



City of Hutto

Agenda

City Council Meeting

Thursday, January 18, 2024 at 7:00 PM

City Council Chambers

Hutto City Hall

500 W. Live Oak Street

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. PROCLAMATION

5.1. School Board Recognition Month

6. CITY MANAGER COMMENTS

7. PUBLIC COMMENT

Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4839 during business hours. Each person providing public comment will be limited to 3 minutes. Any citizen wishing to speak during public comment may do so after completing the required registration form. Written comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on January 18, 2024. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

8. PRESENTATIONS

8.1. Police Department Quarterly Update and Racial Profiling Report (Chief Jeffrey Yarbrough)

8.2. Charter Review Commission Presentation on Final Report of Recommendations for Charter Amendments (Onnesha Williams, Chair)

9. PUBLIC HEARINGS

9.1. Conduct a public hearing and consider approval of Ordinance No. O-2024-007 to amend the Code of Ordinances (2020 edition, as amended), Chapter 3, Land Use Standards of the City of Hutto by amending Section 10.304.7, Industrial uses, and adding Section 10.308.18, Data Center, and amending Chapter 4, Site Design Standards, by amending Section 10.403.4, Building Envelope, Section 10.403.6 Bufferyard, and Section 10.405.9, Parking and Loading Space Number Standards (First

Reading) (Ashley Bailey)

- 9.2. Conduct a public hearing and consider approval of Ordinance No. O-2024-008 to approve a zoning change request for 2259 Innovation Boulevard from Single Family (SF-1) to Light Industrial (LI) for an approximate 5.56 acre site, more or less, of land, generally located southeast of the intersection at Innovation Boulevard and Schneider Boulevard (First Reading) (Ashley Bailey)

10. BOARDS AND COMMISSIONS

- 10.1. 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
- 10.2. Consideration and possible action on Resolution No. R-2024-021 appointing a representative to the Central Texas Clean Air Coalition (CAC) (Legal)

11. ORDINANCES

- 11.1. Consideration and possible action on Ordinance No. O-2024-004 authorizing a budget amendment for Parkland Improvement Funds of \$1,247,771 for Architectural Services with Burditt Consultants for the renovation of Fritz Park (Alberta Barrett)
- 11.2. Consideration and possible action on Ordinance No. O-2024-006 on budget amendment to realign salary budget for Police Department (Chief Jeffrey Yarbrough)
- 11.3. Consideration and possible action on Ordinance No. O-2024-005 adopting the Hutto Schedule of Fees and Charges for Fiscal Year 2023/2024, Appendix A of the Hutto Code of Ordinances; amending the Article a4.000 Public Facility Rentals, Section 2 Park Facilities by adding fees for the Gin Building Rental; by adding a Water Reservation Fee and consolidating fees and establishing costs and fees charged by the City of Hutto (First Reading) (Jeff White, Matt Rector, David Amsler)

12. RESOLUTIONS

- 12.1. Consideration and possible action on Resolution No. R-2024-022 adopting the City Manager Absence/Disability Leave Policy (City Manager James Earp, Legal)

13. OTHER BUSINESS

- 13.1. Consideration and possible action relating to Charter Review Commission Final Report of Recommendations for Charter Amendments (Legal)
- 13.2. Consideration and possible action requesting City Staff advertise bids in additional resources (Legal, Alberta Barrett)
- 13.3. Discussion and possible action on the Special Events Permit guidelines at Brushy Creek Amphitheater (Mayor Mike Snyder)
- 13.4. Discussion and possible action on Council and City Manager expense reimbursements (Mayor Mike Snyder)
- 13.5. Discussion and possible action on the Mayor's annual Golf Tournament (Councilmember Brian Thompson)

14. CONSENT AGENDA ITEMS

- 14.1. Consideration and possible action of Resolution No. R-2024-011 authorizing the City Manager to execute a Guaranteed Maximum Price (GMP) of \$277,087 with STR Constructors for Phase 1 of Fritz Park (P02-2023) (Matt Rector)

- 14.2. Consideration and possible action on Resolution No. R-2024-015 regarding contract amendment No. 1 by adding right of way acquisition support services to Freese and Nichols, Inc. Contract in the amount of \$43,872 for the CR 199 Reconstruction project (CIP T-19-2024) (Matt Rector)
- 14.3. Consideration and possible action on Resolution No. R-2024-019 amending the Municipal Maintenance Agreement between the City of Hutto and the Texas Department of Transportation (Matt Rector)
- 14.4. Consideration and possible action on Resolution No. R-2024-020 authorizing the City Manager to execute a temporary construction and permanent access easement to A-S 64 CR 119-HWY 79, L.P., a Texas limited partnership in substantially the same form as Attachment "A" with the form to be approved by the City Attorney (Matt Rector)
- 14.5. Consideration and possible action on Resolution No. R-2024-023 to reject all proposals received in response to the City's Request for Proposals (RFP) for Banking Depository Services (Alberta Barrett)
- 14.6. Consideration and Discussion of December Monthly Financial Statement (Alberta Barrett)
- 14.7. Consideration and possible action on approving the January 4, 2024 City Council, January 4, 2024 Work Session, and January 11, 2024 Diversity, Equity, and Inclusion & Sensitivity training meeting minutes (Angela Lewis)
- 14.8. Consideration and possible action on Ordinance No. O-2024-003 amending the 2020 Parks, Recreation, Open Space and Trails Master Plan related to the methodology for calculating the parkland dedication fees and amending Appendix A, Article a1.000, Section a1.004, Development fees, of the Code of Ordinances to add the Parkland Fee-in-Lieu of Land Dedication Fees and the Parkland Development Fee (Second reading) (Jeff White)

15. 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).

- 15.1. Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney) relating to pump and haul agreements.
- 15.2. Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney) relating to 705 Limmer Loop JV LLC regarding property 705 Limmer Loop.
- 15.3. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims, Pending Litigation, Potential Litigation, and City Council Legal Requests.

16. ACTION RELATIVE TO EXECUTIVE SESSION

- 16.1. Consideration and possible action on Executive Session Items

17. 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.

17.1. General Comments from City Council

17.2. Future Agenda Items

17.3. Future Additional or Rescheduled meetings as allowed by Hutto City Code Section 1.02.033 Additional or Rescheduled Meetings

18. ADJOURNMENT

19. CERTIFICATION

I certify that this notice of the January 18, 2024 Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on January 12, 2024 before 5:00 P.M.



Angela Lewis

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



A PROCLAMATION RECOGNIZING SCHOOL BOARD RECOGNITION MONTH

WHEREAS, THE MISSION OF PUBLIC SCHOOLS IS TO MEET THE EDUCATIONAL NEEDS OF ALL CHILDREN AND TO EMPOWER THEM TO BECOME COMPETENT, PRODUCTIVE CONTRIBUTORS TO A DEMOCRATIC SOCIETY AND AN EVER-CHANGING WORLD; AND

WHEREAS, LOCAL SCHOOL BOARD MEMBERS ARE ELECTED BY THEIR COMMUNITY MEMBERS TO DO WHAT'S BEST FOR STUDENTS; AND

WHEREAS, LOCAL SCHOOL BOARD MEMBERS WORK CLOSELY WITH PARENTS, EDUCATIONAL PROFESSIONALS, AND OTHER COMMUNITY MEMBERS TO CREATE THE EDUCATIONAL VISION WE WANT FOR OUR STUDENTS; AND

WHEREAS, LOCAL SCHOOL BOARD MEMBERS ARE RESPONSIBLE FOR ENSURING THE STRUCTURE THAT PROVIDES A SOLID FOUNDATION FOR OUR SCHOOL SYSTEM; AND

WHEREAS, LOCAL SCHOOL BOARD MEMBERS ARE STRONG ADVOCATES FOR PUBLIC EDUCATION AND ARE RESPONSIBLE FOR COMMUNICATING THE NEEDS OF THE SCHOOL DISTRICT TO THE PUBLIC AND THE PUBLIC'S EXPECTATIONS TO THE DISTRICT;

NOW, THEREFORE, WE, THE CITY COUNCIL OF THE CITY OF HUTTO, DO HERBY DECLARE OUR APPRECIATION TO THE MEMBERS OF THE HUTTO ISD SCHOOL BOARD AND PROCLAIM JANUARY 2024 AS

SCHOOL BOARD RECOGNITION MONTH

AND ENCOURAGE ALL HUTTO RESIDENTS TO JOIN US IN RECOGNIZING THE DEDICATION AND HARD WORK OF LOCAL SCHOOL BOARD MEMBERS AND IN WORKING WITH THEM TO MOLD AN EDUCATION SYSTEM THAT MEETS THE NEEDS OF BOTH TODAY'S AND TOMORROW'S CHILDREN.

CITY OF HUTTO, TEXAS

MIKE SNYDER, MAYOR



City of Hutto Police Department

"Make a Difference"



Department Update 2024 1st Quarter and 2023 Bias Based Policing Report

Jeffrey Yarbrough, Chief of Police

2024 Update Quarter 1



KEY UPDATE AREAS

Personnel and Current Staffing

Awards and Recognition

Equipment, Software, and Technology

Facilities

TPCA Accreditation

Community Concerns

2023 Crime Statistics

2023 Racial Profiling Data Report

2024 Update Quarter 1



PERSONNEL & STAFFING

Sworn FTE Positions: 55

Current Sworn: 40

Cadets in BPOC: 5

Vacant Lateral Positions: 2

New Positions Approved 2023-2024 Budget: 4

Non-Sworn FTE Positions: 11

Current Staff: 8

Vacant Positions: 3

Crisis Intervention Specialist - IT Specialist - CSI Tech

Victims Services Coordinator

Corporal Positions

Detective Assignments

Shift Bid Process

2024 Update Quarter 1



AWARDS & RECOGNITION

Officer Tawny Moody- City of Hutto Employee of the Year

Detective John Vargas- Williamson County CAC 2023 MDT Award

Asst. Chief Jones- Law Enforcement Command Officer Program Graduate

Lifesaver Awards

M.A.D.D Awards

Certificates of Merit

Letters of Commendation

College Degree Completions

Department Training Initiatives

Total Department Training Hours: 6,342

Diversity and Cultural Awareness Training: Rice, UNT

LGBT Course through University of Colorado

2024 Update Quarter 1



EQUIPMENT, SOFTWARE & TECHNOLOGY

Vector Solutions

Arbitrator System

Evidence Fuming Cabinet

Cellebrite Cellphone Extraction Solution

Utility Vehicles for Special Events and Trail Use

Handgun and Rifle Upgrades

Body Cam Upgrades

SRT Equipment

Drone Pilot Program

Drone Deployment Footage



2024 Update Quarter 1



FACILITIES

Facility Generator

Workspaces in Command Staff

Conex Box for Evidence Storage

Cubicles for Space Maximization

Furniture for CID & Sergeant Offices

HISD Partnership for Offsite-Parking

Conex Box for Equipment & UTV Storage

2024 Update Quarter 1



TPCA ACCREDITATION

Last Presentation it was expected to be completed by EOY 2023. What Happened?

Hutto PD completed guidelines established but additional areas requested to include:

1. Updated firearms qualifications that needed to include a weapons inspection
2. Demonstrate proficiency in defensive tactics and response to resistance

Current Phase includes:

1. Scheduled less lethal training components
2. Scheduled training in response to resistance components

Expect(ed) to be completed by the end of March 2024 and the site assessor will schedule final process.

2024 Update Quarter 1



COMMUNITY CONCERNS

TRAFFIC AND ENFORCEMENT

There are many wrecks and traffic violations.
What is being done by the Hutto Police Department?

CAR BURGLARIES

There have been several rashes of car burglaries in our neighborhood over the past year.
What can and is being done to address this concern?

RESPONSE TIMES

Sometimes it takes officers a while to get to us when we call.
Why does it take so long at times and what is being done about it?



2023 Crime Statistics



Title	2022 Whole Number	2022 per capita (45,516)	2023 Number	2023 per capita (46,017)	% change per capita
Homicide	0	0	1	0	100
Burglary of a habitation	9	1.98	18	3.93	87.91
Burglary of building	16	3.52	45	9.84	164.25
Robbery	2	0.22	5	1.09	369.78
Aggravated Assault	14	3.08	19	4.15	27.15
Sexual Assault	12	2.79	13	2.84	1.79
Burglary of a motor vehicle	36	7.91	94	20.55	145.33
Criminal Mischief	41	9.01	51	11.15	16.87
Criminal Trespass	38	8.35	49	10.71	21.15



2023 Crime Statistics



Title	2022 Whole Number	2022 per capita (33,566)	2023 Number	2023 per capita (37,337)	% change per capita
Theft	176	38.67	269	58.08	43.6
Possession of drug paraphernalia	116	25.49	118	25.79	-4.42
Drug Offense	26	5.71	31	6.78	12.02
Assault	130	28.56	140	30.60	1.18
Public Intoxication	21	4.61	33	7.21	47.65
Traffic Crashes	396	87	434	94.86	2.97
DWI	53	11.64	48	10.49	14.91
Total offense/incident reports written	2195	482.25	3626	792.57	55.21
CAD events	32,892	7226.47	35143	7681.53	0.39

2024 Update Quarter 1



WHAT'S AHEAD (ROI)

Full-Time Traffic Enforcement

Full Staffing on All Shifts/Units

Improve CID Case Clearance Rates

Re-establishment of Specialized Units (CRO, SIU)

Redrawing of Patrol Sector Map to Improve Response Time and Proactive Policing Initiatives

Hutto Police Department



QUESTIONS?



City of Hutto Police Department



2023 ANNUAL RACIAL PROFILING DATA REPORT

Jeffrey Yarbrough, Chief of Police



Texas Racial Profiling Law



Texas Code of Criminal Procedures Article 3.05

Racial Profiling

Law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.



Texas Racial Profiling Law



Hutto Police Department Traffic Enforcement Objectives

- Improve Public Safety
- Reduce Unsafe Driving Incidents and Traffic Accidents
- Voluntary Compliance
- Deterrence Through Visibility



Texas Racial Profiling Law



Hutto Police Department 2.01- Bias Based Policing Policy

Officers are prohibited from engaging in bias-based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.

- Establish and publish the process for citizens to file a complaint based on racial profiling.
- Disciplinary guidelines exist for officers found in violation of the Racial Profiling law.
- Policy requires shift supervisors to audit audio and video recordings of traffic stops.



Texas Racial Profiling Law



HUTTO POLICE DEPARTMENT

TIER 2 Reporting Agency

- Total stops by race, ethnicity, gender of the person(s) stopped;
- Number of stops in which the race or ethnicity was known prior to the stop;
- Number of stops where a search was and was not conducted, and a reason;
- Number of stops and types of contraband found (ex. illegal drugs or paraphernalia, weapons, stolen property);
- Number of stops resulting in an arrest;
- Number of stops in which a warning was given;
- Number of stops in which a citation was issued;



Racial Profiling Report 2023



2023 TIER 2 DATA

TRAFFIC STOP LOCATION	TRAFFIC STOPS
City Street	3,752
County Road	337
Private Property	45
State Highway	80
U.S. Highway	1,703
	TOTAL: 5,917

RACE OR ETHNICITY	
Alaska Native/American Indian	57
Asian/Pacific Islander	245
Black	1,007
Hispanic/Latino	1,731
White	2,877
	TOTAL:5,917



Racial Profiling Report 2023



2023 TIER 2 DATA GENDER

FEMALES	
Alaska Native/American Indian	12
Asian/Pacific Islander	76
Black	388
Hispanic/Latino	499
White	1,118
	TOTAL: 2,094

MALES	
Alaska Native/American Indian	45
Asian/Pacific Islander	168
Black	619
Hispanic/Latino	1,232
White	1,759
	TOTAL: 3,823



Racial Profiling Report 2023



2023 TIER 2 DATA PRIOR KNOWLEDGE OF RACE

WAS RACE KNOWN PRIOR TO STOP?	
Yes	6
No	5,911



Racial Profiling Report 2023



2023 TIER 2 DATA REASON FOR STOP

REASON FOR STOP? VIOLATION OF LAW	
Alaska Native/American Indian	4
Asian/Pacific Islander	12
Black	65
Hispanic/Latino	162
White	165
	TOTAL: 429

PRE-EXISTING KNOWLEDGE	
Alaska Native/American Indian	1
Asian/Pacific Islander	0
Black	11
Hispanic/Latino	24
White	14
	TOTAL: 50



Racial Profiling Report 2023



2023 TIER 2 DATA REASON FOR STOP

MOVING TRAFFIC VIOLATION	
Alaska Native/American Indian	38
Asian/Pacific Islander	189
Black	606
Hispanic/Latino	883
White	1,787
	TOTAL: 3,503

VEHICLE TRAFFIC VIOLATION	
Alaska Native/American Indian	14
Asian/Pacific Islander	44
Black	321
Hispanic/Latino	657
White	899
	TOTAL: 1,935



Racial Profiling Report 2023



2023 TIER 2 DATA VEHICLE SEARCH

SEARCH CONDUCTED?	YES	NO
Alaska Native/American Indian	1	56
Asian/Pacific Islander	1	244
Black	66	941
Hispanic/Latino	82	1,649
White	109	2,768
TOTAL	259	5,658

Searches were conducted for several reasons including:

- Consent Granted
- Contraband in Plain View
- Probable Cause
- Vehicle Inventory
- Incident to Arrest



Racial Profiling Report 2023



2023 TIER 2 DATA TRAFFIC CITATIONS AND WRITTEN WARNINGS

WRITTEN WARNINGS	
Alaska Native/American Indian	45
Asian/Pacific Islander	174
Black	642
Hispanic/Latino	909
White	1,798
	TOTAL: 3,568

TRAFFIC CITATION	
Alaska Native/American Indian	12
Asian/Pacific Islander	69
Black	344
Hispanic/Latino	796
White	1,060
	TOTAL: 2,281



Racial Profiling Report 2023



2023 TIER 2 DATA CITATIONS, WARNINGS, ARREST

WRITTEN WARNINGS AND ARREST	
Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	10
Hispanic/Latino	9
White	9
	TOTAL: 29

CITATION AND ARREST	
Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	11
Hispanic/Latino	17
White	10
	TOTAL: 39



Racial Profiling Report 2023



2023 TIER 2 DATA TRAFFIC STOP ARRESTS

ARREST PENAL CODE VIOLATION	
Alaska Native/American Indian	0
Asian/Pacific Islander	2
Black	11
Hispanic/Latino	9
White	12
	TOTAL: 34

ARREST TRAFFIC LAW VIOLATION	
Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
Hispanic/Latino	1
White	0
	TOTAL: 1



Racial Profiling Report 2023



2023 TIER 2 DATA TRAFFIC STOP ARRESTS

ARREST CITY ORDINANCE	
Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
Hispanic/Latino	0
White	0
	TOTAL: 0

ARREST OUTSTANDING WARRANT	
Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	10
Hispanic/Latino	16
White	7
	TOTAL: 33



Racial Profiling Report 2023



2023 TIER 2 DATA PHYSICAL FORCE RESULTING IN BODILY INJURY

WAS CONTRABAND DISCOVERED?	YES	NO
Alaska Native/American Indian	0	57
Asian/Pacific Islander	0	245
Black	0	1,007
Hispanic/Latino	0	1,731
White	0	2,877
TOTAL	0	5,917



Racial Profiling Report 2023



NUMBER OF COMPLAINTS FILED FOR POSSIBLE VIOLATIONS OF THE TEXAS RACIAL PROFILING LAW

The Hutto Police Department received no complaints, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 01/1/2023-12/31/2023.

The Hutto Police Department is in full compliance with the Texas Racial Profiling Law



Report Summary



QUESTIONS?

AGENDA ITEM REPORT

9.1.



To: City Council

Subject: Conduct a public hearing and consider approval of Ordinance No. O-2024-007 to amend the Code of Ordinances (2020 edition, as amended), Chapter 3, Land Use Standards of the City of Hutto by amending Section 10.304.7, Industrial uses, and adding Section 10.308.18, Data Center, and amending Chapter 4, Site Design Standards, by amending Section 10.403.4, Building Envelope, Section 10.403.6 Bufferyard, and Section 10.405.9, Parking and Loading Space Number Standards (First Reading) (Ashley Bailey)

Meeting: Thursday, January 18, 2024

Department: Development Services /

Staff Contact: Ashley Bailey

BACKGROUND INFORMATION:

Staff is proposing to amend the Unified Development Code (UDC) to provide additional height for industrial development, add 'data center' use to the code, and update related development standards. The current standard of 45-feet does not allow for a myriad of potential users considering developing within Hutto. The increased height does warrant modifying the bufferyard standards, ensuring larger planting areas adjacent to any residentially zoned property. In addition, data centers were not contemplated when the UDC was written and the use needs to be added to the code as well as parking standards for that specific use.

SUMMARY OF REQUEST:

The amendments are proposed as follows and in the attached document:

Section 10.304.7 Industrial Uses

Industrial uses	Zoning District										Transect Zones (for FBC Form Based Code and OT Old Town zoning districts)										
	SF -R	SF -1	SF -2	MF	MH	B - 1	B - 2	LI	I	REC	T - 1	T - 2	T - 3	T - 4	T - 5	OT -3	OT - 4R	OT - 4T	OT - 5H	OT - 5C	SD -A
<u>Data Center</u>	=	=	=	=	=	=	=	P	P	=	=	=	=	=	=	=	=	=	=	=	=

Section 10.308.13 Data Center

10.308.13.1 Definition

AGENDA ITEM REPORT

9.1.



Data Center: an industrial facility primarily engaged in the storing, processing, and distribution of data through on-site, networked computer systems or other electronic devices; including accessory offices for employees and security personnel; either in conjunction with a business not located on the site, or for individual compensation.

10.308.13.2 Permitted Locations

Data Centers are permitted by right in the LI and I districts.

10.308.13.3. Conditions

- Data Centers are allowed within the Heavy Industrial land use area, as depicted on the City's adopted Future Land Use Map, are permitted a maximum height of 120 feet. Data Centers located elsewhere in the City shall abide by the maximum height of the applicable district determined in Section 10.403.4, Building Envelope.
- Regardless of height, Data Centers shall be subject to the criteria applicable to all Industrial uses identified by this Unified Development Code.

Section 10.403.4 Building Envelope

10.403.4.1 General

If there is a conflict among the setback and landscape/bufferyard standards in this code when applied to a certain site, the more restrictive standards will apply.

10.403.4.2 Primary and accessory structures

Default bulk standards for primary and accessory structures are as follows:

	Zoning District									
	SF-R	SF-1	SF-1 zero lot line	SF-1 village	SF-2	MF	MH	B-1	B-2	LI/I
...										
Building height (max)	45 ft. / 3 stories	35 ft. / 2.5 stories	35 ft. / 2.5 stories	35 ft. / 2.5 stories	35 ft. / 3 stories	35 feet; 45 feet along Freeways, Arterials, and Major Non- Residential Collectors	1 story	35 feet	45 feet	45 feet <u>60 feet</u>

Section 10.403.6 Bufferyard

...

10.403.6.3 Required bufferyards

AGENDA ITEM REPORT

9.1.



The table below indicates the level of bufferyard required between each zoning district or land use. Letters “a” to “c” correspond to the type of bufferyard required and the specific situations in which the bufferyard is required. A box with “—” indicates that a bufferyard is not required between those development types.

...

c. A high level bufferyard (“c”) shall consist of the following:

- A 30 ft. wide planting area; or a 25 ft. wide planting area plus a 6+ ft. tall masonry wall;
- Any industrial/light industrial zoned property or use adjacent to a residentially zoned property or use shall provide a 40ft wide planting area with a minimum width equal to the greater of the maximum height allowed in the industrial/light industrial zoning, or the height of the industrial use. The planting area shall have and an eight foot (8ft) tall masonry wall with two (2) native evergreen tall trees and one (1) native evergreen short tree per every fifty (50) linear feet of bufferyard.

Section 10.405.9 Parking and loading space number standards

10.405.9.1. Required parking spaces

Uses should offer only the minimum amount of parking that is necessary to meet anticipated normal demand. The number of required off-street parking and truck loading spaces for a use is as follows.

...

Industrial use classification	Required spaces (minimum)	Maximum spaces	Required loading spaces (minimum)
<u>Data Center</u>	<u>1 per 5,000 sq.ft. GFA</u>	<u>1 per 2,500 sq.ft. GFA</u>	<u>1 per building</u>

STAFF REVIEW:

Planning and Zoning Commission recommend approval with the change that data centers within Heavy Industrial land use per FLUM are permitted a maximum height of 120 feet. This change is incorporated into the draft ordinance. The item was recommended with a vote of 6-1 (one absent)

FISCAL NOTES:

None at this time.

AGENDA ITEM REPORT

9.1.



ATTACHMENTS:

1. O-2024-007 Industrial Height and Data Center

ORDINANCE NO. O-2024-007

AN ORDINANCE OF THE CITY COUNCIL OF HUTTO, TEXAS AMENDING CHAPTER 3, LAND USE STANDARDS OF THE HUTTO UNIFIED DEVELOPMENT CODE BY AMENDING SECTION 10.304.7, INDUSTRIAL USES, AND ADDING SECTION 10.308.13, DATA CENTER, AND AMENDING CHAPTER 4, SITE DESIGN STANDARDS OF THE HUTTO UNIFIED DEVELOPMENT CODE BY AMENDING SECTION 10.403.4, BUILDING ENVELOPE, SECTION 10.403.6, BUFFERYARD, AND SECTION 10.405.9, PARKING AND LOADING SPACE NUMBER STANDARDS; PROVIDING FOR PUBLICATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council finds that amending the Hutto Unified Development Code by revising allowable industrial development heights and other requirements related to Data Centers is necessary to foster a cooperative development environment that protects the health, safety, and welfare of the citizens of Hutto.

WHEREAS, the Planning and Zoning Commission, after public hearing, recommended approval of the proposed amendment on the 9th day of January, 2024, and;

WHEREAS, on the 18th day of January, 2024, after proper notification, and after reviewing the recommendation of the Planning and Zoning Commission, and the associated Agenda Report, 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, the City Council determines that the zoning ordinance amendment provided for herein is made in accordance with the City's comprehensive plan, and;

WHEREAS, the City Council determines that the zoning ordinance amendment provided for herein would not create any non-conforming uses, and;

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Article 14.02.002, Code of Ordinances (2020 Edition, as amended), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with;

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

1. FINDINGS OF FACT

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

2. ENACTMENT

The City Council hereby amends the Hutto Unified Development Code Chapter 3, Land Use Standards by amending Section 10.304.7, Industrial Uses, and adding Section 10.308.13, Data Center, and amending Chapter 4, Site Design Standards by amending Section 10.403.4, Building Envelope, Section 10.403.6, Bufferyard, and Section 10.405.9, Parking and Loading Space Number Standards, as shown on Attachment “A” which is attached hereto and incorporated into this Ordinance.

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.

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.

5. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication in accordance with Section 3.13 of the City Charter.

6. 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.

PASSED & APPROVED this, the 18th day of January 2024, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Hutto, Texas.

READ, PASSED, & ADOPTED this, the ____ day of _____ 2024, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Hutto, Texas.

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

ATTACHMENT “A”

Section 10.304.7 Industrial Uses

Industrial uses	Zoning District										Transect Zones (for FBC Form Based Code and OT Old Town zoning districts)										
	SF-R	SF-1	SF-2	MF	MH	B-1	B-2	LI	I	REC	T-1	T-2	T-3	T-4	T-5	OT-3	OT-4R	OT-4T	OT-5H	OT-5C	SD-A
<u>Data Center</u>	:-	:-	:-	:-	:-	:-	:-	P	P	:-	:-	:-	:-	:-	:-	:-	:-	:-	:-	:-	:-

...

Section 10.308.13 Data Center

10.308.13.1 Definition

Data Center: an industrial facility primarily engaged in the storing, processing, and distribution of data through on-site, networked computer systems or other electronic devices; including accessory offices for employees and security personnel; either in conjunction with a business not located on the site, or for individual compensation.

10.308.13.2 Permitted Locations

Data Centers are permitted by right in the LI and I districts.

10.308.13.3. Conditions

- Data Centers are allowed within the Heavy Industrial land use area, as depicted on the City’s adopted Future Land Use Map (December 2023), and are permitted a maximum height of 120 feet. Data Centers located elsewhere in the City shall abide by the maximum height of the applicable district determined in Section 10.403.4, Building Envelope.
- Regardless of height, Data Centers shall be subject to the criteria applicable to all Industrial uses identified by this Unified Development Code.

...

Section 10.403.4 Building Envelope

10.403.4.1 General

If there is a conflict among the setback and landscape/bufferyard standards in this code when applied to a certain site, the more restrictive standards will apply.

10.403.4.2 Primary and accessory structures

Default bulk standards for primary and accessory structures are as follows:

	Zoning District									
	SF-R	SF-1	SF-1 zero lot line	SF-1 village	SF-2	MF	MH	B-1	B-2	LI/I

...

Building height (max)	45 ft. / 3 stories	35 ft. / 2.5 stories	35 ft. / 2.5 stories	35 ft. / 2.5 stories	35 ft. / 3 stories	35 feet; 45 feet along Freeways, Arterials, and Major Non- Residential Collectors	1 story	35 feet	45 feet	45 feet 60 feet
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...

Section 10.403.6 Bufferyard

...

10.403.6.3 Required bufferyards

The table below indicates the level of bufferyard required between each zoning district or land use. Letters “a” to “c” correspond to the type of bufferyard required and the specific situations in which the bufferyard is required. A box with “—” indicates that a bufferyard is not required between those development types.

...

c. A high level bufferyard (“c”) shall consist of the following:

- A 30 ft. wide planting area; or a 25 ft. wide planting area plus a 6+ ft. tall masonry wall;
- Any industrial/light industrial zoned property or property on which one or more uses listed in Table 10.304.7 is conducted adjacent to a residentially zoned property or property on which one or more uses listed in Table 10.304.5 is conducted shall provide a 40ft wide planting area with a minimum width equal to the greater of the maximum height allowed in the industrial/light industrial zoning, or the height of the industrial use. The planting area shall have and an eight foot (8ft) tall masonry wall with two (2) native evergreen tall trees and one (1) native evergreen short tree per every fifty (50) linear feet of bufferyard.

...

Section 10.405.9 Parking and loading space number standards

10.405.9.1. Required parking spaces

Uses should offer only the minimum amount of parking that is necessary to meet anticipated normal demand. The number of required off-street parking and truck loading spaces for a use is as follows.

...

Industrial use classification	Required spaces (minimum)	Maximum spaces	Required loading spaces (minimum)
<u>Data Center</u>	<u>1 per 5,000 sq.ft. GFA</u>	<u>1 per 2,500 sq.ft. GFA</u>	<u>1 per building</u>

AGENDA ITEM REPORT

9.2.



To: City Council
Subject: Conduct a public hearing and consider approval of Ordinance No. O-2024-008 to approve a zoning change request for 2259 Innovation Boulevard from Single Family (SF-1) to Light Industrial (LI) for an approximate 5.56 acre site, more or less, of land, generally located southeast of the intersection at Innovation Boulevard and Schneider Boulevard (First Reading) (Ashley Bailey)
Meeting: Thursday, January 18, 2024
Department: Development Services /
Staff Contact: Ashley Bailey

BACKGROUND INFORMATION:

The proposed zoning change is in conjunction with the Future Land Use Map (FLUM), which designates the subject tract and surrounding areas as 'Employment Center', which allows for light manufacturing, office parks, and supportive retail. The property is surrounded by the following land uses:

NORTH: Single Family (SF-1) with Gateway Overlay (G), existing Light Industrial Use

SOUTH: Single Family (SF-1) with Gateway Overlay (G), existing Light Industrial Use

EAST: Light Industrial (LI) with Gateway Overlay (G), undeveloped

WEST: Multi-Family (MF) with Gateway Overlay (G) and Development Agreement, undeveloped

SUMMARY OF REQUEST:

The property located at 2259 Innovation Boulevard was annexed and zoned to a default zoning of Single Family (SF-1) back in 2012. The site has had a warehouse and distribution facility present at the time of annexation. The applicant wants to rezone the property to Light Industrial (LI) to come into compliance and align with the existing use and the Future Land Use Map. The surrounding properties are either zoned as Light Industrial (LI) or have an industrial type of use on site.

The criteria for a zoning map amendment, as listed in Section 10.203.25.3, of the Unified Development Code, are as follows:

- The proposed zoning is consistent with the comprehensive plan and any community, neighborhood and other applicable land use and development plans.
 - The proposed rezoning is consistent with the comprehensive plan and future land use map, which designates this area as 'Employment Center', which has primary uses as light manufacturing, office parks and supportive retail. Techline Pipe's business as a pipe distributor falls into the category of 'Employment Center'.
- The proposed zoning is compatible with existing and permitted uses on properties in the neighborhood.

AGENDA ITEM REPORT

9.2.



- The proposed rezoning of Light Industrial (LI) is compatible to the type of use of warehouse and distribution facility, which is currently one site. At the time of annexation, the site had a default zoning of Single Family (SF-1). This site is surrounded by light industrial uses and zoning districts.
- Conditions in the neighborhood have changed to the extent the proposed zoning is necessary.
 - This site and area is designated as 'Employment Center', which allows for light industrial uses. This site has had a distribution on site since the early 2000s and at the time of annexation, defaulted to the Single Family (SF-1) zoning district. The proposed zoning change is necessary to have this site come into compliance and to match the future land use map.
- The proposed zoning does not have an adverse impact on surrounding properties of the natural environment.
 - The surrounding properties have either Light Industrial (LI) zoning on site or have a light industrial type of use. The rezoning will not have an impact on surrounding properties but will bring this property into compliance with the future land use map and surrounding area.
- The proposed zoning corrects a clerical or administrative error on the zoning map.
 - At the time of annexation in 2012, the default zoning district was Single Family (SF-1) and was never zoned to match the existing warehouse and distribution facility that was built in 2000. The rezoning to Light Industrial (LI) will be consistent with the current use and come into compliance with the future land use map.
- The proposed zoning results in a logical and orderly development pattern.
 - The rezoning of the site will be compatible with the current use, surrounding developments, and the designation on the future land use map.
- The proposed zoning is not merely intended to confer an economic benefit to the property owner.
 - The reason for the zoning request is to ensure the zoning and the use are consistent with one another.
- The site is a legal building lot.
 - The lot is part of the '108 Commercial Park' plat recorded in 2000.

Staff sent notices to 13 adjacent property owners within 600' and to date, staff has received only one response in favor from the owner of the property that is requesting the rezoning.

STAFF REVIEW:

Planning and Zoning Commission recommend approval of the rezoning request from Single Family (SF-1) to Light Industrial (LI) with a vote of 6-1 (one absent).

FISCAL NOTES:

Not applicable.

AGENDA ITEM REPORT

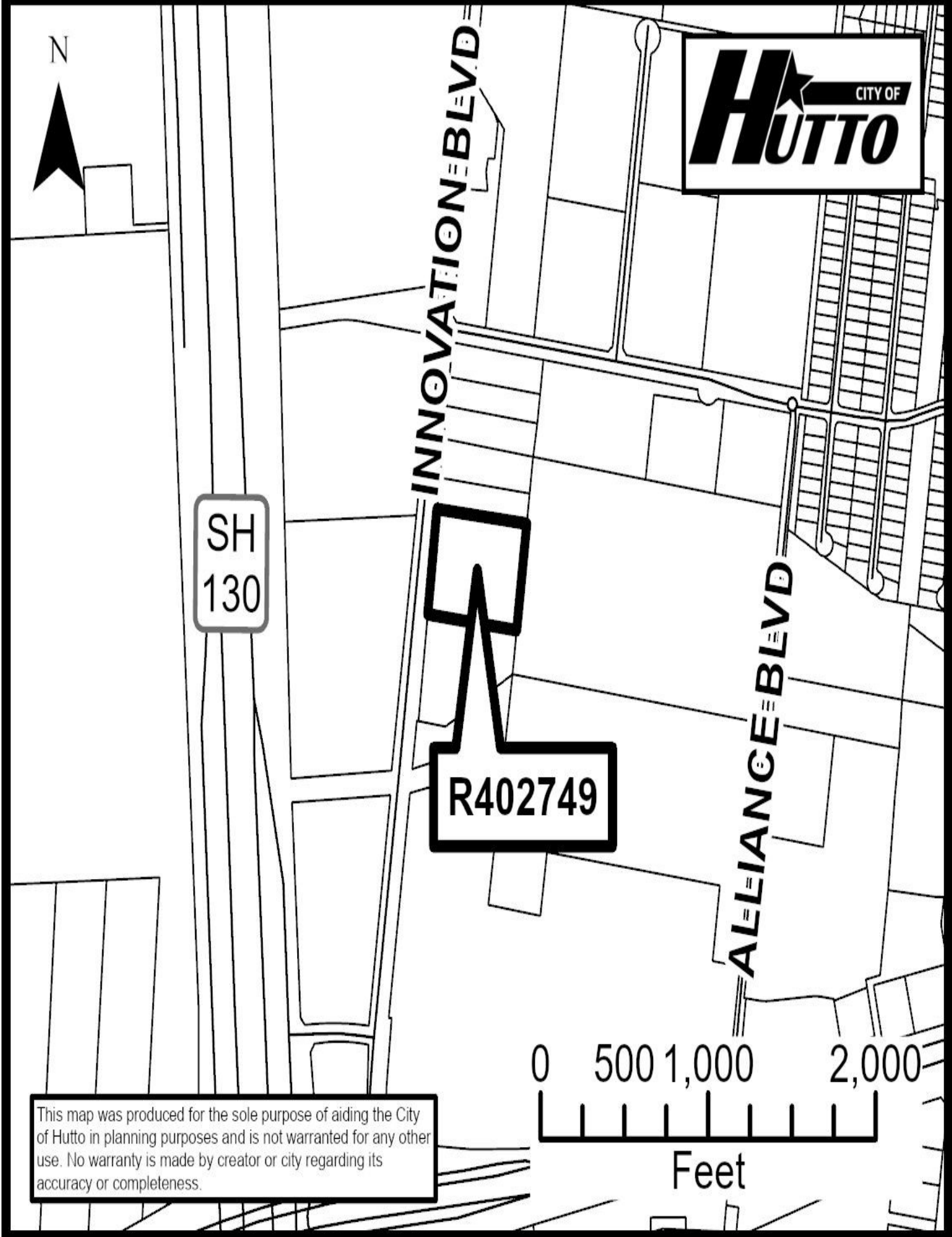
9.2.



ATTACHMENTS:

1. 2259_Innovation_Boulevard_Newspaper_Map
2. O-2024-008 2259 Innovation Blvd
3. LOI
4. Survey
5. Zoning Map
6. Neighborhood Notice Letter Techline Pipe
7. Schoen - Favor

2259 Innovation Boulevard



ORDINANCE NO. O-2024-008

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 5.56 ACRES, LOCATED AT 2259 INNOVATION BOULEVARD, 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 9th day of January, 2024, and;

WHEREAS, on the 18th day of January, 2024, 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 (2020 Edition, as amended), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

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

SECTION I.

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 **18th** day of **January, 2024** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on first reading of ordinance this ____ day of _____, **2024** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

Attest:

Angela Lewis, City Secretary

COUNTY ROAD NO. 106

 **ATS** Engineers
Inspectors
& Surveyors

www.ats-engineers.com

TXBLS FIRM REG. #10126000

4910 West Hwy 290
AUSTIN, TEXAS 78735

(512) 328-6995
FAX: (512) 328-6996

H D | B R O W N

November 6, 2023

Ashley Bailey
Executive Director of Development Services
City of Hutto
500 West Live Oak St.
Hutto, TX 78634

Via In-Person Submittal

Re: Application for rezoning; 5.54 acres located at 2259 Innovation Blvd; WCAD parcel R402749 (the “Property”)

Dear Ms. Bailey:

As representatives of the owner of the above stated Property we respectfully submit the attached application for rezoning of the Techline Pipe zone. The Property is located at 2259 Innovation Blvd (see Location Map attached). The Property was annexed and zoned with a default zoning of SF-1 in 2012, despite a warehouse and distribution use already being present on the property. We respectfully request to rezone the Property as Light Industrial (LI) to align with the current use. The surrounding properties are either zoned LI or have an industrial-type use. The proposed rezoning of LI would allow for the zone to be consistent with its current and historical use as well as the zoning designations and uses of the adjacent properties.

The rezoning application is subject to the following rezoning criteria and below are responses regarding each of the criteria:

1. Zoning is consistent with all applicable land use and development plans.

Response: The proposed rezoning is consistent with the FLUM and the Hutto comprehensive plan. The FLUM denotes the space as an Employment Center, outlined in the Hutto comprehensive plan as a place designated for retail that supports light manufacturing, which is consistent with Techline Pipe’s business as a pipe distributor.

2. Zoning is compatible with existing and permitted uses on properties in the neighborhood, and does not have an adverse impact on surrounding properties or the natural environment.

Response: The proposed rezoning is more appropriate than SF-1 based on its current use as a warehouse and distribution facility and the surrounding zoning, and thus would be more consistent with the nature of the surrounding area and the FLUM’s designation as an Employment Center.

3. Zoning corrects a clerical/administrative error on the zoning map

Response: When the site was annexed in 2012, it was assigned a default zone of SF-1, but it was never updated to account for the existing warehouse and distribution facility that had been built in 2000. Thus, the rezoning would correct for this and create a zone more consistent with the current use.

4. Zoning results in a logical and orderly development plan.

Response: The rezoning would make the zone more compatible with both its current use and the surrounding area, leading to a more cohesive development plan.

5. Zoning is not merely intended to confer an economic benefit to the property owner.

Response: The main purpose of the rezoning is to ensure that the zoning of the area is consistent with its current use.

6. Site is a legal building lot.

Response: The site is a legal building lot.

7. Will be served by adequate facilities including streets, fire protection, water, and sanitation for the proposed use.

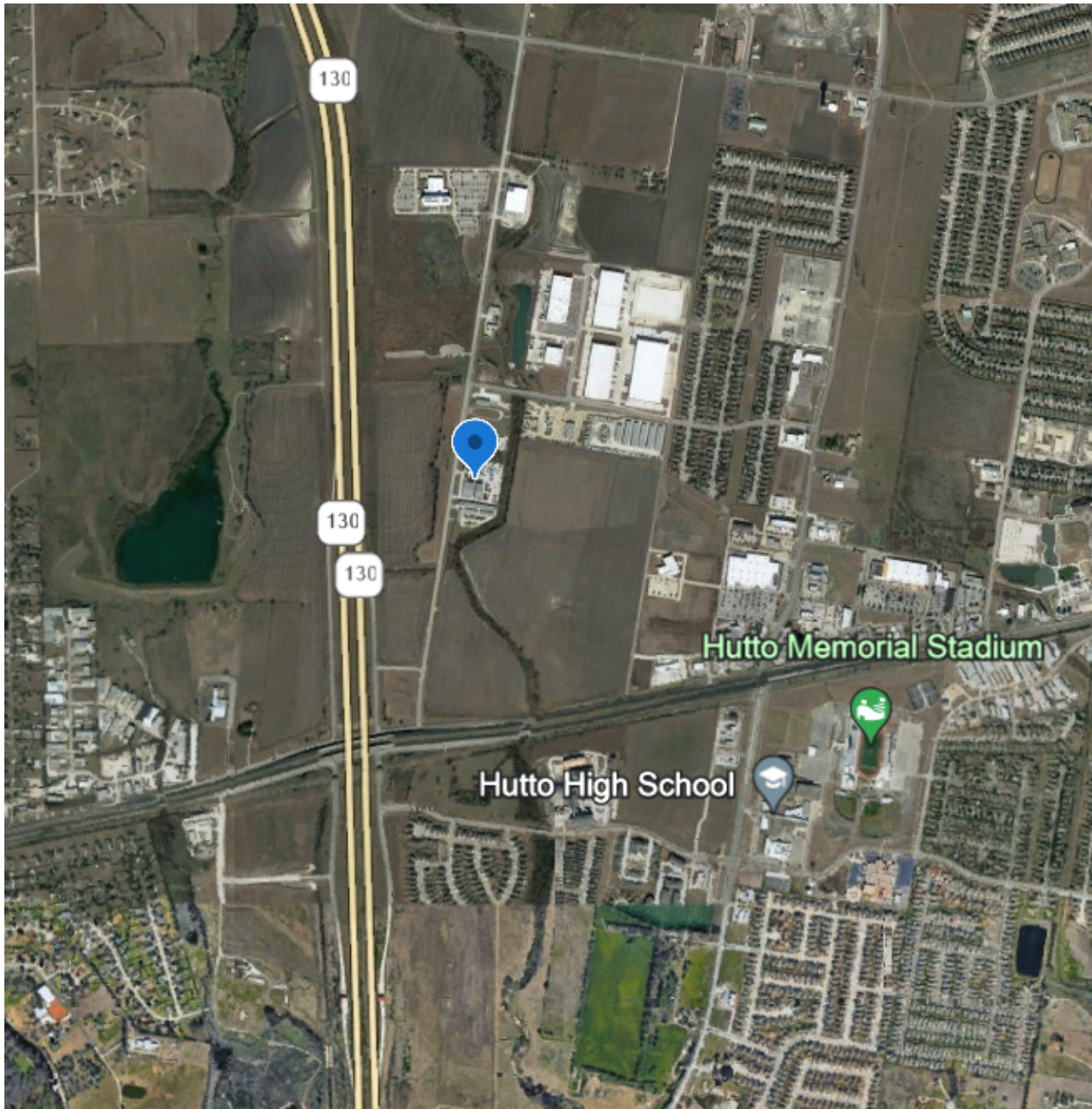
Response: The zone will be properly serviced by adequate facilities for its proposed use.

If you have any additional questions regarding this application please feel free to reach out.

Sincerely,

Amanda C. Brown
H.D. Brown Consulting, LLC

Location Map



COUNTY ROAD NO. 106

STATE OF TEXAS
REGISTERED
PAUL UTTERBACK
5738
PROFESSIONAL
LAND SURVEYOR

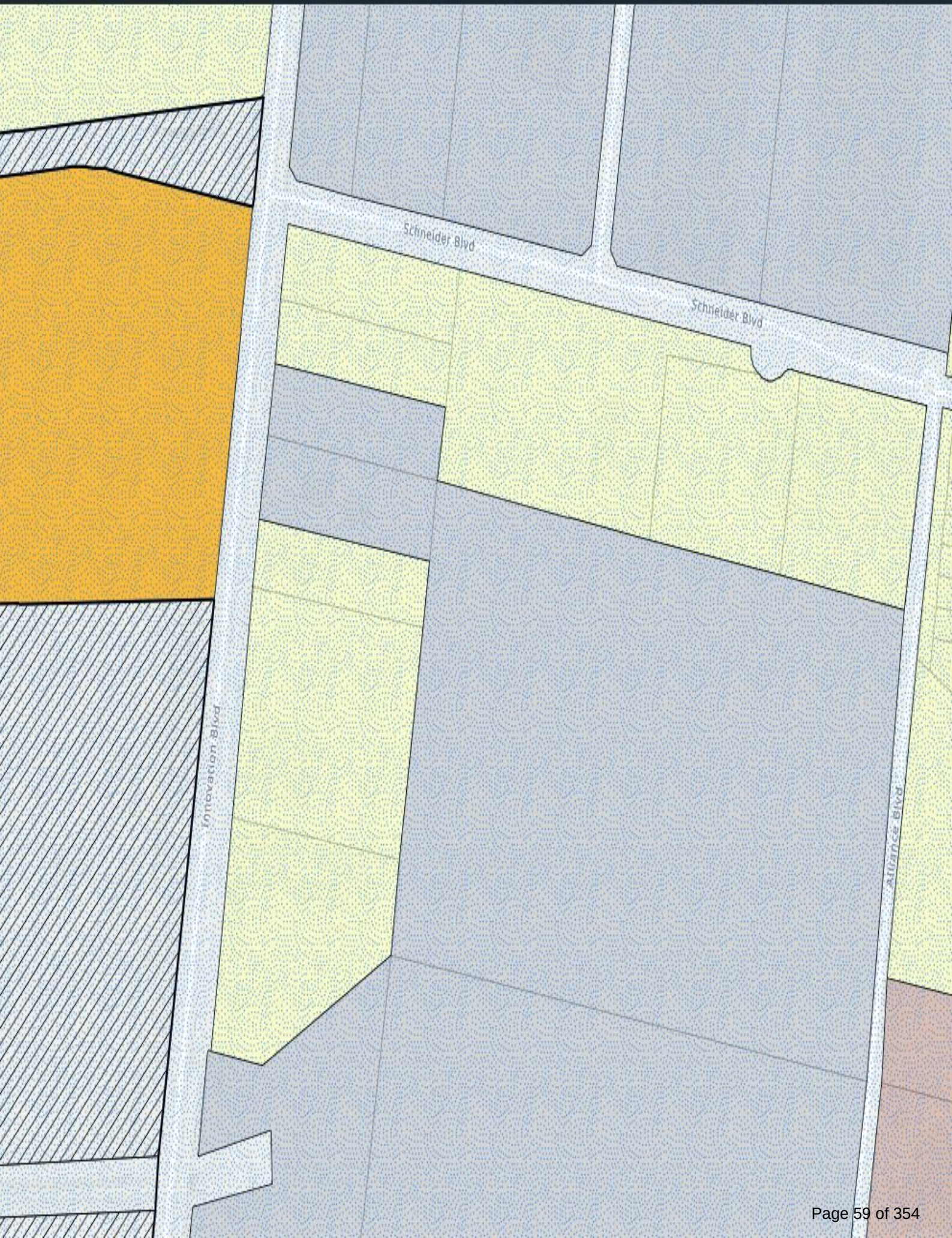
 **ATS** Engineers
Inspectors
& Surveyors

www.ats-engineers.com
TBPLS FIRM REG. #10126000

4910 West Hwy 290
AUSTIN, TEXAS 78735

(512) 328-6895
FAX: (512) 328-6896

Hutto Official Zoning Map



H D | B R O W N

October 13, 2023

Re: Application for rezoning; 5.54 acres located along Innovation Blvd; WCAD parcel R402749 (the "Property")

Dear Neighbor:

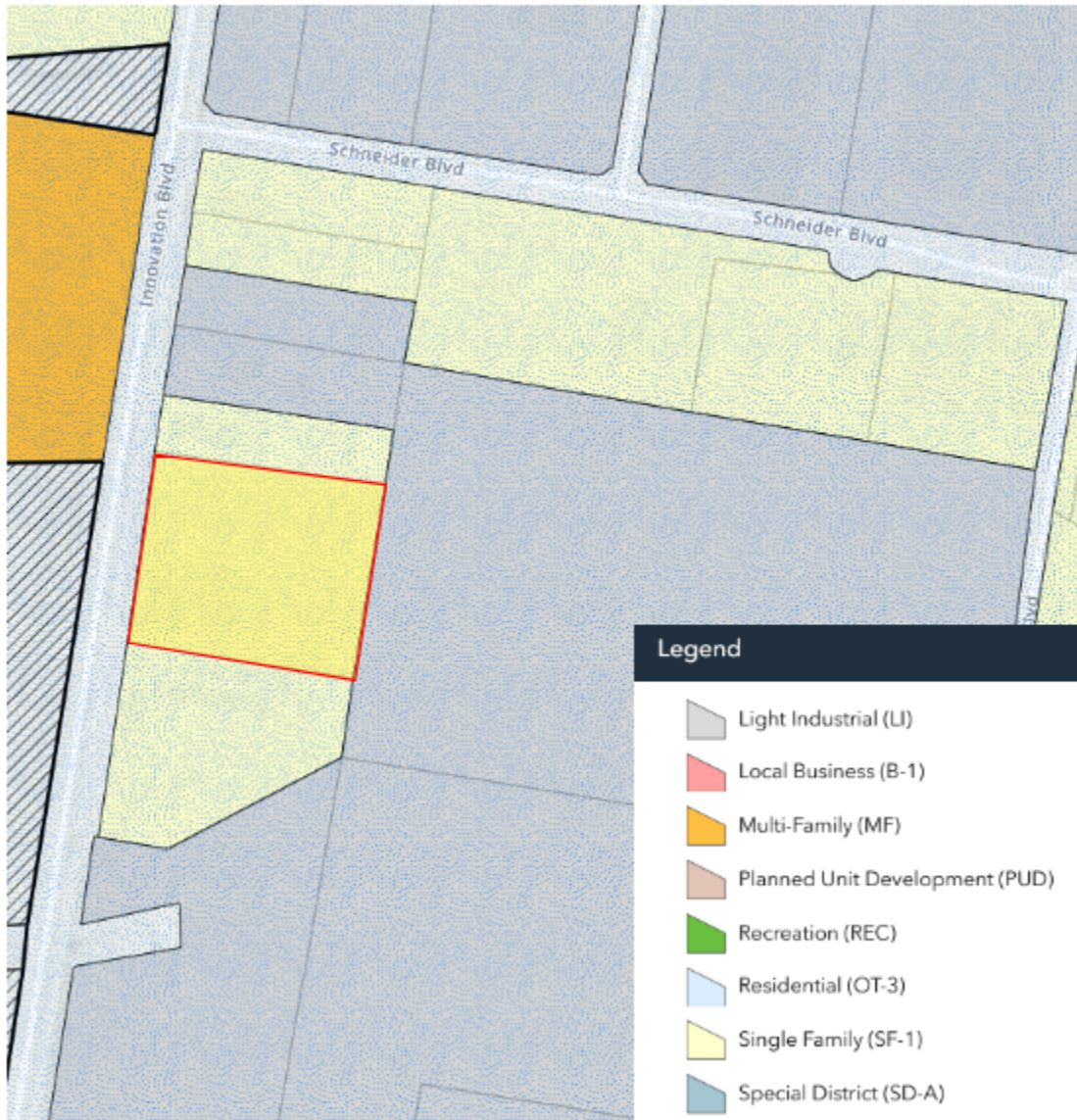
Please accept this letter of notice for a rezoning application within 600' of your property. The Property is located at 2259 Innovation Blvd (Zoning map attached), and is currently zoned Single Family (SF-1). The Property was annexed and zoned with a default zoning of SF-1 in 2012, despite a warehouse and distribution facility being present on the Property for several decades. We are rezoning the Property as Light Industrial (LI) to align with the current use.

Please feel free to reach out with any questions or concerns about the rezoning application.

Very truly yours,

Amanda Couch Brown

Zoning Map





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

PLANNING & ZONING COMMISSION ON: JANUARY 9, 2024
CITY COUNCIL ON: JANUARY 18, 2024
MEETING LOCATION: 500 W. Live Oak St. – City Hall
MEETING TIME: 7:00 PM

Notice is hereby given to all interested persons that the **HUTTO PLANNING AND ZONING COMMISSION AND CITY COUNCIL** will hold two separate public hearings regarding the zoning change request for the property known as **2259 Innovation Boulevard**, 5.54 acres, more or less, of land, Lot 6, Block A of the 108 Commercial Park Subdivision, located on Innovation Boulevard from SF-1 (Single Family Residential) to LI (Light Industrial) zoning district.

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

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

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

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Zoning change request for the property known as **2259 Innovation Boulevard**, 5.54 acres, more or less, of land, Lot 6, Block A of the 108 Commercial Park Subdivision, located on Innovation Boulevard from SF-1 (Single Family Residential) to LI (Light Industrial) zoning district.

Name:

CURT SCHOEN

Address:

2225 INNOVATION BOULEVARD, HUTTO, TX 78634

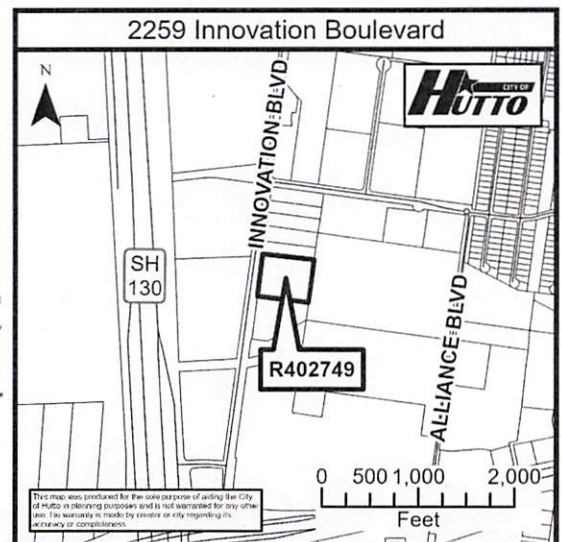
☒ I AM IN FAVOR

☐ I OBJECT

Write comments below, attach additional pages if needed.

-THIS IS A "NO BRAINER." NOT SURE WHY ALL PROPERTIES ON THIS SIDE OF INNOVATION BLVD. AREN'T ALREADY ZONED LIGHT INDUSTRIAL. THERE ARE NO SINGLE FAMILY RESIDENCES HERE.

SITE LOCATION MAP



AGENDA ITEM REPORT

10.2.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2024-021 appointing a representative to the Central Texas Clean Air Coalition (CAC) (Legal)
Meeting: Thursday, January 18, 2024
Department: Legal /
Staff Contact:

BACKGROUND INFORMATION:

The Administrative Coordinator with Capital Area Council of Governments (CAPCOG) contacted the City regarding the Central Texas Clean Air Coalition. They shared the following:

Currently, the City of Hutto does not have a representative on the Central Texas Clean Air Coalition (CAC). The CAC two-year terms run from the beginning of January of each even-numbered year to the end of December of each odd-numbered year, and your term ends this year. At the next available Hutto City Council meeting, we respectfully request that a new elected official be appointed.

Representatives to the CAC must be elected officials appointed by the governing bodies for the general members of the committee. Each general member's governing body appoints, by resolution, one elected official to serve on the Coalition and must provide written notification of this appointment to the CAPCOG staff liaison.

To have representation at the next CAC meeting on February 14, 2024, these appointments need to be back to CAPCOG by Wednesday, February 7, 2024.

SUMMARY OF REQUEST:

Apoin a Councilmember to the Central Texas Clean Air Coalition

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. 20240111 Hutto Res Appointing CAC representative R-2024-021
2. Attachment A CAC_Bylaws_Revised_2016-02-10

AGENDA ITEM REPORT

10.2.



RESOLUTION NO. R-2024-021

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
APPOINTING AN ELECTED OFFICIAL AS THE CITY OF
HUTTO'S CLEAN AIR COALITION REPRESENTATIVE
AS REQUIRED IN ARTICLE II OF THE CLEAN AIR
COALITION OF THE CAPITAL AREA COUNCIL OF
GOVERNMENTS BYLAWS; PROVIDING PROPER
NOTICE & MEETING, AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, The Central Texas Clean Air Coalition, herein after known as the "Clean Air Coalition" members are organizations that support the regional effort toward improvement of air quality in the Austin-Round Rock Metropolitan Statistical Area (MSA); and

WHEREAS, General members shall be local governments or Independent School Districts within the Austin-Round Rock MSA. The governing boards of general members must ratify the current clean air plan, commit to implementing selected emission reduction measures; and

WHEREAS, Representatives to the Clean Air Coalition will include elected officials appointed by governing bodies for the general members of the Clean Air Coalition per Article II of the Bylaws, attached as Exhibit A; and

WHEREAS, Each general member's governing body appoints by resolution one elected official to serve on the Clean Air Coalition and shall provide written notification to the CAPCOG staff liaison.

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 appoints _____ as the City of Hutto's Representative to the Clean Air Coalition with a term set to expire on December 31, 2024.

Section 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the **18th** day of **January 2024** on vote of ___AYES; ___NAYS; ___ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

**Central Texas Clean Air Coalition
of the
Capital Area Council of Governments**

Article I – Name, Purpose, Responsibilities

The Central Texas Clean Air Coalition, herein after known as the “CLEAN AIR COALITION”, is a voluntary, unincorporated association which became linked with the Capital Area Council of Governments (CAPCOG) by a resolution that was adopted November 13, 2002.

The purpose of the CLEAN AIR COALITION is:

- To develop, adopt and implement a clean air plan to achieve and maintain compliance with federal ground-level ozone standards for the counties of Bastrop, Caldwell, Hays, Travis and Williamson;
- To establish and monitor a regional effort toward the improvement of air quality;
- To develop policies and strategies that will provide guidance for each of its independent governing bodies about actions that will achieve clean air in Central Texas;
- To work cooperatively to achieve clean air standards that will protect public health and yet allow local governments the flexibility to select measures best-suited to each community’s needs and resources; and
- To provide CAPCOG executive committee with recommendations for administering funding provided by local sources for the purpose of supporting the regional air quality plan or program implementation, assessment , and improvement activities in Central Texas.

Article II – Membership

Members

CLEAN AIR COALITION members are organizations that support the regional effort toward improvement of air quality in the Austin-Round Rock MSA.

Membership Categories

There are two categories of membership for the CLEAN AIR COALITION: general members and supporting members.

General members shall be local governments or Independent School Districts within the Austin-Round Rock Metropolitan Statistical Area (MSA). The governing boards of general members must ratify the current clean air plan, commit to implementing selected emission reduction measures.

Supporting members shall act within their individual organizations to support the purpose of the CLEAN AIR COALITION and report their actions to the CLEAN AIR COALITION or CAPCOG liaison upon request.

Attachment A

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BY-LAWS

Supporting members are not required to appoint a representative to the CLEAN AIR COALITION meetings and are not allowed to vote.

While organizations other than local governments or school districts in the Austin-Round Rock MSA may be supporting members, only local governments or independent school districts in the Austin-Round Rock MSA may participate in the CLEAN AIR COALITION as general members.

Changes in Membership Categories

Members may change their membership category if they meet eligibility requirements and are endorsed by a majority vote of the CLEAN AIR COALITION.

Representatives

Representatives to the CLEAN AIR COALITION will include elected officials appointed by governing bodies for the general members of the CLEAN AIR COALITION. Each general member's governing body appoints by resolution one elected official to serve on the Coalition and shall provide written notification to the CAPCOG staff liaison.

Terms

1. The term of appointment for a representative shall begin on the date of appointment by the representative's governing body, and will terminate December 31st in odd numbered years.
2. There is no limit to the number of times that a representative may be re-appointed. In the case of a vacancy, the CAPCOG staff liaison shall notify the representative's governing body and that body shall appoint a replacement

Vacancy

A vacancy occurs when:

1. A representative dies;
2. A representative's term expires and the representative is not reappointed;
3. A representative is no longer an elected official;
4. A representative resigns; or
5. A representative is removed.

Attendance

1. Representatives are expected to attend all meetings; attendance records will be maintained.
2. If within one calendar year a representative misses (and does not send a proxy) two (2) consecutive meetings the member's governing body will be notified in writing. The representative's governing body will have the option of replacing the member, if appropriate.
3. A representative may designate a proxy to attend regular and special meetings in that representative's place. The proxy's attendance will be credited for the representative's annual attendance but will not be counted toward the quorum. The designated proxy will not be

Attachment A

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BY-LAWS

eligible to vote, but may participate in discussion as needed to communicate the support, concerns, or questions of the organization being represented.

New Members

Membership may be expanded by majority vote of the CLEAN AIR COALITION. If new members are eligible for more than one membership category, new members may choose the membership category they wish to participate under.

Article III - Officers

Election

Election of a Chair and up to two (2) Vice-Chairs will occur at the first meeting of each odd-numbered calendar year, with the following representation:

- At least one (1) officer from a local governing bodies in Travis County;
- At least one (1) officer from a local governing body in either Williamson or Hays Counties; and
- Up to one (1) additional officer from a local governing body in any of the MSA counties.

Terms

1. Officers serve two-year terms.
2. Officers may serve a maximum of two (2) consecutive terms.

Vacancy

In the event an Officer is unable to fulfill his/her term, the remaining Officers move up to fill open positions. The CLEAN AIR COALITION may elect a replacement, at a regular or specially called meeting, to ensure a full complement of Officers for the remainder of the unexpired term.

Duties

1. The Chair shall preside at all meetings of the CLEAN AIR COALITION.
2. Vice-Chairs shall perform all the duties of the Chair in the case of absence or disability and such other duties as may arise, from time to time, when required or requested by the CLEAN AIR COALITION.
3. In case the Chair and Vice-Chairs are absent or unable to perform their duties, the CLEAN AIR COALITION may appoint a Chair pro tem.

Attachment A
CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BY-LAWS

Other Officers

The CLEAN AIR COALITION may elect other Officers from time to time to carry out its responsibilities. This may be done by a simple majority vote of the CLEAN AIR COALITION members at any regularly scheduled meeting where a quorum is present.

Article IV - Meetings

Regular Meetings

1. The CLEAN AIR COALITION shall meet on a day, time and place specified by the Chair of the CLEAN AIR COALITION.
2. Written notice, including an agenda, of each regular meeting shall be prepared by the CLEAN AIR COALITION liaison and mailed, or electronically transmitted, or hand-delivered to each CLEAN AIR COALITION representative at least five (5) business days before the meeting date.
3. The Chair has the discretion to allow meetings to be conducted via teleconference or video conference.

Special Meetings

1. The CLEAN AIR COALITION shall meet specially, if called by the CLEAN AIR COALITION Chair or requested in writing by at least one-third of the representatives, excluding vacancies.
2. A request by the membership for a special meeting must be in writing, addressed to the Chair, and describing the purpose or purposes of the meeting. Only that business reasonably related to the purpose or purposes described in the request may be conducted at a special meeting.
3. Notice of any special meeting shall be given at least 72 hours prior to the special meeting.

Quorum and Action

1. Appointed representatives from a majority of the Counties in the Austin-Round Rock MSA constitute a quorum for conducting CLEAN AIR COALITION business.
2. A majority vote of the appointed representatives present at an established quorum meeting is necessary for action by the CLEAN AIR COALITION for the entire meeting.

Open Meetings and Records

1. All meetings of the CLEAN AIR COALITION shall be open to the public. It is the intention of the CLEAN AIR COALITION that meetings be open to the public.
2. Minutes or meeting notes of the CLEAN AIR COALITION meetings, documents distributed and other records will be kept at CAPCOG. The CAPCOG liaison shall be the recording clerk. The recording clerk shall keep recordings of all CLEAN AIR COALITION meetings for a period of one (1) year after each meeting; print copies of summary minutes for each meeting shall be permanently maintained on file. These materials are available for public view, at the CAPCOG offices, upon receipt of a written request by the interested party.

Attachment A

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BY-LAWS

3. Except where these bylaws require otherwise, *Robert's Rules of Order* shall govern the conduct of CLEAN AIR COALITION meetings.

Professional Conduct

CLEAN AIR COALITION representatives should maintain objectivity and professionalism when carrying out business of the CLEAN AIR COALITION.

Sub-Committees:

The CLEAN AIR COALITION may create ad hoc committees or technical sub-committees as deemed appropriate.

Article V – Amendments by the Clean Air Coalition

Authority of the CLEAN AIR COALITION

CLEAN AIR COALITION may amend these bylaws at a regular or specially called meeting. The written text of a proposed amendment must be included with the notice of the meeting at which the amendment will be considered.

Effective Date

An Amendment to the bylaws takes effect when approved by the CLEAN AIR COALITION unless the amendment specifies a later effective date. Copies of amended bylaws will be distributed to CLEAN AIR COALITION representatives by the CAPCOG liaison.

Bylaws History

Adopted January 9, 2002

Amended October 15, 2003

Amended June 26, 2009

Amended May 8, 2013

Amended February 10, 2016

AGENDA ITEM REPORT

11.1.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2024-004 authorizing a budget amendment for Parkland Improvement Funds of \$1,247,771 for Architectural Services with Burditt Consultants for the renovation of Fritz Park (Alberta Barrett)
Meeting: Thursday, January 18, 2024
Department: Community Services /
Staff Contact: Alberta Barrett

BACKGROUND INFORMATION:

Staff is requesting this budget amendment to 40-060-032-6681

On July 6, 2023, City Council approved Resolution 2023-145, partnering with Burditt Consultants for architectural design services \$1,247,771 and opting for a Construction Manager-At-Risk (CMAR) approach.

Council approved Resolution 2023-155 to preserve the ability to reimburse the Park Improvement Fund from any subsequent bond issuance for the renovation of Fritz Park. This item was in FY2022-23, but did not get added to FY2023-24 Budget.

Resolution R-2024-005 regarding payment of all Fritz Park Renovation Costs from \$11M Bond Issuance was tabled, per the direction of City Council, until after the Phase 2 Guaranteed Maximum Price has been established (expected in May 2024).

SUMMARY OF REQUEST:

Approval of the Ordinance for the budget amendment

STAFF REVIEW:

FISCAL NOTES:

As stated above, this project was not included in the FY 2023-24 Park Improvement Fund Budget. Once the budget amendment is approved, these architectural services for the renovation of Fritz Park will be added as follows:

Park Improvement Budget (40)
Account ID:40-060-032-6681
Account Description: Park Improvements
Line Item Budgeted Amount: \$1,752,500

AGENDA ITEM REPORT

11.1.



Subline(Project) Budgeted Amount P14-2024 : \$0
Fund Balance Available: \$1,587,716
Fund Balance Requested: \$1,247,771
Fund Balance Remaining: \$339,945

ATTACHMENTS:

1. Hutto Parkland Budget Amendment Jan 2024 O-2024-004

ORDINANCE NO. O-2024-004

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AUTHORIZING A BUDGET AMENDMENT FOR PARKLAND IMPROVEMENT FUNDS OF \$1,247,771.00 FOR ARCHITECTURAL SERVICES WITH BURDITT CONSULTANTS FOR THE RENOVATION OF FRITZ PARK; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 6, 2023, the City Council for the City of Hutto, Texas, approved Resolution 2023-145 partnering with Burditt Consultants architectural design services in the amount of \$1,247,771.00; and

WHEREAS, the City Council further opted for a Construction Manager-At-Risk (CMAR) approach; and

WHEREAS, the City Council approved Resolution 2023-155 to preserve the ability to reimburse the Park Improvement Fund from any subsequent bond issuance for the renovation of Fritz Park; 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 Fiscal Year 2023-2024 Budget, and that the budget amendment serves a municipal purpose; and

WHEREAS, after adoption of the budget, the City Council may by ordinance make certain amendments to the budget pursuant to Section 8.07 of the City of Hutto Home Rule Charter; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR 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 appropriations for the fiscal year beginning October 1, 2023 and ending September 30, 2024, for the support of the general government of the City of Hutto, Texas, shall be amended as shown in **Exhibit A**.

SECTION 3. The amendment, as shown in words and figures in **Exhibit A**, is hereby approved by the City Council in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2023, through September 30, 2024.

SECTION 4. A copy of the amended budget shall be placed in the office of the Williamson County Clerk as required by Texas Local Government Code 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. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

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 of the Texas Government Code.

SECTION 9. This Ordinance shall be in full force and effect immediately upon its passage and publication, when such a requirement is satisfied as required by law.

PASSED AND APPROVED on First Reading the ____ day of _____, 2024.

PASSED AND ADOPTED on Second Reading the ____ day of _____, 2024.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

AGENDA ITEM REPORT

11.2.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2024-006 on budget amendment to realign salary budget for Police Department (Chief Jeffrey Yarbrough)
Meeting: Thursday, January 18, 2024
Department: Police Department /
Staff Contact: Alberta Barrett, Jeff Yarbrough

BACKGROUND INFORMATION:

The adopted 2023-2024 budget for the Hutto Police Department sought to expand the department's workforce by offering competitive salaries and a competitive step pay scale for lateral police officers with experience. The strategic intent was to attract a higher level of interest in vacant police officer positions within the department. The response, however, far exceeded initial projections and expectations.

The implementation of step and salary increases resulted in an unprecedented, positive response. This led to the recent hiring of nine highly experienced officers, seven of whom were hired at the top step of the lateral salary range due to their experience. The consequential benefit to the department has been dramatic, primarily due to the wealth of expertise and staffing shortage relief experienced officers bring. Additionally, experienced officers are able to complete a modified field training program and transition to fully functional patrol officer positions in a much shorter period than cadets or inexperienced officers.

The success of this initiative presented an unexpected fiscal challenge. New officers were hired early in the first three months of the budgetary cycle which resulted in the allocation of a significant portion of the budgeted salary and benefits funds to be used upfront. Consequently, this dramatically reduced available funding earmarked for other crucial staffing needs, specifically the hiring of two additional officers and three essential non-sworn positions.

The urgency for the additional positions is two-fold. Firstly, the two additional officer positions would allow the department to fully staff the traffic enforcement division and reestablish previously collapsed essential units. Secondly, the civilian roles which include the crisis intervention specialist, crime scene tech, and IT specialist, are critical to addressing the needs within both the city and department.

The shortfall in funding, due to the unprecedented recruitment success, impacts the ability to achieve and maintain optimal staffing levels and fulfill pivotal roles vital to the efficient functioning of the Hutto Police Department.

AGENDA ITEM REPORT

11.2.



SUMMARY OF REQUEST:

The Hutto Police Department's initial budget proposal for new officer salaries was calculated at a cadet officer annual hiring rate of \$60,000. However, the adoption of an improved step pay scale and competitive increases in pay, dramatically improved the department's ability to attract highly qualified lateral police officers. The recruitment success has led to the hiring of experienced officers at the top end of the step pay scale, at an annual salary of \$86,000.

The Hutto Police Department seeks to continue hiring for the approved vacant positions. However, the existing budgetary constraints present a significant challenge in completing this objective. To address the shortfall and complete the hiring of essential positions within the Hutto Police Department, the recommendation is to seek a budget amendment from the City Council. The amendment proposes the reallocation of unused salary funds identified in other City departments from the 1st quarter, as well the use of available funds within the current police department budget.

The rationale is to secure additional funds and proceed with filling the approved new and vacant positions. This includes filling the crisis support specialist position which is a top priority expressed by community members during budget workshops. Additionally, the amendment allows for the hiring of an IT specialist to address the critical needs of the aging Hutto Police Department IT infrastructure and maintenance of police equipment/technology systems. Furthermore, the amendment would allow the department to fill the crime scene tech position which is an essential role in the processing and handling of crime scenes and evidence.

The proposed budget amendment is not only a strategic fiscal realignment but a crucial step in ensuring the continued excellence and effectiveness of service provided by the Hutto Police Department.

STAFF REVIEW:

On January 2, 2024, the Hutto Police Department engaged in discussions with key stakeholders, including the City of Hutto Finance Department, City Manager's Office, and various City department heads. Discussions centered on addressing the current Hutto Police Department budgetary challenges and the exploration of viable options to meet the pressing needs of the department. The goal was to identify strategic solutions that align with the overall fiscal objectives of the City of Hutto while ensuring the continued effectiveness and growth of the Hutto Police Department. During the discussions, the Hutto Finance Department identified unspent 1st quarter salary funds in several departments that would not be utilized during this budget cycle. It was determined that the existing resources could be reallocated to meet the specific budgetary needs of the Hutto Police Department.

FISCAL NOTES:

Budget amendment is balanced. Finance is supportive of this action. (see details of the amendment in the attachment)

AGENDA ITEM REPORT

11.2.



ATTACHMENTS:

1. Police Budget Amendment

ORDINANCE NO. O-2024-_____

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR OF OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, BY APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS FOR ADDITIONAL EXPENDITURES IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; FINDING MUNICIPAL PURPOSES; PLACING ADDITIONAL RESTRICTIONS ON SAID FUNDS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Hutto, Texas, adopted the City's Fiscal Year 2023-2024 Budget in September of 2023; 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 Fiscal Year 2023-2024 Budget, and that the budget amendment serves a municipal purpose; and

WHEREAS, after adoption of the budget, the City Council may by ordinance make certain amendments to the budget pursuant to Section 8.07 of the City of Hutto Home Rule Charter; and

WHEREAS, Police Department vacancies have been filled with qualified, experienced officers at higher pay levels than new recruits that would enter the academy and not be able to work on the force for 2 years until fully trained;

WHEREAS, it was anticipated that Police vacancies would occur slowly over the fiscal year, but due to economic changes and pay increases, vacancies are being filled closer to the beginning of the year which requires more budget dollars; and

WHEREAS, the City Council desires to allow an additional \$87,826 to fund the continuing early hiring of vacancies.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR 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 appropriations for the fiscal year beginning October 1, 2023 and ending September 30, 2024, for the support of the general government of the City of Hutto, Texas, shall be amended as shown in **Exhibit A**.

SECTION 3. The amendment, as shown in words and figures in **Exhibit A**, is hereby approved by the City Council in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2023, through September 30, 2024.

SECTION 4. A copy of the amended budget shall be placed in the office of the Williamson County Clerk as required by Texas Local Government Code 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. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

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 of the Texas Government Code.

SECTION 9. This Ordinance shall be in full force and effect immediately upon its passage and publication, when such a requirement is satisfied as required by law.

PASSED AND APPROVED on First Reading the ____ day of _____, 2024.

PASSED AND ADOPTED on Second Reading the ____ day of _____, 2024.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

EXHIBIT A

Division	Account	Original Budget	Proposed Budget Amendment	Revised Budget	Notes
Police Department	10-050-001-6001 Salaries	4,955,851	87,826	5,043,677	Provide additional budget to continue hiring
Police Department	10-050-001-6502 Training	95,000	(30,000)	65,000	Less training needed due to hiring more experienced staff
Police Department	10-050-001-6291 Ammunition	55,000	(5,000)	50,000	\$5k unexpected credit received
Police Department	10-050-001-6021 Longevity	26,400	(5,160)	21,240	Only \$21,240 used for annual longevity
Economic Development	10-010-006-6001 Salaries	334,294	(23,833)	310,461	Hiring delay for EDC Director and Business Retention Specialist
Streets & Drainage	10-040-060-6001 Salaries	667,661	(23,833)	643,828	Hiring delay in new personnel

AGENDA ITEM REPORT

11.3.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2024-005 adopting the Hutto Schedule of Fees and Charges for Fiscal Year 2023/2024, Appendix A of the Hutto Code of Ordinances; amending the Article a4.000 Public Facility Rentals, Section 2 Park Facilities by adding fees for the Gin Building Rental; by adding a Water Reservation Fee and consolidating fees and establishing costs and fees charged by the City of Hutto (First Reading) (Jeff White, Matt Rector, David Amsler)
Meeting: Thursday, January 18, 2024
Department: Finance /
Staff Contact: Jeff White, Matt Rector, David Amsler

BACKGROUND INFORMATION:

Staff is requesting approval of the proposed fees.

The Gin Building, once used as a place for cotton and grain activities, is in the process of becoming owned by the City of Hutto, situated at 420 US 79. This place is a versatile spot for events, perfect for hosting various gatherings like birthdays, family reunions, weddings, and other important celebrations. The decision to allow the building to be rented out aligns with the city's aim to use it for community activities and special events. Gin Building rentals will take place daily from 8am to 11pm and will be processed on the Parks and Recreation website page. The proposed fees represent a 25% increase from 2018. The proposed fee matched the approximate cost of inflation of 22% from 2018 to 2024..

For gatherings with less than 50 people, renters must arrange (at their own cost) one portable restroom and one handwashing station. If the gathering size increases by another 50 people, renters will need to provide an additional restroom. And for every additional 100 people, another handwashing station must be arranged by the renter at their expense. This helps ensure that the facilities adequately accommodate the number of attendees for each event.

Proposed fees:

Gin Building	Resident Rate	Nonresident Rate	Deposit
Four hour rate	\$500	\$750	\$350
Eight hour rate	\$1000	\$1,500	\$350

At the 1/4/2024 City Council meeting, City Council approved a policy for water reservations

AGENDA ITEM REPORT

11.3.



associated with the SER process. The fees associated with this reservation have been added to the fee schedule as \$70 per LUE per year.

At the 1/4/2024 City Council meeting, City Council was presented with an updated method for calculating Parkland fee-in-lieu fees. If approved tonight, the residential fees will change from \$800 to \$2,300 per dwelling unit.

Removal of conflicting information regarding right-of-way use permits.

SUMMARY OF REQUEST:

Section A1.004 Development Fees:

- Changed parkland fee in lieu of land of residential builds from \$800 to \$2,300 per dwelling unit
- Added Water LUE Reservation: \$70.00 per LUE per year
- Removal of conflicting information regarding right-of-way use permits

Section A4.001 Facilities and Equipment Rental:

Gin Building

Four-hour rate	\$500	\$750	\$350	\$350
Eight-hour rate	\$1,000	\$1,500	\$350	\$350

STAFF REVIEW:

Approval of the ordinance to adopt the fee schedule

FISCAL NOTES:

The newly approved fees are outlined in the "background information" and "summary of request" fields. These additions and updates will enhance the City's revenue stream.

ATTACHMENTS:

1. 20240110 Hutto Ord Fee Schedule amendment v2
2. Amendment Fee Schedule 2024.01.10 Clean

AGENDA ITEM REPORT

11.3.



-
3. Attachment A Amdmt Fee Schedule 20240110 redline final
 4. Previous Brochure

ORDINANCE NO. O-2024-005

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, ADOPTING THE HUTTO SCHEDULE OF FEES AND CHARGES FOR FISCAL YEAR 23/24, APPENDIX A OF THE HUTTO CODE OF ORDINANCES; AMENDING ARTICLE A4.000 PUBLIC FACILITY RENTALS, SECTION 2 PARK FACILITIES, AMENDING ARTICLE A1.004, DEVELOPMENT FEES, SECTION 2 SER REVIEW OF WATER AND WASTEWATER FEE; AND CONSOLIDATING FEES AND ESTABLISHING COSTS AND FEES CHARGED BY THE CITY OF HUTTO; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING FOR A PENALTY FOR A VIOLATION OF § 1.01.009 OF THE HUTTO CODE OF ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas, (the “City”), has established by ordinance certain fees for licenses, permits, and services provided by the City; and

WHEREAS, the City has conducted a review and a consolidation of certain fees for licenses, permits, and services provided by the City; and

WHEREAS, the fees, costs, and expenses charged by the City amending Article A4.000 Public Facility Rentals for adding a fee for the Gin Building rental, amending Article A1.004, Development Fees for adding the per year Water LUE Reservation fee, and organized and consolidated; and

WHEREAS, the Schedule of Fees, which is included in the Fiscal Year 23/24 Budget as Appendix A and attached hereto as Fee Schedule, Appendix A and reflects revisions to certain fees, a restatement of certain fees not revised, and a consolidation of fees.

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

Section 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes and findings of fact.

Section 2. All persons, firms, or corporations applying for licenses or permits or receiving other City services described in the Fee Schedule Appendix A as provided for in Attachment “A”, that require the payment of a fee incident to such application or service shall pay the fees as prescribed in the Fee Schedule, Appendix A, Attachment “A”, which is hereby made a part of this Ordinance as if fully set forth therein. It shall be a violation of this Ordinance to conduct any activity or commence any use or receive any service for which payment of a fee described within the Fee Schedule is required until such fee has been paid (if required to be paid in advance) or to fail to pay such fee when properly billed.

Section 3. The City Council may, from time to time, by ordinance add to the fees set forth on the Fee Schedule, and the fees now or hereafter set forth on the Fee Schedule, Appendix A may be modified from time to time by resolution of the City Council.

Section 4. If any provision of this Ordinance is illegal, invalid, or unenforceable under present or future laws, the remainder of this Ordinance will not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid, and enforceable will be added to this Ordinance.

Section 5. That all provisions of the ordinances of the City of Hutto in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Hutto not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 6. A violation of this Ordinance shall be a Class C misdemeanor with fine of not more than \$500.00 as prescribed in §1.01.009, General Penalty for Violation of Code; Continuing Violations of the Hutto Code of Ordinances. If any other ordinance, including the Code of Ordinances, establishes a different penalty for the failure to pay any fee reflected on the Fee Schedule, the provisions of such other ordinance or the Code of Ordinances shall control with respect to such penalty.

Section 7. This Ordinance shall be effective upon passage on the second reading followed by publication in full or by caption in two successive issues of the official newspaper of the City, pursuant to Section 3.13 of the City Charter.

READ and APPROVED on the first reading this the **18th** day of **January 2024**.

READ, PASSED, and ADOPTED on the second reading of this ____ day of _____, **2024** 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 Lewis, City Secretary

Attachment “A”

APPENDIX A

FEE SCHEDULE

ARTICLE A1.000 DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION

Sec. A1.001 Zoning fees

- 1) Temporary use permits: \$300.00.
- 2) Zoning change: \$750.00 up to 5 acres. \$100.00 for each additional 5 acres.
- 3) 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
- 4) Planned unit development (PUD) amendment: 75% of regular planned unit development (PUD) fee.
- 5) Zoning variance: \$400.00.
- 6) Development agreements: \$3,000.00. This Development Agreement Fee does not include the PID or MUD fee or the pass-through cost of the legal review fees.
- 7) Development agreement amendment: \$1,500.00. The amendment fee does not include the pass-through cost of the legal review fee.
- 8) Form based code submittal: \$500.00 up to 80 acres. \$100.00 for each additional 5 acres.
- 9) Form based code amendment: 75% of regular form-based code submittal fee.
- 10) Annexation (voluntary): \$500.00.
- 11) Specific use permit: \$500.00.
- 12) Zoning verification letter: \$50.00.**
- 13) Minor Modification (historic district only): \$500.00
- 14) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**
- 15) Technology fee: \$25.00 except where indicated by **.
- 16) Notices:
 - a) Published: \$150.00. If the applicant requests postponement, the applicant shall incur the costs of a new published notice(s).
 - b) Mailed: \$1.00 per mailed notice.
 - i) 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.
 - c) On-site public hearing notification sign: \$25.00 per sign.
 - d) 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

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

Sec. A1.003 Subdivision fees

- 1) Development Assessment Review: \$1,100.00
- 2) Preliminary plat: \$1,550.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- 3) Preliminary plat revision: 75% of regular major subdivision preliminary plat fee.
- 4) Final plat: \$1,000.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- 5) Plat vacation: \$500.00.
- 6) Amended plat of subdivision: \$500.00 plus \$25.00 per lot.
- 7) Plat recordation processing fee: \$50.00 plus Williamson County plat recordation fees.**
- 8) Minor/short form final plat: \$500.00.
- 9) Right-of-way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): \$250.00**. Requires amendment plat.
- 10) GIS fee: \$25.00 per application unless otherwise stated herein. \$25 per lot for Preliminary Plats, Amended Plats, and Short Form Plats.**
- 11) Subdivision public improvements/right-of-way construction inspection fee:
 - a) First 100 acres - \$1,500 per acre
 - b) Next 150 acres - \$750 per acre
 - c) All additional acres over 250 acres - \$325 per acre
 - d) Off-site infrastructure - \$7.50 per linear foot per infrastructure item (i.e., streets, drainage, water, wastewater, etc.)
- 12) Plan extension request (1-year extension): \$250.00.**
- 13) Subdivision public improvements/construction plan review:
 - a) Initial Submittal
 - b) First 100 acres - \$500 per acre
 - c) Next 150 acres \$250 per acre
 - d) All additional acres over 250 acres - \$125 per acre
 - e) Off-site Infrastructure - \$2.50 per linear foot per infrastructure item (i.e., streets, drainage, water, wastewater, etc.)
 - f) Resubmittal (each resubmittal) - \$500 or 10% of initial submittal fee whichever is greater
- 14) Legal lot determination: \$50.00.**
- 15) Subdivision variance: \$300.00.
- 16) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**
- 17) Technology fee: \$25.00 except where indicated by**
- 18) Service extension request application fees:
 - a) Request not requiring city participation: \$200.00.
 - b) Request requiring city participation: \$500.00.
 - c) Technology fee: \$25.00.

Sec. A1.004 Development fees

1) Parkland fee-in-lieu of land dedication fees:

- a) Residential: \$2,300 per dwelling unit.
- b) Nonresidential: \$975.00 (minimum); \$975.00 per acre for 3 or more acres.

2) SER Review of Water and Wastewater Fee:

- a) Administration Fee for SER Review of Water and Wastewater: \$300.00
- b) Water:

Tier	LUE Range	Corresponding Peak Hour Flow	Fee Per SER
Tier 1	0-149 LUE's	326 gpm (0.47 mgd)	\$1,600.00
Tier 2	150-299 LUE's	654 gpm (0.94 mgd)	\$2,460.00
Tier 3	300-899 LUE's	1,967 gpm (2.83 mgd)	\$3,630.00
Tier 4	900-1,499 LUE's	3,297 gpm (4.72 mgd)	\$5,320.00

Any development submitted to the City with a proposed LUE count of 1,500 or above will require a separate project-specific SER review fee negotiation

c) Wastewater

Tier	LUE Range	Corresponding Peak Flow in Gravity Line*	Fee Per SER
Tier 1	0-149 LUE's	Up to 15% of 15-inch gravity line at minimum slope flowing full	\$2,340.00
Tier 2	150-299 LUE's	Up to 15% of 21-inch gravity line at minimum slope flowing full	\$3,690.00
Tier 3	300-899 LUE's	Up to 15% of 36-inch gravity line at minimum slope flowing full	\$5,130.00
Tier 4	900-1,499 LUE's	N/A	\$9,690.00

*Full pipe capacity calculated minimum slope as per the City Utility Criteria Manual (UCM). Peak flow calculated using Peak Wet Weather Flow per the City UCM.

Any development submitted to the City with a proposed LUE count of 1,500 or above will require a separate project-specific SER review fee negotiation

d) Water LUE Reservation: \$70.00 per LUE per year

Sec. A1.005 Site plan fees

- 1) Site plan review fee: \$1,000.00 plus \$100.00 per acre. A resubmittal fee of 25% of the original fee is due at the third submittal for the project, 33% of the original fee at the fourth submittal, and 50% of the original fee for any review after the fourth submittal
- 2) Site plan revision: Half of the original site plan fee for the project.
 - a) Technology fee: \$25.00.
- 3) Site inspection fee: \$200.00 plus \$0.05/sq. ft. for impervious cover.

- 4) Site inspection fee (public improvements only): 3% of cost of public improvements.
- 5) Minor deviations/design modifications: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- 6) Fire review fees: Fire review fees shall be established by the Williamson County Emergency Services District No. 3.
- 7) Clearing and grading permit fees:
 - a) Application fee: \$100.00.
 - b) Technology fee: \$7.00.
- 8) Regional Stormwater Management fees:
 - a) Single-family: \$1,600.00 per acre
 - b) Multifamily: \$3,200.00 per acre
 - c) Commercial/Industrial: \$4,800.00 per acre

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) Building Permit Revisions: professional recovery fee (amount invoiced by the third party consultant)
- 5) 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.
- 6) Master plan submittal: \$500.00 per new home plan compliance review.

Sec. A1.007 Building permit fees

- 1) 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.
- 2) New commercial/residential addition/commercial addition/commercial remodel permit fees: Includes required inspections. Reinspection are an additional fee. All fees are based on the most recent ICC valuation table.
 - a) Inspection/Reinspection: \$85.00 residential and \$100.00 commercial/multi-family (each inspection). After 3rd failed inspection, must wait 2 business days for reinspection.
 - i) MedGas Inspection: \$250.00 per inspection.
 - b) Technology fee:
 - i) Residential building permit: \$10.00.
 - ii) Commercial building permit: \$20.00.
- 3) Miscellaneous permits/inspections by type:
 - a) Technology fee: \$7.00 for all miscellaneous permits, except where indicated by **.
 - b) Move-in permit fee (modular structure): \$150.00.
 - c) Demolition:

- i) Residential: \$50.00.
- ii) Commercial: \$150.00.
- d) Storage building permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s). Reinspection are an additional fee.
- e) 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.
- f) 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.
- g) 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.
- h) Patio/deck permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s) fees. Reinspection are an additional fee.
- i) Fire safety inspection: Fire safety inspection for commercial buildings is set by Williamson County Emergency Services District No. 3.
- j) Tree removal permit:**
 - i) Undeveloped or redevelopment site:
 - (1) Trees with a DBH of at least 6", regardless of health: Permit required; no fee.
 - (2) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
 - ii) Developed site:
 - (1) Trees with a DBH of at least 2.5", regardless of health: Permit required; no fee.
 - (2) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
- k) HUD-code manufactured home fees:
 - i) Permit application fee: \$100.00.
 - ii) License application or renewal fees: \$50.00.
 - iii) License transfer fee: \$50.00.
- l) Sign permits:
 - i) Regular signs (on buildings or freestanding):
 - (1) Signs meeting code requirements, fee due upon application: \$5.00 per square foot of facing.
 - (2) Sign master plan application fee: \$100.00.
 - ii) Signs requiring variances:
 - (1) Processing fee: \$100.00.
 - (2) If variance approved: \$15.00 per square foot of facing.
 - (3) If variance approved for sign master plan: \$10.00 per square foot of facing.
 - iii) Temporary signs:
 - (1) Temporary commercial signage, per sign: \$50.00.
 - (2) A-frame sign: \$30.00 (1 year).
 - (3) Public information sign: Permit required; no fee.**
 - (4) Political sign: No permit required; no fee.**
- m) Certificate of occupancy (change of commercial tenant or ownership): \$50.00 plus inspection fee
- n) Temporary certificate of occupancy: \$250.00 per issuance.
- o) 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.

- p) Temporary job/construction trailer: \$30.00.
- q) Remodel-residential: \$50.00 plus required inspection(s) fees. Reinspection are an additional fee.
- r) Inspection for habitable dwelling. Building or home 5 years or older: \$100.00.
- s) All inspections and reinspection not listed above: \$85.00 each residential and \$100.00 each commercial.**
After 3rd failed inspection, must wait 2 business days for reinspection and reinspection is \$100.00 for residential and \$125 for commercial.
- t) Building and Standards Application: \$500.00 plus professional recovery fee (amount invoiced by the building consultant if required and hired by the city).

Sec. A1.008 Map and plan documents

1) Printed map products:

- a) Black and white or color map:
 - i) 8.5" x 11": \$5.00.
 - ii) 11" x 17": \$10.00.
 - iii) 34" x 48": \$20.00.
- b) Map tube: \$2.00.
- c) Postage: \$4.00 depending on additional postage fees.
- d) 2-day request: \$40.00.
- e) As-built plans (24" x 36"): \$10.00.

2) GIS/CD/e-mail products:

- a) PDF file: \$10.00.
- b) JPG file: \$10.00.
- c) CD: \$15.00.
- d) DVD: \$15.00.
- e) Postage: \$4.00 depending on additional postage fees.
- f) Shape file:
 - i) Each layer: \$35.00.
 - ii) Parcel layer: \$70.00.
- g) Aerial:
 - i) Individual panels (per panel): \$35.00.
 - ii) All panels: \$860.00.
- h) As-built plans (electronic): \$25.00.

- 3) 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

- 1) 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:
 - a) Five hundred dollars (\$500.00) per application. This amount will cover applications covering up to five network nodes;
 - b) 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

- c) One thousand dollars (\$1,000.00) per application for each node support pole.
- 2) Rent from network providers.
 - a) Network nodes. The annual network node site rental rate as set in chapter 284 sec. 284.053, Tex. Loc. Gov. Code, shall be \$250.00 per network node, with annual CPI adjustment as provided for in chapter 284, section 284.054.
 - b) Poles. Chapter 28 4, section 284.053 does not provide a separate rate for poles.
 - c) 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.
- 3) Annual collocation on service pole attachment fee. Twenty dollars (\$20.00) per network node permitted to be collocated on a city service pole.

Sec. A1.010 Public right-of-way fees

- 1) Right-of-way license and use agreement. The fees listed below are in effect once entering into the use agreement with the City of Hutto per the Right-Of-Way Fee Ordinance
 - a. Fees for plan review and construction plans submitted by Company determined by the Public Works Director or pursuant to the City Right-of-Way Fee Ordinance
- 2) Initial Submittal Off-site infrastructure – \$2.50 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, fiberoptic, etc.)
- 3) (Resubmittal (each resubmittal) - \$500 or 10% of initial submittal fee whichever is greater.
- 4) (Five Percent (5%) of the gross revenues for the related Facility in the Public Right-of-Way Area (“Use Fee”)
- 5) Deposit cash or post bond in lieu thereof with the City the sum of Fifty Thousand Dollars (\$50,000.00) to be used in the event Company fails to close said Street within a reasonable time to a condition satisfactory to the Public Works Director’s Office within the time specified
 - a. Public Service Provider/Right of Way Contractor registration fee.
 - b. One-year registration: \$100.
 - c. Two-year registration: \$175.

ARTICLE A2.000 PUBLIC SAFETY

Sec. A2.001 Police department fees

- 1) 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

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

Solid Waste Fee include Solid Waste, Recycling, and Bulky Waste

	95 Gallon Solid Waste 95 Gallon Recycling	95 Gallon Solid Waste 65 Gallon Recycling	65 Gallon Solid Waste 95 Gallon Recycling	65 Gallon Solid Waste 65 Gallon Recycling
Monthly Fee dependent on Bin Size	18.35	17.59	16.25	15.49
Sales Tax	1.51	1.45	1.34	1.28
Total Monthly Charge	19.86	19.04	17.59	16.77

Additional Carts: 50% of monthly rate

Tenant Clean Out (includes up to 10 cubic yards): \$150

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

- 2) Additional carts: 50% of monthly rate.
- 3) Tenant clean out (includes up to 10 cubic yards): \$150.00.
- 4) Additional pickup request (includes up to 3 cubic yards or 6 carts): \$8.75 per pickup.

Sec. A3.002 Assessments

- 1) 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
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
Adam Orgain 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 <u>rate</u>	\$150.00	\$225.00	\$200.00	\$400.00
Gin Building				
Four-hour rate	\$500	\$750	\$350	\$350
Eight-hour rate	\$1,000	\$1,500	\$350	\$350

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
Riverwalk Soccer Fields (per field)				

Hourly (Lights)	\$100.00	\$125.00	\$100.00	\$400.00
Hourly (no lights)	\$75.00	\$100.00	\$100.00	\$400.00

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

7) Brushy Creek Amphitheater

Adam Orgain/Brushy Creek Amphitheater	Resident Rate	Non-Resident Rate	Deposit
Amphitheater Non-Commercial Rate (per day)	\$2,000.00	\$2,400.00	\$400.00
Amphitheater Commercial Rate (per day)	\$3,000.00	\$3,600.00	\$400.00
Parking Lot & Pavilion A	\$700.00	\$950.00	\$400.00
Festive Site & Pavilion B Non-Commercial Rate (per day)	\$1,800.00	\$2,250.00	\$400.00
Festive Site & Pavilion B Commercial Rate (per day)	\$2,300.00	\$2,850.00	\$400.00
Green Room Non-Commercial (2 hours minimum)	\$50.00/hour	\$75.00/hour	\$400.00
Green Room Commercial (2 hours minimum)	\$75.00/hour	\$100.00/hour	\$400.00
Amphitheater & Festive Site & Pavilion B Non-Commercial (per day)	\$2,800.00	\$3,450.00	\$400.00
Amphitheater & Festive Site & Pavilion B Commercial (per	\$3,800.00	\$4,450.00	\$400.00

Sec. A4.002 Youth sports association facility fees

- 1) 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.
- 2) 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 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

- 1) Water:
 - a) 5/8" and 3/4" meter: \$600.00.
 - b) 1" meter: \$750.00.
 - c) 1-1/2" meter: \$1,100.00.
 - d) 2" meter: \$1,300.00.
 - e) Above 2" meter: Actual meter costs plus \$300.00.
- 2) Wastewater:
 - a) Up to 8" connection: \$850.00 inside city; \$300.00 developer installed.
 - b) Above 8" meter: Actual materials and labor costs plus \$500.00; \$300.00 developer installed.

Sec. A5.003 Other service charges

- 1) New account charge/transfer account charge: \$35.00.
- 2) 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.)
- 3) After-hours connection fee/reconnection fee: \$50.00 in addition to above.
- 4) Meter reread charge: \$25.00.
- 5) Tampering with a locking device: \$250.00.
- 6) Return trip fee: \$35.00, required if technician has to return location to connect water due to customer action.
- 7) Temporary fire hydrant backflow prevention testing: \$75.00.
- 8) Repair service damaged by construction: Cost of materials and labor

Sec. A5.004 Impact fees

- 1) For plats recorded between November 21, 2006, and January 31, 2013.
 - a) Water, per service unit equivalent: \$4,363.00.
 - b) Wastewater, per service unit equivalent: \$1,068.00.
- 2) For plats recorded between February 1, 2013, and February 3, 2021.
 - a) Water, per service unit equivalent: \$3,625.00.
 - b) Wastewater, per service unit equivalent: \$2,128.00.
- 3) For plats recorded after February 4, 2021.
 - a) Water, per LUE: \$8,832.00.
 - b) Wastewater, per LUE: \$2,788.00
- 4) Traffic Impact Fee
 - a) Residential Land Use per Vehicle Mile: \$784.31
 - b) Non-Residential Land Use per Vehicle Mile: \$400.00

Sec. A5.005 Retail water and wastewater rates

- 1) Outside city rates: Outside city rates are 1.15 times inside city rates.
- 2) Water rates:
 - a) 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

b) 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

3) Wastewater rates:

a) 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

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

	Inside City	Outside City
--	-------------	--------------

Residential*	\$6.33	\$7.28
Nonresidential**	\$7.28	\$8.36

c) Monthly rate (volume and demand):

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

d) Drainage fee: \$4.00 per customer per month.

a) *Based on winter water use average.

a) **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

1) Water allocation surcharges for stage 6 response:

a) Single-family residential customers:

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

b) Master-metered multifamily residential customers:

- i) \$10.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.
- ii) \$15.00 thereafter for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.
- iii) \$20.00 thereafter for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.
- iv) \$25.00 thereafter for each additional 1,000 gallons over allocation.

c) Commercial customers:

- i) Customers whose allocation is 0 gallons through 3,000 gallons per month:
 - (1) \$10.00 per thousand gallons for the first 1,000 gallons over allocation.
 - (2) \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
 - (3) \$20.00 per thousand gallons for the third 1,000 gallons over allocation.

(4) \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.

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

(1) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

(2) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.

(3) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.

(4) 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.

d) Industrial customers:

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

(1) \$10.00 per thousand gallons for the first 1,000 gallons over allocation.

(2) \$15.00 per thousand gallons for the second 1,000 gallons over allocation.

(3) \$20.00 per thousand gallons for the third 1,000 gallons over allocation.

(4) \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.

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

(1) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

(2) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.

(3) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.

(4) 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.

2) 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

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

ARTICLE A7.000 LIBRARY

- 1) Library cards:
 - a) Nonresident:
 - i) Family: No family cards.
 - ii) 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.
 - b) Replacement:
 - i) For 1st replacement: \$1.00.
 - ii) All additional replacement cards: \$5.00.
- 2) Copy/print and fax:
 - a) Black and white, per impression: \$0.10.
 - b) Color, per impression: \$0.25.
 - c) 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.
- 3) Fines and fees:

Lost or damaged book fee: Cost of book
- 4) Interlibrary loan: Cost of return postage.

ARTICLE A8.000 MISCELLANEOUS FEES

- 1) Special events permit application fee: \$50.00.
- 2) Street closure permit application fee: \$25.00.
- 3) Fireworks display permit application fee: \$40.00.
- 4) Film application fee: \$500.00.
 - a) Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: \$500.00 per day.
 - b) Partial, nondisruptive use of a public building, park, right-of-way, or public area: \$250.00 per day.
 - c) Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$50.00 per block per day.
 - d) 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.
 - e) 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.

5) Brush collection by city after storm:

- a) Minimum: \$15.00.
- b) Additional time in increments of five minutes: \$5.00.

6) Returned check fee (for any city payment): \$30.00.

7) Credit card processing fee, per transaction: Processing fee of 4.25% of the charge amount per transaction.

8) Certified copies:

- a) Standard or legal-size paper copies of city records: \$1.00 per page.
- b) Specialty paper and oversized paper copies of city records: Actual cost of copies plus \$1.00 per page.

9) Notary services: \$6.00/notary, or in accordance with section 406.024 of the Government Code.

(Ordinance O-2021-056 adopted 9/16/21)

APPENDIX A

FEE SCHEDULE

ARTICLE A1.000 DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION

Sec. A1.001 Zoning fees

- 1) Temporary use permits: \$300.00.
- 2) Zoning change: \$750.00 up to 5 acres. \$100.00 for each additional 5 acres.
- 3) 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
- 4) Planned unit development (PUD) amendment: 75% of regular planned unit development (PUD) fee.
- 5) Zoning variance: \$400.00.
- 6) Development agreements: \$3,000.00. This Development Agreement Fee does not include the PID or MUD fee or the pass-through cost of the legal review fees.
- 7) Development agreement amendment: \$1,500.00. The amendment fee does not include the pass-through cost of the legal review fee.
- 8) Form based code submittal: \$500.00 up to 80 acres. \$100.00 for each additional 5 acres.
- 9) Form based code amendment: 75% of regular form-based code submittal fee.
- 10) Annexation (voluntary): \$500.00.
- 11) Specific use permit: \$500.00.
- 12) Zoning verification letter: \$50.00.**
- 13) Minor Modification (historic district only): \$500.00
- 14) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**
- 15) Technology fee: \$25.00 except where indicated by **.
- 16) Notices:
 - a) Published: \$150.00. If the applicant requests postponement, the applicant shall incur the costs of a new published notice(s).
 - b) Mailed: \$1.00 per mailed notice.
 - i) 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.
 - c) On-site public hearing notification sign: \$25.00 per sign.
 - d) Written notice of each public hearing before the planning and zoning commission and/or city council shall adhere to the following chart:

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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.

Attachment A

Sec. A1.002 Appeals

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

Sec. A1.003 Subdivision fees

- 1) Development Assessment Review: \$1,100.00
- 2) Preliminary plat: \$1,550.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- 3) Preliminary plat revision: 75% of regular major subdivision preliminary plat fee.
- 4) Final plat: \$1,000.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- 5) Plat vacation: \$500.00.
- 6) Amended plat of subdivision: \$500.00 plus \$25.00 per lot.
- 7) Plat recordation processing fee: \$50.00 plus Williamson County plat recordation fees.**
- 8) Minor/short form final plat: \$500.00.
- 9) Right-of-way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): \$250.00**. Requires amendment plat.
- 10) GIS fee: \$25.00 per application unless otherwise stated herein. \$25 per lot for Preliminary Plats, Amended Plats, and Short Form Plats.**
- 11) Subdivision public improvements/right-of-way construction inspection fee:
 - a) First 100 acres - \$1,500 per acre
 - b) Next 150 acres - \$750 per acre
 - c) All additional acres over 250 acres - \$325 per acre
 - d) Off-site infrastructure - \$7.50 per linear foot per infrastructure item (i.e., streets, drainage, water, wastewater, etc.)
- 12) Plan extension request (1-year extension): \$250.00.**
- 13) Subdivision public improvements/construction plan review:
 - a) Initial Submittal
 - b) First 100 acres - \$500 per acre
 - c) Next 150 acres \$250 per acre
 - d) All additional acres over 250 acres - \$125 per acre
 - e) Off-site Infrastructure - \$2.50 per linear foot per infrastructure item (i.e., streets, drainage, water, wastewater, etc.)
 - f) Resubmittal (each resubmittal) - \$500 or 10% of initial submittal fee whichever is greater
- 14) Legal lot determination: \$50.00.**
- 15) Subdivision variance: \$300.00.
- 16) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**
- 17) Technology fee: \$25.00 except where indicated by**
- 18) Service extension request application fees:
 - a) Request not requiring city participation: \$200.00.
 - b) Request requiring city participation: \$500.00.
 - c) Technology fee: \$25.00.

Sec. A1.004 Development fees

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1) Parkland fee-in-lieu of land dedication fees:

- a) Residential: ~~\$2,300~~ per dwelling unit.
- b) Nonresidential: \$975.00 (minimum); \$975.00 per acre for 3 or more acres.

Deleted: \$800.00

2) SER Review of Water and Wastewater Fee:

- a) Administration Fee for SER Review of Water and Wastewater: \$300.00
- b) Water:

Tier	LUE Range	Corresponding Peak Hour Flow	Fee Per SER
Tier 1	0-149 LUE's	326 gpm (0.47 mgd)	\$1,600.00
Tier 2	150-299 LUE's	654 gpm (0.94 mgd)	\$2,460.00
Tier 3	300-899 LUE's	1,967 gpm (2.83 mgd)	\$3,630.00
Tier 4	900-1,499 LUE's	3,297 gpm (4.72 mgd)	\$5,320.00

Any development submitted to the City with a proposed LUE count of 1,500 or above will require a separate project-specific SER review fee negotiation

c) Wastewater

Tier	LUE Range	Corresponding Peak Flow in Gravity Line*	Fee Per SER
Tier 1	0-149 LUE's	Up to 15% of 15-inch gravity line at minimum slope flowing full	\$2,340.00
Tier 2	150-299 LUE's	Up to 15% of 21-inch gravity line at minimum slope flowing full	\$3,690.00
Tier 3	300-899 LUE's	Up to 15% of 36-inch gravity line at minimum slope flowing full	\$5,130.00
Tier 4	900-1,499 LUE's	N/A	\$9,690.00

*Full pipe capacity calculated minimum slope as per the City Utility Criteria Manual (UCM). Peak flow calculated using Peak Wet Weather Flow per the City UCM.

Any development submitted to the City with a proposed LUE count of 1,500 or above will require a separate project-specific SER review fee negotiation

d) Water LUE Reservation: \$70.00 per LUE per year.

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Sec. A1.005 Site plan fees

- 1) Site plan review fee: \$1,000.00 plus \$100.00 per acre. A resubmittal fee of 25% of the original fee is due at the third submittal for the project, 33% of the original fee at the fourth submittal, and 50% of the original fee for any review after the fourth submittal
- 2) Site plan revision: Half of the original site plan fee for the project.
 - a) Technology fee: \$25.00.
- 3) Site inspection fee: \$200.00 plus \$0.05/sq. ft. for impervious cover.

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Attachment A

- 4) Site inspection fee (public improvements only): 3% of cost of public improvements.
- 5) Minor deviations/design modifications: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- 6) Fire review fees: Fire review fees shall be established by the Williamson County Emergency Services District No. 3.
- 7) Clearing and grading permit fees:
 - a) Application fee: \$100.00.
 - b) Technology fee: \$7.00.
- 8) Regional Stormwater Management fees:
 - a) Single-family: \$1,600.00 per acre
 - b) Multifamily: \$3,200.00 per acre
 - c) Commercial/Industrial: \$4,800.00 per acre

Deleted: ~~Right-of-way use permit fees.~~
Driveway/flatwork/sidewalk/curb cut only:¶
Application fee: \$100.00.¶
Inspection fee: \$85.00 for residential, \$100.00 for commercial.¶
Technology fee: \$5.00.¶
~~Right-of-way use permit fees:¶~~
Application fee (applied to inspection fee): \$500.00.¶
\$500.00 or 3% of construction cost inspection fee, whichever is greater.¶

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) Building Permit Revisions: professional recovery fee (amount invoiced by the third party consultant)
- 5) 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.
- 6) Master plan submittal: \$500.00 per new home plan compliance review.

Sec. A1.007 Building permit fees

- 1) 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.
- 2) New commercial/residential addition/commercial addition/commercial remodel permit fees: Includes required inspections. Reinspection are an additional fee. All fees are based on the most recent ICC valuation table.
 - a) Inspection/Reinspection: \$85.00 residential and \$100.00 commercial/multi-family (each inspection). After 3rd failed inspection, must wait 2 business days for reinspection.
 - i) MedGas Inspection: \$250.00 per inspection.
 - b) Technology fee:
 - i) Residential building permit: \$10.00.
 - ii) Commercial building permit: \$20.00.
- 3) Miscellaneous permits/inspections by type:
 - a) Technology fee: \$7.00 for all miscellaneous permits, except where indicated by **.
 - b) Move-in permit fee (modular structure): \$150.00.
 - c) Demolition:

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- i) Residential: \$50.00.
- ii) Commercial: \$150.00.
- d) Storage building permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s). Reinspection are an additional fee.
- e) 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.
- f) 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.
- g) 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.
- h) Patio/deck permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s) fees. Reinspection are an additional fee.
- i) Fire safety inspection: Fire safety inspection for commercial buildings is set by Williamson County Emergency Services District No. 3.
- j) Tree removal permit:**
 - i) Undeveloped or redevelopment site:
 - (1) Trees with a DBH of at least 6", regardless of health: Permit required; no fee.
 - (2) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
 - ii) Developed site:
 - (1) Trees with a DBH of at least 2.5", regardless of health: Permit required; no fee.
 - (2) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
- k) HUD-code manufactured home fees:
 - i) Permit application fee: \$100.00.
 - ii) License application or renewal fees: \$50.00.
 - iii) License transfer fee: \$50.00.
- l) Sign permits:
 - i) Regular signs (on buildings or freestanding):
 - (1) Signs meeting code requirements, fee due upon application: \$5.00 per square foot of facing.
 - (2) Sign master plan application fee: \$100.00.
 - ii) Signs requiring variances:
 - (1) Processing fee: \$100.00.
 - (2) If variance approved: \$15.00 per square foot of facing.
 - (3) If variance approved for sign master plan: \$10.00 per square foot of facing.
 - iii) Temporary signs:
 - (1) Temporary commercial signage, per sign: \$50.00.
 - (2) A-frame sign: \$30.00 (1 year).
 - (3) Public information sign: Permit required; no fee.**
 - (4) Political sign: No permit required; no fee.**
- m) Certificate of occupancy (change of commercial tenant or ownership): \$50.00 plus inspection fee
- n) Temporary certificate of occupancy: \$250.00 per issuance.
- o) 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.

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- p) Temporary job/construction trailer: \$30.00.
- q) Remodel-residential: \$50.00 plus required inspection(s) fees. Reinspection are an additional fee.
- r) Inspection for habitable dwelling. Building or home 5 years or older: \$100.00.
- s) All inspections and reinspection not listed above: \$85.00 each residential and \$100.00 each commercial.**
After 3rd failed inspection, must wait 2 business days for reinspection and reinspection is \$100.00 for residential and \$125 for commercial.
- t) Building and Standards Application: \$500.00 plus professional recovery fee (amount invoiced by the building consultant if required and hired by the city).

Sec. A1.008 Map and plan documents

- 1) Printed map products:
 - a) Black and white or color map:
 - i) 8.5" x 11": \$5.00.
 - ii) 11" x 17": \$10.00.
 - iii) 34" x 48": \$20.00.
 - b) Map tube: \$2.00.
 - c) Postage: \$4.00 depending on additional postage fees.
 - d) 2-day request: \$40.00.
 - e) As-built plans (24" x 36"): \$10.00.
- 2) GIS/CD/e-mail products:
 - a) PDF file: \$10.00.
 - b) JPG file: \$10.00.
 - c) CD: \$15.00.
 - d) DVD: \$15.00.
 - e) Postage: \$4.00 depending on additional postage fees.
 - f) Shape file:
 - i) Each layer: \$35.00.
 - ii) Parcel layer: \$70.00.
 - g) Aerial:
 - i) Individual panels (per panel): \$35.00.
 - ii) All panels: \$860.00.
 - h) As-built plans (electronic): \$25.00.
- 3) 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

- 1) 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:
 - a) Five hundred dollars (\$500.00) per application. This amount will cover applications covering up to five network nodes;
 - b) 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

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- c) One thousand dollars (\$1,000.00) per application for each node support pole.
- 2) Rent from network providers.
 - a) Network nodes. The annual network node site rental rate as set in chapter 284 sec. 284.053, Tex. Loc. Gov. Code, shall be \$250.00 per network node, with annual CPI adjustment as provided for in chapter 284, section 284.054.
 - b) Poles. Chapter 284, section 284.053 does not provide a separate rate for poles.
 - c) 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.
- 3) Annual collocation on service pole attachment fee. Twenty dollars (\$20.00) per network node permitted to be collocated on a city service pole.

Sec. A1.010 Public right-of-way fees

- 1) Right-of-way license and use agreement. The fees listed below are in effect once entering into the use agreement with the City of Hutto per the Right-Of-Way Fee Ordinance
 - a. Fees for plan review and construction plans submitted by Company determined by the Public Works Director or pursuant to the City Right-of-Way Fee Ordinance
- 2) Initial Submittal Off-site infrastructure – \$2.50 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, fiberoptic, etc.)
- 3) (Resubmittal (each resubmittal) - \$500 or 10% of initial submittal fee whichever is greater.
- 4) (Five Percent (5%) of the gross revenues for the related Facility in the Public Right-of-Way Area (“Use Fee”)
- 5) Deposit cash or post bond in lieu thereof with the City the sum of Fifty Thousand Dollars (\$50,000.00) to be used in the event Company fails to close said Street within a reasonable time to a condition satisfactory to the Public Works Director’s Office within the time specified
 - a. Public Service Provider/Right of Way Contractor registration fee.
 - b. One-year registration: \$100.
 - c. Two-year registration: \$175.

ARTICLE A2.000 PUBLIC SAFETY

Sec. A2.001 Police department fees

- 1) 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.

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- 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

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

Attachment A

Solid Waste Fee include Solid Waste, Recycling, and Bulky Waste

	95 Gallon Solid Waste	95 Gallon Solid Waste	65 Gallon Solid Waste	65 Gallon Solid Waste
	95 Gallon Recycling	65 Gallon Recycling	95 Gallon Recycling	65 Gallon Recycling
Monthly Fee dependent on Bin Size	18.35	17.59	16.25	15.49
Sales Tax	1.51	1.45	1.34	1.28
Total Monthly Charge	19.86	19.04	17.59	16.77

Additional Carts: 50% of monthly rate

Tenant Clean Out (includes up to 10 cubic yards): \$150

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

- 2) Additional carts: 50% of monthly rate.
- 3) Tenant clean out (includes up to 10 cubic yards): \$150.00.
- 4) Additional pickup request (includes up to 3 cubic yards or 6 carts): \$8.75 per pickup.

Sec. A3.002 Assessments

- 1) 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
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
Adam Orgain Pavilions				
Hourly rate (2-hr minimum)	\$20.00	\$30.00	\$200.00	\$400.00

Attachment A

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
Gin Building				
Four-hour rate	\$500	\$750	\$350	\$350
Eight-hour rate	\$1,000	\$1,500	\$350	\$350

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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
Riverwalk Soccer Fields (per field)				

Attachment A

Hourly (Lights)	\$100.00	\$125.00	\$100.00	\$400.00
Hourly (no lights)	\$75.00	\$100.00	\$100.00	\$400.00

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

7) Brushy Creek Amphitheater

Adam Orgain/Brushy Creek Amphitheater	Resident Rate	Non-Resident Rate	Deposit
Amphitheater Non-Commercial Rate (per day)	\$2,000.00	\$2,400.00	\$400.00
Amphitheater Commercial Rate (per day)	\$3,000.00	\$3,600.00	\$400.00
Parking Lot & Pavilion A	\$700.00	\$950.00	\$400.00
Festive Site & Pavilion B Non-Commercial Rate (per day)	\$1,800.00	\$2,250.00	\$400.00
Festive Site & Pavilion B Commercial Rate (per day)	\$2,300.00	\$2,850.00	\$400.00
Green Room Non-Commercial (2 hours minimum)	\$50.00/hour	\$75.00/hour	\$400.00
Green Room Commercial (2 hours minimum)	\$75.00/hour	\$100.00/hour	\$400.00
Amphitheater & Festive Site & Pavilion B Non-Commercial (per day)	\$2,800.00	\$3,450.00	\$400.00
Amphitheater & Festive Site & Pavilion B Commercial (per	\$3,800.00	\$4,450.00	\$400.00

Attachment A

day)

Sec. A4.002 Youth sports association facility fees

- 1) 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.
- 2) 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 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

Attachment A

1) Water:

- a) 5/8" and 3/4" meter: \$600.00.
- b) 1" meter: \$750.00.
- c) 1-1/2" meter: \$1,100.00.
- d) 2" meter: \$1,300.00.
- e) Above 2" meter: Actual meter costs plus \$300.00.

2) Wastewater:

- a) Up to 8" connection: \$850.00 inside city; \$300.00 developer installed.
- b) Above 8" meter: Actual materials and labor costs plus \$500.00; \$300.00 developer installed.

Sec. A5.003 Other service charges

- 1) New account charge/transfer account charge: \$35.00.
- 2) 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.)
- 3) After-hours connection fee/reconnection fee: \$50.00 in addition to above.
- 4) Meter reread charge: \$25.00.
- 5) Tampering with a locking device: \$250.00.
- 6) Return trip fee: \$35.00, required if technician has to return location to connect water due to customer action.
- 7) Temporary fire hydrant backflow prevention testing: \$75.00.
- 8) Repair service damaged by construction: Cost of materials and labor

Sec. A5.004 Impact fees

- 1) For plats recorded between November 21, 2006, and January 31, 2013.
 - a) Water, per service unit equivalent: \$4,363.00.
 - b) Wastewater, per service unit equivalent: \$1,068.00.
- 2) For plats recorded between February 1, 2013, and February 3, 2021.
 - a) Water, per service unit equivalent: \$3,625.00.
 - b) Wastewater, per service unit equivalent: \$2,128.00.
- 3) For plats recorded after February 4, 2021.
 - a) Water, per LUE: \$8,832.00.
 - b) Wastewater, per LUE: \$2,788.00
- 4) Traffic Impact Fee
 - a) Residential Land Use per Vehicle Mile: \$784.31
 - b) Non-Residential Land Use per Vehicle Mile: \$400.00

Sec. A5.005 Retail water and wastewater rates

- 1) Outside city rates: Outside city rates are 1.15 times inside city rates.
- 2) Water rates:
 - a) 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

Attachment A

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

b) 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

3) Wastewater rates:

a) 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

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

	Inside City	Outside City

Attachment A

Residential*	\$6.33	\$7.28
Nonresidential**	\$7.28	\$8.36

c) Monthly rate (volume and demand):

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

d) Drainage fee: \$4.00 per customer per month.

- a) *Based on winter water use average.
- a) **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

1) Water allocation surcharges for stage 6 response:

a) Single-family residential customers:

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

b) Master-metered multifamily residential customers:

- i) \$10.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.
- ii) \$15.00 thereafter for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.
- iii) \$20.00 thereafter for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.
- iv) \$25.00 thereafter for each additional 1,000 gallons over allocation.

c) Commercial customers:

- i) Customers whose allocation is 0 gallons through 3,000 gallons per month:
 - (1) \$10.00 per thousand gallons for the first 1,000 gallons over allocation.
 - (2) \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
 - (3) \$20.00 per thousand gallons for the third 1,000 gallons over allocation.

Attachment A

(4) \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.

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

(1) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

(2) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.

(3) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.

(4) 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.

d) Industrial customers:

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

(1) \$10.00 per thousand gallons for the first 1,000 gallons over allocation.

(2) \$15.00 per thousand gallons for the second 1,000 gallons over allocation.

(3) \$20.00 per thousand gallons for the third 1,000 gallons over allocation.

(4) \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.

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

(1) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

(2) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.

(3) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.

(4) 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.

2) 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

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

ARTICLE A7.000 LIBRARY

- 1) Library cards:
 - a) Nonresident:
 - i) Family: No family cards.
 - ii) 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.
 - b) Replacement:
 - i) For 1st replacement: \$1.00.
 - ii) All additional replacement cards: \$5.00.
- 2) Copy/print and fax:
 - a) Black and white, per impression: \$0.10.
 - b) Color, per impression: \$0.25.
 - c) 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.
- 3) Fines and fees:

Lost or damaged book fee: Cost of book
- 4) Interlibrary loan: Cost of return postage.

ARTICLE A8.000 MISCELLANEOUS FEES

- 1) Special events permit application fee: \$50.00.
- 2) Street closure permit application fee: \$25.00.
- 3) Fireworks display permit application fee: \$40.00.
- 4) Film application fee: \$500.00.
 - a) Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: \$500.00 per day.
 - b) Partial, nondisruptive use of a public building, park, right-of-way, or public area: \$250.00 per day.
 - c) Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$50.00 per block per day.
 - d) 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.
 - e) Use of city parking lots, parking areas, and city streets (for the purpose of parking film trailers, buses,

Attachment A

catering trucks, and other large vehicles): \$50.00 per block or lot per day.

- 5) Brush collection by city after storm:
 - a) Minimum: \$15.00.
 - b) Additional time in increments of five minutes: \$5.00.
- 6) Returned check fee (for any city payment): \$30.00.
- 7) Credit card processing fee, per transaction: Processing fee of 4.25% of the charge amount per transaction.
- 8) Certified copies:
 - a) Standard or legal-size paper copies of city records: \$1.00 per page.
 - b) Specialty paper and oversized paper copies of city records: Actual cost of copies plus \$1.00 per page.
- 9) Notary services: \$6.00/notary, or in accordance with section 406.024 of the Government Code.
(Ordinance O-2021-056 adopted 9/16/21)



Welcome

The Gin, an adaptive reuse project for the City of Hutto, serves the community as an open-air, non-conditioned event venue perfect for a birthday party, family reunion, wedding, or other special event. What once was a cotton and grain Co-Op, is now home to a multi-purpose event facility. Various features from the old gin were kept intact and play homage to the history of the Hutto Co-Op.



Rental Rates, Security Deposit & Fees:

	Full-Day (4+ hours)	Half-Day (1-3 hours)	* Security Deposit
Resident	\$500	\$100 per hr	\$250
Non-Resident	\$600	\$200 per hr	\$350
Non-Profit (501c3)	\$300	\$50 per hr	\$250

*A security deposit is required to reserve the Gin. Full rental balance is due within 10 business days from the date of rental.

Payment

The City of Hutto requires that you pay the security deposit when submitting your application to assure your reservation. The balance of the rental is due 10 business days prior to your event date.

Additional Fees (not returnable):

1. Additional clean up fees: If damages exceed the amount of the security deposit, renter will be required to return the rented facility to pre use conditions. Fees to be charged will be for actual direct costs of labor, materials, supplies and equipment.
2. After-Hours Fee: For any event that the renter occupies the facility past midnight, the entire security deposit will be forfeited.



Set-up

Renter is responsible for setup and cleanup/takedown after the event. Setup cannot commence before beginning of reservation period and cleanup/takedown must be completed before the end of the reservation period.

Clean-up

You are required to do general clean-up, bag all trash and place it in the dumpster behind the building for collection. Trash containers and brooms are provided for your convenience.

Quick Look at the Inside

The Gin is over 6,500 square feet with flexibility to accommodate large or small gatherings. The space features 6 attractive glass garage doors that can be opened by the renter based on event needs. It also has an open floor plan and the original metal trusses are exposed creating a unique architectural feature throughout the facility. Inside the Gin, three rows of modern light fixtures have dimming switches that can be adjusted to create the perfect atmosphere for any event.



© Photos by Jessica Monnich Photography



The Gin at the Hutto CO-OP District

For more information:

Contact the City of Hutto
Economic & Conventions Department
512-759-4029
www.visithutto.com

**Rental Information
& Instructions**

AGENDA ITEM REPORT

12.1.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2024-022 adopting the City Manager Absence/Disability Leave Policy (City Manager James Earp, Legal)
Meeting: Thursday, January 18, 2024
Department: City Council /
Staff Contact: James Earp, Dottie Palumbo

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

Approval of the resolution

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. 20240109 Hutto Res City Manager Absence-disability policy R-2024-022
2. Exh A DRAFT City Manager Absence or Disability Policy

RESOLUTION NO. R-2024-022

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE CITY MANAGER ABSENCE/DISABILITY POLICY TO DESIGNATE AT LEAST ONE QUALIFIED ADMINISTRATIVE OFFICER OF THE CITY TO PERFORM THE DUTIES OF THE CITY MANAGER IN THE EVENT OF THE CITY MANAGER'S ABSENCE OR DISABILITY; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City staff desires to introduce a policy to designate at least one qualified administrative officer of the City to perform the duties of the City Manager in the event of the City Manager's absence or disability; and

WHEREAS, the City Council desires to approve the City Manager Absence/Disability policy, 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 Absence/Disability policy, 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.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the **18th** day of **January 2024** on vote of __AYES; __NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

Exhibit A

City Manager Absence or Disability Policy

Designated Acting City Manager

The City Manager shall designate by letter filed with the City Secretary, at least one qualified administrative officer of the City to perform the duties of the City Manager, to include signature and budget authority, in the City Manager's extended absence or disability. Designations shall be approved by city council.

The City Manager may make temporary appointments from time to time to perform the duties of the City Manager, NOT to include signature or budget authority, and these appointments do not require approval of the City Council, but shall be communicated to the City Council by email highlighting the assignment and appropriate contact information.

An extended absence or disability shall be defined as any leave from office for more than three, consecutive business days, but less than twenty consecutive business days, when the City Manager cannot be expected to respond to electronic communication or perform signatory duties.

Temporary Appointments

Temporary appointments are typically utilized for planned absences when the City Manager can be expected to respond to electronic communication.

Acting City Manager

For absences or disability of twenty-one business days or greater, an Acting City Manager shall be officially appointed and confirmed by City Council action. An Acting City Manager in this case shall make their own designations in accordance with this policy.

Signature Block

When a document is being signed under the authority of this policy, the signature block shall state:

EMPLOYEE NAME

EMPLOYEE TITLE

On Behalf of

City Manager Name

City Manager

Or

EMPLOYEE NAME

Acting City Manager

Emergency Response and Communication

Exhibit A

In the event an emergency, declared or not, or a critical event that affects the city should occur, the designated Emergency Management Coordinator shall be the primary point of contact for elected officials and staff during the duration of the event.

AGENDA ITEM REPORT

13.1.



To: City Council
Subject: Consideration and possible action relating to Charter Review Commission Final Report of Recommendations for Charter Amendments (Legal)
Meeting: Thursday, January 18, 2024
Department: Legal /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

AGENDA ITEM REPORT

13.2.



To: City Council
Subject: Consideration and possible action requesting City Staff advertise bids in additional resources (Legal, Alberta Barrett)
Meeting: Thursday, January 18, 2024
Department: Finance /
Staff Contact: Alberta Barrett

BACKGROUND INFORMATION:

In order to procure goods and services at the most competitive price, solicitations for bids and proposals should reach the largest audience possible. Depending on the particular good or service being acquired, different channels and publications may reach a larger, more qualified audience.

At the January 4th Council meeting, there was concern that the City's current policy only allows bids to be posted in the City's paper of record, which only reaches a local audience. The City advertises through a number of solicitations, and there is a desire to ensure that these opportunities are known to vendors outside the Hutto-Taylor area. This item is to authorize City staff to post bids in sources in addition to the City's paper of record, as well as utilize multiple bidding platforms (such as Bidnet, Civcast, etc.) when the benefit of doing so is expected to outweigh the cost.

SUMMARY OF REQUEST:

Authorize staff to post bid opportunities to additional sources.

STAFF REVIEW:

Approval of the item as presented

FISCAL NOTES:

While approval of this item will have a financial impact, staff can not quantify the exact dollar amount at this time. For example, quotes from the Austin Statesman indicate that it will cost \$330 for one column inch of advertising. As the costs of posting to the additional publication become more clear, staff will evaluate if a budget transfer or amendment is needed to cover cost.

ATTACHMENTS:

None

AGENDA ITEM REPORT

13.2.



AGENDA ITEM REPORT

13.3.



To: City Council
Subject: Discussion and possible action on the Special Events Permit guidelines at Brushy Creek Amphitheater (Mayor Mike Snyder)
Meeting: Thursday, January 18, 2024
Department: Community Services /
Staff Contact: Kristi Barnes

BACKGROUND INFORMATION:

This was at the request of the City Council Work Session from December 7, 2023.

All special events as defined by the current ordinance Article 1.07, will go through the Special Events Permitting process (to include events at Brushy Creek Amphitheater).

A special event is defined as: A planned temporary aggregation of people or attractions for a common purpose, including, but not limited to, street fairs, arts and crafts shows, rallies, public entertainments, or other similar events or attractions, that:

- 1.Are conducted primarily outdoors; and
- 2.Interfere with the normal flow or regulation of pedestrian or vehicular traffic; or
- 3.Require special city services, including, but not limited to, street closure, provision of barricades, refuse services, stages, special parking arrangements, special electrical services or special police services or protection.

Special event permit. The written approval from the city manager for a special event.

SUMMARY OF REQUEST:

Staff have attached relevant information for city council review, discussion, and possible action to amend the guidelines.

This includes noise ordinance, Special Event Permit Application, and Special Event Permit Guide Packet (which includes associated ordinances for special events.)

As a note, the contract with DOC is scheduled for the February 1, 2024 City Council meeting.

STAFF REVIEW:

FISCAL NOTES:

AGENDA ITEM REPORT

13.3.



ATTACHMENTS:

1. Article 14.03_Noise
2. Special Event Application
3. Special Event Permit Guide Book
4. Special Exception_Noise
5. Special Events Ordinance

ARTICLE 14.03 NOISE

§ 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.
- (Ordinance O-2022-015 adopted 5/19/22)

§ 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.

(Ordinance O-2022-015 adopted 5/19/22)

§ 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 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 for the installation of concrete as authorized under section 14.03.0045 (permit for concrete installation during nonconstruction 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.
- (Ordinance O-2022-015 adopted 5/19/22)

§ 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.
- (Ordinance O-2022-015 adopted 5/19/22)

§ 14.03.005. 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.

(Ordinance O-2022-015 adopted 5/19/22)

§ 14.03.006. 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;

§ 14.03.006

§ 14.03.007

- (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.
(Ordinance O-2022-015 adopted 5/19/22)

§ 14.03.007. 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.
(Ordinance O-2022-015 adopted 5/19/22)



SPECIAL EVENTS PERMIT APPLICATION

Event Title: _____ Event Location: _____

Applicant Name: _____ Date of Application: _____

Street Address: _____

Phone Number: _____ Email: _____

Check all that apply: ☐ Individual ☐ Organization ☐ For-profit ☐ Non-profit

Organization: _____ Authorized Rep: _____

Address: _____

Event Coordinator: _____ Phone: _____ Email: _____

On-Site Contact Day of Event: _____ Phone: _____

Event Start Date: _____ Event End Date (cannot exceed 3 days) : _____

Event Set Up Time (no earlier than 7:00am) : _____ Event Tear Down Time(no later than 10:00pm) : _____

Please indicate the start & stop times for each day of the event.

Event Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start Time							
Stop Time							

Number of People Expected to Attend: _____

Number of Vehicles in Event: _____

Number of Animals in Event: _____

Types of Animals in Event: _____

Number of Tents/Temporary Structures: _____

Number of Inflatable's: _____

Will food or beverages be sold: ☐ Yes* ☐ No

Will waste water be required: ☐ Yes ☐ No

Will alcoholic beverages be sold: ☐ Yes* ☐ No

Will solid disposal be required: ☐ Yes ☐ No

Will amplified sound equipment be used: ☐ Yes ☐ No

Will off site parking be utilized: ☐ Yes ☐ No

Will Signage be displayed: ☐ Yes * ☐ No

Will parking spaces be utilized: ☐ Yes ☐ No

Has security & traffic control been arranged: ☐ Yes ☐ No

**Requires a permit, certificate, or license
(See Special Events Permit Guide)*

Check all components that will be part of your event. Additional fees and other permits or reservations may be required

- | | | | | |
|---|--|--|---|--|
| ☐ Animals | ☐ Banners/Signs | ☐ Park Property | ☐ Electricity | ☐ Police Security |
| ☐ Barricades/Cones | ☐ Fireworks | ☐ Alcohol | ☐ Beverages | ☐ Merchandise Sales |
| ☐ Portable Restrooms | ☐ Special Parking | ☐ Food | ☐ Liquid Propane | ☐ Street Cleaning |
| ☐ Bleachers/Seating | ☐ Street Closures | ☐ Fencing | ☐ Water Hydrant | ☐ Other: _____ |



Event & Equipment Layout:

Please attach a map or sketch of the event indicating the following:

Parking Areas

Entrances & Exits

Restrooms & Dumpsters

Plan of Evacuation & Proposed Fire Lanes

First Aid Stations

Fireworks Launch Area & Fall-out Zone

Amplified Devices & Loudspeakers

Temporary Structures & Tents

Suggested Map Symbols:

→ Parade Route



Assembly Area



Disbanding Area



Evacuation Route



Barricade



Loudspeaker



First Aid Station



Dumpster



Restroom



Temp Structure



Tent



Amusement Ride



Parking Area



Volunteer (number)

Event Executive Summary



INDEMNITY AGREEMENT

In consideration of the City of Hutto (hereinafter "City") authorizing the temporary closure of certain streets, rights-of-way or other City property, namely: _____ (location) for the use of _____ (hereinafter, Sponsor) for, _____ (event), the parties agree as follows:

For the _____ event, held on _____, Sponsor hereby agrees to indemnify, protect, and hold harmless the City of Hutto, its agents, officers and employees from and against any and all liability or alleged liability in any form whatsoever including but not limited to all claims, demands, suits, judgments or causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of persons and any losses for damages to property caused by or alleged to be caused, arising out of, or alleged to arise out of, either directly or indirectly from any cause whatsoever in connection with or incidental to the temporary closure of certain streets, rights-of-way or other City property, as described above, unless said claims, demands, causes of actions are caused by the sole negligence of the City, its agents, officers or employees. The Sponsor specifically agrees to so indemnify, protect, and hold harmless the City from and against any and all liability that may be made or pursued by any agent, employee, officer or other person connected to Sponsor or by any person who is a participant or bystander at Sponsor's event in connection with or incidental to the temporary closure described above which is alleged to be attributed to any condition of or upon the City's property, facilities, material, or equipment. The Sponsor also agrees to waive any and all claims it may have against City resulting from or arising out of claims and suits covered by this Agreement and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstances against City, its agents, officers and employees. Sponsor further agrees to release the City its agents, officers and employees from all claims, demands, suits, causes or action or judgments which Sponsor ever had, now has, or may have in the future or any claim to have against the City, arising out of or in any way connected with the temporary closure described above, unless said claims, demands, suits, causes or action or judgments are caused by the sole negligence of the City, its employees, agents, or servants.

I have read the provisions above and agree to the terms of these provisions.

_____ Sponsor Name	_____ Signature	_____ Date
_____ City Manager, Hutto, Texas	_____ Signature	_____ Date



For City Office Use Only

Payment Information:

Applicant Number: _____ Amount Paid: _____

Type of Payment: ☐ Credit Card ☐ Cash ☐ Check # _____ ☐ Other: _____

Received By: _____ Date Received: _____

Comments: _____

Additional Equipment & Personnel:

Equipment: _____

Public Safety Personnel: _____ x _____ = _____

Public Work Personnel: _____ x _____ = _____

Total Additional Charges: _____

Application Reviewed & Approved

City Manager: _____ Date: _____

Development Services: _____ Date: _____

Fire: _____ Date: _____

Parks: _____ Date: _____

Police: _____ Date: _____

Public Works: _____ Date: _____

Comms/Marketing: _____ Date: _____



Dear Applicant,

Thank you for your interest in hosting a special event in the City of Hutto. Within this permit guide packet, you will find information about the application form, frequently asked questions, and special events ordinance. Taking time to review this packet will help you through the entire permit process and guide you on how to complete the application form.

To ensure that all special event permits can be processed on time before the event, we request that the application be submitted thirty (30) days in advance of the event. A pre-event meeting will be scheduled once the application is received to review and discuss event details. Staff will be able to assist you with questions and work with you to help you have a successful event. If you should have any further questions or concerns after reviewing this permit guide packet or with completing the application form, please contact Kristi Barnes, Community Outreach & Programs Manager at 512-759-4029 or e-mail kristi.barnes@huttotx.gov.

Sincerely,

James Earp
City Manager
City of Hutto

I have received a complete copy of the special event permit application.

Initials

_____ ***Application cover letter, 1 page.***

_____ ***Special events permit guide, 15 pages.***

_____ ***Private Property Owner's Release Example, 1 page.***

_____ ***Special events permit application, 5 pages.***

_____ ***I*** _____
Please sign and print your name *Date*

Special Event Permit Application Form

Applicant Information: The event name, date of application, primary contact name, address, and telephone number of the person wishing to conduct the special event.

Event Type: Check the appropriate boxes to indicate if the special event is hosted by an individual or organization and if the event is a for-profit event or a non-profit event.

Organization Information: If the special event is to be held for or by an organization; the name, address and telephone number of the headquarters of the organization, name of the authorized representative of such organization, and event title and event location are required. ***(If the special event is to be held by or for any person other than the applicant, the applicant shall file a written statement from that other person showing authority to make the application. A copy of the written statement should be included with the application)***

Event Contact Information: The name, address, and telephone number of the person who will be the special event coordinator and on-site contact who will be responsible for its conduct.

Event Period: The date(s) and time(s) the special event will start and terminate.

Event Preparation: The time at which on-site activities (set-up & tear down) in preparation for the special event will begin.

Event Scope: The approximate number of people who will be attending and, if applicable, the number and types of animals and vehicles which will constitute such special event.

Temporary Structures: The location, size and number of stages, seating, tents, awnings, canopies, food service booths, first aid stations, portable restrooms or other temporary structures shall be shown ***(Temporary structures must meet fire retardant standards. Additionally, Texas Department of Insurance Certificates proof of inspection and poof of insurance are required for rides or attractions associated with special events (Texas Occupations Code - Chapter 2151.) Copies of inspections and insurance certificates should be included with the application)***

Food & Beverages: If food or beverages will be served or sold, include copies of licenses or permits issued by the appropriate agencies for vendors. ***(Include a copy of a temporary food & beverage permit from Williamson County with the application)***

Alcoholic Beverages: If alcoholic beverages will be served or sold, include copies of any licenses or permits issued by Texas Alcoholic Beverage Commission. ***(Include a***

copy of the TABC alcoholic beverage permit with the application)

Amplified Sound Devices: When loudspeakers or other forms of amplified sound are used the speakers should be positioned so as to not adversely affect adjacent residential areas between the hours of 7:00 a.m. and 10:00 p.m. The speakers and/or amplified sound devices should be shown on the sketch or diagram along with their orientation.

Event Signs: Details for any planned signage should be included in the map or diagram. Signage may not be placed in any city or state right-of-way. A separate permit is required from City of Hutto Development Services for temporary signage. ***(A copy of the sign permit should be included with the application)***

Water & Wastewater: If using any water sources the applicant must submit a plan for the disposal of any wastewater in connection with the special event and such plan must be approved by the Public Works Department.

Security & Traffic Control: The applicant may be required to provide police officers for security and traffic control. The total number of police officers working an event will be determined by the Police Department. Planning variables include; the estimated number of participants and spectators, the sale of alcoholic beverages, the size of the location, the time period in which the event is conducted, the need for street closures and/or traffic control.

Parking Areas: If event parking is required, include the location and number of parking areas/spaces in the attached sketch or diagram. The number of parking spaces provided must accommodate projected attendees and an additional 10% surplus.

Event Entrance & Exit: The proposed location of entrances and exits and a plan of evacuation in case of emergency shall be shown in the map or diagram;

Private Property: If any portion of the special event is to be held on private property, including parking, written permission for the holding of the special event or parking from the owner of the property or his authorized representative.

Public Notification: If required by the City Manager, written notice to owners or occupants of property abutting the special event area shall be required no less than thirty (30) days prior to the special event. The notice must include; event date, time, location, and a statement that a special event application has been filed with the City of Hutto. ***(A copy of the notification letter must be included with the application)***

Permits & Agreements: Copies of permits and agreements with all city departments, county officials or state agencies, other than the building inspection department, shall be included with the application for a special event permit. If a special event uses

any portion of the City's right-of-way the applicant shall provide a certificate of insurance to comply with the standards established by the City Attorney. (***A ten thousand dollar surety bond shall be deposited with the application to ensure coverage in the event of damage to city property***). If the conditions set forth in Section 4.425 Code of Ordinances are met the bond shall be returned. If the conditions set forth in Section 4.425 Code of Ordinances are not met cost for mitigation shall be deducted from the bond and any remainder returned.

If required as set forth in section 4.04.047, a copy of a certificate of insurance that complies with the requirements set forth in such section;

If required as set forth in section 4.04.049, a copy of the surety bond that complies with the requirements set forth in such section; and

Any other information which the city manager finds necessary for permit issuance.

Frequently Asked Questions

The following information is provided for frequently asked questions. The answers are not a replacement to a thorough review of the Special Events Ordinance adopted by the City of Hutto, Section 4.400, Code of Ordinances.

What is considered a Special Event?

A Special Event is a planned, temporary grouping of people or attractions for a common purpose – such as street fairs, arts and crafts shows, rallies, public entertainments, or other similar events or attractions, that:

are conducted primarily outdoors; and

interfere with the normal flow or regulation of pedestrian or vehicular traffic; or

require special City services – including, but not limited to, street closure, provisions of barricades, refuse services, stages, special parking arrangements, special electrical services or special police services or protection.

If your event fits within this definition, you will need a Permit.

Are there any exceptions to the permit requirement?

Yes, there are some exceptions:

events requiring the approval or sanctioning of, or are officially sponsored by, the City, Hutto Independent School District, Texas State University or Williamson County;

an event wholly contained on property specifically designed or suited for the event and which holds a certificate of occupancy for such use – including adequate parking;

funeral processions; and

block parties as defined in section 4.501 of the Code of Ordinances of the City

Is there a fee for the Permit?

Yes, there is a \$50.00 Application fee, and there may be insurance, bonds, other fees or permits that must be secured in order to have the Special Event.

Are there conditions that must be met in order for the Permit to be issued?

A Permit will be issued if the City Manager is satisfied that the Special Event will be conducted in such a way that:

it won't substantially interrupt the safe and orderly movement of traffic;

won't require the diversion of so many police officers to properly police the event that it unduly interferes with normal police protection;

won't require the diversion of so great a number of fire personnel so as to unduly interfere with the normal provision of fire protection;

the concentration of people, animals and vehicles in parade assembly points won't unduly interfere with fire, police or EMS services to the Parade route and areas near the Parade route and assembly and disbursement areas;

won't interfere with the efficient response movement of firefighting equipment and services in route to a fire;

is unlikely to cause injuries or property damage;

will provide adequate sanitation and other required health facilities made in or adjacent to any public assembly areas; and

provides for sufficient parking places at the parade site to accommodate the number of vehicles reasonably expected to be parked in accordance with subsection 4.607 or the Applicant has made adequate arrangements for off-site parking and transportation.

When will a Permit not be issued?

The City Manager may deny a Special Event Permit if:

it conflicts in time/location with another Special Event, parade or assembly for which a Permit has already been granted;

the Applicant fails to comply with or the Special Event will violate an ordinance of the City or any other applicable law;

the parade application contains false or misleading statement or omissions of material;

the Applicant has been convicted of violating this Section, has had a Special Event Permit revoked within the preceding twelve (12) months, or has failed to pay any additional costs assessed by the City for a previous Special Event within the previous two (2) years;

the Applicant fails to provide proof of a license or permit required by this Section or another City ordinance or by state law;

in the opinion of one or more City department directors, the event would unduly affect the delivery or performance of normal services - including previously scheduled construction, maintenance services, emergency services, or constitutes a public threat;

the Applicant is unable or unwilling to provide any required insurance or surety bonds that may be required under this Section;

the Applicant is unable or unwilling to pay any additional costs as may be required by the City Manager;

the Applicant fails to submit a complete Application or fails to provide any additional information requested by the City Manager; or

the proposed date or time for the Special Event or the location of the Special Event or parking for such Special Event would unduly interfere or disrupt the educational activities of a school when such school is in session.

The City may also revoke a permit as follows:

in the event that the City officials or their designated representatives find that provisions of this Section, another City ordinance or state law are being violated, they shall immediately notify the City Manager, and the permit shall be revoked;

when, in the judgment of City officials or their designated representatives, a violation exists which requires immediate abatement, they shall have authority to revoke a Special Event Permit in the absence or unavailability of the City Manager; or

the Applicant made or permitted to be made a false or misleading statement or omission of material fact on an application for a Special Event Permit.

What can I do if my application is denied?

If the City Manager does not issue the Permit, the Applicant may appeal the denial to the City Council by filing a notice of appeal with the City Secretary within five (5) days after receiving the notice of denial. The City Council shall then hear the appeal as soon as practicable (usually the next regularly schedule Council meeting) and its decision is final.

Will the City provide clean up after the event and will that be an extra cost?

No, cleaning up after the event is entirely the applicant's responsibility.

Can non-citizens get a permit for an event planned inside the city limits?

Yes, Non-residents are subject to the normal provisions of this ordinance and procedure.

Do I have to be part of some organization to get a permit?

No, individuals may apply for and obtain permits.

Can alcohol can be available at the event?

Yes, generally, but you have to follow the requirements of the appropriate agencies, such as the Texas Alcohol Beverage Control Board.

City of Hutto Special Events Ordinance

Sec. 4.04.001 Definitions

Applicant. A person who has filed a written application for a special event permit.

City manager. The city manager or the designated representative of the city manager.

Permittee. The person to whom a special event permit is granted pursuant to this article.

Person. Any individual, assumed named entity, partnership, association, corporation, or organization.

Special Event. A planned temporary aggregation of people or attractions for a common purpose, including, but not limited to, street fairs, arts and crafts shows, rallies, public entertainments, or other similar events or attractions, that:

- (1) Are conducted primarily outdoors; and
- (2) Interfere with the normal flow or regulation of pedestrian or vehicular traffic; or
- (3) Require special city services, including, but not limited to, street closure, provision of barricades, refuse services, stages, special parking arrangements, special electrical services or special police services or protection.

Special Event Permit. The written approval from the city manager for a special event.

Sec. 4.04.002 Applicability; exemptions

(a) All special events, except those set forth in subsection (b) below, must conform to all applicable provisions of this article.

(b) The following events are exempt from the provisions of this article:

- (1) Events which require the approval or sanctioning of, or are officially sponsored by, the city, Hutto Independent School District, Texas State University or the county, shall be exempted from obtaining a special event;
- (2) An event wholly contained on property specifically designed or suited for the event and which holds a certificate of occupancy for such use including adequate parking;
- (3) Funeral processions;
- (4) Block parties as defined in [section 1.08.031](#) of this code.

Sec. 4.04.003 Offenses and penalty

(a) A person commits an offense if he commences or holds a special event without a special event permit or with a special event permit that has expired or been revoked.

(b) A culpable mental state is not required for the commission of an offense under this section.

(c) It is hereby determined that this article governs fire safety and public health and,

therefore, any person violating or failing to comply with any of the provisions of this article shall be subject to the penalty as provided for in [section 1.01.009](#) of this code.

Sec. 4.04.004 Police protection; additional costs

(a) The chief of police shall determine whether and to what extent additional police protection is reasonably necessary for the special event for traffic control and public safety. The chief of police shall base this decision on the size, location, duration, time and date of the special event, and the need to detour or preempt citizen travel and use of the streets and sidewalks. If possible, without disruption of ordinary police services or compromise of public safety, regularly scheduled on-duty personnel will police the special event. If additional police protection for the special event is deemed necessary by the chief of police, he shall so inform the applicant for the special event permit. The applicant then shall have the duty to secure the police protection deemed necessary by the chief of police.

(b) In the event the city manager determines, upon a review of the application, that a special event may require the special attention and involvement of city personnel or facilities, the city manager shall so notify the applicant. In such event, prior to the issuance of a special event permit, the applicant and the city manager shall agree upon the cost of policing and cleaning, and the closure of roads, and the applicant shall pay that amount to the city upon application. Prior to the issuance of a special event permit, the applicant shall agree in writing to pay any additional costs to the city incurred as a result of the special event within five (5) days of the date upon which the city informs the permittee of the amount of such additional costs. Should the permittee not pay such additional costs, no future special event permits shall be issued to the same permittee for a period not to exceed two (2) years. Nothing herein shall preclude the city from enforcing any legal or equitable remedy against the permittee for recovery of such additional costs.

Sec. 4.04.005 Notice to abutting property owners

The city manager shall have authority to require that the permittee send notices of the special event to abutting property owners when, in the city manager's judgment, the special event is of a scope and nature that will impact those owners.

Sec. 4.04.006 Applicant parking requirements

(a) The applicant shall submit evidence that sufficient parking will be available to accommodate the projected number of users with a ten-percent surplus. If said parking is to be on private property adjacent to the special event, written evidence that the applicant has a right of possession of said property through ownership, lease, license, or other property interest must be provided. When the location is not an established parking area, a plan shall be submitted which will show how the needed parking will be achieved and arranged. The number of parking spaces and layout of the parking area, including aisle widths, size of parking spaces and whether parking attendants will be provided shall be included in the submittal.

(b) When adequate parking is not available at, or immediately adjacent to, the site of the special event, off-site parking may be used. Plans shall be submitted which will show how off-site parking and transfer of attendees will be accomplished.

Sec. 4.04.007 City authority over parking

The city shall have the authority, when reasonably necessary as determined by the police department, to prohibit or restrict the parking of vehicles along a street or highway or part thereof adjacent to the site of the special event. The city shall post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof.

Sec. 4.04.008 Amusement rides

Rides and/or attractions associated with special event shall conform to the statutory rules and regulations set forth in chapter 2151 of the Texas Occupations Code, designated the "Amusement Ride Safety Inspection and Insurance Act," as amended.

Sec. 4.04.009 Hours of operation

A special event may be conducted only between the hours of 7:00 a.m. and 10:00 p.m. daily. The police department shall be responsible for enforcing this provision. The city manager may waive the time limit on certain special events when good cause is demonstrated by the applicant. Appeals of time limit restrictions may be made under [section 4.04.050](#) hereof.

Sec. 4.04.010 Tents and temporary structures

Any special event which includes the use of a stage, seating, tent, canopy, or other temporary structure shall meet the requirements of the city's fire code and building code except that a separate permit is not required when a special event permit has been obtained. Fire lanes for emergency equipment must be provided and the site prepared in a manner so as not to be a fire hazard as determined by the fire chief.

Sec. 4.04.011 Food and beverage service

Where food or beverage service is provided or sold, said operation shall be in compliance with all provisions of the food and food establishment ordinances of the city, as well as all other applicable state and local laws.

Sec. 4.04.012 Sanitary facilities

A minimum of two (2) portable-type sanitary facilities must be provided on the premises. Additional units may be required if determined to be necessary by the city manager.

Sec. 4.04.013 Animal waste

Waste from animals used in any such special event shall be removed daily from the grounds. Should animals be kept within the city limits at night, they shall be kept not less than three hundred (300) feet from any developed residential or commercial districts.

Sec. 4.04.014 Water usage and disposal of wastewater

(a) Any special event or related activity desiring use of water from the city water system must coordinate with the utilities department to obtain a temporary meter. Deposit for the meter and payment for water used shall be in accordance with ordinances of the city.

(b) The applicant shall submit a plan for the disposal of wastewater, and the plan shall be approved by the utilities department.

Sec. 4.04.015 Waste collection and solid waste dumpster

The applicant shall make appropriate arrangements for the collection of all waste resulting from such special event, and commercial solid waste dumpsters must be provided on site at all outdoor special events. The applicant shall make arrangements for the provision of such dumpsters with a commercial solid waste disposal company currently having a franchise agreement with the city.

Sec. 4.04.016 Loudspeakers

When loudspeakers will be used in conjunction with the special event, the location and orientation of speakers shall be indicated along with the planned hours of use. Speakers, which are positioned so as not to adversely affect an adjacent residential district, may be used between the hours of 7:00 a.m. and 10:00 p.m., when a special event permit has been obtained. The city manager may modify the time limit for use of such speakers when good cause is demonstrated by the applicant.

Sec. 4.04.017 Signage

Signage used in accordance with the special event shall comply with the sign regulations of the city under the provisions for promotional signage. Signs advertising the special event or directing potential customers to the special event site are expressly prohibited in the city rights-of-way.

Sec. 4.04.041 Permit Required

It shall be unlawful for any person to conduct a special event without first having obtained a special event permit from the city manager. (Ordinance 2006-25 adopted 5/15/06)

Sec. 4.04.042 Application; fee

(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 an application fee as provided in appendix A to this code. In appropriate circumstances, the city manager shall have the authority to lower or waive the fee. (Ordinance 2006-25 adopted 5/15/06; Ordinance adopting Code)

(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).

Sec. 4.04.043 Application filing period

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

(b) Late applications, where good cause is shown and subject to the standards promulgated in [section 4.04.045](#), may be considered when filed after the deadline prescribed in subsection (a) above.

Sec. 4.04.044 Contents of application

The applicant for a special event permit shall set forth as a minimum the following information:

- (1) The name, address, and telephone number of the person seeking to conduct the special event;
- (2) If the special event is to be held for or by an organization, the name, address and telephone number of the headquarters of the organization and name and address of the authorized representative(s) of such organization;
- (3) If the special event is to be held by or for any person other than the applicant, the applicant shall file a written statement from that other person showing authority to make the application;
- (4) The name, address, and telephone number of the person who will be the special event chairman and who will be responsible for its conduct;
- (5) The proposed location and parking areas for the special event;
- (6) The approximate number of people who will be attending and, if applicable, the number and types of animals and vehicles which will constitute such special event;
- (7) The location, size and number of stages, seating, tents, awnings, canopies, food service booths, first aid stations, portable restrooms or other temporary structures shall be shown;
- (8) If food or beverages will be served or sold, include copies of any licenses or permits issued by the appropriate agencies for such vendors;
- (9) Details for any planned signage shall be included;

- (10) When loudspeakers will be used, the location and orientation of those speakers shall be shown;
- (11) The date(s) and time(s) the special event will start and terminate;
- (12) The time at which on-site activities in preparation for the special event will begin;
- (13) The proposed location of entrances and exits and a plan of evacuation in case of emergency;
- (14) If any portion of the special event is to be held on private property, including parking, written permission for the holding of the special event or parking from the owner of the property or his authorized representative;
- (15) Copies of permits and agreements with all city departments, county officials or state agencies, other than the building inspection department, shall be included with the application for a special event permit;
- (16) If required as set forth in [section 4.04.047](#), a copy of a certificate of insurance that complies with the requirements set forth in such section;
- (17) If required as set forth in [section 4.04.049](#), a copy of the surety bond that complies with the requirements set forth in such section; and
- (18) Any other information which the city manager shall find necessary under the standards for issuance.

Sec. 4.04.045 Standards for issuance

A special event permit will be issued if, upon review, the city manager finds that the applicant has secured the police protection, if any, required under [section 4.04.004](#) and that the special event will be conducted in such a way that:

- (1) It will not substantially interrupt the safe and orderly movement of traffic near its location or route;
- (2) It will not require the diversion of so great a number of police officers to properly police the special event location or line of movement and the adjacent areas as to unduly interfere with the normal protection for the city;
- (3) It will not require the diversion of so great a number of fire protection or emergency medical services (EMS) personnel so as to unduly interfere with the provision of these services to portions of the city other than that to be occupied by the special event and adjacent areas;
- (4) It will not unduly interfere with the efficient response movement of firefighting equipment and services en route to a fire;
- (5) The concentration of people, animals, and vehicles at assembly points and during the

event will not unduly interfere with proper fire, EMS, and police protection to areas near such special event;

(6) It is not likely to cause injury to persons or property;

(7) There will be adequate sanitation and other required health facilities made available in or adjacent to any public assembly areas; and

(8) There are sufficient parking places on the site of the special event to accommodate the number of vehicles reasonably expected to be parked in accordance with [section 4.04.006](#), or the applicant has made adequate arrangements for off-site parking and transfer of attendees.

Sec. 4.04.046 Denial or revocation

(a) The city manager may deny a special event permit if:

(1) The special event will conflict in time and location with another special event, parade or assembly for which a permit has already been granted;

(2) The applicant fails to comply with or the special event will violate an ordinance of the city or any other applicable law;

(3) The applicant makes or permits the making of a false or misleading statement or omission of material fact on an application for a special event [permit];

(4) The applicant has been convicted of violating this article, has had a special event permit revoked within the preceding twelve (12) months, or has failed to pay any additional costs assessed by the city for a previous special event within the previous two (2) years;

(5) The applicant fails to provide proof of a license or permit required by this article or another city ordinance or by state law;

(6) The special event, in the opinion of one (1) or more city departmental directors, would unduly hinder or compromise the delivery or performance of normal services, including previously scheduled construction or maintenance services, or emergency services, or constitutes a public threat;

(7) The applicant is unable or unwilling to provide any required insurance or surety bonds that may be required under this article;

(8) The applicant is unable or unwilling to pay any additional costs as may be required by the city manager;

(9) The applicant fails to submit a complete application or fails to provide any additional information requested by the city manager; or

(10) The proposed date or time for the special event or the location of the special event or parking for such special event would unduly interfere with or disrupt the educational activities of a school when such school is in session.

(b) A special event permit shall be revoked upon the following conditions:

(1) In the event that the police chief, fire chief, director of utilities, other city officials or their designated representatives find that any of the provisions of this article, another city ordinance, or state law is being violated, they shall immediately notify the city manager, and the special event permit issued hereunder shall be revoked;

- (2) When, in the judgment of the above-named officials, a violation exists which requires immediate abatement, they shall have the authority to revoke a special event permit in the absence or unavailability of the city manager; or
- (3) The applicant made or permitted to be made a false or misleading statement or omission of material fact on an application for a special event permit.

Sec. 4.04.047 Liability insurance

- (a) When a special event is partially or fully contained on the city rights-of-way, the applicant for a special event permit shall furnish the city manager with a certificate of insurance complying with standards established by the city's risk manager.
- (b) The city manager shall have the right to lower, waive, or increase the public liability insurance limits based upon the type of special event, equipment, machinery, location, number of people or animals involved and other pertinent factors or risks associated with the special event.
- (c) An applicant shall have the right to show cause why the insurance requirement should be reduced or waived and to present such request to the city manager. Upon receipt of such request, the city manager shall consult with the city's risk manager or his designee. The city manager shall respond to an applicant's request for lower insurance or waiver within five (5) days from the date of the request.
- (d) If a mutually agreeable insurance limit cannot be agreed upon, the application shall be considered denied.

Sec. 4.04.048 Indemnification

When a special event or parking attendant to such special event is partially or fully contained on city property, applicants shall sign an agreement to indemnify and hold harmless the city, its officers, employees, agents, and representatives against all claims of liability and causes of action resulting from injury or damage to persons or property arising out of the special event.

Sec. 4.04.049 Surety bond

- (a) When a special event is partially or fully contained on city property, a surety bond shall be deposited with the city in the amount of ten thousand dollars (\$10,000.00), conditioned that no damage will be done to the city property, streets, sewers, trees, or adjoining property and that no paper, litter, or other debris will be permitted to remain upon the city property, streets or upon any private property by the applicant. The surety bond shall be returned to the permittee within ten (10) days after said special event permit expires, upon certification by the city manager that all conditions of this article have been complied with. Should actual costs for policing and cleaning not exceed this amount, the remainder shall be refunded to the permittee by the city. In the event that actual costs exceed this amount, the permittee shall pay such additional sum to the city within ten (10) days from the date of notification. If that amount is not paid, no future permits shall be

issued to the same permittee for a period not to exceed two (2) years. Nothing herein shall preclude the city from enforcing any legal or equitable remedy against the permittee in addition to the bond. The applicant shall have the right to show evidence why the bond should be lowered or waived by the city manager. Appeals shall be heard by the city council in accordance with provisions of [section 4.04.050](#).

(b) When a special event is fully contained on private property, a sum in the amount of five hundred dollars (\$500.00) shall be deposited with the city conditioned that no paper, litter, or other debris will be permitted to remain upon the site of the special event. The deposit shall be returned to the permittee within ten (10) days after the special event permit expires upon certification by the city manager that all conditions of this article have been complied with. Should actual costs for cleaning not exceed this amount, the remainder shall be reimbursed to the permittee by the city. In the event that actual costs exceed this amount, the permittee shall pay such additional sum to the city within ten (10) days from the date of notification. If that amount is not paid, no future special event permits shall be issued to the same permittee for a period not to exceed two (2) years. Nothing herein shall preclude the city from enforcing any legal or equitable remedy against the permittee in addition to the deposit. The applicant shall have the right to show evidence why the deposit should be lowered or waived to the city manager. Appeals shall be heard by the city council in accordance with provisions of [section 4.04.050](#).

Sec. 4.04.050 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 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.

Sec. 4.04.051 Duration

The duration of the special event permit granted under the terms of this article shall not exceed a period of three (3) days.
(Ordinance 2006-25 adopted 5/15/06)

Private Property's Owners Release

Example

Date: _____

I hereby grant the Applicant and any affiliated organization permission to use my property in connection with the Special Event to wit: **<Event Name>**

Property location: _____

By signing below I hereby swear or affirm I am in care custody and control of the property(s) described above.

Property Owner (print) _____

Property Owner Signature _____

Phone number _____

E-mail: _____



REQUEST FOR SPECIAL EXCEPTION

ARTICLE 14.03 NOISE, SEC. 14.03.004

Date Received: _____

Business Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Name: _____

Phone: _____ Cell Phone: _____ Email: _____

Executive Summary:

☐ I have received a copy of ARTICLE 14.03 NOISE, and agree to comply with said article, the related rules provided, and the terms and conditions of a special exception of the applicant.

Special Exception Applicant _____

Date: _____

Chief of Police approval _____

Date: _____

City Manager Approval _____

Date: _____

DIVISION 2
Special Events

Part I
In General

§ 1.07.031. Definitions.

Applicant. A person who has filed a written application for a special event permit.

City manager. The city manager or the designated representative of the city manager.

Permittee. The person to whom a special event permit is granted pursuant to this division.

Person. Any individual, assumed named entity, partnership, association, corporation, or organization.

Small market event. A planned temporary aggregation of multiple vendors, artists, and/or farmers displaying and/or selling their goods on private property, and shall not interfere with the normal flow or regulation of pedestrian or vehicular traffic, or require any special city services.

Special event. A planned temporary aggregation of people or attractions for a common purpose, including, but not limited to, street fairs, arts and crafts shows, rallies, public entertainments, or other similar events or attractions, that:

- (1) Are conducted primarily outdoors; and
- (2) Interfere with the normal flow or regulation of pedestrian or vehicular traffic; or
- (3) Require special city services, including, but not limited to, street closure, provision of barricades, refuse services, stages, special parking arrangements, special electrical services or special police services or protection.

Special event permit. The written approval from the city manager for a special event. (2007 Code, sec. 4.04.001; Ordinance O-11-09-15-VI4, sec. I (2), adopted 9/15/11)

§ 1.07.032. Applicability; exemptions.

- (a) All special events, except those set forth in subsection (b) below, must conform to all applicable provisions of this division.
- (b) The following events are exempt from the provisions of this division:
 - (1) Events which require the approval or sanctioning of, or are officially sponsored by, the city, Hutto Independent School District, Texas State University or the county shall be exempted from obtaining a special event [permit];
 - (2) An event wholly contained on property specifically designed or suited for the event and which holds a certificate of occupancy for such use, including adequate parking;
 - (3) Funeral processions;

(4) Block parties as defined in section 1.07.201 of this code;

(5) Small market events, as defined above, operating on private property in any transect zone in Old Town Hutto, except in OT-3.

(2007 Code, sec. 4.04.002; Ordinance O-11-09-15-VI4, sec. I (3), adopted 9/15/11)

§ 1.07.033. Offenses; penalty.

(a) A person commits an offense if he commences or holds a special event without a special event permit or with a special event permit that has expired or been revoked.

(b) A culpable mental state is not required for the commission of an offense under this section.

(c) It is hereby determined that this division governs fire safety and public health and, therefore, any person violating or failing to comply with any of the provisions of this division shall be subject to the penalty as provided for in section 1.01.009 of this code.

(2007 Code, sec. 4.04.003)

§ 1.07.034. Police protection; payment of additional costs incurred by city.

(a) The chief of police shall determine whether and to what extent additional police protection is reasonably necessary for the special event for traffic control and public safety. The chief of police shall base this decision on the size, location, duration, time and date of the special event, and the need to detour or preempt citizen travel and use of the streets and sidewalks. If possible, without disruption of ordinary police services or compromise of public safety, regularly scheduled on-duty personnel will police the special event. If additional police protection for the special event is deemed necessary by the chief of police, he shall so inform the applicant for the special event permit. The applicant then shall have the duty to secure the police protection deemed necessary by the chief of police.

(b) In the event the city manager determines, upon a review of the application, that a special event may require the special attention and involvement of city personnel or facilities, the city manager shall so notify the applicant. In such event, prior to the issuance of a special event permit, the applicant and the city manager shall agree upon the cost of policing and cleaning, and the closure of roads, and the applicant shall pay that amount to the city upon application. Prior to the issuance of a special event permit, the applicant shall agree in writing to pay any additional costs to the city incurred as a result of the special event within five (5) days of the date upon which the city informs the permittee of the amount of such additional costs. Should the permittee not pay such additional costs, no future special event permits shall be issued to the same permittee for a period not to exceed two (2) years. Nothing herein shall preclude the city from enforcing any legal or equitable remedy against the permittee for recovery of such additional costs.

(2007 Code, sec. 4.04.004)

§ 1.07.035. Notice to abutting property owners.

The city manager shall have authority to require that the permittee send notices of the special event to abutting property owners when, in the city manager's judgment, the special event is of a scope and nature that will impact those owners.

(2007 Code, sec. 4.04.005)

§ 1.07.036. Parking requirements.

- (a) The applicant shall submit evidence that sufficient parking will be available to accommodate the projected number of users with a ten percent surplus. If said parking is to be on private property adjacent to the special event, written evidence that the applicant has a right of possession of said property through ownership, lease, license, or other property interest must be provided. When the location is not an established parking area, a plan shall be submitted which will show how the needed parking will be achieved and arranged. The number of parking spaces and layout of the parking area, including aisle widths, size of parking spaces and whether parking attendants will be provided, shall be included in the submittal.
- (b) When adequate parking is not available at, or immediately adjacent to, the site of the special event, off-site parking may be used. Plans shall be submitted which will show how off-site parking and transfer of attendees will be accomplished.

(2007 Code, sec. 4.04.006)

§ 1.07.037. City authority over parking.

The city shall have the authority, when reasonably necessary as determined by the police department, to prohibit or restrict the parking of vehicles along a street or highway or part thereof adjacent to the site of the special event. The city shall post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof.

(2007 Code, sec. 4.04.007)

§ 1.07.038. Amusement rides.

Rides and/or attractions associated with special event shall conform to the statutory rules and regulations set forth in chapter 2151 of the Texas Occupations Code, designated the "Amusement Ride Safety Inspection and Insurance Act," as amended.

(2007 Code, sec. 4.04.008)

§ 1.07.039. Hours of operation.

A special event may be conducted only between the hours of 7:00 a.m. and 10:00 p.m. daily. The police department shall be responsible for enforcing this provision. The city manager may waive the time limit on certain special events when good cause is demonstrated by the applicant. Appeals of time limit restrictions may be made under section 1.07.090 hereof.

(2007 Code, sec. 4.04.009)

§ 1.07.040. Tents and temporary structures.

Any special event which includes the use of a stage, seating, tent, canopy, or other temporary structure shall meet the requirements of the city's fire code and building code, except that a separate permit is not required when a special event permit has been obtained. Fire lanes for emergency equipment must be provided and the site prepared in a manner so as not to be a fire hazard as determined by the fire chief.

(2007 Code, sec. 4.04.010)

§ 1.07.041. Food and beverage service.

Where food or beverage service is provided or sold, said operation shall be in compliance with all provisions of the food and food establishment ordinances of the city, as well as all other applicable state and local laws.

(2007 Code, sec. 4.04.011)

§ 1.07.042. Sanitary facilities.

A minimum of two (2) portable-type sanitary facilities must be provided on the premises. Additional units may be required if determined to be necessary by the city manager.

(2007 Code, sec. 4.04.012)

§ 1.07.043. Animal waste; keeping animals overnight.

Waste from animals used in any such special event shall be removed daily from the grounds. Should animals be kept within the city limits at night, they shall be kept not less than three hundred (300) feet from any developed residential or commercial districts.

(2007 Code, sec. 4.04.013)

§ 1.07.044. Water usage and disposal of wastewater.

- (a) Any special event or related activity desiring use of water from the city water system must coordinate with the utilities department to obtain a temporary meter. The deposit for the meter and payment for water used shall be in accordance with ordinances of the city.
- (b) The applicant shall submit a plan for the disposal of wastewater, and the plan shall be approved by the utilities department.

(2007 Code, sec. 4.04.014)

§ 1.07.045. Waste collection and solid waste dumpster.

The applicant shall make appropriate arrangements for the collection of all waste resulting from such special event, and commercial solid waste dumpsters must be provided on-site at all outdoor special events. The applicant shall make arrangements for the provision of such dumpsters with a commercial solid waste disposal company currently having a franchise agreement with the city.

(2007 Code, sec. 4.04.015)

§ 1.07.046. Loudspeakers.

When loudspeakers will be used in conjunction with the special event, the location and orientation of speakers shall be indicated along with the planned hours of use. Speakers, which are positioned so as not to adversely affect an adjacent residential district, may be used between the hours of 7:00 a.m. and 10:00 p.m., when a special event permit has been obtained. The city manager may modify the time limit for use of such speakers when good cause is demonstrated by the applicant.

(2007 Code, sec. 4.04.016)

§ 1.07.047. Signage.

Signage used in accordance with the special event shall comply with the sign regulations of the city under the provisions for promotional signage. Signs advertising the special event or directing potential customers to the special event site are expressly prohibited in the city rights-of-way.

(2007 Code, sec. 4.04.017)

§ 1.07.048. through § 1.07.080. (Reserved)

Part II
Permit

§ 1.07.081. Required.

It shall be unlawful for any person to conduct a special event without first having obtained a special event permit from the city manager.
(2007 Code, sec. 4.04.041)

§ 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 by an application fee as provided in the fee schedule in appendix A of this code.
- (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.

(Ordinance O-2022-021 adopted 5/19/22)

§ 1.07.083. Application filing period.

- (a) Applications for a special event permit shall be filed not less than 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.
(Ordinance O-2022-021 adopted 5/19/22)

§ 1.07.084. Contents of application.

The applicant for a special event permit shall set forth as a minimum the following information:

- (1) The name, address, and telephone number of the person seeking to conduct the special event;
- (2) If the special event is to be held for or by an organization, the name, address and telephone number of the headquarters of the organization and name and address of the authorized representative(s) of such organization;
- (3) If the special event is to be held by or for any person other than the applicant, the applicant shall file a written statement from that other person showing authority to make the application;
- (4) The name, address, and telephone number of the person who will be the special event chairman and who will be responsible for its conduct;
- (5) The proposed location and parking areas for the special event;
- (6) The approximate number of people who will be attending and, if applicable, the number and types of animals and vehicles which will constitute such special event;
- (7) The location, size and number of stages, seating, tents, awnings, canopies, food service booths, first aid stations, portable restrooms or other temporary structures shall be shown;
- (8) If food or beverages will be served or sold, include copies of any licenses or permits issued by the appropriate agencies for such vendors;
- (9) Details for any planned signage shall be included;
- (10) When loudspeakers will be used, the location and orientation of those speakers shall be shown;
- (11) The date(s) and time(s) the special event will start and terminate;
- (12) The time at which on-site activities in preparation for the special event will begin;
- (13) The proposed location of entrances and exits and a plan of evacuation in case of emergency;
- (14) If any portion of the special event is to be held on private property, including parking, written permission for the holding of the special event or parking from the owner of the property or his authorized representative;
- (15) Copies of permits and agreements with all city departments, county officials or state agencies, other than the building inspection department, shall be included with the

application for a special event permit;

- (16) If required as set forth in section 1.07.087, a copy of a certificate of insurance that complies with the requirements set forth in such section;
 - (17) If required as set forth in section 1.07.089, a copy of the surety bond that complies with the requirements set forth in such section; and
 - (18) Any other information which the city manager shall find necessary under the standards for issuance.
- (2007 Code, sec. 4.04.044)

§ 1.07.085. Standards for issuance.

A special event permit will be issued if, upon review, the city manager finds that the applicant has secured the police protection, if any, required under section 1.07.034 and that the special event will be conducted in such a way that:

- (1) It will not substantially interrupt the safe and orderly movement of traffic near its location or route;
- (2) It will not require the diversion of so great a number of police officers to properly police the special event location or line of movement and the adjacent areas as to unduly interfere with the normal protection for the city;
- (3) It will not require the diversion of so great a number of fire protection or emergency medical services (EMS) personnel so as to unduly interfere with the provision of these services to portions of the city other than that to be occupied by the special event and adjacent areas;
- (4) It will not unduly interfere with the efficient response movement of firefighting equipment and services en route to a fire;
- (5) The concentration of people, animals, and vehicles at assembly points and during the event will not unduly interfere with proper fire, EMS, and police protection to areas near such special event;
- (6) It is not likely to cause injury to persons or property;
- (7) There will be adequate sanitation and other required health facilities made available in or adjacent to any public assembly areas; and
- (8) There are sufficient parking places on the site of the special event to accommodate the number of vehicles reasonably expected to be parked in accordance with section 1.07.036, or the applicant has made adequate arrangements for off-site parking and transfer of attendees.

(2007 Code, sec. 4.04.045)

§ 1.07.086. Denial or revocation.

- (a) The city manager may deny a special event permit if:

- (1) The special event will conflict in time and location with another special event, parade or assembly for which a permit has already been granted;
 - (2) The applicant fails to comply with or the special event will violate an ordinance of the city or any other applicable law;
 - (3) The applicant makes or permits the making of a false or misleading statement or omission of material fact on an application for a special event [permit];
 - (4) The applicant has been convicted of violating this division, has had a special event permit revoked within the preceding twelve (12) months, or has failed to pay any additional costs assessed by the city for a previous special event within the previous two (2) years;
 - (5) The applicant fails to provide proof of a license or permit required by this division or another city ordinance or by state law;
 - (6) The special event, in the opinion of one (1) or more city departmental directors, would unduly hinder or compromise the delivery or performance of normal services, including previously scheduled construction or maintenance services, or emergency services, or constitutes a public threat;
 - (7) The applicant is unable or unwilling to provide any required insurance or surety bonds that may be required under this division;
 - (8) The applicant is unable or unwilling to pay any additional costs as may be required by the city manager;
 - (9) The applicant fails to submit a complete application or fails to provide any additional information requested by the city manager; or
 - (10) The proposed date or time for the special event or the location of the special event or parking for such special event would unduly interfere with or disrupt the educational activities of a school when such school is in session.
- (b) A special event permit shall be revoked upon the following conditions:
- (1) In the event that the police chief, fire chief, director of utilities, other city officials or their designated representatives find that any of the provisions of this division, another city ordinance, or state law is being violated, they shall immediately notify the city manager, and the special event permit issued hereunder shall be revoked;
 - (2) When, in the judgment of the above-named officials, a violation exists which requires immediate abatement, they shall have the authority to revoke a special event permit in the absence or unavailability of the city manager; or
 - (3) The applicant made or permitted to be made a false or misleading statement or omission of material fact on an application for a special event permit.
- (2007 Code, sec. 4.04.046)

§ 1.07.087. Liability insurance.

- (a) When a special event is partially or fully contained on the city rights-of-way, the applicant for a special event permit shall furnish the city manager with a certificate of insurance complying with standards established by the city's risk manager.
 - (b) The city manager shall have the right to lower, waive, or increase the public liability insurance limits based upon the type of special event, equipment, machinery, location, number of people or animals involved and other pertinent factors or risks associated with the special event.
 - (c) An applicant shall have the right to show cause why the insurance requirement should be reduced or waived and to present such request to the city manager. Upon receipt of such request, the city manager shall consult with the city's risk manager or his designee. The city manager shall respond to an applicant's request for lower insurance or waiver within five (5) days from the date of the request.
 - (d) If a mutually agreeable insurance limit cannot be agreed upon, the application shall be considered denied.
- (2007 Code, sec. 4.04.047)

§ 1.07.088. Indemnification of city.

When a special event or parking attendant to such special event is partially or fully contained on city property, applicants shall sign an agreement to indemnify and hold harmless the city, its officers, employees, agents, and representatives against all claims of liability and causes of action resulting from injury or damage to persons or property arising out of the special event.

(2007 Code, sec. 4.04.048)

§ 1.07.089. Surety bond or deposit.

- (a) When a special event is partially or fully contained on city property, a surety bond shall be deposited with the city in the amount of ten thousand dollars (\$10,000.00), conditioned that no damage will be done to the city property, streets, sewers, trees, or adjoining property and that no paper, litter, or other debris will be permitted to remain upon the city property, streets or upon any private property by the applicant. The surety bond shall be returned to the permittee within ten (10) days after said special event permit expires, upon certification by the city manager that all conditions of this division have been complied with. Should actual costs for policing and cleaning not exceed this amount, the remainder shall be refunded to the permittee by the city. In the event that actual costs exceed this amount, the permittee shall pay such additional sum to the city within ten (10) days from the date of notification. If that amount is not paid, no future permits shall be issued to the same permittee for a period not to exceed two (2) years. Nothing herein shall preclude the city from enforcing any legal or equitable remedy against the permittee in addition to the bond. The applicant shall have the right to show evidence why the bond should be lowered or waived by the city manager. Appeals shall be heard by the city council in accordance with the provisions of section 1.07.090.

- (b) When a special event is fully contained on private property, a sum in the amount of five hundred dollars (\$500.00) shall be deposited with the city conditioned that no paper, litter, or other debris will be permitted to remain upon the site of the special event. The deposit shall be returned to the permittee within ten (10) days after the special event permit expires, upon certification by the city manager that all conditions of this division have been complied with. Should actual costs for cleaning not exceed this amount, the remainder shall be reimbursed to the permittee by the city. In the event that actual costs exceed this amount, the permittee shall pay such additional sum to the city within ten (10) days from the date of notification. If that amount is not paid, no future special event permits shall be issued to the same permittee for a period not to exceed two (2) years. Nothing herein shall preclude the city from enforcing any legal or equitable remedy against the permittee in addition to the deposit. The applicant shall have the right to show evidence why the deposit should be lowered or waived to the city manager. Appeals shall be heard by the city council in accordance with the provisions of section 1.07.090.

(2007 Code, sec. 4.04.049)

§ 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 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.

(Ordinance O-2022-021 adopted 5/19/22)

§ 1.07.091. Duration.

The duration of the special event permit granted under the terms of this division shall not exceed a period of three (3) days.

(2007 Code, sec. 4.04.051)

§ 1.07.092. through § 1.07.120. (Reserved)

AGENDA ITEM REPORT

13.4.



To: City Council
Subject: Discussion and possible action on Council and City Manager expense reimbursements (Mayor Mike Snyder)
Meeting: Thursday, January 18, 2024
Department: City Council /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

AGENDA ITEM REPORT

13.5.



To: City Council
Subject: Discussion and possible action on the Mayor's annual Golf Tournament
(Councilmember Brian Thompson)
Meeting: Thursday, January 18, 2024
Department: City Council /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

AGENDA ITEM REPORT

14.1.



To: City Council
Subject: Consideration and possible action of Resolution No. R-2024-011 authorizing the City Manager to execute a Guaranteed Maximum Price (GMP) of \$277,087 with STR Constructors for Phase 1 of Fritz Park (P02-2023) (Matt Rector)
Meeting: Thursday, January 18, 2024
Department: Community Services /
Staff Contact: Matt Rector, Dottie Palumbo

BACKGROUND INFORMATION:

On November 2, 2023, City Council approved Resolution No. R-2023-296 for STR Constructors as the Construction Manager at Risk (CMAR) for Fritz Park. This resolution granted the City the authority to enter into an agreement with STR Constructors for the role of the general contractor as the CMAR for the Fritz Park Improvements project. A key part of this decision was the inclusion of a CMAR for the project, specifically for the Fritz Park renovation. STR Constructors has collaborated with the City's Architect, Burditt Consultants, in coordination with performing pre-construction services, including Constructability Reviews, Value Engineering Recommendations, and Estimating Services Fees. These will be reviewed in the final stages of the design process, leading to the establishment of a Guaranteed Maximum Price (GMP).

The purpose of this resolution is to authorize the execution of the first of two Guaranteed Maximum Price ("GMP") Amendments to the existing Construction Manager-At-Risk ("CMAR") Agreement ("Agreement") with STR Constructors for the renovation of the Fritz Park project ("Project"). The authorization of GMP amendments to the Agreement is the final step in the CMAR construction procurement method which sets the contract amount for construction of the Project. The project team, consisting of the Architect, Burditt; Construction Manager, STR Constructors; and City staff, determined that in order to accelerate construction activities for the project, a two-phased GMP approach was required. This initial GMP includes earthwork, for an amount not to exceed \$247,087.00 in addition to a \$30,000.00 Owner's contingency for a total amount of \$277,087.00.

This GMP is for Phase 1 with the CMAR performing less than 1% of the total costs of the project. A contingency of 10% if unused will allow for funds to be allocated for Phase 2.

The remainder of the Fritz Park site scopes are included in the second GMP amendment for an amount to be determined at a later date in Spring 2024. The scopes of work included in the second GMP includes site work, playground facilities, pond, trails, and additional parking. City staff and STR Constructors reviewed and evaluated the subcontractor bids to determine the best value and then compiled the first GMP that includes the selected subcontractor bids along with a portion of STR Constructor's direct costs, fees, bonds and insurance. If the first GMP amendment is approved, total GMP authorization for construction of the project would be adjusted accordingly at the time of

AGENDA ITEM REPORT

14.1.



presenting the second GMP.

Funding for the Project is provided by 2018 voter-approved General Obligation Bonds and Parkland Improvement Fees. After execution of the first GMP, construction is anticipated to begin on the week of January 8, 2024. For a full timeline of past and future milestones, please see the attached document entitled Fritz Park Timeline. Staff has reviewed the initial GMP proposal and determined the proposed costs for the components of the first GMP are fair, reasonable and within the established construction budget. Staff now recommends execution of the first Guaranteed Maximum Price Amendment to the Construction Manager-At-Risk Agreement with STR Constructors for renovation of Fritz Park Project for an amount not to exceed \$277,087.00.

SUMMARY OF REQUEST:

Approval as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

2023A General Obligation Bonds (17)
Account ID:17-040-039-6702
Account Description: Street and Drainage
Line Item Budgeted Amount: \$11,000,000
Subline(Project) Budgeted Amount : \$11,000,000
Subline(Project) Balance Available: \$10,967,000
Subline(Project) Amount Requested: \$277,087
Subline(Project) Remaining Balance: \$10,689,913

ATTACHMENTS:

1. CMAR Resolution Sheet Phase 1 GMP-R-2024-011
2. Fritz_Park_Improvements_Map
3. Hutto - Phase 1 re3 Pricing Revised
4. Fritz Park Timeline
5. Insurance
6. Conflict of Interest
7. House Bill 89 Verification
8. Form 1295 Certificate 101143906

RESOLUTION NO. R-2024-011

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A GUARANTEED MAXIMUM PRICE (GMP) OF \$277,087 WITH STR CONSTRUCTORS FOR PHASE 1 OF FRITZ PARK (P02-2023); AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas (“City”) has approved Resolution 2023-296 with STR Constructors at the Construction Manager at Risk (CMAR) for Fritz Park;

WHEREAS, Phase 1 of the project includes safety fencing, erosion control, seeding, demolition, and grading and construction; and

WHEREAS, the City Council has approved the sell of Bond Funds for the Fritz Park renovation project; and

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

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

Section 2: That the Hutto City Council hereby approves and authorizes the 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.

Section 4. This Resolution shall take effect immediately upon its passage.

RESOLVED this 4th day of January, 2024.

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

Fritz Park Improvements





STR CONSTRUCTORS
GENERAL CONTRACTORS
CONSTRUCTION MANAGEMENT

December 4, 2023
City of Hutto
500 W. Live Oak Street
Hutto, Texas 78634

Att.: Patricia A. Davis, MSCE, P.E., LGPP
CIP Engineer

Re.: Hutto Fritz Park Improvements – Phase I – Costs

Patricia Davis,

STR Constructors proposes to perform the work for Phase I of the Fritz Park Improvements for **Two Hundred Seventy-Seven Thousand Eighty-Seven Dollars (\$277,087.00)**. I have attached our breakdown and copies of the recommended subcontractor's bid for your review.

The recommended subcontractors and scope of work are as follows:

The Altum Group – \$3,355.00 - Survey properties lines and layout of Temp Fence & Erosion Control.
National Construction Rentals - \$8,615.00 – Furnish and install Temp Fence.
STR Constructors - \$2,931.00 – Demo of Site furniture
Ventitti – \$96,618.00 - Earthwork, Grading and Construction Entrances
Bird Dog Construction - \$12,033.00 – Erosion Control & SWPPP Plan & Inspections
Pampered Lawns – \$19,838.00 - Seeding

I have also included a Contingency of \$30,000.00 to be used for any unforeseen items or in case any additional work needs to be done for the trees. The \$30,000.00 contingency is the amount that we discussed with the Architect at our meeting on Friday as being appropriate for this amount of work. Any un-used amount left in the contingency would be rolled over into Phase 2.

If you have any questions or need any additional information, please contact me.

Thank you,

Gilbert Bolding, President



STR CONSTRUCTORS
GENERAL CONTRACTORS
 CONSTRUCTION MANAGEMENT

Final Bid Sheet

Bid ID #: _____
 Bid Name: Hutto - Fritz Park Improvements Phase I
 Bid Date: 11/17/2023

All Totals from Appropriate Sheets. DO NOT Enter into this Sheet Directly!

Bid Time Base:		4 Months		Bid Time Contingent:	
Item Category	Bid Item Description			Bid Item Total Value	
Direct Costs	Subcontracts Total Value			\$	143,390
	STR Constructors Involved Labor Total Value			\$	51,864
	General Contingency Total Value				
	STR Constructors Involved Rentals Total Value				
	Site Specific Mobilization			\$	-
	Site Operational Costs Total Value			\$	27,998
	Qualified Site Operational Costs Total Value			\$	-
	Site Specific De-Mobilization			\$	-
Total of Costs Direct to STR Constructors, LLC				\$	223,252
Indirect Costs	Payroll Tax				
	Franchise Tax				
	G/L Insurance (.54%)			\$	1,206
	Builder's Risk (.18%)			\$	402
	Bond (I- 2.5% / \$100K, II- 1.5% / \$400K, III- 1% / \$2.5M)			\$	6,063
	General & Administrative Costs (I- .87% x AP- .23%)				
Total of Costs Indirect to STR Constructors, LLC				\$	7,670
Subtotal (Direct + Indirect Costs Before CMAR Fees)					\$230,922
CMAR Fee				\$	16,165
Bid Subtotal				\$	247,087
Texas State Sales & Use Tax Applied				\$	-
Owner's Contingency				\$	30,000.00
Total Project Estimate to Prospective Client				\$	277,087



Bid ID #:	
Bid Name:	Hutto - Fritz Park Improvements Phase I
Bid Date:	11/17/2023

[illegible]



Bid ID #:	
Bid Name:	Hutto - Fritz Park Improvements Phase I
Bid Date:	11/13/2023

[illegible]



STR CONSTRUCTORS
GENERAL CONTRACTORS
 CONSTRUCTION MANAGEMENT

Site Operational Costs

Bid ID #:

Bid Name:

Hutto - Fritz Park Improvements Phase I

Bid Date:

11/22/2023

DO NOT Add to Operational Items! Wholesale Costs Only.

Operational Item Description	Unit	Quantity	Unit Cost	Operational Item Total
<i>Site Allowances</i>				\$ -
Telephone (Personnel Allowance)	month	4	\$ 103.00	\$ 412.00
Vehicle (Personnel Allowance)	Month	4	\$ 625.00	\$ 2,500.00
				\$ -
OSHA & Safety (PPE Allowance)	Month	4	\$ 434.00	\$ 1,736.00
Technology (Internet)	Month	4	\$ 250.00	\$ 1,000.00
				\$ -
				\$ -
Mobilize/Demobilize (Mobilize only)	Each	1	\$ 3,400.00	\$ 3,400.00
Field Office	Month	4	\$ 1,950.00	\$ 7,800.00
			\$ -	\$ -
Tool Shed	Month	4	\$ 87.00	\$ 348.00
Permits (City will not require permitting)	each		\$ -	\$ -
Temporary Toilets	Month	4	\$ 375.00	\$ 1,500.00
				\$ -
			\$ -	\$ -
			\$ -	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Dumpsters	each	4	\$ 750.00	\$ 3,000.00
Gas & Oil	Month	4	\$ 322.00	\$ 1,288.00
			\$ -	\$ -
Field Copies Plans & Specs	each	1	\$ 250.00	\$ 250.00
Procor	each	1	\$ 3,264.00	\$ 3,264.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			\$ -	\$ -
Project Sign	Each	1	\$ 1,500.00	\$ 1,500.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Site Operational Total Value

\$

27,998.00

Fritz Park Renovation Timeline Update 2023

Phase 1 is set to kick off the park renovation in 2023 with an early bid package, focusing on grading and tree relocations. The work area will be concentrated on the open space to the West of the pavilion, ensuring the park remains accessible. Tentative start dates for Phase 1 are December 18, 2023, through March 2024. Following seamlessly, Phase 2 will encompass the remaining park renovations and enhancements, creating a comprehensive transformation for the entire park.

Phase 1 key dates are listed in black

Phase 2 key dates are listed in red

July 6, 2023: City Council approved Resolution 2023-145, partnering with Burditt Consultants for architectural design services \$1,247,771 and opting for a Construction Manager-At-Risk (CMAR) approach. Council approved Resolution 2023-155 to preserve the ability to reimburse the Park Improvement Fund from any subsequent bond issuance for the renovation of Fritz Park.

July 20, 2023: Council approved Resolution No. R-2023-162 to seek a \$750,000 matching grant from the Texas Parks and Wildlife Department. We anticipate hearing back on the application in January 2024.

August 27, 2023: The Request for Qualifications (RFQ) advertisement notice appeared in the Taylor Press for the CMAR.

August 28, 2023: The RFQ advertisement was posted on Bidnet.

September 3, 2023: Second advertisement notice in Taylor Press.

September 7, 2023: CMAR candidates were invited to participate in optional site visits and a question-and-answer period with staff.

September 21, 2023: Burditt presented an update at the Council Work Session.

September 28, 2023: Staff conducted the evaluation of the request for qualifications, with 2 bids received. STR Constructors and MRI Builders.

September 28, 2023: Council approved Resolution No. R-2023-249 for the issuance of \$11 million in tax-supported General Obligation Bonds for park improvements to sell on 2 November

October 3, 2023: A panel comprising the CIP Manager, Interim Procurement Manager, and Director of Parks and Recreation reviewed the 2 qualification packets and selected STR Constructors who met the minimum qualifications to continue through the process. Note: MRI Builders did not meet minimum qualifications.

October 13, 2023: Panel interviewed STR Constructors and determined they were qualified to do the work and were best value for the City for a CMAR candidate.

November 2, 2023: Council authorized Ordinance No. O-2023-072 for the issuance of \$11M in bonds for Fritz Park and Resolution No. R-2023-296 was approved to award STR Constructors, LLC, Liberty Hill, Texas, as the Construction Manager at Risk and Resolution No. R-2023-286 awarded a \$33,000 pre-construction contract.

November 10, 2023: Burditt provided the City with 90% Construction Documents for Phase 1, primarily involving grading dirt and relocating trees.

November 13, 2023: STR Constructors to submit Plan applications to Development Services for Planning Review.

November 22, 2023: STR Constructors to provide a Guaranteed Maximum Price (GMP) for Phase 1.

November 27-29, 2023: CIP Engineer, Parks Director, Interim Purchasing Manager and City Attorney to confirm GMP and place on 7 December Council agenda for review.

November 29, 2023: Closing date for the \$11M bond issuance

January 4, 2024: City Council to consider award of GMP to STR Constructors for Phase 1.

January 5, 2024: If approved, the City will issue a Notice to Proceed and host a Pre-Construction meeting for Phase 1.

January 8, 2024: If approved, Phase 1 construction is set to commence at the site

this week.

January 2024: Expected to learn results of application for \$750,000 matching grant from the Texas Parks and Wildlife Department.

January 26, 2024: Phase 2 Design Documents are due to the City from Burditt Consultants.

May 3, 2024: Phase 2 Construction Documents are due to the City from Burditt Consultants.

May 27, 2024: CMAR to set the final GMP.

June 3, 2024: Phase 2 construction is scheduled to start.

Spring/Summer 2025: Expected Completion



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frost Insurance Austin 401 Congress Ave., #1400 Austin TX 78701	CONTACT NAME: Margery Hall PHONE (A/C, No, Ext): 361-580-9057 E-MAIL ADDRESS: jhall@frostinsurance.com FAX (A/C, No):
INSURED STR Constructors, LLC 15500 Hwy 29 West Liberty Hill TX 78642	INSURER(S) AFFORDING COVERAGE INSURER A: National Trust Insurance Company INSURER B: FCCI Insurance Company INSURER C: Monroe Guaranty Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1104567933**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:			CPP 100058290	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA 100058289	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			UMB 100058292	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WC0 100058291	7/1/2023	7/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement on primary and non-contributory basis when required by written contract.
The General Liability policy includes blanket automatic additional insured endorsements when there is a written contract between the named insured and certificate holder, executed prior to the occurrence of a loss, which requires such status. The endorsements' wording include both the Insured's ongoing and completed operations.
The General Liability, Auto Liability & Workers Compensaion policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract with the Named Insured and the certificate holder that requires such status.
Umbrella is follow-form subject to the terms and conditions to the policy.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Hutto 500 W. Live Oak Street Hutto TX 78634	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Frost Insurance Austin		NAMED INSURED STR Constructors, LLC 15500 Hwy 29 West Liberty Hill TX 78642	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

30 Day Notice of Cancellation applies.

Fritz Park Phase 1

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

STR Constructors, LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

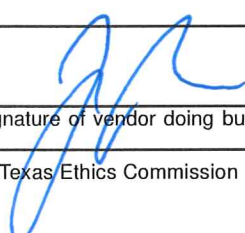
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

10/25/23
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Organization Name
House Bill 89 Verification

I, John Robinson (Person name), the undersigned
representative of STR Constructors, LLC (Company or Business name)

_____ (hereafter referred to as company) being
an adult over the age of eighteen (18) years of age, after being duly sworn by the
undersigned notary, do hereby depose and verify under oath that the company named-
above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

10/25/2023
DATE

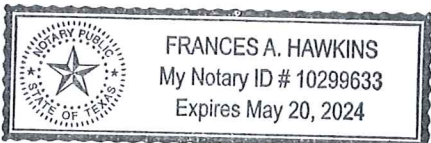
[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 25th day of October, 2023, personally appeared
John Robinson, the above-named person, who after
by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

[Signature: Frances A. Hawkins]
NOTARY SIGNATURE

10/25/2023
Date



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.**

STR Constructors, LLC
Liberty Hill, TX United States

Certificate Number:
2023-1106796

Date Filed:
12/22/2023

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.

000000
Construction Management / General Contracting

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Robinson, John	Liberty Hill, TX United States	X	
	Bolding, Gilber	Liberty Hill, TX United States		X

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

14.2.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2024-015 regarding contract amendment No. 1 by adding right of way acquisition support services to Freese and Nichols, Inc. Contract in the amount of \$43,872 for the CR 199 Reconstruction project (CIP T-19-2024) (Matt Rector)
Meeting: Thursday, January 18, 2024
Department: Engineering /
Staff Contact: Matt Rector

BACKGROUND INFORMATION:

On October 12, 2023 the City Council approved Resolution no. R-2023-237 for a contract with Freese and Nichols, Inc. to provide professional engineering services related to the CR 199 Reconstruction project. Freese and Nichols, Inc. was approved as one of the Fiscal Year 2024 Rotation List consultants for Transportation and Drainage Engineering professional services for the CR 199 Reconstruction project.

The project objective is to reconstruct a segment of CR 199 starting FM 1660 S and ending at CR 132 for a total length of approximately 1.07 miles. The project will upgrade the existing 2-lane rural section to the City's major collector street section as shown in the Hutto 2018 Mobility Master Plan, consisting of a 2-lane, urban section with turn lane/median, on-street parking and bicycle and pedestrian accommodations. The work to be performed under this work authorization by FREESE AND NICHOLS, INC. will consist primarily of the preparation of a Preliminary Geometric Layout, Plans, Specifications, and Estimate, as well as provide bidding and construction phase services.

The ENGINEER shall coordinate with the CITY's metes and bounds survey provider, whose services will be contracted separately with the CITY. From best available Williamson County Appraisal District data, the existing ROW width appears to be approximately 40', and the proposed local street section requires a width of 50'. Additionally, the first 1500' of existing CR 199 runs adjacent to Union Pacific Railroad Company ROW to the north, and the final 4000' of existing CR 199 runs adjacent to two, large undeveloped parcels to the east and north, with one of these two parcels anticipated to transfer the required ROW to the City via donation and plat, therefore any ROW acquisition is assumed to be from the seven (7) parcels to the south for the first 1500' and the one (1) parcel to the east and north for the final 4000', for a maximum assumed eight (8) parcels to be acquired for the purposes of scoping. Pre-acquisition services shall include eight (8) parcels and acquisition services shall include one (1) parcel to the east and north for the final 4000'.

The CITY will provide ROW acquisition support to acquire land needed for proposed improvements, including facilitating and attending meetings as needed/to supplement the ENGINEER only.

AGENDA ITEM REPORT

14.2.



SUMMARY OF REQUEST:

Approval of the resolution

STAFF REVIEW:

The purpose of this agenda item is to request an amendment to the original Individual Project Order with Freese and Nichols, Inc. to add right of way (ROW) acquisition services support concurrent as part of the design services. The Freese and Nichols team will include ROW acquisition support services including coordination for right of entry, title/curative services, title commitments, and coordination with up to eight parcels along the project limits.

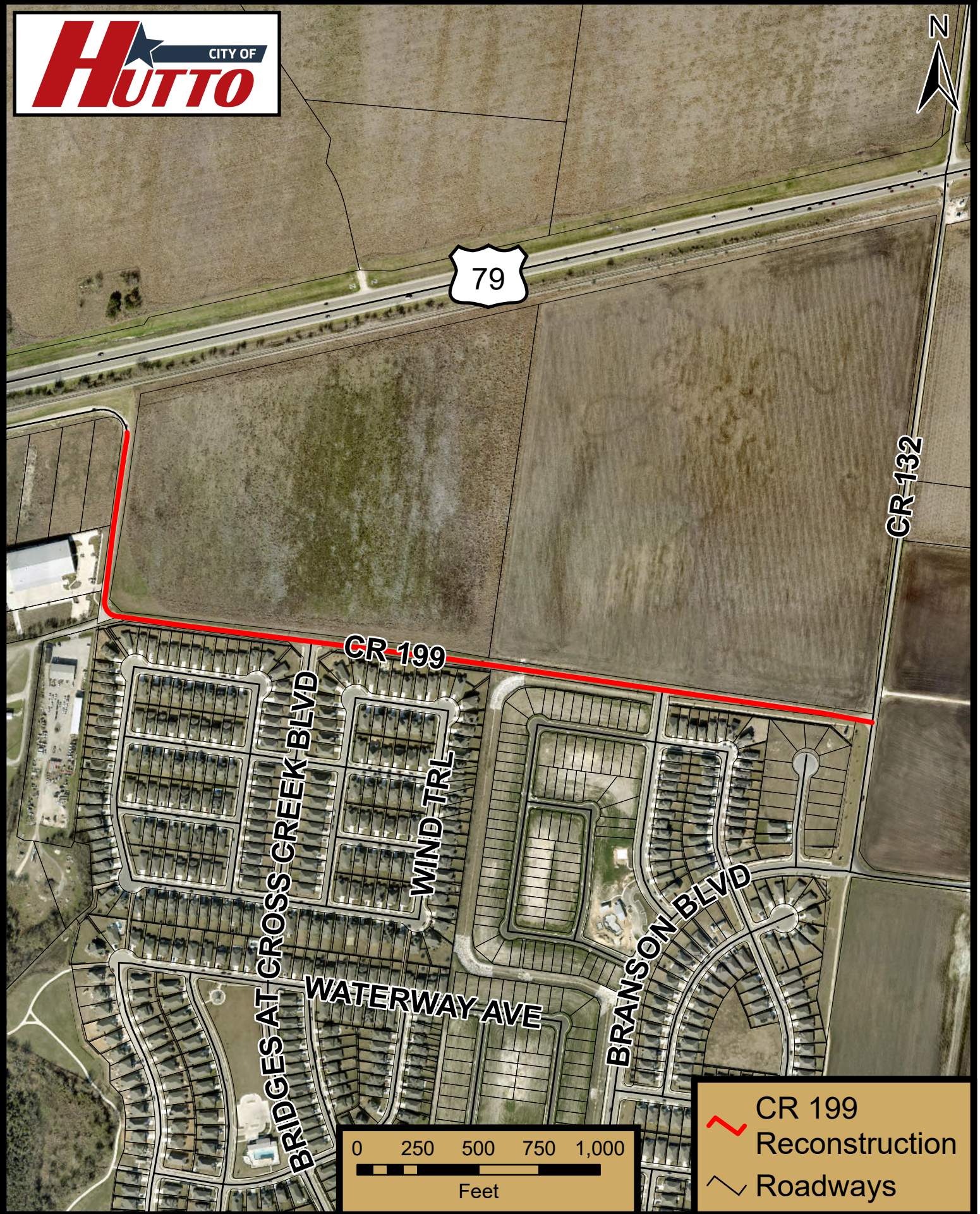
FISCAL NOTES:

Transportation Improvement Fund (42)
Account ID:42-040-060-6709
Account Description: Street and Drainage
Line Item Budgeted Amount: \$2,553,100
Subline(Project) Budgeted Amount : \$1,100,000
Subline(Project) Balance Available: \$62,359
Subline(Project) Amount Requested: \$43,872
Subline(Project) Remaining Balance: \$18,487

ATTACHMENTS:

1. CR_199_Reconstruction_Project
2. IPO_CR 199 Reconstruction Amend 1 - Proposal_ROW Services_7 Arrows
3. Resolution _CR 199 Reconstruction_FNI Amendment No. 1_FINAL_01.18.2024
4. Form 1295 Certificate 101149435 City of Hutto
5. CR 199 Reconstruction Amend 1 - House-Bill-89-Verification-Form

CR 199 Reconstruction Project



- CR 199 Reconstruction
- Roadways



TASK ORDER #23-005B-001 AMENDMENT NO. 1

Proposed TRANSPORTATION ROTATION LIST

In accordance with Agreement for On Demand Services Transportation Rotation List between the City of Hutto (Owner) and Vendor, the parties agree as follows:

1. Background Data
 - a. Effective Date of Task Order #23-005B-001 Amendment 1:
January 4, 2024
 - b. Owner: City of Hutto
 - c. Vendor: FREESE AND NICHOLS, INC

Specific Project (title): CR 199 Reconstruction

- 1) Scope of services for Amendment 1 will include the following field services:
 - a) ROW services

2. Fee: NTE \$43,872

3. Deadline: This form is to be signed along with any supplementary materials and must be submitted to Matt Rector, City Engineer via email by **1-5-24**, at 12PM CST.

Point of Contact
Matt Rector
City Engineer
Matt.Rector@HuttoTX.gov
512-759-4025

Any questions must be In writing and responses will be provided within 24 hours and shared with other On Demand firms under contract with the City.

Vendor agrees to provide the services within this Task Order and Vendor is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order #23-005B-001 is January 4, 2024.

CITY OF HUTTO

FREESE AND NICHOLS, INC.

By:

By: *Andrea Bryant*

12/8/2023

Print Name:

Print Name: Andrea Bryant

Title: _____ Title: Associate

EXHIBIT A

SERVICES TO BE PROVIDED BY THE CITY

The **CITY OF HUTTO** ("CITY") is proposing to reconstruct a segment of CR 199 starting FM 1660 S and ending at CR 132 for a total length of approximately 1.07 miles. The project will upgrade the existing 2-lane rural, section to the City's major collector street section as shown in the Hutto 2018 Mobility Master Plan, consisting of a 2-lane, urban section with turn lane/median, on-street parking and bicycle and pedestrian accommodations. The work to be performed under this work authorization by **FREESE AND NICHOLS, INC.** ("ENGINEER") will consist primarily of the preparation of a Preliminary Geometric Layout, Plans, Specifications, and Estimate ("PS&E").

Amendment to the original task order is indicated below. All other items in the original task order not identified below will remain unchanged.

The CITY will provide the following items/information for the ENGINEER under this agreement:

130 - ROW DATA

1. The CITY will provide ROW acquisition support to acquire land needed for proposed improvements, including facilitating and attending meetings as needed/to supplement the ENGINEER only.

EXHIBIT B

SERVICES TO BE PROVIDED BY ENGINEER

The **CITY OF HUTTO** (“CITY”) is proposing to reconstruct a segment of CR 199 starting FM 1660 S and ending at CR 132 for a total length of approximately 1.07 miles. The project will upgrade the existing 2-lane rural, section to the City’s major collector street section as shown in the Hutto 2018 Mobility Master Plan, consisting of a 2-lane, urban section with turn lane/median, on-street parking and bicycle and pedestrian accommodations. The work to be performed under this work authorization by **FREESE AND NICHOLS, INC.** (“ENGINEER”) will consist primarily of the preparation of a Preliminary Geometric Layout, Plans, Specifications, and Estimate (“PS&E”).

Amendment to the original task order is indicated below. All other items in the original task order not identified below will remain unchanged.

The ENGINEER will provide the following items/information for the CITY under this agreement:

130 – ROW DATA

The ENGINEER shall provide ROW Pre-acquisition and Acquisition services as outlined below.

The ENGINEER shall coordinate with the CITY’s metes and bounds survey provider, whose services will be contracted separately with the CITY.

From best available Williamson County Appraisal District data, the existing ROW width appears to be approximately 40’, and the proposed local street section requires a width of 50’. Additionally, the first 1500’ of existing CR 199 runs adjacent to Union Pacific Railroad Company ROW to the north, and the final 4000’ of existing CR 199 runs adjacent to two, large undeveloped parcels to the east and north, with one of these two parcels anticipated to transfer the required ROW to the City via donation and plat, therefore any ROW acquisition is assumed to be from the seven (7) parcels to the south for the first 1500’ and the one (1) parcel to the east and north for the final 4000’, for a maximum assumed eight (8) parcels to be acquired for the purposes of scoping.

Pre-acquisition services shall include eight (8) parcels and acquisition services shall include one (1) parcel to the east and north for the final 4000’.

Subtasks 130.1 – 130.6 to remain unchanged from original proposal.

130.7 ROW SERVICES

- Pre-acquisition Services for up to eight (8) parcels
 - a) The ENGINEER shall provide the following general pre-acquisition services:
 1. Confirm ownership and easement information
 2. Attendance of public information meetings, project design meetings, route development field visits by land manager.

- b) The ENGINEER shall complete the following title/curative services:
 - 3. Review preliminary title commitment for properties where permanent easements are to be obtained or preliminary title search information for properties where temporary easements are to be obtained.
 - 4. Secure title commitments and updates in accordance with insurance rules and requirements for parcel payment submissions for properties which will be acquired in fee simple and for permanent easements.
 - 5. Secure title insurance for all permanent easements. Cure all exceptions on Schedule C, when applicable. Written approval by the City of Hutto will be required for any exceptions to coverage.
- c) The ENGINEER shall provide the following additional Right of Entry (ROE) services:
 - 1. Prepare ROE packets to include Landowner Bill of Rights, maps and paperwork to be executed.
 - 2. The agent will initiate and participate in landowner meetings for ROE documents.
 - 3. Upload ROE executed documents to central location for access by City, its agents and employees.
- d) The ENGINEER shall provide the following Project/Document Administration services:
 - 1. Maintain current status reports of all parcel and project activities and provide monthly or as requested to the City.
 - 2. Participate in project review meetings as requested.
 - 3. Provide copies of all incoming and outgoing correspondence as generated if requested.
 - 4. Maintain copies of all correspondence and contacts with property owners.
 - 5. Update database with current status information and documentation.
- Acquisition Services for up to one (1) parcel
 - a) The ENGINEER shall provide the following Appraisal Review services:
 - 1. Coordination of necessary documents for appraisal will be provided by 7Arrows staff (title, metes and bounds, conveyance documents).
 - 2. All completed appraisals will be administratively reviewed and sent to the City of Hutto for approval.
 - b) The ENGINEER shall provide the following Negotiation services:
 - 1. Prepare the initial offer letter and any other documents required or requested by the City of Hutto in an acceptable form.
 - 2. Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
 - 3. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer for permanent easements.
 - 4. Provide a compensation summary to the property owner or authorized representative at the time of the offer for temporary easements.
 - 5. Respond to property owner inquiries verbally and/or in writing within two business days.

6. Prepare a separate negotiator contact report for each parcel file for each contact.
 7. Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement.
 8. Present counteroffers in a form as directed by the City. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.
 9. Prepare Final Offer letter, as necessary. Appraisals will be done by the City's chosen appraiser for Temporary Construction Easements prior to Final Offer letters.
- c) The ENGINEER shall provide the following Acquisition/Closing services:
1. Prepare check request, review closing documents facilitate execution of all necessary documents. Attend closings and provide closing services in conjunction with Title Company for all permanent easements.
 2. Transport any documents to City and landowner for signatures for all temporary easements.
 3. Record or cause to be recorded all original instruments immediately after closing at the respective County Clerk's Office.
 4. Review Title Policy and give to City for permanent storage.
- d) The ENGINEER will not provide Condemnation Support services.

DELIVERABLES

Deliverables previously identified will remain unchanged from original proposal.

- ROE letters for up to eight (8) parcels
- Monthly status report for up to eight (8) parcels
- Initial offer letters for up to one (1) parcel
- Final offer letters for up to one (1) parcel

CR 199 Reconstruction- Amendment 1 12/1/2023 Detailed Cost Breakdown				Project Fee Summary	
				Basic Services	43,872
				Special Services	-
				Total Project	43,872

Tasks			Labor		
Phase	Task	Task Description	Andrea Bryant	Total Hours	Total Labor Effort
			Project Manager/ Roadway PE		
			\$234		
		130 - ROW DATA			\$ -
01	130.7	ROW SERVICES	8	8	\$ 1,872
					\$ -
Total Hours / Quantity			8	8	
Total Effort			\$ 1,872		\$ 1,872

CR 199 Reconstruction- Amendment 1 12/1/2023 Detailed Cost Breakdown			Project Fee Summary	
			Basic Services	43,872
			Special Services	-
			Total Project	43,872

Tasks					Total
Phase	Task	Task Description	7 Arrows Land Staff	Total Sub Effort	Total Effort
		130 - ROW DATA		\$ -	\$ -
01	130.7	ROW SERVICES	42,000	\$ 42,000	\$ 43,872
				\$ -	\$ -
Total Hours / Quantity			\$ 42,000		
Total Effort			\$ 42,000	\$ 42,000	\$ 43,872



**City of Hutto
CR 199
Scope of Work**

PROJECT SCOPE: 7Arrows Land Staff, LLC (7Arrows) shall provide a land services to support City in execution of the Hutto CR 199 Project. Services shall include obtaining rights of entry, title research and procurement, appraisals, presenting of offers, negotiation and closing Temporary Construction and Permanent Easements. 7Arrow's services may also include assistance with open houses or similar meetings with the public, presentations to all approval authorities, and other real estate and property work that may be needed from time to time to support the timely execution of the project.

BASIC SERVICES: 7Arrows shall render the following professional services in connection with the development of the Hutto CR 199 Project.

A. Right of Way/Property Acquisition Services

1. Pre-Acquisition Services

- a) Confirm ownership and easement information.
- b) Attendance of public information meetings, project design meetings, route development field visits by land manager.

2. Title/Curative Services

- a) Review preliminary title commitment for properties where permanent easements are to be obtained or preliminary title search information for properties where temporary easements are to be obtained.
- b) Secure title commitments and updates in accordance with insurance rules and requirements for parcel payment submissions for properties which will be acquired in fee simple and for permanent easements.
- c) Secure title insurance for all permanents easements. Cure all exceptions on Schedule C, when applicable. Written approval by the City of Hutto will be required for any exceptions to coverage.

3. Right of Entry

- a) Prepare Right of Entry packets to include Landowner Bill of Rights, maps and paperwork to be executed.
- b) The agent will initiate and participate in landowner meetings for ROE documents.
- c) Upload Right of Entry executed documents to central location for access by City, its agents and employees.



4. Appraisal Review Services

- a) Coordination of necessary documents for appraisal will be provided by 7Arrows staff (title, metes and bounds, conveyance documents)
- b) All completed appraisals will be administratively reviewed and sent to the City of Hutto for approval.

5. Negotiation Services

- a) Prepare the initial offer letter and any other documents required or requested by the City of Hutto in an acceptable form.
- b) Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- c) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer for permanent easements.
- d) Provide a compensation summary to the property owner or authorized representative at the time of the offer for temporary easements.
- e) Respond to property owner inquiries verbally and/or in writing within two business days.
- f) Prepare a separate negotiator contact report for each parcel file for each contact.
- g) Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement.
- h) Present counteroffers in a form as directed by the City. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.
- i) Prepare Final Offer letter, as necessary. Appraisals will be done by the City's chosen appraiser for Temporary Construction Easements prior to Final Offer letters.

5. Acquisition/Closing Services

- a) Prepare check request, review closing documents facilitate execution of all necessary documents. Attend closings and provide closing services in conjunction with Title Company for all permanent easements.
- b) Transport any documents to City and landowner for signatures for all temporary easements.
- c) Record or cause to be recorded all original instruments immediately after closing at the respective County Clerk's Office.
- d) Review Title Policy and give to City for permanent storage.



6. Project/Document Administration

- a) Maintain current status reports of all parcel and project activities and provide monthly or as requested to the City.
- b) Participate in project review meetings as requested.
- c) Provide copies of all incoming and outgoing correspondence as generated if requested.
- d) Maintain copies of all correspondence and contacts with property owners.
- e) Update database with current status information and documentation.

7. Condemnation Support*

- a) Upon receipt of a copy of the final offer, research and produce an updated "Condemnation Limited Title Report" (search parameters set by City and/or outside legal counsel).
- b) Prepare a condemnation package as directed by the City and deliver the package to the City's designee or legal counsel.
- c) Upon notification from the City request the update of appraisal.
- d) Appear as Expert Witness as requested.

*Not contemplated in the scope and fee of this proposal



City of Hutto County Road 199 Project

FY2024 FEE SCHEDULE	
Service Item	Per Parcel Fixed Fee
PRE-ACQUISITION SERVICES:	
Title & Title Curative	\$1,000.00
Right of Entry	\$1,000.00
Administrative Fee	\$1,250.00
Price Per Parcel	\$3,250.00
ACQUISITION SERVICES:	
Appraisal Review	\$1,000.00
Permanent/Temporary Easement Negotiations	\$2,500.00
Closing Services	\$2,500.00
Price Per Parcel	\$6,000.00
Pre-Acquisition Services for 8 Parcels	\$26,000.00
Acquisition Services for 1 Parcel	\$ 6,000.00
Project Management - 50 hours	\$10,000.00
ESTIMATED ROW COST	\$42,000.00
<i>Project Manager Hourly Rate</i>	<i>\$200.00</i>
• 7Arrows will only charge for services performed • Condemnation Support not contemplated in this fee schedule	

Submitted by: Nicole Costanza
Date: December 8, 2023

ID	Task Name	Duration	Start	Finish	Resource Names	% Complete	Qtr 4, 2023				Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025			
							Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan			
1	CR 199 Reconstruction Schedule	433 days	Tue 10/31/23	Mon 8/18/25		0%																				
2	NTP	0 days	Tue 10/31/23	Tue 10/31/23	FNI(1146),Braun,CFA,SAM	100%																				
3	Project setup & subconsultant agreements	10 days	Tue 10/31/23	Mon 11/13/23	FNI,Gram	50%																				
4	Survey	45 days	Tue 11/14/23	Tue 2/6/24		0%																				
5	Exist ROW Mapping	10 days	Tue 11/14/23	Mon 12/4/23	SAM	0%																				
6	Topographic Survey Mapping	40 days	Tue 11/14/23	Tue 1/30/24	SAM	0%																				
7	Exist ROW Review	4 days	Tue 12/5/23	Fri 12/8/23	FNI(1146)	0%																				
8	Survey review	5 days	Wed 1/31/24	Tue 2/6/24	FNI(1146)	0%																				
9	Preliminary Design (Aerial & Surveyed Exist ROW)	29 days	Tue 11/14/23	Mon 1/15/24		0%																				
10	Collect Aerial Imagery	5 days	Tue 11/14/23	Mon 11/27/23	FNI(142)	0%																				
11	Determine conctect-appropriate typical sections, production	14 days	Tue 11/14/23	Fri 12/8/23	FNI(1146)	0%																				
12	Preliminary roadway geometry, detention location development	15 days	Mon 12/11/23	Mon 1/15/24	FNI(1146)	0%																				
13	Meet with City to review geometry and prop ROW/util easements	0 days	Mon 1/15/24	Mon 1/15/24	FNI(1146),City,7 Arrows	0%																				
14	Preliminary ROW/Util Esmt Exhibits	30 days	Tue 1/9/24	Mon 2/19/24		0%																				
15	Exhibit prep	10 days	Tue 1/9/24	Mon 1/22/24	FNI(1146)	0%																				
16	City/7 Arrows Exhibit + ROE Letter review	5 days	Tue 1/23/24	Mon 1/29/24	7 Arrows,City	0%																				
17	Property Owner Meetings	15 days	Tue 1/30/24	Mon 2/19/24	7 Arrows	0%																				
18	SUE QL C/D	35 days	Tue 11/14/23	Tue 1/23/24		0%																				
19	QL C/D	30 days	Tue 11/14/23	Tue 1/16/24	CFA(SUE)	0%																				
20	SUE review	5 days	Wed 1/17/24	Tue 1/23/24	FNI(1146)	0%																				
21	Preliminary Utility Coordination	40 days	Tue 11/14/23	Tue 1/30/24		0%																				
22	Notify OH of project	10 days	Tue 11/14/23	Mon 12/4/23	CFA(UC)	0%																				
23	Provide OH KMZ with prelim geometry, prop ROW, and util easements	1 day	Tue 1/16/24	Tue 1/16/24	FNI(1146)	0%																				
24	Meet with OH to present KMZ	10 days	Wed 1/17/24	Tue 1/30/24	CFA(UC)	0%																				
25	Geotechnical	82 days	Tue 11/14/23	Thu 3/28/24		0%																				
26	Boring Layout Development	5 days	Tue 11/14/23	Mon 11/27/23	FNI(1146),Braun	0%																				
27	Mobilization	5 days	Tue 11/28/23	Mon 12/4/23	Braun	0%																				
28	Field work	10 days	Tue 12/5/23	Tue 1/2/24	Braun	0%																				
29	Boring log development	10 days	Wed 1/3/24	Tue 1/16/24	Braun	0%																				
30	Laboratory testing	10 days	Wed 1/3/24	Tue 1/16/24	Braun	0%																				
31	Draft geotech report development	10 days	Wed 1/17/24	Tue 1/30/24	Braun	0%																				
32	Final geotech report development	5 days	Fri 3/22/24	Thu 3/28/24	Braun	0%																				
33	Traffic Analysis	82 days	Tue 11/14/23	Thu 3/28/24		0%																				
34	Traffic counts field work	10 days	Tue 11/14/23	Mon 12/4/23	Gram	0%																				
35	Intersection analysis	45 days	Tue 12/5/23	Tue 2/20/24	FNI(1141)	0%																				
36	Draft traffic memo development (submitted w/ 30% Draft GLO)	10 days	Wed 2/21/24	Tue 3/5/24	FNI(1141)	0%																				
37	Final traffic memo development (submitted w/ 30% Final GLO)	5 days	Fri 3/22/24	Thu 3/28/24	FNI(1141)	0%																				
38	Environmental	82 days	Tue 11/14/23	Thu 3/28/24		0%																				
39	Desktop review	20 days	Tue 11/14/23	Tue 1/2/24	FNI(1171)	0%																				
40	Field work/WOTUS delineation	10 days	Wed 1/3/24	Tue 1/16/24	FNI(1171)	0%																				

ID	Task Name	Duration	Start	Finish	Resource Names	% Complete	Timeline																		
							Sep	Qtr 4, 2023	Oct	Nov	Dec	Qtr 1, 2024	Jan	Feb	Mar	Qtr 2, 2024	Apr	May	Jun	Qtr 3, 2024	Jul	Aug	Sep	Qtr 4, 2024	Oct
41	Draft Tech memo development (submitted w/ 30% Draft GLO)	15 days	Wed 1/17/24	Tue 2/6/24	FNI(1171)	0%																			
42	Final Tech memo development (submitted w/ 30% Final GLO)	5 days	Fri 3/22/24	Thu 3/28/24	FNI(1171)	0%																			
43	Draft Phase 1 ESA development (submitted w/ 30% Draft GLO)	15 days	Wed 1/17/24	Tue 2/6/24	FNI(1171)	0%																			
44	Final Phase 1 ESA development (submitted w/ 30% Final GLO)	5 days	Fri 3/22/24	Thu 3/28/24	FNI(1171)	0%																			
45	THC letter	5 days	Wed 1/17/24	Tue 1/23/24	FNI(1171)	0%																			
46	THC letter review (by THC)	20 days	Wed 2/7/24	Tue 3/5/24	THC	0%																			
47	30% Geometric Layout	102 days	Tue 11/14/23	Thu 4/25/24		0%																			
48	Roadway Geometry Refinement	10 days	Wed 2/7/24	Tue 2/20/24	FNI(1146)	0%																			
49	30% Geometric Layout Production	12 days	Wed 2/7/24	Thu 2/22/24	FNI(1146)	0%																			
50	Existing Conditions H&H Modeling	30 days	Tue 11/14/23	Tue 1/16/24	FNI(1149)	0%																			
51	Proposed Conditions H&H Modeling, Prelim Detention & Cross Culvert Design, Draft Preliminary Drainage Tech Memo Development	10 days	Tue 1/16/24	Mon 1/29/24	FNI(1149)	0%																			
52	30% Draft Geometric Layout Submittal QC	10 days	Fri 2/23/24	Thu 3/7/24	FNI(1146),FNI(1149),FNI(1171)	0%																			
53	Submit 30% Draft Geometric Layout to City (Incl. Draft Env Tech Memo, Draft Phase 1 ESA, Draft Preliminary Drainage Tech Memo, Draft Traffic Memo)	0 days	Thu 3/7/24	Thu 3/7/24	FNI(1146)	0%																			
54	Draft Geometric Layout Review (by City)	10 days	Fri 3/8/24	Thu 3/21/24	City	0%																			
55	Draft Geometric Layout Review Meeting	0 days	Thu 3/21/24	Thu 3/21/24	City,FNI(1146)	0%																			
56	Address City Comments/Refine 30% Draft Geometric Layout, Develop Prelim Storm Storm	20 days	Fri 3/22/24	Thu 4/18/24	FNI(1146),FNI(1149),FNI(1171)	0%																			
57	Submit 30% Final Geometric Layout to City (Incl. Final Geotech Report, Final Env Tech Memo, Final Phase 1 ESA, Final Preliminary Drainage Tech Memo, Final Traffic Memo)	0 days	Thu 4/18/24	Thu 4/18/24	FNI(1146)	0%																			
58	Final Geometric Layout Review & Acceptance (by City)	5 days	Fri 4/19/24	Thu 4/25/24	City	0%																			
59	Public Meeting	57 days	Fri 3/1/24	Mon 5/20/24		0%																			
60	Reserve Public Meeting space	10 days	Fri 3/1/24	Thu 3/14/24	City	0%																			
61	Advertise for Public Meeting	20 days	Fri 3/15/24	Thu 4/11/24	City	0%																			
62	Prepare public meeting exhibits	10 days	Fri 4/12/24	Thu 4/25/24	FNI(1146),FNI(1155)	0%																			
63	Review public meeting exhibits	5 days	Fri 4/26/24	Thu 5/2/24	City	0%																			
64	Revise public meeting exhibits	5 days	Fri 5/3/24	Thu 5/9/24	FNI(1146),FNI(1155)	0%																			
65	Print public meeting materials	7 days	Fri 5/10/24	Mon 5/20/24	FNI(1146)	0%																			
66	Public Meeting	0 days	Mon 5/20/24	Mon 5/20/24	FNI(1146),City	0%																			
67	SUE QL A Potholes	35 days	Fri 4/26/24	Fri 6/14/24		0%																			
68	Identify Desired Pothole Locations	5 days	Fri 4/26/24	Thu 5/2/24	FNI(1146)	0%																			
69	Pothole Field & Office Work	30 days	Fri 5/3/24	Fri 6/14/24	CFA(SUE)	0%																			
70	Test Hole Layouts & CADD Files Due to FNI	0 days	Fri 6/14/24	Fri 6/14/24	CFA(SUE)	0%																			
71	Final Utility Coordination	113 days	Fri 4/19/24	Mon 9/30/24		0%																			
72	Identify utility companies and establish communication/schedule meetings	10 days	Fri 4/19/24	Thu 5/2/24	CFA(UC)	0%																			
73	Utility Coordination Meetings	108 days	Fri 4/26/24	Mon 9/30/24	CFA(UC)	0%																			
74	Relocation Design - 2 Eastern Parcels	30 days	Fri 4/26/24	Fri 6/7/24	Utility Companies	0%																			

Project: CR 199 Reconstruction

Date: 12/1/2023

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

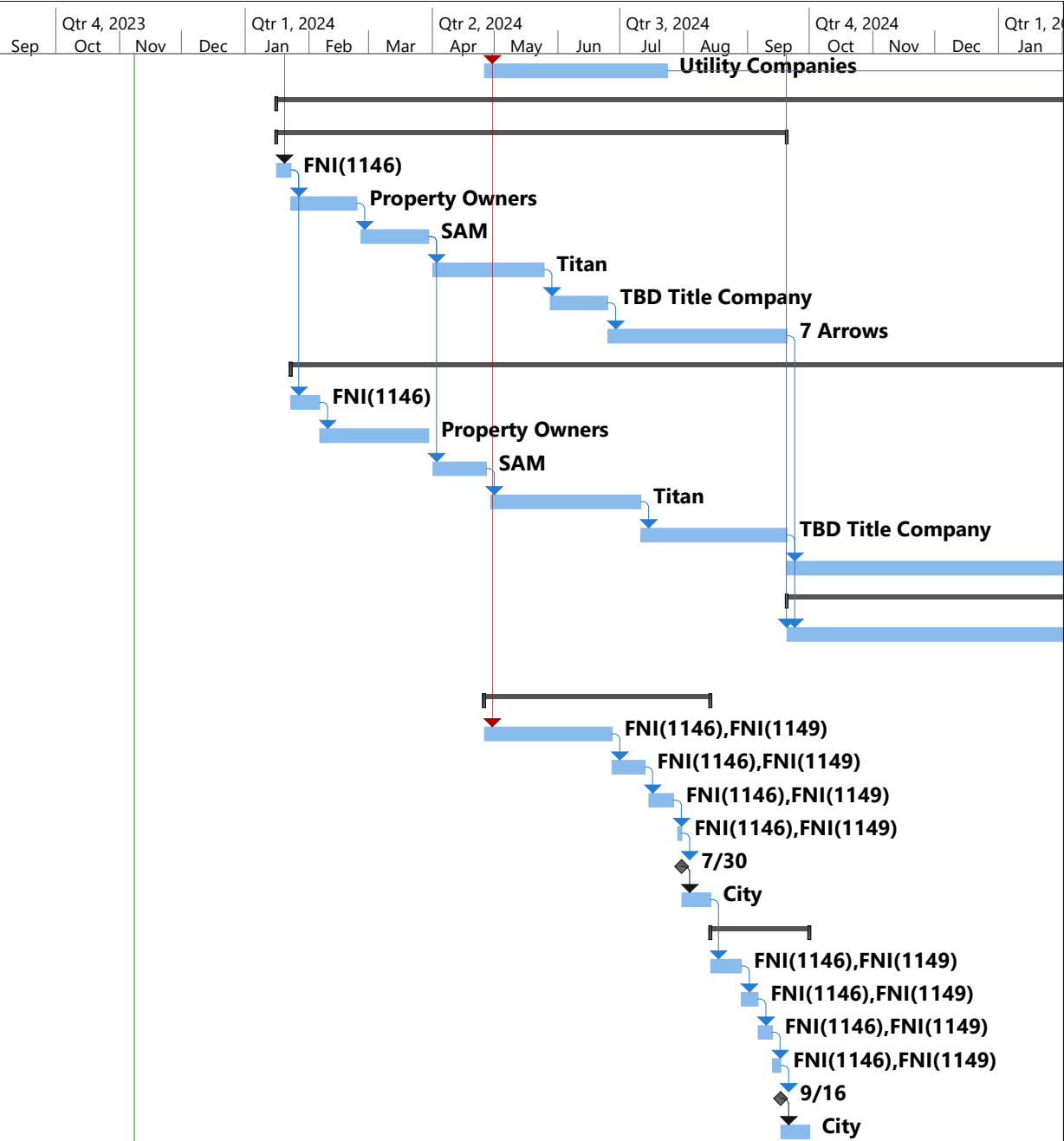
Progress

Manual Progress

Page 2 of 3

Page 200 of 250

ID	Task Name	Duration	Start	Finish	Resource Names	% Complete																								
							Sep	Qtr 4, 2023				Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024				Qtr 1, 2025					
75	Relocation Design - 7 Western Parcels	60 days	Fri 4/26/24	Tue 7/23/24	Utility Companies	0%																								
76	ROW Acquisition	394 days	Tue 1/16/24	Mon 8/18/25		0%																								
77	2 Eastern Parcels	174 days	Tue 1/16/24	Thu 9/19/24		0%																								
78	ROE Letter Prep	5 days	Tue 1/16/24	Mon 1/22/24	FNI(1146)	0%																								
79	ROE Execution	24 days	Tue 1/23/24	Fri 2/23/24	Property Owners	0%																								
80	Metes and Bounds Survey	25 days	Mon 2/26/24	Fri 3/29/24	SAM	0%																								
81	Appraisal	40 days	Mon 4/1/24	Fri 5/24/24	Titan	0%																								
82	Title Research	20 days	Tue 5/28/24	Mon 6/24/24	TBD Title Company	0%																								
83	ROW Acquisition	60 days	Tue 6/25/24	Thu 9/19/24	7 Arrows	0%																								
84	7 Western Parcels	269 days	Tue 1/23/24	Thu 2/27/25		0%																								
85	ROE Letter Prep	10 days	Tue 1/23/24	Mon 2/5/24	FNI(1146)	0%																								
86	ROE Execution	39 days	Tue 2/6/24	Fri 3/29/24	Property Owners	0%																								
87	Metes and Bounds Survey	20 days	Mon 4/1/24	Fri 4/26/24	SAM	0%																								
88	Appraisal	50 days	Mon 4/29/24	Wed 7/10/24	Titan	0%																								
89	Title Research	50 days	Thu 7/11/24	Thu 9/19/24	TBD Title Company	0%																								
90	ROW Acquisition	100 days	Fri 9/20/24	Thu 2/27/25	7 Arrows	0%																								
91	Utility Relocation	220 days	Fri 9/20/24	Mon 8/18/25		0%																								
92	2 Eastern Parcels	120 days	Fri 9/20/24	Thu 3/27/25	Utility Companies	0%																								
93	7 Western Parcels	120 days	Fri 2/28/25	Mon 8/18/25	Utility Companies	0%																								
94	90% Submittal Development	75 days	Fri 4/26/24	Tue 8/13/24		0%																								
95	90% Plans & Manual Development	43 days	Fri 4/26/24	Wed 6/26/24	FNI(1146),FNI(1149)	0%																								
96	90% QC Review	10 days	Thu 6/27/24	Fri 7/12/24	FNI(1146),FNI(1149)	0%																								
97	90% Address QC Comments	10 days	Mon 7/15/24	Fri 7/26/24	FNI(1146),FNI(1149)	0%																								
98	90% Verify Comments & Compile Set	2 days	Mon 7/29/24	Tue 7/30/24	FNI(1146),FNI(1149)	0%																								
99	90% due to City	0 days	Tue 7/30/24	Tue 7/30/24	FNI(1146),FNI(1149)	0%																								
100	90% City Review	10 days	Wed 7/31/24	Tue 8/13/24	City	0%																								
101	100% Submittal Development	33 days	Wed 8/14/24	Mon 9/30/24		0%																								
102	100% Plans & Manual Development	11 days	Wed 8/14/24	Wed 8/28/24	FNI(1146),FNI(1149)	0%																								
103	100% QC Review	5 days	Thu 8/29/24	Thu 9/5/24	FNI(1146),FNI(1149)	0%																								
104	100% Address QC Comments	5 days	Fri 9/6/24	Thu 9/12/24	FNI(1146),FNI(1149)	0%																								
105	100% Verify Comments & Compile Set	2 days	Fri 9/13/24	Mon 9/16/24	FNI(1146),FNI(1149)	0%																								
106	100% due to City	0 days	Mon 9/16/24	Mon 9/16/24	FNI(1146),FNI(1149)	0%																								
107	100% City Review	10 days	Tue 9/17/24	Mon 9/30/24	City	0%																								
108	Earliest Begin Construction Date (w/ Man Plan to Construct Eastern Portion First)	0 days	Thu 3/27/25	Thu 3/27/25	Contractor	0%																								



Project: CR 199 Reconstruction
Date: 12/1/2023

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

RESOLUTION NO. R-2024-015

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE INDIVIDUAL PROJECT ORDER (IPO) 2023, AMENDMENT NO. 1 FOR PROJECT T19-2024 TO THE MASTER AGREEMENT WITH FREESE AND NICHOLS, INC. RELATED TO THE CR 199 RECONSTRUCTION PROJECT; PROVIDING PROPER NOTICE AND MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Individual Project Order 2023, Amendment No. 1 with Freese and Nichols, Inc. relates to Project T19-2023 for the CR 199 Reconstruction Project; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Individual Project Order 2023, Amendment No. 1 to the Master Agreement for Continuing Professional Services executed on October 12, 2023, 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 City Manager to execute the amendment to Individual Project Order 2023, attached as **Exhibit A**, a copy of same being attached hereto and incorporated herein for all intents and 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.

Section 4. This Resolution shall take effect immediately upon its passage.

RESOLVED this 18th day of January, 2024.

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Freese and Nichols, Inc.
Fort Worth, TX United States

Certificate Number:
2024-1111553

Date Filed:
01/12/2024

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.

TO #23-005B-001 Amd 1
Transportation Rotation List - CR 199 Reconstruction

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Wolfhope, John	Austin, TX United States	X	
	Reedy, Mike	Houston, TX United States	X	
	Payne, Jeff	Fort Worth, TX United States	X	
	Johnson, Kevin	Dallas, TX United States	X	
	Hatley, Tricia	Oklahoma City, OK United States	X	
	Greer, Alan	Fort Worth, TX United States	X	
	Archer, Charles	Raleigh, NC United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Pence, Bob	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Stephanie Stephenson, and my date of birth is July 19, 1977.

My address is 801 Cherry Street, Suite 2800, Fort Worth, TX, 76102, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 12 day of January, 20 23.
(month) (year)

Stephanie Stephenson

Signature of authorized agent of contracting business entity
(Declarant)

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

=====

I, (authorized official) Andrea Bryant, do hereby verify the truthfulness of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Freese and Nichols, Inc.

Company Name

Andrea Bryant

Signature of Authorized Official

Associate

1/11/2024

Title of Authorized Official

Date

AGENDA ITEM REPORT

14.3.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2024-019 amending the Municipal Maintenance Agreement between the City of Hutto and the Texas Department of Transportation (Matt Rector)
Meeting: Thursday, January 18, 2024
Department: Engineering /
Staff Contact: Matt Rector

BACKGROUND INFORMATION:

According to the Texas Transportation Code, jurisdiction of highways, streets, or roads within an incorporated city rests with the governing body of the incorporated city except on those declared as controlled access highways by the Texas Transportation Commission. In accordance with Minute Order 58588 dated October 28, 1966, it is necessary to enter into an agreement with each incorporated city for the authority to construct, reconstruct, maintain, control, supervise, and regulate the designated highways within the city's limits and establish the responsibilities of the Department of Transportation (TxDOT) and the city.

A Municipal Maintenance Agreement (MMA) should be executed in every incorporated city within the state that is crossed by a state road.

TxDOT requires that approximately every two years, and after census results are released, the MMA be reviewed and updates be made to the exhibits to reflect the addition of new routes, revised routes, abandoned routes, and changes to city limits.

The MMA between TxDOT and Hutto was last updated in 2006. In an effort to require cities to update the MMA, TxDOT is now making it a requirement as part of any Advanced Funding Agreements (AFAs) that an updated MMA be on file. This update would bring Hutto into full compliance by updating the MMA from the 1999 version to reflect all the changes that have happened in the city since that time.

Changes from the 2006 to 2024 MMA are:

1. Adding/updating exhibits showing the city limits and the controlled access roadways.
2. Adding specific language that allows the city the right (not responsibility) to do maintenance along SH 130, US 79, and FM 1660 if City Council desires.

There are no cost implications because of this update unless City Council determines to have additional maintenance performed in the state's Rights-of-way.

AGENDA ITEM REPORT

14.3.



Per the agreement documents the population is based on the most recent census.

SUMMARY OF REQUEST:

Approval of the agreement and the resolution

STAFF REVIEW:

FISCAL NOTES:

No known fiscal impact.

ATTACHMENTS:

1. 20240105 MMA & Resolution
2. 1999 Hutto MMA



MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement ("Agreement") is made this 18th day of January 2024, by and between the State of Texas through the Texas Department of Transportation ("State"), and the City of Hutto (population 28,091, 2020, latest Federal Census) acting by and through its duly authorized officers ("City").

RECITALS

A. Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

B. Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

C. The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and

D. The City has requested the State to assist in the maintenance and operation of State highways within the City as described herein. The Municipal Ordinance or Resolution authorizing the undersigned City Official to execute this Agreement on behalf of the City is attached as **Exhibit C**.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

ARTICLE I. COVERAGE

1. State assumption of maintenance and operations described in this Agreement shall be effective on the date of execution of this agreement by the Texas Department of Transportation.
2. In this Agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

3. This Agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described as “State Maintained and Operated” highways in the document attached and incorporated as **Exhibit A**.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission, or are maintained and operated, as Controlled Access Highways and which are described in the document attached and incorporated as **Exhibit B**.
4. In the event that the present system of State highways within the City is changed by cancellation, modified routing, new routes, or a change to City boundaries, the State shall terminate maintenance and operation and this Agreement shall become null and void on those portions of the highways which are no longer on the State Highway System; and this Agreement shall apply to the new highways on the State Highway System within the City; and they shall be classified as “State Maintained and Operated” under paragraph 3 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
5. Exhibits that are a part of this Agreement may be changed with both parties’ written concurrence. Additional exhibits may also be added with both parties’ written concurrence. The Parties shall periodically update any exhibits to reflect changes to the State Highway System under paragraph 3. Paragraph 4 shall apply to changes to the State Highway System regardless of whether an exhibit has been updated under this Paragraph.
6. The terms of the Agreement apply to a State Highway described by paragraphs 2-4 of this Article, unless provided otherwise in a specific project agreement.

ARTICLE II. GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, shall be established only after traffic and engineering studies have been completed by the State or City, as applicable and in accordance with 43 Tex. Admin. Code Ch. 25, Subch. B, and approved by the State.
5. The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads, except as otherwise provided in this paragraph and elsewhere in this Agreement.
 - A. At the intersections of off-system approaches to State highways, the City shall install and maintain (1) all stop signs, yield signs, and one-way signs to regulate, warn, and guide traffic on the off-system street, even if such signs are to be installed on State right-of-way, and (2) any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. These signs and markings must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices
 - B. The City shall install and maintain all street name signs except for those mounted on State-maintained traffic signal poles or arms or special advance street name signs on State right-of-way.
 - C. Any other signs or pavement markings desired by the City on State right-of-way shall require prior written authorization by the State, and shall be installed and maintained by the City.
 - D. All signs and markings installed by the City under this Paragraph must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices. All existing signs or markings shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation, and necessity, shall be determined by traffic and engineering studies as provided by regulation in the Texas Administrative Code.
 - A. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State.
 - B. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, shall be indicated by the

proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement shall be covered under a separate agreement.

- C.** This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.
- 7.** Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation, except in those installations specifically covered by separate agreements between the City and State.
 - A.** For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City.
 - B.** Attached as **Exhibit D** is a list of lighting installations subject to this Agreement, but which do not have a separate agreement. Exhibit D shall be updated as necessary pursuant to Article 1, Section 6.
- 8.** The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
- 9.** The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State. Permitted landscaping and public art installations shall be handled through separate agreements.
- 10.** New construction of sidewalks, shared use pathways, curb ramps, or other accessibility-related items by either Party shall comply with current ADA standards. Except as otherwise provided in this paragraph, the City is responsible for the maintenance of these items, regardless of whether the City or the State constructed the item. Maintenance includes keeping sidewalks clear of debris and vegetation, but does not

include pavement work except as provided in the next sentence. If a Party's highway project is considered an "alteration" under the ADA that triggers the requirement to construct or upgrade accessibility-related items, that Party is responsible for the construction or upgrade, unless provided otherwise in a separate agreement.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City shall issue permits for access driveways on State highway routes and shall assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State shall issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures for public functions, such as parking, recreation, and law enforcement use, shall be determined by a separate agreement.
13. The State shall be responsible for installation, repair, and maintenance of any mailbox supports installed on the State highway system, including any markings needed on the mailbox supports.
14. The State shall be responsible for installation, repair, and maintenance of any roadside barriers including guardrail, guardrail end treatments, cable barriers, and concrete barriers needed for traffic safety on the state highway system.
15. The State shall be responsible for any structural repairs needed at bridges, culverts, drainage pipes, embankments, and retaining walls on the state highway system.
16. For purposes of this Agreement, "grade separation structure" is defined as any bridge, overpass, or similar structure that raises the roadway above ground level, regardless of what is underneath the structure.

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the non-controlled access State highways described in Exhibit A, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Non-Controlled Access)

- A. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of vehicular loads encountered, and maintain the shoulders.

- B.** Assist in mowing and litter pickup within the right of way to supplement City resources, when requested by the City and if State resources are available.
- C.** Assist in sweeping and otherwise cleaning the traveled surface and shoulders to supplement City resources, when requested by the City and if State resources are available.
- D.** Assist in snow and ice control to supplement City resources, when requested by the City and if State resources are available.
- E.** Structural maintenance and repairs of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right of way or State easements but within its corporate limits.
- F.** In cities with less than 50,000 population, the State shall install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks.
- G.** Install, operate, and maintain traffic signals in cities with less than 50,000 population.
- H.** In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds, if the City agrees to enter into an agreement setting forth the responsibilities of each party.

2. City's Responsibilities (Non-Controlled Access)

- A.** Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
- B.** Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in Art. II.5), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population shall also install, operate, and maintain all school safety devices and school crosswalks.
- C.** Signing and marking of intersecting city streets with State highways shall be the full responsibility of the City (except as provided under Art. II.5).
- D.** Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

- E.** Regular cleanups and litter control to ensure drainage facilities are clear. Further, State structural maintenance and repair of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easements but within its corporate limits, except where participation by the State is specifically covered in a separate agreement between the City and the State.
- F.** Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations shall be handled by a separate agreement.
- G.** Perform mowing and litter pickup.
- H.** Sweep and otherwise clean the pavement, including grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure.
- I.** Perform snow and ice control.
- J.** Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State.

ARTICLE IV. CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the controlled access State highways described in Exhibit B, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Controlled Access)

- A.** Maintain the traveled surface and foundations of the main lanes, ramps, and frontage necessary for the proper support of vehicular loads encountered.
- B.** Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist. Assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads on the City's request and if State resources are available.
- C.** Sweep and otherwise clean the traveled surface and shoulders of the main lanes, ramps, grade separation structures, and frontage roads.
- D.** Remove snow and control ice on the main lanes and ramps. Assist in these operations on the frontage roads and grade separation structures on the City's request and if State resources are available.

- E.** Install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads on frontage roads. This does not include other pedestrian crosswalks.
- F.** Install, operate and maintain traffic signals at ramps and frontage road intersections, unless covered by a separate agreement.
- G.** Structural maintenance and repair of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easement but within its corporate limits.

2. City's Responsibilities (Controlled Access)

- A.** Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances or resolution and taking other appropriate action in addition to full compliance with current laws on parking.
- B.** When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance or resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
- C.** Secure the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
- D.** Pass necessary ordinances or resolutions and retain responsibility for enforcing the control of access to an expressway/freeway facility.
- E.** Sweep and otherwise clean the pavement other than the traveled surface and shoulders, including underneath grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item.
- F.** Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads, including drainage facilities in this area.

- G.** Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided by Art. II.5), and parking stripes when agreed to by the State in writing.
- H.** Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as provided by Art. II.5).
- I.** Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. State maintenance of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way but within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

ARTICLE V. TERMINATION

- 1.** All obligations of the State to maintain and operate a State highway covered by this agreement shall terminate if and when such highway ceases to be designated as part of the State highway system.
- 2.** Should either party fail to properly fulfill its obligations under this Agreement, the other party may terminate this agreement upon 30 days written notice.
- 3.** Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, except that the State shall retain all maintenance and operation responsibilities on controlled access State highways.

City of _____

State of Texas

Signature

TxDOT District Engineer

Name

Name

Title

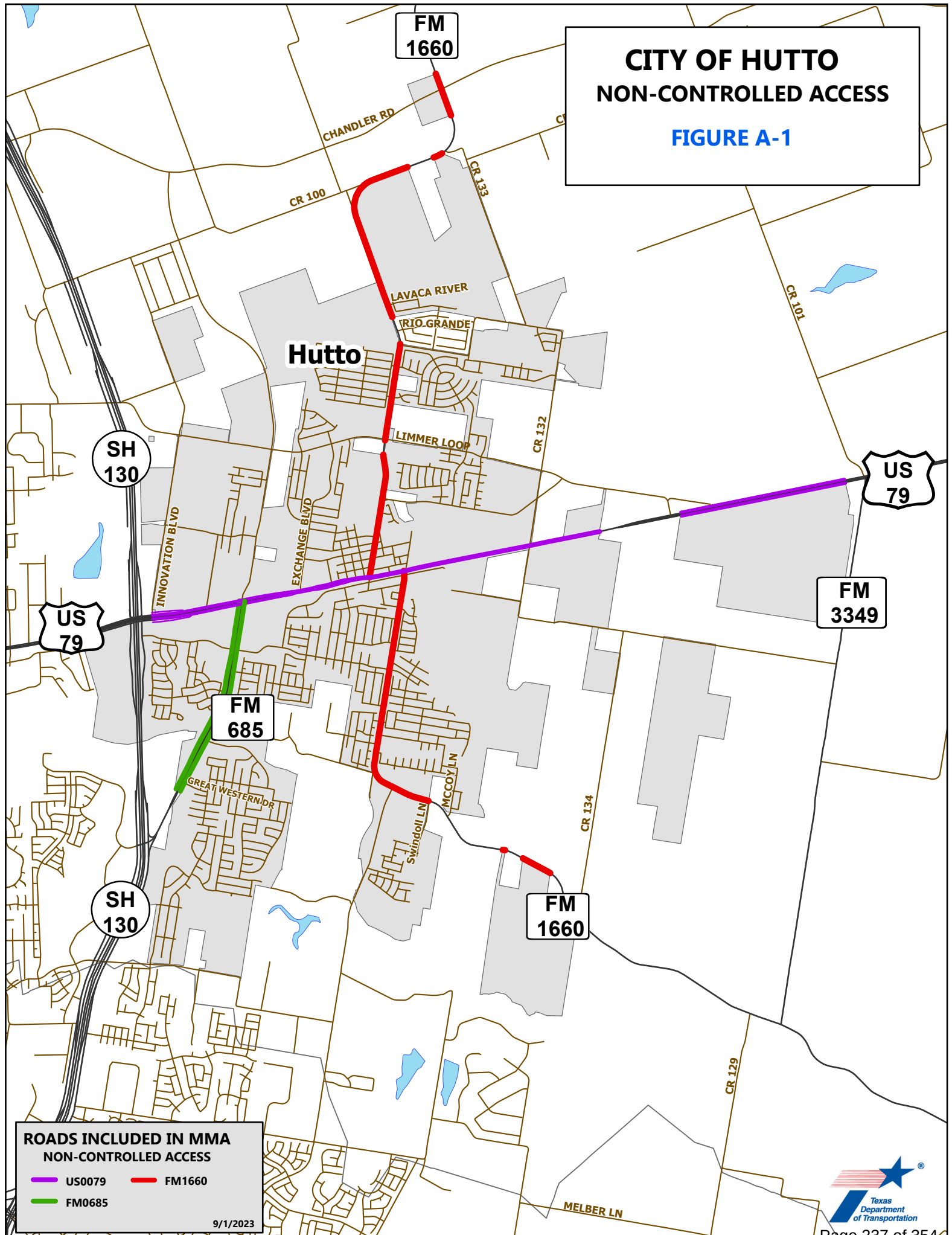
Date

Date

EXHIBIT A			
TABLE 1 NON - CONTROLLED ACCESS HIGHWAYS (See Figure A-1)			
ROADWAY	BTRM	ETRM	Description of Limits
US0079-L	552+1.831	554+1.085	Approx. 0.15 mi W of FM3349 to .077 mi E of Limmer Loop
US0079-R	552+1.828	554+1.086	Approx. 0.146 mi W of FM3349 to 0.079 mi E of Limmer Loop
US0079-K	554+1.719	556+1.69	Approx. 0.544 mi E of CR132 to West St
US0079-L	556+1.69	556+1.95	West St to approx. 0.10 mi E of Exchange Blvd
US0079-R	556+1.69	556+1.95	West St to approx. 0.10 mi E of Exchange Blvd
US0079-K	556+1.95	558+.097	East and West of Exchange Blvd
US0079-L	560-1.915	560-.817	Approx. 0.057 mi W of Exchange Blvd to Innovation Blvd
US0079-R	560-1.914	560-.817	Approx. 0.057 mi W of Exchange Blvd to Innovation Blvd
US0079-A	558+.96	558+1.19	Beginning of Frontage Rd to Innovation Blvd
US0079-X	558+.90	558+1.19	Beginning of Frontage Rd to Innovation Blvd
FM0685-R	422-.064	422+1.463	US 79 to approx. 0.07 mi S of Great Western Dr
FM1660-K	416+.925	416+1.261	Approx. 0.125 mi N of Chandler Rd to approx. 0.211 mi S of Chandler Rs
FM1660-K	416+1.585	416+1.656	Approx. .033 mi S of CR 133 to approx. 0.84 mi S of CR 133
FM1660-K	416+1.867	418+1.302	Approx. 0.361 mi N of CR 100 to approx. 0.092 mi S of Lavaca River Ln
FM1660-K	418+1.515	420+.257	Approx. 0.101 mi S of Rio Grande Ave to approx. 0.01 mi S of Limmer Loo
FM1660-K	420+.367	420+1.305	Approx. 0.12 mi S of Limmer Loop to US 79
FM1660-K	422-.445	422+1.577	US 79 to Swindoll Ln
FM1660-K	424+.353	424+.372	Approx. 0.534 mi S of McCoy Ln to approx. to approx. 0.553 mi S of McCo
FM1660-K	424+.52	424+.758	Approx. 0.669 mi N of CR 134 to approx. 0.431 mi N of CR 134
FM0685-L	422-.067	422+1.469	US 79 to approx. 0.07 mi S of Great Western Dr
Maintenance Activity/Facility-Type			Responsibility
			State City
Traffic control signs and pavement striping/markings, highway routing signs.			X
All pavement base and surface maintenance, repair, reconstruction, and resurfacing.			X
All bridge maintenance, repair, reconstruction, and resurfacing.			X
Assist with snow and ice control to supplement City resources when requested by the City and if State resources are available.			X
Assist with vegetation management, including tree trimming, herbicide, wildflower establishment.			X
Assist with mowing, sweeping, cleaning, debris removal, and litter control to supplement City resources when requested by the City and if State resources are available.			X
All pedestrian and bicycle assets including pedestrian bridges, pedestrian rail, sidewalks, curb ramps, shared use path, bike lanes, bikeways or trails.			X
All maintenance and clean-up associated with local enforcement of ordinances, such as but not limited homeless encampments, graffiti, roadside vendors, or no parking areas			X
Traffic signals including all maintenance, repair, and improvement of all assets required to operate signalized intersections per signal agreement			X
All illuminations maintenance and repair for all assets, including electric service, per illumination agreement			X
Drainage facilities outside of normal highway right-of-way.			X
All duties not specifically delineated as being State's responsibility.			X

CITY OF HUTTO NON-CONTROLLED ACCESS

FIGURE A-1



ROADS INCLUDED IN MMA NON-CONTROLLED ACCESS

- US0079
- FM1660
- FM0685

9/1/2023



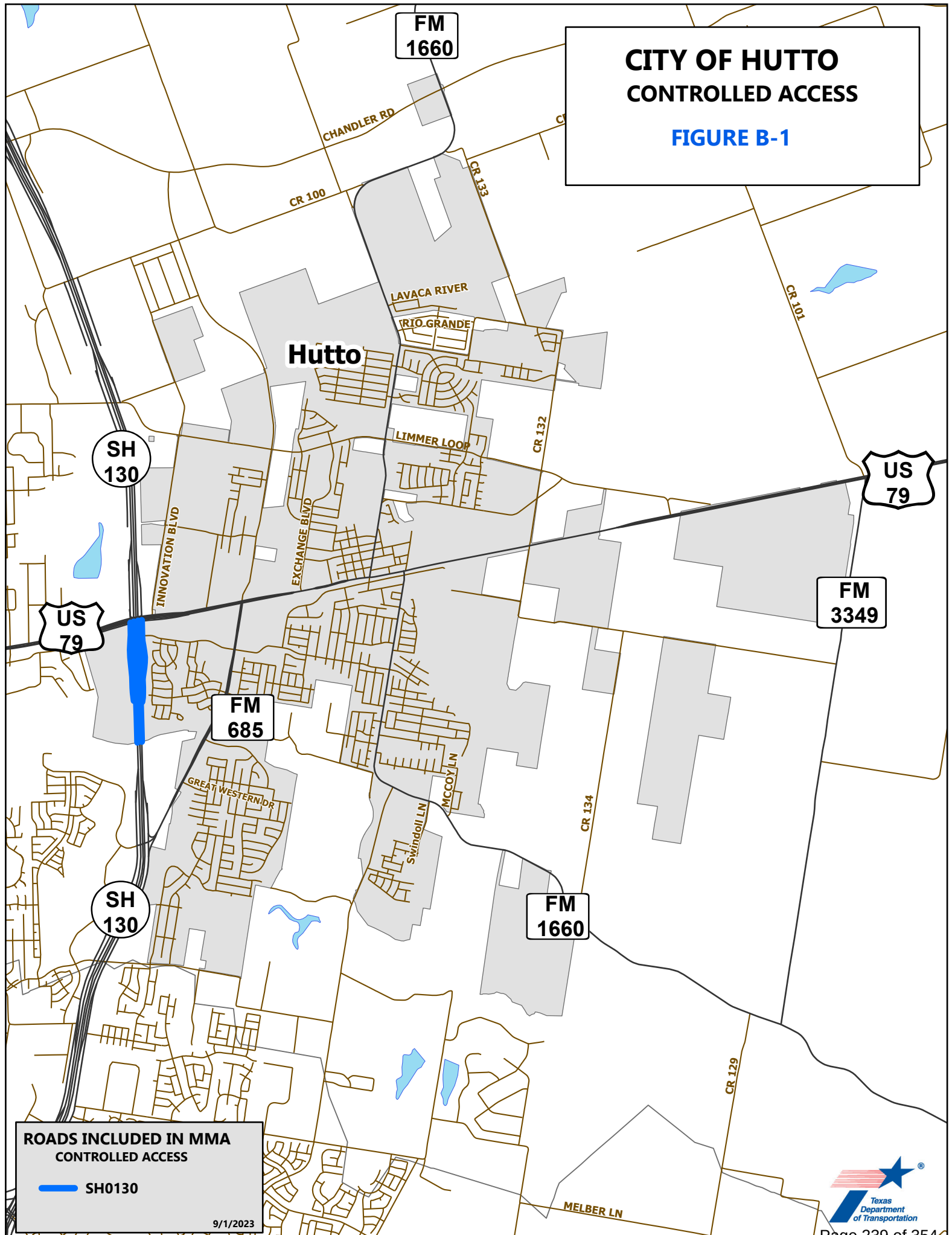
EXHIBIT B

TABLE 1
CONTROLLED ACCESS HIGHWAYS - Main Lane & Frontages Roads
(See Figure B-1)

ROADWAY	BTRM	ETRM	Description of Limits		
SH0130-A	424-.502	424+.091	NB US79 to End of road		
SH0130-R	422+1.508	424+.408	NB US79 to City Limit		
SH0130-L	422+1.511	424+.404	NB US79 to City Limit		
SH0130-X	424-.519	424+.101	NB US79 to End of road		
Maintenance Activity/Facility-Type				Responsibility	
				State	City
Traffic control signs and pavement striping/markings, highway routing signs.				X	
Access Management and Driveway Permitting				X	
All pavement base and surface maintenance, repair, reconstruction, and resurfacing.				X	
All bridge maintenance, repair, reconstruction, and resurfacing.				X	
Assist with mowing, sweeping, cleaning, debris removal, and litter control to supplement City resources when requested by the City and if State resources are available.				X	
Assist with landscape and vegetation management, including tree trimming, herbicide, irrigations system maintenance.				X	
Drainage facilities within right-of-way.				X	
Snow and ice control				X	
All pedestrian and bicycle assets including pedestrian bridges, pedestrian rail, sidewalks, curb ramps, shared use path, bike lanes, bikeways or trails.					X
All maintenance and clean-up associated with local enforcement of ordinances, such as but not limited homeless encampments, graffiti, roadside vendors, or no parking areas					X
Traffic signals including all maintenance, repair, and improvement of all assets required to operate signalized intersections per signal agreement					X
All illuminations maintenance and repair for all assets, including electric service,					X
Drainage facilities outside of normal highway right-of-way.					X
All duties not specifically delineated as being State's responsibility.					X

CITY OF HUTTO CONTROLLED ACCESS

FIGURE B-1



ROADS INCLUDED IN MMA
CONTROLLED ACCESS

SH0130

9/1/2023

Exhibit C

MUNICIPAL RESOLUTION

RESOLUTION NO. _____

Form 1037
Resolution
September 1996

A RESOLUTION APPROVING THE AGREEMENT DATED January 18, 2024, BETWEEN THE
STATE OF TEXAS AND THE CITY OF Hutto, FOR
THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR
PORTIONS OF STATE HIGHWAYS IN THE CITY OF Hutto ;
AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF Hutto :

SECTION 1. That the certain agreement dated September 20, 1999, between the State of Texas and the
City of Hutto for the maintenance, control, supervision and regulation of
certain State Highways and/or portions of State Highways in the City of Hutto
be and the same is, hereby approved; and that the City Manager is hereby
authorized to execute said agreement on behalf of the City of Hutto and to
transmit the same to the State of Texas for appropriate action.

PASSED: _____

APPROVED: _____

Mayor

ATTEST:

Secretary

City of _____
Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit D

1. No current lighting installations exist, and any future installations will be done by separate agreement.

MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS *

COUNTY OF TRAVIS *

THIS AGREEMENT made this 20th day of September, 19 99, by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the City of Hutto, Williamson County, Texas (population 630, 19 90, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City", party of the second part.

W I T N E S S E T H

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A", which is attached hereto and made a part hereof.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B", which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be exchanged with both parties written concurrence. Additional exhibits may also be added with both parties written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
3. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.
4. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the Texas Manual on Uniform Traffic Control Devices, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.

5. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.
6. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622 and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
7. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
8. Traffic control devices, such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
9. Should the City have a city-wide driveway permit process, the City will issue permits for access driveways and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities in accordance with "Regulations for Access Driveways to State Highways" adopted by the Texas Department of Transportation or with other standards and specifications for the design, construction, and maintenance details subject to approval in writing by the State. Should the City not have a city-wide driveway permit process, the State may issue access driveway permits on State highway routes in accordance with its "Regulations for Access Driveways to State Highways".
10. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement.

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A".

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.
4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph number 4). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.
7. Install, operate and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in paragraph number 6 above), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate and maintain all school safety devices and school crosswalks.

3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph number 4).
4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B".

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist, and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph number 4, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks, and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.

6. Install, operate, and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph number 5 under "State's Responsibilities"), and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph number 4).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operations duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code, 23 United States Code § 116 and the State's Interstate Maintenance Guidelines as approved by the Federal Highway Administration in accordance with 23 CFR § 635 Subpart E.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Hutto on the 4 day of October, 19 99, and the Texas Department of Transportation, on the 14 day of December, 19 99.

ATTEST:



THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order No. 100002.

CITY OF HUTTO

BY MAYOR
(Title of Signing Official)

BY William C. Fabade P.E.
District Engineer
Austin
District

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

Hutto City Limits
Exhibit A - Non-Controlled Access Facilities

I. State's Maintenance Responsibilities

- A. Maintenance of the following highways shall include: Base & Surface, Striping, Signs and Assist in Snow & Ice Removal. Assist in sweeping and otherwise cleaning the pavement , in mowing and cleaning of litter ; and the maintenance of roadway ditches.
1. US 79: From the east city limits of Hutto to the west city limits of Hutto.
 2. FM 1660: From the north city limits of Hutto to the intersection of US 79.
 3. FM 1660: From the intersection of US 79 to the south city limits of Hutto

II. City's Maintenance Responsibilities

- A. Maintenance of the following highways will include: All duties not specifically delineated as being the State's Responsibility in "IA" above.
1. US 79: From the east city limits of Hutto to the west city limits of Hutto.
 2. FM 1660: From the north city limits of Hutto to the intersection of US 79.
 3. FM 1660: From the intersection of US 79 to the south city limits of Hutto

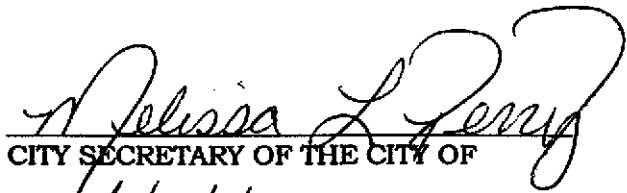
Note: Maintenance of the sidewalks is the responsibility of the City as stated under Item 5, City's Responsibilities, under Non-Controlled Access Highways.

STATE OF TEXAS (CITY OF HUTTO)

COUNTY OF (WILLIAMSON)

I, MELISSA L. PERRY, THE DULY APPOINTED, QUALIFIED AND ACTING CITY SECRETARY OF THE CITY OF HUTTO, TEXAS, HEREBY CERTIFY THAT THE FOREGOING PAGES CONSTITUTE A TRUE AND CORRECT COPY OF A RESOLUTION DULY PASSED BY THE CITY COUNCIL AT A MEETING HELD ON OCTOBER 4TH, A.D., 1999, AT 7:00 O'CLOCK PM.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL OF THE CITY OF HUTTO, TEXAS, THIS DUE 4TH, DAY OF OCTOBER, 1999, AT HUTTO, TEXAS.


CITY SECRETARY OF THE CITY OF
, TEXAS

RESOLUTION NO. 99-1004-B

A RESOLUTION APPROVING THE AGREEMENT DATED SEPTEMBER 20TH, 1999, BETWEEN THE STATE OF TEXAS AND THE CITY OF HUTTO, FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF HUTTO; AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT.

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

SECTION 1. THAT THE CERTAIN AGREEMENT DATED SEPTEMBER 20TH, 1999, BETWEEN THE STATE OF TEXAS AND CITY OF HUTTO FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF HUTTO BE, AND THE SAME IS, HEREBY APPROVED; AND THAT MAYOR IS HEREBY AUTHORIZED TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF HUTTO AND TO TRANSMIT THE SAME TO THE STATE OF TEXAS FOR APPROPRIATE ACTION.

PASSED:

Oct 4, 1999

APPROVED:

Oct 4, 1999


GLEN PIERCE - MAYOR

ATTEST:


MELISSA L. PERRY - CITY SECRETARY



Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

December 19, 2006

Mr. Harold Thomas, Chief of Police
Hutto Police Department
P. O. Box 639
401 West Front St.
Hutto, TX 78634

Re: Amendment to Municipal Maintenance Agreement

Dear Chief Thomas:

Enclosed is a fully executed amendment to the Municipal Maintenance Agreement (MMA) for the installation, operation, and maintenance of cameras on State highway rights-of-way to monitor compliance with traffic control signals. This amendment should become part of the City's file that contains your copy of the MMA between the City and the State. You are now free to proceed with the installation of the signal monitoring cameras.

You will also see that I have enclosed one copy of Form 1560, Certificate of Insurance. This form is to be filled out and submitted by the contractor or entity that will be installing the monitoring cameras prior to the commencement of work. The completed certificate should be returned to my attention at the address on the bottom of page 2 of the form.

Please contact me by phone at (512) 832-7019 or by e-mail at wrehnbo@dot.state.tx.us if you have any questions.

Sincerely,

Wayne L. Rehnborg, P.E.
Assistant Director of Maintenance
Austin District

Enclosures

cc: Robert Guydosh
Imelda Barrett
John Wagner
Paul Michalk

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**AMENDMENT TO MUNICIPAL MAINTENANCE AGREEMENT FOR THE
FURNISHING, INSTALLING, OPERATION AND MAINTENANCE
OF CAMERAS ON STATE HIGHWAY RIGHTS-OF-WAY TO MONITOR
COMPLIANCE WITH TRAFFIC-CONTROL SIGNALS**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and the City of Hutto, hereinafter called the "City", acting by and through its duly authorized officers.

W I T N E S S E T H

WHEREAS, the State owns and maintains a system of highways and roadways in the City of Hutto pursuant to Transportation Code, Section 201.103; and

WHEREAS, the State and the City executed a Municipal Maintenance Agreement on December 14, 1999; and

WHEREAS, the City has requested permission to install cameras on state highway rights-of-way to monitor compliance with traffic-control signals, hereinafter referred to as "camera monitoring equipment", at the locations listed on Exhibit A attached hereto and made a part of hereof; and

WHEREAS, the State has determined that when the City's installation of camera monitoring equipment will not damage the highway facility, impair safety, impede maintenance, or in any way restrict the operation of the highway, the proposed camera monitoring equipment may be installed by the City or its contractor;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A M E N D M E N T

ARTICLE 1. CONTRACT PERIOD

This amendment becomes effective on final execution by the State and shall remain in effect as long as said camera monitoring equipment is in operation at the described locations.

ARTICLE 2. TERMINATION

This amendment may be terminated by one of the following conditions:

- 1) By mutual agreement of both parties;
- 2) By the State giving written notice to the City as consequence of failure by the City or its contractor to satisfactorily perform the services and obligations set forth in this amendment, with proper allowances being made for circumstances beyond the control of the City or its contractor. The State's written notice to the City shall describe the default and the proposed termination date. If the City cures the default before the proposed termination date, the proposed termination is ineffective; or

- 3) By either party upon thirty (30) days written notice to the other.

Termination of this amendment shall not serve to terminate the underlying Municipal Maintenance Agreement between the State and the City.

ARTICLE 3. COMPENSATION

No compensation shall be paid for this amendment.

ARTICLE 4. PERSONNEL, EQUIPMENT, AND MATERIAL

- A. The City will use labor and supervisory personnel employed directly by the City or its contractor, and use City owned or contractor owned machinery, equipment, and vehicles necessary for the work. In the event that the City or its contractor does not have the machinery, equipment, and vehicles necessary to perform the work, the machinery, equipment, and vehicles may be rented or leased as necessary.
- B. No reimbursement shall be paid for any materials supplied by the City or its contractor.
- C. Any adjustment, replacement, or reinstallation of the camera monitoring equipment due to reconstruction or alteration of the intersection shall be performed by the City at the City's expense. The State will work with the City to provide adequate notice of any planned work to allow for the necessary modification or removal.
- D. All installation or maintenance work performed by the City or its contractor requiring traffic control shall be performed in accordance with the *Texas Manual on Uniform Traffic Control Devices*.

ARTICLE 5. INSPECTION OF WORK

- A. The City or its contractor will furnish the State a complete set of design drawings and installation plans for review. The installation plans shall include all electrical, electronics, signing, civil and mechanical work pertaining to the camera monitoring equipment.
- B. The State reserves the right to inspect and request modification of any camera monitoring equipment under this agreement both prior to and after installation. No installation may occur until the State has approved the proposed installation.
- C. The State reserves the right to inspect and approve the completed installation.
- D. The State will promptly notify the City or its contractor of any failure of materials, equipment, or installation methods, and the City or its contractor will take such measures necessary to obtain acceptable systems components and installation procedures without delay.

ARTICLE 6. RESPONSIBILITIES OF THE PARTIES

The parties agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents. The State shall not be held responsible for the operation (or non-operation) of the camera monitoring equipment or for any effect it may have.

The City is responsible for any damage that may occur to state equipment during the installation, maintenance or operation of the camera monitoring equipment. The City is responsible for maintaining the camera monitoring equipment and related signing in good working order and keeping such equipment free from graffiti.

ARTICLE 7. DE-ACTIVATION OF CAMERA MONITORING EQUIPMENT

The State reserves the right to disconnect and remove camera monitoring equipment from the traffic signals should any problem arise affecting the State. The State will notify the appropriate

City office of the de-activation of the camera monitoring equipment. Upon correction of the problem, the City may reconnect the camera monitoring equipment.

ARTICLE 8. INSTALLATION REQUIREMENTS

The City or its contractor shall furnish and install all equipment related to the camera monitoring equipment installation. This includes, but is not limited to, camera equipment, camera housing and supporting structure, intersection lighting, vehicle detection system, communications equipment, electrical service and connections, roadway signing, and any interconnection with the signal. The City or its contractor will be responsible for all power costs associated with the operation of the camera monitoring equipment.

Electrical connections made to the State's signal equipment shall be optically or otherwise isolated as approved by the State and shall not affect the operation of any component of the traffic signal system including both the signal controller and the conflict monitor/malfunction management unit.

ARTICLE 9. REPORTS

Upon written request, the City will be required to supply the State with data related to the operation of the camera monitoring equipment.

ARTICLE 10. REMEDIES

Violation or breach of contract terms by the City shall be grounds for termination of the amendment, and any increased cost arising from the City default, breach of contract, or violation of terms shall be paid for by the City. This amendment shall not be considered as specifying the exclusive remedy for default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 11. INSURANCE

Before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately.

ARTICLE 12. SUCCESSORS AND ASSIGNS

The City shall not assign or otherwise transfer its rights or obligations under this amendment except with the prior written consent of the State.

ARTICLE 13. LEGAL CONSTRUCTION

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 amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 14. NOTICES

All notices to either party by the other required under this amendment shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City:	State:
City of Hutto P.O. Box 639 401 West Front St. Hutto, TX 78634	Texas Department of Transportation P.O. Drawer 15426 Austin, TX 78761-5426

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

ARTICLE 15. GOVERNING LAWS AND VENUE

This amendment shall be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations under this agreement must be filed in Travis County, Texas.

ARTICLE 16. PRIOR AGREEMENTS SUPERSEDED

This amendment constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting within the subject matter.

ARTICLE 17. REVISIONS TO EXHIBIT A

Revision to the locations listed in Exhibit A may be made if submitted in writing by the City and initialed by both parties.

IN WITNESS WHEREOF, the State and the City have signed duplicate counterparts of this agreement.

THE CITY OF HUTTO

Executed on behalf of the City by:

By Edward Broussard Date 11/28/06
Typed or Printed Name and Title Edward Broussard
City Manager

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By RHS Date 12/18/06
for District Engineer

AGENDA ITEM REPORT

14.4.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2024-020 authorizing the City Manager to execute a temporary construction and permanent access easement to A-S 64 CR 119-HWY 79, L.P., a Texas limited partnership in substantially the same form as Attachment "A" with the form to be approved by the City Attorney (Matt Rector)
Meeting: Thursday, January 18, 2024
Department: Engineering /
Staff Contact: Matt Rector

BACKGROUND INFORMATION:

This resolution would authorize the City Manager to execute a temporary construction and permanent access easement to facilitate access to for Academy Sports and Outdoors Store.

SUMMARY OF REQUEST:

Approval as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

No fiscal impact

ATTACHMENTS:

1. 20231204 Hutto Res Approving Easement Grant - Academy YMCA - Final R-2023-331
2. Map
3. Lowes ECCR Pages 1-6
4. Lowes ECCR - 1st Amend - Page 1
5. Lowes ECCR - 2nd Amend - Site Plan

RESOLUTION NO. R-2023-331

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING GRANT OF TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT ACCESS EASEMENT BETWEEN A-S 64 CR 119-HWY 79, L.P. AND THE CITY OF HUTTO FOR THE YMCA AND ACADEMY DEVELOPMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE EASEMENT; PROVIDING PROPER NOTICE & MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to enter an agreement between A-S 64 CR 119-HWY 79, L.P., a Texas limited partnership (“Grantee”) and the City of Hutto, Texas (“City” or “Grantor”), each a (“Party”) collectively (the “Parties”), for a grant of a temporary construction easement and a permanent access easement; and

WHEREAS, Parties desire that City grant to Grantee a temporary construction easement to enter City property to relocate one (1) storm sewer inlet and one (1) sewer-access manhole located on City’s property; and to feather concrete to connect drive aisles to be constructed on Grantee property to existing drive aisles situated on City property, as demonstrated in Academy’s site plan; and

WHEREAS, Parties desire that City grant to Grantee a permanent access easement to allow pedestrians, vehicles, and delivery trucks to cross certain portions of City Property, as identified on the YMCA Site Plan and that City similarly grant an access easement across the Academy Site Plan for pedestrians and vehicles to cross City Property; and

WHEREAS, the City Council finds it in the best interests of the City and its citizens to grant these easements; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Temporary Construction and Permanent Access Easement (“Easement”), 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 Easement, in substantially the same form as the Easement, attached as Exhibit "A" and the form of the Easement to be approved by the City Attorney, 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.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the ____ day of December 2023 on vote of __AYES; __NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

PREPARED BY AND UPON
RECORDATION RETURN TO:

Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102-2186
Attention: Rich Rosenblatt

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

**TEMPORARY CONSTRUCTION AND
PERMANENT ACCESS EASEMENT**

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This **TEMPORARY CONSTRUCTION AND PERMANENT ACCESS EASEMENT** (this "Easement") is entered into as of the __ day of _____, 2023, by and between THE CITY OF HUTTO, TEXAS, a Texas Home Rule Municipal Corporation ("Grantor"), and A-S 64 CR 119-HWY 79, L.P., a Texas limited partnership ("Grantee").

RECITALS:

- A. Grantor is the fee owner of certain land situated in Williamson County, Texas, as more particularly described in Exhibit A attached hereto (the "Grantor Property");
- B. Grantee is the fee owner of certain land situated in Williamson County, Texas, as more particularly described in Exhibit B attached hereto (the "Grantee Property");
- C. The parties desire that Grantor grant to Grantee (i) a temporary construction easement to enter the Grantor Property to relocate one (1) storm sewer inlet and one (1) sewer-access manhole located on the Grantor Property to the new locations shown in the attached Exhibit C (the "YMCA Site Plan") and to feather concrete to connect drive aisles to be constructed on the Grantee Property to existing drive aisles situated on the Grantor Property, as shown in the attached Exhibit D (the "Academy Site Plan") and (ii) a permanent access easement to allow pedestrians, vehicles and delivery trucks to cross certain portions of the Grantor Property, as identified on the YMCA Site Plan, all as more particularly described in this Easement, and that Grantee similarly grant an access easement across the Academy Site Plan for pedestrians and vehicles to cross Grantee Property.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The above recitals serve as the basis for this Easement and are incorporated herein and made a part hereof for all purposes.

2. **Temporary Construction Easement.** Grantor hereby grants to Grantee, its contractors, consultants, successors, and/or assigns (collectively, the “Grantee Parties”) a temporary, non-exclusive construction easement (the “Temporary Construction Easement”) over and across those portions of the Grantor Property depicted as “Temporary Construction Easement Area(s)” in the YMCA Site Plan (collectively, the “Temporary Construction Easement Areas”) to relocate one (1) storm sewer inlet and one (1) sewer-access manhole located on the Grantor Property to the new locations shown in the Academy Site Plan and to feather concrete to connect drive aisles to be constructed on the Grantee Property to existing drive aisles situated on the Grantor Property, as shown in the Academy Site Plan (collectively, the “Work”). The term (the “Term”) of the Temporary Construction Easement shall expire without further act or release of the parties hereto upon the earlier of (a) the completion of the Work or (b) 180 days after the recording of this Easement (the “Termination Date”). Grantee shall pay all costs arising from the Work and shall cause all Work to be performed in a manner so as to minimize interference with the use of the Grantor Property. At all times during the Term, the Grantee shall keep the Temporary Construction Easement Areas clear of construction debris or similar materials. The Temporary Construction Easement Areas shall not be used for the parking of vehicles or the storage of materials or supplies by the Grantee Parties.

3. **Access Easement across Grantor Property.** Grantor hereby grants to Grantee, its tenants, invitees, licensees, guests, successors, and/or assigns a perpetual, non-exclusive access easement (the “YMCA Access Easement”) over and across those portions of the Grantor Property as may be determined from time to time by Grantor in development and redevelopment of the Grantor Property and as limited in this Easement. At the execution of this Easement, the YMCA Access Easement shall be initially as depicted as “YMCA Access Easement Area(s)” in the YMCA Site Plan (collectively, the “YMCA Access Easement Areas”), to be used as described in Paragraph 4. Notwithstanding Grantor’s right to relocate the YMCA Access Easement Areas, Grantor has no right to completely extinguish the YMCA Access Easement.

4. **Use of YMCA Access Easement.** Grantor authorizes Grantee and its successors and assigns to use the YMCA Access Easement as follows:

- (a) for the purposes of pedestrian and vehicular ingress and egress between the Grantor Property and Grantee Property as a secondary access to Grantee’s property only and limited to the access path to the front of the YMCA building as designated on the YMCA Site Plan, and
- (b) for the purpose of delivery truck ingress and egress between the Grantor Property and Grantee Property only if using the access path to the rear of the YMCA building as designated on the YMCA Site Plan.

Grantee understands and agrees that Grantor's use of the Grantor Property remains the primary purpose of the Grantor Property and the rights granted to Grantee in this Easement are subservient to Grantor's rights and subject to relocation and modification as Grantor's use and needs of the Grantor Property change over time.

5. **Access Easement across Grantee Property.** Grantee, as a condition of Grantor's dedication of the YMCA Access Easement, hereby grants to Grantor, its tenants, invitees, licensees, guests, successors, and/or assigns a perpetual, non-exclusive access easement (the "Academy Access Easement") over and across the portion of the Grantee Property as may be determined from time to time by Grantee in development and redevelopment of the Grantee Property and as limited in this Easement. At the execution of this Easement, the Academy Access Easement shall be initially as depicted as "Academy Access Easement Area" in the Academy Site Plan, to be used for the purposes of pedestrian and vehicular ingress and egress between the Grantee Property and Grantor Property as a secondary access to Grantor's property only and limited to the access path designated on the Academy Site Plan. Notwithstanding Grantee's right to relocate the Academy Access Easement, Grantee has no right to completely extinguish the Academy Access Easement.

6. **Maintenance of YMCA Access Easement Areas.** Grantor, as a part of its standard maintenance program for The City of Hutto, agrees to maintain the YMCA Access Easement Areas in the current condition or a better condition at the sole discretion of Grantor and subject to future budgetary limitations. Any improvements from the current condition or to a higher standard of care for future maintenance desired by the Grantee can be requested of the Grantor and, if approved, the design, construction, and maintenance for such improvement will be completed at the sole expense of the Grantee.

7. **Grantor Rights.** Notwithstanding any other provisions in this Easement, the Grantor retains rights in Grantor Property superior to the access rights granted to the Grantee herein. Further, the Grantor specifically retains full authority to perform any and all routine maintenance within the YMCA Access Easement Areas at any time and without prior notice. Grantee by use of the Easement accepts the grant of limited rights in this YMCA Access Easement.

8. **Liens.** Grantee shall not create or permit to be created or remain, and will discharge, any lien, encumbrance or charge which might be or become a lien, encumbrance or charge upon the Grantor Property as a result of any Work performed pursuant to this Easement; provided that if any such lien shall at any time be filed against the Grantor Property due to work performed or materials delivered by Grantee or its agents, Grantee shall, within thirty (30) days after notice of the filing thereof, cause it to be discharged of record by payment, order of a court of competent jurisdiction, removal or otherwise, or shall make such deposit or post such bond as Grantor may reasonably require to ensure payment of such lien or claim.

9. **Insurance.** At all times the Grantee is performing the Work, the Grantee shall obtain or shall cause its agents and contractors to obtain and maintain general public liability insurance to afford protection against any and all claims for personal injury, death, or property damage arising directly or indirectly out of the exercise of the rights, privileges, and obligations

hereunder. Prior to entry on the Grantor Property, Grantee shall deliver or cause to be delivered a certificate or certificates evidencing the insurance coverage required herein including listing The City of Hutto as an additional insured.

10. INDEMNITY. (A) TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CHAPTER 151 OF THE TEXAS INSURANCE CODE TO THE EXTENT, IF ANY, TO WHICH IT MAY APPLY TO THIS AGREEMENT AND THE GRANTS HEREUNDER, AND EXCEPT AS SET OUT IN SUBPARAGRAPH (B) BELOW, GRANTEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND GRANTOR, AND ALL OF ITS COUNCILMEMBERS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO GRANTEE'S PERFORMANCE OF WORK OR OTHER ACTIVITIES OF GRANTEE OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY GRANTEE OR ANYONE FOR WHOSE ACTS GRANTEE MAY BE LIABLE ON OR IN THE PROCESS OF ENTERING OR LEAVING THE ACCESS EASEMENT AREAS, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF GRANTEE OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY GRANTEE, ANY OF GRANTEE'S CONTRACTORS OR SUBCONTRACTORS, OR ANYONE FOR WHOSE ACTS GRANTEE MAY BE LIABLE. TO THE EXTENT THAT THIS EASEMENT IS DEEMED A PUBLIC WORKS AGREEMENT, SUBPARAGRAPH (B) BELOW WILL APPLY, REPLACE, AND SUPERSEDE THIS SUBPARAGRAPH (A) TO THE FULLEST EXTENT PERMITTED BY LAW. (B) NOTWITHSTANDING THE FOREGOING SUBPARAGRAPH (A), TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CHAPTER 151 OF THE TEXAS INSURANCE CODE TO THE EXTENT IF ANY THAT IT MIGHT APPLY TO THIS EASEMENT OR TO THE GRANTS HEREUNDER, GRANTEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND GRANTOR, AND ALL OF ITS COUNCILMEMBERS, OFFICERS, AGENTS AND EMPLOYEES (THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF GRANTEE OR ANY OF ITS CONTRACTORS OR SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF GRANTOR AND GRANTEE THAT IN SUCH EVENT THE GRANTEE IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF GRANTEE'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS CONTRACTORS OR SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT

OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR GRANTEE UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. GRANTEE SHALL PROCURE LIABILITY INSURANCE COVERING ITS OBLIGATIONS UNDER THIS SECTION 9.

11. **Notices.** All notices, demands, requests, and other communications required or permitted hereunder will be deemed sufficient if mailed by U.S. certified mail, return receipt requested, or by a reliable overnight delivery service, addressed to the parties as follows:

If to Grantor: James Earp, City Manager
The City of Hutto, Texas
500 W. Live Oak Street
Hutto, TX 78634

With a copy to: Dorothy Palumbo, City Attorney
Bojorquez Law Firm, PC
11675 Jollyville Road, Suite 300
Austin, TX 78759

If to Grantee: A-S 64 CR 119-HWY 79, L.P.
c/o NewQuest Properties
8827 W. Sam Houston Pkwy, N., Suite 200
Houston, TX 77040
Attn: Legal Department

With a copy to: Academy, Ltd.
1800 N. Mason Road
Katy, TX 77449
Attention: Real Estate, Legal

The foregoing addresses may be changed by notice given in the above-listed manner.

12. **Entire Easement.** This Easement contains all of the agreements and stipulations between Grantor and Grantee as to said easements and there are no other terms, conditions, promises, undertakings, statements, or representations, express or implied, concerning the granting of rights contemplated by this Easement. The easements, provisions, and covenants contained herein shall run with the land and be binding upon and inure to the benefit of each party and their respective successors-in-title and assigns. With respect to the obligations, burdens and indemnities herein imposed upon a party, the same shall be applicable only with respect to acts or failures to act which occur during such time that such party is an owner of one of the tracts of land described herein, such that no party now or in the future, shall be responsible for any such acts or failures to act occurring prior to or after the time that such party was an owner of such tract of land.

13. **Governing Law.** This Easement shall be governed by the laws of the State of Texas, and any claim concerning this Easement must be initiated and maintained in the State Courts of Williamson County, Texas.

14. **Headings.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

15. **Amendment.** This Easement may not be modified or amended, nor any of its provisions waived, except by written agreement signed by Grantor and all of the fee owners of the Grantee Property recorded in the Official Records of Williamson County.

16. **Covenants Run with the Land.** This Easement, and all rights and obligations contained herein, shall run with the Grantee Property and Grantor Property and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns, including, without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them.

17. **Authority.** Grantee and Grantor do hereby warrant to the other that it has full power and authority to enter into this Easement and grant the easements set forth herein. Each party further warrants, with respect to itself, that the execution and delivery of this Easement and the recordation of this Easement shall not (a) violate any provision of any applicable law or any judgment, writ, injunction, order or decree of any court or government authority having jurisdiction over it, (b) result in or constitute a breach or default under any indenture, contract, other commitment or restriction to which it is a party or by which it is bound, and (c) require any consent, vote or approval which has not been given or taken. Grantor further warrants that (i) Grantor is the fee simple owner of the Grantor Property, and (ii) the Grantor Property is currently not encumbered by any liens or mortgages.

18. **Recording.** The Easement shall be recorded in the Official Records of Williamson County, Texas, immediately following its execution.

19. **No Joint Venture.** None of the terms or provisions of this Easement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

[Signature Page follows.]

[Signatures Continue on Following Page]

GRANTEE:

A-S 64 CR 119-HWY 79, L.P.,
a Texas limited partnership

By: A-S 64, L.C.,
a Texas limited liability company,
its general partner

By: _____
Print Name: _____
Title: _____

STATE OF TEXAS

§
§

CORPORATE ACKNOWLEDGMENT

COUNTY OF HARRIS

§

On _____, 2023, before me, _____, a Notary Public in and for said State, personally appeared _____, the _____ of A-S 64, L.C., a Texas limited liability company, which is the general partner of A-S 64 CR 119-Hwy 79, L.P., a Texas limited partnership, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, of the entity upon behalf of which the person acted, executed the instrument.

Notary Public In and For
The State of Texas

SEAL

My Commission Expires:

[Signatures Continue on Following Page]

MORTGAGEE'S CONSENT

The undersigned mortgagee hereby consents to the creation of the easements and other rights created by the foregoing instrument respecting the parcels of land described therein and further agrees that the same shall not be terminated upon any foreclosure of any parcel of land encumbered by said instrument.

[LENDER]

By _____
Name _____
Title _____

STATE OF _____

COUNTY OF _____

On _____, 2023, before me, _____, a Notary Public in and for said State, personally appeared _____, the _____ of _____, a _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, of the entity upon behalf of which the person acted, executed the instrument.

—
Notary Public In and For
The State of _____

SEAL

My Commission Expires:

[Signatures Continue on Following Page]

LESSEE'S CONSENT

The undersigned lessee hereby consents to the creation of the easements and other rights created by the foregoing instrument respecting the parcels of land described therein and further agrees to be bound and to abide by the terms of said instrument during its use and occupancy of such lands.

[YMCA]

By _____
Name _____
Title _____

STATE OF TEXAS

§

CORPORATE ACKNOWLEDGMENT

COUNTY OF WILLIAMSON §

On _____, 2023, before me, _____, a Notary Public in and for said State, personally appeared _____, the _____ of _____, a _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, of the entity upon behalf of which the person acted, executed the instrument.

SEAL

Notary Public In and For
The State of _____

My Commission Expires:

EXHIBIT A

GRANTOR PROPERTY

Exhibit A Legal Description of Property

Tract 1:

A FIELD NOTE DESCRIPTION of 4.0538 acres (176,582 square feet) of land in the Nathaniel Edwards Survey, Abstract Number 225, City of Hutto, Williamson County, Texas; said 4.0538 acre tract of land being out of a 10.840 acre tract of land conveyed to A-S 64 CR 119-Hwy 79, L.P., as recorded in Williamson County Clerk's File No. 2007069943 and being more particularly described by metes-and-bounds as follows with the bearings being based on the Texas State Plane Coordinate System, Central Zone using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE, at a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the southeast corner of Emory Farms, Section One, according to the map or plat recorded in Cabinet CC, Slide 134 of the Williamson County Plat Records, for the southwest corner of Townwest Commons, Section Three, according to the map or plat recorded in Cabinet CC, Slide 157 of the Williamson County Plat Records, for the northwest corner of Townwest Commons, Section Four, according to the map or plat recorded in Cabinet CC, Slide 292 of the Williamson County Plat Records and for the northeast corner of a 3.569 acre tract of land conveyed to A-S 64 CR 119-Hwy 79, L.P., as recorded in Williamson County Clerk's File No. 2007026603; from which a 1/2-inch iron rod with cap stamped "Vara Land Surveying" found bears North 82° 21' 01" West -- 6.87 feet (called South 82° 26' 09" East -- 7.07 feet);

THENCE, South 06° 56' 06" West -- 200.00 feet (called South 06° 57' 50" West -- 200.01 feet) with the west line of said Townwest Commons, Section Four to a pk nail found for the southeast corner of said 3.569 acre tract and for the northeast corner of said 10.840 acre tract;

THENCE, North 82° 22' 41" West -- 406.51 feet (called South 82° 22' 16" East) with the south line of said 3.569 acre tract and with the north line of said 10.840 acre tract to a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the northeast corner and POINT OF BEGINNING of this tract;

THENCE, South 07° 32' 19" West -- 474.58 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the southeast corner of this tract;

THENCE, North 82° 27' 41" West -- 371.87 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." set in the east right-of-way line of County Road 165 (width varies) and in the west line of said 10.840 acre tract for the southwest corner of this tract; from which the southwest corner of said 10.840 acre tract bears South 07° 32' 19" West -- 135.39 feet (called North 07° 32' 07" East);

THENCE, North 07° 32' 19" East -- 475.12 feet (called North 07° 32' 07" East) with the east right-of-way line of said County Road 165 and with the west line of said 10.840 acre tract to a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the northwest corner of said 10.840 acre tract, for the southwest corner of said 3.569 acre tract and for the northwest corner of this tract;

THENCE, South 82° 22' 41" East -- 371.87 feet (called South 82° 22' 16" East) with the south line of said 3.569 acre tract and with the north line of said 10.840 acre tract to the POINT OF BEGINNING and containing 4.0538 acres (176,582 square feet) of land.

EXHIBIT B

GRANTEE PROPERTY

32.2666 acres of land in the Nathaniel Edwards Survey, Abstract No. 225
City of Hutto, Williamson County, Texas

A FIELD NOTE DESCRIPTION of 32.2666 acres (1,405,532 square feet) of land in the Nathaniel Edwards Survey, Abstract Number 225, City of Hutto, Williamson County, Texas; said 32.2666 acre tract of land being all of Lot 1 and Lot 2, Townwest Commons, Section 5, according to the map or plat recorded in Cabinet EE, Slides 130 and 131 of the Williamson County Plat Records, all of a 1.303 acre tract of land, all of a 11.460 acre tract of land, all of a 3.569 acre tract of land and all of a 10.840 acre tract of land conveyed to A-S 64 CR 119-Hwy 79, L.P., as recorded in Williamson County Clerk's File Nos. 2003057682, 2004057867, 2007026600, 2007026602, 2007026603 and 2007069943; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on the Texas State Plane Coordinate System, Central Zone using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING, at a 1/2-inch iron rod with cap found at the northeast end of a cutback at the intersection of the west right-of-way line of Ed Schmidt Boulevard (County Road 119, width varies) with the north right-of-way line of U.S. Highway 79 (width varies) for a southeast corner of said Lot 1 and for a southeast corner of this tract;

THENCE, South 43° 45' 34" West - 50.01 feet (called South 43° 49' 58" West - 49.99 feet) with said cutback and with the southeast line of said Lot 1 to a 1/2-inch iron rod with cap found at the southwest end of said cutback for a southeast corner of said Lot 1 and for a southeast corner of this tract;

THENCE, South 77° 20' 34" West - 267.66 feet (called South 77° 20' 32" West - 267.45 feet) with the north right-of-way line of said U.S. Highway 79 and with the south line of said Lot 1 to a 1/2-inch iron rod with cap found for the southeast corner of Lot F, Townwest Commons Subdivision, Section One, according to the map or plat recorded in Cabinet W, Slide 148 of the Williamson County Plat Records, conveyed to Sonic Development of Central Texas, as recorded in Williamson County Clerk's File No. 2002068779, for the southwest corner of said Lot 1 and for a southwest corner of this tract;

THENCE, North 12° 43' 17" West - 250.25 feet (called North 12° 43' 45" West - 250.24 feet) with the east line of said Lot F and with the west line of said Lot 1 to a pk nail found in a south line of said Lot 2 for the northeast corner of said Lot F, for the northwest corner of said Lot 1 and for an interior corner of this tract;

THENCE, South 77° 19' 29" West - 189.99 feet (called South 77° 18' 57" West - 190.10 feet) with the north line of said Lot F and with a south line of said Lot 2 to cotton spindle found for the northwest corner of said Lot F for an interior corner of said Lot 2 and for an interior corner of this tract;

THENCE, South 12° 41' 32" East - 250.18 feet (called South 12° 43' 45" East - 250.15 feet) with the west line of said Lot F and with an east line of said Lot 2 to a pk nail found in the north right-of-way line of said U.S. Highway 79 for the southwest corner of said Lot F, for a southeast corner of said Lot 2 and for a southeast corner of this tract;

THENCE, South 77° 18' 33" West - 44.99 feet (called South 77° 20' 32" West - 44.99 feet) with the most southerly line of said Lot 2 and with the north right-of-way line of said U.S. Highway 79 to a pk

nail found for the southeast corner of Lot D of said Townwest Commons Subdivision, Section One, for the southwest corner of said Lot 2 and for a southwest corner of this tract;

THENCE, North 12° 41' 27" West – 250.14 feet (called North 12° 43' 45" West – 250.13 feet) with the east line of said Lot D and with a west line of said Lot 2 to a hole punched in concrete found for the northeast corner of said Lot D, for a southeast corner of said 11.460 acre tract and for an interior corner of this tract;

THENCE, South 77° 19' 57" West – 190.04 feet (called South 77° 18' 57" West – 190.10 feet) with the north line of said Lot D and with a south line of said 11.460 acre tract to a 1/2-inch iron rod found for the northwest corner of said Lot D, for an interior corner of said 11.460 acre tract and for an interior corner of this tract;

THENCE, South 12° 35' 18" East – 209.83 feet (called South 12° 33' 58" East – 209.86 feet) with the west line of said Lot D and with an east line of said 11.460 acre tract to a 3/8-inch iron rod (spinner) found in the north right-of-way line of said U.S. Highway 79 for the southwest corner of said Lot D, for the most southerly southeast corner of said 11.460 acre tract and for a southeast corner of this tract;

THENCE, South 77° 23' 35" West – 339.91 feet (called South 77° 23' 29" West – 339.91 feet) with the north right-of-way line of said U.S. Highway 79 and with the most southerly line of said 11.460 acre tract to a 5/8-inch iron rod with "TXDOT" cap found for the southeast corner of said 1.303 acre tract, for the most southerly southwest corner of said 11.460 acre tract and for an angle point of this tract;

THENCE, South 77° 16' 21" West – 279.33 feet (called South 77° 17' 56" West – 279.40 feet) with the north right-of-way line of said U.S. Highway 79 and with the south line of said 1.303 acre tract to a 5/8-inch iron rod with cap stamped "T.E.A.M." set at the southeast end of a cutback at the intersection of the north right-of-way line of said U.S. Highway 79 with the east right-of-way line of County Road 165 (width varies) for a southwest corner of said 1.303 acre tract and for a southwest corner of this tract;

THENCE, North 47° 13' 58" West – 36.52 feet (called North 47° 13' 06" West – 36.54 feet) with said cutback and with the southwest line of said 1.303 acre tract to a 5/8-inch iron rod with cap stamped "T.E.A.M." set at the northwest end of said cutback for a southwest corner of said 1.303 acre tract and for a southwest corner of this tract;

THENCE, North 07° 35' 39" East (called North 07° 36' 44" East) with the east right-of-way line of said County Road 165, at a distance of 191.93 feet (called 191.93 feet) pass a 1/2-inch iron rod with cap found for the northwest corner of said 1.303 acre tract and for the most westerly southwest corner of said 11.460 acre tract and continuing for a total distance of 727.08 feet (called 727.08 feet) to an angle point of this tract;

THENCE, North 07° 32' 19" East (called North 07° 32' 07" East) with the east right-of-way line of said County Road 165, at a distance of 151.27 feet (called 151.27 feet) pass the northwest corner of said 11.460 acre tract and the southwest corner of said 10.840 acre tract and continuing for a total distance of 761.78 feet (called 761.74 feet) to a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the northwest corner of said 10.840 acre tract, for the southwest corner of said 3.569 acre tract and for an angle point of this tract;

THENCE, North 07° 40' 03" East – 199.99 feet (called North 07° 40' 52" East – 199.99 feet) with the east right-of-way line of said County Road 165 and with the west line of said 3.569 acre tract to a

1/2-inch iron rod with cap stamped "Chaparral" found for the southwest corner of Emory Farms, Section One, according to the map or plat recorded in Cabinet CC, Slide 134 of the Williamson County Plat Records, for the northwest corner of said 3.569 acre tract and for the northwest corner of this tract;

THENCE, South 82° 22' 41" East – 768.96 feet (called South 82° 22' 15" East – 769.08 feet) with the south line of said Emory Farms, Section One and with the north line of said 3.569 acre tract to a 1/2-inch iron rod with cap stamped "Vara Land Surveying" found for an angle point of this tract;

THENCE, South 82° 21' 01" East – 6.87 feet (called South 82° 26' 09" East – 7.07 feet) with the south line of said Emory Farms, Section One and with the north line of said 3.569 acre tract to a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the southeast corner of said Emory Farms, Section One, for the southwest corner of Townwest Commons, Section Three, according to the map or plat recorded in Cabinet CC, Slide 157 of the Williamson County Plat Records, for the northwest corner of Townwest Commons, Section Four, according to the map or plat recorded in Cabinet CC, Slide 292 of the Williamson County Plat Records, for the northeast corner of said 3.569 acre tract and for the most northerly northeast corner of this tract;

THENCE, South 06° 56' 06" West (called South 06° 57' 50" West) with the west line of said Townwest Commons, Section Four, at a distance of 200.00 feet (called 200.01 feet) pass a pk nail found for the southeast corner of said 3.569 acre tract and for the northeast corner of said 10.840 acre tract and continuing for a total distance of 797.83 feet (called 797.72 feet) to a 1/2-inch iron rod with cap found for the southwest corner of said Townwest Commons, Section Four, for the southeast corner of said 10.840 acre tract, for the northeast corner of said 11.460 acre tract, for the northwest corner of said Lot 2 and for an interior corner of this tract;

THENCE, South 83° 18' 56" East – 275.25 feet (called South 83° 18' 20" East – 275.28 feet) with the south line of said Townwest Commons, Section Four and with the north line of said Lot 2 to a pk nail found for an angle point of this tract;

THENCE, South 83° 04' 26" East – 58.10 feet (called South 83° 04' 12" East – 58.14 feet) with the south line of said Townwest Commons, Section Four and with the north line of said Lot 2 to a cotton spindle found for the northwest corner of Lot 3 of said Townwest Commons, Section 5, for the northeast corner of said Lot 2 and for a northeast corner of this tract;

THENCE, South 06° 50' 11" West – 90.55 feet (called South 06° 49' 57" West – 90.38 feet) with a west line of said Lot 3 and with an east line of said Lot 2 to a cotton spindle found for the beginning of a non-tangent curve to the left;

THENCE, in a southerly direction with a west line of said Lot 3, with an east line of said Lot 2 and with said non-tangent curve to the left having a radius of 67.50 feet, a central angle of 19° 39' 11" (called 19° 39' 29"), a length of 23.15 feet (called 23.16 feet) and a chord bearing South 02° 54' 48" East – 23.04 feet (called South 02° 59' 47" East – 23.05 feet) to a broken pk nail found for the end of said non-tangent curve;

THENCE, South 12° 47' 47" East – 165.25 feet (called South 12° 49' 32" East – 165.42 feet) with a west line of said Lot 3 and with an east line of said Lot 2 to a pk nail found in the north line of said Lot 1 for the southwest corner of said Lot 3, for the southeast corner of said Lot 2 and for an interior corner of this tract;

THENCE, North 77° 22' 07" East – 92.30 feet (called North 77° 21' 02" East – 92.27 feet) with the north line of said Lot 1 and with the south line of said Lot 3 to a pk nail found for an angle point of

this tract;

THENCE, South 67° 03' 11" East - 44.50 feet (called South 67° 03' 18" East - 44.40 feet) with the southwest line of said Lot 3 and with the northeast line of said Lot 1 to a pk nail found in the west right-of-way line of said Ed Schmidt Boulevard for the southeast corner of said Lot 3, for the northeast corner of said Lot 1 and for the most easterly northeast corner of this tract;

THENCE, in a southerly direction with the west right-of-way line of said Ed Schmidt Boulevard, with the east line of said Lot 1 and with a non-tangent curve to the left having a radius of 480.00 feet, a central angle of 09° 17' 53" (called 09° 17' 19"), a length of 77.90 feet (called 77.82 feet) and a chord bearing South 12° 02' 22" West - 77.81 feet (called South 12° 06' 08" West - 77.73 feet) to a pk nail found for the end of said non-tangent curve;

THENCE, South 07° 27' 29" West - 134.31 feet (called South 07° 27' 31" West - 134.45 feet) with the west right-of-way line of said Ed Schmidt Boulevard and with the east line of said Lot 1 to the POINT OF BEGINNING and containing 32.2666 acres (1,405,532 square feet) of land.

AND SAID 1.303 ACRES TRACT OF LAND AND A PORTION OF 11.460 ACRES TRACT OF LAND NOW BEING DESCRIBED AS LOTS "A" AND "B" IN BLOCK 1, FINAL PLAT OF TOWNWEST COMMONS SECTION SEVEN, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 2019035180 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SAVE AND EXCEPT THE FOLLOWING 3 TRACTS

Tract 1:

A FIELD NOTE DESCRIPTION of 4.0538 acres (176,582 square feet) of land in the Nathaniel Edwards Survey, Abstract Number 225, City of Hutto, Williamson County, Texas; said 4.0538 acre tract of land being out of a 10.840 acre tract of land conveyed to A-S 64 CR 119-Hwy 79, L.P., as recorded in Williamson County Clerk's File No. 2007069943 and being more particularly described by metes-and-bounds as follows with the bearings being based on the Texas State Plane Coordinate System, Central Zone using National Geodetic Survey Continuously Operating Reference Stations:

COMMENCING FOR REFERENCE, at a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the southeast corner of Emory Farms, Section One, according to the map or plat recorded in Cabinet CC, Slide 134 of the Williamson County Plat Records, for the southwest corner of Townwest Commons, Section Three, according to the map or plat recorded in Cabinet CC, Slide 157 of the Williamson County Plat Records, for the northwest corner of Townwest Commons, Section Four, according to the map or plat recorded in Cabinet CC, Slide 292 of the Williamson County Plat Records and for the northeast corner of a 3.569 acre tract of land conveyed to A-S 64 CR 119-Hwy 79, L.P., as recorded in Williamson County Clerk's File No. 2007026603; from which a 1/2-inch iron rod with cap stamped "Vara Land Surveying" found bears North 82° 21' 01" West – 6.87 feet (called South 82° 26' 09" East – 7.07 feet);

THENCE, South 06° 56' 06" West – 200.00 feet (called South 06° 57' 50" West – 200.01 feet) with the west line of said Townwest Commons, Section Four to a pk nail found for the southeast corner of said 3.569 acre tract and for the northeast corner of said 10.840 acre tract;

THENCE, North 82° 22' 41" West – 406.51 feet (called South 82° 22' 16" East) with the south line of said 3.569 acre tract and with the north line of said 10.840 acre tract to a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the northeast corner and POINT OF BEGINNING of this tract;

THENCE, South 07° 32' 19" West – 474.58 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the southeast corner of this tract;

THENCE, North 82° 27' 41" West – 371.87 feet to a 5/8-inch iron rod with cap stamped "T.E.A.M." set in the east right-of-way line of County Road 165 (width varies) and in the west line of said 10.840 acre tract for the southwest corner of this tract; from which the southwest corner of said 10.840 acre tract bears South 07° 32' 19" West – 135.39 feet (called North 07° 32' 07" East);

THENCE, North 07° 32' 19" East – 475.12 feet (called North 07° 32' 07" East) with the east right-of-way line of said County Road 165 and with the west line of said 10.840 acre tract to a 5/8-inch iron rod with cap stamped "T.E.A.M." set for the northwest corner of said 10.840 acre tract, for the southwest corner of said 3.569 acre tract and for the northwest corner of this tract;

THENCE, South 82° 22' 41" East – 371.87 feet (called South 82° 22' 16" East) with the south line of said 3.569 acre tract and with the north line of said 10.840 acre tract to the POINT OF BEGINNING and containing 4.0538 acres (176,582 square feet) of land.

Tract 2:

A DESCRIPTION OF 3.569 ACRES OF LAND IN THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 21.207 ACRE TRACT DESCRIBED IN A CORRECTION SPECIAL WARRANTY DEED TO CBR CR 119, L.P. DATED MAY 4, 2004, OF RECORD IN DOCUMENT NO. 2004038679, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 3.569 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with PBSJ cap found in the east right-of-way line of County Road 165 (right-of-way width varies) for the southwest corner of the said 21.207 acre tract, being also the northwest corner of an 8.793 acre tract described in Document No. 2003071808 of the Official Public Records of Williamson County, Texas;

THENCE North 07°40'52" East, with the east right-of-way line of County Road 165, being also the west line of the 21.207 acre tract, a distance of 199.99 feet to a 1/2" rebar with Chaparral cap found for the southwest corner of Lot 41, Block A, Final Plat of Emory Farms, Section One, a subdivision of record in Cabinet CC, Slide 134 of the Plat Records of Williamson County, Texas;

THENCE South 82°22'15" East, over and across the said 21.207 acre tract and with the south line of Lot 41, a distance of 769.08 feet to a 1/2" rebar with Chaparral cap found for the southeast corner of Lot 41, also being the southwest corner of Lot 2, Final Plat of Townwest Commons Subdivision, Section 3, a subdivision of record in Cabinet CC, Slide 157 of the Plat Records of Williamson County, Texas;

THENCE South 82°26'09" East, over and across the said 21.207 acre tract, with the south line of Lot 2, a distance of 7.07 feet to a 1/2" rebar with a Chaparral cap found for an angle point in the south line of Lot 2, also being the northwest corner of Lot 1, Block A, Final Plat of Townwest Commons Subdivision, Section 4, a subdivision of record in Cabinet CC, Slide 292 of the Plat Records of Williamson County, Texas;

THENCE South 06°57'50" West, over and across the said 21.207 acre tract and with the west line of Lot 1, a distance of 200.01 feet to a 1/2" rebar with Chaparral cap set in the south line of the 21.207 acre tract, also being the north line of the 8.793 acre tract, from which a 1/2" rebar with Cunningham-Allen cap found bears South 06°57'50" West, a distance of 597.71 feet;

THENCE North 82°22'16" West, with the south line of the 21.207 acre tract and the north line of the 8.793 acre tract, a distance of 778.65 feet to the **POINT OF BEGINNING**, containing 3.569 acres of land, more or less.

Tract 3

0.1296 acres of land in the Nathaniel Edwards Survey, Abstract No. 225, City of Hutto, Williamson County, Texas, dedicated to the Public for ROW purposes per the Final Plat of Townwest Commons, Section Seven, recorded under County Clerk's File No. 2019035180 in the Official Records of Williamson County, Texas.

YMCA SITE PLAN

YMCA SITE PLAN

YMCA Access Easement

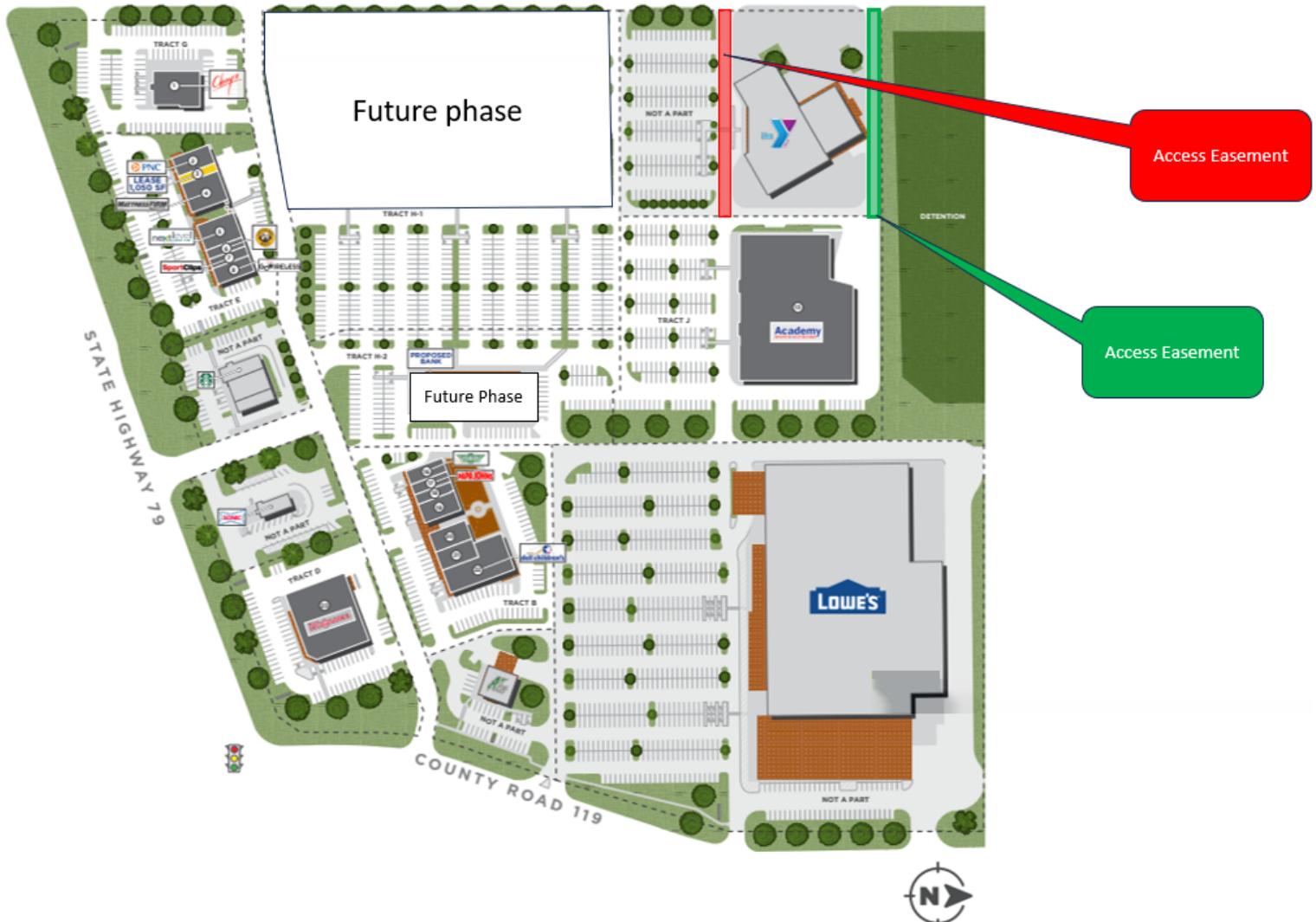
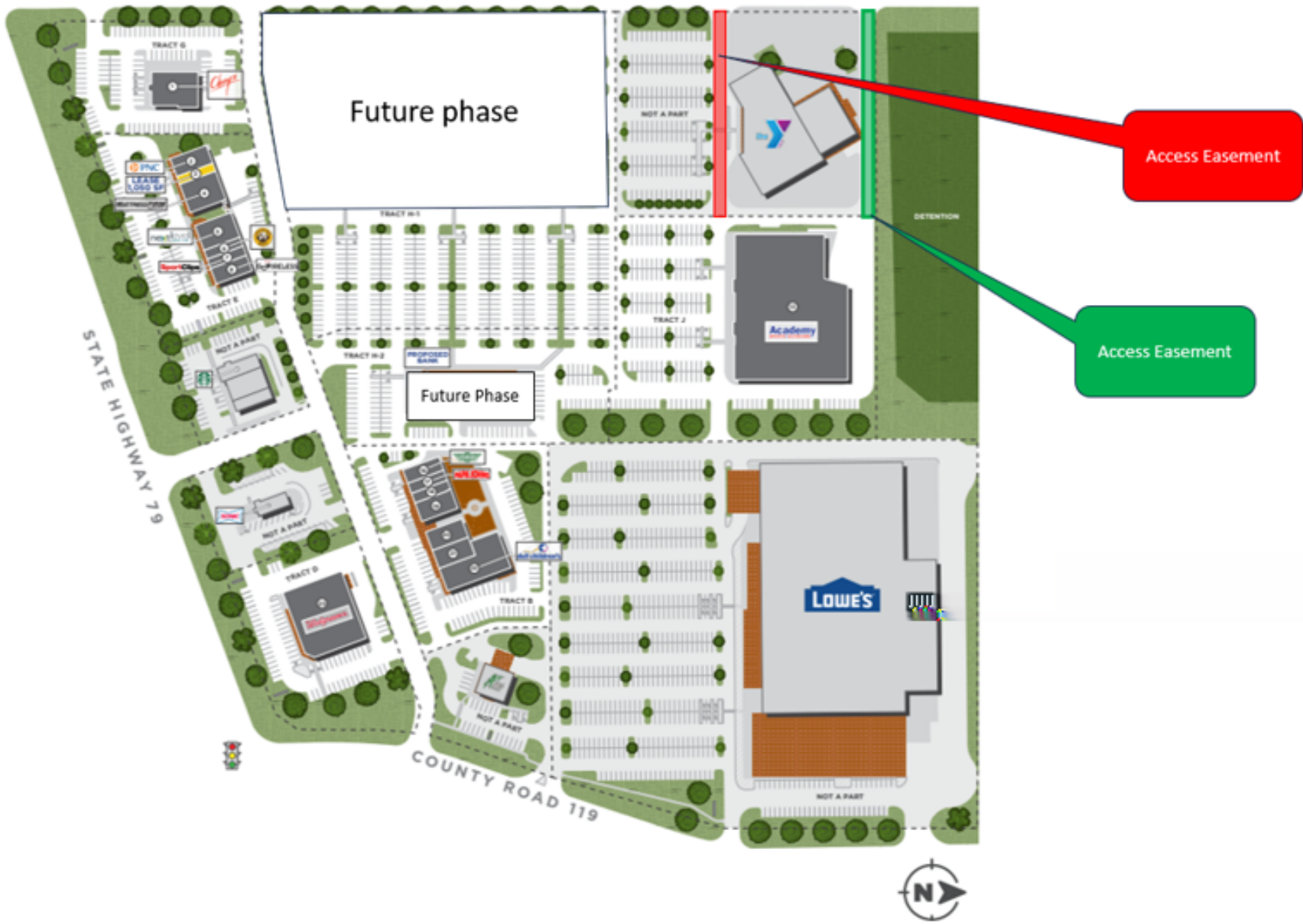


EXHIBIT D

ACADEMY SITE PLAN

Academy Sports + Outdoors Access Easement





After Recording Return to:
American Title Company of Houston
4400 Post Oak Parkway, Suite 1900
Houston, Texas 77027
GF#: 601301-G

Lowe's ECCR
REST
49 PGS

2007026606

EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS

These Easements, Covenants, Conditions and Restrictions (hereinafter referred to as "this ECCR"), are made and entered into as of the date of the last execution hereof, which date is the 29 day of March, 2007, by and between A-S 64 CR 119-Hwy 79, L.P., a Texas limited partnership ("Developer"), and Lowe's Home Centers, Inc., a North Carolina corporation ("Lowe's") (the foregoing parties hereinafter singularly referred to as a "Party" and collectively referred to as the "Parties");

W I T N E S S E T H:

WHEREAS, Lowe's is the owner of that certain tract of real property consisting of approximately 12.63 acres located in Williamson County, State of Texas as more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Lowe's Parcel"); and

WHEREAS, Developer is the owner of a certain tract of real property consisting of approximately 19.079 acres in Williamson County, State of Texas located contiguous with and adjacent to the Lowe's Parcel, which is more particularly described in Exhibit B attached hereto and made a part hereof for all purposes, and comprised of Phase I and Phase II as shown on the Site Plan (the "Developer Parcel"); and

WHEREAS, both the Lowe's Parcel and the Developer Parcel are further designated on the site plan of the overall Shopping Center (as hereinafter defined) development, attached hereto and made a part hereof as Exhibit C (the "Site Plan").

NOW, THEREFORE, the Developer and Lowe's hereby declare, agree, covenant and consent that all of the real property described on Exhibit A and Exhibit B shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are imposed on such real property to run with the real property and be binding on and inure to the benefit of all parties having any right, title or interest in the described Parcels (as hereinafter defined) or any part thereof, their heirs, successors and assigns for the purpose of development and operation of the respective Parcels of Lowe's and Developer in an integrated shopping center and to protect the value of such respective Parcels. Further, in consideration of the premises, the agreements and the covenants of the Parties hereto, the mutual benefits and advantages accruing to them, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

BASIC DEFINITIONS

Section 1.1 "Common Area" shall mean all real property owned by either of the Parties that is part of the Shopping Center and is intended for the common use and enjoyment of the Owners, their successors, assigns, occupants and permittees, including non-dedicated streets.

Section 1.2 "Consenting Party" shall mean and refer to each of the Owner of the Lowe's Parcel and the Owner of the Developer Parcel; "Consenting Parties" shall mean both of such Owners. There shall be only two (2) Consenting Parties for the Shopping Center consisting of only one Consenting

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Consenting Party = NewQuest
Lowe's

HUTTO, TEXAS

Party representing the Developer Parcel and only one Consenting Party representing the Lowe's Parcel. In the event that the Lowe's Parcel or the Developer Parcel are further subdivided, the current Consenting Party shall designate the particular parcel of the subdivided Parcel whose Owner shall succeed as the Consenting Party.

Section 1.3 "Default Rate" shall mean the rate of interest that is the lesser of (i) twelve (12%) per annum and (ii) the maximum rate allowed by applicable law.

Section 1.4 "Nationally Recognized" shall mean retail businesses having at least 80 locations within high quality shopping centers throughout the United States, which use a distinctive and recognizable architectural design that is substantially the same at all of such locations (subject to changes in such prototypical architectural design which evolve over time), and which have a national identity with the public at large.

Section 1.5 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Parcel which is a part of the Shopping Center, as hereinafter defined, but excluding those having such interest merely as security for the performance of any obligation.

Section 1.6 "Parcel" shall mean and refer to any parcel of land shown on the Site Plan. "Outparcel" shall mean and refer to Tract C and Tract D of Phase I, and Tract E, Tract F and Tract G of Phase II, as shown and identified on the Site Plan. Every Outparcel shall be a Parcel from the date of recording of this ECCR, so that all references herein to Parcels shall apply with equal force to Outparcels; however, references to Outparcels shall be specific to Outparcels as herein defined.

Section 1.7 "Phase I", "Phase II" and "Future Phase III" will be the areas so shown on the Site Plan.

Section 1.8 "Regionally Recognized" shall mean retail businesses having at least 40 locations within high quality shopping centers throughout a particular region of the United States, which use a distinctive and recognizable architectural design that is substantially the same at all of such locations (subject to changes in such prototypical architectural design which evolve over time), and which have a regional identity with the public at large.

Section 1.9 "Shopping Center" shall mean and refer to the Lowe's Parcel and the Developer Parcel as shown on the Site Plan.

Site Plan = Phase I ~ Phase II

ARTICLE II

EASEMENTS

Section 2.1 Definitions and Documentation. For the purposes of this Article II, the following will apply:

(a) An Owner granting an easement is called the "Grantor", it being intended that the grant shall thereby bind and include not only such Owner but also its successors and assigns.

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→ 1st Amend adds Phase III

2nd Amend see most current Site Plan

(b) An Owner to whom the easement is granted is called the "Grantee", it being intended that the grant shall benefit and include not only such Owner but also its successors and assigns; although not for the direct benefit of permittees and occupants, the Grantee may permit from time to time its occupants and permittees to use such easements; provided, however, that no such permission nor the division of the dominant estate shall permit or result in a use of the easement in excess of the use contemplated at the date of the creation of such easement.

(c) The term "Building(s)" means any permanently enclosed structure(s) which has (have) been, will be or may be placed, constructed or located on a Parcel within an Owner's Permissible Building Area, (as that term is hereinafter defined in Section 2.1(h)), which for the purpose of this ECCR shall include any appurtenant canopies, supports, loading docks, truck ramps and other outward extensions, but such term does not include Common Area Improvements (as that term is hereinafter defined in Section 2.1(d)).

(d) The term "Common Area Improvements" means all improvements which will be or may be constructed on a Parcel under the terms of this ECCR within the Common Areas, such as parking areas, access and egress drives, service drives, lighting standards, sidewalks, and all other improvements which would be part of the Common Area, and all improvements constructed from time to time in replacement of the same or in such redesign or reconfiguration of the same as may be agreed to by both of the Consenting Parties.

(e) The term "Common Utility Facilities" means utility systems and facilities from time to time situated on or serving the Shopping Center, up to the building wall of any Building, for use or service in common by the Owners or for the service of the Common Area, such as the following: storm drainage, retention and disposal facilities and sanitary sewer systems, manholes, underground domestic and fire protection water systems, underground natural gas systems, underground electric power cables and systems, underground telephone and television cables and systems, and all other utility systems and facilities for such common use or service, including, without limitation, those installed under the provisions of this ECCR and as replacements thereto.

(f) The term "Improvement(s)" means the Building(s) and the Common Area Improvements on a Parcel.

(g) The word "in" with respect to an easement granted "in" a particular Parcel means, as the context may require, "in", "to", "on", "over", "through", "upon", "across", and "under", or any one or more of the foregoing.

(h) The term "Permissible Building Area" means an area on any Parcel designated as such on the Site Plan within which only a Building or structure of a certain size and height may be constructed as hereinafter more fully provided. Without first obtaining the written consent of the Consenting Parties, no building or structure (other than Common Area improvements) shall be erected or maintained outside of a Permissible Building Area. No Building constructed on the Developer Parcel shall

be constructed within 60 feet of any Building on the Lowe's Parcel, and no Building on the Lowe's Parcel shall be constructed within 60 feet of any Building on the Developer Parcel.

(i) The term "Separate Utility Facilities" means any of the following not installed under the terms of this ECCR for use in common by other Owners nor for service of the Common Area: storm drainage facilities and sanitary sewer systems (including, without limitation, underground storm and sanitary sewer systems), underground domestic and fire protection water systems, underground natural gas systems, underground electric power, cables and systems, underground telephone and television cables and systems, and all other utility systems and facilities reasonably necessary for the use or service of any Improvement (as that term is hereinbefore defined in Section 2.1(f)) situated on any Parcel.

(j) With the exception of the self-help easements set forth in Section 2.6, all easements granted herein are non-exclusive and are irrevocable and perpetual.

(k) All easements granted herein shall be easements appurtenant and not easements in gross.

(l) In the event an Owner transfers or conveys a portion of its Parcel in accordance with the terms of this ECCR, those easements granted under this Article II which benefit, bind, and burden the remainder of the Parcel not transferred or conveyed shall benefit, bind, and burden the portion of the Parcel so transferred or conveyed, and those easements granted under this Article II which benefit, bind, and burden the portion so transferred or conveyed shall benefit, bind, and burden the remainder of the Parcel of which it was a part.

(m) All easements granted hereunder and herein shall exist by virtue of this ECCR, without the necessity of confirmation by any other document. Likewise, upon the termination of any easement (in whole or in part) or its release in respect of all or any part of any Parcel, in accordance with the terms hereof, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. However, upon the request of an Owner, the other Owners will sign and acknowledge a document memorializing the existence (including the location and any conditions), or the termination (in whole or in part), or the release (in whole or in part), as the case may be, of any easement, if the form and substance of the document is approved by the other Owners. No grant of an easement pursuant to this Article II shall impose any greater obligation on any Owner to construct or maintain its Building(s) except as expressly provided in this ECCR.

Section 2.2 Easements for Use of Common Area. Each Owner hereby grants to the other Owner(s) easements in the Common Area on its (Grantor's) Parcel for:

- (a) ingress to and egress from the Grantee's Parcel;
- (b) the passage of vehicles (provided, however, the Owner of the Lowe's Parcel and Owners of Parcels in Phase II of the Shopping Center may conduct parking lot sales, and/or other business, and/or display merchandise in the Common Areas on their respective Parcels so long as same does not interfere with ingress and egress and is not in violation of any applicable law or ordinance. Furthermore, notwithstanding anything herein to the contrary, the Owner of the Lowe's Parcel shall have

the right, but not the obligation, to install and maintain a bank teller machine or similar kiosk type structure(s) in its parking areas. Except as set forth above, parking lot sales and/or other business, and/or display of merchandise in the Common Areas is prohibited in the Shopping Center;

(c) the passage and accommodation of pedestrians (provided, however, the Owner of the Lowe's Parcel may display merchandise, conduct sidewalk sales and other business on the sidewalks on the Lowe's Parcel so long as pedestrian passage is not obstructed and so long as at least 5 feet of pedestrian access way is kept clear of sidewalk sales and may otherwise enclose and/or redesign its sidewalk areas without the need of obtaining any other Owner's consent, and provided, further, the other Owners may have sidewalk sales which do not obstruct pedestrian passage and which have at least 5 feet of pedestrian access way kept clear of sidewalk sales and which do not occur more than thirty (30) days in a year nor more than seven (7) consecutive days in a row). Except as set forth above, sidewalk sales and other business on the sidewalks is prohibited in the Shopping Center; and

(d) the doing of such other things as are authorized or required to be done on the Common Area under this ECCR;

Provided, however, that such easements are limited to such portions of the Common Area of the Grantor's Parcel as are now or hereafter from time to time set aside or intended to be set aside, maintained and authorized for such use under this ECCR, specifically including those portions of the Common Area shown on the Site Plan, and provided further that, notwithstanding anything in this ECCR which may be construed to the contrary, the Owners hereby specifically disclaim any intention to create any reciprocal parking easements between the Lowe's Parcel and the Developer Parcel.

Enjoyment and use of the Common Area easements granted by this Section 2.2 shall commence on the date the Common Area Improvements with respect to the Common Area in question are substantially completed.

Each Owner hereby reserves the right to eject from the Common Area on its Parcel any person not authorized to use the same. In addition, each Owner reserves the right to close off the Common Area on its Parcel, or portions thereof, for such reasonable periods of time as may be legally necessary in the reasonable opinion of its attorneys to prevent the acquisition of prescriptive rights by anyone. Before closing off any part of the Common Area as provided above, such Owner must give at least fifteen (15) days prior written notice (or, in an emergency situation, such notice, if any, as may be reasonable) to the Consenting Parties of its intention to do so and must coordinate such temporary closing with the activities of the other Owners so that no unreasonable interference with the operation of the Shopping Center occurs.

The easements provided for in this Section 2.2 are subject to the rights to use and the restrictions on use of the Common Area provided for in this ECCR. No changes shall be made in the Common Area or in the location, configuration or design of Common Area Improvements without the consent of both Consenting Parties (which consent shall not be unreasonably withheld, conditioned or delayed) and except as otherwise herein provided. The Consenting Parties shall have thirty (30) days

NQ must consent to a change.

from receipt of a written request for a change in the Common Area or Common Area Improvements to object. Any objection by a Consenting Party will set forth with particularity the reasons for such objection. If one or both of the Consenting Parties does not object within the thirty (30) day period, then the proposed change shall be deemed approved, provided the request for approval states in bold capital letters that that failure to respond within the thirty (30) day time period will be deemed an approval.

Section 2.3 Easements for Access Drives. Each Owner hereby grants to the other Owner(s) easements for pedestrian and vehicular traffic in those strips of land (not less than the widths therefore set forth on the site improvement plans of such Owner) on its (Grantor's) Parcel which are shown on Site Plan as cross hatched roadways (hereinafter collectively referred to as the "Access Drives") for the purpose of providing ingress to and egress from the Grantee's Parcel and each of State Highway 79, County Road 119 and FM 165, together with the following rights and subject to the following restrictions and reservations:

(a) The use of the Access Drive easements by any person entitled to the use thereof shall be in common with all other such persons. The Access Drive easements and the land upon which they are located shall be considered in all respects part of the Common Area, and the improvements thereon shall be considered in all respects part of the Common Area Improvements;

(b) As further provided in Section 2.8 herein, Grantors of the Access Drive easements agree not to obstruct or interfere in any way with the free flow of pedestrian and vehicular traffic over the roadways which comprise the Access Drives, except to the extent necessary for reasonable repair and maintenance, traffic regulation and control, and to prevent a dedication thereof or the accrual of any prescriptive rights to any person therein; and

(c) Neither the access and egress points nor the drive lanes as shown on the Site Plan shall be changed without the written permission of the Consenting Parties, which consent shall not be unreasonably withheld, delayed, or conditioned.

Section 2.4 Easements for Utility Facilities. Each Owner hereby grants to the other Owner(s) perpetual, non-exclusive easements to its (Grantor's) Parcel, except within such Owner's Permissible Building Area, as shown on the Site Plan, for the installation, use, operation, maintenance, repair, replacement, relocation and removal of Common Utility Facilities and Separate Utility Facilities serving the Parcel of the Grantee.

All Separate Utility Facilities installed in the Common Area, whether installed under this Section 2.4 or otherwise, and all Common Utility Facilities, shall be underground, if reasonably possible, and the location of the Separate Utility Facilities shall be subject to the approval of the Owner across whose Parcel the same are to be located.

Except as otherwise provided herein, the Grantee of any easement for Separate Utility Facilities under this Section 2.4 shall be responsible, as between such Grantee and the Grantor, for the installation, maintenance, repair and removal at Grantee's cost of all Separate Utility Facilities installed by the Grantee pursuant to the easement grant, as well as for all Separate Utility Facilities installed by the

Lowes 1st Amend



REST

2013025290

10 PGS

Recorded by: Texas State Title
GF# Countryside Sobieski

②

**FIRST AMENDMENT TO
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**

This First Amendment to Easements, Covenants, Conditions and Restrictions is made as of November 6, 2012, by and between A-S 64 CR 119-HWY 79, L.P., a Texas limited partnership ("Developer") and LOWE'S HOME CENTERS, INC., a North Carolina corporation ("Lowe's").

WITNESSETH:

WHEREAS, Developer and Lowe's entered into that certain Easement, Covenants, Conditions and Restrictions, dated March 29, 2007, recorded under Document No. 2007026606 of the Official Public Records of Williamson County, Texas (the "ECCR"); and

WHEREAS, the property described on Exhibit A attached ("Phase III") hereto was made subject o the ECCR pursuant to that certain Memorandum Evidencing Property Being Made Subject to the Terms of Easements, Covenants, Conditions and Restrictions Instrument recorded as Document No. 2007069946 of the Official Public Records of Williamson County, Texas; and

WHEREAS, the parties desire to amend the ECR as more particularly set forth below.

NOW THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Developer and Lowe's hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein shall have the meanings ascribed to them in the ECR unless otherwise defined herein.

2. Agreements.

(a) Developer Parcel. Developer Parcel, for purposes of the ECCR, shall be comprised of Phase I, Phase II and Phase III.

(b) Site Plan. The Site Plan attached as Exhibit C to the ECCR as is hereby replaced with the site plan attached hereto as Exhibit C-1.

(c) Parcels. The first sentence of Section 1.6 of the ECCR is hereby deleted in its entirety and replaced with the following:

"'Parcel' shall mean and refer to any parcel of land shown on the Site Plan. 'Outparcel' shall mean and refer to Tract C and Tract D of Phase I, and Tract E-1, Tract E-2, Tract F and Tract G of Phase II, as shown and identified on the Site Plan."

After Recording Return to:
Texas State Title
4700 W. Sam Houston Pkwy. N., Suite 100
Houston, Texas 77041
GF# _____ Sobieski

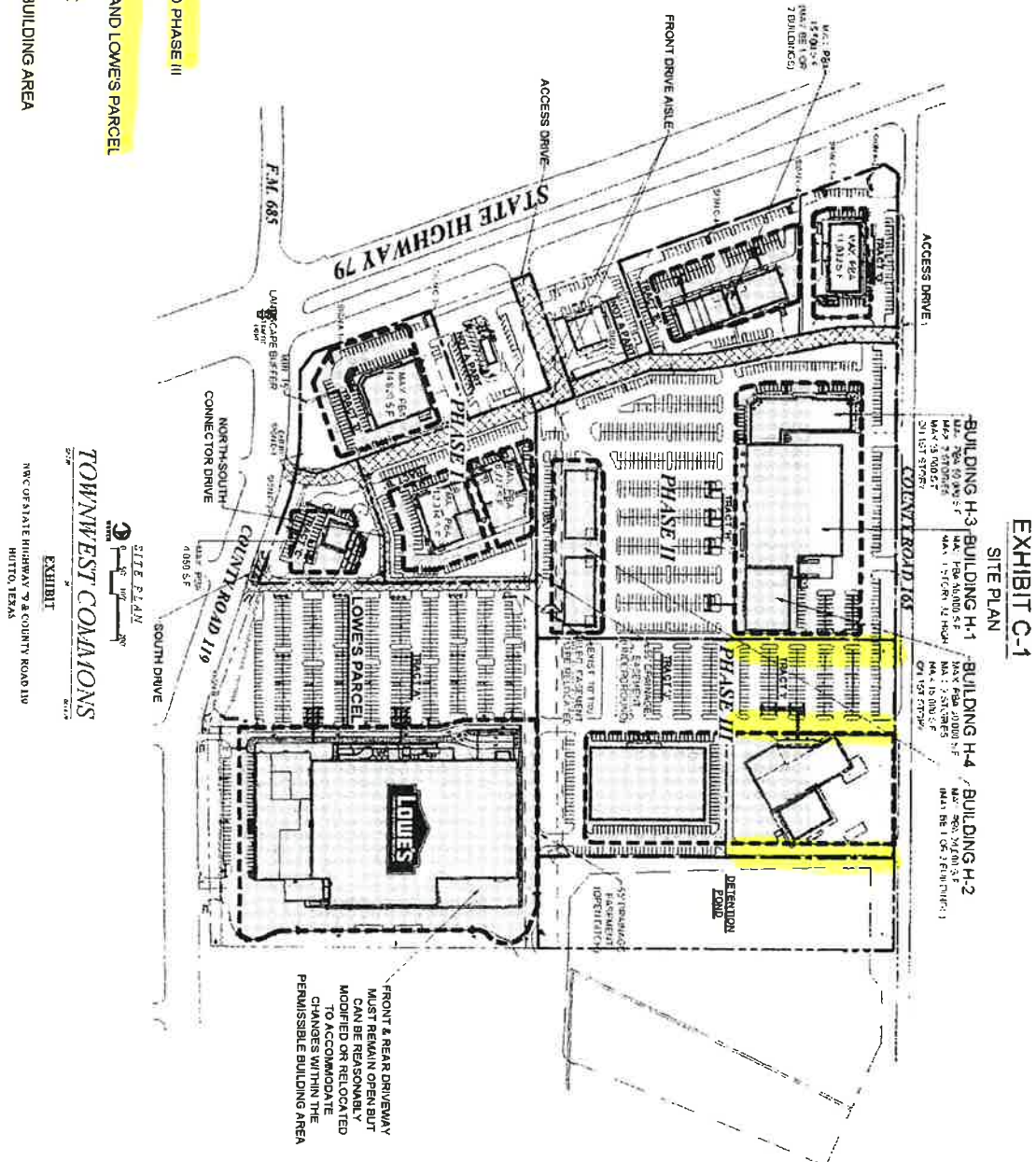
③

DEVELOPER PARCEL:
PHASE I, PHASE II AND PHASE III

SHOPPING CENTER,
DEVELOPER PARCEL, AND LOWE'S PARCEL

ACCESS DRIVE

PERMISSIBLE BUILDING AREA



Driveways on YMCA tract are shown on Site Plan. Not in PBAs. Part of Common Areas.

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

AGENDA ITEM REPORT

14.5.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2024-023 to reject all proposals received in response to the City's Request for Proposals (RFP) for Banking Depository Services (Alberta Barrett)
Meeting: Thursday, January 18, 2024
Department: Finance /
Staff Contact: Alberta Barrett

BACKGROUND INFORMATION:

Pursuant to state law, the City is required to solicit proposals for banking services every five years. In order to comply with state law, the City released a request for proposals (RFP) on December 10th, 2023. The deadline for submission was January 10th, 2024.

The posted RFP indicated that proposals may be submitted to the City electronically. The City received four proposals which were received via the City's e-mail. Texas Government Code 252, Subchapter B. "Competitive Bidding or Competitive Proposals Required", requires that submitted proposals to be sealed. The receipt of these proposals through e-mail does not comply with this requirement. Staff has determined that due to this non-compliance, the received proposals will be rejected and the request for proposals will be revised and reposted. The City will utilize an electronic bidding platform to receive and store the proposals until the submission deadline has closed.

SUMMARY OF REQUEST:

Approval of Resolution to reject the proposals.

STAFF REVIEW:

Staff recommends approval of the resolution to reject all proposals.

FISCAL NOTES:

No known fiscal impact

ATTACHMENTS:

1. Hutto Resolution Rejecting Depository Bids

AGENDA ITEM REPORT

14.5.



RESOLUTION NO. R-2024-023

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
REJECTING ALL BIDS FOR THE RFP 23-12 FOR
BANKING DEPOSITORY SERVICES; REPEALING ALL
RESOLUTIONS IN CONFLICT;; PROVIDING PROPER
NOTICE & MEETING, AND PROVING AN EFFECTIVE
DATE.**

WHEREAS, the City Council desires to reject all bids in response to RFP 23-12 for Banking Depository Services.

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 rejects all bids received in response to RFP 23-12 for Banking Depository Services.

Section 3: All orders, ordinances, and resolutions or parts, thereof, in conflict or are inconsistent with any provision of this resolution shall be repealed to the extent of such conflict, and the provisions of this resolution shall be an remain controlling as to the matters resolved, herein.

Section 4: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon its passage.

RESOLVED this ____ day of _____, 2024.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, Hutto City Secretary

AGENDA ITEM REPORT

14.6.



To: City Council
Subject: Consideration and Discussion of December Monthly Financial Statement (Alberta Barrett)
Meeting: Thursday, January 18, 2024
Department: Finance /
Staff Contact:

BACKGROUND INFORMATION:

For the month ended December 31, 2023, revenues and expenditures are considered to be on track at 25%, with some exceptions footnoted on the financial statements. Total general fund revenues and expenditures are tracking at a similar pace compared to the first quarter of the previous fiscal year; revenues are at 44.47% of budget this year, versus 46.43% in the previous year. Expenditures are at 16.76% of budgeted amounts through the first quarter this fiscal year, compared to 15.22% the previous year.

While sales tax is slightly less than 25% of the budget, City staff expects this to catch up with the opening of a new retailer at the end of November and more businesses being scheduled to open in spring. City staff will continue to monitor collections. The December financial report does not include a sales tax section as that is being revised. However, an update on sales tax will be presented separately at a later date.

SUMMARY OF REQUEST:

STAFF REVIEW:

Staff recommends acceptance of this report

FISCAL NOTES:

Not applicable to this item.

ATTACHMENTS:

1. December 2023 Financial Statement



MONTHLY FINANCIAL REPORT

FOR THE MONTH ENDED DECEMBER 31, 2023

Finance Department

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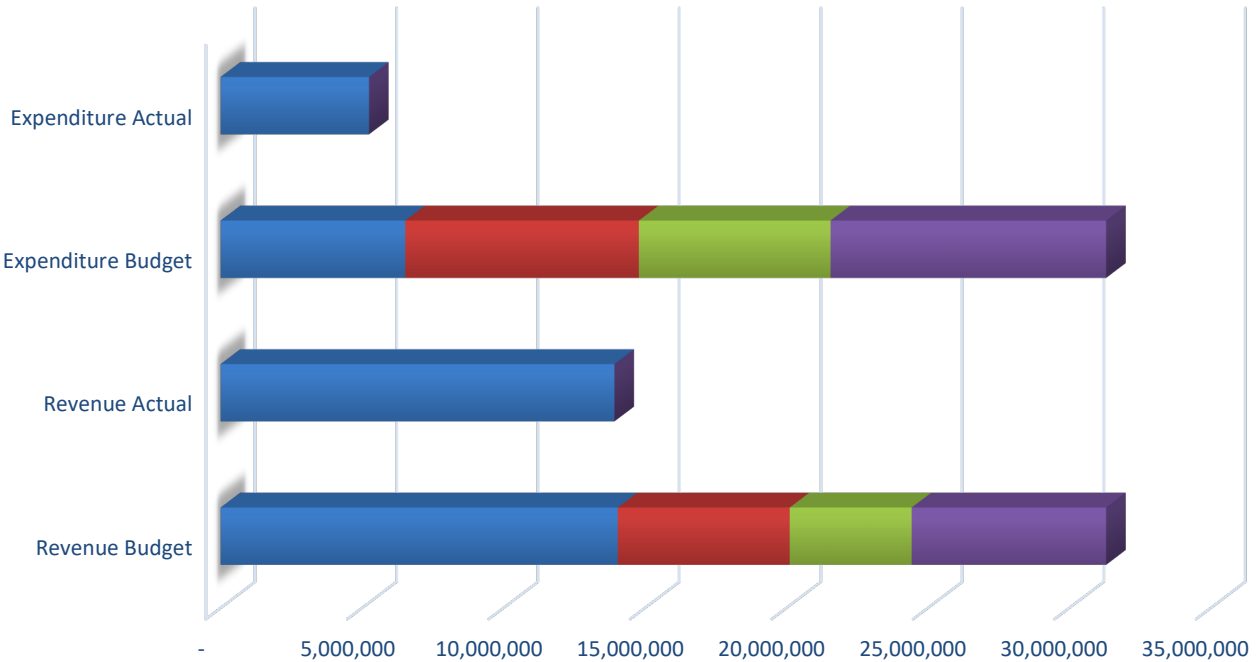
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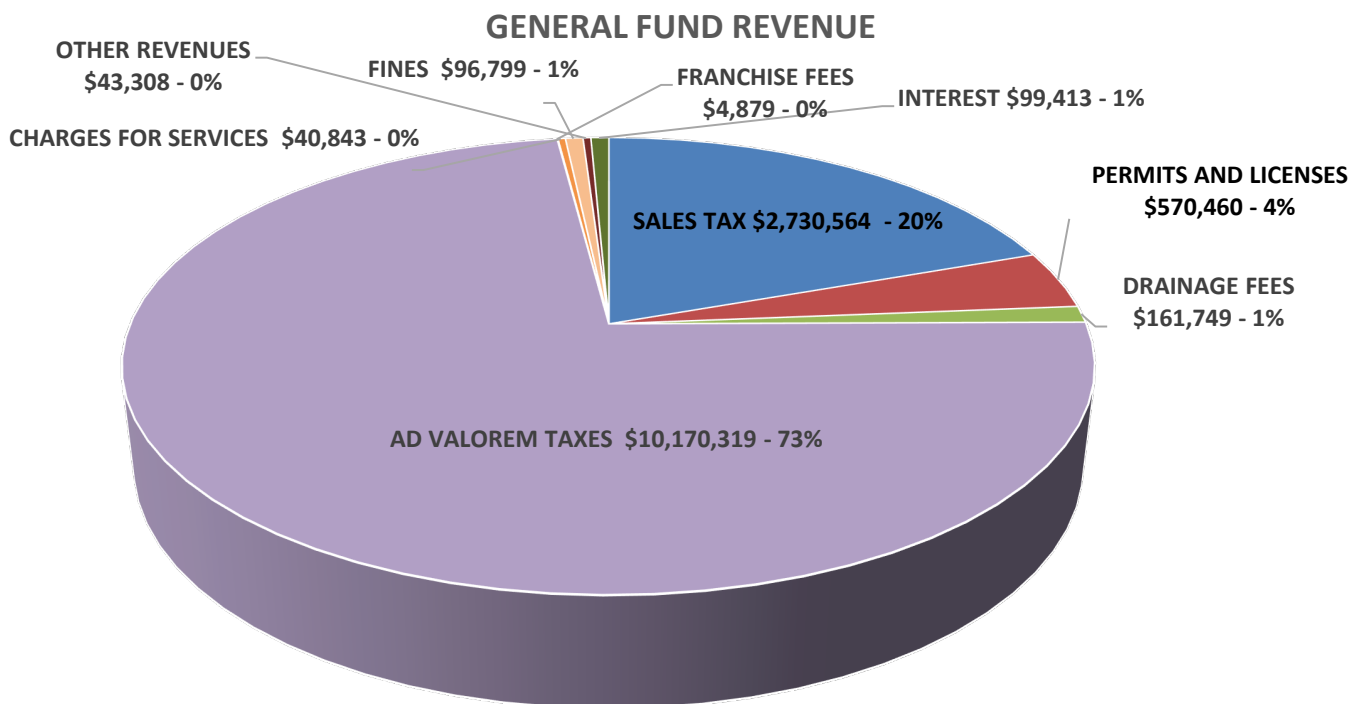
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FINANCIAL DASHBOARD FOR THE MONTH ENDING DECEMBER 31, 2023

General Fund

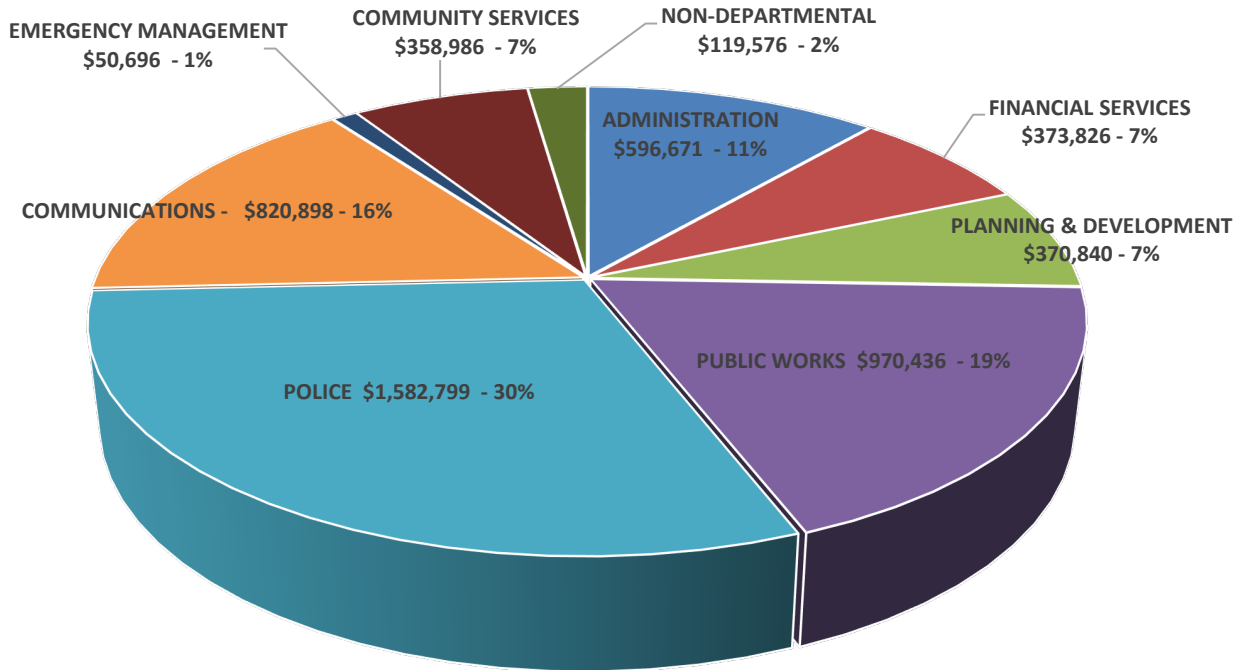


	Revenue Budget	Revenue Actual	Expenditure Budget	Expenditure Actual
Quarter 1	14,037,179	13,918,334	6,525,645	5,244,728
Quarter 2	6,078,083	-	8,256,428	-
Quarter 3	4,309,742	-	6,776,030	-
Quarter 4	6,873,053	-	9,739,956	-

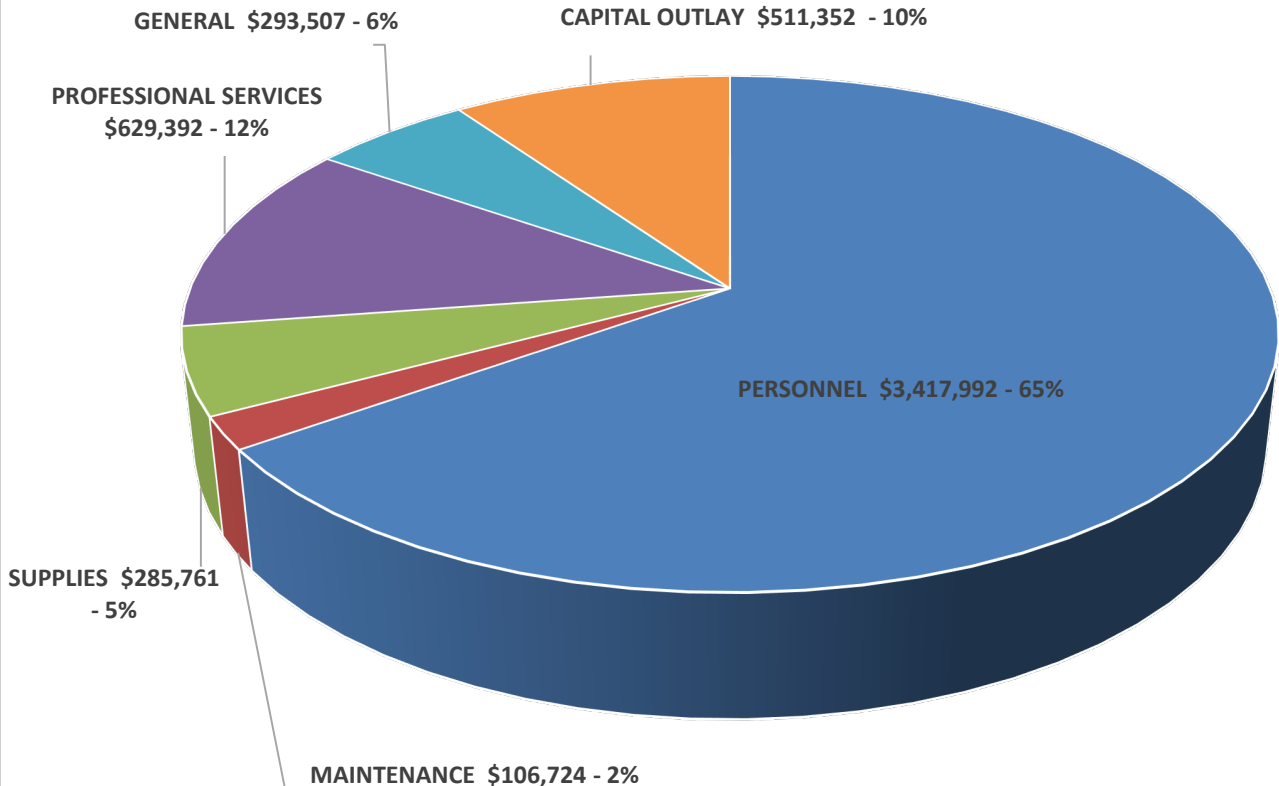


FINANCIAL DASHBOARD FOR THE MONTH ENDING DECEMBER 31, 2023

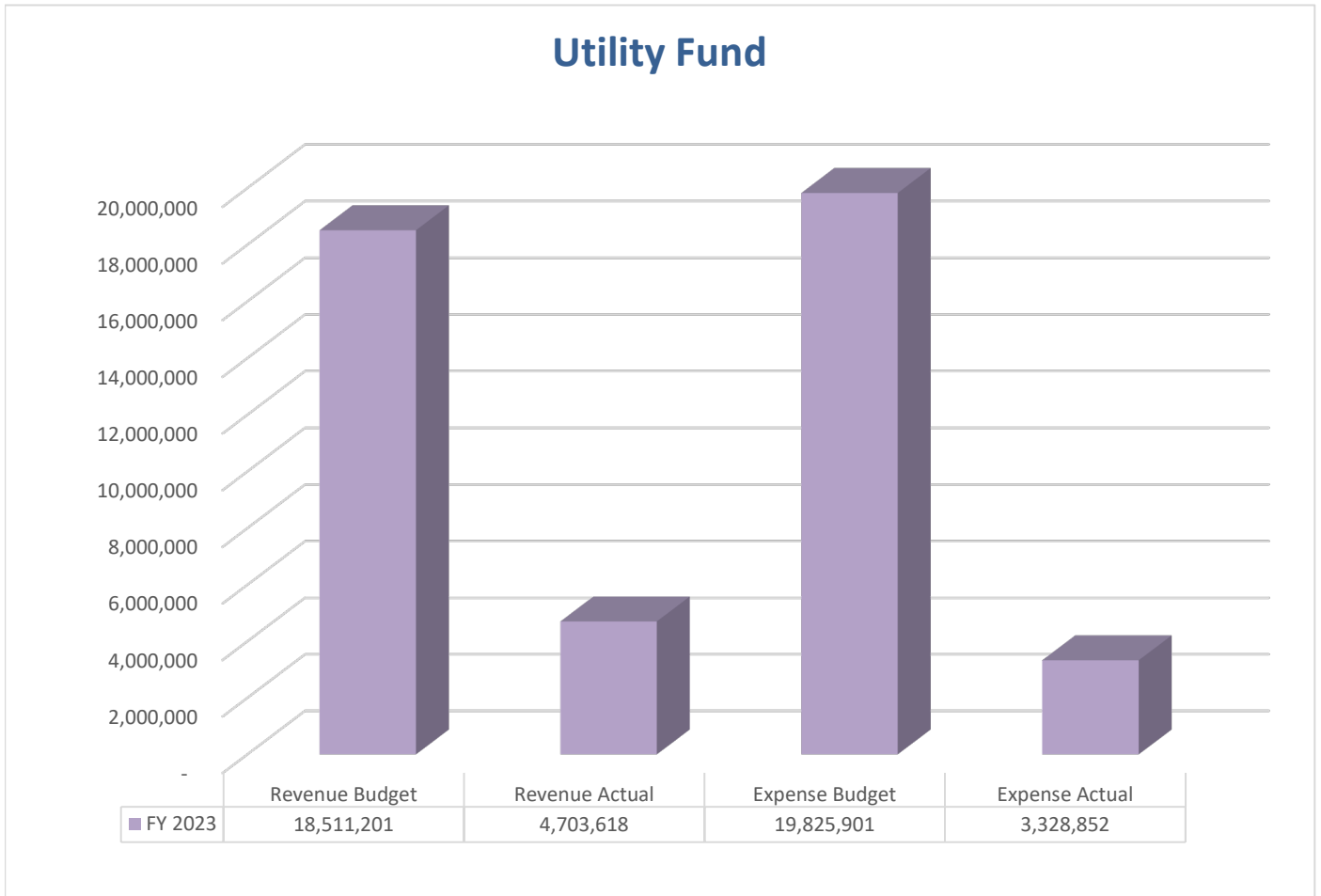
GENERAL FUND EXPENDITURES BY DEPARTMENT (YTD)



GENERAL FUND EXPENDITURES BY TYPE

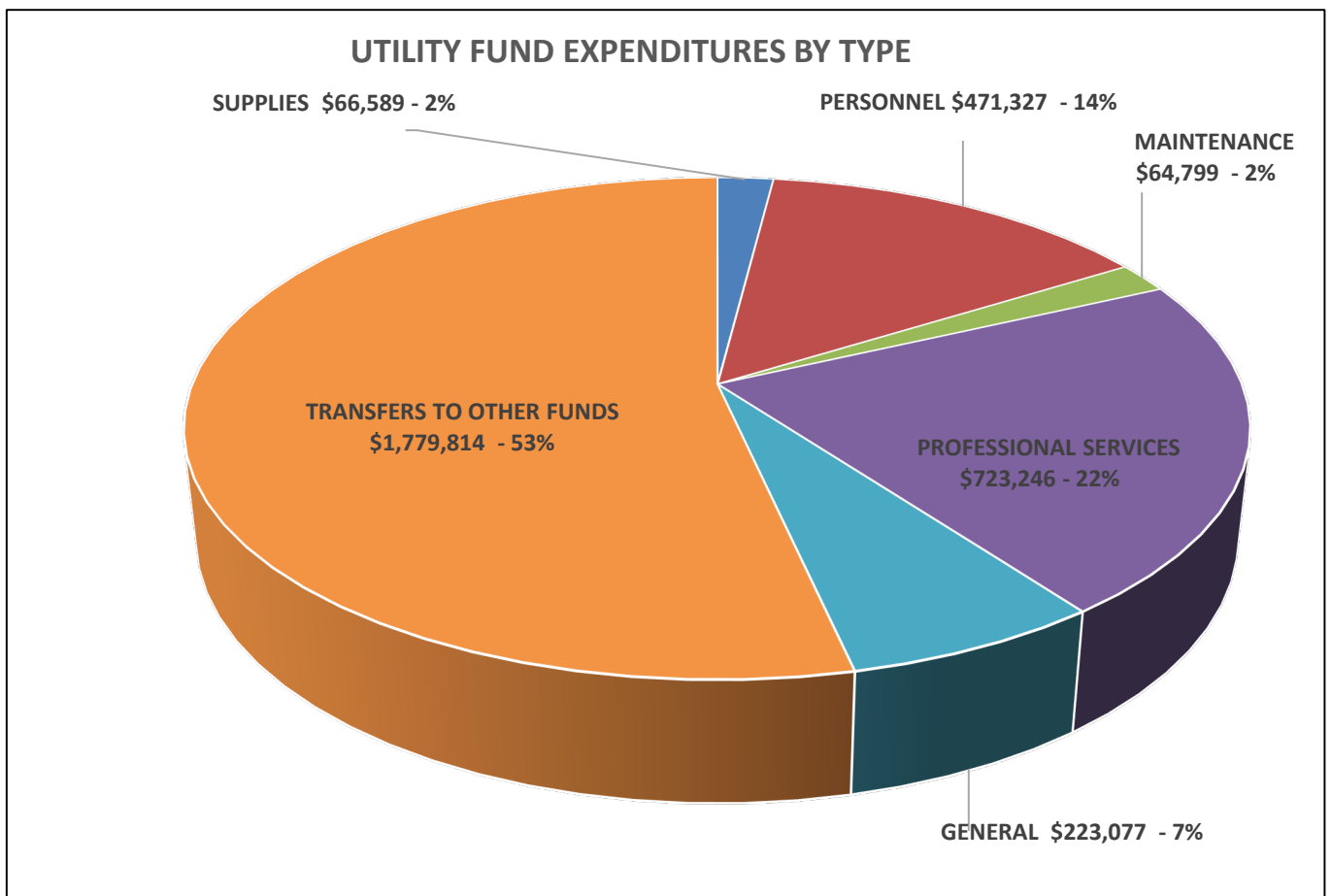
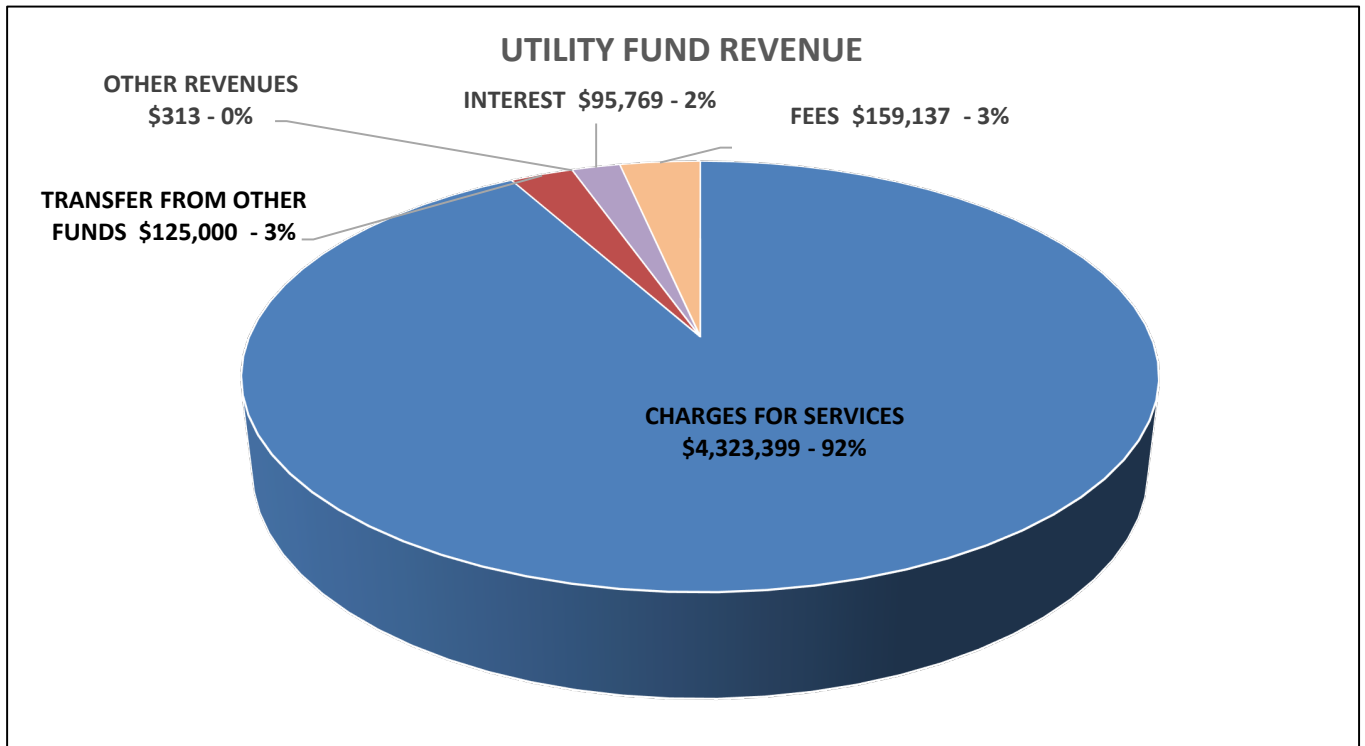


FINANCIAL DASHBOARD FOR THE MONTH ENDING DECEMBER 31, 2023



- Utility revenues totaled \$4,703,618 or 25.41% of the \$18,511,201 budgeted
- A total of \$3,328,852 was expensed during the first quarter, which

FINANCIAL DASHBOARD FOR THE MONTH ENDING DECEMBER 31, 2023



CITY OF HUTTO
GENERAL FUND
STATEMENT OF REVENUES
FOR THE MONTH ENDED DECEMBER 31, 2023

REVENUES	BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET	
AD VALOREM TAXES	\$ 11,837,099	\$ 9,524,405	\$ 10,170,319	\$ (1,666,780)	85.92%	(a)
SALES TAX	11,142,627	1,030,685	2,726,081	(8,416,546)	24.47%	
CITY LIQUOR SALES TAX	53,535	4,483	4,483	(49,052)	8.37%	(b)
FRANCHISE FEES	1,445,250	-	4,879	(1,440,371)	0.34%	(b)
PERMITS AND LICENSES	4,159,810	90,333	570,460	(3,589,350)	13.71%	(c)
CHARGES FOR SERVICES	439,250	24,548	40,843	(398,407)	9.30%	(d)
FINES	351,700	32,906	96,799	(254,901)	27.52%	
DRAINAGE FEES	871,774	53,995	161,749	(710,025)	18.55%	
GRANT REVENUE	20,000	-	-	(20,000)	0.00%	
OTHER REVENUES	127,000	8,774	43,308	(83,692)	34.10%	
INTEREST	500,000	24,255	99,413	(400,587)	19.88%	(e)
SUB - TOTAL	\$ 30,948,045	\$ 10,794,384	\$ 13,918,334	\$ (17,029,711)	44.97%	
TRANSFER FROM OTHER FUNDS	350,012	-	-	(350,012)	0.00%	
TOTAL REVENUES	<u>\$ 31,298,057</u>	<u>\$ 10,794,384</u>	<u>\$ 13,918,334</u>	<u>\$ (17,379,723)</u>	44.47%	

<u>GENERAL FUND SUMMARY</u>	<u>Budget</u>
Budgeted Beginning Fund Balance 10/1/2023	9,746,146
2024 Revenue	31,298,057
2024 Operating Expenditures	29,529,371
2024 One-Time Capital Expenditures	<u>1,768,686</u>
Ending Fund Balance	<u><u>9,746,146</u></u>

Transfer from Cottonwood to General Fund (3,271,454) (f)

Reserve Requirement (5,905,874)

Remaining Unreserved Fund Balance 568,818

(a) Property taxes are due at the end of January, so the majority of collections are typically received in December and January

(b) Receipts for these line items are not received until several months into the fiscal year

(c) Several permits and licenses revenue lines are seasonal; first quarter results are not unexpected

(d) Majority of receipts are collected in summer for summer camp and other park programs

(e) Interest lower than budgeted due to absorption of Cottonwood Development Corporation negative cash. Interest earnings expected to increase in coming months due to higher general fund cash balances as a result of property tax receipts.

(f) General fund to absorb the Cottonwood Development Corporation's negative fund balance (page 14) after discussions with City finance staff and external auditors due to Corporation's inability to generate revenue and lack of assets.

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED DECEMBER 31, 2023

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
ADMINISTRATION					
PERSONNEL	\$ 976,490	\$ 109,076	\$ 218,659	\$ 757,831	22.39%
SUPPLIES	32,145	2,759	8,180	23,965	25.45%
PROFESSIONAL SERVICES	10,900	-	1,355	9,545	12.43%
GENERAL	57,420	9,020	13,973	43,447	24.33%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL ADMINISTRATION	\$ 1,076,955	\$ 120,855	\$ 242,167	\$ 834,788	22.49%
CITY COUNCIL					
PERSONNEL	\$ 74,338	\$ 5,336	\$ 13,528	\$ 60,810	18.20%
SUPPLIES	16,190	612	1,981	14,209	12.24%
PROFESSIONAL SERVICES	8,953	50	150	8,803	1.68%
GENERAL	546,187	-	22,510	523,677	4.12%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CITY COUNCIL	\$ 645,668	\$ 5,998	\$ 38,169	\$ 607,499	5.91%
LEGAL					
PROFESSIONAL SERVICES	\$ 445,000	\$ 39,056	\$ 110,876	334,124	24.92%
TOTAL LEGAL	\$ 445,000	\$ 39,056	\$ 110,876	\$ 334,124	24.92%
HUMAN RESOURCES					
PERSONNEL	\$ 507,625	\$ 55,523	\$ 113,357	\$ 394,268	22.33%
SUPPLIES	47,180	2,282	14,746	32,434	31.25%
PROFESSIONAL SERVICES	119,055	6,810	34,532	84,523	29.01%
GENERAL	49,621	5,496	7,923	41,698	15.97%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL HUMAN RESOURCES	\$ 723,481	\$ 70,111	\$ 170,558	\$ 552,923	23.57%
ECONOMIC DEVELOPMENT					
PERSONNEL	\$ 415,251	\$ 10,500	\$ 24,969	\$ 390,282	6.01%
SUPPLIES	15,682	-	328	15,354	2.09%
MAINTENANCE	-	-	-	-	0.00%
PROFESSIONAL SERVICES	38,155	-	27	38,128	0.07%
GENERAL	15,540	2,514	9,578	5,962	61.63%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL ECONOMIC DEVELOPMENT	\$ 484,628	\$ 13,014	\$ 34,902	\$ 449,726	7.20%
FINANCE					
PERSONNEL	\$ 1,129,154	\$ 85,672	\$ 192,303	\$ 936,851	17.03%
SUPPLIES	5,500	277	555	4,945	10.09%
PROFESSIONAL SERVICES	270,066	9,179	15,149	254,917	5.61%
GENERAL	132,500	17,686	47,593	84,907	35.92%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL FINANCE	1,537,220	112,814	255,600	1,281,620	16.63%
MUNICIPAL COURT					
PERSONNEL	\$ 395,404	\$ 43,669	\$ 96,146	\$ 299,258	24.32%
SUPPLIES	7,250	181	430	6,820	5.93%
PROFESSIONAL SERVICES	29,750	129	15,827	13,923	53.20%
GENERAL	37,600	1,971	5,823	31,777	15.49%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL MUNICIPAL COURT	\$ 470,004	\$ 45,950	\$ 118,226	\$ 351,778	25.15%

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED DECEMBER 31, 2023

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
PLANNING & DEVELOPMENT					
PERSONNEL	\$ 1,272,580	\$ 134,278	\$ 282,564	\$ 990,016	22.20%
SUPPLIES	16,950	-	708	16,242	4.18%
PROFESSIONAL SERVICES	913,900	55,499	80,377	833,523	8.79%
GENERAL	41,199	3,808	7,192	34,007	17.46%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL PLANNING & DEVELOPMENT	\$ 2,244,629	\$ 193,585	\$ 370,841	\$ 1,873,788	16.52%
ENGINEERING					
PERSONNEL	\$ 651,500	\$ 70,474	\$ 121,037	530,463	18.58%
SUPPLIES	\$ 10,386	\$ 314	\$ 957	9,429	9.21%
PROFESSIONAL SERVICES	184,150	-	18,844	165,306	10.23%
GENERAL	39,053	1,949	2,099	36,954	5.37%
TOTAL ENGINEERING	\$ 885,089	\$ 72,737	\$ 142,937	\$ 742,152	16.15%
CONSTRUCTION INSPECTION					
PERSONNEL	\$ 440,730	\$ 38,097	\$ 82,199	\$ 358,531	18.65%
SUPPLIES	22,980	-	5,116	17,864	22.26%
MAINTENANCE	1,400	-	-	1,400	0.00%
PROFESSIONAL SERVICES	51,800	-	4,235	47,565	8.18%
GENERAL	6,500	-	912	5,588	14.03%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CONSTRUCTION INSPECTION	\$ 523,410	\$ 38,097	\$ 92,462	\$ 430,948	17.67%
STREETS & DRAINAGE					
PERSONNEL	\$ 1,129,960	\$ 66,063	\$ 140,019	\$ 989,941	12.39%
SUPPLIES	146,371	1,310	19,673	126,698	13.44%
MAINTENANCE	1,628,396	11,071	19,037	1,609,359	1.17%
PROFESSIONAL SERVICES	763,000	24,908	35,642	727,358	4.67%
GENERAL	268,785	3,749	28,541	240,244	10.62%
CAPITAL OUTLAY	1,096,825	311,037	492,124	604,701	44.87%
TOTAL STREETS & DRAINAGE	\$ 5,033,337	\$ 418,138	\$ 735,036	\$ 4,298,301	14.60%
POLICE					
PERSONNEL	\$ 6,806,048	\$ 691,238	\$ 1,475,937	\$ 5,330,111	21.69%
SUPPLIES	511,759	6,130	44,707	467,052	8.74%
MAINTENANCE	12,200	-	17	12,183	0.14%
PROFESSIONAL SERVICES/FEES	1,218,015	1,501	45,128	1,172,887	3.71%
GENERAL	159,550	3,203	12,570	146,980	7.88%
CAPITAL OUTLAY	199,428	4,440	4,440	194,988	2.23%
TOTAL POLICE	\$ 8,907,000	\$ 706,512	\$ 1,582,799	\$ 7,324,201	17.77%
CITY SECRETARY					
PERSONNEL	\$ 248,184	\$ 27,663	\$ 57,320	\$ 190,864	23.10%
SUPPLIES	1,450	-	528	922	36.41%
PROFESSIONAL SERVICES	120,500	1,763	17,530	102,970	14.55%
GENERAL	14,500	44	1,873	12,627	12.92%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CITY SECRETARY	\$ 384,634	\$ 29,470	\$ 77,251	\$ 307,383	20.08%

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED DECEMBER 31, 2023

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
COMMUNICATIONS					
PERSONNEL	\$ 473,218	\$ 52,864	\$ 109,574	\$ 363,644	23.16%
SUPPLIES	5,980	55	403	5,577	6.74%
PROFESSIONAL SERVICES	146,859	1,635	47,659	99,200	32.45%
GENERAL	16,885	1,650	1,938	14,947	11.48%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL COMMUNICATIONS	\$ 642,942	\$ 56,204	\$ 159,574	\$ 483,368	24.82%
LIBRARY					
PERSONNEL	\$ 489,787	\$ 41,491	\$ 79,682	\$ 410,105	16.27%
SUPPLIES	70,410	1,958	12,214	58,196	17.35%
PROFESSIONAL SERVICES	3,400	36	2,638	762	0.00%
GENERAL	15,000	512	1,041	13,959	6.94%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL LIBRARY	\$ 578,597	\$ 43,997	\$ 95,575	\$ 483,022	16.52%
COMMUNITY RELATIONS					
PERSONNEL	\$ 211,806	\$ 23,466	\$ 48,920	\$ 162,886	23.10%
SUPPLIES	320,360	17,899	129,874	190,486	40.54%
PROFESSIONAL SERVICES	524,450	1,739	7,516	516,934	1.43%
GENERAL	17,500	3,318	5,862	11,638	33.50%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL COMMUNITY RELATIONS	\$ 1,074,116	\$ 46,422	\$ 192,172	\$ 881,944	17.89%
INFORMATION TECHNOLOGY					
PERSONNEL	\$ 400,541	\$ 34,580	\$ 72,119	\$ 328,422	18.01%
SUPPLIES	85,474	13,163	19,768	65,706	23.13%
PROFESSIONAL SERVICES	780,120	21,067	194,831	585,289	24.97%
GENERAL	20,320	333	333	19,987	1.64%
CAPITAL OUTLAY	191,175	9,278	9,278	181,897	0.00%
TOTAL INFORMATION TECHNOLOGY	\$ 1,477,630	\$ 78,421	\$ 296,329	\$ 1,181,301	20.05%
EMERGENCY MANAGEMENT					
PERSONNEL	\$ 258,209	\$ 34,995	\$ 41,923	\$ 216,286	16.24%
SUPPLIES	20,804	-	3,264	17,540	15.69%
PROFESSIONAL SERVICES	23,699	-	-	23,699	0.00%
GENERAL	5,177	-	-	5,177	0.00%
CAPITAL OUTLAY	39,410	-	5,510	33,900	0.00%
TOTAL EMERGENCY MANAGEMENT	\$ 347,299	\$ 34,995	\$ 50,697	\$ 296,602	14.60%
PARKS & RECREATION					
PERSONNEL	\$ 1,126,131	\$ 91,472	\$ 178,844	\$ 947,287	15.88%
SUPPLIES	154,230	3,325	14,968	139,262	9.70%
MAINTENANCE	120,600	7,069	19,718	100,882	16.35%
PROFESSIONAL SERVICES	374,200	-	5,608	368,592	1.50%
GENERAL	69,999	839	6,243	63,756	8.92%
CAPITAL OUTLAY	8,000	-	-	8,000	0.00%
TOTAL PARKS & RECREATION	\$ 1,853,160	\$ 102,705	\$ 225,381	\$ 1,627,779	12.16%

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED DECEMBER 31, 2023

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
FLEET MAINTENANCE					
PERSONNEL	\$ 172,505	\$ 10,787	\$ 22,487	\$ 150,018	13.04%
SUPPLIES	4,400	-	125	4,275	2.84%
MAINTENANCE	83,860	5,429	19,155	64,705	22.84%
PROFESSIONAL SERVICES	8,720	95	728	7,992	8.35%
GENERAL	2,000	-	-	2,000	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL FLEET MAINTENANCE	<u>\$ 271,485</u>	<u>\$ 16,311</u>	<u>\$ 42,495</u>	<u>\$ 228,990</u>	<u>15.65%</u>
FACILITY MAINTENANCE					
PERSONNEL	\$ 203,298	\$ 22,306	\$ 46,405	\$ 156,893	22.83%
SUPPLIES	30,140	1,318	4,349	25,791	14.43%
MAINTENANCE	497,000	3,626	18,546	478,454	3.73%
PROFESSIONAL SERVICES	129,858	6,700	20,100	109,758	15.48%
GENERAL	4,000	-	1,711	2,289	42.78%
CAPITAL OUTLAY	233,848	-	-	233,848	0.00%
TOTAL FACILITY MAINTENANCE	<u>\$ 1,098,144</u>	<u>\$ 33,950</u>	<u>\$ 91,111</u>	<u>\$ 1,007,033</u>	<u>8.30%</u>
NON-DEPARTMENTAL					
SUPPLIES	\$ 13,500	\$ 166	\$ 2,890	\$ 10,610	21.41%
MAINTENANCE	-	-	-	-	0.00%
PROFESSIONAL SERVICES	18,700	-	894	17,806	0.00%
GENERAL	561,431	36,257	115,792	445,639	20.62%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL NON-DEPARTMENTAL	<u>\$ 593,631</u>	<u>\$ 36,423</u>	<u>\$ 119,576</u>	<u>\$ 474,055</u>	<u>20.14%</u>
TOTAL EXPENDITURES	<u><u>\$ 31,298,059</u></u>	<u><u>\$ 2,315,767</u></u>	<u><u>\$ 5,244,728</u></u>	<u><u>\$ 26,053,331</u></u>	<u><u>16.76%</u></u>

CITY OF HUTTO
OTHER GOVERNMENTAL FUNDS
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE MONTH ENDED DECEMBER 31, 2023

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
DEBT SERVICE					
REVENUES	\$ 6,415,751	\$ 4,422,028	\$ 4,729,357	\$ (1,686,394)	73.71%
EXPENDITURES	6,415,751	\$ -	\$ -	6,415,751	0.00%
NET CHANGE	\$ (0)	\$ 4,422,028	\$ 4,729,357	\$ 4,729,357	
COURT FUNDS					
REVENUES	\$ 27,780	\$ 2,710	\$ 9,241	\$ (18,539)	33.26%
EXPENDITURES	57,906	663	1,200	56,706	2.07%
NET CHANGE	\$ (30,126)	\$ 2,047	\$ 8,041	\$ 38,167	
HOTEL TAX FUND					
REVENUES	\$ 193,000	\$ 1,013	\$ 7,049	\$ (185,951)	3.65%
EXPENDITURES	355,000	-	-	355,000	0.00%
NET CHANGE	\$ (162,000)	\$ 1,013	\$ 7,049	\$ 169,049	
HUTTO POLICE SEIZURE FUND					
REVENUES	\$ 6,000	\$ 43	\$ 309	\$ (5,691)	5.14%
EXPENDITURES	20,000	-	-	20,000	0.00%
NET CHANGE	\$ (14,000)	\$ 43	\$ 309	\$ 14,309	
POLICE LEOSE FUNDS					
REVENUES	\$ 2,850	\$ 12	\$ 126	\$ (2,724)	0.00%
EXPENDITURES	16,000	2,339	\$ 8,185	7,815	51.15%
NET CHANGE	\$ (13,150)	\$ (2,327)	\$ (8,059)	\$ 5,091	
PARKS IMPROVEMENTS & ACQUISITION FUND (FORMERLY PARK IMPROVEMENT FUND)					
REVENUES	\$ 715,000	\$ 4,455	\$ 122,207	\$ (592,793)	17.09%
EXPENDITURES	1,752,500	79,284	\$ 308,115	1,444,385	17.58%
NET CHANGE	\$ (1,037,500)	\$ (74,829)	\$ (185,908)	\$ 851,592	
PEG CAPITAL FUND					
REVENUES	\$ 26,105	\$ 192	\$ 1,334	\$ (24,771)	5.11%
EXPENDITURES	110,832	-	\$ -	110,832	0.00%
NET CHANGE	\$ (84,727)	\$ 192	\$ 1,334	\$ 86,062	

CITY OF HUTTO
OTHER GOVERNMENTAL FUNDS
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE MONTH ENDED DECEMBER 31, 2023

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
<u>GENERAL CAPITAL IMPROVEMENT FUNDS</u>					
2022 GO BONDS					
REVENUES	\$ 19,585,931	\$ 36,940	\$ 220,557	\$ (19,365,374)	1.13%
EXPENDITURES	19,585,931	55,795	765,707	18,820,223	3.91%
NET CHANGE	\$ 0	\$ (18,854)	\$ (545,151)	\$ (545,151)	
2023 GO BONDS					
REVENUES	\$ -	\$ 23,090	\$ 131,704	\$ 131,704	100.00%
EXPENDITURES	12,000,000	-	-	12,000,000	0.00%
NET CHANGE	\$ (12,000,000)	\$ 23,090	\$ 131,704	\$ 12,131,704	
2023A GO BONDS					
REVENUES	\$ 11,000,000	\$ 57,576	\$ 11,220,949	\$ 220,949	100.00%
EXPENDITURES	11,000,000	-	156,852	10,843,148	98.57%
NET CHANGE	\$ -	\$ 57,576	\$ 11,064,097	\$ 11,064,097	
COMMUNITY BENEFIT FUND					
REVENUES	\$ 159,608	\$ 7,887	\$ 44,442	\$ (115,166)	27.84%
EXPENDITURES	1,750,000	-	-	1,750,000	0.00%
NET CHANGE	\$ (1,590,392)	\$ 7,887	\$ 44,442	\$ 1,634,834	
TRANSPORTATION IMPROVEMENT FUND					
REVENUES	\$ 2,265,000	\$ 54,589	\$ 612,260	\$ (1,652,740)	27.03%
EXPENDITURES	2,844,600	-	-	(2,844,600)	0.00%
NET CHANGE	\$ (579,600)	\$ 54,589	\$ 612,260	\$ (4,497,340)	
ARPA FUNDS					
REVENUES	\$ 10,250,000	\$ 10,843	\$ 73,150	\$ (10,176,850)	0.71%
EXPENDITURES	16,500,000	-	-	16,500,000	0.00%
NET CHANGE	\$ (6,250,000)	\$ 10,843	\$ 73,150	\$ 6,323,150	
ECONOMIC DEVELOPMENT CORPORATION (EDC)					
REVENUES	\$ 13,618,126	\$ 225,421	\$ 901,222	\$ (12,716,904)	6.62%
EXPENDITURES	4,186,930	92,516	309,688	3,877,242	7.40%
NET CHANGE	\$ 9,431,196	\$ 132,906	\$ 591,534	\$ (8,839,663)	

CITY OF HUTTO
UTILITY FUNDS
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH ENDED DECEMBER 31, 2023

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
UTILITY DEBT SERVICE					
REVENUES	\$ 10,733,969	\$ 895,669	\$ 2,710,573	\$ (8,023,396)	25.25%
EXPENSES	6,967,747	582,722	1,729,369	5,238,378	24.82%
NET CHANGE	<u>\$ 3,766,222</u>	<u>\$ 312,947</u>	<u>\$ 981,204</u>	<u>\$ (2,785,018)</u>	
UTILITY IMPACT FEES FUND					
REVENUES	\$ 9,900,000	\$ 2,807,543	\$ 3,976,523	\$ (5,923,477)	40.17%
EXPENSES	3,585,090	290,424	871,273	2,713,817	24.30%
NET CHANGE	<u>\$ 6,314,910</u>	<u>\$ 2,517,119</u>	<u>\$ 3,105,250</u>	<u>\$ (3,209,660)</u>	
UTILITY CIP FUNDS					
REVENUES	\$ 136,183,151	\$ 70,546	\$ 437,453	\$ (135,745,698)	0.32%
EXPENSES	39,146,769	1,575,180	5,144,918	34,001,851	13.14%
NET CHANGE	<u>\$ 97,036,382</u>	<u>\$ (1,504,634)</u>	<u>\$ (4,707,465)</u>	<u>\$ (101,743,847)</u>	
SOLID WASTE FUND					
REVENUES	\$ 3,043,745	\$ 232,345	\$ 677,974	\$ (2,365,771)	22.27%
EXPENSES	3,043,745	200,203	399,887	2,643,858	13.14%
	<u>\$ -</u>	<u>\$ 32,141</u>	<u>\$ 278,087</u>	<u>\$ 278,087</u>	

CITY OF HUTTO
UTILITY FUND
STATEMENT OF REVENUES & EXPENSES
FOR THE MONTH ENDED DECEMBER 31, 2023

	BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES					
CHARGES FOR SERVICES	\$ 16,675,915	\$ 1,335,818	\$ 4,323,399	\$ (12,352,516)	25.93%
FEES	613,850	61,630	159,137	(454,713)	25.92%
OTHER REVENUES	600,000	-	313	(599,687)	0.05%
INTEREST	121,436	15,894	95,769	(25,666)	78.86%
SUB - TOTAL	\$ 18,011,201	\$ 1,413,342	\$ 4,578,618	\$ (13,432,583)	25.42%
TRANSFER FROM OTHER FUNDS	500,000	41,667	125,000.00	(375,000)	25.00%
TOTAL REVENUES	\$ 18,511,201	\$ 1,455,009	\$ 4,703,618	\$ (13,807,583)	25.41%
EXPENSES					
UTILITY BILLING					
PERSONNEL	\$ 514,086	\$ 54,973	\$ 112,763	\$ 401,323	21.93%
SUPPLIES	185,800	1,651	3,677	182,123	1.98%
MAINTENANCE	1,000	-	187	813	18.70%
PROFESSIONAL SERVICES	218,500	467	19,722	198,778	9.03%
GENERAL	549,545	34,679	116,035	433,510	21.11%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL UTILITY BILLING	\$ 1,468,931	\$ 91,769	\$ 252,384	\$ 1,216,546	17.18%
PUBLIC WORKS ADMIN					
PERSONNEL	\$ 618,168	\$ 59,377	\$ 120,055	\$ 498,113	19.42%
SUPPLIES	4,750	327	2,413	2,337	50.81%
PROFESSIONAL SERVICES	192,000	11,244	33,290	158,710	17.34%
GENERAL	22,500	360	663	21,837	2.95%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL PUBLIC WORKS ADMIN	\$ 837,418	\$ 71,309	\$ 156,422	\$ 680,996	18.68%
UTILITY OPERATIONS					
PERSONNEL	\$ 1,750,378	\$ 109,519	\$ 238,509	\$ 1,511,869	13.63%
SUPPLIES	327,936	19,505	60,498	267,438	18.45%
MAINTENANCE	1,011,250	29,730	64,612	946,638	6.39%
PROFESSIONAL SERVICES	5,967,340	150,267	652,667	5,314,673	10.94%
GENERAL	454,550	23,753	81,179	373,371	17.86%
CAPITAL OUTLAY	694,457	-	-	694,457	0.00%
TOTAL UTILITY OPERATIONS	\$ 10,205,911	\$ 332,774	\$ 1,097,466	\$ 9,108,446	10.75%
NON-DEPARTMENTAL					
PROFESSIONAL SERVICES	\$ 90,000	\$ 8,430	\$ 17,567	\$ 72,433	19.52%
GENERAL	104,385	8,066	25,199	79,185	24.14%
TRANSFERS TO OTHER FUNDS	7,119,256	593,271	1,779,814	5,339,442	25.00%
TOTAL NON-DEPARTMENTAL	\$ 7,313,641	\$ 609,768	\$ 1,822,580	\$ 5,491,061	24.92%
TOTAL EXPENSES	\$ 19,825,901	\$ 1,105,620	\$ 3,328,852	\$ 16,497,049	16.79%
NET CHANGE IN FUND BALANCE	\$ (1,314,700)	\$ 349,389	\$ 1,374,766		



City of Hutto, TX

Balance Sheet

Account Summary

As Of 12/31/2023

Account	Name	Balance
Fund: 76 - Cottonwood Development Corp (Sports Health)		
Assets		
76-1000	Claim on Cash	-3,271,453.92
76-1107	Land Held for Investment	0.00
76-1207	Escrowed funds	0.00
76-1208	Escrowed Cash Allowance	0.00
76-1231	Accounts Receivable	0.00
76-1251	Interest Receivable	0.00
76-1310	Due From Fund General Fund	0.00
Total Assets:		-3,271,453.92
		-3,271,453.92
Liability		
76-2000	Accounts Payable Pending	0.00
76-2001	Accrued Accounts Payable	0.00
76-2010	Principal Owed	0.00
76-2011	Accrued Interest Payable	0.00
76-2310	Due To Fund 10	0.00
Total Liability:		0.00
Equity		
76-3001	Fund Balance	-3,271,453.92
Total Beginning Equity:		-3,271,453.92
Total Revenue		0.00
Total Expense		0.00
Revenues Over/Under Expenses		0.00
Total Equity and Current Surplus (Deficit):		-3,271,453.92
Total Liabilities, Equity and Current Surplus (Deficit):		-3,271,453.92



City of Hutto, TX

Income Statement Account Summary

For Fiscal: 2023-2024 Period Ending: 12/31/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 76 - Cottonwood Development Corp (Sports Health)						
Expense						
76-100-000-6401	Attorney Svcs	500,000.00	500,000.00	0.00	0.00	500,000.00
Expense Total:		500,000.00	500,000.00	0.00	0.00	500,000.00
Fund: 76 - Cottonwood Development Corp (Sports Health) Total:		500,000.00	500,000.00	0.00	0.00	
Total Surplus (Deficit):		-500,000.00	-500,000.00	0.00	0.00	

City of Hutto
Breakdown of Development Services Revenue
FY 2024

GL Account	Description	Oct 23	Nov 23	Dec 23	Total	Budget	% of Budget Collected
10-5101	Planning/Zoning Fees	10,001	19,771	2,825	32,597	200,000	16.3%
10-5102	Engineering/ROW Fees	5,308	17,316	16,965	39,589	1,207,500	3.3%
10-5121	Building Permit Fees	113,112	209,763	50,842	373,717	2,000,000	18.7%
10-5122	Building Inspection Fees	15,680	80,115	14,295	110,090	605,000	18.2%
10-5123	Site Plan Review Fees	682	2,753	4,424	7,859	115,000	6.8%
10-5132	Technology Fee	1,414	4,061	982	6,457	30,000	21.5%
40-5103	Parkland Dedication Fee	0	88,000	0	88,000	700,000	12.6%
42-5106	Traffic Impact Fee	262,087	257,091	48,000	567,178	2,250,000	25.2%
50-5113	Water Connection Fee	8,250	10,300	0	18,550	230,000	8.1%
50-5114	WW Connection Fee	3,900	4,500	0	8,400	120,300	7.0%
52-2005	Water/WW Impact Fee-Hutto Crossing PUD	0	0	0	0	-	n/a
52-5111	Water Impact Fee	199,008	159,398	2,070,221	2,428,627	6,500,000	37.4%
52-5112	WW Impact Fee	279,534	249,914	698,115	1,227,563	3,400,000	36.1%
		898,976	1,102,982	2,906,669	4,908,627	17,357,800	28.3%

**FY 2024 BUDGET TRANSFERS YTD**

Month of Occurrence		Account	Current Budget	Approved Transfer	Revised Budget	Notes
November	Water Lease Payments	50-040-058-6454	185,000.00	26,000.00	211,000.00	To adjust the water lease payment budget for Heart of Texas
November	Water Reservation	50-040-058-6458	2,157,940.00	(26,000.00)	2,131,940.00	well payment estimates
December	Williamson County Appraisal	10-020-001-6443	102,966.00	19,412.00	122,378.00	Quarterly appraisal fees for FY 2024 are higher than
December	Professional Services	10-020-001-6405	116,900.00	(19,412.00)	97,488.00	anticipated
December	Furniture and Office Equipment	50-020-010-6211	500.00	10,000.00	10,500.00	Transfer funds to cover additional AMI equipment to
December	Software Licensing & Maintenance	50-020-010-6412	192,000.00	(42,000.00)	150,000.00	reach northeast side of town for meter reads, as well
December	Other Contracted Services	50-020-010-6499	14,000.00	32,000.00	46,000.00	as transfer funds for replacement of laptop with tuffbook

Note: Transfers within a department can be approved by the City Manager and reported to Council. Reports occur monthly as a part of Monthly Financial Statements

Purchase Orders > \$50,000

	Number	Issue Date	Vendor Name	Description	Account Number	Amount	Amount Spent to Date	Remaining PO Amount	Budget Amount
Blanket	24-0015	10/20/2023	City of Taylor	Taylor Water	50-040-058-6451	540,000.00	118,327.23	421,672.77	540,000
Blanket	24-0016	10/26/2023	Motorola Solutions Inc.	Purchase of distributed antenna system	10-090-051-6301	174,509.00	-	174,509.00	497,000
Blanket	24-0017	10/20/2023	Manville Water Supply Corp.	Manville Water	50-040-058-6452	600,000.00	108,537.60	491,462.40	600,000
City Council	24-0022	10/19/2023	UNITY CONTRACTOR SERVICES, INC	Unity 6 Month contract	10-040-060-6403	146,865.00	24,287.50	122,577.50	480,000
City Council	24-0026	11/01/2023	Archer Western Construction	CMAR Procurement	58-040-058-6676	1,175,133.00	426,886.00	748,247.00	90,000,000
City Council	24-0028	11/03/2023	UNITY CONTRACTOR SERVICES, INC	6 month mowing contract	10-090-039-6405	59,236.26	-	59,236.26	266,250
City Council	24-0029	10/30/2023	Houston Freightliner, Inc.	Purchase of Asphalt Patch Truck	10-040-060-6603	280,201.25	-	280,201.25	674,950
City Council	24-0032	11/07/2023	Cobb Fendley & Associates Inc.	CR 199 Reconstruction Project	41-040-060-6708	86,108.00	-	86,108.00	1,750,000
City Council	24-0040	10/24/2023	C.C Carlton Industries Ltd	Change order Shiloh/Noack Pump Station Improve	57-040-058-6678	95,887.65	80,504.28	15,383.37	5,500,000
City Council	24-0041	11/07/2023	Clark Condon	IPO Trails Master Plan Project	40-060-032-6681	65,000.00	4,000.00	61,000.00	1,752,500
City Council	24-0054	11/15/2023	Rileighs Outdoor, LLC	Christmas Tree	10-060-025-6204	65,465.00	64,270.00	1,195.00	317,000
City Council	24-0055	11/07/2023	Clark Condon	IPO Parks Master Plan Project	40-060-032-6681	144,950.00	6,215.12	138,734.88	1,752,500
City Council	24-0056	11/07/2023	Clark Condon	IPO Pickleball courts	40-060-032-6681	125,000.00	-	125,000.00	1,752,500
City Council	24-0057	11/07/2023	LJA Engineering Inc.	Downtown Elevated Storage Tank	58-040-058-6706	50,877.00	12,594.00	38,283.00	1,300,000
City Council	24-0058	11/07/2023	K Friese & Associates	IPO Exchange BLVD	12-040-060-6721	877,032.06	-	877,032.06	1,100,000
Blanket	24-0059	10/30/2023	SHI-Government Solutions	Microsoft EA Licensing (DIR Pricing)	10-060-030-6412	62,845.05	23,785.85	39,059.20	369,713
City Council	24-0060	10/24/2023	Kimley-Horn and Associates Inc	Water /Wastewater Impact Fees Project	50-040-001-6404	132,000.00	-	132,000.00	152,000
City Council	24-0065	11/13/2023	WSB LLC	Legends of Hutto Drainage Ditches Project	10-040-060-6650	134,000.00	-	134,000.00	171,875
Blanket	24-0066	11/14/2023	Verizon Wireless	Verizon Wireless Services	10-060-030-6412	103,600.00	-	103,600.00	261,600
City Council	24-0067	11/07/2023	Freese and Nichols, Inc.	IPO CR 199 Reconstruction Project	41-040-058-6708	831,016.00	-	831,016.00	1,750,000
City Council	24-0068	11/13/2023	Johnson, Mirmiran & Thompson, Inc	IPO Innovation@Limmer Loop Project Traffic Signal	42-040-060-6709	123,850.58	-	123,850.58	2,553,100
City Council	24-0070	10/24/2023	K Friese & Associates	Drainage Master Plan update	10-040-060-6405	250,000.00	-	250,000.00	250,000
Blanket	24-0071	11/16/2023	HAWKINS INC	Chemical Company	50-040-058-6232	90,000.00	12,607.65	77,392.35	200,000
City Council	24-0078	11/20/2023	Texan Waste Equipment Inc.	Street Sweeper	10-040-060-6603	305,700.00	-	305,700.00	674,950
Blanket	24-0082	11/07/2023	AI Clawson Inc.	Solid Waste Residential	70-080-010-6461	2,543,745.00	399,886.60	2,143,858.40	2,543,745
City Council	24-0083	11/07/2023	Cobb Fendley & Associates Inc.	Exchange Blvd Survey and Utility Eng.	12-040-060-6721	134,038.00	-	134,038.00	1,100,000
City Council	24-0085	11/07/2023	Freese and Nichols, Inc.	IPO Mobility Master Plan update	42-040-023-6405	180,000.00	-	180,000.00	291,500
Blanket	24-0087	11/16/2023	Brenntag Southwest Inc.	Aquamine Chemicals	50-040-058-6232	70,000.00	18,137.43	51,862.57	200,000
City Council	24-0096	11/13/2023	Surveying And Mapping, LLC	Survey services on CR 199 Reconstruction	41-040-060-6708	99,886.50	-	99,886.50	1,750,000
City Council	24-0100	12/05/2023	DCS Engineering	Glenwood Interceptor Change Order	57-040-058-6667	196,320.00	-	196,320.00	2,253,106
Blanket	24-0103	12/05/2023	Ferguson Enterprises	Water Systems	50-020-010-6216	140,000.00	599.00	139,401.00	162,750
City Council	24-0104	12/05/2023	TransSystems Corporation	IPO Exchange Blvd @ Limmer Loop	12-040-060-6720	283,626.00	-	283,626.00	1,100,000
Total						10,166,891.35	1,300,638.26	8,866,253.09	124,067,039.00

Authorized and Unissued General Obligation Debt

Purpose	Date Authorized	Amount Authorized	Amount Issued	In Progress	Remaining Unissued
Sewer	3/18/1972	25,000	12,000		13,000
Road	11/6/2018	70,000,000	53,500,000		16,500,000
Public Safety Communication System	11/6/2018	5,000,000	-		5,000,000
Parks and Recreation	11/6/2018	50,000,000	19,660,000		30,340,000
Total		\$ 125,025,000	\$ 73,172,000	\$ -	\$ 51,853,000

Schedule provided pursuant to the City's fiscal and budgetary policy adopted in September of 2023

Capital Improvement Plan Summary



	PRIOR YEARS	FY 2024	FY 2025	FY 2026	FUTURE	Total
Transportation and Drainage	\$16,806,079	\$36,507,806	\$10,041,250	\$1,924,875	\$82,760,536	\$148,040,546
Parks and Recreation	\$0	\$4,539,500	\$0	\$0	\$0	\$4,539,500
Facilities	<u>\$0</u>	<u>\$1,025,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$72,150,000</u>	<u>\$73,175,000</u>
Total Governmental	\$16,806,079	\$42,072,306	\$10,041,250	\$1,924,875	\$154,910,536	\$225,755,046

	PRIOR YEARS	FY 2024	FY 2025	FY 2026	FUTURE	Total
Wastewater	\$2,853,960	\$150,109,405	\$127,767,464	\$16,229,400	\$6,564,750	\$303,524,979
Water	<u>\$12,664,018</u>	<u>\$50,453,247</u>	<u>\$20,394,340</u>	<u>\$17,801,715</u>	<u>\$5,063,260</u>	<u>\$93,712,562</u>
Total Utility	\$15,517,978	\$200,562,652	\$148,161,804	\$34,031,115	\$11,628,010	\$409,901,559

Funding Sources:

Water Wastewater Fund 55 Remaining 2019 Certificates of Obligation Bonds	\$5,000,000
ARPA Funds	\$6,500,000
County ARPA Funds	\$10,000,000
Water Wastewater 2022 Certificates of Obligation Bonds	\$51,608,293
Street 2022 General Obligation Bonds	\$22,520,440
2023 General Obligation Bonds (E/W Spine Road)	12,000,000.00
2023A General Obligation Bonds (Fritz Park)	<u>11,000,000.00</u>
Total	<u><u>\$118,628,733</u></u>

Transportation & Drainage Financials as of 12/31/23



Hutto Project #	ACCOUNT	Project	Prior Years	FY2024 BUDGET	PO AMOUNT	FY 2024 ACTUAL EXP YTD	FY 2024 BUDGET REMAINING	Remaining Encumbrances	FY 2025	FY 2026	FUTURE	Total Estimated Project Cost
T3-2023	12-040-060-6569	FM 1660 at Limmer Loop	13,062,345	\$7,567,797	7,820,396	25,589	(252,599)	7,794,807	\$0	\$0	\$0	\$20,630,142
T4-2023	12-040-060-6662	FM 1660 South at US 79		\$3,181,600	18,519	-	3,163,081	-	\$0	\$0	\$977,000	\$4,158,600
T5-2023	12-040-060-6652	CR 137 from FM 1660 to Brushy Creek	391,528	\$500,000	-	-	500,000	-	\$0	\$0	\$19,346,681	\$20,238,209
T6-2023	10-040-060-6650	Lakeside Estates Sidewalks	722,484	\$250,000	-	-	250,000	-	\$0	\$0	\$2,439,526	\$3,412,010
T7-2023	12-040-060-6653	CR 132 Overpass at US 79	1,430,446	\$3,885,810	386,599	217,389	3,499,211	169,210	\$0	\$0	\$47,334,318	\$52,650,574
T8-2023	12-040-060-6650	Megasite East - West Arterial	623,707	\$14,250,724	12,673,581	250,966	1,577,143	12,422,615		\$0	\$615,568	\$15,489,999
T8	12-040-060-6651	Megasite North - South Arterial	-	\$0	-	-	-	-	\$0	\$0	\$0	\$0
T9	10-040-060-6650	Live Oak Street Pavement Reconstruction	550,910	\$0	-	-	-	-	\$0	\$0	\$5,350,000	\$5,900,910
T10-2023	41-040-060-6708	Ed Schmidt - Safety and Operational Improvements	24,659	\$650,000	-	-	650,000	-	\$0	\$0	\$1,050,000	\$1,724,659
T13-2024	42-040-060-6709	Traffic Signal - Innovation at Limmer Loop	-	\$2,200,000	154,215	-	2,045,785	154,215	\$0	\$0	\$0	\$2,200,000
D01	12-040-060-6656	Legends of Hutto Drainage Channel Improvements	-	\$171,875	134,000	-	37,875	134,000	\$156,250	\$909,375	\$0	\$1,237,500
T14-2024	12-040-060-6720	Exchange Blvd and Limmer Loop	-	\$1,100,000	283,626	-	816,374	283,626	\$0	\$0	\$0	\$1,100,000
T15-2024	12-040-060-6721	Exchange Blvd Reconstruction	-	\$1,100,000	1,029,972	-	70,028	1,029,972	\$3,300,000	\$0	\$0	\$4,400,000
T19-2024	41-040-060-6708	CR 199 Reconstruction	-	\$1,100,000	1,037,642	-	62,358	1,037,642	\$5,720,000	\$0	\$0	\$6,820,000
T20	Unfunded	FM 3349 Overpass Aesthetic Upgrades		\$0	-	-	-	-	\$260,000	\$0	\$0	\$260,000
T01	41-040-060-6708	Sidewalk Maintenance		\$550,000	-	-	550,000	-	\$0	\$0	\$2,250,000	\$2,800,000
	Unfunded	Street Maintenance Plan		\$0	-	-	-	-	\$605,000	\$665,500	\$3,397,443	\$4,667,943
		Priority Transportation & Drainage Projects Subtotals:	16,806,079	\$36,507,806	\$23,538,550	\$493,944	\$12,969,256	\$23,026,087	\$10,041,250	\$1,924,875	\$82,760,536	\$148,040,546

Parks and Recreation Financials as of 12/31/23



Hutto Project #	FUNDING	Project	Prior Years	FY2024 BUDGET	PO AMOUNT	FY 2024 ACTUAL EXP YTD	FY 2024 BUDGET REMAINING	Remaining Encumbrances	FY 2025	FY 2026	FUTURE	Total Est. Project Costs
P02-2023	2023A GO Bonds	Fritz Park Improvements	-	3,000,000	33,000	-	2,967,000	33,000	-	-	-	\$3,000,000
P04-2024	Park Improvement Fund	Field Lighting	-	275,000	-	-	275,000	-	-	-	-	\$275,000
P05-2024	Park Improvement Fund	Trail Lighting	-	275,000	-	-	275,000	-	-	-	-	\$275,000
P06-2024	Park Improvement Fund	Veteran's Memorial	-	125,000	-	-	125,000	-	-	-	-	\$125,000
P08-2024	Park Improvement Fund	Trail Expansion from Cross Creek to Creekside	-	60,000	30,000	-	30,000	30,000	-	-	-	\$60,000
P09-2024	Park Improvement Fund	Trail Extension at Adam Orgain Park	-	75,000	21,000	500	54,000	21,500	-	-	-	\$75,000
P10-2024	Park Improvement Fund	Hutto Lake Park Dock Replacement	-	50,000	-	-	50,000	-	-	-	-	\$50,000
P11-2024	Park Improvement Fund	Replace Fencing at Fritz Tennis Courts	-	45,000	37,477	7,523	7,523	29,954	-	-	-	\$45,000
P12-2024	Park Improvement Fund	Security Cameras at multiple parks	-	40,000	6,238	-	33,762	6,238	-	-	-	\$40,000
P13-2024	Park Improvement Fund	ZapStand (AED) at Mager Fields	-	22,500	-	-	22,500	-	-	-	-	\$22,500
P14-2024		Utility Vehicle with boom lift	-	67,000	-	-	67,000	-	-	-	-	\$67,000
P16-2024	Park Improvement Fund	Brushy Creek Amphitheater Improvements	-	175,000	30,000	-	145,000	30,000	-	-	-	\$175,000
P18-2024	Park Improvement Fund	Pickleball Courts	-	165,000	125,000	-	40,000	125,000	-	-	-	\$165,000
P19-2024	Park Improvement Fund	Adam Orgain Restroom	-	165,000	54,678	-	110,322	54,678	-	-	-	\$165,000
		Priority Parks and Rec Projects Subtotals:	-	4,539,500	337,393	8,023	4,202,107	330,370	-	-	-	4,539,500

Facilities Financials as of 12/31/2023



Hutto Project #	FUNDING	Project	Prior Years	FY2024 BUDGET	PO AMOUNT	FY 2024 ACTUAL EXP YTD	FY 2024 BUDGET REMAINING	Remaining Encumbrances	FY 2025	FY 2026	FUTURE	Total Est. Project Costs
F01		New Public Works Facility	-	725,000	-	-	-	-	-	-	19,450,000	20,175,000
F02		Police Station/Justice Center	-	300,000							52,700,000	53,000,000
		Priority Facilities Projects Subtotal	-	1,025,000	-	-	-	-	-	-	72,150,000	73,175,000

Wastewater Projects Financials as of 12/31/23



Hutto Project #	FUNDING		Project	Prior Years	FY2024 BUDGET	PO AMOUNT	FY 2024 ACTUAL EXP YTD	FY 2024 BUDGET REMAINING	Remaining Encumbrances	FY 2025	FY 2026	FUTURE	Total Est. Project Costs
WW01	2022 CO	57-040-058-6667	Glenwood LS Decommissioning, Construct 33" Interceptor, and Two New WWTP Lift Stations	4,700	\$7,031,618	\$650,226	\$223,448	\$6,381,392	\$426,778	\$7,031,618	\$0	\$0	\$14,067,936
WW02-2023	2022 CO	57-040-058-6668	South WWTP Capacity Rerate Study	46,865	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$46,865
WW03-2023	2022 CO	57-040-058-6669	South WWTP UV System Upgrade	162,657	\$612,414	\$109,163	\$4,092	\$503,251	\$105,071	\$612,414	\$0	\$355,172	\$1,742,657
WW04	2022 CO	57-040-058-6670	South WWTP Expansion from 2.3 to 6 MGD, PER, 30% Design	1,369,894	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,369,894
WW09	2022 CO	57-040-058-6671	MEGASITE West: South Cottonwood Creek Interceptor Ph 1	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WW06-2023	2022 CO	57-040-058-6675	South WWTP Final Design and Bidding for expansion to 6 MGD		\$14,005,749	\$0	\$0	\$14,005,749	\$0	\$0	\$0	\$0	\$14,005,749
WW06	2022 CO	57-040-058-6676	South WWTP Construction of 6 MGD expansion	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WW07	2022 CO	57-040-058-6672	Megasite Wastewater Lines	905,130	\$8,715,853	\$1,882,734	\$0	\$6,833,119	\$1,882,734	\$3,497,421	\$0	\$0	\$13,118,404
WW08	2022 CO	57-040-058-6673	MEGASITE West: South Cottonwood Creek Interceptor Ph 2	-	\$318,528	\$0	\$0	\$318,528	\$0	\$0	\$1,592,640	\$0	\$1,911,168
WW10	2022 CO	57-040-058-6674	Brushy Creek Interceptor Phase III (Cost Participation)	-	\$327,352	\$0	\$0	\$327,352	\$0	\$600,079	\$1,636,760	\$1,636,760	\$4,200,951
WW11	2022 CO	57-040-058-6697	Southeast Loop Wastewater Interceptor	182,357	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$182,357
WW06	2023 CO	58-040-058-6676	South WWTP Construction of 6 MGD expansion	-	\$90,000,000	\$1,175,133	\$426,886	\$88,824,867	\$748,247	\$90,000,000	\$0	\$0	\$180,000,000
WW14	2023 CO	58-040-058-6704	SE Loop Forcemain Relocation	-	\$175,680	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175,680
WW07	2023 CO	58-040-058-6711	Megasite Wastewater Lines	-	\$0	\$0	\$0	\$0	\$0	\$8,715,853	\$0	\$0	\$8,715,853
WW09	2023 CO	58-040-058-6712	Brushy Creek Interceptor Phase III (Cost Participation)	-	\$5,161,317	\$0	\$0	\$0	\$0	\$600,079	\$0	\$0	\$5,761,396
WW10	2023 CO	58-040-058-6713	Southeast Loop Wastewater Interceptor	182,357	\$23,760,894	\$0	\$0	\$23,760,894	\$0	\$13,000,000	\$13,000,000	\$4,572,818	\$54,516,069
	2023 CO	58-040-058-6714	Megasite East-West Spine Road W, WW 7 Detention	-	\$0	\$0	\$0	\$0	\$0	\$3,710,000	\$0	\$0	\$3,710,000
Priority Wastewater Projects Subtotals:				2,853,960	\$150,109,405	\$3,817,256	\$654,426	\$140,955,162	\$3,162,830	\$127,767,464	\$16,229,400	\$6,564,750	\$303,524,979

Water Projects Financials as of 12/31/23



Hutto Project #	Funding	Account	Project	Prior Years	FY2024 BUDGET	PO AMOUNT	FY 2024 ACTUAL EXP YTD	FY 2024 BUDGET REMAINING	Remaining Encumbrances	FY2025	FY2026	Future	Total Est. Project Costs
W1	2022 CO	57-040-058-6677	Frameswitch Pump Station Improvements	1,151,937	\$1,290,000	\$1,285,127	\$263,434	\$4,873	\$1,021,693	\$0	\$0	\$121,500	\$1,411,500
W1-2023	2022 CO	57-040-058-6678	Shiloh and Noack Pump Station Improvements	1,733,025	\$5,500,000	\$95,887	\$0	\$5,404,113	\$95,887	\$5,000,000	\$0	\$0	\$10,500,000
W3-2023	2022 CO	57-040-058-6679	Frameswitch 3.5 MG GST #2	8,595,588	\$6,261,361	\$0	\$0	\$6,261,361	\$0	\$5,266,500	\$0	\$0	\$11,527,861
W4	2022 CO	57-040-058-6680	Hutto NW Transmission Water Lines	473,525	\$3,408,017	\$0	\$0	\$3,408,017	\$0	\$5,000,000	\$6,080,155	\$0	\$14,488,172
W4-2023	2022 CO	57-040-058-6682	Megasite - Phase I Waterlines (HI 79 42" Waterline 801PP)	687,490	\$17,808,791	\$0	\$0	\$17,808,791	\$0	\$0	\$0	\$0	\$17,808,791
W8	2022 CO	57-040-058-6683	Emergency Interconnect - 16" Waterline with Wholesale Provider	-	\$850,000	\$0	\$0	\$850,000	\$0	\$0	\$2,744,400	\$0	\$3,594,400
W6-2023	2022 CO	57-040-058-6687	FM 1660 16" & 20" Waterlines (801 PP) - Phase I	-	\$1,313,087	\$0	\$0	\$1,313,087	\$0	\$0	\$0	\$0	\$1,313,087
W7	2023 CO	58-040-058-6706	New 2.0-MG 801" Elevated Storage Tank	22,453	\$3,216,500	\$1,021,474	\$0	\$2,195,026	\$1,021,474	\$5,127,840	\$5,127,660	\$4,286,000	\$17,758,000
W13	2022 CO	57-040-058-6689	Additional Simsboro Wells No. 13, 14, and 15	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
W14	2022 CO	57-040-058-6690	CR 132 12" & 30" Waterline (801' PP) - Phase II	-	\$0	\$0	\$0	\$0	\$0	\$0	\$1,749,500	\$0	\$1,749,500
W15	2022 CO	57-040-058-6693	Megasite - Phase II Waterlines	-	\$0	\$0	\$0	\$0	\$0	\$0	\$2,100,000	\$655,760	\$2,755,760
W17	2022 CO	57-040-058-6694	Transmission Water Line US79**	-	\$2,139,945	\$5,097,859	\$1,693,265	\$2,957,914	\$3,404,594	\$0	\$0	\$0	\$2,139,945
W18	ARPA	65-040-023-6698	Southeast Loop (FM 3349) Waterline County Project	-	\$2,022,366	\$0	\$0	\$2,022,366	\$0	\$0	\$0	\$0	\$2,022,366
W12-2023	ARPA	65-040-023-6781	Water Distribution Lines (801PP) (DCS)	-	\$2,022,366	\$0	\$0	\$2,022,366	\$0	\$0	\$0	\$0	\$2,022,366
W4-2023	ARPA	65-040-023-6782	Hutto NW Transmission Water Lines	-	\$2,022,366	\$0	\$0	\$2,022,366	\$0	\$0	\$0	\$0	\$2,022,366
W16-2024	2023 CO	58-040-058-6705	Smart Ball and Pressure Testing	-	\$1,000,000	\$643,860	\$0	\$356,140	\$643,860	\$0	\$0	\$0	\$1,000,000
W18	2023 CO	58-040-058-6706	Downtown Elevated Tank Renovation	-	\$1,300,000	\$50,877	\$12,594	\$1,249,123	\$38,283	\$0	\$0	\$0	\$1,300,000
			Priority Water Projects Subtotals:	12,664,018	\$50,453,247	\$8,493,532	\$1,969,293	\$41,959,715	\$6,524,239	\$20,394,340	\$17,801,715	\$5,063,260	\$93,712,562

AGENDA ITEM REPORT

14.7.



To: City Council
Subject: Consideration and possible action on approving the January 4, 2024 City Council, January 4, 2024 Work Session, and January 11, 2024 Diversity, Equity, and Inclusion & Sensitivity training meeting minutes (Angela Lewis)
Meeting: Thursday, January 18, 2024
Department: City Secretary /
Staff Contact: Angela Lewis

BACKGROUND INFORMATION:

Staff recommends that City Council approves the January 4, 2024 City Council, January 4, 2024 Work Session, and January 11, 2024 Diversity, Equity, and Inclusion & Sensitivity training meeting minutes.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. 1.4.24 Work Session Minutes DRAFT
2. 1.4.24 CC Meeting Minutes DRAFT
3. 1.11.24 DEI Training Minutes DRAFT



City of Hutto

MINUTES

City Council Work Session
Thursday, January 4, 2024 at 6:00 PM
Executive Conference Room

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 www.huttotx.gov

1. CALL SESSION TO ORDER: 6:00 PM

2. ROLL CALL

Members of City Council present: Mayor Mike Snyder, Councilmember Brian Thompson, Councilmember Randal Clark (joining remotely), Councilmember Dan Thornton, Mayor Pro Tem Peter Gordon, Councilmember Amberley Kolar, Councilmember Dana Wilcott

Absent: None

Members of staff present: James Earp, City Manager; Matt Wojnowski, Assistant City Manager, Rick Coronado, Public Works Director, Anne LaMere, Interim Finance Director, Matt Rector, City Engineer, Cheney Gamboa, Economic Development Director, Ashley Bailey, Development Services Director, Angela Lewis, City Secretary

3. OTHER BUSINESS

3.1 Capital Improvements Projects (Matt Rector)

Matt Rector, City Engineer, provided an update on current Capital Improvement projects.

4. ADJOURNMENT – 6:55 p.m.

ATTEST:

Mike Snyder, Mayor

Angela Lewis, City Secretary



City of Hutto

MINUTES

City Council Meeting
Thursday, January 4, 2024 at 7:00 PM
City Council Chambers
500 W. Live Oak Street

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1. CALL SESSION TO ORDER: 7:00 PM

2. ROLL CALL

Members of City Council present: Mayor Mike Snyder, Mayor Pro Tem Peter Gordon, Councilmember Brian Thompson, Councilmember Dan Thornton, Councilmember Randal Clark, Councilmember Dana Wilcott, Councilmember Amberley Kolar

Absent:

Members of staff that were present were James Earp, City Manager; Matt Wojnowski, Assistant City Manager; Dottie Palumbo, Legal Counsel; Ashley Bailey, Executive Director of Development Services; Kate Moriarty, Management Analyst; Matt Rector, City Engineer; Cheney Gamboa, Director of Economic Development; Amanda Taylor, Assistant City Secretary; Anne LaMere, Interim Finance Director; Alberta Barrett, Finance Director; Jeff White, Parks and Recreation Director; Sara Cervantes, Director of Real Estate Services

3. INVOCATION – Reverend Johnny Brower from Hutto Discovery United Methodist Church

4. PLEDGE OF ALLEGIANCE

5. PROCLAMATIONS

5.1 Martin Luther King, Jr. Day Proclamation – *Accepted by members of the Diversity and Inclusion Commission*

6. CITY MANAGER COMMENTS

City Manager Earp provided updates on the following:

- Trout Fishing Derby – Feb 3rd, 9am-noon
- Budget process starting – Calendar is updated with public input opportunities.
- City Secretary's office accepting candidate packets for upcoming election beginning Jan. 17th.
- Boards and Commission openings
- New Hires – Amelia Wilson, Claudia Flores, Jake Isbell, Deanna Lewis, and Alberta Barrett
- City Manager Earp presented former Interim Finance Director Anne LaMere with a group photo of the Finance team as a going-away present.

- City Attorney Dorothy Palumbo was sworn-in.

7. PUBLIC COMMENTS

- Mike Fowler
- Cory Denena
- Brandy Townsend
- Asia Ward
- Chris VanCalster
- Nick Pierce
- Joseph Cortez
- Daniella Medellin
- Veronica Atchison
- Marino Cartina
- Enrique Diaz
- Tenny Warwick
- Diane Fowles
- Isaac Torres
- Veronica Johnson
- Chris Lamb
- Stephen Romero
- Heather Crawford
- Kendall Ramsey
- Stephanie Nakano
- Larissa Rezendez
- Charlene Martindale
- Maria Chavez
- Judith Soto

At this time, Councilmember Thompson requested moving up Item no. 17.1. There were no objections.

17.1 General Comments from City Council

Councilmembers Thompson, Wilcott, Clark, Kolar, and Mayor Snyder provided comments.

At this time Mayor Pro Tem Gordon requested bringing up Item no. 10.1. There were no objections.

10. BOARDS AND COMMISSIONS ACTION

- ### **10.1**
- 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.

Appointments: Morgan Hubbard, James Matlock, and Stephanie Alba were nominated to serve on the Library Advisory Board. (Seats 2, 6, and 7)

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Kolar to approve the appointees. The vote passed 7,0.

Reappointments: Lori Brown-Duncan, Ethics Review Commission; Norman Delay, Historic Preservation Commission; Charlotte Tyer, Parks Advisory Board; Ray Alba & Norman Delay, Zoning Board of Adjustments; Dan Thornton, Amberley Kolar, and Shawn Lucas, TIRZ #3.

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Thompson to approve the reappointments. The vote passed 7,0.

8. PRESENTATIONS

- 8.1 Police Department Quarterly Update – *Item was moved to January 18th meeting.*
- 8.2 Fritz Park Update Presentation – *Presented by Jeff White and Burditt Consultants*

At this time, council adjourned to a recess at 9:53 pm. Reconvened at 10:08 pm.

At this time, Mayor Snyder requested bringing up Item no. 12.4. There were no objections.

- 12.4 Consideration and possible action on Resolution No. R-2024-004 approving the Certificate of Formation and Bylaws of Texas Coalition for Affordable Power (“TCAP”), a Political Subdivision Corporation; accepting membership in said corporation; approving the Professional Services Agreement; and committing to budget for energy purchases and to honor the City’s commitments to purchase power for its electrical needs through TCAP and adopting TCAP’S Gexa Energy’s Commercial Electric Service Agreement for power to be provided on and after January 1, 2024 (Alberta Barnett, Anne LaMere, Matt Wojnowski and Margaret Somereve, Executive Director TCAP)

A motion was made by Councilmember Kolar and seconded by Councilmember Thompson to approve Resolution No. R-2024-004. A request to amend the agreement to start after June 1st, 2024, not January 1st, 2024 was made by Mayor Pro Tem Gordon. A request to amend the motion to sign the agreement for June 1st – Dec 31st at 8.939/kwh was made by Mayor Snyder and seconded by Mayor Pro Tem Gordon. The amendment vote passed 7,0. The vote on the original motion also passed 7,0.

8.3 Capital Improvement Projects (CIP) Update and Presentation – *Presented by Matt Rector*

At this time, Councilmember Kolar requested bringing up Item no. 12.5. There were no objections.

- 12.5 Consideration and possible action on Resolution R-2024-012, a resolution adopting the City of Hutto Water Service and Development policy and authorizing the City Manager to enter into Water Capacity Agreements (Matt Rector)

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Clark to approve Resolution No. R-2024-012. The vote passed 7,0.

9. PUBLIC HEARINGS AND RELATED ACTION

- 9.1 Consideration and possible action on Resolution No. R-2024-009 approving the municipal services agreement for the proposed annexation of the Meadow Brook tract, 87.8 acres, more or less, of land, located off FM1660S (Ashley Bailey)

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Kolar to approve Resolution No. R-2024-009. The vote passed 7,0.

- 9.2 Conduct a public hearing and consider possible action on Ordinance No. O-2024-001 approving the Annexation of the Meadow Brook Tract, 87.8 acres, more or less, of land, and to Establish the Base Zoning as Single Family (SF-2) and Commercial (B-2) located off FM 1660S (First Reading) (Ashley Bailey)

The public hearing was closed at 11:14 pm

A motion was made by Councilmember Thompson and seconded by Councilmember Wilcott to approve Ordinance No. O-2024-001. The vote passed 7,0.

- 9.3 Conduct a public hearing and consider possible action on Ordinance No. O-2024-002 for the Planned Unit Development (PUD) request for the property known as Meadow Brook Planned Unit Development (PUD), 87.8 acres, more or less, of land, located off FM1660S (First Reading) (Ashley Bailey)

The public hearing was closed at 11:31 pm

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Kolar to approve Ordinance No. O-2024-002 with the revision of 10% cumulative variance of development changes. The vote passed 7,0.

- 12.1 Consideration and possible action relating to Resolution No. R-2024-010 of the City of Hutto, Texas, accepting a petition and calling for a public hearing on the creation of the Meadowbrook Public Improvement District (PID) within the City of Hutto, Texas (Sara Cervantes)

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Thompson to approve Resolution No. R-2024-010 and call for a public hearing on February 1st. The vote passed 7,0.

11. ORDINANCES

- 11.1 Consideration and possible action on Ordinance No. O-2024-003 amending the 2020 Parks, Recreation, Open Space and Trails Master Plan related to the methodology for calculating the parkland dedication fees and amending Appendix A, Article a1.000, Section a1.004, Development fees, of the Code of Ordinances to add the Parkland Fee-in-Lieu of Land Dedication Fees and the Parkland Development Fee (Jeff White)

A motion was made by Councilmember Clark and seconded by Councilmember Kolar to approve Ordinance No. O-2024-003. The vote passed 7,0.

At this time Mayor Snyder requested bringing up Item no. 12.6. There were no objections.

- 12.6 Consideration and possible action on Resolution No. R-2024-013 regarding Ad Valorem Tax Exemptions for Licensed Childcare Facilities (Mayor Mike Snyder)

No action was taken. Direction was given to the City Attorney to research the new proposition and confirm with the County how this will be implemented. The additional information was requested to be brought back in February.

12. RESOLUTIONS

- 12.2 Consideration and possible action of Resolution No. R-2024-011 authorizing the City Manager to execute a Guaranteed Maximum Price (GMP) of \$277,087 with STR Constructors for Phase 1 of Fritz Park (P02-2023) (Matt Rector)

A motion was made by Councilmember Thompson and seconded by Councilmember Wilcott to approve Resolution No. R-2024-011 with the legal changes agreed upon by both legal teams. An amendment motion was made by

Mayor Pro Tem Gordon and seconded by Councilmember Thornton. The amended motion passed 7,0. The vote on the original motion passed 7,0.

- 12.3 Consideration and possible action on Resolution R-2024-005 regarding payment of all Fritz Park Renovation Costs from \$11M Bond Issuance (Anne LaMere and Jeff White)

Postponed until the entirety of the Fritz Park GMP agreement has been negotiated.

13. OTHER BUSINESS

- 13.1 Discussion and possible action on City Council training opportunities for 2024 from the available budget (Mayor Pro Tem Peter Gordon)

No action taken. Item was moved to February 1st meeting.

14. CONSENT AGENDA ITEMS

- 14.1 Consideration and possible action relating to Resolution No. R-2024-006 of the City of Hutto, Texas, authorizing the City Manager to execute an agreement with Facility Solutions Group through BuyBoard Contract No. 657-21 in the amount of \$212,173.21 related to the Trail Lighting Project (P05-2025) (Jeff White)
- 14.2 Consideration and possible action on Resolution No. R-2024-008 approving the purchase of two (2) Toyota Tacoma Double Cab 4x4 vehicles, from the approved FY 2024 budget, from Silsbee Toyota in the amount of \$77,204 through The Interlocal Purchasing System (TIPS) (Rick Coronado)
- 14.3 Consideration and possible action on Resolution No. R-2024-007 regarding amendment No. 3 for drainage design services to the K. Friese Contract in the amount of \$72,060 for the Megasite East/West Spine road project (CIP T07-2023) (Matt Rector)
- 14.4 Consideration and possible action relating to Resolution No. R-2024-003 of the City of Hutto, Texas, authorizing the City Manager to execute a deductive change order with Joe Bland Construction, LLC. in the amount of \$52,517 related to the FM 1660 and Limmer Loop construction project (CIP T-03-2023) (Matt Rector)
- 14.5 Consideration and possible action on Resolution No. R-2024-001 designating the Taylor Press as the official newspaper of record for all official City publications (Legal/Angela Lewis)

- 14.6 Consideration and possible action on approving the December 14, 2023 City Council work session and meeting minutes (Angela Lewis)

A motion was made by Councilmember Clark and seconded by Councilmember Thompson to approve Consent Agenda Item Nos. 14.1, 14.2, 14.3, 14.4, 14.5, and 14.6 as presented. The vote passed 7,0.

A motion was made by Mayor Snyder and seconded by Councilmember Thornton. The vote passed 4,3 (Thompson, Clark, and Wilcott dissenting)

- 15.3 Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney) regarding the cure of the Notice of Default with Titan Mega Land Investors, LLC.

No action was taken.

- 15.5 Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney), relating to the return of Council pay pursuant to Hutto Charter Section 3.04 by former Council Member Villareal-Salvo.

No action was taken.

15. EXECUTIVE SESSION – *Convened into Executive Session at 1:12 am*

- 15.1 Receive legal advice pursuant to Texas Government Code Section 551.071 relating to failure of developer to construct sidewalks in the Cotton Brook Development and the Cross Creek Development.

- 15.2 Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney), relating to the following petitions for release of the Extraterritorial Jurisdiction ("ETJ"):

- a. Petition of Glen, Steven and Brian Wall for the release from the City's ETJ of 5 acres of land out of the Carmel Creek Estates located at 600 Lemens Avenue, Hutto, Texas.
- b. Petition Glen, Steven and Brian Wall for the release from the City's ETJ of approximately 7.0084 acres of land more particularly described as Lot 2, Block 4 out of R020230 in the Williamson County Deed Records located at 1151 FM 1660. Hutto, Texas.

- 15.4 Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney) relating to the Meadow Brook Development Agreement.

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

There was no action taken in Executive Session.

16. ACTION RELATIVE TO EXECUTIVE SESSION – *Reconvened at 2:02 am*

16.1 Consideration and possible action on Executive Session Items

A motion was made by Councilmember Thompson and seconded by Councilmember Kolar to authorize the City Manager to notify the developer of Cottonwood and Cross Creek properties that they are required to build sidewalks per the development agreements and approved plats, and the City will withhold any finds owed until these requirements have been satisfied. The vote passed 7,0.

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Thompson to deny the petition of Glen, Steven and Brian Wall for release of the City's ETJ of 5 acres outside Carmel Creek Estates located at 600 Lemens Ave. The vote passed 7,0.

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Kolar to deny the petition of Glen, Steven, and Brian Wall for release of the City's ETJ of approximately 7.0084 acres, or Lot 2, Block 4 out of R020230 in Williamson County deed records located at 1151 FM 1660. The vote passed 7,0.

17. CITY COUNCIL COMMENTS

17.2 Future Agenda Items

*Durango Farms PID Funds appropriations – Feb
Mayors Golf Tournament – Jan 18
D&I Training Jan 11th
Amphitheater Guidelines item – Jan 18
Fee Schedule/Gin Building rental – Jan 18
Clean Air Coalition Appointment – Jan 18
Council and City Manager expense reimbursements – Jan 18
City Council Place 3 residency – Jan 18
YMCA Easement – Jan or Feb
City Council Training opportunities – Feb
Monument Sign - Feb*

17.3 Future Additional or Rescheduled meetings as allowed by Hutto City Code Section

1.02.033 Additional or Rescheduled Meetings

A motion was made by Councilmember Clark and seconded by Councilmember Wilcott to move the July 4th meeting to July 11th. The vote passed 7,0.

18. ADJOURNMENT – *January 5th, 2024 at 2:14 AM*

ATTEST:

Angela Lewis, City Secretary

Mike Snyder, Mayor



City of Hutto

MINUTES

City Council Diversity, Equity, Inclusion & Sensitivity Training

Thursday, January 11, 2024 at 5:00 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 www.huttotx.gov

1. CALL SESSION TO ORDER: 5:10 PM

2. ROLL CALL

Members of City Council present: Mayor Mike Snyder, Councilmember Dana Wilcott, Councilmember Randal Clark, Councilmember Dan Thornton, Councilmember Brian Thompson, Councilmember Amberley Kolar and Mayor Pro Tem Peter Gordon

Absent: None

Members of staff present: Matt Wojnowski, Assistant City Manager; Irene Talioaga, Human Resources Director, Angela Lewis, David Reeves, Information Technology Director, Richard Rodriguez, Field Services Manager, City Secretary, Dottie Palumbo, City Attorney

3. OTHER BUSINESS

3.1 Diversity, Equity, and Inclusion & Sensitivity Training for City Council

Stan Kimer of Total Engagement Consulting provided a training and overview of Diversity, Equity, Inclusion and Sensitivity to City Council members. City Council discussed next steps for possibly implementation of a plan once developed.

4. ADJOURNMENT – 9:02 p.m.

ATTEST:

Mike Snyder, Mayor

Angela Lewis, City Secretary

AGENDA ITEM REPORT

14.8.



To: City Council

Subject: Consideration and possible action on Ordinance No. O-2024-003 amending the 2020 Parks, Recreation, Open Space and Trails Master Plan related to the methodology for calculating the parkland dedication fees and amending Appendix A, Article a1.000, Section a1.004, Development fees, of the Code of Ordinances to add the Parkland Fee-in-Lieu of Land Dedication Fees and the Parkland Development Fee (Second reading) (Jeff White)

Meeting: Thursday, January 18, 2024

Department: Community Services /

Staff Contact: Jeff White

BACKGROUND INFORMATION:

Summary: The Parks and Recreation Department is seeking City Council approval to update Parkland Dedication fees. After the Parks Advisory Board's review during the December 13, 2023, meeting, a recommended fee of \$2,300 per dwelling unit was proposed. Additionally, the Department seeks amendments to the Parks, Recreation, Open Space, and Trails Master Plan, initially established in January 2020, to clarify the method for calculating Parkland Dedication fees.

Background: Council previously approved Ordinance No. O-2023-003 during the January 5, 2023 session, amending Section 10.609 of the Hutto Unified Development Code. This revision specifically addresses Parkland and open space dedication. Proposed changes to the fee calculation method were introduced by staff during the February 16, 2023 meeting (Item 10.3), which was deferred for further discussion after the Council retreat. During the retreat, Council highlighted prioritizing funds over land.

Parkland Dedication Purpose: The Parkland Dedication requirement imposed on developers and builders within the city necessitates either land dedication for park use or payment of fees. These fees are crucial for acquiring parkland or developing park facilities, aiming to enhance or establish new park amenities without overburdening current city residents. The ordinance encompasses land dedication, fees in lieu of land dedication, and a park development fee.

Fee Calculation Methodology: The existing fees and calculation methodology include assessments based on city population, park acreage, dwelling units, market value of land, and park development cost. The proposed fee is a combined amount of \$1,422 (fee in lieu of land dedication) (see Exhibit A) and \$878 (park development fee reduction) (see Exhibit B) totaling \$2,300 per dwelling unit.

Conclusion: The proposed \$2,300 per dwelling unit fee aligns with the comprehensive Parkland Dedication requirement, aiming to facilitate park development without imposing excessive strain on city residents. City Council decision will determine the implementation of revised fees and

AGENDA ITEM REPORT

14.8.



amendments to the Master Plan, crucial for future parkland enhancement initiatives.

Current Fees

Sec. A1.004 Development fees

Parkland fee-in-lieu of land dedication fees:

a) Residential: \$800.00 per unit.

b) Nonresidential: \$975.00 (minimum); \$975.00 per acre for 3 or more acres.

Exhibit A: Parkland Fee In Lieu of Land

L1	City Population (taken from 2020 Census)	27,577
L2	Total Park Acreage in Hutto	299
L3	Average occupancy per dwelling unit (2020 Census data)	2.6
L4	Number of dwelling units: (L1/L3)	10,606
L5	Dwelling units per acre of parkland: (L4/L2)	35.47
L6	The assumed market value of an acre of land for the new development is \$50,469 (see Exhibit D).	\$50,469
L7	Fee in lieu of dedication of land for each dwelling unit: (L6/L5)	\$1,422

Exhibit B: Park Development Funds

P1	Opinion of Probable Cost for a 15 acre park from 2020 Parks Master Plan	\$4,676,041
P2	Number of Acres	15
P3	Park development cost per acre (P2/P1)	\$311,736
P4	Dwelling units per acre of parkland: (L5) (see Exhibit D).	35.47
P5	Park Development Fee: (P3/P4)	\$8,780
P6	Reduction to 10% of P5 (Parks Board recommended)	\$878

Exhibit C: New development requirements:

A. Comply with the land requirements in Section 10.609 Parkland, Open Space Dedication and Park Improvements

OR

B. If unable to meet the land requirements, they would pay the proposed per dwelling unit fee of \$2,300 (combine L7 \$1,422 and P6 \$878).

AGENDA ITEM REPORT

14.8.



Exhibit D: Market value for land

A1	Undeveloped areas within Hutto and ETJ	16,335.72
A2	Value of A1 per Williamson County Appraisal District	\$824,453,008
A3	Average value per acre (A2/A1)	\$50,469

SUMMARY OF REQUEST:

Approval of Ordinance as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

This allows developers to either donate park land or pay an in lieu of donation fee of \$2,300 per dwelling unit.

ATTACHMENTS:

1. Hutto ORD Amending Methodology Parkland Dedication fee 1.2.24 w attach
2. Methodology
3. Parkland Total
4. 15 acres OPC
5. Parkland Dedication Ordinance

ORDINANCE NO. O-2024-003

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING THE PARKS, RECREATION, OPEN SPACE, AND TRAILS MASTER PLAN TO INCLUDE AN UPDATED METHODOLOGY FOR ESTABLISHING PARKLAND DEDICATION FEES, AND AMENDING APPENDIX A, ARTICLE A1.000, SECTION A1.004, DEVELOPMENT FEES, OF THE CODE OF ORDINANCES TO ADD THE PARKLAND FEE-IN-LIEU OF LAND DEDICATION FEES AND THE PARKLAND DEVELOPMENT FEE; 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, on January 5th, 2023, the City Council approved amendments to the Hutto Unified Development Code Section 10.609, regarding parkland and open space dedication requirements; and

WHEREAS, amendments to the Parks, Recreation, Open Space, and Trails Master Plan, initially adopted in January 2020, are necessary to clarify the method for calculating Parkland Dedication fees, Attachment “A”, Parkland Dedication Fee Methodology; and

WHEREAS, the Parks and Recreation Department and the Parks Advisory Board have reviewed the Parkland Fee Analysis for calculating the development fees associated with parkland dedication and have recommended amendments to align the fees with market conditions and growth patterns and to ensure the City has adequate parkland and park improvements to meet the recreational needs of the public and are recommending amendments to City of Hutto Appendix B, Fee Schedule; 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 were 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: The Parks Master Plan of the City of Hutto, adopted January 2020, is hereby amended to read in accordance with **Attachment A** which is attached hereto and incorporated into this Ordinance for all intents and purposes and Appendix A, Article A1.000, Section A1.004, Development Fees, of the Code of Ordinances of the City of Hutto, is hereby amended to read in accordance with **Attachment B** which is attached hereto and incorporated into this Ordinance for all intents and purposes. Underlined text shall be added, and struck-through and bracketed text shall be deleted as indicated in **Attachment B**.

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 **4th** day of **January 2024**.

READ, PASSED, and ADOPTED on the second reading of this ____ day of _____, **2024** 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 Lewis, City Secretary

Attachment A

Parkland Dedication Fee Methodology

Parks Advisory Board recommended a \$2,300 per dwelling unit (Exhibit A + Exhibit B) for the Parkland Dedication Fee.

Exhibit A: Parkland Fee In Lieu of Land \$1,422

L1	City Population ¹	27,577
L2	Total City Park Acreage ²	299
L3	Average occupancy per dwelling unit (Census data) ³	2.6
L4	Number of Dwelling units: (L1/L3)	10,606
L5	Dwelling units per acre of parks: (L4/L2)	35.47
L6	Assume market value of an acre of land for the new development is \$50,469 ⁴ (See Exhibit D)	\$50,469
L7	Fee in lieu of dedication of land for each dwelling unit: (L6/L5)	\$1,422

Exhibit B: Park Development Funds \$878

P1	Opinion of Probable Cost for 15 acre park	\$4,676,041
P2	15 acres	15
P3	Park development cost per acre (P1/P2)	\$311,7736
P4	Dwelling units per acre of parks (See Exhibit D)	35.47
P5	Park Development Fee: (P3/P4)	\$8,788
P6	10% of P5	\$878

¹ 2020 Census

² Williamson County Appraisal District

³ 2020 Census

⁴ Analysis of the Parkland Dedication Ordinance Fees

Attachment A

Exhibit C: New development requirements:

A. Comply with the land requirements in Section 10.609 Parkland, Open Space Dedication and Park Improvements

OR

B. If unable to meet the land requirements, they would pay the proposed per dwelling unit fee of \$2,300.

Exhibit D: Market value for land

Identifying Undeveloped Land within the Area:

Burditt Consultants developed the criteria in 2023 to find out the quantity of undeveloped land there is and its value.

1. A search for properties that didn't have any buildings or improvements through tax records for Hutto's City Limits and the area just outside the city (known as ETJ) using data from 2022 in Williamson County added to 16,335.72 acres of undeveloped land.

2. The values listed for all this land in the tax records were worth \$824,453,008 for all the undeveloped land in 2022.

3. To figure out how much each acre of this land was worth on average, we divided the total value by the total acreage. This gave us an average value of \$50,469 per acre in 2022 ($\$824,453,008 / 16,335.72$ acres).

A1	Undeveloped areas within Hutto and ETJ	16,335.72
A2	Total value of the undeveloped land	\$824,453,008
A3	Average value per acre (A2/A1)	\$50,469

Attachment A
Hutto Parkland (As of 11/29/2023)

Mustang Creek Parkland	39.93
Fritz Park	12.53
Holmstrom/Nguyen Fields	14.26
Mager Fields	4.28
Creekside Park	23.78
Caramel Parkland	26.9
Hutto Community Park	1.41
Glenwood Splash Pad	0.83
Hutto Lake Park	54.62
Durango Liberty & East Parkland	3.14
Cross Creek Parkland	34.19
Adam Orgain Park	65.9
Riverwalk Soccer Fields	16.82
Sandbox at Madeline's Place	1
Total	299.59

Prototypical I5 Acre Community Park

The concept for the I5 acre park illustrates the space requirements for a selection of amenities for both programmed activities such as baseball and soccer, tennis, and basketball, as well as passive activities including a splashpad, large playground, rental pavilions, and trails. The prototype should serve as a tool for evaluating park space needs when land becomes available for acquisition, as well as budget development when it comes time for capital improvements planning. The included Opinion of Probable Cost (OPC) details the important considerations for development.

I5 Acre Park Preliminary Opinion of Probable Cost

	Item / Description	Qty	Unit	Rate	Total Cost
1	Site				\$381,718
1.1	General Requirements/Mobilization			5%	\$159,049
1.2	Site Work			7%	\$222,669
2	Structures				\$740,000
	Large Pavilion	1	allow	\$500,000	\$500,000
	Group Pavilion	2	ea	\$100,000	\$200,000
	Parking lot lighting	4	ea	\$10,000	\$40,000
3	Hardscapes				\$805,981
3.1	8' wide Concrete Walks	41073	sf	\$9	\$349,121
3.2	Site Furnishings (litter benches, bike racks)	1	allow	\$25,000	\$25,000
3.3	Parking lot / concrete with stripping	43186	sf	\$10	\$431,860
4	Play Amenities				\$1,485,000
	Playgrounds	1	allow	\$300,000	\$300,000
	200' baseball field	2	allow	\$150,000	\$300,000
	Practice multi-use fields	3	allow	\$85,000	\$255,000
	Basketball Courts	2	allow	\$90,000	\$180,000
	Tennis Courts	2	allow	\$100,000	\$200,000
	Splash Pad	1	allow	\$250,000	\$250,000
5	Landscape				\$150,000
5.1	Trees, grass and irrigation improvements	1	allow	\$150,000	\$150,000
	Subtotal Construction OPC				\$3,562,698
	Contractor's OH/Markup (25%)				\$890,675
	Contingency (5%)				\$222,669
	Total Construction OPC				\$4,676,041

Burditt Consultants has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Burditt Consultants cannot and does not guarantee that proposals, bids or actual construction will not vary from opinion of probable costs.

Attachment “B”

Appendix A, Fee Schedule

Sec. A1.004 Development fees

1) Parkland fee-in-lieu of land dedication fees:

- a) Residential: \$2,300 per unit.
- b) Nonresidential: \$975.00 (minimum); \$975.00 per acre for 3 or more acres.

Parkland Dedication Fee Methodology

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L7	Fee in lieu of dedication of land for each dwelling unit: (L6/L5)	\$1,422

Exhibit B: Park Development Funds \$878

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	Parking lot lighting	4	ea	\$10,000	\$40,000
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3.3	Parking lot / concrete with stripping	43186	sf	\$10	\$431,860
4	Play Amenities				\$1,485,000
	Playgrounds	1	allow	\$300,000	\$300,000
	200' baseball field	2	allow	\$150,000	\$300,000
	Practice multi-use fields	3	allow	\$85,000	\$255,000
	Basketball Courts	2	allow	\$90,000	\$180,000
	Tennis Courts	2	allow	\$100,000	\$200,000
	Splash Pad	1	allow	\$250,000	\$250,000
5	Landscape				\$150,000
5.1	Trees, grass and irrigation improvements	1	allow	\$150,000	\$150,000
	Subtotal Construction OPC				\$3,562,698
	Contractor's OH/Markup (25%)				\$890,675
	Contingency (5%)				\$222,669
	Total Construction OPC				\$4,676,041

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10.609 Parkland, Open Space Dedication and Park Improvements

10.609.1 Intent

This subsection is intended to ensure the city has enough parkland to meet the recreational needs of its residents.

10.609.2 Applicability.

This section applies in the following areas.

City of Hutto conventional zoned areas	City of Hutto FBC Form Based Code zoning district	City of Hutto OT Old Town zoning district	Hutto extraterritorial jurisdiction (ETJ)
Yes	Yes	Yes	Yes

10.609.3 Applicability: overview of requirements

A subdivider or developer of land for residential or non-residential purposes must provide for Parkland Dedication or pay a Fee in Lieu of Parkland Dedication and pay Parkland Development Fees for public park and/or open space development.

A portion of land may meet the Parkland Dedication requirements if recommended by the Hutto Parks and Recreation Department based on the requirements of Section 10.609 and conformity with the City of Hutto Parks, Recreation, Open Space and Trails Master Plan, as may be amended (hereinafter referred to as the “Parks Master Plan” for purposes of Section 10.609).

The parkland dedications and improvements required by Section 10.609 must be installed, or the Fee in Lieu of and Parkland Development Fees paid, before the approval of the final plat for a subdivision, in conformance to the standards of Section 10.609.

10.609.4 Parkland dedication

10.609.4.1 Parkland dedication plan

A Parkland Dedication Plan shall be approved prior to the preliminary plat review and/or site plan development. The proposed parkland will be shown on the preliminary plat and final plat, and be included in the dedication statement.

A Parkland Dedication Plan must meet the following requirements:

1. Proposed parkland shall meet the land requirements of Section 10.609.4.2, and shall be a minimum of 15 acres.
2. Proposed parkland shall meet the requirements and guidelines of Section 10.609.5 and the Parks Master Plan, as amended.
3. The Parkland Dedication Plan shall be conditionally approved by the Parks and Recreation Director or designated agents at the conceptual plan stage and approved by the Parks Advisory Board and Parks and Recreation Director prior to the preliminary plat stage and/or site plan development.

10.609.4.2 Parkland dedication; land requirements

A subdivider or developer must dedicate a minimum of at least 1,000 square feet of parkland for each single household lot or proposed number of dwelling units, or pay a Fee in Lieu of Parkland Dedication.

If an area is replatted before construction of the development, or the number of anticipated lots or dwelling units increases, the subdivider or developer shall adjust the Parkland Dedication or pay the Fee in Lieu of Parkland Dedication and Parkland Development Fees to provide for the change in lots or dwelling units.

10.609.5 Nature of proposed parkland

10.609.5.1 Land eligibility for proposed parkland

In addition to the requirements of Section 10.609.4, the following subsections provide the criteria by which the Parks and Recreation Department and Parks Advisory Board will determine acceptance of a Park Dedication Plan.

The following is broken into two categories to determine land eligibility. Ineligible land may be dedicated for parkland, but ineligible land cannot be counted towards the minimum necessary to meet Parkland Dedication requirements. The Parks and Recreation Department and Parks Advisory Board have the final decision in acceptance as provided for in the Parkland Dedication Plan in accordance with the criteria below:

Accepted conditionally

- Detention ponds, retention ponds, and drainage ways.
- Private community and amenity centers.
- Golf courses, country clubs, and similar facilities

Never accepted

- Rights-of-way and/or easements of irrigation ditches, laterals and aqueducts, power lines, pipelines or other public or private utilities.
- Wetlands that are saturated for greater than 25% of the year, swamps, and boggy lands.
- Entry features, areas devoted to decorative landscaping, green lanes, traffic islands, medians less than 100 feet wide, tree lawns, and areas following development perimeter walls.
- Land used for mining or oil or gas wells.

10.609.5.2 Unity

Proposed parkland shall form a single parcel, unless two or more parcels are approved in the Parkland Dedication Plan.

10.609.5.3 Usability

Proposed parkland shall be located outside the 100-year flood plain and be outside of wetlands subject to Federal or State regulatory jurisdiction unless approved in the Parkland Dedication Plan.

10.609.5.4 Shape

The shape of proposed parkland shall be compact and sufficiently rectangular or round to provide a meaningful, quality open space.

Proposed parkland and open space areas may not take the form of narrow strips, except corridors in conjunction with the Parks Master Plan, and medians at least 100 feet wide as approved in the Parkland Dedication Plan.

10.609.5.5 Location

Proposed parkland shall be located in a central location that is within a reasonable walking distance (1000 feet to 1,500 feet) of residents of the subdivision or planned development, except that proposed parkland may be located outside of the residential development to conform to the Parks Master Plan, to conform to comprehensive or neighborhood plans, to add property to existing parkland, or to combine land dedication efforts with other developments.

10.609.5.6 Access

Proposed parkland shall front on a public street with a residential lane or greater classification to the maximum extent practicable unless otherwise approved in the Parkland Dedication Plan.

10.609.5.7 Topography

The average slope of the portion of dedicated parkland may not exceed the average slope of the entire subdivision or planned development. Slope on the usable portion of dedicated park shall be less than 15%.

10.609.5.8 Improvements by park site

The subdivider or developer must install public improvements next to the parkland including, but not limited to, curb and gutters, streets, sidewalks, storm drainage facilities, and bridges. All bridges must be approved by the Public Works Department. Parkland shall have access to water, sanitary sewer, storm sewer, and electrical services unless otherwise provided for in the Parkland Dedication Plan.

The subdivider or developer must provide convenient pedestrian and vehicular access to parks and open space. In areas of parkland not fronting a public street, access by frequent green links or public paths shall be provided. All-access points must comply with standards outlined in the Americans with Disability Act.

10.609.6 Fee in Lieu of Parkland Dedication

A subdividers or developer will be required to pay the Fee in Lieu of Parkland Dedication and Parkland Development Fees unless the subdivider or developer complies with the Parkland Dedication requirements of Section 10.609.4.

The Fee in Lieu of Parkland Dedication shall be set by ordinance based on the methodology established in the Parks Master Plan.

10.609.7 Parkland development fees

In addition to the Fee in Lieu of Parkland Dedication, a subdivider or developer must pay Parkland Development Fees for the cost of parkland improvements.

The Parkland Development Fees shall be set by ordinance based on the methodology established in the Parks Master Plan.

10.609.8 Parkland Dedication or Fee in Lieu and Parkland Development Fees; procedure

10.609.8.1 Parkland Dedication or Fee in Lieu and Parkland Development Fees required before plat recording

Prior to the recording on the final plat, the subdivider or developer must execute and record an instrument of conveyance in compliance with Section 10.609.7.1 for Parkland Dedication, or pay the Fee in Lieu of Parkland Dedication required by Section 10.609.6 and the Parkland Development Fees required by Section 10.609.7.

10.609.8.2 Parkland Dedication by general warranty deed

Proposed parkland to be dedicated to the City shall be dedicated by general warranty deed. Evidence of clear title and evidence of payment of all taxes owed on the proposed parkland to be dedicated shall be provided to the City prior to the acceptance of the general warranty deed.

10.609.9 Parks improvements and acquisition account

Money, and the interest on such money, collected as a Fee in Lieu of Parkland Dedication and as Park Development Fees under UDC Section 10.609 shall be deposited into the parks improvement and acquisition account established under Section 18.02.010 of the City of Hutto Code of Ordinances and shall be used exclusively for improvement of existing and future parks and for the acquisition of land for future parks, as required by the ordinance. The fees collected under UDC Section 10.609 shall not be used for maintaining or operating public parkland or park facilities.