification letter: \$50.00.**
- (l) Minor Modification (historic district only): \$500.00
- (m) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**
- (n) Technology fee: \$25.00 except where indicated by**.
- (o) Notices:
 - (1) Published: \$150.00.
If the applicant requests postponement, the applicant shall incur the costs of a new published notice(s).
 - (2) Mailed: \$1.00 per mailed notice.
- (A) ***For residential variances, the first fifty (50) notices are included in the initial application fee. Any notices over fifty (50) shall be \$1.00 per notice.
- (3) On-site public hearing notification sign: \$25.00 per sign.
- (4) Written notice of each public hearing before the planning and zoning commission and/or city council shall adhere to the following chart:

Procedure	Published	Mailed	Notification distance	On-site public hearing notification signs placed	Notice posted on the city website
Planning Policy					
Comprehensive plan text amendment	*				*
Comprehensive plan map amendment	*				*
Code amendment	*				*

Annexation					
Voluntary	•	•	200 feet		•
Involuntary	•	•	200 feet		•
Zoning					
Zoning application	•	•	600 feet*	•	•
PUD development plan/rezoning*	•	600 feet*	•	•	
Specific use permit	•	•	600 feet*	•	•
Platting					
Preliminary Plat	•	•	200 feet		•
Replat	•	•	200 feet		•
Variances					
Residential variance***	•	•	200 feet	•	•
Commercial variance	•	•	600 feet*	•	•
Historic preservation					
Certificate of appropriateness					•

*Any proposed building over four-stories shall require an additional 100 ft distance per floor up to a maximum 1,000 ft notification distance.

Sec. A1.002 Appeals

- (a) Administrative appeal (zoning board of adjustment): \$500.00.**
- (b) All other appeals (city council): \$150.00.**

Sec. A1.003 Subdivision fees

- (a) Development assessment review: \$1,100.00.
- (b) Major subdivision preliminary plat: \$1,550.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- (c) Major subdivision preliminary plat revision: 75% of regular major subdivision preliminary plat fee.
- (d) Major subdivision final plat: \$1,000.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- (e) Plat vacation: \$500.00.
- (f) Amended plat of subdivision: \$500.00 plus \$25.00 per lot.
- (g) Major/minor plat recordation processing fee: \$50.00 plus Williamson County plat recordation fees.**
- (h) Minor/short form final plat: \$500.00.
- (i) Right-of-way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): \$250.00*. Requires amendment plat.
- (j) GIS fee: \$25.00 per application unless otherwise stated herein. \$25 per lot for Preliminary Plats, Amended Plats, and Short Form Plats.**

- (k) Subdivision public improvements/construction inspection fee: 3% of cost of public improvements.**
- (l) Plan extension request (1-year extension): \$250.00.**
- (m) Subdivision public improvements/construction plan review: 0.3% of engineer's opinion of probable cost.
- (n) Legal lot determination: \$50.00.**
- (o) Subdivision variance: \$300.00.
- (p) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**
- (q) Technology fee: \$25.00 except where indicated by.**
- (r) Service extension request application fees:
 - (1) Request not requiring city participation: \$200.00.
 - (2) Request requiring city participation: \$500.00.
 - (3) Technology fee: \$25.00.

Sec. A1.004 Development fees

- (a) Parkland fee-in-lieu of land dedication fees:
 - (1) Residential: \$800 per single family unit.
 - (2) Nonresidential and multi-family: \$975 (minimum); \$975 per acre for 3 or more acres.

Sec. A1.005 Site plan fees

- (a) Site plan review fee: \$1,000.00 plus \$100.00 per acre. A resubmittal fee of \$250.00 after the third submittal for the project.
 - (1) Technology fee: \$25.00.
- (b) Site inspection fee: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- (c) Site inspection fee (public improvements only): 3% of cost of public improvements.
- (d) Minor deviations/design modifications: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- (e) Fire review fees: Fire review fees shall be established by the Williamson County Emergency Services District No. 3.
- (f) Right-of-way use permit fees. Driveway/flatwork/sidewalk/curb cut only:
 - (1) Application fee: \$100.00.
 - (2) Inspection fee: \$65.00.
 - (3) Technology fee: \$5.00.
- (g) Right-of-way use permit fees:
 - (1) Application fee (applied to inspection fee): \$500.00.
 - (2) \$500.00 or 3% of construction cost inspection fee, whichever is greater.
- (h) Clearing and grading permit fees:
 - (1) Application fee: \$100.00.
 - (2) Technology fee: \$7.00.

Sec. A1.006 Building plan review fees

Building plan review fees:

- (1) New residential building permit fee: \$1,600.00 flat fee.
- (2) Residential addition/remodel building permit fee: \$75.00
- (3) Commercial: 65% of commercial permit fee. Required for all new commercial construction and commercial addition permits.
- (4) Certificate of appropriateness (historic district only):

- (A) Minor projects: \$30.00.
- (B) Major projects (i.e., new construction): \$250.00.
- (C) Technology fee: \$7.00.
- (5) Master plan submittal: \$500.00 per new home plan compliance review.

Sec. A1.007 Building permit fees

- (a) Payment. Fees for building permits double if work on the project begins prior to issuance of the permit. All permit fees are to be paid in advance by the licensed party who applies for the permit. Building valuation is determined by the International Code Council (ICC) Building Valuation Data Table (BVD). This calculation takes the total square feet of a structure multiplied by the amount found on the BVD table for the building group and construction type.
- (b) New commercial/residential addition/commercial addition/commercial remodel permit fees: Includes required inspections, reinspection are an additional fee.

Estimated Valuation	Fee
\$1.00 to \$5,000.00	\$25.00
\$5,001.00 to \$10,000.00	\$76.92
\$10,001.00 to \$25,000.00	\$99.69 for the first \$10,000.00 plus \$7.70 for each additional \$1,000.00
\$25,001.00 to \$50,000.00	\$215.19 for the first \$25,000.00 plus \$5.56 for each additional \$1,000.00
\$50,001.00 to \$100,000.00	\$354.19 for the first \$50,000.00 plus \$3.85 for each additional \$1,000.00
\$100,001.00 to \$500,000.00	\$546.69 for the first \$100,000.00 plus \$3.08 for each additional \$1,000.00
\$500,001.00 to \$1,000,000.00	\$1,778.69 for the first \$500,000.00 plus \$2.62 for each additional \$1,000.00
\$1,000,001.00 and up	\$3,088.69 for the first \$1,000,000.00 plus \$1.74 for each additional \$1,000.00

- (1) Reinspection: \$65.00 each, after 3rd failed inspection, must wait 2 days for reinspection.
- (2) Technology fee:
 - (A) Residential building permit: \$10.00.
 - (B) Commercial building permit: \$20.00.
- (c) Miscellaneous permits/inspections by type:
 - (1) Technology fee: \$7.00 for all miscellaneous permits, except where indicated by.**
 - (2) Move-in permit fee (modular structure): \$150.00.
 - (3) Demolition:
 - (A) Residential: \$50.00.
 - (B) Commercial: \$150.00.
 - (4) Storage building permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s). Reinspection are an additional fee.
 - (5) Water softener, water heater, irrigation, spa, hot tub, HVAC, solar panel, and wind turbine permits: \$50.00,

plus required inspection(s) fees. Reinspection are an additional fee.

(6) Pool permit (in ground): \$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Reinspection are an additional fee.

(7) Pool permit (above ground, over 24" tall): \$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Reinspection are an additional fee.

(8) Patio/deck permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s) fees. Reinspection are an additional fee.

(9) Fire safety inspection: Fire safety inspection for commercial buildings is set by Williamson County Emergency Services District No. 3.

(10) Tree removal permit:**

(A) Undeveloped or redevelopment site:

(i) Trees with a DBH of at least 6", regardless of health: Permit required; no fee.

(ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.

(B) Developed site:

(i) Trees with a DBH of at least 2.5", regardless of health: Permit required; no fee.

(ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.

(11) HUD-code manufactured home fees:

(A) Permit application fee: \$100.00.

(B) License application or renewal fees: \$50.00.

(C) License transfer fee: \$50.00.

(12) Sign permits:

(A) Regular signs (on buildings or freestanding):

(i) Signs meeting code requirements, fee due upon application: \$5.00 per square foot of facing.

(ii) Sign master plan application fee: \$100.00.

(B) Signs requiring variances:

(i) Processing fee: \$100.00.

(ii) If variance approved: \$15.00 per square foot of facing.

(iii) If variance approved for sign master plan: \$10.00 per square foot of facing.

(C) Temporary signs:

(i) Temporary commercial signage, per sign: \$50.00.

(ii) A-frame sign: \$30.00 (1 year).

(iii) Public information sign: Permit required; no fee.**

(iv) Political sign: No permit required; no fee.**

(13) Certificate of occupancy (change of commercial tenant or ownership): \$50.00.

(14) Temporary certificate of occupancy: \$250.00 per issuance.

(15) Occupation of a structure prior to issuance of a certificate of occupancy: \$100.00 per day of occupancy prior to issuance of a certificate of occupancy.

(16) Temporary job/construction trailer: \$30.00.

(17) Remodel-residential: \$50.00 plus required inspection(s) fees. Reinspection are an additional fee. (No plan review fee required.)

(18) Inspection for habitable dwelling. Building or home 5 years or older: \$100.00.

(19) All inspections and reinspection not listed above: \$50.00 each.** After 3rd failed inspection, must wait 2 days for reinspection and reinspection is \$100.00.

Sec. A1.008 Map and plan documents

- (a) Printed map products:
 - (1) Black and white or color map:
 - (A) 8.5" x 11": \$5.00.
 - (B) 11" x 17": \$10.00.
 - (C) 34" x 48": \$20.00.
 - (2) Map tube: \$2.00.
 - (3) Postage: \$4.00 depending on additional postage fees.
 - (4) 2-day request: \$40.00.
 - (5) As-built plans (24" x 36"): \$10.00.
- (b) GIS/CD/e-mail products:
 - (1) PDF file: \$10.00.
 - (2) JPG file: \$10.00.
 - (3) CD: \$15.00.
 - (4) DVD: \$15.00.
 - (5) Postage: \$4.00 depending on additional postage fees.
 - (6) Shape file:
 - (A) Each layer: \$35.00.
 - (B) Parcel layer: \$70.00.
 - (7) Aerial:
 - (A) Individual panels (per panel): \$35.00.
 - (B) All panels: \$860.00.
 - (8) As-built plans (electronic): \$25.00.
- (c) GIS custom maps: GIS is not authorized to prepare custom maps. However, should the preparation of a custom map be authorized by the planning director, the customer will be charged on a per-hour basis. \$75.00 for the first hour, \$35.00 for each additional hour.

Sec. A1.009 Right-of-way fees for network providers

- (a) Application fees. The application fees shall be assessed on the number of node support poles and/or network nodes contained in an application for installation at the following rates:
 - (1) Five hundred dollars (\$500.00) per application. This amount will cover applications covering up to five network nodes;
 - (2) For applications with more than five network nodes, there shall be an additional two hundred and fifty dollars (\$250.00) fee for each additional network node (limit of 30 nodes total); and
 - (3) One thousand dollars (\$1,000.00) per application for each node support pole.
- (b) Rent from network providers.
 - (1) Network nodes. The annual network node site rental rate as set in chapter 284 sec. 284.053 shall be \$250.00 per network node, with annual CPI adjustment as provided for in chapter 284, section 284.054.
 - (2) Poles. Chapter 284, section 284.053 does not provide a separate rate for poles.
 - (3) Transport facility. The annual transport facility rental rate as set in chapter 284 section 284.055 shall be \$28.00 monthly for each network node, unless an equal or greater amount is paid the city, e.g., under chapter 283, Tex. Loc. Gov. Code or chapter 66, Tex. Util. Code.
- (c) Annual collocation on service pole attachment fee. Twenty dollars (\$20.00) per network node permitted to be collocated on a city service pole.

ARTICLE A2.000 PUBLIC SAFETY

Sec. A2.001 Police department fees

- (a) Hourly rate for police unit (vehicle) on security detail, per hour: \$15.00.

Sec. A2.002 Animal control fees

Animal control: [chapter 4](#) of the Code of Ordinances. All fees set forth shall apply as adopted by the county commissioner's court for the regional animal shelter, as amended.

- (1) Dog registration for sterilized animal, per tag: \$5.00.
- (2) Dog registration for unsterilized animal, per tag: \$10.00.
- (3) Impoundment fee, registered: \$30.00.
- (4) Impoundment fee, unregistered: \$60.00.
- (5) Return charge for loose livestock that are picked up, per occurrence: \$65.00.
- (6) Holding fee, per day: \$10.00.
- (7) Rabies vaccination, per animal: \$15.00.
- (8) Pick up deceased owner animal, per animal: \$25.00.
- (9) Fee for dropping off animal - owner surrender, per occurrence: \$25.00.
- (10) Additional drop-off fee with litter, per occurrence: \$25.00.

Sec. A2.003 Traffic fines

The municipal judge has discretion to charge the maximum fee per state law depending on the violation. In addition to traffic fines, a person convicted of a misdemeanor shall pay court cost mandated by the state. Other fines charged are established in the Code of Ordinances and state law.

Sec. A2.004 City ordinances

As stated in chapter 1, [section 1.01.009](#) of the code, the city council may establish the following penalties:

- (1) A fine up to \$2,000.00 in all cases arising under the ordinances, resolutions, rules or orders that govern: fire safety, zoning, public health and sanitation;
- (2) A fine up to \$4,000.00 in all cases arising under the ordinances, resolutions, rules or orders that govern illegal dumping of refuse; and
- (3) A fine up to \$500.00 for all other city violations.

Sec. A2.005 Unlawful passing of school buses

Unlawfully passing a school bus is punishable by a fine of \$500.00–\$1,250.00 for first offense, or \$1,000.00–\$2,000.00 for second or subsequent offense.

Sec. A2.006 Failure to maintain motor vehicle liability insurance

Conviction of this offense is a misdemeanor punishable by a fine of not less than \$175.00 or more than \$350.00; if a person has been previously convicted of this offense, it is punishable by fine of not less than \$350.00 or more than \$1,000.00.

Sec. A2.007 Parked in handicap zone

Conviction of this offense is a misdemeanor punishable by a fine of not less than \$500.00 or more than \$750.00; if a person has been previously convicted of this offense, it is punishable by a fine not less than \$550.00 or more than \$800.00; and if that person has been convicted three times of this offense, a fine of not less than \$800.00 or more than \$1,100.00.

Sec. A2.008 Time payment fee (article 102.030 Code of Criminal Procedure)

Municipal court shall collect a fee of \$15.00 from a person who has been convicted, pays any part of a fine, court cost or restitution on or after the 31st day after the date judgment is entered.

Sec. A2.009 Food sanitation fees (25 Texas Administrative Code section 229.161–171, 229.173–175)

Fees under this subsection are to be reviewed and regulated by the county and cities health district.

ARTICLE A3.000 PUBLIC WORKS

Sec. A3.001 Solid waste collection

(a) Monthly fees. Monthly fees are based on cart selection. Bulky waste pickup is not included with the 65-gallon solid waste cart selection.

	95-gal. solid waste	95-gal. solid waste	65-gal. solid waste	65-gal. solid waste
	95-gal. recycling	65-gal. recycling	95-gal. recycling	65-gal. recycling
Solid waste	\$11.37	\$11.37	\$9.79	\$9.79
Recycling	\$4.37	\$3.61	\$4.37	\$3.61
Bulky waste	\$0.52	\$0.52	n/a	n/a
Street maintenance (6%)	\$0.98	\$0.93	\$0.85	\$0.81
Sales tax (8.25%)	\$1.43	\$1.36	\$1.24	\$1.18
Total monthly cost	\$18.67	\$17.79	\$16.25	\$15.39

(b) Additional carts: 50% of monthly rate.

(c) Tenant clean out (includes up to 10 cubic yards): \$150.00.

(d) Additional pickup request (includes up to 3 cubic yards or 6 carts): \$8.75 per pickup.

Sec. A3.002 Assessments

(a) Lot cleanup: Actual cost plus \$100.00 administrative fee.

ARTICLE A4.000 PUBLIC FACILITY RENTALS

Sec. A4.001 Facilities and equipment rental

Rental procedures and forms will be set and made available through the parks and recreation department.

(1) Generally.

(A) A security deposit shall be required to rent park facilities. Upon inspection and determination that facilities have not been damaged and clean-up cost have not been incurred, the deposit shall be refunded.

(B) A fee will be charged for the preparation of athletic fields (striping).

(C) A per hour, per staff member fee will be charged if a city employee is required to be present during usage.

(2) Park facilities.

	Resident	Nonresident	Deposit	
			Private Parties	Corporations
Fritz Park Large Pavilion				
Hourly rate (2-hr minimum)	\$20.00	\$30.00	\$200.00	\$400.00
Half day rate	\$140.00	\$210.00	\$200.00	\$400.00

Full day rate	\$300.00	\$450.00	\$200.00	\$400.00
Fritz Park Party Pavilion				
Hourly rate (2-hr minimum)	\$50.00	\$75.00	\$200.00	\$400.00
Full day rate	\$300.00	\$450.00	\$200.00	\$400.00
Fritz Splash Pad and Pavilion				
After hours rental	\$300.00	\$450.00	\$100.00	N/A
Hutto Community Park Pavilion				
Hourly rate (2-hr minimum)	\$10.00	\$15.00	\$200.00	\$400.00
Half day rate	\$70.00	\$105.00	\$200.00	\$400.00
Full day rate	\$150.00	\$225.00	\$200.00	\$400.00
Hutto Park at Brushy Creek Pavilions				
Hourly rate (2-hr minimum)	\$20.00	\$30.00	\$200.00	\$400.00
Half day rate	\$140.00	\$210.00	\$200.00	\$400.00
Full day rate	\$300.00	\$450.00	\$200.00	\$400.00
Hutto Lake Park Pavilion				
Hourly rate (2-hr minimum)	\$10.00	\$15.00	\$200.00	\$400.00
Half day rate	\$70.00	\$105.00	\$200.00	\$400.00
Full day rate	\$150.00	\$225.00	\$200.00	\$400.00
Glenwood Pavilion				
Hourly rate (2-hr minimum)	\$10.00	\$15.00	\$200.00	\$400.00
Half day rate	\$70.00	\$105.00	\$200.00	\$400.00
Full day rate	\$150.00	\$225.00	\$200.00	\$400.00

(3) Athletic fields:

	Resident	Nonresident	Deposit	
			Hourly	4 or more hours
Holmstrom Field				
Hourly (lights)	\$100.00	\$125.00	\$100.00	\$400.00

Hourly (no lights)	\$75.00	\$100.00	\$100.00	\$400.00
Nguyen Field				
Hourly (lights)	\$150.00	\$175.00	\$100.00	\$400.00
Hourly (no lights)	\$75.000	\$100.00	\$100.00	\$400.00
Mager Fields (per field)				
Hourly (lights)	\$100.00	\$125.00	\$100.00	\$400.00
Hourly (no lights)	\$75.00	\$100.00	\$100.00	\$400.00
Creek Fields (per field)				
Hourly (no lights)	\$25.00	\$50.00	\$100.00	N/A

(4) Concession facilities.

	Resident Daily Rate	Nonresident Daily Rate	Deposit
Holmstrom			
Monday–Friday	\$15.00	\$15.00	\$300.00
Saturday–Sunday	\$50.00	\$50.00	\$300.00
Mager			
Monday–Friday	\$15.00	\$15.00	\$300.00
Saturday–Sunday	\$50.00	\$50.00	\$300.00

(5) Field preparation and staffing.

	Football	Soccer	Baseball/Softball
Stripping fee	\$150.00	\$100.00	\$35.00
Staffing (as needed, hourly)	\$25.00	\$25.00	\$25.00

(6) Equipment. Equipment may be rented if available, in conjunction with a paid field rental and deposit.

Equipment - Per day	Fee
Field equipment	\$35.00

Sec. A4.002 Youth sports association facility fees

(a) All youth associations will be required to pay no less than a \$5.00 nonresident fee per season for

each nonresident child in the association.

(b) A formal agreement, approved by the city council, with each sports association may establish a separate fee schedule.

Youth Leagues	Fees
Electric rate - hourly	\$20.00
Per nonresident rate	\$50.00

Sec. A4.003 Recreation program fees

All recreation program fees are set by the Recreation Manager and approved by the director of parks and recreation on a case-by-case basis. Nonresidents shall pay a \$5.00 surcharge per class.

ARTICLE A5.000 UTILITIES

Sec. A5.001 Deposits for water and wastewater accounts

Deposits for all water and wastewater accounts per connection. If average monthly consumption is found to be in excess of the minimum, the customer may be assessed an additional deposit as determined by the city manager.

(1) Water and wastewater, per customer:

(A) Good payment history: \$0.00.* Deposit may be waived with a letter of good credit ([section 24.04.038](#)) or through a credit check.

(B) Average payment history: \$150.00.**

(C) Poor payment history: \$250.00.**

*\$150.00 deposit will be charged for any customer without a deposit who is disconnected for nonpayment.

**An additional \$50.00 deposit will be charged to customers disconnected for nonpayment.

***Final determination of credit history to be made by the city utility billing supervisor.

(2) Wastewater only:

(A) Good payment history: \$0.00.* Deposit may be waived with a letter of good credit ([section 24.04.038](#)) or a through credit check.

(B) Average payment history: \$100.00.**

(C) Poor payment history: \$200.00.**

**An additional \$50.00 deposit will be charged to customers disconnected for nonpayment.

***Final determination of credit history to be made by the city utility billing supervisor.

(3) Nonresidential deposits: Nonresidential deposits are outlined in [section 24.04.038](#) in the Code of Ordinances. The minimum nonresidential deposit is equal to the residential deposit.

(4) Temporary meters, per meter: \$1,500.00.

Sec. A5.002 Connection fees

(a) Water:

(1) 5/8" and 3/4" meter: \$600.00.

(2) 1" meter: \$750.00.

(3) 1-1/2" meter: \$1,100.00.

(4) 2" meter: \$1,300.00.

(5) Above 2" meter: Actual meter costs plus \$300.00.

(b) Wastewater:

(1) Up to 8" connection: \$850.00 inside city; \$300.00 developer installed.

(2) Above 8" meter: Actual materials and labor costs plus \$500.00; \$300.00 developer installed.

Sec. A5.003 Other service charges

- (a) New account charge/transfer account charge: \$35.00.
- (b) Processing fee due to disconnection of services for nonpayment: \$50.00. (Jonah and Manville customers will be assessed this processing fee plus an additional \$50.00 disconnect fee charged by those providers.)
- (c) After-hours connection fee/reconnection fee: \$50.00 in addition to above.
- (d) Meter reread charge: \$25.00.
- (e) Tampering with a locking device: \$250.00.
- (f) Return trip fee: \$35.00, required if technician has to return location to connect water due to customer action.
- (g) Temporary fire hydrant backflow prevention testing: \$75.00.
- (h) Repair service damaged by construction: Cost of materials and labor

Sec. A5.004 Impact fees

- (a) For plats recorded between November 21, 2006, and January 31, 2013.
 - (1) Water, per service unit equivalent: \$4,363.00.
 - (2) Wastewater, per service unit equivalent: \$1,068.00.
- (b) For plats recorded between February 1, 2013, and February 3, 2021.
 - (1) Water, per service unit equivalent: \$3,625.00.
 - (2) Wastewater, per service unit equivalent: \$2,128.00.
- (c) For plats recorded after February 4, 2021.
 - (1) Water, per LUE: \$8,832.00.
 - (2) Wastewater, per LUE: \$2,788.00.

Sec. A5.005 Retail water and wastewater rates

- (a) Outside city rates: Outside city rates are 1.15 times inside city rates.
- (b) Water rates:
 - (1) Minimum monthly charge (demand):

Meter Size	Inside City	Outside City
5/8" and 3/4" meter	\$25.48	\$29.30
1" meter	\$38.24	\$43.97
1-1/2" meter	\$63.72	\$73.28
2" meter	\$127.44	\$146.55
3" meter	\$203.91	\$234.50
4" meter	\$407.80	\$468.97
6" meter	\$637.19	\$732.77
8" meter	\$1,274.39	\$1,465.55

- (2) Volume rate (per 1,000 gallons):

		Inside City	Outside City
Single-family residential:			
	Monthly use between:		
	0 to 5,000 gallons	\$5.08	\$5.84
	5,001 to 12,000 gallons	\$6.60	\$7.59
	12,001 to 25,000 gallons	\$8.90	\$10.24
	25,001 gallons or more	\$12.00	\$13.80
Nonresidential, all consumption			
Monthly use between:			
0 to 25,000 gallons		\$7.81	\$8.98
25,001 gallons or more		\$8.57	\$9.86
Irrigation, all consumption		\$8.90	\$10.24
Construction, all consumption		\$8.90	\$10.23

(c) Wastewater rates:

(1) Minimum monthly charge (demand):

Meter Size	Inside City	Outside City
5/8" and 3/4" meter	\$25.31	\$29.11
1" meter	\$39.49	\$43.68
1-1/2" meter	\$63.29	\$72.78
2" meter	\$126.56	\$145.56
3" meter	\$202.50	\$232.88
4" meter	\$405.01	\$465.75
6" meter	\$632.83	\$727.76
8" meter	\$1,265.66	\$1,455.51

(2) Volume rate (per 1,000 gallons):

	Inside City	Outside City
Residential*	\$6.33	\$7.28
Nonresidential**	\$7.28	\$8.36

(3) Monthly rate (volume and demand):

	Inside City	Outside City
Flat rate customers	\$60.38	\$69.43

(4) Drainage fee: \$4.00 per customer per month.

*Based on winter water use average.

**Based on monthly water meter readings. Nonresidential customers with a 5/8" or 3/4" water meter will continue to base their bill on the winter water use average unless a separate irrigation meter is installed. Wastewater-only customers must report monthly water readings. Late or underreported usage will be subject to late fees in accordance with [section 24.04.040](#) and disconnection for nonpayment.

Sec. A5.006 Unmetered fire protection systems

Unmetered fire protection systems, per connection, minimum charge per month, per service size:

- (1) 2-inch: \$8.00.
- (2) 6-inch: \$20.00.
- (3) 8-inch: \$30.00.

Sec. A5.007 Bulk water rate

Bulk water rate per 1,000 gallons: \$3.50.

Sec. A5.008 Drought contingency plan fees

(a) Water allocation surcharges for stage 6 response:

(1) Single-family residential customers:

- (A) \$10.00 for the first 1,000 gallons over allocation.
- (B) \$15.00 for the second 1,000 gallons over allocation.
- (C) \$20.00 for the third 1,000 gallons over allocation.
- (D) \$25.00 for each additional 1,000 gallons over allocation.

(2) Master-metered multifamily residential customers:

- (A) \$10.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.
- (B) \$15.00 thereafter for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.
- (C) \$20.00 thereafter for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.
- (D) \$25.00 thereafter for each additional 1,000 gallons over allocation.

(3) Commercial customers:

- (A) Customers whose allocation is 0 gallons through 3,000 gallons per month:
 - (i) \$10.00 per thousand gallons for the first 1,000 gallons over allocation.
 - (ii) \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
 - (iii) \$20.00 per thousand gallons for the third 1,000 gallons over allocation.
 - (iv) \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.
- (B) Customers whose allocation is 3,000 gallons per month or more:

- (i) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
- (ii) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
- (iii) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
- (iv) 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

(4) Industrial customers:

(A) Customers whose allocation is 0 gallons through 3,000 gallons per month:

- (i) \$10.00 per thousand gallons for the first 1,000 gallons over allocation.
- (ii) \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
- (iii) \$20.00 per thousand gallons for the third 1,000 gallons over allocation.
- (iv) \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.

(B) Customers whose allocation is 3,000 gallons per month or more:

- (i) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
- (ii) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
- (iii) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
- (iv) 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

(b) Reconnection charge: Water reconnection charge following discontinuance of water service for conviction of three or more distinct violations of the plan: \$35.00.

ARTICLE A6.000 BUSINESSES

Sec. A6.001 Alcoholic beverage permit and license

Beginning January 1, 2022 there are no permit and license fees.

Sec. A6.002 Peddlers, solicitors, distributors, itinerant vendors and mobile street vendors

- (a) Peddler/solicitor: \$25.00 for each person permitted.
- (b) Distributor: \$25.00 for each person or group of persons.
- (c) Itinerant vendors/mobile street vendors:
 - (1) 14-day permit: \$25.00 fee.
 - (2) 30-day permit: \$35.00 fee.
 - (3) 90-day permit: \$75.00 fee.
 - (4) 180-day permit: \$100.00 fee.

ARTICLE A7.000 LIBRARY

(a) Library cards:

(1) Nonresident:

(A) Family: No family cards.

(B) Individual: People not living within the city limits and children not currently enrolled in Hutto ISD schools may obtain a library card for \$10.00 annual fee. This will be effective April 1, 2015. This fee will be charged yearly at the time of renewal.

- (2) Replacement:
 - (A) For 1st replacement: \$1.00.
 - (B) All additional replacement cards: \$5.00.
- (b) Copy/print and fax:
 - (1) Black and white, per impression: \$0.10.
 - (2) Color, per impression: \$0.25.
- (3) Fax: \$1.00 for the first page and \$0.25 for subsequent pages for local, toll free and long-distance digital faxing. No international or incoming faxes allowed.
- (c) Fines and fees:
 - Lost or damaged book fee: Cost of book
- (d) Interlibrary loan: Cost of return postage.

ARTICLE A8.000 MISCELLANEOUS FEES

- (a) Special events permit application fee: \$50.00.
 - (b) Street closure permit application fee: \$25.00.
 - (c) Fireworks display permit application fee: \$40.00.
 - (d) Film application fee: \$500.00.
 - (1) Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: \$500.00 per day.
 - (2) Partial, nondisruptive use of a public building, park, right-of-way, or public area: \$250.00 per day.
 - (3) Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$50.00 per block per day.
 - (4) Partial closure or obstruction of a public street or right-of-way, including parking lots and on-street parking: \$25.00 per block per day.
 - (5) Use of city parking lots, parking areas, and city streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles): \$50.00 per block or lot per day.
 - (e) Brush collection by city after storm:
 - (1) Minimum: \$15.00.
 - (2) Additional time in increments of five minutes: \$5.00.
 - (f) Returned check fee (for any city payment): \$30.00.
 - (g) Credit card processing fee, per transaction: Processing fee of **3% of the charge amount per transaction for all development services transactions and 2% of the charge amount per transaction for all other transactions.**
 - (h) Certified copies:
 - (1) Standard or legal-size paper copies of city records: \$1.00 per page.
 - (2) Specialty paper and oversized paper copies of city records: Actual cost of copies plus \$1.00 per page.
 - (i) Notary services: \$6.00/notary, or in accordance with section 406.024 of the Government Code.
- (Ordinance O-2021-056 adopted 9/16/21)

AGENDA ITEM REPORT

9.3.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2022-021 amending Chapter 1, Article 1.07, Division 2, Part II, of the Code of Ordinances to provide for a completeness review period for special event permit applications. (Second Reading) (Cristian Rosas-Grillet, Kristi Robich)
Meeting: Thursday, May 19, 2022
Department: Community Services /
Staff Contact: Kristi Robich, Cristian Rosas-Grillet

BACKGROUND INFORMATION:

See attachment "A" in the packet.

SUMMARY OF REQUEST:

The amendment would require that special event permit applications' "official filing date" would be the date upon which the completed packet (and fees) are submitted to the city. This amendment would also require applications to be submitted at least thirty (30) days before the event is to begin.

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

CITY OF HUTTO

ORDINANCE NO. O-2022-

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING CHAPTER 1, ARTICLE 1.07, DIVISION 2, PART II, OF THE CODE OF ORDINANCES TO PROVIDE FOR A COMPLETENESS REVIEW PERIOD FOR SPECIAL EVENT PERMIT APPLICATIONS; AND PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

WHEREAS, the City of Hutto, Texas, (the “City”), is a home rule city operating pursuant to the laws of its Charter and of the State and Texas, by and through its duly elected City Council members; and

WHEREAS, the City Council desires to provide a completeness review period for special event permit applications; and

WHEREAS, the City Council finds certain amendments to the Code of Ordinances are necessary to meet changing conditions and are in the best interest of the City; and

WHEREAS, the City finds that this ordinance was passed and approved at a meeting of the City Council of the City of Hutto held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting; and

WHEREAS, the City Council has determined that all prerequisites to the adoption of this Ordinance have been met.

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

Section 1. Findings of Fact: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 2. Enactment: Sections 1.07.082, 1.07.083, and 1.07.090 of the Code of Ordinances of the City of Hutto are hereby amended to read in accordance with **Attachment A** which is attached hereto and incorporated into this Ordinance for all intents and purposes. Underlined and italicized text shall be added, and struck-through and bracketed text shall be deleted as indicated in **Attachment A**.

Section 3. Cumulative; Repealer: This Ordinance shall be cumulative of all provisions of the City Code and other ordinances of the City of Hutto, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of other ordinances. All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed

to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 5. Codification: The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 6. Passage: Pursuant to Section 3.13 of the Hutto City Charter, the Council determined that the first reading of this ordinance is sufficient for adequate consideration by an affirmative vote of four or more members of the City Council during the first reading and the requirement for reading this Ordinance on two separate dates with was dispensed with by the affirmative vote of four or more members of the City council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon a second reading.

Section 7. Effective Date: This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

Section 8. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ and APPROVED on the first reading this the _____ day of _____ 2022.

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

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____

Angela Walton, City Secretary

(SEAL)

APPROVED AS TO FORM:

Cristian Rosas-Grillet, Assistant City Attorney

Attachment “A”

Sec. 1.07.082 Application; fee; completeness review

(a) A person seeking a special event permit shall file an application with the city manager upon forms provided by the city, which shall be accompanied ~~[with]~~ by an application fee as provided in the fee schedule in appendix A of this code. ~~[In appropriate circumstances, the city manager shall have the authority to lower or waive the fee.]~~

(b) The city manager shall ensure that other licenses and permits, restrictions, regulations, fees for the city services, safeguards, or other conditions deemed necessary by individual city departments for the safe and orderly conduct of a special event be requested, submitted and approved before the special event permit is granted (e.g., health permit applications, agreement with the police department for police coverage, agreement with the public works department regarding costs associated with street closures, agreement with the parks and recreation department for the use of any park facilities).

(c) The “official filing date” for a special event permit application shall be the date upon which a complete application package containing all the information required by Section 1.07.084, including related administrative fees, is submitted to the city.

(d) No application shall be deemed officially filed until city staff determines that the application is administratively complete. Failure by city staff to make a certification of incompleteness within (10) business days following the date on which the application was first received by the city, shall result in the application being deemed complete, and the “official filing date” shall become the tenth (10) business day following initial receipt of the written request for a special event permit by the city.

(e) Special event permit applications that do not include all required information designated under Section 1.07.084 will be considered incomplete. Such incomplete applications shall not be accepted for official filing by the city, and shall not be scheduled for any action by the city until the proper information is provided to city staff.

Sec. 1.07.083 Application filing period

(a) Applications for a special event permit shall be filed not less than ~~[fifteen (15)]~~ thirty (30) days before the special event is to begin.

(b) Late applications, where good cause is shown and subject to the standards promulgated in section 1.07.085, may be considered when filed after the deadline prescribed in subsection (a) above.

...

Sec. 1.07.090 Notice of denial; appeals

The city manager shall act upon a complete application for a special event permit within seven (7) days after the ~~[filing]~~ official filing date thereof. If the city manager does not approve the application, he shall mail to the applicant a notice of this action, stating the reasons for the denial

of the application. Any person aggrieved shall have the right to appeal the denial to the city council by filing a notice of appeal with the city secretary within five (5) days after receipt of the notice of denial. The city council shall hear the appeal as soon as practicable, and its decision shall be final.

AGENDA ITEM REPORT

9.4.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2022-047 approving an agreement for a Restroom at Hutto Community Park with Restroom Facilities LTD for an amount not to exceed \$93,616.00 through BuyBoard Contract No. 592-19; and authorizing the Interim City Manager to execute the Agreement. (Jeff White)
Meeting: Thursday, May 19, 2022
Department: Community Services /
Staff Contact: Jeff White

BACKGROUND INFORMATION:

A restroom at Hutto Community Park has been requested by members of the City Council, the Parks Board, and the general public. This Buyboard bid is for the delivery and installation of a restroom building. Bid specifications include ADA unisex restroom with an attached 8" thick concrete slab foundation, a plumbing / electrical access chase, engineer and code-reviewed stamped plans, toilet, sink, hand dryer, air vent, metal roofing, and installation.

SUMMARY OF REQUEST:

Staff requests approval from City Council for an agreement for Restroom at Hutto Community Park with Restroom Facilities LTD, in an amount not to exceed \$93,616.00 through BuyBoard. Parks Advisory Board approved this restroom at the April 13, 2022 meeting. Staff will need to coordinate to have some site work completed and we fully expect this restroom to be available for use in the Fall of 2022.

STAFF REVIEW:

Angie Rios, Chief Financial Officer, Jeff White, Parks Superintendent

FINANCIAL IMPACT:

\$93,616 from the Parkland Development Fund

AGENDA ITEM REPORT

9.4.



POLICY IMPLICATIONS:

None

ATTACHMENTS:

RESOLUTION NO. R-2022-047

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN AGREEMENT FOR A RESTROOM BUILDING AT HUTTO COMMUNITY PARK, BETWEEN RESTROOM FACILITIES LTD AND THE CITY OF HUTTO, IN AN AMOUNT NOT TO EXCEED NINETY-THREE THOUSAND SIX HUNDRED SIXTEEN DOLLARS (\$93,616.00) THROUGH BUYBOARD CONTRACT NO. 592-19; 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 a restroom building at Hutto Community Park between Restroom Facilities LTD 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 ____ day of _____, 2022.

Mike Snyder, Mayor

ATTEST:

Angela Walton, City Secretary

APPROVED AS TO FORM:

By: _____
Cristian Rosas-Grillet, Assistant City Attorney

**AGREEMENT BY AND BETWEEN
THE CITY OF HUTTO, TEXAS
AND RESTROOM FACILITIES LTD**

This Agreement ("Agreement") is made and entered into this the _____ day of _____, 2022 ("**Effective Date**"), is by and between the **City of Hutto, Texas**, hereinafter called ("City"), a home rule Texas municipal corporation, and **Restroom Facilities LTD**, hereinafter called ("Contractor").

WITNESSETH:

WHEREAS, the City sought services related to a restroom building at Hutto Community Park (the "Services"); and

WHEREAS, the City reviewed BuyBoard for available vendors; and

WHEREAS, the Contractor, through BuyBoard Contract No. 592-19 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 Ninety-Three Thousand Six Hundred Sixteen Dollars (\$93,616.00), 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. 592-19, attached hereto as **Exhibit B**
- c. The Contractor's Proposal, attached hereto as **Exhibit A;** and

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, GRANTEES 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 THE 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:

Restroom Facilities LTD
Attn: John Putman, President
107 Colt Circle
Marble Falls, TX 78654

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. 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 Contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract.

24. 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 Contractor a written notice of termination at the end of its then current fiscal year.

25. Abandonment or Default.

A Contractor 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.

26. 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 Contractor 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.

27. Compliance with all Codes, Permitting and Licensing Requirements.

The Contractor 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 Contractor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

28. 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

29. Liens.

Contractor 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 Contractor 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.

30. 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).

31. Tax Exemption.

The City is not liable to Contractor 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. Contractors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

32. 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 acknowledgment of the provision within the contract. The City of Hutto retains all governmental immunities.

33. 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 acknowledgment of the provision within the Contract.

34. 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.

35. No Joint Enterprise.

The Contract is not intended to, and shall not be construed to create any joint enterprise between or among the parties.

36. 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 Contractor a completed 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 Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

37. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website 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 Contractor with respect to the proper completion of the TEC Form 1295.

38. Iran, Sudan, and Foreign Terrorist Organizations.

The signatory executing the Contract on behalf of Contractor represents that neither Contractor 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.

39. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.

Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

40. 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 Contractor 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 Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

41. 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 Contractor 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 Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

42. 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 _____, 2022.

_____.
a Texas corporation

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____ §

COUNTY OF _____ §
§

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____ of _____, 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 _____ 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.**

Notary Public in and for the State of Texas

[Seal]

EXHIBIT A – PROPOSAL

EXHIBIT B – BUYBOARD CONTRACT NO. 592-19

TURNKEY QUOTATION

PROJECT NAME: HUTTO COMMUNITY PARK
OWNER: THE CITY OF HUTTO, TX
DATE: MAY 9, 2022

Restroom Facilities Limited (RFL), the Nation's leading specialized restroom design/build firm since 1988, offers to furnish and install, per plans and specifications, subject to our attached Scope of Work, and the Standard Terms and Conditions of Sale, which become part of our offer to sell.

BUYBOARD CONTRACT 592-19

RFL BASE MODEL #B101	@	\$ 61,810.00
INSTALL	@	\$ 9,000.00
TOTAL WITH BUYBOARD DISCOUNT	@	\$101,683.00
FREIGHT AND CRANE	@	\$ 20,000.00
PAYMENT AND PERFORMANCE BONDS	@	\$ 2,806.00
TOTAL BUYBOARD W/ FREIGHT AND CRANE	@	\$ 93,616.00

Note: You must itemize your purchasing document as shown in this quote.

Payment terms: 50% installment with order; 45% in progress billings during construction; and balance of 5% upon completion of delivery and installation, no retention. Payment of 95% must be received by RFL prior to scheduling of delivery and installation. Thank you for considering RFL as your restroom specialist for this project.

HOW WE WORK

Once plans have been approved and engineer stamped, the manufacturing process begins. Typically, the manufacturing time frame is approximately 90-120 days and begins with execution of sales order and receipt of approved submittals, color selections and progress payments. It is the responsibility of the Client to respond to color selections in 1-3 days, if this condition is not met it will delay the construction process and the Client may incur additional charges. In-plant inspection reports and certifications will be provided by an independent inspection agency.

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The client must prepare the site in accordance with the "Scope of Work by Client" attached and coordinate any required on site inspections. Client is required to provide verification that the site is ready for delivery in accordance of Client's scope of work.

Exclusions:

- A. Sidewalks beyond building slab.
- B. Site issues beyond the control of RFL.
- C. Damage to existing improvements.
- D. Protection of existing utilities, landscaping, and improvements.
- E. If required per geotech report, footing, piers, and/or select fill labor and materials to be provided by others.
- F. Excavation and backfill of trenches

CLIENT'S SCOPE OF WORK
TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB

1. SURVEY STAKES:

Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

2. SUBGRADE PAD:

Detailed instructions to prepare the building site are as follows:

- 2.1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).
- 2.2. Import six inches of $\frac{3}{4}$ - road base rock, and pour for a footing and/or piers.
- 2.3. Compact to 95%, or to local code requirement. If RFL installer questions 95% compaction Client will be required to sign off on approval of setting of the building.
- 2.4. Compact one foot over in all directions (over build).
- 2.5. Supply approximately five cubic yards of clean sand, on side of site, for fine grading.
- 2.6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.
- 2.7. Provide water and inspection for RFL supplied underground sewer kit.
- 2.8. All irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane. Any damage to area after verification of path in is the responsibility of the Client.
- 2.9. Check corner locations against plans for proper sizing.
- 2.10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)
- 2.11. Excavate one foot perimeter footing if required by local code to specified depth.
- 2.12. Verify that pad is level and flat and at correct elevation.

3. **SITE ACCESS AND STORAGE:**

Provide suitable safe clear access to allow a crane (minimum 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by and paid for by CLIENT. CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). CLIENT is responsible for scheduling and paying for the de-energizing of any power lines, if powerlines are not de-energized in a timely manner any additional truck and / or crane cost will be the responsibility of the Client. CLIENT is responsible for rerouting or blocking of traffic to ensure safe and clear access, or if required by local or State jurisdiction, to delivery site and will be responsible for associated costs. Upon agreed delivery schedule client will be responsible for additional crane and trucking charges if any delays are incurred due to weather, lack of inspections, lack of pad being prepared, or any other cause for delay.. This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. All additional crane costs shall be borne by the CLIENT. A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

4. **UTILITIES:**

Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.

- 4.1. Water: RFL will furnish a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service to valve.
- 4.2. Sewer: RFL will furnish a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service. Depth of sewer line (below finished floor elevation) will be approximately 30" at bottom of sewer line at a distance of 6' from building. It is the responsibility of the Client to meet up with RFL's supplied sewer line at this depth. Client will be responsible for hiring of licensed plumber to acquire appropriate plumbing permit, to install prefabricated underground plumbing kit into pre dug trench, and to make connections between underground stubups and internal building plumbing located in plumbing chase within the building. RFL installer will be on site to answer any questions or give direction as to proper installation of said plumbing kit as requested by licensed plumber or client.
- 4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.

- 4.4. If the utilities are not available and connected to building when we depart the site, an additional charge will be billed to the CLIENT in the amount of 1,500 per day to send an installation crew back to site to flush out plumbing lines, pressurize building plumbing, test for leaks, test all other components of the building (plumbing, sewer, electrical), and conduct a final walk through of the building.
- 4.5. A minimum 1½" line with 50 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.

5. SPECIAL CONDITIONS AND COSTS:

If specifications and / or local ordinances by owner and / or local jurisdiction require any testing, work by licensed plumbers, work by licensed electricians, or special inspections, costs, if any, shall be borne by CLIENT.

6. PERMITS AND FEES:

All building permits and fees shall be borne by CLIENT.

7. INSPECTIONS:

We require that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. We require that final inspection and acceptance by owner and building officials be performed immediately following RFL's completion of installation. If any conditions exist in which RFL cannot conduct a final walkthrough (no utilities / partial utilities available during install, or other circumstances beyond our control) there will be an additional charge of 1,500 per day to send an RFL install crew or crew member back out to site at a later date to complete the installation. We also require final inspection and acceptance immediately following RFL's conclusion of any correction items.

8. SITE CLEANUP AND DEBRIS REMOVAL:

CLIENT shall provide an on-site trash bin for disposal of one pick up load of debris. All excess spoils shall be the responsibility of the CLIENT. All rough and final grading shall be by CLIENT.

9. VERIFICATION OF PREPARED PAD:

Client must verify elevation, compaction of pad as well as the pad being flat and level prior to delivery of building(s).

STANDARD TERMS AND CONDITIONS OF SALE

1. LINKAGE:

These Terms and Conditions of Sale shall apply and form a part of the Company's Offer to Sell and supersede all other expressed or implied terms and be linked to our Agreement for work whether or not signed by the Purchaser.

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2. **ACCEPTANCE:**

Unless otherwise expressly stated herein, the Company's Offer supersedes all previous quotations and expires, unless accepted by purchaser, within ten (10) days from date of Offer. None of the Terms and Conditions contained in this quotation may be added to, modified, superseded or otherwise altered except by a written instrument signed by the President of the Company. Each shipment to buyer from the Company shall be deemed to be only under these Terms and Conditions of Sale, which shall become part of our Offer to Sell, notwithstanding any Terms and Conditions that may be contained in any purchase order or other form of the buyer, notwithstanding the shipment, acceptance of payment or similar act of the Company. All Purchase Orders when accepted by the Company at 1707 Colt Circle, Marble Falls, Texas 78654, will be in accordance with the Laws of the State of Texas. All orders are subject to review by the Company in accordance with the Company's Offer to Sell before final acceptance is authorized. All disputes shall be governed by applicable Texas Law and all claims shall be filed and litigated in Burnet County, Texas, with the prevailing party recovering attorney's fees.

3. **PRICES:**

Initial payment is due no later than 30 days from receipt of invoice. All subsequent progress payments are due no later than 30 days from receipt of invoice. If payment is not made by client in accordance with the Contract Terms, interest will be charged at the rate of 1-1/2% (one and one-half percent) per month until paid. If an order is accepted by the Company, and a delivery date is accepted by the Client, and delivery is delayed by the Client, payment of all but 5% is due upon completion at the Point of Manufacture. A 1-1/2% (one and one-half percent) per month added fee shall be due for each month the shipment is delayed. Client shall approve Phase 1 plans and have color selections chosen and back to RFL no later than 15 days of receiving Phase 1 plans for review and color selection. If Phase 1 plans are not approved and / or color selections are not submitted to RFL within 15 days Client will incur a 1.5% fee of total project amount per month commencing at the 16 day mark. Fee shall continue on a monthly basis until Phase 1 approvals and / or color selections are received by RFL. If, during the performance of this contract, the price of construction materials increases, through no fault of RFL, the price of the contracted building shall be equitably adjusted by an amount reasonably necessary to cover any such price increase. Such price increases to the client shall be documented through change orders or invoices. Where the delivery of contracted buildings is delayed, through no fault of RFL, as a result of material shortage, material unavailability, or shipping regulation changes, RFL shall not be liable for any additional costs or damages associated with such delays.

4. **TERMINATION:**

Purchaser shall be responsible for costs of work performed which will include overhead and profit. Contract may not be cancelled once production has commenced.

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5. **TITLE AND LIEN RIGHTS:**

All Products remain the personal property of the Company, whether or not affixed to any other real property or structure, until the total amount of the contract including any change orders has been fully paid. The Company shall, in the event of the purchaser's default, have the right to enter upon any premises and repossess such structures and equipment wherever it may be located.

6. **LACHES:**

Failure of the Company to exercise any right or remedy under this contract shall not be deemed a waiver of such right, nor shall any lien or other right of the Company be lost or impaired by laches or in any manner or by any act or failure to act.

7. **LIMITATION OF LIABILITY:**

Under no circumstances, unless stated in our Offer to Sell or bid, shall the Company have any liability for liquidated damages, for collateral, consequential special damages, loss of profits, loss of production, delay in the progress of construction, whether resulting from delays in delivery, performance, breach of warranty, due to lack of timely performance in reviewing and approving shop drawings, completing site preparation or lack of payment in accordance with the terms set forth herein. The aggregate total liability of the Company under the contract, whether for breach of warranty or otherwise shall in no event exceed the contract price. Buyer agrees to indemnify and holds harmless the Company from all claims by third parties which extend beyond the foregoing limitations on the Company's liability.

8. **DELIVERY:**

Except as may be otherwise specified in the attached Offer, delivery will be F.O.B. point of manufacture. Time of delivery is an estimate only. The Company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, acts of Government or military, delays in transportation or procurement of materials or causes of any kind beyond the Company's immediate control. If building is ready for shipment and Customer delays said shipment, Company shall store the facility at the point of manufacturing and charge 1-1/2% (one and one-half percent) per month as a storage charge. If shipment arrives and site is not ready, Owner shall pay any off-site storage fees as applicable.

9. **WARRANTY:**

All structural elements produced by the company are warranted to the purchaser to be free from defects in material, workmanship and title. The Company will replace or repair, at its option, defects in workmanship or any part which is proven defective within five years from delivery. This warranty applies only where the Company has been notified in writing of the defect within the warranty period and where any equipment has been properly operated and maintained in accordance with the Company's instructions: the Company having no responsibility for abuse, neglect, minor leaks in plumbing, or

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improper storage. Company shall have no responsibility for improper grading of concrete or soil around the building that does not allow for proper drainage of water away from the building. Example: improper drainage of water could cause cracking of brick, cultured stone, natural stone, cmu, hardie materials, or other types of exterior finishes, as well as swelling, rot, mold, or mildew of any type of lumber that has prolonged exposure to water. Typically the final grade must be sloped away from the foundation by 1/2 inch per foot over a minimum distance of 10 feet (site plans, civil engineer, or others can and may override the above recommendation, as it is a typical recommendation and site conditions vary). Keeping the proper slope allows water to drain away from the foundation. Should any issues arise where additional work must be performed RFL retains the right to perform this work at the earliest opportunity. Should it be necessary to have this work performed by others due to the nature of the work or a conflict in scheduling, RFL must be notified 48 hours in advance in writing and given the opportunity to perform said work. Should it be necessary to have this work performed by others a written estimate must be approved by RFL in advance of any work being undertaken. The Company assigns any and all warranties for fixtures, appliances, and other equipment manufactured by others to said other manufacturer. Due to its nature, concrete is prone to settling and cracking. Minor cracking in the concrete is normal and is not the responsibility of RFL. Checking, warping, twisting, or splits in timbers are natural occurrences and are not the responsibility of RFL. We use high quality 304 stainless steel in our products and under certain conditions and/or improper maintenance stainless steel may rust. Minor rust spots or discoloration are not the responsibility of RFL. The foregoing shall constitute the said liability of the Company and the sole remedy to the purchaser. Company's warranties as set forth in this paragraph are exclusive and are in lieu of, and purchaser hereby waives all other warranties, expressed or implied, including without limitation, any implied warranties or merchantability and fitness. This warranty shall be void if payment in full for the project is not received by the Company in accordance with these Terms and Conditions of Sale.

10. **CREDIT:**

(Deposit and Progress Payments)

11. **MUNICIPAL AND FEDERAL GOVERNMENT AGENCIES:**

Orders may require deposits or progress payments. If buyer's financial situation justifies such action, the Company may at its election require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If the buyer delays completion of manufacture or a delay in shipment, the Company shall require payment according to the percentage of completion. In the event of the default of the buyer, the Company is entitled to the full amount due including reasonable attorneys fees, costs, storage, expenses of physical recovery, and interest at 1-1/2% (one and one-half percent) per month.

12. **CLIENTS AND NON-GOVERNMENT AGENCIES:**

Orders may require deposits or advance payment as well as progress payments subject to the buyer's creditworthiness in accordance with the Company's applicable credit policies. Breach of any payment terms shall accelerate full payment which shall be due the balance of the contract amount including change orders.

Restroom Facilities Limited

John Putman, President

Date

Client Name

Name and Title

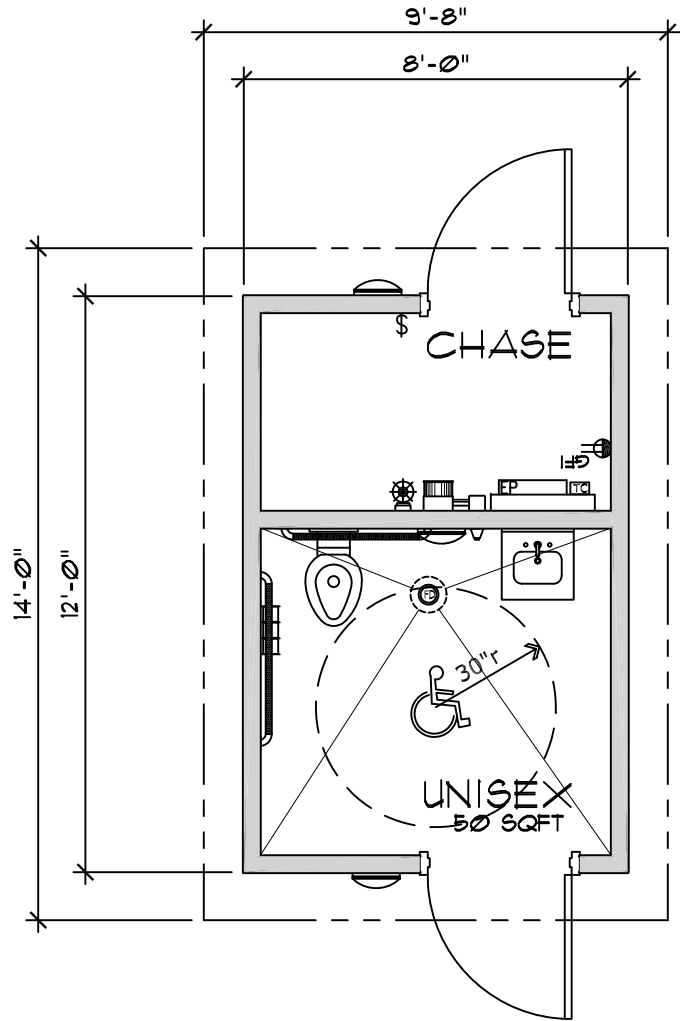
Date

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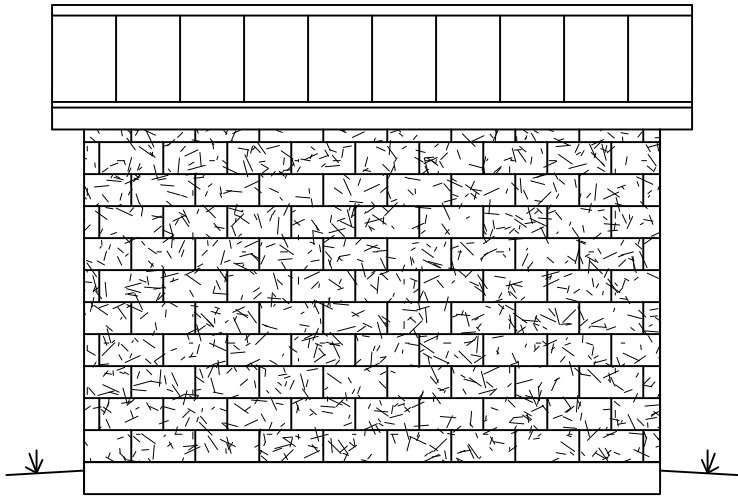
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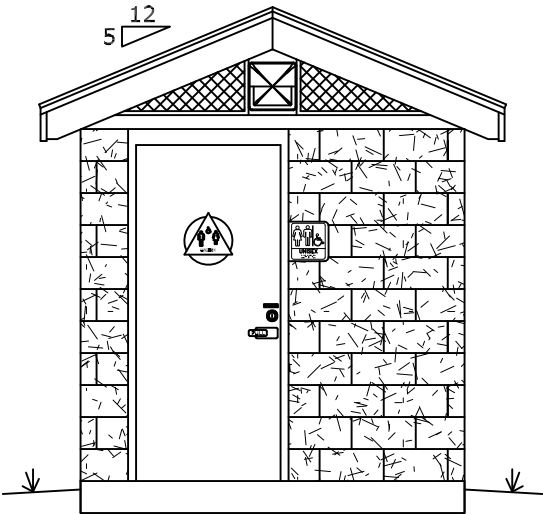
1707 Colt Circle, Marble Falls, Texas 78654 • Phone: 512.222.5454 • www.restroomfacilities.com



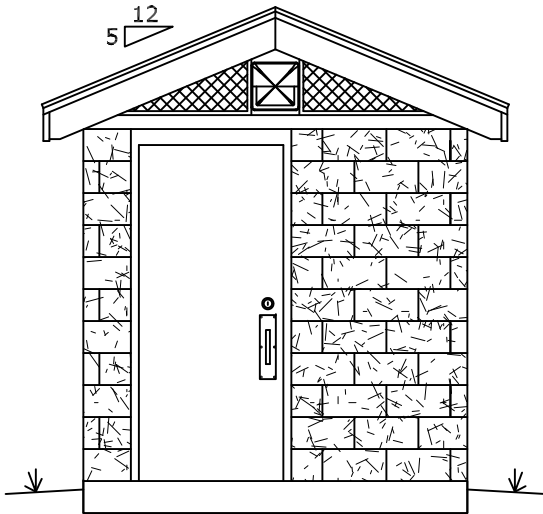
FLOOR PLAN



SIDE ELEVATION



FRONT ELEVATION



REAR ELEVATION

Restroom
Facilities
Limited

400 WESTERN ROAD
RENO, NEVADA 89506
(775) 327-6060

THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF
RESTROOM FACILITIES (THE COMPANY) AND
SHALL NOT BE REPRODUCED OR DISCLOSED TO
OTHERS WITHOUT THE WRITTEN CONSENT OF THE
PRESIDENT OF THE COMPANY OR AS
AUTHORIZED BY WRITTEN CONTRACT WITH THE
COMPANY.

© RESTROOM FACILITIES 2003 BUILDING
AND METHOD OF CONSTRUCTION PATENT
4,485,608, OTHER U.S. & FOREIGN
PATENTS PENDING.

REF. MODEL NUMBER: B101
PROJECT: STD BLOCK FACILITY
APPROX 90 PPL/HOUR

PROJECT NO: --
DATE: --
DRAWN BY: CRH
CHECKED BY: --
APPROVED BY: --

DESCRIPTION:
FLOOR PLAN
ELEVATIONS

001-1

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.**

AGH2O Holdings, LLC
Round Rock, TX United States

Certificate Number:
2022-885958

Date Filed:
05/13/2022

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.

2260
Restroom rehab

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

9.5.



To: City Council

Subject: Discussion and possible action on Resolution No. R-2022-048 authorizing the receipt of a grant from the Texas Office of the Governor, Criminal Justice Division, Rifle-Resistant Body Armor Grant Program, to provide funding for the Police Department, to purchase forty-five sets of rifle-resistant body armor for Police Officers, with a total grant value of \$85,950. (Chief Jeff Yarbrough)

Meeting: Thursday, May 19, 2022

Department: Police Department /

Staff Contact:

BACKGROUND INFORMATION:

In response to the July 7th, 2016, shooting of police officers in Dallas, Texas, Senate Bill 12 was passed during the 85th Legislature Regular Session. On May 27th, 2017, Governor Abbott signed Senate Bill 12 into law which authorized the Criminal Justice Division (CJD) of the Governor's Office to create a grant program to assist agencies in the purchase of rifle-resistant body armor. The Rifle-Resistant Body Armor Grant Program is administered by the Office of the Governor, Criminal Justice Division to equip law enforcement officers at risk of shootings with rifle-resistant body armor. CJD's overall goal is to increase the safety of Texas law enforcement officers and prevent further loss of life in active shooter situations.

SUMMARY OF REQUEST:

Staff recommends approval of a Resolution authorizing the receipt of a grant from the Texas Office of the Governor, Criminal Justice Division, authorizing the receipt of a grant from the Texas Office of the Governor, Criminal Justice Division, Rifle-Resistant Body Armor Grant Program, to provide funding for the Police Department, to purchase forty-five sets of rifle-resistant body armor for Police Officers, with a total grant value of \$85,950.00.

STAFF REVIEW:

FINANCIAL IMPACT:

Funds will be budgeted in Fiscal Year 2022 if grant is received. \$85,950.00 will be funded as cost reimbursement from the grant with no cash or in-kind match required.

POLICY IMPLICATIONS:

AGENDA ITEM REPORT

9.5.



The Hutto Police Department is authorized 44 sworn officer positions. The funds from this grant would allow the Department to be reimbursed for the purchase of forty-five sets of rifle-resistant body armor needed to equip officers with increased safety and to prevent the further loss of life in active shooter situations.

ATTACHMENTS:

RESOLUTION NO. R-2022-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AUTHORIZING AN APPLICATION ACCEPTANCE FOR AND RECEIPT OF A GRANT FROM THE TEXAS OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM, TO PROVIDE FUNDING FOR THE POLICE DEPARTMENT, TO PURCHASE FORTY-FIVE SETS OF RIFLE RESISTANT BODY ARMOR FOR POLICE OFFICERS, WITH A TOTAL GRANT VALUE OF \$85,950.00; AND AUTHORIZING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO EXECUTE ALL DOCUMENTS IN REGARD TO THE REQUESTED FUNDS, WHICH INCLUDES THE AUTHORIZATION TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT.

WHEREAS, the City Council for the City of Hutto finds it in the best interest of the citizens of the City of Hutto that the Rifle Resistant Body Armor Grant Program be operated for the Fiscal Year 2022; and

WHEREAS, the City Council for the City of Hutto agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City Council assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, the City Council for the City of Hutto wishes to designate the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

Section 1. That the City Council for the City of Hutto authorizes the City Manager or his designee to submit an application and accept the Grant to the Office of the Governor, Texas Criminal Justice Division (CJD), to provide Rifle Resistant Body Armor to its officers through the grant for the Fiscal Year 2022 in the amount of \$85,950.

Section 2. That the City Council for the City of Hutto assures the awarded funds will be returned to the Office of the Governor, Texas Criminal Justice Division (CJD), in full in the event of loss or misuse of the CJD funds from such grant.

Section 3. That the City Council for the City of Hutto authorizes the City Manager, as the authorized official, to execute all documents in regard to the request and grant funds, which includes the authorization to apply for, accept, reject, alter or terminate the grant.

Section 4. That the City Council for the City of Hutto agrees and directs the City of Hutto will comply with other rules set by the Criminal Justice Division of the office of the Governor of Texas applicable to said grant.

RESOLVED this 19th day of May, 2022.

APPROVED:

Mike Snyder, Mayor

ATTEST:

Angela Walton, City Secretary

APPROVED AS TO FORM:

Dorothy Palumbo, City Attorney

AGENDA ITEM REPORT

9.6.



To: City Council

Subject: Consideration and possible action on Ordinance No. O-2022-022 granting to SiEnergy, its successors and assigns ("Company"), a franchise to construct, maintain, and operate pipelines and equipment in the City of Hutto, Williamson County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; reserving municipal authority; providing for indemnity to the municipality and insurance by company; requiring book and record keeping; providing for the payment of a fee or charge for the use of the city rights-of-way; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; providing an effective date and term; and repealing all previous gas franchise ordinances. (First Reading)
(Legal)

Meeting: Thursday, May 19, 2022

Department: Legal /

Staff Contact:

BACKGROUND INFORMATION:

Chapter 121 of the Texas Utilities Code authorizes municipalities to adopt ordinances that establish conditions for mapping, inventorying, locating, or relocating pipelines over, under, along, or across a public street or alley or private residential area in the boundaries of the municipality. Section 11.02 of the Hutto City Charter provides, The City Council shall have the power to grant, amend, renew or extend by ordinance all franchises of all public utilities of every character, operating within the City. State law provides guidance as related to the City's authority over the gas industry. In particular, the Railroad Commission of Texas (RCT) has jurisdiction over the gas industry. While distribution oversight is at the local level, transmission responsibility resides with the RCT.

By approving the proposed Franchise Ordinance granting the Company a franchise to construct, maintain, and operate pipelines and equipment in the City of Hutto. For use of the City's Rights-of-Way, the City receives payment of five (5%) of the Company's Gross Revenues as defined in the Franchise Ordinance.

The proposed ordinance includes:

Section 1 - Definitions: This section defines certain terms used within the document.

Section 2 - Grant of Authority: This section has the City granting consent for the Company to use and occupy public rights-of-way, and provides the Company with the ability to assign the Franchise. The term is for a period ending December 31, 2040.

AGENDA ITEM REPORT

9.6.



Section 3 - City's Reservation of Rights and Authority: This section states the City is not surrendering or reducing its powers as provided by the City Charter, ordinances, and other applicable laws.

Section 4 - Construction, Maintenance, Operation & Relocation of Company Facilities: This section authorizes Company to construct and place pipes, etc. within the City's rights-of-way. Other construction and maintenance details are outlined within this section.

Section 5 - Indemnity & Insurance: This section states the Company will indemnify, defend, and hold harmless the City.

Section 6 - Company's Duties to Public: This section addresses reasonable rates, non-discrimination, adequate supply of gas, etc.

Section 7 - Payments to City: This section addresses the five percent (5%) of gross revenues payment to the City. Payments from Company to the City are made quarterly, on January 1, April 1, July 1, and October 1 of every year.

Section 8 - Franchise Fee Recovery Tariff: This section allows Company to file with the City a tariff to provide for the recovery of franchise fees under this Agreement.

Section 9 - Books and Records: This section requires Company to keep complete books and records, which may be reviewed by the City as related to gross revenues.

Section 10 - Termination: This section addresses the reasons for and procedures for termination of the franchise.

Section 11 - Repeal: This section repeals previously adopted franchise ordinances by the City, if any, which granted Company use of rights-of-way.

Section 12 - Severability and Conflict: This section is standard language that protects other sections of the Agreement, if one section is declared unconstitutional or invalid.

Section 13 - Acceptance of Franchise: This section requires Company to file written acceptance of this Agreement within sixty (60) days of City Council approval.

Section 14 - Effective Date: This section establishes the effective date of the Agreement, which includes specific criteria.

Section 15 - Notices: This section is standard language identifying the manner in which to provide notice to the City and to Company.

Section 16 - Regulatory Expenses: This section authorizes the City to employ at the expense of the

AGENDA ITEM REPORT

9.6.



Company expert assistance and advice in determining fair, just, and reasonable rates to be charged by Company to its consumers in the City, and in determining the extent to which Company is complying with the terms and conditions of the Franchise Ordinance.

Section 17 - Governmental Function: This section declares the regulations and activities required by the Ordinance to be governmental functions.

Section 18 - Venue: This section provides for venue in Williamson County.

Section 19 - No Waiver of Power: the City does not waive its regulatory powers, nor any rights under the Constitution and laws, present and future, of the State of Texas, nor any of its rights under future ordinances which are not in conflict herewith

Section 20 - City Reserves Power: The City retains exclusive control over its streets.

Section 21 - Insurance: This section requires Company to maintain one or more policies of general liability insurance having policy limits of not less than \$5,000,000.00 per occurrence.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

ORDINANCE NO. O-2022-022

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, GRANTING TO SÍENERGY, L.P., A TEXAS LIMITED PARTNERSHIP, ITS SUCCESSORS AND ASSIGNS (“COMPANY”), A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; RESERVING MUNICIPAL AUTHORITY; PROVIDING FOR INDEMNITY TO THE MUNICIPALITY AND INSURANCE BY COMPANY; REQUIRING BOOK AND RECORD KEEPING; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE CITY RIGHTS-OF-WAY; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; PROVIDING AN EFFECTIVE DATE AND TERM; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

WHEREAS, the City of Hutto, Texas, (the “City”), is a home rule city operating pursuant to the laws of its Charter and of the State and Texas, by and through its duly elected City Council members; and

WHEREAS, Chapter 121 of the Texas Utilities Code authorizes municipalities to adopt ordinances that establish conditions for mapping, inventorying, locating, or relocating pipelines over, under, along, or across a public street or alley or private residential area in the boundaries of the municipality; and

WHEREAS, Section 11.02 of the Hutto City Charter provides, The City Council shall have the power to grant, amend, renew or extend by ordinance all franchises of all public utilities of every character, operating within the City; and

WHEREAS, the City strives to promote orderly and safe development within the territorial limits of the City; and

WHEREAS, the City Council finds that this franchise agreement with SíEnergy, L.P., a Texas Limited Partnership, (hereinafter referred to as the “Company”) is in the best interest of the health, safety, and welfare of the citizens of the City; and

WHEREAS, the City finds that this ordinance was passed and approved at a meeting of the City Council of the City of Hutto held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting; and

WHEREAS, the City Council has determined that all prerequisites to the adoption of this Ordinance have been met.

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

SECTION 1. DEFINITIONS:

- 1.1. “City” shall mean the City of Hutto, Texas, a home-rule municipal corporation operating under the laws of the State of Texas.
- 1.2. “City Council” shall mean the governing body of the City of Hutto, Texas.
- 1.3. “City Manager” shall mean the City Manager of the City, or his or her duly authorized representative.
- 1.4. “City Rights-of-Way” shall mean the area on, below, or above a public roadway, highway, street, sidewalk, alley, waterway, or utility easement of the City, as they now exist or may hereafter be constructed, opened, laid out, or extended within the present limits of the City, or in such territory as may hereafter be added to, consolidated or annexed to the City.
- 1.5. “Company” shall mean the SiEnergy, L.P., a Texas Limited Partnership, authorized to transact and actually transacting business in the State of Texas, acting by and through its duly authorized legal representatives.
- 1.6. “Customer” shall mean any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, or public or private entity located within the municipal corporate limits of the City and serviced by the Company through the use of the City Rights-of-Way.
- 1.7. “Emergency” is defined as sudden and unforeseeable damage or malfunction of a portion of the Company’s System that creates a threat to life, health, or property.
- 1.8. “Franchise” shall mean this Ordinance, and all rights and obligations established herein.
- 1.9. “Gas” shall mean natural gas and any synthetic gas distributed by the Company through its System.
- 1.10. “Gas Sales” means the sale of natural gas to the Company’s customers located within the corporate limits of the City by use of the System.
- 1.11. “Gas Transportation” means the transportation of Transport Gas for redelivery to Customers with re-delivery points located within the corporate limits of the City.
- 1.12. “Gross Revenues” shall mean:
 - (a) All revenues billed by the Company from the sale of gas to all classes of customers (excluding gas sold to another non-affiliate gas utility in the city for resale to its customers within the City) within the City including base rate revenues and revenues from the Company’s purchased gas adjustment tariff;
 - (b) All revenues billed by the Company from the transportation of gas through the

System of the Company within the City to customers located within the City (excluding gas transported to another non-affiliate gas utility in the city for resale to its customers within the City);

- (c) The value of gas transported by the Company for Transport Customers through the System of the Company within the City (excluding gas sold to another non-affiliate gas utility in the city for resale to its customers within the City), with the value of such gas to be established by utilizing Company's monthly Weighted Average Cost of Gas charged to transportation customers as reasonably near the time as the transportation services is performed; and
- (d) "Gross Revenues" shall also include state gross receipts tax, contributions in aid of construction ("CIAC") and the following "miscellaneous charges": charges to connect, disconnect or reconnect gas and charges to handle returned checks from consumers within the City.
- (e) "Gross Revenues" shall not include:
 - i. revenues billed but not ultimately collected or received by Atmos Energy;
 - ii. the revenue of any affiliate or subsidiary of the Company;
 - iii. sales tax and franchise fees paid to the City;
 - iv. interest or investment income earned by the Company; and
 - v. monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's Right-of-Way.

1.13. "System" shall mean all of the Company's pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections and any other equipment or instrumentalities used in or incident to providing delivery, transportation, distribution, supply and sales of natural gas for heating, lighting, power, and any other purpose for which natural gas may now or hereafter be used, located within the corporate limits of the City.

1.14. "Transport Customer" shall mean any person or entity for which Company transports gas through the pipeline system of Company within the City to customers for delivery or consumption within the City.

SECTION 2. GRANT OF AUTHORITY:

2.1. The City hereby grants to the Company consent to use and occupy the present and future public rights of way for a period ending December 31, 2040 (the "Term") for the purpose of constructing, maintaining, operating, and replacing all or any portion of the system used for the delivery of natural gas to retail customers located within the City's boundaries, as they may be amended from time to time. In the event either party does not wish to renew the Franchise under the same terms and conditions, the parties agree to enter into good faith negotiations of the Franchise. This obligation to engage in negotiations does not obligate either party to agree to any specific changes in the Franchise as a result of such negotiations.

2.2. Company agrees that the corporate limits of the City are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Company has no vested right in a specific area. If the Company provides service to any and all areas that may be annexed to the City, such service shall be provided under the same terms and conditions of this franchise. If the City approves any corporate limits expansion or reduction by annexation or contraction, the City will provide written notice to Company. The Company must revise its payments due to any expansion or reduction by annexation or expansion within a reasonable time after notice by the City, but no later than sixty (60) days after receipt of the notice.

2.3. To the extent any police power regulations in this Ordinance conflict with the provisions of the City's current public right-of-way ordinance(s) (currently Article 24.09 of the City of Hutto Code of Ordinances), the City's public right-of-way ordinance(s) shall control. This Ordinance is subject to the City's ongoing authority to adopt reasonable police-power-based regulations to manage its City Rights-of-Way, pursuant to Article 24.09 or as otherwise provided by law.

2.4. The City may require the Company to furnish the City correct and complete maps showing the location and extent of all its services consistent with the City's charter.

2.5. The Franchise granted by this Ordinance shall in no way affect or impair the present or future rights, obligations, or remedies of the City or Company under the Texas Gas Utility Regulatory Act, as amended. This is a non-exclusive franchise.

2.6. Company is expressly given the power and privilege to sell, transfer, or assign the franchise granted hereby, or any part of this franchise, to any person, entity, or corporation, but Company and such buyer, transferee, or assignee shall first notify the City of: the name of the buyer, transferee or assignee; the type of service(s) intended to be provided through the facilities of such buyer, transferee or assignee; and the name, mailing address, and telephone number of a contact person associated with such buyer, transferee or assignee. Notice shall be sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to:

City of Hutto
Attn: Isaac Turner, Interim City Manager
500 W. Live Oak Street
Hutto, Texas 78634

It is not necessary to inform the City of a corporate reorganization not involving a third party. An assignment is valid only if the assignee accepts all of the terms and conditions contained herein.

SECTION 3. CITY'S RESERVATION OF RIGHTS AND AUTHORITY:

3.1. In granting this Franchise, it is understood that the lawful power vested in the City to regulate all public utilities within the City, to regulate the local rates of public utilities within the City, and to require all persons or corporations to uphold and perform all prescribed duties and undertakings is expressly reserved. Except as expressly provided in this Ordinance, the City does not, in granting this Franchise, surrender, lose, waive, impair, or lessen its powers under the City's charter, ordinances, and other applicable law. The rights, privileges, and franchise granted

hereunder are non-exclusive and subject to such lawful changes by charter provision or ordinance as may be necessary to the public health and safety by the City in the exercise of its lawful police powers. This franchise does not establish any priority for the use of the City Rights-of-Way by Company or by any present or future franchisees or other permit holders. In the event of any dispute as to the priority of use of the City Rights-of-Way, the first priority shall be to the public generally, the second priority to the City in the performance of its various functions, and thereafter, as between franchisees and other permit holders, as determined by the City in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

3.2. The City reserves to itself the general right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation, and control of the Company's use of the City Rights-of-Way to ensure the rendering of efficient public service and the maintenance of the Company's System in good repair throughout the term of this Franchise.

3.3. Nothing herein shall impair the right of the City to fix, within constitutional and statutory limits, a reasonable price to be charged for natural gas or to provide and fix a scale of prices for natural gas and other charges to be charged by the Company to residential, commercial, and industrial customers, or any combination of such customers, within the territorial limits of the City.

SECTION 4. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF COMPANY FACILITIES:

4.1. The Company is hereby authorized to lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment within City Rights-of-Way, but before any work is to be performed, the Company must obtain any permits required by the City for construction within City Rights-of-Way in accordance with the ordinances or process in place at the time the work is performed. Under no circumstances shall the Company be required to pay for any permit. Any such work by Company shall comply with Section 24.09.005 (Regulations for Work) and Section 24.09.006 (Repair and Restoration) of the City's Code of Ordinances. It shall not be necessary for the Company to obtain permits for the laying of service lines from the mainline pipes of the Company to its customers if no work will take place in City Rights-of-Way. It shall not be necessary for the Company to obtain a permit in advance of resolving an Emergency. In the event of an Emergency, the Company shall notify the City Manager no later than ten (10) days after the last day of the Emergency, along with information that describes the circumstances of the Emergency.

4.2. The Company's System shall be located, installed, and maintained so that, to the extent practicable, the system does not interfere with any improvements the City may deem proper to make. The Company also agrees not to unreasonably obstruct the free use of the City Rights-of-Way. In the event of a conflict between the location of the proposed facilities of Company and the location of existing or future facilities of City or other users of City Rights-of-Way within City Rights-of-Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the City Rights-of-Way.

Company shall construct its System Facilities in conformance with City ordinances or regulations adopted pursuant to authority delegated by ordinance, in order to minimize interference with traffic. The location of all Company's System Facilities shall be fixed in coordination with and under the supervision of the City, and as provided in the permit issued by the City. When Company makes, or causes to be made, excavations, or places, or causes to be placed, obstructions in any City Rights-of-Way, Company shall place, erect, and maintain barriers and lights to identify the location of such excavations or obstructions.

4.3 In determining the location of Company's System Facilities within City, Company shall work with the City to minimize interference with then existing underground structures of City or other utility franchisees. Likewise, in determining the location of the facilities of the City and other utility franchisees within City, City shall minimize interference with the existing System Facilities of Company and shall require other utility franchisees to minimize interference with existing System Facilities of Company. In the event of a conflict between the location of Company's System Facilities and the location of the facilities of City or other utility franchisees within City Rights-of-Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities.

4.4 If Company desires to install System Facilities on or under public parkland or other City-owned property that is not a City Rights-of-Way, it shall seek specific permission for such installation from City and shall proceed in coordination with City and in compliance with all applicable State laws, including Chapter 26 of the Texas Parks and Wildlife Code, and with all applicable City ordinances, rules, and regulations.

4.5 Company shall designate an individual or individuals as the person or persons primarily responsible for communications with the City and authorized to speak for and represent the Company in such communications. The City shall be entitled to contact the designated individual or individuals on any matters associated with Company's occupancy and use of the City Rights-of-Way, and Company's performance of its obligations under this franchise. Company shall promptly communicate with the Williamson County Emergency Dispatch and the City of Hutto Public Works Call Center in the event Company becomes aware of gas leaks on its system or significant unplanned disruption of service to multiple customers within the City for reasons other than non-payment, meter tampering, or other customer-driven reason. Company shall also notify the City when Company expects to undertake work that will result in disruption of service for a significant period of time to multiple customers.

4.6 A copy of the City's capital improvement plan ("CIP") for the upcoming budget year shall be made available on the City's website or upon request. The City should notify the Company's local representative of any major change to the CIP. The Company or contractors working on behalf of the Company shall not be required to pay fees for permits that must be obtained from the City for street cutting, excavations, or other work in City Rights-of-Way in connection with the Company's operations. When required by City to remove or relocate its mains, laterals, and/or other facilities lying within City Rights-of-Way, the Company shall do so as soon as practically possible with respect to the scope of the project. In no event shall the Company be required to remove or relocate its facilities in less than thirty (30) calendar days from the time

the notice is given to the Company by the City.

4.7 The Company shall at all times keep on file with the City a current map or set of maps of the Company's facilities within the City. Such maps shall indicate subdivision locations and locations of Company's customers. As extensions or modifications of facilities are made from time to time, the Company shall file with the City maps or plans showing those extensions or modifications so that the City will at all times have current and accurate maps and plans of the Company's facilities. In addition to showing the location of Company's facilities and customers, such maps shall also identify the depth and size of any buried facilities, as well as the type of cover overlaying those facilities. The Company shall furnish the city "as built" drawings not later than sixty (60) days after construction has been completed. Drawings shall be drawn to a scale of one inch (1") equals one hundred feet (100') using the standard format adopted by the City. State plane coordinates shall be shown for benchmarks, curb lines, and structures. The Company shall provide one (1) set of blue or black line "as built" drawings to the City and one (1) set of the maps on computer diskettes with G.I.S. data in an electronic/digital format designated by the City. Company shall cooperate with the City in locating its System Facilities when necessary to avoid conflict and protect the health and safety of the public.

4.8. If, during the period of this Franchise, the City shall elect to alter or change the grade or alignment of the City Rights-of-Way, or any water pipe, wastewater pipe, or any City-owned overhead or underground structure for a governmental purpose, so as to conflict with the facilities of the Company, the Company shall remove or relocate, as necessary, all of its facilities at its expense, unless such work is for the primary purpose of beautification or to accommodate a private developer. However, if such work is being performed because of, or in conjunction with, a private development project, the private developer may be required to reimburse the Company for the cost of removal or relocation of its facilities. Schedules for this work shall be developed by the designated representatives of the Company and the City. If such representatives cannot agree on the schedule, the City Manager, after consultation with the Company, shall establish a schedule. Facilities are deemed to be in conflict to the extent that the proposed City facilities are determined by the City to be inconsistent with gas distribution industry standard safe operating practices for existing facilities.

This schedule shall provide for a minimum of thirty (30) days to exist between the time the schedule is furnished to the Company and the time that any specific work to be done by the Company covered in the schedule is to begin. When Company is required by City to relocate its facilities, the City shall work with the Company to obtain a safe and suitable alternative location. The Company shall be required to relocate facilities in accordance with the terms of this franchise and the City's Rights-of-Way permit.

4.9. When the Company is required to remove or relocate its facilities to accommodate work by the City without reimbursement from the City, or at the City's direction, the Company shall have the right to seek recovery of relocation costs as provided by state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of the Company to seek or recover a surcharge from customers for the cost of relocation pursuant to Section 104.112 of the Texas Utilities Code or any other applicable law or regulations. The City shall not oppose recovery of relocation costs when Company is required by City to perform the

relocation. City shall not require that Company document its request for reimbursement as a pre-condition to the recovery of such relocation costs. Notwithstanding any provision of this agreement, the City shall have the right to participate and challenge any other capital costs or expenses of the Company and request full documentation to the full extent provided by state law.

4.10. Whenever the City applies to be reimbursed by the state or federal government for a public improvement which includes the removal or relocation of facilities by the Company, the City shall attempt to notify the Company about such application within a reasonable amount of time for the Company to provide the City with cost and expense documentation, so that the City can include such information in the application. Company costs and expenses shall be included in any application by City for reimbursement, if Company submits its cost and expense documentation to city prior to the filing of the application. This does not apply if the inclusion of the Company's costs and expenses would diminish the amount of funds available to the City. Upon receipt of reimbursement funds from the federal or state agency, the City shall remit to the Company, within thirty (30) days of receipt, the Company's portion of the funds related to the relocation or removal of its facilities.

4.11. If the City transfers or abandons any City Rights-of-Way in which the Company has facilities, the City will condition the abandonment or transfer of such property on preserving the Company's right-of-way. If the party to whom the City Right-of-Way is abandoned requests Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done as agreed to by Company and the party to whom the City Right-of-Way is abandoned.

4.12 When performing work within City Rights-of-Way, the Company shall place, or cause to be placed, appropriate barriers to mark excavations or obstructions. Company must endeavor to minimize interference with traffic on City Rights-of-Way. When performing any work on the System within City Rights-of-Way, Company will restore to approximate original condition the paved surfaces and/or grass or landscaped surfaces of City Rights-of-Way that it may disturb. If Company personnel damage any City facilities (excluding City Rights-of-Way), the Company shall notify the City and shall reimburse the City for its cost of repairing the damage. When constructing or repairing facilities in City Rights-of-Way, City agrees to minimize interference with then existing facilities of the Company and shall instruct other users of City Rights-of-Way to minimize interference with existing facilities of the Company. If City personnel damage a part of the System, the City shall notify the Company and shall reimburse its cost of repairing the damage. Requests for reimbursement under this section are limited to actual, documented costs for the repair, including lost product, materials, equipment, and labor. Reimbursement does not include lost profits, administrative costs, or other incidental costs. City and Company agree to notify the appropriate personnel whenever such restoration becomes necessary. The Company and City may separately agree to enter into a reciprocal arrangement for limited circumstances creating an exception to this section where each party bears the cost and/or responsibility of repairing or replacing damaged facilities or pavement.

4.13. For new construction served from a main that lies in street right-of-way, Company agrees to install meters adjacent to a building on that property, when practical and may only install a

meter within a City Right-of-Way if the City Manager agrees with the placement. For any premises served from a main that lies in alley right-of-way, Company may install the meter at the alley if the City Manager agrees with the placement. Nothing in this franchise will require the Company to install a meter adjacent to a building when repairing or replacing existing meters. Nothing in this franchise shall prevent a property owner from requesting that a meter be moved adjacent to a building so long as it is operationally feasible and the property owner agrees to pay the costs of relocation, including any additional service line necessary to accommodate the request. If a meter is installed in or near a City Right-of-Way, Company agrees to discuss with the City Manager the aesthetics of meter placement, provided that aesthetic accommodations will not endanger the public or the integrity of the System. This section does not require the Company to install any non-standard equipment.

4.14 Whenever City shall decide to make public improvements in the City Rights-of-Way in which the Company's System Facilities already exist or in which the Company may propose to install its System Facilities, the Company will be provided the opportunity, at no expense to City, in advance of such improvements to renew such System Facilities, if defective or inadequate in size and to lay System Facilities, or renew same, if inadequate in size or defective, to the property lines where buildings may be located provided such activities do not delay the City's public improvements.

The Company shall be given written notice of the intention of the City to make major public improvements in any such City Rights-of-Way. Within ninety (90) days from receipt of such notice, the Company, if it has determined a need, shall initiate work and thereafter proceed in a workman-like manner to completion of the necessary work and shall complete such work within three (3) months of being granted a permit to preclude the delay of said public improvements. The Company shall take reasonable measures to ensure uninterrupted service to its customers and shall reconnect all customer service lines disconnected in the normal course of construction at its own expense. If the Company should fail to so proceed, and any street or alley is thereupon paved, except in an emergency or in response to a request for initiation of new service, the Company shall for three (3) years thereafter not be allowed to cut such pavement or excavate in such paved street or alley for any purpose. All pavement cuts or excavations within the three-year period, except in response to an emergency or in response to a request for initiation of new service, shall be performed only upon written permission of the City under such terms and conditions as the City may prescribe.

SECTION 5. INDEMNITY & INSURANCE:

5.1 IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, THE COMPANY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, EMPLOYEES, BOARDS, COMMISSIONS, AND VOLUNTEERS (CITY AND SUCH OTHER PERSONS AND ENTITIES BEING COLLECTIVELY REFERRED TO HEREIN AS "INDEMNITEES"), FROM AND AGAINST ALL SUITS, ACTIONS OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF

PROPERTY ARISING OUT OF, OR OCCASIONED BY THE COMPANY'S INTENTIONAL AND/OR NEGLIGENT ACTS OR OMISSIONS IN CONNECTION WITH THE COMPANY'S CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, REPAIR, USE, OPERATIONS, OR DISMANTLING OF SYSTEM FACILITIES OR THE COMPANY'S PROVISION OF SERVICE; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO THE EXTENT ANY LIABILITY IS DETERMINED TO HAVE RESULTED FROM NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES. IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH THE COMPANY AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY OF THE DEFENSES OF THE PARTIES UNDER TEXAS LAW. FURTHER, IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH THE COMPANY AND CITY, RESPONSIBILITY FOR ALL COSTS OF DEFENSE SHALL BE APPORTIONED BETWEEN THE CITY AND THE COMPANY ENERGY BASED UPON THE COMPARATIVE FAULT OF EACH.

5.2 By entering into this Franchise Ordinance, City does not consent to suit, waive any governmental immunity available to the City under Texas Law, or waive any defenses of the parties under Texas law.

5.3 In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Company shall, upon notice from any of the Indemnitees, at Company's sole cost and expense, resist and defend the same with legal counsel selected by Company, provided however, that Company shall not admit liability in any matter on behalf of the Indemnitees without their written consent and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the Company. The Company's obligation to defend shall apply regardless of whether Company is solely or concurrently negligent provided that Indemnitees may be held responsible for the cost of such defense paid for by the Company. Indemnitees shall give the Company prompt notice of the making of any claim or commencement of any action, suit, or other proceeding covered by the provision of this Section. Nothing herein shall be deemed to prevent the Indemnitees at their election and their own expense from cooperating with the Company and participating in the defense of any litigation by their own counsel.

5.4 In fulfilling its obligation to defend and indemnify City, the Company shall have the right to select defense counsel, subject to City's approval, which shall not be unreasonably withheld. The Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Franchise. If the Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and the Company shall be liable for all defense costs incurred by City, except as otherwise set out in this Section.

SECTION 6. COMPANY'S DUTIES TO THE PUBLIC:

6.1. The Company shall furnish reasonably adequate service to the public at reasonable rates and charges. The Company shall maintain its property, equipment, and appliances in good order and condition.

6.2. The Company shall not discriminate against any person, corporation, firm, or association in the charge for gas service or in the services rendered under like circumstances to customers of the same classification. The Company shall not arbitrarily refuse to provide service to any person that it is economically feasible for the Company to serve. The Company shall not directly or indirectly grant any discount, rebate, or use any other device to circumvent the applicable rate schedule.

6.3. The Company shall, at all times during the existence of this Franchise, furnish an adequate supply of natural gas necessary for the requirements of its customers in the City.

SECTION 7. PAYMENTS TO THE CITY:

7.1. Company, its successors and assigns, agrees to pay and City agrees to accept, on or before the 1st day of every quarter, specifically January 1, April 1, July 1, and October 1 of every year, beginning the first quarter after the execution date and on or before the same of each succeeding year during the term of this franchise the last payment being made on the 1st day of January 2041, a sum of money which shall be equivalent to five percent (5%) of the Gross Revenues, as defined herein, received by Company during the preceding quarter. The initial payment for the rights and privileges herein provided shall be for the current quarter as of the execution date, and each succeeding payment shall be for the quarter in which the payment is made. For example, if the initial payment is made on July 1, 2022, it shall be for the quarter beginning on April 1, 2022, and ending on June 30, 2022. The next payment shall be due on October 1, 2022, and shall be for the quarter starting July 1, 2022, and ending on September 30, 2022. The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee amount will be paid on or before April 30, 2023, and will be based on the calendar year January 1 through December 31, 2022. The final CIAC franchise fee amount under the initial term will be paid on or before April 30, 2041, and will be based on the calendar year January 1 through December 31, 2040.

7.2. Any payments that are received after 5:00 P.M. of the due date constitute late payments. Late payments shall accrue interest from such due date until payment is received by the City. Payments received after the due date shall be subject to interest charged at the greater of the rate of the prime rate for the due date or the rate for customer deposits under Texas Utilities Code Section 183.003 in effect for the time period involved, from such due date until payment is received by City.

7.3. The Company shall provide a report with each payment, which sets forth the total, in dollars and cents, of the Gross Revenues. At a minimum, the report will show, by customer class, Gross Revenues and resulting franchise fee attributable to sale of gas and other miscellaneous charges. In addition, the report will show the amount of franchise fee collected from transportation customers attributable to the value of gas transported for the customers.

7.4. It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charge (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from the Company or Company's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy the Company's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement, or franchise taxes or charges aforesaid.

7.5. If the Company should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in the Central Texas region, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its City Rights-of-Way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by the Company to the City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

SECTION 8. FRANCHISE FEE RECOVERY TARIFF:

8.1. The Company may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.

8.2. City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates, or tariff which provide for 100% recovery of such franchise fees as part of the Company's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the Company's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by the Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by the Company.

8.3. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by the Company.

SECTION 9. BOOKS AND RECORDS:

9.1. The Company shall keep complete and accurate books of accounts and records of its business and operations under and in connection with this Franchise. All such books of accounts and records shall be kept at the Company's principal office. The Company shall maintain separate records in a form sufficient to identify its investment, revenues, and expenses related to its performance under this franchise, intending thereby to separate the accounting records of its system in the city from its other systems. The records of the Company applicable to its performance under this franchise shall be made available for inspection by the City at any time during normal working hours.

9.2. Upon reasonable request of the City, the Company shall present any and all records, accounts and books for inspection relative to the Gross Revenues of the Company within the corporate limits of the City.

9.3. The City may, if it sees fit, upon reasonable notice to the Company, have the books and records of the Company examined by a representative of the City to ascertain the correctness of the reports agreed to be filed therein. The Company shall make available to the auditor such personnel and records as the City may request in order to complete such audit, and shall make no charge to the City therefor. The Company shall assist the City in its review by providing all requested information no later than five (5) working days after receipt of a request.

9.4. The City may conduct an audit or other inquiry or may pursue a cause of action in relation to the payment of the franchise fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than three (3) years before the commencement of such audit, inquiry, or pursuit of a cause of action. Each party shall bear its own costs of any audit or inquiry, unless, if after receiving reasonable notice from the City of the City's intent to perform an audit, the Company fails to provide data, documents, reports, or information required to be furnished or fails to reasonably cooperate with the City during an audit properly performed, the Company shall be liable for payment of the City's reasonable and necessary expenses (including reasonable attorney's fees) incurred in obtaining such data, documents, reports or information. The cost of an audit pursuant to this provision shall be borne by the City, unless the audit reveals an underpayment of fees paid during the audit period in excess of three (3) percent, in which case the Company shall pay for the audit. In the event any overpayment is discovered, such overpayment will credit toward current and/or future payments owed, without interest.

9.5. In the event that a dispute arises regarding an audit performed on the Company's books and records, the Company agrees to participate in mediation in an attempt to resolve the dispute. The Company agrees that it will consult with the City and the parties will mutually agree on a Mediator to preside over the mediation.

9.6. The Company shall keep and maintain complete books, records, accounts, documents, and papers pertaining to the Company's facilities within the City and all the underlying books, records, and working papers on which the gross revenue calculations were based in accordance with the Company's record retention policy or for a period of four years, whichever is greater.

9.7. If any of the records to be provided by Company or to be made available by Company

are considered by the Company to be proprietary in nature or if such records are confidential under federal, state or local law, upon request by the Company such information shall be treated by the City as confidential, and shall be made available only to those persons who must have access to perform their duties on behalf of the City, including but not limited to the Finance Director, the City Attorney, and the Council Members. The City shall promptly notify company of any requests for public disclosure of such records under Chapter 552, Texas Government Code, and Company shall have the sole responsibility to assert its claims regarding the proprietary or confidential nature of such records.

SECTION 10. TERMINATION:

10.1. In addition to any rights set out elsewhere in this ordinance, the City reserves the right to terminate the franchise and all rights and privileges pertaining thereto, in the event that the company violates any material provision of the franchise or the company becomes insolvent, or is adjudged as bankrupt.

10.2. Upon failure of the Company to comply with the material terms of the franchise, the City may by ordinance terminate the franchise in accordance with the procedures set forth in this section. Upon termination, all rights of the Company shall immediately be divested without further act upon the part of the City. If the City requires the company to remove its facilities from the public rights-of-way, the Company shall forthwith remove its structures or property from the City Rights-of-Way and restore it to the approximate original condition. Upon failure to do so, the City may perform the work and collect the cost thereof from the Company. The cost thereof shall be a lien upon all facilities and property of the Company.

10.3. Procedures for Termination.

- (a) The City shall give written notice to the Company of the existence of a material violation or failure to comply with the franchise. Company shall have a period of thirty (30) days after receipt of such notice from the City in which to cease such violation and comply with the terms and provisions hereof. In the event Company fails to cease such violation or to otherwise comply with the terms hereof, then Company's franchise is subject to termination under the following provisions. Provided, however, that, if the Company commences work or other efforts to cure such violations within thirty (30) days after receipt of written notice and shall thereafter prosecute such curative work with reasonable diligence until such curative work is completed, then such violations shall cease to exist, and the franchise will not be terminated.
- (b) Termination shall be declared only by a written decision of the City Council after an appropriate public proceeding whereby the Company is afforded the full opportunity to be heard and to respond to any such notice of violation or failure to comply. The Company shall be provided at least ten (10) days' prior written notice of any public hearing concerning the termination of the franchise.
- (c) The City, after a public hearing, and upon finding a material violation or failure

to comply, may in its discretion terminate the franchise or excuse the violation or failure to comply upon a showing by the Company of mitigating circumstances or upon a showing of good cause of said violation or failure to comply as may be determined by the City Council. The failure of the Company to comply with the terms of this franchise after due notice and hearing and the providing of adequate time for Company to comply with said terms, shall entitle the City to compel compliance by suit in any court of competent jurisdiction and upon culmination of the suit, if the company still fails to comply with the terms of the franchise, the City may compel compliance upon penalty of forfeiture thereof, with the City having an option to purchase Company's property located in the City at a reasonable fair value should forfeiture occur.

10.4. In the event the City purchases Company's property under penalty of forfeiture and the City and Company cannot agree upon the reasonable fair value of the property, then the reasonable fair value of the Company's property shall be established by a majority vote of three appraisers with one appraiser selected by Company, one appraiser selected by City, and one appraiser selected by the other two appraisers. If the two appraisers are unable to agree upon the third appraiser, then the third appraiser shall be selected by order of a court of competent jurisdiction. The Company further agrees that if for any reason the Company fails to pay the franchise fee as provided in this franchise within thirty (30) days following written notice from the City that Company has failed to make such payment, such failure shall be sufficient to permit the city to forfeit the franchise without court action.

SECTION 11. REPEAL:

This ordinance repeals all previously adopted franchise ordinances by the City Council of the City of Hutto, Texas which granted the Company the right to use the City Rights-of-Way of the City.

SECTION 12. SEVERABILITY AND CONFLICT:

If any section, paragraph, sentence, clause, phrase, or word of this ordinance is declared unconstitutional or invalid for any purpose, the remainder of this Ordinance shall not be affected thereby and to this end, the provisions of this ordinance are declared to be severable. It is further agreed that if part of this Ordinance is determined to be invalid, either the City or the Company may open negotiations solely with respect to a substitute for such Section, or portion of this Ordinance within two (2) weeks after a ruling has been made. In the event of a conflict between this Franchise and the City's Code of Ordinances, this Franchise controls, except that by the granting of this Franchise the City does not render or to any extent lose, waive, impair, or lessen the lawful powers and rights, now or hereafter vested in the City under the Constitution and statutes of the State of Texas and of the United States of America and under the City's Charter.

SECTION 13. ACCEPTANCE OF FRANCHISE:

To accept this franchise, the Company must file with the City Secretary its written

acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by the City Council. If written acceptance of this franchise ordinance is not filed by the Company within that time, the franchise ordinance shall be rendered null and void. Once this franchise has been accepted, the terms herein may not be modified except by an ordinance duly adopted by the City, and subsequently accepted by the Company in the same manner as the franchise.

SECTION 14. EFFECTIVE DATE:

This Franchise shall be effective only after: a) its final passage by the City Council; b) receipt by the City of Company's acceptance as required above; and c) publication as required by the City Charter. The City Secretary shall publish, at the Company's expense, the complete text of this ordinance in a newspaper of general circulation. Provided that the above requirements have taken place, this Franchise shall be effective as of _____.

SECTION 15. NOTICES:

Every notice, order, petition, documents or other direction or communication to be served upon the City or the Company shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested. Every such communication to the Company shall be sent to:

Company
SiEnergy, L.P
June M. Dively, Chief Executive Officer
3 Lakeway Centre Court, Suite 110
Lakeway, TX 78734

Every such communication to the City or the City Council shall be sent to the:

City of Hutto
Attn: Isaac Turner, Interim City Manager
500 W. Live Oak Street
Hutto, Texas 78634

With copies to:

Alan Bojorquez
City Attorney, City of Hutto
11675 Jollyville Rd, Ste. 300
Austin, Texas 78759

SECTION 16. REGULATORY EXPENSES:

Company agrees that City may, at any time during the term of this franchise, employ at the expense of Company expert assistance and advice in determining fair, just, and reasonable rates to be charged by Company to its consumers in the City, and in determining the extent to which Company is complying with the terms and conditions of this Ordinance. Company agrees to pay

reasonable expenses in connection therewith, or reimburse City for the same, which expense Company shall be entitled to recover through its rates and tariffs.

SECTION 17. GOVERNMENTAL FUNCTION:

All of the regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety and welfare of the general public.

SECTION 18. VENUE:

This franchise agreement is performable in Williamson County, Texas and in the event of a dispute between such parties hereto, by agreement of such parties, venue shall be established in Williamson County, Texas.

SECTION 19. NO WAIVER OF POWER:

In granting this Franchise, the City does not waive its regulatory powers, nor any rights under the Constitution and laws, present and future, of the State of Texas, nor any of its rights under future ordinances which are not in conflict herewith. The enumeration of special duties required of the Company shall not be construed as a limitation of the powers and duties conferred upon the City by the Constitution or laws of the State of Texas, or any present or future ordinances; and the Company shall perform all duties required by of it, by any valid ordinances not in conflict herewith adopted by the City, and by the laws of the State of Texas.

SECTION 20. CITY RESERVES POWER:

The City retains exclusive control over its streets, including (without enumerating all of its powers and without limiting its other powers) the power to lay out, establish, open, alter, widen, lower, elevate, extend, grade, abandon, discontinue, abolish, close, sell, pave, supervise, maintain and improve all of its streets and to construct, maintain and repair sewer pipes, water mains, drainage systems and other public works within its streets. In the exercise of such powers, the City may, whenever it deems it to be necessary, require the Company to alter, lower, elevate, relocate, or remove its pipelines in any such street, as and when required by the City. Such alterations to the Company's systems shall be made at Company's expense, subject to the Company's right to recover such costs from the ratepayers within the City pursuant to Section 104.112 of the Texas Utilities Code.

SECTION 20. INSURANCE.

During the term hereof, the Company shall maintain one or more policies of general liability insurance having policy limits of not less than \$5,000,000.00 per occurrence. At the City's request, the Company will provide a certificate of insurance evidencing such coverage.

READ and APPROVED on the first reading this the _____ day of _____ **2022.**
READ, PASSED, and ADOPTED on the second reading of this ____ day of _____,
2022 at a regular meeting of the City Council of Hutto, there being a quorum present.

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
Angela Walton, City Secretary
(SEAL)

APPROVED AS TO FORM:

By: _____
Cristian Rosas-Grillet, Assistant City Attorney

AGENDA ITEM REPORT

9.7.



To: City Council

Subject: Consideration and possible action on Ordinance No. O-2022-023 granting to Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.), its successors and assigns ("Company"), a franchise to construct, maintain, and operate pipelines and equipment in the City of Hutto, Williamson County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; reserving municipal authority; providing for indemnity to the municipality and insurance by company; requiring book and record keeping; providing for the payment of a fee or charge for the use of the city rights-of-way; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; providing an effective date and term; and repealing all previous gas franchise ordinances. (First Reading) (Legal)

Meeting: Thursday, May 19, 2022

Department: Legal /

Staff Contact:

BACKGROUND INFORMATION:

Chapter 121 of the Texas Utilities Code authorizes municipalities to adopt ordinances that establish conditions for mapping, inventorying, locating, or relocating pipelines over, under, along, or across a public street or alley or private residential area in the boundaries of the municipality. Section 11.02 of the Hutto City Charter provides, The City Council shall have the power to grant, amend, renew or extend by ordinance all franchises of all public utilities of every character, operating within the City. State law provides guidance as related to the City's authority over the gas industry. In particular, the Railroad Commission of Texas (RCT) has jurisdiction over the gas industry. While distribution oversight is at the local level, transmission responsibility resides with the RCT.

By approving the proposed Franchise Ordinance granting the Company a franchise to construct, maintain, and operate pipelines and equipment in the City of Hutto. For use of the City's Rights-of-Way, the City receives payment of five (5%) of the Company's Gross Revenues as defined in the Franchise Ordinance.

The proposed ordinance includes:

Section 1 - Definitions: This section defines certain terms used within the document.

Section 2 - Grant of Authority: This section has the City granting consent for the Company to use and occupy public rights-of-way, and provides the Company with the ability to assign the Franchise. The term is for a period ending December 31, 2040.

Section 3 - City's Reservation of Rights and Authority: This section states the City is not surrendering or reducing its powers as provided by the City Charter, ordinances, and other applicable laws.

Section 4 - Construction, Maintenance, Operation & Relocation of Company Facilities: This section authorizes

AGENDA ITEM REPORT

9.7.



Company to construct and place pipes, etc. within the City's rights-of-way. Other construction and maintenance details are outlined within this section.

Section 5 - Indemnity & Insurance: This section states the Company will indemnify, defend, and hold harmless the City.

Section 6 - Company's Duties to Public: This section addresses reasonable rates, non-discrimination, adequate supply of gas, etc.

Section 7 - Payments to City: This section addresses the five percent (5%) of gross revenues payment to the City. Payments from Company to the City are made quarterly, on January 1, April 1, July 1, and October 1 of every year.

Section 8 - Franchise Fee Recovery Tariff: This section allows Company to file with the City a tariff to provide for the recovery of franchise fees under this Agreement.

Section 9 - Books and Records: This section requires Company to keep complete books and records, which may be reviewed by the City as related to gross revenues.

Section 10 - Termination: This section addresses the reasons for and procedures for termination of the franchise.

Section 11 - Repeal: This section repeals previously adopted franchise ordinances by the City, if any, which granted Company use of rights-of-way.

Section 12 - Severability and Conflict: This section is standard language that protects other sections of the Agreement, if one section is declared unconstitutional or invalid.

Section 13 - Acceptance of Franchise: This section requires Company to file written acceptance of this Agreement within sixty (60) days of City Council approval.

Section 14 - Effective Date: This section establishes the effective date of the Agreement, which includes specific criteria.

Section 15 - Notices: This section is standard language identifying the manner in which to provide notice to the City and to Company.

Section 16 - Regulatory Expenses: This section authorizes the City to employ at the expense of the Company expert assistance and advice in determining fair, just, and reasonable rates to be charged by Company to its consumers in the City, and in determining the extent to which Company is complying with the terms and conditions of the Franchise Ordinance.

Section 17 - Governmental Function: This section declares the regulations and activities required by the Ordinance to be governmental functions.

Section 18 - Venue: This section provides for venue in Williamson County.

Section 19 - No Waiver of Power: the City does not waive its regulatory powers, nor any rights under the Constitution and laws, present and future, of the State of Texas, nor any of its rights under future ordinances which are not in conflict herewith

AGENDA ITEM REPORT

9.7.



Section 20 - City Reserves Power: The City retains exclusive control over its streets.

Section 21 - Insurance: This section requires Company to maintain one or more policies of general liability insurance having policy limits of not less than \$5,000,000.00 per occurrence.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

ORDINANCE NO. O-2022-023

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, GRANTING TO UNIVERSAL NATURAL GAS, LLC (d/b/a UNIVERSAL NATURAL GAS, INC.), ITS SUCCESSORS AND ASSIGNS (“COMPANY”), A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; RESERVING MUNICIPAL AUTHORITY; PROVIDING FOR INDEMNITY TO THE MUNICIPALITY AND INSURANCE BY COMPANY; REQUIRING BOOK AND RECORD KEEPING; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE CITY RIGHTS-OF-WAY; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; PROVIDING AN EFFECTIVE DATE AND TERM; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

WHEREAS, the City of Hutto, Texas, (the “City”), is a home rule city operating pursuant to the laws of its Charter and of the State and Texas, by and through its duly elected City Council members; and

WHEREAS, Chapter 121 of the Texas Utilities Code authorizes municipalities to adopt ordinances that establish conditions for mapping, inventorying, locating, or relocating pipelines over, under, along, or across a public street or alley or private residential area in the boundaries of the municipality; and

WHEREAS, Section 11.02 of the Hutto City Charter provides, The City Council shall have the power to grant, amend, renew or extend by ordinance all franchises of all public utilities of every character, operating within the City; and

WHEREAS, the City strives to promote orderly and safe development within the territorial limits of the City; and

WHEREAS, the City Council finds that this franchise agreement with Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.), (hereinafter referred to as the “Company”) is in the best interest of the health, safety, and welfare of the citizens of the City; and

WHEREAS, the City finds that this ordinance was passed and approved at a meeting of the City Council of the City of Hutto held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting; and

WHEREAS, the City Council has determined that all prerequisites to the adoption of this Ordinance have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

HUTTO, TEXAS, THAT:

SECTION 1. DEFINITIONS:

- 1.1. “City” shall mean the City of Hutto, Texas, a home-rule municipal corporation operating under the laws of the State of Texas.
- 1.2. “City Council” shall mean the governing body of the City of Hutto, Texas.
- 1.3. “City Manager” shall mean the City Manager of the City, or his or her duly authorized representative.
- 1.4. “City Rights-of-Way” shall mean the area on, below, or above a public roadway, highway, street, sidewalk, alley, waterway, or utility easement of the City, as they now exist or may hereafter be constructed, opened, laid out, or extended within the present limits of the City, or in such territory as may hereafter be added to, consolidated or annexed to the City.
- 1.5. “Company” shall mean the UNIVERSAL NATURAL GAS, LLC, a Texas limited liability company,, authorized to transact and actually transacting business in the State of Texas, acting by and through its duly authorized legal representatives.
- 1.6. “Customer” shall mean any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, or public or private entity located within the municipal corporate limits of the City and serviced by the Company through the use of the City Rights-of-Way.
- 1.7. “Emergency” is defined as sudden and unforeseeable damage or malfunction of a portion of the Company’s System that creates a threat to life, health, or property.
- 1.8. “Franchise” shall mean this Ordinance, and all rights and obligations established herein.
- 1.9. “Gas” shall mean natural gas and any synthetic gas distributed by the Company through its System.
- 1.10. “Gas Sales” means the sale of natural gas to the Company’s customers located within the corporate limits of the City by use of the System.
- 1.11. “Gas Transportation” means the transportation of Transport Gas for redelivery to Customers with re-delivery points located within the corporate limits of the City.
- 1.12. “Gross Revenues” shall mean:
 - (a) All revenues billed by the Company from the sale of gas to all classes of customers (excluding gas sold to another non-affiliate gas utility in the city for resale to its customers within the City) within the City including base rate revenues and revenues from the Company’s purchased gas adjustment tariff;

- (b) All revenues billed by the Company from the transportation of gas through the System of the Company within the City to customers located within the City (excluding gas transported to another non-affiliate gas utility in the city for resale to its customers within the City);
- (c) The value of gas transported by the Company for Transport Customers through the System of the Company within the City (excluding gas sold to another non-affiliate gas utility in the city for resale to its customers within the City), with the value of such gas to be established by utilizing Company's monthly Weighted Average Cost of Gas charged to transportation customers as reasonably near the time as the transportation services is performed; and
- (d) "Gross Revenues" shall also include state gross receipts tax, contributions in aid of construction ("CIAC") and the following "miscellaneous charges": charges to connect, disconnect or reconnect gas and charges to handle returned checks from consumers within the City.
- (e) "Gross Revenues" shall not include:
 - i. revenues billed but not ultimately collected or received by Atmos Energy;
 - ii. the revenue of any affiliate or subsidiary of the Company;
 - iii. sales tax and franchise fees paid to the City;
 - iv. interest or investment income earned by the Company; and
 - v. monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's Right-of-Way.

1.13. "System" shall mean all of the Company's pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections and any other equipment or instrumentalities used in or incident to providing delivery, transportation, distribution, supply and sales of natural gas for heating, lighting, power, and any other purpose for which natural gas may now or hereafter be used, located within the corporate limits of the City.

1.14. "Transport Customer" shall mean any person or entity for which Company transports gas through the pipeline system of Company within the City to customers for delivery or consumption within the City.

SECTION 2. GRANT OF AUTHORITY:

2.1. The City hereby grants to the Company consent to use and occupy the present and future public rights of way for a period ending December 31, 2040 (the "Term") for the purpose of constructing, maintaining, operating, and replacing all or any portion of the system used for the delivery of natural gas to retail customers located within the City's boundaries, as they may be amended from time to time. In the event either party does not wish to renew the Franchise under the same terms and conditions, the parties agree to enter into good faith negotiations of the Franchise. This obligation to engage in negotiations does not obligate either party to agree to any specific changes in the Franchise as a result of such negotiations.

2.2. Company agrees that the corporate limits of the City are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Company has no vested right in a specific area. If the Company provides service to any and all areas that may be annexed to the City, such service shall be provided under the same terms and conditions of this franchise. If the City approves any corporate limits expansion or reduction by annexation or contraction, the City will provide written notice to Company. The Company must revise its payments due to any expansion or reduction by annexation or expansion within a reasonable time after notice by the City, but no later than sixty (60) days after receipt of the notice.

2.3. To the extent any police power regulations in this Ordinance conflict with the provisions of the City's current public right-of-way ordinance(s) (currently Article 24.09 of the City of Hutto Code of Ordinances), the City's public right-of-way ordinance(s) shall control. This Ordinance is subject to the City's ongoing authority to adopt reasonable police-power-based regulations to manage its City Rights-of-Way, pursuant to Article 24.09 or as otherwise provided by law.

2.4. The City may require the Company to furnish the City correct and complete maps showing the location and extent of all its services consistent with the City's charter.

2.5. The Franchise granted by this Ordinance shall in no way affect or impair the present or future rights, obligations, or remedies of the City or Company under the Texas Gas Utility Regulatory Act, as amended. This is a non-exclusive franchise.

2.6. Company is expressly given the power and privilege to sell, transfer, or assign the franchise granted hereby, or any part of this franchise, to any person, entity, or corporation, but Company and such buyer, transferee, or assignee shall first notify the City of: the name of the buyer, transferee or assignee; the type of service(s) intended to be provided through the facilities of such buyer, transferee or assignee; and the name, mailing address, and telephone number of a contact person associated with such buyer, transferee or assignee. Notice shall be sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to:

City of Hutto
Attn: Isaac Turner, Interim City Manager
500 W. Live Oak Street
Hutto, Texas 78634

It is not necessary to inform the City of a corporate reorganization not involving a third party. An assignment is valid only if the assignee accepts all of the terms and conditions contained herein.

SECTION 3. CITY'S RESERVATION OF RIGHTS AND AUTHORITY:

3.1. In granting this Franchise, it is understood that the lawful power vested in the City to regulate all public utilities within the City, to regulate the local rates of public utilities within the City, and to require all persons or corporations to uphold and perform all prescribed duties and undertakings is expressly reserved. Except as expressly provided in this Ordinance, the City does not, in granting this Franchise, surrender, lose, waive, impair, or lessen its powers under the City's charter, ordinances, and other applicable law. The rights, privileges, and franchise granted

hereunder are non-exclusive and subject to such lawful changes by charter provision or ordinance as may be necessary to the public health and safety by the City in the exercise of its lawful police powers. This franchise does not establish any priority for the use of the City Rights-of-Way by the Company or by any present or future franchisees or other permit holders. In the event of any dispute as to the priority of use of the City Rights-of-Way, the first priority shall be to the public generally, the second priority to the City in the performance of its various functions, and thereafter, as between franchisees and other permit holders, as determined by the City in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

3.2. The City reserves to itself the general right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation, and control of the Company's use of the City Rights-of-Way to ensure the rendering of efficient public service and the maintenance of the Company's System in good repair throughout the term of this Franchise.

3.3. Nothing herein shall impair the right of the City to fix, within constitutional and statutory limits, a reasonable price to be charged for natural gas or to provide and fix a scale of prices for natural gas and other charges to be charged by the Company to residential, commercial, and industrial customers, or any combination of such customers, within the territorial limits of the City.

SECTION 4. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF COMPANY FACILITIES:

4.1. The Company is hereby authorized to lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment within City Rights-of-Way, but before any work is to be performed, the Company must obtain any permits required by the City for construction within City Rights-of-Way in accordance with the ordinances or process in place at the time the work is performed. Under no circumstances shall the Company be required to pay for any permit. Any such work by Company shall comply with Section 24.09.005 (Regulations for Work) and Section 24.09.006 (Repair and Restoration) of the City's Code of Ordinances. It shall not be necessary for the Company to obtain permits for the laying of service lines from the mainline pipes of the Company to its customers if no work will take place in City Rights-of-Way. It shall not be necessary for the Company to obtain a permit in advance of resolving an Emergency. In the event of an Emergency, the Company shall notify the City Manager no later than ten (10) days after the last day of the Emergency, along with information that describes the circumstances of the Emergency.

4.2. The Company's System shall be located, installed, and maintained so that, to the extent practicable, the system does not interfere with any improvements the City may deem proper to make. The Company also agrees not to unreasonably obstruct the free use of the City Rights-of-Way. In the event of a conflict between the location of the proposed facilities of Company and the location of existing or future facilities of City or other users of City Rights-of-Way within City Rights-of-Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the City Rights-of-Way.

Company shall construct its System Facilities in conformance with City ordinances or regulations adopted pursuant to authority delegated by ordinance, in order to minimize interference with traffic. The location of all Company's System Facilities shall be fixed in coordination with and under the supervision of the City, and as provided in the permit issued by the City. When Company makes, or causes to be made, excavations, or places, or causes to be placed, obstructions in any City Rights-of-Way, Company shall place, erect, and maintain barriers and lights to identify the location of such excavations or obstructions.

4.3 In determining the location of Company's System Facilities within City, Company shall work with the City to minimize interference with then existing underground structures of City or other utility franchisees. Likewise, in determining the location of the facilities of the City and other utility franchisees within City, City shall minimize interference with the existing System Facilities of Company and shall require other utility franchisees to minimize interference with existing System Facilities of Company. In the event of a conflict between the location of Company's System Facilities and the location of the facilities of City or other utility franchisees within City Rights-of-Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities.

4.4 If Company desires to install System Facilities on or under public parkland or other City-owned property that is not a City Rights-of-Way, it shall seek specific permission for such installation from City and shall proceed in coordination with City and in compliance with all applicable State laws, including Chapter 26 of the Texas Parks and Wildlife Code, and with all applicable City ordinances, rules, and regulations.

4.5 Company shall designate an individual or individuals as the person or persons primarily responsible for communications with the City and authorized to speak for and represent the Company in such communications. The City shall be entitled to contact the designated individual or individuals on any matters associated with Company's occupancy and use of the City Rights-of-Way, and Company's performance of its obligations under this franchise. Company shall promptly communicate with the Williamson County Emergency Dispatch and the City of Hutto Public Works Call Center in the event Company becomes aware of gas leaks on its system or significant unplanned disruption of service to multiple customers within the City for reasons other than non-payment, meter tampering, or other customer-driven reason. Company shall also notify the City when Company expects to undertake work that will result in disruption of service for a significant period of time to multiple customers.

4.6 A copy of the City's capital improvement plan ("CIP") for the upcoming budget year shall be made available on the City's website or upon request. The City should notify the Company's local representative of any major change to the CIP. The Company or contractors working on behalf of the Company shall not be required to pay fees for permits that must be obtained from the City for street cutting, excavations, or other work in City Rights-of-Way in connection with the Company's operations. When required by City to remove or relocate its mains, laterals, and/or other facilities lying within City Rights-of-Way, the Company shall do so as soon as practically possible with respect to the scope of the project. In no event shall the Company be required to remove or relocate its facilities in less than thirty (30) calendar days from the time

the notice is given to the Company by the City.

4.7 The Company shall at all times keep on file with the City a current map or set of maps of the Company's facilities within the City. Such maps shall indicate subdivision locations and locations of Company's customers. As extensions or modifications of facilities are made from time to time, the Company shall file with the City maps or plans showing those extensions or modifications so that the City will at all times have current and accurate maps and plans of the Company's facilities. In addition to showing the location of Company's facilities and customers, such maps shall also identify the depth and size of any buried facilities, as well as the type of cover overlaying those facilities. The Company shall furnish the city "as built" drawings not later than sixty (60) days after construction has been completed. Drawings shall be drawn to a scale of one inch (1") equals one hundred feet (100') using the standard format adopted by the City. State plane coordinates shall be shown for benchmarks, curb lines, and structures. The Company shall provide one (1) set of blue or black line "as built" drawings to the City and one (1) set of the maps on computer diskettes with G.I.S. data in an electronic/digital format designated by the City. Company shall cooperate with the City in locating its System Facilities when necessary to avoid conflict and protect the health and safety of the public.

4.8. If, during the period of this Franchise, the City shall elect to alter or change the grade or alignment of the City Rights-of-Way, or any water pipe, wastewater pipe, or any City-owned overhead or underground structure for a governmental purpose, so as to conflict with the facilities of the Company, the Company shall remove or relocate, as necessary, all of its facilities at its expense, unless such work is for the primary purpose of beautification or to accommodate a private developer. However, if such work is being performed because of, or in conjunction with, a private development project, the private developer may be required to reimburse the Company for the cost of removal or relocation of its facilities. Schedules for this work shall be developed by the designated representatives of the Company and the City. If such representatives cannot agree on the schedule, the City Manager, after consultation with the Company, shall establish a schedule. Facilities are deemed to be in conflict to the extent that the proposed City facilities are determined by the City to be inconsistent with gas distribution industry standard safe operating practices for existing facilities.

This schedule shall provide for a minimum of thirty (30) days to exist between the time the schedule is furnished to the Company and the time that any specific work to be done by the Company covered in the schedule is to begin. When Company is required by City to relocate its facilities, the City shall work with the Company to obtain a safe and suitable alternative location. The Company shall be required to relocate facilities in accordance with the terms of this franchise and the City's Rights-of-Way permit.

4.9. When the Company is required to remove or relocate its facilities to accommodate work by the City without reimbursement from the City, or at the City's direction, the Company shall have the right to seek recovery of relocation costs as provided by state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of the Company to seek or recover a surcharge from customers for the cost of relocation pursuant to Section 104.112 of the Texas Utilities Code or any other applicable law or regulations. The City shall not oppose recovery of relocation costs when Company is required by City to perform the

relocation. City shall not require that Company document its request for reimbursement as a pre-condition to the recovery of such relocation costs. Notwithstanding any provision of this agreement, the City shall have the right to participate and challenge any other capital costs or expenses of the Company and request full documentation to the full extent provided by state law.

4.10. Whenever the City applies to be reimbursed by the state or federal government for a public improvement which includes the removal or relocation of facilities by the Company, the City shall attempt to notify the Company about such application within a reasonable amount of time for the Company to provide the City with cost and expense documentation, so that the City can include such information in the application. Company costs and expenses shall be included in any application by City for reimbursement, if Company submits its cost and expense documentation to city prior to the filing of the application. This does not apply if the inclusion of the Company's costs and expenses would diminish the amount of funds available to the City. Upon receipt of reimbursement funds from the federal or state agency, the City shall remit to the Company, within thirty (30) days of receipt, the Company's portion of the funds related to the relocation or removal of its facilities.

4.11. If the City transfers or abandons any City Rights-of-Way in which the Company has facilities, the City will condition the abandonment or transfer of such property on preserving the Company's right-of-way. If the party to whom the City Right-of-Way is abandoned requests Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done as agreed to by Company and the party to whom the City Right-of-Way is abandoned.

4.12 When performing work within City Rights-of-Way, the Company shall place, or cause to be placed, appropriate barriers to mark excavations or obstructions. Company must endeavor to minimize interference with traffic on City Rights-of-Way. When performing any work on the System within City Rights-of-Way, Company will restore to approximate original condition the paved surfaces and/or grass or landscaped surfaces of City Rights-of-Way that it may disturb. If Company personnel damage any City facilities (excluding City Rights-of-Way), the Company shall notify the City and shall reimburse the City for its cost of repairing the damage. When constructing or repairing facilities in City Rights-of-Way, City agrees to minimize interference with then existing facilities of the Company and shall instruct other users of City Rights-of-Way to minimize interference with existing facilities of the Company. If City personnel damage a part of the System, the City shall notify the Company and shall reimburse its cost of repairing the damage. Requests for reimbursement under this section are limited to actual, documented costs for the repair, including lost product, materials, equipment, and labor. Reimbursement does not include lost profits, administrative costs, or other incidental costs. City and Company agree to notify the appropriate personnel whenever such restoration becomes necessary. The Company and City may separately agree to enter into a reciprocal arrangement for limited circumstances creating an exception to this section where each party bears the cost and/or responsibility of repairing or replacing damaged facilities or pavement.

4.13. For new construction served from a main that lies in street right-of-way, Company agrees to install meters adjacent to a building on that property, when practical and may only install a

meter within a City Right-of-Way if the City Manager agrees with the placement. For any premises served from a main that lies in alley right-of-way, Company may install the meter at the alley if the City Manager agrees with the placement. Nothing in this franchise will require the Company to install a meter adjacent to a building when repairing or replacing existing meters. Nothing in this franchise shall prevent a property owner from requesting that a meter be moved adjacent to a building so long as it is operationally feasible and the property owner agrees to pay the costs of relocation, including any additional service line necessary to accommodate the request. If a meter is installed in or near a City Right-of-Way, Company agrees to discuss with the City Manager the aesthetics of meter placement, provided that aesthetic accommodations will not endanger the public or the integrity of the System. This section does not require the Company to install any non-standard equipment.

4.14 Whenever City shall decide to make public improvements in the City Rights-of-Way in which the Company's System Facilities already exist or in which the Company may propose to install its System Facilities, the Company will be provided the opportunity, at no expense to City, in advance of such improvements to renew such System Facilities, if defective or inadequate in size and to lay System Facilities, or renew same, if inadequate in size or defective, to the property lines where buildings may be located provided such activities do not delay the City's public improvements.

The Company shall be given written notice of the intention of the City to make major public improvements in any such City Rights-of-Way. Within ninety (90) days from receipt of such notice, the Company, if it has determined a need, shall initiate work and thereafter proceed in a workman-like manner to completion of the necessary work and shall complete such work within three (3) months of being granted a permit to preclude the delay of said public improvements. The Company shall take reasonable measures to ensure uninterrupted service to its customers and shall reconnect all customer service lines disconnected in the normal course of construction at its own expense. If the Company should fail to so proceed, and any street or alley is thereupon paved, except in an emergency or in response to a request for initiation of new service, the Company shall for three (3) years thereafter not be allowed to cut such pavement or excavate in such paved street or alley for any purpose. All pavement cuts or excavations within the three-year period, except in response to an emergency or in response to a request for initiation of new service, shall be performed only upon written permission of the City under such terms and conditions as the City may prescribe.

SECTION 5. INDEMNITY & INSURANCE:

5.1 IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, THE COMPANY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, EMPLOYEES, BOARDS, COMMISSIONS, AND VOLUNTEERS (CITY AND SUCH OTHER PERSONS AND ENTITIES BEING COLLECTIVELY REFERRED TO HEREIN AS "INDEMNITEES"), FROM AND AGAINST ALL SUITS, ACTIONS OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF

PROPERTY ARISING OUT OF, OR OCCASIONED BY THE COMPANY'S INTENTIONAL AND/OR NEGLIGENT ACTS OR OMISSIONS IN CONNECTION WITH THE COMPANY'S CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, REPAIR, USE, OPERATIONS, OR DISMANTLING OF SYSTEM FACILITIES OR THE COMPANY'S PROVISION OF SERVICE; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO THE EXTENT ANY LIABILITY IS DETERMINED TO HAVE RESULTED FROM NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES. IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH THE COMPANY AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY OF THE DEFENSES OF THE PARTIES UNDER TEXAS LAW. FURTHER, IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH THE COMPANY AND CITY, RESPONSIBILITY FOR ALL COSTS OF DEFENSE SHALL BE APPORTIONED BETWEEN THE CITY AND THE COMPANY ENERGY BASED UPON THE COMPARATIVE FAULT OF EACH.

5.2 By entering into this Franchise Ordinance, City does not consent to suit, waive any governmental immunity available to the City under Texas Law, or waive any defenses of the parties under Texas law.

5.3 In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Company shall, upon notice from any of the Indemnitees, at Company's sole cost and expense, resist and defend the same with legal counsel selected by Company, provided however, that Company shall not admit liability in any matter on behalf of the Indemnitees without their written consent and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the Company. The Company's obligation to defend shall apply regardless of whether Company is solely or concurrently negligent provided that Indemnitees may be held responsible for the cost of such defense paid for by the Company. Indemnitees shall give the Company prompt notice of the making of any claim or commencement of any action, suit, or other proceeding covered by the provision of this Section. Nothing herein shall be deemed to prevent the Indemnitees at their election and their own expense from cooperating with the Company and participating in the defense of any litigation by their own counsel.

5.4 In fulfilling its obligation to defend and indemnify City, the Company shall have the right to select defense counsel, subject to City's approval, which shall not be unreasonably withheld. The Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Franchise. If the Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and the Company shall be liable for all defense costs incurred by City, except as otherwise set out in this Section.

SECTION 6. COMPANY'S DUTIES TO THE PUBLIC:

6.1. The Company shall furnish reasonably adequate service to the public at reasonable rates and charges. The Company shall maintain its property, equipment, and appliances in good order and condition.

6.2. The Company shall not discriminate against any person, corporation, firm, or association in the charge for gas service or in the services rendered under like circumstances to customers of the same classification. The Company shall not arbitrarily refuse to provide service to any person that it is economically feasible for the Company to serve. The Company shall not directly or indirectly grant any discount, rebate, or use any other device to circumvent the applicable rate schedule.

6.3. The Company shall, at all times during the existence of this Franchise, furnish an adequate supply of natural gas necessary for the requirements of its customers in the City.

SECTION 7. PAYMENTS TO THE CITY:

7.1. Company, its successors and assigns, agrees to pay and City agrees to accept, on or before the 1st day of every quarter, specifically January 1, April 1, July 1, and October 1 of every year, beginning the first quarter after the execution date and on or before the same of each succeeding year during the term of this franchise the last payment being made on the 1st day of January 2041, a sum of money which shall be equivalent to five percent (5%) of the Gross Revenues, as defined herein, received by Company during the preceding quarter. The initial payment for the rights and privileges herein provided shall be for the current quarter as of the execution date, and each succeeding payment shall be for the quarter in which the payment is made. For example, if the initial payment is made on July 1, 2022, it shall be for the quarter beginning on April 1, 2022, and ending on June 30, 2022. The next payment shall be due on October 1, 2022, and shall be for the quarter starting July 1, 2022, and ending on September 30, 2022. The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee amount will be paid on or before April 30, 2023, and will be based on the calendar year January 1 through December 31, 2022. The final CIAC franchise fee amount under the initial term will be paid on or before April 30, 2041, and will be based on the calendar year January 1 through December 31, 2040.

7.2. Any payments that are received after 5:00 P.M. of the due date constitute late payments. Late payments shall accrue interest from such due date until payment is received by the City. Payments received after the due date shall be subject to interest charged at the greater of the rate of the prime rate for the due date or the rate for customer deposits under Texas Utilities Code Section 183.003 in effect for the time period involved, from such due date until payment is received by City.

7.3. The Company shall provide a report with each payment, which sets forth the total, in dollars and cents, of the Gross Revenues. At a minimum, the report will show, by customer class, Gross Revenues and resulting franchise fee attributable to sale of gas and other miscellaneous charges. In addition, the report will show the amount of franchise fee collected from transportation customers attributable to the value of gas transported for the customers.

7.4. It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charge (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from the Company or Company's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy the Company's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement, or franchise taxes or charges aforesaid.

7.5. If the Company should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in the Central Texas region, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its City Rights-of-Way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by the Company to the City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

SECTION 8. FRANCHISE FEE RECOVERY TARIFF:

8.1. The Company may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.

8.2. City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates, or tariff which provide for 100% recovery of such franchise fees as part of the Company's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the Company's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by the Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by the Company.

8.3. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by the Company.

SECTION 9. BOOKS AND RECORDS:

9.1. The Company shall keep complete and accurate books of accounts and records of its business and operations under and in connection with this Franchise. All such books of accounts and records shall be kept at the Company's principal office. The Company shall maintain separate records in a form sufficient to identify its investment, revenues, and expenses related to its performance under this franchise, intending thereby to separate the accounting records of its system in the city from its other systems. The records of the Company applicable to its performance under this franchise shall be made available for inspection by the City at any time during normal working hours.

9.2. Upon reasonable request of the City, the Company shall present any and all records, accounts and books for inspection relative to the Gross Revenues of the Company within the corporate limits of the City.

9.3. The City may, if it sees fit, upon reasonable notice to the Company, have the books and records of the Company examined by a representative of the City to ascertain the correctness of the reports agreed to be filed therein. The Company shall make available to the auditor such personnel and records as the City may request in order to complete such audit, and shall make no charge to the City therefor. The Company shall assist the City in its review by providing all requested information no later than five (5) working days after receipt of a request.

9.4. The City may conduct an audit or other inquiry or may pursue a cause of action in relation to the payment of the franchise fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than three (3) years before the commencement of such audit, inquiry, or pursuit of a cause of action. Each party shall bear its own costs of any audit or inquiry, unless, if after receiving reasonable notice from the City of the City's intent to perform an audit, the Company fails to provide data, documents, reports, or information required to be furnished or fails to reasonably cooperate with the City during an audit properly performed, the Company shall be liable for payment of the City's reasonable and necessary expenses (including reasonable attorney's fees) incurred in obtaining such data, documents, reports or information. The cost of an audit pursuant to this provision shall be borne by the City, unless the audit reveals an underpayment of fees paid during the audit period in excess of three (3) percent, in which case the Company shall pay for the audit. In the event any overpayment is discovered, such overpayment will credit toward current and/or future payments owed, without interest.

9.5. In the event that a dispute arises regarding an audit performed on the Company's books and records, the Company agrees to participate in mediation in an attempt to resolve the dispute. The Company agrees that it will consult with the City and the parties will mutually agree on a Mediator to preside over the mediation.

9.6. The Company shall keep and maintain complete books, records, accounts, documents, and papers pertaining to the Company's facilities within the City and all the underlying books, records, and working papers on which the gross revenue calculations were based in accordance with the Company's record retention policy or for a period of four years, whichever is greater.

9.7. If any of the records to be provided by Company or to be made available by Company

are considered by the Company to be proprietary in nature or if such records are confidential under federal, state or local law, upon request by the Company such information shall be treated by the City as confidential, and shall be made available only to those persons who must have access to perform their duties on behalf of the City, including but not limited to the Finance Director, the City Attorney, and the Council Members. The City shall promptly notify company of any requests for public disclosure of such records under Chapter 552, Texas Government Code, and Company shall have the sole responsibility to assert its claims regarding the proprietary or confidential nature of such records.

SECTION 10. TERMINATION:

10.1. In addition to any rights set out elsewhere in this ordinance, the City reserves the right to terminate the franchise and all rights and privileges pertaining thereto, in the event that the company violates any material provision of the franchise or the company becomes insolvent, or is adjudged as bankrupt.

10.2. Upon failure of the Company to comply with the material terms of the franchise, the City may by ordinance terminate the franchise in accordance with the procedures set forth in this section. Upon termination, all rights of the Company shall immediately be divested without further act upon the part of the City. If the City requires the company to remove its facilities from the public rights-of-way, the Company shall forthwith remove its structures or property from the City Rights-of-Way and restore it to the approximate original condition. Upon failure to do so, the City may perform the work and collect the cost thereof from the Company. The cost thereof shall be a lien upon all facilities and property of the Company.

10.3. Procedures for Termination.

- (a) The City shall give written notice to the Company of the existence of a material violation or failure to comply with the franchise. Company shall have a period of thirty (30) days after receipt of such notice from the City in which to cease such violation and comply with the terms and provisions hereof. In the event Company fails to cease such violation or to otherwise comply with the terms hereof, then Company's franchise is subject to termination under the following provisions. Provided, however, that, if the Company commences work or other efforts to cure such violations within thirty (30) days after receipt of written notice and shall thereafter prosecute such curative work with reasonable diligence until such curative work is completed, then such violations shall cease to exist, and the franchise will not be terminated.
- (b) Termination shall be declared only by a written decision of the City Council after an appropriate public proceeding whereby the Company is afforded the full opportunity to be heard and to respond to any such notice of violation or failure to comply. The Company shall be provided at least ten (10) days' prior written notice of any public hearing concerning the termination of the franchise.
- (c) The City, after a public hearing, and upon finding a material violation or failure

to comply, may in its discretion terminate the franchise or excuse the violation or failure to comply upon a showing by the Company of mitigating circumstances or upon a showing of good cause of said violation or failure to comply as may be determined by the City Council. The failure of the Company to comply with the terms of this franchise after due notice and hearing and the providing of adequate time for Company to comply with said terms, shall entitle the City to compel compliance by suit in any court of competent jurisdiction and upon culmination of the suit, if the company still fails to comply with the terms of the franchise, the City may compel compliance upon penalty of forfeiture thereof, with the City having an option to purchase Company's property located in the City at a reasonable fair value should forfeiture occur.

10.4. In the event the City purchases Company's property under penalty of forfeiture and the City and Company cannot agree upon the reasonable fair value of the property, then the reasonable fair value of the Company's property shall be established by a majority vote of three appraisers with one appraiser selected by Company, one appraiser selected by City, and one appraiser selected by the other two appraisers. If the two appraisers are unable to agree upon the third appraiser, then the third appraiser shall be selected by order of a court of competent jurisdiction. The Company further agrees that if for any reason the Company fails to pay the franchise fee as provided in this franchise within thirty (30) days following written notice from the City that Company has failed to make such payment, such failure shall be sufficient to permit the city to forfeit the franchise without court action.

SECTION 11. REPEAL:

This ordinance repeals all previously adopted franchise ordinances by the City Council of the City of Hutto, Texas which granted the Company the right to use the City Rights-of-Way of the City.

SECTION 12. SEVERABILITY AND CONFLICT:

If any section, paragraph, sentence, clause, phrase, or word of this ordinance is declared unconstitutional or invalid for any purpose, the remainder of this Ordinance shall not be affected thereby and to this end, the provisions of this ordinance are declared to be severable. It is further agreed that if part of this Ordinance is determined to be invalid, either the City or the Company may open negotiations solely with respect to a substitute for such Section, or portion of this Ordinance within two (2) weeks after a ruling has been made. In the event of a conflict between this Franchise and the City's Code of Ordinances, this Franchise controls, except that by the granting of this Franchise the City does not render or to any extent lose, waive, impair, or lessen the lawful powers and rights, now or hereafter vested in the City under the Constitution and statutes of the State of Texas and of the United States of America and under the City's Charter.

SECTION 13. ACCEPTANCE OF FRANCHISE:

To accept this franchise, the Company must file with the City Secretary its written

acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by the City Council. If written acceptance of this franchise ordinance is not filed by the Company within that time, the franchise ordinance shall be rendered null and void. Once this franchise has been accepted, the terms herein may not be modified except by an ordinance duly adopted by the City, and subsequently accepted by the Company in the same manner as the franchise.

SECTION 14. EFFECTIVE DATE:

This Franchise shall be effective only after: a) its final passage by the City Council; b) receipt by the City of Company's acceptance as required above; and c) publication as required by the City Charter. The City Secretary shall publish, at the Company's expense, the complete text of this ordinance in a newspaper of general circulation. Provided that the above requirements have taken place, this Franchise shall be effective as of _____.

SECTION 15. NOTICES:

Every notice, order, petition, documents or other direction or communication to be served upon the City or the Company shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested. Every such communication to the Company shall be sent to:

Company
Universal Natural Gas, LLC (d/b/a Universal Natural Gas, Inc.)
Attn: General Counsel
61 Carlton Woods Dr., Building 2
The Woodlands, TX 77382

Every such communication to the City or the City Council shall be sent to the:

City of Hutto
Attn: Isaac Turner, Interim City Manager
500 W. Live Oak Street
Hutto, Texas 78634

With copies to:

Alan Bojorquez
City Attorney, City of Hutto
11675 Jollyville Rd, Ste. 300
Austin, Texas 78759

SECTION 16. REGULATORY EXPENSES:

Company agrees that City may, at any time during the term of this franchise, employ at the expense of Company expert assistance and advice in determining fair, just, and reasonable rates to

be charged by Company to its consumers in the City, and in determining the extent to which Company is complying with the terms and conditions of this Ordinance. Company agrees to pay reasonable expenses in connection therewith, or reimburse City for the same, which expense Company shall be entitled to recover through its rates and tariffs.

SECTION 17. GOVERNMENTAL FUNCTION:

All of the regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety and welfare of the general public.

SECTION 18. VENUE:

This franchise agreement is performable in Williamson County, Texas and in the event of a dispute between such parties hereto, by agreement of such parties, venue shall be established in Williamson County, Texas.

SECTION 19. NO WAIVER OF POWER:

In granting this Franchise, the City does not waive its regulatory powers, nor any rights under the Constitution and laws, present and future, of the State of Texas, nor any of its rights under future ordinances which are not in conflict herewith. The enumeration of special duties required of the Company shall not be construed as a limitation of the powers and duties conferred upon the City by the Constitution or laws of the State of Texas, or any present or future ordinances; and the Company shall perform all duties required by of it, by any valid ordinances not in conflict herewith adopted by the City, and by the laws of the State of Texas.

SECTION 20. CITY RESERVES POWER:

The City retains exclusive control over its streets, including (without enumerating all of its powers and without limiting its other powers) the power to lay out, establish, open, alter, widen, lower, elevate, extend, grade, abandon, discontinue, abolish, close, sell, pave, supervise, maintain and improve all of its streets and to construct, maintain and repair sewer pipes, water mains, drainage systems and other public works within its streets. In the exercise of such powers, the City may, whenever it deems it to be necessary, require the Company to alter, lower, elevate, relocate, or remove its pipelines in any such street, as and when required by the City. Such alterations to the Company's systems shall be made at Company's expense, subject to the Company's right to recover such costs from the ratepayers within the City pursuant to Section 104.112 of the Texas Utilities Code.

SECTION 20. INSURANCE.

During the term hereof, the Company shall maintain one or more policies of general liability insurance having policy limits of not less than \$5,000,000.00 per occurrence. At the City's request, the Company will provide a certificate of insurance evidencing such coverage.

READ and APPROVED on the first reading this the _____ day of _____ **2022.**

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

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
Angela Walton, City Secretary
(SEAL)

APPROVED AS TO FORM:

By: _____
Cristian Rosas-Grillet, Assistant City Attorney

AGENDA ITEM REPORT

10.1.



To: City Council
Subject: Consideration and possible action on Resolution R-2022-045 approving the Second Amendment to the Management Agreement with the YMCA of Greater Williamson County; authorizing the Interim City Manager to execute the Agreement. (Angie Rios)
Meeting: Thursday, May 19, 2022
Department: Finance /
Staff Contact:

BACKGROUND INFORMATION:

On December 15, 2011, the City Council authorized the Mayor to execute a 30-year lease agreement with the YMCA of Greater Williamson County for the use of the Hutto Recreation Center (the "Lease"). On the same date, the City Council approved the Management Agreement regarding the operation, management, and maintenance of the Center by the YMCA. The YMCA and City agreed to a funding plan in which the City is responsible for the Capital Equipment Repair Funding, the anticipated Capital Equipment Replacement, and 50% of the unanticipated Capital Equipment Replacement. As of this date, the pending Capital Repair and Replacement items equal the sum of \$230,371.00.

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

The proposed Second Amendment extends YMCA's time to complete the pre-existing capital repair and replacement obligations to December 31, 2022.

SUMMARY OF REQUEST:

STAFF REVIEW:

AGENDA ITEM REPORT

10.1.



FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

RESOLUTION NO. R-2022-O-045

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING
THE SECOND AMENDMENT TO THE MANAGEMENT
AGREEMENT BETWEEN THE CITY OF HUTTO AND YMCA OF
GREATER WILLIAMSON COUNTY (“YMCA”); AUTHORIZING
THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND
PROVIDING AN EFFECTIVE DATE**

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

WHEREAS, on July 1, 2021, the City adopted Resolution No. R-2021-037 approving the First Amendment to the Management Agreement (“First Amendment”) to modify the funding plan to provide that the YMCA shall be responsible for all capital maintenance, and replacement items including those pending items that existed prior to July 1, 2021; and

WHEREAS, pursuant to the First Amendment the YMCA shall fully complete the pre-existing capital repair and replacement obligations by April 29, 2022; and

WHEREAS, the Parties desire to amend the Management Agreement dated December 15, 2011, as amended by Resolution No. R-2021-037, to clarify the responsibilities of both parties for certain capital improvements; and

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

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

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

SECTION 2: The Hutto City Council hereby approves and authorizes the City Manager to execute the Second Amendment to the Management Agreement, attached as Exhibit “A”, a copy of the 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 19th day of May, 2022.

Mike Snyder, Mayor

ATTEST:

Angela Walton, City Secretary

APPROVED AS TO FORM:

By: _____
Cristian Rosas-Grillet, Assistant City Attorney

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

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

WHEREAS, the YMCA is a not-for-profit organization dedicated to building self-esteem and enriching body, mind, and spirit for persons of all ages and economic levels and addresses community needs through wellness, leadership, and family strengthening activities; and

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

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

WHEREAS, on July 1, 2021, the City adopted Resolution No. R-2021-037 approving the First Amendment to the Management Agreement (“First Amendment”) to modify the funding plan to provide that the YMCA shall be responsible for all capital maintenance, and replacement items including those pending items that existed prior to July 1, 2021; and

WHEREAS, pursuant to the First Amendment the YMCA shall fully complete the pre-existing capital repair and replacement obligations by April 29, 2022; and

WHEREAS, the Parties desire to amend the Management Agreement dated December 15, 2011, as amended by Resolution No. R-2021-037, to clarify the responsibilities of both parties for certain capital improvements; and

WHEREAS, the Parties agree that the other terms and conditions as set forth in “Attachment A”, that document entitled “*Management Agreement*” dated December 15, 2011, as amended by Resolution No. R-2021-037, (the “Agreement”) attached hereto and fully incorporated herein, shall remain in full force and effect.

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

AGREEMENT:

1. Subsection E, Article III of the Agreement is hereby amended to read as follows:

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

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

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

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

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

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

CITY OF HUTTO, TEXAS

By: _____
Isaac Turner, Interim City Manager

Date: _____

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on _____, 2022, by Isaac Turner, Interim City Manager, on behalf of the City of Hutto, a municipal corporation.

Notary Public in and for the
State of Texas

YMCA

By: _____
Jeff Andresen, President/CEO

Date: _____

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on _____, 2022, by Jeff Andresen, President/CEO, on behalf of the YMCA.

Notary Public in and for the
State of Texas

AGENDA ITEM REPORT

10.2.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2022-046 amending the City Council Protocol Policy to establish and clarify procedures for appointments, reappointments and/or removals of members of City boards, committees, and commissions. (Councilmember Peter Gordon, Councilmember Krystal Kinsey)
Meeting: Thursday, May 19, 2022
Department: Legal /
Staff Contact: Cristian Rosas-Grillet

BACKGROUND INFORMATION:

On January 6, 2022, the City Council adopted the Protocol Policy by Resolution No. R-2022- 003.

On March 3, 2022, the City Council amended the Protocol Policy to provide for nominating and voting procedures for positions not subject to Nominating Committee recommendations under Section 2.02.003 of the Code of Ordinances.

There is currently ambiguity regarding the terms of service for existing board/commission members and the process of reappointing existing board/commission members. There is also no established process for removing board/commission members. This draft is a proposal to establish clear procedures and remove ambiguity from the process of appointments and removals from boards and commissions. This proposal also includes procedures for orienting newly called board/commission members.

SUMMARY OF REQUEST:

There is currently ambiguity regarding the terms of service for existing board/commission members and the process of reappointing existing board/commission members. There is also no established process for removing board/commission members. This draft is a proposal to establish clear procedures and remove ambiguity from the process of appointments and removals from boards and commissions. This proposal also includes procedures for orienting newly called board/commission members.

STAFF REVIEW:

FINANCIAL IMPACT:

AGENDA ITEM REPORT

10.2.



POLICY IMPLICATIONS:

ATTACHMENTS:

RESOLUTION NO. R-2022-046

A RESOLUTION AMENDING THE CITY COUNCIL PROTOCOL POLICY FOR THE CITY OF HUTTO, TEXAS TO ESTABLISH AND CLARIFY PROCEDURES FOR APPOINTMENTS, REAPPOINTMENTS, AND REMOVALS OF MEMBERS OF CITY BOARDS, COMMITTEES, AND COMMISSIONS; REPEALING ALL OTHER RESOLUTIONS OR PARTS OF RESOLUTIONS INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hutto City Council desires to provide clear, transparent, comprehensive rules of procedure, which are vital to the efficient administration of City matters; and

WHEREAS, the City Council Protocol Policy shall serve as a source of information about procedures for accomplishing important responsibilities such as appointing accountable and productive members of advisory committees, placing items on Council agendas, scheduling workshops and meetings, and disseminating internal and public information; and

WHEREAS, on January 6, 2022, the City Council adopted the City Council Protocol Policy by Resolution No. R-2022-003; and

WHEREAS, on March 3, 2022, the City Council amended the Protocol Policy to provide for nominating and voting procedures for positions not subject to Nominating Committee recommendations under Section 2.02.003 of the Code of Ordinances; and

WHEREAS, the City Council desires to amend the City Council Protocol Policy to establish and clarify procedures for appointments, reappointments, and removals of members of City boards, committees, and commissions.

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

Section 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. That City of Hutto City Council Protocol Policy is hereby amended to read in accordance with **Exhibit A** which is attached hereto and incorporated into this Resolution for all intents and purposes. Underlined and italicized text shall be added and struck-through and bracketed text shall be deleted as indicated in **Exhibit A**.

Section 3. City of Hutto resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 4. That the City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution

and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 5. That this Resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Hutto, and it is accordingly so resolved.

RESOLVED this 19th day of May, 2022.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Walton, City Secretary

APPROVED AS TO FORM:

By: _____
Cristian Rosas-Grillet, Assistant City Attorney



**City Council Protocol Policy Adopted
March 3, 2022**

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1 Overview of Roles and Responsibilities

a) Role of the Mayor

The Mayor shall:

- 1) Act as the official head of the City for all ceremonial purposes.
- 2) Chair Council meetings and Work Sessions of the City Council.
- 3) Vote on propositions that come before the City Council but shall have no power to veto.
- 4) When authorized by the City Council, sign all official documents such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts, and bonds.
- 5) Recognize comments from citizens at public meetings.
- 6) Call for special meetings.
- 7) Select substitute for City representation when Mayor cannot attend.
- 8) Make judgment calls on proclamations, special presentations, etc.
- 9) Recommend subcommittees as appropriate for Council approval.
- 10) Lead the Council into an effective, cohesive working team..
- 11) Work with City Manager to prepare Council agenda.
- 12) Appoint Council Subcommittees.
- 13) Perform such other duties consistent with this Charter or as may be imposed upon him or her by the City Council.

b) Role of Mayor Pro-Tem

The Mayor Pro-Tem shall be elected by the City Council at the first regular City Council meeting following each regular City election. If the Mayor Pro-Tem position becomes vacant or the Mayor Pro-Tem is removed by forfeiture of office, the Mayor Pro-Tem shall be elected at the next regular City Council meeting to fill the remainder of the term of the Mayor Pro-Tem

The Mayor Pro-Tem shall:

- 1) Act as Mayor during the disability or absence of the Mayor, and in this capacity shall have the rights conferred upon the Mayor.

c) Role of a Council Member

All members of the City Council, including those serving as Mayor and Mayor Pro-Tem, have equal votes. No Council member has more power than any other Council member, and all should be treated with equal respect.

All Council members shall:

- 1) Fully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others.

- 2) Prepare in advance of Council meetings and be familiar with issues on the agenda. Stay focused and act efficiently during public meetings.
- 3) Represent the City at ceremonial functions at the request of the Mayor.
- 4) Be respectful of other people's time. Serve as a model of leadership and civility to the community.
- 5) Inspire public confidence in Hutto government.
- 6) Provide contact information to the City Manager's Office in case an emergency or urgent situation arises while a Council member is out of town.
- 7) Demonstrate honesty and integrity in every action and statement.
- 8) Participate in scheduled activities to increase team effectiveness and review Council procedures, such as this Council Protocol Policy.

d) Meeting Chair's Responsibilities

The Mayor will chair official meetings of the City Council, unless the Mayor Pro Tem or another Council member is designated as Chair of a specific meeting. This individual maintains order, decorum, and the fair and equitable treatment of all speakers and keeps discussion and questions focused on the specific agenda item under consideration.

e) Parliamentary Authority

Robert's Rules of Procedure, 12th Edition, 2021, shall be the parliamentary authority for City Council meetings.

- 1) Rules and procedures may be adopted that conflict with Robert's Rules and shall take precedence.
- 2) When rules and procedures are silent on an issue, Robert's Rules prevail.
- 3) When Robert's Rules conflict with statutes, the Charter, ordinances, resolutions, or motions of the City Council, the latter shall prevail.

The 12th edition of Robert's Rules shall be the parliamentary authority until the 13th or other successive edition is designated by the City Council.

f) Process for Appointment to a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force

The City Council is responsible for making appointments to a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force. To promote a process that is efficient, transparent, and that allows input from the entire City Council, the following process shall be used to make appointments to a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force:

- 1) The City Secretary shall collect applications.

- 2) After receipt of application, the City Secretary will verify that each applicant meets the qualifications for serving on the desired board or commission.
- 3) The list of applicants and vacancies will be sent to the Nominating Committee for consideration. (Applications will be available in drop box for review by the entire Council).
- 4) The Nominating Committee will consist of three (3) Council Members who will serve for one year, beginning January 1st of each year, and the chair of the board or commission whose vacancy is being considered. Council Members with odd-numbered seats (1, 3, 5) will begin service in odd numbered years, and Members with even-numbered seats (2, 4, 6) will begin service in even numbered years. The Mayor does not serve on the Nominating Committee.
- 5) The Chair of each Board, Commission, Committee, EDC, LGC, TIRZ or Task Force, if applicable, will also participate in the Nominating Committee when considering appointments to their specific Board, Commission, Committee, EDC, LGC, TIRZ or Task Force.
- 6) The Nominating Committee will review applications, interview applicants and present recommendations to the full City Council at the next Council meeting held after the meeting.
- 7) All Board, Commission, Committee, EDC, LGC, TIRZ or Task Force appointments must be confirmed by a vote of the City Council.
- 8) No person can be appointed to a City created Board, Commission, Committee, EDC, LGC, TIRZ or Task Force unless that person has filled out and submitted an appropriate application to the City Secretary before the meeting at which they are appointed by the City Council. An application does not need to be submitted for a person being re-appointed to a position.
- 9) Appointments to the Economic Development Corporation, Local Government Corporations and TIRZ Boards will follow the process as outlined in the Bylaws governing those organizations.
- 10) It is preferred that appointees serve on only one Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force at a given time.
- 11) For Boards or Commissions having alternate members, upon the removal or resignation of a regular member, the alternate with the longest tenure shall be given first preference when filling the vacancy.
- 12) Reappointments of existing members only require written notice by the member to the nominating committee indicating they are interested and willing to continue serving in their current appointment. The nominating committee will not require a new application but may choose to interview the member prior to presenting the name to the City Council for reappointment.
- 13) The City Secretary's office shall be responsible for orienting and swearing-in (if applicable) newly appointed members to Boards, Commissions, etc. This orientation shall include official notice of appointment, listing responsibilities, notifying the appointee of the days, times, frequency and locations of meetings, and notifying the Chair of the appointment. This orientation shall be done as soon as practicable after the appointment is made.

a) Process for Removal from City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force

The City Council is responsible for removing members from a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force. To promote a process that is efficient, transparent, and that allows input from the entire City Council, the following process shall be used to remove members from a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force:

- 1) Absences: Any City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force member whose attendance falls below 75% within a rolling 12-month period shall be considered for removal. The Chair shall provide written notice to the City Secretary of the dates and reasons, if known, of the member's absences. The City Secretary shall work with the City Manager to add an item to the next regular City Council meeting for discussion and possible action on the removal of the member. The City Secretary shall also notify the member of their non-compliance of the attendance requirement to allow them an opportunity to respond.
- 2) Other Removals: A Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force member serves at the pleasure of the City Council and may be removed in either of the following manners:
 - a. Upon the recommendation of any member of the City Council and the affirmative vote of four (4) or more members of the City Council.
 - b. The Board, Commission, EDC, LGC, TIRZ or Task Force may, by majority vote, submit to the City Council a recommendation for one of their own members to be removed. The Chair shall forward this recommendation to the City Secretary, who shall work with the City Manager to add an item to the next regular City Council meeting for discussion and possible action on the recommendation for removal. The City Council may remove the member by the affirmative vote of four (4) or more members of the City Council.
- 3) Vacancies shall be filled in accordance with the appointment procedures for new members.
- 4) These removal procedures do not apply to any Board, Commission, Committee, EDC, LGC, TIRZ or Task Force established by state or federal law, city charter, or ordinance to the extent these procedures are in direct conflict with such other law.

b) ~~{g}~~ Nomination and Voting Procedure for Positions not Subject to Nominating Committee Recommendations

For positions not subject to Nominating Committee recommendations, the City Council shall follow the procedure for nominations from the floor described below:

- 1) Nominations:

- a) The presiding officer will call for nominations from the City Council by stating, for example, “Nominations are now in order for the office of....”
- b) A member need not be recognized by the presiding officer to make a nomination, unless the member wishes to speak in debate on it at the same time.
- c) No second is required.
- d) The presiding officer repeats each nomination until all nominations for the office have been made.
- e) Members of the City Council are not required to make a nomination, but no member may nominate more than one person.
- f) All nominations are completed before voting takes place.

2) Voting:

- a) Votes can be cast for any person who is eligible for election, even if that person has not been nominated.
- b) When called upon by the presiding officer, every member, in turn, will state the name of the person they are voting for.
- c) If no nominee receives at least four votes, the nominee with the lowest votes shall be dropped from consideration and voting will be repeated for the remaining nominees. This procedure will be followed until one nominee receives at least four votes.
- d) Once a nominee receives at least four votes, a motion may be accepted to appoint such nominee to the office or position.
- e) After the motion is seconded, discussion on the motion is entertained and then a formal vote to appoint the nominee is conducted.
- f) If the motion fails, the nomination process may be repeated until the office or position is filled.

c) ~~h)~~ Charge from the Mayor and Council.

- 1) The Mayor and Council shall adopt a “charge” for every appointed commission, board, or committee.
- 2) The charge shall be recommended by the appropriate City staff liaison designated by the City Manager.
- 3) The charge by definition establishes the direction, boundaries, and intended accomplishments of a commission, board, or committee and includes appropriate elements, such as the following:
 - a) General powers and duties
 - b) Vision and/or mission statements
 - c) Goals, responsibilities
 - d) Officers, members
 - e) Qualifications
 - f) Ethics and standards of performance
 - g) Training requirements
 - h) Timeline, schedule, reporting dates
 - i) Meeting requirements

- j) Accountability to Mayor and Council
- k) Accessibility and accountability to public
- l) Liaison with City staff
- 4) The charge shall be reviewed in required orientation and subsequent training.
- 5) The City Secretary shall develop a template for committee charges from the Mayor and Council.

2 Meetings

a) Agenda Development, Review, and Posting

The agenda of each City Council meeting is prepared as a joint effort between the Mayor, City Manager, City Secretary, and department directors.

The Mayor may consult with the City Manager regarding proposed agenda items to be included in the agenda of a regular or special meeting of the Council. The review may be waived by the Mayor or other presiding officer. If not waived, the review should be an update regarding the agenda, recommended actions, and other developments. The review shall focus on the agenda and related written materials and shall not constitute a briefing. The review shall not be subject to the posting requirements of the Texas Open Meetings Act, unless attended by additional Council Members.

Any two members of City Council may place items on the agenda by submitting them to the City Manager or City Secretary no later than noon on the Tuesday of the week prior to the Thursday Council Meeting. The request should state the nature of the item, the desired action by city council and include any supporting material. Once finalized, the proposed agenda and packet are placed into the City Council Dropbox account on the Friday before the scheduled meeting date. Council members have until noon on the Monday before the scheduled meeting date to propose changes or corrections to the proposed agenda and packet. The agenda items placed by the members of the City Council are not subject to review by the Mayor, other Council Member, City Manager, or other City staff member, nor is an agenda item subject to editing without the approval of the member of the Council who submitted it. The final agenda is posted on the city hall bulletin board and on the city's website in accordance with the TOMA.

b) Meeting Schedule

Regular meetings are held the first and third Thursdays of each month at 7:00 p.m., in the City Hall Council Chambers, 500 W. Live Oak Street, Hutto, Texas. Other meetings may arise on an as needed basis, such as budget work sessions. A schedule of regular meetings is determined in December for the upcoming year. At times, scheduling conflicts will arise and a regular meeting may be rescheduled to another day.

c) Work Sessions

Work Sessions have several purposes:

- (1) to discuss pending items for the Council agenda;
- (2) to discuss items that staff needs to bring to Council's attention;
- (3) to receive progress reports on current projects and
- (4) to hear regular updates from members of appointed Boards, Commissions, or TaskForces.

Overall, the purpose of the work session is for Council and staff to meet and discuss various items in an informal manner where questions may be asked of each other and in-depth discussion can take place. No official action on City business is taken in work sessions except for motions to direct staff or to place an item on a future City Council agenda.

Work sessions are not held regularly and the location and times vary. All work session agendas are posted in compliance with the TOMA and are always open to the public.

Work sessions are attended by all members of the City Council, the City Manager, Assistant City Manager, and City Secretary. Depending on the agenda items, the city attorney, department directors, other staff members, consultants, board members, etc. will be invited.

d) Emergency Meetings

Special rules allow for posting notice of emergency meetings and for supplementing a posted notice with emergency items. These rules affect the timing and content of the notice but not its physical location. Section 551.045, Texas Government Code, provides:

- 1) In an emergency or when there is an urgent public necessity, the notice of a meeting or the supplemental notice of a subject added as an item to the agenda for a meeting for which notice has been posted is sufficient if it is posted for at least one hour before the meeting is convened.
- 2) An emergency or urgent public necessity exists only if immediate action is required of a governmental body because of:
 - a) An imminent threat to public health and safety; or
 - b) A reasonably unforeseeable situation
- 3) The governmental body shall clearly identify the emergency or urgent public necessity in the notice or supplemental notice.
- 4) A person who is designated or authorized to post notice of a meeting by a governmental body shall post the notice stating the governmental body's reason for the emergency or urgent public necessity.
- 5) The sudden relocation of a larger number of residents from the area of a declared disaster to a governmental body's jurisdiction is considered a reasonably unforeseen situation for a reasonable period immediately following the relocation. Notice of an emergency meeting or supplemental notice of an emergency item added to the agenda of a meeting to address a situation described by this subsection must be given to the members of the news media as provided by Section 551.047 not later than one hour before the meeting.

The public notice of an emergency meeting must be posted at least one hour before the meeting is scheduled to begin. A government body may decide to consider an emergency item during a previously scheduled meeting instead of calling a new emergency meeting. The governmental body must post notice of the subject added as an item to the agenda at least one hour before the meeting begins.

In addition to posting the public notice of an emergency meeting or supplementing a notice with an emergency item, the governmental body must give special notice of the emergency meeting or emergency item to the news media who have previously (1) filed a request with the governmental body, and (2) agreed to reimburse the governmental body for providing the special notice. The notice to members of the news media is to be given by telephone, facsimile transmission or electronic mail.

Because Section 551.045 provides for a one-hour notice only for emergency meetings or for adding emergency items to the agenda, a governmental body adding a nonemergency items to its meeting agenda must satisfy the general notice period of Section 551.043 or Section 551.044, as applicable, regarding the subject of that item.

The public notice of an emergency meeting or emergency item must “clearly identify” the emergency or urgent public necessity for calling the meeting or for adding the item to the agenda of a previously scheduled meeting. The Act defines “emergency for purposes of emergency meetings and emergency items.

A governmental body’s determination that an emergency exists is subject to judicial review. The existence of an emergency depends on the facts in a given case.

e) Public Comments

The City Council encourages and solicits public input on all matters both in and out of City Council meetings. Members of the public wishing to make general announcements, address a topic that is not included on the agenda, or address specific agenda items must do so under the “Public Comments” agenda item at the beginning of the meeting

At each regular meeting, the Council will set aside time at the beginning of a meeting to afford the public an opportunity to speak to the City Council regarding matters of concern or interest to the public regarding City affairs. This time may be extended, or additional time may be permitted for public comment at other points during the meeting. Members of the public wishing to address the city council speak in-person or by telephone must fill out the required sign-in form. The required sign-in form will be provided at the meeting location and online. Sign-in forms provided at the meeting location must be turned in to the City Secretary prior to the meeting being convened and online forms must be completed at least fifteen (15) minutes before the meeting.

Public comment about non-agenda items. Members of the public signing up to speak about non-agenda items shall, when recognized by the presiding officer, have three (3)

minutes to speak regarding non-agenda items. Comments on non-agenda items shall not be used by citizens as an additional comment period for agenda items. The presiding officer shall not be obligated to recognize a speaker for a second comment regarding non-agenda items.

Public comment about agenda items. Members of the public signing up to speak about agenda items shall, when recognized by the presiding officer, have three (3) minutes to speak regarding agenda items, regardless of the number of agenda items. Each member of the public who desires to address the City Council regarding an item on an agenda item shall have the option to address the council at the beginning of the meeting or during the City Council's consideration of the item. Speakers may express their opinions or viewpoints on an issue but are not permitted to participate in the debate on an issue. The time limit for public comments about agenda items may be extended to answer questions from members of the City Council.

Members of the public wishing to read a letter from another member of the public will be allowed only three (3) minutes to read the letter and address their own comments.

Members of the public addressing the Council through a translator or needing additional time due to a disability shall be allowed six (6) minutes. The City Secretary is the designated timekeeper.

Any person, including persons in the audience, who acts in an inappropriate or disruptive manner may be asked to leave the City Council chambers or may be removed as allowed by law

No placards, banners, or signs will be permitted in the city council chamber or in any other room in which the city council is meeting. Exhibits, displays, and visual aids used in connection with presentations to the city council are permitted.

Once public comment has been received, the City Council may proceed to other business.

The audience and the viewers are reminded that the comments of the speakers reflect the speaker's positions or opinions.

Council member's responses to any comment made by a speaker during public comment are restricted by law. The Council and its members are prohibited from discussing or acting upon any matter that was not listed under the action item portion of the agenda and not included on the posted notice, other than to provide statements of fact or to request that an item be put on a future agenda for discussion and/or possible action. A lack of a response from Council members does not indicate agreement or approval of the comments.

However, the City Manager, City Attorney and City staff are not prohibited by law or City policy from responding as is deemed appropriate to comments made in the public comment portion of this meeting.

The Mayor or person chairing the City Council meeting may read this policy prior to the commencement of the Public Comments portion of the meeting.

f) City Council Comments

City Council Comments shall be limited to items of community interest as defined by TOMA and requests to place subjects on the agenda for a future meeting. The City Council may not prohibit public criticism of the governmental body, including criticism of any act, omission, policy, procedure, program, or service. This subsection does not apply to public criticism that is otherwise prohibited by law.

g) Public Hearings

The staff member that is responsible for the public hearing will make a brief presentation on the item and the Mayor will open the hearing for public comment. Individuals may sign up to speak, by completing a public comment card and submitting to the City Secretary . Each speaker will have three minutes to speak. The Mayor will close the public hearing when public comment has concluded.

h) Video and Streaming of Meetings

City Council meetings held at 500 West Live Oak St., except for some work sessions and those meetings or portions of meetings conducted in Executive Session, are web streamed live, made available on the local CommunityAccess Channel and archived on the City's website. Videos and audio are archived on theCity's website for up to five years for the sole purpose of being able to rebroadcast the meetings on the Community Access Channel and the web. Both forms of broadcasted meetings are for the convenient viewing by Hutto citizens, and are not the permanent record of City Council proceedings.

i) Proclamations

The Mayor issues proclamations as a way to give special recognition by the City to an individual, event, issue, etc. All requests for proclamations must go through the City Secretary's Office and be approved by the Mayor. Proclamations may be presented at a City Council meeting (or other meetings as approved by the Mayor) or prepared and mailed to the requester. If it is to be presented at a City Council meeting, there must be arepresentative at the meeting to receive the document or arrangements made to provide the proclamation to the representative.

j) Executive Session

Where possible, documents to be discussed in Executive Session will be made available to City Council members before the meeting at which the Executive Session is held.

Executive Sessions will be audio recorded as allowed by the TOMA.

k) Texas Open Meetings Act

Every meeting of the City Council and Boards, Commissions, Committee, EDC, LGC, or TIRZ must be conducted in accordance with Chapter 551 of the Government Code, commonly referred to as the Texas Open Meetings Act (“TOMA”). City Task Forces are exempt from this requirement. The Act is based on the notion that public officials should discuss and vote on public business under public scrutiny, so that the public will have the opportunity to know what their public officials are doing. The Act contains criminal penalties for violations. To help educate government officials on the Act requirements, each elected or appointed member of a governing body must take at least one hour of training in the TOMA. The training must be completed no later than 90 days after the member takes the oath of office or assumes the responsibilities of the office.

The Attorney General’s Office allows the requirement to be met in at least two ways:

- 1) A video is available to view online on the Attorney General’s webpage concerning open government.
- 2) Certification of other entities such as the Texas Municipal League, to provide the training.

The training needs to be conducted in coordination with the City Secretary who is responsible for certifying that all elected and appointed officials are in compliance with the requirements under TOMA.

l) Format of Meetings

The City Council, City Boards, Commissions, Committee, EDC, LGC, TIRZ or Task Force will follow Robert’s Rules of Order in conducting public meetings. The presiding officer will use the following guidelines when addressing each agenda item.

- 1) Announce the item. The presiding officer should clearly announce the item number and read the entire item as listed on the agenda.
- 2) Receive a Report. The staff or Council Member who was responsible for adding the item to the agenda should provide background information or a report so the governmental body has a clear understanding of the item.
- 3) Receive Citizen Input. If any citizens have signed-up to speak on the item, they should be given an opportunity to speak. They may speak either before or after the staff report is given.
- 4) Allow Discussion. The presiding officer invites members of the Council, Board, Commission, Committee, EDC, LGC, or TIRZ to discuss the item or ask any questions of staff. Each Member will speak in turn until all members of the governing body have had a chance to speak, unless otherwise allowed-for under Robert’s Rules of Order. The presiding officer will rotate which member speaks first from item to item.
- 5) Make Motions. Once all members have had an opportunity to speak, the presiding

officer will accept any motions and allow for discussions on the motion, following the same procedure as above. The presiding officer will repeat the motion (with any amendments) and call for a vote.

- 6) Voting. The vote will be recorded by the City Secretary and will be announced by the presiding officer.
- 7) The City Attorney (or another person designated by the City Council) shall serve as parliamentarian for City Council meetings and shall ensure Robert's Rules of Order are followed.

m) Use of Digital Media During the Meeting

The City Council is prohibited from using text messages, e-mail, social media posts or other means of electronic messaging during a public meeting except in cases where they are being notified of something of a personal nature, or are being forwarded information by city staff regarding an item under consideration. The use of such messaging could constitute a violation of the TOMA.

n) Violations of Protocols

Any Council Member may be disciplined for violation of this Protocol Policy, or if a Council Member acts in a manner that causes embarrassment or disgrace to the City of Hutto.

For discipline to be considered, an item shall be placed on a City Council agenda by at least two members of City Council for discussion in Executive Session unless the Council Member requests the item to be heard in Open Session.

Such action may only take place after an Executive Session is held to discuss the offense. The offending member shall be present at the Executive Session to answer any questions asked by members of the City Council or make other statements as he or she may desire. If the offending member refuses to attend the Executive Session, the remaining members of the City Council may proceed in their absence, unless the Council Member requests the item to be heard in Open Session.

After discussion in executive session, the City Council may choose to discipline the offending member as follows, and if required by law, shall be made publicly in open session in accordance with TOMA:

- 1) No Action. The City Council chooses to take no action.
- 2) Private Censure. The City Council may choose to, leave their comments to the offending member left in the confines of Executive Session.
- 3) Assignments. Temporary removal from Committee or Liaison assignments for a specified period of time by supermajority vote.
- 4) Public Censure. The City Council may choose to publicly censure the offending member through a resolution passed by a supermajority vote and entered into the public record.

3 Financial Matters

a) Budget

The budget is the City's financial plan that presents the services to be provided to the community over the coming year and the funds necessary to perform these services. Hutto operates under a fiscal year that begins on October 1 and ends September 30. In early spring, staff begins the process of estimating anticipated revenues, identifying and evaluating potential expenditures and preparing a recommended budget. Special budget workshops will be scheduled with the Council throughout the summer, as needed, for the City Manager to present the recommended budget on or before August 15 of each fiscal year. Public hearings are typically held on the budget in August, with the Council considering the budget at a September Council meeting. For more information, please reference the City of Hutto Fiscal and Budgetary Policy.

b) Training and Education

There are training opportunities for council members offered by various organizations such as the Texas Municipal League and the National League of Cities. During the budget process, City Council Members are asked to submit a training plan for the upcoming year. The City Manager's Office will assist any council member with registration, travel arrangements and forms that are required by the Finance Department.

c) Travel and Reimbursement

City Council members shall follow the City's Travel and Reimbursement Policy that is outlined in the City of Hutto Employee Manual.

d) Council Campaign Disclosures

Generally, candidates and officeholders are required to file reports of contributions and expenditures by January 15 and July 15 of each year. The reports filed on these dates are known as semiannual reports. These reports must be filed even if there is no activity to report for the period covered. (<https://www.ethics.state.tx.us/data/forms/coh/coh.pdf>).

An "Appointment of a Campaign Treasurer by a Candidate Form" (Form CTA) must be filed with City Secretary before accepting contributions or making expenditures (<https://www.ethics.state.tx.us/data/forms/coh/cta.pdf>). It is recommended that this form be filed at the time the candidate application is filed. A candidate that does not intend to accept more than \$940 (or other amount designated by the Texas Ethics Commission) in political contributions or make more than \$940 (or other amount designated by the Texas Ethics Commission) in political expenditures should sign page

2 of the form declaring “Modified Reporting” thereby eliminating the election reporting requirements, January 15 and July 15.

More information regarding campaign financial disclosures can be found at www.ethics.state.tx.us/resources/cf/

4 Ethics

a) Conflicts of Interest

- 1) No city official or appointee shall intentionally or knowingly disclose any confidential information gained by reason of said official’s or appointee’s position concerning the property, operations, policies or affairs of the city, or use such confidential information for the pecuniary gain of said official or appointee, or others.
- 2) No city official or appointee shall intentionally or knowingly use one’s official position or city-owned facilities, equipment, or supplies for the pecuniary gain or advantage of said official or appointee, or use city-owned vehicles, printing facilities, postage facilities or long-distance telephone service for personal reasons, for pecuniary gain or advantage, or in any political campaign.
- 3) Except as otherwise specifically authorized by ordinance, no city official or appointee shall intentionally or knowingly appear before the body of which the official is a member while representing himself, or any other person, group, association, interest, or business entity.
- 4) No city official or appointee shall intentionally or knowingly represent directly or indirectly any private person, group, or interest other than himself or a family member before any department, agency, commission or board of the city for economic benefit or pecuniary gain.
- 5) No city official or appointee shall vote on or participate in any decision-making process if the official or appointee has a direct financial interest in the outcome of the matter under consideration. No city official or appointee shall vote on or participate in any decision-making process on any matter concerning real property or a business entity if the city official or appointee has a substantial interest in the business entity or real property.
- 6) None of the foregoing shall be construed to prohibit any city official or appointee from representing his interest in his owner-occupied homestead before the council, board, commission or any department except for the body of which the official or appointee is a member.

- 7) In any action or proceeding in the municipal court of the city which was instituted by a city official or appointee in the course of official duties, no city official shall knowingly represent anyone other than himself or a family member. If a Council member elects to have a trial in municipal court, the city council, without the participation of the affected Council member, shall appoint a special judge to preside over the trial.
- 8) No city official or appointee shall act as a surety for any person or business entity that has any contract with the city, or on any bond required by the city for any city official or appointee.

b) Disclosure of Interest

- 1) If any city official or appointee has a substantial interest in any real property or business entity involved in any decision pending before the body of which the city official or appointee is a member, the city official or appointee shall not vote or otherwise participate in the consideration of the matter.
- 2) In the case of a city official or appointee, the city official or appointee shall publicly disclose, verbally or in writing, the nature and extent of such interest to the body on which the city official or appointee serves prior to any discussion or determination of the matter to be considered or immediately upon discovery of the conflict of interest. The statement of disclosure shall be included in the official minutes of the body.

c) Financial Disclosure

- 1) No later than April 30th of each year, each city official shall file a sworn financial disclosure statement with the City Secretary reflecting the financial situation of the city official as of December 31st of the previous year. Notwithstanding any other term or provision of these Council protocols, as used in this section:
 - a. The term “family member” shall include only the city official and the spouse and the minor children of the city official.
 - b. The term “substantial interest” shall include only the interests of the city official and the spouse and minor children of the city official.
- 2) A newly appointed city official shall file a sworn financial disclosure statement with the City Secretary within thirty (30) days from the date the position with the city is assumed. Said statement shall reflect the financial situation as of date of employment or appointment and for the previous twelve (12) months.
- 3) Each person required to file a financial disclosure statement shall do so on the PFS-LOCAL form designated by the Texas Ethics Commission, supplied by the City Secretary.
- 4) The City Secretary shall maintain all financial disclosure statements required to be

filed herein as public records and retain them for the period required by the Texas State Library and Archives Commission retention schedule GR1050-33, after which statements shall be destroyed.

d) Gifts

No city official or appointee shall intentionally or knowingly solicit or accept any contribution, gift, or economic benefit with actual or constructive knowledge that same is:

- 1) Offered or given with intent to influence the judgment or discretion of such official; or
- 2) Given in consideration of the favorable exercise of such official's judgment or discretion in the past.

5 Communications

a) Correspondence To/From Council

The City Secretary receives and processes the City Council's incoming mail. All mail to the mayor and council members is reviewed and placed in the mailboxes located in the Council Executive Conference Room. All invitations are scanned and sent to the council members via email for action and the City Secretary will take care of confirming the members' attendance at an event and, if necessary, schedule the event on their calendar and post a potential quorum notice, in accordance with the TOMA.

All mail to the Mayor is opened and reviewed as to priority for response, copies needed for city staff and/or city council, notation of upcoming events, etc. All important letters addressed to the Mayor are copied to the Mayor and an original is kept in the official files in the City Secretary Office.

All needed responses to letters are coordinated between the Mayor, City Manager, and City Secretary.

b) Media Relations

The media frequently contacts council members for information and quotes. The Mayor is the designated representative of the Council to present and speak on the official city position. If the media contacts an individual council member, the council member should be clear about whether their comments represent the official City position or a personal viewpoint.

Below are three things to remember when dealing with the press.

- 1) Never go "off the record"
- 2) Choose words carefully and cautiously

3) Remember the media lives by tight deadlines

All official city statements that will be sent out as a press release will go through the City Manager's Office for distribution. The Public Information Officer maintains up-to-date

contact information for all local media outlets. In order to ensure that all media outlets are treated fairly, all news releases should be submitted to the Public Information Officer for review and distribution.

c) Social Media

Individuals are encouraged to positively promote the City and share information on their own social media websites. However, council members along with board, commission, Committee, EDC, LGC, TIRZ or Task Force members should exercise caution when commenting or responding to other posts. Only factual information should be provided to city related topics as personal views may not reflect that of the entire Council, board or City. In addition, unless authorized by state law, you should carefully check to ensure that no other council members or board or commission members have responded on the same discussion thread to avoid a possible violation of the TOMA.

In general, responses should be referred to and handled by the City's Public Information Officer ("PIO"). In certain circumstances, the City Manager, PIO, and/or Mayor may determine that it is appropriate for someone else to respond directly.

d) Public Information Act

Texas Government Code, Chapter 552, known as the Texas Public Information Act, requires that most City records, including those in the possession of council members, be open to the public for inspection.

"Public Records" are broadly defined under the act to include "the portion of all documents, writings, letters, memoranda, or other written materials which contain public information." "Public information" includes "all information collected, assembled, or maintained by or for governmental bodies pursuant to law or ordinance or in connection with the transaction of official business."

Certain information is specifically excluded from the requirements of the Texas Public Information Act. While the list of exempt materials is too long to recite here, it includes such items as working papers being used to draft ordinances or resolutions, certain personnel records, information that would, if released, give an advantage to bidders, documents protected because of attorney-client relationships, and documents related to pending or ongoing litigation.

Despite the narrow exemptions established in the law, its effect is to require that most of the written material used or produced by council members be made available upon

request, to the news media and other members of the public. If it is felt that certain records are exempt from the requirements of the law, and there has been no previous determination that particular types of records are exempt, the City Secretary's Office will request an opinion from the Attorney General's Office, within the deadlines provided by the Texas Public Information Act.

If an Attorney General's opinion is requested, and the opinion subsequently holds that the information is public, and the City official has not released it, Section 552.324(b), Gov't Code, requires that a suit by a governmental body be brought no later than the 30th calendar day after the governmental body receives the decision it seeks to challenge. The City shall not appeal an Attorney General ruling without first receiving consent of the City Council.

The City of Hutto has designated the City Manager as the PIO in regard to the Public Information Act. Therefore, all requests made under the Public Information Act shall be directed to the City Manager.

Requests by Councilmembers in their official capacity

An official of the City who, in an official capacity, requests information held by the City does not act as a member of the public in doing so. Thus, the exceptions requiring public disclosure under the Act do not control the right of access of an official of the City to information maintained by the City. Accordingly, information may be released to City officials requesting the information in their official capacity in compliance with the following policy:

- 1) Requests for information from a city official must be submitted to the City Secretary and the City Manager in writing.
- 2) The City Secretary shall promptly provide notice of the request to the remaining members of the Council.
- 3) As soon as possible, but no later than ten (10) business days from the receipt of the request, the City Secretary will respond to the request from the city official with either copies of the requested information, notice that the information is available for inspection, or notice that the request will be added to the next council agenda for consideration and direction.
- 4) Information provided in response to a request by a member of the Council will be made available to all members of the Council, unless they waive their right to receive the specific material.
- 5) Members of the Council will not be charged for information sought in their official capacity.
- 6) Information that is protected by confidentiality laws and/or common law privacy laws that has no relationship to the transaction of official business, such as individuals' dates of birth, social security numbers and personal financial information, will be redacted prior to release.
- 7) The City Secretary will mark all information provided in response to a request from a member of the Council as "Confidential – For Official Eyes Only."

For more information regarding the Public Information Act, please refer to the City of Hutto Public Information Policy – Ordinance No. 2020-022.

e) Communication with City Staff

The City Council or its members shall deal with City officers and City employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the City Council nor its members shall give orders to any such officer or employee, either publicly or privately, except as otherwise provided in this Charter.

1) Information requests

A) The Mayor and Council Members may request information from City staff, especially while following-up to Council's directives and concerns expressed by constituents, so long as such inquiries are not attempts to "deal with" or to "give orders" to City staff and, therefore, are consistent with the Charter.

1) These requests may relate to securing information or determining the status of work assigned in response to Council directives.

2) Such requests shall not be considered "management directives," but, simply, legitimate information requests allowed by the Charter.

3) City staff members shall inform the City Manager of any such contacts.

4) If the City Manager or City staff members have questions about the propriety of providing information requested, they shall direct their concerns to the Mayor and Council for their decision, rather than decline to provide it.

2) Communication with City Staff

A) The City Manager shall assist the Mayor and Council Members in developing and implementing methods for facilitating communication and interaction with City staff members, especially department directors.

1) This may include scheduling presentations by department directors and their staffs to the Mayor and Council.

2) Such presentations shall be duly posted and may be scheduled before regular Council business meetings.

3) Department presentations may be combined with staff reports, constituent requests, and queries about the status of projects and responses to Council directives.

B. The Mayor and Council Members may interact freely and communicate with City staff members at town hall meetings, budget hearings, workshops, and committee meetings.

C. City staff members shall make every effort to facilitate cooperative efforts with the Mayor and Council Members to meet the needs of constituents.

6 General Policies and Documents

a) Technology and Equipment Use & Electronic Communications and Systems Access Use

City-issued Smart Phones

The City implemented electronic distribution of agendas, reports, budget documents, etc. In order to access and use such documents, a City-issued electronic smart phone will be provided for each Council member. City-issued electronic smartphones are for official City business only; personal use is prohibited.

The City does not pay for any accessories for any of the smart phones, such as cases, styluses, screen covers, personal applications, etc.

When Council members complete their term of office, all City-issued equipment shall be returned to the City Manager.

E-mail account

Each Council member is assigned an individual City e-mail address with the huttotx.gov domain. E-mails to the entire Council can be sent to citycouncil@huttotx.gov. The City's e-mail system shall be used for the communication and exchange of information related to City business. City e-mail may not be used for personal or political purposes.

Council members can access their e-mail from their computer, phone, iPad, etc. through a web-based client; IT staff will assist with the set-up.

There should be no expectation of privacy when using City e-mail.

Please note, Council members are subject to the City's Technology and Equipment Use Policy..

b) Political Activity

Council members have the right to endorse candidates for all Council seats or other elected offices. However, to mention endorsements during Council meetings or at other official city meetings may violate Texas election laws

c) City Charter

The City of Hutto Charter is a written document that establishes the basic governmental structure, form of government, corporate boundaries, and municipal powers. In this respect, it is similar to a state or national constitution. As such, amendments to the City charter require an election and approval of the citizens of Hutto. The copy of the charter can be retrieved at www.huttotx.gov or in the City Secretary's Office.

d) Code of Ordinances

The City Code of Ordinances is the compilation of local laws that have been adopted and codified by the City Council. The City Code covers a wide range of areas, including taxes, court, environmental regulations, alcoholic beverages, business regulations, etc. Amendments to the City Code must be adopted by the Council. A copy of the code of ordinances can be found at www.huttotx.gov or in the City Secretary's Office.

e) Council Liaison Duties

The City Council may choose to designate a City Council member or Mayor as a liaison between the Council and a Board, Commission or Task Force. Appointments are made by vote of the Council.

Council Liaison duties and expectations for the board, commission or task force to which they are assigned:

- a. Liaisons should attend the meetings of the board, commission or task force whenever possible, but have no voting authority. Interactions should be limited to an advisory role.
- b. Liaisons are encouraged to become subject matter experts in the area to which they are assigned, becoming a resource to the other members of Council.
- c. The Liaison may also meet with the chair as well as the staff members assigned to support the board, commission or task force. These meetings should focus on helping to coordinate the work, get items on City Council agendas, or otherwise be their advocate to the rest of Council.
- d. Liaisons should take the opportunity at the beginning of each City Council meeting to report on activities of their assigned board, commission or task force that would be beneficial for the other members of Council to know about.

AGENDA ITEM REPORT

11.1.



To: City Council

Subject: Hold a public hearing and consider action for the proposed Future Land Use Map revision request for the property known as the Ironwood Tract, 117.64 acres, more or less, of land, located off of Highway 79, from Commercial and High Density Residential to Light Industrial/Business Park. (First Reading) (Ashley Lumpkin)

Meeting: Thursday, May 19, 2022

Department: Development Services /

Staff Contact:

BACKGROUND INFORMATION:

This property is currently in the Extra Territorial Jurisdiction (ETJ). A non-annexation development agreement was executed on the property on March 22, 2012. The agreement is for no development outside of agricultural uses. At such time development is desired the City shall annex and zone the property to the land use designation as shown on the most recent amendment to the City's Growth Guidance Plan.

The applicants have requested annexation on the property to allow for development. The annexation triggers the FLUM revision and zoning recommendation prior to City Council hearing the annexation request. The applicant is requesting the Future Land Use map revision to allow for the re-zoning of the property in question to Light industrial.

The 117 acres in question is currently classified as Commercial and High Density Residential. The property is bounded by Innovation Boulevard, Highway 79 and Alliance Boulevard.

The proposed development will not have direct vehicular access to US 79. Vehicular access will be taken from Innovation Boulevard and Alliance Boulevard. Innovation Boulevard is identified as a major collector by the Mobility Master Plan. Alliance Boulevard is identified as a local street. Alliance Blvd will need to be widened to meet the minor collector status (83' ROW and 3 lanes) to accommodate additional traffic. The TIA will determine the developments portion of roadway improvements required at the platting stage.

The Mobility Master Plan also shows a minor collector cutting through the property west-west. This specific alignment and ROW will also be required at the platting stage.

This site is encumbered with floodplain. The developer will be required to perform a floodplain analysis to show no rise/no adverse impact due to the development. The developer will also be

AGENDA ITEM REPORT

11.1.



required to perform a detailed drainage analysis that will need to address impacts to not only downstream properties, but also include those adjacent to it.

SUMMARY OF REQUEST:

The applicant's wish to rezone the property to Light Industrial to allow for future Business Park and Light Industrial development. Zoning map amendment requests must be consistent with the comprehensive plan and any community, neighborhood and other applicable land use and development plans.

If the zoning request does not conform to the comprehensive plan a Future Land Use Map revision is required prior to applying for the rezoning.

A future land use map amendment is required to consider a request to change the future land use designation of a parcel. Future land use map amendments are evaluated using all the following criteria:

- The proposed future land use is consistent with, and will not conflict with the goals of community, neighborhood and other applicable land use and development plans.
- The proposed future land use will not conflict with proposed, permitted or existing land uses in the future land use map or zoning map.
- There is enough physical and social infrastructure to serve the proposed future land use.
- The site and its conditions are suited for and appropriate to the proposed future land use.
- The proposed future land use does not threaten the public health, safety, and welfare.
- The proposed future land use does not create a public nuisance, or have an adverse impact on surrounding properties or the natural environment.
- The proposed future land use does not threaten scenic, natural or historic resources.
- The proposed future land use addresses a community need.
- The proposed future land use corrects a clerical or administrative error on the future land use map.
- The proposed future land use results in a logical and orderly development pattern.
- The proposed future land use is not merely intended to confer a benefit to the property owner.

The Planning and Zoning Commission and/or City Council may impose conditions on a future land use map amendment.

STAFF REVIEW:

Future land use map amendments are evaluated using all the following criteria:

- The proposed future land use is consistent with, and will not conflict with the goals of community, neighborhood and other applicable land use and development plans. **Staff finds**

AGENDA ITEM REPORT

11.1.



that this proposal is consistent with the goals of the community and Comprehensive Plan Update process.

- The proposed future land use will not conflict with proposed, permitted or existing land uses in the future land use map or zoning map. **The proposed land use change does not have the potential to negatively impact adjacent land uses. However, there is a small portion of residential (Emory Farms) to the northeast for which buffer yards and screening will be required at the Site Development Plan phase.**
- There is enough physical and social infrastructure to serve the proposed future land use. **The applicants have agreed to a Municipal Service Plan that does not guarantee City water or wastewater services at this time. The SER is still in review.**
- The site and its conditions are suited for and appropriate to the proposed future land use. **Yes**
- The proposed future land use does not threaten the public health, safety, and welfare. **NA**
- The proposed future land use does not create a public nuisance, or have an adverse impact on surrounding properties or the natural environment. **The floodplain in this area will be treated per the UDC requirements. The development may provide opportunity to correct drainage issues on the adjacent site.**
- The proposed future land use does not threaten scenic, natural or historic resources. **There are no identified scenic, natural or historic resources that would be threatened by development of this site.**
- The proposed future land use addresses a community need. **This land use change does address a community need for jobs and daytime population.**
- The proposed future land use corrects a clerical or administrative error on the future land use map. **Does not apply**
- The proposed future land use results in a logical and orderly development pattern. **The land to the north of the site is sight is industrial as well. The Highway access has limited commercial development in the past dues to access issues.**
- The proposed future land use is not merely intended to confer a benefit to the property owner. **NA**
- The site is a legal building lot. **This site can be subdivided into legal lots.**

Based on the above findings, staff recommends approval of the Proposed Future Land Use Amendment.

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

AGENDA ITEM REPORT

11.1.



FUTURE LAND USE MAP AMENDMENT REQUEST

About Future Land Use Map Amendments

The 2040 Comprehensive Plan Future Land Use Map (FLUM), was revised and adopted by the City Council in May 2017. The Comprehensive Plan is a general guide for Hutto’s growth and development and including policy statements and objectives for the future. Each FLUM Amendment Request will be evaluated by both Planning and Zoning Commission and the City Council on its own merits. It is the responsibility of the property owner or applicant to provide evidence that the proposed FLUM amendment supports community goals and objectives as set forth within the 2040 Comprehensive Plan.

The adopted Unified Development Code provides that amendments to the FLUM should be reviewed for a minimum of twelve criteria, including an analysis of immediate infrastructure needs, as well as consideration for long-term effects of any proposed amendment. Hutto’s City Council will consider each proposed FLUM Amendment Request carefully to determine whether it is consistent with the Comprehensive Plan's goals and policies, and whether it will be beneficial for Hutto’s long-term economic health and in compliance with best practices in land use. After acceptance of a FLUM Amendment Request by the City Council, the applicant may proceed through the zoning process.

Incomplete submittals will not be accepted for review

FEES □ All required fees should be verified prior to submission. Payment may be provided by cash, check made payable to: City of Hutto, or via MyGovernmentOnline. WCESD #3 fees are separate and must be verified and paid directly to the ESD. www.huttofirerescue.org

Development Assessment Fee		\$1,125
Technology Fee		included with application fee
Total Fee		\$1,125

FOR DEPARTMENT USE ONLY:

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

FUTURE LAND USE MAP AMENDMENT REQUEST

Hutto Crossing

Project Name: _____

Proposed Amendment: From: Commercial & High-density Residential To: Industrial/ Business Park

Project Location/Address: Near the NE corner of SH 130 and HWY 79

Project Legal Description: See attached deeds

- 1) Proof of property ownership. Copy of deed or other documentation establishing ownership by an individual or entity. If owned by an entity, including a partnership, documentation that the person signing the Owner's Acknowledgment has the authority to do so.
- 2) An aerial map clearly depicting the subject property and surrounding properties; the same or additional map should identify the property's current FLUM designation and the designation of surrounding properties. The map should incorporate the Mobility Master Plan roadways and any identified pedestrian connections and/or trail systems.
- 3) Letter of Request. A Letter of Request from the owner/applicant outlining the justification for the proposed FLUM amendment. The Letter shall include:
 - a) Project justification based on the twelve criteria found in 10.203.12.3 of Hutto's Unified Development Code, as amended, as well as the following points:
 - i) How the proposed change will enhance the site and the surrounding area;
 - ii) Will the proposed amendment benefit the City as a whole? Will the proposed amendment enhance economic development within the City?
 - iii) Whether the necessary infrastructure is already in place or how this will be provided and the funding request (cost share with the city, special district creation, etc.);
 - iv) How the proposed change reflects the vision and goals as identified in the 2040 Comprehensive Plan;
 - v) How the subject property is compliant with surrounding land uses and zoning;
 - vi) How the proposed land use impacts adjacent areas – whether the proposed land use impacts existing areas and the uses shown on the Future Land Use Map;
 - vii) Whether uses adjacent to the proposed land use are similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility. If adjacent uses are dissimilar, how compatibility will be addressed;
 - viii) How the proposed land use is a better benefit to the public health, safety and welfare of the community than the current designation of future land use; and
 - ix) How the proposed land use contributes to the City's long-term economic well-being. Provide an updated mix of the land use breakdown for the city with the request outlining which development sector of the city will have the increase (commercial, business park/employment, industrial, or residential).
- 4) Statement of Relevant Goals and Objectives. This Statement from the applicant identifies which goals and objectives of the 2040 Comprehensive Plan are supported by the proposed land use change, and how they are supported or strengthened by the proposal.
- 5) Proposed Land Use and Development Information. This includes information on proposed land uses, building intensity, building height, building area, density, number of non-residential or residential dwelling units, parkland etc.
- 6) Identification of unique characteristics of the area that supports the proposed land use and any additional maps or other information from the applicant to support the proposed Amendment.
- 7) Completed Owner's Acknowledgement and Master Application.



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: Hutto Crossing APPLICATION TYPE Zoning

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

Name: Amanda Brown
Company Name: Kimley-Horn
Address: 10814 Jolleyville Rd., Austin, TX 78759
Phone: 214-695-9219 Email: amanda.brown@kimley-horn.com

PROPERTY INFORMATION

Address: HWY 79, Hutto, Tx 78634
Legal Description: Lot(s) Block Subdivision See attached survey
Deed Reference: Volume Page(s) or Document No. 2021149108
City Limits or ETJ: ETJ Current Zoning District: N/A- ETJ

PROPERTY OWNER INFORMATION

Name: Edward Butler
Company Name: 325 Alliance, LTD
Address: 10095 US Highway 290 East, Manor, Texas 78653
Phone: 737-207-8578 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: [Signature] Edward Butler
Property Owner Printed Name

3-2-22
Date

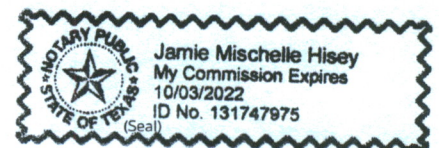
THE STATE OF TEXAS

COUNTY OF Travis

Before me, the undersigned authority, on this day personally appeared Edward S Butler, 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 2nd day of March, 2022 A.D.

Notary Public Signature: [Signature] Notary Public Printed Name: Jamie Michelle Hisey



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

March 2020



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: Hutto Crossing APPLICATION TYPE Zoning & Annexation

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

Name: Amanda Brown
Company Name: Kimley-Horn
Address: 10814 Jolleyville Rd., Austin, TX 78759
Phone: 214-695-9219 Email: amanda.brown@kimley-horn.com

PROPERTY INFORMATION

Address: HWY 79, Hutto, Tx 78634
Legal Description: Lot(s) _____ Block _____ Subdivision See attached survey
Deed Reference: Volume 1120 Page(s) 634-637 Document No. _____
City Limits or ETJ: ETJ Current Zoning District: N/A- ETJ

PROPERTY OWNER INFORMATION

Name: James Chang
Company Name: Alpha 79 Investment Association
Address: 4114 Hycrest Dr., Austin, TX 78759
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.

[Signature]
Property Owner Signature

James Chang
Property Owner Printed Name

2/28/2022
Date

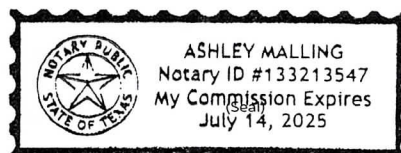
THE STATE OF TEXAS

COUNTY OF Travis

Before me, the undersigned authority, on this day personally appeared Shin Chang, 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 28 day of February, 2022 A.D.

Ashley Malling
Notary Public Signature

Ashley Malling
Notary Public Printed Name



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

March 2020

March 7, 2022

Ashley Lumpkin, Executive Director
City of Hutto
Planning and Development Department
500 W. Live Oak St.
Hutto, Texas 78634

Re: Application for Annexation, Zoning and Future Land Use Map (FLUM) Amendment;
117.64 acres located near the northeast corner of Toll Road SH130 and HWY 79; WCAD
parcels R020955, R620022 and R620023 (the "Property")

Dear Ms. Lumpkin,

As representatives of the owner of the above stated Property we respectfully submit the attached application for annexation, zoning and a FLUM amendment. The Property is located near the northeast corner of Toll Road SH 130 and HWY 79 (see Location Map attached). The Property is currently undeveloped, unzoned and is within the City of Hutto extra territorial jurisdiction (ETJ). The proposed zoning is Light Industrial (LI). The purpose of the rezoning is to allow for a business park and warehouse development.

The Property is currently in the City of Hutto ETJ. An application for annexation is submitted with the associate zoning. The Property is contiguous to the current city limits, is ½ mile or less in width and has zero residents living on the Property.

The Property is currently designated as Commercial and High-Density Residential in the FLUM. The proposed LI zoning is not compliant with the FLUM, therefore a FLUM amendment is being submitted concurrently with the zoning application. The City of Hutto Unified Development Code (UDC), Section 10.203.12.3 and the FLUM amendment application establishes criteria in reviewing a FLUM amendment. Please see Exhibit A for the criteria and how the proposed FLUM amendment comply.

Surrounding zoning and land uses are SF-1 with a industrial uses to the north and west, HWY 79 to the south, ETJ and SH 130 to the west, and SF-1 and PUD to the east across from Alliance BLVD. The Property in bifurcated by a floodplain which will be accounted for in the development of the site.

If you have any questions or comments please feel free to contact me at 737-471-0333.

Sincerely,



Amanda C. Brown

KIMLEY-HORN AND ASSOCIATES, INC.

Exhibit A

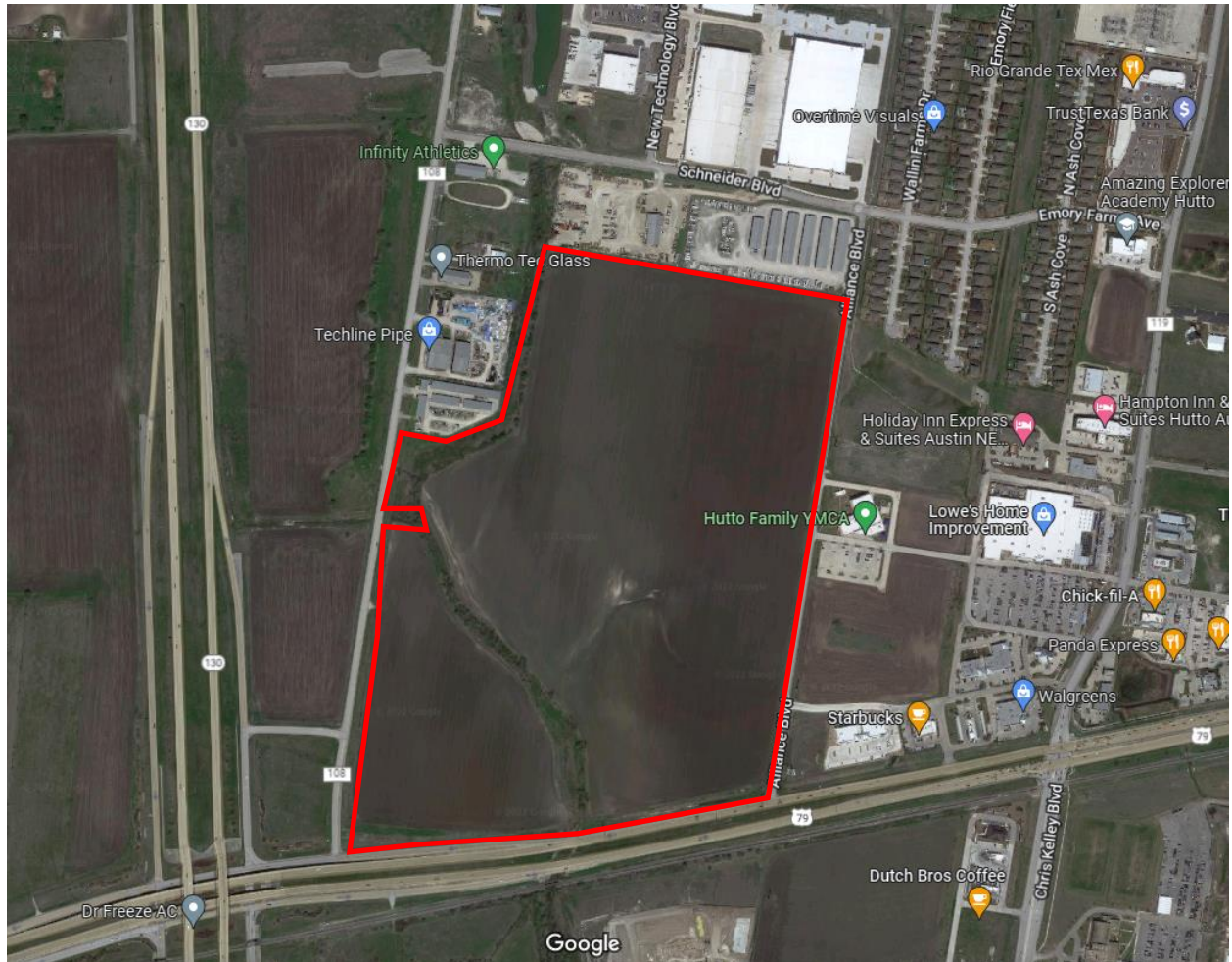
Section 10.203.12.3 FLUM Amendment Criteria

Criteria	Response
The proposed future land use is consistent with, and will not conflict with the goals of community, neighborhood and other applicable land use and development plans.	The proposed future land use is consistent with the existing surrounding uses, is an ideal size, and is an ideal use near the existing transportation network (SH 130 & HWY 79).
The proposed future land use will not conflict with proposed, permitted or existing land uses in the future land use map or zoning map.	The proposed future land use is consistent and compatible with the existing adjacent land uses to the north and west and existing transportation network (SH 130 & HWY 79).
There is enough physical and social infrastructure to serve the proposed future land use.	There is sufficient physical and social infrastructure as the Property is adjacent to SH 130 and HWY 79 which is an ideal for a successful business park and warehouse. Any required improvements to infrastructure will be made with the development of the site.
The site and its conditions are suited for and appropriate to the proposed future land use.	The site and its conditions are suited for and appropriate for the proposed future land use as the Property is large in size, is compatible with the adjacent land uses, and is adjacent to SH 130 and HWY 79 which is an ideal location for a successful business park and warehouse.
The proposed future land use does not threaten the public health, safety and welfare.	The proposed future land use does not threaten the public health, safety and welfare.
The proposed future land use does not create a public nuisance, or have an adverse impact on surrounding properties or the natural environment.	The business park and warehouse development will generate relatively low traffic, which will primarily use SH 130 and HWY 79, reducing any nuisance to adjacent properties. Additionally, there is a floodplain on the site and the project will comply with all requirements related to floodplain.
The proposed future land use does not threaten scenic, natural or historic resources.	The proposed future land use does not threaten scenic, natural or historic resources. The only aforementioned resource on the site is a floodplain, which the project will comply with all requirements related to development near a floodplain.
The proposed future land use addresses a community need.	The proposed future land use will address a community need by providing tax revenue to Hutto, employment opportunities and required traffic and infrastructure improvements.
The proposed future land use corrects a clerical or administrative error on the future land use map.	N/A
The proposed future land use results in a logical and orderly development pattern.	The proposed future land use results in a logical and orderly development pattern as the Property is consistent with existing surrounding land uses and is adjacent to two major thoroughfares which is necessary for a successful business park and warehouse facility.
The proposed future land use is not merely intended to confer a benefit to the property owner.	The Property was selected for this project because it is adequately sized, has similar adjacent uses and has good access to two major thoroughfares. The proposed future land use is logical for the benefit of the greater Hutto community.
The site is a legal building lot.	The project will legally plat the lot prior to development.

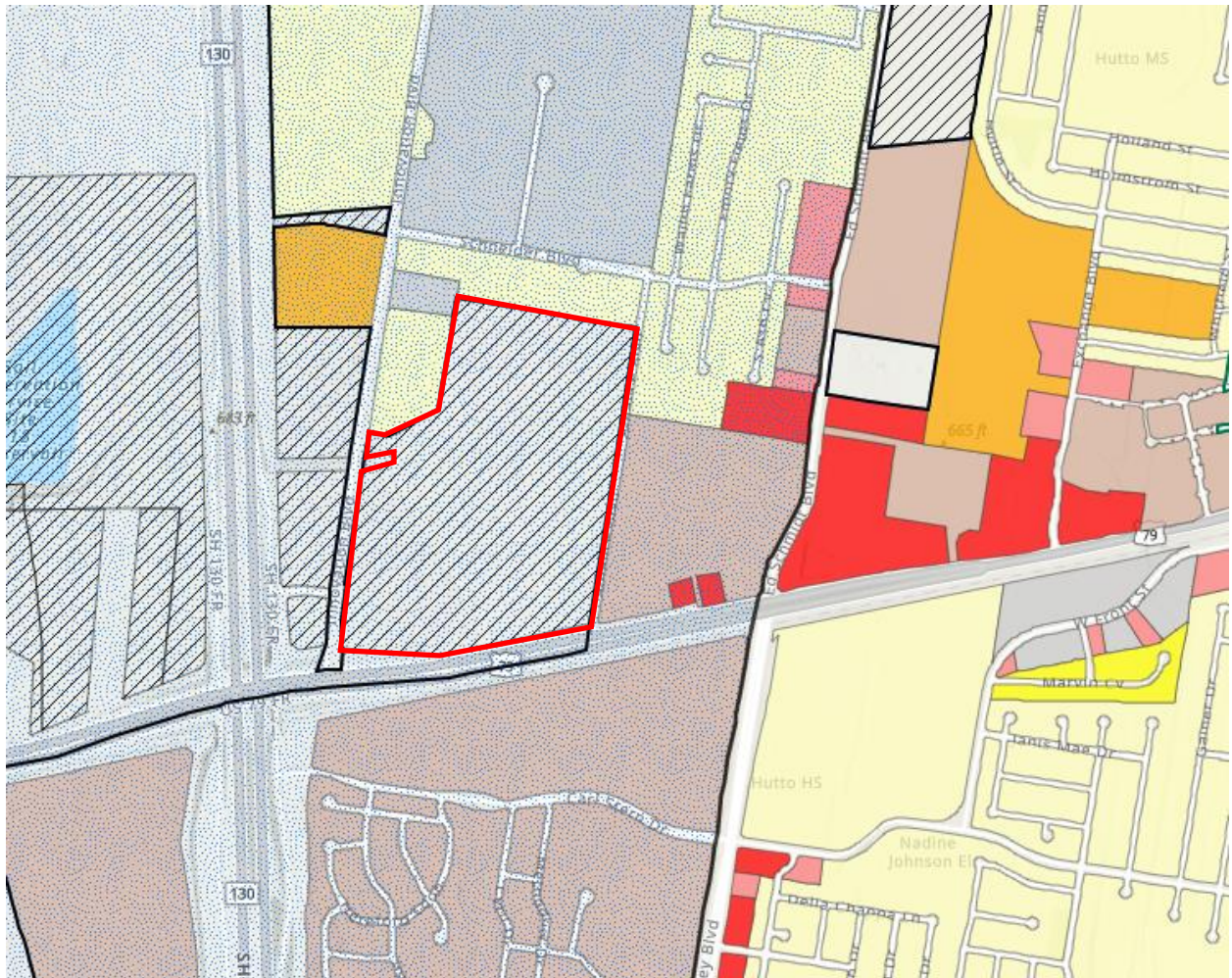
FLUM Amendment Application Criteria

Criteria	Response
How the proposed change will enhance the site and the surrounding area.	The proposed change will enhance the site and the surrounding area by allowing for a business park and warehouse facility which is compatible with the existing adjacent uses and the ideal access to major roadways (SH 130 & HWY 79).
Will the proposed amendment benefit the City as a whole? Will the proposed amendment enhance economic development within the City?	The proposed amendment will allow for a business park and warehouse facility which will generate taxes for Hutto through an initial capital improvement and sales tax. Additionally, the Property will be annexed into the City ensuring that tax revenue will go to the City of Hutto. The project will also provide employment opportunities for residents of Hutto to work where they live.
Whether the necessary infrastructure is already in place or how this will be provided and the funding request.	A Service Extension Request is in review and there are no funding requests at this time.
How the proposed change reflects the vision and goals as identified in the 2040 Comp Plan.	The project aligns with many of the visions and goals for the 2040 Comp Plan. Most impactfully, a business park and warehouse project will create economic opportunity and create an “open for business” culture by providing much needed business and warehouse space for businesses to occupy in an ideal location.
How the subject property is compliant with surrounding land uses and zoning.	The surrounding uses are major roadways to the west and south and industrial uses to the north and west. Therefore, this proposed change will be complimentary to the existing uses.
How the proposed land use impacts adjacent areas – whether the proposed land use impacts existing areas and the uses shown on the Future Land Use Map.	The proposed land use will generate very little traffic and will primarily use SH 130 and HWY 79 as access, avoiding the City center, therefore it is not expected that the adjacent land uses will be impacted.
Whether uses adjacent to the proposed land use are similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility. If adjacent uses are dissimilar, how compatibility will be addressed.	Adjacent land uses are similar in nature. There is a small portion of the property which has SF-1 across from Alliance. This will be greatly considered in the design of the project to have a little impact as possible, including screening, setbacks and access.
How the proposed land use is a better benefit to the public health, safety and welfare of the community than the current designation of future land use.	The proposed land use is a better benefit because it is more compatible with the existing adjacent land uses and is an ideal location near the existing transportation network.
How the proposed land use contributes to the City’s long-term economic well-being. Provide an updated mix of the land use breakdown for the city with the request outlining which development sector of the city will have the increase.	The proposed amendment will allow for a business park and warehouse facility which will generate taxes for Hutto through an initial capital improvement and sales tax. Additionally, the Property will be annexed into the City ensuring that tax revenue will go to the City of Hutto. The project will also provide employment opportunities for residents of Hutto to work where they live.

Location Map



Future Land Use Map



ORDINANCE NO. O-2022-024

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE HUTTO 2040 COMPREHENSIVE PLAN, AND MAKING THIS AMENDMENT PART OF THE SAID HUTTO 2040 COMPREHENSIVE PLAN, TO WIT: AMENDING THE FUTURE LAND USE MAP UPDATING THE PLAN FOR ANNEXATION, FUTURE ZONING OR REZONING, EXTRATERRITORIAL JURISDICTION (ETJ), AND LAND USE ASSUMPTIONS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an amendment has been presented to the City Council of the City of Hutto, Texas to amend the Hutto 2040 Comprehensive Plan Future Land Use Map, being incorporated herein, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 3rd day of May, 2022, and;

WHEREAS, on the 19th day of May, 2022, after proper notification, the City Council held a public hearing on the proposed amendment, and;

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

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

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

SECTION I.

That the Hutto 2040 Comprehensive Plan is hereby amended to incorporate herein, the Future Land Use Map updating the plan for annexation, future zoning or rezoning, extraterritorial jurisdiction (ETJ), and land use assumptions, being attached hereto and made part hereof, as **Exhibit “A”**.

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 **19th** day of **May, 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.

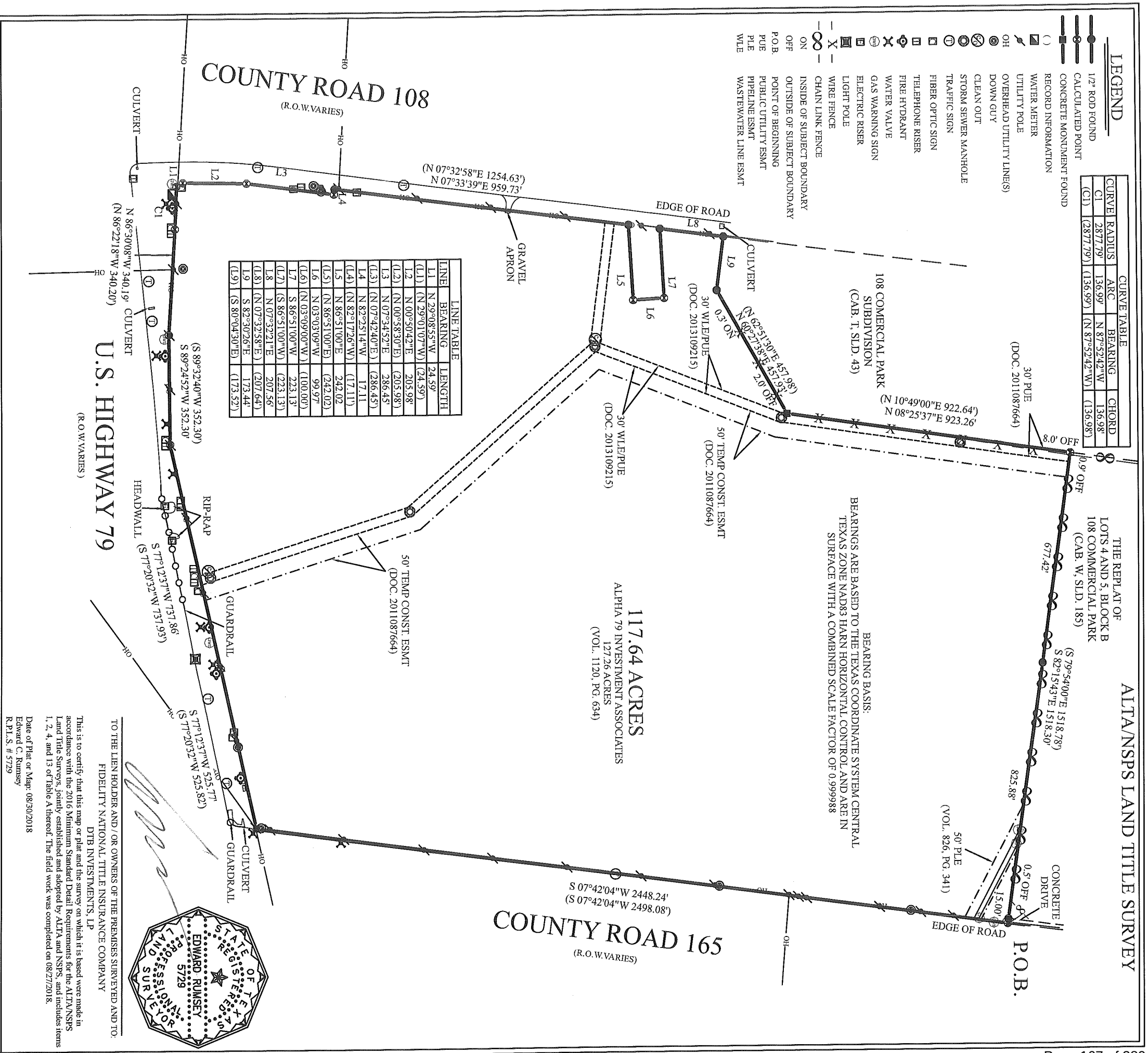
READ, PASSED and **ADOPTED** on first reading of ordinance this **19th** day of **May, 2022** at a meeting of the Hutto, Texas City Council; there being a quorum present.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Angela Walton, City Secretary



SUBJECT TO ELECTRICAL TRANSMISSION LINE EASEMENT RECORDED IN VOL. 297, PG. 237, UNABLE TO PLOT.

SUBJECT TO WATER LINES EASEMENT RECORDED IN VOL. 563, PG. 514, (BLANKET TYPE)

TELECOMMUNICATIONS SYSTEM AND LINES EASEMENT RECORDED IN VOL. 625, PG. 519 AND VOL. 649, PG. 686. (DO NOT AFFECT)

SUBJECT TO A 50' PIPELINE EASEMENT RECORDED IN VOL. 826, PG. 341.)

SUBJECT TO CONSTRUCTION EASEMENT RECORDED IN DOC. NO. 2011087664

SUBJECT TO WASTEWATER LINE AND PUBLIC UTILITY EASEMENT RECORDED IN DOC. NO. 2013109215.

SUBJECT TO POSSESSION AND USE AGREEMENT RECORDED IN DOC. NO. 2005083910.

SUBJECT TO RESTRICTIONS IN DEED RECORDED IN DOC. NO. 20050885244.

SUBJECT TO CITY OF HILTO ORDINANCE NO. 12-19-054 RECORDED IN DOC. NO. 20060022525.

SUBJECT TO ANNEXATION DEVELOPMENT AGREEMENT RECORDED IN DOC. NO. 20112021416.

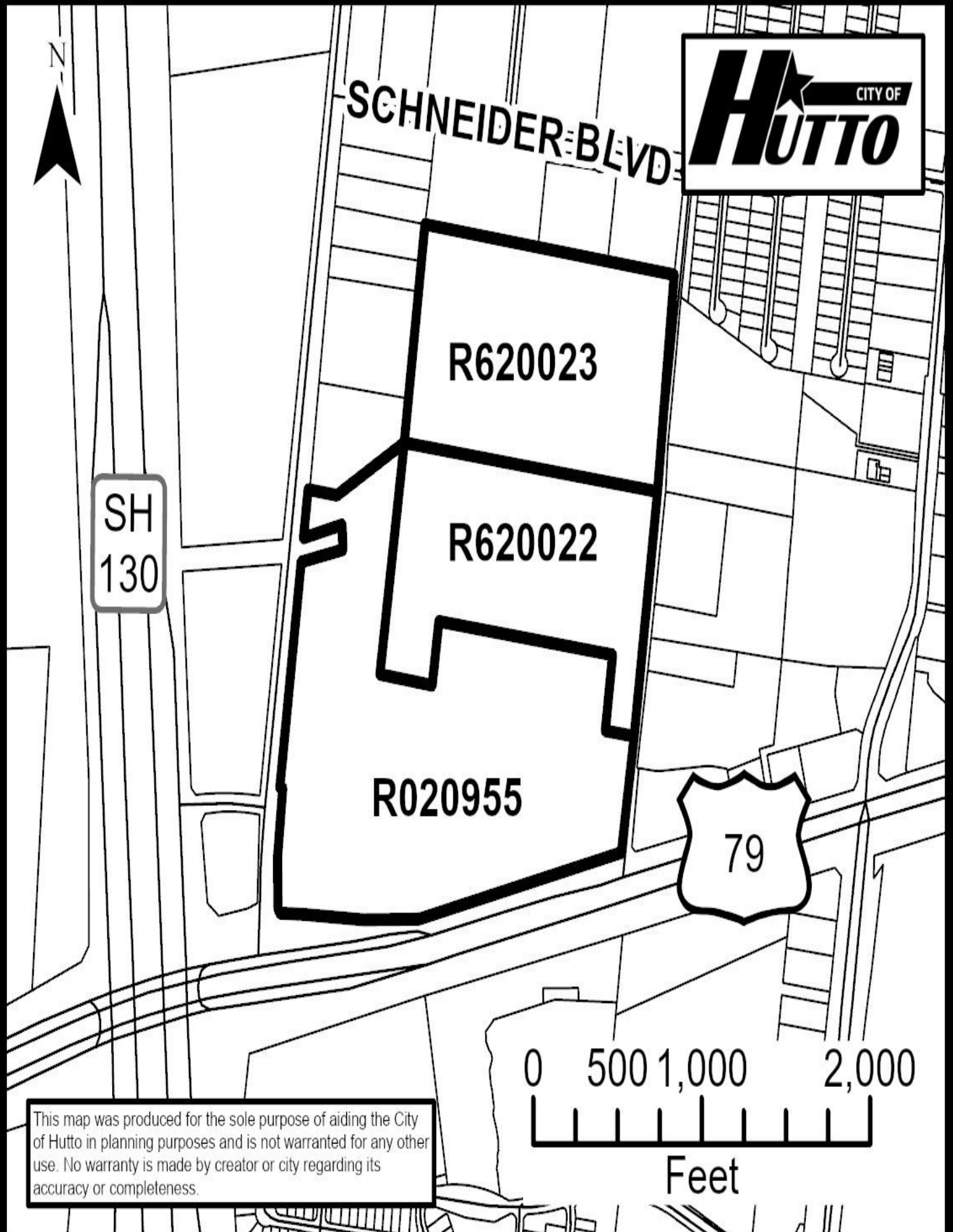
SUBJECT TO LEASE ADDENDUM RECORDED IN DOC. NO. 2002094372 AND AFFECTED BY RELEASE IN DOC. NO. 2006023959.

LEGAL DESCRIPTION

BEING 117.64 ACRES OF LAND OUT OF THE MARTIN STROUSE SURVEY, ABSTRACT NO. 587, IN WILLIAMSON COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN ALPHA 79 INVESTMENTS ASSOCIATES 127.26 ACRE TRACT AS RECORDED IN VOLUME 1120, PAGE 364, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME AND EXCEPT THAT CERTAIN 8.848 ACRES OF LAND CONVEYED TO WILLIAMSON COUNTY IN DEED RECORDED IN DOCUMENT NUMBER 2002064773, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THAT CERTAIN 0.801 ACRES OF LAND CONVEYED TO THE STATE OF TEXAS IN DOCUMENT NUMBER 2005088244, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 117.6 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

ALLSTAR Land surveying 9020 ANDERSON MILL RD AUSTIN, TEXAS 78729 (512) 249-8149 PHONE (512) 331-5217 FAX TBRLS FIRM NO. 10135000					
F.I.R.M. MAP INFORMATION THIS PROPERTY DOES LIE WITHIN THE 100 YEAR FLOOD-PLAIN, AND HAS A ZONE "A" RATING AS SHOWN ON THE FLOOD INSURANCE RATE MAPS F.I.R.M. MAP NO. 4849IC0515E PANEL: 0515E DATED: 09/26/2008 THIS CERTIFICATION IS FOR INSURANCE PURPOSES ONLY AND IS NOT TO BE USED AS AN EVIDENCE OF TITLE OR AS A GUIDE TO THE EXACT THIS PROPERTY WILL OR WILL NOT FLOOD. CONTACT YOUR LOCAL FLOOD PLAIN ADMINISTRATOR FOR THE CURRENT STATUS OF THIS TRACT.					
ADDRESS HUTTO, WILLIAMSON COUNTY, TEXAS. DTB INVESTMENTS, LP 0 U.S. HIGHWAY 79					
SURVEY DATE:	AUGUST 30, 2018	FIELDED BY:	JONATHAN MOHR		08/27/2018
TITLE CO.:	FIDELITY NATIONAL TITLE	CALC. BY:	CHRIS ZOITNER		08/28/2018
G.F. NO.:	AUT-13-671-AUT18006456L	DRAWN BY:	ADRIEL LOPEZ		08/28/2018
JOB NO.:	A0807118	RPLS CHECK:	EDWARD RUMSEY		08/30/2018

Ironwood FLUM





Streets

Private Crossing

Zone AE
(EL 671.4)

DAM
NO. 18

Zone
AE

US-79
WestBound

US-79
EastBound

48491C0515F
eff. 12/20/2019

1-PERCENT-ANNUAL-CHANGE
FLOOD DISCHARGE
CONTAINED IN STRUCTURE

Zone
AE

US-79 S

Railroad Crossing

US-79

48491C0520F
eff. 12/20/2019

1-PERCENT-ANNUAL-CHANGE
FLOOD DISCHARGE
CONTAINED IN STRUCTURE

POWERED BY



INNOVATION BLVD

AGENDA ITEM REPORT

11.2.



To: City Council

Subject: Hold a public hearing and consider action on Ordinance No. O-2022-025 approving the proposed annexation request for the Ironwood tract, approximately 117.64 acres, more or less, of land, described as being out of the Martin Strouse Survey, Abstract No. 587, in Williamson County, Texas and to establish base zoning as General Commercial (B-2) located off of Highway 79. (First Reading) (Ashley Lumpkin)

Meeting: Thursday, May 19, 2022

Department: Development Services /

Staff Contact:

BACKGROUND INFORMATION:

The subject property has a Development Agreement in Lieu of Annexation to annex prior to development occurring. The specific agreement is attached. This annexation is for a tract that is proposing voluntary annexation and a Future Land Use Map (FLUM) revision and Light Industrial (LI) zoning for business park/industrial development.

SUMMARY OF REQUEST:

The proposed FLUM and zoning are also on this agenda. The applicant requests discussion on the proposed LI zoning in tandem with the annexation request.

STAFF REVIEW:

Staff recommends approval of the voluntary annexation.

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

March 7, 2022

Ashley Lumpkin, Executive Director
City of Hutto
Planning and Development Department
500 W. Live Oak St.
Hutto, Texas 78634

Re: Application for Annexation, Zoning and Future Land Use Map (FLUM) Amendment;
117.64 acres located near the northeast corner of Toll Road SH130 and HWY 79; WCAD
parcels R020955, R620022 and R620023 (the "Property")

Dear Ms. Lumpkin,

As representatives of the owner of the above stated Property we respectfully submit the attached application for annexation, zoning and a FLUM amendment. The Property is located near the northeast corner of Toll Road SH 130 and HWY 79 (see Location Map attached). The Property is currently undeveloped, unzoned and is within the City of Hutto extra territorial jurisdiction (ETJ). The proposed zoning is Light Industrial (LI). The purpose of the rezoning is to allow for a business park and warehouse development.

The Property is currently in the City of Hutto ETJ. An application for annexation is submitted with the associate zoning. The Property is contiguous to the current city limits, is ½ mile or less in width and has zero residents living on the Property.

The Property is currently designated as Commercial and High-Density Residential in the FLUM. The proposed LI zoning is not compliant with the FLUM, therefore a FLUM amendment is being submitted concurrently with the zoning application. The City of Hutto Unified Development Code (UDC), Section 10.203.12.3 and the FLUM amendment application establishes criteria in reviewing a FLUM amendment. Please see Exhibit A for the criteria and how the proposed FLUM amendment comply.

Surrounding zoning and land uses are SF-1 with a industrial uses to the north and west, HWY 79 to the south, ETJ and SH 130 to the west, and SF-1 and PUD to the east across from Alliance BLVD. The Property in bifurcated by a floodplain which will be accounted for in the development of the site.

If you have any questions or comments please feel free to contact me at 737-471-0333.

Sincerely,



Amanda C. Brown

KIMLEY-HORN AND ASSOCIATES, INC.

Exhibit A

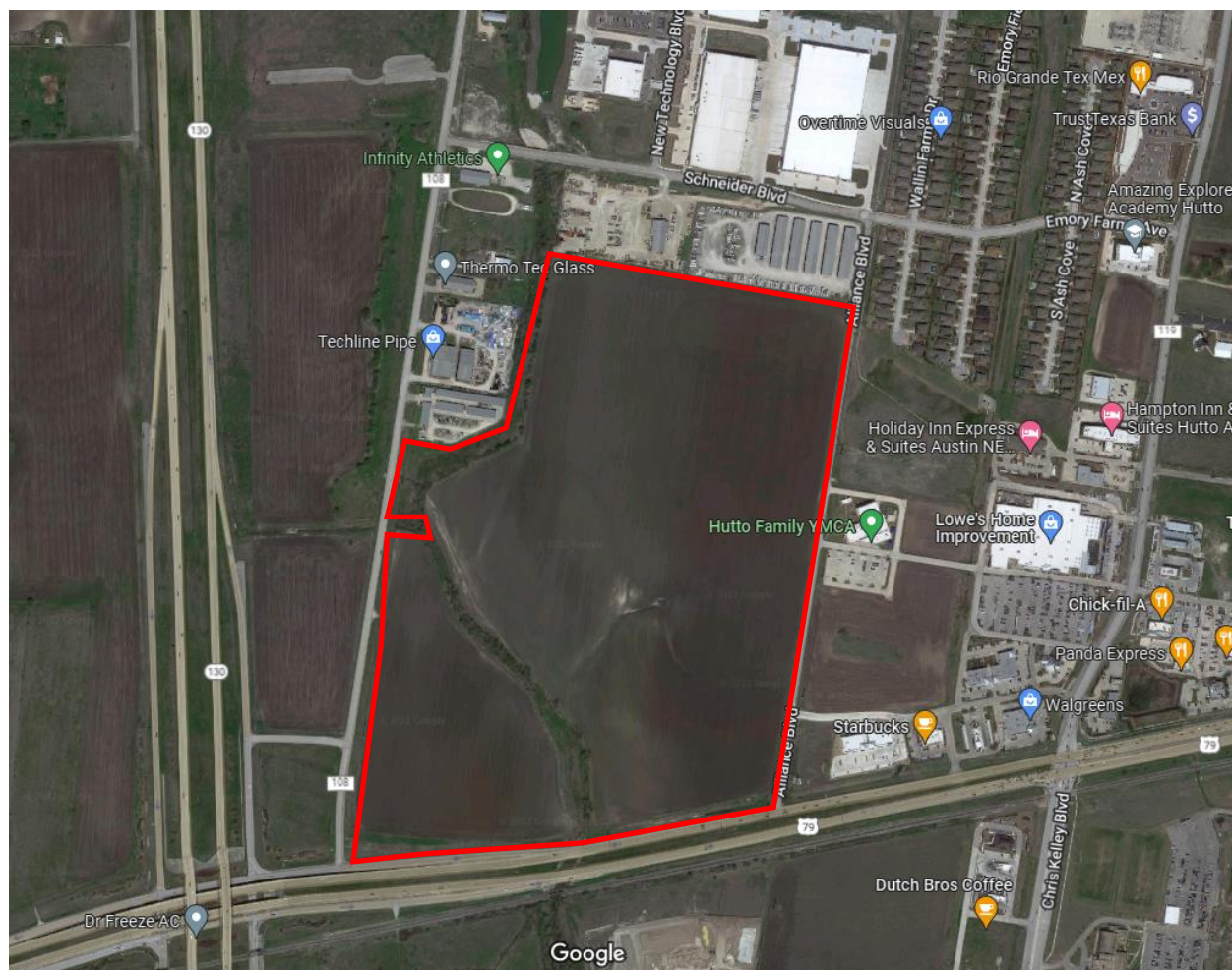
Section 10.203.12.3 FLUM Amendment Criteria

Criteria	Response
The proposed future land use is consistent with, and will not conflict with the goals of community, neighborhood and other applicable land use and development plans.	The proposed future land use is consistent with the existing surrounding uses, is an ideal size, and is an ideal use near the existing transportation network (SH 130 & HWY 79).
The proposed future land use will not conflict with proposed, permitted or existing land uses in the future land use map or zoning map.	The proposed future land use is consistent and compatible with the existing adjacent land uses to the north and west and existing transportation network (SH 130 & HWY 79).
There is enough physical and social infrastructure to serve the proposed future land use.	There is sufficient physical and social infrastructure as the Property is adjacent to SH 130 and HWY 79 which is an ideal for a successful business park and warehouse. Any required improvements to infrastructure will be made with the development of the site.
The site and its conditions are suited for and appropriate to the proposed future land use.	The site and its conditions are suited for and appropriate for the proposed future land use as the Property is large in size, is compatible with the adjacent land uses, and is adjacent to SH 130 and HWY 79 which is an ideal location for a successful business park and warehouse.
The proposed future land use does not threaten the public health, safety and welfare.	The proposed future land use does not threaten the public health, safety and welfare.
The proposed future land use does not create a public nuisance, or have an adverse impact on surrounding properties or the natural environment.	The business park and warehouse development will generate relatively low traffic, which will primarily use SH 130 and HWY 79, reducing any nuisance to adjacent properties. Additionally, there is a floodplain on the site and the project will comply with all requirements related to floodplain.
The proposed future land use does not threaten scenic, natural or historic resources.	The proposed future land use does not threaten scenic, natural or historic resources. The only aforementioned resource on the site is a floodplain, which the project will comply with all requirements related to development near a floodplain.
The proposed future land use addresses a community need.	The proposed future land use will address a community need by providing tax revenue to Hutto, employment opportunities and required traffic and infrastructure improvements.
The proposed future land use corrects a clerical or administrative error on the future land use map.	N/A
The proposed future land use results in a logical and orderly development pattern.	The proposed future land use results in a logical and orderly development pattern as the Property is consistent with existing surrounding land uses and is adjacent to two major thoroughfares which is necessary for a successful business park and warehouse facility.
The proposed future land use is not merely intended to confer a benefit to the property owner.	The Property was selected for this project because it is adequately sized, has similar adjacent uses and has good access to two major thoroughfares. The proposed future land use is logical for the benefit of the greater Hutto community.
The site is a legal building lot.	The project will legally plat the lot prior to development.

FLUM Amendment Application Criteria

Criteria	Response
How the proposed change will enhance the site and the surrounding area.	The proposed change will enhance the site and the surrounding area by allowing for a business park and warehouse facility which is compatible with the existing adjacent uses and the ideal access to major roadways (SH 130 & HWY 79).
Will the proposed amendment benefit the City as a whole? Will the proposed amendment enhance economic development within the City?	The proposed amendment will allow for a business park and warehouse facility which will generate taxes for Hutto through an initial capital improvement and sales tax. Additionally, the Property will be annexed into the City ensuring that tax revenue will go to the City of Hutto. The project will also provide employment opportunities for residents of Hutto to work where they live.
Whether the necessary infrastructure is already in place or how this will be provided and the funding request.	A Service Extension Request is in review and there are no funding requests at this time.
How the proposed change reflects the vision and goals as identified in the 2040 Comp Plan.	The project aligns with many of the visions and goals for the 2040 Comp Plan. Most impactfully, a business park and warehouse project will create economic opportunity and create an “open for business” culture by providing much needed business and warehouse space for businesses to occupy in an ideal location.
How the subject property is compliant with surrounding land uses and zoning.	The surrounding uses are major roadways to the west and south and industrial uses to the north and west. Therefore, this proposed change will be complimentary to the existing uses.
How the proposed land use impacts adjacent areas – whether the proposed land use impacts existing areas and the uses shown on the Future Land Use Map.	The proposed land use will generate very little traffic and will primarily use SH 130 and HWY 79 as access, avoiding the City center, therefore it is not expected that the adjacent land uses will be impacted.
Whether uses adjacent to the proposed land use are similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility. If adjacent uses are dissimilar, how compatibility will be addressed.	Adjacent land uses are similar in nature. There is a small portion of the property which has SF-1 across from Alliance. This will be greatly considered in the design of the project to have a little impact as possible, including screening, setbacks and access.
How the proposed land use is a better benefit to the public health, safety and welfare of the community than the current designation of future land use.	The proposed land use is a better benefit because it is more compatible with the existing adjacent land uses and is an ideal location near the existing transportation network.
How the proposed land use contributes to the City’s long-term economic well-being. Provide an updated mix of the land use breakdown for the city with the request outlining which development sector of the city will have the increase.	The proposed amendment will allow for a business park and warehouse facility which will generate taxes for Hutto through an initial capital improvement and sales tax. Additionally, the Property will be annexed into the City ensuring that tax revenue will go to the City of Hutto. The project will also provide employment opportunities for residents of Hutto to work where they live.

Location Map





ANNEXATION 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: Hutto Crossing

Total acreage 117.64

Proposed use Business Park & Warehouse

Zoning district is issued according to the zoning district established in the current comprehensive plan future land use map. Property owner is required to submit a zoning change application for a district other than what is established in the current comprehensive plan future land use map. All fees apply.

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 Annexation application.
- ☒ Applicant has coordinated with staff on submittal requirements.
- ☒ Proof of ownership (copy of deed).
- ☒ Letter of intent, signed and notarized by property owner, including the following:
 - ☐ Acknowledgement that the property is contiguous to the current city limits.
 - ☐ Acknowledgement that the property is one-half mile or less in width.
 - ☐ Identify the number of residents living on the property.
 - ☐ Total acreage of the parcel(s).
 - ☐ Current use of the property.
- ☒ Field notes and sketch of property by a registered professional land surveyor on (1) 8½" x 11"
- ☒ All submittal documents provided on a CD (disk) or other compatible electronic storage device.

REVIEW CRITERIA

- ☐ Request is consistent with community, neighborhood and other applicable land use and development plans.
- ☐ Property is in the extraterritorial jurisdiction (ETJ) of Hutto.
- ☐ Property does not contain any Unified Development Code (UDC) or Williamson County code violations.
- ☐ Request conforms to state law.
- ☐ Property with an existing agricultural use may be issued agriculture (AG) district base zoning.
- ☐ Property without existing agricultural use will be issued the zoning district established in the current comprehensive plan future land use map. A zoning change application will be required to establish a zoning district different from the zoning established in the current comprehensive plan future land use map.

PROCESSING

- ☐ Application intake, staff review and determination that it is complete, meeting scheduling, public notification (mailed/published/website notification).
- ☐ Notification required 33 days prior to scheduled public meeting date (mailed).
- ☐ Notification required 16 days prior to scheduled public meeting date (published).
- ☐ Staff review, municipal service plan drafted (will be adopted by city council prior to 1st public hearing).
- ☐ All final documents related to city council action are required 10 days prior to scheduled meeting date.
- ☐ Documents are to be recorded with the Williamson County Clerk, fees may apply. (not Preliminary Plats).

FOR DEPARTMENT USE ONLY:

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



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: Hutto Crossing APPLICATION TYPE Zoning

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

Name: Amanda Brown
Company Name: Kimley-Horn
Address: 10814 Jolleyville Rd., Austin, TX 78759
Phone: 214-695-9219 Email: amanda.brown@kimley-horn.com

PROPERTY INFORMATION

Address: HWY 79, Hutto, Tx 78634
Legal Description: Lot(s) _____ Block _____ Subdivision See attached survey
Deed Reference: Volume _____ Page(s) _____ or Document No. 2021149108
City Limits or ETJ: ETJ Current Zoning District: N/A- ETJ

PROPERTY OWNER INFORMATION

Name: Edward Butler
Company Name: 325 Alliance, LTD
Address: 10095 US Highway 290 East, Manor, Texas 78653
Phone: 737-207-8578 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.

Edward Butler
Property Owner Signature _____ Property Owner Printed Name _____

3-2-22
Date

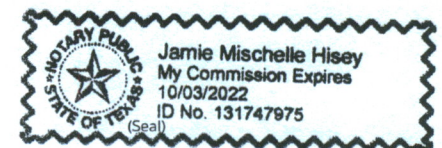
THE STATE OF TEXAS

COUNTY OF Travis

Before me, the undersigned authority, on this day personally appeared Edward S Butler, 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 2nd day of March, 2022 A.D.

Jamie Michelle Hisey
Notary Public Signature _____ Notary Public Printed Name _____



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

March 2020



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: Hutto Crossing APPLICATION TYPE Zoning & Annexation

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

Name: Amanda Brown
Company Name: Kimley-Horn
Address: 10814 Jolleyville Rd., Austin, TX 78759
Phone: 214-695-9219 Email: amanda.brown@kimley-horn.com

PROPERTY INFORMATION

Address: HWY 79, Hutto, Tx 78634
Legal Description: Lot(s) _____ Block _____ Subdivision See attached survey
Deed Reference: Volume 1120 Page(s) 634-637 Document No. _____
City Limits or ETJ: ETJ Current Zoning District: N/A- ETJ

PROPERTY OWNER INFORMATION

Name: James Chang
Company Name: Alpha 79 Investment Association
Address: 4114 Hycrest Dr., Austin, TX 78759
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.

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[Signature]
Property Owner Signature

James Chang
Property Owner Printed Name

2/28/2022
Date

THE STATE OF TEXAS

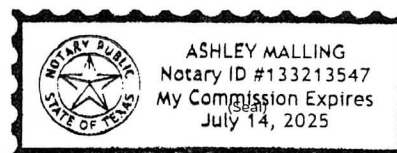
COUNTY OF Travis

Before me, the undersigned authority, on this day personally appeared Shin Chang, 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 28 day of February, 2022 A.D.

Ashley Malling
Notary Public Signature

Ashley Malling
Notary Public Printed Name



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

March 2020

ORDINANCE NO. O-2022-05

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 117.64 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT “A”, ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO’S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

WHEREAS, pursuant to Section 43.028 of the Texas Local Government Code, the owners of the tracts of land containing 117.64 acres, more or less, of land, being out of the Martin Strouse Survey, Abstract No. 587 in Williamson County, Texas, and being more particularly described in **Exhibit “A”** attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property, and;

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

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

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

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

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

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

SECTION I.

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

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION V.

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

SECTION VI.

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

SECTION VIII.

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

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

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

SECTION IX.

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

READ and **APPROVED** on first reading on this the **19th** day of **May, 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.

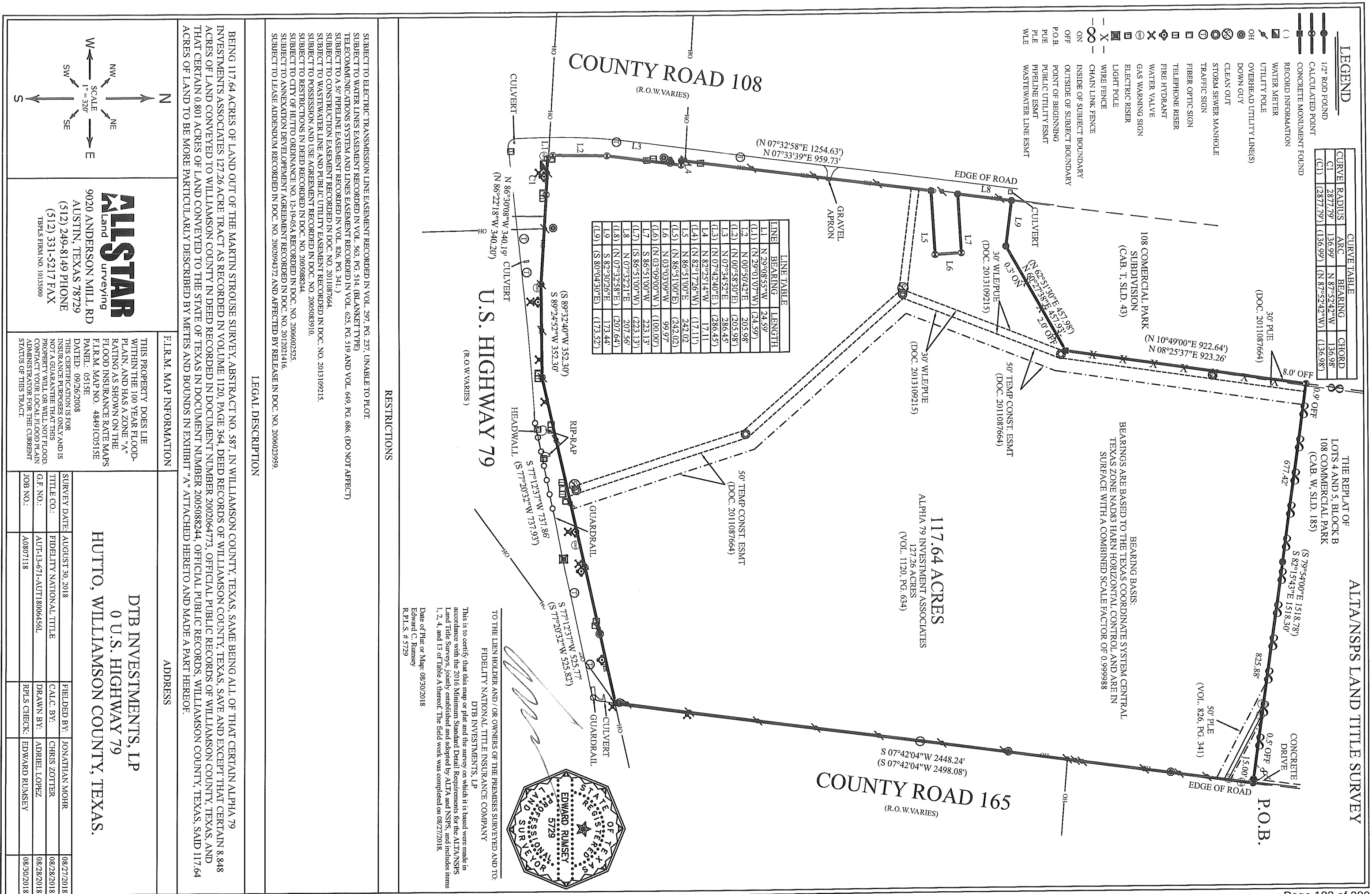
READ, PASSED and **ADOPTED** on first reading of ordinance this the **19th** day of **May, 2022** at a meeting of the Hutto, Texas City Council; there being a quorum present.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Walton, City Secretary



RESOLUTION NO. R-12-03-22-VI3

A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND ALPHA 79 INVESTMENT ASSOCIATES, FOR 117.611 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

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

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

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

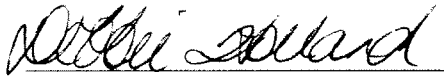
WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City's Growth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

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

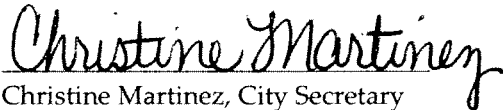
That the Hutto City Council authorizes the Interim City Manager of Hutto to execute a Development Agreement between the City of Hutto and Alpha 79 Investment Associates for the property described in **Exhibit "A"**, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the 22nd day of the month **March**, 2012.

THE CITY OF HUTTO, TEXAS


Debbie Holland, Mayor

ATTEST:


Christine Martinez, City Secretary

STATE OF TEXAS	§	ANNEXATION DEVELOPMENT
	§	AGREEMENT WITH
COUNTY OF WILLIAMSON	§	ALPHA 79 INVESTMENT ASSOCIATES

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF HUTTO, TEXAS ("City") and ALPHA 79 INVESTMENT ASSOCIATES ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 117.611 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Williamson County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property or any portion of the Property will not be annexed by the City of Hutto so long as 1) the Property or any portion of the Property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, except for existing single-family residential use, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If any portion of the Property no longer has an agricultural exemption or is platted, the remaining Property still under an agricultural exemption and unplatted will still be protected by the Agreement. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or a portion of the Property.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.
3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses.
4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.
5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. **Actions Performable.** The City and the Owner agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.
2. **Governing Law.** The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.
3. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
4. **Complete Agreement.** This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.
5. **Exhibits.** All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Hutto
City Manager
401 West Front Street
Hutto, Texas 78634
Williamson County
Phone: (512) 759-4031

Alpha 79 Investment Associates
James S. Chang
4114 Hycrest Drive
Austin, Texas 78759-7352
Travis County
Phone: (512) 913-2245

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

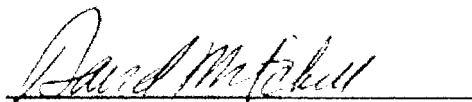
9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.

11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Owner, respectively.

SIGNED as of this 27th day of February, 2012.

CITY OF HUTTO, TEXAS



David Mitchell
Interim City Manager, City of Hutto, Texas

THE STATE OF TEXAS)

COUNTY OF WILLIAMSON)

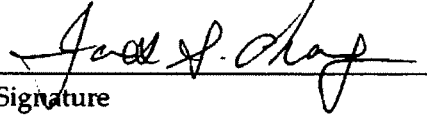
This instrument was acknowledged before me on the 27th day of February, 2012,
by David Mitchell, Interim City Manager, City of Hutto, Texas.

Seal




Notary Public, State of Texas

PROPERTY OWNER


Signature

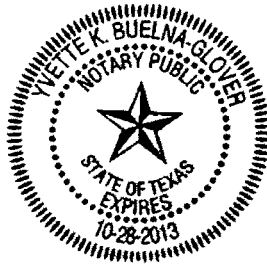
James S. Chang
Alpha 79 Investment Associates

THE STATE OF TEXAS)

COUNTY OF Williamson)

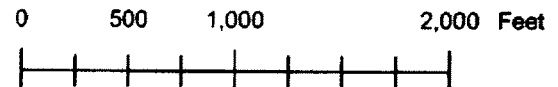
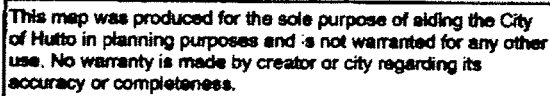
This instrument was acknowledged before me on the 27th day of February, 2012,
by James S. Chang, Alpha 79 Investment Associates, Property Owner.

Seal




Notary Public, State of Texas

EXHIBIT "A"





STATE OF TEXAS

§ ANNEXATION DEVELOPMENT

§ AGREEMENT WITH

COUNTY OF WILLIAMSON

§ ALPHA 79 INVESTMENT ASSOCIATES

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF HUTTO, TEXAS ("City") and ALPHA 79 INVESTMENT ASSOCIATES ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 117.611 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Williamson County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property or any portion of the Property will not be annexed by the City of Hutto so long as 1) the Property or any portion of the Property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, except for existing single-family residential use, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If any portion of the Property no longer has an agricultural exemption or is platted, the remaining Property still under an agricultural exemption and unplatted will still be protected by the Agreement. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or a portion of the Property.

R-12-03-22-V13

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.
3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses.
4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.
5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.
2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.
3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.
5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Hutto
City Manager
401 West Front Street
Hutto, Texas 78634
Williamson County
Phone: (512) 759-4031

Alpha 79 Investment Associates
James S. Chang
4114 Hycrest Drive
Austin, Texas 78759-7352
Travis County
Phone: (512) 913-2245

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.

11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Owner, respectively.

SIGNED as of this 27th day of February, 2012.

CITY OF HUTTO, TEXAS



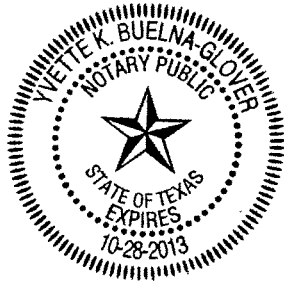
David Mitchell
Interim City Manager, City of Hutto, Texas

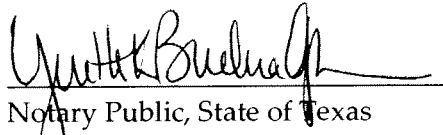
THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

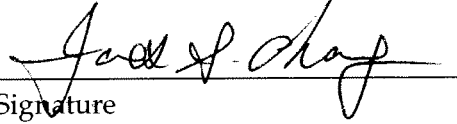
This instrument was acknowledged before me on the 27th day of February, 2012,
by David Mitchell, Interim City Manager, City of Hutto, Texas.

Seal




Notary Public, State of Texas

PROPERTY OWNER


Signature

James S. Chang
Alpha 79 Investment Associates

THE STATE OF TEXAS }

COUNTY OF Williamson }

This instrument was acknowledged before me on the 27th day of February, 2012,
by James S. Chang, Alpha 79 Investment Associates, Property Owner.

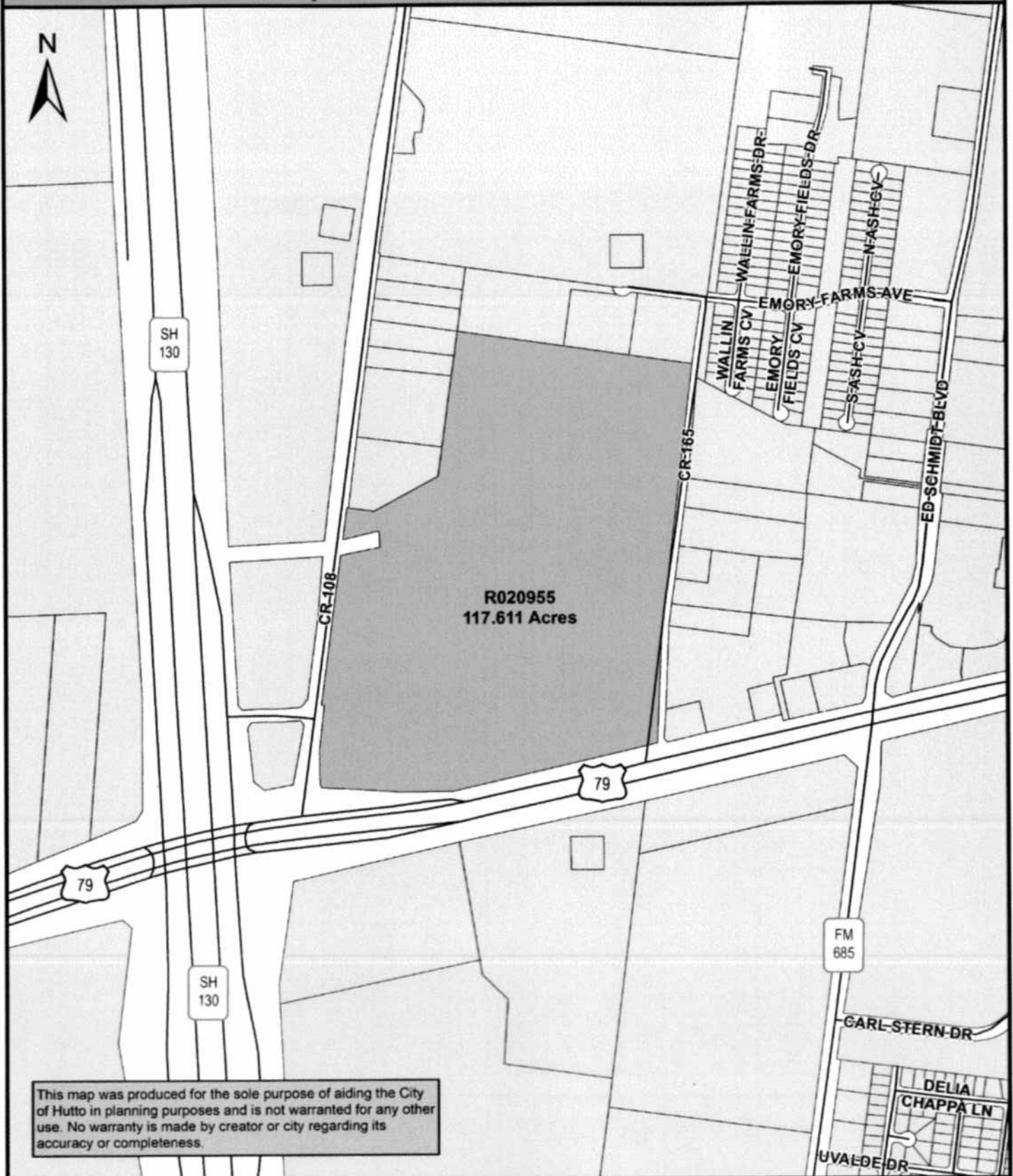
Seal




Notary Public, State of Texas

Alpha 79 Investments

EXHIBIT "A"



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\2012 Site Location Maps\Annexation_Maps\Alpha_79_Investments.mxd)
1/23/2012 - 11:37:19 AM



0 500 1,000 2,000 Feet

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2012021416

Nancy E. Rister

03/26/2012 04:06 PM

KFOSTER \$32.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

MUNICIPAL SERVICES AGREEMENT

**BETWEEN THE CITY OF HUTTO, TEXAS
AND James Chang**

***89.386 acres, more or less, of land, out of the Martin Strouse Survey, Abstract No. 587, in
Williamson County, Texas.***

This Municipal Services Agreement ("Agreement") is entered into on 9th day of May, 2022 by and between the City of Hutto, Texas, a home-rule municipality of the State of Texas ("City") and the James Chang ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement:

WHEREAS, Owner owns certain real property located in Williamson County, Texas that is currently within the extraterritorial jurisdiction of the City, such real property being more particularly depicted in **Exhibit A** attached hereto and fully incorporated into this Municipal Services Agreement and for all purposes referred to herein as the "Property"; and

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation; and

WHEREAS, Owner has voluntarily petitioned the City to annex the Property into the municipal boundaries of the City pursuant to Subchapter C-3 of Chapter 43 of the Local Government Code; and

WHEREAS, Section 43.0672 of the Local Government Code requires the City Council of the City to negotiate and enter into a written agreement with the owners of the land for the provisions of services in the area on or after the effective date of annexation (the "Effective Date"); and

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation; and

WHEREAS, the requested annexation and the execution of this Agreement are subject to approval by the Hutto City Council; and

NOW, THEREFORE, in exchange for the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, as described and set forth in **Exhibit A**.

2. **INTENT.** It is the intent of the City that this Agreement provides for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES AS OF THE EFFECTIVE DATE OF ANNEXATION.** Commencing on the Effective Date, the City will provide the municipal services to the Property as set forth below.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Building Inspection Services and the Hutto Police Department will provide Code Enforcement Services upon annexation. The Development Services Department's role will include issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and

land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities and/or future street facilities within public rights of way will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City-operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing the extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements necessary to provide sufficient municipal services for the annexed area may be required. Costs associated with the extension of utility service lines, traffic improvements, drainage improvements, or other facilities necessary to serve the development will be borne by

Owner and/or developers.

4. **SCHEDULED MUNICIPAL SERVICES.** Due to the size and vacancy of the Property and the plans and schedule for the development of the Property as further set forth in the Development Agreement, the following municipal services will be provided in accordance with the following schedule:

WATER SERVICE

Existing Services: None

Services to be Provided:

The City municipal water system is limited in geographic scope and ability to serve. Newly-annexed parcels will be included in the Capital Improvements Plan as appropriate, and extended services when deemed feasible in light of topography and other relevant factors.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

The City municipal sewage collection treatment and disposal system is limited in geographic scope and ability to serve. Newly-annexed parcels will be included in the Capital Improvements Plan as appropriate, and extended services when deemed feasible in light of topography and other relevant factors.

5. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.
6. **EXCLUDED SERVICES.** It is understood and agreed that the City is not required to provide a service that is not included in this Agreement. However, City agrees to provide all services to the Property that the City uniformly provides to all other properties within the City limits
7. **OWNER'S STIPULATIONS.** The Owner agrees and stipulates that all Owners have submitted petitions for the voluntary annexation of Property into the boundaries of the City, and that the annexation of the Property is voluntary.
8. **AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

9. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
10. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
11. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Williamson County, Texas, and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
12. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
13. **GOVERNMENTAL IMMUNITY; DEFENSES.** Nothing in this Agreement shall be deemed to waive, modify or amend any of City's governmental powers or immunities nor any legal defense in availability at law or in equity to City or Owner.
14. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
15. **NOTICE.** Any notice given under this Services must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with a service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Services Agreement. Notice will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

If to Owner, to:

James Chang
c/o Sylong Lin

If to City, to:

1106 Huntridge Circle, Austin, Tx 78759
City of Hutto Attn: City Manager

500 W. Live Oak St

Hutto, Texas 78634

16. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
17. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property for the term of this Municipal Services Agreement. This Municipal Services Agreement will be recorded in the Official Public Records of Williamson County.
18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

CITY OF HUTTO, TEXAS

Date: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Page 202 of 280

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.

[Seal]

Notary Public in and for the State of Texas

[Seal]

OWNER

By: James Chang

Print Name: James Chang

Title: _____

Date: May 11th, 2022

california
STATE OF ~~TEXAS~~ *ca* §
santa clara §
COUNTY OF ~~WILLIAMSON~~ *ca* §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of May, 2022.

SEE ATTACHED
CALIFORNIA
NOTARIZATION

Seungeunyu
5/11/2022

Notary Public in and for the State of Texas

[Seal]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SANTA CLARA)

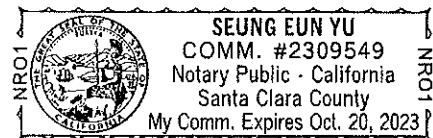
On May 11, 2022 before me, SEUNG EUN YU, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared James Chang,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, 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 yu (Seal)



AGENDA ITEM REPORT

11.3.



To: City Council
Subject: Hold a public hearing and consider action for the zoning change request for the property known as the Ironwood Tract, 117.64 acres, more or less, of land, located off of Highway 79, from (ETJ) to LI (Light Industrial). (First Reading) (Ashley Lumpkin)
Meeting: Thursday, May 19, 2022
Department: Development Services /
Staff Contact:

BACKGROUND INFORMATION:

This property is currently in the Extra Territorial Jurisdiction (ETJ). A non-annexation development agreement was executed on the property on March 22, 2012. The agreement is for no development outside of agricultural uses. At such time development is desired the City shall annex and zone the property to the land use designation as shown on the most recent amendment to the City's Growth Guidance Plan.

The applicants have requested annexation on the property to allow for development. The annexation triggers the FLUM revision and zoning recommendation prior to City Council hearing the annexation request. The applicant is requesting the Future Land Use map revision to allow for the re-zoning of the property in question to Light industrial.

SUMMARY OF REQUEST:

The applicant's wish to rezone the property to Light Industrial to allow for future Business Park and Light Industrial development. Zoning map amendment requests must be consistent with the comprehensive plan and any community, neighborhood and other applicable land use and development plans.

If the zoning request does not conform to the comprehensive plan a Future Land Use Map revision is required prior to applying for the rezoning.

WEST: ETJ, vacant
NORTH: SF 1, Light Industrial Uses
EAST: PUD, commercial; SF-1, residential
SOUTH: US 79

STAFF REVIEW:

AGENDA ITEM REPORT

11.3.



Staff notified 53 property owners within 600' of the request and to date staff has one in opposition.

Staff recommends approval of the proposed zoning change to Light Industrial.

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:



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: **Hutto Crossing**

PROPERTY ADDRESS: **HWY 79, Hutto, TX 78634**

Current zoning district (s): **N/A** Proposed Zoning District (s): **Light Industrial (LI)**

Current Use: **Undeveloped** Proposed Use: **Business Park & Warehouse**

Total Acreage: **117.64** Total # of Lots: **1** Future Land Use Map Designation: **Commercial & High-Density Residential**

Current zoning: North of property: **SF-1** South of property: **HWY 79**

East of property: **N/A- ETJ** West of property **PUD & SF-1**

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

REQUIRED FOR ZONING SUBMITTAL (If PUD proposed, see PUD Application)

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

- ☒ Complete Master application and Zoning Change application.
- ☒ Applicant has coordinated with staff on submittal requirements.
- ☒ Letter of intent explaining reason(s) for request.
- ☒ IO.203.12 Plan Amendment – Does the proposed PUD comply with the Future Land Use Map **No** _____? 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.
- ☒ 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.

REVIEW CRITERIA

- ☐ Zoning is consistent with all applicable land use and development plans.
- ☐ Zoning is compatible with existing and permitted uses on properties in the neighborhood, and does not have an adverse impact on surrounding properties or the natural environment.
- ☐ Zoning corrects a clerical/administrative error on the zoning map.
- ☐ Zoning results in a logical and orderly development plan.
- ☐ Zoning is not merely intended to confer an economic benefit to the property owner.
- ☐ Site is a legal building lot.
- ☐ Will be served by adequate facilities including streets, fire protection, water and sanitation for the proposed use.

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.

October 2021

ADDITIONAL REQUIREMENTS FOR FBC (FORM BASED CODE) ZONING:

- Map:
 - Copy of overall site map (1) 18" x 24" + (1) 11" x 17" + (1) 8 ½" x 11"
 - Copy of site map(s) for each transect zone (1) 18" x 24" + (1) 11" x 17" + (1) 8 ½" x 11"
 - Proposed transect zones, civic zones and special districts
 - Proposed thoroughfare network
 - Proposed special requirements, if any
 - Proposed number of warrants or variances, if any
 - Copy of preliminary site plan(s) for each transect zone (2) 18" x 24" + (2) 11" x 17" + (1) 8 ½" x 11"
- Transect Framework Plan (TFP) that includes,
 - Total acreage (minimum 50 acres required)
 - Location map of the property with major roadways and adjoining neighborhoods;
 - General location of neighborhood units shown in ¼ mi. radius pedestrian zones;
 - A conceptual level plan depicting general location of transect zones with transitions to adjoining neighborhoods and roadway corridors
 - General location of land uses including mix and density/intensity by transect zone or neighborhood unit
 - General location of major roadway network
 - Palette of proposed street types with associated cross-sections and street classifications
 - A concept plan for open space, creek preservation, and stormwater drainage and detention, in addition to water, sewer infrastructure and general location of major open space such preservation of environmentally sensitive areas or farmland conservation areas
 - Any other information that illustrates the general design direction
 - Transect Zone Development Standards
- Written summary for,
 - Proposed sequence of community design
 - Proposed community unit types
 - Proposed transect zones, civic zones and special districts
 - Proposed thoroughfare standards, vehicular lanes and public frontages
 - Proposed density calculations
 - Proposed special requirements
 - Proposed natural drainage standards

ADDITIONAL REVIEW CRITERIA FOR FBC ZONING:

- FBC zoning is available to land containing a minimum of 50 contiguous acres.
- The form and content of all plan types shall be in sufficient detail to enable the city to evaluate the proposal and ascertain that it meets all criteria.
- Review criteria for all FBC plan types can be found in the UDC, as amended.
- Zoning within this district may require additional commission(s)/council action.

FOR DEPARTMENT USE ONLY:

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



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: Hutto Crossing APPLICATION TYPE Zoning

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

Name: Amanda Brown
Company Name: Kimley-Horn
Address: 10814 Jolleyville Rd., Austin, TX 78759
Phone: 214-695-9219 Email: amanda.brown@kimley-horn.com

PROPERTY INFORMATION

Address: HWY 79, Hutto, Tx 78634
Legal Description: Lot(s) _____ Block _____ Subdivision See attached survey
Deed Reference: Volume _____ Page(s) _____ or Document No. 2021149108
City Limits or ETJ: ETJ Current Zoning District: N/A- ETJ

PROPERTY OWNER INFORMATION

Name: Edward Butler
Company Name: 325 Alliance, LTD
Address: 10095 US Highway 290 East, Manor, Texas 78653
Phone: 737-207-8578 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.

Edward Butler
Property Owner Signature _____ Property Owner Printed Name _____

3-2-22
Date

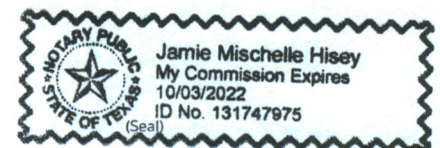
THE STATE OF TEXAS

COUNTY OF Travis

Before me, the undersigned authority, on this day personally appeared Edward S Butler, 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 2nd day of March, 2022 A.D.

Jamie Michelle Hisey
Notary Public Signature _____ Notary Public Printed Name _____



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

March 2020



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: Hutto Crossing APPLICATION TYPE Zoning & Annexation

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

Name: Amanda Brown
Company Name: Kimley-Horn
Address: 10814 Jolleyville Rd., Austin, TX 78759
Phone: 214-695-9219 Email: amanda.brown@kimley-horn.com

PROPERTY INFORMATION

Address: HWY 79, Hutto, Tx 78634
Legal Description: Lot(s) _____ Block _____ Subdivision See attached survey
Deed Reference: Volume 1120 Page(s) 634-637 Document No. _____
City Limits or ETJ: ETJ Current Zoning District: N/A- ETJ

PROPERTY OWNER INFORMATION

Name: James Chang
Company Name: Alpha 79 Investment Association
Address: 4114 Hycrest Dr., Austin, TX 78759
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.

[Signature]
Property Owner Signature

James Chang
Property Owner Printed Name

2/28/2022
Date

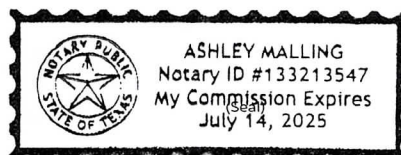
THE STATE OF TEXAS

COUNTY OF Travis

Before me, the undersigned authority, on this day personally appeared Shin Chang, 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 28 day of February, 2022 A.D.

[Signature]
Notary Public Signature

Ashley Malling
Notary Public Printed Name



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

March 2020

March 7, 2022

Ashley Lumpkin, Executive Director
City of Hutto
Planning and Development Department
500 W. Live Oak St.
Hutto, Texas 78634

Re: Application for Annexation, Zoning and Future Land Use Map (FLUM) Amendment;
117.64 acres located near the northeast corner of Toll Road SH130 and HWY 79; WCAD
parcels R020955, R620022 and R620023 (the "Property")

Dear Ms. Lumpkin,

As representatives of the owner of the above stated Property we respectfully submit the attached application for annexation, zoning and a FLUM amendment. The Property is located near the northeast corner of Toll Road SH 130 and HWY 79 (see Location Map attached). The Property is currently undeveloped, unzoned and is within the City of Hutto extra territorial jurisdiction (ETJ). The proposed zoning is Light Industrial (LI). The purpose of the rezoning is to allow for a business park and warehouse development.

The Property is currently in the City of Hutto ETJ. An application for annexation is submitted with the associate zoning. The Property is contiguous to the current city limits, is ½ mile or less in width and has zero residents living on the Property.

The Property is currently designated as Commercial and High-Density Residential in the FLUM. The proposed LI zoning is not compliant with the FLUM, therefore a FLUM amendment is being submitted concurrently with the zoning application. The City of Hutto Unified Development Code (UDC), Section 10.203.12.3 and the FLUM amendment application establishes criteria in reviewing a FLUM amendment. Please see Exhibit A for the criteria and how the proposed FLUM amendment comply.

Surrounding zoning and land uses are SF-1 with a industrial uses to the north and west, HWY 79 to the south, ETJ and SH 130 to the west, and SF-1 and PUD to the east across from Alliance BLVD. The Property in bifurcated by a floodplain which will be accounted for in the development of the site.

If you have any questions or comments please feel free to contact me at 737-471-0333.

Sincerely,



Amanda C. Brown

KIMLEY-HORN AND ASSOCIATES, INC.

Exhibit A

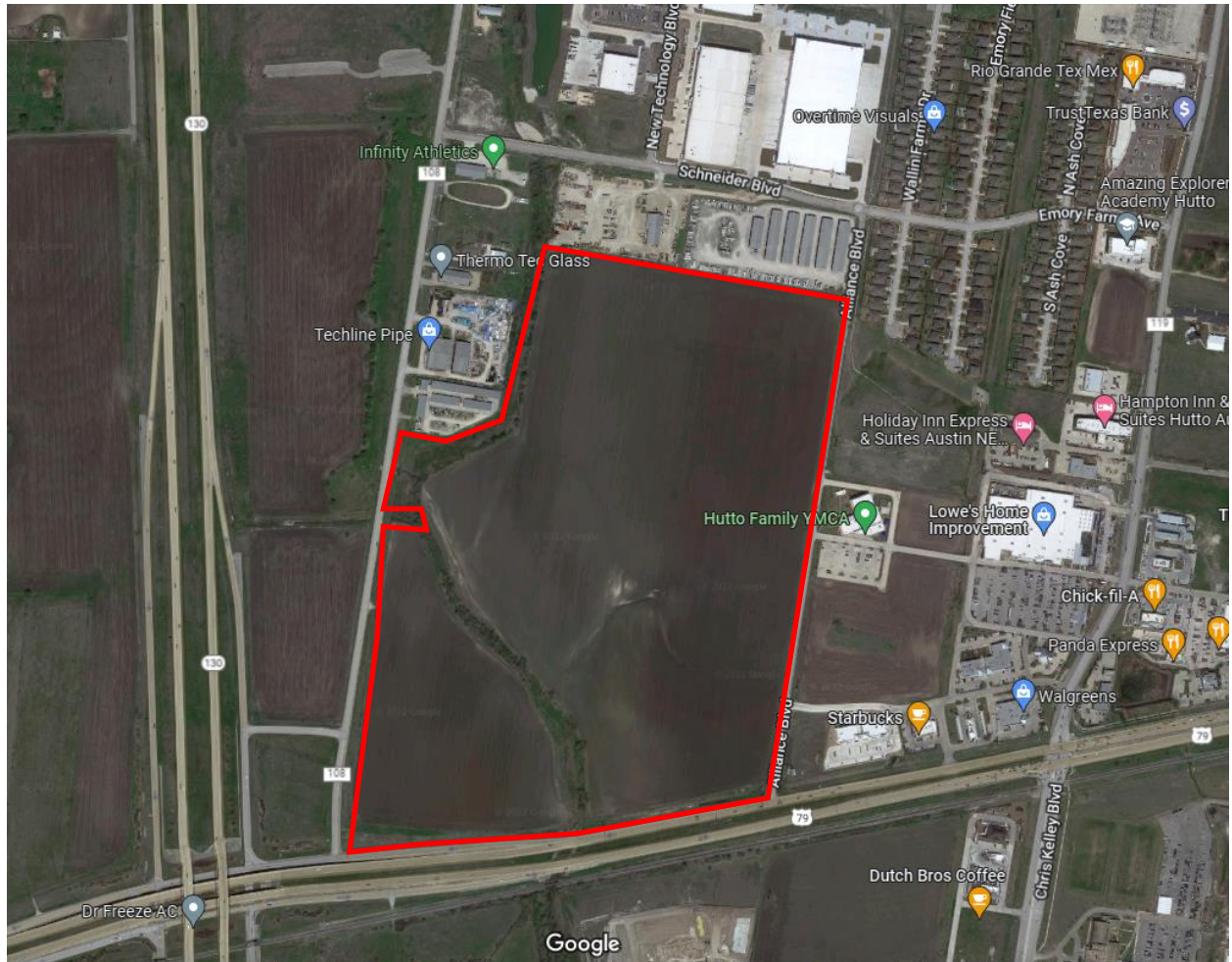
Section 10.203.12.3 FLUM Amendment Criteria

Criteria	Response
The proposed future land use is consistent with, and will not conflict with the goals of community, neighborhood and other applicable land use and development plans.	The proposed future land use is consistent with the existing surrounding uses, is an ideal size, and is an ideal use near the existing transportation network (SH 130 & HWY 79).
The proposed future land use will not conflict with proposed, permitted or existing land uses in the future land use map or zoning map.	The proposed future land use is consistent and compatible with the existing adjacent land uses to the north and west and existing transportation network (SH 130 & HWY 79).
There is enough physical and social infrastructure to serve the proposed future land use.	There is sufficient physical and social infrastructure as the Property is adjacent to SH 130 and HWY 79 which is an ideal for a successful business park and warehouse. Any required improvements to infrastructure will be made with the development of the site.
The site and its conditions are suited for and appropriate to the proposed future land use.	The site and its conditions are suited for and appropriate for the proposed future land use as the Property is large in size, is compatible with the adjacent land uses, and is adjacent to SH 130 and HWY 79 which is an ideal location for a successful business park and warehouse.
The proposed future land use does not threaten the public health, safety and welfare.	The proposed future land use does not threaten the public health, safety and welfare.
The proposed future land use does not create a public nuisance, or have an adverse impact on surrounding properties or the natural environment.	The business park and warehouse development will generate relatively low traffic, which will primarily use SH 130 and HWY 79, reducing any nuisance to adjacent properties. Additionally, there is a floodplain on the site and the project will comply with all requirements related to floodplain.
The proposed future land use does not threaten scenic, natural or historic resources.	The proposed future land use does not threaten scenic, natural or historic resources. The only aforementioned resource on the site is a floodplain, which the project will comply with all requirements related to development near a floodplain.
The proposed future land use addresses a community need.	The proposed future land use will address a community need by providing tax revenue to Hutto, employment opportunities and required traffic and infrastructure improvements.
The proposed future land use corrects a clerical or administrative error on the future land use map.	N/A
The proposed future land use results in a logical and orderly development pattern.	The proposed future land use results in a logical and orderly development pattern as the Property is consistent with existing surrounding land uses and is adjacent to two major thoroughfares which is necessary for a successful business park and warehouse facility.
The proposed future land use is not merely intended to confer a benefit to the property owner.	The Property was selected for this project because it is adequately sized, has similar adjacent uses and has good access to two major thoroughfares. The proposed future land use is logical for the benefit of the greater Hutto community.
The site is a legal building lot.	The project will legally plat the lot prior to development.

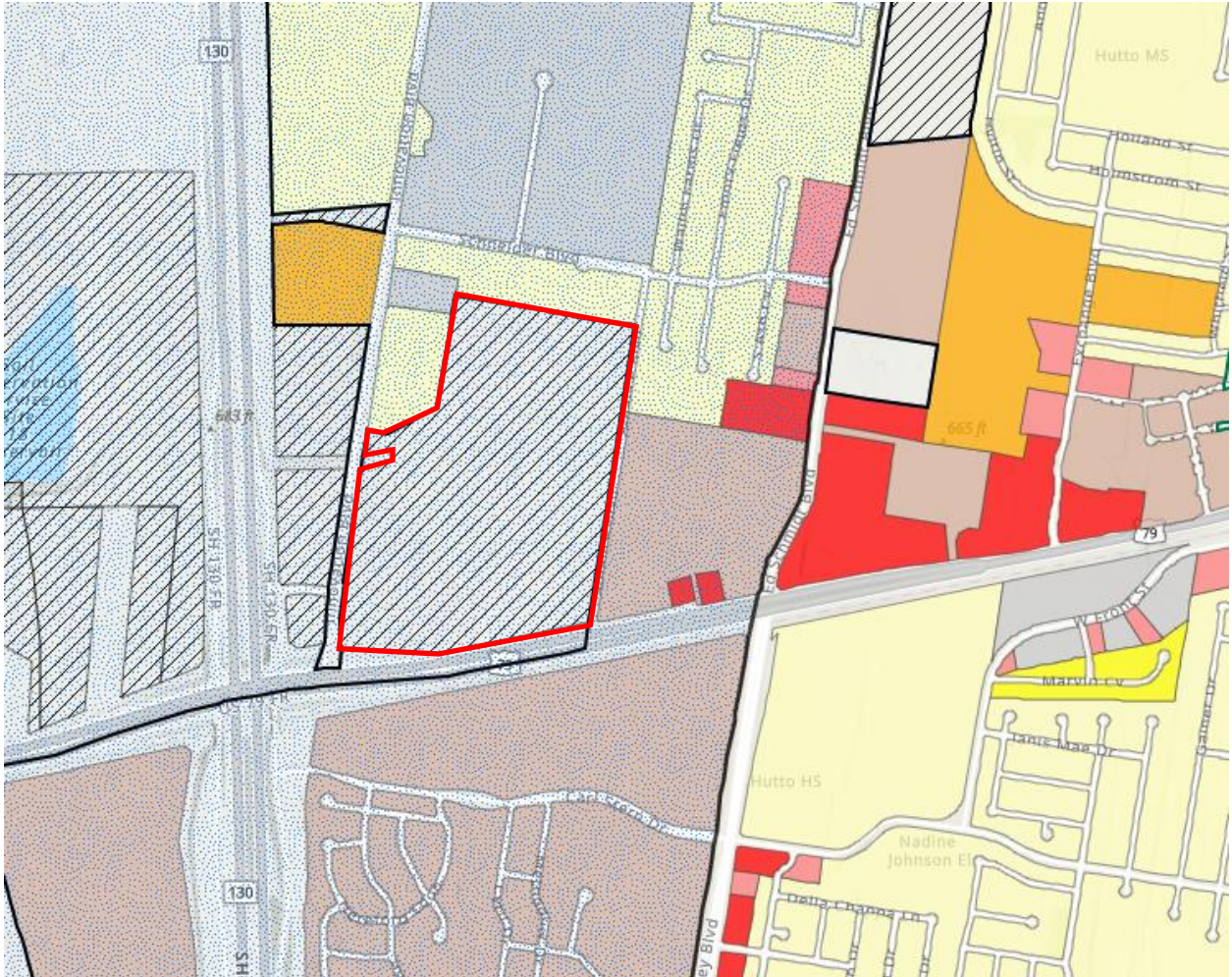
FLUM Amendment Application Criteria

Criteria	Response
How the proposed change will enhance the site and the surrounding area.	The proposed change will enhance the site and the surrounding area by allowing for a business park and warehouse facility which is compatible with the existing adjacent uses and the ideal access to major roadways (SH 130 & HWY 79).
Will the proposed amendment benefit the City as a whole? Will the proposed amendment enhance economic development within the City?	The proposed amendment will allow for a business park and warehouse facility which will generate taxes for Hutto through an initial capital improvement and sales tax. Additionally, the Property will be annexed into the City ensuring that tax revenue will go to the City of Hutto. The project will also provide employment opportunities for residents of Hutto to work where they live.
Whether the necessary infrastructure is already in place or how this will be provided and the funding request.	A Service Extension Request is in review and there are no funding requests at this time.
How the proposed change reflects the vision and goals as identified in the 2040 Comp Plan.	The project aligns with many of the visions and goals for the 2040 Comp Plan. Most impactfully, a business park and warehouse project will create economic opportunity and create an “open for business” culture by providing much needed business and warehouse space for businesses to occupy in an ideal location.
How the subject property is compliant with surrounding land uses and zoning.	The surrounding uses are major roadways to the west and south and industrial uses to the north and west. Therefore, this proposed change will be complimentary to the existing uses.
How the proposed land use impacts adjacent areas – whether the proposed land use impacts existing areas and the uses shown on the Future Land Use Map.	The proposed land use will generate very little traffic and will primarily use SH 130 and HWY 79 as access, avoiding the City center, therefore it is not expected that the adjacent land uses will be impacted.
Whether uses adjacent to the proposed land use are similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility. If adjacent uses are dissimilar, how compatibility will be addressed.	Adjacent land uses are similar in nature. There is a small portion of the property which has SF-1 across from Alliance. This will be greatly considered in the design of the project to have a little impact as possible, including screening, setbacks and access.
How the proposed land use is a better benefit to the public health, safety and welfare of the community than the current designation of future land use.	The proposed land use is a better benefit because it is more compatible with the existing adjacent land uses and is an ideal location near the existing transportation network.
How the proposed land use contributes to the City’s long-term economic well-being. Provide an updated mix of the land use breakdown for the city with the request outlining which development sector of the city will have the increase.	The proposed amendment will allow for a business park and warehouse facility which will generate taxes for Hutto through an initial capital improvement and sales tax. Additionally, the Property will be annexed into the City ensuring that tax revenue will go to the City of Hutto. The project will also provide employment opportunities for residents of Hutto to work where they live.

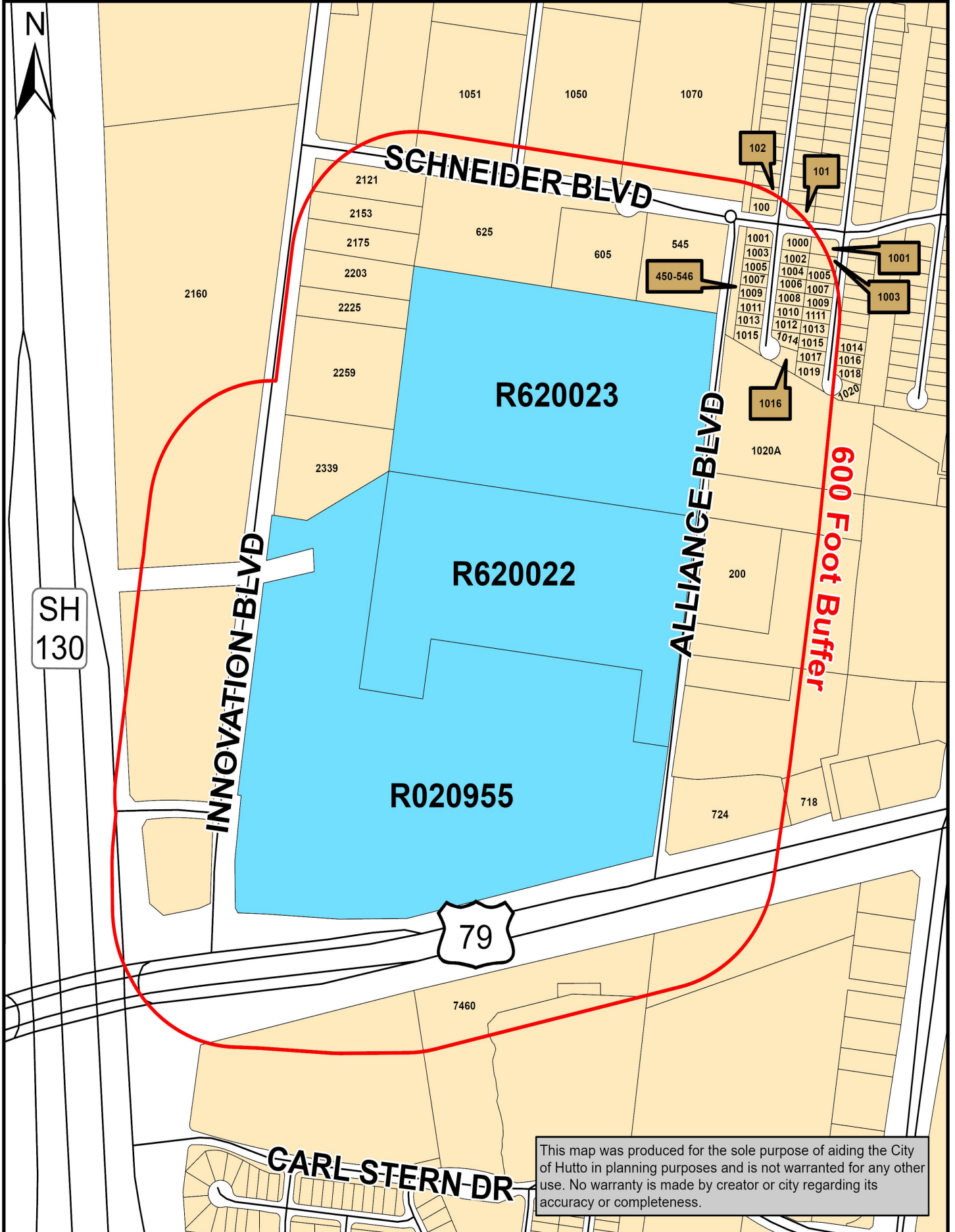
Location Map



Future Land Use Map



Ironwood Zoning Light Industrial



Autumn Speer

From: Steve Rogers <alamomini@sbcglobal.net>
Sent: Tuesday, April 19, 2022 7:37 PM
To: Planning
Cc: hutto@alamoministorage.com
Subject: 117.64 Acre Ironwood Tract - Hearing Date 5/3/22
Attachments: Alamo Hutto Drainage Easement.pdf

We represent Alamo Hutto Mini-Storage Ltd., owners of Lots 7 & 8 Block A of 108 Commercial Park, 2339 Innovation Blvd., Hutto, Texas 78634, and of Alamo Hutto Mini-Storage operating on that property. We want to express our concern about the proposed development. We have a conflict in San Antonio that day but we believe we will be able to make it to the meeting.

When we purchased our property in 2005 in anticipation of developing a mini-storage facility, approximately one-third of the southeastern part of the property was encumbered by a drainage easement. Other than that easement, no part of the property was in the FEMA flood plain.

Over the years, development upstream increased impervious cover, increasing water flow in the easement. A culvert was added underneath Innovation Blvd. when it was renamed from County Road 108 and rebuilt, which brought additional water into the drainage easement from the west side of the street. There is a sharp turn in the drainage ditch where the culvert dumps additional runoff, which slows the water flow through the easement at that point.

When we refinanced the mortgage in 2017, we discovered that these changes meant that a portion of our property was now in the flood plain that was not in it before. This causes us the added expense of flood insurance. We are being taxed on a large portion of our property, which is undevelopable, and in fact, has a negative value since the cost of cleaning the drainage easement has been over \$10,000.00 each time. An industrial business park will increase the impervious cover of most of the 117 acres, thereby adding a tremendous amount of water to the drainage easement, which will in all likelihood, cause even more of our property to be in the flood plain, putting our customers' stored goods in danger, increasing our flood insurance costs and possibly jeopardizing our ability to develop the remaining portion of our land.

We object to this rezoning unless our concerns are addressed.

Thank you,
Steve Rogers
General Manager
Alamo Mini-Storage Companies
210-824-7591



Virus-free. www.avg.com

ADDRESS:
2239 INNOVATION BLVD
DALLAS, TEXAS 75234



State of Texas:
County of Travis:

The undersigned does hereby certify that this survey was this day made on the property legally described hereon and is correct, and this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category A- Conditions I Survey

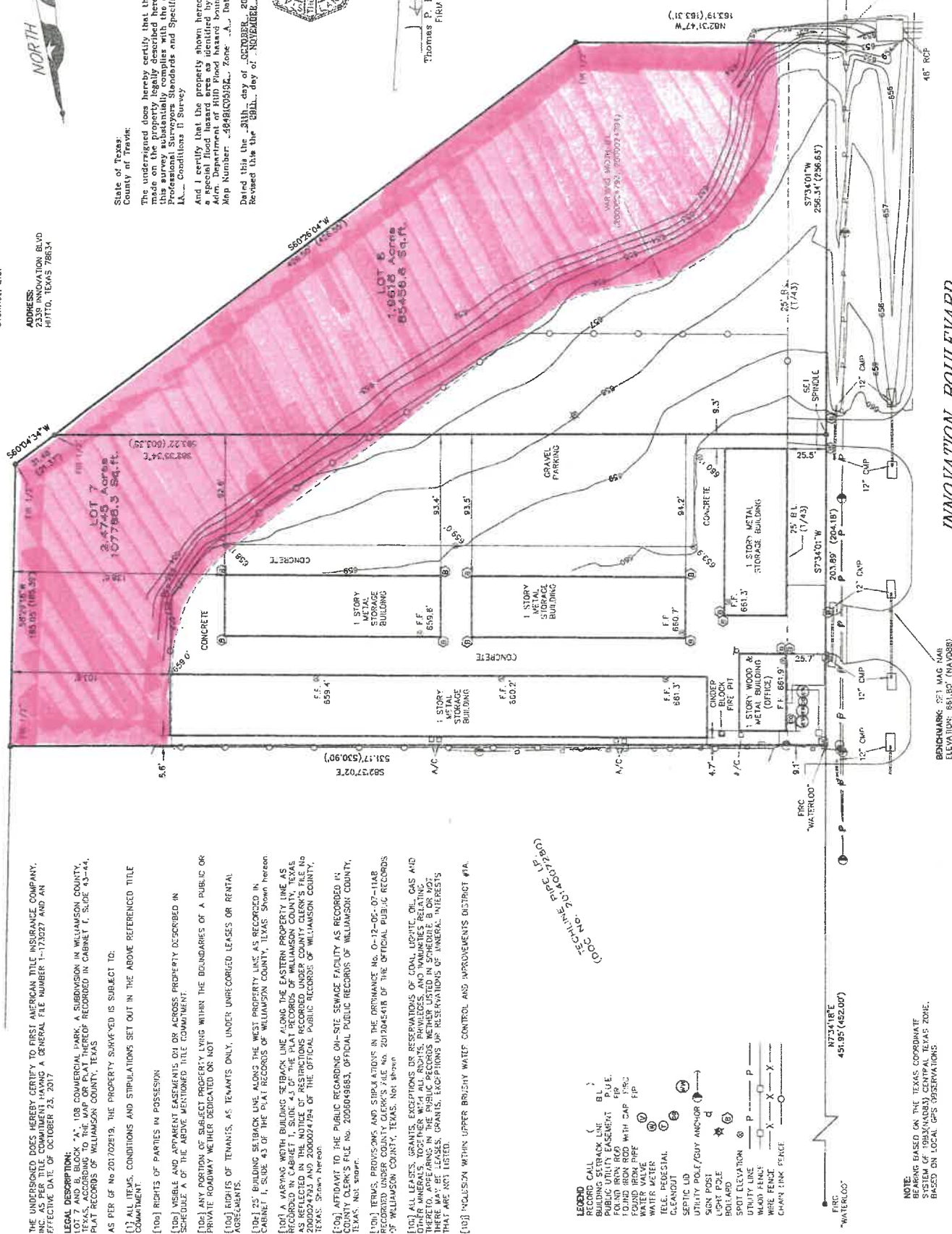
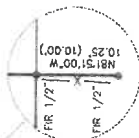
And I certify that the property shown hereon IS PARTIALLY within a special flood hazard area as identified by the Federal Insurance Administration, Department of HUD Flood hazard boundary map revised as per Map Number: 4849(CV95)Z, Zone: "A", Date: 9/28/2009.

Dated this the 31st day of OCTOBER, 2017.
Revised this the 28th day of NOVEMBER, 2017.



Thomas P. Dixon R.P.T.S. #8224
FIRM #10124400

ALPHA 79 INVESTMENT
ASSOCIATES
(VOL. 1120) PG. 6341



INNOVATION BOULEVARD

NOTE:
BEARING BASED ON THE TEXAS COORDINATE
SYSTEM OF 1983(NAD83) CENTRAL TEXAS ZONE.
BASED ON LOCAL GPS OBSERVATIONS

P.O. Box 160175, Austin, Texas 78716-0176 Phone: 481--9602

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ORDINANCE NO. O-2022-026

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HUTTO, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO CHANGE THE ZONING FOR APPROXIMATELY 117.64 ACRES, LOCATED ON THE NORTH SIDE OF HIGHWAY 79, KNOWN AS IRONWOOD TRACT, 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 3th day of May, 2022, and;

WHEREAS, on the 19th day of May, 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) Consistency (or lack thereof) with the Comprehensive Plan; and
- 2) Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and
- 3) Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment; and
- 4) Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment; and
- 5) Availability of water, wastewater and stormwater facilities suitable and adequate for the proposed use.

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

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and **APPROVED** on first reading on this the **19th** day of **May, 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.

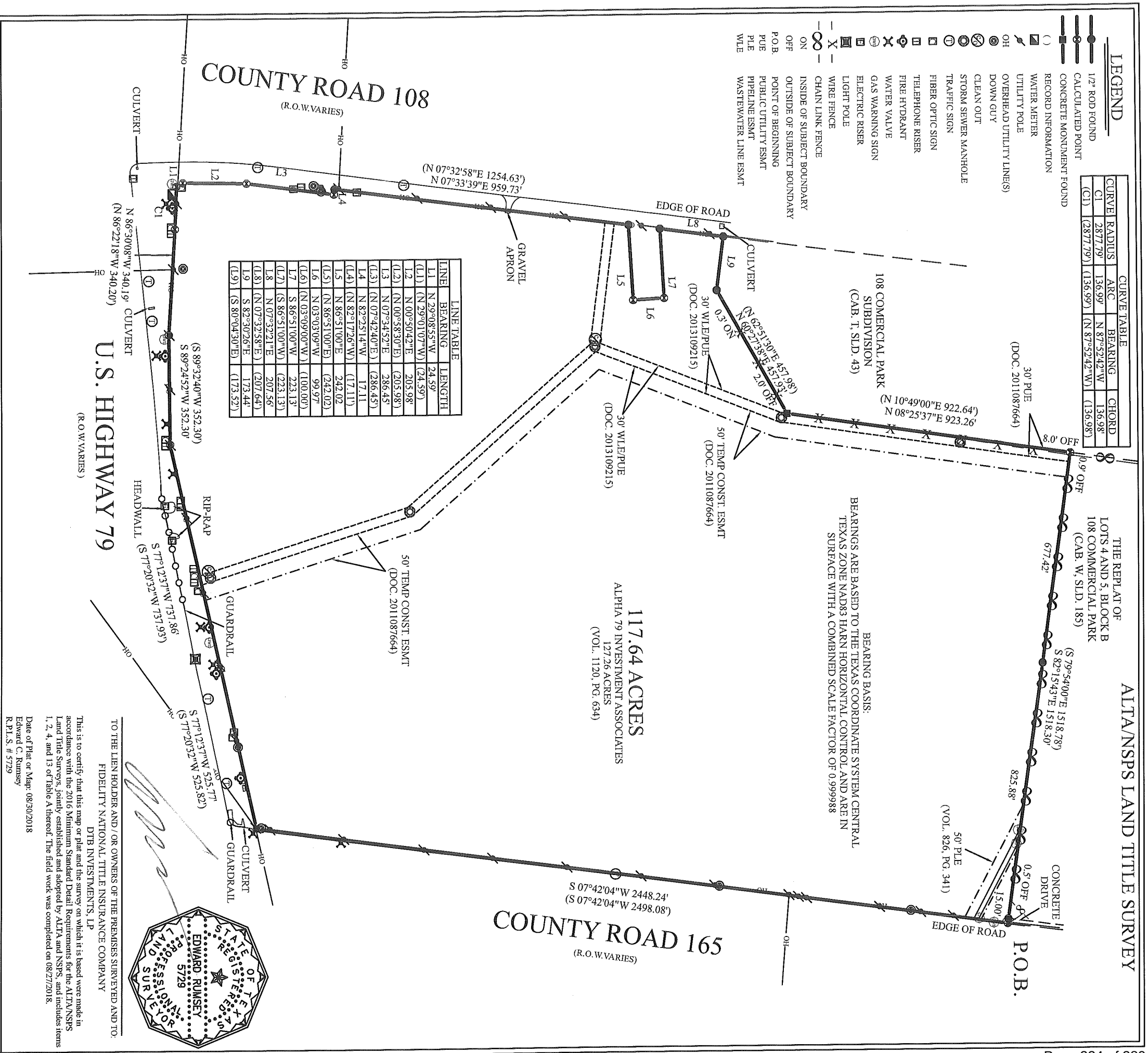
READ, PASSED and **ADOPTED** on first reading of ordinance this **19th** day of **May, 2022** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

Angela Walton, City Secretary



SUBJECT TO ELECTRICAL TRANSMISSION LINE EASEMENT RECORDED IN VOL. 297, PG. 237, UNABLE TO PLOT.

SUBJECT TO WATER LINES EASEMENT RECORDED IN VOL. 563, PG. 514, (BLANKET TYPE)

TELECOMMUNICATIONS SYSTEM AND LINES EASEMENT RECORDED IN VOL. 625, PG. 519 AND VOL. 649, PG. 686. (DO NOT AFFECT)

SUBJECT TO A 50' PIPELINE EASEMENT RECORDED IN VOL. 826, PG. 341.)

SUBJECT TO CONSTRUCTION EASEMENT RECORDED IN DOC. NO. 2011087664

SUBJECT TO WASTEWATER LINE AND PUBLIC UTILITY EASEMENT RECORDED IN DOC. NO. 2013109215.

SUBJECT TO POSSESSION AND USE AGREEMENT RECORDED IN DOC. NO. 2005083910.

SUBJECT TO RESTRICTIONS IN DEED RECORDED IN DOC. NO. 20050885244.

SUBJECT TO CITY OF HILTO ORDINANCE NO. 12-19-054 RECORDED IN DOC. NO. 2006002525.

SUBJECT TO ANNEXATION DEVELOPMENT AGREEMENT RECORDED IN DOC. NO. 2012021416.

SUBJECT TO LEASE ADDENDUM RECORDED IN DOC. NO. 2002094372 AND AFFECTED BY RELEASE IN DOC. NO. 2006023959.

LEGAL DESCRIPTION

BEING 117.64 ACRES OF LAND OUT OF THE MARTIN STROUSE SURVEY, ABSTRACT NO. 587, IN WILLIAMSON COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN ALPHA 79 INVESTMENTS ASSOCIATES 127.26 ACRE TRACT AS RECORDED IN VOLUME 1120, PAGE 364, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN 8.848 ACRES OF LAND CONVEYED TO WILLIAMSON COUNTY IN DEED RECORDED IN DOCUMENT NUMBER 2002064773, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THAT CERTAIN 0.801 ACRES OF LAND CONVEYED TO THE STATE OF TEXAS IN DOCUMENT NUMBER 2005088244, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 117.64 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

		ALLSTAR Land surveying 9020 ANDERSON MILL RD AUSTIN, TEXAS 78729 (512) 249-8149 PHONE (512) 331-5217 FAX TBRLS FIRM NO. 10135000	
F.L.R.M. MAP INFORMATION THIS PROPERTY DOES LIE WITHIN THE 100 YEAR FLOOD-PLAIN, AND HAS A ZONE "A" RATING AS SHOWN ON THE FLOOD INSURANCE RATE MAPS F.L.R.M. MAP NO. 48491C0515E PANEL: 0515E DATED: 09/26/2008 THIS CERTIFICATION IS FOR INSURANCE PURPOSES ONLY AND IS NOT TO BE USED AS A GUIDE TO THE PROPERTY. WILLSON WILL NOT FLOOD CONTACT YOUR LOCAL FLOOD PLAIN ADMINISTRATOR FOR THE CURRENT STATUS OF THIS TRACT.		ADDRESS DTB INVESTMENTS, LP 0 U.S. HIGHWAY 79 HUTTO, WILLIAMSON COUNTY, TEXAS.	
SURVEY DATE:	AUGUST 30, 2018	FIELDED BY:	JONATHAN MOHR
TITLE CO.:	FIDELITY NATIONAL TITLE	CALC. BY:	CHRIS ZOTTER
G.F. NO.:	AUT-13-671-AUT18006456L	DRAWN BY:	ADRIEL LOPEZ
JOB NO.:	A0807118	RPLS CHECK:	EDWARD RUMSEY

AGENDA ITEM REPORT

11.4.



To: City Council
Subject: Hold a public hearing and consider action for UDC Amendment, amending the Code of Ordinances (2020 Edition, as amended), Chapter 4 Section 10.403.3 Lot Dimensions and Area and 10.406.3 Single household detached and two to four household residence design to amend requirements for garage door width and to add language for residential alleys. (First Reading) (Ashley Lumpkin)
Meeting: Thursday, May 19, 2022
Department: Development Services /
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

Staff is proposing an amendment to the UDC to remove the 'or the area including the garage door and 4 ft. around the garage door, whichever is wider' from the garage width calculation as well as being very specific about more narrow lots requiring alleys.

SUMMARY OF REQUEST:

Since the first adoption in 2012, the UDC has contained the following language:

10.406.3.3.1 Front-loading garages

New housing development must avoid front elevations, resulting in a streetscape dominated by the sight of garage doors. A front-loading garage, or the area including the garage door and 4 ft. around the garage door, whichever is wider, may occupy no more than 50% of the house linear frontage, and may protrude no more than 6 ft. from the longest front wall.

The code is clear in stating the desire to not have streets lined with garages, reducing the appearance of garages along the streetscape. However, the homes being built to this standard have not resulted in a more varied streetscape or fewer garages facing the street. The UDC was also remiss in not including that 45-foot lots should be alley loaded, which is proposed in this amendment. The result is that lots can be platted with a 45-foot width and the homes will not meet the UDC standards at building plan approval.

Staff is proposing to add language to require 45-foot lots to have alleys, thus reducing the garage frontages along the street. In addition, staff is proposing to remove the "and 4 ft. around the garage door" as that calculation has not resulted in less garages facing the street throughout the developments in Hutto and has not made a demonstrative difference in the streetscape.

AGENDA ITEM REPORT

11.4.



STAFF REVIEW:

Please see the attached redline.

FINANCIAL IMPACT:

None at this time.

POLICY IMPLICATIONS:

Not applicable.

ATTACHMENTS:

ORDINANCE NO. O-2022-027

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE CODE OF ORDINANCES (2020 EDITION, AS AMENDED), CHAPTER 4 SECTION 10.403.3 LOT DIMENSIONS AND AREA AND 10.406.3 SINGLE HOUSEHOLD DETACHED AND TWO TO FOUR HOUSEHOLD RESIDENCE DESIGN; EFFECTIVE DATE AND EXPIRATION, REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, an amendment has been presented to the City Council of the City of Hutto, Texas to amend the Code of Ordinances (2020 Edition), Chapter 16, Article 16.02 Unified Development Code (UDC), incorporating amendments into Chapter 4, Section 10.403.3 and 10.406.3, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 3rd day of May, 2022, and;

WHEREAS, on the 19th day of May, 2022, after proper notification, the City Council held a public hearing on the proposed amendment, and;

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

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

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

SECTION I.

1.

That the Code of Ordinances (2020 Edition), Chapter 16, Article 16.02 Hutto Unified Development Code (UDC), Chapter 4, Section 10.403.3 and 10.406.3 is hereby amended to include the changes described in **Exhibit "A"** 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 first reading on this the 19th day of May, 2022 at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this 19th day of May, 2022 at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

Angela Walton, City Secretary

10.401.1 Lot dimensions and area

Required lot dimensions and area are:

	Zoning district										
	SF-R	SF-1	SF-1 alley load, cul-de-sac or detached garage	SF-1 zero lot line	SF-1 village	SF-2	MF	MH	B-1	B-2	LI/I
Lot area (min)	87,120 sq. ft. (2 ac)	7,800 sq. ft.	5,500 sq. ft.	5,000 sq. ft.	4,500 sq. ft.	4,500 sq. ft.	20,000sq.ft.	217,800 sq. ft. (5 a c)	43,560 sq. ft. (1 ac)	43,560 sq. ft. (1 ac)	87,120 sq. ft. (2 ac)
Lot width at building line (min)	200 ft.	60 ft.	50 ft.	45 ft.	45 ft.	45 ft.	100 ft.	200 ft.	100 ft.	100 ft.	200 ft.

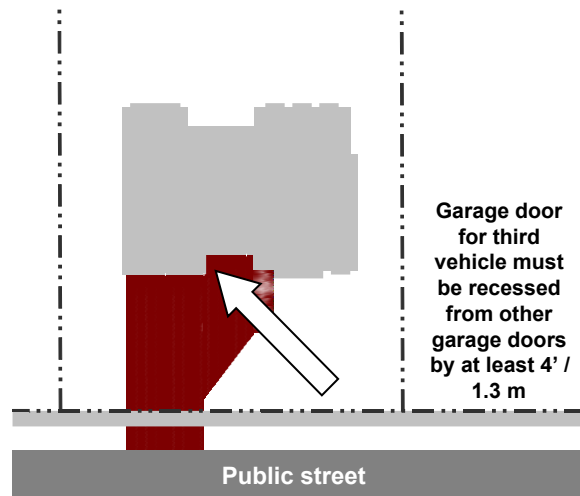
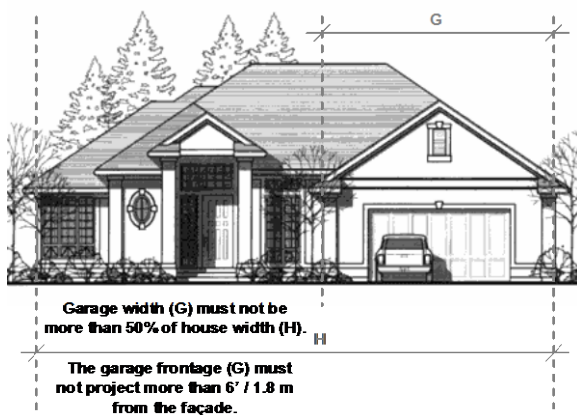
- Flag lots must have at least 50 ft. frontage along a public right-of-way.
- Width to depth ratio of lots for single household and two household dwelling developments shall be at least 1:3, as determined by the smallest rectangle enclosing the extreme limits of the lot.
- Within a townhouse development, internal lots for the purpose of individual ownership of dwellings with undivided interest in the common areas and facilities may be less than 4,500 square feet in area and have a lot width less than 45 feet.
- **Single Family lots with a width of 45 ft or less shall have rear-loading garages.**

Lot configuration standards, governing the arrangement of lots in a subdivision, are in Section 10.202.2.

10.406.1.1 Garages

10.406.3.3.1 Front-loading garages

New housing development must avoid front elevations resulting in a streetscape dominated by the sight of garage doors. A front-loading garage, ~~or the area including the garage door and 4 ft. around the garage door, whichever is wider,~~ may occupy no more than 50% of the house linear frontage, and may protrude no more than 6 ft. from the longest front wall.



AGENDA ITEM REPORT

11.5.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2022-015 amending Article 14.03, Noise, of the Code of Ordinances to establish regulations for permits for concrete installation during non-construction hours. (First Reading) (Ashley Lumpkin)
Meeting: Thursday, May 19, 2022
Department: Legal /
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

As a result of complaints from neighborhoods near construction work areas, specifically related to noise from concrete pours, staff has reviewed the ordinance and is making recommendations to address concerns.

The proposed ordinance:

- Establishes permits for concrete installation during non-Construction Hours in the B-1, B-2, LI, and I Zoning Districts;
- Requires the Director of Development Services to act on the permit application within 10 days of being deemed administratively complete. Otherwise, it is automatically deemed denied;
- Provides the permit duration may not exceed 72 hours;
- Times permitted will be Monday - Friday 7:00 am - 8:00 pm, Saturday 9:00 am - 7:00 pm, Sunday is prohibited;
- Requires two written notices to property owners, neighborhood associations, and homeowners associations within 600 ft. The notice must be given before the 15th day before the commencement of construction work subject to permit;
- Provides requirements for sound and light management plan; and
- Establishes bases for permit denial and appeal process to City Manager.

SUMMARY OF REQUEST:

The staff is recommending additional changes consistent with other notifications regarding noise, for example Brushy Creek Amphitheater.

Recommendations include:

AGENDA ITEM REPORT

11.5.



Keeping Friday the same as the weekdays. However, Saturday allowed times would be from 9 am to 7 pm.

Instead of sending notices to neighborhood associations as there may not always be an association, for BCA we require notices to the residents by postcard or doorhanger. Staff recommends the same method of notification for construction pours.

Staff recommends increasing the distance from 100 ft to 600 ft to ensure the distance included is enough.

STAFF REVIEW:

FINANCIAL IMPACT:

NA

POLICY IMPLICATIONS:

(10) Construction Work. The erection, including excavation, demolition, alteration or repair work, on any building other than between the hours of 7:00 a.m. and 8:00 p.m. Monday through Friday and between the hours of 9:00 a.m. and 7:00 p.m. on Saturday (collectively "Construction Hours"), except in case of urgent necessity in the interest of public safety and convenience, and then only by permit pursuant to section 14.03.004.

(A) Nighttime Construction Work applications shall be limited to concrete pour activities in industrial or commercial zoned property that would not otherwise be achieved between Construction Hours.

(B) The City Director of Development Services shall grant or deny an application for Nighttime Construction Work submitted in accordance with Section 14.03.004(A)(1)-(6) within Ten (10) business days of initial submittal. If no response for approval or denial is received within 10 days of submission, the application will be granted as denied.

(C) Upon approval of a Nighttime Construction Work application, the applicant shall provide a fifteen (15) day written notice specifying the date and duration of the pour activities scheduled to take place to all neighborhood associations and residents within 600 FT of the pour activities.

ATTACHMENTS:

ORDINANCE NO. O-2022-015

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING ARTICLE 14.03, NOISE, OF THE CODE OF ORDINANCES TO ESTABLISH REGULATIONS FOR PERMITS FOR CONCRETE INSTALLATION DURING NON-CONSTRUCTION HOURS; AND PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

WHEREAS, the City of Hutto, Texas, (the “City”), is a home rule city operating pursuant to the laws of its Charter and of the State and Texas, by and through its duly elected City Council members; and

WHEREAS, the Hutto City Council desires to establish procedures and regulations for non-peak hour permits for concrete installation; and

WHEREAS, the City Council finds certain amendments to the Code of Ordinances are necessary to meet changing conditions and are in the best interest of the City; and

WHEREAS, the City finds that this ordinance was passed and approved at a meeting of the City Council of the City of Hutto held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting; and

WHEREAS, the City Council has determined that all prerequisites to the adoption of this Ordinance have been met.

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

Section 1. Findings of Fact: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 2. Enactment: Chapter 14, Article 14.03 of the Code of Ordinances of the City of Hutto, is hereby amended to read in accordance with **Attachment A** which is attached hereto and incorporated into this Ordinance for all intents and purposes. Underlined and italicized text shall be added, and struck-through and bracketed text shall be deleted as indicated in **Attachment A**.

Section 3. Repealer: All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 5. Codification: The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 6. Passage: Pursuant to Section 3.13 of the Hutto City Charter, the Council determined that the first reading of this ordinance is sufficient for adequate consideration by an affirmative vote of four or more members of the City Council during the first reading and the requirement for reading this Ordinance on two separate dates with was dispensed with by the affirmative vote of four or more members of the City council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon second reading.

Section 7. Effective Date: This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

Section 8. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ and APPROVED on the first reading this the _____ day of _____ **2022.**

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

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Walton, City Secretary

(SEAL)

APPROVED AS TO FORM:

Cristian Rosas-Grillet, Assistant City Attorney

Attachment “A”

ARTICLE 14.03 NOISE*

Sec. 14.03.001 Restrictions on decibel levels

(a) Maximum decibel levels. No person shall cause, allow, or permit the making of a noise, in the city limits or within 500 feet outside the city limits, which exceeds 85 dBa during the daytime or 70 dBa during the nighttime as measured pursuant to subsection (b) herein. A violation of this section is hereby declared a nuisance.

(1) Daytime is defined as a continuous time period from 7:00 a.m. to 10:00 p.m.

(2) Decibel level (dB) is defined as the unit of measurement for sound pressure level at a specified location.

(3) dBa is defined as the A-weighted unit of sound pressure level.

(4) Nighttime is defined as a continuous time period from 10:00 p.m. to 7:00 a.m.

(b) Noise measurement. Measurement of noise pursuant to this section shall be in accordance with this section.

(1) Generally.

(A) Noise shall be measured with a sound level meter meeting the standards prescribed by the American Standards Association. The measuring instruments shall be maintained in calibration and good working order. Measurements recorded shall be taken so as to provide a proper representation of the noise being measured. The surrounding environment shall be observed so as to determine if the proximity of background noise to the level of sound being measured renders the proper measurement of the sound impossible. The microphone shall be screened from wind and water and otherwise used in accordance with the manufacturers specifications.

(B) Sound level meter is defined as an instrument which includes a microphone, amplifier, RMS detector, integrator or time average, output meter, and weighting network used to measure sound pressure levels conforming to type 1 or type 2 standards as specified in the latest version of the American National Standards Institute specifications for sound level meters.

(2) Location of measurement. Measurement of noise shall be taken from the real property line of the person alleging a violation of this section from the point closest to the point of origin of the noise.

Sec. 14.03.002 Nuisance declared

(a) Any unreasonably loud, disturbing, unnecessary noise which exceeds maximum decibel levels pursuant to section 14.03.001(a) that is measured in accordance with section 14.03.001(b) thereby causing material distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity thereof is hereby declared to be a nuisance and is hereby prohibited.

(b) Any noise of such character, intensity and continued duration which exceeds maximum decibel levels pursuant to section 14.03.001(a) that is measured in accordance with section

14.03.001(b) thereby substantially interfering with the comfortable enjoyment of private homes of persons of ordinary sensibilities is hereby declared to be a nuisance and is hereby prohibited.

Sec. 14.03.003 Specific noises enumerated

The following acts, among others, are declared to be nuisances in violation of this article, but such enumeration shall not be deemed to be exclusive:

(1) Motor vehicle music amplification or reproduction equipment or other sound-making devices. It is unlawful for any person to operate music amplification or reproduction equipment, or other electronic or mechanical sound-making device, from within a motor vehicle on a street or highway in the city so that the sound is plainly audible at a distance of one hundred (100) feet or more from the motor vehicle. It shall be presumed that the driver of any vehicle being operated on a street or highway is the operator of the sound-making device. The following exceptions shall apply:

(A) The provisions of this subsection shall not apply to any law enforcement motor vehicle equipped with any communication device necessary in the performance of law enforcement duties or to any emergency vehicle equipped with any communication device necessary in the performance of any emergency procedures.

(B) The provisions of this subsection do not apply to motor vehicles used for business or political purposes which in the normal course of conducting such business use sound-making devices.

(C) The provisions of this subsection do not apply to the noise made by a horn or other warning device required or permitted by state law.

(2) Loudspeakers, amplifiers or musical instruments. It is unlawful for any person to operate or cause to be operated a loudspeaker, amplifier or musical instrument that exceeds maximum decibel levels pursuant to section 14.03.001(a) measured in accordance with section 14.03.001(b). "To operate or cause to be operated" shall include:

(A) Causing the device to function or keeping it in operation; or

(B) Supervising or managing other persons who cause the device to function.

(3) State law. A violation of section 42.01(5), Texas Penal Code, constitutes a violation of this article.

(4) Animals and birds. The keeping of any animal or bird which, by causing frequent or long-continued noise, shall disturb the comfort and repose of any person of ordinary sensibilities in the immediate vicinity.

(5) Horns or other signal devices on vehicles. The continued or frequent sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle, except as a danger or warning signal; the creation by means of any such signal device of any unreasonably loud or harsh sound for any unnecessary and unreasonable period of time.

- (6) Operation of vehicles. The running of any automobile, motorcycle or other vehicle so out of repair, so loaded or in such manner as to create loud or unnecessary grating, grinding, jarring or rattling noise, or vibrations.
- (7) Steam whistles. The blowing of any steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work, or as a warning of danger.
- (8) Exhaust without mufflers. The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor vehicle or boat engine, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.
- (9) Devices operated by compressed air. The use of any mechanical device operated by compressed air, unless the noise to be created is effectively muffled and reduced.
- (10) Construction ~~[w]~~Work. The erection, including excavation, demolition, alteration or repair work, on any building other than between the hours of 7:00 a.m. and 8:00 p.m. Monday through Thursday and between the hours of 7:00 a.m. and 7:00 p.m. Friday and Saturday *(collectively "Construction Hours") in a manner that the sound therefrom creates noise that exceeds maximum decibel levels pursuant to section 14.03.001(a) measured in accordance with section 14.03.001(b) within 600 feet of a residential area, church, hospital, hotel, or motel,* except in case of urgent necessity in the interest of public safety and convenience, and then only ~~[by permit pursuant to section 14.03.004]~~ *for the installation of concrete as authorized under section 14.03.0045 (Permit for Concrete Installation During Non-Construction Hours).*
- (11) Excessive noise near schools. The creation of any excessive noise on any street adjacent to any school or institution of learning while the same is in session, which unreasonably interferes with the working of such institutions.
- (12) Loading and unloading vehicles, etc. The creation of any loud and excessive noise in connection with the loading or unloading of any vehicle or the opening and destruction of bales, boxes, crates and containers.
- (13) Peddlers, hawkers and vendors. The raucous shouting and crying of peddlers, hawkers and vendors which disturbs the peace and quiet of the neighborhood.
- (14) Use of drums, loudspeakers, etc., to attract attention. The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention, by the creation of noise, to any performance, show or sale of merchandise.
- (15) Sounding of sirens, etc., on vehicles. The sounding of any siren, horn or other signal device on any automobile, ambulance, truck, motorcycle, bus or other vehicle in the city, except as a danger or warning signal to persons or animals using the streets, sidewalks and public thoroughfares, shall constitute a violation of this article.
- (16) Railroads. The blowing or sounding of any steam whistle, horn or signal device on any engine, locomotive car or vehicle adapted to the rails of a railroad in the city, except as a warning or danger signal to persons or animals approaching, crossing or using the tracks of the railroad, shall constitute a violation of this article.

(17) Use of certain braking devices. Operating or permitting the operation of the engine of a motor vehicle so as to assist in the braking or slowing of the vehicle through the use of gears or through the use of any engine brake or engine-retarding device on any public right-of-way, including but not limited to city or state-maintained roadways, F.M. 685, F.M. 1660, U.S. 79 and S.H. 130, within the corporate limits of the city.

Sec. 14.03.004 Special exceptions

(a) Application. A person seeking a special exception under this section shall complete and file a written application for a special exception with the city manager's office on the form provided by the police department. An application for special exception shall include:

- (1) The name, address, and telephone number of the applicant. If the applicant is a business, the application shall be filled out by the owner or duly authorized agent of the business and shall list the name, address, and telephone number of the business, the responsible owner of the business, and the operator of the business, if different;
- (2) The nature and location of the noise source for which the application is made;
- (3) The time during which the noise will be generated and the level of noise that will occur;
- (4) A signed statement that the applicant has obtained a copy of this article and related rules and agrees to comply with this article, the related rules provided, and the terms and conditions of a special exception issued to the applicant;
- (5) The reason for which the special exception is requested, including the hardship that will result to the applicant, his/her client, or the public if the special exception is not granted; and
- (6) A description of noise control measures to be taken for the applicant to minimize noise and the impacts occurring therefrom and the schedule under which said measures will be implemented.

(b) Restrictions on approval of special exception. No special exception shall be approved unless the city manager and chief of police are satisfied based upon the application and other proof provided by the applicant that:

- (1) Noise levels occurring during the period of the special exception will not constitute a danger to public health;
- (2) Compliance with this article would impose an unreasonable hardship on the applicant or the public without greater benefits to the public; and
- (3) The applicant has fully complied with the application procedures.

(c) Considerations in determining whether to approve a special exception. In making the determination of whether to grant a special exception, the city manager and the chief of police shall consider:

- (1) The character and degree of injury to, or interference with, the health and welfare or the reasonable use of property that is caused or threatened to be caused;
- (2) The value to the community of the activity for which the special exception is sought;

- (3) The ability of the applicant to apply the best practical noise control measures; and
- (4) Proximity to residences at which reasonable persons would be disturbed by the noise.
- (d) Other restrictions.

(1) The city manager and chief of police shall consider each application on the same basis as that used for other similarly situated applicants and shall make each special exception decision free from consideration of race, sex, national origin, religion, the content of speech, or any other factors not provided for in this article;

(2) No special exception shall be approved for the operation of sound equipment at nighttime from a motor vehicle; and

(3) No special exception shall be approved if the applicant has been convicted of more than two violations under this article at the location for which the special exception is sought in the six months prior to the date on which the application is submitted.

(e) Approval or denial of special exception.

(1) The city shall grant or deny the special exception within sixty (60) business days of receiving the properly completed application. An application for the same applicant or location may not be submitted for a period of sixty (60) business days following the denial of an application.

(2) If the city manager and chief of police determine a special exception should be issued pursuant to the criteria established in this section, a special exception shall be issued which states the type of sound allowed, the location at which the sound will be allowed, the maximum decibel level to be allowed, the times at which the sound will be allowed to be produced, and the expiration date of the special exception.

(f) Revocation of special exception. The special exception may be revoked by the city manager and chief of police if the terms of the special exception are violated; if it is learned that there were material misrepresentations made in the special exception application; or if there is a material change in any of the circumstances relied upon by the city manager and chief of police in granting the special exception.

Sec. 14.03.0045 Permit for Concrete Installation During Non-Construction Hours

(a) Eligibility. The following persons or entities may apply for a permit to allow a noise that would otherwise be prohibited by this article:

(1) A person or entity seeking a permit for noise-generating concrete installation prohibited by section 14.03.003(10) in the B-1, B-2, LI or I Zoning Districts.

(b) Application Requirements. A person seeking a permit under this section shall complete and file a written permit application with the City Manager's office on the form provided by the planning department. A permit application shall include the information required by section 14.03.004(a)(1)-(6) and the address or a description of the location of the property where the work will be performed. Such application shall be submitted at least ten (10) business days prior to the

date on which the noise will commence. An application for the same applicant or location may not be submitted for a period of thirty (30) days following the denial of an application.

(c) Permit Issuance. Except as otherwise provided in this article, the Planning Director shall issue a permit to a person who submits an application that meets the criteria established in section 14.03.004(b)-(c) and this section. The Planning Director shall grant or deny an application for Concrete Installation During Non-Construction Hours within ten (10) business days of initial submittal of an application deemed administratively complete. If the Planning Director fails to make a determination on the permit application within ten (10) business days of the initial submittal, then the application is deemed to have been automatically denied.

(d) Permit Duration. A permit issued under this section must state the duration during which the authorized activity may occur. A permit under this section shall be issued for the expected duration of the noise for which the permit is issued unless circumstances determined by the Planning Director warrant a shorter period or sequence of periods.

(e) Restrictions on issuance of the permit. No permit shall be approved unless the Planning Director is satisfied based upon the application and other proof provided by the applicant that:

(1) Noise levels occurring during the period of the permit will not constitute a danger to public health;

(2) Compliance with this article would impose an unreasonable hardship on the applicant or the public without greater benefits to the public; and

(3) The applicant has fully complied with the application procedures, including, without limitation, providing individual notice to surrounding properties of the requested permit.

(f) Notice. To mitigate possible impacts and minimize disruptions to adjacent residential, commercial, and civic uses, the applicant is responsible for ensuring that all delivery, placement, or pouring of concrete permitted under this section complies with the requirements of this subsection.

(1) Written notification of the date range, times, and duration of non-construction hours activity authorized under this section, as well as 24-hour contact information for the individual with primary responsibility for the project, shall be:

(A) provided to property owners, neighborhood associations, and homeowners' associations within 600 feet of the property before the 10th day before the commencement of construction work authorized by this section; and

(B) clearly stated on a sign posted on the property at the construction entrance and visible from the street.

(2) Written notification to the Chief of Police forty-eight (48) hours before each concrete pour.

(g) Sound and Light Management Plan Required. As a condition to approval of a permit under this section, an applicant must comply with a sound and light management plan approved by the Planning Director consistent with the requirements of this subsection.

(1) A sound and light management plan must identify:

(A) where concrete trucks will queue to ensure minimal disruption to adjacent residences, businesses, and civic uses;

(B) where the concrete pump will be located during all phases of construction and provides for an alternate location in the event the Planning Director determines that relocating the pump is necessary to minimize disruption to adjacent residential and civic uses;

(C) the location, materials, and manner of placement of proposed sound mitigation materials, such as sound baffling, on the property, to contain noise from concrete pumps and concrete trucks during high revolutions per minute (RPM) cycles before construction begins; and

(D) the name and cell phone number of the on-site supervisor, who must be on the property during the non-Construction Hours concrete pour.

(2) A sound and light management plan must include provisions that shield after-hour lighting associated with concrete installation from adjacent residential uses.

(3) The Planning Director may require that a sound and light management plan include additional measures or elements that are reasonably necessary to protect public health and safety and to ensure reasonable expectations of a sound environment that does not prevent sleep.

(4) With reasonable notice provided to a permit holder, the Planning Director may modify a sound and light management plan for a project under construction to include additional requirements or modifications that are reasonably necessary to address unanticipated changes to the project or impacts on adjacent properties.

(h) The Planning Director shall deny a permit for non-Construction Hours concrete pour if the applicant has been convicted of more than two (2) violations of this article within eighteen (18) months preceding the date of the application, or if there have been two (2) or more convictions for violations of this article by any person at the physical location for which the permit is sought to be used in the six (6) months preceding the application date.

(i) Revocation of permit. As a condition of permit issuance, the applicant agrees that the permit may be revoked by the Planning Director if the terms of the permit are violated; if it is learned that there were material misrepresentations made in the permit application; or if there is a material change in any of the circumstances relied upon by the Planning Director in granting the permit.

(j) Administrative Appeals.

(1) If the Planning Director denies or revokes a permit under this section, an applicant may appeal the director's decision to the City Manager under the requirements of this section.

(2) An appeal must be filed with the city manager, in writing, no later than the 10th day after the date the decision is issued and must describe the decision being appealed and the specific grounds for the appeal.

(3) No later than the 30th day after receiving a request for an appeal, the City Manager shall schedule a hearing to consider the appeal.

(4) The City Manager may sustain, reverse, or modify the action appealed. The City Manager's decision is final.

Sec. 14.03.005 Exemptions

The following acts and sounds shall be exempt from the requirements of this article.

- (1) The emission of sound for the purpose of alerting persons to an emergency;
- (2) Sound produced by emergency vehicles;
- (3) Sound produced by a vehicle motor in good working order while the vehicle is moving on a public right-of-way, public waterway, airport runway, or railroad;
- (4) Sound produced by any governmental entity in the performance of a governmental function;
- (5) Sound generated by parade spectators and participants in the parade route during a permitted parade; by outdoor celebration participants for the general welfare of the public;
- (6) Sound generated at a religious event, during the daytime, held on premises that are regularly used for worship services;
- (7) The use and operation of bells or an amplified, mechanical bell system in connection with the use and occupancy of a church structure;
- (8) Sound generated from persons of reasonable behavior playing at a park or playground;
- (9) Any utility or roadway maintenance or repairs in residential areas during the daytime and emergency repairs related to public health, safety and welfare of the residents, which are allowed at all hours;
- (10) The sounding of any horn or signal device from a motor vehicle as a warning device.

Sec. 14.03.006 Penalty

Any person convicted of a violation of any provision of this article shall be guilty of a class C misdemeanor and shall be fined in accordance with the general penalty in section 1.01.009 of this code. Each day of violation shall constitute another violation.

AGENDA ITEM REPORT

11.6.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2022-028 establishing an Outside Agency Funding Advisory Committee; and providing for related matters. (City Council)
Meeting: Thursday, May 19, 2022
Department: City Council /
Staff Contact: Angela Walton

BACKGROUND INFORMATION:

City Council discussed organizing a committee to oversee Outside Agency Funding with members of Council that were not on the Nominating Committee. The proposed ordinance establishes the OAF Advisory Committee, consisting of consist of three (3) city council members, each serving a one-year term. In even-numbered years, the council members for Place 1, Place 3, and Place 5 shall serve on the outside agency funding advisory committee. In odd-numbered years, the council members for Place 2, Place 4, and Place 6 shall serve on the outside agency funding advisory committee.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

ORDINANCE NO. O-2022-028

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING ARTICLE 2.02 OF THE CODE OF ORDINANCES BY ADDING A NEW DIVISION 9 TO ESTABLISH AN OUTSIDE AGENCY FUNDING ADVISORY COMMITTEE; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

WHEREAS, the City of Hutto, Texas (the “City”), is a home rule city operating under the laws of its Charter and the State and Texas, by and through its duly elected City Council members; and

WHEREAS, desires to establish an Outside Agency Funding Advisory Committee to review annual applications for City funding and make funding recommendations to the City Council; and

WHEREAS, the City Council finds certain amendments to the Code of Ordinances are necessary to meet changing conditions and are in the best interest of the City; and

WHEREAS, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Hutto held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting; and

WHEREAS, the City Council has determined that all prerequisites to adopt this Ordinance have been met.

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

Section 1. Findings of Fact: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 2. Enactment: Chapter 2, Article 2.02, of the Code of Ordinances of the City of Hutto, is hereby amended by adding a new Division 9 to read in accordance with **Attachment A** which is attached hereto and incorporated into this Ordinance for all intents and purposes.

Section 3. Repealer: All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated herein.

Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 5. Codification: The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 6. Passage: Pursuant to Section 3.13 of the Hutto City Charter, the Council determined that the first reading of this Ordinance is sufficient for adequate consideration by an affirmative vote of four or more members of the City Council during the first reading and the requirement for reading this Ordinance on two separate dates was dispensed with by the affirmative vote of four or more members of the City council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon second reading.

Section 7. Effective Date: This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

Section 8. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ and APPROVED on the first reading this the ___th day of _____ 2022.

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 dates was dispensed with.

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
Angela Walton, City Secretary

(SEAL)

APPROVED AS TO FORM:

By: _____
Cristian Rosas-Grillet, Assistant City Attorney

Attachment “A”

Division 9. Outside Agency Funding Advisory Committee

Sec. 2.02.208 - Creation; composition

There is hereby created the outside agency funding advisory committee of the City. The outside agency funding advisory committee shall consist of three (3) city council members, each serving a one-year term. In even-numbered years, the council members for Place 1, Place 3, and Place 5 shall serve on the outside agency funding advisory committee. In odd-numbered years, the council members for Place 2, Place 4, and Place 6 shall serve on the outside agency funding advisory committee.

Sec. 2.02.209 – Powers and Duties

The outside agency funding advisory committee will advise and recommend the annual expenditure of funds for Outside Agency Funding.

The outside agency funding advisory committee may adopt procedural guidelines for evaluating funding applications.

Sec. 2.02.210 – Advisory Capacity

The outside agency funding advisory committee, in discharging its duties enumerated in this division, shall serve in an advisory capacity only. As such, the outside agency funding advisory committee is not subject to the Texas Open Meetings Act.

AGENDA ITEM REPORT

12.1.



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, May 19, 2022

Department: City Secretary /

Staff Contact: Angela Walton

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

AGENDA ITEM REPORT

12.2.



To: City Council
Subject: Consideration and possible action to direct staff to amend the TIRZ 2 Project and Financing Plan. (Legal)
Meeting: Thursday, May 19, 2022
Department: Legal /
Staff Contact: Cristian Rosas-Grillet

BACKGROUND INFORMATION:

Attached are the documents creating TIRZ 2. The November 7, 2019 minutes and the ordinance creating TIRZ 2 passed on that date. The November 21, 2019 minutes approved second reading. The ordinance approved the TIRZ 2 boundaries but the City never appointed a Board or finalized the preliminary project and financing plan.

The agenda item is to provide staff direction to remove the Perfect Game project and to direct staff to amend the Project and Financing Plan. The potential project may include a retail tract as a major high value retail center that will be anchored by a 60,000 square-foot grocery store and will include major pad sites for restaurants and a mixture of retail and office in a quality atmosphere and architectural features that will provide an upscale, hill country modern feel for the consumer.

Timeline is as follows:

May 19. Council Meeting to direct staff to amend the Project and Financing Plan and get direction on participation agreements with Taxing Units. Staff needs to present a proposal on how the Project and Financing Plan would be amended.

_____. Staff finalizes Project and Financing Plan.

_____. Council Meeting to adopt resolution approving the Amended Preliminary Project and Financing Plan and to adopt a resolution to call a public hearing on the Amended Preliminary Project and Financing Plan and direct publication of the notice of the public hearing.

_____. Newspaper notice published one time no later than 7 days before public hearing.

_____. Council Meeting to hold public hearing on Amended Preliminary Project and Financing Plan. Also, appoint members to TIRZ 2 Board.

_____. TIRZ 2 Board Meeting. Consider approval of the Amended Preliminary Project and

AGENDA ITEM REPORT

12.2.



Financing Plan.

_____. Council Meeting. Approve Amended Preliminary Project and Financing Plan by Ordinance.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

Regular City Council
**AGENDA ITEM
REPORT**



To: Regular City Council
Subject: Public hearing, discussion, and possible consideration and approval of the first reading of an ordinance to create Reinvestment Zone No. Two, City of Hutto, Texas, for the purpose of promoting redevelopment within the corporate limits of the City of Hutto.(Jessica Geray)
Meeting: Regular City Council - 07 Nov 2019
Department: Economic Development
Staff Contact: Jessica Bullock

FINANCIAL IMPACT:

Please see attached Financing Plan for Proposed Tax Increment Reinvestment Zone No. Two (TIRZ #2), TIRZ Public Notice, and Ordinance to create Reinvestment Zone Number Two.

RECOMMENDATION:

Staff recommends that the City Council approve the first reading of an ordinance approving the creation of Reinvestment Zone Number Two.

ATTACHMENTS:

[10_15_19 DRAFT TIRZ Project and Financing Plan V2 \(JB SP IRR Comments3\)_\(002\)](#)
[First Publication TIRZ PH 10.30.2019](#)
[TIRZ Publication](#)
[Ordinance-Creating-Reinvestment-Zone Two \(MS\)](#)



Sports & Health District Tax Increment Reinvestment Zone

Preliminary

Project & Financing Plan

**City of Hutto, TX
Legacy Hutto, LLC**

October 24, 2019

Sports & Health District Tax Increment Reinvestment Zone

Mayor Doug Gaul

Mayor Pro Tem Tom Hines, Place 2

Council Member Scott Rose, Place 1

Council Member Mike Snyder, Place 3

Council Member Peter Gordon, Place 4

Council Member Patti Martinez, Place 5

Council Member Tanner Rose, Place 6

Odis Jones, City Manager

City Staff

Michel Sorrell, Assistant City Manager

Jim Wehmeier, Chief Development Officer

Jessica Geray, Director of Economic Development

William Bingham, City Attorney

Legacy Hutto LLC

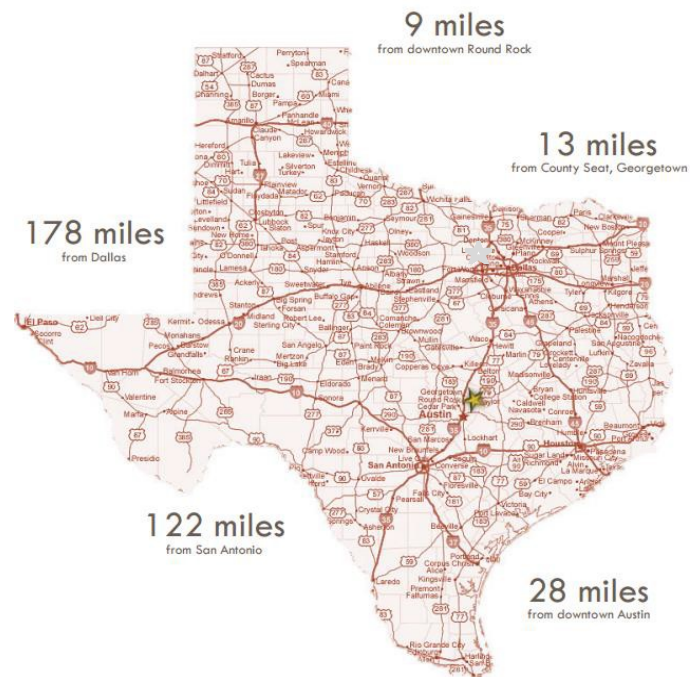
Dan Lowe, Managing Partner

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I. INTRODUCTION

Located northeast of Austin in Williamson County, the fourth-fastest growing county in the State of Texas, the City of Hutto ("the City") has experienced rapid growth since 2000. Once a rural Texas town with a population of 1,250 in 2000; Hutto is now home to over 32,000 people, positioning the City to become a lively and integral part of the Austin Metropolitan region. With recent recognitions including the "Top Place in Texas to Raise a Family", the "#1 Local City (in the Austin area) For Young Couples", "One of the Top 5 Safest Cities in Texas", and "One of the Top 100 Places in Major Markets to Locate a Business", Hutto is consistently ranked as one of the fastest growing and safest cities in the country.



Just 25 minutes from the heart of the Texas State Capitol and 30 minutes from the Austin Bergstrom International Airport via the new SH-130 tollway, the City is well positioned for economic growth. With quick access to State Highway 130, Interstate 35, US Highway 79, and the Union Pacific Red Line, Hutto provides convenient transportation routes to the greater Texas region.

Those who call Hutto home are attracted to its strong sense of community, rich history, affordable housing and attractive neighborhoods, low crime, high performing school district, access to higher education institutions, and plentiful open space; all of which come together to provide a high quality of life just outside of Austin. As the city continues to grow, it aims to be a family-friendly community that provides superior public safety, outstanding fiscal responsibility, a diversified economy, and an exceptional quality of life. Here, the importance of a diverse community is recognized, as it will directly affect the quality of life of the community and its residents.

Given that, the City Council's goal is to take a comprehensive approach towards economic development by focusing their efforts on redevelopment, including the rehabilitation of infill properties such as the Co-Op District, located just west of Hutto's Historic District.

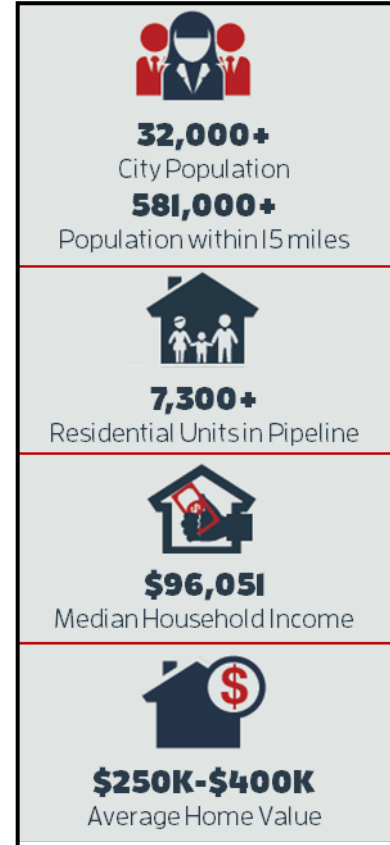
II. HUTTO – AT A GLANCE

Hutto has experienced an eight-six percent (86.0%) change in total population since 2010.

With a median age of 33, Hutto has attracted many young families. Just over half of the population consists of families with children under the age of 18 and adults age 25 to 54. In addition to a growing population within city limits, the City is surrounded by 230,000 people within an 8-mile radius, expanding to over 581,000 people within a 15-mile radius.

An educated workforce is a key to having a dedicated and diverse workforce. With an Independent School District experiencing a 97% graduation rate and access to multiple nationally recognized higher education institutions, the Hutto community is diverse, skilled, and able to adapt to changing needs within the workforce.

The residents of Hutto have high levels of educational attainment with 22 percent of Hutto residents 25 years or older hold a bachelor's degree or higher. Together with a median household income of \$73,855, an average household income of \$80,603 within city limits, and an average household income in the primary trade area of \$93,371, there is a clear demonstration of the desirability and quality of life that the community offers to people who are educated and high-income earners.



ECONOMIC OUTLOOK

As of 2015, approximately 88 percent (88.0%) of the working population commutes an average 27 minutes to work outside the city limits. With .66 jobs per household, it is important for economic stability to achieve a citywide job-housing balance with a goal of at least 1 job for every household. As residential development within the city and its Extraterritorial Jurisdiction (ETJ) increase, it is vital for Hutto to focus on productive growth that creates local jobs and diversifies its tax base. The people of Hutto provide a strong foundation for a workforce and consumer market that will help the city become more regionally and nationally competitive. Hutto is in the early stages of its development cycle and needs to develop the economic diversity and depth of business support infrastructure (capital and non-capital) to be competitive in the larger Central Texas regional and national market.

Given this, the redevelopment of the City's Central Business District, as well as the construction of the additional infrastructure improvements needed to support the desired economic growth, are the key to the creation of a place to live, work and play which will result in a more balanced economy.

III. GROWTH CORRIDORS & INFRASTRUCTURE

ECONOMIC DEVELOPMENT GROWTH CORRIDORS

At present, the City of Hutto lacks significant shovel-ready, or building ready, sites. Water, wastewater and other critical infrastructure key to significant economic development is lacking in certain areas of the City. The City is therefore constrained in terms of being able to accommodate concentrations of quality, career- oriented employment opportunities that are consistent with the City Council's Strategic Plan.

Through the Future Land Use Map (FLUM) planning process, seven (7) key areas were identified as vital employment and growth corridors – areas that can and should become priority focus areas for public and private sector investment and planning for high quality non-residential development over the next 5, 10, and 20 years. The City, during its planning process, considered the following points when considering these corridors along major highways:

- Promoting development compatible with safe, efficient traffic circulation through sound standards for access management, limited installation of curb cuts, and parking facility connectivity;
- Selectively determining appropriate locations and applied design standards for large commercial developments and other high traffic generating uses;
- Setting quality design standards for all commercial development;
- Encouraging mixed-use, clustered and "village center" development types as alternatives to conventional strip center and stand-alone "pad" sites; and,
- Adding regional and community nodes to key intersections.

These employment and growth areas are those that can eventually accommodate significant concentrations of firms in the economic sectors identified previously. Each of these primary employment corridors offers its own distinct locational advantages and attributes, as well as challenges that will be addressed in order to realize their individual and collective potential for Hutto's continued economic growth. One of the seven employment and growth corridor areas identified includes the Downtown area.

HUTTO'S ECONOMIC DEVELOPMENT POLICY

The City of Hutto adopted an Economic Development Policy on July 20, 2017. This policy document identified the use of tax increment financing as a way of redeveloping open or undeveloped land currently experiencing challenges such as obsolete platting, deteriorating structures or other factors, that substantially impair the growth of the city. Downtown Hutto is one of the areas identified as a site that is in need of infrastructure in order to be developed to allow growth to occur. It is currently an undeveloped site, that when developed, will alleviate the immediate and surrounding areas drainage problems and improve traffic circulation east and west, and north and south with proposed improvements to US Highway 79 and a new overpass.

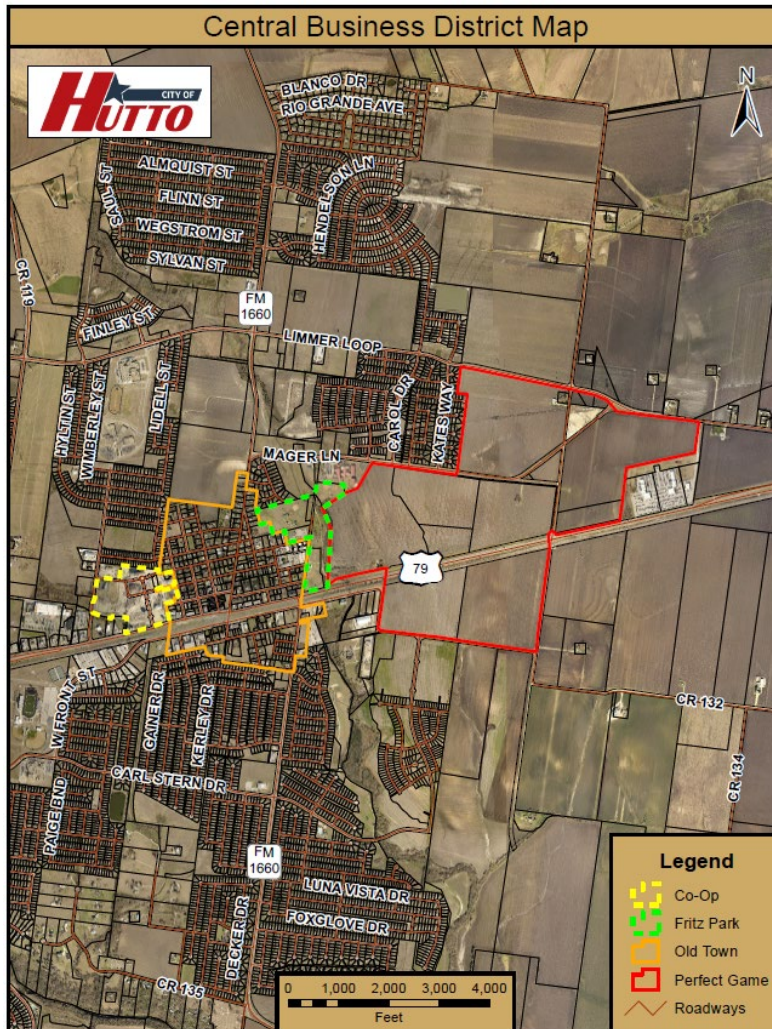
HUTTO CENTRAL BUSINESS DISTRICT

Downtown is a vital intersection of commerce, business, and tourism, and serves as a fundamental cornerstone of our identity and economy. A healthy and vibrant downtown benefits all citizens and businesses of the City. Downtown Hutto is a designated historic district, with a variety of active commercial and retail buildings surrounded by residential and open spaces. With the recently approved City bonds, improvements to drainage and road infrastructure are underway to alleviate drainage and traffic issues and to create a more pedestrian friendly area.

In 2018, the City Council approved the creation of a Tax Increment Reinvestment Zone and Public Improvement District for the Co-Op District, a master-planned, mixed-use development planned for high-density residential, retail, entertainment, hotel, restaurant, civic and office uses. This District anchors the Historic Downtown area to the west and is currently under construction. City Hall is currently open and tenants currently under construction include Flix Brewhouse, Top Notch, and Southside Market & BBQ. Infrastructure for the Co-Op District will tie into the existing and planned improvements for Downtown, extending the Central Business District to the east.

The City has executed a development agreement with Legacy Development and Perfect game to develop a mixed-use site to the west of Downtown anchored around sports entertainment. With Perfect Game as an anchor, the proposed development is expected to generate over one million annual visitors. The proposed mixed-use development plans to include retail, entertainment, restaurant, office, hotel, mixed use, high-density residential, and convention uses. The proposed TIRZ will specifically address public infrastructure needs to include roads, drainage, baseball fields, parking and associated utility needs.

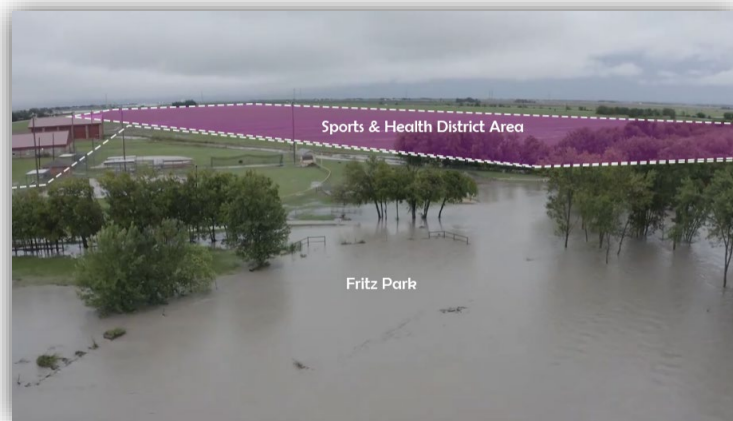
With the addition of the Sports & Health District, Hutto's expanded Central Business District creates two anchors to the Historic Downtown, creating a sense of place for residents and visitors to live, work, and play in Hutto.



IV. THE NEED FOR REDEVELOPMENT

Within and surrounding the City's Historic Old Town, Hutto has experienced flooding and traffic congestion. The City needs infrastructure related to detention, storm sewer and improved road circulation that will not only alleviate local congestion, but regional traffic flow on US Highway 79. These infrastructure improvements will reduce impediments to growth west of Old Town.

The project area is directly adjacent to Cottonwood Creek and Fritz Park which experiences drainage issues and flooding as shown in the image below. It is primarily vacant land that is used for farming and drains towards the Creek. There is also a major powerline that encumbers a large portion of the project area that impacting the ability of the property to develop. Through development of the site, drainage issues will be studied to implement measures to mitigate the impact to the Creek.



Original photo by Adam Grumbo



The following map shows the drainage flow through the project site:

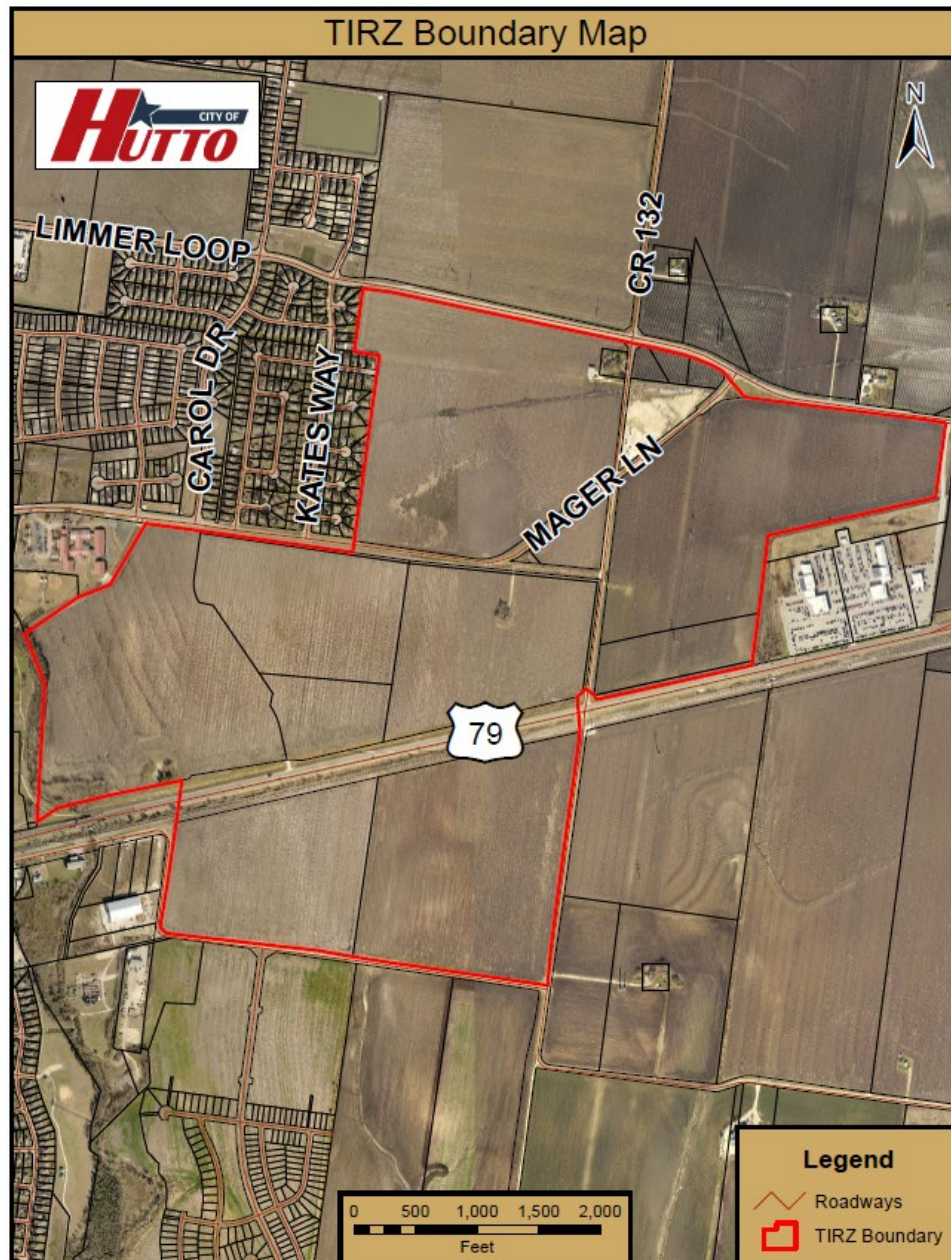


The following is a floodplain map that shows the areas prone to flooding:



PROPOSED TIRZ BOUNDARY

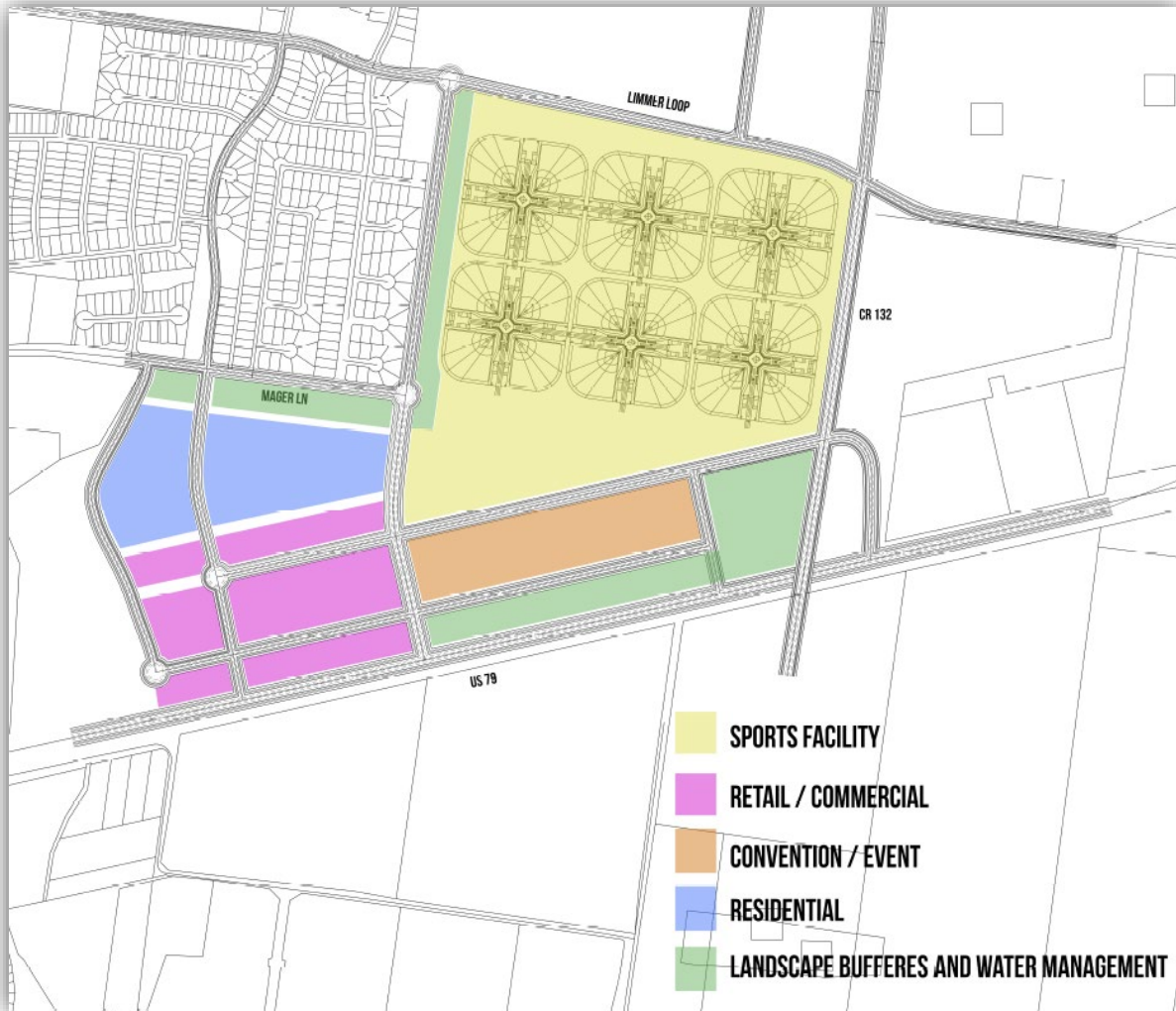
The following map depicts the proposed TIRZ boundary that includes City-owned property of approximately 76 acres, Cottonwood Development Corporation-owned property of approximately 50 acres, and privately-owned property of approximately 334 acres for a total of approximately 460 acres of land.

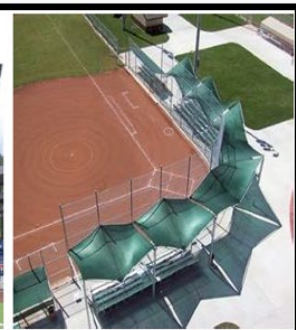
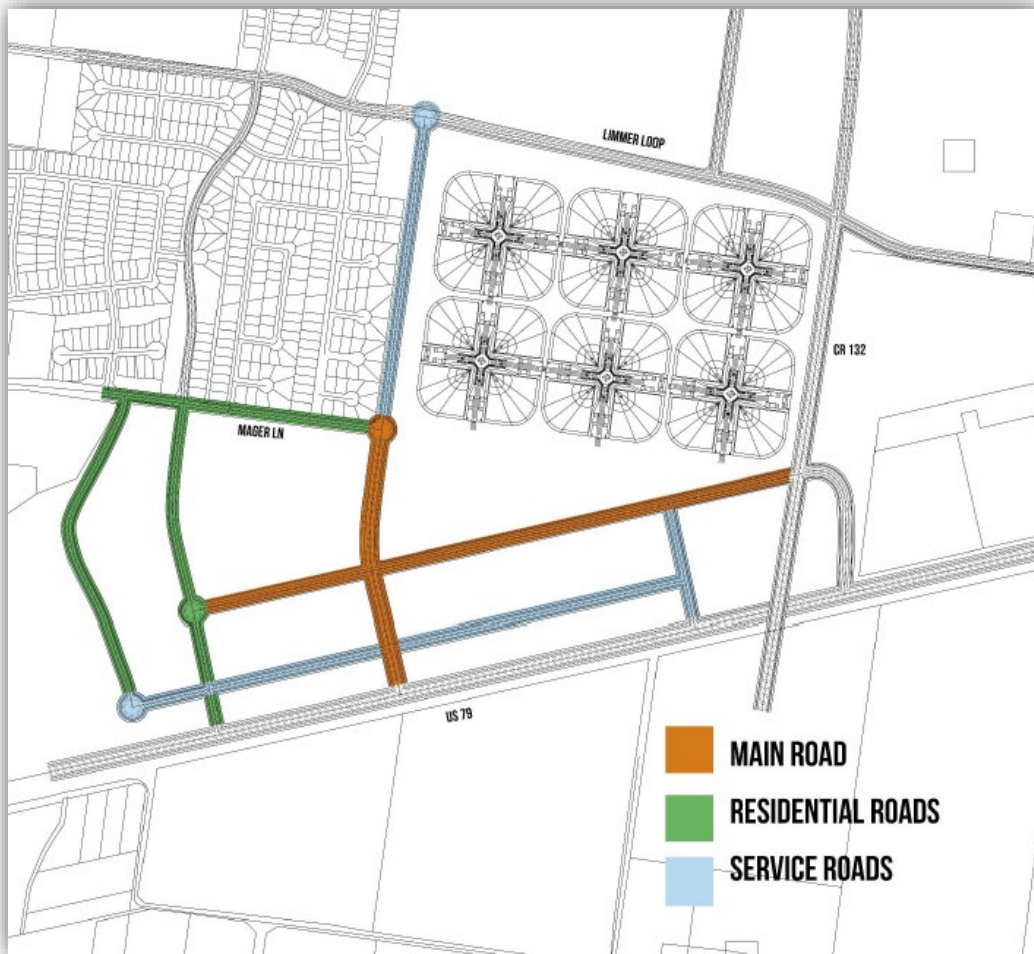


The creation of the TIRZ is necessary as the owners alone cannot fund the public improvements needed to remove the current constraints to the redevelopment and growth of the City.

SPORTS & HEALTH DISTRICT PLANNED UNIT DEVELOPMENT (PUD)

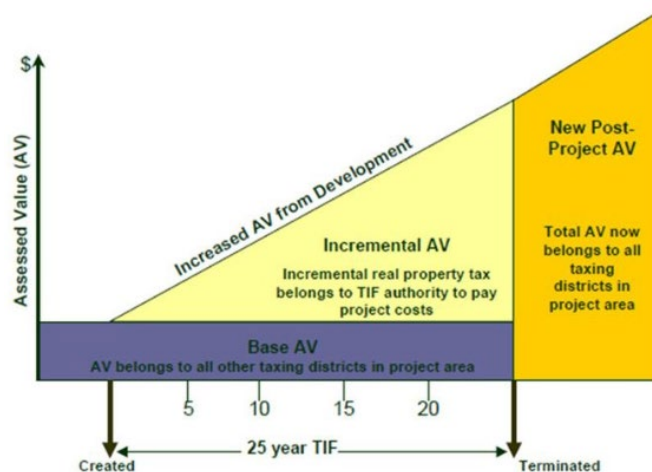
Legacy is preparing and will submit to the City a Planned Unit Development (PUD) that will allow for mixed use and will include Design Guidelines so as to ensure that high quality development is built that matches the development objectives of the City. The following are conceptual development and infrastructure plans for the Project:





V. PRELIMINARY PROJECT PLAN

TIRZ districts permit a jurisdiction, or a group of jurisdictions working together, to permit the incremental fiscal benefits generated by a project to fund the cost of qualified public improvements. Typically, the tax year in which a jurisdiction establishes the TIRZ sets the real property assessed value base (base year). For each year in the life of the TIRZ, a special fund captures the tax revenue generated from the difference between the base-year assessed value and that year's assessed value. Other taxing jurisdictions can choose to direct all or a portion of their tax revenues into the TIRZ, though currently, no other taxing jurisdiction beyond the City is expected to do so. An appointed board of directors ("TIRZ Board") chooses how to spend the money captured in the TIRZ fund based on agreements negotiated between the TIRZ, the effected jurisdictions and an Owner of a project. This value generating process is outlined below:



The exhibit illustrates how rising tax revenue from greater appraised value in a TIRZ zone flows with time to a taxing jurisdiction's general fund and to a TIRZ fund. The sloped lines depict tax revenue rising with time. When the TIRZ expires or terminates, the amount of real property tax revenue to the City will increase sharply since a portion of the real property tax revenue is no longer part of the TIRZ fund. Inclusion of property in a TIRZ zone does not change the tax rate for any property. Tax rates in a TIRZ zone are the same as tax rates outside the zone and within the same set of taxing jurisdictions.

The Sports & Health District TIRZ will be comprised of approximately 360 acres. The City is also currently considering the creation of a Sports & Health District Public Improvement District (the "PID") with potentially the same or similar boundaries.

The TIRZ will terminate on the earlier of (1) the date the TIRZ Board ("the Board") certifies to the City that all project costs have been paid and any monies remaining in the tax increment fund has been paid to the City and other taxing units levying taxes on property within the TIRZ or (2) the date that there is a unanimous determination by all members of the Board that all project costs or other obligations have been paid in full.

PROPOSED DEVELOPMENT PLAN

The Project's proposed development plan, per the Concept Plan presented in Section IV, is generally and preliminarily summarized below:

Use	Square Feet / Units
Restaurant / Retail / Entertainment (square feet)	539,500
Office (square feet)	60,000
TOTAL ESTIMATED SQUARE FEET	599,500
Multi-Family (units)	800
Convention Center / Hotel (units)	500
TOTAL ESTIMATED UNITS	1,300

VI. PRELIMINARY FINANCE PLAN

DESCRIPTION OF PROJECTS WITHIN THE TIRZ

The following table presents the estimated costs of the Authorized Improvements:

Cost Category	Total
Land and Carry Costs	\$25,000,000
Baseball Fields	\$66,000,000
Sitework and Parking	\$29,000,000
Power Line Relocation	\$5,000,000
Convention Center	\$40,000,000
Aquatic Attraction	\$30,000,000
Building Construction	\$10,000,000
Contingency	\$18,100,000
Project Management	\$9,050,000
Total	\$ 232,150,000

PROPOSED TIRZ PROJECTS

Section 311.002 of the Tax Increment Financing Act defines project costs as "the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public Improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations."

PROJECT COSTS

- Capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
- Financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
- Real property assembly costs;
- Professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
- Imputed administrative costs, including reasonable charges for the time spent by employees of

the municipality or county in connection with the implementation of a project plan;

- Municipality or county in connection with the implementation of a project plan;
- Relocation costs;
- Organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
- Interest before and during construction and for one year after completion of construction, whether or not capitalized;
- The cost of operating the reinvestment zone and project facilities;
- The amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
- The costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and,
- Payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

METHOD OF FINANCING

The real property that makes up the TIRZ is expected to be developed in one or more phases with the TIRZ financing Authorized Improvements as approved by the City.

The City plans to issue TIRZ Bonds to finance the costs that make up the TIRZ Projects. It is agreed that the base taxable value for calculation of the TIRZ Revenues is \$0.

A summary of the funding sources for the TIRZ is presented below:

Jurisdiction	Tax Source	TIRZ Contribution Rate	Term
City of Hutto	Ad Valorem Taxes	75.0%	30 years

Projected TIRZ Revenues presented in the table below utilize the Concept Plan and estimated future incremental assessed values as provided by the Developer:

TIRZ Year Ended	Projected Incremental Assessed Value	City Ad Valorem Rate	Total City Ad Valorem TIRZ Revenues (75%)
12/31/2021	\$290,731,949	0.631351	\$1,376,654
12/31/2022	\$293,695,699	0.631351	\$1,390,688
12/31/2023	\$296,689,087	0.631351	\$1,404,862
12/31/2024	\$299,712,408	0.631351	\$1,419,178
12/31/2025	\$302,765,962	0.631351	\$1,433,637

12/31/2026	\$305,850,053	0.631351	\$1,448,241
12/31/2027	\$308,964,984	0.631351	\$1,462,990
12/31/2028	\$312,111,064	0.631351	\$1,477,887
12/31/2029	\$315,288,605	0.631351	\$1,492,933
12/31/2030	\$318,497,922	0.631351	\$1,508,130
12/31/2031	\$321,739,331	0.631351	\$1,523,478
12/31/2032	\$325,013,155	0.631351	\$1,538,980
12/31/2033	\$328,319,717	0.631351	\$1,554,637
12/31/2034	\$331,659,345	0.631351	\$1,570,451
12/31/2035	\$335,032,369	0.631351	\$1,586,423
12/31/2036	\$338,439,123	0.631351	\$1,602,554
12/31/2037	\$341,879,945	0.631351	\$1,618,847
12/31/2038	\$345,355,175	0.631351	\$1,635,303
12/31/2039	\$348,865,157	0.631351	\$1,651,923
12/31/2040	\$352,410,239	0.631351	\$1,668,709
12/31/2041	\$355,990,772	0.631351	\$1,685,663
12/31/2042	\$359,607,110	0.631351	\$1,702,787
12/31/2043	\$363,259,612	0.631351	\$1,720,082
12/31/2044	\$366,948,639	0.631351	\$1,737,550
12/31/2045	\$370,674,555	0.631351	\$1,755,193
12/31/2046	\$374,437,732	0.631351	\$1,773,012
12/31/2047	\$378,238,539	0.631351	\$1,791,010
12/31/2048	\$382,077,355	0.631351	\$1,809,187
12/31/2049	\$385,954,559	0.631351	\$1,827,546
12/31/2050	\$389,870,535	0.631351	\$1,846,089
TOTAL			\$48,014,626

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2602 DAVIS St. Friday 8-5, Saturday 8-1. Antique half dresser w/closet, luggage, vacuum cleaner, decorative pillows, dart game, ironing board, men's, ladies clothing, shoes. Lots of miscellaneous.

MISCELLANEOUS FOR SALE

FOR SALE: 55 gallon ink drums \$10, wood pallets \$2, and end rolls \$5. Call Granite Printing, 512-352-3687, or come by 2675 CR 374, Circleville, TX.

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2001 CHEVROLET Z71. 4 WHEEL DRIVE- MILEAGE 60,600. Leave message. 512-365-7036.

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Land for sale in Boerne, Texas. Two acres \$195,000, one acre \$103,500. Located at 3 Hillview Lane. Just outside the Boerne city limits in Kendall County. Can be used for residential or commercial uses. For information, call JEFF at 830-249-2441.

HOUSES TO BE MOVED

Cash paid for houses or buildings to be moved. 2-Story OK. 512-619-7561

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OFFICE/RETAIL SPACE FOR RENT. DOWNTOWN TAYLOR HISTORIC BUILDING. APPROX 1600 SQ FT - \$1550 RENT. Call 512-846-2535, jrwoods-man123@gmail.com.

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Manual Machinist – Mechanic. Needed for job shop/machine shop. MUST have 5 yrs. experience on manual lathes & manual mills. MUST be able to read calipers, blue prints/drawings and be able to utilize a variety of jigs & fixtures. Work hours are 8am to 4:30pm M-F. Uniforms, medical & dental insurance offered after a 90 day probationary period. MUST APPLY IN PERSON @ Astro Mechanics 1411 Sam Bass Road in Round Rock.

PUBLIC/LEGAL NOTICE

NOTICE TO CREDITORS, Notice is hereby given that original Letters Testamentary for the Estate of Howard E. Teichelman, Jr., Deceased, were issued on October 24, 2019, in Cause No. 19-0950-CP4, pending in the County Court at Law No. 4, Williamson County, Texas, to: Margaret J. Teichelman. All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law c/o: Leland R. Enoch, Attorney at Law, 700 N. Main St., P.O. Box 751, Taylor, TX 76754. DATED the 24th day of October, 2019.

All real estate advertised herein is subject to the Federal Fair Housing Act, which makes it illegal to advertise any preference, limitation, or discrimination because of race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, limitation, or discrimination.

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Marcia Hagler 512-848-4884- text only

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PUBLIC NOTICE

Notice is hereby given of a Public Hearing to be held by the Taylor Housing Authority (the "THA"), on Thursday, December 12, 2019 at 2:00 p.m. The Public Hearing will be held at the THA's offices located at 311 E. 7th St. Taylor, Texas 76754, with respect to the THA's plans to seek Section 18 Disposition of 46 Units at Mary Olson Apartments ("MOA") located at 311 E. 7th St. Taylor, Texas 76754. The THA plans to convert 46 units at MOA to tenant protection vouchers, which will be project based back into the Property (the "Conversion").

All interested persons are invited to attend such public hearing to express their views with respect to the Conversion. Questions or requests for additional information may be directed to Ebby Green, Taylor Housing Authority, at 311 E. 7th St. Taylor, Texas 76754 or (512) 352-3231.

Persons who intend to appear at the hearing and express their views are invited to contact Ms. Green in writing or by telephone in advance of the hearing. Any interested persons unable to attend the hearing may submit their views in writing to Ms. Green prior to the date scheduled for the hearing.

IN ACCORDANCE WITH ARTICLE VIII, SECTION 1 OF THE CITY CHARTER, ORDINANCE NO. 2019-30 WAS INTRODUCED BEFORE THE TAYLOR CITY COUNCIL ON THE 17TH OF OCTOBER, 2019. PASSED, APPROVED, AND ADOPTED ON THE 24TH DAY OF OCTOBER, 2019.

ORDINANCE NO. 2019-30

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS ADOPTING BUILDING REGULATIONS AND PROCEDURES AND REQUIRING A PERMIT FOR DEVELOPMENT OF PIPELINES WITHIN OR INVOLVING CITY RIGHTS OF WAY OR UTILITY INFRASTRUCTURE; MAKING FINDINGS OF FACT; PROVIDING DEFINITIONS; PROVIDING A PENALTY; PROVIDING SEVERABILITY; AND PROVIDING FOR RELATED MATTERS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAYLOR:

Section 2. Building Regulations Amended. The City Council hereby adopts the regulations and procedures as set forth in Exhibit "A" entitled "Building Regulations and Permitting Involving Pipelines and the City of Taylor, Texas Right of Way, Roadway and Utility Infrastructure", attached to and incorporated in this Ordinance as though fully transcribed herein for all purposes.

Section 5. Penalty. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be subjected to a fine not to exceed the sum of Five Hundred and No/100 Dollars (\$500.00) for each offense, except where a different penalty has been established by State law for such offense in which event the penalty shall be fixed by state law and if deemed a violation of any provision which governs fire safety, zoning or public health or sanitation shall be punished by a penalty of fine not to exceed the sum of Two Thousand and No/100 Dollars (\$2,000.00) for each offense; and each and every day such violation is continued shall be deemed to constitute a separate offense.

For a full version of this ordinance and Exhibit A, please visit the City of Taylor's website at www.ci.taylor.tx.us/ordinances Or contact the City Clerk's office at Dianna.barker@taylor.tx.gov.

TIRZ Boundary Map

Legend

Roadways

TIRZ Boundary

Mesothelioma

may occur 30 to 60 years after exposure to asbestos. Many workers were exposed from the 1940s through the 1970s. Industrial and construction workers, along with their families (second hand exposure) are among those at risk for mesothelioma, lung cancer or gastro cancer (throat, stomach, colon). Even if you or your loved one settled an asbestosis case in the past, this may be a new claim, so call now.

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AUCTIONS

City of Tulsa Auction – Sat., Nov. 9 • starts at 9:32 a.m., 108 N. Trenton, Tulsa, OK. Tractors, loader, backhoe, vehicles, Harleys, transit buses, trailers, trucks w/ sewer cleaning system, skid loader, sweeper, dump trucks, concrete saws, dbi drum sheepfoot roller, manhole trench braces, brass water meters, and much more. For full terms, photos and updates visit www.chuppsauction.com. Chupps Auction Co., 918-630-0495.

Texas Land Auctions Nov. 7 & 8 – many sell without reserve – 29 parcels located in Cameron, Carrizo Springs, Houston, Kenedy, Pecos & Yorktown. Ranging in size from 1.8+/- to 101+/- acres. Commercial land, some with structures and RV hookups. Bid on location or live online at auctionnetwork.com. 800-801-8003, williamsauction.com/TXLand.

Guadalupe County/Sheriff's Annual Surplus Auction – Sat., Nov. 9, 2019, 10 a.m., 10%-12% B.P. 2605 N. Guadalupe St., Seguin, Tx. View: Fri., Nov. 8. (10) Chev. Tahoes, Cat953Crawler.Ldr, Cat931Crawler.Ldr., Cat-Cb-224C Steelwhl.Roller, (3) 12Yd Dumpers, (2) Jetskis, Jetski Trlr, Pickups Cars, TVs, Gaming Machines & Gaming Computers, Bikes, Chairs, Copiers, Toolboxes, Fans, Generators, Fuel tanks, True-Commercial-Refrig, and more. Bid Live On-Line or On-Site: www.siskauction.com TXS#7425. John Sisk Auctioneers, Inc., 361-456-7771.

Bank-Directed Sale – bids due Nov. 14 – 42,716± SF, 3-story medical office facility, 14602 Presidio Square Blvd., Houston, TX. Includes classrooms, training spaces, offices, 128-person capacity auditorium, 160± parking spaces. 855-755-2300, HilcoRealEstate.com.

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LEGAL ASSISTANCE

Mesothelioma may occur 30 to 60 years after exposure to asbestos. Many workers were exposed from the 1940s through the 1970s. Industrial and construction workers, along with their families (second hand exposure) are among those at risk for mesothelioma, lung cancer or gastro cancer (throat, stomach, colon). Call 800-460-0606 for professional legal insight or visit www.AsbestosLaw.com.

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NOTICE OF PUBLIC HEARING

At 7:00 p.m. on November 7, 2019 and November 21, 2019, in the City Council Chamber for the City of Hutto, located at 500 W. Live Oak Street, Hutto, Texas, the City Council for the City of Hutto will hold a public hearing on the creation of a tax increment financing zone and the benefits from the zone to the City and the property to be included within the proposed zone. The property being considered for inclusion consists of certain property shown on the attached map of the proposed zone. The City has prepared a preliminary reinvestment zone financing plan and plan of work. At the public hearing, any interested person may speak for or against creation of the zone, the proposed boundaries or the concept of tax increment financing. Additional information including the preliminary plan is available by contacting the City of Hutto at either (512) 759-4012, (512) 759-4907, or at the time of the hearing.

TIRZ Boundary Map



ORDINANCE NO. O-_____

**AN ORDINANCE CREATING REINVESTMENT ZONE NUMBER TWO,
CITY OF HUTTO, TEXAS FOR THE PURPOSE OF PROMOTING
REDEVELOPMENT WITHIN THE CORPORATE LIMITS OF THE CITY
OF HUTTO**

WHEREAS, the City Council (the “Council”) of the City of Hutto (the “City”) located in Williamson County, Texas (the “County”) has determined, pursuant to Chapter 311 of the Texas Tax Code (the “Code”) that the area described herein substantially arrests or impairs the sound growth of the City, requiring creation of a Reinvestment Zone to promote redevelopment within the corporate limits of the City;

WHEREAS, Chapter 311 of the Code provides for the creation of reinvestment zones to promote development or redevelopment of a contiguous or noncontiguous geographic area that is in the corporate limits of a municipality, in the extra-territorial jurisdiction of a municipality, or in both, if the governing body of the city determines that development or development would not occur solely through private investment in the reasonably foreseeable future;

WHEREAS, Chapter 311 of the Code permits the Council to establish a tax increment fund to be used to pay project costs for a Reinvestment Zone with no financial risk to the City;

WHEREAS, it is the general policy of the City to encourage new development and redevelopment that might benefit its residents without obligating City funds to development infrastructure;

WHEREAS, the Council has determined that it is in the best interest of the City and its residents to create a Reinvestment Zone.

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

1. Findings:

The City finds and determines that:

- a. Improvements in the Reinvestment Zone will significantly enhance the value of all the taxable real property in the zone and will be of general benefit to the City.
- b. The area contained within the Reinvestment Zone meets the requirements of Section 311.005(a)(2) of the Tax Increment Financing Act.
- c. Prior to the adoption of this Ordinance, the City has complied with the requirements of Section 311.003 of the Tax Increment Financing Act, including preparing a preliminary reinvestment zone financing plan,

holding a public hearing, and publishing notice of the public hearing not later than the seventh day before the date of the hearing in a newspaper having general circulation in the City.

2. Creation of the Reinvestment Zone: Pursuant to Section 311.005(a)(2) of the Tax Increment Financing Act, the City designates as “Reinvestment Zone Number Two, City of Hutto, Texas,” (the “Zone”) a contiguous area lying within the corporate limits of the City, as described below:

more particularly described on Exhibit A attached hereto.

3. Effective Date and Termination of the Zone: The Zone shall take effect immediately upon the passage of this Ordinance **[or on November 21, 2019]**. The Zone shall terminate on the earlier of:

- a. The date the Board (described hereinafter) certifies to the City that all project costs and all tax-increment bonds or notes issued for the Zone have been paid and any money remaining in the tax-increment fund has been paid to the City and other taxing units levying taxes on property in the Zone; or
- b. The date that there is a unanimous determination by all members of the Board that all project costs, tax increment bonds and interest on those bonds, and other obligations have been paid in full.

4. Board of Directors: Pursuant to Sections 311.004(a)(2) and 311.009 of the Tax Increment Financing Act, the Zone shall be governed by a board of directors (the “Board”) as described below.

- a. Number, Term, and Appointment: The Board of the Zone shall consist of five (5) members appointed by the City. The directors shall serve two (2) year terms. Each taxing unit other than the City and the County that levies taxes on real property in the Zone may appoint one member of the Board if the taxing unit has approved payment of all or part of the tax increment produced by the unit into the tax increment fund for the Zone. Such a taxing unit may waive its right to appoint a member of the Board. Appointment of the Board shall be by separate action of the City Council. The five (5) Board member positions shall be designated as positions 1 through 5.
- b. Qualifications: To be eligible for appointment to the Board, an individual must be at least 18 years of age and be a resident of Williamson County or a county adjacent to Williamson County.
- c. Vacancies: A vacancy on the Board occurring for any reason shall be filled for the unexpired term by appointment of the City Council.

- d. Chairperson of the Board; Officers: Each year, the Council shall appoint one member of the Board to serve as chairperson for a term of one (1) year that begins on January 1 of the following year. The Board may elect other officers as it considers appropriate.
- e. Powers:
 - i. The Board shall make recommendations to the Council concerning the administration of Chapter 311 of the Tax Increment Financing Act in the Zone. The Council, by ordinance or resolution, may authorize the Board to exercise any of the City's powers with respect to the administration, management, or operation of the Zone or the implementation of the project plan for the Zone, except that the Council may not authorize the Board to:
 - 1. issue bonds;
 - 2. impose taxes or fees;
 - 3. exercise the power of eminent domain; or
 - 4. give final approval to the project plan.
 - ii. The Board and the Council may each enter into agreements as the Board or the Council considers necessary or convenient to implement the project plan and reinvestment zone financing plan and achieve their purposes. An agreement may provide for the regulation or restriction of the use of land by imposing conditions, restrictions, or covenants that run with the land. An agreement may, during the term of the agreement, dedicate, pledge, or otherwise provide for the use of revenue in the tax increment fund to pay any project costs that benefit the Zone, including project costs relating to the cost of buildings, schools, or other educational facilities owned by or on behalf of a school district, community college district, or other political subdivision of this state, railroad or transit facilities, affordable housing, remediation of conditions that contaminate public or private land or buildings, the preservation of the façade of a private or public building, the demolition of public or private buildings, or the construction of a road, sidewalk, or other public infrastructure. An agreement may dedicate revenue from the tax increment fund to pay the costs of providing affordable housing or areas of public assembly in or out of the Zone.
 - iii. The Board may exercise any power granted to the Council by Section 311.008 of the Tax Increment Financing Act, except that:
 - 1. the City, by ordinance, resolution, or order, may restrict any power granted to the Board by this chapter; and
 - 2. the Board may exercise a power granted to the City under Section 311.008(b)(2) only with the consent of the Council.

- iv. The Board may exercise any power granted to a board under Chapter 311 of the Tax Increment Financing Act.
- v. The Board and the Council may enter into a contract with a local government corporation or a political subdivision to manage the Zone or implement the project plan and reinvestment zone financing plan for the term of the agreement.
- vi. Subject to the approval of the Council, the Board, as necessary or convenient to implement the project plan and reinvestment zone financing plan and achieve their purposes, may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants and loans from the tax increment fund of the Zone in an aggregate amount not to exceed the amount of the tax increment produced by the City and paid into the tax increment fund for the Zone for activities that benefit the Zone and stimulate business and commercial activity in the Zone. For these purposes, on approval of the City, the Board has all the powers of a municipality under Chapter 380, Local Government Code.
- vii. The Board or a local government corporation administering a reinvestment zone may contract with the City to allocate from the tax increment fund for the Zone an amount equal to the tax increment produced by the City and paid into the tax increment fund for the Zone to pay the incremental costs of providing municipal services incurred as a result of the creation of the Zone or the development or redevelopment of the land in the Zone, regardless of whether the costs of those services are identified in the project plan or reinvestment zone financing plan for the Zone.
- viii. The Board shall keep the City informed of its actions and financial matters concerning the Zone.
- f. Meetings: Meetings of the Board may be called at any time by the chairperson of the Board. Notice of any meeting may be given in writing or orally by such means as may be most convenient, but not later than three (3) days before the day of the meeting.
- g. Quorum: A majority of the number of directors duly appointed and serving will constitute a quorum at a Board meeting.

5. Tax Increment Fund: Pursuant to Section 311.014 of the Tax Increment Financing Act, a tax increment fund for the Zone shall be created and managed by the City as follows:
- a. In addition to the deposits required by Section 311.013 of the Tax Increment Financing Act, all revenues from the sale of tax increment bonds or notes, revenues from the sale of any property acquired as part of the tax increment financing plan, and other revenues to be used in the Zone shall be deposited in the tax increment fund for the Zone.
 - b. Money may be disbursed from the fund only to satisfy claims of holders of tax increment bonds or notes issued for the Zone, to pay project costs for the Zone, to make payments pursuant to an agreement made under Section 311.010(b) of the Tax Increment Financing Act dedicating revenue from the tax increment fund, or to repay other obligations incurred for the Zone.
 - c. Subject to an agreement with the holders of tax increment bonds or notes, money in a tax increment fund may be temporarily invested in the same manner as other funds of the City.
 - d. After all project costs, all tax increment bonds or notes issued for the Zone, and any other obligations incurred for the Zone have been paid, and subject to any agreement with bondholders, any money remaining in the tax increment fund shall be paid to the City and other taxing units levying taxes on property in the Zone in proportion to the City's and each other unit's respective share of the total amount of tax increments derived from taxable real property in the Zone that were deposited in the fund during the fund's existence.
 - e. A taxing unit that levies taxes on real property in the Zone may make a loan to the Board for deposit in the tax increment fund for the Zone if the governing body for the taxing unit determines that the loan is beneficial to, and serves a public purpose of, the taxing unit. The loan is payable on the terms agreed to by the taxing unit, or an instrumentality of the taxing unit if applicable, and the Board. Such a loan:
 - i. is not considered to be a tax increment bond or note under Section 311,015 of the Tax Increment Financing Act; and
 - ii. is considered to be:
 - 1. an authorized investment under Chapter 2256, Government Code; and
 - 2. an obligation incurred for the Zone.

6. Repeal: All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict.
8. Effective: This Ordinance shall be published and become effective in accordance with the laws of the State of Texas.

READ, CONSIDERED, PASSED, AND APPROVED ON FIRST READING by the City Council of the City of Hutto at a regular meeting on the 7th day of November, 2019, at which a quorum was present and for which due notice was given pursuant to Section 551.001 et seq. of the Texas Government Code.

READ, CONSIDERED, PASSED, AND APPROVED ON SECOND READING by the City Council of the City of Hutto at a regular meeting on the 21st day of November, 2019, at which a quorum was present and for which due notice was given pursuant to Section 551.001 et seq. of the Texas Government Code.

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

EXHIBIT A

