City of Hutto

Amended Agenda

City Council Meeting

Thursday, March 7, 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. PROCLAMATIONS

5.1. Women's History Month Proclamation

5.2. Freedom of Information Day - March 16, 2024

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 March 7, 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. Capital Improvement Projects (CIP) Updates and Presentations

9. PUBLIC HEARINGS AND RELATED ACTION

9.1. Conduct a public hearing regarding the creation of the Meadow Brook Public Improvement District (Sara Cervantes)

9.2. Conduct a public hearing and take possible action on Ordinance No. O-2024-016 for the Specific Use Permit request for the Dollar General to allow a grocery store as required by the North Town Commons Planned Unit Development (PUD) zoning ordinance and the Unified Development Code (UDC) (First Reading) (Ashley Bailey)

9.3. Conduct a public hearing and take possible action on Ordinance No. O-2024-017 for the Specific Use Permit request for Hutto Elementary School #8 project on FM 1660 to

allow a daycare, and deviations from bulk, setback and buffers, architectural style, language and materials, landscape and parking lot and vehicular screening (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

11. RESOLUTIONS

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

12. OTHER BUSINESS

12.1. Consideration and possible action on the recommendations for the updated utilities CIP projects resulting from the previous City Council Workshops (Matt Rector)

12.2. Consideration and possible action dispensing with the second reading of Ordinance No. O-2024-012, ordering a Special Election on Proposed Amendments to the Home Rule City Charter of the City of Hutto to be held on Saturday, May 4, 2024 (Legal)

12.3. Consideration and possible action designating independent legal counsel to advise the Ethics Commission and participate in hearings (Legal)

12.4. Discussion and consider action regarding selection of up to two City Council Members to attend the upcoming International Conference of Shopping Centers (ICSC) Tradeshow and Conference May 19-21, 2024, with all associated costs to be paid by the Hutto Economic Development Corporation (HEDC)

12.5. Consideration and possible action on the renegotiated management agreement between City of Hutto and the Directors of Chaos for Brushy Creek Amphitheater (Kristi Barnes)

12.6. Discussion and possible action on the Special Events Permit guidelines at Brushy Creek Amphitheater (Mayor Mike Snyder)

12.7. Consideration and possible action on Resolution No. R-2024-013 regarding Ad Valorem Tax Exemptions for Licensed Childcare Facilities (Mayor Mike Snyder)

12.8. Consideration and possible action on development of a City game room ordinance (Mayor Mike Snyder)

12.9. Discussion and possible action directing staff to bring a budget amendment for the 3349 Beautification Project to add $14,000 for lighting (Councilmember Amberley Kolar)

12.10. Discussion and possible action on directing staff to draft a budget amendment for the Diversity & Inclusion Commission to attend training and acquire help forming a strategic plan (Councilmember Dan Thornton)

12.11. Discussion and possible action relating to the release of all emails sent and/or received by Mayor Snyder regarding the East/West Spine Road including but not limited to bids and contracts (Mayor Mike Snyder)

12.12. Consideration and possible action relating to request dated February 22, 2024, for pertinent emails from all City Council members and place the emails in a folder marked as "Confidential - For Official Eyes Only". (Councilmember Dana Wilcott)

13. CONSENT AGENDA ITEMS

13.1. Consideration and possible action on Resolution No. R-2024-058 related to approval of

a change order and authorizing the City Manager to execute the same for the Frameswitch Pumping Station Improvements project and the Smart Ball Testing project with ACP, LTD in the amount of $261,800 (CIP W02-2023) (CIP W16-2024) (Matt Rector)

13.2. Consideration and possible action to approve Resolution No. R-2024-041 to award of a contract for Pre-Purchase Equipment for the Megasite Wastewater Lift Station Project (CIP WW-07), in the amount of $158,889 and authorizing the City Manager to execute the construction contract with Xylem Water Solutions USA, Inc. (Matt Rector)

13.3. Consideration and possible action on Resolution No. R-2024-051 authorizing the City Manager to execute an Individual Project Order (IPO) with Sunland Group, LLC in the amount of $149,693.46 for the Planning, Programming and Site Selection of the New Public Works Facility project (CIP F01-2024) (Matt Rector)

13.4. Consideration and possible action on Resolution No. R-2024-052 authorizing an expenditure for extension of electric service with Bluebonnet Electric in the amount of $101,459.32 for the Shiloh Pump Station (CIP W01-2024) (Matt Rector and Alberta Barrett)

13.5. Consideration and possible action on Resolution No. R-2024-050 authorizing the City Manager to execute an Individual Project Order (IPO) with Titan Valuation for Appraisal Services in the amount of $4,500 for the CR 199 Reconstruction project (CIP T19-2024) (Matt Rector)

13.6. Consideration and possible action on approval of Ordinance No. O-2024-018 regarding Blanket Purchase Orders for consumable goods and services (Alberta Barrett)

13.7. Consideration and possible action on Resolution No. R-2024-053 authorizing continued participation with the Atmos Cities Steering Committee and authorizing payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation (Legal)

13.8. Consideration and possible action relating to Resolution No. R-2024-054 authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of ten cents per capita to the steering committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC. (Legal)

13.9. Consideration and possible action on Resolution No. R-2024-048 regarding Council and City Manager expense reimbursements (Mayor Mike Snyder)

13.10. Consideration and possible action approving Resolution No. R-2024-055 consenting to the annexation of 4.881 acres of land into the Williamson County Water, Sewer, Irrigation, and Drainage District No. 3 (Legal)

13.11*. Consideration and possible action relating to Resolution No. R-2024-056 accepting the Petition filed by Tack Development, Ltd, relating to 15.513 acres of land, commercial parcel, to the Williamson County Municipal Utility District No. 22 (Star Ranch) and to set two public hearings for the limited purpose annexation (Legal) *

13.12. Consideration and possible action on approving the February 15, 2024 City Council Meeting minutes.

13.13**. Consider possible action on Ordinance No. O-2024-009 to amend the Code of Ordinances (2020 edition, as amended), Chapter 3, Land Use Standards of the City of Hutto by amending Chapter 2, Administration, by amending 10.203 Development Review Process, amending Chapter 3 Land Use Standards, Section 10.304.9 Temporary Uses, and amending Section 10.310.5, Mobile Food Vendor (Second

Reading) (Ashley Bailey) **

13.14. Consideration and possible action on Ordinance No. O-2024-010 approving budget amendments for the Hutto Economic Development Corporation (HEDC) as approved at their Board Meeting on January 29, 2024 (Second Reading) (Alberta Barrett)

13.15. Consideration and possible action on Ordinance No. O-2024-011 authorizing a budget amendment in the amount of $41,000 for the FM 3349 Bridge Beautification Project (Second Reading) (Alberta Barrett)

13.16. Consideration and possible action on Ordinance No. O-2024-013 amending Hutto Code of Ordinances, Chapter 4 Animals, Article 4.09.002 Cats to provide for Trap, Neuter and Release (Second Reading) (Chief Jeffrey Yarbrough)

13.17. Consideration and possible action on Ordinance No. O-2024-014 amending of Hutto Code of Ordinances, Chapter 22, Article 22.04.001-22.04.010 and Articles 22.04.011 and Articles 22.04.012 to provide for amending the definition of vehicles to include All Terrain Vehicle, Trailer and to amend Parking, Stopping and Standing provisions related to such vehicles (Second Reading) (Chief Jeffrey Yarbrough)

13.18. Consideration and possible action on Ordinance No. O-2024-015 amending Hutto Code of Ordinances, Chapter 8 Business Regulations, Article 8.06 Vehicle Towing to provide for towing regulations (Second Reading) (Chief Jeffrey Yarbrough)

14. 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).

14.1. Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) relating to Docket No. 2023-1566-MWD Preserve Hutto, LLC (Applicant) Request(s) filed on Permit No. WQ0016145001

14.2. Receive legal advice and discuss potential acquisitions of real estate pursuant to Texas Government Code sections 551.071 and 551.072 related to acquisitions, including by use of eminent domain if necessary, of real property interests located near the intersection of County Roads 481 and 482 for the Shiloh Pump Station water system improvements

14.3. 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.

15. ACTION RELATIVE TO EXECUTIVE SESSION

15.1. Consideration and possible action related to legal advice received and discussion of potential acquisitions of real estate pursuant to Texas Government Code sections 551.071 and 551.072 related to acquisitions, including by use of eminent domain if necessary, of real property interests located near the intersection of County Roads 481 and 482 for the Shiloh Pump Station water system improvements

15.2. Consideration and possible action on Executive Session Items

16. 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.

16.1. General Comments from City Council

16.2. Future Agenda Items

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

17. ADJOURNMENT

18. CERTIFICATION

I certify that this notice of the **AMENDED** March 7, 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 March 7, 2024 before 12:00 P.M, the original being posted on March 4, 2024 before 6:00 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.

*Item amended to add “relating to” in reference to acreage amount

**Item amended to remove “Consider a public hearing” language as the public hearing was held on February 15, 2024, and was passed at the first reading. It is now on the agenda for a second reading only.

A PROCLAMATION RECOGNIZING WOMEN'S HISTORY MONTH

WHEREAS, American women from all races, classes, and ethnicities have made historic contributions to the economic, cultural, spiritual, and political life that strengthen our nation, often in the face of discrimination and hardship; and

WHEREAS, courageous women have marched for and won the right to vote, campaigned against injustice, and shattered barriers, expanding opportunities for all people; and

WHEREAS, American women have played and continue to play critical economic, cultural, and social roles in every sphere of the life of our nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, the first presidential proclamation of Women's History Week was declared in the United States in 1980 and authorized by the U.S. Congress a year later; and

WHEREAS, in 1987, this week was expanded to Women's History Month to celebrate the contributions of women from all races, classes, and ethnicities; and

WHEREAS, far too often, the heroic efforts of women have been overlooked or undervalued and their stories have gone untold, particularly among the millions of women from diverse communities who have strengthened America across every generation.

WHEREAS, the City of Hutto is strengthened and enriched by the contributions of the women in this community; and

WHEREAS, the City of Hutto rejects any discrimination through its values, policies, and practices; and

WHEREAS, the City of Hutto has made diversity, equity, and inclusion of all groups a priority and supports the continued work of the city's diversity and inclusion commission to raise awareness and promote a community that embraces all of its citizens.

NOW, THEREFORE, we, the City Council of the City of Hutto, do herby proclaim March 2024 as:

WOMEN'S HISTORY MONTH

in Hutto, Texas. We make this proclamation to celebrate women and to affirm the City's commitment to protect and serve everyone who resides in, works in, or visits the City of Hutto without discrimination and its belief in the dignity, equality, and rights of all people.

CITY OF HUTTO, TEXAS

_____

Mike Snyder, Mayor

A PROCLAMATION RECOGNIZING FREEDOM OF INFORMATION DAY

WHEREAS, a fundamental principle of our government is that a well-informed citizenry can take part in the important decisions that set the present and future course of the City, State, and nation; And

WHEREAS, The Freedom of Information Act was proposed by Democratic Congressman John Moss who believed that "government secrecy could end in a dictatorship", and argued that the public needed adequate knowledge of government actions and decision-making processes in order to make intelligent decisions about their government, and particularly, elected officials; And

WHEREAS, In 1966, President Lyndon Johnson signed the Freedom of Information Act into law; And

WHEREAS, we celebrate Freedom of Information Day on March 16 because it is the anniversary of James Madison's Birthday, our Fourth President and one of the principal figures in the Constitutional Convention; And

WHEREAS, Madison eloquently expressed the guarantees in the Bill of Rights, particularly the freedoms of religion, speech, and press protected by the First Amendment, and believed that through the interaction of the government and its citizens, facilitated by a free press and open access to information, the government could be most responsive to the people it serves; And

NOW, THEREFORE, we, the City Council of the City of Hutto, do herby proclaim March 16, 2024 as:

FREEDOM OF INFORMATION DAY

and encourage all Hutto residents to recognize the value of reasonable access to information in our political processes. Let us not take for granted this key component of the American experience.

CITY OF HUTTO, TEXAS

_____

Mike Snyder, Mayor

AGENDA ITEM REPORT
9.1.

To:	City Council
Subject:	Conduct a public hearing regarding the creation of the Meadow Brook Public Improvement District (Sara Cervantes)
Meeting:	Thursday, March 7, 2024
Department:	Development Services /
Staff Contact:	Sara Cervantes

BACKGROUND INFORMATION:

On or about October 25, 2023, MB Hutto, LLC ("Developer") submitted an amended petition for the creation of a Public Improvement District ("PID") for a master-planned residential community located on an approximate 87-acre tract. It should be noted that the Developer and the County are working together to resolve an ongoing road alignment issue. Staff is requesting that the public hearing be closed.

SUMMARY OF REQUEST:

Staff is recommending that the City Council close the public hearing related to the Meadowbrook Public Improvement District. The Public Improvement District Development Agreement remains under review and, in accordance with the Public Improvement District Policy, the closing of the public hearing will signal the start of a six (6) month time frame during which all documents must be completed. Failure to complete documents within the given time frame will require the Developer to re-submit their Public Improvement District petition.

STAFF REVIEW:

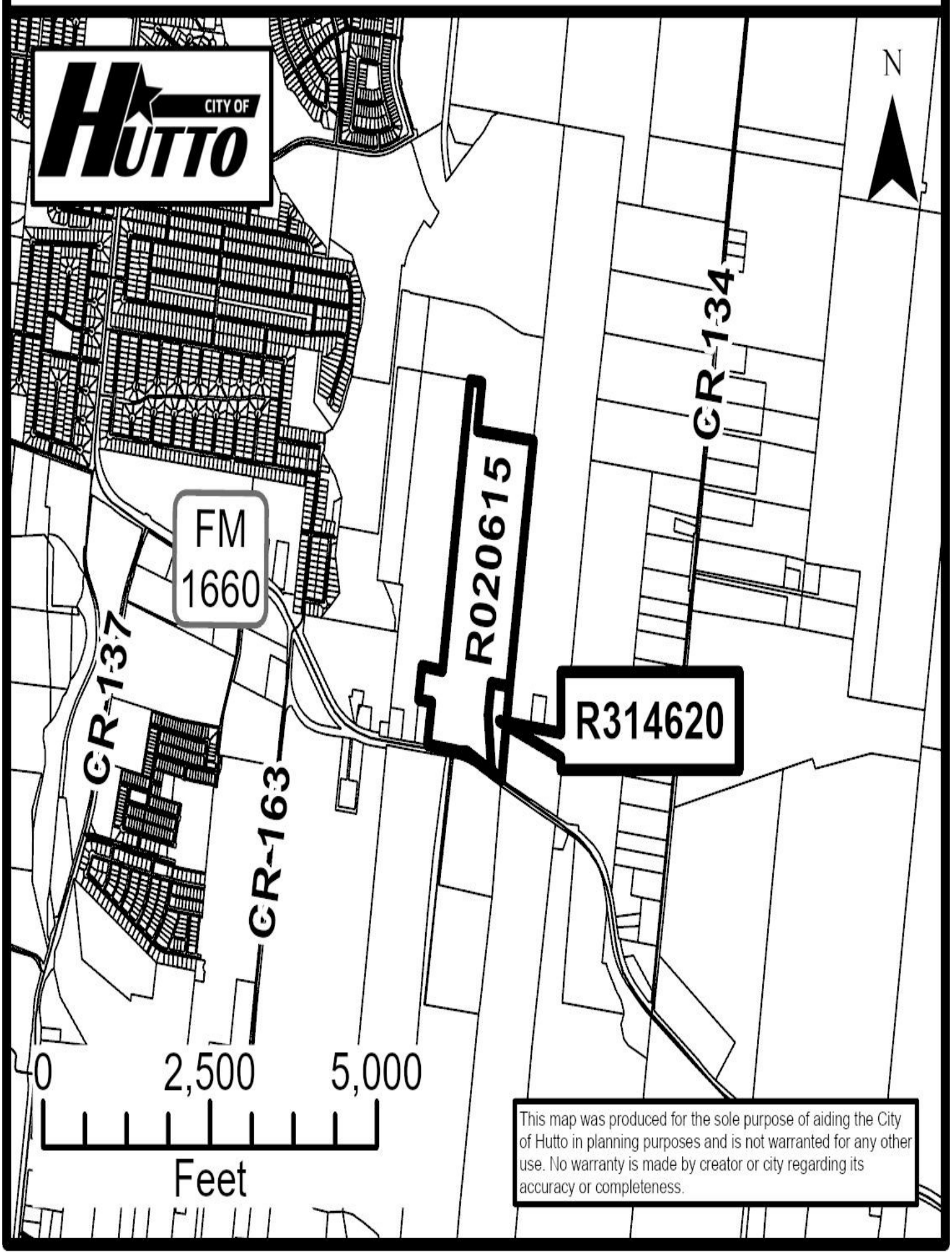
FISCAL NOTES:

The Meadowbrook property is currently located in the extraterritorial jurisdiction of the City and will be annexed upon approval of a correlating Development Agreement.

ATTACHMENTS:

1. Meadowbrook_PUD_Newspaper_Map

Meadowbrook PUD



AGENDA ITEM REPORT
9.2.

To:	City Council
Subject:	Conduct a public hearing and take possible action on Ordinance No. O-2024-016 for the Specific Use Permit request for the Dollar General to allow a grocery store as required by the North Town Commons Planned Unit Development (PUD) zoning ordinance and the Unified Development Code (UDC) (First Reading) (Ashley Bailey)
Meeting:	Thursday, March 7, 2024
Department:	Development Services /
Staff Contact:	Ashley Bailey

BACKGROUND INFORMATION:

The North Town Commons development consists of a 28.449 acre parcel within a Planned Unit Development (PUD) that was originally approved in 2008 with amendments in 2017 and 2023. The 2023 amendment included removing a proposed right-of-way connection to the adjacent residential neighborhood, the approved PUD is attached, which include a concept layout and elevations for the proposed use. A Specific Use Permit is required to allow a grocery store for the underlying B-1 zoning district.

NORTH: Limmer Loop ROW and General Commercial (B-2) and Extraterritorial Jurisdcition with Development Agreement (ETJ with DA)
SOUTH: Durango Planned Unit Development (PUD)
EAST: Existing Single-Family Residential (SF-1)
WEST: Extraterritorial Jurisdiction with Development Agreement (ETJ with DA)

SUMMARY OF REQUEST:

Dollar General is proposing a grocery store to be located within the North Town Commons Planned Unit Development. Per the Planned Unit Development, the commercial area shall develop in compliance with the B-1 (Local Commercial) zoning district and the uses identified in the current City of Hutto Unified Development Code. As defined in the Unified Development Code section 10.304.6, the use of a grocery store requires a Specific Use Permit in the Local Commercial (B-1) zoning district.

A grocery store is defined as a retail business with greater than 5,000 square feet gross floor area primarily selling food and other convenience and household goods in Section 10.307.18 of the UDC. There are conditions of approval that will have to be met including but not limited to outdoor lighting must be fully shielded and cannot trespass onto adjacent property, signage cannot face adjacent residential, all buildings have to be setback a minimum of one (1) foot for every foot in building height, and additional buffering and landscape standards.

AGENDA ITEM REPORT
9.2.

STAFF REVIEW:

96 notices went out to property owners within a 600' buffer and staff received several responses; 3 were in support and 4 in opposition. Those opposed to the application cite a market saturation of Dollar General stores in Hutto currently, concerns about traffic along Limmer Loop, noise concerns for delivery, and general concerns about commercial so close to residential.

Planning and Zoning Commission Recommendation:
The Planning and Zoning Commission recommended approval of the proposed Specific Use Permit for a grocery store to be located within the North Town Commons Planned Unit Development by a vote of 3-1, with the following conditions as listed in Section 10.307.18.3:

1. Landscape buffer - minimum of 25 feet of landscape buffer from adjacent residential; or minimum of 15 feet of landscape buffer with a 6-foot tall masonry wall.
2. Building Signage - all building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.
3. Height - all buildings must be setback a minimum of 1 foot for each foot of height from adjacent SF-1 properties.
4. Operating Hours - Hours are limited to 7:00 a.m to 10:00 p.m., unless otherwise approved by specific use permit.
5. Outdoor Lighting - all outdoor lighting must be fully shielded, hooded and cannot trespass onto any adjacent property.
6. Deliveries shall meet the operating hours.

If the Specific Use Permit is approved, the development will proceed though Site Plan and Building Permit approval.

FISCAL NOTES:

Not applicable to this item.

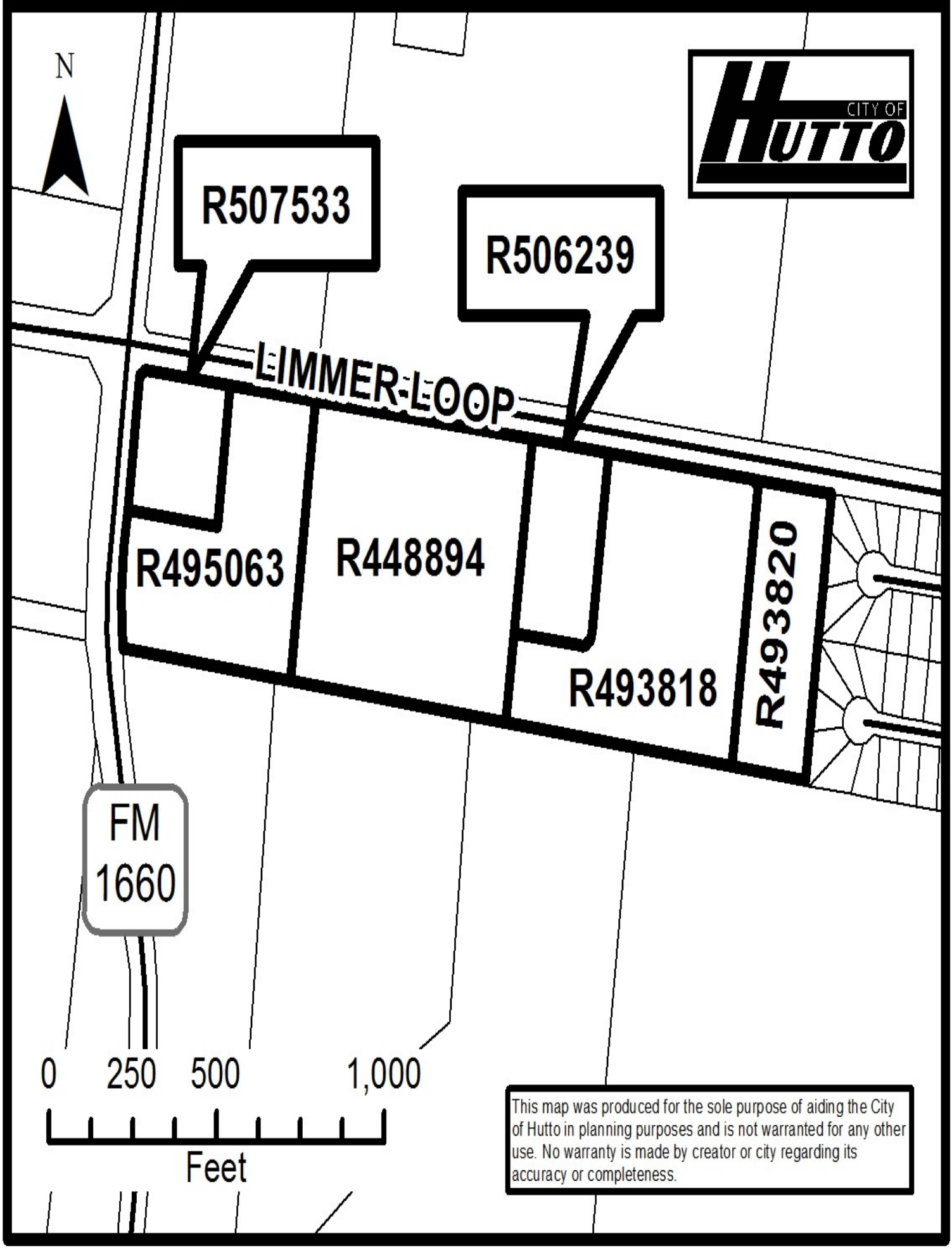
ATTACHMENTS:

1. NorthTown_Commons_Newspaper_Map
2. O-2024-016 DG SUP
3. Zoning Map
4. O-2023-006_Northtown Commons PUD
5. 2022-09-06_Hutto, TX_City SP-Aerial
6. Letter of Intent
7. 3874 Limmer - William Favor

AGENDA ITEM REPORT
9.2.

8. Jones Favor
9. Newson Favor
10. Lumsden Object
11. Roussel Object
12. Witherspoon - Object
13. MontgomeryJohnson 1106 Irina Cove - Object

Northtown Commons



ORDINANCE NO. 2024-016

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A GROCERY STORE IN THE NORTHTOWN COMMONS PLANNED UNIT DEVELOPMENT WITH UNDERLYING B-1 (COMMERCIAL: LOCAL/NEIGHBORHOOD) ZONING DISTRICT NORTHTOWN COMMONS LOT 1, BLOCK B, 2.0 ACRES, MORE OR LESS, OF LAND, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to grant a Specific Use Permit to allow a grocery store use in the B-1 (Commercial: local/neighborhood) zoning district at the property known as Northtown Commons, Lot 1, Block B, described in Exhibit "A", being attached hereto and incorporated herein, and;

WHEREAS, on the 20th day of February, 2024, after proper notification, the Planning and Zoning Commission held a public hearing on the proposed Specific Use Permit request, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed Specific Use Permit request on the 20th day of February, 2024, and;

WHEREAS, on the 7th day of March 2024, after proper notification, the City Council held a public hearing on the proposed Specific Use Permit request, and;

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

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

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

SECTION I.

1.

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

10.203.21.3 Criteria

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

10.203.21.5 Conditions

- The Planning and Zoning Commission and/or City Council may impose conditions on a specific use permit. Conditions for the specific use permit at issue are included in Section I subsection 2, below.
- Specific use permit approval does not run with the land, and expires with the end of the approved use.

10.203.21.6 Amendments

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

10.204.2 Effective date and expiration

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

2.

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

- Landscape buffer - minimum of 25 feet of landscape buffer from adjacent residential; or minimum of 15 feet of landscape buffer with a 6-foot tall masonry wall.
- Building Signage - all building signage must face the right-of-way or an internal parking lot. Building signage cannot face any adjacent residential property. If the residential property is across a public right-of-way, building signage facing the property is allowed.
- Height - all buildings must be setback a minimum of 1 foot for each foot of height from adjacent SF-1 properties.
- Operating Hours - Hours are limited to 7:00 a.m. to 10:00 p.m., unless otherwise approved by specific use permit.
- Outdoor Lighting - all outdoor lighting must be fully shielded, hooded and cannot trespass onto any adjacent property.
- Deliveries shall meet the operating hours.
- Any future development, other than the use specified for this request, on the lot is required to obtain City Council approval prior to permitting.

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

SECTION VII. Penalty

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. In addition, any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance may be subjected to such civil penalties as are authorized by law.

READ and **APPROVED** on first reading on this the **7th** day of March, 2024 at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this **21st** day of March, 2024 at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

Attest:

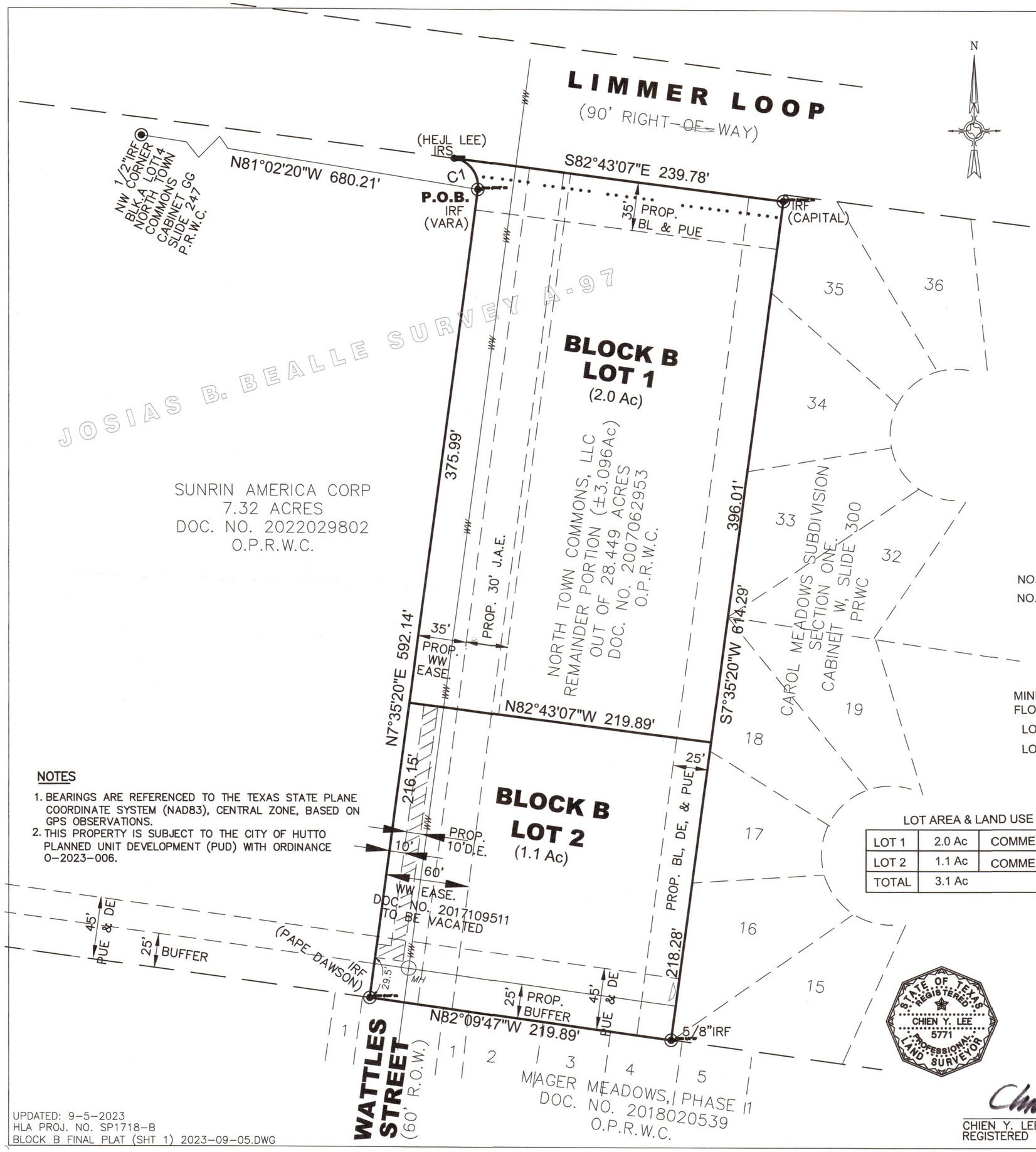
_____
Angela Lewis, City Secretary

Doc # 2023090593

FINAL PLAT

BLOCK B, NORTH TOWN COMMONS

IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS



0 50 100 FT

LEGEND

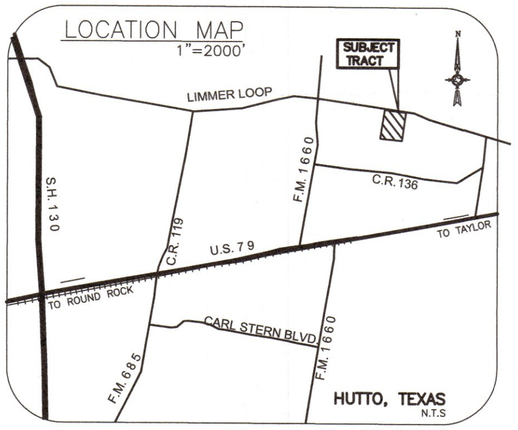
IRF ◉	IRON ROD FOUND (UNLESS OTHERWISE NOTED)
IRS ●	IRON ROD SET (UNLESS OTHERWISE NOTED)
▲	CALCULATED POINT
J.A.E.	JOINT ACCESS EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
B.L.	BUILDING SETBACK LINE
P.O.B.	POINT OF BEGINNING
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PRWC	PLAT RECORDS OF WILLIAMSON COUNTY
—WW—	EXIST. WASTEWATER LINE
	EXIST. CONTOUR
• • • • • •	PROPOSED SIDEWALK

NO. OF BLOCK 1
NO. OF LOT 2

MINIMUM FINISHED FLOOR ELEVATION

LOT 1	680.5
LOT 2	679.0

LOCATION MAP
1"=2000'



NOTES

1. BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD83), CENTRAL ZONE, BASED ON GPS OBSERVATIONS.
2. THIS PROPERTY IS SUBJECT TO THE CITY OF HUTTO PLANNED UNIT DEVELOPMENT (PUD) WITH ORDINANCE O-2023-006.

LOT AREA & LAND USE

LOT 1	2.0 Ac	COMMERCIAL
LOT 2	1.1 Ac	COMMERCIAL
TOTAL	3.1 Ac	

CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD
C1	20.00'	89°25'12"	31.21'	N37°22'31"W 28.14'

OWNER INFO:
NORTH TOWN COMMONS, LLC
3874 LIMMER LOOP, HUTTO, TX 78634
BOB CASTLE, WILLIAM RANDALL RUSS, KYLE RADER
(512) 689-6982

STATE OF TEXAS REGISTERED CHIEN Y. LEE 5771 PROFESSIONAL LAND SURVEYOR

9-5-2023

Chien Lee

CHIEN Y. LEE, P.E., R.P.L.S., AICP
REGISTERED PROFESSIONAL LAND SURVEYOR

SHEET 1 OF 2

HEJL, LEE & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
206 TAYLOR STREET, HUTTO, TEXAS 78634
Ph:(512) 642-3292
TBPE FIRM NO. F-755 TBPLS FIRM NO. 10058500

UPDATED: 9-5-2023
HLA PROJ. NO. SP1718-B
BLOCK B FINAL PLAT (SHT 1) 2023-09-05.DWG

Doc #2023096593

FINAL PLAT
BLOCK B
NORTH TOWN COMMONS

CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS

FIELD NOTES

Being 3.10 acre tract of land located in the Josias B. Bealle Survey, Abstract No. 97 in Williamson County, Texas. Said 3.10 acre tract of land being out of the remainder of a called 28.449 acre tract of land recorded in the name of North Town Commons, LLC in Document Number 2007062953 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.). Said 3.10 acre tract of land being more particularly described by metes and bounds description as follows (bearings and distances are based on the Texas State Plane Coordinate System (NAD83), Central Zone, based on GPS observations);

BEGINNING at an iron rod found with "VARA" cap on the east line of a 7.32 acre tract recorded in the name of Sunrin America Corp in Doc. No. 2022029802 of the O.P.R.W.C., being on the west line of the east portion of the said 28.449 acre remainder tract, from which a 1/2" iron rod found for the northwest corner of Lot 14, Block A, North Town Commons Subdivision as recorded in Cabinet GG, Slide 247 of the Williamson County Plat Record (W.C.P.R.), bears N 81°02'20" W, a distance of 680.21 feet;

THENCE, traveling along the northeast corner of said 7.32 acre tract, and the northwest corner of said east portion of the 28.449 acre remainder tract, a curve to the left with a radius of 20.00 feet, central angle of 89°25'12", an arc length of 31.21 feet, and a chord bears N 37°22'31" W and a distance of 28.14 feet to an iron rod set with "HEJL LEE" cap on the north line of said 7.32 acre tract, being on the south line of Limmer Loop (90' R.O.W.), also being the northwest corner of herein described tract;

THENCE, S 82°43'07" E, traveling along the south line of Limmer Loop and the north line of said 28.449 acre remainder tract, a distance of 239.78 feet to an iron rod found with "CAPITAL" cap for the northeast corner of said 28.449 acre remainder tract, being on the west line of Lot 35, Carol Meadows Subdivision, Section One, as recorded in Cabinet W, Slide 300 of W.C.P.R., being the northeast corner of herein described tract;

THENCE, S 7°35'20" W, traveling along the east line of said 28.449 acre remainder tract and the west line of said Carol Meadows Subdivision, Section One, a distance of 614.29 feet to a 5/8" iron rod found for the southeast corner of said 28.449 acre tract, being the southwest corner of Lot 16 of said Carol Meadows Subdivision, Section One, being on the north line of Mager Meadows, Phase 1 as recorded in Doc. No. 2018020539 of O.P.R.W.C., also being the southeast corner of herein described tract;

THENCE, N 82°09'47" W, traveling along the south line of said 28.449 acre remainder tract and the north line of said Mager Meadows Subdivision, Phase One, a distance of 219.89 feet to an iron rod found with "PAPE DAWSON" cap for the southwest corner of east portion of said 28.449 acre remainder tract, being the southeast corner of said 7.32 acre tract, also being the southwest corner of herein described tract;

THENCE, N 7°35'20" E, traveling along the east line of said 7.32 acre tract and the west line of the east portion of said 28.449 acre remainder tract, a distance of 592.14 feet to the POINT OF BEGINNING, containing 3.10 acres of land, more or less.

STATE OF TEXAS
COUNTY OF WILLIAMSON
I, CHIEN Y. LEE, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE FOUND AND/OR PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE APPLICABLE CODES AND ORDINANCES OF THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

Chien Lee 9-5-2023
CHIEN Y. LEE, P.E., R.P.L.S., AICP
REGISTERED PROFESSIONAL LAND SURVEYOR
HEJL, LEE & ASSOCIATES, INC.
206 TAYLOR STREET, HUTTO, TX 78634
(512) 642-3292

STATE OF TEXAS REGISTERED CHIEN Y. LEE 5771 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF WILLIAMSON
I, CHIEN Y. LEE, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Chien Lee 9-5-2023
CHIEN Y. LEE, P.E., R.P.L.S., AICP
LICENSED PROFESSIONAL ENGINEER
HEJL, LEE & ASSOCIATES, INC.
206 TAYLOR STREET, HUTTO, TX 78634
(512) 642-3292

STATE OF TEXAS CHIEN Y. LEE 66022 REGISTERED PROFESSIONAL ENGINEER

NOTES

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. BUILDING SETBACK LINES SHALL CONFORM WITH CITY OF HUTTO UNIFIED DEVELOPMENT CODE, AS AMENDED, OR WITH THE APPROVED PUD.
3. TIF WILL BE DUE BASED ON ORDINANCE 2021-014.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
5. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS, AS AMENDED.
6. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION, IN CONFORMANCE WITH THE UDC, AS AMENDED.
7. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
8. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE WATER: CITY OF HUTTO, WASTEWATER: CITY OF HUTTO, AND ELECTRIC: ONCOR.
9. NO PORTION OF THE AREA OF THIS SUBDIVISION IS LOCATED WITHIN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NO. 48491C0520F, EFFECTIVE DATE OF DECEMBER 20, 2019.
10. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2-INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
11. ON-SITE STORM WATER DETENTION FACILITIES SHALL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25, AND 100-YEAR STORM EVENTS. EACH LOT SHALL BE RESPONSIBLE FOR PROVIDING ITS ON-SITE STORM WATER DETENTION POND TO REGULATE STORM WATER BEFORE DISCHARGE OFF-SITE.
12. THIS SUBDIVISION IS SUBJECT TO THE FOLLOWING REGULATIONS:
    - PLANNED UNIT DEVELOPMENT (PUD) ZONING ORDINANCE NO. O-2023-006.
    - RESTRICTIVE COVENANTS AS RECORDED IN DOC. 2008004882 OF OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, DATED 1-17-2008.
13. BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD83), CENTRAL ZONE, BASED ON GPS OBSERVATIONS.
14. THE MAXIMUM IMPERVIOUS COVERAGE PER NON-RESIDENTIAL LOT IS 85%.
15. ALL COMMON WATER, WASTEWATER, DRIVEWAY, AND DRAINAGE FACILITIES LOCATED WITHIN THIS SUBDIVISION SHALL BE OPERATED AND MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION TO BE RECORDED IN SEPARATE INSTRUMENT.
16. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
17. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
18. THIS SUBDIVISION IS ZONED AS PUD. THIS PLAT CONFIRMS TO THE CONCEPTUAL PLAN IN PLANNED DEVELOPMENT UNIT DEVELOPMENT "NORTH TOWN COMMONS" AS APPROVED BY CITY COUNCIL BY ORDINANCE O-2023-006.

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 22nd DAY OF November, 2023, A.D., AT 9:35 O'CLOCK A.M. AND DULY RECORDED THIS 22nd DAY OF November, 2023, A.D., AT 9:46 O'CLOCK, A.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN INSTRUMENT NO. 2023096593.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK, COUNTY COURT OF WILLIAMSON COUNTY, TEXAS
BY: Diana Lam
DEPUTY

COUNTY COURT WILLIAMSON COUNTY, TEXAS

COUNTY OF WILLIAMSON
STATE OF TEXAS
KNOW ALL MAN BY THESE PRESENTS:
WE, BOB CASTLE, WILLIAM RANDALL RUSS, AND KYLE RADER, OWNERS OF NORTH TOWN COMMONS, LLC, OWNS THE REMAINDER OF 28.449 ACRE TRACT OF LAND AS RECORDED IN DOCUMENT NO. 2007062953 OF OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY SUBDIVIDE PORTION OUT OF SAID REMAINDER OF 28.449 ACRE TRACT TO BE KNOWN AS

BLOCK B, NORTH TOWN COMMONS

AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER THE USE OF THE STREETS, EASEMENTS, AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.
TO CERTIFY WHICH, WITNESS BY MY HAND THIS 2 DAY OF October, 2023, A.D.

BOB CASTLE — WILLIAM RANDALL RUSS — KYLE RADAR

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BOB CASTLE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE 2 DAY OF October. 2023 A.D.

NOTARY PUBLIC, STATE OF TEXAS
Debra Lynn Stuckey
PRINT NAME
MY COMMISSION EXPIRES: 9-22-2026

DEBRA LYNN STUCKEY
Notary ID #3265308
My Commission Expires
September 22, 2026

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WILLIAM RANDALL RUSS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE 2 DAY OF October, 2023 A.D.

NOTARY PUBLIC, STATE OF TEXAS
Debra Lynn Stuckey
PRINT NAME
MY COMMISSION EXPIRES: 9-22-2026

DEBRA LYNN STUCKEY
Notary ID #3265308
My Commission Expires
September 22, 2026

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KYLE RADER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE 2 DAY OF October, 2023 A.D.

NOTARY PUBLIC, STATE OF TEXAS
Debra Lynn Stuckey
PRINT NAME
MY COMMISSION EXPIRES: 9-22-2026

DEBRA LYNN STUCKEY
Notary ID #3265308
My Commission Expires
September 22, 2026

PASSED AND APPROVED BY THE PLANNING & ZONING COMMISSION ON THE 10 DAY OF October, 2023 A.D. AND AUTHORIZE TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

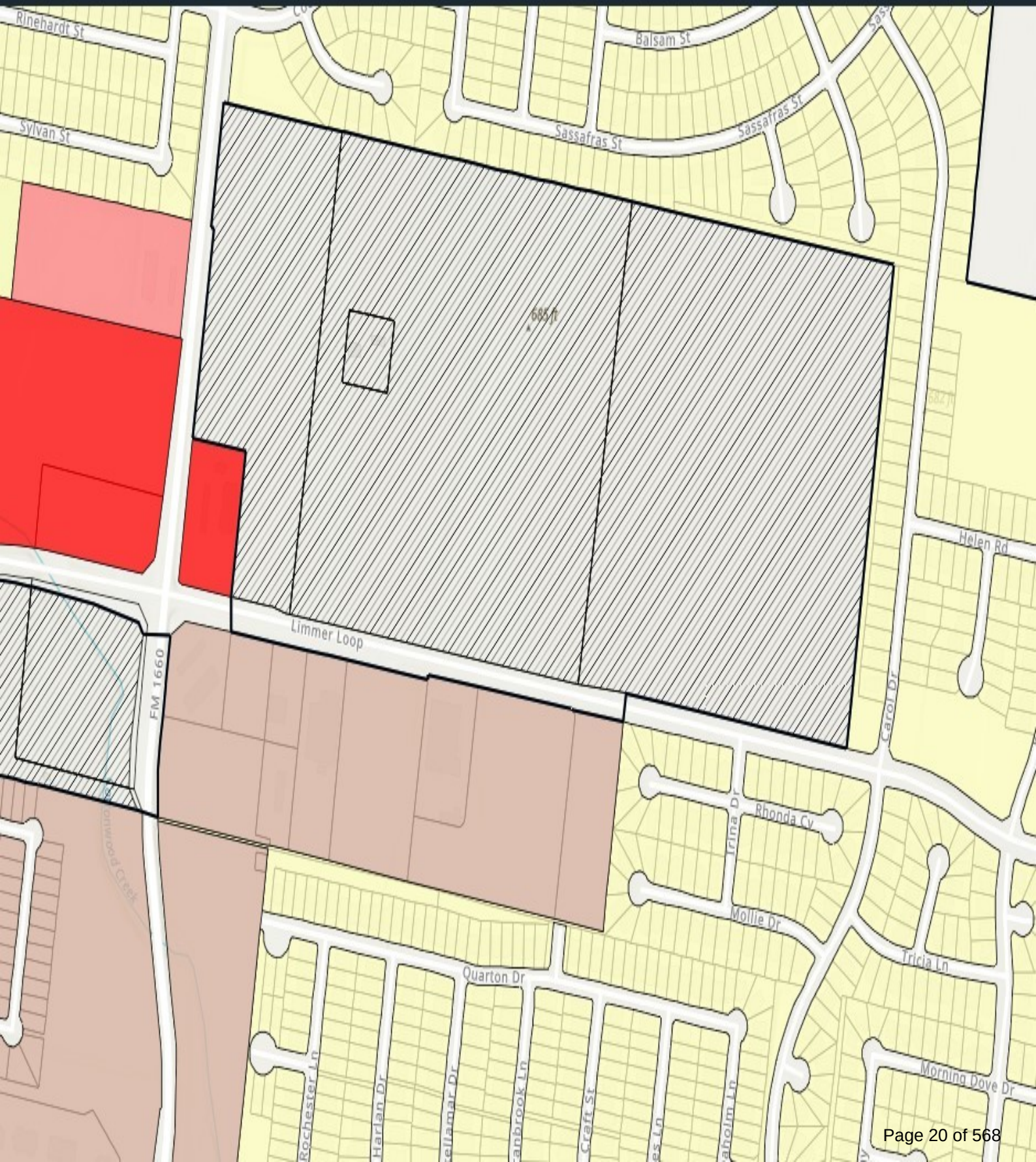
Susanna Boyer 11/07/2023 — Susanna Boyer DATE
CHAIR

Ashley Bailey 11-13-2023
ASHLEY BAILEY DATE
DEVELOPMENT SERVICES DIRECTOR

SHEET 2 OF 2

HEJL, LEE & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
206 TAYLOR STREET, HUTTO, TX 78634
PH. (512) 642-3292
TBPE FIRM NO. F-755 TBPLS FIRM NO. 10058500

Hutto Official Zoning Map



ORDINANCE NO. O-2023-006

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE NORTHTOWN COMMONS PLANNED UNIT DEVELOPMENT (PUD) ZONING ORDINANCE ADOPTED IN ORDINANCE NO. O-17-10-19-8B, BY REPLACING THE DEVELOPMENT PLAN WITH THE REVISED PLAN ATTACHED AS EXHIBIT "B" AND ATTACHED HERETO, FOR 28.449 ACRES, MORE OR LESS, OF LAND, IN HUTTO, WILLIAMSON COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR AN ENFORCEMENT CLAUSE, PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, AND EFFECTIVE DATE.

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to amend the Northtown Commons Planned Unit Development (PUD) by replacing the Development Plan with the revised plan attached as **Exhibit "B"** being attached hereto and incorporated herein, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 3rd day of January, 2023, and;

WHEREAS, on the 5th day of January, 2023, after proper notification, the City Council held a public hearing on the requested amendment, and;

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

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Article 14.02.002, Code of Ordinances (2007 Edition), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

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

SECTION I.

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

1) The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design; and
2) The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value; and
3) The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design; and
4) The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site; and

5) The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience; and
6) The PUD will be served by adequate facilities including streets, fire protection, water and sanitation; and
7) The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or arrangements are made to mitigate impacts; and
8) PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

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

SECTION II. Enforcement Clause

The property described in **Exhibit "A"**, attached hereto and incorporated herein, shall be used only in the manner and for the purposes provided for by the Hutto Unified Development Code and the Hutto City Code, as may be amended, and violations of this ordinance may be enforced as allowed by state law, the Hutto Unified Development Code and the Hutto City Code, as may be amended.

SECTION III. 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 IV. 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 V. Repealing Clause

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

SECTION VI. 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 VII. 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 **16th** day of **February, 2023** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this **2nd** day of **March, 2023** 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

DEVELOPMENT PLAN
NORTH TOWN COMMONS
PLANNED UNIT DEVELOPMENT

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS DEVELOPMENT PLAN (this "Plan") is made and entered by and between the CITY OF HUTTO, TEXAS, a Texas municipal corporation, (hereinafter referred to as the "City"), and North Town Commons, LLC (13.99 & 3.10) acres; Robert M. Castle, Jr. and William Randall Russ (2.18 acres); Trim Tech of Austin, Inc. (7.32 acres); and Nancy N. Rabb Properties, LTD. (1.86 acres), their successors and assigns, (hereafter referred to as the "Owners"); provided, however, upon sale, transfer or conveyance of portions of the hereinafter described property, the duties and obligations of the Owners, as it relates to the respective property, shall be assumed by the new owners, and the Owners shall have no further liability relating to their respective property.

WHEREAS, the Owners are the owners of certain real property consisting of28.449 acres, as more particularly described in Exhibit "A", (herein after referred to as the "Property") attached hereto and made a part hereof.

WHEREAS, the Owners have submitted a request to the City to rezone the Property consisting of five (5) parcels located at the southeast corner of the intersection of FM 1660 North and Limmer Loop in the City of Hutto, County of Williamson, State of Texas, as more clearly delineated on the attached Plan as a Planned Unit Development (the "PUD").

WHEREAS, pursuant to Chapter 14, Exhibit A, Zoning Ordinance, City of Hutto, Texas, the Owners have submitted a Development Plan setting forth the development conditions and requirements within the PUD, which Development Plan is contained in Section II of this Plan; and

WHEREAS, the City has held public hearings required by law to solicit input from all interested citizens and affected parties; and

WHEREAS, on the 23rd day of June, 2008, the City's Planning and Zoning Commission recommended approval of the Owner's application for a PUD; and

WHEREAS, the City Council has reviewed the proposed Development Plan and determined that it promotes the health, safety, and general welfare of the citizens of Hutto and that it complies with the intent of the Planned Unit Development Ordinance of the City;

NOW THEREFORE BY THIS PLAN WITNESSETH that, in consideration of the covenants and conditions set forth herein, the City and the Owners agree as follows:

I.

GENERAL PROVISIONS

1. CONFORMITY WITH DEVELOPMENT PLAN

All uses and development within the Property shall conform to the Development Plan described in Section II herein.

2. CHANGES AND MODIFICATIONS

No changes or modifications will be made to the Development Plan unless all provisions pertaining to changes or modifications as stated herein are followed including approval by all Property Owners and the City.

3. ZONING VIOLATION

The Owners, their successors and assigns, understand that any person, firm, corporation or other entity violating any conditions or terms of the Development Plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in the Code of Ordinances, City of Hutto, Texas, as amended. This Development Plan will be filed in the Official Records of Williamson County, thereby placing future purchasers of the Property on notice of all of the terms and conditions of the Development Plan.

4. LIENHOLDER CONSENT

Each lienholder, if any, of record has consented to this Development Plan, including any and all dedications to the public. Lienholder consent is attached hereto and incorporated herein as

Exhibit "B".

5. MISCELLANEOUS PROVISIONS

5.1 Assignment.

Neither party may assign its rights and obligations under this Plan without having first obtained the prior written consent of the other which consent shall not be unreasonably withheld. This section shall not prevent the Owner from selling the Property or portions of the Property, together with all development rights and obligations contained in this Development Plan, and no consent shall be required in connection with any sale provided the purchaser assumes Owner's obligations in writing as to such portions of the Property.

5.2 Necessary Documents and Actions.

Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Plan.

5.3 Severability.

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

5.4 Entire Plan.

This Plan constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written understandings or representations of the parties respecting the subject matter hereof.

5.5 Applicable Law.

This Plan shall be construed under and in accordance with the laws of the State of Texas.

5.6 Venue.

All obligations of the parties created hereunder are performable in Williamson County, Texas and venue for any action arising hereunder shall be in Williamson County.

5.7 No Third Party Beneficiaries.

This Plan, express or implied, is not intended to confer upon any person or entity, other than the parties hereto (and their respective successors and assigns), any rights, benefits or remedies under or by reason of this Plan.

5.8 Duplicate Originals.

This Plan may be executed in duplicate original, each of equal dignity.

5.9 Notices.

Until changed by written notice thereof any notice required under this Plan may be given to the respective parties, by certified mail, postage prepaid or by hand delivery to the address of the other party shown below:

OWNER(S)
North Town Commons LLC
William R Russ
Member 3874 Limmer Loop

CITY OF HUTTO, TEXAS
City of Hutto, Texas 401 West Front Street Hutto, Texas 78634
Attn: Community Development Director
Hutto, Texas 78634

5.10 Effective Date.

This Plan shall be effective from and after the date of due execution hereof by all parties.

5.11 Appeal of Administrative Decisions.

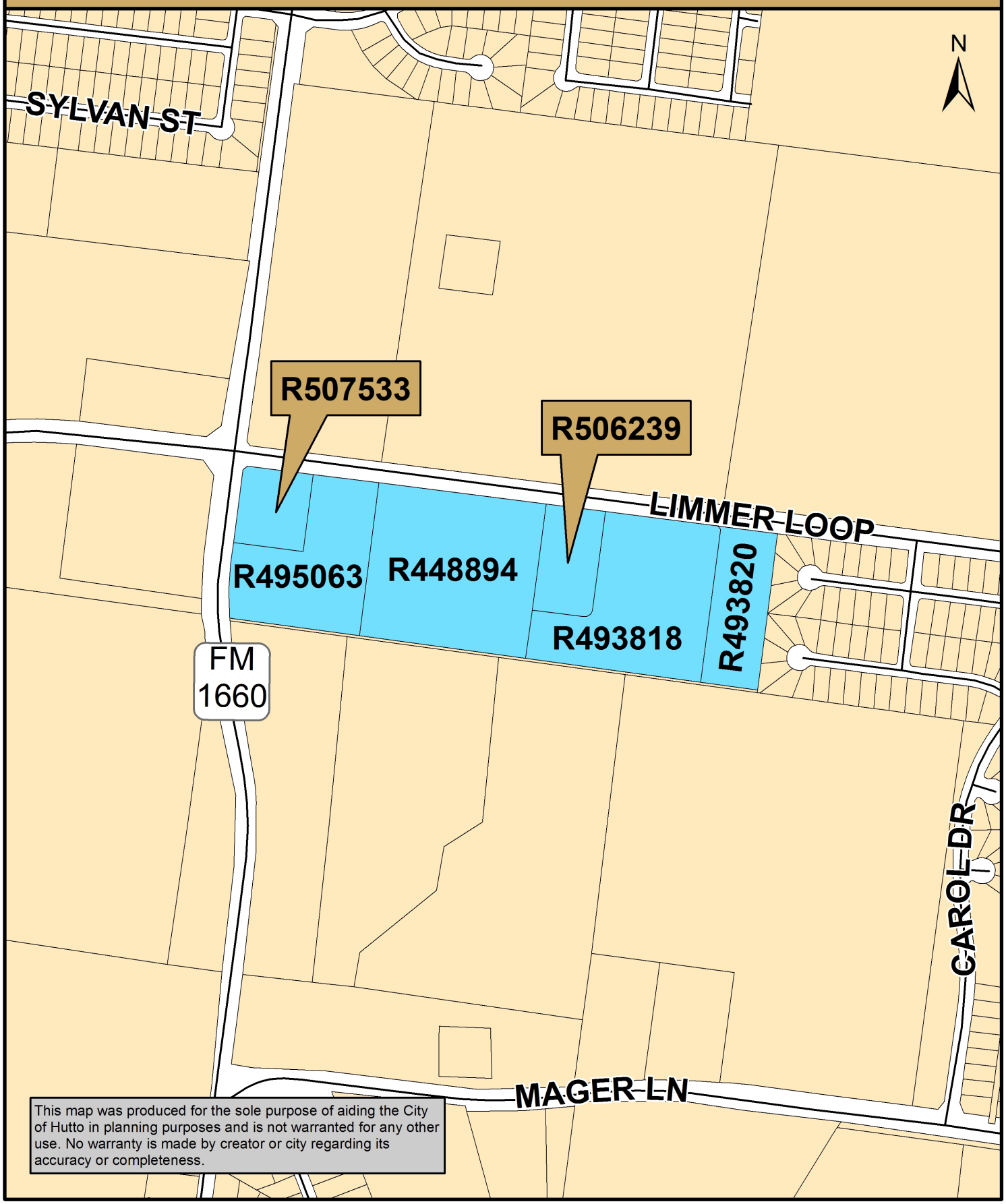
Administrative decisions provided for in this Plan may be appealed to the City Council in writing within thirty (30) days following receipt by the Owner of the written confirmation of the decision.

5.12 Sunset Provision

In the event that this Planned Unit Development is not recorded by the Williamson County Clerk within two years from the date the Planned Unit Development is approved by the City Council, then the Planned Unit Development shall be automatically voided, and the Property described in Exhibit "A" shall be zoned B-2 (General Commercial) Zoning District.

Exhibit A

Northtown Commons



Map Document: (K:\SITE LOCATION MAPS\2017 Site Location Maps\Limmer_Loop\Northtown_Commons.mxd)

9/13/2017 -- 3:40:59 PM

CITY OF HUTTO

0 250 500 1,000

Feet

Exhibit B

OWNERS: Block A Lots 2,3,4,6,7, Block B Lots 1-4

North Town Commons LLC

William R Russ, Managing Member

3874 Limmer Loop

Hutto, Texas 78634

5-2-23

William Russ

Date

ATTEST:

DEBRA LYNN STUCKEY
Notary ID #3265308
My Commission Expires
September 22, 2026

Notary Public in and for the State Texas

OWNERS: Lot 14 Texas Fixtures

CRR INTERESTS LLC

William R Russ,Managing Member

3874 Limmer Loop

Hutto, Texas 78634

5-2-23

William Russ

Date

ATTEST:

DEBRA LYNN STUCKEY
Notary ID #3265308
My Commission Expires
September 22, 2026

Notary Public in and for the State Texas

OWNERS: Block A Lot 9

William R Russ, Kyle L Rader

3874 Limmer Loop

Hutto, Texas 78634

5-2-23

William Russ

Date

ATTEST:

DEBRA LYNN STUCKEY
Notary ID #3265308
My Commission Expires
September 22, 2026

Notary Public in and for the State Texas

5-2-2023

Kyle L Rader

Date

ATTEST:

DEBRA LYNN STUCKEY
Notary ID #3265308
My Commission Expires
September 22, 2026

Notary Public in and for the State Texas

II
DEVELOPMENT PLAN

1. DEFINITIONS

Words and terms used herein shall have their usual force and meaning, or as defined in the Code of Ordinances, as amended, City of Hutto, Texas, hereinafter referred to as "the Code"

2. PROPERTY

This Development Plan (hereinafter referred to as "Plan") covers approximately 28.449 acres of land, located within the city limits of Hutto, Texas, and more particularly described by metes and bounds in Exhibit "A", attached hereto.

3. PURPOSE

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

4. APPLICABILITY OF CITY ORDINANCES

4.1 Zoning and Subdivision Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by applicable sections of the Code. Specifically, areas of the plan proposed as and identified as commercial use shall be subject to B-1 (Local Commercial District), B-2 (General Business District) zoning conditions and areas of the plan proposed as and identified as industrial use shall be subject to LI (Light Industrial) zoning conditions. If there is a conflict between this Plan and the Code, this Plan shall supersede the specific conflicting provisions of the Code.

4.2 Other Ordinances

All other Ordinances within the Code shall apply to the Property, except as clearly modified by this Plan.

5. PERMITTED USES

The Property shall be used and developed as shown in **Exhibit "C"** (Master Plan) and described in **Exhibit "F"** (Development Standards), and attached hereto and incorporated herein.

6. SIGNS

Signs shall be permitted within the Property and conform to the City of Hutto Unified Development Code, except for the following specific allowances:

a. One (1) twenty (20) foot tall Development Identification Sign shall be allowed near the intersection of FM 1660 North and Limmer Loop with a maximum of one-hundred (100) square feet of display on each face of sign.

b. One (1) Multi-Tenant sign, with a maximum height of ten (10) feet and forty-two (42) square feet of display on each face of sign shall be allowed at the common access driveway for Lots 6, 7, 8 & 9 , Block A and the common access driveway for Lots 10, 11, 12 & 13, Block A and one sign at the easternmost driveway at the commercial lots.

c. Wall signs advertising the business are limited to one (1) sign per tenant on the main building on each lot.

Signs shall be shown in **Exhibit "D"** (Sign Master Plan), attached hereto and incorporated herein.

7. BUILDINGS

Unless otherwise identified in this Plan, building size, dimension and setbacks for all parcels shall be in accordance with the City of Hutto's Unified Development Code. All buildings shall be 100% masonry.

8. LANDSCAPE, SETBACKS AND BUFFERING Landscape

Landscape shall conform to existing City of Hutto Unified Development Code. Enhanced landscaping requirements that are applied to this development are described in **Table 1.1** and illustrated in **Exhibit "E"** (Master Landscape Plan), and attached hereto and incorporated herein. Property owners shall be responsible for maintaining all landscaping.

TABLE 1.1		
ITEM	CURRENT CITY CODE REQUIREMENTS	NORTH TOWN COMMONS PUD PROVISIONS
Street yard (between front face of buildings and, the street/ROW)	100% landscaping all pervious areas 20% landscaping area	100% landscaping all pervious areas 25% landscaping area
MATERIAL REQUIREMENTS		
	Minimum = 2 trees 1 caliper*/ea. Minimum = 8 shrubs (1 gal.)/acre	8 trees @ 2 caliper*/ea. 2 shrubs (3 gal.)/street yard parking space or 1 Vi shrubs (5 gal.)/street yard parking space or 1 shrub (7 gal.)/street yard parking space
ADDITIONAL GREENSPACE		
LOTS 7,8,11,12, AND 15 OF BLOCK A	15 FT. buffer at south property line	25 foot buffer at south property line w/ 2” trees at 40ft on center

* As measured twelve (12) inches from the top of the root ball.

Setbacks

Setbacks shall conform to existing City of Hutto Unified Development Code. Setback requirements that are applied to this development are described in Table 1.2 and incorporated herein.

Table 1.2	
Lots along FM 1660 North and Limmer Loop - SETBACK REQUIREMENTS	
LOCATION: Lots: 1 through 6, 9-10, 13 through 15 of Block A and Lot 1 of Block B ZONE: PUD USE: Commercial and/or Industrial	
BUILDING SETBACK	Thirty-five (35) foot minimum dedicated along FM 1660 North and Limmer Loop.
Commercial Lots Abutting Residential District (East Boundary) SETBACK REQUIREMENTS	
LOCATION: Lots: 1 through 4 of Block B	
ZONE:	PUD
USE:	Commercial
BUILDING SETBACKS	Twenty-five (25) foot minimum between site development and residential use property lines. Twenty-five (25) foot minimum adjacent to proposed public street within this development.
Industrial Lots Abutting Residential District (South Boundary) - SETBACK	
LOCATION: Lots: 7, 8, 11, 12, and 15 of Block A ZONE: PUD USE: Industrial	
BUILDING SETBACKS	Seventy-five (75) foot minimum for main buildings adjacent to residential use property line Fifty (50) foot minimum for accessory buildings adjacent to residential use property line

Fencing

Fences shall conform to existing City of Hutto Unified Development Code, as amended, or as modified in Development Standards, Exhibit "F".

DEVELOPMENT STANDARDS

The Property shall be developed in accordance with the Development Standards set forth in **Exhibit "F"** (Master Building and Color Scheme Plan), attached hereto and incorporated herein.

10. UNDERGROUND UTILITY SERVICE

All internal utility lines must be underground to connection points provided by the utility service provider, excluding primary electrical/transmission lines. All transformers must be visually screened.

11. ACCESS DESIGN

Driveway access to FM 1660 North and Limmer Loop shall be limited to locations shown in **EXHIBIT "C"** (Master Plan) as approved by the Texas Department of Transportation (TxDoT), Williamson County, and shall meet all requirements of the City of Hutto. All Joint Access Easements, Drainage Easements and Public Utility Easements shall not prohibit public access and access by all governmental and emergency vehicle access and service.

12. PHASING

The development shall proceed in an orderly fashion. Lots may be platted if the infrastructure, including Joint Access Easements, Drainage Easements and Public Utility Easements, are in place or if the Property Owners provide fiscal surety for infrastructure as a condition of Final Plat approval.

13. CHANGES TO AGREEMENT AND DEVELOPMENT PLAN

13.1 Minor Changes

Minor changes to this Agreement or Plan, which do not substantially and adversely change this Plan, may be approved administratively. Changes must be made in writing, and approved by the Community Development Director, City Engineer and the City Attorney.

13.2 Major Changes

All changes not permitted under Section 13.1 above, shall require approval under the same procedure required by the original PUD application.

EXHIBIT "F"

DEVELOPMENT STANDARDS

COMMERCIAL AND INDUSTRIAL DEVELOPMENT PARCELS

The following Development Standards shall apply to all development on portions of the Property, which are identified as Commercial and Industrial Development Parcels on the Plan attached as Exhibit "C" (Master Plan).

1. PERMITTED USES:

The following principal uses are permitted:

Lots 1, 2, and 3 of Block A:

All B-1 (Local Commercial) Zoning District uses identified in the current City of Hutto Unified Development Code and any Auto Service Facility with similar use allowances as defined by Sections 1.412 (2)(a) and 1.412 (2)(b) of the Code.

Lots 1 through 4 of Block B:

All B-1 (Local Commercial) Zoning District uses identified in the City of Hutto Unified Development Code, excluding Auto Service Facilities, and Day Care provided that each daycare building is a maximum of 10,000 gross square feet and the lot area is sufficient to contain the parking and peak traffic vehicles on-site. No uses will be permitted that generate exceedingly loud, disturbing noise levels before 7:00 AM or after 7:00 PM. No operation of any all-night or 24-hour businesses.

All proposed Industrial Use Lots as shown in Exhibit "C" (Master Plan):

All LI (Light Industrial) Zoning District uses identified in the current City of Hutto Unified Development Code. The L1 buildings are permitted to operate up to twenty-five percent (25%) of their floor area as retail space ancillary to their L1 use.

2. PROHIBITED USES:

The following uses are prohibited on the Property: all cell towers; other free standing towers over forty-six feet (46') in height (wind turbines to generate electricity shall be measured from the rotating shaft height), flea markets, sexually oriented businesses, outdoor amusement parks or carnivals, recreational vehicle parks, outdoor shooting ranges, pawn shops, heavy equipment sales (agricultural tractors and implement sales are allowed), kennels (but not prohibiting pet shops and veterinary clinics with overnight facilities), vehicle sales, automotive sales (including boats, recreational vehicles and trailer sales).

3. OUTDOOR SALES & DISPLAYS:

Outdoor sales and displays are permitted as accessory uses in conjunction with, a building only in an area designated on the site plan approved by the Director of Planning for such building or an amended site plan approved at a later date. All outdoor sales and display areas shall be located and operated as part of the principal use of a tenant in a multi-tenant building, and shall not comprise a separate business use. Artistic building murals are permitted on one wall of the building, only facing non-residential property or right-of-way, contingent on approval of city staff.

DEVELOPMENT STANDARDS:

3.1 All building shall be 100% percent masonry (except for doors, windows, roofs, patios, balconies, awnings, gutters, special decorative features including aluminum composite panel allowed, and trim. Masonry shall mean brick, stone, stucco, concrete panels, EFIS (Exterior Finish Insulation System), fiber cement siding such as Hardi Board, or CMU

3.2 All exterior color shall be of neutral muted tones compatible with the PUD color scheme and architectural design standards set by this agreement. Primary color shall be cream, light grey or beige limestone. No weathered brown limestone will be allowed. Accent colors and special decorative features shall be less than 40% of exterior areas.

3.3 Peaked Roof Buildings fronting on Limmer Loop shall be a maximum of thirty- four (34') feet high at eave line and a maximum of forty-five (45') feet high at roof ridge line. Mezzanines are allowed on peaked roof buildings.

3.4 Flat roof buildings shall be a maximum of forty-six (46') feet high with roof slope not less than 1/8" per foot. Not more than 4 floors are allowed for flat roof buildings.

3.5 One (1) Industrial lot building may have a second level area that is no larger than the gross ground level building area. Industrial uses that employ seasonal workers may utilize the second level area as temporary lodging for the workers. Such facilities shall meet all Building, Fire and Access Codes.

4. SERVICE & LOADING AREAS:

All service and loading areas shall be in compliance with B-1 (Local Business) Zoning District and LI (Light Industrial) Zoning District requirements as identified in the Unified Development Code, unless otherwise noted in this document. On-Street loading or unloading is prohibited for any lot.

5. INDUSTRIAL LOT FENCING:

All internal industrial lot fencing shall be either green vinyl-coated chain link or meet the minimum requirements of the Unified Development Code, as amended.

6. IRRIGATION:

An underground, automatic irrigation system must be installed in all landscaped areas, other than areas approved by the City for plant materials that do not normally require irrigation. Drip irrigation is encouraged, and all irrigation must effectively water all the landscaped areas. All irrigation systems shall be inspected and approved prior to the issuance of a certificate of occupancy for the building for which the landscaping is required.

7. SITE PLAN REQUIRED:

A site plan for each lot or phase of development shall be submitted to the City to ensure compliance with the terms of this Agreement and all ordinances and requirements of the City of Hutto prior to the issuance of each building permit.

8. PARKING STANDARDS:

All parking for individual lot developments shall comply with requirements of the City of Hutto Unified Development Code.

9. MASTER DRAINAGE PLAN AND RECIPROCAL DRAINAGE EASEMENT:

Subdivision development shall include Drainage Easements with adequate surface or underground conveyances to serve each individual lot. Drainage conveyances shall collect and route runoff from each lot to established area natural drainage patterns. Each individual lot shall provide for on-site

storm water detention facilities designed and constructed in accordance with the storm water policy of the City of Hutto. All drainage facilities shall be private and those located on individual lots shall be maintained by the individual lot owner. No drainage improvement shall be altered by the individual lot owner in any manner that would impede the intended use of other lot owners or any off-site drainage conveyance through the development site. Any such alteration shall not commence until an engineering plan has been submitted and approved by the City. On-site detention shall provide such that peak developed flows are no greater than pre-developed peak flows.

10. UTILITY EASEMENT:

Developer or Property Owner shall dedicate Public Utility Easements (P.U.E.) to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, use and remove public utility lines, facilities and improvements, together with the express right to maintain the easement area by clearing and removing vegetation, silt and debris, in, upon, over, under, above and across the Property and shall be dedicated by this subdivision development to allow for individual lot service of each public utility.

11. RECIPROCAL JOINT USE ACCESS, DRAINAGE AND PUBLIC UTILITY EASEMENTS:

The above-described easements are as shown on the Development Plan and are intended as reciprocal access easement between and among Property Owners granting the right of free and uninterrupted ingress and egress for persons, vehicles, and equipment necessary or convenient for use in the PUD, specifically granting the right for all persons and/or members of the general public to come on and be present within the boundaries of the PUD property, together with the express right to maintain the easement area by clearing and removing vegetation, silt and debris in, upon, over, and across said Property, and provide for unrestricted access of all governmental and emergency service vehicles and equipment as necessary.

12. PARKING LOT LIGHTING:

All lighting shall be in compliance with standard B-1 (Local Commercial) Zoning District and LI (Light Industrial) Zoning District requirements. Maximum height of a lighting fixture shall not exceed twenty (20) feet. No site lighting shall create an area of illumination on any adjacent residential use areas.

County: Williamon
Project: 28 acre
Project No. 076001

FIELD NOTES

ALL OF THAT CERTAIN 28.449 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NUMBER 693 AND THE JOSIAS B. BEALLE SURVEY, ABSTRACT NUMBER 97, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF A CALLED 135 ACRE TRACT OF LAND RECORDED IN THE NAME OF JANET LYNN BARNARD FAMILY 1984 TRUSTS IN VOLUME 1126, PAGE 800 OF THE WILLIAMSON COUNTY DEED RECORDS (W.C.D.R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found "x" cut in concrete rip/rap for a northwesterly corner of said 135 acre remainder tract, said "x" being on the southerly Right-of-Way (R.O.W.) line of Limmer Loop (90'R.O.W.),;

Thence, with the northerly line of said 135 acre remainder tract and the southerly R.O.W. of said Limmer Loop, South 82 degrees 43 minutes 15 seconds East, a distance of 2062.36 feet to a 5/8-inch iron rod set for the northeasterly corner of said 135 acre remainder tract, said iron rod being on the westerly line of Carol Meadows Section One, a subdivision as recorded in Cabinet W, Slide 300 of the Williamson County Plat Records (W.C.P.R.), for the northeasterly corner hereof;

Thence, with the easterly line of said 135 acre remainder tract and the westerly line of said Carol Meadows, Section One, South 07 degrees 35 minutes 20 seconds West, a distance of 614.29 feet to a 5/8-inch iron rod set for the southeasterly corner of said 135 acre remainder tract, said iron rod being the southwesterly corner of said Carol Meadows, Section One, said iron rod also being on the northerly line of a called 72.025 acre tract of land recorded in the name of Mager Meadows, LP in Document Number 2004018146 of the Official Public Records of Williamson County (O.P.R.W.C.), for the southeasterly corner hereof;

Thence, with the southerly line of said 135 acre remainder tract and the northerly line of said 72.025 acre tract, North 82 degrees 09 minutes 47 seconds West, a distance of 1538.17 feet to a 5/8-inch iron rod set for an ell corner of said 135 acre remainder tract, said iron rod being the northwesterly corner of said 72.025 acre tract, said iron rod also being on the easterly line of a called 11.10 acre tract of land recorded in the names of Jerry and Hilda Roznovak in Volume 443, Page 472 (Tract 2) of the W.C.D.R.;

Thence, with the easterly line of said 11.10 acre tract, North 07 degrees 49 minutes 21 seconds East, a distance of 19.17 feet to a 5/8-inch iron rod set for an ell corner of said 135 acre remainder tract, said iron rod being the northeasterly corner of said 11.10 acre tract;

Thence, with the southerly line of said 135 acre remainder tract and the northerly line of said 11.10 acre tract, North 82 degrees 03 minutes 39 seconds West, a distance of 496.66 feet to a calculated point for the southwesterly corner of said 135 acre tract, said point being the northwesterly corner of said 11.10 acre tract, also being on the easterly R.O.W. line of F.M. 1660 (80' R.O.W.), for the southwesterly corner hereof;

Thence, with the westerly line of said 135 acre remainder tract and the easterly R.O.W. line of said F.M. 1660 the following three (3) courses and distances;

1. North 02 degrees 38 minutes 01 seconds West, a distance of 326.53 feet to a 5/8-inch iron rod set;
2. North 07 degrees 29 minutes 01 seconds East, a distance of 326.42 feet to a 5/8-inch iron rod set;
3. North 52 degrees 22 minutes 53 seconds East, a distance of 21.25 feet to the **POINT OF BEGINNING** and containing 28.449 acres of land, more or less.

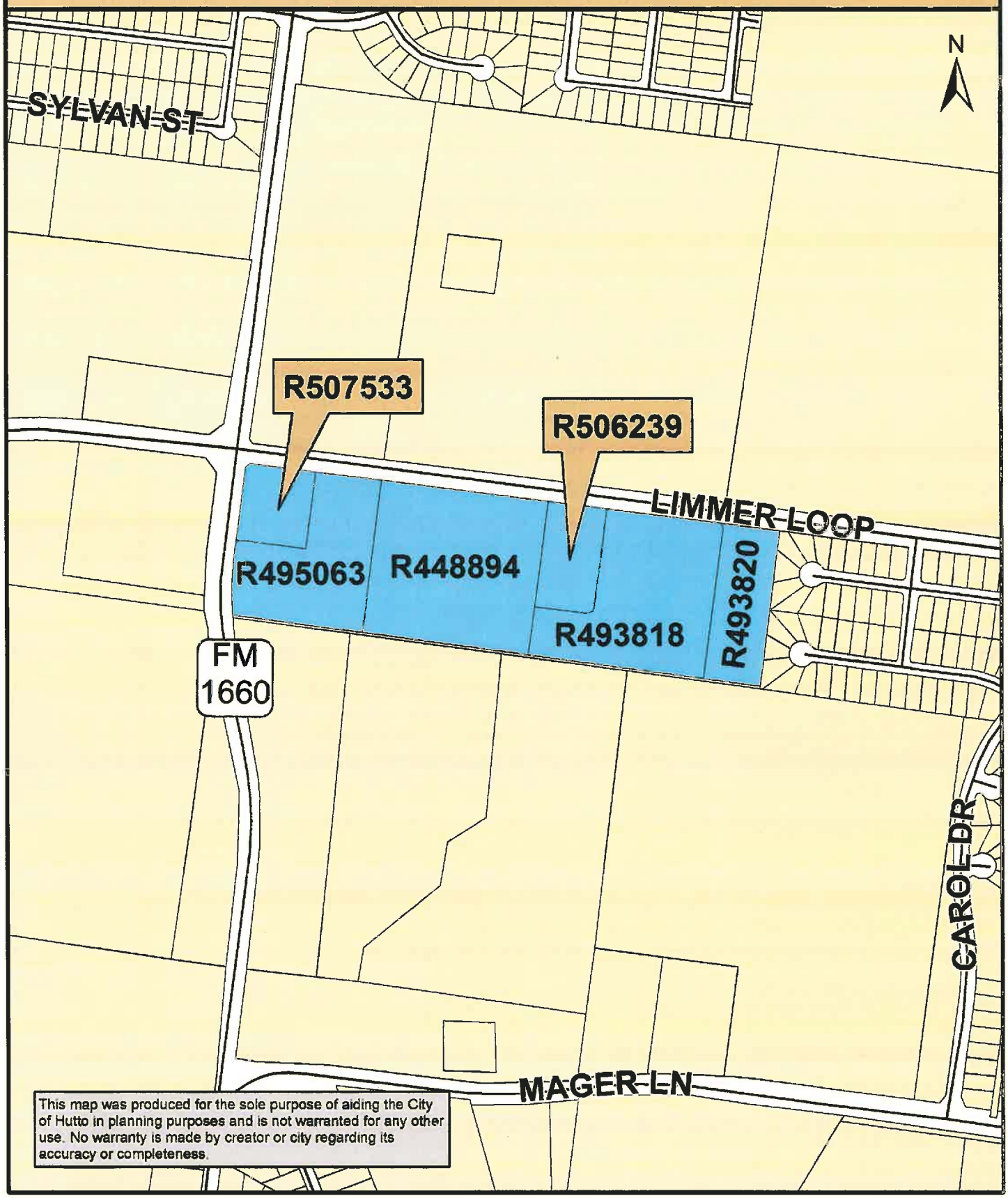
Prepared by Vara Land Surveying, Inc.

STATE OF TEXAS
REGISTERED
ALAN J. HORTON
5768
PROFESSIONAL
LAND SURVEYOR

Alan J. Horton
Registered Professional Land Surveyor No. 5768
Date: June 23, 2007

Bearing Basis: The bearings described herein are based on the southerly R.O.W. line of Limmer Loop being South 82 degrees 43 minutes 15 seconds East.

Northtown Commons



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

Map Document: (K:\SITE LOCATION MAPS\2017 Site Location Maps\Limmer_Loop\Northtown_Commons.mxd)

9/13/2017 -- 3:40:59 PM

0 250 500 1,000

Feet

Exhibit "C"
Master Plan

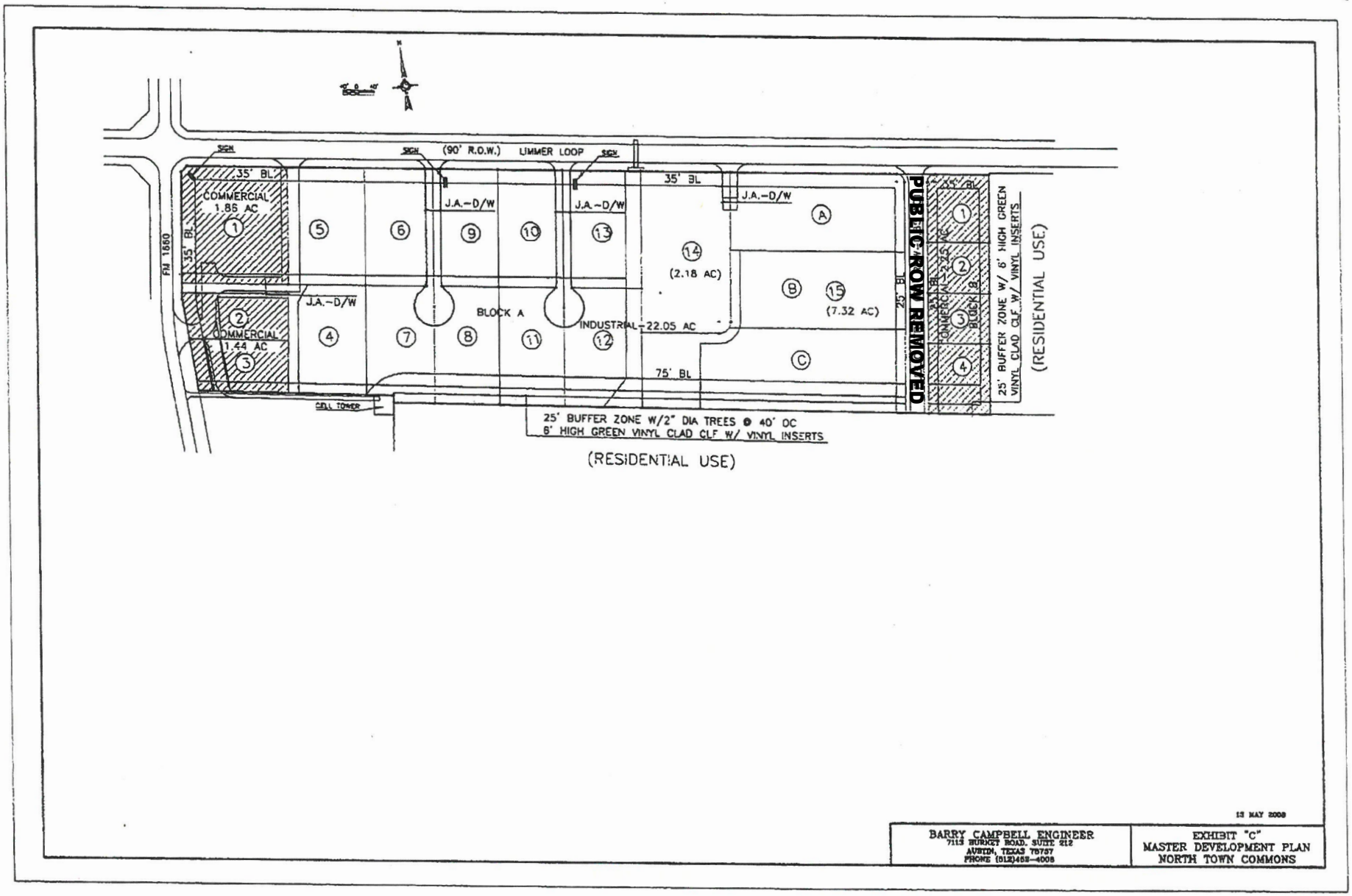


Exhibit "D"
Sign Master Plan

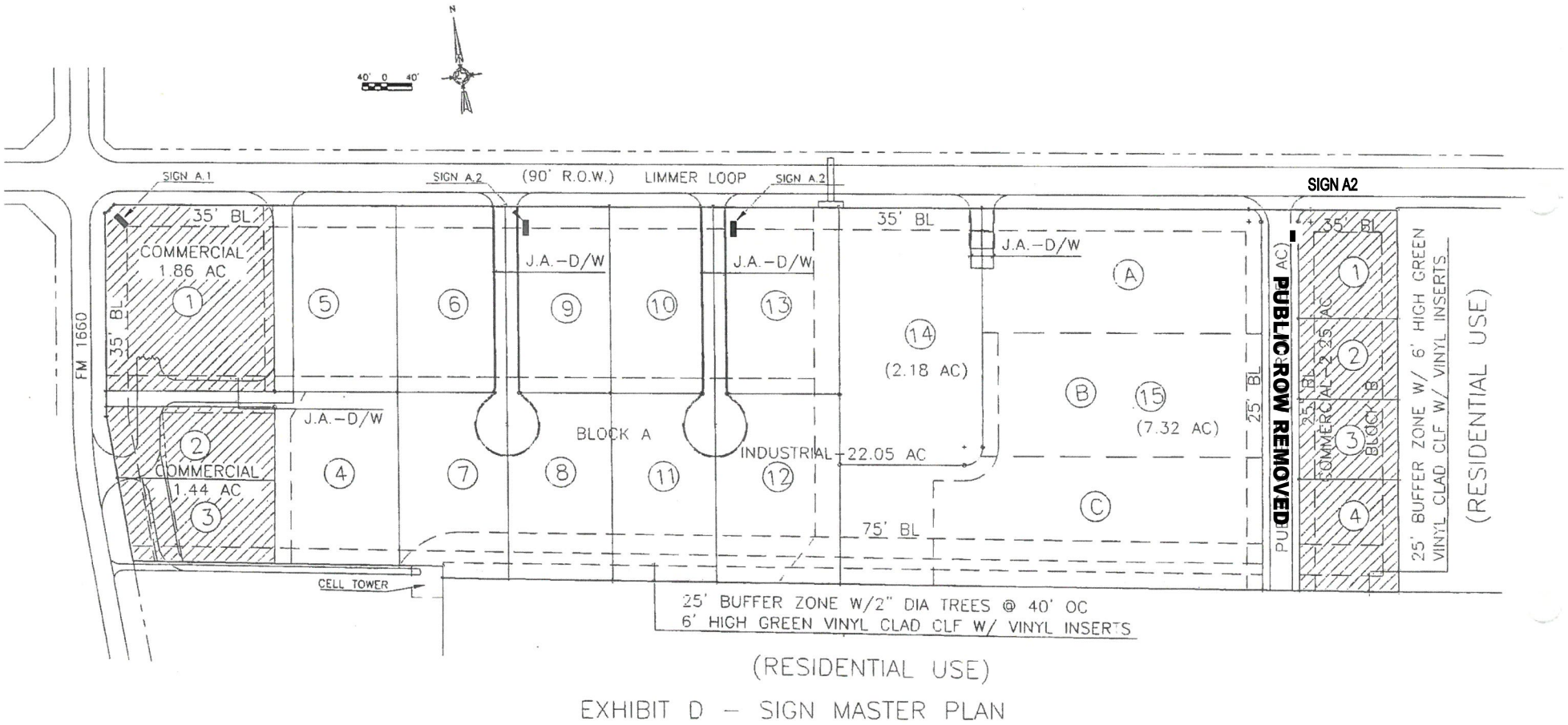
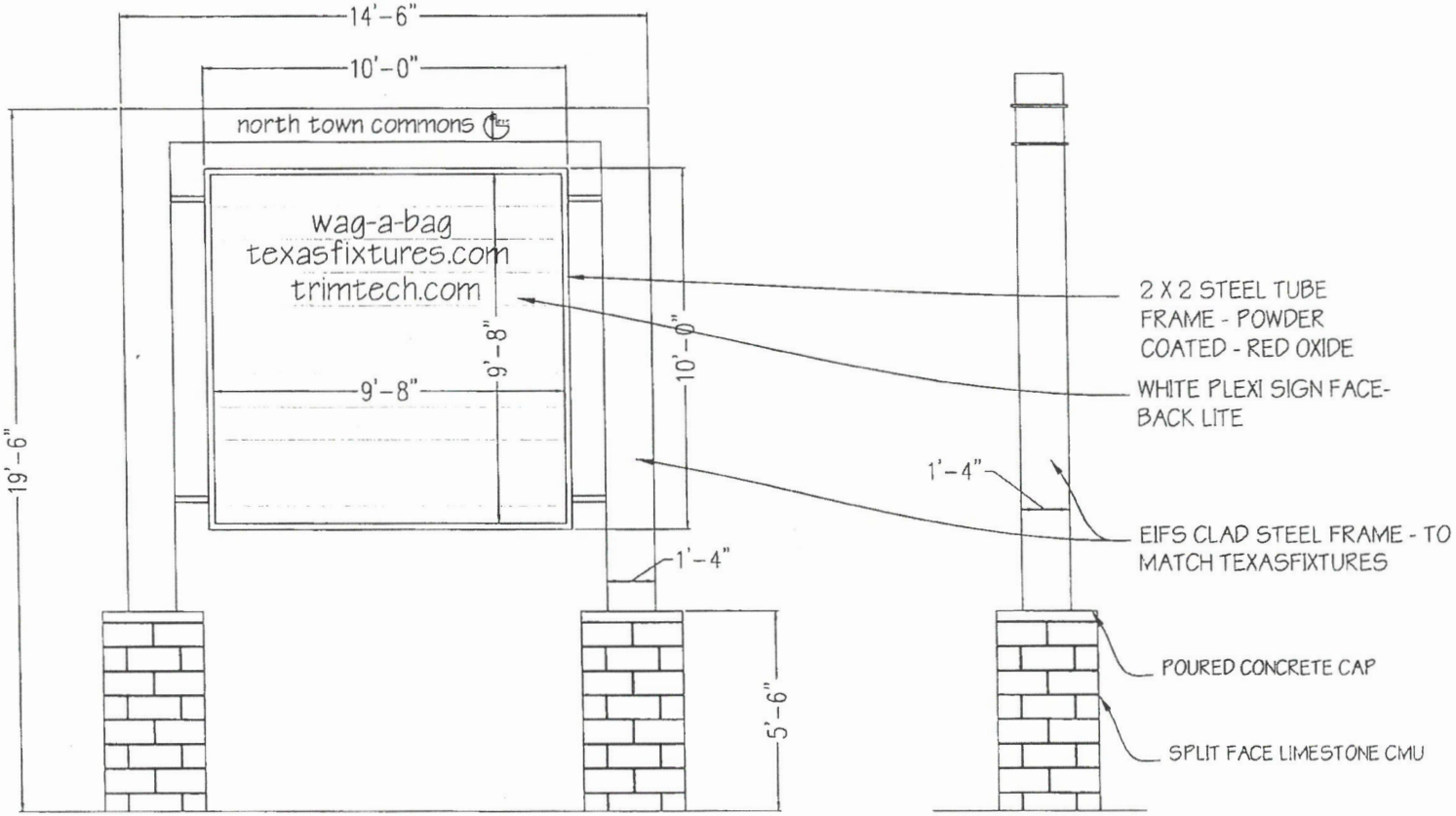
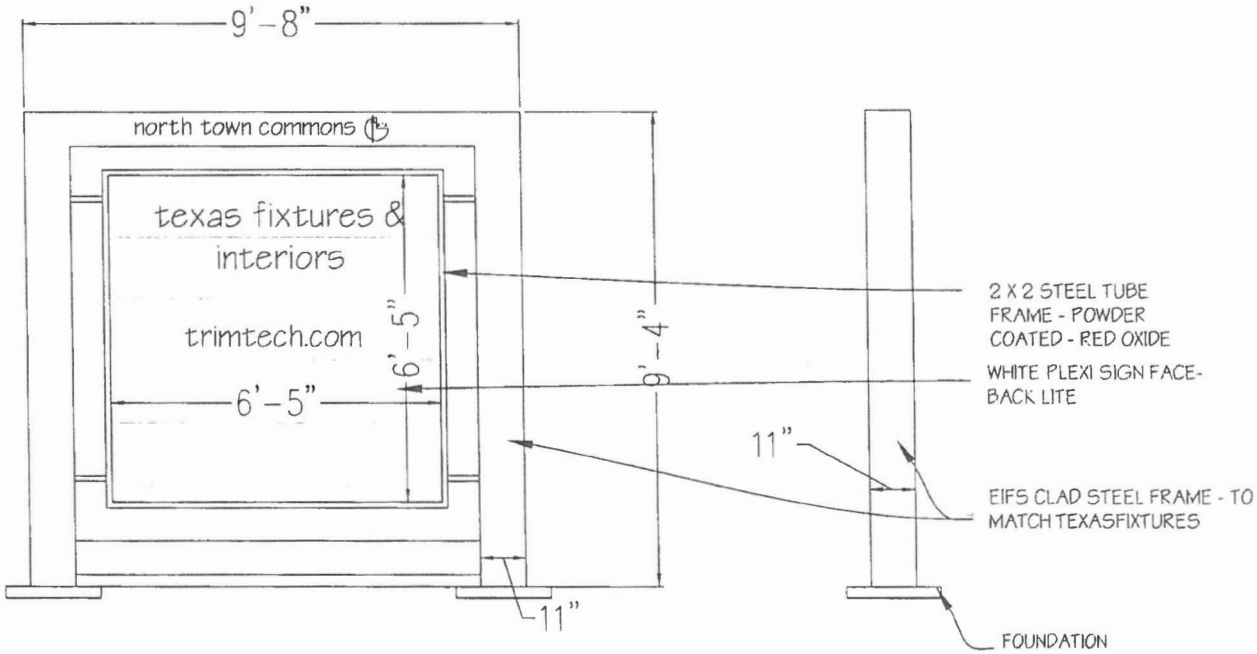


EXHIBIT D – SIGN MASTER PLAN



NORTH TOWN COMMONS
MOUMENT SIGN A.1 -
ELEVATION & SECTION

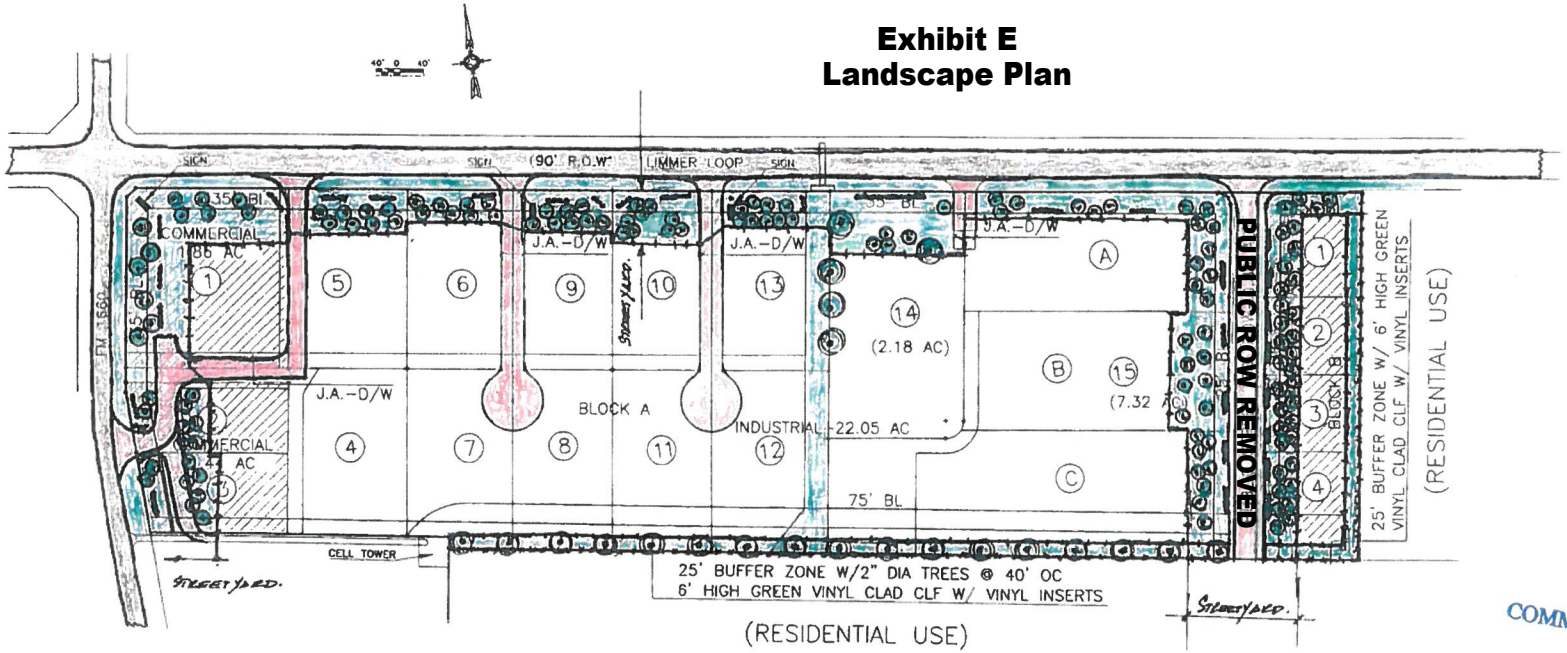
EXHIBIT D - 1 OF 2



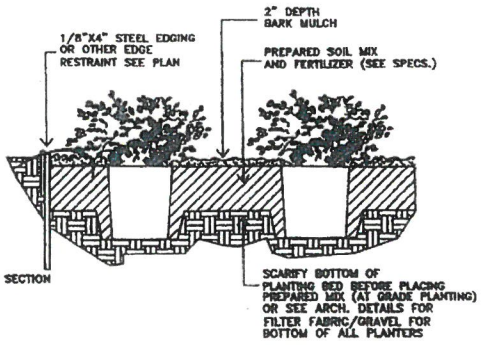
NORTH TOWN COMMONS
TENANT SIGN A.2 -
ELEVATION & SECTION

EXHIBIT D - 2 OF 2

Exhibit E
Landscape Plan

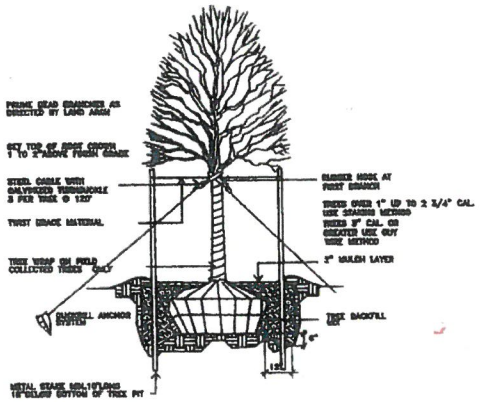


RECEIVED BY
CITY OF HUTTO
MAY 23 2008
COMMUNITY DEVELOPMENT
DEPARTMENT



Shrub Planting

SCALE : NONE



Canopy Tree Planting

SCALE : NONE

Street Yard:
(Ref. Article 3.11 Landscaping-City of Hutto Code)

2" Trees ---------- minimum of 8 per lot
+ 1/ 2000 sf > 10,000 sf
Plants/Shrubs---------- 2-3gal or 1½-5 gal or 1-7gal
Per street yard parking space
Minimum 8 plants/lot
Each parking space to be within 50' of a tree --
100% street yard pervious areas to be landscaped --
25% of street yard - minimum landscape area --

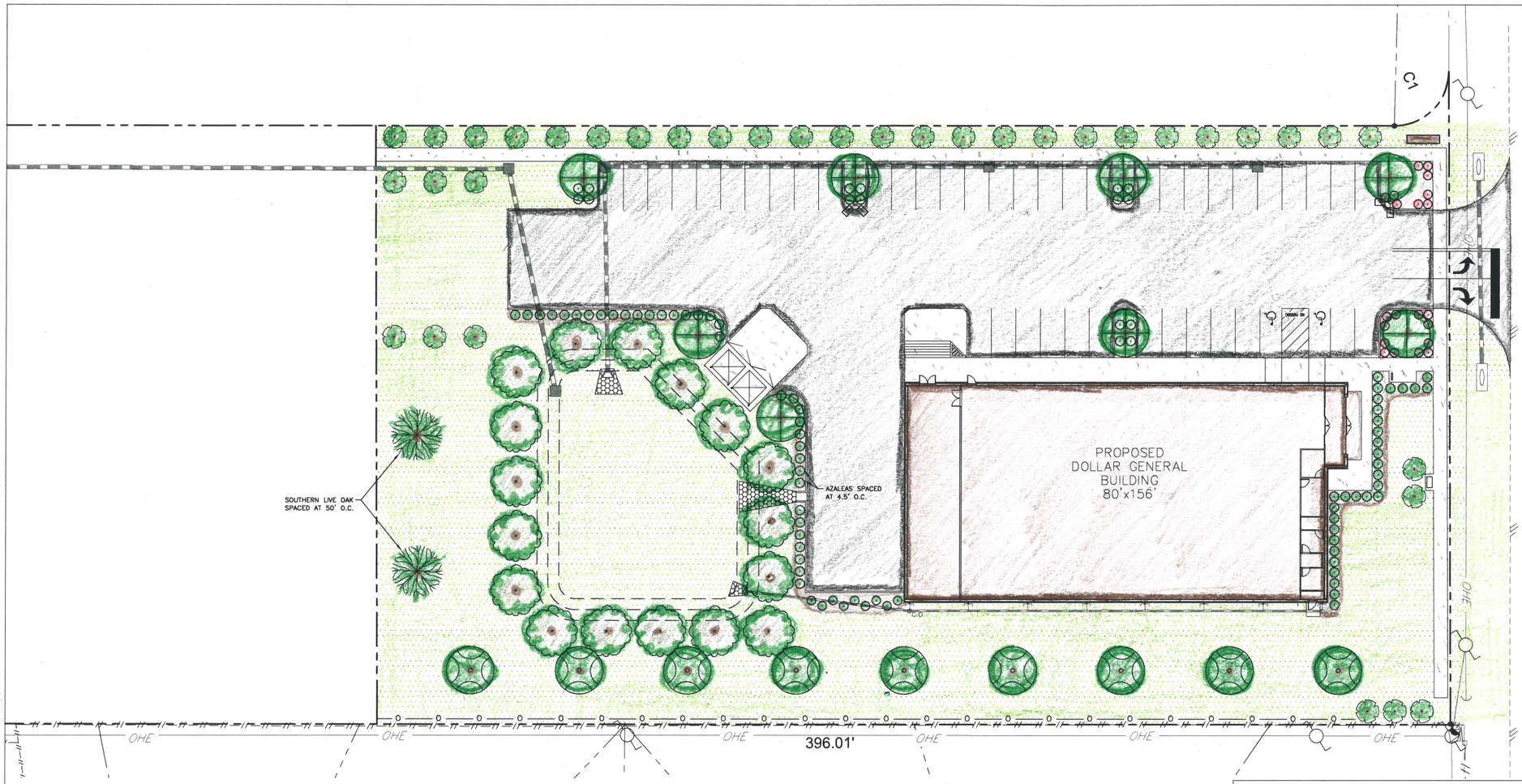
Screening/Islands/Peninsulas/Medians and
Irrigation per Code. (Article 3.11)

Note: Street yard shown is for illustration purpose only.
Actual Street Yard is a function of lot specific
Land Development Site Plan.

Flag Lots 4/7/8/11 and 12 have 0 street yard area.

BARRY CAMPBELL ENGINEER
7113 BURNET ROAD, SUITE 212
AUSTIN, TEXAS 78757
PHONE (512)452-4008

13 MAY 2008
EXHIBIT "E"
MASTER LANDSCAPE PLAN
NORTH TOWN COMMONS



LANDSCAPING LEGEND				
SYMBOL	COMMON NAME	SCIENTIFIC NAME	QUANTITY	MIN. INSTALLED SIZE
	RED MAPLE	ACER RUBRUM	8	3" CALIPER
	SHUMARD OAK	QUERCUS SHUMARDII	9	3" CALIPER
	SOUTHERN LIVE OAK	QUERCUS VIRGINIANA	2	3" CALIPER
	BALD CYPRESS	TAXODIUM DISTICHUM VAR. DISTICHUM	17	3" CALIPER
	YAUPON HOLLY	ILEX VOMITORIA	36	2" CALIPER
	AZALEA	AZALEA X KOSTERANUM	82	3 GALLON
	JAPANESE BARBERRY	BERBERIS THUNBERGII	30	3 GALLON
	HARDWOOD MULCH (4" MIN. THICKNESS)			
	SOD (BERMUDA)			

20 0 10 20 40

1 inch = 20 ft.

CIVIL ENGINEER:

BERRY ENGINEERS LLC

63 BROAD ST NW
CLEVELAND, TN 37311

TEL: (423) 790-5880

FIRM REGISTRATION: F-15079

DEVELOPER:

DG HOLDINGS, LLC
825 SISK AVE, SUITE 200
OXFORD, MS 38655

PROJECT:

DOLLAR GENERAL

LIMMER LOOP
HUTTO, TX

FOR REVIEW

REVISIONS		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

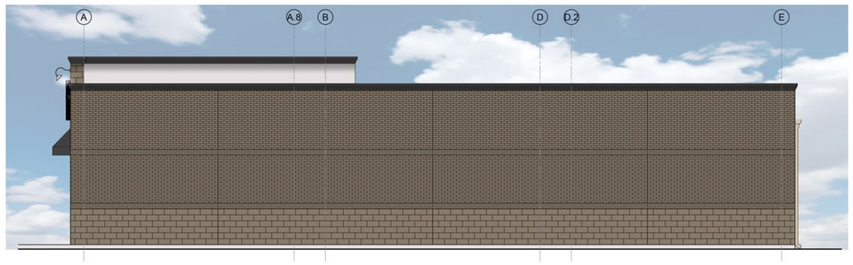
SHEET NAME:
LANDSCAPE PLAN

DATE:	11/4/2022
DRAWN BY:	CMB
CHECKED BY:	BMB
PROJECT NO.:	22047

SHEET NUMBER:
L-01

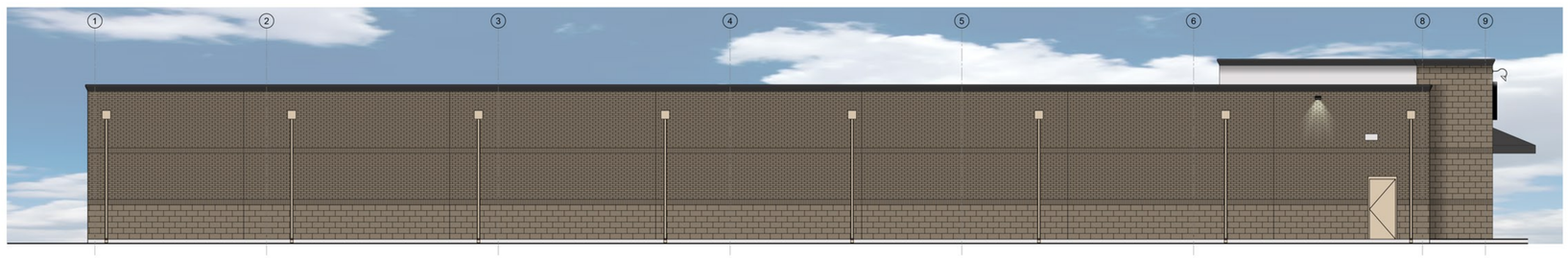
FRONT ELEVATION

1/8" = 1'-0"



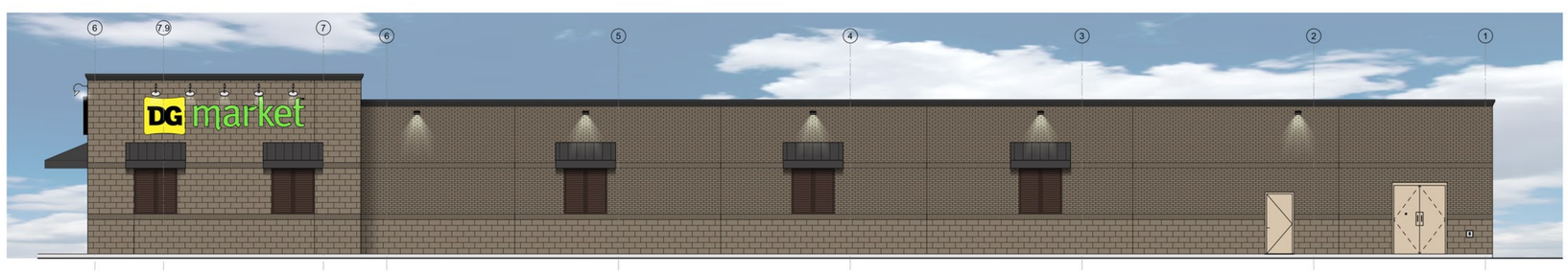
REAR ELEVATION

1/8" = 1'-0"



LEFT ELEVATION

1/8" = 1'-0"



RIGHT ELEVATION

1/8" = 1'-0"

EXTERIOR FINISHES EXTERIOR FINISHES TO MATCH OR BE EQUAL TO VP METAL BUILDING SYSTEMS FINISH SELECTION.	MATCH SHERWIN WILLIAMS SW9126 "KILM BEIGE"	PAINT OR PRE-FINISH TO MATCH SHERWIN WILLIAMS SW 7032 "WARM STONE"	BLACK	BRONZE	POLAR WHITE	GALVALUME
GUTTERS	●					
DOWN SPOUTS	●					
METAL PANELS-FRONT: REVERSE-RIB PROFILE	●					
METAL PANELS-SIDE & REAR	●					
BRICK		●				
AWNINGS/CANOPIES			●			
COPING & ROOF TRIM			●			
STOREFRONT SYSTEM				●		
STANDING SEAM METAL ROOF PANELS						●
LINER PANELS, 28 GA. (INTERIOR SALES FLOOR AND RECEIVING AREA)					●	
RECEIVING & EMERGENCY EXIT DOORS (EXTERIOR OF DOORS TO BE PAINTED, REFER TO DOOR SCHEDULE)	●					

KILM BEIGE

WARM STONE

BRONZE

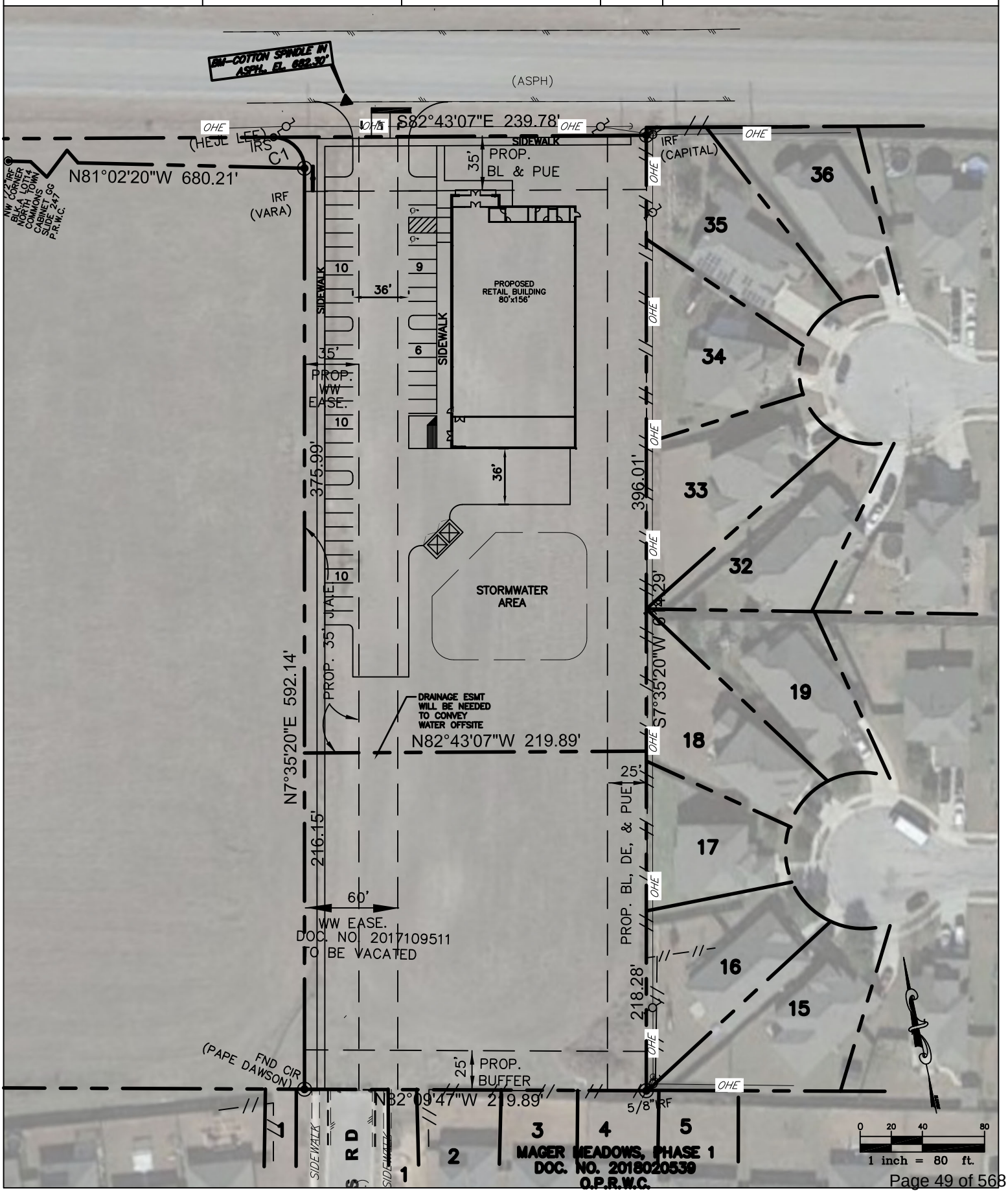
DOLLAR GENERAL

DOLLAR GENERAL
HUTTO, TX

12 Sunnen Drive, Suite 100
St. Louis, MO 63143
o: 314.821.1100

CASCO

SITE PLAN	CITY,STATE - STREET:	HUTTO, TX LIMMER LOOP	
PROTOTYPE:	DEVELOPER	DESIGNER	DATE:
BLDG/SALES SF: 12,480 / 10,281	COMPANY: BLACKBURN CONST.	COMPANY: BERRY ENGINEERS	09/06/22
ACREAGE: ±2.00	NAME: DARYL THORNTON	NAME:	
PARKING SPACES: 45	PHONE #: 662-513-4194 EXT 25	PHONE #: 423-790-5880	



63 Broad St NW
Cleveland, TN 37311
(423) 790-5880

MEMO

DATE: January 3, 2024

TO: City of Hutto

FROM: Christopher M. Berry, PE, PTOE

RE: DG Market – SUP Application
3950 Limmer Loop, Hutto, TX

This letter is to document the specific use permit request for a proposed DG Market retail store to be located at 3950 Limmer Loop. This property is currently part of the North Town Commons PUD, which allows B-1 uses. The B-1 zoning district requires retail uses greater than 5,000 sf to obtain a SUP.

The proposed DG Market is approximately 12,480 sf. DG Market is an upgraded retail store from the traditional Dollar General store. DG Market is a more food-focused store with enhanced selections in fresh produce, dairy, and meat selections. The proposed DG Market store will be a 100% masonry building with architectural accent features and significant landscaping beautification. Please see the enclosed building elevations and landscape concepts for more details.

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

PLANNING & ZONING COMMISSION ON:	**FEBRUARY 20, 2024**
CITY COUNCIL ON:	**MARCH 7, 2024**
MEETING LOCATION:	**500 W. Live Oak Street – City Hall**
MEETING TIMES:	**7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING & ZONING COMMISSION** and the **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the Specific Use Permit request for the property known as **3950 Limmer Loop**, to allow a grocery store as required by North Town Commons PUD (Planned Use Development) zoning ordinance and the Unified Development Ordinance (UDC).

A grocery store is defined as a retail business with greater than 5,000sq. ft. gross floor area primarily selling food and other convenience and household goods in Section 10.307.18 of the UDC. There are conditions of approval that will have to be met including but not limited to outdoor lighting must be fully shielded and cannot trespass onto adjacent property, signage cannot face adjacent residential, all buildings have to be setback a minimum of 1 foot for every foot in building height, and additional buffering and landscape standards. A conceptual layout that is an exhibit to the North Town Commons PUD is included with this notice to provide some detail as to the potential site design.

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: *https://www.huttotx.gov/129/Agendas-Minutes-Archive*. 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 with a response to the proposal
2. Email your response to: **planning@huttotx.gov**

Please include case name, public hearing date, your name and address, and if you are in favor or against the proposed zoning request, including comments.

For additional information or questions about the proposal, please contact the Development Services-Planning staff at (512) 759-5973 or planning@huttotx.gov.

==========

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Specific Use Permit request for the property known as **3950 Limmer Loop**, to allow the grocery store/retail use over 5,000 square feet, as required by North Town Commons PUD (Planned Use Development) zoning ordinance and 10.307.18 in the Unified Development Ordinance (UDC).

Name: William [illegible]

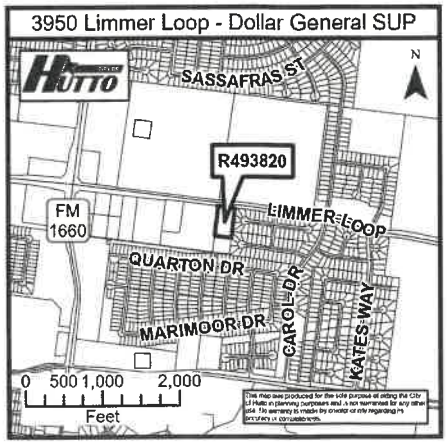
Address: 3874 LIMMER Loop

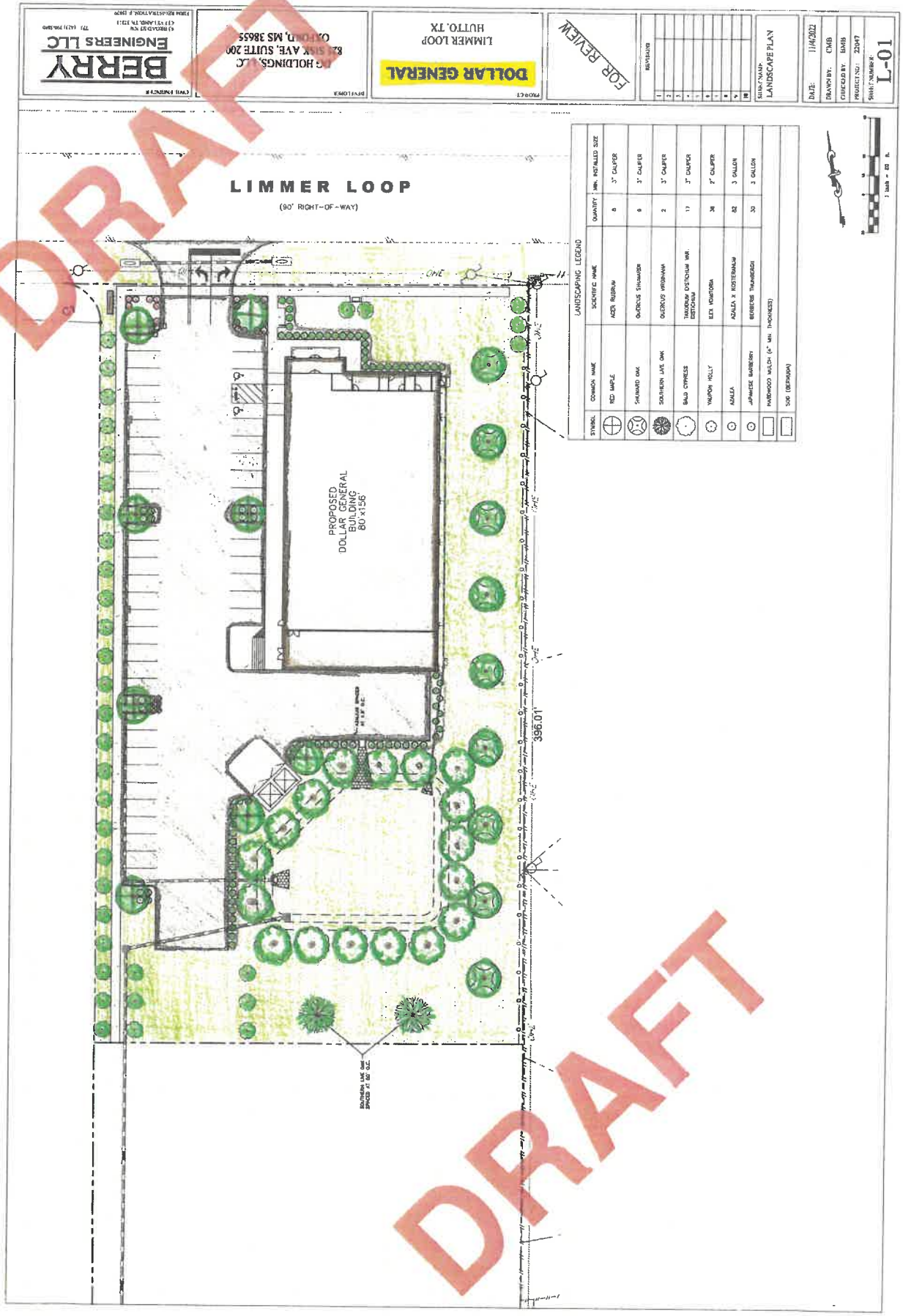
☒ **I AM IN FAVOR**

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP




DRAFT
DRAFT
LIMMER LOOP
(90' RIGHT-OF-WAY)
PROPOSED
DOLLAR GENERAL
BUILDING
80'x156'
396.01'
LANDSCAPING LEGEND
STYMBOL
COMMON NAME
SCIENTIFIC NAME
QUANTITY
MIN. INSTALLED SIZE
RED MAPLE
ACER RUBRUM
8
3" CALIPER
SHUMARD OAK
QUERCUS SHUMARDII
9
3" CALIPER
SOUTHERN LIVE OAK
QUERCUS VIRGINIANA
2
3" CALIPER
BALD CYPRESS
TAXODIUM DISTICHUM VAR. DISTICHUM
17
3" CALIPER
YAUPON HOLLY
ILEX VOMITORIA
38
2" CALIPER
AZALEA
AZALEA X KOSTERIANUM
82
3 GALLON
JAPANESE BARBERRY
BERBERIS THUNBERGII
30
3 GALLON
HARDWOOD MULCH (4" MIN. THICKNESS)
SOD (BERMUDA)
SOUTHERN LIVE OAK SPACED AT 60' O.C.
1 inch = 22 ft.
FOR REVIEW
REVISIONS
DOLLAR GENERAL
LIMMER LOOP
HUTTO, TX
PROJECT
PG HOLDINGS, LLC
824 SIXX AVE, SUITE 200
OXFORD, MS 38655
PROPERTY OWNER
BERRY
ENGINEERS LLC
CIVIL ENGINEER
SHEET NAME:
LANDSCAPE PLAN
DATE: 11/4/2022
DRAWN BY: CMB
CHECKED BY: BMB
PROJECT NO.: 22047
SHEET NUMBER:
L-01

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

PLANNING & ZONING COMMISSION ON: **FEBRUARY 20, 2024**
CITY COUNCIL ON: **MARCH 7, 2024**
MEETING LOCATION: **500 W. Live Oak Street – City Hall**
MEETING TIMES: **7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING & ZONING COMMISSION** and the **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the Specific Use Permit request for the property known as **3950 Limmer Loop**, to allow a grocery store as required by North Town Commons PUD (Planned Use Development) zoning ordinance and the Unified Development Ordinance (UDC).

A grocery store is defined as a retail business with greater than 5,000sq. ft. gross floor area primarily selling food and other convenience and household goods in Section 10.307.18 of the UDC. There are conditions of approval that will have to be met including but not limited to outdoor lighting must be fully shielded and cannot trespass onto adjacent property, signage cannot face adjacent residential, all buildings have to be setback a minimum of 1 foot for every foot in building height, and additional buffering and landscape standards. A conceptual layout that is an exhibit to the North Town Commons PUD is included with this notice to provide some detail as to the potential site design.

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: *https://www.huttotx.gov/129/Agendas-Minutes-Archive*. 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 with a response to the proposal
2. Email your response to: **planning@huttotx.gov**

Please include case name, public hearing date, your name and address, and if you are in favor or against the proposed zoning request, including comments.

For additional information or questions about the proposal, please contact the Development Services-Planning staff at (512) 759-5973 or planning@huttotx.gov.

==========

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Specific Use Permit request for the property known as **3950 Limmer Loop**, to allow the grocery store/retail use over 5,000 square feet, as required by North Town Commons PUD (Planned Use Development) zoning ordinance and 10.307.18 in the Unified Development Ordinance (UDC).

Name: Jason Jones

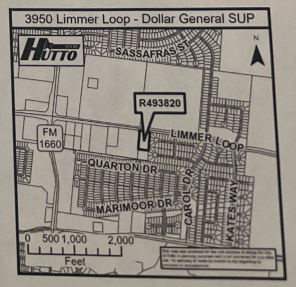
Address: 110 Mollie Dr Hutto TX

☒ ***I AM IN FAVOR***

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



3950 Limmer Loop – Dollar General - Specific Use Permit/PZ 2-20-24 & CC 3-7-24

CITY OF HUTTO

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

PLANNING & ZONING COMMISSION ON: **FEBRUARY 20, 2024**
CITY COUNCIL ON: **MARCH 7, 2024**
MEETING LOCATION: **500 W. Live Oak Street – City Hall**
MEETING TIMES: **7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING & ZONING COMMISSION** and the **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the Specific Use Permit request for the property known as **3950 Limmer Loop**, to allow a grocery store as required by North Town Commons PUD (Planned Use Development) zoning ordinance and the Unified Development Ordinance (UDC).

A grocery store is defined as a retail business with greater than 5,000sq. ft. gross floor area primarily selling food and other convenience and household goods in Section 10.307.18 of the UDC. There are conditions of approval that will have to be met including but not limited to outdoor lighting must be fully shielded and cannot trespass onto adjacent property, signage cannot face adjacent residential, all buildings have to be setback a minimum of 1 foot for every foot in building height, and additional buffering and landscape standards. A conceptual layout that is an exhibit to the North Town Commons PUD is included with this notice to provide some detail as to the potential site design.

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: *https://www.huttotx.gov/129/Agendas-Minutes-Archive*. 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 with a response to the proposal
2. Email your response to: **planning@huttotx.gov**

Please include case name, public hearing date, your name and address, and if you are in favor or against the proposed zoning request, including comments.

For additional information or questions about the proposal, please contact the Development Services-Planning staff at (512) 759-5973 or planning@huttotx.gov.

==========

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Specific Use Permit request for the property known as **3950 Limmer Loop**, to allow the grocery store/retail use over 5,000 square feet, as required by North Town Commons PUD (Planned Use Development) zoning ordinance and 10.307.18 in the Unified Development Ordinance (UDC).

Name: Penelope Newson

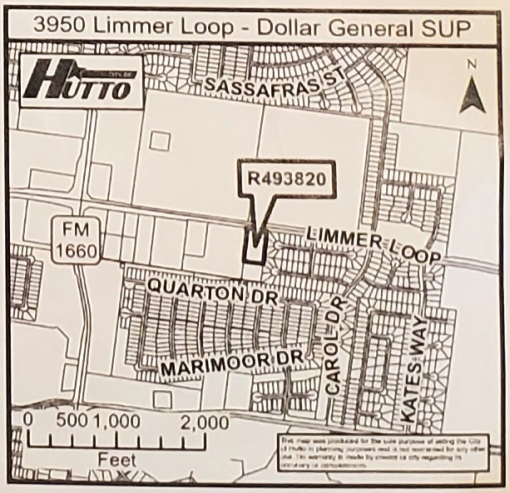
Address: 1113 Firing Cove Hutto

☒ ***I AM IN FAVOR***

☐ **I OBJECT**

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



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

PLANNING & ZONING COMMISSION ON:	**FEBRUARY 20, 2024**
CITY COUNCIL ON:	**MARCH 7, 2024**
MEETING LOCATION:	**500 W. Live Oak Street – City Hall**
MEETING TIMES:	**7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING & ZONING COMMISSION** and the **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the Specific Use Permit request for the property known as **3950 Limmer Loop**, to allow a grocery store as required by North Town Commons PUD (Planned Use Development) zoning ordinance and the Unified Development Ordinance (UDC).

A grocery store is defined as a retail business with greater than 5,000sq. ft. gross floor area primarily selling food and other convenience and household goods in Section 10.307.18 of the UDC. There are conditions of approval that will have to be met including but not limited to outdoor lighting must be fully shielded and cannot trespass onto adjacent property, signage cannot face adjacent residential, all buildings have to be setback a minimum of 1 foot for every foot in building height, and additional buffering and landscape standards. A conceptual layout that is an exhibit to the North Town Commons PUD is included with this notice to provide some detail as to the potential site design.

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: *https://www.huttotx.gov/129/Agendas-Minutes-Archive*. 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 with a response to the proposal
2. Email your response to: **planning@huttotx.gov**

Please include case name, public hearing date, your name and address, and if you are in favor or against the proposed zoning request, including comments.

For additional information or questions about the proposal, please contact the Development Services-Planning staff at (512) 759-5973 or planning@huttotx.gov.

==========

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Specific Use Permit request for the property known as **3950 Limmer Loop**, to allow the grocery store/retail use over 5,000 square feet, as required by North Town Commons PUD (Planned Use Development) zoning ordinance and 10.307.18 in the Unified Development Ordinance (UDC).

Name: Michael & Jennifer Lumsden

Address: 118 Craft St. Hutto, TX 78634

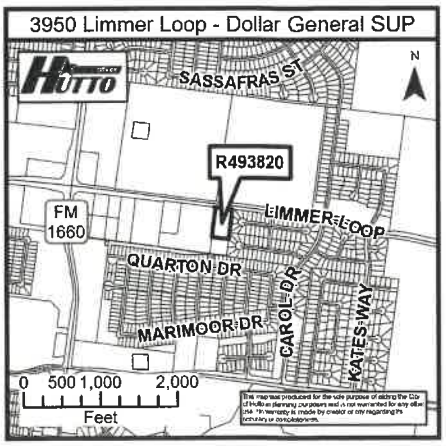
☐ **I AM IN FAVOR**

☒ **I OBJECT**

Write comments below, attach additional pages if needed.

We already have one Dollar General 1.5 miles from this location, and another Dollar General 3.0 miles from this location. Why would we need a 3rd Dollar General. We already have WAY too much traffic on Limmer.

SITE LOCATION MAP



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

PLANNING & ZONING COMMISSION ON:	**FEBRUARY 20, 2024**
CITY COUNCIL ON:	**MARCH 7, 2024**
MEETING LOCATION:	**500 W. Live Oak Street – City Hall**
MEETING TIMES:	**7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING & ZONING COMMISSION** and the **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the Specific Use Permit request for the property known as **3950 Limmer Loop**, to allow a grocery store as required by North Town Commons PUD (Planned Use Development) zoning ordinance and the Unified Development Ordinance (UDC).

A grocery store is defined as a retail business with greater than 5,000sq. ft. gross floor area primarily selling food and other convenience and household goods in Section 10.307.18 of the UDC. There are conditions of approval that will have to be met including but not limited to outdoor lighting must be fully shielded and cannot trespass onto adjacent property, signage cannot face adjacent residential, all buildings have to be setback a minimum of 1 foot for every foot in building height, and additional buffering and landscape standards. A conceptual layout that is an exhibit to the North Town Commons PUD is included with this notice to provide some detail as to the potential site design.

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: *https://www.huttotx.gov/129/Agendas-Minutes-Archive*. 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 with a response to the proposal
2. Email your response to: **planning@huttotx.gov**

Please include case name, public hearing date, your name and address, and if you are in favor or against the proposed zoning request, including comments.

For additional information or questions about the proposal, please contact the Development Services-Planning staff at (512) 759-5973 or planning@huttotx.gov.

==========

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Specific Use Permit request for the property known as **3950 Limmer Loop**, to allow the grocery store/retail use over 5,000 square feet, as required by North Town Commons PUD (Planned Use Development) zoning ordinance and 10.307.18 in the Unified Development Ordinance (UDC).

Name: CJR CC Holdings II, LLC Chris Roussel

Address: 113 Sylvan Hutto TX

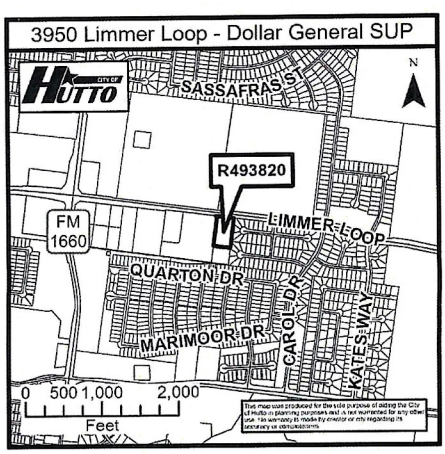
☐ **I AM IN FAVOR**

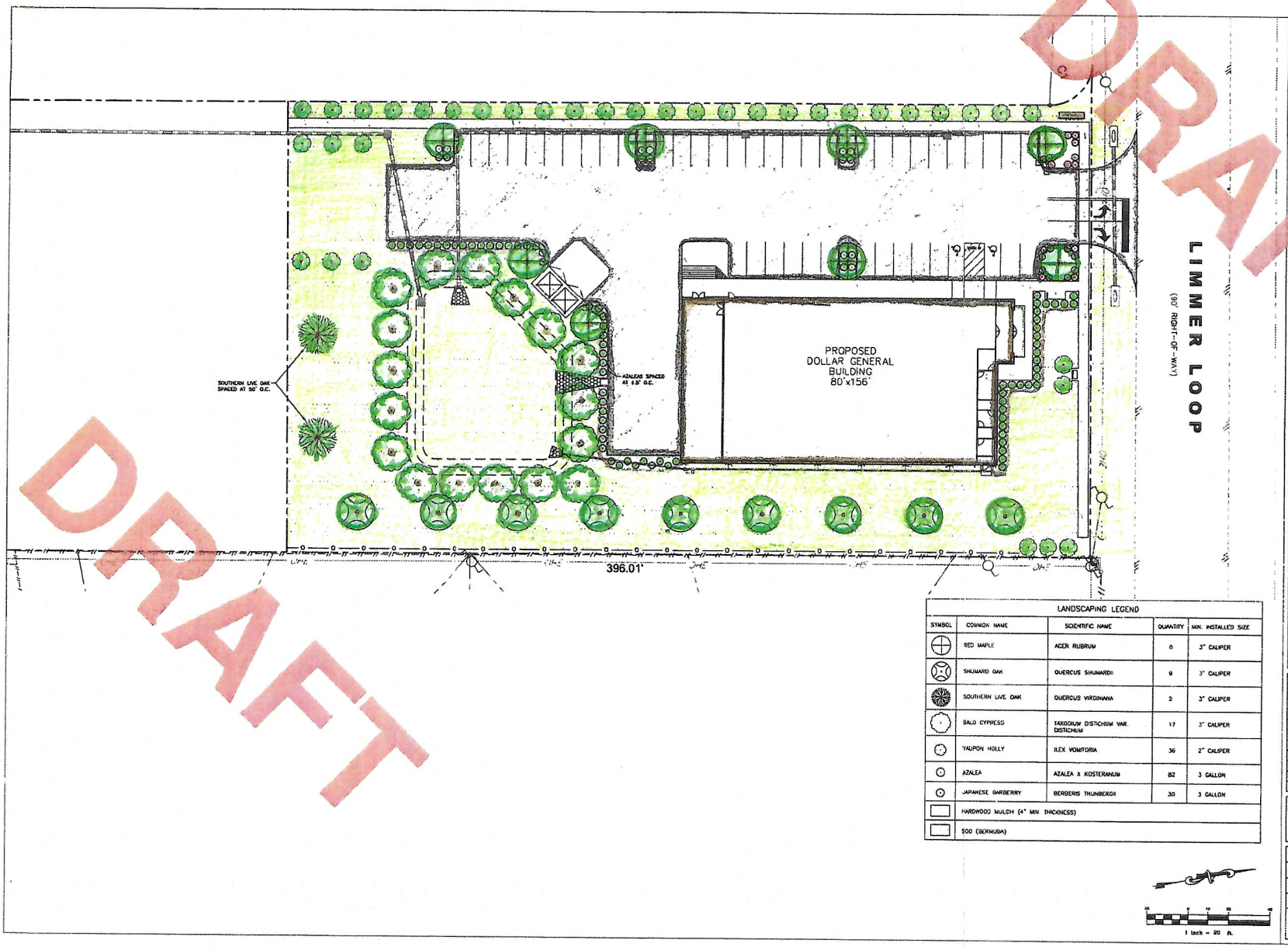
☑ **I OBJECT**

Write comments below, attach additional pages if needed.

Strongly Object

SITE LOCATION MAP





LANDSCAPING LEGEND

SYMBOL	COMMON NAME	SCIENTIFIC NAME	QUANTITY	MIN. INSTALLED SIZE
	RED MAPLE	ACER RUBRUM	8	3" CALIPER
	SHUMARD OAK	QUERCUS SHUMARDII	9	3" CALIPER
	SOUTHERN LIVE OAK	QUERCUS VIRGINIANA	2	3" CALIPER
	BALD CYPRESS	TAXODIUM DISTICHUM VAR. DISTICHUM	17	3" CALIPER
	YAUPON HOLLY	ILEX VOMITORIA	36	2" CALIPER
	AZALEA	AZALEA X KOSTERANUM	82	3 GALLON
	JAPANESE BARBERRY	BERBERIS THUNBERGII	30	3 GALLON
	HARDWOOD MULCH (4" MIN. THICKNESS)			
	SOD (BERMUDA)			

CIVIL ENGINEER

BERRY ENGINEERS LLC
63 BROAD ST NW
CLEVELAND, TN 37311
TEL (423) 790-3850
FIRM REGISTRATION # F-10877

DEVELOPER

DG HOLDINGS, LLC
825 SISK AVE, SUITE 200
OXFORD, MS 38655

PROJECT

DOLLAR GENERAL

LIMMER LOOP
HUTTO, TX

FOR REVIEW

REVISIONS

1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

SHEET NAME
LANDSCAPE PLAN

DATE	11/4/2022
DRAWN BY:	CMB
CHECKED BY	BMB
PROJECT NO.:	22047
SHEET NUMBER	L-01

DRAFT
DRAFT

Surrounding Property Owner's Response

Project Name: Specific Use Permit request for the property known as 3950 Limmer Loop, to allow the grocery store/retail use over 5,000 square feet, as required by North Town Commons PUD (Planned Use Development) zoning ordinance and 10.307.18 in the Unified Development Ordinance (UDC).

Name: Thomas Morgan Witherspoon

Address 1116 Irina Cove, Hutto, TX 78634

___ I AM IN FAVOR

_X_ I OBJECT

I am extremely concerned about the noise issues such as backup alarms and other racket associated with the semi-truck deliveries and garbage removal via dumpster, as the delivery area is located directly behind my home on lot #33. These deliveries/garbage pickup would very likely occur in very early morning hours prior to the store opening for business and would wake not only me but others in the neighborhood. If there is some provision made so that there will not be noise issues then I might reconsider my objection.

CITY OF HUTTO

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

PLANNING & ZONING COMMISSION ON: **FEBRUARY 20, 2024**
CITY COUNCIL ON: **MARCH 7, 2024**
MEETING LOCATION: **500 W. Live Oak Street – City Hall**
MEETING TIMES: **7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING & ZONING COMMISSION** and the **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the Specific Use Permit request for the property known as **3950 Limmer Loop**, to allow a grocery store as required by North Town Commons PUD (Planned Use Development) zoning ordinance and the Unified Development Ordinance (UDC).

A grocery store is defined as a retail business with greater than 5,000sq. ft. gross floor area primarily selling food and other convenience and household goods in Section 10.307.18 of the UDC. There are conditions of approval that will have to be met including but not limited to outdoor lighting must be fully shielded and cannot trespass onto adjacent property, signage cannot face adjacent residential, all buildings have to be setback a minimum of 1 foot for every foot in building height, and additional buffering and landscape standards. A conceptual layout that is an exhibit to the North Town Commons PUD is included with this notice to provide some detail as to the potential site design.

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: *https://www.huttotx.gov/129/Agendas-Minutes-Archive*. 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 with a response to the proposal
2. Email your response to: **planning@huttotx.gov**

Please include case name, public hearing date, your name and address, and if you are in favor or against the proposed zoning request, including comments.

For additional information or questions about the proposal, please contact the Development Services-Planning staff at (512) 759-5973 or planning@huttotx.gov.

==========

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Specific Use Permit request for the property known as **3950 Limmer Loop**, to allow the grocery store/retail use over 5,000 square feet, as required by North Town Commons PUD (Planned Use Development) zoning ordinance and 10.307.18 in the Unified Development Ordinance (UDC).

Name: Brianne Montgomery & Doug Johnson

Address: [illegible]

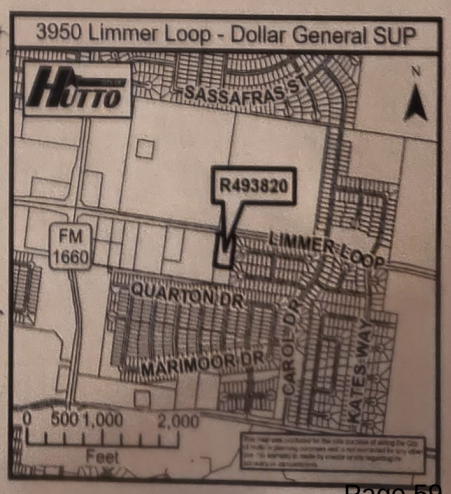
☐ **I AM IN FAVOR**

☑ **I OBJECT**

Write comments below, attach additional pages if needed.

Traffic is already too congested. Hutto already has two of this establishment. The managers will not clean up their parking lot and trash will blow into our neighborhood and clutter it. We do not want a major business that big so close to our residence. The few businesses already in the area are more than enough.

SITE LOCATION MAP



AGENDA ITEM REPORT
9.3.

To:	City Council
Subject:	Conduct a public hearing and take possible action on Ordinance No. O-2024-017 for the Specific Use Permit request for Hutto Elementary School #8 project on FM 1660 to allow a daycare, and deviations from bulk, setback and buffers, architectural style, language and materials, landscape and parking lot and vehicular screening (First Reading) (Ashley Bailey)
Meeting:	Thursday, March 7, 2024
Department:	Development Services /
Staff Contact:	Ashley Bailey

BACKGROUND INFORMATION:

Hutto ISD and the City of Hutto have in place an Interlocal Agreement approved by both parties in 2023. The agreement permits the Specific Use Process to provide flexibility to Hutto ISD for school site development and secondary uses.

The Hutto ISD property includes approximately 159 acres and is home to the 9th grade center and the Hutto ISD Ag Barn and Transportation Facilities and is currently zoned as SF-1 (SIngle Family).

The property is surrounded by the following land uses:

NORTH: Extraterritorial Jurisdiction (ETJ) with Development Agreement (DA)
SOUTH: Single Family (SF-1)
EAST: Extraterritorial Jurisdiction (ETJ) with Development Agreement (DA)
WEST: Extraterritorial Jurisdiction

SUMMARY OF REQUEST:

Hutto Independent School District (HISD) is proposing a new elementary school and a daycare facility that is intended for HISD staff children only. The site is east of the northeast corner of Main Hippo Way and Destiny Lane. The school is setback approximately 300 feet from Main Hippo Way to provide for a detention area.

The Interlocal Agreement between the CIty of Hutto and HISD was approved in 2019 and amended in 2023. The ILA provides the steps for the ISD to request deviations from the Unified Development Code requirements, which include architectural and material requirements, daycare size limitations, height and bulk standards, and landscaping requirements across the site.

STAFF REVIEW:

The requested modifications are in the following list. The code citation is provided first, the requested modification is second.

1) 10.307.9 Day care: child - day cares with more than six children shall be considered subject to specific use permit review in the SF-R, SF-1, SF-2, MF, and MH districts as well as T-3 transect zone with the following conditions: day care facilities in the B-1 district must be no more than 2,500 square feet, outdoor play areas must be enclosed by a fence 4 feet - 6 feet high and day care facilities in the MF district may be located in a building separate from a dwelling unit, for residents of the development only.

The ISD is proposing a 15,000 square foot facility for up to 105 children, age four (4) and under. The daycare enrollment will be limited to HISD staff children only. As this is a specific use permit application, the facility is internal to the overall HISD campus, and the daycare has limited enrollment, staff is in support of the request as presented.

2) 10.403.4.2 Building envelope - the maximum building height in the SF-1 zoning district is 35 feet or 2.5 stories.

HISD desires to exceed the maximum building height as prescribed in the single-family zoning district for the new school building. The maximum proposed building height will be approximately 40-ft, allowing for the current building design. The majority of the proposed building complies with the code as written and the deviation will provide flexibility for the two-story portion of the school. Staff is in support of the proposed deviation.

3) 10.406.6.2 – 10.406.6.7: Architectural Style, Language and Materials

HISD is requesting relief from materials, building articulation, and design in compliance with Texas House Bill 2436 regarding building materials while still complying with the majority of the adopted development codes. Staff is in support of the request considering HB2436. In addition, HISD will comply with the spirit of the adopted codes with uniform architectural style across the development that generally meet the cited code sections (avoiding long walls, massing, entry features, etc).

4) 10.407.5.1.2 and 10.407.5.2 Required Landscaping, Parking Lot and Vehicular Use Screening

HISD is requesting a reduction in planting across the site, citing site constraints, safety concerns, and the encumbrance meeting the code would require with the amount of plantings required. Landscaping reduction is allowed as shown in the ILA. The ISD is proposing a reduction of approximately 70% of the required landscaping, including large trees and screening within the limits of construction.

The proposed 70% reduction is for the tree numbers. The UDC would require over 1,000 trees if

there were a strict application of the code on the 30 acre development site (15% of the site with a ratio of two large and four small trees). However, it is important to point out the tree size being provided in the proposed landscape plan provides for more caliper inches per tree than the UDC mandates as well as larger than the caliper inch minimum in the ILA. The large tree species are provided at six caliper inches while the smaller trees are provided at a three-inch caliper size, both larger than the 2.5 caliper minimum required in the ILA. The attached landscape plan shows the number of trees proposed for the development across the site.

Staff is in support of the request as this request exceeds the minimum standards previously applied to other HISD building requests.

Public hearing notices to 85 adjacent property owners within 600 feet of the subject site. One response has been received in favor of the request.

Planning and Zoning Commission recommends approval of the request as it meets the intent of the Interlocal Agreement as well as the majority of the adopted development codes.

FISCAL NOTES:

Not applicable.

ATTACHMENTS:

1. O-2024-017 Elementary 8
2. Zoning Map
3. ILA with HISD
4. 105 Sweetwater Creek - Favor

ORDINANCE NO. 2024-017

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW FOR MODIFIED DEVELOPMENT STANDARDS FOR A SCHOOL IN THE SF-1 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT ON 158.843 ACRES, MORE OR LESS, OF LAND, KNOWN AS THE HUTTO INDEPENDENT SCHOOL DISTRICT (HISD) PROPERTY, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to grant a Specific Use Permit to allow for modified development standards for a school on the property known as the HISD property, described in Exhibit "A", being attached hereto and incorporated herein, and;

WHEREAS, on the 20th day of February 2024, after proper notification, the Planning and Zoning Commission held a public hearing on the proposed Specific Use Permit request, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed Specific Use Permit request on the 20th day of February 2024, and;

WHEREAS, on the 7th day of March, 2024, after proper notification, the City Council held a public hearing on the proposed Specific Use Permit request, and;

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

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

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

SECTION I.

1.

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

10.203.21.3 Criteria

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

10.203.21.5 Conditions

- The Planning and Zoning Commission and/or City Council may impose conditions on a specific use permit. Conditions for the specific use permit at issue are included in Section I subsection 2, below.

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

10.203.21.6 Amendments

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

10.204.2 Effective date and expiration

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

2.

This Specific Use Permit request is subject to the conditions as identified by the City Council and attached hereto, more particularly described in Exhibit "B". No permits shall be issued unless all of the following requirements are satisfied:

- Any modification of the approval shall require a new Specific Use Permit.

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

SECTION VII. Penalty

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. In addition, any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance may be subjected to such civil penalties as are authorized by law.

READ and **APPROVED** on first reading on this the **7th** day of March, 2024 at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this **21st** day of March, 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

15/IJC/PMD/07071178-HUT
(D)

DEED 2007069800
4 PGS

Special Warranty Deed

Date: August 14, 2007

Grantor: Estate of Iver Ernest Wallin, Deceased

Grantor's Mailing Address:

Estate of Iver Ernest Wallin, Deceased
P. O. Box 232
Hutto, TX 78634
Williamson County

Grantee: Hutto Independent School District

Grantee's Mailing Address:

Hutto Independent School District
P. O. Box 430
Hutto, TX 78634
Williamson County

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

100 acres of land, more or less, out of the JOHN DYKES SURVEY, ABSTRACT NO. 186, Williamson County, Texas, being a portion of that certain 238 acre tract, called Tract 1, and that certain 100 acre tract, called Tract 2, conveyed to Iver E. Wallin in an executor's deed recorded in Document Number 2001059720 of the Official Public Records of Williamson County, Texas. Said 100 acres of land being more particularly described by metes and bounds in Exhibit A attached hereto and made a part hereof

Reservations from Conveyance:

None

Unofficial Document

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2007, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Joyline Wallin Kovar

Joyline Wallin Kovar, Independent Executrix of the Estate of Iver Ernest Wallin, Deceased

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on August 14, 2007, by Estate of Iver Ernest Wallin, Deceased.

Notary Public, State of Texas

DEBRA MARSHALL
Notary Public, State of Texas
My Commission Expires
JUNE 27, 2009

Unofficial Document

PREPARED IN THE OFFICE OF:

Enochs & McLean
700 N. Main St.
P. O. Box 751
Taylor, TX 76574
Tel: (512) 352-3626
Fax: (512) 365-5556

AFTER RECORDING RETURN TO:

Independence Title Company
120 Ed Schmidt Blvd., Suite F
Hutto, TX 78634

For forwarding to:
Heather Pittland
Henslee, Fowler, Depuy
+ Schwartz, LLP
811 Congress Ave, Ste 800
Austin, TX 78701

Unofficial Document

EXHIBIT A

FIELD NOTES TO ACCOMPANY MAP OF SURVEY
100.00 ACRES OF LAND
JOHN DYKES SURVEY, A-186
WILLIAMSON COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 100.00 ACRES OF LAND OUT OF THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 238 ACRE TRACT, CALLED TRACT 1, AND THAT CERTAIN 100 ACRE TRACT, CALLED TRACT 2, CONVEYED TO IVER E. WALLIN IN AN EXECUTOR'S DEED RECORDED IN DOCUMENT NUMBER 2001059720 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 100.00 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch diameter steel pin set with cap stamped Lenz & Assoc. on the south right-of-way line of F.M. 1660 on the east line of the said Tract 2 at the southeast corner of that certain portion of Tract 2 conveyed to the State of Texas by deed recorded in Volume 476, Page 578 of the Deed Records of Travis County, Texas, the same being an interior corner of that certain 163.89 acre tract conveyed to Richard H. Kruger & wife, Frances M. Kruger by deed recorded in Volume 491, Page 547 of the Deed Records of Williamson County, Texas, from which an iron pipe found extending approximately two feet above the ground bears N 20°05'05" W, 1.17 feet and a concrete right-of-way monument found on the north right-of-way line of F.M. 1660 bears N 69°45'55" E, 1209.66 feet and then N 20°14'05" W, 80.00 feet;

THENCE, S 20°05'05" E, a distance of 775.25 feet to a 1 inch diameter steel pin found at the southerly southwest corner of the said 163.89 acre Kruger tract, the same being the northwest corner of that certain 14.00 acre tract described in a Contract for Sale to Howard Ray Sladek recorded in Volume 867, Page 747 of the Deed Records of Williamson County, Texas;

THENCE, S 20°14'32" E, a distance of 1007.92 feet along the west line of the said 14.00 acre Sladek tract and then the west line of that certain 27.36 acre tract described in a deed to Howard R. Sladek recorded in Volume 866, Page 661 of the Deed Records of Williamson County, Texas, to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc., from which a 1 inch diameter steel pin found on the west line of the said 27.36 acre Sladek tract at the southeast corner of the said Tract 2 bears S 20°14'32" E, 1221.56 feet;

THENCE, S 70°00'01" W, a distance of 2599.79, crossing the said Tract 1 and Tract 2, to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc. on the west line of the said Tract 1, the same being the east right-of-way line of F.M. 1660 and that certain tract conveyed to the State of Texas recorded in Volume 476, Page 593 of the Deed Records of Williamson County, Texas, from which a broken concrete right-of-way monument found on the east line of the said State of Texas tract and east right-of-way line of F.M. 1660 bears S 19°59'59" E, 611.80 feet;

THENCE, along the east and south right-of-way lines of F.M. 1660, the same being the east and south lines of the said tracts conveyed to the State of Texas in Volume 476, Page 593 and Volume 476, Page 578 of the Deed Records of Williamson County, Texas, the following three (3) courses and distances:

1) N 19°59'59" W, 670.13 feet to a concrete right-of-way monument found;

2) With a curve to the right, having a central angle of 89°48'20", a radius of 1106.28 feet, an arc of 1733.99 feet and a chord bearing and distance of N 24°52'12" E, 1561.86 feet to a broken concrete right-of-way monument found;

3) N 69°45'55" E, 1492.50 feet to the **PLACE OF BEGINNING**, containing 100.00 acres of land, more of less.

BEARINGS ARE BASED ON NORTH, N.A.D. 83 BY GPS METHODS.

Unofficial Document

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2007069800

Nancy E. Rister

08/16/2007 10:47 AM

JACKIE $28.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

Unofficial Document

January 8, 2024

City of Hutto
500 West Live Oak Street
Hutto, TX 78634

Re: Hutto Independent School District – Elementary School #8
LPA Project No. 31679

Attention Development Services Department,

This Letter of Intent describes the specific areas of the Unified Development Code (UDC) that LPA, Inc. and Hutto Independent School District (HISD) are deviating from as part of the new Hutto Elementary School #8 project. Each deviation is addressed, separated, and supported by back-up documentation over the following pages. In each case we have been guided by our collective desire to be good stewards of tax-payer dollars, while we adhere to the "spirit" of the UDC as fully as possible.

- **Exhibit A: Day Care: Child (10.307.9)**
  As noted in the UDC, a "day care with more than six children may be appropriate in some residential areas, but the use requires special attention to find if it will adversely affect the surrounding area." (UDC 118).

  The proposed day care is intended for HISD staff children only. The facility will be 15,000 sf and the capacity will be 105 children under age 4. The day care will have its own administration department, separate playgrounds for age groups, as well as a dedicated secured vestibule at the main entrance and parking. This will be beneficial to district staff, for new hires, and employee retention.

- **Exhibit B: Bulk, Setbacks and Buffers - Primary and Accessory Structures (10.403.4.2)**
  Per UDC Section 10.403.4.2, primary structures in Zoning District SF-1 shall have a maximum building height of 35 ft. / 2.5 stories. While a majority of the school complies with this requirement, one classroom wing is a 2-story volume with an inset roof that maximum roof edge height of 39'-6". This is to allow natural light into the classroom spaces on the 2nd level. This area is set behind the primary street frontages, as shown in Exhibit B, and allows for the campus to meet the program requirements in a way that is both efficient for daily instruction and a responsible use of public funding.

- **Exhibit C: Architectural Style, Language, and Materials (10.406.6.2, 3, 4, 5, 6, 7**
  Exhibit C includes a copy of Texas House Bill (H.B.) 2439 which prohibits the regulation of building products, materials, and methods beyond what is permitted in a national code model within the last three years. Our reading and interpretation of the bill concludes the following:

  - H.B. 2439 Section 3000.002.a.1 relieves us of any material requirements found in UDC Section 10.406.6.7.

  - H.B. 2439 Section 3000.002.a.2, specifically the use of the word "aesthetic", relieves us of the articulation and language requirements found in UDC Sections 10.406.6.2, 10.406.6.3, 10.406.6.4, 10.406.6.5, and 10.406.6.6.

The design of Hutto Elementary School #8 intends to comply with the language of the UDC whenever possible and will contribute in a positive way to Hutto's sense of place and cohesive architectural style.

- Per UDC Section 10.406.6.2, the buildings, freestanding canopies, accessory and maintenance buildings, and dumpster enclosures at Hutto Elementary School #8 will share a common, identifiable, complementary design or style. Different architectural styles will not be mixed on the campus.

- Per UDC Section 10.406.6.3, the design of Hutto Elementary School #8 avoids a single, large, dominant building mass and uses distinctive and complementary language to identify major entrances, classroom spaces, and unique spaces throughout the campus. The activities inside the campus buildings inform the building's recesses and projections, changes in height, and materiality. Taller, more monolithic masses are set behind the more dynamic street-facing building areas.

- Per UDC Section 10.406.6.4, Hutto Elementary School #8 will use limestone masonry as the primary wall material at grade, with glass curtain walls and vertical standing seam metal panel accent walls at major entries, and metal panels at high walls set back from the main façade. The facades have strong parapet terminations that stand proud of clerestory windows and sloping high roof overhangs that are set back from the primary facades.

- Per UDC Section 10.406.6.4.3 and 10.406.6.4.4, a majority of the campus facades comply with the requirements for walls more than 100 ft in length to have projections of 3% of the façade length that extend at least 20% of the façade length and multiple elements breaking up facades over 30 ft in length; however, the requirements are not met at all times. In an effort to maximize public funding, maximize educational space, and minimize security risks, some volumes do not have deep jogs or material changes every 30 ft. The gymnasium, for example, requires straight long-span structural members and solid, consistent perimeter walls. These spaces are set behind the street-facing facades, in the least-visible area of the site.

- Per UDC Section 10.406.6.5.1, high roof forms at Hutto Elementary School #8 are used to denote building entrances and major circulation routes within. The campus roofs slope a minimum of 1ft of vertical rise for every 4ft of horizontal run, in compliance with the International Codes.

- UDC Section 10.406.6.7 requires masonry to be used as the primary material, with corrugated metal used on no more than 25% of the area of the exterior walls of the building. We are compliant with this Section.

- **Exhibit D: Landscape (10.407.5.1.2, 10.407.5.2)**
  Per the City of Hutto Unified Landscape Code (UDC) and the City of Hutto and HISD Interlocal Agreement, the attached plans are submitted for review and approval under a Specific Use Permit Request. Due to site constraints including the Hutto Independent School District (the District) required parking spaces for the onsite Hutto Elementary School and the health, safety, and welfare of the students, faculty and staff, the proposed landscape design provides the highest reasonably achievable level of landscape per the UDC and the City of Hutto and HISD Interlocal Agreement. The proposed overall landscape plan, we believe, meets the general intent as outlined in the ordinance.

  The following areas are currently identified as deficient due to the above-mentioned constraints:

- 10.407.5.1.2 Required landscaping-non-residential and 5+ household residential development

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

- 10.407.5.2 Parking lot and vehicular use screening

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

  - Vehicular use areas shall be screened from all abutting rights-of-way by a continuous landscaped area not less than 10 ft. deep.
  - Vehicular use areas shall be screened from all abutting private property by a continuous landscaped area not less than 8 ft. deep.
  - Landscape screening shall contain one (1) large tree per thirty (30) linear feet, or portion thereof, and a continuous hedge not less than 3 ft. in height.
  - In addition to the required vehicular use screening, all outdoor parking shall have landscaping islands within the parking area equal to not less than 7% of the gross parking lot area.
  - Landscape islands shall be required on both ends of all parking aisles, if such spaces are not adjacent to another landscaped area or entry throat.
  - Not more than ten (10) consecutive parking spaces shall be provided without a landscaped island.
  - Landscape islands shall be a minimum of 9 ft. wide and 18 ft. deep, and shall contain at least one (1) large tree and four (4) shrubs.
  - Driveways and entry throats shall contain at least one (1) large tree and five (5) shrubs on each side.
  - Required parking lot landscaping may be counted toward the minimum landscaped area required in Section 10.407.5.1.

The nature of the site area being developed is an elementary school, daycare facility and associated parking lots to accommodate their required needs. Therefore, based on this site constraint, the ability to provide the required tree requirements within the remaining un incumbered site area is very limiting.

Also, the District has concerns in planting screening trees and shrubs within parking areas due to safety. Shrubs can create hiding places that students or unwanted visitors can use to avoid being seen. Maintaining site visibility to prevent vehicular or pedestrian blind spots to reduce potential accidents and incidents are a key concern for this elementary school campus for the District.

In response to the parking site constraints and District safety concerns, we are proposing the following based on the deficient code sections above:

- A reduction in approximately 70% of the required large trees and landscape planting and no screen shrubs that are required within the project's limit of construction.

- Please refer to the Landscape Calculation Chart in the submitted landscape plans (L0.02) for specific areas noted as deficient.

Summary:

Therefore, based on the items presented, the District is requesting the proposed landscape plan for the proposed project to be accepted under a Specific Use Permit Landscape Proposal as we believe it meets the intent and spirit of the landscape ordinance.

Sincerely,

Clare Lassus, LEED AP BD+C | Project Architect
LPA, Inc.

Works Cited

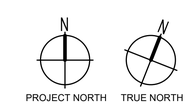
Unified Development Code - Hutto, www.huttotx.gov/DocumentCenter/View/438/Unified-Development-Code-Chapter-2--Table-of-Contents---Administration-PDF. Accessed 28 Dec. 2023.

City of Hutto and HISD Interlocal Agreement – November 9, 2023

LEVEL 1 - LITTLE HIPPOS 1/8" = 1'-0"

EXHIBIT A - LITTLE HIPPOS DAYCARE

Elementary School #8



LPA

HUTTO ISD

EXHIBIT B - ROOF HEIGHTS

Elementary School #8

AN ACT

relating to certain regulations adopted by governmental entities for the building products, materials, or methods used in the construction or renovation of residential or commercial buildings.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Title 10, Government Code, is amended by adding Subtitle Z to read as follows:

SUBTITLE Z. MISCELLANEOUS PROVISIONS PROHIBITING CERTAIN GOVERNMENTAL ACTIONS

CHAPTER 3000. GOVERNMENTAL ACTION AFFECTING RESIDENTIAL AND COMMERCIAL CONSTRUCTION

Sec. 3000.001. DEFINITIONS. In this chapter:

(1) "National model code" has the meaning assigned by Section 214.217, Local Government Code.

(2) "Governmental entity" has the meaning assigned by Section 2007.002.

Sec. 3000.002. CERTAIN REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS PROHIBITED. (a) Notwithstanding any other law and except as provided by Subsection (d), a governmental entity may not adopt or enforce a rule, charter provision, ordinance, order, building code, or other regulation that:

(1) prohibits or limits, directly or indirectly, the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building if the building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building; or

(2) establishes a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building if the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.

(b) A governmental entity that adopts a building code governing the construction, renovation, maintenance, or other alteration of a residential or commercial building may amend a provision of the building code to conform to local concerns if the amendment does not conflict with Subsection (a).

(c) This section does not apply to:

(1) a program established by a state agency that requires particular standards, incentives, or financing arrangements in order to comply with requirements of a state or federal funding source or housing program;

(2) a requirement for a building necessary to consider the building eligible for windstorm and hail insurance coverage under Chapter 2210, Insurance Code;

(3) an ordinance or other regulation that regulates outdoor lighting that is adopted for the purpose of reducing light pollution and that:

(A) is adopted by a governmental entity that is certified as a Dark Sky Community by the International Dark-Sky Association as part of the International Dark Sky Places Program; or

(B) applies to outdoor lighting within five miles

of the boundary of a military base in which an active training program is conducted;

(4) an ordinance or order that:

(A) regulates outdoor lighting; and

(B) is adopted under Subchapter B, Chapter 229, Local Government Code, or Subchapter B, Chapter 240, Local Government Code;

(5) a building located in a place or area designated for its historical, cultural, or architectural importance and significance that a municipality may regulate under Section 211.003(b), Local Government Code, if the municipality:

(A) is a certified local government under the National Historic Preservation Act (54 U.S.C. Section 300101 et seq.); or

(B) has an applicable landmark ordinance that meets the requirements under the certified local government program as determined by the Texas Historical Commission;

(6) a building located in a place or area designated for its historical, cultural, or architectural importance and significance by a governmental entity, if designated before April 1, 2019;

(7) a building located in an area designated as a historic district on the National Register of Historic Places;

(8) a building designated as a Recorded Texas Historic Landmark;

(9) a building designated as a State Archeological Landmark or State Antiquities Landmark;

(10) a building listed on the National Register of Historic Places or designated as a landmark by a governmental entity;

(11) a building located in a World Heritage Buffer Zone; and

(12) a building located in an area designated for development, restoration, or preservation in a main street city under the main street program established under Section 442.014.

(d) A municipality that is not a municipality described by Subsection (c)(5)(A) or (B) may adopt or enforce a regulation described by Subsection (a) that applies to a building located in a place or area designated on or after April 1, 2019, by the municipality for its historical, cultural, or architectural importance and significance, if the municipality has the voluntary consent from the building owner.

(e) A rule, charter provision, ordinance, order, building code, or other regulation adopted by a governmental entity that conflicts with this section is void.

Sec. 3000.003. INJUNCTION. (a) The attorney general or an aggrieved party may file an action in district court to enjoin a violation or threatened violation of Section 3000.002.

(b) The court may grant appropriate relief.

(c) The attorney general may recover reasonable attorney's fees and costs incurred in bringing an action under this section.

(d) Sovereign and governmental immunity to suit is waived and abolished only to the extent necessary to enforce this chapter.

Sec. 3000.004. OTHER PROVISIONS NOT AFFECTED. This chapter does not affect provisions regarding the installation of a fire sprinkler protection system under Section 1301.551(i), Occupations Code, or Section 775.045(a)(1), Health and Safety Code.

Sec. 3000.005. SEVERABILITY. If any provision of a rule, charter provision, ordinance, order, building code, or other regulation described by Section 3000.002(a) is held invalid under this chapter, the invalidity does not affect other provisions or applications of the rule, charter provision, ordinance, order, building code, or other regulation that can be given effect without the invalid provision or application, and to this end the

provisions of the rule, charter provision, ordinance, order, building code, or other regulation are severable.

SECTION 2. This Act takes effect September 1, 2019.

_____ _____

President of the Senate Speaker of the House

I certify that H.B. No. 2439 was passed by the House on April 30, 2019, by the following vote: Yeas 124, Nays 21, 2 present, not voting; and that the House concurred in Senate amendments to H.B. No. 2439 on May 23, 2019, by the following vote: Yeas 133, Nays 9, 1 present, not voting.

_____

Chief Clerk of the House

I certify that H.B. No. 2439 was passed by the Senate, with amendments, on May 19, 2019, by the following vote: Yeas 26, Nays 5.

_____

Secretary of the Senate

APPROVED: _____

Date

_____

Governor

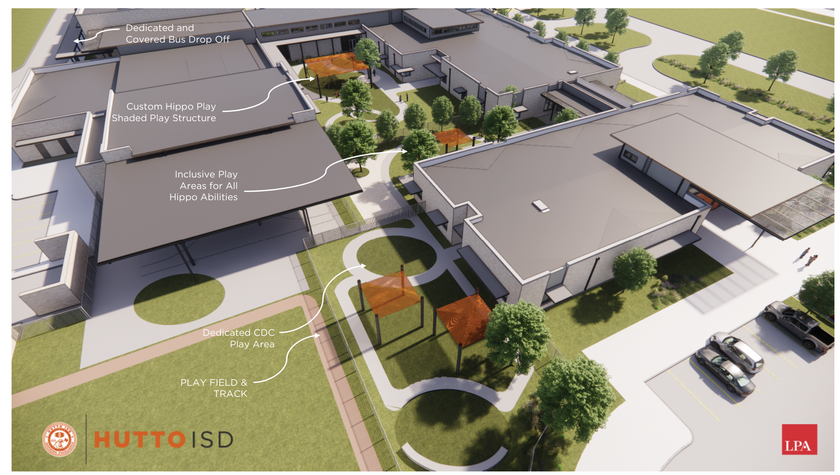
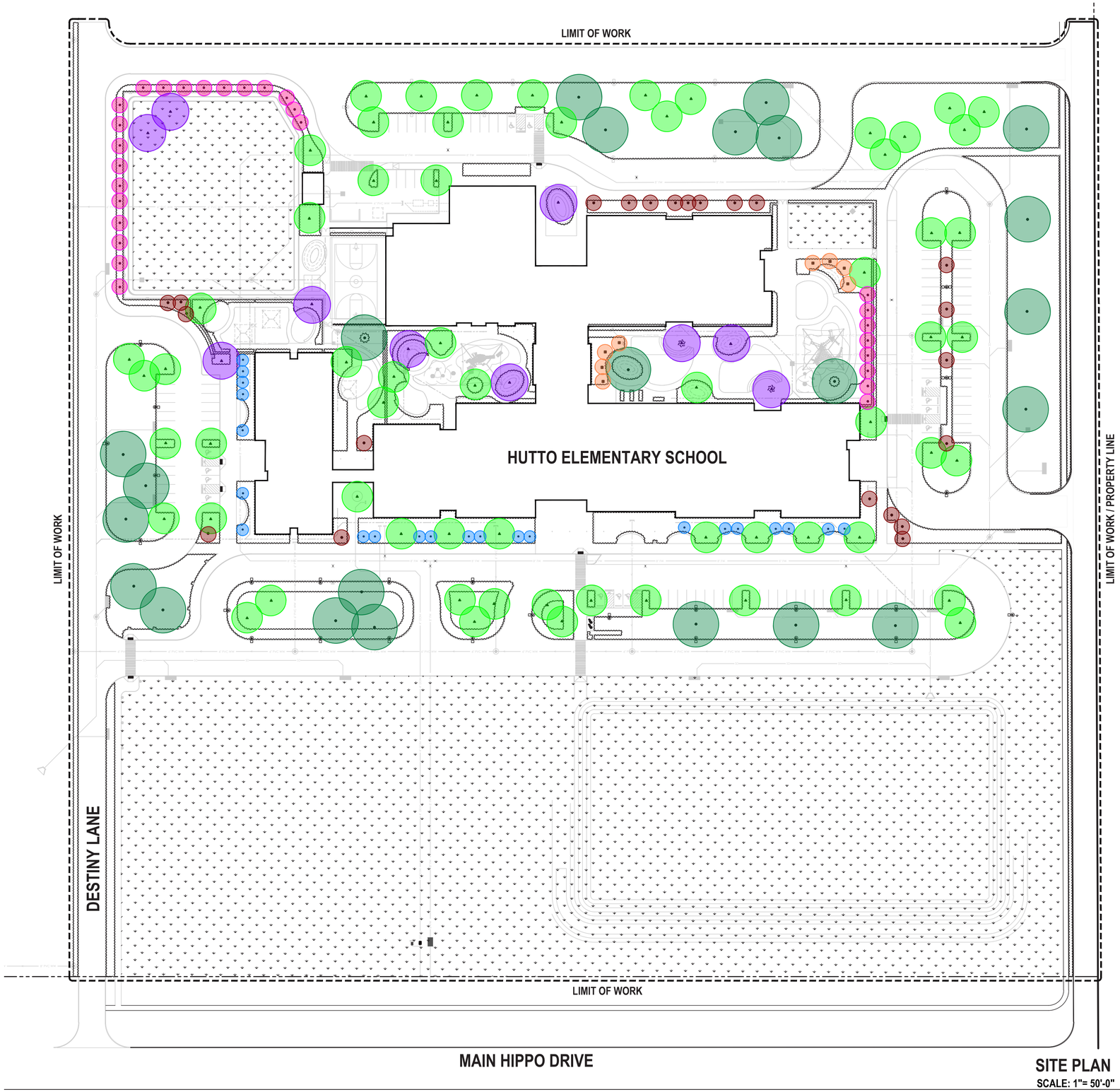


EXHIBIT C - EXTERIOR MATERIALS

Elementary School #8



SITE PLAN
SCALE: 1"= 50'-0"

PLANTING LEGEND

TREE LIST

(NCN.)- NO COMMON NAME (*)- UNLESS NOTED ON PLAN

SYM.	REF.	QTY.	BOTANICAL NAME/ COMMON NAME	CALIPER/ SPACING	SIZE
	T1	10	ULMUS CRASSIFOLIA/ CEDAR ELM	6" CALIPER/ PER PLAN	40' - 50' H x 25' - 40' W LARGE
	T2	23	PLATANUS MEXICANA/ MEXICAN SYCAMORE	6" CALIPER/ PER PLAN	60' H x 60' W LARGE
	T3	8	QUERCUS LACEYI/ LACEY OAK	3" CALIPER/ PER PLAN	30' - 60' H x 10' - 20' W SMALL
	T4	22	CHILOPSIS LINEARIS/ DESERT WILLOW	3" CALIPER/ PER PLAN	4.9' - 26.3' H x 10' - 20' W SMALL
	T5	64	QUERCUS FUSIFORMIS/ TEXAS LIVE OAK	6" CALIPER/ PER PLAN	20' - 40' H x 30' - 40' W LARGE
	T6	21	CERCIS CANADENSIS V. TEXENSIS 'TEXAS WHITE'/ TEXAS WHITE REDBUD	3" CALIPER/ PER PLAN	15' - 20' H x 10' - 15' W SMALL
	T7	28	LAGERSTROEMIA INDICA/ CRAPE MYRTLE	3" CALIPER/ PER PLAN	6' - 25' H x 6' - 20' W SMALL

TURF LIST

G1	AS REQ'D	TIFFWAY II/ BERMUDA HYBRID	SEE SPECS

SITE LEGEND

PROPERTY LINE

SHRUBS / GROUNDCOVER

LANDSCAPE CALCULATION CHART - HUTTO ISD - HUTTO ELEMENTARY SCHOOL #8

		TOTAL	REQUIRED	PROVIDED
1	LANDSCAPE AREA			
	Total Area in Limit of Construction 15% of total area must be landscaped in institutional and civic uses per 10.407.5.1.1.	784,080 SF (18 Acre) x 0.15	117,612 SF	281,433 SF
	Per 10.407.5.1.2 Tree Shrub Requirement For every 500 sf of landscaping required, or portion thereof, at least two (2) large trees and four (4) shrubs are required. Two (2) small ornamental trees may be substituted for one (1) required large tree, not to exceed 50% of the required large trees.	117,612 SF / 500 x 2	470 Large Trees	97 Large Trees
	NOTE: Two (2) small ornamentals may be substituted for one (1) large tree; not to exceed 50% of the required large trees	79 Small (Ornamental) trees / 2		54 Large Trees
			TOTAL TREES:	151 Large Trees (32% of Required)
		*** TOO MANY TREES POSE A SAFETY CONCERN		
2	BUFFERYARD	TOTAL	REQUIRED	PROVIDED
	Bufferyards shall be landscaped in accordance with the tree and shrub standards found in section 10.407.5.4. A non-residential use developed in a residential zoning district will be required to provide a low level bufferyard adjacent to residential development, as defined in Section 10.403.6.3(a). A low level bufferyard ("a") shall consist of the following: - A 10 ft. wide planting area; or a 5 ft. wide planting area plus a 6+ ft. tall masonry wall; - Two (2) native tall trees and one (1) native short tree per every fifty (50) linear feet of bufferyard. - For bufferyards where the optional 6+ ft. tall masonry wall is not provided, a continuous landscape hedge not less than 3 ft. in height is required.	*** TOO MANY TREES AND SHRUBS POSE A SAFETY CONCERN		
3	PARKING LOT LANDSCAPING	TOTAL	REQUIRED	PROVIDED
	Interior Parking Lot Landscaping Interior landscape areas must consist of at least 7% of interior space of a parking lot. Landscape islands must be a min. of 9' wide and 18' deep. One (1) landscape island every ten (10) consecutive parking spaces	121 STALLS	12 LARGE TREES	21 LARGE TREES
4	SCREENING	TOTAL	REQUIRED	PROVIDED
	Parking Lot Screening Landscape screening shall contain: -One (1) large tree per thirty (30) lf, or portion thereof, and a continuous hedge not less than 3 ft height	862 LF	29 LARGE TREES	19 LARGE TREES (65% OF REQUIRED)
	-Shall be screened from all abutting rights-of-way by a continuous landscaped area not less than 10 ft deep	*** TOO MANY TREES AND SHRUBS POSE A SAFETY CONCERN		

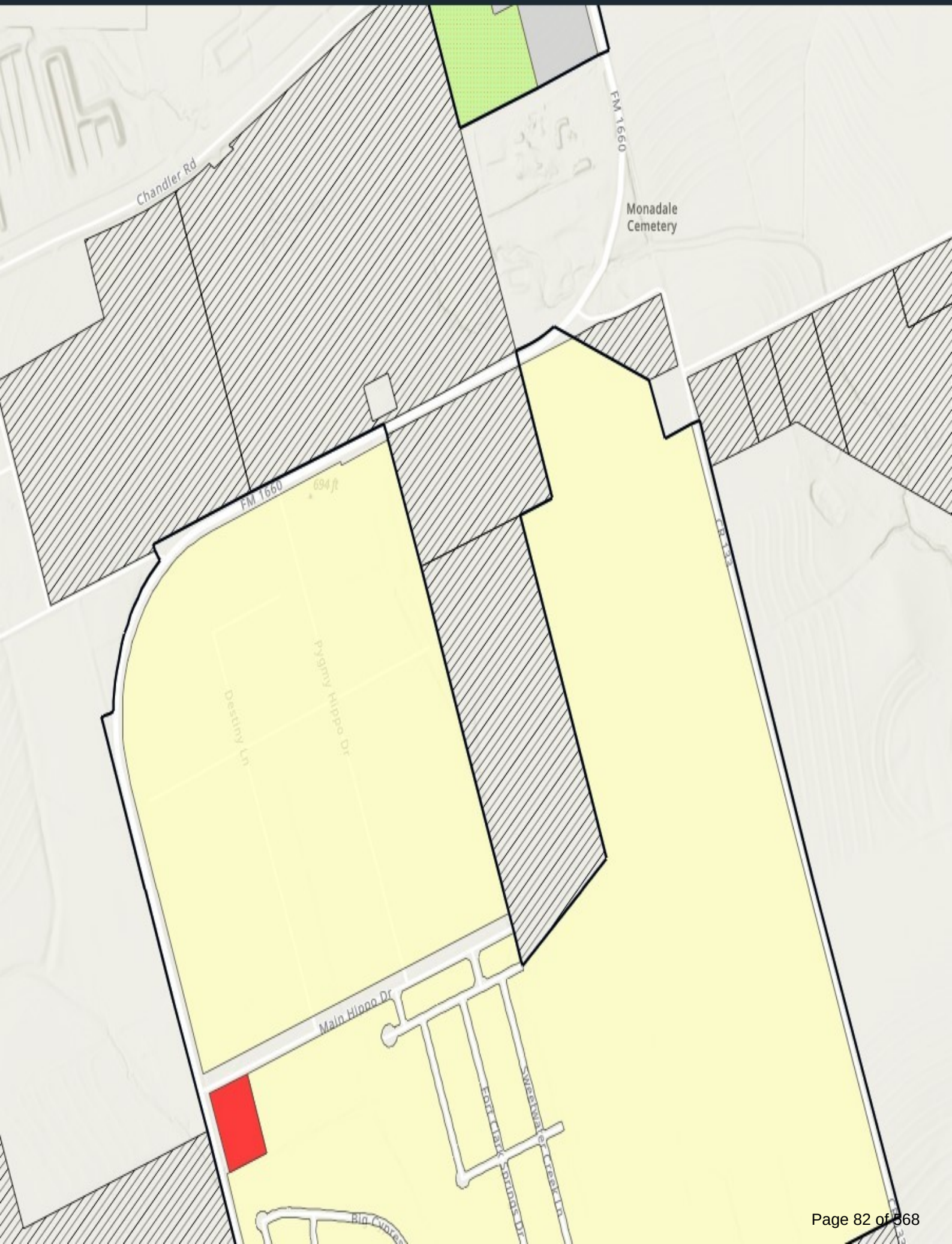
LPA

HUTTO ISD

EXHIBIT D - LANDSCAPE TREES

Elementary School #8

Hutto Official Zoning Map



RESOLUTION NO. R-2023-326

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTTO AND HUTTO INDEPENDENT SCHOOL DISTRICT FOR THE LAND AND SITE DEVELOPMENT STANDARDS AND PROCEDURES FOR THE CONSTRUCTION OF HISD EDUCATIONAL FACILITIES; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act allow local governments to contract with one another to perform governmental functions and services; and

WHEREAS, the Parties desire to contract with each other for establishing mutually acceptable land and site development standards and procedures for the construction of Hutto ISD's educational facilities; and

WHEREAS, this agreement will provide objectives, standards, and procedures to guide the future development, construction, and expansion of educational facilities of Hutto ISD; and

WHEREAS, entry into this Interlocal Agreement would be mutually beneficial and not detrimental to the Parties.

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 Interlocal 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.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the

7th day of December 2023 on vote of 6 AYES; 0 NAYS; 0 ABSTENTIONS

City of Hutto, Texas

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTTO, TEXAS AND THE HUTTO INDEPENDENT SCHOOL DISTRICT

This Interlocal Agreement ("Agreement") is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 by and between the City of Hutto, Texas (the "City"), a home rule municipality and political subdivision of the State of Texas operating under Texas law, and the Hutto Independent School District ("Hutto ISD"), a public independent school district and political subdivision of the State of Texas. The City and Hutto ISD are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Zoning Enabling Act of Texas (the "Act") authorizes building and zoning regulation by municipalities, TEX. LOC. GOV'T CODE, Chapter 211; and

WHEREAS, pursuant to the Act, the City has established zoning ordinances and regulations for land use controls and site development in the City of Hutto Unified Development Code ("HUDC"), including for the construction and location of schools; and

WHEREAS, the Act does not expressly grant powers to municipalities to regulate or restrict the location of schools; and

WHEREAS, Article VII, Section 1 of the Texas Constitution directs the Legislature to establish an efficient system of public free schools,' which the Legislature has delegated, in part, to independent school districts, TEX. EDUC. CODE §11.002; and

WHEREAS, the Legislature has delegated to the boards of trustees of independent school districts the exclusive power and duty to manage and govern the public schools in this State, which includes the necessary powers to acquire real property and the power of eminent domain to acquire property for school purposes, TEX. EDU. CODE §§11.151 (a), (b); §11.115; and

WHEREAS, a portion of the boundaries of Hutto ISD lie within the corporate limits and

R-2023-326

extraterritorial jurisdiction of the City; and

WHEREAS, the Texas Supreme Court has ruled that cities may not use zoning powers to wholly exclude school facilities from within its boundaries, which are located there by a school district, Austin Independent School District v. City of Sunset Valley, 502 S.W.2d 670 (Tex. 1973); and

WHEREAS, Hutto ISD must meet certain construction standards and occupancy deadlines due to state-mandated educational facility requirements and public fiduciary obligations regardless of whether any portion of the boundaries of Hutto ISD lie within the jurisdiction of the City; and

WHEREAS, prudent fiscal management requires Hutto ISD to utilize demographic projections to identify areas where new facilities may be needed in the future and to purchase land ahead of the time it will be needed, may become prohibitively expensive, or unavailable, which responsibility is exclusively vested in the Board of Trustees of the school district, and any impediment to this process serves to raise the cost to the taxpayers of Hutto ISD and the City; and

WHEREAS, the City and Hutto ISD desire to work collaboratively to establish mutually acceptable land and site development standards and procedures for the construction of Hutto ISD's educational facilities, which will provide clarity and reduced costs in the school permitting process while ensuring that the public health, safety and welfare are protected:

NOW THEREFORE; in consideration of the mutual covenants contained herein and pursuant to the Texas Interlocal Cooperation Act, the City and Hutto ISD, acting by and through their respective governing bodies, hereby agree that the future development, construction, and expansion of educational facilities of Hutto ISD within the regulatory jurisdiction of the City shall be conducted in accordance with objectives, standards, and procedures set forth in this Agreement.

I. GOALS/PURPOSE

The Parties agree that the following Goals and Purposes are shared governmental objectives of the Parties, each of which are sovereign local governmental entities:

1. Establish consistent land development standards for school site development with the corporate limits and extraterritorial jurisdiction of the City.

2. Establish clear review procedures and review periods for educational facilities constructed by Hutto ISD within the City's corporate limits or extraterritorial jurisdiction.

3. Provide cost-effective educational facilities as well as provide safety to the citizens and children of Hutto ISD and the City.

4. To the greatest extent possible, minimize site review fees and review periods.

5. Establish regular, effective communication and maintain a professional cooperative working relationship between Hutto ISD and the City with the goal of enhancing public education.

II. ACKNOWLEDGMENT OF THE CONSTITUTIONAL AND STATUTORY ROLES OF EACH RESPECTIVE GOVERNMENTAL ENTITY

The Parties acknowledge that the City is a home rule charter city with the powers of a municipality as permitted by the Constitution of Texas and by the laws of the state of Texas. Hutto ISD is charged with the provision of efficient public free schools as required by Section 1, Article VII of the Constitution of Texas and delegated by the Legislature of the State of Texas. Each entity has a governmental role which is separate, yet complementary in providing for the needs of the Hutto Community. The City and Hutto ISD agree to conduct business between the City and Hutto ISD through face-to-face, written or electronic, official communications, voice, or video calls, or for minor matters, such as scheduling, text messages. Both parties agree to confine public comments to the business of the respective entities they govern and to respect the constitutional and statutory roles of the respective Parties.

Accordingly, the Parties have agreed to cooperate in the following respects:

III. SITE SELECTION PROCESS

To the extent feasible, Hutto ISD and the City will identify potential future school sites as part of prudent, long-range planning. As has been a recent practice, as the City discusses development projects or accepts development applications from owners or developers of land in the immediate vicinity of an identified potential school site, the City will request that the owner or developer meet with representatives of Hutto ISD to discuss development plans with the hopes of locking in school site set-asides.

Optimally, Hutto ISD standards for school sites are as follows:

- Elementary (capacity to serve 850 students, PK-5) = 20 acres
- Middle School (capacity to serve 1,200 students, grades 6-8) = 40 acres
- High School (capacity to serve 2,400 students, grades 9-12) = 100 acres

Hutto ISD and the City will regularly communicate to discuss applicable site selection and development issues/concerns prior to Hutto ISD finalizing property acquisition. More importantly, Hutto ISD and the City should work jointly to make the site and/or expansion of a proposed educational facility operationally safe and cost effective.

The City agrees that any information disclosed to the City with respect to real estate identification or purchase as a part of this collaborative process is highly confidential and shall not be disclosed, interfered with or impeded in any manner.

IV. PREDEVELOPMENT, DEVELOPMENT AND BUILDING PERMIT PROCEDURES

(a) **Predevelopment Meeting.** Representatives of Hutto ISD and the City, including any professionals engaged by either party, or their designees, shall meet at least 45 working days prior to Hutto ISD's submittal of any school site development permit application.

Consideration should be given to various development issues, including:

1. driveway locations

2. school zone limits

3. potential deviations from the standards of development ordinances and

4. rules potential off-site improvements required and responsibilities to provide such improvements processing concurrent applications to facilitate efficient and expeditious development.

Once the City and Hutto ISD agree on development regulations applicable to a particular permit application, the development issues shall be put in written form and submitted as part of Hutto ISD's development application(s) so that Hutto ISD develops a site in accordance with the development code requirements that are required by law as related to health, safety and those that are mutually agreed to by the City and Hutto ISD at the predevelopment meeting.

Hutto ISD will provide schematic concepts/plans/renderings of a proposed site development to the City at the predevelopment meeting. These concepts will be reviewed to allow discussions on the general layout and articulation of the project to the site. It is anticipated that the City will make certain recommendations and/or provide guidance and input as to school site zoning that is residential and then under the provisions of the Specific Use Permit ("SUP") process. It is the intent of both the City and Hutto ISD to seek timely, fiscally prudent, flexible and reasonable solutions throughout the SUP process that will support and not unreasonably impede the education mission of Hutto ISD.

(b) **Platting**. Hutto ISD shall comply with the City's Short Form Subdivision Code, Hutto Unified Development Code, Chapter 6, Subdivisions, as may be amended, reasonable deviations are considered and approved by the City in writing. The City should notify Hutto ISD within 10

working days of submittal and indicate any application deficiencies. The City agrees to review all subdivision applications within 15 working days

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

A Preliminary Plat and Final Plat approval must be obtained prior to issuance of a Certificate of Occupancy by both the City and Emergency Services District #3 ("ESD#3"). However, Hutto ISD reserves the right, and the City shall not unreasonably withhold a request for a temporary Certificate of Occupancy ("TCO") in accordance with City ordinances and ESD#3 requirements from both the City and the ESD#3 where project timelines to open facilities may impact instruction and the educational mission of Hutto ISD. The TCO gives all parties the opportunity to continue to work through matters related to Final Plat and permit requirements.

(c) **Building and Site Development Permits.** Hutto ISD shall obtain a Site Development Permit and a Building Permit, as applicable, from the City prior to commencement of construction as provided by City Ordinance.

(d) **Fees.** Utility impact fees for city water and wastewater are not permissible in the law with respect to public school site development and, therefore, these are waived pursuant to City Ordinance. Other utility fees and development fees will be paid by Hutto ISD, as applicable.

(e) **Traffic Impact Analysis ("TIA").** For new school construction, in the event Hutto ISD acquires a site and such site is not part of a subdivision (existing or planned) for which a TIA has already been approved or the approved TIA does not include traffic generated by the

educational facility proposed to be located at such site, then Hutto ISD shall be required to prepare a TIA to accompany the development application for all new school site development.

The TIA will determine boundary and off-site transportation improvements needed as a result of projected traffic to be generated by all proposed facilities on a total site area under the control of Hutto ISD. If more than one school and/or if a site is to be multi-phased, all associated facilities will be reflected in the TIA. However, a phasing plan for transportation improvements may be proposed by Hutto ISD, as appropriate to reflect the phasing of facilities.

Hutto ISD, Hutto ISD's registered professional engineer and City staff will meet to determine the geographic area to be included and will include the following:

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

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

With respect to right-of-way dedication, the Hutto ISD Board of Trustees is confined by constitutional limitations on making gifts public school property. Rather, right-of-way dedication must either be sold via formal appraisal and competitive bidding and/or upon a determination that the gift serves a public purpose related to the education of public school students in Hutto ISD, which must be clearly articulated in a Board resolution to avoid the constitutional prohibitions regarding gifts of public funds. Hutto ISD will work with the City in good faith to provide the necessary justification to avoid having the City pay for right-of-way dedications.

If an existing school site is to undergo redevelopment (i.e. remodel, upgrade, expansion), then, during predevelopment discussions with the City, Hutto ISD and the City may discuss traffic mitigation and right-of-way improvements and may mutually agree to share the costs of traffic analysis – to include a TIA – if both Parties agree that such analysis would contribute to improved ingress/egress of the existing site and/or may contribute to traffic safety improvements.

If off-site improvements are identified in a TIA that due to the development of additional school facilities (regardless of whether the TIA was paid for by Hutto ISD or City), then Hutto ISD agrees it will be responsible for its proportionate and reasonable share of such improvements.

(f) **Utilities.** Hutto ISD will be responsible for extending utilities, if such extension is necessary, to serve any new educational facilities developed. Wherever and whenever possible, Hutto ISD wants to avoid reimbursement obligations by third parties. Construction funds are finite and if the Hutto ISD must bear any portion of a utility infrastructure, Hutto ISD prefers that it shall be the actual cost of Hutto ISD's portion of a utility extension if there are other end-users, developers, and/or co-developers involved.

However, where this may not be possible, and if Hutto ISD extends utilities, Hutto ISD shall be reimbursed the proportionate amount of any connections by any third parties made on

such extension of impact fee eligible lines. This will be memorialized by separate agreement with the City, associated developers and/or co-developers.

If Hutto ISD extends utilities and the City desires to oversize such utilities, then the additional construction cost shall be shared borne by the City.

(g) **Sidewalks.** Hutto ISD shall install six-foot wide concrete sidewalks along all arterial streets and five-foot wide concrete sidewalks along collector or local streets that are on-site sidewalks on Hutto ISD's property or within the right-of-way immediately abutting Hutto ISD's property and run generally parallel and adjacent to the public road frontage. The sidewalks shall be built according to City ordinances, as may be amended. Sidewalks along private road and along HISD property shall be required.

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

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

(j) **Masonry/Façade Requirements.** The City will review, through the Specific Use Permit architectural design review process to allow for flexibility on school sites.

(k) **Parking Needs.** The City will review plans for compliance with off-street parking requirements; however, the Specific Use Permit can allow for flexibility in terms of parking

requirements. The City will work with Hutto ISD to assess parking needs and the need for off-street parking.

(l) **Inspections.** The City shall provide inspections of HISD buildings permitted in the Hutto City Limits, and alternatively will accept certified third-party inspections buildings in the Hutto Extraterritorial Jurisdiction, ("ETJ") that will be submitted with the City for the building permit record file. The City will conduct inspections for all improvements to City's ROW or City's infrastructure.

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

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

(m) **Minor Revisions to Approved Development Plan Prior to or During Construction.** Hutto ISD may submit to the City minor revisions to an approved development plan prior to or during construction, which may include utility easements and unforeseen changes as may be necessary for constructability. For purposes of this section, "minor" revisions shall mean project revisions that are occasioned by unforeseen circumstances or events that were not initially contemplated in the approved development plan, but that do not materially alter the proposed

scope, size or function of the project under development. Minor revisions shall be approved by the City's Development Services Department.

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

Improvements are constructed, Hutto ISD will provide the standard two-year warranty/maintenance bond (part of construction warranty and bond requirements Hutto ISD will have in place in regards to its Construction Manager.)

V. LANDSCAPING

(a) **City Landscape Regulations.** Because Hutto ISD has specific requirements for safety and security at its educational facilities and since Hutto ISD provides adequate landscaping and tree protection for its educational facilities, the City will provide a review of plans for compliance with the City's landscape and tree ordinance pertaining to interior landscaping that will be approved and modified through the SUP process. Hutto ISD will submit for review all landscaping within the City's right-of-way and/or proposed, dedication of right-of-way that may arise due to development activities.

(b) **Landscape Guidelines.** Hutto ISD will comply with the following landscape guidelines:

- Preserve existing trees where practical, as determined by Hutto ISD;
- Plant material is hardy to the area climate and local soils;
- Plant material is to be low in water requirements;
- All planting beds and tree pits are to be mulched with shredded wood or decomposed granite to retain soil moisture and reduce weed growth;
- Do not plant shrubs at building entrances and parking areas for security reasons;
- Stake trees to prevent wind damage;
- Use plant materials and trees native or adapted to the area (Hutto ISD complies with landscaping standards based on urban forestry planning for Central Texas to include a variety of practical specimens that it will utilize);
- Plant trees a minimum of 2-1/2" caliper in size;
- Provide a watering ring around each tree pit; and
- Plant all trees in native soil amended only with compost.

(c) **Sprinkler Irrigation.** Hutto ISD will comply with the following irrigation standards:

- Irrigate play and athletic fields and high traffic areas, as determined by Hutto ISD;
- Irrigation system will be operated with an automatic controller capable of multiple programs and start times;
- Irrigation system will have a rain and freeze detection switch;
- Adjustable flow controls will be used in areas of high pressure;
- Backflow prevention as per local codes will be installed;
- Sprinkler heads will be nozzled to produce minimal overspray and runoff; and

- Turf will be sectioned separately from shrub and bed areas. Check valves will be used to prevent low head drainage.

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

(a) **Facility Lighting.** Exterior lighting of any educational facilities of Hutto ISD shall be directed away from existing residential uses and public streets to the extent reasonably practical. Any outdoor competition facilities of Hutto ISD, including, but not limited to, football, baseball or soccer stadiums that provide public seating shall be exempt from any lighting requirements set forth in the City's Codes and Ordinances. Residential uses shall include existing and any planned uses for future residential use.

(b) **Sign Permits.** A sign that will be included within a new educational facility site shall be reviewed by the City and shall require a separate sign permit to be applied for or issued to ensure signs are placed safely, particularly if the sign includes an electronic reader board, or a sign that might obstruct visual clearance. Signage on school facilities and way-finding, directional signs may be exempted.

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

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

VII. DISPUTE RESOLUTION

The Parties share a long-term commitment to work collaboratively to establish mutually acceptable land and site development standards and procedures for the construction of Hutto ISD's educational facilities to provide clarity and reduced costs in the school permitting process while ensuring that the public health, safety and welfare are protected. In order to achieve this shared objective, collaboration between the Parties is critical. Accordingly, when consensus cannot be reached on any matter within a reasonable time that may arise under this Agreement, the Parties agree to undertake the following process for dispute resolution:

a. The matter will first be referred to the Hutto City Manager and the Hutto ISD Assistant Superintendent of Operations for recommended solution. The Hutto City Manager and the Hutto ISD Assistant Superintendent of Operations shall make good faith efforts to arrive on a consensus resolution within ten (10) business days.

b. If consensus cannot be reached between the Hutto City Manager and the Hutto ISD Assistant Superintendent of Operations within ten (10) business days of the date of referral to them, the matter in dispute will be submitted by both Parties to non-binding mediation before an independent third-party mediator in Williamson County. The Parties shall mutually agree on the selection of the mediator and, if the Parties are unable to agree, then the mediator shall be selected by the most senior full-time sitting judge of the Williamson County District Court. Both Parties will

equally share the cost of mediation. Mediation shall be a condition precedent to either Party pursuing the dispute in court.

c. If mediation is unsuccessful in arriving at a consensus resolution to the matter in dispute or if the Parties fail to mediate within thirty (30) days after mediation becomes available to the parties under subsection c. above, the Parties may submit the dispute to a Texas district court of competent jurisdiction in Williamson County, Texas.

VIII. MISCELLANEOUS PROVISIONS

(a) **Changed Conditions.** If changed conditions are encountered during the term of this Agreement, the Agreement may be supplemented or amended under terms and conditions mutually agreeable to the Parties, provided that all such changes, amendments, supplements, or modifications shall be in writing and approved by each Party's respective governing body.

(b) **Governing Law.** Each Party will comply with all state and federal laws applicable to this Agreement. This Agreement is subject to all applicable present and future valid laws governing the municipal zoning and the construction of public school facilities. Nothing in this Agreement is to be construed as transferring legal responsibility from one Party to the other.

(c) **Entire Agreement.** This Agreement, including attachments, contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties. No other agreement, statement, or promise made by or to any party, or made by or to any officer, director, employee, or agent of any party, that is not contained in this Agreement shall be of any force or effect.

(d) **Effect of Partial Invalidity.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the

provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

(e) **Immunity.** Neither of the Parties waive or relinquish any immunity or defense on behalf of themselves, their trustees, officers, employees, or agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

(f) **Budgeted Funds.** The Parties to this Agreement expressly acknowledge and agree that any monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

(g) **Renewal and Extension.** The Parties to this Agreement expressly acknowledge and agree that this Agreement shall be reviewed and renewed by the Parties no less frequently than once every three (3) years; or at any other time at the request of either Party.

(h) **Open Meetings.** The meetings at which this Agreement was approved by the Parties' governing bodies were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

This Agreement is executed in counterparts, each of which shall have the full force and effect of an original Agreement, and each of which shall constitute but one and the same instrument.

IN WITNESS THEREOF, the undersigned Parties acting under the authority of their respective governing bodies have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original, all as of the day and year when fully executed and approved by both Parties, which is the date of this Agreement.

CITY OF HUTTO

By: _____
Mike Snyder, Mayor
Date: 1/18/2024

HUTTO INDEPENDENT SCHOOL DISTRICT

By: _____
Bille Logiudice, Board President
Date: _____

ATTEST:

By: _____
Angela Lewis, City Secretary
Date: 1/18/2024

By: _____
Shannon Jacobs, Board Secretary
Date: _____

R-2023-326

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

PLANNING & ZONING COMMISSION ON:	**FEBRUARY 20, 2024**
CITY COUNCIL ON:	**MARCH 7, 2024**
MEETING LOCATION:	**500 W. Live Oak Street – City Hall**
MEETING TIMES:	**7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING & ZONING COMMISSION** and the **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the Specific Use Permit requests for the property known as **Hutto Elementary School #8**, Lot 1 Block A of the Hutto Independent School District Maintenance Facility Subdivision.

The request for a Specific Use Permit is required within the Interlocal Agreement between the ISD and City of Hutto for school development. The request is to allow the following:
1) 10.307.9: Day Care: Child – to allow up to 105 children aged four (4) and under, within a space approximately 15,000 square feet in size, and intended for HISD staff children only;
2) 10.403.4.2: Bulk, Setbacks and Buffers – to exceed maximum building height as prescribed in the single-family zoning district for the school use. The maximum proposed building height will be approximately 40-ft, allowing for an elementary school building;
3) 10.406.6.2 – 10.406.6.7: Architectural Style, Language and Materials – in compliance with Texas House Bill 2436 in which cities are now prohibited from the regulation of building materials because what is provided in the national building code model, HISD is requesting relief from materials, building articulation, and design as found in the Unified Development Code while still complying with the majority of the adopted development codes;
4) 10.407.5.1.2: Landscape – to reduce required landscaping by no more than 70% of the required landscaping; and,
5) 10.407.5.2: Parking Lot and Vehicular Screening – to remove this requirement fully within the limits of construction.

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: *https://www.huttotx.gov/129/Agendas-Minutes-Archive*. 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 with a response to the proposal
2. Email your response to: **planning@huttotx.gov**

Please include case name, public hearing date, your name and address, and if you are in favor or against the proposed zoning request, including comments. For additional information or questions about the proposal, please contact the Development Services-Planning staff at (512) 759-5973 or planning@huttotx.gov.

==========

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Specific Use Permit request for the property known as **Hutto Elementary School #8**, Lot 1 Block A of the Hutto Independent School District Maintenance Facility Subdivision, to amend the development codes for the following: **1)** 10.307.9: Day Care: Child, **2)** 10.403.4.2: Bulk, Setbacks and Buffers, **3)** 10.406.6.2-010.406.6.7: Architectural Style, Language and Materials, **4)** 10.407.5.1.2: Landscape, and **5)** 10.407.5.2: Parking Lot and Vehicular Screening.

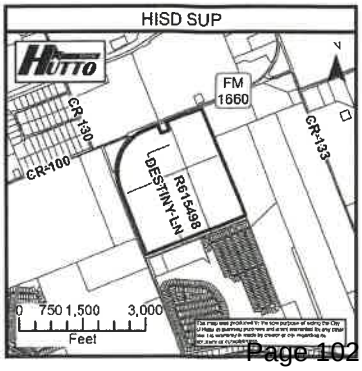
Name: RESTORE REFUERZO

Address: 105 SWEETWATER CREEK LN HUTTO TX 78634

☑ **I AM IN FAVOR**

☐ **I OBJECT** Write comments below, attach additional pages if needed.

SITE LOCATION MAP



AGENDA ITEM REPORT
11.1.

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)
Meeting:	Thursday, March 7, 2024
Department:	City Council /
Staff Contact:	James Earp, Dottie Palumbo

BACKGROUND INFORMATION:

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.

SUMMARY OF REQUEST:

Approval of the resolution

STAFF REVIEW:

AGENDA ITEM REPORT
11.1.

FISCAL NOTES:

No known fiscal impact.

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 **7th** day of **March 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
12.1.

To:	City Council
Subject:	Consideration and possible action on the recommendations for the updated utilities CIP projects resulting from the previous City Council Workshops (Matt Rector)
Meeting:	Thursday, March 7, 2024
Department:	Engineering /
Staff Contact:	Matt Rector

BACKGROUND INFORMATION:

On July 22, 2023 City Council determined the priorities for the 2024-2028 Capital Improvement Plan (CIP). This list was further refined as the budget process unfolded during the following weeks to get to an approved budget before the end of September.

After the budget approval, questions were raised about the CIP and more specifically the impacts to utility rates.

On January 4, 2024, during the City Council workshop, a recommendation was made to reduce the number of utility projects within the 5-year planning cycle to reduce the impacts to utility rates.

On January 18, 2024, during the City Council workshop, the financial implications were presented to City Council indicating the impact on the utility rates if no changes are made to the CIP and the impact if the recommended reduction in projects occurs. The City Council asked staff to re-evaluate the list of projects and to try to further reduce the number of projects to reduce impact.

Staff has further evaluated to try to reduce the number of projects. That revised list is presented as part of this item. Because the city continues to make progress on projects that are already under way, staff requests final direction from City Council on how to update the CIP and to issue the required bonds to fund the projects.

SUMMARY OF REQUEST:

Finalize any updates to the utility projects included in the approved CIP and approval to proceed with the required bond sale to fund the projects for FY 2024.

STAFF REVIEW:

FISCAL NOTES:

AGENDA ITEM REPORT
12.1.

ATTACHMENTS:

1. Approved W CIP
2. 20240104 Recommended W CIP
3. 20240215 Recommended W CIP
4. Approved WW CIP
5. 20240104 Recommended WW CIP
6. 20240215 Recommended WW CIP
7. Revised Water WW Projects Funding

Type	Project Number	Request Title	Project Total	Prior Budgets	FY2024	FY2025	FY2026	FY2027	FY2028
Water	W01-2023	W01-2023 Shiloh and Noack Pump Station Improvements	$9,371,100.00	$617,380.00	$8,753,720.00				
	W02-2023	W02-2023 Frameswitch 3.0 MG GST #2	$20,093,769.00	$10,123,154.00	$9,970,615.00				
	W03-2023	W03-2023 Northwest transmission water main	$6,214,600.00	$414,543.00	$3,733,600.00	$2,066,457.00			
	W04-2023	W04-2023 Megasite Water Lines	$10,717,000.00	$687,490.00	$10,029,510.00				
	W05-2023	W05-2023 Emergency Interconnection	$8,653,840.00	$0.00			$8,653,840.00		
	W06-2023	W06-2023 FM 1660 16" and 20" Waterline - Developer Participation	$1,313,100.00	$0.00	$1,313,100.00				
	W07-2023	W07-2023 New Elevated Storage Tank (EST)	$14,602,060.00	$60,560.00	$1,021,500.00	$12,795,000.00	$725,000.00		
	W09-2026	W09-2026 CR 132 12" & 30" Waterline (801 PP) - Phase II	$5,964,500.00				$715,000.00	$3,500,000.00	$1,749,500.00
	W10-2023	W10-2023 Water Master Plan	$150,000.00	$150,000.00	$0.00				
	W11-2023	W11-2023 Transmission Line	$2,139,945.00	$0.00	$2,139,945.00				
	W12-2023	W12-2023 Water Distribution Lines	$2,022,366.00	$0.00	$2,022,400.00	$0.00			
	W13-2025	W13-2025 CR 132 24" and 30" Water Line	$20,115,040.00	$0.00		$5,385,380.00	$14,729,660.00		
	W14-2025	W14-2025 Megasite Waterlines Ph 2	$16,900,840.00	$0.00			$3,227,180.00	$13,673,660.00	
	W15-2026	W15-2026 FM 1660 S Waterlines	$14,295,490.00	$0.00			$3,785,650.00	$10,509,840.00	
	W16-2024	W16-2024 Smart Ball testing, Pressure testing, and iron removal Shiloh to Frameswitch	$1,000,000.00	$0.00	$1,000,000.00				
	W17-2026	W17-2026 Highway 79 Western Water Line Crossing	$2,245,760.00	$0.00			$574,090.00	$1,671,670.00	
	W18-2024	W18-2024 Downtown Elevated Tank Rehabilitation	$1,300,000.00	$0.00	$1,300,000.00				
	W19-2025	W19-2025 Carl Stern Water Line Replacement	$15,363,040.00	$0.00			$4,543,880.00	$10,819,160.00	
	W20-2025	W20-2025 Frameswitch GST #3	$9,367,710.00	$0.00		$1,788,710.00	$7,579,000.00		
	W21-2025	W21-2025 County Road 132 Water Line North	$5,147,010.00	$0.00		$1,471,250.00	$3,675,760.00		
	W22-2026	W22-2026 New Carl Stern EST	$12,814,230.00	$0.00		$2,073,500.00	$373,230.00	$10,367,500.00	
	W23-2026	W23-2026 Limmer Loop EST	$13,697,970.00	$0.00			$2,615,470.00	$11,082,500.00	
	W24-2027	W24-2027 Water Reclamation Expansion	$250,000.00	$0.00				$250,000.00	
	W25-2027	W25-2027 801 PP Northern Water lines	$13,758,140.00					$4,404,290.00	$5,868,720.00
	W26-2027	W26-2027 890 PP Eastern Water Line	$1,997,710.00					$610,940.00	$754,890.00
Total Water			**$209,495,220.00**	**$12,053,127.00**	**$41,284,390.00**	**$25,580,297.00**	**$51,197,760.00**	**$66,889,560.00**	**$8,373,110.00**
Total Project Types			**$209,495,220.00**	**$12,053,127.00**	**$41,284,390.00**	**$25,580,297.00**	**$51,197,760.00**	**$66,889,560.00**	**$8,373,110.00**

Type	Project Number	Request Title	Project Total	Prior Budgets	FY2024	FY2025	FY2026	FY2027	FY2028
Water	W01-2023	W01-2023 Shiloh and Noack Pump Station Improvements	$9,371,100.00	$617,380.00	$8,753,720.00				
	W02-2023	W02-2023 Frameswitch 3.0 MG GST #2	$20,093,769.00	$10,123,154.00	$9,970,615.00				
	W03-2023	W03-2023 Northwest transmission water main	$6,214,600.00	$414,543.00	$3,733,600.00	$2,066,457.00			
	W04-2023	W04-2023 Megasite Water Lines	$10,717,000.00	$687,490.00	$10,029,510.00				
	W06-2023	W06-2023 FM 1660 16" and 20" Waterline - Developer Participation	$1,313,100.00	$0.00	$1,313,100.00				
	W07-2023	W07-2023 New Elevated Storage Tank (EST)	$14,602,060.00	$60,560.00	$1,021,500.00	$12,795,000.00	$725,000.00		
	W10-2023	W10-2023 Water Master Plan	$150,000.00	$150,000.00	$0.00				
	W11-2023	W11-2023 Transmission Line	$2,139,945.00	$0.00	$2,139,945.00				
	W12-2023	W12-2023 Water Distribution Lines	$2,022,366.00	$0.00	$2,022,400.00				
	W13-2025	W13-2025 CR 132 24" and 30" Water Line	$20,115,040.00	$0.00		$5,385,380.00	$14,729,660.00		
	W15-2026	W15-2026 FM 1660 S Waterlines	$14,295,490.00	$0.00			$3,785,650.00	$10,509,840.00	
	W16-2024	W16-2024 Smart Ball testing, Pressure testing, and iron removal Shiloh to Frameswitch	$1,000,000.00	$0.00	$1,000,000.00				
	W17-2026	W17-2026 Highway 79 Western Water Line Crossing	$2,245,760.00	$0.00					
	W18-2024	W18-2024 Downtown Elevated Tank Rehabilitation	$1,300,000.00	$0.00	$1,300,000.00				
	W19-2025	W19-2025 Carl Stern Water Line Replacement	$15,363,040.00	$0.00					
	W20-2025	W20-2025 Frameswitch GST #3	$9,367,710.00	$0.00					
	W21-2025	W21-2025 County Road 132 Water Line North	$5,147,010.00	$0.00					
	W22-2026	W22-2026 New Carl Stern EST	$12,814,230.00	$0.00					
	W23-2026	W23-2026 Limmer Loop EST	$13,697,970.00	$0.00					
	W24-2027	W24-2027 Water Reclamation Expansion	$250,000.00	$0.00					
	W25-2027	W25-2027 801 PP Northern Water lines	$13,758,140.00						
	W26-2027	W26-2027 890 PP Eastern Water Line	$1,997,710.00						
Total Water			**$177,976,040.00**	**$12,053,127.00**	**$41,284,390.00**	**$20,246,837.00**	**$19,240,310.00**	**$10,509,840.00**	**$0.00**
Total Project Types			**$177,976,040.00**	**$12,053,127.00**	**$41,284,390.00**	**$20,246,837.00**	**$19,240,310.00**	**$10,509,840.00**	**$0.00**

Type	Project Number	Request Title	Project Total	Prior Budgets	FY2024	FY2025	FY2026	FY2027	FY2028
TIRZ 3	W02-2023	W02-2023 Frameswitch 3.0 MG GST #2	$ 20,093,769.00	$ 10,123,154.00	$ 9,970,615.00	$ -	$ -	$ -	$ -
TIRZ 3	W04-2023	W04-2023 Megasite Water Lines	$ 10,717,000.00	$ 687,490.00	$ 10,029,510.00	$ -	$ -	$ -	$ -
TIRZ 3	W07-2023	W07-2023 New Elevated Storage Tank (EST)	$ 14,602,060.00	$ 60,560.00	$ 1,021,500.00	$ 12,795,000.00	$ 725,000.00	$ -	$ -
TIRZ 3	W12-2023	W12-2023 Water Distribution Lines	$ 2,022,400.00	$ -	$ 2,022,400.00	$ -	$ -	$ -	$ -
TIRZ 3	W13-2025	W13-2025 CR 132 24" and 30" Water Line	$ 20,115,100.00	$ -	$ -	$ 5,385,400.00	$ 14,729,700.00	$ -	$ -
In house	W03-2023	W03-2023 Northwest transmission water main	$ 6,214,600.00	$ 414,543.00	$ 3,733,600.00	$ 2,066,457.00	$ -	$ -	$ -
Spec., Dev., IF	W06-2023	W06-2023 FM 1660 16" and 20" Waterline - Developer Participation	$ 1,313,100.00	$ -	$ 1,313,100.00	$ -	$ -	$ -	$ -
Spec., Dev., IF	W15-2026	W15-2026 FM 1660 S Waterlines	$ 14,295,600.00	$ -	$ -	$ -	$ 3,785,700.00	$ 10,509,900.00	$ -
User Fee	W01-2023	W01-2023 Shiloh and Noack Pump Station Improvements	$ 9,371,100.00	$ 617,380.00	$ 8,753,720.00	$ -	$ -	$ -	$ -
User Fee	W10-2023	W10-2023 Water Master Plan	$ 150,000.00	$ 150,000.00	$ -	$ -	$ -	$ -	$ -
User Fee	W11-2023	W11-2023 Transmission Line	$ 2,139,945.00	$ -	$ 2,139,945.00	$ -	$ -	$ -	$ -
User Fee	W16-2024	W16-2024 Smart Ball testing, Pressure testing, and iron removal Shiloh to Frameswitch	$ 1,000,000.00	$ -	$ 1,000,000.00	$ -	$ -	$ -	$ -
User Fee	W17-2026	W17-2026 Highway 79 Western Water Line Crossing	$ 2,245,760.00	$ -	$ -	$ -	$ -	$ -	$ -
User Fee	W18-2024	W18-2024 Downtown Elevated Tank Rehabilitation	$ 1,300,000.00	$ -	$ 1,300,000.00	$ -	$ -	$ -	$ -
User Fee	W19-2025	W19-2025 Carl Stern Water Line Replacement	$ 15,363,040.00	$ -	$ -	$ -	$ -	$ -	$ -
User Fee	W20-2025	W20-2025 Frameswitch GST #3	$ 9,367,710.00	$ -	$ -	$ -	$ -	$ -	$ -
User Fee	W21-2025	W21-2025 County Road 132 Water Line North	$ 5,147,010.00	$ -	$ -	$ -	$ -	$ -	$ -
User Fee	W22-2026	W22-2026 New Carl Stern EST	$ 12,814,230.00	$ -	$ -	$ -	$ -	$ -	$ -
User Fee	W23-2026	W23-2026 Limmer Loop EST	$ 13,697,970.00	$ -	$ -	$ -	$ -	$ -	$ -
User Fee	W24-2027	W24-2027 Water Reclamation Expansion	$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ -
User Fee	W25-2027	W25-2027 801 PP Northern Water lines	$ 13,758,140.00	$ -	$ -	$ -	$ -	$ -	$ -
User Fee	W26-2027	W26-2027 890 PP Eastern Water Line	$ 1,997,710.00	$ -	$ -	$ -	$ -	$ -	$ -
Total Project Types			**$177,976,244.00**	**$12,053,127.00**	**$41,284,390.00**	**$20,246,857.00**	**$19,240,400.00**	**$10,509,900.00**	**$0.00**
TIRZ 3			$67,550,329.00	$10,871,204.00	$23,044,025.00	$18,180,400.00	$15,454,700.00	$0.00	$0.00
In house			$6,214,600.00	$414,543.00	$3,733,600.00	$2,066,457.00	$0.00	$0.00	$0.00
Spec., Dev., IF			$15,608,700.00	$0.00	$1,313,100.00	$0.00	$3,785,700.00	$10,509,900.00	$0.00
User Fee			$88,602,615.00	$767,380.00	$13,193,665.00	$0.00	$0.00	$0.00	$0.00

Type	Project Number	Request Title	Project Total	Prior Budgets	FY2024	FY2025	FY2026	FY2027	FY2028
Wastewater	WW01-2023	WW01-2023 Glenwood Lift Station	$18,373,456.00	$159,456.00	$466,700.00	$13,547,300.00			
	WW02-2023	WW02-2023 South WWTP Capacity Rerate Study from 2.0 MGD to 2.3 MGD	$47,472.00	$47,472.00	$0.00				
	WW03-2023	WW03-2023 South WWTP UV System Upgrade	$776,079.00	$163,665.00	$612,414.00				
	WW04-2023	WW04-2023 South WWTP Expansion from 2.3 to 6 MGD, PER, 30% Design	$1,287,500.00	$1,287,500.00	$0.00				
	WW05-2023	WW05-2023 South WWTP Final Design and Bidding for Expansion to 6 MGD	$17,805,349.00	$3,799,600.00	$4,902,900.00	$4,910,000.00			
	WW06-2023	WW06-2023 South WWTP Construction of 6 MGD Expansion	$181,175,100.00		$51,175,100.00	$130,000,000.00			
	WW07-2023	WW07-2023 Megasite Wastewater Lines	$16,215,530.00	$990,130.00	$3,687,700.00	$11,537,700.00			
	WW08-2023	WW08-2023 Megasite Wastewater Phase 2	$3,909,400.00				$1,409,100.00	$2,500,300.00	
	WW09-2023	WW09-2023 Brushy Creek Interceptor Phase III - Developer Participation	$3,000,000.00		$3,000,000.00				
	WW10-2023	WW10-2023 SE Loop Wastewater Interceptor	$54,651,428.40	$182,357.00	$5,198,000.00	$49,271,143.00			
	WW11-2025	WW11-2025 Brushy Creek Interceptor Ph IV	$36,956,700.00			$10,523,700.00	$26,433,000.00		
	WW12-2025	WW12-2025 Lakeside MUD Force Main and Lift Station - Possible Developer Participation	$7,894,700.00			$2,026,200.00	$5,868,500.00		
	WW13-2025	WW13-2025 Avery Lake Interceptor Ph 1 - Possible Developer Participation	$12,147,300.00			$4,074,400.00	$5,381,900.00	$2,691,000.00	
	WW14-2024	WW14-2024 SE Loop Forcemain Relocation	$175,680.00		$175,680.00				
	WW15-2025	WW15-2025 Ironwood Wastewater Lines - Possible Developer Participation	$2,526,700.00			$2,526,700.00			
	WW16-2025	WW16-2025 Central WWTP Expansion Ph 1	$25,527,900.00			$682,400.00	$7,000,000.00	$11,900,000.00	$5,945,500.00
	WW17-2025	WW17-2025 Mustang Creek LS Upgrade - Possible Developer Participation	$266,200.00			$266,200.00			
	WW18-2025	WW18-2025 Kirk Tract Line - Possible Developer Participation	$2,213,200.00			$855,800.00	$1,357,400.00		
	WW19-2025	WW19-2025 Meadowbrook Line - Possible Developer Participation	$1,885,400.00			$734,800.00	$1,150,600.00		
	WW20-2026	WW20-2026 Brooklands LS Relief	$1,003,200.00				$684,200.00	$319,000.00	
	WW21-2026	WW21-2026 Farley LS Relief	$3,355,000.00				$1,320,000.00	$2,035,000.00	
	WW22-2026	WW22-2026 Brushy Creek Interceptor Ph V	$1,710,500.00				$644,600.00	$1,065,900.00	
	WW23-2026	WW23-2026 Avery Lake Interceptor Ph 2 - Possible Developer Participation	$8,188,400.00				$3,174,600.00	$5,013,800.00	
	WW24-2026	WW24-2026 Southfork Mustang Creek Interceptor	$7,653,800.00				$2,957,900.00	$4,695,900.00	
	WW25-2026	WW25-2026 SH 130 15" and 18" Wastewater Line - Possible Developer Participation	$4,518,800.00				$1,525,700.00	$2,993,100.00	
	WW26-2026	WW26-2026 Cottonwood Creek Interceptor Ph 1	$17,113,800.00				$4,804,067.40	$3,209,157.60	$9,100,575.00
	WW27-2026	WW27-2026 The Landing Interceptor - Possible Developer Participation	$2,583,900.00				$1,040,600.00	$1,543,300.00	
Total Wastewater			**$432,962,494.40**	**$6,630,180.00**	**$69,218,494.00**	**$230,956,343.00**	**$64,752,167.40**	**$37,966,457.60**	**$15,046,075.00**
Total Project Types			**$432,962,494.40**	**$6,630,180.00**	**$69,218,494.00**	**$230,956,343.00**	**$64,752,167.40**	**$37,966,457.60**	**$15,046,075.00**

Type	Project Number	Request Title	Project Total	Prior Budgets	FY2024	FY2025	FY2026	FY2027	FY2028
Wastewater	WW01-2023	WW01-2023 Glenwood Lift Station	$18,373,456.00	$159,456.00	$4,666,700.00	$13,547,300.00			
	WW02-2023	WW02-2023 South WWTP Capacity Rerate Study from 2.0 MGD to 2.3 MGD	$47,472.00	$47,472.00	$0.00				
	WW03-2023	WW03-2023 South WWTP UV System Upgrade	$776,079.00	$163,665.00	$612,414.00				
	WW04-2023	WW04-2023 South WWTP Expansion from 2.3 to 6 MGD, PER, 30% Design	$1,287,500.00	$1,287,500.00	$0.00				
	WW05-2023	WW05-2023 South WWTP Final Design and Bidding for Expansion to 6 MGD	$17,805,349.00	$3,799,600.00	$4,902,900.00	$4,910,000.00			
	WW06-2023	WW06-2023 South WWTP Construction of 6 MGD Expansion	$181,175,100.00		$51,175,100.00	$130,000,000.00			
	WW07-2023	WW07-2023 Megasite Wastewater Lines	$16,215,530.00	$990,130.00	$3,687,700.00	$11,537,700.00			
	WW09-2023	WW09-2023 Brushy Creek Interceptor Phase III - Developer Participation	$3,000,000.00		$3,000,000.00				
	WW10-2023	WW10-2023 SE Loop Wastewater Interceptor	$54,651,500.00	$182,357.00	$5,198,000.00	$49,271,143.00			
	WW11-2025	WW11-2025 Brushy Creek Interceptor Ph IV	$36,956,700.00			$10,523,700.00	$26,433,000.00		
	WW13-2025	WW13-2025 Avery Lake Interceptor Ph 1 - Possible Developer Participation	$12,147,301.10			$4,074,400.00	$5,381,933.70	$2,690,967.40	
	WW16-2025	WW16-2025 Central WWTP Expansion Ph 1	$25,527,900.00			$682,400.00	$7,000,000.00	$11,900,000.00	$5,945,500.00
	WW20-2026	WW20-2026 Brooklands LS Relief	$1,003,200.00				$684,200.00	$319,000.00	
	WW21-2026	WW21-2026 Farley LS Relief	$3,355,000.00						$1,320,000.00
	WW22-2026	WW22-2026 Brushy Creek Interceptor Ph V	$1,710,500.00						
	WW23-2026	WW23-2026 Avery Lake Interceptor Ph 2 - Possible Developer Participation	$8,188,400.00						$3,174,600.00
Total Wastewater			**$382,220,987.10**	**$6,630,180.00**	**$73,242,814.00**	**$224,546,643.00**	**$39,499,133.70**	**$14,909,967.40**	**$10,440,100.00**
Total Project Types			**$382,220,987.10**	**$6,630,180.00**	**$73,242,814.00**	**$224,546,643.00**	**$39,499,133.70**	**$14,909,967.40**	**$10,440,100.00**

Type	Project Number	Request Title	Project Total	Prior Budgets	FY2024	FY2025	FY2026	FY2027	FY2028
TIRZ 3	WW01-2023	WW01-2023 Glenwood Lift Station	$ 18,373,456.00	$ 159,456.00	$ 4,666,700.00	$ 13,547,300.00	$ -	$ -	$ -
TIRZ 3	WW07-2023	WW07-2023 Megasite Wastewater Lines	$ 16,215,530.00	$ 990,130.00	$ 3,687,700.00	$ 11,537,700.00	$ -	$ -	$ -
TIRZ 3	WW10-2023	WW10-2023 SE Loop Wastewater Interceptor	$ 54,651,500.00	$ 182,357.00	$ 5,198,000.00	$ 49,271,143.00	$ -	$ -	$ -
In House	WW20-2026	WW20-2026 Brooklands LS Relief	$ 1,003,200.00	$ -	$ -	$ -	$ 684,200.00	$ 319,000.00	$ -
In House	WW21-2026	WW21-2026 Farley LS Relief	$ 3,355,000.00	$ -	$ -	$ -	$ -	$ -	$ 1,320,000.00
In House	WW22-2026	WW22-2026 Brushy Creek Interceptor Ph V	$ 1,710,500.00	$ -	$ -	$ -	$ -	$ -	$ -
Spec., Dev., IF	WW09-2023	WW09-2023 Brushy Creek Interceptor Phase III - Developer Participation	$ 5,761,396.00	$ -	$ 3,000,000.00	$ -	$ -	$ -	$ -
Spec., Dev., IF	WW13-2025	WW13-2025 Avery Lake Interceptor Ph 1 - Possible Developer Participation	$ 12,147,300.00	$ -	$ -	$ 4,074,400.00	$ 5,381,900.00	$ 2,691,000.00	$ -
Spec., Dev., IF	WW23-2026	WW23-2026 Avery Lake Interceptor Ph 2 - Possible Developer Participation	$ 8,188,400.00	$ -	$ -	$ -	$ -	$ -	$ 3,174,600.00
User Fees	WW02-2023	WW02-2023 South WWTP Capacity Rerate Study from 2.0 MGD to 2.3 MGD	$ 47,472.00	$ 47,472.00	$ -	$ -	$ -	$ -	$ -
User Fees	WW03-2023	WW03-2023 South WWTP UV System Upgrade	$ 776,079.00	$ 163,665.00	$ 612,414.00	$ -	$ -	$ -	$ -
User Fees	WW04-2023	WW04-2023 South WWTP Expansion from 2.3 to 6 MGD, PER, 30% Design	$ 1,287,500.00	$ 1,287,500.00	$ -	$ -	$ -	$ -	$ -
User Fees	WW05-2023	WW05-2023 South WWTP Final Design and Bidding for Expansion to 6 MGD	$ 17,805,349.00	$ 3,799,600.00	$ 4,902,900.00	$ 4,910,000.00	$ -	$ -	$ -
User Fees	WW06-2023	WW06-2023 South WWTP Construction of 6 MGD Expansion	$ 180,000,000.00	$ -	$ 51,175,100.00	$ 130,000,000.00	$ -	$ -	$ -
User Fees	WW11-2025	WW11-2025 Brushy Creek Interceptor Ph IV	$ 36,956,700.00	$ -	$ -	$ 10,523,700.00	$ 26,433,000.00	$ -	$ -
User Fees	WW16-2025	WW16-2025 Central WWTP Expansion Ph 1	$ 25,518,901.10	$ -	$ -	$ 682,400.00	$ 7,000,000.00	$ 11,900,000.00	$ 5,945,500.00
Total Project Types			**$383,798,283.10**	**$6,630,180.00**	**$73,242,814.00**	**$224,546,643.00**	**$39,499,100.00**	**$14,910,000.00**	**$10,440,100.00**
TIRZ 3			$89,240,486.00	$1,331,943.00	$13,552,400.00	$74,356,143.00	$0.00	$0.00	$0.00
In House			$6,068,700.00	$0.00	$0.00	$0.00	$684,200.00	$319,000.00	$1,320,000.00
Spec., Dev., IF			$26,097,096.00	$0.00	$3,000,000.00	$4,074,400.00	$5,381,900.00	$2,691,000.00	$3,174,600.00
User Fees			$262,392,001.10	$5,298,237.00	$56,690,414.00	$146,116,100.00	$33,433,000.00	$11,900,000.00	$5,945,500.00

REVISED CIP WATER & WASTEWATER PROJECTS

	Actual				Staff Projections				
	2020	2021	2022	2023	2024	2025	2026	2027	2028
Projected Water LUE's Annual Growth Rate	6.8%	8.5%	11.4%	8.8%	*9.0%*	*9.0%*	*18.8%*	*18.8%*	*15.0%*
Water LUE's ***(as of February)***	**5,729**	**6,216**	**6,923**	**7,534**	*8,212*	*8,951*	*10,634*	*12,633*	*14,528*
Projected WW LUE's Annual Growth Rate	7.0%	7.7%	10.2%	17.8%	*9.0%*	*9.0%*	*18.8%*	*18.8%*	*15.0%*
Wastewater LUE's ***(as of February)***	**8,999**	**9,688**	**10,677**	**12,577**	*13,709*	*14,943*	*17,752*	*21,089*	*24,253*

REVISED CIP WATER & WASTEWATER PROJECTS ***as of 02/15/2024***	2024	2025	2026	2027	2028
Water Projects	$ 41,284,390	$ 20,246,857	$ 19,240,400	$ 10,509,900	$ -
Wastewater Projects	73,242,814	224,546,643	39,499,100	14,910,000	10,440,100
Total Water & Wastewater Projects	$ 114,527,204	$ 244,793,500	$ 58,739,500	$ 25,419,900	$ 10,440,100
Amount of Unfunded Projects					
Water Projects	$ 6,756,000	$ 14,861,500	$ 725,000	$ -	$ -
Wastewater Projects	55,675,100	210,472,200	33,433,000	11,900,000	5,945,500
Total Unfunded Water & Wastewater Projects	**$ 62,431,100**	**$ 225,333,700**	**$ 34,158,000**	**$ 11,900,000**	**$ 5,945,500**
Project #WW10 SE Loop WW Interceptor funds due from the County		$ (10,000,000)			
Revised Total Unfunded Water & Wastewater Projects		**215,333,700**			

ESTIMATED ANNUAL DEBT COST	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28
Series 2024 Issue ($277.0)	$ 19,252,885	$ 19,252,885	$ 19,252,885	$ 19,252,885	$ 19,252,885
Series 2026 Issue ($52.0)		3,614,260	3,614,260	3,614,260	3,614,260
Summary of New Debt	$ 19,252,885	$ 22,867,145	$ 22,867,145	$ 22,867,145	$ 22,867,145
Existing Debt	10,604,400	10,604,400	10,929,000	10,924,900	10,929,100
Total Estimated Annual Debt Cost	**$ 29,857,285**	**$ 33,471,545**	**$ 33,796,145**	**$ 33,792,045**	**$ 33,796,245**

FUNDS AVAILABLE

Utility Impact Fee Fund	**Option A**				
Beginning Fund Balance	$ 27,291,990	$ 6,578,817	$ (16,925,488)	$ (28,025,885)	$ (34,859,206)
Projected Addition to Fund Balance	9,144,112	$ 9,967,240	$ 22,695,748	$ 26,958,724	$ 25,557,872
Annual Utility Debt Pmts *(Principal & Interest)*	(29,857,285)	(33,471,545)	(33,796,145)	(33,792,045)	(33,796,245)
Ending Fund Balance	$ 6,578,817	$ (16,925,488)	$ (28,025,885)	$ (34,859,206)	$ (43,097,579)
Funds from Utility Fund Operations	$ 1,448,944	$ 1,579,349	$ 3,596,002	$ 4,272,051	$ 4,049,359
Net Excess (Deficit)	**$ 8,027,761**	**$ (15,346,139)**	**$ (24,429,883)**	**$ (30,587,155)**	**$ (39,048,220)**

Utility Impact Fee Fund	**Option B**				
Beginning Fund Balance	$ 27,291,990	$ 26,431,402	$ 15,226,842	$ 9,520,090	$ 3,884,614
Projected Addition to Fund Balance	9,144,112	$ 9,967,240	$ 22,695,748	$ 26,958,724	$ 25,557,872
Annual Utility Debt Pmts *(Principal Only)*	(5,691,600)	(17,097,400)	(19,234,900)	(19,393,300)	(19,550,400)
Transfer for Capital Impr Projects	(4,313,100)	(4,074,400)	(9,167,600)	(13,200,900)	(3,174,600)
Ending Fund Balance	$ 26,431,402	$ 15,226,842	$ 9,520,090	$ 3,884,614	$ 6,717,486
Rate Increase of $10.00 Water & Wastewater Flat Fee					
Funds from Utility Fund Operations w/Rate Increase	$ 546,700	$ 1,798,700	$ 213,200	$ 3,502,000	$ 7,368,100
Net Excess (Deficit)	**$ 26,978,102**	**$ 17,025,542**	**$ 9,733,290**	**$ 7,386,614**	**$ 14,085,586**

AGENDA ITEM REPORT
12.2.

To:	City Council
Subject:	Consideration and possible action dispensing with the second reading of Ordinance No. O-2024-012, ordering a Special Election on Proposed Amendments to the Home Rule City Charter of the City of Hutto to be held on Saturday, May 4, 2024 (Legal)
Meeting:	Thursday, March 7, 2024
Department:	Legal /
Staff Contact:	

BACKGROUND INFORMATION:

The Texas Election Code required the ordering of the Special Election on Proposed Amendments to the Hutto City Charter by February 18, 2024. Seventy- eight days before the May 4, 2024, municipal election. The Hutto City Charter Article 3, Section 3.13 requires that all other ordinances shall not be finally passed until they have been read on two separate days not less than twelve (12) hours apart; provided, however, if an ordinance has been introduced at a regular meeting of the City Council, the requirements for reading on two separate days may be dispensed with by affirmative vote of all the Members of the City Council present.

SUMMARY OF REQUEST:

Move that the second reading of Ordinance No. O-2024-012, ordering the Special Election on Proposed Amendments to the Home Rule City Charter of the City of Hutto be dispensed with.

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. ORD 2024-012

ORDINANCE NO. O-2024-012

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, ORDERING A SPECIAL ELECTION ON PROPOSED AMENDMENTS TO THE HOME RULE CITY CHARTER OF THE CITY OF HUTTO TO BE HELD ON SATURDAY, MAY 4, 2024; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; PROPOSING AMENDMENTS TO THE HOME RULE CITY CHARTER OF THE CITY OF HUTTO; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS; AND PROVIDING FOR OTHER MATTERS RELATED TO SUCH ELECTION.

WHEREAS, the City Council appointed a Charter Review Committee to review the City Charter for the purpose of making recommendations to the City Council for appropriate amendments to cause the Charter to be approved by the voters at a Special Election called for such purpose on **Saturday, May 4, 2024;** and

WHEREAS, the Charter Commission completed its review and provided a report of recommendations to the City Council for appropriate amendments to the City Charter; and

WHEREAS, the City Council after due consideration desires to conduct a Special Election on proposed amendments to the Charter on the uniform election date of **Saturday, May 4, 2024.**

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

SECTION 1 CHARTER AMENDMENT ELECTION CALLED

The City of Hutto City Council does hereby, on its own motion, order a Special Election to submit to the voters of the City of Hutto proposed amendments to the City Charter. The proposed amendments to the City Charter are set forth in **Exhibit "A"** attached to this ordinance and incorporated herein for all purposes and are hereby approved by the City Council for submission to the voters. The election shall be conducted according to the laws of the State of Texas, and shall be held on **Saturday, May 4, 2024,** from 7:00 a.m. to 7:00 p.m.

SECTION 2 ELECTION DAY

Election Officers. The City Council hereby appoints the Williamson County Elections Administrator and the Hutto City Secretary as the Election Day Officers for the City of Hutto.

Election Date. This Special Election for Charter Amendments shall be held jointly, with participating Williamson County political entities/subdivisions, on **Saturday, May 4, 2024.**

Precincts and Polling Places. The City hereby accepts the election precincts and polling places designated by the Williamson County Elections Administrator, and approved by the Williamson County Commissions Court, for such election day voting.

Election Judges. The Williamson County Elections Administrator will conduct said election for the City pursuant to the terms of an approved Election Services Contract. The City Council hereby appoints, for the term of such election, the presiding election judge(s) and alternate election judge(s) as being those designated by the Williamson County Elections Administrator and approved by the Williamson County Commissioners Court.

The Williamson County Elections Administrator is hereby authorized to appoint the number of election clerks necessary to assist in the proper conduct of the election. The appointment of such clerks shall include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on the day of the election.

SECTION 3 EARLY VOTING

Early Voting Clerk. The City Council hereby appoints the Williamson County Elections Administrator as the Early Voting Clerk for the City of Hutto. The Williamson County Elections Administrator shall appoint the presiding judge(s) for each of said Early Voting and Temporary polling places and is hereby further authorized to appoint additional election clerks (not less than two and not more than six) to assist in conducting said election.

Times for Early Voting. During the period in which early voting is required or permitted by law, that being **Monday, April 22, 2024 through Tuesday, April 30, 2024,** the dates and times designated for early voting by personal appearance shall be designated by the Williamson County Elections Administrator.

Places for Early Voting. Early voting shall be conducted by personal appearance at the early voting polling places designated by the Williamson County Elections Administrator and approved by the Williamson County Commissioners Court.

After the Williamson County Elections Administrator finalizes contracts with all of the potential political entities/subdivisions wanting to participate in the **Saturday, May 4, 2024,** election a Notice of Election will be posted in Spanish and English by the City Secretary.

Listing the approved early voting locations, dates, and times on the bulletin board used for posting notices of City Council meetings, and same shall be posted not later than the twenty-first (21st) day before the date of the election and shall remain posted through Election Day.

Applications for Ballots by Mail: Applications for ballots by mail must be received, in the office of the Williamson County Elections Administrator, **not later than 5:00 p.m. on**

Tuesday, April 23, 2024. The Early Voting Clerk's mailing address to which ballot applications and ballots to be voted by mail may be sent is as follows:

Williamson County Elections Administrator
Post Office Box 209
Georgetown, Texas 78626-0209

SECTION 4 EARLY VOTING BALLOTBOARD

An Early Voting Ballot Board is hereby created to process early voting results, and the City hereby appoints the presiding judge of the Early Voting Ballot Board as appointed by the Williamson County Elections Administrator. Such presiding judge shall appoint not less than two (2) other qualified members to serve on such Board.

SECTION 5 CUSTODIAN OF ELECTION RECORDS

Pursuant to the Texas Election Code and the applicable Election Services Contract, the Williamson County Elections Administrator shall be appointed as custodian of voted ballots and the City Secretary of the City of Hutto will serve as the custodian of all other election records.

SECTION 6 VOTERS

All resident, qualified voters of the City shall be entitled to vote at the elections.

SECTION 7 NOTICE

That notice of the election on the proposed Charter amendments shall be posted on the bulletin board used to post notice of the City Council meetings, be published in a newspaper of general circulation in the City, and must include a substantial copy of the proposed Charter amendments and include an estimate of the anticipated fiscal impact to the City if the proposed amendments are approved at the election. Said notice must be published on the same day in each of two successive weeks, with the first publication occurring no earlier than the thirtieth day and before the fourteenth day before the date of the election. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and such person posting the notice shall make a record of the time of posting, starting date and the place of posting.

SECTION 8 VOTING DEVICES

Pursuant to the Election Code and the applicable Election Services Contract, the Williamson County Elections Administrator may use electronic voting systems and corresponding voting devices and equipment in conducting the election. Said election equipment has been certified by the Texas Secretary of State.

The Williamson County Elections Administrator will utilize a central counting station, as

provided by Texas Election Code§ 127.000 *et seq.*, as amended, on Election Day.

SECTION 9 CONDUCT ACCORDING TO STATUTES

In all substantive respects, the elections shall be conducted in accordance with applicable provisions of the Texas Election Code, any other applicable statutes, and the City of Hutto's Home Rule Charter.

SECTION 10 ELECTION RESULTS

The Williamson County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on **Saturday, May 4, 2024.** The official canvass, tabulation and declaration of the results of the elections shall be conducted by the City Council at a regular or special council meeting held in accordance with provisions of the Texas Election Code.

SECTION 11 SINGLE SUBJECT AMENDMENTS

Each Charter amendment submitted must contain only one subject, and the ballot shall be prepared in a manner that the voters may vote "FOR" or "AGAINST" any amendment or amendments without voting "FOR" or "AGAINST" all of said amendments. Each such proposed amendment, if approved by the majority of the qualified voters voting at said election, shall become a part of the Charter of the City of Hutto, Texas.

SECTION 12 EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage as allowed by law.

SECTION 13 SEVERABILITY

The provisions of this Ordinance are severable, and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, then the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

SECTION 14 PROPER NOTICE AND MEETING

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

READ and **APPROVED** on this 15th day of **February 2024.**

CITY OF HUTTO

Mike Snyder, Mayor

ATTEST

Angela Lewis, City Secretary

AGENDA ITEM REPORT
12.3.

To:	City Council
Subject:	Consideration and possible action designating independent legal counsel to advise the Ethics Commission and participate in hearings (Legal)
Meeting:	Thursday, March 7, 2024
Department:	Legal /
Staff Contact:	

BACKGROUND INFORMATION:

Hutto City Code Section 2.05.005 (i) requires that independent legal counsel shall be utilized to advise the commission and participate in hearings. The city council shall annually designate and retain independent counsel, who shall be a duly licensed attorney in the state.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

AGENDA ITEM REPORT
12.4.

To:	City Council
Subject:	Discussion and consider action regarding selection of up to two City Council Members to attend the upcoming International Conference of Shopping Centers (ICSC) Tradeshow and Conference May 19-21, 2024, with all associated costs to be paid by the Hutto Economic Development Corporation (HEDC)
Meeting:	Thursday, March 7, 2024
Department:	Economic Development /
Staff Contact:	Cheney Gamboa

BACKGROUND INFORMATION:

The HEDC has offered to sponsor the attendance of City Councilmembers at this event in previous years. At their Board Meeting on January 29, 2024, the Hutto Economic Development Corporation (HEDC) approved a reallocation of funds from the exhibitor booth cost at the event ($5,600.00), and elected instead to fund the attendance of City Councilmembers. The cost of attendance is approximately $2,500.00 per person (membership, event registration, flight, hotel, ground transportation, per diem). This reallocation of funds allows the HEDC to sponsor two Councilmembers. There are currently 4 HEDC Board Members attending including Councilman Thompson, and one staff member. The purpose of this event is to gain additional exposure for Hutto on a national retail level, engage with other cities and EDCs in attendance, build a network of contacts at various levels of development (retail tenants, brokers, developers and real estate firms), to identify potential retail opportunities and development partners to work with, and to attend various educational sessions on a variety of topics on development trends to bring back information and ideas to implement.

SUMMARY OF REQUEST:

Staff requests that City Council consider the selection of up to two City Council members to attend the International Conference of Shopping Centers (ICSC) May 19 - 21, 2024.

STAFF REVIEW:

FISCAL NOTES:

Funding from a reallocation within the Economic Development Corporation (Fund 35) approved budget for FY24. No additional funds requested.

ATTACHMENTS:

None

AGENDA ITEM REPORT
12.4.

AGENDA ITEM REPORT
12.5.

To:	City Council
Subject:	Consideration and possible action on the renegotiated management agreement between City of Hutto and the Directors of Chaos for Brushy Creek Amphitheater (Kristi Barnes)
Meeting:	Thursday, March 7, 2024
Department:	Community Services /
Staff Contact:	Kristi Barnes

BACKGROUND INFORMATION:

The City entered into a management agreement with The Directors of Chaos, LLC May 2023 approved by City Council during the April 20, 2023 meeting. During the December 14, 2023 meeting, city council voted to renegotiate the current agreement within 60 days then extended by 30 days during the February 1, 2024 meeting.

- The first slated concert, scheduled for September 2, 2023 was canceled (Ramon Ayala's canceled his entire tour, including his stop in Hutto.)
- The second concert (first one to take place) was held on November 4, 2023 with the Floozies headliner.
- The DOC provided an update during the November 16, 2023 city council work session (attached).
- The third scheduled event for December 8-9, The Spirit of Orgain, was canceled by the event promoter on December 4, 2023.

Some high-level updates include:

6.1 Organize and conduct a target of up to eight (8) community-oriented concerts, cultural events, and/or family-friendly events for the calendar year 2024. These events will not exceed four thousand (4,000) tickets each, and in tandem with the capabilities of current onsite parking. Such negotiations to occur on an appropriate timeline to both review the previous year, and plan for the future. If additional events or higher capacity targets have been identified

6.5 Identify and contract with promoters, promotional entities, event organizers, and/or artists, when applicable, subject to city approval, and execute agreements and riders

6.6 Acceptable noise levels will conform to the results of the noise abatement study, requiring events to operate at a maximum decibel level of 85db, measured at the street, CR 137.

7.1 City may exercise its right to retain management, coordination, or concessions services rendered by DOC for their internal events and City brokered rentals. If services are desired, DOC will charge a contractor fee, per Exhibit , for management, coordination, staffing, etc., and a revenue share if the

DOC is acting as the concessionaire for the event. If services are desired, in addition this Section 7, DOC agrees to follow all elements of Section 6 that are applicable to their contracted duties

7.2 Work in coordination and consultation with City staff respecting the Property;

7.3 Implement all lawful policies and standards applicable to the Property;

7.4 Keep the Amphitheater and Property in commercially good order, including, without limitation, cleaning the Property promptly after events;

7.5 Hire or contract for, train, and supervise all vendors, employees and other individuals and entities required to fulfill DOC's responsibilities;

7.6 Acquire all goods and services necessary to fulfill responsibilities;

For events that the City brokers or brings in:
20% of rental fees, added on top of rental cost:
Example - $3,600 for Amphitheater and Parking Lot +
20% Contractor Fee to Doc at $720 = $4,320 T otal Where day of show staffing costs are built into the rental model
Plus percentage of concessions and alcohol, as the concessionaire entity

For events that the city is the promotional entity:10% of overall budget
Plus day of show staffing costs and percentage of concessions and alcohol, as concessionaire entity

For very small events with City involvement:
We can also offer hourly models at $30/hr per employee required for consulting and planning phases, plus day of show staffing costs and concession split.

Additional structures may be discussed based on scope and size of work.

SUMMARY OF REQUEST:

STAFF REVIEW:

Staff recommends approval.

FISCAL NOTES:

From Exhibit A:

For events that the City brokers or brings in:

20% of rental fees, added on top of rental cost:
Example - $3,600 for Amphitheater and Parking Lot + 20% Contractor Fee to Doc at $720 = $4,320 T otal Where day of show staffing costs are built into the rental model
Plus percentage of concessions and alcohol, as the concessionaire entity

For events that the city is the promotional entit y:

10% of overall budget
Plus day of show staffing costs and percentage of concessions and alcohol, as concessionaire entity

For very small events with City involvement:

We can also offer hourly models at $30/hr per employee required for consulting and planning phases, plus day of show staffing costs and concession split.

Additional structures may be discussed based on scope and size of work.

ATTACHMENTS:

1. DOC x BCA - Contract Renegotiation 2_28_24
2. Hutto x DOC Original Contract_(CLEAN SIGNED)
3. Highlighted Contract Changes
4. EXHIBIT A BCA Contract Renegotiation
5. Hutto Res Auth DOC agreement for BCA 2.29.24
6. _2024.02.28_Hutto_Parks_BCA-DOC-Contract-Revised-NEW CLEAN

Directors of Chaos x Brushy Creek Amphitheater

2024 Contract Renegotiation and Conceptual Changes

•••

The Directors of Chaos
3/7/2024

BRUSHY CREEK AMPHITHEATER

THE DOC

The DOC is proud to present a new agreement for the Brushy Creek Amphitheater.

City Council, referencing the last series of meetings and work sessions, mentioned multiple times redefining the concept, goals, and expectations of Brushy Creek Amphitheater as a whole.

By working with city staff and city leadership, we have integrated in all concerns and considerations from the last series of Council meetings.

In general, The DOC prefers to work closer with city staff and leadership in the most transparent fashion moving forward. This allows all parties to understand the work being done, and to allocate energy and resources where they are best suited for the City's vision.

DOC proposes to focus on developing and incubating recurring events. Alongside this strategy, creating more affordable regional and community events in lower capacity ranges. Furthermore, DOC outlines, in this new agreement, higher revenue shares and more flexibility for the City across the general spectrum.

BRUSHY CREEK AMPHITHEATER

THE DOC
THE DIRECTORS OF CHAOS

Reconfigure the responsibilities for DOC

A - Incubate and develop events and entertainment for the community of Hutto.
B - Function as a management and operational entity for all DOC sponsored events.
C - Step back from being the main promotional entity.
D - Provide support for City events on an as-desired basis.
E - Provide general consultation for the operation and growth of the Brushy Creek Amphitheater.

Wherein,

A **Promoter** - An entity that is solely responsible to book talent, pay for the talent, and market the event.

An **Operator** - The entity that specifically operates and assists with a specific show

A **Manager** - The entity that either hires an operator/vendors, or operates themselves, alongside managing the physical venue day to day

BRUSHY CREEK AMPHITHEATER

THE DOC
THE DIRECTORS OF CHAOS

Change of Concept & Approach

The Brushy Creek Amphitheater has a lot of room to grow, but is more than capable of servicing the below bullet points. In the short, DOC targets will not exceed occupancy loads similar to the annual 4th of July event, conterminous with available onsite parking. If additional events or higher capacity targets are identified, DOC will submit for consideration and approval at City discretion.

By continuing forward with operating BCA, the venue will be able to be marketed, generate revenue, raise awareness, collect data points, and serve the community of Hutto. Waiting will only delay these inevitable needs!

- **Lower Capacity Targets**
- **A target of 8 DOC sponsored events for the remainder of 2024**
- **Higher revenue splits for the City**
- **Continuing from the previous agreement, no upfront costs or payments to the DOC for their events.**
- **More flexibility for the City of Hutto.**
- **Collaborative end of year review to set targets for 2025**

BRUSHY CREEK AMPHITHEATER

THE DOC
THE DIRECTORS OF CHAOS

Revenue and Operations

DOC will operate a target of 8 events at lower capacities, focusing on family friendly and community events, utilizing smaller and regional level talent. City has option to put on any event of their choosing, and seek any sponsorship, keeping 100% of profits. For any City event, the City retains the right to operate the event themselves, or use a different vendor. The services of the DOC are always available at a contractor fee in multiple configurations (Exhibit A).

	DOC Events (13.1)	City Events (13.2)	City Events Concessions (13.2)	DOC Sponsors (13.3)	City Sponsors (13.3)
Split: DOC	85.00%	0.00%	70%	80.00%	0.00%
Split: City	15.00%	100.00%	30%	20.00%	100.00%

12.1 - DOC Events. City and DOC shall generally divide net profit as under this Agreement as follows for any events generated by the DOC: allocating 85% to DOC and 15% to City including as net profits: proceeds from all food and beverage sales, ticket sales, parking charges, rentals, and all other income sources related to events on the Property. (Unchanged)

12.2 City Events / City Brokered Events. 100% of any revenue, including, parking, ticket, rental, or sponsorship revenue will flow to the city. If DOC is to manage an event, a contractor fee, per Exhibit [A], will be paid to DOC to provide services and act as management / consultant on City behalf. If DOC operates as the concessionaire on property, net profit will be divided as follows: 70% to DOC, 30% to City from any concessions.

12.3 Sponsorships. 100% of all revenue deriving from sponsorships generated by the City shall be awarded to the City. For any DOC generated sponsorships, after fees and commissions, net profit will be divided as follows - 80% to DOC, 20% to City.

BRUSHY CREEK AMPHITHEATER

THE DOC
THE DIRECTORS OF CHAOS

Reconfiguration Milestones

It is our intent to act on behalf, and alongside the City of Hutto, to develop and incubate events, as well as seek deals with other promoters and entities, and work on developing alternative events and community events.

As a metric for success, and with the understanding that the focus of the next few years at BCA has shifted, we propose the following for milestones:

Events *(Populating the calendar with events)*
New Relationships - *(Promoters and Other Entities)*
Recurring event incubation - *(With the City, Community, and Promoters)*
Assisting as a contractor - *(for BCA events and city wide assistance)*
Sponsors - *(Courting sponsors and working with the City to bring in sponsorships)*
Infrastructure improvements / CID - *(Consulting for continuing development of the venue)*

BRUSHY CREEK AMPHITHEATER

THE DOC
THE DIRECTORS OF CHAOS

The Contract

We have reviewed and amended the original contract, and have provided redline copies, as well as revision notes. The changes are fully reflective of this presentation and keep the remainder of the agreement as-is. This version of the contract has been reviewed and approved by the City of Hutto legal team.

In short: Simplified to allow the City more flexibility. Names DOC as an optional preferred contractor for city sponsored events, allows DOC to program events under the previous agreement, and added increased percentage revenue for the City in a variety of circumstances.

BRUSHY CREEK AMPHITHEATER

THE DOC
THE DIRECTORS OF CHAOS

BRUSHY CREEK AMPHITHEATER

THE DOC
THE DIRECTORS OF CHAOS

DocuSign Envelope ID: 9347BC39-C5B2-4A3E-9E3C-8213A735865A

MANAGEMENT AGREEMENT
BETWEEN CITY OF HUTTO AND DIRECTORS OF CHAOS, LLC

This Management Agreement ("Agreement") is made and entered into as of _____ ("Effective Date"), by and between the City of Hutto, Texas, a Texas home-rule municipal corporation with principal administrative offices at Hutto City Hall, 500 West Live Oak Street, Hutto, Texas 78634, in Williamson County ("City"), and The Directors of Chaos, LLC, a Texas limited liability company with principal offices at 1801 Lavaca Street #2E, Austin, Texas 78741 in Travis County ("DOC") (together, the "Parties" or, individually, each a "Party").

RECITALS

WHEREAS, City owns the Brushy Creek Amphitheater and related facilities located at 1001 County Road 137, Hutto, Texas 78634 within City limits, ("Amphitheater") and desires to contract for management services for the Amphitheater; and

WHEREAS, City desires to produce entertainment events that celebrate the history and diverse heritage of City, while incorporating state and national audiences, at the Amphitheater; and

WHEREAS, DOC provides such event and entertainment management services for both privately and publicly owned facilities; and

WHEREAS, DOC intends to work with City as an independent contractor and non-governmental managing agent to help grow local businesses and benefit City residents; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations regarding the Amphitheater;

THEREFORE, the Parties agree:

1. **Engagement of DOC.** City hereby retains and engages DOC to perform the Management Services (defined below) during the Term (defined below), and DOC, upon execution of the Agreement, will perform the Management Services defined below.

2. **Term.** This Agreement shall be effective as of the Effective Date and terminates on December 31, 2025 (the "Termination Date") (this duration the "Initial Term"), unless either terminated sooner as provided in Section 20 or extended by City an additional two (2) fiscal years by providing written notice to DOC at least ninety (90) days prior to the Termination Date ("Option Term"). If City initiates the Option Term, the Termination Date of this Agreement shall become December 31, 2027 unless sooner terminated as provided in Section 20. However certain obligations under this Agreement survive any termination as specifically provided in this Agreement.

3. **Management Delegation.** Management of the Amphitheater and the improvements constructed on the land including but not limited to the Amphitheater, common areas,

paved parking areas and all other related facilities more particularly described in Exhibit A (collectively, including the Amphitheater, the "Property"). Illustrative of Exhibit A, areas of access and control include within the gates of the Amphitheater and parking lots as needed for event parking. Use of just the parking lots for events is subject to availability and approved overflow parking plan. During the Term, DOC shall perform the management services described below in order to supervise, manage, direct and operate the Property on behalf of and for the account of City, in consultation with City staff (collectively, as more specifically described below, the "Management Services"), subject to the terms of this Agreement. City hereby delegates to DOC the discretion and authority, to the extent consistent with applicable federal, state, or City laws, charters, ordinances, regulations, rules, and administrative or judicial orders or mandates (collectively, "Laws") to determine operating policies and procedures, standards of operation, house rules, standards of service and maintenance, pricing, and other policies, rules, and regulations affecting the Property, or the operation thereof, to implement all of the foregoing, and to perform any act on behalf of City as deemed by DOC to be necessary or desirable for the operation and maintenance of the Property. Maintenance shall include all services to keep Property in commercially reasonable and professional operating condition not covered by "Make Ready" provisions in Section 11. The foregoing delegation subject to City budget and appropriations, City's approval rights specifically described in this Agreement, other terms and conditions set forth herein, to the extent permitted by any Laws, and subject to City preempting any DOC act, failure to act, or policy, if necessary and appropriate in the public interest. However, except to the extent made impractical by a need to act urgently, City will give DOC advance notice and an opportunity to be heard by City Manager or designee in person or in writing (at City Manager's or designee's discretion) respecting the proposed preemption, and to be heard by City Manager or designee in person or in writing (at City Manager's or designee's discretion) respecting past preemption as to which prior notice and opportunity for hearing were not available.

4. **Use of the Property.** City hereby grants to DOC the right to use and occupy the Property during the Term for the purposes set forth herein, except as provided below, or where impermissible under any Laws. DOC shall, upon the termination of this Agreement, promptly vacate and surrender the Property to City in the same condition that existed upon execution of the Agreement except for any City-approved changes to the Property and normal wear and tear.

4.1 **Exceptions.** DOC may not stage any event on the Property or off the Property within City limits that would interfere with any City-organized or -planned event ("Protected Events"). Protected Events will include, without limitation, Hutto's annual KOKEFEST each August (or whenever the annual KOKEFEST may be rescheduled), City's annual Fourth of July celebration (on whichever day the event is planned) and any other event of which City provides reasonable advance written notice to DOC. However, the window for such notice shall be assumed closed if a DOC-sponsored event has been explicitly approved by City and DOC has executed performance agreements between DOC and the talent associated with the event.

5. **Ticket Sales Rights and Obligations.** DOC and any City-approved ticket vendor or vendors that DOC may designate is and are granted the rights, exclusive of any right of others except City, to sell tickets to events planned under this Agreement, with the exception of the annual KOKEFEST and non-ticketed City events.

   5.1 An entity other than City that sells any ticket planned under this Agreement will collect a $3-per-ticket Facility Fee which will be directly applied to pay for Property improvements approved by City. Regardless of any designation by DOC and approval by City of designated ticket seller, DOC will remain responsible and liable to City for the conduct of such ticket sellers including, without limitation, for proper disposition of and accounting for ticket sales and receipts and compliance with all applicable Laws.

   5.2 Except for City staff who are required for the operation or safety of the events at the Amphitheater, as approved by the City Manager or designee, any City officials, officers, any employees, and their respective family and guests, who attend an event at the Amphitheater for which DOC or its designated ticket sellers are authorized to sell tickets, must purchase tickets for the event at the same price as that for which tickets are offered to the public, except to the extent that DOC and the City Manager or designee otherwise agree in writing not inconsistently with Laws and City policies, which agreement will be a public record and promptly sent to the City Council by the City Manager.

DOC OBLIGATIONS ("MANAGEMENT SERVICES")

6. **Scope of Services.** DOC's Management Services obligations are set forth in Sections 6 through 9 of this Agreement. DOC will manage all activities of the Amphitheater approved by City. DOC will operate the Amphitheater and Property consistent with the Recitals, Laws, and City policies, and appropriate operating policies that DOC may adopt. Subject to the terms of this Agreement and applicable Laws DOC shall have the authority and responsibility to provide the following services:

   6.1 Organize, promote, and conduct both the events outlined in Exhibit B ("2023 Events") for the remainder of calendar year 2023, including both ticketed and free community events (mutually agreed upon events hosted on the Property, financed and run by City), and those negotiated at least annually with City for the upcoming year. Such negotiations to occur on an appropriate timeline to both review the previous year, and plan for the future;

   6.2 Work in coordination and consultation with City staff respecting the Property;

   6.3 Create and implement all lawful policies and standards applicable to the Property, and ticket sales;

   6.4 Manage and supervise all day-to-day operations of the Amphitheater, including but not limited to, cleaning and maintenance, staffing for events, training for

operations, food and beverage services, installation, maintenance and training regarding safety and health measures, payroll, benefits administration, maintaining publicly available and operable Wi-Fi to commercially reasonable standards to reach, at a minimum, the entire Amphitheater and preferably to reach the entire Property, accounting, and financial reporting;

6.5 Identify and contract with or for talent, subject to City approval to review, approve and refuse any talent or talent contract; and execute talent riders as necessary for City-approved talent;

6.6 Use commercially best efforts to contract with talent that considers appropriate noise levels and further, instruct talent to operate under City ordinances and policies (including but not limited to City of Hutto Code of Ordinances Article 14.03) regarding such noise levels; implement best commercially reasonable efforts to direct majority of sound to the center of the Amphitheater or, within the Property for events staged outside the Amphitheater, and to reduce sound levels outside of Amphitheater. Acceptable noise levels will conform to the results of the most recent noise abatement study (attached as "Exhibit D"). If there has been no noise abatement study results covering the vicinity of the Property published within one calendar year before the Effective Date, and if, regarding noise abatement, DOC materially breaches this agreement or shows gross negligence regarding such abatement, DOC will commission such study at its own expense if is wishes to obtain one for use as a benchmark or if there are noise complaints from residents or businesses near the Property during the Term, including any renewals or extensions of the Term. The methods used and the results of any noise abatement study that includes the vicinity of the Property will be public records;

6.7 Identify and solicit sponsors, subject to City approval to review, approve and refuse any sponsors or sponsorship contract; use commercially best efforts to ensure sponsorship opportunities for local City businesses;

6.8 Identify and manage all Amphitheater and other Property operational and maintenance needs; establish Amphitheater maintenance standards approved by City; and make repairs and other improvements to keep the Amphitheater and Property in commercially good order, including, without limitation, cleaning the Property both promptly after events and through daily maintenance;

6.9 Create the "event experience" using tools such as lighting, staging, backlining, and promotion, while considering lawful and appropriate noise levels for both City and for residents and businesses near the Property and other potentially affected individuals and entities;

6.10 Organize, contract, and subcontract videographers, food and catering through a licensed concessionaire, retail and other entertainment for ticket holders (such as games and photo booths), and other vendors as necessary, limited by Section 9,

and use commercially best efforts to ensure vendor opportunities for local City businesses, and block out a percentage of sales space for such businesses;

6.11 Create appropriate signage; provide mobile restrooms, fans, misters, water drinking facilities, onsite barricades, and fencing as necessary;

6.12 Hire or contract for, train, and supervise all employees and other individuals and entities required to fulfill DOC's responsibilities;

6.13 Manage payment of, and pay, all Amphitheater operating expenses;

6.14 Maintain quarterly financial reports, including revenue projections, and provide them to City promptly each quarter;

6.15 Acquire all goods and services necessary to fulfill responsibilities;

6.16 Create and promote a website or website section dedicated to City resident suggestions, complaints, and solicitations for resident-run events; dedicate an employee responsible for reviewing and responding to such residents within five (5) business days or, to the extent necessary considering an unusual or complex nature of the resident's comment and the availability of responsive information, within a longer reasonable time;

6.17 Market the Amphitheater to achieve targeted objectives utilizing a transactional-based website. The marketing plan will include email, text, and social media-based communication. Advertising will adopt various media tools including Google Ads or similar media unless City otherwise directs. DOC will review, and update as necessary, specific social media tools at least annually;

6.18 Obtain licenses and other operating permits, including, without limitation, all required City special event permits, special exception noise permits, and county health and TABC permits as applicable;

6.19 Negotiate contracts for maintenance equipment for the Property, to recommend to City and subject to City approval;

6.20 Prepare and execute the DOC School program discussed in DOC Bid (Exhibit C) utilizing City-approved independent school district ("ISD") spaces, after receiving written approval of plan from City and the ISD. DOC shall update City on the School program plans, preparation, and expected execution, and past program experiences every six (6) months starting at the Effective Date. It is DOC's express plan to implement the program in February of each year of the Agreement, and either a job fair or a shorter version of the program in August 2023;

6.21 Provide Adequate Emergency and Security at the Property. DOC shall coordinate with City and other local first responders to implement all necessary and appropriate emergency measures for the Property to ensure adequate and timely police, fire, medical, and other potential emergency precautions, training, and responses, including, without limitation, installation, training for use, and maintenance of standing precautionary safety and health measures such fire alarms, fire extinguishers, fire hose points and hydrants, fire sprinklers, first aid stations, misters, cardiac defibrillators and other medical equipment, deployment of traffic and security personnel and equipment, establishing and maintaining toilet, diaper changing, hand-washing, and hydration facilities, and marking and maintaining adequate evacuation exit and emergency evacuation and shelter routes and locations. Where necessary and in accordance with applicable City policies and procedures, DOC may at its own expense hire or contract for appropriately trained and equipped private personnel or off-duty government personnel for security or other emergency services to the extent such are not provided by City or other governmental entities, and will reimburse governmental entities for use of their personnel and equipment to the extent required by Laws;

6.22 Promptly provide to City upon written request all City certificates of insurance evidencing insurance coverage as required by this Agreement and, upon written request of City permit City representatives, which may but need not include independent auditors, to inspect and copy any insurance policies and related documents covering DOC's risks as required by this Agreement;

6.23 Secure, or ensure that performers, their representatives, or others secure, any needed license or other permission from copyright holders to perform, broadcast, and record any works or performances at the Property, and pay, or ensure that performers, their representatives, or others pay, any royalties due to any copyright holders respecting any event at the Property, and not infringe, and ensure that no performer or performer's representative or affiliate infringe, at the Property or in connection with any advertising, or ticket sales relating to events, including anticipated future events, at the Property, on any copyright, trademark, service mark, patent, or other intellectual property rights or interests of City or of others.

7. **Financial Management.** DOC's Management Services obligations also will include the financial management services stated in this Section 7. DOC will employ or retain an accountant or bookkeeper whose responsibilities include the Property, who shall maintain all books, records, and other data associated with the financial activities of the Property, prepare all operating budgets, cash flow budgets, and other financial forecasts, and be responsible for the day-to-day financial affairs of the Property. All accounting records shall be maintained in a format materially consistent with generally accepted accounting principles and with reasonable accounting, operating, and administrative controls governing the Property also consistent with such principles.

7.1 **Financial Reporting.** During the Term, DOC shall provide, in a format reasonably specified by City, both a reasonably accurate, detailed quarterly financial statement of the Amphitheater within fifteen (15) days of the close of each City fiscal quarter and, a detailed, reasonably accurate annual financial statement within forty-five (45) days of the close of each City fiscal year.

7.2 **Financial Records and Inspection.** DOC shall maintain a set of all financial, vendor, and operating records relating to the Amphitheater at the Property. At any time during the Term, City shall have the right, after three (3) business days prior written notice to DOC, to inspect the books, records, invoices, deposits, canceled checks, and other financial data or transactions of the Amphitheater at reasonable times and during normal business hours; provided, however, City shall try not to disrupt in the operations of the Amphitheater in connection with such inspections. Notwithstanding the preceding, such inspection rights shall not extend to any inspection of DOC corporate records at its corporate office unless they contain information relating to the operations of the Amphitheater that is not commercially reasonably available from other sources, or any records relating to any other projects or locations, except to the extent that records pertaining to the operation of the Amphitheater are consolidated or commingled with such corporate records City may inspect regarding the Property, and any fixtures, equipment or machinery owned by City that is used for or located on the Property after three (3) business days prior written notice to DOC, or immediately without notice in emergencies or as required in the interests of public health or safety. City may question and communicate with its own officers and employees at any time upon any subject allowed by Laws, and DOC will not seek to impose any non-disclosure agreements or policies that purport to impede such communications. DOC will not seek to inhibit or prevent its own officers, employees, or other agents from communicating respecting violations of this agreement or of any Laws to the City or other governmental authority. Upon expiration or termination of this Agreement, DOC will promptly turn over all records pertaining to the Property or any portion of the Property to City; however, DOC may retain copies.

8. **Environmental Remediation.** Throughout the Term, if DOC becomes aware of the presence of any Hazardous Waste as defined in title 30 of the Texas Administrative Code, chapter 335 or in title 40 of the Code of Federal Regulations, part 263, whichever definition is more inclusive, in a quantity sufficient to require remediation or reporting under any Laws in, on, above, or under the Property, or if either Party or all or any portion of the Property becomes subject to any order of any federal, state or local agency or court to investigate, remove, remediate, repair, close, detoxify, decontaminate or otherwise clean up the any portion of the Property or the air above it, DOC shall, at City's request, use all commercially reasonable efforts, or any more onerous legally required efforts, to carry out and complete any such investigation, removal, remediation, repair, closure, detoxification, decontamination or other cleanup; provided that such remediation activities shall be at DOC's expense to the extent such activities are required solely as a result of DOC's negligent, knowing, reckless, or intentional actions or omissions; at

City's sole expense if such activities are caused solely by City's negligent, knowing, reckless, or intentional actions or omissions and if neither Party is solely responsible, then the Parties will share expenses of such activities in proportion to their respective fault. The Parties will negotiate respecting contribution between themselves and to or from non-Parties for activities caused by non-Parties, and whether to seek remedies against non-parties respecting hazardous waste. The indemnity, hold-harmless, and defense provisions in Section 18 apply to Hazardous Waste-related liability. The responsibilities under this Section 8 for investigation, removal, remediation, repair, closure, detoxification, decontamination or other cleanup of Hazardous Waste that was ordered during while this Agreement was in effect or that results from Hazardous Waste that arrived on, under, or over the Property while this Agreement was in effect, will survive the termination of this Agreement.

9. **Contracts.** DOC shall negotiate, consummate, enter into, and perform, such agreements as DOC may deem necessary or advisable for the furnishing of all food, beverages, utilities, concessions, entertainment, operating supplies, equipment, repairs, and other materials and services for the management and operation of the Amphitheater. However, agreements over Twenty-Five Thousand Dollars ($25,000) in total payments over the term of such contract or which has a term of over one (1) year shall require prior written consent of City.

CITY OF HUTTO OBLIGATIONS

10. **Funding Terms.** City may, but is not required to, budget and appropriate funds not to exceed $150,000 to reimburse DOC for costs incurred by DOC for the Term for items within the scope of service (Section 4) including items recommended by DOC for City to improve the Amphitheater, to pay for insurance directly related to events, to enforce or complete Make Ready provisions (Section 11), provide certain services for events, and to pay certain other expenses required to enforce or perform Agreement provisions as agreed by the Parties. DOC may request reimbursement by the City for such costs but the City is not obligated to honor any such request, and any disbursement of such funds is subject to approval by City Council if the amount (or amounts within a City fiscal year) exceeds or exceed the City Manager's expenditure authority.

11. **Make Ready.** City will "Make Ready" (defined below) the Property, structurally and non-structurally, in good repair excepting normal wear and tear, and in compliance with applicable Laws. If City materially fails to Make Ready Property thirty (30) calendar days after DOC provides written notice to City of such failure, including full description of the failure, and cost estimate for completion, unless City terminates this Agreement within that thirty-day period, DOC is authorized to make minimal repairs or modifications necessary to bring the Amphitheater and Property to reasonably acceptable condition at no additional expense to City except to any extent to which City agrees to supplement Agreement funding and appropriates such amount for that purpose. To Make Ready includes:

11.1 **Safe Entry and Exit.** Providing safe entry, exit, and return to, on and from the Property including to and from the Amphitheater, and including roadways for vehicles to enter, park, and exit safely; and

11.2 **Operational Water and Electrical.** Ensuring all electrical equipment and water facilities are operational.

12. **Evacuation Plan.** City will provide an evacuation plan, identifying appropriate signage locations. However, DOC is responsible for providing, posting, and maintaining all signage tied to pedestrian and vehicular traffic flow, entry and exit, and alcohol and firearms; road barrier supply and placement; and traffic control plans, and all other plans and signage.

13. **Profits.** City and DOC shall generally divide net profit under this Agreement allocating 85% to DOC and 15% to City, except for 2023 shows with a ticket capacity of fewer than two-thousand five-hundred (2,500) tickets which will be allocated 87.5% to DOC and 12.5% to City, including as gross profits: proceeds from all food and beverage sales, ticket sales, parking charges, rentals, sponsorships, advertising by non-Parties posted on the Property, and all other income sources related to or arising from use of the Property. All gross proceeds from all sources, less applicable expenses and commissions ("Net Profits") shall be accounted for and paid to City monthly; said accounting to include a detailed profit and loss statement (including backup materials) and provided to City. The Parties will confer respecting any disagreements regarding such profits, payments, or accounting for a reasonable time (at least ten (10) business days) before pursuing any remedies respecting the same.

REPRESENTATIONS AND WARRANTIES

14. **City's Representations and Warranties.** City makes the following representations and warranties to DOC, which representations and warranties shall unless otherwise stated herein, survive the termination of this Agreement:

14.1 **Authorization.** City is a home-rule municipal corporation duly organized, validly existing, and in good standing under the laws of Texas with full power and authority to enter into this Agreement. The making, execution, delivery, and performance of this Agreement by City has been duly authorized and approved by all requisite actions, and this Agreement has been duly executed and delivered by City and constitutes a valid and binding obligation of City, enforceable by its terms.

14.2 **Performance and Execution.** Neither performance of this Agreement, nor the execution and delivery of said performance, will result in any breach of, or constitute any default under, any agreement or other instrument to which City is a party, or by which it may be bound.

DocuSign Envelope ID: 9347BC39-C5B2-4A3E-9E3C-8213A735865A

14.3 **Ownership Rights.** City currently owns and possesses, and shall retain during the Term, all of the property interests in the Amphitheater and the Property necessary to enable DOC to perform its duties under this Agreement peaceably and quietly. Such City property interests shall include all trade names and logos City uses or may during the Term used in the operation of the Property.

15. **DOC's Representations and Warranties.** DOC makes the following representations and warranties to City, which representations and warranties shall, unless otherwise stated herein, survive the termination of this Agreement:

15.1 **Authorization.** DOC is a limited liability company duly organized, validly existing, and in good standing under the laws of Texas and authorized to transact business in Texas, with the full corporate power to enter into this Agreement and execute all documents required hereunder. The making, execution, delivery, and performance of this Agreement by DOC has been duly authorized and approved by all requisite actions of the board of directors, members, or other governing body of DOC, and this Agreement has been duly executed and delivered by DOC and constitutes a valid and binding obligation of DOC, enforceable in accordance with its terms.

15.2 **Performance and Execution.** Neither performance of this Agreement, nor the execution and delivery of this Agreement will result in any breach of, or constitute any default under, any agreement or other instrument to which DOC is a party, or by which it may be bound.

15.3 **Accuracy of Bid Information.** DOC represents that all information stated in its proposed bid (attached in Exhibit C) is and remains true and correct, including stated qualifications and knowledge, descriptions of experience, including years and areas of expertise, disclosure of any conflicts of interest in accordance with Texas Local Government Code Chapter 176, and all other relevant material information.

15.4 **Insurance Representations.** DOC represents they have Errors and Omissions coverage, all required insurance coverage and will retain the same or higher and broader coverage during the Term, including any Term extension or renewal.

INSURANCE, LIABILITY, INDEMNIFICATION

16. **Required Coverage.** DOC is required to, must maintain, and will require any event contractor or provider to purchase and maintain insurance coverage (under an "occurrence" policy form) with an insurance company or companies in the amount described below, insuring statutory workers compensation for occupational diseases and injuries sustained by or death resulting to DOC employees or subcontractors as required by law, and DOC and/or City's liability for any property damage, bodily injuries or death sustained by any person(s) in any manner caused by, arising from, or related to DOC's scope of duties under this Agreement (both under Sections 4-9 and any other section

creating duties herein), regardless of whether alleged injury or damage was caused or alleged to be caused in whole or in part by the conduct of DOC or City. City will be named as an additional insured by endorsement to the above-described policies to the extent permitted by Laws. As a condition of DOC's Agreement obligations, prior to commencing Agreement work, DOC shall secure from City proof of a Certificate of Insurance, certifying existence of all coverage required hereunder. All insurance policies shall waive any and all rights of subrogation against City pursuant to Section 16.1.2. The coverage available to DOC shall not be less than the limits set forth below. DOC's property coverage shall be primary, as well as additional insured coverage. Exclusions and deductibles must be approved by City. DOC will not amend or cancel coverage, or allow coverage to be amended or cancelled, without thirty days written notice to City.

16.1 Without limiting Section 16, the DOC agrees to secure and maintain, at DOC's sole cost and expense, the following insurance at the coverage limits specified:

16.1.1 **Worker's Compensation Insurance.** In accordance with the laws of the State of Texas, statutory requirements must be evidenced in a certificate inclusive of limits in the amount of $1,000,000 employer's liability each accident, $1,000,000 each employee, and $1,000,000 policy limit.

16.1.2 **General Business Liability.** Required limits are $2,000,000 per occurrence and $4,000,000 in the aggregate.

16.1.3 **Automobile Liability.** Combined bodily injury and property damage liability with a combined single limit of $1,000,000.

16.1.4 **Force Majeure Insurance.** Sufficient insurance coverage to cover DOC and City for expenses continued debt servicing, loss of income, ongoing fixed costs, spoilage, and related contingencies. associated with an event cancelled or delayed through no fault or negligence of DOC to the extent that such cancellation or delay was caused by fire, flood, pandemic, epidemic, riot, war, insurrection, governmental declaration of emergency, earthquake or earth tremor, power failure, or labor dispute, (collectively, "Force Majeure Events" or "FME").

16.1.5 **Errors and Omissions Coverage.** Coverage of DOC members, management, employees, and any ticket agents and other contractors and agents to include for failure to perform any DOC obligation under this Agreement or for materially breaching this agreement at a minimum of $50,000 per occurrence and $1,000,000 overall.

16.2 **Waiver of Subrogation.** DOC waives its insurers' rights of subrogation against City and against any City officials, officer, employees, or property, and will notify each of its insurers of this waiver, and will cause any and all applicable certificates of insurance to include this waiver.

17. DISCLAIMER OF LIABILITY. **NEITHER CITY NOR ANY OF ITS PROPERTY, OFFICIALS, OFFICERS, EMPLOYEES OR AGENTS ("CITY-RELATED PARTIES") WILL BE LIABLE OR RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY TO ANY PERSON OR TO ANY PROPERTY, INCLUDING INTELLECTUAL PROPERTY, OF DOC OR DOC'S EMPLOYEES, OFFICERS, DIRECTORS, SUCCESSORS, ASSIGNS, SUCCESSORS, TRUSTEES, CREDITORS, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, VENDORS, INVITEES OR ALL OTHER PERSONS PERFORMING SERVICES OR SUPPLYING GOODS ON DOC'S BEHALF, RESULTING FROM ANY CAUSE WHATSOEVER.**

18. INDEMNIFICATION. **DOC SHALL INDEMNIFY, DEFEND, AND HOLD-HARMLESS CITY AND CITY-RELATED PARTIES FROM ALL LIABILITY, LOSS, DAMAGE, COST, OR EXPENSE (INCLUDING, WITHOUT LIMITATION, PENALTIES AND PUNITIVE DAMAGES, AND COSTS AND EXPENSES FOR COMPLYING WITH ANY ADMINISTRATIVE COURT ORDER OR JUDGMENT, ACTUAL AND REASONABLE ATTORNEYS' FEES AND LITIGATION EXPENSES) CAUSED BY THE NEGLIGENT, KNOWING, WILLFUL, RECKLESS, OR INTENTIONAL ACTS OR OMISSIONS OF DOC (OR OF ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS AND OTHERS FOR WHOM DOC IS RESPONSIBLE, AND SUCCESSORS AND ASSIGNS), TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT TO THE EXTENT SUCH ACTS OR OMISSIONS WERE DIRECTED OR APPROVED BY CITY, OR SUCH LIABILITIES WERE CAUSED BY CITY'S WILLFUL OR CRIMINAL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD. DOC'S DUTY TO INDEMNIFY, HOLD-HARMLESS, AND DEFEND CITY AND CITY RELATED PARTIES SHALL EXTEND TO ALL CLAIMS FOR LIABILITY, LOSS, DAMAGE, COST, OR EXPENSES, INCLUDING EXPENSES RELATED TO COMPLYING WITH ANY ADMINISTRATIVE OR COURT ORDER OR JUDGMENT, ARISING FROM OR RELATING TO ANY EVENT PLANNED EVENT OR OCCURRENCE AT THE PROPERTY, INCLUDING TICKET SALES AND ADVERTISING, TAKING PLACE BEFORE, DURING, OR AFTER THE TERM. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, DOC WILL NOT SETTLE ANY CLAIM OR LITIGATION COVERED BY THE OBLIGATIONS IN THIS SECTION WITHOUT THE CONSENT OF CITY. CITY RESERVES THE RIGHT TO APPROVE ANY ATTORNEYS SELECTED BY DOC TO DEFEND AS TO SUCH CLAIMS OR LITIGATION. CITY MAY, AT ITS OWN EXPENSE, RETAIN ITS OWN COUNSEL FOR SUCH MATTERS TO SUBSTITUTE FOR OR ASSIST LAWYERS RETAINED BY DOC FOR SUCH MATTERS. THESE DEFENSE, HOLD-HARMLESS, AND INDEMNIFICATION OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.**

DEFAULT, TERMINATION, CURE

19. **Default. Neither Party waives any defenses or immunities in connection with any default under this Agreement.** The occurrence of any one or more of the following events which is not cured within the specified cure period, if any, shall constitute a default under this Agreement (hereinafter referred to as an "Event of Default"):

19.1 **Failure to Pay Sums Due.** Either Party's failure to pay any sums payable under this Agreement when and as the same shall become due and payable and such failure shall continue for a period of thirty (30) calendar days after written notice (specifying the item not paid, and the amount in arrears and due date) thereof from the other Party to the defaulting Party. However, if City's failure to pay is due to funds being unavailable or not timely appropriated, then such is not an event of default and DOC's remedies are exclusively as stated in Section 10.

19.2 **Failure to Comply.** Either Party's material breach of this Agreement or failure to comply with any of the covenants, agreements, terms, or conditions contained in this Agreement other than nonpayment of money, and such breach or failure shall continue for a period of ten (10) business days after written notice thereof from the other Party specifying in detail the nature of such breach or failure and when any performance was due. There will be no cure period for a breach or failure that is not curable. If any such breach or failure is curable but cannot with due diligence be cured within such ten-day period, if the potentially defaulting Party begins promptly and diligently to cure the same and thereafter diligently prosecutes curing such breach or failure, the time within which the failure may be cured shall be extended for such period as agreed upon in writing by the Parties up to an additional 30 calendar days. However, if any such failure other than non-payment of money occurs within ten (10) business days before a scheduled entertainment event under this Agreement, the defaulting Party shall have forty-eight (48) hours to cure such failure, unless otherwise agreed upon in writing by both Parties.

19.3 **Insolvency.** Subject to the applicability, if any, of title 11, United States Code, section 525(a), if either Party applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property; is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature; makes a general assignment for the benefit of creditors; is adjudicated as bankrupt or insolvent; or files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by said party for the purpose of effecting any of the foregoing, and such event is not cured within thirty (30) calendar days.

19.4 **Force Majeure.** To the extent that a breach or failure that would become an Event of Default if not timely cured is caused by a Force Majeure Event ("FME"), or renders timely performance or cure by the potentially defaulting Party objectively impossible, the applicable cure period for curing such default will be extended beyond any applicable cure period that had run before the FME for the duration of the such FME up to a maximum of forty (40) business days plus ten (10) business days, so that cure would be due after the expiration of the original cure period, plus the time during which performance was impossible due to an FME up to forty (40) business days, plus ten (10) business days. However, an FME will not extend any cure period if the potentially defaulting Party could with due diligence have anticipated the FME and taken commercially reasonable steps that would have avoided impossibility of timely performance or timely cure, and such failure of due diligence also renders the potentially defaulting Party ineligible for the additional ten (10) business days to cure after what would have been the cure extension during the FME. This Section does not create a cure period for a non-curable failure or breach.

20. **Termination.** This Agreement shall terminate upon the occurrence of any of the events set forth below:

20.1 **Event of Default.** Upon the occurrence of an Event of Default provided in Section 19, the non-defaulting Party shall have the right to terminate this Agreement by delivering a written notice of default and termination, which will terminate this Agreement immediately or, if there is an applicable cure period, and the non-defaulting Party has delivered a notice of default and demand to cure to the defaulting Party, and the defaulting Party has not cured the event of default during the applicable cure period, then the when the non-defaulting Party delivers a notice of termination by reason of default, this delivery immediately terminates this Agreement;

20.2 **Term Expiration.** Upon the expiration or termination of this Agreement according to its terms as specified in Section 2;

20.3 **City Termination for Convenience.** Upon sixty (60) calendar days, or such longer period as the notice may state, after City delivers to DOC a written notice of termination for convenience.

20.4 **Mutual Termination.** Upon both Parties' agreement in writing to terminate this Agreement;

20.5 **Non-Appropriation Termination.** Upon expiration of the fiscal year prior to a fiscal year for which City fails to budget or appropriate the necessary funds under this Agreement as provided on Section 37.

21. Additional Termination Provisions

21.1 After termination of this Agreement, except to the extent of money owed by City that was not budgeted or appropriated, all sums owed by either Party to the other for actions taken, for goods or services provided, of for expenses incurred, including, without limitation, proceeds from ticket sales, shall be paid within thirty (30) calendar days after such termination, and either Party may demand such payment, including, in the occurrence of an Event of Default, all costs, damages, expenses, prejudgment interest, and reasonable attorneys' fees arising from such Event.

21.2 Without prejudice to later termination after the occurrence of an uncured Event of Default and expiration of any applicable cure period either Party may, in addition to or instead of termination seek specific performance of non-monetary obligations, or injunctive relief or declaratory relief , as to remaining performance other than non-monetary obligations, in addition to any other remedy authorized by law. No remedy granted to City is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, or by statute. No delay or omission by City to exercise any right accruing upon an Event of Default shall impair City's exercise of any right or shall be construed to be a waiver of any rights or Events of Default or acquiescence to it.

IN NO EVENT SHALL CITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OR NON-PERFORMANCE HEREUNDER, EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

21.3 If after the expiration of any permitted notice and cure period, a Party hereto shall have failed to cure any default other than a monetary default, in the performance of any representation, covenant, or obligation on its part to be performed, then the other Party may, at any time thereafter until this Agreement is terminated, without further notice, perform the same for the account and at the expense of the other Party.

21.4 Parties will negotiate regarding amounts and timing for any renewal or extension of this Agreement. On written request of either Party, the Parties may engage in non-binding mediation at the sole expense of the Party requesting mediation, respecting funding amounts and timing for contract renewals or extensions, or other issues. However, if funds become unavailable or not timely appropriated for any portion of the Term or for any renewed or extended term, DOC may cease performing under this Agreement and either Party may terminate this Agreement if provided by Section 20.

MISCELLANEOUS

22. **Notice.** Any notices or other communications required or permitted hereunder shall be sufficiently delivered if in writing and either, delivered personally, sent by certified mail (return receipt requested), or sent by nationally recognized overnight mail or courier service (delivery receipt requested) addressed as shown below, or to such other address as the Party concerned may substitute by written notice to the other.

CITY	**With a copy to:**
City of Hutto Attention: City Manager 500 W. Live Oak Street Hutto, TX 78634	Hutto City Attorney Bojorquez Law Firm, PC 11675 Jollyville Rd, STE 300 Austin, TX 79759
DOC	**With a copy to:**
Directors of Chaos Attention: Chris Stone and Tim Pioppo 1801 Lavaca St. Unit 2E Austin, TX 78741	_____ _____ _____ _____

The addresses and addressees may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee given above shall be deemed to continue in effect for all purposes.

However, in emergencies, in addition to alerting first responders if they are needed by calling 9-1-1 or by other appropriate means, each Party will make best efforts to notify the other Party of the relevant information immediately by the most effective and expeditious means available, including, without limitation, telephone, text message, email, or express delivery, followed by formal notice as provided in this Section.

23. **Naming Rights.** Naming rights to the Amphitheater are frozen.

24. **Licenses, Permits, and Accreditations.** DOC shall apply for and use its commercially reasonable efforts to obtain and maintain, in City's name (or, if otherwise required by applicable law, in DOC's name) and as an operating expense, all licenses, permits, and accreditations required in connection with the management and operation of the Amphitheater. City will cooperate with DOC in obtaining such licenses, permits, and accreditations.

25. **Legal Action.** Neither Party may commence any litigation including administrative proceeding by or on behalf of the other Party or property of the other Party without the prior written consent of that other Party, including such commencement by DOC on behalf of any interest in any of the Property.

26. **Emergency Expenditures.** In the event an emergency condition is impending or exists in, on, under, above, or about the Property of which DOC is aware and which, in DOC's sole and absolute discretion, requires immediate action to preserve and protect the Property, to better assure the Amphitheater's continued operation, or to protect any individual, DOC is authorized to take all steps and to make all reasonable expenditures necessary to prevent, mitigate, repair and correct any such condition. However, City at its sole discretion may intervene and assume any such remedial measures, or limit or change the measures that DOC is taking or omitting in the interests of public safety or health.

27. **Compliance with Laws.** DOC will (1) comply in all material respects with all Laws, applicable to the use, operation, maintenance, repair and restoration of the Property, including, without limitation, the Amphitheater, whether or not compliance therewith shall interfere with the use and enjoyment of the Property; and (2), except for those which are the obligation of City or City's separate contractors, procure, maintain and comply with all licenses and other authorizations required for any use of the Amphitheater and Property then being made, and for the operation and maintenance of the Property or any part thereof. If at any time during the Term DOC is notified or determines that repairs, additions, changes, or corrections in the Property of any nature shall be required by reason of any Laws, DOC shall notify City and request City's consent to take all reasonable steps and to make all reasonable expenditures necessary to make any such repairs, additions, changes or corrections.

28. **Exhibits and Recitals.** All Exhibits attached hereto are incorporated herein by this reference as if fully set forth herein. If any Exhibits are subsequently changed by the mutual written agreement of the Parties, the Exhibits shall be modified to reflect such change or changes and dated and initialed by the Parties. In addition, the above Recitals are also incorporated herein.

29. **Entire Agreement and Amendments.** This Agreement and the Exhibits hereto embody the entire agreement and understanding between the Parties relating to the subject matter hereof and supersede all prior representations, agreements, and understandings, oral or written, relating to such subject matter. This Agreement may not be amended or modified in any way except by an instrument in writing executed by both Parties.

30. **No Partnership or Joint Venture.** Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating a partnership or a joint venture between the Parties hereto.

31. **Assignment.** This Agreement shall not be assigned by either Party hereto without the express written consent of the other Party and upon any terms or conditions asserted by

the consenting Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, legal representatives, and court-appointed assigns. If there is an assignment by a Party without the consent of the other Party, the assigning Party remains fully obligated under this Agreement as if there had been no assignment, regardless of any provisions in the assignment instruments or any other provisions.

32. **Severability.** Except as expressly provided to the contrary herein, each section, part, term, or provision of this Agreement shall be considered severable, and if for any reason any section, part, term, or provision herein is determined to be invalid and contrary to or in conflict with any existing or future Laws, such determination shall not impair the operation of or have any other effect on other sections, parts, terms, or provisions of this Agreement as may remain otherwise intelligible and practicable, and such remaining sections, parts, terms, or provisions shall continue to be given full force and effect and bind the Parties hereto, and said invalid sections, parts, terms, or provisions should not be deemed to be a part of this Agreement.

33. **Accord and Satisfaction.** No payment by either Party or receipt by either Party of a lesser amount than that which is owed shall be deemed to be other than on account of such amounts owed to the payee, nor shall any endorsement or statement on any monetary instrument or letter accompanying any monetary instrument or payment by one Party to the other Party be deemed an accord and satisfaction, and either Party may accept such monetary instrument or payment without prejudice to the payee's right to recover the balance of the amounts owed or to pursue any other remedy provided for in this Agreement.

34. **Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Texas without regard to Texas' choice of law provisions, Exclusive venue for litigating disputes arising under this Agreement, each Party reserving their respective privileges, immunities, and defenses to subject-matter jurisdiction, same shall lie in a court sitting in Williamson County, Texas.

35. **Captions.** Captions, titles to sections, and paragraph headings used herein are for convenience of reference and shall not be deemed to limit or alter any provision hereof.

36. **No Arbitration.** City and DOC expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement, or a breach thereof, shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

37. **Non-Appropriation of Fiscal Funding.** This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement effective at the end of any City fiscal year if City's governing body does not appropriate funds sufficient to perform its obligations, if any, under this Agreement as determined by City's budget for the fiscal year in question. City or DOC may effect such termination beginning at the commencement of a fiscal year by giving

the other Party a written notice of termination at or before the end of City's then-current fiscal year.

38. **DOC Disclosure of Interested Persons.** DOC will comply with the registration and filing requirements of Texas Government Code section 2252.908 (Disclosure Of Interested Parties) (commonly referred to as "H.B. 1295") as it may be amended from time to time by following the Texas Ethics Commission's instructions for business entities registration for accounts and filing that are now, together with required forms, online at https://www.ethics.state.tx.us/filinginfo/1295/, but DOC is responsible for this compliance regardless of whether the Commission changes or eliminates online filing materials.

39. **No Boycott of Israel.** Before the Effective Date, DOC must provide to City a written verification, meaning a sworn statement based on personal knowledge of the signing representative of DOC, executed before an authorized person under oath or complying with Texas Civil Practice & Procedure Code section 132.001 (unsworn declaration under penalty of perjury) that, in accordance with Texas Government Code section 2271.002, DOC: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Said section 2271.002 makes submission of this verification a condition precedent of City's authority to enter into this Agreement. In lieu of submitting a separate written verification, DOC's representative may execute this Agreement upon oath administered and attested by notary public or other officer authorized to administer oaths.

40. **Verification Regarding Energy Company Boycotts.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owner hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

41. **Verification Regarding Discrimination Against Firearm Entity or Trade Association.** To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this Agreement

DocuSign Envelope ID: 9347BC39-C5B2-4A3E-9E3C-8213A735865A

against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

42. **City Procurement Policies Followed.** All City procurement policies and procedures have been followed, according to City of Hutto Code of Ordinances Section 2.06.005, and the incorporated City of Hutto Procurement Policy and Procedures document therein.

43. **No Third-Party Beneficiaries.** Except as expressly provided in or required by the indemnification and insurance provisions of this Agreement, there are no third-party beneficiaries under this Agreement.

44. **Instruments Incorporated by Reference and Precedence of Terms.** City's request for proposals ("RFP") for the project embodied in this Agreement and DOC's accepted bid proposal responsive to the RFP (the "Bid"), each of which are attached in Exhibit C to this Agreement are incorporated herein. In the event of any conflict or inconsistency between or among this Agreement, the Bid, the RFP, or any provisions of any of them, these instruments and their respective provisions take precedence over and govern the other instruments in the following order: (1) this Agreement; (2) the Bid; and (3) the RFP.

45. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument when at both Parties have executed at least one counterpart.

SIGNATURE PAGE BELOW

DocuSign Envelope ID: 9347BC39-C5B2-4A3E-9E3C-8213A735865A

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this ___ day of _____, 2023.

CITY

By: DocuSigned by: _____ BEB500A4D5F0477...

James Earp, City Manager

Date: 5/4/2023

For City Attest:

By: DocuSigned by: Angela Lewis 296DAAB08383420...

Angela Lewis, City Secretary

DOC

By: _____

Tim Pioppo, Managing Partner

Date: 4/25/2023

By: _____

Chris Stone, Managing Partner

Date: 4/25/2023

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Agreement signed and sworn to before on behalf me of DOC by _____ this ___ day of 2023 in City of Hutto in Williamson County, Texas; the said representative of DOC being known to me or satisfactorily identified to me, and said representative swears that DOC (1) does not boycott Israel; and will not boycott Israel during the term of the contract; (2) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law; (3) do not boycott energy companies and, will not boycott energy companies during the term of this Agreement.

[SEAL]

_____
Notary Public [printed name]

_____
Signature

MANAGEMENT AGREEMENT
BETWEEN CITY OF HUTTO AND DIRECTORS OF CHAOS, LLC

This Management Agreement ("Agreement") is made and entered into as of _____ ("Effective Date"), by and between the City of Hutto, Texas, a Texas home-rule municipal corporation with principal administrative offices at Hutto City Hall, 500 West Live Oak Street, Hutto, Texas 78634, in Williamson County ("City"), and The Directors of Chaos, LLC, a Texas limited liability company with principal offices at 1801 Lavaca Street #2E, Austin, Texas 78741 in Travis County ("DOC") (together, the "Parties" or, individually, each a "Party").

RECITALS

WHEREAS, City owns the Brushy Creek Amphitheater and related facilities located at 1001 County Road 137, Hutto, Texas 78634 within City limits, ("Amphitheater") and desires to contract for management services for the Amphitheater; and

WHEREAS, City desires to produce entertainment events that celebrate the history and diverse heritage of City, and develop the Brushy Creek Amphitheater.

WHEREAS, DOC provides such event and entertainment management services for both privately and publicly owned facilities; and

WHEREAS, DOC intends to work with City as an independent contractor and non governmental managing agent to help grow local businesses and benefit City residents; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations regarding the Amphitheater;

THEREFORE, the Parties agree:

1. **Engagement of DOC.** City hereby retains and engages DOC to perform the Management Services (defined below) during the Term (defined below), and DOC, upon execution of the Agreement, will perform the Management Services defined below.

2. **Term.** This Agreement shall be effective as of the Effective Date and terminates on December 31, 2025 (the "Termination Date") (this duration the "Initial Term"), unless either terminated sooner as provided in Section 20 or extended by City an additional two (2) fiscal years by providing written notice to DOC at least ninety (90) days prior to the Termination Date ("Option Term"). If City initiates the Option Term, the Termination Date of this Agreement shall become December 31, 2027 unless sooner terminated as provided in Section 20. However certain obligations under this

Agreement survive any termination as specifically provided in this Agreement.

3. **Management Delegation.** For DOC-sponsored or -brokered events ("DOC-sponsored events"), DOC will be solely responsible for any onsite operational needs, notifications to the city, and overall responsibility for the event, reflected in section 6. For City-sponsored or -brokered events, refer to Section 7.

4. **Use of the Property.** City hereby grants to DOC the right to use and occupy the Property during preparation for, execution of, and closeout and clean-up of DOC-sponsored events during the Term for the purposes set forth herein, except as provided below, or where impermissible under any Laws. DOC shall, upon the termination of this Agreement, promptly vacate and surrender the Property to City in the same condition that existed upon execution of the Agreement except for any City-approved changes to the Property and normal wear and tear.

4.1 **Exceptions.** DOC may not stage any event on the Property or off the Property within City limits that would interfere with any City-organized or -planned event ("Protected Events"). Protected Events will include, without limitation, City's annual Fourth of July celebration (on whichever day the event is planned) and any other event of which City provides reasonable advance written notice to DOC. However, the window for such notice shall be assumed closed if a DOC-sponsored event has been explicitly approved by City and DOC has executed performance agreements between DOC and the talent associated with the event.

5. **Ticket Sales Rights and Obligations.** DOC and any City-approved ticket vendor or vendors that DOC may designate is and are granted the rights, exclusive of any right of others except City, to sell tickets to events planned under this Agreement, with the exception of non-ticketed City events.

5.1 An entity other than City that sells any ticket planned as a DOC-sponsored event under this Agreement, will collect $3-per-ticket Facility Fee which will be remitted to the city. Regardless of any designation by DOC and approval by City of designated ticket seller, DOC will remain responsible and liable to City for the conduct of such ticket sellers including, without limitation, or proper disposition of and accounting for ticket sales and receipts and compliance with all applicable Laws.

5.2 Except for City staff who are required for the operation or safety of the events at the Amphitheater, as approved by the City Manager or designee, any City officials, officers, any employees, and their respective family and guests, who attend an event at the Amphitheater for which DOC or its designated ticket sellers are authorized to sell tickets, must purchase tickets for the event at the same price as that for which tickets are offered to the public, except to the extent

that DOC and the City Manager or designee otherwise agree in writing not inconsistently with Laws and City policies, which agreement will be a public record and promptly sent to the City Council by the City Manager.

DOC OBLIGATIONS ("MANAGEMENT SERVICES")

6. **Scope of Services.** DOC's Management Services obligations for DOC-sponsored events are set forth in this Section 6. DOC's Management Services obligations for City-sponsored and brokered events are set forth in Section 7. DOC will operate the Amphitheater and Property consistent with the Recitals, Laws, and City policies, and appropriate operating policies that DOC may adopt. Subject to the terms of this Agreement and applicable Laws DOC shall have the authority and responsibility to provide the following services:

6.1 Organize and conduct a target of up to eight (8) community-oriented concerts, cultural events, and/or family-friendly events for the calendar year 2024. These events will not exceed four thousand (4,000) tickets each, and in tandem with the capabilities of current onsite parking. Such negotiations to occur on an appropriate timeline to both review the previous year, and plan for the future. If additional events or higher capacity targets have been identified, DOC will submit for additional consideration and approval;

6.2 Work in coordination and consultation with City staff respecting the Property;

6.3 Create and implement all lawful policies and standards applicable to the Property, and ticket sales;

6.4 Manage and supervise all DOC-sponsored event operations of the Amphitheater, including but not limited to, cleaning and maintenance, staffing for events, training for operations, food and beverage services, installation, and training regarding safety and health measures, payroll, accounting, and financial reporting;

6.5 Identify and contract with promoters, promotional entities, event organizers, and/or artists, when applicable, subject to city approval, and execute agreements and riders

6.6 Use commercially best efforts to contract with talent that considers appropriate noise levels and further, instruct talent to operate under City ordinances and policies (including but not limited to City of Hutto Code of Ordinances Article 14.03) regarding such noise levels; implement best commercially reasonable efforts to direct majority of sound to the center of the Amphitheater or, within the Property for events staged outside the Amphitheater, and to reduce sound levels outside of Amphitheater. Acceptable noise levels will conform to the results of the noise abatement study, requiring events to operate at a maximum

decibel level of 85db, measured at the street, CR 137. If there has been no noise abatement study results covering the vicinity of the Property published within one calendar year before the Effective Date, and if, regarding noise abatement, DOC materially breaches this agreement or shows gross negligence regarding such abatement, DOC will commission such study at its own expense if is wishes to obtain one for use as a benchmark or if there are noise complaints from residents or businesses near the Property during the Term, including any renewals or extensions of the Term. The methods used and the results of any noise abatement study that includes the vicinity of the Property will be public records;

6.7 Identify and solicit sponsors, subject to City approval to review, approve and refuse any sponsors or sponsorship contract; use commercially best efforts to ensure sponsorship opportunities for local City businesses;

6.8 Keep the Amphitheater and Property in commercially good order, including, without limitation, cleaning the Property promptly after events.

6.9 Create the "event experience" using tools such as lighting, staging, backlining, and promotion, while considering lawful and appropriate noise levels for both City and for residents and businesses near the Property and other potentially affected individuals and entities;

6.10 Organize, contract, and subcontract videographers, food and catering through a licensed concessionaire, retail and other entertainment for ticket holders (such as games and photo booths), and other vendors as necessary, limited by Section 9, and use commercially best efforts to ensure vendor opportunities for local City businesses, and block out a percentage of sales space for such businesses;

6.11 Create appropriate signage; provide mobile restrooms, fans, misters, water drinking facilities, onsite barricades, and fencing as necessary;

6.12 Hire or contract for, train, and supervise all vendors, employees and other individuals and entities required to fulfill DOC's responsibilities;

6.13 Manage payment of, and pay, all event operating expenses;

6.14 Acquire all goods and services necessary to fulfill responsibilities;

6.15 Market the Amphitheater to achieve targeted objectives utilizing a transactional-based website. The marketing plan will include email, text, and social media–based communication. Advertising will adopt various media tools including Google Ads or similar media unless City otherwise directs. DOC will review,

and update as necessary, specific social media tools at least annually;

6.16 Obtain licenses and other operating permits, including, without limitation, all required City special event permits, special exception noise permits, and county health and TABC permits as applicable;

6.17 Provide Adequate Emergency and Security at the Property. DOC shall coordinate with City and other local first responders to implement all necessary and appropriate emergency measures for the Property to ensure adequate and timely police, fire, medical, and other potential emergency precautions, training, and responses, including, without limitation, installation, training for use, and maintenance of standing precautionary safety and health measures such fire alarms, fire extinguishers, fire hose points and hydrants, fire sprinklers, first aid stations, misters, cardiac defibrillators and other medical equipment, deployment of traffic and security personnel and equipment, establishing and maintaining toilet, diaper changing, hand-washing, and hydration facilities, and marking and maintaining adequate evacuation exit and emergency evacuation and shelter routes and locations. Where necessary and in accordance with applicable City policies and procedures, DOC may at its own expense hire or contract for appropriately trained and equipped private personnel or off-duty government personnel for security or other emergency services to the extent such are not provided by City or other governmental entities, and will reimburse governmental entities for use of their personnel and equipment to the extent required by Laws;

6.18 Promptly provide to City upon written request all City certificates of insurance evidencing insurance coverage as required by this Agreement and, upon written request of City permit City representatives, which may but need not include independent auditors, to inspect and copy any insurance policies and related documents covering DOC's risks as required by this Agreement;

6.19 Secure, or ensure that performers, their representatives, or others secure, any needed license or other permission from copyright holders to perform, broadcast, and record any works or performances at the Property, and pay, or ensure that performers, their representatives, or others pay, any royalties due to any copyright holders respecting any event at the Property, and not infringe, and ensure that no performer or performer's representative or affiliate infringe, at the Property or in connection with any advertising, or ticket sales relating to events, including anticipated future events, at the Property, on any copyright, trademark, service mark, patent, or other intellectual property rights or interests of City or of others.

7. **Scope of Services.** DOC's Management Services obligations for City-sponsored and brokered events are set forth in this Section 7. DOC will operate the Amphitheater and Property consistent with the Recitals, Laws, and City policies, and appropriate operating policies that DOC may adopt. Subject to the terms of this Agreement and

applicable Laws, DOC shall have the authority and responsibility to provide the following services:

7.1 City may exercise its right to retain management, coordination, or concessions services rendered by DOC for their internal events and City brokered rentals. If services are desired, DOC will charge a contractor fee, per Exhibit [A], for management, coordination, staffing, etc., and a revenue share if the DOC is acting as the concessionaire for the event. If services are desired, in addition this Section 7, DOC agrees to follow all elements of Section 6 that are applicable to their contracted duties;

7.2 Work in coordination and consultation with City staff respecting the Property;

7.3 Implement all lawful policies and standards applicable to the Property;

7.4 Keep the Amphitheater and Property in commercially good order, including, without limitation, cleaning the Property promptly after events;

7.5 Hire or contract for, train, and supervise all vendors, employees and other individuals and entities required to fulfill DOC's responsibilities;

7.6 Acquire all goods and services necessary to fulfill responsibilities;

8. **Financial Management.**.

8.1 **Financial Reporting.** During the Term, DOC shall provide, in a format reasonably specified by City, both a reasonably accurate, detailed financial statement within 15 days following each event which DOC is involved, whether a DOC-sponsored event, or contracted for services per Section 7.

8.2 **Financial Records and Inspection.** DOC shall maintain a set of all financial, vendor, and operating records relating to the Amphitheater at the Property. At any time during the Term, City shall have the right, after three (3) business days prior written notice to DOC, to inspect the books, records, invoices, deposits, canceled checks, and other financial data or transactions of the Amphitheater at reasonable times and during normal business hours; provided, however, City shall try not to disrupt in the operations of the Amphitheater in connection with such inspections. Notwithstanding the preceding, such inspection rights shall not extend to any inspection of DOC corporate records at its corporate office unless they contain information relating to the operations of the Amphitheater that is not commercially reasonably available from other sources, or any records relating to any other projects or locations, except to the extent that records pertaining to the operation of the Amphitheater are consolidated or commingled

with such corporate records City may inspect regarding the Property, and any fixtures, equipment or machinery owned by City that is used for or located on the Property after three (3) business days prior written notice to DOC, or immediately without notice in emergencies or as required in the interests of public health or safety. City may question and communicate with its own officers and employees at any time upon any subject allowed by Laws, and DOC will not seek to impose any non-disclosure agreements or policies that purport to impede such communications. DOC will not seek to inhibit or prevent its own officers, employees, or other agents from communicating respecting violations of this agreement or of any Laws to the City or other governmental authority. Upon expiration or termination of this Agreement, DOC will promptly turn over all records pertaining to the Property or any portion of the Property to City; however, DOC may retain copies.

9. **Environmental Remediation.** Throughout the Term, if DOC becomes aware of the presence of any Hazardous Waste as defined in title 30 of the Texas Administrative Code, chapter 335 or in title 40 of the Code of Federal Regulations, part 263, whichever definition is more inclusive, in a quantity sufficient to require remediation or reporting under any Laws in, on, above, or under the Property, or if either Party or all or any portion of the Property becomes subject to any order of any federal, state or local agency or court to investigate, remove, remediate, repair, close, detoxify, decontaminate or otherwise clean up the any portion of the Property or the air above it, DOC shall, at City's request, use all commercially reasonable efforts, or any more onerous legally required efforts, to carry out and complete any such investigation, removal, remediation, repair, closure, detoxification, decontamination or other cleanup; provided that such remediation activities shall be at DOC's expense to the extent such activities are required solely as a result of DOC's negligent, knowing, reckless, or intentional actions or omissions; at City's sole expense if such activities are caused solely by City's negligent, knowing, reckless, or intentional actions or omissions and if neither Party is solely responsible, then the Parties will share expenses of such activities in proportion to their respective fault. The Parties will negotiate respecting contribution between themselves and to or from non-Parties for activities caused by non-Parties, and whether to seek remedies against non-parties respecting hazardous waste. The indemnity, hold-harmless, and defense provisions in Section 18 apply to Hazardous Waste-related liability. The responsibilities under this Section 8 for investigation, removal, remediation, repair, closure, detoxification, decontamination or other cleanup of Hazardous Waste that was ordered during while this Agreement was in effect or that results from Hazardous Waste that arrived on, under, or over the Property while this Agreement was in effect, will survive the termination of this Agreement.

CITY OF HUTTO OBLIGATIONS

10. **Make Ready.** City will "Make Ready" (defined below) the Property, structurally and non-structurally, in good repair excepting normal wear and tear, and in compliance with applicable Laws. If City materially fails to Make Ready Property thirty (30) calendar days after DOC provides written notice to City of such failure, including full description

of the failure, and cost estimate for completion, unless City terminates this Agreement within that thirty-day period, DOC is authorized to make minimal repairs or modifications necessary to bring the Amphitheater and Property to reasonably acceptable condition at no additional expense to City except to any extent to which City agrees to supplement Agreement funding and appropriates such amount for that purpose. To Make Ready includes:

10.1 **Safe Entry and Exit.** Providing safe entry, exit, and return to, on and from the Property including to and from the Amphitheater, and including roadways for vehicles to enter, park, and exit safely; and

10.2 **Operational Water and Electrical.** Ensuring all electrical equipment and water facilities are operational.

11. **Evacuation Plan.** City will provide an evacuation plan, identifying appropriate signage locations. However, DOC is responsible, for DOC-sponsored events and any event DOC has agreed to be responsible for, providing, posting, and maintaining all signage tied to pedestrian and vehicular traffic flow, entry and exit, and alcohol and firearms; road barrier supply and placement; and traffic control plans, and all other plans

12. **Profits.** All proceeds from all sources, less applicable expenses and commissions ("Net Profits") shall be accounted for and paid to City monthly; said accounting to include a detailed profit and loss statement (including backup materials) and provided to City. The Parties will confer respecting any disagreements regarding such profits, payments, or accounting for a reasonable time (at least ten (10) business days) before pursuing any remedies respecting the same. City and DOC shall generally divide net profit as under this Agreement as follows:

12.1 **DOC Events.** City and DOC shall divide net profit as under this Agreement as follows for any events generated by the DOC: allocating 85% to DOC and 15% to City including as net profits: proceeds from all food and beverage sales, ticket sales, parking charges, rentals, and all other income sources related to events on the Property.

12.2 **City Events / City Brokered Events.** 100% of any revenue, including, parking, ticket, rental, or sponsorship revenue will flow to the city. If DOC is to manage an event, a contractor fee, per Exhibit [A], will be paid to DOC to provide services and act as management / consultant on City behalf. If DOC operates as the concessionaire on property, net profit will be divided as follows: 70% to DOC, 30% to City from any concessions.

12.3 **Sponsorships.** 100% of all revenue deriving from sponsorships generated by the City shall be awarded to the City. For any DOC generated sponsorships, after fees and commissions, net profit will be divided as follows - 80% to DOC, 20% to City.

REPRESENTATIONS AND WARRANTIES

13. **City's Representations and Warranties.** City makes the following representations and warranties to DOC, which representations and warranties shall unless otherwise stated herein, survive the termination of this Agreement:

13.1 **Authorization.** City is a home-rule municipal corporation duly organized, validly existing, and in good standing under the laws of Texas with full power and authority to enter into this Agreement. The making, execution, delivery, and performance of this Agreement by City has been duly authorized and approved by all requisite actions, and this Agreement has been duly executed and delivered by City and constitutes a valid and binding obligation of City, enforceable by its terms.

13.2 **Performance and Execution.** Neither performance of this Agreement, nor the execution and delivery of said performance, will result in any breach of, or constitute any default under, any agreement or other instrument to which City is a party, or by which it may be bound.

13.3 **Ownership Rights.** City currently owns and possesses, and shall retain during the Term, all of the property interests in the Amphitheater and the Property necessary to enable DOC to perform its duties under this Agreement peaceably and quietly. Such City property interests shall include all trade names and logos City uses or may during the Term used in the operation of the Property.

14. **DOC's Representations and Warranties.** DOC makes the following representations and warranties to City, which representations and warranties shall, unless otherwise stated herein, survive the termination of this Agreement:

14.1 **Authorization.** DOC is a limited liability company duly organized, validly existing, and in good standing under the laws of Texas and authorized to transact business in Texas, with the full corporate power to enter into this Agreement and execute all documents required hereunder. The making, execution, delivery, and performance of this Agreement by DOC has been duly authorized and approved by all requisite actions of the board of directors, members, or other governing body of DOC, and this Agreement has been duly executed and delivered by DOC and constitutes a valid and binding obligation of DOC, enforceable in accordance with its terms.

14.2 **Performance and Execution.** Neither performance of this Agreement, nor the execution and delivery of this Agreement will result in any breach of, or constitute any default under, any agreement or other instrument to which DOC is a party, or by which it may be bound.

14.3 **Accuracy of Bid Information.** DOC represents that all information stated in its proposed bid is and remains true and correct, including stated qualifications and

knowledge, descriptions of experience, including years and areas of expertise, disclosure of any conflicts of interest in accordance with Texas Local Government Code Chapter 176, and all other relevant material information.

14.4 **Insurance Representations.** DOC represents they will retain insurance relevant to the needs of each event, and require any DOC-sponsored or -brokered party to retain necessary insurance requirements, per Section 15.

INSURANCE, LIABILITY, INDEMNIFICATION

15. **Required Coverage.** For all DOC-sponsored events, DOC will require any event contractor or provider to purchase and maintain insurance coverage on a per claim basis (under an "occurrence" policy form) with an insurance company or companies in the amount described below, insuring statutory workers compensation for occupational diseases and injuries sustained by or death resulting to employees or subcontractors as required by law, and DOC and/or City's liability for any property damage, bodily injuries or death sustained by any person(s) in any manner caused by, arising from, or related to DOC's scope of duties under this Agreement (both under Sections 4-9 and any other section creating duties herein), regardless of whether alleged injury or damage was caused or alleged to be caused in whole or in part by the conduct of DOC or City. City will be named as an additional insured by endorsement to the above-described policies to the extent permitted by Laws. As a condition of DOC's Agreement obligations, prior to commencing Agreement work, DOC shall secure from City proof of a Certificate of Insurance, certifying existence of all coverage required hereunder. All insurance policies shall waive any and all rights of subrogation against City pursuant to Section 16.1.2. The coverage available shall not be less than the limits set forth below. Exclusions and deductibles must be approved by City. DOC will not amend or cancel coverage, or allow coverage to be amended or canceled, without thirty days written notice to City.

15.1 Without limiting Section 16, the DOC agrees to require, and/or secure and maintain themselves per Section 14.4, the following insurance from event organizers at the coverage limits specified:

15.1.1 **Worker's Compensation Insurance.** In accordance with the laws of the State of Texas, statutory requirements must be evidenced in a certificate inclusive of limits in the amount of $1,000,000 employer's liability each accident, $1,000,000 each employee, and $1,000,000 policy limit.

15.1.2 **General Business Liability.** Required limits are $2,000,000 per occurrence and $4,000,000 in the aggregate.

15.1.3 **Automobile Liability.** Combined bodily injury and property damage liability with a combined single limit of $1,000,000.

15.1.4 **Force Majeure Insurance.** Sufficient insurance coverage to cover event organizers will be highly suggested. Outside entities that are solely financially responsible for the event will have the option to protect their revenue at their discretion.

15.1.5 **Errors and Omissions Coverage.** Coverage of members, management, employees, and any ticket agents and other contractors and agents to include for failure to perform any obligation under this Agreement or for materially breaching this agreement at a minimum of $50,000 per occurrence and $1,000,000 overall.

15.2 **Waiver of Subrogation.** DOC waives its insurers' rights of subrogation against City and against any City officials, officer, employees, or property, and will notify each of its insurers of this waiver, and will cause any and all applicable certificates of insurance to include this waiver.

16. **DISCLAIMER OF LIABILITY. NEITHER CITY NOR ANY OF ITS PROPERTY, OFFICIALS, OFFICERS, EMPLOYEES OR AGENTS ("CITY-RELATED PARTIES") WILL BE LIABLE OR RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY TO ANY PERSON OR TO ANY PROPERTY, INCLUDING INTELLECTUAL PROPERTY, OF DOC OR DOC'S EMPLOYEES, OFFICERS, DIRECTORS, SUCCESSORS, ASSIGNS, SUCCESSORS, TRUSTEES, CREDITORS, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, VENDORS, INVITEES OR ALL OTHER PERSONS PERFORMING SERVICES OR SUPPLYING GOODS ON DOC'S BEHALF, RESULTING FROM ANY CAUSE WHATSOEVER.**

17. INDEMNIFICATION. **DOC SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY AND CITY-RELATED PARTIES FROM ALL LIABILITY, LOSS, DAMAGE, COST, OR EXPENSE (INCLUDING, WITHOUT LIMITATION, PENALTIES AND PUNITIVE DAMAGES, AND COSTS AND EXPENSES FOR COMPLYING WITH ANY ADMINISTRATIVE COURT ORDER OR JUDGMENT, ACTUAL AND REASONABLE ATTORNEYS' FEES AND LITIGATION EXPENSES) CAUSED BY THE NEGLIGENT, KNOWING, WILLFUL, RECKLESS, OR INTENTIONAL ACTS OR OMISSIONS OF DOC (OR OF ITS OFFICERS, DIRECTORS, AGENTS,**

EMPLOYEES, REPRESENTATIVES, CONTRACTORS AND OTHERS FOR WHOM DOC IS RESPONSIBLE, AND SUCCESSORS AND ASSIGNS), TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT TO THE EXTENT SUCH ACTS OR OMISSIONS WERE DIRECTED OR APPROVED BY CITY, OR SUCH LIABILITIES WERE CAUSED BY CITY'S WILLFUL OR CRIMINAL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD. DOC'S DUTY TO INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY AND CITY-RELATED PARTIES SHALL EXTEND TO ALL CLAIMS FOR LIABILITY, LOSS, DAMAGE, COST, OR EXPENSES, INCLUDING EXPENSES RELATED TO COMPLYING WITH ANY ADMINISTRATIVE OR COURT ORDER OR JUDGMENT, ARISING FROM OR RELATING TO ANY EVENT PLANNED EVENT OR OCCURRENCE AT THE PROPERTY, INCLUDING TICKET SALES AND ADVERTISING, TAKING PLACE BEFORE, DURING, OR AFTER THE TERM. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, DOC WILL NOT SETTLE ANY CLAIM OR LITIGATION COVERED BY THE OBLIGATIONS IN THIS SECTION WITHOUT THE CONSENT OF CITY. CITY RESERVES THE RIGHT TO APPROVE ANY ATTORNEYS SELECTED BY DOC TO DEFEND AS TO SUCH CLAIMS OR LITIGATION. CITY MAY, AT ITS OWN EXPENSE, RETAIN ITS OWN COUNSEL FOR SUCH MATTERS TO SUBSTITUTE FOR OR ASSIST LAWYERS RETAINED BY DOC FOR SUCH MATTERS. THESE DEFENSE, HOLD-HARMLESS, AND INDEMNIFICATION OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

DEFAULT, TERMINATION, CURE

18. **Default. Neither Party waives any defenses or immunities in connection with any default under this Agreement.** The occurrence of any one or more of the following events which is not cured within the specified cure period, if any, shall constitute a default under this Agreement (hereinafter referred to as an "Event of Default"):

18.1 **Failure to Pay Sums Due.** Either Party's failure to pay any sums payable under this Agreement when and as the same shall become due and payable and such failure shall continue for a period of thirty (30) calendar days after written notice (specifying the item not paid, and the amount in arrears and due date) thereof from the other Party to the defaulting Party. However, if City's failure to pay is due to funds being unavailable or not timely appropriated, then such is not an event of default.

18.2 **Failure to Comply.** Either Party's material breach of this Agreement or failure to comply with any of the covenants, agreements, terms, or conditions contained in this Agreement other than nonpayment of money, and such breach or failure shall continue for a period of ten (10) business days after written notice thereof from the other Party specifying in detail the nature of such breach or failure and when

any performance was due. There will be no cure period for a breach or failure that is not curable. If any such breach or failure is curable but cannot with due diligence be cured within such ten-day period, if the potentially defaulting Party begins promptly and diligently to cure the same and thereafter diligently prosecutes curing such breach or failure, the time within which the failure may be cured shall be extended for such period as agreed upon in writing by the Parties up to an additional 30 calendar days. However, if any such failure other than non-

payment of money occurs within ten (10) business days before a scheduled entertainment event under this Agreement, the defaulting Party shall have forty-eight (48) hours to cure such failure, unless otherwise agreed upon in writing by both Parties.

18.3 **Insolvency.** Subject to the applicability, if any, of title 11, United States Code, section 525(a), if either Party applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property; is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature; makes a general assignment for the benefit of creditors; is adjudicated as bankrupt or insolvent; or files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by said party for the purpose of effecting any of the foregoing, and such event is not cured within thirty (30) calendar days.

18.4 **Force Majeure.** To the extent that a breach or failure that would become an Event of Default if not timely cured is caused by a Force Majeure Event ("FME"), or renders timely performance or cure by the potentially defaulting Party objectively impossible, the applicable cure period for curing such default will be extended beyond any applicable cure period that had run before the FME for the duration of the such FME up to a maximum of forty (40) business days plus ten (10) business days, so that cure would be due after the expiration of the original cure period, plus the time during which performance was impossible due to an FME up to forty (40) business days, plus ten (10) business days. However, an FME will not extend any cure period if the potentially defaulting Party could with due diligence have anticipated the FME and taken commercially reasonable steps that would have avoided impossibility of timely performance or timely cure, and such failure of due diligence also renders the potentially defaulting Party ineligible for the additional ten (10) business days to cure after what would have been the cure extension during the FME. This Section does not create a cure period for a non-curable failure or breach.

19. **Termination.** This Agreement shall terminate upon the occurrence of any of the events set forth below:

19.1 **Event of Default.** Upon the occurrence of an Event of Default provided in Section 19, the non-defaulting Party shall have the right to terminate this Agreement by delivering a written notice of default and termination, which

will terminate this Agreement immediately or, if there is an applicable cure period, and the non-defaulting Party has delivered a notice of default and demand to cure to the defaulting Party, and the defaulting Party has not cured the event of default during the applicable cure period, then the when the non-defaulting Party delivers a notice of termination by reason of default, this delivery immediately terminates this Agreement;

19.2 **Term Expiration.** Upon the expiration or termination of this Agreement according to its terms as specified in Section 2;

19.3 **City Termination for Convenience.** Upon sixty (60) calendar days, or such longer period as the notice may state, after City delivers to DOC a written notice of termination for convenience.

19.4 **Mutual Termination.** Upon both Parties' agreement in writing to terminate this Agreement.

20. Additional Termination Provisions

20.1 After termination of this Agreement, except to the extent of money owed by City that was not budgeted or appropriated, all sums owed by either Party to the other for actions taken, for goods or services provided, of for expenses incurred, including, without limitation, proceeds from ticket sales, shall be paid within thirty (30) calendar days after such termination, and either Party may demand such payment, including, in the occurrence of an Event of Default, all costs, damages, expenses, prejudgment interest, and reasonable attorneys' fees arising from such Event.

20.2 Without prejudice to later termination after the occurrence of an uncured Event of Default and expiration of any applicable cure period either Party may, in addition to or instead of termination seek specific performance of non-monetary obligations, or injunctive relief or declaratory relief , as to remaining performance other than non-monetary obligations, in addition to any other remedy authorized by law. No remedy granted to City is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, or by statute. No delay or omission by City to exercise any right accruing upon an Event of Default shall impair City's exercise of any right or shall be construed to be a waiver of any rights or Events of Default or acquiescence to it.

IN NO EVENT SHALL CITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OR NON-PERFORMANCE HEREUNDER,

20.3 If after the expiration of any permitted notice and cure period, a Party hereto shall have failed to cure any default other than a monetary default, in the performance of any representation, covenant, or obligation on its part to be performed, then the other Party may, at any time thereafter until this Agreement is terminated, without further notice, perform the same for the account and at the expense of the other Party.

20.4 Parties will negotiate regarding amounts and timing for any renewal or extension of this Agreement. On written request of either Party, the Parties may engage in non-binding mediation at the sole expense of the Party requesting mediation, respecting funding amounts and timing for contract renewals or extensions, or other issues. However, if funds become unavailable or not timely appropriated for any portion of the Term or for any renewed or extended term, DOC may cease performing under this Agreement and either Party may terminate this Agreement if provided by Section 20.

MISCELLANEOUS

21. **Notice.** Any notices or other communications required or permitted hereunder shall be sufficiently delivered if in writing and either, delivered personally, sent by certified mail (return receipt requested), or sent by nationally recognized overnight mail or courier service (delivery receipt requested) addressed as shown below, or to such other address as the Party concerned may substitute by written notice to the other.

CITY
City of Hutto
Attention: City Manager
500 W. Live Oak Street
Hutto, TX 78634

With a copy to:
City Attorney
Bojorquez Law Firm, PC
11675 Jollyville Rd, STE 300
Austin, TX 79759

DOC
Directors of Chaos
Attention: Chris Stone and Tim Pioppo
1801 Lavaca St. Unit 2E
Austin, TX 78741

With a copy to:
_____
_____
_____
_____

The addresses and addressees may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee given above shall be deemed to continue in effect for all purposes.

However, in emergencies, in addition to alerting first responders if they are needed by calling 9-1-1 or by other appropriate means, each Party will make best efforts to notify the other Party of the relevant information immediately by the most effective and expeditious means available, including, without limitation, telephone, text message, email, or express delivery, followed by formal notice as provided in this Section.

22. **Naming Rights.** Naming rights to the Amphitheater are frozen.

23. **Licenses, Permits, and Accreditations.** DOC shall apply for and use its commercially reasonable efforts to obtain and maintain, in City's name (or, if otherwise required by applicable law, in DOC's name) and as an operating expense, all licenses, permits, and accreditations required in connection with the management and operation of events at the Amphitheater. City will cooperate with DOC in obtaining such licenses, permits and

accreditations.

24. **Legal Action.** Neither Party may commence any litigation including administrative proceeding by or on behalf of the other Party or property of the other Party without the prior written consent of that other Party, including such commencement by DOC on behalf of any interest in any of the Property.

25. **Emergency Expenditures.** In the event an emergency condition is impending or exists in, on, under, above, or about the Property of which DOC is aware and which, in DOC's sole and absolute discretion, requires immediate action to preserve and protect the Property, to better assure the Amphitheater's continued operation, or to protect any individual, DOC is authorized to take all steps and to make all reasonable expenditures necessary to prevent, mitigate, repair and correct any such condition. However, City at its sole discretion may intervene and assume any such remedial measures, or limit or change the measures that DOC is taking or omitting in the interests of public safety or health.

26. **Compliance with Laws.** DOC will (1) comply in all material respects with all Laws, applicable to the use, operation, maintenance, repair and restoration of the Property, including, without limitation, the Amphitheater, whether or not compliance therewith shall interfere with the use and enjoyment of the Property; and (2), except for those which are the obligation of City or City's separate contractors, procure, maintain and comply with all licenses and other authorizations required for any use of the Amphitheater and Property then being made, and for the operation and maintenance of the Property or any part thereof. If at any time during the Term DOC is notified or determines that repairs, additions, changes, or corrections in the Property of any nature shall be required by reason of any Laws, DOC shall notify City and request City's consent to take all reasonable steps and to make all reasonable expenditures necessary to make any such repairs, additions, changes or corrections.

27. **Exhibits and Recitals.** All Exhibits attached hereto are incorporated herein by this reference as if fully set forth herein. If any Exhibits are subsequently changed by the mutual written agreement of the Parties, the Exhibits shall be modified to reflect such change or changes and dated and initialed by the Parties. In addition, the above Recitals are also incorporated herein.

28. **Entire Agreement and Amendments.** This Agreement and the Exhibits hereto embody the entire agreement and understanding between the Parties relating to the subject matter hereof and supersede all prior representations, agreements, and understandings, oral or written, relating to such subject matter. This Agreement may not be amended or modified in any way except by an instrument in writing executed by both Parties.

29. **No Partnership or Joint Venture.** Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating a partnership or a joint venture between the Parties hereto.

30. **Assignment.** This Agreement shall not be assigned by either Party hereto without the express written consent of the other Party and upon any terms or conditions asserted by the consenting Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, legal representatives, and court appointed assigns. If there is an assignment by a Party without the consent of the other Party, the assigning Party remains fully obligated under this Agreement as if there had been no assignment, regardless of any provisions in the assignment instruments or any other provisions.

31. **Severability.** Except as expressly provided to the contrary herein, each section, part, term, or provision of this Agreement shall be considered severable, and if for any reason any section, part, term, or provision herein is determined to be invalid and contrary to or in conflict with any existing or future Laws, such determination shall not impair the operation of or have any other effect on other sections, parts, terms, or provisions of this Agreement as may remain otherwise intelligible and practicable, and such remaining sections, parts, terms, or provisions shall continue to be given full force and effect and bind the Parties hereto, and said invalid sections, parts, terms, or provisions should not be deemed to be a part of this Agreement.

32. **Accord and Satisfaction.** No payment by either Party or receipt by either Party of a lesser amount than that which is owed shall be deemed to be other than on account of such amounts owed to the payee, nor shall any endorsement or statement on any monetary instrument or letter accompanying any monetary instrument or payment by one Party to the other Party be deemed an accord and satisfaction, and either Party may accept such monetary instrument or payment without prejudice to the payee's right to recover the balance of the amounts owed or to pursue any other remedy provided for in this Agreement.

33. **Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Texas without regard to Texas' choice of law provisions, Exclusive venue for litigating disputes arising under this Agreement, each Party reserving their respective privileges, immunities, and defenses to subject-matter jurisdiction, same shall lie in a court sitting in Williamson County, Texas.

34. **Captions.** Captions, titles to sections, and paragraph headings used herein are for convenience of reference and shall not be deemed to limit or alter any provision hereof.

35. **No Arbitration.** City and DOC expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement, or a breach thereof, shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

36. **Non-Appropriation of Fiscal Funding.** This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement effective at the end of any City fiscal year if City's governing body does not appropriate funds sufficient to perform its obligations, if any, under this Agreement as determined by City's budget for the fiscal year in question. City or DOC may effect such termination beginning at the commencement of a fiscal year by giving the other Party a written notice of termination at or before the end of City's
then-current fiscal year.

37. **DOC Disclosure of Interested Persons.** DOC will comply with the registration and filing requirements of Texas Government Code section 2252.908 (Disclosure Of Interested Parties) (commonly referred to as "H.B. 1295") as it may be amended from time to time by following the Texas Ethics Commission's instructions for business entities registration for accounts and filing that are now, together with required forms, online at https://www.ethics.state.tx.us/filinginfo/1295/, but DOC is responsible for this compliance regardless of whether the Commission changes or eliminates online filing materials.

38. **No Boycott of Israel.** Before the Effective Date, DOC must provide to City a written verification, meaning a sworn statement based on personal knowledge of the signing representative of DOC, executed before an authorized person under oath or complying with Texas Civil Practice & Procedure Code section 132.001 (unsworn declaration under penalty of perjury) that, in accordance with Texas Government Code section 2271.002, DOC: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Said section 2271.002 makes submission of this verification a condition precedent of City's authority to enter into this Agreement. In lieu of submitting a separate written verification, DOC's representative may execute this Agreement upon oath administered and attested by notary public or other officer authorized to administer oaths.

39. **Verification Regarding Energy Company Boycotts.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owner hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section

2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

40. **Verification Regarding Discrimination Against Firearm Entity or Trade Association.** To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or
firearm trade association, and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

41. **City Procurement Policies Followed.** All City procurement policies and procedures have been followed, according to City of Hutto Code of Ordinances Section 2.06.005, and the incorporated City of Hutto Procurement Policy and Procedures document therein.

42. **No Third-Party Beneficiaries.** Except as expressly provided in or required by the indemnification and insurance provisions of this Agreement, there are no third-party beneficiaries under this Agreement.

43. **Instruments Incorporated by Reference and Precedence of Terms.** City's request for proposals ("RFP") for the project embodied in this Agreement and DOC's accepted bid proposal responsive to the RFP (the "Bid"). In the event of any conflict or inconsistency between or among this Agreement, the Bid, the RFP, or any provisions of any of them, these instruments and their respective provisions take precedence over and govern the other instruments in the following order: (1) this Agreement; (2) the Bid; and (3) the RFP.

44. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same

instrument when at both Parties have executed at least one counterpart.

SIGNATURE PAGE BELOW

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this day of _____, 2024.

CITY

By: _____

James Earp, City Manager

Date: _____

For City Attest:

By: _____

Angela Lewis, City Secretary

DOC

By: _____

Tim Pioppo, Managing Partner

Date: _____

By: _____

Chris Stone, Managing Partner

Date: _____

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This Agreement signed and sworn to before on behalf me of DOC by _____this __ day of 2024 in City of Hutto in Williamson County, Texas; the said representative of DOC being known to me or satisfactorily identified to me, and said representative swears that DOC (1) does not boycott Israel; and will not boycott Israel during the term of the contract; (2) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law; (3) do not boycott energy companies and, will not boycott energy companies during the term of this Agreement.

[SEAL]

_____ Notary Public [printed name]

_____ Signature

Exhibit A - DOC Contractor Fee Schedule

Outlines various packages for DOC contractor fees, utilized for city sponsored, select community events, and events outside of Brushy Creek Amphitheater

For events that the City brokers or brings in:
20% of rental fees, added on top of rental cost:
Example - $3,600 for Amphitheater and Parking Lot + 20% Contractor Fee to Doc at $720 = $4,320 Total
Where day of show staffing costs are built into the rental model
Plus percentage of concessions and alcohol, as the concessionaire entity

For events that the city is the promotional entity:
10% of overall budget
Plus day of show staffing costs and percentage of concessions and alcohol, as concessionaire entity (Reference Exhibit B)

For very small events with City involvement:
We can also offer hourly models at $30/hr per employee required for consulting and planning phases, plus day of show staffing costs and concession split.

Additional structures may be discussed based on scope and size of work.

RESOLUTION NO. R-2024-___

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE MANAGEMENT AGREEMENT BETWEEN THE DIRECTORS OF CHAOS, LLC AND THE CITY OF HUTTO FOR EVENT AND ENTERTAINMENT SERVICES AT BRUSHY CREEK AMPHITHEATER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to enter an agreement between The Directors of Chaos, LLC and the City of Hutto, Texas ("City") for event and entertainment services at Brushy Creek Amphitheater; and

WHEREAS, the City desires to continue working with Directors of Chaos to help continue growing the venue and providing our citizens opportunities for local entertainment events; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Management Agreement ("Agreement"), attached as Exhibit A.

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

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

Section 2: The Hutto City Council hereby approves and authorizes the City Manager to execute the 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.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 7th day of March 2024 on vote of __AYES; ___NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

MANAGEMENT AGREEMENT
BETWEEN CITY OF HUTTO AND DIRECTORS OF CHAOS, LLC

This Management Agreement ("Agreement") is made and entered into as of _____ ("Effective Date"), by and between the City of Hutto, Texas, a Texas home-rule municipal corporation with principal administrative offices at Hutto City Hall, 500 West Live Oak Street, Hutto, Texas 78634, in Williamson County ("City"), and The Directors of Chaos, LLC, a Texas limited liability company with principal offices at 1801 Lavaca Street #2E, Austin, Texas 78741 in Travis County ("DOC") (together, the "Parties" or, individually, each a "Party").

RECITALS

WHEREAS, City owns the Brushy Creek Amphitheater and related facilities located at 1001 County Road 137, Hutto, Texas 78634 within City limits, ("Amphitheater") and desires to contract for management services for the Amphitheater; and

WHEREAS, City desires to produce entertainment events that celebrate the history and diverse heritage of City, and develop the Brushy Creek Amphitheater.

WHEREAS, DOC provides such event and entertainment management services for both privately and publicly owned facilities; and

WHEREAS, DOC intends to work with City as an independent contractor and non-governmental managing agent to help grow local businesses and benefit City residents; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations regarding the Amphitheater;

THEREFORE, the Parties agree:

1. **Engagement of DOC.** City hereby retains and engages DOC to perform the Management Services (defined below) during the Term (defined below), and DOC, upon execution of the Agreement, will perform the Management Services defined below.

2. **Term.** This Agreement shall be effective as of the Effective Date and terminates on December 31, 2025 (the "Termination Date") (this duration the "Initial Term"), unless either terminated sooner as provided in Section 20 or extended by City an additional two (2) fiscal years by providing written notice to DOC at least ninety (90) days prior to the Termination Date ("Option Term"). If City initiates the Option Term, the Termination Date of this Agreement shall become December 31, 2027 unless sooner terminated as provided in Section 20. However certain obligations under this

Agreement survive any termination as specifically provided in this Agreement.

3. **Management Delegation.** For DOC-sponsored or -brokered events ("DOC-sponsored events"), DOC will be solely responsible for any onsite operational needs, notifications to the city, and overall responsibility for the event, reflected in section 6. For City-sponsored or -brokered events, refer to Section 7.

4. **Use of the Property.** City hereby grants to DOC the right to use and occupy the Property during preparation for, execution of, and closeout and clean-up of DOC-sponsored events during the Term for the purposes set forth herein, except as provided below, or where impermissible under any Laws. DOC shall, upon the termination of this Agreement, promptly vacate and surrender the Property to City in the same condition that existed upon execution of the Agreement except for any City-approved changes to the Property and normal wear and tear.

4.1 **Exceptions.** DOC may not stage any event on the Property or off the Property within City limits that would interfere with any City-organized or -planned event ("Protected Events"). Protected Events will include, without limitation, City's annual Fourth of July celebration (on whichever day the event is planned) and any other event of which City provides reasonable advance written notice to DOC. However, the window for such notice shall be assumed closed if a DOC-sponsored event has been explicitly approved by City and DOC has executed performance agreements between DOC and the talent associated with the event.

5. **Ticket Sales Rights and Obligations.** DOC and any City-approved ticket vendor or vendors that DOC may designate is and are granted the rights, exclusive of any right of others except City, to sell tickets to events planned under this Agreement, with the exception of non-ticketed City events.

5.1 An entity other than the City that sells any ticket planned as a DOC-sponsored event under this Agreement, will collect $3-per-ticket Facility Fee which will be remitted to the city. Regardless of any designation by DOC and approval by City of designated ticket seller, DOC will remain responsible and liable to City for the conduct of such ticket sellers including, without limitation, or proper disposition of and accounting for ticket sales and receipts and compliance with all applicable Laws.

5.2 Except for City staff who are required for the operation or safety of the events at the Amphitheater, as approved by the City Manager or designee, any City officials, officers, any employees, and their respective family and guests, who attend an event at the Amphitheater for which DOC or its designated ticket sellers are authorized to sell tickets, must purchase tickets for the event at the same price as that for which tickets are offered to the public, except to the extent

that DOC and the City Manager or designee otherwise agree in writing not inconsistently with Laws and City policies, which agreement will be a public record and promptly sent to the City Council by the City Manager.

DOC OBLIGATIONS ("MANAGEMENT SERVICES")

6. **Scope of Services.** DOC's Management Services obligations for DOC-sponsored events are set forth in this Section 6. DOC's Management Services obligations for City-sponsored and brokered events are set forth in Section 7. DOC will operate the Amphitheater and Property consistent with the Recitals, Laws, and City policies, and appropriate operating policies that DOC may adopt. Subject to the terms of this Agreement and applicable Laws DOC shall have the authority and responsibility to provide the following services:

6.1 Organize and conduct a target of up to eight (8) community-oriented concerts, cultural events, and/or family-friendly events for the calendar year 2024. These events will not exceed four thousand (4,000) tickets each, and in tandem with the capabilities of current onsite parking. Such negotiations are to occur on an appropriate timeline to both review the previous year, and plan for the future. If additional events or higher capacity targets have been identified, DOC will submit for additional consideration and approval;

6.2 Work in coordination and consultation with City staff respecting the Property;

6.3 Create and implement all lawful policies and standards applicable to the Property, and ticket sales;

6.4 Manage and supervise all DOC-sponsored event operations of the Amphitheater, including but not limited to, cleaning and maintenance, staffing for events, training for operations, food and beverage services, installation, and training regarding safety and health measures, payroll, accounting, and financial reporting;

6.5 Identify and contract with promoters, promotional entities, event organizers, and/or artists, when applicable, subject to city approval, and execute agreements and riders

6.6 Use commercially best efforts to contract with talent that considers appropriate noise levels and further, instruct talent to operate under City ordinances and policies (including but not limited to City of Hutto Code of Ordinances Article 14.03) regarding such noise levels; implement best commercially reasonable efforts to direct majority of sound to the center of the Amphitheater or, within the Property for events staged outside the Amphitheater, and to reduce sound levels outside of Amphitheater. Acceptable noise levels will conform to the results of the noise abatement study, requiring events to operate at a maximum

decibel level of 85db, measured at the street, CR 137. If there has been no noise abatement study results covering the vicinity of the Property published within one calendar year before the Effective Date, and if, regarding noise abatement, DOC materially breaches this agreement or shows gross negligence regarding such abatement, DOC will commission such study at its own expense if is wishes to obtain one for use as a benchmark or if there are noise complaints from residents or businesses near the Property during the Term, including any renewals or extensions of the Term. The methods used and the results of any noise abatement study that includes the vicinity of the Property will be public records;

6.7 Identify and solicit sponsors, subject to City approval to review, approve and refuse any sponsors or sponsorship contract; use commercially best efforts to ensure sponsorship opportunities for local City businesses;

6.8 Keep the Amphitheater and Property in commercially good order, including, without limitation, cleaning the Property promptly after events.

6.9 Create the "event experience" using tools such as lighting, staging, backlining, and promotion, while considering lawful and appropriate noise levels for both City and for residents and businesses near the Property and other potentially affected individuals and entities;

6.10 Organize, contract, and subcontract videographers, food and catering through a licensed concessionaire, retail and other entertainment for ticket holders (such as games and photo booths), and other vendors as necessary, limited by Section 9, and use commercially best efforts to ensure vendor opportunities for local City businesses, and block out a percentage of sales space for such businesses;

6.11 Create appropriate signage; provide mobile restrooms, fans, misters, water drinking facilities, onsite barricades, and fencing as necessary;

6.12 Hire or contract for, train, and supervise all vendors, employees and other individuals and entities required to fulfill DOC's responsibilities;

6.13 Manage payment of, and pay, all event operating expenses;

6.14 Acquire all goods and services necessary to fulfill responsibilities;

6.15 Market the Amphitheater to achieve targeted objectives utilizing a transactional-based website. The marketing plan will include email, text, and social media–based communication. Advertising will adopt various media tools including Google Ads or similar media unless City otherwise directs. DOC will review,

and update as necessary, specific social media tools at least annually;

6.16 Obtain licenses and other operating permits, including, without limitation, all required City special event permits, special exception noise permits, and county health and TABC permits as applicable;

6.17 Provide Adequate Emergency and Security at the Property. DOC shall coordinate with City and other local first responders to implement all necessary and appropriate emergency measures for the Property to ensure adequate and timely police, fire, medical, and other potential emergency precautions, training, and responses, including, without limitation, installation, training for use, and maintenance of standing precautionary safety and health measures such fire alarms, fire extinguishers, fire hose points and hydrants, fire sprinklers, first aid stations, misters, cardiac defibrillators and other medical equipment, deployment of traffic and security personnel and equipment, establishing and maintaining toilet, diaper changing, hand-washing, and hydration facilities, and marking and maintaining adequate evacuation exit and emergency evacuation and shelter routes and locations. Where necessary and in accordance with applicable City policies and procedures, DOC may at its own expense hire or contract for appropriately trained and equipped private personnel or off-duty government personnel for security or other emergency services to the extent such are not provided by City or other governmental entities, and will reimburse governmental entities for use of their personnel and equipment to the extent required by Laws;

6.18 Promptly provide to City upon written request all City certificates of insurance evidencing insurance coverage as required by this Agreement and, upon written request of City permit City representatives, which may but need not include independent auditors, to inspect and copy any insurance policies and related documents covering DOC's risks as required by this Agreement;

6.19 Secure, or ensure that performers, their representatives, or others secure, any needed license or other permission from copyright holders to perform, broadcast, and record any works or performances at the Property, and pay, or ensure that performers, their representatives, or others pay, any royalties due to any copyright holders respecting any event at the Property, and not infringe, and ensure that no performer or performer's representative or affiliate infringe, at the Property or in connection with any advertising, or ticket sales relating to events, including anticipated future events, at the Property, on any copyright, trademark, service mark, patent, or other intellectual property rights or interests of City or of others.

7. **Scope of Services.** DOC's Management Services obligations for City-sponsored and brokered events are set forth in this Section 7. DOC will operate the Amphitheater and Property consistent with the Recitals, Laws, and City policies, and appropriate operating policies that DOC may adopt. Subject to the terms of this Agreement and

applicable Laws, DOC shall have the authority and responsibility to provide the following services:

7.1 City may exercise its right to retain management, coordination, or concessions services rendered by DOC for their internal events and City brokered rentals. If services are desired, DOC will charge a contractor fee, per Exhibit [A], for management, coordination, staffing, etc., and a revenue share if the DOC is acting as the concessionaire for the event. If services are desired, in addition this Section 7, DOC agrees to follow all elements of Section 6 that are applicable to their contracted duties;

7.2 Work in coordination and consultation with City staff respecting the Property;

7.3 Implement all lawful policies and standards applicable to the Property;

7.4 Keep the Amphitheater and Property in commercially good order, including, without limitation, cleaning the Property promptly after events;

7.5 Hire or contract for, train, and supervise all vendors, employees and other individuals and entities required to fulfill DOC's responsibilities;

7.6 Acquire all goods and services necessary to fulfill responsibilities;

8. **Financial Management.**.

8.1 **Financial Reporting.** During the Term, DOC shall provide, in a format reasonably specified by City, both a reasonably accurate, detailed financial statement within 15 days following each event which DOC is involved, whether a DOC-sponsored event, or contracted for services per Section 7.

8.2 **Financial Records and Inspection.** DOC shall maintain a set of all financial, vendor, and operating records relating to the Amphitheater at the Property. At any time during the Term, City shall have the right, after three (3) business days prior written notice to DOC, to inspect the books, records, invoices, deposits, canceled checks, and other financial data or transactions of the Amphitheater at reasonable times and during normal business hours; provided, however, City shall try not to disrupt in the operations of the Amphitheater in connection with such inspections. Notwithstanding the preceding, such inspection rights shall not extend to any inspection of DOC corporate records at its corporate office unless they contain information relating to the operations of the Amphitheater that is not commercially reasonably available from other sources, or any records relating to any other projects or locations, except to the extent that records pertaining to the operation of the Amphitheater are consolidated or commingled

with such corporate records City may inspect regarding the Property, and any fixtures, equipment or machinery owned by City that is used for or located on the Property after three (3) business days prior written notice to DOC, or immediately without notice in emergencies or as required in the interests of public health or safety. City may question and communicate with its own officers and employees at any time upon any subject allowed by Laws, and DOC will not seek to impose any non-disclosure agreements or policies that purport to impede such communications. DOC will not seek to inhibit or prevent its own officers, employees, or other agents from communicating respecting violations of this agreement or of any Laws to the City or other governmental authority. Upon expiration or termination of this Agreement, DOC will promptly turn over all records pertaining to the Property or any portion of the Property to City; however, DOC may retain copies.

9. **Environmental Remediation.** Throughout the Term, if DOC becomes aware of the presence of any Hazardous Waste as defined in title 30 of the Texas Administrative Code, chapter 335 or in title 40 of the Code of Federal Regulations, part 263, whichever definition is more inclusive, in a quantity sufficient to require remediation or reporting under any Laws in, on, above, or under the Property, or if either Party or all or any portion of the Property becomes subject to any order of any federal, state or local agency or court to investigate, remove, remediate, repair, close, detoxify, decontaminate or otherwise clean up the any portion of the Property or the air above it, DOC shall, at City's request, use all commercially reasonable efforts, or any more onerous legally required efforts, to carry out and complete any such investigation, removal, remediation, repair, closure, detoxification, decontamination or other cleanup; provided that such remediation activities shall be at DOC's expense to the extent such activities are required solely as a result of DOC's negligent, knowing, reckless, or intentional actions or omissions; at City's sole expense if such activities are caused solely by City's negligent, knowing, reckless, or intentional actions or omissions and if neither Party is solely responsible, then the Parties will share expenses of such activities in proportion to their respective fault. The Parties will negotiate respecting contribution between themselves and to or from non-Parties for activities caused by non-Parties, and whether to seek remedies against non-parties respecting hazardous waste. The indemnity, hold-harmless, and defense provisions in Section 18 apply to Hazardous Waste-related liability. The responsibilities under this Section 8 for investigation, removal, remediation, repair, closure, detoxification, decontamination or other cleanup of Hazardous Waste that was ordered during while this Agreement was in effect or that results from Hazardous Waste that arrived on, under, or over the Property while this Agreement was in effect, will survive the termination of this Agreement.

CITY OF HUTTO OBLIGATIONS

10. **Make Ready.** City will "Make Ready" (defined below) the Property, structurally and non-structurally, in good repair excepting normal wear and tear, and in compliance with applicable Laws. If City materially fails to Make Ready Property thirty (30) calendar days after DOC provides written notice to City of such failure, including full description

of the failure, and cost estimate for completion, unless City terminates this Agreement within that thirty-day period, DOC is authorized to make minimal repairs or modifications necessary to bring the Amphitheater and Property to reasonably acceptable condition at no additional expense to City except to any extent to which City agrees to supplement Agreement funding and appropriates such amount for that purpose. To Make Ready includes:

10.1 **Safe Entry and Exit.** Providing safe entry, exit, and return to, on and from the Property including to and from the Amphitheater, and including roadways for vehicles to enter, park, and exit safely; and

10.2 **Operational Water and Electrical.** Ensuring all electrical equipment and water facilities are operational.

11. **Evacuation Plan.** City will provide an evacuation plan, identifying appropriate signage locations. However, DOC is responsible, for DOC-sponsored events and any event DOC has agreed to be responsible for, providing, posting, and maintaining all signage tied to pedestrian and vehicular traffic flow, entry and exit, and alcohol and firearms; road barrier supply and placement; and traffic control plans, and all other plans

12. **Profits.** All proceeds from all sources, less applicable expenses and commissions ("Net Profits") shall be accounted for and paid to City monthly; said accounting to include a detailed profit and loss statement (including backup materials) and provided to City. The Parties will confer respecting any disagreements regarding such profits, payments, or accounting for a reasonable time (at least ten (10) business days) before pursuing any remedies respecting the same. City and DOC shall generally divide net profit as under this Agreement as follows:

12.1 **DOC Events.** City and DOC shall divide net profit as under this Agreement as follows for any events generated by the DOC: allocating 85% to DOC and 15% to City including as net profits: proceeds from all food and beverage sales, ticket sales, parking charges, rentals, and all other income sources related to events on the Property.

12.2 **City Events / City Brokered Events.** 100% of any revenue, including, parking, ticket, rental, or sponsorship revenue will flow to the city. If DOC is to manage an event, a contractor fee, per Exhibit [A], will be paid to DOC to provide services and act as management / consultant on City behalf. If DOC operates as the concessionaire on property, net profit will be divided as follows: 70% to DOC, 30% to City from any concessions.

12.3 **Sponsorships.** 100% of all revenue deriving from sponsorships generated by the City shall be awarded to the City. For any DOC generated sponsorships, after fees and commissions, net profit will be divided as follows - 80% to DOC, 20% to City.

REPRESENTATIONS AND WARRANTIES

13. **City's Representations and Warranties.** City makes the following representations and warranties to DOC, which representations and warranties shall unless otherwise stated herein, survive the termination of this Agreement:

13.1 **Authorization.** City is a home-rule municipal corporation duly organized, validly existing, and in good standing under the laws of Texas with full power and authority to enter into this Agreement. The making, execution, delivery, and performance of this Agreement by City has been duly authorized and approved by all requisite actions, and this Agreement has been duly executed and delivered by City and constitutes a valid and binding obligation of City, enforceable by its terms.

13.2 **Performance and Execution.** Neither performance of this Agreement, nor the execution and delivery of said performance, will result in any breach of, or constitute any default under, any agreement or other instrument to which City is a party, or by which it may be bound.

13.3 **Ownership Rights.** City currently owns and possesses, and shall retain during the Term, all of the property interests in the Amphitheater and the Property necessary to enable DOC to perform its duties under this Agreement peaceably and quietly. Such City property interests shall include all trade names and logos City uses or may during the Term used in the operation of the Property.

14. **DOC's Representations and Warranties.** DOC makes the following representations and warranties to City, which representations and warranties shall, unless otherwise stated herein, survive the termination of this Agreement:

14.1 **Authorization.** DOC is a limited liability company duly organized, validly existing, and in good standing under the laws of Texas and authorized to transact business in Texas, with the full corporate power to enter into this Agreement and execute all documents required hereunder. The making, execution, delivery, and performance of this Agreement by DOC has been duly authorized and approved by all requisite actions of the board of directors, members, or other governing body of DOC, and this Agreement has been duly executed and delivered by DOC and constitutes a valid and binding obligation of DOC, enforceable in accordance with its terms.

14.2 **Performance and Execution.** Neither performance of this Agreement, nor the execution and delivery of this Agreement will result in any breach of, or constitute any default under, any agreement or other instrument to which DOC is a party, or by which it may be bound.

14.3 **Accuracy of Bid Information.** DOC represents that all information stated in its proposed bid is and remains true and correct, including stated qualifications and

knowledge, descriptions of experience, including years and areas of expertise, disclosure of any conflicts of interest in accordance with Texas Local Government Code Chapter 176, and all other relevant material information.

14.4 **Insurance Representations.** DOC represents they will retain insurance relevant to the needs of each event, and require any DOC-sponsored or -brokered party to retain necessary insurance requirements, per Section 15.

INSURANCE, LIABILITY, INDEMNIFICATION

15. **Required Coverage.** For all DOC-sponsored events, DOC will require any event contractor or provider to purchase and maintain insurance coverage on a per claim basis (under an "occurrence" policy form) with an insurance company or companies in the amount described below, insuring statutory workers compensation for occupational diseases and injuries sustained by or death resulting to employees or subcontractors as required by law, and DOC and/or City's liability for any property damage, bodily injuries or death sustained by any person(s) in any manner caused by, arising from, or related to DOC's scope of duties under this Agreement (both under Sections 4-9 and any other section creating duties herein), regardless of whether alleged injury or damage was caused or alleged to be caused in whole or in part by the conduct of DOC or City. City will be named as an additional insured by endorsement to the above-described policies to the extent permitted by Laws. As a condition of DOC's Agreement obligations, prior to commencing Agreement work, DOC shall secure from City proof of a Certificate of Insurance, certifying existence of all coverage required hereunder. All insurance policies shall waive any and all rights of subrogation against City pursuant to Section 16.1.2. The coverage available shall not be less than the limits set forth below. Exclusions and deductibles must be approved by City. DOC will not amend or cancel coverage, or allow coverage to be amended or canceled, without thirty days written notice to City.

15.1 Without limiting Section 16, the DOC agrees to require, and/or secure and maintain themselves per Section 14.4, the following insurance from event organizers at the coverage limits specified:

15.1.1 **Worker's Compensation Insurance.** In accordance with the laws of the State of Texas, statutory requirements must be evidenced in a certificate inclusive of limits in the amount of $1,000,000 employer's liability each accident, $1,000,000 each employee, and $1,000,000 policy limit.

15.1.2 **General Business Liability.** Required limits are $2,000,000 per occurrence and $4,000,000 in the aggregate.

15.1.3 **Automobile Liability.** Combined bodily injury and property damage liability with a combined single limit of $1,000,000.

15.1.4 **Force Majeure Insurance.** Sufficient insurance coverage to cover event organizers will be highly suggested. Outside entities that are solely financially responsible for the event will have the option to protect their revenue at their discretion.

15.1.5 **Errors and Omissions Coverage.** Coverage of members, management, employees, and any ticket agents and other contractors and agents to include for failure to perform any obligation under this Agreement or for materially breaching this agreement at a minimum of $50,000 per occurrence and $1,000,000 overall.

15.2 **Waiver of Subrogation.** DOC waives its insurers' rights of subrogation against City and against any City officials, officer, employees, or property, and will notify each of its insurers of this waiver, and will cause any and all applicable certificates of insurance to include this waiver.

16. **DISCLAIMER OF LIABILITY. NEITHER CITY NOR ANY OF ITS PROPERTY, OFFICIALS, OFFICERS, EMPLOYEES OR AGENTS ("CITY-RELATED PARTIES") WILL BE LIABLE OR RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY TO ANY PERSON OR TO ANY PROPERTY, INCLUDING INTELLECTUAL PROPERTY, OF DOC OR DOC'S EMPLOYEES, OFFICERS, DIRECTORS, SUCCESSORS, ASSIGNS, SUCCESSORS, TRUSTEES, CREDITORS, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, VENDORS, INVITEES OR ALL OTHER PERSONS PERFORMING SERVICES OR SUPPLYING GOODS ON DOC'S BEHALF, RESULTING FROM ANY CAUSE WHATSOEVER.**

17. INDEMNIFICATION. **DOC SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY AND CITY-RELATED PARTIES FROM ALL LIABILITY, LOSS, DAMAGE, COST, OR EXPENSE (INCLUDING, WITHOUT LIMITATION, PENALTIES AND PUNITIVE DAMAGES, AND COSTS AND EXPENSES FOR COMPLYING WITH ANY ADMINISTRATIVE COURT ORDER OR JUDGMENT, ACTUAL AND REASONABLE ATTORNEYS' FEES AND LITIGATION EXPENSES) CAUSED BY THE NEGLIGENT, KNOWING, WILLFUL, RECKLESS, OR INTENTIONAL ACTS OR OMISSIONS OF DOC (OR OF ITS OFFICERS, DIRECTORS, AGENTS,**

EMPLOYEES, REPRESENTATIVES, CONTRACTORS AND OTHERS FOR WHOM DOC IS RESPONSIBLE, AND SUCCESSORS AND ASSIGNS), TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT TO THE EXTENT SUCH ACTS OR OMISSIONS WERE DIRECTED OR APPROVED BY CITY, OR SUCH LIABILITIES WERE CAUSED BY CITY'S WILLFUL OR CRIMINAL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD. DOC'S DUTY TO INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY AND CITY-RELATED PARTIES SHALL EXTEND TO ALL CLAIMS FOR LIABILITY, LOSS, DAMAGE, COST, OR EXPENSES, INCLUDING EXPENSES RELATED TO COMPLYING WITH ANY ADMINISTRATIVE OR COURT ORDER OR JUDGMENT, ARISING FROM OR RELATING TO ANY EVENT PLANNED EVENT OR OCCURRENCE AT THE PROPERTY, INCLUDING TICKET SALES AND ADVERTISING, TAKING PLACE BEFORE, DURING, OR AFTER THE TERM. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, DOC WILL NOT SETTLE ANY CLAIM OR LITIGATION COVERED BY THE OBLIGATIONS IN THIS SECTION WITHOUT THE CONSENT OF CITY. CITY RESERVES THE RIGHT TO APPROVE ANY ATTORNEYS SELECTED BY DOC TO DEFEND AS TO SUCH CLAIMS OR LITIGATION. CITY MAY, AT ITS OWN EXPENSE, RETAIN ITS OWN COUNSEL FOR SUCH MATTERS TO SUBSTITUTE FOR OR ASSIST LAWYERS RETAINED BY DOC FOR SUCH MATTERS. THESE DEFENSE, HOLD-HARMLESS, AND INDEMNIFICATION OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

DEFAULT, TERMINATION, CURE

18. **Default. Neither Party waives any defenses or immunities in connection with any default under this Agreement.** The occurrence of any one or more of the following events which is not cured within the specified cure period, if any, shall constitute a default under this Agreement (hereinafter referred to as an "Event of Default"):

18.1 **Failure to Pay Sums Due.** Either Party's failure to pay any sums payable under this Agreement when and as the same shall become due and payable and such failure shall continue for a period of thirty (30) calendar days after written notice (specifying the item not paid, and the amount in arrears and due date) thereof from the other Party to the defaulting Party. However, if City's failure to pay is due to funds being unavailable or not timely appropriated, then such is not an event of default.

18.2 **Failure to Comply.** Either Party's material breach of this Agreement or failure to comply with any of the covenants, agreements, terms, or conditions contained in this Agreement other than nonpayment of money, and such breach or failure shall continue for a period of ten (10) business days after written notice thereof from the other Party specifying in detail the nature of such breach or failure and when

any performance was due. There will be no cure period for a breach or failure that is not curable. If any such breach or failure is curable but cannot with due diligence be cured within such ten-day period, if the potentially defaulting Party begins promptly and diligently to cure the same and thereafter diligently prosecutes curing such breach or failure, the time within which the failure may be cured shall be extended for such period as agreed upon in writing by the Parties up to an additional 30 calendar days. However, if any such failure other than non-

payment of money occurs within ten (10) business days before a scheduled entertainment event under this Agreement, the defaulting Party shall have forty-eight (48) hours to cure such failure, unless otherwise agreed upon in writing by both Parties.

18.3 **Insolvency.** Subject to the applicability, if any, of title 11, United States Code, section 525(a), if either Party applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property; is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature; makes a general assignment for the benefit of creditors; is adjudicated as bankrupt or insolvent; or files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by said party for the purpose of effecting any of the foregoing, and such event is not cured within thirty (30) calendar days.

18.4 **Force Majeure.** To the extent that a breach or failure that would become an Event of Default if not timely cured is caused by a Force Majeure Event ("FME"), or renders timely performance or cure by the potentially defaulting Party objectively impossible, the applicable cure period for curing such default will be extended beyond any applicable cure period that had run before the FME for the duration of the such FME up to a maximum of forty (40) business days plus ten (10) business days, so that cure would be due after the expiration of the original cure period, plus the time during which performance was impossible due to an FME up to forty (40) business days, plus ten (10) business days. However, an FME will not extend any cure period if the potentially defaulting Party could with due diligence have anticipated the FME and taken commercially reasonable steps that would have avoided impossibility of timely performance or timely cure, and such failure of due diligence also renders the potentially defaulting Party ineligible for the additional ten (10) business days to cure after what would have been the cure extension during the FME. This Section does not create a cure period for a non-curable failure or breach.

19. **Termination.** This Agreement shall terminate upon the occurrence of any of the events set forth below:

19.1 **Event of Default.** Upon the occurrence of an Event of Default provided in Section 19, the non-defaulting Party shall have the right to terminate this Agreement by delivering a written notice of default and termination, which

will terminate this Agreement immediately or, if there is an applicable cure period, and the non-defaulting Party has delivered a notice of default and demand to cure to the defaulting Party, and the defaulting Party has not cured the event of default during the applicable cure period, then the when the non-defaulting Party delivers a notice of termination by reason of default, this delivery immediately terminates this Agreement;

19.2 **Term Expiration.** Upon the expiration or termination of this Agreement according to its terms as specified in Section 2;

19.3 **City Termination for Convenience.** Upon sixty (60) calendar days, or such longer period as the notice may state, after City delivers to DOC a written notice of termination for convenience.

19.4 **Mutual Termination.** Upon both Parties' agreement in writing to terminate this Agreement.

20. Additional Termination Provisions

20.1 After termination of this Agreement, except to the extent of money owed by City that was not budgeted or appropriated, all sums owed by either Party to the other for actions taken, for goods or services provided, or for expenses incurred, including, without limitation, proceeds from ticket sales, shall be paid within thirty (30) calendar days after such termination, and either Party may demand such payment, including, in the occurrence of an Event of Default, all costs, damages, expenses, prejudgment interest, and reasonable attorneys' fees arising from such Event.

20.2 Without prejudice to later termination after the occurrence of an uncured Event of Default and expiration of any applicable cure period either Party may, in addition to or instead of termination seek specific performance of non-monetary obligations, or injunctive relief or declaratory relief , as to remaining performance other than non-monetary obligations, in addition to any other remedy authorized by law. No remedy granted to City is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, or by statute. No delay or omission by City to exercise any right accruing upon an Event of Default shall impair City's exercise of any right or shall be construed to be a waiver of any rights or Events of Default or acquiescence to it.

IN NO EVENT SHALL CITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OR NON-PERFORMANCE HEREUNDER,

20.3 If after the expiration of any permitted notice and cure period, a Party hereto shall have failed to cure any default other than a monetary default, in the performance of any representation, covenant, or obligation on its part to be performed, then the other Party may, at any time thereafter until this Agreement is terminated, without further notice, perform the same for the account and at the expense of the other Party.

20.4 Parties will negotiate regarding amounts and timing for any renewal or extension of this Agreement. On written request of either Party, the Parties may engage in non-binding mediation at the sole expense of the Party requesting mediation, respecting funding amounts and timing for contract renewals or extensions, or other issues. However, if funds become unavailable or not timely appropriated for any portion of the Term or for any renewed or extended term, DOC may cease performing under this Agreement and either Party may terminate this Agreement if provided by Section 20.

MISCELLANEOUS

21. **Notice.** Any notices or other communications required or permitted hereunder shall be sufficiently delivered if in writing and either, delivered personally, sent by certified mail (return receipt requested), or sent by nationally recognized overnight mail or courier service (delivery receipt requested) addressed as shown below, or to such other address as the Party concerned may substitute by written notice to the other.

CITY City of Hutto Attention: City Manager 500 W. Live Oak Street Hutto, TX 78634	**With a copy to:** City Attorney Bojorquez Law Firm, PC 11675 Jollyville Rd, STE 300 Austin, TX 79759
DOC Directors of Chaos Attention: Chris Stone and Tim Pioppo 1801 Lavaca St. Unit 2E Austin, TX 78741	**With a copy to:** _____ _____ _____ _____

The addresses and addressees may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee given above shall be deemed to continue in effect for all purposes.

However, in emergencies, in addition to alerting first responders if they are needed by calling 9-1-1 or by other appropriate means, each Party will make best efforts to notify the other Party of the relevant information immediately by the most effective and expeditious means available, including, without limitation, telephone, text message, email, or express delivery, followed by formal notice as provided in this Section.

22. **Naming Rights.** Naming rights to the Amphitheater are frozen.

23. **Licenses, Permits, and Accreditations.** DOC shall apply for and use its commercially reasonable efforts to obtain and maintain, in City's name (or, if otherwise required by applicable law, in DOC's name) and as an operating expense, all licenses, permits, and accreditations required in connection with the management and operation of events at the Amphitheater. City will cooperate with DOC in obtaining such licenses, permits and

accreditations.

24. **Legal Action.** Neither Party may commence any litigation including administrative proceeding by or on behalf of the other Party or property of the other Party without the prior written consent of that other Party, including such commencement by DOC on behalf of any interest in any of the Property.

25. **Emergency Expenditures.** In the event an emergency condition is impending or exists in, on, under, above, or about the Property of which DOC is aware and which, in DOC's sole and absolute discretion, requires immediate action to preserve and protect the Property, to better assure the Amphitheater's continued operation, or to protect any individual, DOC is authorized to take all steps and to make all reasonable expenditures necessary to prevent, mitigate, repair and correct any such condition. However, City at its sole discretion may intervene and assume any such remedial measures, or limit or change the measures that DOC is taking or omitting in the interests of public safety or health.

26. **Compliance with Laws.** DOC will (1) comply in all material respects with all Laws, applicable to the use, operation, maintenance, repair and restoration of the Property, including, without limitation, the Amphitheater, whether or not compliance therewith shall interfere with the use and enjoyment of the Property; and (2), except for those which are the obligation of City or City's separate contractors, procure, maintain and comply with all licenses and other authorizations required for any use of the Amphitheater and Property then being made, and for the operation and maintenance of the Property or any part thereof. If at any time during the Term DOC is notified or determines that repairs, additions, changes, or corrections in the Property of any nature shall be required by reason of any Laws, DOC shall notify City and request City's consent to take all reasonable steps and to make all reasonable expenditures necessary to make any such repairs, additions, changes or corrections.

27. **Exhibits and Recitals.** All Exhibits attached hereto are incorporated herein by this reference as if fully set forth herein. If any Exhibits are subsequently changed by the mutual written agreement of the Parties, the Exhibits shall be modified to reflect such change or changes and dated and initialed by the Parties. In addition, the above Recitals are also incorporated herein.

28. **Entire Agreement and Amendments.** This Agreement and the Exhibits hereto embody the entire agreement and understanding between the Parties relating to the subject matter hereof and supersede all prior representations, agreements, and understandings, oral or written, relating to such subject matter. This Agreement may not be amended or modified in any way except by an instrument in writing executed by both Parties.

29. **No Partnership or Joint Venture.** Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating a partnership or a joint venture between the Parties hereto.

30. **Assignment.** This Agreement shall not be assigned by either Party hereto without the express written consent of the other Party and upon any terms or conditions asserted by the consenting Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, legal representatives, and court appointed assigns. If there is an assignment by a Party without the consent of the other Party, the assigning Party remains fully obligated under this Agreement as if there had been no assignment, regardless of any provisions in the assignment instruments or any other provisions.

31. **Severability.** Except as expressly provided to the contrary herein, each section, part, term, or provision of this Agreement shall be considered severable, and if for any reason any section, part, term, or provision herein is determined to be invalid and contrary to or in conflict with any existing or future Laws, such determination shall not impair the operation of or have any other effect on other sections, parts, terms, or provisions of this Agreement as may remain otherwise intelligible and practicable, and such remaining sections, parts, terms, or provisions shall continue to be given full force and effect and bind the Parties hereto, and said invalid sections, parts, terms, or provisions should not be deemed to be a part of this Agreement.

32. **Accord and Satisfaction.** No payment by either Party or receipt by either Party of a lesser amount than that which is owed shall be deemed to be other than on account of such amounts owed to the payee, nor shall any endorsement or statement on any monetary instrument or letter accompanying any monetary instrument or payment by one Party to the other Party be deemed an accord and satisfaction, and either Party may accept such monetary instrument or payment without prejudice to the payee's right to recover the balance of the amounts owed or to pursue any other remedy provided for in this Agreement.

33. **Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Texas without regard to Texas' choice of law provisions, Exclusive venue for litigating disputes arising under this Agreement, each Party reserving their respective privileges, immunities, and defenses to subject-matter jurisdiction, same shall lie in a court sitting in Williamson County, Texas.

34. **Captions.** Captions, titles to sections, and paragraph headings used herein are for convenience of reference and shall not be deemed to limit or alter any provision hereof.

35. **No Arbitration.** City and DOC expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement, or a breach thereof, shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

36. **Non-Appropriation of Fiscal Funding.** This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement effective at the end of any City fiscal year if City's governing body does not appropriate funds sufficient to perform its obligations, if any, under this Agreement as determined by City's budget for the fiscal year in question. City or DOC may effect such termination beginning at the commencement of a fiscal year by giving the other Party a written notice of termination at or before the end of City's
then-current fiscal year.

37. **DOC Disclosure of Interested Persons.** DOC will comply with the registration and filing requirements of Texas Government Code section 2252.908 (Disclosure Of Interested Parties) (commonly referred to as "H.B. 1295") as it may be amended from time to time by following the Texas Ethics Commission's instructions for business entities registration for accounts and filing that are now, together with required forms, online at https://www.ethics.state.tx.us/filinginfo/1295/, but DOC is responsible for this compliance regardless of whether the Commission changes or eliminates online filing materials.

38. **No Boycott of Israel.** Before the Effective Date, DOC must provide to City a written verification, meaning a sworn statement based on personal knowledge of the signing representative of DOC, executed before an authorized person under oath or complying with Texas Civil Practice & Procedure Code section 132.001 (unsworn declaration under penalty of perjury) that, in accordance with Texas Government Code section 2271.002, DOC: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Said section 2271.002 makes submission of this verification a condition precedent of City's authority to enter into this Agreement. In lieu of submitting a separate written verification, DOC's representative may execute this Agreement upon oath administered and attested by notary public or other officer authorized to administer oaths.

39. **Verification Regarding Energy Company Boycotts.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owner hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section

2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

40. **Verification Regarding Discrimination Against Firearm Entity or Trade Association.** To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or
firearm trade association, and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

41. **City Procurement Policies Followed.** All City procurement policies and procedures have been followed, according to City of Hutto Code of Ordinances Section 2.06.005, and the incorporated City of Hutto Procurement Policy and Procedures document therein.

42. **No Third-Party Beneficiaries.** Except as expressly provided in or required by the indemnification and insurance provisions of this Agreement, there are no third-party beneficiaries under this Agreement.

43. **Instruments Incorporated by Reference and Precedence of Terms.** City's request for proposals ("RFP") for the project embodied in this Agreement and DOC's accepted bid proposal responsive to the RFP (the "Bid"). In the event of any conflict or inconsistency between or among this Agreement, the Bid, the RFP, or any provisions of any of them, these instruments and their respective provisions take precedence over and govern the other instruments in the following order: (1) this Agreement; (2) the Bid; and (3) the RFP.

44. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same

instrument when both Parties have executed at least one counterpart.

SIGNATURE PAGE BELOW

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this day of _____, 2024.

CITY

By: _____

James Earp, City Manager

Date: _____

For City Attest:

By: _____

Angela Lewis, City Secretary

DOC

By: _____

Tim Pioppo, Managing Partner

Date: _____

By: _____

Chris Stone, Managing Partner

Date: _____

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This Agreement signed and sworn to before on behalf me of DOC by _____this _ day of 2024 in City of Hutto in Williamson County, Texas; the said representative of DOC being known to me or satisfactorily identified to me, and said representative swears that DOC (1) does not boycott Israel; and will not boycott Israel during the term of the contract; (2) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law; (3) do not boycott energy companies and, will not boycott energy companies during the term of this Agreement.

[SEAL]
_____Notary Public [printed name]

_____Signature

AGENDA ITEM REPORT
12.6.

To:	City Council
Subject:	Discussion and possible action on the Special Events Permit guidelines at Brushy Creek Amphitheater (Mayor Mike Snyder)
Meeting:	Thursday, March 7, 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.)

STAFF REVIEW:

FISCAL NOTES:

AGENDA ITEM REPORT
12.6.

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

Downloaded from https://ecode360.com/HU6354 on 2024-01-10

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.

Downloaded from https://ecode360.com/HU6354 on 2024-01-10

(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.

Downloaded from https://ecode360.com/HU6354 on 2024-01-10

(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

Downloaded from https://ecode360.com/HU6354 on 2024-01-10

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

Downloaded from https://ecode360.com/HU6354 on 2024-01-10

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

Downloaded from https://ecode360.com/HU6354 on 2024-01-10

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.

Downloaded from https://ecode360.com/HU6354 on 2024-01-10

(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;

Downloaded from https://ecode360.com/HU6354 on 2024-01-10

(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)

Downloaded from https://ecode360.com/HU6354 on 2024-01-10

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 alcoholic beverages be sold: ☐ Yes* ☐ No

Will amplified sound equipment be used: ☐ Yes ☐ No

Will Signage be displayed: ☐ Yes * ☐ No

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

Will waste water be required: ☐ Yes ☐ No

Will solid disposal be required: ☐ Yes ☐ No

Will off site parking be utilized: ☐ Yes ☐ No

Will parking spaces be utilized: ☐ Yes ☐ No

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

Check all components that will be part of your event. Additional fess 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

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.***

_____ ***/***_____

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;

Downloaded from https://ecode360.com/HU6354 on 2024-01-10

(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)

Downloaded from https://ecode360.com/HU6354 on 2024-01-10

§ 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)

Downloaded from https://ecode360.com/HU6354 on 2024-01-10

§ 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)

Downloaded from https://ecode360.com/HU6354 on 2024-01-10

§ 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)

Downloaded from https://ecode360.com/HU6354 on 2024-01-10

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

Downloaded from https://ecode360.com/HU6354 on 2024-01-10

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

Downloaded from https://ecode360.com/HU6354 on 2024-01-10

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:

Downloaded from https://ecode360.com/HU6354 on 2024-01-10

(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)

Downloaded from https://ecode360.com/HU6354 on 2024-01-10

§ 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.

Downloaded from https://ecode360.com/HU6354 on 2024-01-10

(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)

Downloaded from https://ecode360.com/HU6354 on 2024-01-10

AGENDA ITEM REPORT
12.7.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2024-013 regarding Ad Valorem Tax Exemptions for Licensed Childcare Facilities (Mayor Mike Snyder)
Meeting:	Thursday, March 7, 2024
Department:	City Council /
Staff Contact:	Dottie Palumbo, Alberta Barrett

BACKGROUND INFORMATION:

The purpose of this agenda item is to provide a status update to a January 4, 2024 agenda item related to "Proposition 2, Property Tax Exemption for Child-Care Facilities Amendment".

This constitutional amendment allows counties or municipalities to authorize a property tax exemption on all or part of the appraised value of real property used to operate child-care facilities. In order for a facility to be eligible for the exemption, the facility must be part of the "Rising Star Program" through the Texas Workforce Commission (TWC). Discussion on the item at the January 4th meeting triggered a number of questions related to the logistics of the amendment, as well as a request for information on how many of the 31 licensed facilities are currently eligible for the exemption.

City staff reviewed the TWC's listing of facilities that participate in the Rising Star Program in the City of Hutto, and there are four facilities currently participating in the program. Of these four facilities, one of them is located in an ETJ and does not pay taxes to the City of Hutto. The three remaining facilities that are eligible have a combined taxable assessed value of $2,918,568 and paid $12,320 in ad valorem taxes for the tax year 2023. If all current child care facilities in Hutto's taxing jurisdiction were to participate in the rising star program, that would result in a decrease of $65,967 based on the most recent assessed values and tax rate.

There were other concerns and questions that Council asked staff to address. One concern was that a large facility or strip mall may allocate a small portion of their property to an eligible child-care facility, effectively causing an exemption on a property that is largely being used for other purposes. A technical assistance bulletin indicated that if a portion of the property is also used for purposes unrelated to child care, the exemption applies only to the portion of property that is used for childcare facility.

Another concern was making sure that if an owner was leasing a property to an eligible child-care facility, the savings from the exemption would be passed on to the tenant. The law requires the property owners ensure that the rent charged reflects the tax reduction. The property owner may pass the tax exemption through a monthly or annual rent credit.

AGENDA ITEM REPORT
12.7.

Attached to this agenda item is a technical bulletin addressing several logistical questions, a sample resolution, as well as the resolution adopted by the City of Austin for reference.

SUMMARY OF REQUEST:

Staff requests direction on what to bring back in a formal Resolution to provide an exemption (at least 50%)

STAFF REVIEW:

Staff makes no recommendation

FISCAL NOTES:

There are currently three child-care facilities that are paying taxes to the City of Hutto and are eligible for the exemption. The 2023 taxable assessed value for these properties is $2,918,568, and they paid $12,320 in ad valorem taxes. The fiscal impact may fluctuate depending on future participation in the program, as well as changes in assessed value and the adopted property tax rate.

ATTACHMENTS:

1. 20231228 Hutto RES Licensed Child Care Fac Exemption R-2024-013
2. Austin Resolution Child Care Provider exemption from advalorem tax
3. ChildCare Tax Exemption Calculation Draft
4. Technical Assistance Bulletin - Property Tax Exemptions for Certain Child Care Facilities

RESOLUTION NO. R-2024-013

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN EXEMPTION FROM THE CITY'S AD VALOREM PROPERTY TAX FOR ELIGIBLE CHILD-CARE FACILITY OPERATORS; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto desires to advance policies, programs, and investments that support child-care providers and the families they serve; and

WHEREAS, the 88th Texas Legislature passed Senate Bill 1145 which placed a constitutional amendment on the ballot for the November 7, 2023 election that allowed cities and counties to have the option to provide an exemption from ad valorem property taxation of between 50 to 100 percent of the appraised value of all or a part of real property used to operate a commercial child-care facility; and

WHEREAS, the constitutional amendment was passed by voters in the November 7, 2023 election and takes effect January 1, 2024; and

WHEREAS, to be eligible, licensed child-care facilities must participate in the Texas Rising Start (TRS) Program of the Texas Workforce Commission and maintain a minimum of 20 percent enrollment of children who receive subsidized child-care services provided through the child-care services program administered by the Texas Workforce Commission; and

WHEREAS, if a child-care facility is leasing the facility, the benefit must be passed down to the operator and not retained by the property owner; and

WHEREAS, the eligibility criteria do not allow licensed or registered home-based child-care centers to participate; and

WHEREAS, the City Council desires to approve an exemption from the City's Ad Valorem property tax for eligible child-care facility operators.

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 a ___ percent exemption from the City's Ad Valorem property tax for eligible child-care facility operators and authorizes the City Manager to compose and bring the necessary ordinance(s) to Council for approval no later than _____, 2024 to adopt the child-care facility property tax exemption for the 2024 tax year.

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 **7th** day of **March 2024** on vote of __AYES; ___NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

RESOLUTION NO.

WHEREAS, during the 88th Regular Session, the Texas Legislature passed enabling legislation to place a constitutional amendment on the ballot for voters on November 7, 2023, which, if approved, would allow cities and counties to have the option to provide an exemption from ad valorem property taxation of between 50 to 100 percent of the appraised value of all or a part of real property used to operate a commercial child-care facility; and

WHEREAS, to be eligible, licensed child-care facilities must participate in the Texas Rising Star (TRS) Program of the Texas Workforce Commission and maintain a minimum 20 percent enrollment of children who receive subsidized child-care services provided through the child-care services program administered by the Texas Workforce Commission, among other criteria; and

WHEREAS, if a child-care facility is leasing the facility, the benefit must be passed down to the provider and not retained by the property owner; and

WHEREAS, current estimates show that under this eligibility criteria, up to 100 local providers would be eligible for this property tax relief; and

WHEREAS, the eligibility criteria does not allow licensed or registered home-based child-care centers to participate; and

WHEREAS, our community is approaching what many have described as a "child-care cliff" because the federal funding that has allowed many child-care providers to stay open and retain staff during the pandemic will soon expire, resulting in increased instability for working families and our community's child-care providers, who already operate with incredibly thin profit margins; and

DRAFT

WHEREAS, as demonstrated in resolutions such as Resolution Nos. 20160211-018, 20170928-057, 20181004-036, 20190411-020, 20190620-089, 20200507-023, 20200729-089, 20200917-062, 20201015-073, 20201203-011, and 20230126-055, it is a long established goal of the City to advance policies, programs, and investments that support child-care providers and the families they serve, **NOW, THEREFORE**:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The City Council affirms its intent to advance a 100 percent exemption from the City's ad valorem property tax for eligible child-care facility operators to provide them relief should the constitutional amendment be approved by the voters in November of 2023 and the legislation authorizing the exemption take effect on January 1, 2024.

BE IT FURTHER RESOLVED:

If the amendment is approved by the voters, the City Manager is directed to compose and bring the necessary ordinance(s) and other necessary documents to Council for approval no later than the first Council meeting of 2024 for the purposes of adopting the child-care facility property tax exemption for the 2024 tax year.

BE IT FURTHER RESOLVED:

The City Manager is further directed to explore a mechanism to provide licensed or registered home-based child-care providers similar property tax relief, be it through the creation of a fund to which home-based providers could apply for assistance, an amendment to an existing incentive program, such as the Chapter 380 program, or another recommended process, and is directed to report back to

Council with their findings, recommendations, and suggested eligibility criteria no later than May 9, 2024.

ADOPTED: _____, 2023 **ATTEST:** _____

Myrna Rios
City Clerk

DRAFT

WORKFORCE DEVELOPMENT DIVISION
Workforce Programs
Technical Assistance Bulletin 304

Keyword: **Child Care**

Subject: **Property Tax Exemptions for Certain Child Care Facilities**

Date: **February 5, 2024**

This Technical Assistance (TA) Bulletin provides Local Workforce Development Boards (Boards) with information on Senate Bill (SB) 1145, 88th Texas Legislature, Regular Session (2023) related to property tax exemptions for child care facilities.

Background

SB 1145 added §11.36 to the Texas Tax Code, effective January 1, 2024. The new law allows, but does not require, counties and cities to exempt certain child care facilities from local property taxes.

Questions and Answers

Eligibility

Which child care facilities are eligible for the exemption?

The property must:

- be a licensed child care facility;
- be a Texas Workforce Commission (TWC) Texas Rising Star program participant; and
- have at least 20 percent of their children enrolled in TWC's Child Care Services (CCS) program.

Are Texas Rising Star providers designated as Entry Level eligible for the exemption?

Yes. The law includes all licensed facilities participating in the Texas Rising Star program, including programs participating at the Entry Level Designation.

Are home-based child care facilities eligible for the exemption?

Although licensed child care facilities, including licensed homes, are eligible for the tax exemption, registered child care homes are not.

Additionally, the law prohibits home-based providers from claiming both the residence homestead exemption under §11.13 of the Texas Tax Code and the child care exemption through §11.36 of the Texas Tax Code.

Scope of the Tax Exemption

When does the tax exemption go into effect?

Local taxing entities can offer the tax exemption in the 2024 tax year.

How much of the property taxes are exempt?

Cities and counties may exempt anywhere from 50 to 100 percent of the appraised value of the property.

What portions of the property are exempt from property taxes?

If the property is also used for purposes unrelated to child care, the exemption applies only to the portion of the property that is used for the child care facility.

Are properties leased to a child care facility eligible?

Yes. The law allows the exemption for part of the property that the person owns and leases to a child care facility.

Are property owners required to pass the tax exemption to child care providers renting or leasing the property?

Yes. The law requires the property owner to ensure that the rent charged reflects the tax reduction. The property owner may pass the tax exemption through a monthly or an annual rent credit.

Requirements for the Tax Exemption

How can providers or property owners indicate that they are participating in the Texas Rising Star program?

The documentation requirements will be determined by the local taxing entity. It is recommended that property owners contact their local tax office about the tax exemption requirements.

Because participation in Texas Rising Star is required for TWC's CCS program, an active CCS agreement with the Board shows participation in the Texas Rising Star program. Providers in Texas Rising Star suspension status are eligible as long as they meet the Entry Level Designation.

However, CCS providers that do not meet Entry Level Designation by the September 30, 2024, deadline are not eligible for the tax credit.

How can providers or property owners demonstrate that they meet the 20 percent CCS enrollment requirement?

Both CCS enrollment and the provider's total enrollment may vary from month to month. The local taxing entity may determine the method for calculating the 20 percent enrollment criteria. Therefore, it is recommended that property owners contact their local tax offices about the tax exemption requirements.

Personal identification information must be removed from CCS enrollment authorizations if used for verification. The local taxing entity may use standards to demonstrate the total non-CCS enrollment to calculate the CCS percentage of the total enrollment.

When must the provider meet the criteria to get the tax relief for the tax year?

The law does not specify when the provider must meet the criteria to get the tax relief for the tax year. Applicants for the tax relief should follow the directions provided by their local taxing entity and any rules adopted by the comptroller.

TWC and Board Resources Available

What resources do TWC or the Boards have to help cities and counties identify providers who may be eligible for the tax relief?

The Texas Child Care Availability Portal indicates whether a child care provider participates in the Texas Rising Star program and accepts financial aid through the CCS program.

TWC and the Boards have information on CCS enrollment and may provide this information to the local taxing entity upon request. Neither TWC nor the Boards collect information on a provider's total enrollment and cannot provide the additional data needed to calculate the 20 percent enrollment.

What help can Boards provide to local tax entities?

TWC encourages Boards to work with cities and counties that have granted or may be planning to grant property tax relief to child care providers. Boards may help them identify child care providers that may be eligible for the tax relief. Boards may also help them develop methods for calculating the 20 percent CCS enrollment based on the eligibility criteria established by the city or county.

Please distribute this information to appropriate staff. Send inquiries regarding this TA Bulletin to childcare.programassistance@twc.texas.gov.

References

Senate Bill 1145, 88th Texas Legislature, Regular Session (2023)
Texas Tax Code §11.36

AGENDA ITEM REPORT
12.8.

To:	City Council
Subject:	Consideration and possible action on development of a City game room ordinance (Mayor Mike Snyder)
Meeting:	Thursday, March 7, 2024
Department:	City Council /
Staff Contact:	

BACKGROUND INFORMATION:

Gambling is generally prohibited in Texas but there are many exceptions to the general rule. Game rooms are generally authorized so long as they do not have illegal gambling devices. Specifically, so-called "eight-liner" machines are illegal gambling devices, **unless** the prizes awarded are non-cash items that are worth no more than 10 times the cost of one play, or $5.00, whichever is less. Most Texas game rooms with eight-liners operate under this so-called "fuzzy animal" exception.

Game rooms are generally legal in Texas as long as they do not have "illegal gambling devices" as defined in **Section 47.01(4) of the Texas Penal Code**. Section 47.01(4)(B) is the so-called "fuzzy animal" exception — an illegal gambling device does **not** include "any electronic, electromechanical, or mechanical contrivance designed, made, and adapted solely for bona fide amusement purposes if the contrivance rewards the player exclusively with noncash merchandise prizes, toys, or novelties, or a representation of value redeemable for those items, that have a wholesale value available from a single play of the game or device of not more than 10 times the amount charged to play the game or device once or $5, whichever is less." The Texas Attorney General has defined an **"eight-liner machine"** as "an electronic device, resembling a slot machine, on which a person wins by matching symbols in one of eight lines — three horizontal, three vertical, and two diagonal." The Texas Attorney General has opined that eight-liners that distribute **bingo tickets** or **gift certificates or stored-value cards** are illegal.

Texas Local Government Code Section 234.133 provides that the county may "(1) restrict the location of game rooms to specified areas of the county, including the unincorporated area of the county; (2) prohibit a game room location within a certain distance, prescribed by the commissioners court, of a school, regular place of religious worship, or residential neighborhood; or (3) restrict the number of game rooms that may operate in a specified area of the county." The county is also specifically authorized to require the operator of a game room to obtain a license and pay a fee and to inspect the game rooms in the county. The county's enforcement authority to prohibit illegal gambling or game rooms includes the ability to sue for an injunction and seek a civil penalty, or to prosecute the owner/operator as a Class A misdemeanor, or both.

Recently, in Fort Worth V Riley, the Texas Supreme Court denied the petition for review in the Fort Worth eight-liner case and the Supreme Court will not hear the case to decide whether eight-liners

are unconstitutional lotteries. The eight-liner owners had appealed the Second Court of Appeals' ruling that determined eight-liner machines were unconstitutional to the Supreme Court.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. Gameroom Ordinance
2. Game room ordinance DRAFT

001 Purpose.

This article is intended to provide a safe and orderly means to operate a game room, otherwise referred to as sweepstakes room, within the corporate limits of the city. The regulations in this article are deemed necessary for the protections of the health, safety, and general welfare of the businesses and citizens of the city.

002 Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Amusement redemption machine.

(1)

A recreational machine that provides the user with an opportunity to receive something of value other than a right of replay and which complies with all applicable federal, state and local laws and regulations applicable to such machines.

(2)

A skill or pleasure coin-operated machine that is designed, made and adapted solely for bona fide amusement purposes, and that by operation of chance or a combination of skill and chance affords the user an opportunity to receive exclusively non-cash merchandise prizes, toys, novelties, or a representation of value redeemable for those items.

(3)

Any electronic, electromechanical or mechanical contrivance designed, made and adapted solely for bona fide amusement purposes if the contrivance rewards the player exclusively with non-cash merchandise, prizes, or novelties, or a representation of value redeemable for those items, that have a wholesale value available from a single play of the game or device of not more than ten times the amount charged to play the game or device once or $5.00, whichever amount is less.

Amusement redemption machine game room or game room.

Any establishment, building, facility, or other place where two or more amusement redemption machines, with the exception of excluded machines, are displayed or exhibited for public use.

City official.

A police officer, code enforcement officer, building official of the city, or other as designated by the city manager.

Excluded machine.

(1)

A machine that awards the user non-cash merchandise prizes, toys or novelties solely and directly from the machine, including claw, crane, or similar machines;

(2)

A machine from which the opportunity to receive non-cash merchandise prizes, toys, or novelties, or a representation of value redeemable for those items, varies depending upon the user's ability to throw, roll, flip, toss, hit, or drop a ball or other physical object into the machine or a part thereof, including basketball, skeet ball, golf, bowling, pusher, or similar machines; or

(3)

A machine or any device defined in V.T.C.A., Penal Code, § 47.01 as a gambling device, or any activity prohibited or described in V.T.C.A., Penal Code ch. 47.

Game room owner or "owner".

A person who has an ownership interest of at least 25 percent in a game room.

Permittee.
Any person, individual, firm, company, association, or corporation operating an amusement redemption machine game room in the city.
Operational machine.
An amusement redemption machine that is ready to be played and which is accessible to the public.
Permittee.
Any person, individual, firm, company, association, or corporation maintaining, displaying for public patronage, or otherwise keeping for operation the public any gaming machine in the city.

003 Permit required.
No person shall operate an amusement redemption machine game room in the city without first obtaining a permit from the city, as required by this article. No permit shall be issued until:
(1)
The application has been filed, verified, and deemed accurate;
(2)
The venue has been deemed, at the time of application, in compliance with the city code;
(3)
The permit fee has been paid in full. Fee not to exceed $1500 in accordance with State Statute.

.004 Restrictions, regulations, controls, and limitations.
(a)
All building and fire code standards must be met. Inspection by building officials and the issuance of a certificate of occupancy shall be obtained before a permit for an amusement redemption machine game room is issued.
(b)
Only one amusement redemption machine game room shall be permitted on any lot or in any single building, structure or strip center except for amusement redemption machine game rooms in existence as of the date this article goes into effect and which do not meet this criteria; in which case full compliance with this subsection shall be required within six (6) months of the effective date of this article or upon abandonment of use at such location, whichever occurs first.
(c)
No amusement redemption machine game room shall be situated within 500 feet of any church, school, daycare, or hospital except for amusement redemption machine game rooms in existence as of the date this article goes into effect and which do not meet this criteria; in which case full compliance with this subsection shall be required within six (6) months of the effective date of this article or upon abandonment of use at such location, whichever occurs first.
(d)
The distance shall be measured in a straight line without regard to intervening objects or structures and from the nearest lot line of the amusement redemption machine game room seeking a permit to the nearest lot line of the church, school, daycare, or hospital.
(e)
No amusement redemption machines, or related business activities shall be allowed to be situated and/or performed outdoors.
(f)

The owner, operator, or manager of the permitted premises must be present to supervise the operation of the amusement redemption machine game room. The amusement redemption machine game room shall not be left unattended.

(g)

Amusement redemption machines must be situated within the permitted premises as to be in full and open public view, which entails being visible to all patrons of the establishment.

(h)

No person under the age of 18 years shall be permitted inside the building, structure, facility, or space housing the amusement redemption machine game room.

(i)

A sign stating that no one under the age of 18 is allowed inside the amusement redemption machine game room shall be posted in plain sight.

(j)

An amusement redemption machine game room operator must be a person who is at least 21 years of age.

(k)

Game rooms shall only be permitted in existing Commercial Zoning

.005 Application for amusement redemption machine game room permit.

(a)

An applicant for a permit under the provisions of this article shall file with the city planning department. A separate application must be filed for each location sought to be permitted. The following information is required in the application:

(1)

Name, address, telephone number, and driver's permit number of the applicant;

(2)

Name, address, telephone number and driver's permit number of all persons who own 25 percent or more interest in the amusement redemption machine game room;

(3)

Name, address, telephone number and driver's permit number of all corporate officers, if any, of such business;

(4)

Name, address, telephone number of the business;

(5)

If incorporated, the name of the business registered with the Texas Secretary of State;

(6)

If a partnership, the name, address, telephone number and driver's permit of each of the general and limited partners;

(7)

The trade name by which the applicant does business and a true and correct copy of the registration of the applicant's assumed name filed in the office of the county clerk, bearing the file mark or stamp that evidences its filing in that office;

(8)

The street address of the premises;

(9)
If applicant is not the owner of the premises, the applicant shall furnish the name, address, and telephone number of the property owner;
(10)
Name, address, and telephone number of the operator of the premises to be permitted;
(11)
Whether a previous permit of the applicant, or, if applicable, a corporate officer of the applicant, has been revoked within two years of filing of the application;
(12)
The previous occupation(s) of the applicant and, if applicable, all corporate officers and partners of the applicant within the preceding five years;
(13)
A notarized statement, under oath, that:
(A)
All the facts contained in the application are true and correct;
(B)
The location and operation of the amusement redemption machine game room will not violate any applicable deed restrictions;
(C)
The amusement redemption machine game room will be operated in accordance with all laws;
(14)
Name, address, and telephone number of an emergency contact person who can be reached after hours;
(15)
Sales tax certificate;
(16)
Any other plans that may be required by this code.
(b)
Any failure to provide the documents required by this section shall be grounds for denial of the application to which it applies.

006 Grounds for denial of permit; applicants or permittee indebted to city.
(a)
The city shall refuse to approve issuance or renewal of a permit or permittee for one or more of the following reasons:
(1)
Any failure to provide the information required by this article;
(2)
A determination by the city that inaccurate, erroneous or incomplete information has been submitted;
(3)
A false statement as to a material matter made in an application for a permit;
(4)
Revocation of a permit, pursuant to this article, of the applicant or a co-owner or a corporate officer of the applicant within two years preceding the filing of the application;
(5)

Refusal or failure to pay the correct permit fee amount;
(6)
The applicant or a co-owner for such permit has, within the past three years, been convicted of any violation of this article;
(7)
The applicant or a co-owner for such permit has, within the past five years, been convicted of any violation of regulations adopted by the county relating to game rooms; and/or
(b)
The city shall not issue or renew a permit under this article and has the authority to suspend or cancel a permit if it be determined that the applicant or permittee is indebted to the city for any fee, costs, penalties, or delinquent taxes.

007 Suspension or revocation of permit for violation of article.
(a)
Power and authority.
If any individual, company, corporation, or association who owns, operates, exhibits, or displays any amusement redemption machine(s) in an amusement redemption machine game room in this city shall violate any provision of this article, the city shall have the power and authority to suspend or revoke the permit(s) issued hereunder to any of the foregoing by giving written notice, stating the reason justifying such suspension or revocation, and the same shall be suspended or revoked ten days from date of such notice.
(b)
Suspension.
The city manager or designee shall suspend a permit for a period not to exceed 30 days if he determines that a permittee or an employee of a permittee has:
(1)
Violated or is not in compliance with any of the provisions of this article;
(2)
Refused to allow or interferes with an inspection of the amusement redemption machine game room premises; or
(3)
Demonstrated an inability to operate or manage an amusement redemption machine game room in a peaceful and law-abiding manner thus necessitating action by law enforcement officers.
(c)
Revocation for continuing violations.
The city manager or their designee shall revoke a permit if a cause of suspension occurs and the permit has been previously suspended within the preceding twelve months.
(d)
Automatic revocation.
The city manager or their designee shall revoke a permit if he determines that:
(1)
A permittee gave false or misleading information in the material submitted to the city during the application process;
(2)
A permittee or an employee of a permittee knowingly allowed the possession, use, or sale of a controlled substance on the premises; or

(3)
A permittee or an employee of a permittee knowingly operated the amusement redemption machine game room during a period when the permittee's permit was suspended.
(e)
Effect of revocation.
No permit shall be issued within a period of one-year to anyone whose permit has been revoked, except at the discretion of the city manager or their designee. If the permit of an individual, company, corporation, or association owning, operating, or displaying amusement redemption machines in this city is cancelled, such individual, company, corporation or association shall not operate, display or permit to be operated or displayed such amusement redemption machines in any amusement redemption machine game room until a new permit is granted.

008 Appeal from denial, suspension, or revocation of permit.
If the city manager or their designee refuses to approve the issuance of a permit or the renewal of a permit to an applicant, or suspends or revokes a permit issued under this article, this action is final unless the applicant or permittee, within ten days after the receipt of written notice of the action, files a written appeal with the city secretary, who shall, within 30 days after the appeal is filed forward same to city council for its consideration at a public meeting following a hearing. The city council shall, within 30 days, grant such hearing to consider the action. The city council has authority to sustain, reverse, or modify the action appealed. The decision of the city council is final.

009 Display of permit.
A valid permit issued under this article for an amusement redemption machine game room shall be displayed at or near the entrance of the business premises, and such display shall be permanent and conspicuous.

010 Inspections.
(a)
The premises in which such amusement redemption machines are located shall conform to all building codes and fire prevention codes of the city and the fire marshal of the city and his assistants, the city inspector/code enforcement officer, and the chief building official may enter into the premises where such amusement redemption machines are located at any time during normal business hours for the purposes of inspecting said premises for fire hazards.
(b)
All law enforcement personnel and the inspector/code enforcement officer of the city shall have the right to enter said premises at any time during normal business hours for the purpose of inspection and enforcement of the tenants of this article.

011 Responsibility of permittee.
A permittee hereunder shall not permit any of the following activities within the permitted premises:
(1)
The operation of any amusement redemption machine by a person younger than 21 years of age;
(2)

Gambling by any person;
(3)
The possession of gambling materials; and
(4)
Unlawful or criminal activity of any kind.

012 Parking facilities.
Any person who desires a permit for the operation of two or more amusement redemption machines in one specific location shall be required to provide sufficient off-street parking to accommodate the vehicles of the patrons as provided herein. Such parking area shall be maintained in a safe, clean manner and shall not interfere with safe and expeditious movement of other vehicular or pedestrian traffic.

014 Offense; penalties.
(a)
A person who fails to comply with the requirements of this article commits a class C misdemeanor punishable by a fine as detailed by the city code, chapter 9, exhibit A, section 7.03 penalties.
(b)
Each day that a violation occurs is a separate offense.
(c)
In addition to the penalty described in subsection (a) above, the city may pursue other remedies such as injunctive relief, abatement of nuisance, revocation and removal of current permit, and securing an amusement redemption machine so as to render it inoperable.

GAME ROOMS AND AMUSEMENT REDEMPTION MACHINES

Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Amusement redemption machine means any electronic, electromechanical, or mechanical contrivance, including sweepstake machines, designed, made, and adapted solely for bona fide amusement purposes, and that by operation of chance or a combination of skill affords the user, in addition to any right of replay, an opportunity to receive exclusively non-cash merchandise prizes, toys, or novelties, or a representation of a value redeemable for those items and is in compliance with section 47.01(4)(b) of the Texas Penal Code. Amusement redemption machine does not include:

(a) A machine that awards the user non-cash merchandise prizes, toys, or novelties solely and directly from the machine, including claw, crane, or similar machines; nor

(b) A machine from which the opportunity to receive non-cash merchandise prizes, toys, or novelties, or a representation of value redeemable for those items, varies depending upon the user's ability to throw, roll, flip, toss, hit, or drop a ball or other physical objects into the machine or a part thereof, including basketball, golf, bowling, or similar machines where the theme of the machine is not one traditionally recognized or associated as a casino-type gambling activity or game such as eight-liners, games played with cards, dice or other playing boards or mediums, such as poker, blackjack, keno, bingo, slots, craps, roulette, baccarat or similar games. A representation of value means cash paid under authority of sweepstakes contestants as provided by the Texas Business and Commerce Code, § 43.

(c) A machine or any device defined in V.T.C.A., Penal Code § 47.01 as a gambling device, or any activity prohibited or described in V.T.C.A., Penal Code ch. 47.

Applicant means a natural person who applies for a game room license on behalf of the licensee.

Arcade game means any electronic, electromechanical, or mechanical contrivance designed, made, and adapted solely for bona fide amusement purposes that does not afford the user any opportunity of a free replay or a chance to receive any additional consideration other than amusement through playing.

Chief building official means the chief building official for the City of Hutto or the chief building official's authorized representative.

Chief of police means the chief of police of the City of Hutto authorized to enforce and administer this article or the chiefs authorized representative.

City means the City of Hutto.

City manager means the city manager of the City of Hutto authorized to enforce and administer this article or the city manager's authorized representative.

City secretary means the city secretary of the City of Hutto or the city secretary's authorized representative.

Compensation means any and all forms of payment as remuneration for the provision of playing an amusement redemption machine.

Fire marshal means the fire marshal of the Hutto Fire Rescue of the fire marshal's authorized representative.

Game room means a building, facility, or other place, including private club or commercial business location that derives any revenue directly or indirectly from the operation of one or more amusement redemption machines, or from patrons playing non-electronic games of any type, including, without limitation, cards, dice, dominos, board games, but specifically excluding bingo establishments operated under other law; or possesses one or more amusement redemption machines, whether operating or not on the premises.

DRAFT

Game room owner or *owner* means a person who has an ownership interest in a game room.

Licensee means any person, individual, firm, company, association, or corporation operating an amusement redemption machines game room in the city.

Manager, operator or *owner* means an individual who supervises, manages, or participates in the performance of activities that contribute to the functioning of a game room, including, but not limited to, operating cash register/drawer, credit card transaction or some other depository on the premises of a game room, displays, delivers, or provides to a customer of a game room merchandise, goods, entertainment or other services, takes orders from a customer of a game room for merchandise, goods, entertainment or other services or acts as a door attendant to regulate entry of customers.

License required.

No person shall operate a game room in the city without first obtaining a license from the city, as required by this article. No license shall be issued until:

(a) The state occupation tax has been paid for each amusement redemption machine within the premises; and

(b) The city's occupation tax, sometimes referred to herein as the annual tag fee, has been paid for each amusement redemption machine within the premises; and

(c) The annual inspection and game room license fee has been paid; and

(d) All other licensing requirements as set forth in this article have been met.

Payment of annual inspection and license fee; issuance of license.

An owner, operator, or lessee of a game room shall be required to secure a license annually. A game room shall be required to secure a license by paying to the city an annual inspection and game room license fee (the "license fee") in the amount of $2,400.00. Upon payment of the license fee, payment of the annual tag fee of the city for each amusement redemption machine within the premises, and compliance with all licensing requirements, the license shall be issued by the city.

Occupation tax assessed; display of tax certificates.

(a) An occupation tax permit issued by the state and all seals required by the state shall be securely affixed to each amusement redemption machine. Such permits and seals shall be affixed on the front of each machine in a clearly visible location.

(b) The city hereby assesses, and the city secretary shall collect an annual occupation tax in the amount of $15.00, per machine, which shall be paid before a tax certificate ("tag") may be issued.

(c) A tag issued by the city shall be securely affixed to each amusement redemption machine. This tag shall bear the name of the machine, and the serial number of the machine to which it is issued to and affixed. The tag shall be affixed on the front of the machine in a clearly visible location. The tag shall, for its valid period, remain legible and undamaged.

(d) All tags shall be issued on the basis of a calendar year. Occupation taxes shall not be prorated. Tags issued at any time during a calendar year shall automatically expire on December 31st of each year.

(e) Replacement tags issued by the city must meet all requirements listed in this section. Replacement tags shall not be prorated and shall bear the word "REPLACEMENT". Replacement tags will be issued for damaged original tags. The original tag must be surrendered to the city before a replacement tag is issued. Replacement tags for lost original tags will be issued only when an affidavit is completed explaining the loss.

DRAFT

The affidavit will also include serial number and name of the amusement redemption machine to which the replacement tag shall be issued.

Term of license; jurisdiction; scope.

A license issued for a game room under this article:

(a) Is an annual license which expires December 31st of each year unless it is suspended or cancelled earlier;

(b) Is effective for a single place of business only;

(c) Vests no property right in the licensee except to maintain, display for public patronage, and permit the use or skill or pleasure of amusement redemption machines in accordance with the terms and conditions of this article;

(d) Shall automatically expire if the licensee thereof sells the property or the business, transfers equity to accomplish same, or otherwise disposes of amusement redemption machines; and

(e) Is not assignable or transferable.

(f) In addition, the city shall not refund any portion of a license fee after the license is issued, nor shall it prorate or reduce in amount any fee due to the city.

Restrictions, regulations, controls, and limitations.

(a) Game rooms shall have windows on at least two sides of the building, affording a clear and unobstructed view of each amusement redemption machine through the windows.

(1) Windows shall, at a minimum, be four feet wide and five feet tall.

(2) Windows shall not be tinted.

(3) Windows shall not be obstructed in anyway, to include, but not limited to, blinds, drapes, writing, signage, banners, or graphics on or covering the windows during hours of operation.

(4) Security devices for windows, if installed, shall be retractable or otherwise able to be removed during hours of operation.

(b) No amusement redemption machines, or related business activities shall be allowed to be situated or performed outdoors.

(c) The hours of operation for a game room shall be limited to the following hours:

(1) Monday through Thursday, open at 9:00 a.m. and close at 10:00 p.m.; and

(2) Friday through Sunday, open at 9:00 a.m. and close at 11:00 p.m.

(d) The owner, operator, or manager of the licensed premises must be present to supervise the operation of the game room. The game room shall not be left unattended during hours of operation.

(e) Amusement redemption machines must be situated within the licensed premises as to be in full and open public view, which entails being visible to all patrons of the establishment.

(f) No person under the age of 18 years shall be permitted inside the building, structure, facility, or space, housing the game room.

(g) A sign in one and one-half inch or larger typed block letters and which is legible from a distance of at least 25 feet stating that no one under the age of 18 is allowed inside the game room shall be posted in plain sight immediately inside the entrance stating that:

"No person under the age of 18 years shall be permitted inside the building, structure, facility or space housing the game room."

(h) A game room owner, operator or lessee must be a person who is at least 18 years of age.

(i) The total number of operational amusement redemption machines allowed in one game room establishment shall be based on the game room building's occupancy limit and shall not exceed the lower of one amusement redemption machine per five occupants or a maximum number of 20 amusement redemption machines. Any back-up, nonoperational or replacement amusement redemption machines shall be secured in a locked storage area or closet to which the public is not allowed to enter, and such machines shall not be connected to electricity or be otherwise operational. The occupation tax on such back-ups or replacement amusement redemption machines shall be paid annually regardless of whether such machines are used by the game room's patrons.

(j) The owner, operator, or manager of the licensed premises shall mark each entrance to a game room with a typed sign which bears the words "GAME ROOM" in one and one-half inch or larger block letters and which is legible from a distance of at least 25 feet.

(k) Game rooms are deemed to be public places to which the public has access.

(l) All entrances and exits to game rooms are to remain unlocked during hours of operation. Entrances and exits may not make use of a "buzzer" system or any other system or device that prevents individuals from freely opening a door during hours of operation. This does not apply to emergency exits, which must meet all applicable fire codes and regulations:

(1) The exterior of all entrances and exits must be clearly illuminated during hours of darkness.

(2) The exterior of all emergency exits must be clearly illuminated during hours of darkness.

(m) Nothing contained herein shall be construed or have the effect to license, permit, authorize or legalize any machine, device, table, or gaming machine, the keeping, exhibition, operation, display or maintenance of which is illegal or in violation of any ordinance of the city, any regulation of the county, any section of the penal code of this state, or the constitution of this state.

Compensation.

Compensation for the playing of an amusement redemption machine is limited to tangible, physical merchandise awarded from the game room, or replays on the amusement redemption machine. Prohibited compensation includes, but is not limited to, money, vouchers for utilities, vouchers for other businesses or services, food, beverages, services, gift certificates, or prepaid credit/debit cards.

Application for game room license.

(a) It shall be unlawful for any person to operate any game room within the city without first obtaining a license from the city secretary's office. The license shall at all times be displayed in a conspicuous place within the licensed premises. Any license issued to operate a game room shall expire on the 31st day of December in the year of issuance. Licenses shall be issued to the owner or documented lessee of the premises only and shall not be transferable.

(b) *Contents of game room license application*. The application for a game room license to be issued pursuant to this article shall be sworn and shall contain information required by the city secretary on a form provided for that purpose, including:

1. The full and correct business name of the licensee, as currently filed with the Texas Secretary of State's office;
2. The trade name of the licensee, if different from the business name on file with the Texas Secretary of State's office;
3. The Texas Tax ID number of the licensee, as issued by the Texas Comptroller of Public Accounts;
4. All addresses and telephone numbers of the licensee;
5. The names and dates of birth of each and every officer, managing member, or person who owns ten percent or greater interest in the licensee.
6. A list of all prior criminal convictions of each and every officer, managing member, or person who owns ten percent or greater interest in the licensee, for all felony offenses, and for misdemeanors involving drug offenses, fraud, theft, gambling, or weapons offenses, or offenses against public administration;
7. Whether alcoholic beverages will be sold or permitted on the premises of the business;
8. The address of the premises where the licensee will operate the game room, and the full and correct name of the property owner of such premises as recorded in the deed records of Brown County;
9. A scaled floor plan of each public space of the game room in which amusement redemption machines may be located during the term of the license, including the following;
    a. The maximum number of amusement redemption machines in each space;
    b. The total square footage of the building, and each space within the building;
    c. Dimensions of each amusement redemption machine;
    d. Location and measurements of entrances and exits;
    e. Measured foot traffic pathways/aisles;
    f. Location and measurements of office, bathrooms;
    g. Number of fixtures, such as HVAC units, sinks, toilets, windows, and walls; and
    h. Location and area of any redemption area, snack bar, and/or customer service area.
10. A list of all cities and/or counties that the applicant and every officer, managing member or person who owns ten percent or greater interest in the licensee has operated and whether or not they had a license or permit of the type requested revoked, denied or suspended within the past five years.

(c) *Background check.*

1. The chief of police, or a duly authorized representative, shall conduct an investigation into the publicly filed business records of the licensee and the background of all applicants and each officer, managing member, or owner of ten percent or greater interest in the licensee. The investigation may be completed by the Hutto Police Department or by a third-party vendor approved in advance by the chief of police. The investigation shall include fingerprinting the individual and a check of the individual's local, state, and national criminal records in accordance with Texas Government Code, §§ 411.087 and 411.122. The investigation shall include making a permanent record of the identity of all individuals described in this paragraph.
2. The chief of police shall deny issuance of a permit if the application or investigation shows any of the following:

a. The applicant or an officer, managing member, or owner of ten percent or greater interest in the licensee has been convicted, within the five years preceding the date of the application, of any crime required to be listed on the permit application and not disclosed thereupon, or of a felony, or for gambling, gambling promotion, keeping a gambling house, fraud, theft, an offense against public administration, or another crime that directly relates to the duties and responsibilities of a licensee pursuant to this article;

b. The permit application includes a false statement by the applicant.

c. The City of Hutto or any other city or county has revoked the applicant's or licensee's license or permit of the type requested within the past five years.

(d) As part of the licensure process applicant shall make the premises to be licensed available for city inspection, which shall include without limitation, inspection by the chief of police, chief building official and city fire marshal, or their respective authorized representatives. No license shall be issued until such premises conforms to the requirements of this article and the Code of Ordinances.

(e) The city secretary shall collect a license fee as set forth in this article as established by the city council for each game room license issued.

Renewal of amusement redemption machine game room license.

(a) A license may be renewed for the following calendar year beginning October 1st of each year by filing a completed application for each license and paying the applicable fee set forth in this article. A renewal application shall be subject to the same requirements in this section as for a license application.

(b) Upon the expiration of a license, the licensee shall be required to obtain a renewal of the expired license if the licensee wishes to continue operating an amusement redemption machine game room. Failure to obtain the renewal within 30 days after expiration may require such person to pay an additional late fee in an amount equal to 50 percent of the fee as currently established or as hereafter adopted by city council from time to time. Nothing herein authorizes the licensee to operate after the expiration of a license and before a renewal is effective.

Grounds for denial of license; suspension or revocation of license.

The city shall not issue or renew a license under this article and shall suspend or cancel a license if it be determined that the applicant or licensee is indebted to the city for any fee or costs related to this article until such time as the amount due is paid.

Suspension or revocation of license for violation of article.

(a) *Power and authority.* If any individual, company, corporation or association who owns, operates, exhibits, or displays any amusement redemption machine(s) in a game room in this city shall violate any provision of this article, the city shall have the power and authority to suspend or revoke the license(s) issued hereunder to any of the foregoing by giving written notice, stating the reason justifying such suspension or revocation, and the same shall be suspended or revoked ten days from the date of such notice.

(b) *Suspension.* The city manager shall immediately suspend a license for a period not to exceed 30 days if he or she determines that a licensee or an employee of a licensee has:

(1) Violated or is not in compliance with any of the provisions of this article;

(2) Refused to allow or interfered with an inspection of the game room premises; or

(3) Demonstrated an inability to operate or manage a game room in a peaceful and law-abiding manner thus necessitating action by law enforcement officers.

(c) *Revocation for continuing violations.* The city manager shall revoke a license if a cause of suspension occurs, and the license has been previously suspended within the preceding 12 months.

(d) *Automatic revocation.* The city manager or the city manager's authorized representative shall revoke a license if:

(1) A licensee gave false or misleading information in the material submitted to the city during the application process;

(2) A licensee or an employee of a licensee knowingly allowed the possession, use, or sale of a controlled substance on the premises; or

(3) A licensee or an employee of a licensee operated the amusement redemption machine game room during a period of time when the licensee's license was suspended.

(e) *Effect of revocation.* No license shall be issued within a period of one year to anyone whose license has been revoked. If the license of an individual, company, corporation, or association owning, operating, or displaying amusement redemption machines in this city is cancelled, such individual, company, corporation or association shall not operate, display or permit to be operated or displayed such amusement redemption machines in any game room until a new license is granted.

Appeal from denial, suspension or revocation of license.

If the city manager or chief of police refuses to approve the issuance of a license or the renewal of a license to an applicant, or suspends or revokes a license issued under this article, this action is final unless the applicant or licensee, within ten days after the receipt of written notice of the action, files a written appeal with the city secretary, who shall, within ten days after the appeal is filed forward same to the city council for its consideration at a public meeting following a hearing. The city council shall, within 30 days, grant such hearing to consider the action. The city council has authority to sustain, reverse, or modify the action appealed. The decision of the city council is final.

Display of license.

A valid license issued under this article for a game room shall be displayed at or near the entrance of the business premises, and such display shall be permanent and conspicuous.

Inspections.

(a) The premises in which such amusement redemption machines are located shall conform to all building codes and fire prevention codes of the city and the fire marshal of the city and his assistants, the city inspector/code enforcement officer, and the chief building official may enter into the premises where such amusement redemption machines are located at any time during normal business hours for the purposes of inspecting said premises for fire hazards.

(b) All law enforcement personnel and the inspector/code enforcement officer of the city shall have the right to enter into said premises at any time during normal business hours for the purpose of inspection and enforcement of the terms of this article.

(1) The chief of police or chief's authorized representation from the police department shall conduct regular, recurring inspections.

(c) The city shall have the authority to seal any amusement redemption machines located in any game room for which the license fee, occupation tax, or city tag fee has not been paid. A fee in the amount of $5.00 will be charged for the release of any machine sealed for nonpayment of said tax or fee.

(d) The manager, operator, owner shall maintain accurate and legible records of the daily intake of cash/credit paid to play amusement redemption machines and maintain records of compensation including rights of replay and merchandise compensation received by customers for play and approximate cost of such. The records and keys to the motherboard shall be presented to city officials upon request. A refusal to comply with such requests is a violation of this article and shall be grounds for revocation of a license.

Responsibility of licensee.

A licensee hereunder shall not permit any of the following activities within the licensed premises:

(a) The operation of any amusement redemption machine by a person younger than 18 years of age;

(b) Gambling by any person;

(c) The possession of gambling materials; and

(d) Unlawful or criminal activity of any kind, to include violations of this Code.

Violations of existing laws not authorized.

Nothing herein shall be construed or have the effect to license, permit, authorize or legalize any machine, device, table, or gaming machine, the keeping, exhibition, operation, display or maintenance of which is illegal or in violation of any ordinance of the city, any regulation of the county, any section of the penal code of this state, or the constitution of this state.

Requirements for existing game rooms; exemptions.

(a) Any game room that has a certificate of occupancy issued by the city and has continually operated and existed on or before the effective date of this article shall have 90 days to obtain a license as required herein and comply with all terms of this article except as provided in subsection (b).

(b) Any game room that has a certificate of occupancy issued by the city and has continually operated and existed on or before the effective date of this article shall be exempt from the requirement that a game room have windows on at least two sides of the building and that windows shall be at least four feet wide and five feet tall, as set forth in subsection 10-206(a) and (a)(1) of this article if the existing building does not have windows on two sides of the building and/or if the windows do not meet the minimum size. These exemptions will expire if the existing game room is remodeled, added to or enlarged that requires a building permit issued by the city or the game room does not continuously operate.

AGENDA ITEM REPORT
12.9.

To:	City Council
Subject:	Discussion and possible action directing staff to bring a budget amendment for the 3349 Beautification Project to add $14,000 for lighting (Councilmember Amberley Kolar)
Meeting:	Thursday, March 7, 2024
Department:	City Council /
Staff Contact:	

BACKGROUND INFORMATION:

HNTB has indicated that the City of Taylor has requested lighting of the city logos on the Bent Caps. These lights have been estimated to add approximately $14,000 to the cost of the aesthetic improvements. Once the lights are installed, the cost of maintenance and the cost of electricity will both be the responsibility of the respective cities.

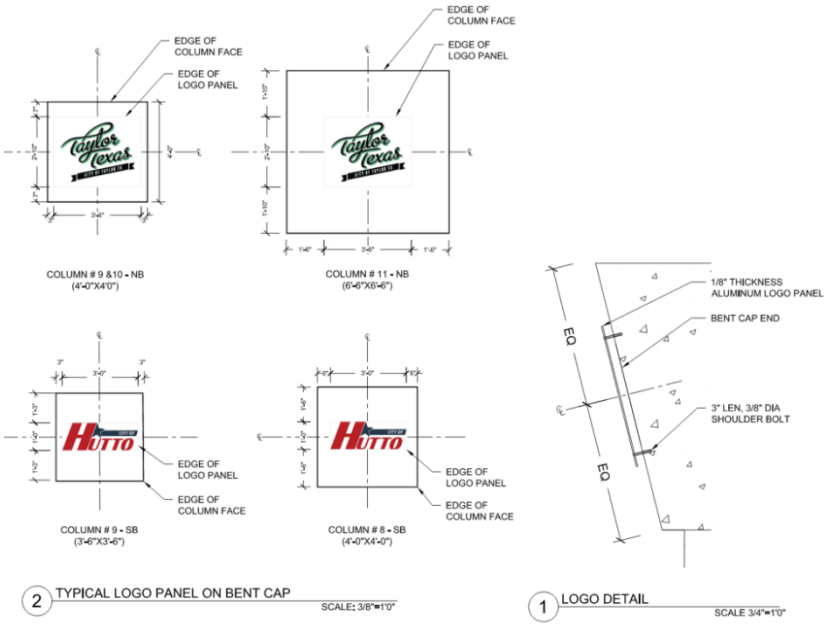
West bound Lanes

AGENDA ITEM REPORT
12.9.

Eastbound Lanes

Recommended light

AGENDA ITEM REPORT
12.9.



SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

This project was not included in FY 2023-2024 Budget but due to actual investment earnings being higher than budgeted it is possible to fund this project as follows:

Transportation Improvement Fund (42)
Account Number:42-040-060-6709 (expense)
Account Name: Transportation Improvement CIP Expenses
Amount Budgeted: $2,553,100
Amended Budget: $2,594,100
Amount Requested: $14,000
Amount Budgeted after Proposed Amendment: $2,608,100

This expense is offset with the increased revenues below:
Transportation Improvement Fund (42)
Account Number: 42-5041 (revenue)
Account Name: Interest Earned

AGENDA ITEM REPORT
12.9.

Budgeted Amount: $15,000
YTD Earnings: $96,235
Amount Available: $55,235 (after amendment #1 for $41,000)
Amount Requested: $14,000
Excess Revenues: $41,235

ATTACHMENTS:

None

AGENDA ITEM REPORT
12.10.

To:	City Council
Subject:	Discussion and possible action on directing staff to draft a budget amendment for the Diversity & Inclusion Commission to attend training and acquire help forming a strategic plan (Councilmember Dan Thornton)
Meeting:	Thursday, March 7, 2024
Department:	City Council /
Staff Contact:	

BACKGROUND INFORMATION:

City Council will discuss direct staff to draft a budget amendment for the Diversity & Inclusion Commission to attend training and acquire help forming a strategic plan.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

This expense which is estimated at $10,000 was not included in the FY 2023-2024 Budget but below are a couple of options for possible funding:

Option #1
General Fund (10)
Account Number: 10-010-002-6001 expense
Account Name: City Council Salaries
Budgeted Amount: $69,600
Projected Expense at 09/30/2024: $57,675
Estimated Amount Available at 09/30/2024: $11,925
Requested Amount: $10,000
Amount Remaining: $1,925

Option #2
General Fund (10)
Account Number: 10-5067
Account Name: Grant Revenue
Budgeted Amount: $20,000
Amount Received: $38,171

Amount Available: $18,171
Requested Amount: $10,000
Amount Remaining: $8,171

Option #3
General Fund (10)
Account Number: 10-5041
Account Name: Interest Earned
Budgeted Amount: $500,000
Earned through January 2024: $224,580
Total Projected Revenue at 09/30/2024: $650,000
Estimated Amount Available: $150,000
Requested Amount: $10,000
Amount Remaining: $140,000

ATTACHMENTS:

None

AGENDA ITEM REPORT
12.11.

To:	City Council
Subject:	Discussion and possible action relating to the release of all emails sent and/or received by Mayor Snyder regarding the East/West Spine Road including but not limited to bids and contracts (Mayor Mike Snyder)
Meeting:	Thursday, March 7, 2024
Department:	City Council /
Staff Contact:	

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

AGENDA ITEM REPORT
12.12.

To:	City Council
Subject:	Consideration and possible action relating to request dated February 22, 2024, for pertinent emails from all City Council members and place the emails in a folder marked as "Confidential - For Official Eyes Only". (Councilmember Dana Wilcott)
Meeting:	Thursday, March 7, 2024
Department:	City Council /
Staff Contact:	

BACKGROUND INFORMATION:

The information being gathered pursuant to the request is being marked "Confidential - For Official Eyes Only"

The procedure being followed for this request is in the City Council Protocols p. 21:

Requests by Councilmembers in their official capacity
An official of the City who, in an official capacity, requests information held by the City does not act as a member of the public in doing so. Thus, the exceptions requiring public disclosure under the Act do not control the right of access of an official of the City to information maintained by the City. Accordingly, information may be released to City officials requesting the information in their official capacity in compliance with the following policy:
1) Requests for information from a city official must be submitted to the City Secretary and the City Manager in writing.
2) The City Secretary shall promptly provide notice of the request to the remaining members of the Council.
3) As soon as possible, but no later than ten (10) business days from the receipt of the request, the City Secretary will respond to the request from the city official with either copies of the requested information, notice that the information is available for inspection, or notice that the request will be added to the next council agenda for consideration and direction.
4) Information provided in response to a request by a member of the Council will be made available to all members of the Council, unless they waive their right to receive the specific material.
5) Members of the Council will not be charged for information sought in their official capacity.
6) Information that is protected by confidentiality laws and/or common law privacy laws that has no relationship to the transaction of official business, such as individuals' dates of birth, social security numbers and personal financial information, will be redacted prior to release.
7) The City Secretary will mark all information provided in response to a request from a member of the Council as "Confidential – For Official Eyes Only".

AGENDA ITEM REPORT
12.12.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

AGENDA ITEM REPORT
13.1.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2024-058 related to approval of a change order and authorizing the City Manager to execute the same for the Frameswitch Pumping Station Improvements project and the Smart Ball Testing project with ACP, LTD in the amount of $261,800 (CIP W02-2023) (CIP W16-2024) (Matt Rector)
Meeting:	Thursday, March 7, 2024
Department:	Engineering /
Staff Contact:	Matt Rector

BACKGROUND INFORMATION:

This request is for approval of a change order to the Frameswitch Pumping Station and 3.0 MG Ground Storage Tank project to include work associated with the SmartBall and Pressure Testing project. This change order was combined with the current construction project for efficiency of resources and time to utilize a current contractor. Change Proposal Requests (CPR) were received on February 23, 2024 and two proposals were received and the lowest proposal cost was submitted by Associated Construction Partners, LTD at $261,800. Please note, even though it is a change to an existing project the funding is coming from the Smartball Pressure testing CIP W16-2024 project line item.

The City desires to provide pressure testing on 26 miles of water transmission pipeline and install 46 valve boxes associated with the Pressure Testing for Shiloh Water Transmission Line project.

For the last several years, the City's repair crews have made emergency repairs on the 26-mile transmission pipeline due to unanticipated pipe leaks/breaks. Due to the critical nature of this pipeline to the City's water supply system, the City contracted with DCS Engineering to provide professional engineering services for the study, final design, bidding, and construction phase services for the pressure testing of the transmission pipeline. This request includes approving a change order for the low bidder contractor to provide pressure testing on 26 miles of water transmission line and installation of 46 valve boxes with a concrete collar at proposed "Monitor Stations." In case of pipe failure during pressure testing, Chasco Contractors will be engaged to make the required emergency repairs using materials provided by the City.

Below is the anticipated schedule for the Pressure Testing for the Shiloh Transmission Line project:

Notice to Proceed	March 11, 2024
Perform First Pressure Test	March 18, 2024

AGENDA ITEM REPORT
13.1.

Complete Final Pressure Test	April 5, 2024
Complete Valve Boxes	May 6, 2024
Final Completion	May 13, 2024

The city team requests approval of the proposed change order to maintain the anticipated schedule to complete the work.

SUMMARY OF REQUEST:

Approval of resolution

STAFF REVIEW:

FISCAL NOTES:

As stated above, the funding for this change order is from project number W16 SmartBall Testing project. This project will be funded from the future issuance of the 2024 CO's and this project in the amount of $1,000,000 was included in Resolution #2023-266 expressing official intent to reimburse certain expenditures from the issuance. The funding is as follows:

Series 2024 CO's (58)
Account Number: 58-040-058-6705
Account Name: SmartBall and Pressure Testing Project
Budgeted Amount: $1,000,000
Amount Available: $313,590
Requested Amount: $261,800
Amount Remaining: $51,790

ATTACHMENTS:

1. 2024.03.01 Partially executed CPR No. 8_ACP
2. ACP 1603 1295 Form 2024.03.04-Signed
3. Form 1295 Cert-Acknowledged-R-2024-058

Change Proposal Request No. 8
(Not a Change Order)

Project Name:	Frameswitch 20 MGD Pumping Station and 3.0 MG GST	**Owner's Project No. (if applicable):**	
Project Owner:	City of Hutto	**Regulatory Agency Project No. (if applicable):**	
DCS Project No.	20101415	**Initiated by**:	☒ Engineer ☐ Contractor
Contractor:	Associated Construction Partners, LTD	**Date: 2/12/2024**	

Attention: The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost SHALL be provided.
- Work shall not commence until this CPR is signed by the Owner.

Description of the Proposed Change:

Provide pressure testing on 26 miles of water transmission pipeline (23 miles of 16" pipe and 3 miles of 24" pipe) and install 46 valve boxes with a concrete collar at proposed "Monitor Stations" per attached plans, scope of work specification, and Bid Form. In case of pipe failure during pressure testing, the City will utilize its existing on-call contract with Chasco to make the required emergency repairs using staged materials being stored for this purpose at the City's storage yard. Pressure testing shall resume upon completion of repairs.

Attached Plans: The plans show the pressure testing locations, valve box with concrete collar locations, and details required by Chasco to perform potential pipe and/or valve repairs.

Attached Scope of Work Specification: The specification includes but is not limited to information on: construction sequence, project notes applicable to the work for the Contractor and Chasco, roles and responsibilities of each entity, coordination requirements with other entities, hydrostatic testing protocol, list of materials supplied by City to Contractor for use on this project, list of materials supplied by City to Chasco for use on this project, and information being supplied to Chasco for this project.

Attached Bid Form: Utilize the attached Bid Form to submit CPR for review by the City. Email signed CPR by Contractor with Bid Form and backup material required for a CPR to Ms. Kim Hammond with DCS by no later than 4:00 pm on Friday, February 23, 2024. CPRs received after this specified time will not be considered. Contractor shall note that the City is requesting a CPR for this work from three of its active construction projects being performed by ACP, Cash Construction, and CC Carlton. The City plans to review the CPRs and award the work as a Change Order to one the Contractors at the March 7, 2024 Council meeting.

Direct questions to Ms. Kim Hammond with DCS.

Schedule:
Notice to Proceed issued by City and Precon Meeting = March 11, 2024 (time to be determined)
Perform First Pressure Test = March 18, 2024
Complete Final Pressure Test = April 5, 2024 (additional time will be added to this date on a one to one basis, in hours or calendar days, for time spent on field locating leaks/pipe breaks by the Contractor; and/or completion of repair work by Chasco)
Complete Valve Boxes with Concrete Collar and all other work = May 6, 2024
Final Completion = May 13, 2024

By _____

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is approved by the Owner, the time of completion will be:

☐ Increased ☐ Decreased ☒ Unchanged

by calendar days.

This change will: ☒ Add ☐ Deduct ☐ Unchanged

$ 261,800

Contractor

Date 3/1/24

DCS Recommendation:

☐ Recommend Acceptance

☐ Do Not Recommend Acceptance

By: DCS

Date _____

Owner's Action:

☐ Accepted ☐ Not Accepted

Owner

Date _____

T.B.P.E. Firm No. F-13162

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR THE

CITY OF HUTTO, TEXAS

PRESSURE TESTING OF SHILOH WATER TRANSMISSION LINE

FEBRUARY 2024

STATE OF TEXAS
DARREN C STROZEWSKI
87908
LICENSED
PROFESSIONAL ENGINEER

2/12/24

Prepared by:

DCS
1101 S. Capital of Texas Hwy, Building G-100
Austin, TX 78746
(512) 614-6171
T.B.P.E. Firm No.: F-13162
Project Number: 20101544

Item No.	Description	Qty	Units	Unit Price	Total Price

BASE BID ITEMS:

1	Mobilization (maximum 5% of total Bid)	1	LS	$ 15,000.00	$ 15,000.00
2	Perform Pressure Testing on one segment of the Shiloh Transmission Line as shown on the plans and per specifications, including restoration of any disturbed areas, labor, equipment, potable water truck, and appurtenances, Complete in Place:	8	EA	$ 10,750.00	$ 86,000.00
3	Monitor Station: Install Valve Box with Concrete Collar per City of Hutto Standard Details using City supplied materials as listed in specification, Complete in Place	46	EA	$ 950.00	$ 43,700.00
4	Furnish, Install, and Maintain Traffic Control Plan and Traffic Control Devices along waterline route with signage, safety barriers, appurtenances, in accordance with Texas Manual on Uniform Traffic Control Devices (Latest Edition); Complete in Place:	1	LS	$ 40,000.00	$ 40,000.00
5	Perform field investigation to locate pipe leak when related to pressure test failure/pipe break in one test segment of pipeline, Complete in Place:	1	EA	$ 4,000.00	$ 4,000.00
6	Perform Additional Pressure Test on Shiloh Transmission Line after pipe break repair/leak repair, Complete in Place:	1	EA	$ 15,100.00	$ 15,100.00
7	Remove and Replace existing 2" Air Release Valve on Shiloh Transmission Line using City supplied materials as listed in specification, Complete in Place:	1	EA	$ 2,000.00	$ 2,000.00
8	Perform Additional Traffic Control for Emergency Repairs (Repair work to be performed by Chasco) including Traffic Control Devices/Flaggers of up to 150 LF along waterline route with signage, safety barriers, appurtenances, in accordance with Texas Manual on Uniform Traffic Control Devices (Latest Edition) for emergency pipeline repair; Complete in Place:	1	EA	$ 7,500.00	$ 7,500.00
9	Allowance for Furnishing and Delivery of (10) ten 16" split bell restraint harnesses (Series 1100 HD by EBAA from Core & Main; or equal) to the City's storage yard at its Central WWTP. Installation on existing ductile iron pipe by others.	1	LS	$ 12,500.00	$ 12,500.00
10	Allowance for Furnishing and Delivery of (10) ten 16" split bell restraint harnesses (Series 1100 HV by EBAA from Core & Main; or equal) to the City's storage yard at its Central WWTP. Installation on existing PVC pipe by others.	1	LS	$ 16,000.00	$ 16,000.00
11	Allowance for Additional Potholing Services provided by T2 Utility Engineering associated with field found conditions, Complete in Place:	1	LS	$ 20,000.00	$ 20,000.00

BASE BID: $ 261,800.00

MATERIALS INCORPORATED INTO THE PROJECT	$10,000
ALL OTHER CHARGES	$251,800
TOTAL BASE BID (Items 1-11)	$261,800

TOTAL BASE BID: Two Hundred Sixty One Thousand Eight Hundred Dollars and Zero Cents

(in words)

Bid Clarifications:

- Bid Items 5, 6, and 8 reflect the cost associated with one leak. Each additional leak will be subject to change order and charged at those amounts.
- In the event that segments do not meet the desired test pressure within 6 hours of pumping at the flow rate equivalent or greater than the allowable leakage rate, segment is understood to be failed and test abandoned per hydro-testing protocol.
- Bid items 9,10, and 11 are understood to be allowances. If the costs of these items exceed the allowance amount, a change order will be submitted to cover those costs.

Item No.	Description	Qty	Units	Unit Price	Total Price

SECTION 01061
SCOPE OF WORK

PART 1 – GENERAL

A. Project Purpose: For the last several years, the City's repair crews have made emergency repairs on the transmission pipeline due to unanticipated pipe leaks/breaks. This caused the pipeline to be out of service for periods of time. Due to the critical nature of this pipeline to the City's water supply system and prior to activating the Shiloh Pumping Station and Noack In-line Pumping Station which will operate at higher water pressures, this scope of work will pressure test the existing 26 miles of Shiloh Water Transmission Line to the rated pressure for the PVC, DIP, and HDPE pipe used in its construction. The work will to confirm the pipe segment's operational fitness and integrity, confirm the pipeline can operate at the planned increased pressures, and/or proactively make repairs to the pipeline prior to failures occurring when the Shiloh and Noack Pumping Stations are activated.

B. Summary of Work: Provide pressure testing on a total of 26 miles of water transmission pipeline (23 miles of 16" pipe and 3 miles of 24" HDPE) and install 46 valve boxes with a concrete collar at proposed "Monitor Stations" per attached plans, scope of work specification, and Bid Form.

C. Pipe Failure Repair Work: In case of pipe failure during pressure testing, the City will utilize its existing on-call contract with Chasco to make the required emergency repairs using staged materials being stored for this purpose at the City's storage yard. Pressure testing shall resume upon completion of repairs.

D. Specification: This specification includes but is not limited to information on: roles and responsibilities of each entity, construction sequence, notes applicable to Series 100 Drawings, hydrostatic testing protocol, list of materials supplied by City to Contractor for use on this project, and list of materials supplied by City to Chasco for use on this project.

E. Plans: The plans show the pressure testing locations, valve box with concrete collar locations, and details required by Chasco to perform potential pipe and/or valve repairs.

1.01 DEFINITIONS

A. "Base Bid Items" refers to those bid items that will be included in the contract without exception.

B. "Alternate Bid Items" refers to those Bid Items that will be included in the contract at the Owner's discretion upon award of the contract, except as noted herein.

C. Except in the case of allowances, "Cost" refers to the total cost to the OWNER for the work described, including all of direct and indirect costs borne by the Contractor in conjunction with the work described, plus Contractor's overhead and profit associated with the work described. In the case of allowances identified on the bid form, "Cost" refers to the direct cost to the Contractor of the materials or services described and shall be equal to the stated allowance; "Cost" shall exclude indirect costs borne by the Contractor and the Contractor's overhead and profit.

1.02 ROLES AND RESPONSABILITIES OF EACH ENTITY:

A. City Operator: Provide materials as listed in this specification, open/close valves, and turn on/off pumps at Shiloh Pumping Station. Materials located at City storage yard adjacent to Central WWTP.

B. City Inspector: Oversee repairs made to due to pipe failures.

C. DCS: Project Manager for City overseeing the daily project activities, coordinate daily with Contractor on status, provide status report to City at the conclusion of each day via email, witness pressure tests, overall coordination, and act as primary contact between Contractor and City; and Chasco and City.

D. T2 Utility Engineers (T2): Performed potholing at 46 locations located at 3,000 ft intervals along pipeline and installed 6" diameter C-900 PVC pipe from top of 16" waterline to +/-1 ft above natural ground.

E. Contractor: Perform pressure tests, install 46 valve boxes with a concrete collar, locate pipe leaks due to pipe break or failed pressure test, perform other associated duties listed in the specification and on the plans, and coordinate daily with Engineer on status for Engineer's daily project status email to City.

F. Chasco: In the event of a pipeline break due to pressure testing, perform emergency repairs via their on-call contract with the City. City shall pay Chasco directly for work performed.

1.03 CONSTRUCTION SEQUENCE:

The following construction sequence shall be followed by the contractor:

1. Preconstruction meeting with City, Engineer, Chasco, and other required entities including other construction Contractors working in the area. Contractor shall coordinate with other Contractors in the area prior to and during construction. No separate pay.
2. Contractor shall prepare and submit a testing schedule based on this construction sequence detailing how and when the pressure testing will be performed.
3. A SWP3 site notebook is not required.
4. Installation of erosion control measures are not required for this project.
5. Perform pressure testing for nine segments of pipeline. During test, provide services to listen/test for leaks through the isolation valve being used on each end of the test segment to provide segment isolation. Quantify the pipe leak as none, low, medium, or high.
6. In the event of a pipe break or failed test due to leakage volume exceeding allowable limits included in the table on the plans, terminate pressure test and locate pipe break/pipe leak in the segment of pipe being tested.
7. Coordinate with Chasco for them to perform emergency repairs on any sections of pipeline damaged during pressure testing.
8. Install valve boxes with concrete collar at 46 locations and restore adjacent area grading.
9. Repair any disturbed areas to previous condition.
10. Conduct substantial completion walk-through with Engineer and City Inspector.
11. Complete Engineer and City close-out procedures including City CIP department.
12. Conduct final walk through.
13. Project close-out per City requirements.

1.04 NOTES APPLICABLE TO SERIES 100 DRAWINGS:

1. Notify Engineer prior to beginning each pressure test. Engineer will coordinate with City and issue approval to perform each test.
2. Contractor shall ensure that all private property is in equal to or better than existing condition upon completion of work occurring in easements and all access gates are kept closed to maintain security of property and livestock during the project.
3. Contractor shall immediately notify the Engineer in the event of pipeline failure during pressure testing. Contractor shall drive segment being tested to locate all pipe failures and coordinate with City and Chasco to complete repairs.
4. Chasco to provide labor, equipment, and trench safety for making repairs to pipe due to pipe failure using City supplied/stored materials for this purpose. Chasco shall hand chlorinate the section(s) of pipe which are replaced using HTH or chlorinated water meeting the minimum concentrations per TCEQ and/or AWWA requirements for returning short segments of potable waterline to service.
5. Contractor scope to include but not be limited to backfilling, road repair, chlorination, and traffic control for all emergency repairs.
6. Finish grade shall match existing ground. Restore all drainage flowlines and facilities disturbed by construction to preconstruction condition and location.
7. Contractor shall maintain stormwater runoff through or around work at all times.
8. Contractor shall implement traffic control per specifications and drawings as required by the location and nature of work.
9. Contractor shall dispose of all excess material at off-site location. any material taken off-site shall be disposed of in accordance with all local, state, and federal regulations.
10. Where lawn areas are disturbed by construction activities, Contractor shall revegetate these areas using sod matching the type disturbed. Contractor shall water all sod until established.
11. All disturbed areas, with the exception of farmed areas, are to be revegetated with hydromulch. Hand broadcast hydromulching is acceptable for area not exceeding 1,000 square feet.
12. Upon completion contractor shall place 6" min of topsoil on all excavated areas.
13. Contractor shall repair any damage to private irrigations systems due to his construction activities including temporary plugging of broken lines. Coordinate with engineer prior to performing work.
14. When cattle or livestock are present along the pipeline route, Contractor shall install orange safety fencing with t-posts around open excavation/trenches at the end of each work day to

prevent cattle from falling into excavations/trenches. Fencing shall be removed upon backfilling of trench.

15. Contractor shall take all due precautions to protect existing crops from damage. When damage is anticipated, Contractor shall notify Engineer prior to causing damage and receive direction on how to proceed.
16. Contractor to give notice to the property owner affected by his operations at least 48 hours prior to entering the property and commencement of work.
17. Contractor's limits of construction shall be defined as water, wastewater, public utility, and temporary construction easements; and public road right of ways as shown on the plans.
18. Restore existing infrastructure that is damaged by demolition/construction activities to equal or better than existing conditions.
19. Contractor is responsible for the repair of existing utilities damaged by construction.
20. Contractor shall maintain at least one lane of traffic in area of construction at all times. Contractor shall provide a flagger at both ends of lane closure to direct traffic in accordance with traffic control plan.
21. All trenches in paved area shall be covered with steel plates or backfilled at the end of each day. Safety fence shall be added to barricade all trenches left open overnight. where trench or bore pit is located within 15' of the road, concrete barricades shall be installed to protect trench area.
22. Locations of existing underground utilities are not known. The contractor shall determine the exact location of all existing utilities before commencing work and agrees to be fully responsible for any and all damages that might be occasioned by the failure to exactly locate and preserve any and all underground utilities.
23. The information shown on the plans is the best information known based on record drawings, GIS data, and field inspections. Where pipeline is shown to fall outside of the existing easement, the City believes that the pipeline is actually installed within the limits of existing easements. Contractor shall communicate to the Engineer any discrepancies found in the field.

1.05 HYDROSTATIC TESTING PROTOCOL

A. This Section includes furnishing and performing operations in connection with hydrostatic testing of the existing Shiloh Transmission Line as shown on the plans.

B. Transmission line pressure testing shall be performed between the hours of 9 am and 4 pm, Monday through Thursday.

C. The City has actuated all the valves called out on the plans to be used as isolation valves for pressure testing through two open/close cycles.

D. Contractor shall provide a potable water truck for makeup water used in the pressure testing. Contractor shall obtain potable water at no cost from City from one of the following locations: Shiloh Transmission Line drain valve at the closest creek crossing; designated City fire hydrant located within City limits/ETJ; or Shiloh Pumping Station site temporary 6” gate valve installation on the west end of the pump discharge header (i.e. SmartBall insertion point where 6” surge relief valve is presently located).

E. If a pipeline segment fails the pressure test due to a sudden pipe break, then the pressure test will be repeated after the repairs have been completed by Chasco. Chasco will not perform pressure tests. Contractor shall perform an additional pressure test on this segment and will be paid for each additional pressure test performed per unit price on the Bid Form.

F. If a pipeline segment fails the pressure test due to exceeding the acceptable volume of water lost prior to reaching the 6-hour time limit, the pressure test will be terminated and the Contractor shall drive the pipeline segment to locate the leak. The pipeline will remain under the test pressure and water will continue to be supplied to the pipeline during this field investigation by the Contractor until such time that the Contractor’s potable water tank has been emptied.

G. If a pipeline segment fails the pressure test due to exceeding the acceptable volume of water lost prior to reaching the 6-hour time limit and a pipe leak was not located by the Contractor by driving the pipeline alignment, the test will be noted as a failure and the testing on this segment terminated by the Contractor. Additional testing will be performed by the City outside of this contract.

H. Performance and Design Test Requirements

1. Contractor shall measure and record static pressure on testing form at the test location prior to starting test.
2. Test Pressure: Apply designated pressure at designated test point as shown on Drawings.
3. Permissible Leakage: Leakage not to exceed that as shown on the plans.

4. Leakage Defined: Leakage is quantity of water supplied into newly laid pipe, or any valved section thereto, necessary to maintain specified leakage test pressure after pipe has been filled with water and air expelled and the specified test pressure has been applied.
5. Duration of Pressure Test: Testing for each designated section of pipeline shall be 6 hours. Amount of leakage or make-up water required shall be documented and provided to the Engineer and Owner.
6. Contractor shall relieve pressure in test segment to the static pressure measured before initiating the test; and notify the City's Operator to open the isolation valves. Note: pressure must be relieved to avoid damage to the isolation valves.

E. Testing
1. Procedure: Existing air release valves or drain valve assemblies have been designated on the plans to complete the pressure testing at the specified test pressure, by connecting to the existing pipeline using the existing tap and isolation valve at air release valve locations or at the drain valve assembly blind flange. Furnish pump, pipe connections, and necessary apparatus, gauge, and meters. Furnish necessary labor and assistance for conducting test, all subject to approval by Engineer. Salvage existing air release valve, instruments, and all appurtenances prior to starting work. Reinstall upon completion of work to equal or better than existing condition.
2. Notify Engineer upon completion of the 6-hour pressure test and the measured leakage volume.
3. Contractor shall provide leakage testing forms to Engineer upon completion of each test.

F. Leakage Volume Calculation Methodology for Table shown on Plans:
1. Test Pressure: Target pressures set at 165 psi, 235 psi, or 250 psi depending on rated pressure of pipe as shown on plans. Drain valve assembly and ARV locations being utilized generate a test pressure of not more than 30 psi higher than the pipe's pressure rating (as measured at the lowest point in the test segment). The maximum pressure to be applied by the Contractor at the specified test locations shall be set per the table in the plans.
2. Permissible Leakage: Leakage not to exceed that determined from the following formula:

$$L = \frac{SD\sqrt{P}}{148{,}000}$$

Where L = Allowable leakage in gallons per hour.
S = Length of pipe tested in feet.
D = Nominal diameter of pipe or valve, in inches.
P = Test pressure during leakage test in pounds per square inch gage.

3. Leakage Defined: Leakage is quantity of water supplied into the pipe, or any valved section thereto, necessary to maintain specified test pressure after pipe has been filled with water and air expelled and the specified test pressure has been applied.

1.06 LIST OF MATERIALS SUPPLIED BY CITY TO CONTRACTOR FOR USE ON THIS PROJECT:

A. Contractor shall perform inventory of City's storage yard to confirm all materials with associated appurtenances are on hand for work to be performed. Contractor shall identify to City any additional appurtenances which are needed; and City shall acquire these items. Contractor shall perform inventory within 5 business days of being issued the notice to proceed for this work.

B. Contractor shall pick up materials and appurtenances required to complete the work which are stored at City's public works yard. Contractor shall log out items taken from City inventory and obtain signature on form from a City Staff member prior to leaving the yard.

C. Contractor shall return all unused materials to City's storage yard, City Staff shall log material back in, and Contractor shall obtain signature on form from City Staff member prior to leaving the yard.

Item No.	Description	Qty	Units
1	ARI D-040 P 2" Air Release Valves	2	EA
2	2" Brass Ball Valve	4	EA
3	2" Grip Joint Couplings	4	EA
4	2" Polyethylene Tubing for ARV repairs	100	LF
5	6" C-900 PVC (DR 25) for SmartBall inspection riser pipes (Installed in pothole by potholing company)	460	LF

6	Valve box for risers - Sigma VB261-8 or equal	46	EA
7	80 LB bag of quick setting concrete for SmartBall inspection riser pipe collar (24"x24"x8")	207	EA
8	#5 Rebar for concrete collar for SmartBall inspection riser pipes	276	LF
9	3/8” F or 1/2” D Rock for filling voids around 6” pipe in pothole	5	CY
10	Waterline markers: Repnet 3-Rail 66” Fiberglass Blue Marker (Part #RFR66CBGD1333C to read “COH 512 450-2150”)	46	EA

1.07 LIST OF MATERIALS SUPPLIED BY CITY TO CHASCO FOR USE ON THIS PROJECT:

A. Chasco shall perform inventory of City’s storage yard to confirm all materials with associated appurtenances are on hand for work to be performed. Chasco shall identify to City any additional appurtenances which are needed; and City shall acquire these items. Chasco shall perform inventory within 5 business days of being issued the notice to proceed for this work.

B. Chasco shall pick up materials and appurtenances required to complete the work which are stored at City’s public works yard. Chasco shall log out items taken from City inventory and obtain signature on form from a City Staff member prior to leaving the yard.

C. Chasco shall return all unused materials to City’s storage yard, City Staff shall log material back in, and Chasco shall obtain signature on form from City Staff member prior to leaving the yard.

Item No.	Description	Qty	Units
1	16” Ductile Iron Pipe (Class 250 psi)	80	LF
2	24” Ductile Iron Pipe (Class 250 psi)	20	LF
3	16” C-900 PVC (DR 18)	40	LF
4	16” C-900 PVC (DR 25)	40	LF
5	16" M.J. Flanged Sleeve	4	EA
6	16" M.J. Stargrip Coupling DIP	6	EA
7	16” M.J. Stargrip Coupling PVC	6	EA
8	24” Restrained Adapter Flange Coupling (Class 200 psi)	2	EA
9	16” Ductile Iron restrained M.J. 90 degree bend (Class 250 psi) per AWWA C153	4	EA
10	16” Ductile Iron restrained M.J. 45 degree bend (Class 250 psi) per AWWA C153	4	EA
11	16” Ductile Iron restrained M.J. 22.5 degree bend (Class 250 psi) per AWWA C153	4	EA
12	16” Ductile Iron restrained M.J. 11.25 degree bend (Class 250 psi) per AWWA C153	4	EA
13	16" Mechanical Joint Resilient Wedge Non-Rising Stem Gate Valves	2	EA
14	EBAA Series 1100HV Restraint for existing Push-on Joints on 16” Diameter PVC Pipe	20	EA
15	EBAA Series 1100HD Restraint for existing Push-on Joints on 16” Diameter DIP Pipe	20	EA
16	8” mil thick Polyethylene Plastic Wrap for 16” pipe for use restraints at existing push-on joints	300	LF
17	3/8” F or 1/2” D Rock for pipe bedding and backfill associated with pipe repair	15	CY

1.08 CHASCO EMERGENCY REPAIR REQUIREMENTS:

A. Chasco’s contract with the City requires immediate mobilization to the site of a pipe break and continue to work on the repair until the pipeline is put back into service. Thus, pipe breaks are anticipated to take 24 hours or less for repairs to be completed by Chasco including the use of the City’s stored materials on hand for pipe break repairs. In the event a valve being used for an isolation valve fails to open after a pressure test, Chasco will be mobilized to remove and replace the valve using a spare 16” resilient wedge gate valve from the City’s storage yard.

B. Chasco shall install joint restraints on the existing DIP and PVC pipe joints at locations where a leak or blowout has occurred at an existing bend. The number of joints to be restrained upstream and downstream of the bend shall be per the lengths shown on Drawing 00C-01.

C. Chasco shall have steel plates on hand in case pipe break is under an existing road.

D. Chasco shall notify City of materials used to make repairs so that City orders replacement materials to replenish supplies at storage yard for use on the next pipe leak/break and avoid delays to the pressure testing project.

E. Chasco shall use 24” DIP couplings and 24” DIP pipe to make repairs on the 24” HDPE section of pipe.

F. At all repair locations, Chasco shall photo document pipe material and pressure class of pipe via the data stamped on the exterior of the pipe. All photos shall be submitted to the Engineer with the station number per the plans where the photo was taken.

G. Upon completion of the SmartBall testing (by others), Chasco will expose the locations of the pipe material changes identified through the SmartBall testing and photo document the pipe materials via the data stamped on the exterior of the pipe. All photos shall be submitted to the Engineer with the station number per the plans where the photo was taken.

END OF SECTION

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2024-1130484

Date Filed:
03/04/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Associated Construction Partners, Ltd.
Boerne, TX United States

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.

20101415
Frameswitch 20 MGD Pumping Station and 3.0 MG GST

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Simpson, Jill	Boerne, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jill Simpson, and my date of birth is 5/28/1983.

My address is 215 W Bandera Rd., Ste. 114-461 (street), Boerne (city), TX (state), 78006 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 4th day of March (month), 20 24 (year).

J Simpson

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2024-1130484

Date Filed:
03/04/2024

Date Acknowledged:
03/04/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Associated Construction Partners, Ltd.
Boerne, TX United States

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.

20101415
Frameswitch 20 MGD Pumping Station and 3.0 MG GST

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Simpson, Jill	Boerne, 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
13.2.

To:	City Council
Subject:	Consideration and possible action to approve Resolution No. R-2024-041 to award of a contract for Pre-Purchase Equipment for the Megasite Wastewater Lift Station Project (CIP WW-07), in the amount of $158,889 and authorizing the City Manager to execute the construction contract with Xylem Water Solutions USA, Inc. (Matt Rector)
Meeting:	Thursday, March 7, 2024
Department:	Engineering /
Staff Contact:	Matt Rector

BACKGROUND INFORMATION:

The Megasite Wastewater Lift Station Project includes installation of a lift station with a polymer wet well, buried valve vault, submersible pumps wit piping and appurtenances and controls for a complete and operational lift station. Select equipment will be provided by a supplier as part of a pre-purchase equipment package and will be installed by the contractor in this project.

It has been determined that the pumps, control panel, and sensor equipment to operate the Megasite Wastewater Lift Station could delay the project, due to their availability and lead times. The City intends to order the equipment that has longer lead times that range from 16 to 24 weeks. By pre-purchasing these items, they should be available when the contractor needs to install them.

Bids were requested for furnishing and delivering two separate equipment proposal packages specified as a Request for Bid (RFB) for individual equipment packages:

Package 1: Submersible pumps, pump control panel, sensors, and all other appurtenances per the specifications
Package 2: Diesel Generator, automatic transfer switch, and all other appurtenances per the specifications

The contract documents were advertised in October and November and adhered to the following schedule.

First Advertisement Request for Bids: October 15, 2023
Second Advertisement Request for Bids: October 22, 2023
Pre-Bid Meeting: N/A
Deadline for questions: October 25, 2023
Bid Opening: November 1, 2023

No bids were received.

City Staff and Consultant determined the bid must be readvertized again and republished immediately in the Taylor Press for a second advertisement with the following schedule.

First Advertisement Request for Bids: November 15, 2023
Second Advertisement Request for Bids: November 19, 2023
Pre-Bid Meeting: N/A
Deadline for questions: November 17, 2023
Bid Opening: November 30, 2023

A sealed bid was received for the above-referenced project on November 30 at 2:00 PM, with a total of 1 bid being received for the Submersible Pumps, Control Panel, and Sensors for the Megasite South East Loop Lift Station. Below is the Contractor who bid on the contract and their respective total bid: 1. Xylem Water Solutions USA, Inc. (Xylem) - $158,889.00.

Comparatively, the engineer's (KFriese and Associates, Inc.) estimate was $199,500.00.

Although we only received a package proposal for one of the two long-lead items, KFriese and the City team agreed it would still serve as a benefit of the pre-purchase of equipment based on a similar project. These pumps and controls are specific equipment items that could potentially experience longer lead times for delivery. Due to this, KFriese recommended pre-purchasing these items prior to the start of the lift station bidding and construction phase to reduce the risk of delayed start-up and project completion. While the remaining equipment would be included for bid by the general contractor.

It is important to note that the Wastewater Lift Station project CIP W07-2023 is currently bidding and sealed bids will be received on March 29, 2024.

SUMMARY OF REQUEST:

Approval of the Resolution

STAFF REVIEW:

FISCAL NOTES:

Funding for this project was included in the Series 2022 Certificates of Obligation and will be recorded as follows:

Utility Capital Projects Fund (57)
Account Number: 57-040-058-6672
Account Name: WW07 Megasite Wastewater Lift Station
Budgeted Amount: $3,497,421

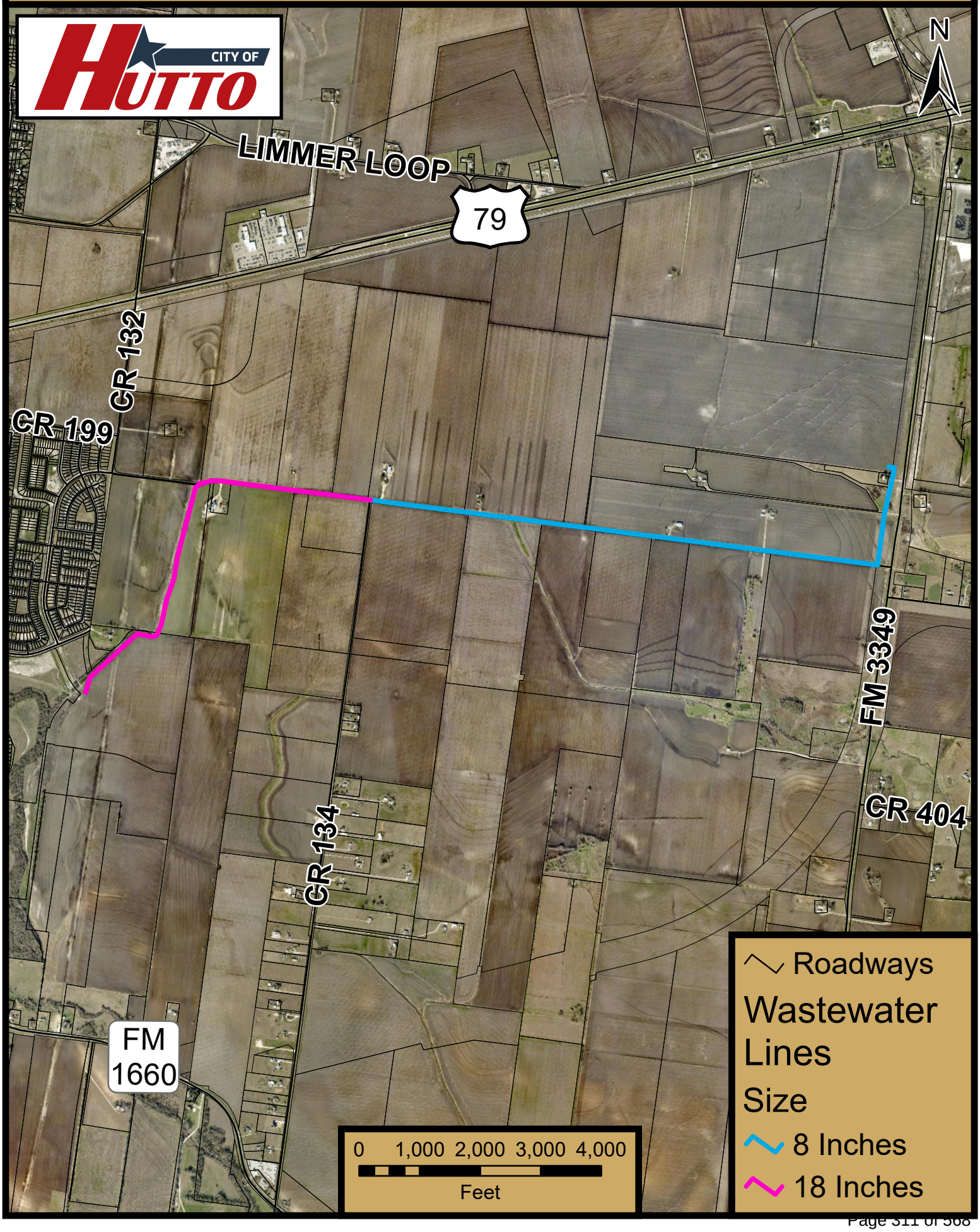
AGENDA ITEM REPORT
13.2.

Amount Available: $3,497,421
Requested Amount: $158,889
Amount Remaining: $3,338,532

ATTACHMENTS:

1. Map_Megasite_Wastewater_Lines_WW_07
2. 20240207 Hutto Res Award Contract for Pre-Purchase Equip v3 R-2024-041
3. C-520 Hutto Agreement Signed by Xylem_Clean Copy
4. Award_Letter_SE Loop LS
5. CONFLICT OF INTEREST QUESTIONNAIRE
6. Form 1295 Certificate 101156009 (1)
7. 2023SNT0406 Hutto WW09-South East Loop LS Pre-Purchase Equip Package

Megasite Wastewater Lines (WW-07)



RESOLUTION NO. R-2024-041

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING THE AGREEMENT BETWEEN XYLEM WATER SOLUTIONS USA, INC. AND THE CITY OF HUTTO IN THE AMOUNT OF $ 158,889 FOR PRE-PURCHASE EQUIPMENT FOR THE MEGASITE WASTEWATER LIFT STATION PROJECT (CIP WW-07); AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, bids were requested for furnishing and delivering two separate equipment proposal packages specified as a Request for Bid (RFB) for individual equipment packages for the Megasite Wastewater Lift Station Project; and

WHEREAS, a single bid was received for the project on November 30, 2023; and

WHEREAS, the City intends to pre-purchase pumps, control panel and sensors equipment so the equipment is available when the contractor needs them for the Megasite Wastewater Lift Station Project; and

WHEREAS, the City Council desires to enter an agreement between Xylem Water Solutions USA, Inc. and the City of Hutto, Texas ("City") for Pre-Purchase Equipment for the Megasite Wastewater Lift Station Project in the amount of $158,889; and

WHEREAS, the City Council desires to authorize the City Manager to execute the C-520 Form of Agreement ("Agreement"), attached as Exhibit A.

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

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

Section 2: The Hutto City Council hereby approves and authorizes the City Manager to execute the 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.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the **7th** day of **March, 2024** on vote of __AYES; ___NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

C-520 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Hutto ("Owner") and Xylem Water Solutions USA, Inc. ("Contractor").

Owner and SUPPLIER hereby agree as follows:

ARTICLE 1 – WORK

1.01 SUPPLIER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish and deliver all equipment described and specified within this Request for Proposals (RFP).

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Megasite Wastewater Lift Station - South East Loop.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by K Friese + Associates (Engineer).

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Liquidated Damages*

A. SUPPLIER and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified, plus any extensions thereof allowed in accordance with Contract Documents. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and SUPPLIER agree that as

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

liquidated damages for delay (but not as a penalty), SUPPLIER shall pay Owner $1000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if SUPPLIER shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, SUPPLIER shall pay Owner $1000 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay SUPPLIER for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a lump sum of: $ 158,889.00

All specific cash allowances are included in the above price in accordance with the C-700a Pre-Purchase

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
	N/A				
	N/A				
	N/A				
	N/A				
	N/A				
TOTAL OF ALL BID PRICES (UNIT PRICE WORK)					$_____

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in the C-700a Pre-Purchase Special Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in the C-700a Pre-Purchase Special Conditions.

C. For all Work, at the prices stated in SUPPLIER's Bid, attached hereto as an exhibit.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. SUPPLER shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of SUPPLER's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – SUPPLER'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, SUPPLER makes the following representations:

A. SUPPLER has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. SUPPLER has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. SUPPLER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. SUPPLER has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data".

E. SUPPLER has considered the information known to SUPPLER; information commonly known to SUPPLERs doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) SUPPLER's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, SUPPLER does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. SUPPLER has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that SUPPLER has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to SUPPLER.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement

2. Bid bond

3. C-700a Pre-Purchase Special Conditions.

4. Specifications as listed in the table of contents of the Project Manual.

5. Addenda

6. Exhibits to this Agreement (enumerated as follows):

a. SUPPLIER's Bid

b. Documentation submitted by SUPPLIER prior to Notice of Award

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

   a. Notice to Proceed

   b. Work Change Directives

   c. Change Orders

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in C-700a Pre-Purchase Special Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the C-700 Pre-Purchase Special Conditions,

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. Owner and SUPPLER each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

9.05 *SUPPLIER's Certifications*

A. SUPPLIER certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER: City of Hutto

_____

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

Xylem Water Solutions USA Inc.

By: [signature]

Title: VP

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Eve Renee Davey

Title: Sales Coordinator

Address for giving notices:

4828 Parkway Plaza

Suite 200

Charlotte NC 28217

License No.: _____

(Where applicable)

Agent for service of process:

_____

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

SECTION C-700.a

PRE-PURCHASE EQUIPMENT PACKAGE SPECIAL CONDITIONS

PART 1 GENERAL

1.01 SCOPE OF WORK

Work to be done consists of furnishing and delivering in satisfactory condition, the equipment described in the Technical Specifications to the specified points of delivery and providing installation guidance, startup, testing, and other services where specified in the detailed technical specifications. The SUPPLIER shall be responsible for instructing the installation CONTRACTOR in the proper installation of the equipment, inspecting the installed equipment, placing it in service and furnishing an installation report, and assisting and training the OWNER's personnel in start-up and operation of the equipment.

The equipment to be furnished under this equipment supply proposal document is to be incorporated in the construction project for the WW09 – South East Loop Lift Station. A separate contract will be awarded for the construction of the project which includes the installation of the equipment obtained under these Documents.

1.02 MANUFACTURER REQUIREMENTS

The Proposer's product shall not differ from the basic requirements specified herein. If Proposer’s product differs from minor specified requirements and/or catalog description, each point of difference shall be clearly stated on a separate sheet as part of the proposal. Exceptions and deviations requested will be reviewed by the ENGINEER and OWNER. Significant exceptions and/or deviations may be cause for rejection of the potential SUPPLIER. In the absence of stated deviations and exceptions, it shall be understood that the proposed equipment complies in every respect to the specification. Items not changed by Addendum shall be proposed per the specifications. The requirement is set forth to facilitate the technical evaluation and should not be construed by the proposer as waiving any of the requirements of the Specifications and Contract Documents. Submittal data shall be in such form and so presented that the ENGINEER may readily review the data and determine whether or not the equipment will meet the Specifications.

No equipment shall be supplied from any SUPPLIER not regularly engaged in the manufacturing and production of equipment of the size and character herein specified.

1.03 PROPOSAL SUBMITTAL REQUIREMENTS

All proposers shall furnish submittal data (minimum three (3) copies) with each package submitted. Refer to specification C-200 Instructions to Bidders for Equipment Supply section 5.1 E.

1.04 ASSIGNMENT OF PRESELECTED EQUIPMENT

Each equipment SUPPLIER submitting a proposal shall furnish, as a part of his proposal, the Submittal Data requirements from this section as well as an itemized quotation with quantity, size and description for all components. Such data relating to the equipment proposed shall become a part of these specifications as it applies to the separate contract for installing the equipment. It shall be understood that equipment to be supplied conforms in every respect to these Proposal Documents.

It is expected that the OWNER's evaluation of proposals and assignment of equipment proposals will be made as set forth in the Invitation to Bidders and Instructions to Bidders. The successful SUPPLIERs will be notified by a Notice to Proceed . Time of completion is very important and failure to meet the completion schedule will subject the SUPPLIER to liquidated damages as provided in the Pre-Purchase Special Conditions.

The OWNER will issue a Notice to Proceed to the SUPPLIER for the equipment being furnished by SUPPLIER in accordance with the accepted Proposal.

SUPPLIER shall not begin work until notified to do so by the Notice to Proceed. The OWNER shall not be liable for any costs incurred prior to the issuance of the Purchase Order or the Notice to Proceed.

The OWNER will be assigned all responsibility of executing the purchase order, and processing payment for the equipment furnished by the SUPPLIER.

THE CONTRACTOR will be assigned all responsibility of receiving, inspecting, unloading, protecting, and installing the equipment furnished by the SUPPLIER.

The CONTRACTOR will be required to work with the SUPPLIER in scheduling delivery of equipment and dates that the SUPPLIER’s representatives shall be available to assist in installation, adjusting, start-up, and testing of the equipment as specified herein.

The CONTRACTOR shall not delay delivery of Equipment Package 1 (Submersible pumps, pump control panel, and sensors) beyond **June 2024**, unless approved in writing by the OWNER.

The CONTRACTOR shall not delay delivery of Equipment Package 2 (Diesel Generator and automatic transfer switch) beyond **February 2025**, unless approved in writing by the OWNER.

1.05 PROPOSAL DOCUMENTS

The Proposal Documents consist of the City of Hutto's proposal forms, these Pre-Purchase Special Conditions, Specifications, and all modifications thereof incorporated in any of the documents before the proposal date. The drawings in the plan set issued with the Proposal Documents are for reference for general arrangement of the equipment to be furnished.

The Proposal documents are complementary, and what is called for by any one section shall be as binding as if called for by all. In the event of a conflict in the Documents, the SUPPLIER shall call the conflict to the

OWNER's attention in writing, and the OWNER shall decide the conflict in writing. The OWNER's decision shall be binding.

1.06 DEFINITIONS

Whenever the words, forms, or phrases defined herein, or pronouns used in their place occur in the Contract Documents, warranties, or in any document or instrument herein contemplated, intent and meaning shall be interpreted as follows:

ANSI - American National Standards Institute

ASA – American Standards Association

ASTM – American Society for Testing and Materials

CONTRACTOR – The term CONTRACTOR shall be understood to mean the General Contractor, Installation Contractor, or Construction Contractor in this document as defined herein and their subcontractors. The construction contractor selected by the OWNER for construction of the WW09 – Sout East Loop Lift Station Pre-Purchase Package, which includes the installation of equipment selected under this Contract. When the identity of the General Contractor is known to the OWNER, the OWNER will make it known to the SUPPLIER. Said notification shall be in writing and no other form of communication shall be considered binding under this Contract.

ENGINEER – K Friese and Associates, LLC., and their subconsultants

GPH or gph – Gallons per hour

GPM or gpm – Gallons per minute

MGD – Million gallons per day

NEMA – National Electrical Manufacturers Association

Notice to Proceed – A Written notice given to SUPPLIER by the OWNER fixing the date on which the Contract Time for submittals will commence to run and on which the SUPPLIER shall start to perform his obligations under the Proposal Documents

OWNER – City of Hutto, Texas

SUPPLIER – Supply Contractor, Vendor Equipment Manufacturer, Offeror, Proposer – The manufacturing company, or its duly authorized agent, furnishing the equipment specified and proposed by these Specifications and Contract Documents.

Proposal – The written Proposal to the OWNER from SUPPLIER describing the equipment to be supplied.

Standard Methods – Standard Methods for the Examination of Water and Wastewater published by the American Public Health Association, latest edition.

1.07 PATENTED DEVICES, MATERIALS AND PROCESSES

If the SUPPLIER is required or desires to use any design, device, material, or process covered by letter patent, or copyright, SUPPLIER shall provide

for such use by suitable legal agreement with the patentee or holder of such patent letter or copyrighted design. It is mutually agreed and understood that, without exception, the purchase prices shown in the proposal shall include all royalties or cost arising from patents, trade-marks, and copyrights in any way involved in the work.

1.08 SUBMITTALS

The SUPPLIER shall submit Proposal submittals with bids. If Bidder receives a Notification of Pre-Purchase, when the construction phase begins the SUPPLIER shall furnish documents in accordance with Section CIP 10 - SUBMITTALS

1.09 DELIVERY

Packing for Shipment: The equipment provided under the specifications shall be shipped by SUPPLIER in such manner as to insure arrival at destination in an undamaged condition with the current issue of the Consolidated Freight Classification. Assemble equipment in factory to largest practical components to insure proper fit, and mark parts for shipment and assembly at the project site. All equipment and parts shall be suitably protected to insure against breakage or damage in transit. All flanged and pipe ends shall be provided with temporary caps or covers secured in place such that no debris, dirt, or benign material can get inside of equipment or piping. Covers shall remain in place until installation.

Point of Delivery: Equipment shall be delivered by the SUPPLIER f.o.b. motor freight trucks at the South East Loop Lift Station with specific instructions to be furnished by the CONTRACTOR at the time of delivery. The greenfield lift station site is located in Hutto, Texas.

Receiving: Equipment will be inspected by the CONTRACTOR upon delivery, and if found to be in satisfactory condition, will be unloaded by the CONTRACTOR. This inspection is only for the purpose of determining apparent damage in transit, if any. CONTRACTOR shall be responsible for proper storage of the delivered equipment until it is installed.

1.10 TIME OF DELIVERY

The OWNER desires that the equipment be delivered at the earliest possible date.

A. Notice of Intent to Award (NOIA) will be issued by the OWNER to the SUPPLIER within **15 days** of bid opening.

B. Notice to Proceed will be issues by the OWNER to the SUPPLIER within **15 days** of the NOIA.

C. Supplier shall have up to **28 days** after notice to proceed (43 days after the NOAI) to prepare and submit shop drawings. Engineer shall review and return submittals within **21 days** from the submittal date.

D. The pumps and controls package shall be delivered within **126 days** after the first submittal is returned to the supplier.

The generator package shall be delivered within **367 days** after the first submittal is returned to the supplier.

1.11 LIQUIDATED DAMAGES

The SUPPLIER agrees that time is of the essence with respect to delivery of the equipment. In the event that the equipment is not delivered complete and ready for installation by the time indicated in subsection 1.10. of this section (after due allowance for such extension of time as is provided below), the OWNER may permanently withhold from the SUPPLIER's total compensation as fixed and liquidated damages, an amount equal to $1,000 per calendar day for each equipment delivery milestone, limited to 10 percent of the total amount proposed. The OWNER reserves the right to deduct that amount for each day above the allotted time until complete delivery of equipment has been made. Liquidated damage amounts shall be applied to the SUPPLIER's total compensation amount prior to determining the payment percentage after submittals in Article 13.0. Liquidated damages shall be the sole and exclusive remedy for late delivery.

NOTE:

a. Actual damages cannot be accurately predicted at this time;

b. 10% is a reasonable approximation of the expected damages; and

c. Any other formula used to calculating damages are waiver.

Should the SUPPLIER be delayed by any negligence of the CONTRACTOR, OWNER, or ENGINEER, or of any of their employees, or by changes ordered in the work, or by unforeseeable causes beyond the control of and without the fault of the SUPPLIER (including but not limited to extreme weather or other act of God, strikes, fire, war, or civil disturbance), then an extension of time sufficient to compensate for the delay may be allowed. A request for an extension of the Time of Delivery shall be fully documented and shall be made within fifteen (15) calendar days from the time such delay was alleged to have occurred.

1.12 PAYMENT

Following ENGINEER's review of the complete shop drawing submittal, including all required attachments, the OWNER will approve payment for the SUPPLIER on the monthly estimate following review, an amount equal to five percent (5%) of the contract amount for the equipment described by the submittal. Upon satisfactory completion of required factory tests and delivery of all of the specified equipment and materials, complete, to the job site in good condition, the OWNER will approve payment for the SUPPLIER on the monthly estimate following the delivery of equipment, as materials on hand, an additional amount equal to seventy-five percent (75%) of the contract amount for all equipment items following:

1. Installation of required equipment by CONTRACTOR and receipt of the final Operations and Maintenance Manuals; following completion of inspection by SUPPLIER
2. Receipt of the specified Installation Reports

The OWNER will approve payment for the SUPPLIER on the monthly estimates following completion of these two items additional amounts each equal to 5 percent (total of 10 percent) of the contract amount thereof. Payment of the remaining 10 percent (10%) of the contract amount will be approved for SUPPLIER on the monthly pay estimate following the specified start-up period, successful completion of initial and final performance testing, and final acceptance of the equipment by the OWNER. Additional retainage will not be deducted from these amounts.

If, through no fault of the SUPPLIER, the equipment has been delivered per the OWNER’s delivery schedule (as indicated per this section) but has not been installed within 180 days of delivery, and the equipment has been ready for installation for at least 90 days and Final O&M Manuals have been furnished, provisional acceptance of the equipment may be made by OWNER to allow payment of all remaining funds due SUPPLIER except the last 10 percent (10%) which is retained until field testing and final acceptance. SUPPLIER shall conduct operator training and instruct OWNER's personnel in maintenance and storage of equipment, upon request.

The selection of equipment covered by this Document, or the approval of payment therefore, shall in no way constitute a waiver by the OWNER of its rights to return or reject such equipment and/or claim damages for: (a) non-compliance with the terms of the Documents, (b) breach of expressed warranty, or (c) the enforcement of any legal rights which the OWNER may have under this Document.

1.13 SPECIAL EQUIPMENT WARRANTY

Refer to Specification Section CIP 16 - Warranty for information on the warranty requirements for equipment furnished under these contract documents.

1.14 SPECIAL EQUIPMENT WARRANTY

Refer to Specification Section CIP 16 - Warranty for information on the warranty requirements for equipment furnished under these contract documents.

1.15 SUPPLIER'S TECHNICAL REPRESENTATIVE

The SUPPLIER shall furnish the services of a competent, factory-trained field service technical representative (not a salesman), who shall have had experience in the installation and operation of the equipment which is being selected under this Proposal Document. This service is for the purpose of insuring proper installation and adjustment of the equipment; instructing operating personnel in proper operation, maintenance, and care of the equipment; for supervising the field acceptance tests of equipment and making recommendations for obtaining the most efficient use thereof. Equipment will be installed by the CONTRACTOR and the SUPPLIER's technical representative shall render assistance to the CONTRACTOR during installation. The OWNER reserves the right to videotape the operator training sessions.

The service of the SUPPLIER's technical representative shall be made available during the construction period for assistance to the CONTRACTOR for adjusting and checking of equipment as described herein.

In the event the services of the SUPPLIER's technical representative are needed and requested by the CONTRACTOR for periods longer than indicated in the specifications, payment for such services shall be made by the CONTRACTOR. No payment will be due for time spent by the technical representative due to faulty design or fabrication of the equipment, or incomplete equipment delivery.

1.16 TRAINING

The SUPPLIER shall provide classroom and field training to the OWNER’s staff if required in the equipment specifications.

1.17 INSTALLATION OVERSIGHT, START-UP SERVICES, AND FOLLOWUP VISITS

The SUPPLIER shall provide installation oversight and start-up services as specified in the applicable technical specifications at the time and dates requested by the CONTRACTOR. CONTRACTOR will provide 30 days’ notice to the SUPPLIER for initiation of installation oversight and start-up services. Oversight and start-up services shall be provided by SUPPLIER’s technical representative.

Include cost of all wages, taxes, benefits, insurance, travel and living expenses associated with the installation oversight, start-up services, and follow up visits in the proposal price.

1.18 INITIAL ACCEPTANCE TESTING

During the Initial Acceptance Test, the SUPPLIER, or his representative, in conjunction with the City operators, shall make such adjustments as may be deemed necessary to improve the operating performance of the equipment.

Any penalties associated with the equipment system's non-performance shall be paid to the OWNER by the SUPPLIER through reduction of final payment, in accordance with this section and each applicable equipment section.

1.19 SALES TAX

Equipment purchased under this contract is for the City of Hutto who is exempt from sales tax.

1.20 COST OF TESTING

All costs of factory and field tests of equipment which are required by the specifications shall be included in the proposal price for the equipment. SUPPLIER shall be responsible for all costs associated with their personnel for the specified period of field-testing and other specific costs identified in the applicable technical specifications. The CONTRACTOR will be responsible for coordinating the tests and for personnel-related costs for CONTRACTOR's employees for specific test equipment, if required, and for temporary piping, connections and other incidental items necessary for testing. Plant water is available for testing, once the plant is started up.

Where factory tests are to be witnessed by the ENGINEER or other representative(s) of the OWNER, the travel and lodging expenses for OWNER's representative(s) will be paid by SUPPLIER unless specified otherwise. SUPPLIER shall notify ENGINEER of test dates at least fifteen (15) days prior to testing.

1.21 GIVING NOTICE

Whenever any provision of these Proposal Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the person who gives the notice.

1.22 COMPUTATION OF TIME

When a period of time is referred to in these Proposal Documents by days, it shall be computed to exclude the first and include the last day of such period. Except where specifically stated otherwise, such periods shall be computed as calendar days, including weekends and holidays. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, the last day shall be the next consecutive calendar day.

1.23 ADDITIONAL CONTRACT PROVISIONS:

The purchase order terms and conditions between the OWNER and the SUPPLIER will be based on the following:

Risk of Loss:
The SUPPLIER shall bear the risk of loss of, or damage to, each item purchased until each item has been delivered to the South East Loop Lift Station. All risk of damage to SUPPLIER's equipment and materials resulting from unloading or storage onsite by CONTRACTOR shall be borne by CONTRACTOR. Upon such delivery, all risk of loss of, or damage to, each such item shall be borne by the SUPPLIER until inspected and accepted in writing by the CONTRACTOR's authorized representative. CONTRACTOR shall inspect equipment upon delivery in accordance with subsection 1.09 of this section. Following inspection the risk of loss shall be borne by CONTRACTOR. The SUPPLIER agrees that it shall maintain adequate insurance on the items purchased until accepted as required herein.

New Condition:
All equipment shall be new.

Authorized Distributor:
The SUPPLIER hereby warrants that it is an authorized distributor and hereby agrees that it has complete contractual responsibility and authority to sell the items being purchased.

Warranties:
The SUPPLIER warrants and represents that the CONTRACTOR and OWNER shall acquire upon completion of payment good and clear title, free and clear of all liens, claims or encumbrances of any kind. In the event of any breach of this warranty, SUPPLIER shall at SUPPLIER's expense, take such steps as are necessary to procure good and clear title.
The warranties set forth in this section, in the respective technical specifications, and in each applicable equipment section for the equipment systems are seller's sole and exclusive warranties. Seller makes no other warranties of any kind, express or implied.
SUPPLIER's warranties are conditioned upon OWNER (a) operating and maintaining equipment and materials in accordance with the instructions provided in the SUPPLIER's O&M manuals and (b) not making any unauthorized repairs or alterations.

Notice and Assistance Regarding Patent and Copyright Infringement:
In the event of any claim or suit against the ENGINEER, CONTRACTOR or OWNER on account of any alleged United States patent or copyright infringement arising out of the SUPPLIER's performance of this Contract or out of the use of any supplies furnished or work or services performed by the SUPPLIER hereunder, the SUPPLIER shall defend the ENGINEER, CONTRACTOR and the OWNER against any such suit or claim and hold the ENGINEER, CONTRACTOR and the OWNER harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit. The SUPPLIER's contractual liability insurance shall cover the

SUPPLIER and ENGINEER's, CONTRACTOR's and OWNER's obligations under this paragraph.
This indemnification obligation shall not apply to any claim based on OWNER, ENGINEER, or CONTRACTOR's unauthorized use or modification and any claim based on damages relating to the CONTRACTOR's/OWNER's willful infringement.

Termination:
The OWNER prior to award to a CONTRACTOR, may, subject to the provisions below, by written notice of default to the SUPPLIER, terminate the whole or any part of this proposal in any one of the following circumstances:
If the SUPPLIER fails to perform within the time specified herein or any extension thereof; or
If the SUPPLIER fails to perform any of the other provisions of this proposal, or so fails to make progress as to endanger performance of this proposal in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the OWNER or CONTRACTOR may authorize in writing), after receipt of notice from the OWNER specifying such failure.
In the event the OWNER terminates this proposal in whole or in part, as above provided, the OWNER may procure, upon such terms and in such manner as the OWNER may deem appropriate, items purchased similar to those so terminated, and the SUPPLIER shall be liable for any excess costs for such similar items, provided that the SUPPLIER shall continue the performance of this proposal to the extent not terminated under the provisions of this paragraph.
The SUPPLIER shall not be liable for any excess costs if the failure to perform the proposal arises out of causes beyond the reasonable control and without the fault or negligence of the SUPPLIER (extreme weather or act of God, strike, fire, war, or civil disturbance).

Venue:
The obligations of the parties to this proposal are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Williamson County, Texas.

Governing Law:
This proposal shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

Legal Construction:
In case any one or more of the provisions contained in this proposal 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 proposal shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this proposal.

Counterparts:
This proposal may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Captions:
The captions to the various clauses of this proposal are for informational purposes only and shall not alter the substance of the terms and conditions of this proposal.

Successors and Assigns:
This proposal shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this proposal, their assigns.

Non-Discriminatory Policy
The SUPPLIER agrees that as to all of its programs and activities conducted on the subject premises, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex or by reason of being handicapped.

Compliance with Applicable Laws:
The proposal is subject to all legal requirements of the OWNER and other county laws, state and federal laws, and SUPPLIER agrees that it promptly will comply with all applicable laws, regulations, orders and rules of the state, county, city and all other governmental agencies. The SUPPLIER agrees to obtain and bear the expense of any required permit or license necessary to perform any work that is within the SUPPLIER's scope of performance.

Entire Agreement:
This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this proposal.

Force Majeure:
Neither OWNER nor SUPPLIER shall be required to perform any term, condition or covenant in this agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods, strike, extreme weather, fire, war, and any other cause not reasonably within the control of OWNER or SUPPLIER except as herein provided, and which by the exercise of due diligence OWNER or SUPPLIER is unable, wholly or in part, to prevent or overcome.

Indemnification
SUPPLIER shall indemnify, defend, and hold harmless owner, its affiliates, and their respective officials, engineer, consultants, and the officers, directors, partners, employees, agents (the "Owner Indemnified Parties") of each of them from and against all claims, costs, losses, and damages provided that any such claim, cost, loss, or damage:
Is suffered by a third party and attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and for injury or death of any person(s) not attributable to the negligent or willful misconduct of any Owner Indemnified Party.
Such claim, cost, lost, or damage shall be indemnifiable hereunder only to the extent it is caused by any negligent act or omission of SUPPLIER.

The indemnification obligations of SUPPLIER under paragraph r.1 shall not extend to the liability of engineer and engineer's consultants or the Officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:
The preparation or approval of, or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; or
Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

a. Failure to comply with the engineer's contract with the owner.

Remedies:
Except as otherwise provided for in these Contract Documents, the rights and remedies of the SUPPLIER, CONTRACTOR, and OWNER provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this proposal including the right of specific performance, or remedies provided under Title 1 of the Texas Uniform Commercial Code, et. seq.

Non-Waiver:
Approval of OWNER shall not constitute nor be deemed a release of the responsibility and liability of SUPPLIER, its employees, agents or associates under the proposal nor shall approval be deemed to be the assumption of such responsibility by OWNER.

Permits and Licenses:
The SUPPLIER will maintain in effect during the term of this Agreement any and all applicable federal, state and/or local licenses and permits which may be required of the SUPPLIER generally.

Limitation of Liability:
Irrespective of any other provisions of the Contract Documents, SUPPLER's total liability arising at any time under any of the Contract Documents or otherwise in connection with completing the Project shall not exceed the SUPPLER's contract price.
Irrespective of anything to the contrary in the Contract Documents or otherwise, under no circumstances shall SUPPLER's be liable for any incidental, consequential, special, punitive or other indirect damages other than the performance penalties and liquidated damages expressly provided for in the Contract Documents.

1.24 SUBSTANTIAL COMPLETION

The definition of SUBSTANTIAL COMPLETION in the General Conditions shall be modified to include the following.

"Substantial Completion is further defined as (i) that degree of completion of the Project's operating facilities or systems sufficient to provide Owner the full time, uninterrupted, and continuous beneficial operation of the Work; and (ii) all required functional, performance, and acceptance or startup testing has been successfully demonstrated for all components, devices, equipment, and instrumentation and control to the satisfaction of Engineer in accordance with the requirements of the Specifications.

All items shall be placed into operation prior to the date specified for substantial completion and shall remain continuously on-line following the date specified for substantial completion. The components shall not have any work items remaining that require the final items to be taken out of service following substantial completion, but still may require minor miscellaneous work and adjustment which does not prevent OWNER'S use of the project for its intended purpose. Substantial completion for equipment items may include requirements that training be completed prior to granting substantial completion. Check individual equipment specifications for these requirements.

To be considered as substantially complete and ready for operation, the following requirements shall be met:

1. Equipment shall be installed complete with the permanent electrical and instrumentation items complete and operable. Suppliers' installation report shall be complete and furnished to ENGINEER.
2. Normal mode of operation shall be utilized including all automatic control features with associated interlocks and protection systems.
3. Structural and architectural items shall be sufficiently complete for the intended service and shall provide adequate protection of electrical and instrumentation equipment placed into operation."

END OF SECTION

K·FRIESE + ASSOCIATES
A LOCHNER COMPANY
710 Hester's Crossing Road, Summit II, Suite 120
Round Rock, Texas 78681
P 512.338.1704 | kfriese.com
TBPE Firm No. 6535

January 30, 2024

Mr. Matt Rector
City Engineer
500 W. Live Oak Street
Hutto, TX 78634

RE: Megasite WW Improvements – SE Loop Lift Station Pre-Selection Package

Dear Mr. Rector,

A sealed bid was received for the above-referenced project on November 30 at 2:00 PM, with a total of 1 bid being received for the Submersible Pumps, Control Panel, and Sensors for the Megasite South East Loop Lift Station. Below is the Contractor who bid on the contract and their respective total bid:

1. Xylem Water Solutions USA, Inc. (Xylem) - $158,889.00

KFA and the City of Hutto are aware of the qualifications of Xylem and found them to have recent utility and lift station experience. Based on similar projects, pumps and controls are specific equipment items that could potentially experience longer lead times for delivery. Due to this, KFA recommended to pre-purchase these items prior to the start of the lift station bidding and construction phase to reduce the risk of delayed start-up and project completion.

Therefore, based on KFA's bid tab review and the City of Hutto staff's bidder qualification review, it is KFA's recommendation that the City of Hutto proceed with award of this construction contract to Xylem, for their bid amount of $158,889.00

Should you have any questions, please feel free to contact me.

Sincerely,

1/30/2024

Christopher M. Leal, P.E.
Project Manager

Attachments

City of Hutto: Pre-Purchase Equipment Package BID TABULATION - January 30, 2024					Xylem Water Solutions USA, Inc. 4965 Eisenhauer Suite 102 Windcrest, TX 78218		Engineer's Estimate* -	
					Addenda Acknowledged	Bid Bond	-	
					NA	Yes	-	
Item	Spec. No.	Item Description	Unit	Estimated Quantity	Unit	Total	Unit	Total
1	11312	Submersible pumps, pump control panel, sensors, and all other appurtenances per the specifications	LS	1	$158,889.00	$158,889.00	$199,500.00	$199,500.00

***NOTE:** The Engineer's Estimate included a 15% Contigency ($25,700.00)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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 of the 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.**

Xylem Water Solutions USA, Inc.

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.**

N/A

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.**

N/A

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

Bami Ham

Signature of vendor doing business with the governmental entity

01/29/2024

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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.

END OF SECTION

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2024-1117384

Date Filed:
01/29/2024

Date Acknowledged:
02/09/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Xylem Water Solutions USA, Inc.
San Antonio, Texas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The 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.

WW09-South East Loop LS
Quote 2023-SNT-0406 for Submersible Pumps & Controls

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

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)

Xylem Water Solutions USA, Inc.
Flygt Products

4965 Eisenhauer Rd. #102
San Antonio, TX 78218
Tel 210/648-9101
Fax 210/648-9102

November 30, 2023

CITY OF HUTTO
500 W LIVE OAK ST
HUTTO TX 78634-3179

Quote # 2023-SNT-0406
Project Name: Hutto, City Of
Job Name: WW09-South East Loop LS Pre-Purchase Equip Package

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment for the project referenced above.

Pumps & Accessories

Qty	Part Number	Description
2	3153.095-0005	Flygt Model NP-3153.095 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 20 HP 1750 RPM motor, 462 impeller, 1 x 50 Ft. length of SUBCAB 4G16+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve
2	14-69 94 78	TEST FAL 2.2 3153 7 POINT + PLOTTED FAL 15-900006
1	14-69 00 12	START UP CHARGE FLYGT 4-TP MODELS: 3000,7000,8000
2	442 18 16	SLING,CHAIN UNIT SS WIRE 10M
1	620 09 00	GRIP EYE UNIT
2	83 57 25	GRIP,CABLE SS 25-36MM

Rail System

Qty	Part Number	Description
	NOTE: Guide Rail System uses 3” Rails for Future Pump install.	
2	540 13 05	CONNECTION,DISCH 4X4" CI
100	14-49 01 01	TS3163 FEET 3"GUIDE RAIL 316SS
4	14-58 44 85	BRACKET,INT GB 3 X 8" 316SS+ FOR CI/DI PIPE 3170,3201,3300
2	661 54 01	BRACKET,GUIDE BAR U. 3" 316SS
1	14-48 94 00	HOLDER,CABLE HEAVY DUTY 316SS

Spare parts

Qty	Part Number	Description
2	14-40 71 29	MINI-CASII/FUS 120/24VAC,24VDC
2	657 17 08	KIT,REPAIR BASIC 3153
2	663 04 00	SENSOR,LEVEL FLS-10
2	650 51 00	CABLE UNIT
2	84 15 47	KIT,O-RING NBR 3153
1	582 88 04	SENSOR,ENM-10 0.95-1.1 65'
1	161473SP	PARTS, PANEL SPARE, RELAYS, BULBS, FUSES
1	TBOXFLYGT	BOX, TOOL METRIC

FLYGT
a xylem brand

Panels

Qty	Part Number	Description
		NOTE: Control Panel is based on unit supplied at Hutto Highlands and features the MultiSmart Controller and Flygt Cloudgate cellular modem. Starter Panels feature NEMA Starters and One Panel per Pump.
1	170625AA	PANEL, PUMP CONTROL in NEMA 4X SS Enclosure & 3 pt. Latch featuring MultiSmart Controller & Display with Float Backup System, ETMs, HOAs, SSRV ByPass Switch & Fail Light, Mini-CAS Overtemp/Seal Leak Relays, SCADA Alarm Contacts, Alarm Light & Horn w/Silence
2	170625BA	PANEL, PUMP POWER in NEMA 4X 316SS Enclosure & 3 pt. Latch featuring Motor Breakers, FVNR NEMA Rated By-Pass Contactors w/SSOL
1	84 62 33	SENSOR,LEVEL LTU801 0-5M 30M
5	582 88 04	SENSOR,ENM-10 0.95-1.1 65'
1	14-69 98 30N	Freight Charge

Total Price $ 158,889.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Exclusions: This Quote includes only the items listed specified above.

Terms of Delivery: Prepaid

Validity: This Quote is valid for Forty-five (45) days and is contingent upon final approval of submittals and release for fabrication within 90 days of PO date.

Warranty: Standard 5 Year Prorated warranty terms apply to the items in this quotation.

Terms of Payment: 90% N60 after invoice date; 10% NTE 180 days after initial invoice date, subject to credit approval.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Start Up: One (1) day Preliminary Start Up and One (1) day Start Up / Owner Training is included not to exceed Four (4) trips

FLYGT
a xylem brand

Schedule:	**SUBMITTALS:** will be supplied 3-4 weeks after order acceptance.
Time of Delivery:	**PUMPS:** Approximately 15-16 working weeks after approval of order and receipt of approved submittal. **RAIL SYSTEM:** Approx. 3-4 working weeks after approval of order and receipt of approved submittal. **ACCESS COVER:** Approx. 6-8 working weeks after approval of order and receipt of approved submittal. **CONTROLS:** Approx. 16-18 working weeks after approval of order and receipt of approved submittal.
COVID 19:	Delivery lead-times may be impacted by the current COVID-19 virus pandemic relative to transportation logistics.
Terms & Conditions:	The Xylem Water Solutions USA, Inc. North American Terms and Conditions of Sale apply to this offer.
Addendum:	The following Addendums have been reviewed None

We thank you for your interest in Flygt equipment from Xylem Water Solutions USA, Inc. and look forward to being of service to you in the near future.

Sincerely,

Barrie Hamm
Sales Engineer
Phone: 361/500-8547
barrie.hamm@xylem.com

FLYGT
a xylem brand

Xylem Water Solutions USA, Inc.
Flygt Products

4965 Eisenhauer Rd. #102
San Antonio, TX 78218
Tel 210/648-9101
Fax 210/648-9102

November 30, 2023

CITY OF HUTTO
500 W LIVE OAK ST
HUTTO TX 78634-3179

Quote # 2023-SNT-0406
Project Name: Hutto, City Of
Job Name: WW09-South East Loop LS Pre-Purchase Equip Package

Xylem Water Solutions USA, Inc. request the following modifications to the C-700 Special Conditions:

C-700 – Special Conditions

1.11 – L/D's need to be capped at 10% (not 15%) as stated

1.23 – (page 11 of 13) – Indemnity needs to be modified to read: Arising from and to the extent of Supplier's negligence, Supplier shall indemnify, defend, and hold harmless the Owner, its affiliates, and their respective officers, directors, employees, consultants, and agents (the "Owner Indemnified Parties") from and against any and all claims, demands, losses and expenses, arising out of or resulting from suits, claims and demands by third parties for: (a) damage to any tangible property; and b) for injury or death of any person(s) attributable solely to the Supplier, its subcontractors and their officers, agents or employees. These indemnities apply unless claims or losses are due to the negligence or willful misconduct of Owner Indemnified Parties or any one of them. It is the express intention of the parties, that each of them shall be liable for the consequences of their own negligent acts or omissions whether those acts or omission are the sole, joint, or concurring causes of any claims, demands, proceedings, losses or other liabilities.

1.23 – (page 12 of 13) Limitation of Liability needs to be modified to read:
Irrespective of anything to the contrary in the Contract Documents Owner and Supplier (inclusive of their respective officers, directors, members, partners, subcontractors, and employees) will not be liable to each other for loss of profit or revenue, loss of use or business opportunity, loss of contract, cost of obtaining alternative performance, or for any indirect, consequential, special, incidental, and punitive damages. The aggregate liability of each party to the other, whether under contract law, in tort (including negligence), or under any other legal theory, is limited to the Purchase Order price ("**Cap**"). This Cap does not apply to: (a) respective costs, losses, or damages awarded to third parties for destruction of tangible property, (b) bodily injury, sickness, or death; and (c) gross negligence or willful misconduct.

Sincerely,

Barrie Hamm

Barrie Hamm
Sales Engineer
Phone: 361/500-8547
barrie.hamm@xylem.com

FLYGT
a xylem brand

AGENDA ITEM REPORT
13.3.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2024-051 authorizing the City Manager to execute an Individual Project Order (IPO) with Sunland Group, LLC in the amount of $149,693.46 for the Planning, Programming and Site Selection of the New Public Works Facility project (CIP F01-2024) (Matt Rector)
Meeting:	Thursday, March 7, 2024
Department:	Engineering /
Staff Contact:	

BACKGROUND INFORMATION:

The City budget was approved for two facilities in the Fiscal Year 2024 budget, a Police Department facility and Public Works facility. Both projects were reviewed by City team for consideration of assigning projects to already selected consultants, as the Police facility was a specialized facility such the City determined it would benefit to seek additional qualifications from a broader team of Architectural firms.

The Police Facility is currently under review for selection of a recommended firm and City team will return to City Council with consideration anticipated in April.

The proposed agenda item is a request for approval from City Council to retain Sunland Design Group for the planning, programming, and site selection of the City's New Public Works Facility. On September 21, 2023, City Council approved a Master Services Agreement with Sunland Group, LLC. for Architecture and Landscape Architecture professional services as part of the City's Fiscal Year 2024 Rotation List.

The Public Works Facility project, CIP F01-2024, was approved for the 2024 fiscal year budget and the City of Hutto desires the development of a sound, actionable, and fiscally responsible Public Works Facility that supports the entire Public Works current and future needs to serve the citizens and internal customers by providing safe and inviting work environments that meet the varying operational needs of Public Works and other City Departments when necessary.

The City of Hutto requests to retain professional architectural services from Sunland Design Group, a consulting firm with the qualifications and staff resources necessary to perform City governmental facility planning services including, but not limited to, conditional assessment, space and programming needs assessment, site selection, and development of a long-term Public Works Facility conceptual layout and Phase 1 design documents. The Public Works Facility should focus on the preservation and potential redevelopment and/or readapting of current facilities for other future City use as well as the identification of and/or planning for new facilities to establish a framework for the anticipated City facility needs for the next twenty years. Sunland Design Group is the successful

firm after evaluating and interviewing in a two-step process from the choices of already approved Fiscal Year 2024 Architectural firms. Sunland Design Group will provide services for the city as outlined in the Scope of Work.

Planning services include a facilitated process lead by Sunland to gain consensus among Public Works departments on a preferred master plan layout and strategies. Team-building exercises using information developed in the Workshops and Individual Department meetings, provide a master plan which takes into consideration the City's anticipated future needs for space and organizational use of such space, including development or use of space not currently owned, operated, or used by the City, if such additional space is deemed necessary to the cost-effective and efficient operation of City government. As well, develop a short-term (1-4 years), mid-term (5-10 years) and long-term (20 years) sequence of events establishing the necessary stages of design, construction, redevelopment, and/or remodeling activity as the case may suggest, for the preferred strategy taking into consideration the need to maintain services and operations throughout implementation.

The Program of Requirements (POR) and Cost Estimate would include preparation of a preliminary POR for each proposed new building summarizing the square footage needs of each department and an order of magnitude cost estimate for each space as well as costs for the building. Meet with City Staff/Stakeholders to review the POR and Cost Estimate and prepare a comprehensive Programming and Planning Report. The programming and planning report for space requirements will be issued as a draft and then a final and will include, but not be limited to:

a. Assessment of departmental and division space needs and requirements.
b. Assessment whether current spaces are functioning to undertake the work of the city efficiently and effectively and any opportunities to consolidate duplicative spaces, or unnecessary areas.
c. Identification of efficiency and cost-effective layout alterations that may provide space for additional employees to possibly defer additional construction activity.
d. Forecasts for departmental growth and space needs.
e. Critical adjacencies between and within Departments.
f. Desired support areas and amenities.
g. Departmental security and safety needs.
h. Desired image of the organization and desired outward image of current and future facilities.

Site Selection and Planning includes preparation of site assessments for up to three separate sites. Site assessments will include development of site plans depicting buildings, parking, vehicular flow, and ingress/egress to determine the site's viability. To the extent the City can provide information regarding available capacities of offsite utility lines near the sites, the cost to upgrade those utilities to meet the needs of the project will be considered in the comparative analysis of the sites.

City staff requests approval of the Individual Project Order for Sunland Design Group related to the New Public Works Facility.

AGENDA ITEM REPORT
13.3.

SUMMARY OF REQUEST:

Approval of resolution

STAFF REVIEW:

FISCAL NOTES:

This project is included in Resolution #2023-266 expressing official intent to reimburse certain expenditures prior to the issuance of the 2024 debt issuance. This resolution included the new Public Works facility in the amount of $725,000. This project and funding will be recorded as follows:

Funding Source: Series 2024 Debt Issuance
Account Number: 58-040-058-6700
Account Name: F01 - new Public Works Facility
Budgeted Amount: $725,000
Amount Available: $725,000
Amount Requested: $149,693
Amount Remaining: $575,307

ATTACHMENTS:

1. Map_Public_Works_Facility
2. Hutto Res Approving IPO Sunland Group 2.27.24 R-2024-051
3. 2024 0220 Public Works Bldg - SUNLAND PROPOSAL_FINAL
4. Form 1295 Cert-Acknowledged-R-2024-051

Public Works Facility

RESOLUTION NO. R-2024-051

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING INDIVIDUAL PROJECT ORDER 23-10C-004 TO THE MASTER SERVICES AGREEMENT BETWEEN THE CITY OF HUTTO AND SUNLAND GROUP, INC. IN THE AMOUNT OF $149,693.46 FOR PLANNING, PROGRAMMING, AND SITE SELECTION SERVICES FOR THE PUBLIC WORKS FACILITY PROJECT (CIP F01-2024); AUTHORIZING THE CITY MANAGER TO EXECUTE THE IPO; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Individual Project Order 23-10C-004 ("IPO"), attached as Exhibit A and incorporated herein by reference, in the amount of $149,693.46, in accordance with the provisions of the Master Services Agreement For Professional Consulting Services executed between the City of Hutto and Sunland Group, Inc.; and

WHEREAS, the IPO provides planning, programming, and site selection services for the Public Works Facility Project (CIP F01-2024); and

WHEREAS, the City Council desires to authorize the City Manager to execute the IPO, 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 IPO, 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 7th day of March 2024 on vote of __AYES; ___NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

TASK ORDER #23-10C-004

Proposed ARCHITECTURE ROTATION LIST

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

1. Background Data
   a. Effective Date of Task Order #23-10C-004: February 20, 2024
   b. Owner: City of Hutto
   c. Vendor: SUNLAND GROUP, LLC

Specific Project (title): Public Works Facility Programming and Site Selection

1) Scope of services for Public Works Facility Programming and Site Selection will include the following services:
   a. Space and Programming Needs Assessment
   b. Site Assessment
   c. Assist in Site Selection

2. Fee: NTE $149,693.46

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 **02-20-2024**, at 5PM 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 #23-10C-004 is February 20, 2024.

OWNER:	CONSULTANT:
By:	By: Brandy Waters
Print Name:	Print Name: Brandy Waters
Title: _____	Title: President

1812 Centre Creek Drive 512.494.0208 t
Suite 350 512.494.0406 f
Austin, Texas 78754 www.sunlandgrp.com

February 26, 2024 (V2.2)

Patricia Davis
CIP Engineer
City of Hutto
500 W. Live Oak Street
Hutto, TX 78634

Re: Professional Services for Programming and Site Selection for the Hutto Public Works Facility

Mrs. Davis,

We value the opportunity to bring our professional expertise to your project. Below is our understanding of the scope and effort for providing professional services:

Summary:

The City of Hutto desires the development of a sound, actionable, and fiscally responsible Public Works Facility that supports the entire Public Works current and future needs to serve the citizens and internal customers by providing safe and inviting work environments that meet the varying operational needs of Public Works and other City Departments when necessary.

The City of Hutto requests to retain professional architectural services from Sunland Design Group consulting firm with the qualifications and staff resources necessary to perform city governmental facility planning services including, but not limited to, conditional assessment, space and programming needs assessment, site selection, and development of a long-term Public Works Facility conceptual layout and Phase 1 design documents. The Public Works Facility should focus on the preservation and potential redevelopment and/or readapting of current facilities for other future City use as well as the identification of and/or planning for new facilities to establish a framework for the anticipated City facility needs for the next twenty years. Sunland Design Group is the successful firm after evaluating and interviewing in a two-step process from the choices of already approved Fiscal Year 2024 Architectural firms. Sunland Design Group will provide services for the city as outlined in the Scope of Work.

Overall Project Goals:

1. Facilitate a process to gain consensus among Public Works departments on a preferred master plan layout and strategies.
2. Using information developed in the Workshops and Individual Department meetings, provide a master plan which takes into consideration the City's anticipated future needs for space and organizational use of such space, including development or use of space not currently owned, operated, or used by the City, if such additional space is deemed necessary to the cost effective and efficient operation of City government.
3. Develop a short-term (1-4 years), mid-term (5-10 years) and long-term (20 years) sequence of events establishing the necessary stages of design, construction, redevelopment, and/or remodeling activity as the case may suggest, for the preferred strategy taking into consideration the need to maintain services and operations throughout implementation.

1812 Centre Creek Drive 512.494.0208 t
Suite 350 512.494.0406 f
Austin, Texas 78754 www.sunlandgrp.com

Scope of Services:

1. **Space and Programming Needs Assessment**:
   a. **Kickoff Meeting:**
   Work with the city to identify all stakeholders and form a programming committee. Establish lines of communication and who has authority to act on behalf of the committee.
   Task Deliverable:
   Develop a project control plan (PCP) with decision matrixes, contact information, schedules, required attendees and deliverables.

   b. **Tour of Existing City of Hutto Facilities:**
      1. Tour the City's existing facilities with the Stakeholders to discuss their overall facility needs and document the existing facility.
      2. Interviews with designated personnel and representatives to elicit the individual perspectives of problems needing solutions and observations of past, current, and expected future operational and facility needs and deficiencies.

   c. **Tour of similar facilities:**
      1. Sunland Group and team are reaching out to past clients to arrange facility tours. We cannot guarantee this will happen, but if we are able to get them scheduled, we will notify you and arrange for a tour.

   d. **Workshops and Focus Group Meetings:** Sunland Group shall conduct three (3) Workshops with the Public Works and other stakeholders identified for the Public Works Facility to gather information from the Public Works team on municipal facility needs. These workshops will be split into three categories: 1) Big Picture Ideas, 2) Detailed Ideas, and 3) Final Work sessions. Sunland Group will also conduct 6 focus group meetings with 6 city divisions.

      i. **Workshop # 1 (Big Picture Ideas)**
         1. **Prepare for Workshop #1:** Review City's Strategic | Comprehensive Plans & Demographic Metrics – Review the City's Comprehensive Land Use Plan, Strategic Plan, Thoroughfare Plan, Utilities Plan, demographics, and other strategic planning data relative to the Project. Discuss metrics from this data that influence the Facility Needs Assessment & Site Selection with Staff and Council.
         2. **Conduct Workshop #1:** Meet with City Staff, City Council, Department Heads, and other critical Stakeholders to introduce the design team and gain an overall understanding of the City's current facility needs.
         3. **Task Deliverable:**
            a. Meeting Minutes with listing of facility's needs.

      ii. **Focus Groups Meetings & Existing Building Programming**: Six individual Focus Group Division meetings will be held with the Public Works Department Committee to perform interviews with designated personnel and representatives to elicit the individual perspectives of problems needing solutions and observations of past, current, and expected future operational and facility needs and deficiencies.
         a. City of Hutto Public Works Divisions:
            i. Construction Inspection

1812 Centre Creek Drive 512.494.0208 t
Suite 350 512.494.0406 f
Austin, Texas 78754 www.sunlandgrp.com

ii. Facilities
iii. Fleet Maintenance
iv. Utilities
v. Streets & Drainage
vi. Administration

b. Prepare interactive Needs Assessment Questionnaires for the project(s) and forward to Department Heads to enter the metrics needed to anticipate future facility needs. Note, it is imperative that a senior member of the City's Administrative Staff be present at the Focus Group Meetings to maintain control of requests by departments keeping them in line with the City's budgetary goals for an appropriately sized project. Under this task, Sunland will assist Staff and Stakeholders to:
c. Determine the spatial, functional, equipment, adjacency, environmental, technology, security, and sustainability requirements for public works facility. This information will be documented at a level necessary to determine the approximate scope and budget for each facility for the referendum but may require additional information for the projects to proceed at the time of final design.
d. Review demographics, proposed housing developments in progress and other relevant data to estimate projected growth patterns of the City and staffing needs for the next 15-20 years.
e. Compare FTE projections anticipated by Staff with peer municipalities.
f. Determine appropriate FTE and square footage projections for the next 5-, 10-, 15-, and 20-year intervals for the PW facility.
g. For each existing division, Sunland Group shall provide building programming to:
    a. Identify the nature of work performed in or function of each workspace.
    b. Identify on an inter-departmental basis and an intra- and inter-divisional basis what working relationships exist and the level of intensity of those working relationships.
    c. Identify the physical proximity needs of the aforesaid working relationships.
    d. Assess whether the proximity of work performed in one space and interrelated with work performed in another space promotes or inhibits the effectiveness and efficiency of the overall work performed in the two or more spaces.
    e. Identify the number of employees using each space.
    f. Identify ancillary and accessory programming requirements, such as, but not limited to, data and communications, conference/meeting rooms, printer/copier areas, and file & storage space. Also include functional spaces, such as restrooms, mechanical spaces, vestibules, hallways, and similar space allocations.
    g. Identify security issues and concerns and ways they can be addressed.
    h. Identify health and safety issues to consider shelter in-place, rotational shifts, and COVID-19 proximity standards.
    i. Assess whether the space is currently adequate given the nature of the work performed therein or the function thereof.
    j. Assess the locations of public safety facilities in relation to emergency

service response times.

k. Assess what the space will be necessary for the first phase (3-5 years) and adequate into the foreseeable future (10 and 20 years out) given the nature of the work performed therein or function thereof and the possible expansion of the work or the number of employees performing such work.
l. Assess each facility's exterior features that support the facility on its site, including public and entry access, on-site storage, and vehicle accommodations.
m. Assess parking capacity for public and staff needs.
n. Assess public accessibility to public meeting spaces and departmental services.

iii. Workshop # 2 (Detailed Ideas):

a. **Prepare for Workshop #2:** Prepare analysis of existing facility programs and adjacencies, develop a broad preliminary code report, research precedent facilities, and discuss short, mid, and long-term goals for each facility.
b. **Conduct Workshop #2:** Meet with Department Heads, and other critical Stakeholders to present existing facility analysis while discussing current deficiencies, discuss precedent facility assessments, and broad facility code report. Identify all short, mid, and long-term goals for the future facilities and divisions.
c. **Task Deliverables:**
    a. Meeting Minutes
    b. Create a table of short, mid, and long-term goals for each facility identifying the requirements to meet each goal.
    c. Create a document identifying the current deficiencies of existing facilities for each division and identify strategies to resolve spatial issues.
    d. Create Room Data Sheets

iv. Workshop #3 (Final Work Sessions):

a. **Prepare for Workshop #3**
b. **Conduct Workshop #3:** Meet with the project stakeholders to arrange scale room cutouts from the Program of Requirements into departmental layouts (Conceptual) for the PW Facility Complex.
c. **Task Deliverables:**
    a. Meeting minutes
    b. Place information in a diagrammatic form to depict the processes and relationships the finished project must accommodate. Techniques such as flowcharts and relationship diagrams will be utilized.

e. Program of Requirements and Cost Estimate

Prepare a preliminary Program of Requirements (POR) for each proposed new building summarizing the square footage needs of each department and an order of magnitude cost estimate for each space as well as costs for the building. Meet with City Staff/Stakeholders to review the POR and Cost Estimate.

f. Programming and Planning Report:

The programming and planning report for space requirements will be issued as a draft and then a final and will include, but not be limited to:

a. Assessment of departmental and division space needs and requirements.
b. Assessment as to whether current spaces are functioning to undertake the work of the city efficiently and effectively and any opportunities to consolidate duplicative spaces, or unnecessary areas.
c. Identification of an efficiency and cost-effective layout alterations that may provide space for additional employees to possibly defer additional construction activity.
d. Forecasts for departmental growth and space needs.
e. Critical adjacencies between and within Departments.
f. Desired support areas and amenities.
g. Departmental security and safety needs.
h. Desired image of the organization and desired outward image of current and future facilities.

g. Preliminary Plans:
Utilizing the approved program, we will design the first iteration of floor plan(s) for the project. The development in this phase will be an iterative process where several versions of the plan will be revised and refined until a final plan is agreed upon with the city. Initial block building massing will be established. (The actual project site needs to have been identified for this task)

2. Site Selection and Planning:

a. Prepare site assessments for up to three separate sites. Site assessments will include development of site plans depicting buildings, parking, vehicular flow, and ingress/egress to determine the site's viability. To the extent the City can provide information regarding available capacities of off-site utility lines near the sites, the cost to upgrade those utilities to meet the needs of the project will be considered in the comparative analysis of the sites.

3. Attend a City Council Meeting:
Prepare a PowerPoint Presentation – PW Facility Needs Assessment & Conceptual Layout for the results of the Facility Needs Assessment summarizing the Site Assessments, Program of Requirements, Conceptual Layout options and Order of Magnitude Cost Estimate. Assist Staff in presenting the PowerPoint Presentation and renderings to Council for comment.

4. Summation of Final Deliverables:

a. Final documents shall include, but are not limited to the following (for the comprehensive results of Planning, Programming and Site Selection):
    i. Public Works Facility Programming and Planning Report
    ii. Relevant/diagrammatic information.
    iii. Preliminary project budgets
b. Master Plan Strategies (Floor Plan and Site Plan Concept Layouts)
c. Preliminary project schedules

1812 Centre Creek Drive 512.494.0208 t
Suite 350 512.494.0406 f
Austin, Texas 78754 www.sunlandgrp.com

Compensation:

Compensation for the scope of services will be accomplished for a NTE fee as follows:

Cost Proposal by Cost and Type

Hutto Public Works Facility

Task	Description	Labor	Sub Consultants	Expenses	Total Price
100	Programming:	$ 85,504.40	$ 23,765.00	$ 2,590.00	$ 111,859.40
200	Site Selection & Planning	$ 22,720.94	$ 12,020.00	$ 627.50	$ 35,368.44
300	City Council Updates	$ 2,433.12	$ -	$ 32.50	$ 2,465.62
400	-	$ -	$ -	$ -	$ -
500	-	$ -	$ -	$ -	$ -
600	-	$ -	$ -	$ -	$ -
700	-	$ -	$ -	$ -	$ -
800	-	$ -	$ -	$ -	$ -
	Totals	$ 110,658.46	$ 35,785.00	$ 3,250.00	$ 149,693.46
				Total Extended Price	$ 149,693.46

Our fee includes anticipated expenses. Should unanticipated expenses be required, we will verify with the city before incurring and will invoice at cost to the Architect plus 5%.

Schedule:

Refer to the attached schedule.

Assumptions:

1. The site selection will be finalized prior to developing the preliminary floor plans.
2. Refer to the sub-consultant proposals for specific scope and exclusions.
3. The city will commission title searches for the 3 sites to be reviewed under this contract.
4. It is imperative that a senior member of the City's Administrative Staff be present at the Focus Group Meetings to maintain control of requests by departments keeping them in line with the City's budgetary goals for an appropriately sized project.

Exclusions:

1. Any services not defined above
2. Rezoning
3. Attending Planning and Zoning Commission Meetings
4. Platting
5. Surveying & subsurface utilities services
6. Geotechnical Investigations
7. Water Pressure Testing
8. TCEQ Permitting
9. Environmental Assessments
10. Site or Building Permitting
11. Cost estimation for existing buildings which will remain in use

1812 Centre Creek Drive
Suite 350
Austin, Texas 78754

512.494.0208 t
512.494.0406 f
www.sunlandgrp.com

Thank you for this opportunity, we look forward to a successful project.

Sincerely,

Dale Austin, AIA, TX RA #17150
Vice President of Architecture
Sunland Group, Inc.

1812 Centre Creek Drive 512.494.0208 t
Suite 350 512.494.0406 f
Austin, Texas 78754 www.sunlandgrp.com

Fee Breakdown

Cost Proposal by Cost and Type

Hutto Public Works Facility

Task	Description	Labor	Sub Consultants	Expenses	Total Price
100	Programming:	$ 85,504.40	$ 23,765.00	$ 2,590.00	$ 111,859.40
200	Site Selection & Planning	$ 22,720.94	$ 12,020.00	$ 627.50	$ 35,368.44
300	City Council Updates	$ 2,433.12	$ -	$ 32.50	$ 2,465.62
400	-	$ -	$ -	$ -	$ -
500	-	$ -	$ -	$ -	$ -
600	-	$ -	$ -	$ -	$ -
700	-	$ -	$ -	$ -	$ -
800	-	$ -	$ -	$ -	$ -
	Totals	**$ 110,658.46**	**$ 35,785.00**	**$ 3,250.00**	**$ 149,693.46**

Total Extended Price **$ 149,693.46**

Hutto Public Works Facility

LABOR

Task	Sub Task	Description	Architecture			Civil / Planning		Cost Estimating				Totals	
		Category:	Architecture			Civil / Planning		Cost Estimating					
		Title:	Managing Architect	Architect Assoc IV	Architect Assoc II	Supervisory Engineer IV	-	Cost Manager / QAQC	Supervisory Estimator V	Cost Estimator II	-		
		Bill Rate:	$ 203.88	$ 120.79	$ 100.82	$ 172.99	$ -	$ 200.46	$ 160.63	$ 108.74	$ -		
		Task Fee:	$ 29,562.60	$ 724.74	$ 47,990.32	$ -	$ -	$ 400.92	$ 1,606.30	$ 5,219.52	$ -	$ 85,504.40	Task Fee
100		Programming:	145	6	476	0	0	2	10	48	0	687	Task Hours
	1	Kickoff Meeting, Prep & Minutes	4		6							10	
	2	Develop Project Control Plan	1		4								
	3	Existing Site Visits:										0	
	4	One day tour of existing City Facilities	8		8							16	
	5	Collect and document facility information and stakeholders discussions	4		16							20	
	6	Workshop 1										0	
	7	Prep for Workshop 1	4		24							28	
	8	Conduct Workshop 1	2		4							6	
	9	Minutes for workshop 1			2							2	
	10	Focus Group Meetings & Existing Building Programming										0	
	11	Division Meetings:										0	
	12	Construction Inspection	4		12							16	
	13	Facilities	4		12							16	
	14	Fleet Maintenance	4		12							16	
	15	Utilities	4		12							16	
	16	Streets & Drainage	4		12							16	
	17	Administration	4		12							16	
	18	Prepare interactive Questionnaires	1		4							5	
	19	Prepare existing program data	4		24							28	
	20	Workshop 2										0	
	21	Prep for Workshop 2	4		28							32	
	22	Conduct Workshop 2	8		8							16	
	23	Minutes for workshop 2	2		10							12	
	24	Develop a Broad Code Report	2		10							12	
	25	Workshop 3										0	
	26	Prep for Workshop 3	4		28							32	
	27	Conduct Workshop 3	8		8							16	
	28	Minutes for workshop 3	2		10							12	
	29	Program of Requirements and Cost Estimate										0	
	30	Create Room Data Sheets and Quantify Sizes	4		24							28	
	31	Create Program of Requirements	2		24							26	
	32	ROM Cost Estimate	2					1	6	34		43	
	33	Programming and Planning Report:										0	
	34	Document the Program	8		24							32	
	35	Draft Report	8		40							48	
	36	Final Report	8		32			1	4	14		59	
	37	QAQC Review for Draft and Final	2	6	2							10	
	38	Preliminary Plans:										0	
	39	Develop preliminary plans	4		32							36	
	40	Meeting with the City to Discuss	4		4							8	
	41	Modify Preliminary Plans	2		16							18	
	42	Finalize Preliminary Plans	1		6							7	
	43	Develop design project schedule	4									4	
	44	PM Oversight	10									10	
	45	Misc. Virtual Meetings	4		6							10	
		Task Fee:	$ 9,786.24	$ -	$ 11,896.76	$ 1,037.94	$ -	$ -	$ -	$ -	$ -	$ 22,720.94	Task Fee
200		Site Selection & Planning	48	0	118	6	0	0	0	0	0	172	Task Hours
	1	On-site Investigation for Site #1	4		6							10	
	2	On-site Investigation for Site #2	4		6							10	
	3	On-site Investigation for Site #3	4		6							10	
	4	Gather relevant site information for Site #1	2		10	2						14	

Hutto Public Works Facility

LABOR

Task	Sub Task	Description	Category:	Architecture			Civil / Planning		Cost Estimating				Totals	
			Title:	Managing Architect	Architect Assoc IV	Architect Assoc II	Supervisory Engineer IV	-	Cost Manager / QAQC	Supervisory Estimator V	Cost Estimator II	-		
			Bill Rate:	$ 203.88	$ 120.79	$ 100.82	$ 172.99	$ -	$ 200.46	$ 160.63	$ 108.74	$ -		
	5	Gather relevant site information for Site #2		2		10	2						14	
	6	Gather relevant site information for Site #3		2		10	2						14	
	7	Prepare site sketch for Site and Analysis for Site #1		2		16							18	
	8	Prepare site sketch for Site and Analysis for Site #2		2		16							18	
	9	Prepare site sketch for Site and Analysis for Site #3		2		16							18	
	10	Meet with City of Hutto Planning Dept		4		4							8	
	11	Attend Meeting to present sites 3		4		4							8	
	12	Revise plan or plan(s) based upon city comments		2		8							10	
	13	PM Oversight		10									10	
	14	Misc. Virtual Meetings		4		6							10	
													0	
			Task Fee:	$ 1,223.28	$ -	$ 1,209.84	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,433.12	Task Fee
300		City Council Updates	Task Hours:	6	0	12	0	0	0	0	0	0	18	Task Hours
	1	Prep City Council Meeting		2		8							10	
	2	Attend and present at City Council Meeting		4		4							8	
													0	
													0	
													0	
			Hours:	199	6	606	6	0	2	10	48	0	877	Total Hours
			Labor:	$ 40,572.12	$ 724.74	$ 61,096.92	$ 1,037.94	$ -	$ 400.92	$ 1,606.30	$ 5,219.52	$ -	$ 110,658.46	Total Labor
			Summation:			$ 102,393.78		$ 1,037.94				$ 7,226.74	$ 110,658.46	Summation

Hutto Public Works Facility

SUBS AND EXPENSES

Task	Sub Task	Description	Category:	Sub Consultants				Expenses			Totals	
			Title:	Comb Consultation Group	Civil Jose Guerra	MEP/FP Jose Guerra	-	Mileage	Jose Guerra Travel Reimbursable	Copies & Prints		
			Units	1	1	1	1	$ 0.65	$ 1.00	$ 1.00		
			Task Cost	$ 1,800.00	$ 14,840.00	$ 7,125.00	$ -	$ 390.00	$ 400.00	$ 1,800.00	$ 23,765.00	Sub Con Total
100		Programming:	Task Units	$ 1,800.00	$ 14,840.00	$ 7,125.00	$ -	600	400	1800	$ 2,590.00	Expenses Total
	1	Technology / Security Programming		$ 1,800.00								
	2	Civil Programming			$ 14,840.00				400			
	3	MEP/FP				$ 7,125.00						
	4	Graphic Boards for Workshops								1500		
	5	4 Printed and Bound Reports								300		
	6	Sunland Programming Mileage						600				
			Task Cost	$ -	$ 12,020.00	$ -	$ -	$ 227.50	$ 400.00	$ -	$ 12,020.00	Sub Con Total
200		Site Selection & Planning	Task Units	$ -	$ 12,020.00	$ -	$ -	350	400	0	$ 627.50	Expenses Total
	1	Civil Site Review			$ 12,020.00				400			
	2	Sunland Site Selection Mileage						350				
			Task Cost	$ -	$ -	$ -	$ -	$ 32.50	$ -	$ -	$ -	Sub Con Total
300		City Council Updates	Task Units	$ -	$ -	$ -	$ -	50	0	0	$ 32.50	Expenses Total
	1	Sunland Council Mtg Mileage						50				
			Total Costs	$ 1,800.00	$ 26,860.00	$ 7,125.00	$ -	$ 650.00	$ 800.00	$ 1,800.00	$ 35,785.00	Sub Cont Total
											$ 3,250.00	Expenses Total
											$ 39,035.00	SUB & EXP Total

Sunland GROUP

Hourly Rate Table

Hutto Public Works Facility

Titles	Rates:	
President	$	198.87
Managing Architect	$	203.88
Architect Assoc IV	$	120.79
Architect Assoc II	$	100.82
Supervisory Engineer IV	$	172.99
Professional Engineer I	$	140.86
Professional Engineer II	$	145.09
Professional Engineer III	$	149.44
CAD Tech II	$	88.95
CAD Tech VI	$	126.65
Supervisory CAD IV	$	132.98
Not Used	$	-
Cost Manager / QAQC	$	200.46
Project Controls Manager	$	160.63
Supervisory Estimator V	$	160.63
Cost Estimator II	$	108.74
Cost Estimator III	$	111.62
Cost Estimator IV	$	135.49
Cost Estimator V	$	144.69
Cost Estimator VI	$	189.02
-	$	-
-	$	-
-	$	-

1812 Centre Creek Drive 512.494.0208 t
Suite 350 512.494.0406 f
Austin, Texas 78754 www.sunlandgrp.com

Sub Consultant Proposals

Proposal for Technology and Security Systems Programming Services

For

City of Hutto
Public Works Building
Hutto, Texas

February 12, 0224

Submitted to:

Dale Austin, RA, AIA
Vice President of Architecture
Sunland Group
1812 Centre Creek Drive, Suite 350
Austin, Texas 78754

Submitted by:

Mr. Brian K. Combs, RCDD
Vice President

1022 River Road, #2
Boerne, Texas 78006
Voice: (210) 698-7887

TABLE OF CONTENTS

Table of Contents 2

Cover Letter 3

Scope of work 5

Work Plan 5

Programming 5

Fee Schedules 6

Clarifications and Exclusions to the Work Plan 7

Hourly Fees for Additional Services 8

Signature Page 9

COVER LETTER

February 12, 2024

Dale Austin, RA, AIA
Vice President of Architecture
Sunland Group
1812 Centre Creek Drive, Suite 350
Austin, Texas 78754

Re: Proposal for Technology and Security Systems Programming Services for City of Hutto Public Works Building

COMBS Consulting Group, LP appreciates the opportunity to submit this proposal for technology and security systems programming services requested by Sunland Group for the City of Hutto Public Works Building. We understand the project entails assisting with the programming for a new City of Hutto Public Works Building.

The programming services ***proposed*** include the following systems:

- *Structured Cabling System*
- *Audio | Visual System*
- *Access Control System*
- *Intrusion Detection System*
- *Video Surveillance System*

The programming services ***not proposed*** include the following systems:

- *Data Network System*
- *Wireless Data Network System*
- *Voice (Telephone) System*
- *Public Address / Intercom System*
- *Fire Alarm System*
- *Distributed Antenna System*

If you have questions or require additional information, please contact me at 210-698-7887 or by email at Brian.Combs@Combs-Group.com.

Best Regards,

Brian K. Combs, RCDD, Vice President
COMBS Consulting Group, LP

SCOPE OF WORK

WORK PLAN

Upon acceptance of the proposal and an executed agreement or written notice to proceed, COMBS Consulting Group, LP shall immediately proceed with the following work plan. The activities and deliverables indicated within the work plan are based upon our understanding of the project, inclusive of the proposed scope of work and associated fee schedule as provided later in this proposal.

Programming

COMBS Consulting Group, LP will provide a Registered Communications Distribution Designer (RCDD) to serve as Project Manager for the technology and security systems. COMBS Consulting Group, LP will work closely with the A/E design team to develop the appropriate programming narratives.

Work Tasks

- Attend Project Kick-off Meeting **(Virtual)**
- Attend Workshop #1 (Big Picture Ideas)
- Attend Workshop #2 (Detailed Ideas)
- Attend Workshop #3 (Final Work Sessions)
- Participate in Program of Requirements and Cost Estimates for Technology and Security Systems **(Virtual)**
- Develop Programming and Schematic Narrative of Technology and Security Systems

Deliverables

- Programming and Schematic Narrative

FEE SCHEDULES

COMBS Consulting Group, LP is proposing the following fixed fee schedule for the City of Hutto Public Works Building defined as the scope of work/work plan. Our fees are inclusive of the scope of work/work plan as indicated earlier in this proposal.

Phase	Estimated # of Man-Hours	Hourly Fee	Extended Fee
Attend Project Kick-off Meeting **(Virtual)**	2	$ 150.00	$ 300.00
Attend Workshop #1 (Big Picture Ideas)	2	$ 150.00	$ 300.00
Attend Workshop #2 (Detailed Ideas)	2	$ 150.00	$ 300.00
Attend Workshop #3 (Final Work Sessions)	2	$ 150.00	$ 300.00
Participate in Program of Requirements and Cost Estimates for Technology and Security Systems **(Virtual)**	2	$ 150.00	$ 300.00
Develop Programming and Schematic Narrative of Technology and Security Systems	2	$ 150.00	$ 300.00
Total	12	$ 150.00	$ 1,800.00

CLARIFICATIONS AND EXCLUSIONS TO THE WORK PLAN

COMBS Consulting Group, LP is clarifying the following and/or excluding the following from the proposed fixed fee scope of work/work plan and is proposing an additional services proposal be used for additional services in the event that the Owner requests COMBS Consulting Group, LP to perform work that is not included in our proposal and defined scope of work/work plan or the following are required as part of the project:

CLARIFICATIONS:

1. In the event a portion of or the entire project is cancelled by Sunland Group prior to completion of the project, COMBS Consulting Group, LP will invoice and Sunland Group will pay up to the current progress of the project prior to cancellation.

EXCLUSIONS:

1. The programming of any technology or security systems for any facilities/buildings/spaces other than those specifically identified in this proposal unless the agreement between parties is updated to reflect those design services.

2. The detailed design, procurement or construction administration of any technology or security systems unless the agreement between parties is updated to reflect those design services.

HOURLY FEES FOR ADDITIONAL SERVICES

Hourly fees for any and all additional services associated with, but outside of the scope of this proposal will be determined on an as-needed basis for the duration of the project. COMBS Consulting Group, LP shall obtain written approval from Sunland Group prior to performing any additional services as defined in this proposal.

Principal: $175.00/hr.
Consultant: $150.00/hr.
CAD Designer: $95.00/hr.

January 26, 2024
February 13, 2024 Revised

Mr. Dale Austin, RA, AIA
Sunland Group
1812 Centre Creek Drive, Suite 350
Austin, TX 78754

Re: **Hutto Public Works Facility – Civil Site Selection Review and Programming**
Hutto, Texas

Dear Mr. Austin:

Jose I. Guerra, Inc. (Guerra) is pleased to submit our proposal to provide Consulting Civil Engineering Services for the above-referenced project.

The Scope of Work is based upon the information e-mailed to our office on January 25, 2024; and information gathered at a meeting with you on January 23, 2024. The Scope of Work is further clarified as follows:

General

1. All work will be performed in accordance with the prime agreement between Sunland Group and the Owner.

A. Scope of Services - 3 Sites Review

1. Guerra will review and provide comments on up to 3 proposed site evaluations provided by Sunland Group including the following items:

   a) Extent and capacity of existing utilities
   b) Utility impediments / constraints
   c) Topo (major contours, high points, low points from available google earth or GIS; topographic survey not required)
   d) Storm water management
   e) Flood plain
   f) Significant trees to be saved or relocated.

2. Perform up to three on-site investigations to review existing site conditions at each proposed site.

3. Attend one virtual kick off meeting with the Owner.

2. Attend up to three virtual meetings with the design team to discuss site selections.

B. Scope of Services – Civil Programming

This proposal is based on the assumption that once a site is selected for the project a complete and accurate survey and geotechnical report will be provided to Guerra for use in developing the civil narratives for programming.

We understand our Scope of Services to be as follows:

1. Determine the code requirements of the proposed new Civil systems.

2. Attend one meeting with Owner staff to review draft programming.

3. Attend up to three team virtual meetings.

4. Review Opinion of Probable Cost for Civil systems provided by others.

5. Prepare Final Program Civil narratives to including the following:

    a. A Final Civil narrative including diagrammatic sketches identifying existing utilities, topo and trees, existing surface conditions, general topography and drainage conditions, accessibility, and review of potential impacts to existing utilities . Photographic documentation will be included where applicable.

The following are excluded from the proposed Scope of Services:

1. Schematic Design – Construction Administration

2. Special inspection services as defined by the International and Uniform Building Codes.

3. Testing (destructive or non-destructive) of system materials or components.

4. The development of detailed construction cost estimates.

5. Preparation of Traffic Control Plans and/or Traffic Impact Analysis.

6. Planning and Zoning Commission process

7. Any TCEQ Permitting, if applicable.

8. Environmental Site Assessment (ESA), Environmental Resource Inventory (ERI) and any permitting/processing through the Environmental Board.

9. All plan review, permit and application fees or any other fees to local municipalities or utility providers.

10. Natural gas design is excluded, but can be shown for routing purposes.

11. Surveying and subsurface utilities services.

12. Wet detention/ retention pond design.

13. Design and specification of water quality structures and performance of other TPDES consultant functions, including preparation of SWPPP documentation, is excluded from our scope of work, but can be provided as an additional service.

14. Site Plan Exemptions and/or Site Development Permitting and processing through the City of Hutto Development Services, Planning and Zoning Commission, Environmental Board, Neighborhood Groups, and other such organizations/jurisdictions.

15. Utility improvements to public infrastructure not included within the project property boundary limits.

B. Compensation

The Scope of Work defined above will be performed for a fixed fee as summarized below:

Basic Civil Engineering Services:

Civil Engineering -3 Sites Review Fee	**$12,020.00**
Civil Programming Fee	**$14,840.00**

Project-related reimbursable expenses such as delivery service, printing, etc. are not included in the above fees; nor anticipated.

Travel Reimbursable Allowance Fee	**$800.00**

Additional services, if required and requested by Sunland Group in writing, will be negotiated on a fixed-fee basis in accordance with our current rate schedule (see Attachment A). Additional services constitute any scope-of-work that is in addition to that described herein, or anything that would require the addition to or modification of drawings after signed-and-sealed documents have been released, that would not be considered clarification or correction pursuant to the original scope-of-work.

Invoices will be submitted monthly and will be due and payable in accordance with the prime agreement between Sunland Group and the Owner.

Guerra is committed to providing high quality and responsive consulting engineering services. We welcome this opportunity and look forward to continuing our successful relationship with Sunland Group.

If this proposal is satisfactory, please forward an AIA C401 agreement for our review and signature or please sign and return a copy of this letter for our records. This proposal is good for 60 calendar days from the submitted date above.

Respectfully submitted,
JOSE I. GUERRA, INC.

Shawn Allen, P.E.
President

ATTACHMENT A

Hourly Rate Schedule
January 1, 2024

Principal	$310.00
Senior Project Manager	$200.00
Senior Project Engineer	$200.00
Project Manager	$175.00
Project Engineer	$175.00
Senior Design Engineer	$165.00
Senior Designer	$155.00
Design Engineer	$125.00
Designer	$110.00
CAD/BIM Manager	$115.00
Senior CAD/BIM Technician	$105.00
CAD/BIM Technician	$ 95.00
Administrative Supervisor	$125.00
Administrative Assistant	$ 85.00
Expert Witness Testimony	$375.00

SUB CONSULTANT - FEE ESTIMATE WORKSHEET
HOURLY BY TASK LABOR BREAKDOWN

Hutto Public Works Building	
Date	2/13/2024
Sub Consultant Name:	**Jose I. Guerra, Inc.**
Discipline Services Provided:	**Civil Engineering**
MBE/WBE Certification/Gender Ethnicity:	MDB / MH

	Personnel Title (COA / JIG)	Principal		Sr. Project Manager		Sr. Project Engineer		Project Engineer		CAD/BIM Manger		CAD/BIM Tech		Administrative Assistant		TOTAL	
		$310.00		$200.00		$200.00		$175.00		$115.00		$95.00		$85.00			
TASK	TASK NAME	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	TOTAL $
	3 Sites Review																
	Kick off Meeting & 3 team meetings - Virtual		$0.00	0.5	$100.00	8	$1,600.00	4	$700.00		$0.00		$0.00	0	$0.00	12.5	$2,400.00
	3 site visits		$0.00	1	$200.00	18	$3,600.00	18	$3,150.00		$0.00		$0.00	1	$85.00	38	$7,035.00
	Review 3 site assessments by Sunland		$0.00	1	$200.00	8	$1,600.00	4	$700.00		$0.00		$0.00	1	$85.00	14	$2,585.00
																0	$0.00
	Sub Total	**0**	**$0.00**	**2.5**	**$500.00**	**34**	**$6,800.00**	**26**	**$4,550.00**	**0**	**$0.00**	**0**	**$0.00**	**2**	**$170.00**	**64.5**	**$12,020.00**
	Programming																
	One Owner Meeting & 3 team meetings - Virtual		$0.00		$0.00	8	$1,600.00	4	$700.00		$0.00		$0.00	0	$0.00	12	$2,300.00
	Programming / Civil Narrative Development		$0.00	2	$400.00	32	$6,400.00	28	$4,900.00		$0.00		$0.00	4	$340.00	66	$12,040.00
	Review Civil Cost Estimate		$0.00	0.5	$100.00	2	$400.00		$0.00		$0.00		$0.00		$0.00	2.5	$500.00
																0	$0.00
	Sub Total	**0**	**$0.00**	**2.5**	**$500.00**	**42**	**$8,400.00**	**32**	**$5,600.00**	**0**	**$0.00**	**0**	**$0.00**	**4**	**$340.00**	**80.5**	**$14,840.00**

TRAVEL REIMBURSABLE EXPENSES	$800.00
TOTAL LABOR and EXPENSES	**$27,660.00**

Attachment A: Fee Estimate Worksheet

Jose I. Guerra, Inc.
Consulting Engineers
50
Engineering Excellence Since 1973

January 26, 2024
January 31, 2024 Revised
February 13, 2024 Revised

Mr. Dale Austin, RA, AIA
Sunland Group Group
1812 Centre Creek Drive, Suite 350
Austin, TX 78754

Re: **Hutto Public Works Facility – MEP/FP Programming**
Hutto, Texas

Dear Mr. Austin:

Jose I. Guerra, Inc. (Guerra) is pleased to submit our proposal to provide Consulting Mechanical, Electrical, Plumbing and Fire Protection (MEP/FP) Engineering Services for the above referenced project.

The Scope of Work is based upon the information e-mailed to our office on January 25, 2024; and information gathered at a meeting with you on January 23, 2024 and January 31, 2024. The Scope of Work is further clarified as follows:

General

1. All work will be performed in accordance with the prime agreement between Sunland Group and the Owner.

Scope of Services – MEP/FP Programming:

We understand our Scope of Services to be as follows:

1. Attend one virtual programming kick off meeting with the Owner.

2. Provide program advice on MEP/FP systems and spaces.

3. Review and advise on site electrical service once final site is selected.

Exclusions

The following services are excluded from the proposed Scope of Services:

1. Additional meetings with the Owner.

2. MEP/FP programming documents including narratives.

3. Site Visits

4. Special inspection services as defined by the International and Uniform Building Codes.

5. Testing (destructive or non-destructive) of system materials or components.

6. The development of a detailed construction cost estimate or opinion of probable construction costs.

7. Schematic Design – Construction Administration Services.

Compensation

The Scope of Work defined above will be performed for a fixed fee as detailed as indicated below:

Programming Services:

Mechanical, Electrical, Plumbing, and Fire Protection $7,125.00

Project-related reimbursable expenses such as delivery service, printing, etc. are not included in the above fees.

Invoices will be submitted monthly and will be due and payable in accordance with the prime agreement between Sunland Group and the Owner.

Guerra is committed to providing high quality and responsive consulting engineering services. We welcome this opportunity and look forward to continuing our successful relationship with Sunland Group.

If this proposal is satisfactory, please forward an AIA C401 agreement for our review and signature or please sign and return a copy of this letter for our records. This proposal is good for 60 calendar days from the submitted date above.

Respectfully submitted,
JOSE I. GUERRA, INC.

Shawn Allen, P.E.
President

Attachement A: Hourly Rates and Workplan

Attachement A

Hourly Rate Schedule
January 1, 2024

Principal	$310.00
Senior Project Manager	$200.00
Senior Project Engineer	$200.00
Project Manager	$175.00
Project Engineer	$175.00
Senior Design Engineer	$165.00
Senior Designer	$155.00
Design Engineer	$125.00
Designer	$110.00
CAD/BIM Manager	$115.00
Senior CAD/BIM Technician	$105.00
CAD/BIM Technician	$ 95.00
Administrative Supervisor	$125.00
Administrative Assistant	$ 85.00
Expert Witness Testimony	$375.00

SUB CONSULTANT - FEE ESTIMATE WORKSHEET
HOURLY BY TASK LABOR BREAKDOWN

Hutto Public Works Building	
Date	2/13/2024
Sub Consultant Name:	**Jose I. Guerra, Inc.**
Discipline Services Provided:	**MEP Engineering**
MBE/WBE Certification/Gender Ethnicity:	MDB / MH

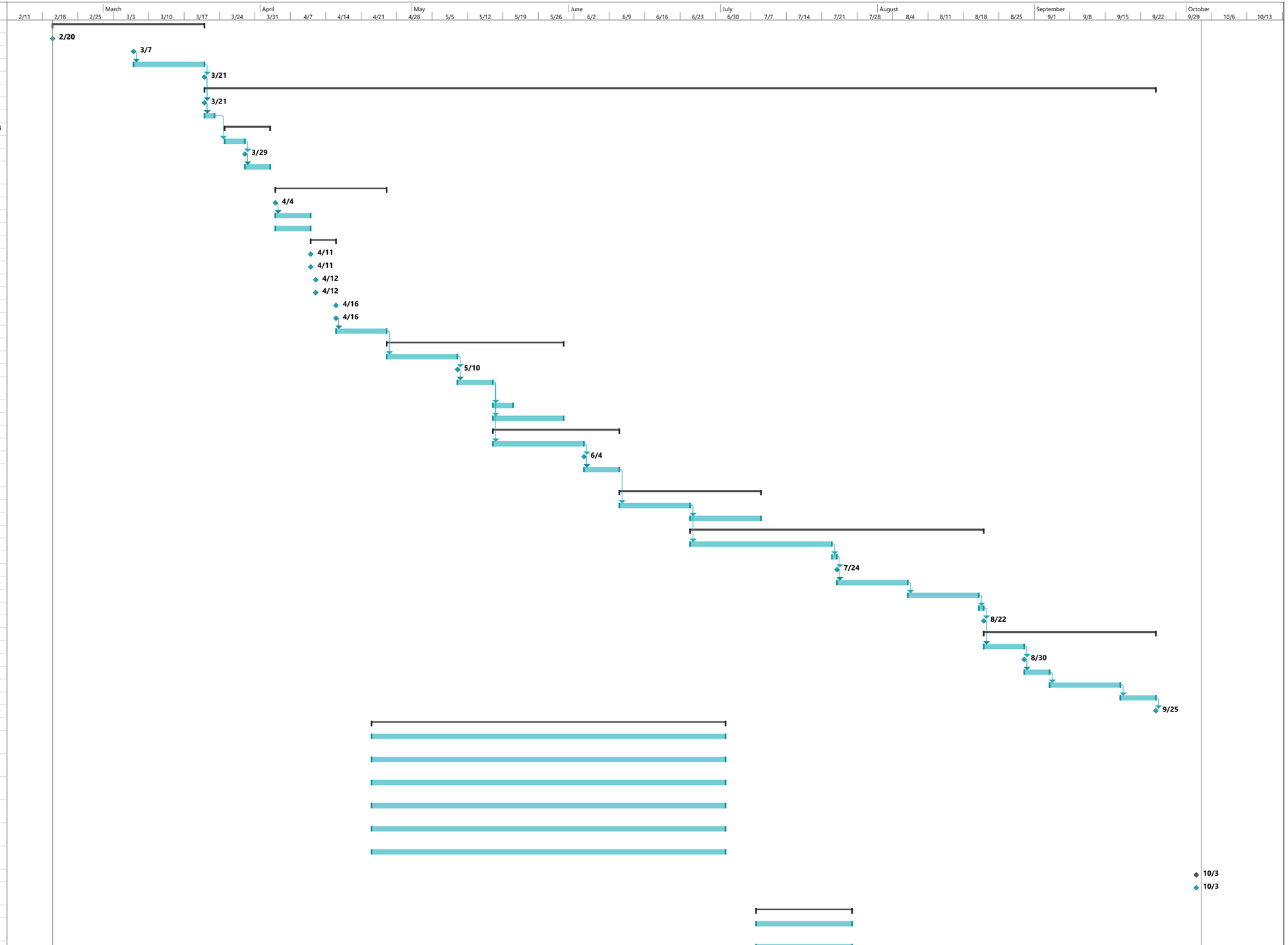
	Personnel Title (COA / JIG)	Principal		Sr. Project Manager		Sr. Project Engineer		Project Engineer		CAD/BIM Manger		CAD/BIM Tech		Administrative Assistant		TOTAL	
		$310.00		$200.00		$200.00		$175.00		$115.00		$95.00		$85.00			
TASK	TASK NAME	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	$	Hrs.	TOTAL $
	Programming																
	One Owner Kick off Meeting- Virtual	2	$620.00		$0.00	4	$800.00		$0.00		$0.00		$0.00	0	$0.00	6	$1,420.00
	Programming - MEP/FP Systems and rooms sizes	2	$620.00	2	$400.00	8	$1,600.00	8	$1,400.00		$0.00		$0.00	1	$85.00	21	$4,105.00
	Review electrical of chosen site		$0.00		$0.00	8	$1,600.00		$0.00		$0.00		$0.00		$0.00	8	$1,600.00
	Sub Total	**4**	**$1,240.00**	**2**	**$400.00**	**20**	**$4,000.00**	**8**	**$1,400.00**	**0**	**$0.00**	**0**	**$0.00**	**1**	**$85.00**	**35**	**$7,125.00**

TRAVEL REIMBURSABLE EXPENSES	
TOTAL LABOR and EXPENSES	**$7,125.00**

1812 Centre Creek Drive 512.494.0208 t
Suite 350 512.494.0406 f
Austin, Texas 78754 www.sunlandgrp.com

Programming & Planning Schedule

ID	Task Mode	Task Name	Duration	Start
1		**Administrative**	**22 days**	**Tue 2/20/24**
2		Sunland Fee Proposal Due to Hutto	0 days	Tue 2/20/24
3		City Council Review and Approval	0 days	Thu 3/7/24
4		Contracting Period	10 days	Thu 3/7/24
5		NTP	0 days	Thu 3/21/24
6		**Programming:**	**134 days**	**Thu 3/21/24**
7		Virtual Kickoff Meeting	0 days	Thu 3/21/24
8		Prepare Project Control Plan and Issue	2 days	Thu 3/21/24
9		**Workshop #1**	**7 days**	**Mon 3/25/24**
10		Prep for Workshop 1	4 days	Mon 3/25/24
11		Conduct Workshop 1	0 days	Fri 3/29/24
12		Create and Distribute Workshop Meeting Minutes for Workshop 1	3 days	Fri 3/29/24
13		**Existing Site Visits & Focus Group Meeting**	**16 days**	**Thu 4/4/24**
14		One day tour of existing City Facilities	0 days	Thu 4/4/24
15		Document existing facilities for future us	5 days	Thu 4/4/24
16		Prepare interactive questionnaires	5 days	Thu 4/4/24
17		**6 Public Works Division Meetings**	**3 days**	**Thu 4/11/24**
18		Construction Inspection	0 days	Thu 4/11/24
19		Facilities	0 days	Thu 4/11/24
20		Fleet Maintenance	0 days	Fri 4/12/24
21		Utilities	0 days	Fri 4/12/24
22		Streets & Drainage	0 days	Tue 4/16/24
23		Administration	0 days	Tue 4/16/24
24		Prepare existing program data	8 days	Tue 4/16/24
25		**Workshop #2**	**25 days**	**Fri 4/26/24**
26		Prep for Workshop 2	10 days	Fri 4/26/24
27		Conduct Workshop 2	0 days	Fri 5/10/24
28		Create and Distribute Workshop Mtg Minutes for Workshop 2	5 days	Fri 5/10/24
29		Broad code report	2 days	Fri 5/17/24
30		Create Room Data Sheets and NASF & G	10 days	Fri 5/17/24
31		**Workshop #3**	**17 days**	**Fri 5/17/24**
32		Prep for Workshop 3	12 days	Fri 5/17/24
33		Workshop 3	0 days	Tue 6/4/24
34		Create and Distribute Workshop Mtg Minutes for Workshop 3	5 days	Tue 6/4/24
35		**Program of Requirements and Cost Estima**	**20 days**	**Tue 6/11/24**
36		Create Program of Requirements	10 days	Tue 6/11/24
37		ROM Cost Estimate	10 days	Tue 6/25/24
38		**Programming and Planning Report**	**42 days**	**Tue 6/25/24**
39		Document the Program	20 days	Tue 6/25/24
40		QAQC	1 day	Tue 7/23/24
41		Issue Draft Report to the City	0 days	Wed 7/24/24
42		City Review and Comment Period	10 days	Wed 7/24/24
43		Prepare Final Report	10 days	Wed 8/7/24
44		QAQC	1 day	Wed 8/21/24
45		Issue Final Report to the City	0 days	Thu 8/22/24
46		**Preliminary Plans**	**24 days**	**Thu 8/22/24**
47		Develop Preliminary Plans (floor and site	6 days	Thu 8/22/24
48		Meeting with the City to Discuss	0 days	Fri 8/30/24
49		Modify preliminary plans	3 days	Fri 8/30/24
50		City Review and Comment Period	10 days	Wed 9/4/24
51		Finalize Preliminary Plans	5 days	Wed 9/18/24
52		Issue Preliminary Plans to the City	0 days	Wed 9/25/24
53		**Site Selection & Planning (3 Sites)**	**50 days?**	**Tue 4/23/24**
54		On-site Investigation at Each Site to Review Existing Conditions (Actual	50 days	Tue 4/23/24
55		Gather Information of Each Site (Actual Timeline TBD)	50 days?	Tue 4/23/24
56		Meet with City of Hutto Planning Dept (Actual Timeline TBD)	50 days?	Tue 4/23/24
57		Evaluation of Site #1 & Sketch Layout (Actual Timeline TBD)	50 days?	Tue 4/23/24
58		Evaluation of Site #2 & Sketch Layout (Actual Timeline TBD)	50 days?	Tue 4/23/24
59		Evaluation of Site #3 & Sketch Layout (Actual Timeline TBD)	50 days?	Tue 4/23/24
60		**Attend City Council Meeting:**	**0 days**	**Thu 10/3/24**
61		Prep & Attend Meeting (exact meeting date TBD)	0 days	Thu 10/3/24
62		**Design**	**15 days**	**Mon 7/8/24**
63		Sunland to prepare a design fee proposal before end of fiscal year	15 days	Mon 7/8/24
64		Develop Design Schedule	15 days	Mon 7/8/24



Project: Hutto Public Works Pro
Date: Tue 2/20/24

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

1812 Centre Creek Drive 512.494.0208 t
Suite 350 512.494.0406 f
Austin, Texas 78754 www.sunlandgrp.com

Requested Forms

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.**

Sunland Group, Inc.

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.**

N/A

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

12/5/2023

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2024-1128042

Date Filed:
02/26/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Sunland Group, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Task Order #23-10C-004
Public Works Facility Programming and Site Selection

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Waters, Brandy	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Brandy Waters, PE, VMA, LEED AP, and my date of birth is April 17,1978.

My address is 505 E. Huntland Drive, Suite 485 (street), Austin (city), TX (state), 78752 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 26 day of February (month), 20 24 (year).

Brandy Waters

Signature of authorized agent of contracting business entity
(Declarant)

Organization Name
House Bill 89 Verification

I, Wendy Pearce (Person name), the undersigned representative of (Company or Business name) Sunland Group, Inc. (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.*

12-5-2023
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 5th day of December, 2023, personally appeared Wendy Pearce, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NIKA PETAIA
Notary Public, State of Texas
Comm. Expires 11-11-2024
Notary ID 130145118

NOTARY SIGNATURE

12/5/2023
Date

Client#: 2012408 SUNLAGRO1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/24/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Southwest
9811 Katy Freeway, Suite 500
Houston, TX 77024
855 874-1450

CONTACT NAME: Kiano Carrasco
PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700
E-MAIL ADDRESS: kiano.carrasco1@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Indemnity Company	23280
INSURER B : Hartford - WC Multiple Issuing Cos	00914
INSURER C : Travelers Casualty & Surety Co. of Amer	31194
INSURER D : Landmark American Insurance	35637
INSURER E :	
INSURER F :	

INSURED
Sunland Group Inc.
1812 Centre Creek Dr #350,
Austin, TX 78754

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	EPP0138398	05/02/2021	05/02/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	X PD Ded:1,000						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	EPP0138398	05/02/2021	05/02/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	X	X	EPP0138398	05/02/2021	05/02/2024	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	46WECAN2170	01/04/2023	01/04/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Crime			107559352	12/27/2022	12/27/2023	2,000,000/10,000 Ret.	
D	Errors & Omi	X	X	LHR803265	05/02/2023	05/02/2024	5M Claim/ 5M Agg.	
C	Management L			106066106	05/02/2023	05/02/2024	50,000 for all claims	

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

CERTIFICATE HOLDER

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

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS - CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:	Begins on Page:
1. Employee Benefit Liability Coverage	3
2. Unintentional Failure to Disclose Hazards	9
3. Damage to Premises Rented to You	9
4. Supplementary Payments	10
5. Medical Payments	10
6. 180 Day Coverage for Newly Formed or Acquired organizations	10
7. Waiver of Subrogation	11
8. Automatic Additional Insured - Specified Relationships:	11
• Managers or Lessors of Premises;	
• Lessor of Leased Equipment;	
• Vendors;	
• State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations Relating to Premises; and	
• Mortgagee, Assignee or Receiver	
9. Property Damage to Borrowed Equipment	14
10. Employees as Insureds - Specified Health Care Services and Good Samaritan Services	15
11. Broadened Notice of Occurrence	15
12. Nonowned Aircraft	15
13. Bodily Injury Redefined	15
14. Expected or Intended Injury Redefined	15
15. Former Employees as Insureds	15
16. Voluntary Property Damage Coverage and Care, Custody or Control Liability Coverage	16
17. Broadened Contractual Liability - Work Within 50' of Railroad Property	17
18. Alienated Premises	17

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage to Premises Rented to You

The lesser of:

a. The Each Occurrence Limit shown in the Declarations; or

b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $2,500

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

b. Loss of Earnings: $ 500

5. Medical Payments

Medical Expense Limit: $ 10,000

9. Property Damage to Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

16. Voluntary Property Damage Coverage (Coverage **a.**) **And Care**, **Custody or Control Liability Coverage** (Coverage **b.**)

Limits of Insurance
Coverage **a.**
$1,000 Each Occurrence
$5,000 Aggregate
Coverage **b.** $5,000 Each Occurrence unless otherwise stated $ _____

Deductible Amount (Each Occurrence)
Coverage **a.** $250
Coverage **b.** $250 unless otherwise stated $ _____

COVERAGE	PREMIUM BASIS **(a)** Area **(b)** Payroll **(c)** Gross Sales **(d)** Units **(e)** Other	RATE (For Limits in Excess of $5,000)	ADVANCE PREMIUM (For Limits in Excess of $5,000)
b. Care, Custody or Control			**$**
		TOTAL ANNUAL PREMIUM	**$**

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages:**

Employee Benefit Liability Coverage

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **Section III - Limits of Insurance**; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the "first effective date" of this endorsement provided you did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

a) Reports all, or any part, of the act, error or omission to us or any other insurer;

b) Receives a written or verbal demand or claim for damages because of the act, error or omission.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(e) Inadequacy of Performance of Investment/Advice Given With Respect to Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or

(4) Consequential liability as a result of **(1)**, **(2)** or **(3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A and B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage**, **Section II - Who is an Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects **Employee Benefit Liability Coverage**, **Section III - Limits of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B. Limits of Insurance**, **1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B. Limits of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B. Limits of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2. Duties in the Event of Occurrence, Offense, Claim or Suit** is replaced by the following:

2. Duties in the Event of An Act, Error or Omission, or Claim or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **5. Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is insurance purchased by you to coverage damages for acts, errors or omissions that occurred prior to the "first effective date".

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

2. **Unintentional Failure to Disclose Hazards**

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. **Damage to Premises Rented to You**

a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage to Premises Rented to You** Limit as described in **Section III - Limits of Insurance.**

b. The insurance provided under **Section I - Coverage A - Bodily Injury and Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury and Property Damage Liability**, **2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the **Damage to Premises Rented to You** Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of **Section III - Limits of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the **Damage to Premises Rented to You** Limit is the most we will pay under **Coverage A - Bodily Injury and Property Damage Liability** for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B. Limits of Insurance**, **3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B:**

a. Paragraph **2.** is replaced by the following:

Up to the limit shown in Section **B. Limits of Insurance**, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **4.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits of Insurance**, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage for Newly Formed or Acquired Organizations

Section II - Who is an Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer of Rights of Recovery Against Others to us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who is an Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers or Lessors of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage"

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c) (i) 4)** or **6)** of this endorsement**;** or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations Relating to Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee or Receiver

Any person or organization with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. **Property Damage to Borrowed Equipment**

a. The following is added to **Exclusion 2.j. Damage to Property** under **Section I - Coverage A - Bodily Injury and Property Damage Liability:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance**, **9. Property Damage to Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance**, **9. Property Damage to Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) **Deductible Clause**

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in Section **B. Limits of Insurance**, **9. Property Damage to Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) **Section IV - Commercial General Liability Conditions, 2. Duties in the Event of Occurrence, of-**

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

fense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees as Insureds - Specified Health Care Services and Good Samaritan Services

Paragraph **2.a.(1)(d)** under **Section II - Who is an Insured** does not apply to:

a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice of Occurrence

Paragraph **a.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto or Watercraft** under **Section I - Coverage A - Bodily Injury and Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected or Intended Injury** under **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees as Insureds

The following is added to Paragraph **2.** under **Section II - Who is an Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

16. Voluntary Property Damage Coverage

a. Coverage D - Voluntary Property Damage Coverage

Section I - Coverages is amended to include the following:

(1) Insuring Agreement

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

1) Damage is caused by you; or

2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under **Voluntary Property Damage Coverage** will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under **Voluntary Property Damage Coverage** shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

1) The "property damage" takes place in the "coverage territory"; and

2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by **Coverage A - Bodily Injury and Property Damage Liability, 2. Exclusions**, except for **j. Damage to Property**, paragraphs **(3), (4), (5)** and **(6)**, **k. Damage to Your Product**, and **l. Damage to Your Work**.

(3) Definitions

For purposes of **Voluntary Property Damage Coverage** only, the following definitions under **Section V - Definitions** are replaced by the following:

16. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

b. Care, Custody or Control Liability Coverage

For purposes of the coverage provided by **Care, Custody or Control Liability Coverage** in this endorsement only:

(1) Section I - Coverage A - Bodily Injury and Property Damage Liability, 2. Exclusions, j. Damage to Property, Subparagraphs **(3), (4)** and **(5)** do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which **Care, Custody or Control Lia-**

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

bility Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits of Insurance and Deductibles

For purposes of the coverage provided by **Voluntary Property Damage Coverage** and **Care, Custody or Control Liability Coverage, Section III - Limits of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 16. Voluntary Property Damage Coverage and Care, Custody or Control Liability Coverage,** in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) **(a)** Subject to **(3)** below, the **Voluntary Property Damage Coverage,** Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Voluntary Property Damage Coverage**;

(b) The **Care, Custody or Control Liability Coverage,** Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Care, Custody or Control Liability Coverage**;

because of all "property damage" arising out of any one "occurrence".

(3) The **Voluntary Property Damage Coverage,** Aggregate Limit of Insurance is the most we will pay for the sum of all damages under **Voluntary Property Damage Coverage.** This limit applies separately to each "coverage term".

(4) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) **Section IV - Commercial General Liability Conditions, 2. Duties in the Event of Occurrence, offense, Claim or Suit,** applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' of Railroad Property

Section V - Definitions, 12. "Insured contract" is amended as follows:

a. Paragraph **c.** is replaced by the following:

c. Any easement or license agreement;

b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion 2.j. Damage to Property, Paragraph **(2)** under **Section I - Coverage A - Bodily Injury and Property Damage Liability** does not apply if the premises are "your work".

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the “products-completed operations hazard”, this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **5. Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

H. **Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery we may have against any additional insured under this endorsement against whom you have agreed to waive such right of recovery in a written contract, written agreement, written permit or written authorization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, written agreement, written permit or written authorization. However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

The Cincinnati Indemnity Company
A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141
Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496
www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

Billing Method: **DIRECT BILL**

POLICY NUMBER **EPP 013 83 98 / EBA 013 83 98**

NAMED INSURED SUNLAND GROUP INC
ADDRESS 1812 CENTRE CREEK DR STE 350
(Number & Street, Town, County, State & Zip Code) AUSTIN, TX 78754

Previous Policy Number:
EPP0138398

Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

All coverages except Automobile and / or Garage
Policy number: **EPP 013 83 98** FROM: **05-02-2021** TO: **05-02-2024**

Automobile and / or Garage
Policy number: **EBA 013 83 98** FROM: **05-02-2021** TO: **05-02-2022**

Agency **IMA, INC. 42-016**
City **DALLAS, TX**

Legal Entity / Business Description

ORGANIZATION (ANY OTHER)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

IA4514TX	01/20	NOTICE TO POLICYHOLDERS - FLOOD DISCLOSURE STATEMENT - TEXAS
IL0017	11/98	COMMON POLICY CONDITIONS
IA102A	09/08	SUMMARY OF PREMIUMS CHARGED
IA904	04/04	SCHEDULE OF LOCATIONS
IA4331TX	06/16	TEXAS CHANGES - CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES
IL0171	09/07	TEXAS CHANGES - LOSS PAYMENT
IA4186TX	02/99	TEXAS NOTICE TO POLICYHOLDERS
IA4236	06/20	POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE
IA4344TX	10/09	TEXAS NOTICE TO POLICYHOLDERS EXCLUSION - ASBESTOS
IA4493	09/17	NOTICE TO POLICYHOLDERS - EXTERIOR INSULATION AND FINISH SYSTEMS ("EIFS") AND DIRECT-APPLIED EXTERIOR FINISH SYSTEMS ("DEFS") EDITION 09 17
IA4521	03/20	NOTICE OF PRIVACY PRACTICES
IP446	08/01	NOTICE TO POLICYHOLDERS
IA4006	07/10	SPECIAL PER OCCURRENCE DEDUCTIBLE ENDORSEMENT
IA4238	01/15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IA4332TX	08/16	TEXAS IMPORTANT NOTICE
IA4337CO	10/08	COLORADO CHANGES - CONCEALMENT, MISREPRESENTATION OR FRAUD
IA4338	05/11	SIGNATURE ENDORSEMENT
IA460	01/16	PROTECTIVE SAFEGUARDS

IL0168	05/02	TEXAS CHANGES - DUTIES
IA4087	09/17	CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY
FMD502	07/08	COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS
GAD532	07/08	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
MAD554	05/10	GENERAL FLOATER COVERAGE PART DECLARATIONS
CAD519XCP	03/09	CINCIPLUS® CRIME XC+® (EXPANDED COVERAGE PLUS) COVERAGE PART DECLARATIONS
AAD505	03/06	BUSINESS AUTO COVERAGE PART DECLARATIONS
USD513	05/10	COMMERCIAL UMBRELLA LIABILITY COVERAGE PART DECLARATIONS
HC502	01/18	CINCINNATI DATA DEFENDER™ COVERAGE PART DECLARATIONS
HC503	01/18	CINCINNATI NETWORK DEFENDER™ COVERAGE PART DECLARATIONS

Countersigned _____ By _____
(Date) (Authorized Representative)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

SCHEDULE

Name and mailing address of person(s) or organization(s):
THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
1301 E DEAN KEATON RD
AUSTIN, TX 78722-2454

Number of days notice (other than nonpayment of premium): 30

A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.

B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.

C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

SCHEDULE

Name and mailing address of person(s) or organization(s):
1. FOR WHOM YOU ARE REQUIRED IN A WRITTEN CONTRACT THAT WAS EXECUTED ON OR AFTER THE EARLIER OF THE FOLLOWING DATES: A. THE EFFECTIVE DATE OF THIS POLICY, OR B. THE EFFECTIVE DATE OF THE ORIGINAL POLICY OF WHICH THIS POLICY IS A RENEWAL OR REPLACEMENT, AND 2. FOR WHOM YOU ARE REQUIRED IN THAT SAME WRITTEN CONTRACT AS REFERRED TO IN 1. ABOVE TO PROVIDE CANCELLATION NOTICE.

Number of days notice (other than nonpayment of premium): 30

A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.

B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.

C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 05-02-2021	Policy Number: EBA 013 83 98
Named Insured: SUNLAND GROUP INC	
Countersigned by: (Authorized Representative)	

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 05-02-2021	Policy Number: EBA 013 83 98
Named Insured: SUNLAND GROUP INC	
Countersigned by: (Authorized Representative)	

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. **Blanket Waiver of Subrogation**

   SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 05-02-2021	Policy Number: EBA 013 83 98
Named Insured: SUNLAND GROUP INC	
Countersigned by: (Authorized Representative)	

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS.**

SECTION I - COVERAGE

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" which the insured is legally obligated to pay as damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies:

a. Which is in excess of the "underlying insurance"; or

b. Which is either excluded or not insured by "underlying insurance".

2. This insurance applies to "bodily injury", "personal and advertising injury" or "property damage" only if:

a. The "bodily injury", "personal and advertising injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

b. The "bodily injury" or "property damage" occurs during the policy period shown in the Declarations; or

c. The "personal and advertising injury" results from an "occurrence" that takes place during the policy period shown in the Declarations; and

d. Prior to the "coverage term" in which "bodily injury" or "property damage" occurs, or a "personal and advertising injury" offense is committed, you did not know, per Paragraph **5.** below, that the "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, or that the "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part.

3. "Bodily injury" or "property damage" which:

a. Occurs during the "coverage term"; and

b. Was not, prior to the "coverage term", known by you, per Paragraph **5.** below, to have occurred;

includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term" in which it first became known by you.

4. "Personal and advertising injury" caused by an offense which:

a. Was committed during the "coverage term"; and

b. Was not, prior to the "coverage term", known by you, per Paragraph **5.** below, to have been committed;

includes any continuation, change or resumption of that "personal and advertising injury" offense after the end of the "coverage term" in which it first became known by you.

5. You will be deemed to know that "bodily injury" or "property damage" has occurred, or that a "personal and advertising injury" offense has been committed at the earliest time when any "authorized representative":

a. Reports all, or any part, of the "bodily injury", "personal and advertising injury" or "property damage" to us or any other insurer;

b. Receives a written or verbal demand or claim for damages because of the "bodily injury", "personal and advertising injury" or "property damage";

c. First observes, or reasonably should have first observed, the "bodily injury" or "property damage", or the offense that caused the "personal and advertising injury";

d. Becomes aware, or reasonably should have become aware, by any means, other than as described in **c.** above, that "bodily injury" or "property

Includes copyrighted material of ISO Properties, Inc., with its permission.

8. Maintenance of Underlying Insurance

a. While this Coverage Part is in effect, the insured shall maintain in force the "underlying insurance" listed in the Schedule of Underlying Insurance as collectible insurance. The terms, conditions and endorsements of "underlying insurance" will not materially change and renewals or replacements of "underlying insurance" will not be more restrictive in coverage.

b. Limits of "underlying insurance" will not be reduced, except for any reduction or exhaustion in the aggregate limits of insurance due to payment of claims which are in accordance with **SECTION I - COVERAGE**, **A. Insuring Agreement**, Paragraph **2.** of this Coverage Part.

c. In the event you fail or neglect to maintain "underlying insurance" as required, this Coverage Part will apply as though such "underlying insurance" was in force and collectible at the time a claim is presented to us which is in accordance with **SECTION I - COVERAGE**, **A. Insuring Agreement**, Paragraph **2.** of this Coverage Part.

d. The limits of "underlying insurance" shall be deemed applicable, regardless of any defense which the insurer who provides the "underlying insurance" may assert because of the insured's failure to comply with any Condition of the policy or the inability of the insurer to pay by reason of bankruptcy or insolvency.

9. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

10. Premium

The premium for this Coverage Part shall be as stated in the Declarations. The advance and anniversary premiums are not subject to adjustment, except as stated in the Declarations, or as stated in an endorsement issued by us to form a part of this Coverage Part.

You shall maintain records of such information as is necessary for premium computation, and shall, if requested by us, send copies of such records to us at the end of the "coverage term" and at such times during the policy period as we may direct.

11. Representations

a. By acceptance of this Coverage Part, you agree that the statements in the Declarations are your agreements and representations, that this Coverage Part is issued in reliance upon the truth of such representations and that this Coverage Part embodies all agreements existing between you and us or any of our agents relating to this insurance.

b. However, to the extent that the following applies in the "underlying insurance" listed specifically in the Schedule of Underlying Insurance, it will also apply to this Coverage Part:

Based on our reliance upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of this Coverage Part, we will not reject coverage under this Coverage Part based solely on such failure.

12. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

13. Transfer of Rights of Recovery Against Others to Us

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Any recoveries shall be applied as follows:

(1) First, we will reimburse anyone, including the insured, the amounts actually paid by them that were in excess of our payments;

(2) Next, we will be reimbursed to the extent of our actual payment; and

(3) Lastly, any amounts left after meeting the obligations outlined in **(1)** and **(2)** above will be distributed to anyone else known to us at the time a recovery is made and who is legally entitled to such recovery.

Includes copyrighted material of ISO Properties, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 46 WEC AN2170 **Endorsement Number:**
Effective Date: 01/04/23 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: SUNLAND GROUP INC
1812 CENTRE CREEK DR # 350
AUSTIN TX 78754

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Special Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   All Texas Operations

3. Premium:
   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION BY US

Policy Number: 46 WEC AN2170 **Endorsement Number:**
Effective Date: 01/04/23 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: SUNLAND GROUP INC
1812 CENTRE CREEK DR # 350
AUSTIN TX 78754

Paragraph 2. Of Part Six-Conditions, D. Cancellation in the Workers' Compensation and Employers' Liability Insurance Policy Provisions is replaced by the following:

2. We may cancel this policy by mailing or delivering to the Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason or as required by statute, whichever is longer.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

D. Notice of Cancellation and Nonrenewal

The Named Insured may cancel this policy by mailing or delivering to the Company advance written notice of cancellation.

For other than nonpayment of premium or deductible, the Company will give the Named Insured sixty (60) days written notice prior to cancellation or nonrenewal of this policy by mailing or delivering the notice to the first Named Insured's last known mailing address. If the Company cancels the policy due to the Named Insured's failure to pay a premium or deductible when due, this policy may be canceled by the Company giving not less than 10 days written notice of cancellation.

The cancellation notice will state the effective date of the cancellation and the policy will terminate on that date. If canceled by the Company, the earned premium shall be computed pro-rata. If canceled by the Insured, the earned premium shall be computed short rate.

E. Premium and Audit

Premium for this coverage is computed in accordance with the Company's rules and rates. Any premium shown as advance premium may be a deposit premium only. If the premium is a deposit premium, at the close of each audit period, the Company will compute the earned premium for that period. Audit premiums are due and payable upon notice.

The Company may examine and audit the Insured's books and records at any time during the **Policy Period** and within three years after the final termination of this policy, as far as they relate to the subject matter of this policy. The first Named Insured as shown in the Declarations must keep records of information the Company will need for premium computation and, upon request must send the Company copies of the information upon request.

F. Authorization

The first Named Insured listed in the Declarations agrees to act as the Named Insured with respect to the giving and receiving of all notices, exercising of Extended Reporting Period option, cancellation of the policy, payment of premiums and deductibles, and receiving of any return premiums that may become due.

G. Change

This policy contains all of the agreements concerning the insurance provided. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with the Company's consent. The policy terms can be amended or waived only by endorsement issued by the Company and made a part of this policy.

H. Subrogation

In the event of any **Claim** under this policy, the Company will be subrogated to all the Insured's rights of recovery against any person or organization, and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after the loss to prejudice such rights.

I. Other Insurance

This policy will be excess over, and will not contribute with, any other existing insurance, unless such other insurance is specifically written to be excess of this policy.

If it is determined that both this insurance and other insurance or self insurance apply to any **Claim** on the same basis, whether primary, excess or contingent, the Company will not be liable under this policy for a greater proportion of the **Damages** or **Claim Expenses** than the applicable Limit of Liability under the policy for such **Damages** bears to the total applicable Limit of Liability of all other insurance or self insurance, whether or not collectible, against such **Claims.**

J. Actions Against the Insurer

No action will be taken against the Company unless, as a condition precedent, the Insured is in full compliance with all of the terms of this policy and until the amount of the Insured's obligations to pay shall have been finally determined, either by judgment against the Insured, after actual trial or by written

agreement of the Insured, the claimant and the Company.

K. Non-Transferability

The Insureds' rights and duties under this policy may not be transferred without the written consent of the Company.

L. Coverage in Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate does not relieve the Company of its obligations under this policy.

M. False or Fraudulent Claims

If an Insured makes any **Claim** that is false or fraudulent, this insurance shall become void and entitlement to coverage for all **Claims** hereunder shall be forfeited with regard to such Insured.

N. Application

The Insured agrees that the statements in the application are personal representations, that they shall be deemed material and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the Insured and the Company, or any of its agents, relating to this insurance. The signed application, and any attachments thereto, submitted in connection with this Policy are incorporated herein and constitute a part of this Policy.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Sunland Group, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1812 Centre Creek Drive, Suite 350

Requester's name and address (optional)

6 City, state, and ZIP code
Austin, Texas 78754

7 List account number(s) here (optional)

wpearce@sunlandgrp.com or fax 713-715-4181

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
7 6 – 0 2 9 5 5 4 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** WPeace **Date ▶** 8-26-2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Internal Use:
CoH Vendor #: _____

City of Hutto Vendor Application
W-9 Supplemental Information

Individual Name: Wendy Pearce Phone: (512) 590-7969

Business Name: Sunland Group, Inc. Phone: (512) 494-0208

SS# or EIN: 76-0295547

Street Address & P.O. Box: 1812 Centre Creek DR. Suite 350

City, State and Zip: Austin, TX 78754

Remit to address: (if different than street address)

E-mail address: wpearce@sunlandgrp.com; jleefeldt@sunlandgrp.com

Website address: www.sunlandgrp.com

Does this vendor accept:

- Credit card payments? ☐ Yes ☒ No
- Electronic purchase orders? ☒ Yes ☐ No

Certification:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification, or I am waiting for a number to be issued to me; and
2. I am not subject to back-up withholding taxes because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding for failure to report all interest or dividends, or (c) the IRS had notified me that I am no longer subject to backup withholdings.

Signature: W Pearce Date: 12-05-2023

Fax or e-mail this completed form to: (512) 856-9328 Procurement@huttotx.gov

Questions: (512) 318-0566

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2024-1128042

Date Filed:
02/26/2024

Date Acknowledged:
03/04/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Sunland Group, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Task Order #23-10C-004
Public Works Facility Programming and Site Selection

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Waters, Brandy	Austin, 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
13.4.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2024-052 authorizing an expenditure for extension of electric service with Bluebonnet Electric in the amount of $101,459.32 for the Shiloh Pump Station (CIP W01-2024) (Matt Rector and Alberta Barrett)
Meeting:	Thursday, March 7, 2024
Department:	Finance /
Staff Contact:	

BACKGROUND INFORMATION:

The proposed agenda item is a request for approval from City Council for payment to Bluebonnet Electric.

This is part of the Shiloh Noack Pump Station Improvements of cost required to install electric service for the site. Bluebonnet Electric is the electric service provider for this site and the City, Consultant, and Construction team has been coordinating efforts with Bluebonnet from the inception of the project to make the site ready for electricity.

Bluebonnet Electric notified the City on January 17th to inform us that the electric design was complete to provide electric service and the City's total Contribution-in-aid of Construction (CIAC) for the Shiloh Pump Station project is $101,459.32. Bluebonnet prepared the work in advance of their normal procedures in an effort to move this project as fast as possible due to delays from the land acquisition issues. The proposed amount is almost a $15,000 savings as the original estimate for this was $115,000, but has come down to **$101,459.32** with the changes shown in Field Order (FO) No. 4, issued associated with the building shift and primary power changes. The new primary power is being routed through an existing Bluebonnet Electric Company (BEC) easement.

In addition to cost savings, we have realized time savings of almost 10 weeks. Once the contractor competed installation of the primary power conduit and transformer pad, we completed and submitted the “Site Ready” letter to BEC, and they scheduled their construction crew to complete their part of the construction. This is usually an 18-week lead time, but we have worked with BEC to reduce this to 6-8 weeks.

The City requests approval for the proposed payment to BEC.

SUMMARY OF REQUEST:

Approval of resolution

AGENDA ITEM REPORT
13.4.

STAFF REVIEW:

FISCAL NOTES:

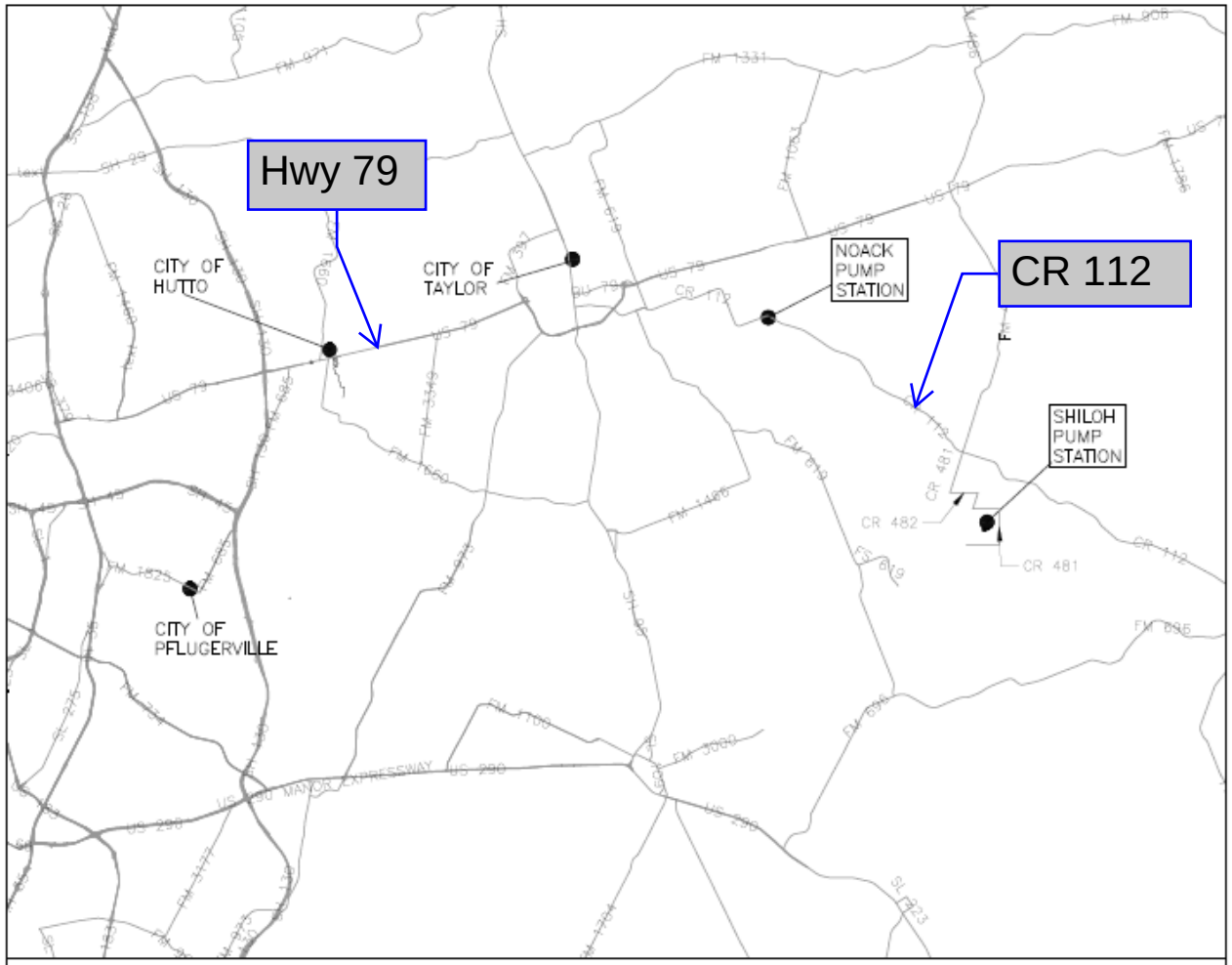
This expense is related to the Shilo & Noack Pump Station Improvement project but was not approved separately from the project. There has been a time savings on this project and can be funded as follows:

Series 2022 CO's (57)
Account Number: 57-040-058-6678
Account Name: W01 - Shilo & Noack Pump Station Improvements
Requested Amount: $101,459.32
With this additional expense, the project is still within the total project budget of $10,500,000

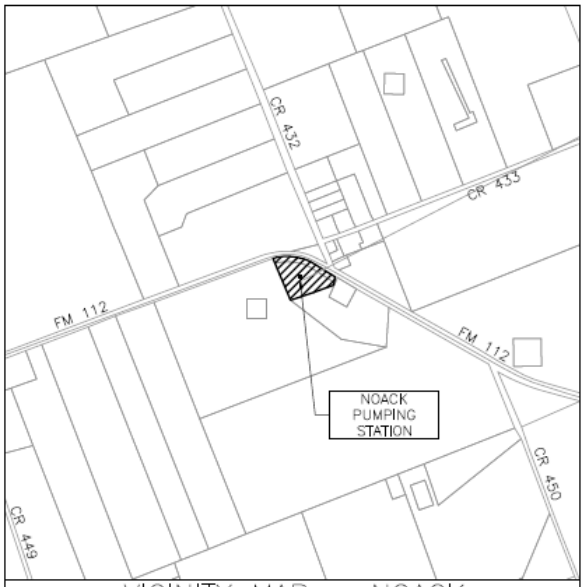
ATTACHMENTS:

1. Project Location Map-FS-Shiloh-Noack Pump Stations
2. Hutto Res Authorizing CIAC with BBEC 2.27.24 R-2024-052
3. 240117 - CIAC - Shiloh Pump Station
4. Site Ready Letter - Shiloh Pump Station

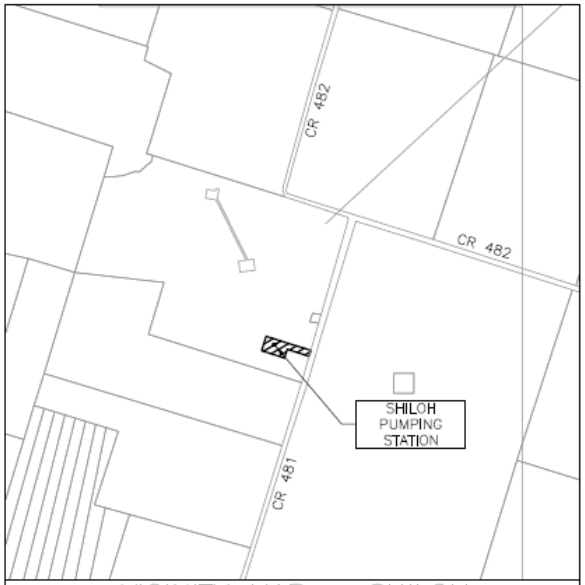
PROJECT LOCATION MAP
FRAME SWITCH, NOACK AND SHILOH PUMP STATIONS.



AREA MAP
1"=20000'



VICINITY MAP – NOACK PUMPING STATION
1"=1000'



VICINITY MAP – SHILOH PUMPING STATION
1"=1000'

RESOLUTION NO. R-2024-052

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING AN EXPENDITURE FOR EXTENSION OF ELECTRIC SERVICE WITH BLUEBONNET ELECTRIC COOPERATIVE IN THE AMOUNT OF $101,459.32 FOR THE SHILOH PUMP STATION (CIP W01-2024); AUTHORIZING THE CITY MANAGER TO EXECUTE THE "SITE READY LETTER"; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the contribution-in-aid of construction (CIAC), attached as Exhibit A and incorporated herein by reference, in the amount of $101,459.32 for the extension of electric service with Bluebonnet Electric Cooperative ("BBEC"); and

WHEREAS, the CIAC provides for the extension of electric service for the Shiloh Pump Station (CIP W01-2024); and

WHEREAS, the City Council desires to authorize the City Manager to execute the BBEC "site ready letter", 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 the CIAC expenditure in the amount of $101,459.32 and authorizes the City Manager to execute the BBEC "site ready letter", 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 7th day of March 2024 on vote of __AYES; ___NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

PLEASE INCUDE THE FOLLOWING LETTER WITH THE METHOD OF PAYMENT

January 17, 2024

City of Hutto

RE: Installation of the Overhead & Underground Electric Distribution Facilities for the **Shiloh Pump Station**
Account: 4000284577 | MR Order # 24672 | W.O. # 80831555

Dear City of Hutto,

We have completed our design to provide electric service to the subject development based on the information you have provided.

The total cost of your project is:		$104,602.32
BBEC allocation towards your project is:	-	$3,143.00
Total contribution-in-aid of construction (CIAC):		$101,459.32
Taxes:		$0.00
Additional Required Deposit:		$0.00
Total Invoice:		**$101,459.32**

Please note that this cost estimate is contingent upon our ability to secure all easements and permits to extend electric service to your site. This cost estimate is subject to change for any revision to our design or for any site conditions that impede our construction and is good for 60 days from the date of this letter.

We require the following before our construction can commence:

1. Your payment of the **Total Invoice** amount noted above.

2. Your execution of the attached "site ready letter".

3. Member/Developer will supply and install all conduits (including road crossing) as noted on the attached drawings and specifications. You will notify us as required in the Development Information Package (available on our website) to allow us to inspect the conduit installation.

We will commence our construction after you have satisfied all of the above and we have verified that your site is ready for our construction. Scheduled construction dates for your project are contingent upon Bluebonnet's work load and weather.

Please call me if you need additional information.

Sincerely,

Wyatt Rosenauer

Wyatt Rosenauer
Project Coordinator
Direct: 512-629-5924

January 17, 2024

Bluebonnet Electric Cooperative (BBEC)
Attn: Wyatt Rosenauer
P.O Box 240
Giddings, TX 78942

Wyatt,

This is to notify you that the site at my development, known as **Shiloh Pump Station**, is ready for the installation of your electric distribution facilities:

1. The BEC route has been cleared of trees, stumps, construction materials, construction equipment, and other obstructions.

2. The BEC route has been filled or cut to the final grade.

3. For underground installation, the streets have been paved (Asphalt, Concrete, etc.), and the curb backfilled.

4. All BEC reference stakes are to remain in place. If missing, they will be reset at the developers expense.

5. Lot corners will be staked with wooden stakes/lathes and marked legibly, with their respective lot number. Any radius along road rights of way will be staked at 25' intervals to facilitate utility assignment adherence.

6. All underground facilities (sewer, water, storm drainage, phone, gas, CATV, etc.) have been staked within the BEC route. Stakes are marked with depth, size, and type of facility.

7. The BEC Approved Construction design was developed based on the latest construction plans for the subject project submitted to BEC on October 20, 2023.

8. The above conditions will be maintained throughout the construction of BEC facilities.

9. I understand that BEC will provide a written notice when this project is released to the BEC Construction Coordinator, who will contact me to schedule construction of BEC facilities.

_____
Signed for Owner/Developer

_____
Date

AGENDA ITEM REPORT
13.5.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2024-050 authorizing the City Manager to execute an Individual Project Order (IPO) with Titan Valuation for Appraisal Services in the amount of $4,500 for the CR 199 Reconstruction project (CIP T19-2024) (Matt Rector)
Meeting:	Thursday, March 7, 2024
Department:	Engineering /
Staff Contact:	Matt Rector

BACKGROUND INFORMATION:

While the contract amount for this specific City Council item falls within the City Manager's authority, less than $50,000, the City team strongly believes that seeking City Council approval would be beneficial. With over sixty projects in the CIP potentially requiring appraisal services, having the City Manager authorize them with the assurance of Council authority would be advantageous.

On September 7, 2023, City Council approved Resolution no. R-2023-200 regarding Rotation List for Surveying and Land Services professional services with four consulting firms as a mechanism for Construction Related Professional Services (engineering/architecture) where the City hires multiple firms based on demonstrated competence and qualifications to perform a general scope of services and makes individual assignments on a rotating basis.

Firms have been assigned projects in the order that they were selected. So, the first contract is assigned to the first consultant, followed by the next and repeats after the last consultant assignment. The cycle then repeats. If a firm is unable or unwilling to execute a project, the next firm in line will then be used. This initial contract would be good for FY 2024. However, there are two one-year extensions possible for each of these firms.

Several consultants have already been assigned tasks related to the CR 199 project, and the project has advanced to the point where appraisal services are now required. Titan Valuation was selected to provide the appraisal services for the CR 199 project. The project objective is to reconstruct a segment of CR 199 starting at 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 Titan will consist primarily of data gathering, property inspection, valuation analysis, report preparation and providing progress updates.

The purpose of this item is to award an Individual Project Order (IPO) to Titan Commercial

AGENDA ITEM REPORT
13.5.

Valutation, LLC. as an approved consultant of the City's selected firms on the Surveying and Land Services rotation list.

SUMMARY OF REQUEST:

Approval of resolution

STAFF REVIEW:

FISCAL NOTES:

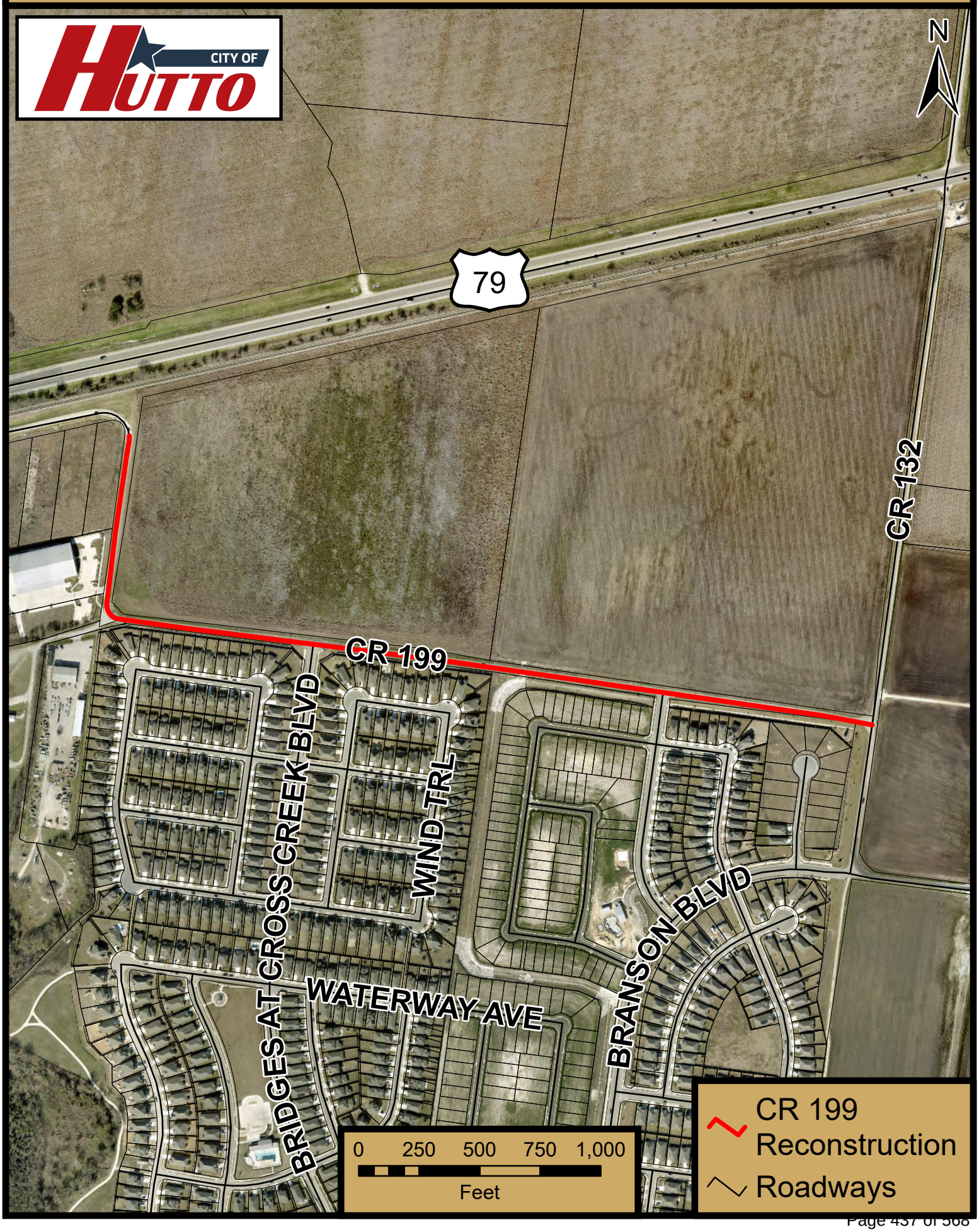
This project is included in the FY 2023-2024 Budget as follows:

Community Benefit Fund (41)
Account Number: 41-040-060-6708
Account Name: T19 - CR 199 Reconstruction
Budgeted Amount: $1,100,000
Amount Available: $62,358
Requested Amount: $4,500
Amount Remaining: $57,858

ATTACHMENTS:

1. Map_CR_199_Reconstruction_Project
2. Hutto Res Approving IPO Titan Valuation CR 199 2.27.24 R-2024-050
3. IPO Cover_LAND VALUATION_Titan_MSA 23-08D. 02.16.2024
4. 2024 E&O Insurance Certificate
5. House-Bill-89-Verification-Form - Signed Todd Milligan
6. City of Hutto Form 1295
7. Form 1295 Cert-Acknowledged-R-2024-050

CR 199 Reconstruction Project



RESOLUTION NO. R-2024-050

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING INDIVIDUAL PROJECT ORDER 23-08-D-001 TO THE MASTER SERVICES AGREEMENT BETWEEN THE CITY OF HUTTO AND TITAN COMMERCIAL VALUATION, LLC IN THE AMOUNT OF $4,500 FOR LAND VALUATION SERVICES FOR THE CR 199 RECONSTRUCTION PROJECT (CIP T19-2024); AUTHORIZING THE CITY MANAGER TO EXECUTE THE IPO; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Individual Project Order 23-08-D-001 ("IPO"), attached as Exhibit A and incorporated herein by reference, in the amount of $4,500, in accordance with the provisions of the Master Services Agreement For Professional Consulting Services executed between the City of Hutto and Titan Commercial Valuation, LLC.; and

WHEREAS, the IPO provides land valuation services for the Reconstruction of CR 199 (CIP T19-2024); and

WHEREAS, the City Council desires to authorize the City Manager to execute the IPO, 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 IPO, 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 7th day of March 2024 on vote of __AYES; ___NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

TASK ORDER #23-08D-001

Proposed LAND VALUATION SERVICES ROTATION LIST

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

1. Background Data
   a. Effective Date of Task Order #23-08D-001:
   b. Owner: City of Hutto
   c. Vendor: TITAN COMMERCIAL VALUATION, LLC.

Specific Project (title): Land Valuation Hutto MSA 23-08D

1) Scope of services for Land Valuation Services for Proposed Reconstruction of CR 199 - MSA 23-08D, IPO 23-08D-001– Tax ID: R020587 comprising 62.91 acres will include the following appraisal services:

Eminent Domain Appraisal: Scope of Work Overview

Objective: Titan Commercial Valuation's primary goal is to determine the fair market value of the property, which is subject to eminent domain, ensuring just compensation for the owner.

Tasks:

1. <u>Data Collection:</u>

- Reviewing title records, deeds, and easements.
- Obtaining property tax assessments and permits.
- Gathering information on zoning regulations and land use plans.
- Collecting data on comparable sales of properties similar to the subject property.

2. <u>Property Inspection:</u>

- Conducting a comprehensive physical inspection of the subject property.
- Assessing the condition of improvements, including buildings and amenities.
- Noting any environmental concerns or potential contamination.

3. Valuation Analysis:

- Applying relevant valuation approaches:

  Sales Comparison: Comparing your property to recent sales of similar properties.
  Income Approach: Estimating potential income generation and determining value.
  Cost Approach: Estimating the cost of replacing the property with a similar one.
- Analyzing data and adjusting for differences between the subject property and comparables.
- Calculating fair market value using the chosen approaches.

4. Report Preparation:

- Crafting a comprehensive appraisal report with clear and concise descriptions.
- Including detailed methodology, data analysis, and valuation justifications.
- Supporting conclusions with market data, professional judgment, and relevant regulations.

5. Appraisal Review & Communication:

- Reviewing the report with City of Hutto, the government agency, and addressing any questions.
- Being prepared to defend the appraisal in hearings / court if necessary.

Deliverables:

- A written appraisal report meeting Uniform Standards of Professional Appraisal Practice (USPAP) requirements.
- A clear and defensible estimate of the subject property's fair market value.
- Professional communication and support throughout the entire process.

We are committed to ensuring that the property owner receive fair compensation, and Titan Commercial Valuations transparent and thorough approach aims to provide the City of Hutto and the property owner with the best possible outcome.

2. Fee: $4,500.00; 25 Calendar Days Turnaround

3. Deadline: This form is to be signed along with any supplementary materials and must be submitted to Matt Rector, City Engineer via email.

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 {#23-08D-001} is .

OWNER:	CONSULTANT:
By:	By: Todd Milligan
Print Name:	Print Name: Todd Milligan
Title: _____	Title: Principal

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/18/2024

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 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
OREP Insurance Services, LLC
6353 El Cajon Blvd, Suite 124-605
San Diego, CA 92115

CONTACT NAME: Isaac Peck
PHONE (A/C, No, Ext): 888-347-5273
FAX (A/C, No): 619-704-0793
E-MAIL ADDRESS: Info@orep.org
PRODUCER CUSTOMER ID #:

INSURED
Titan Valuation LLC
8820 Business Park Dr, Suite 400
Austin, TX 78759

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Accelerant National Insurance Company	10220
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY / PRO-JECT / LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under SPECIAL PROVISIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors and Omissions			NRE40PL101304-00	02/02/2024	02/02/2025	PER CLAIM: $1,000,000 AGGREGATE: $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required):
Real Estate Appraisal Services
Retroactive Date: 1/1/2007
List of Insured: Dustin Riggs, Stephen Brown, Doug Burton, Mark Jackson, Sean Hawes, Michael Tyk, Shannon Hawes, Blake Ballesteros, Andre Suissa, Todd Milligan

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

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
Isaac Peck

© 1988- 2009 ACORD CORPORATION. All rights reserved.

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) _____, 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

Titan Commercial Valuation, LLC.

Company Name

Todd Milligan

Signature of Authorized Official

Principal

Title of Authorized Official

1/23/2024

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2023-1060987

Date Filed:
08/17/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Titan Commercial Valuation
Austin, TX United States

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.

MSA 23-06-E
Commercial Appraisal Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Milligan, Todd	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Todd Milligan, and my date of birth is 7-2-1981.

My address is 7600 Burnet Rd., Ste 290 (street), Austin (city), TX (state), 78757 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 17th day of August (month), 20 23 (year).

Todd Milli

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2023-1060987

Date Filed:
08/17/2023

Date Acknowledged:
09/08/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Titan Commercial Valuation
Austin, TX United States

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.

MSA 23-06-E
Commercial Appraisal Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Milligan, Todd	Austin, 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
13.6.

To:	City Council
Subject:	Consideration and possible action on approval of Ordinance No. O-2024-018 regarding Blanket Purchase Orders for consumable goods and services (Alberta Barrett)
Meeting:	Thursday, March 7, 2024
Department:	Finance /
Staff Contact:	Alberta Barrett

BACKGROUND INFORMATION:

On September 28th, 2024, Council approved O-2023-067, which allows the City Manager to sign routine blanket purchase orders for consumable goods and services (such as water/sewer services, electricity, chemicals, office supplies) that have been approved by the City Council in the Fiscal Year 2023-2024 budget at expenditure levels over $50,000.00. These specific expenditures were outlined in exhibit A of the ordinance. The purpose of this ordinance is to include additional blanket purchase orders that were not included in the original exhibit approved by Council. The specific changes include:

- Addition of legal services (Hyde Kelley, The Chapman Firm and Mathews and Freeland)
- Addition of animal shelter quarterly payments (Williamson County/County Auditor)
- Addition of distributed antenna system (Motorola Solutions)
- Addition of fixed network mobile read maintenance (Itron)
- Addition of bank and finance charges (Tyler Technologies)
- Addition of utility bill printing and postage (Dataprose)
- Updated phone service vendors from "various" to specific vendors (Brightspeed, Verizon Wireless)
- Updated internet service vendors from "various" to specific vendors (Centurylink, Charter Communications)
- Updated software licensing and maintenance vendors from "various" to specific vendors (SHI Government Solutions, Tyler Incode)
- Updated water reservation fee vendors from "various" to specific vendors (EPCOR Holdings, Recharge Water)
- Updated chemical vendors from "various" to specific vendors (Hawkins, Brenntag)
- Updated water lease vendors from "various" to specific vendors (Recharge)
- Updated utilities vendors from "various" to specific vendors (Bluebonnet, Cavallo Energy)
- Revision of WCAD appraisal amount
- Removal of line items in which blanket PO will not be applied

All purchases will comply with applicable state laws and the provisions of the City of Hutto Procurement Policy and Procedures Manual.

AGENDA ITEM REPORT
13.6.

SUMMARY OF REQUEST:

Approval of Ordinance

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

All approved purchase orders will not exceed 2024 budgeted amounts.

ATTACHMENTS:

1. Hutto-Ordinance for Blanket Purchase Orders O-2024-018

ORDINANCE NO. O-2024-018

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING ORDINANCE NO. O-2023-067, AUTHORIZING THE CITY MANAGER TO EXECUTE BLANKET PURCHASE ORDERS FOR ROUTINE CONSUMABLE GOODS AND SERVICES IN AMOUNTS NOT TO EXCEED THE AMOUNTS APPROVED BY THE CITY COUNCIL IN THE FISCAL YEAR 2023-2024 BUDGET; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas ("City") has need to purchase routine consumable goods and services that have been approved by the City Council in the Fiscal Year 2023-2024 Budget at expenditure levels over $50,000.00, as listed in Exhibit A, a copy of which is attached to this Ordinance and incorporated fully by reference; and

WHEREAS, these types of routine consumable goods and services are normally purchased using Blanket Purchase Orders, as defined in this Ordinance; and

WHEREAS, the term "Blanket Purchase Order" means a contractual agreement between the City and a vendor that allows for a series of recurring, frequent, or small purchases by City departments under a single contractual agreement, without continuously repeating the bidding process, and is associated with routine consumable goods and services such as copier leases, mowing services, office supplies, and other recurring purchases of specific goods or services for which the quantity or frequency of delivery cannot be fully determined at the time that the agreement is entered into, but for which the City and a vendor may agree to certain consistent terms for the delivery, including prices; and

WHEREAS, such Blanket Purchase Orders must comply with applicable state laws requiring competitive bids or authorizing alternative procurement methods, and the provisions of the City of Hutto Procurement Policy and Procedures Manual adopted by the City on November 3, 2022, as may be amended; and

WHEREAS, pursuant to Section 4.01(e) of the Hutto City Charter, the City Council may by ordinance set a maximum amount for which the City Manager shall be authorized to execute contracts and/or to expend funds for budgeted items, provided that all contracts and expenditures must comply with applicable state laws requiring competitive bids or authorizing alternative procurement methods; and

WHEREAS, on September 28, 2024, the City Council adopted Ordinance No. O-2023-067, authorizing the City Manager to execute certain purchase orders; and

WHEREAS, the City Council now desires to amend the authority delegated to the City Manager to execute Blanket Purchase Orders for routine consumable goods and services in amounts greater than $50,000.00 but not to exceed the maximum amount for which such goods and services were approved by the City Council in the Fiscal Year 2023-2024 Budget, as listed

in Exhibit A, subject to the guidelines established in this Ordinance.

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

Section 1: The findings set forth in the recitals of this Ordinance 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 Ordinance as if fully set forth herein.

Section 2: The City Council hereby delegates authority to the City Manager to execute Blanket Purchase Orders for routine consumable goods and services in amounts greater than $50,000.00 but not to exceed the maximum amount for which such goods and services were approved by the City Council in the Fiscal Year 2023-2024 Budget, as listed in Exhibit A, subject to the following guidelines:

(a) Blanket Purchase Orders must comply with applicable state laws requiring competitive bids or authorizing alternative procurement methods, and the provisions of the City of Hutto Procurement Policy and Procedures Manual adopted by the City on November 3, 2022, as may be amended.

(b) Blanket Purchase Orders must be for Department-specific expenditures.

(c) Departments using Blanket Purchase Orders must establish a system for documenting the purchases made under the Blanket Purchase Order and ensure that the amount purchased under the Blanket Purchase Order does not exceed the maximum amount for which such goods and services were approved by the City Council in the Budget.

(d) Departments must inform the vendor of the intent to use a Blanket Purchase Order when requesting a quote for goods or services, and that the pricing will be held for the term of the Blanket Purchase Order.

(e) Blanket Purchase Orders must include contract language specifying that the pricing will be held for the term of the contract period, such as "There shall be no price increases during this contract period."

(f) Blanket Purchase Orders cannot be extended beyond the current Fiscal Year and must include contract language specifying the contract period, such as: "Contract period is from date of order through August 31, 2024."

(g) Funds for expenditures under a Blanket Purchase Order must be encumbered based on a reliable estimate of the amount to be purchased under the Blanket Purchase Order within the Fiscal Year, and the Blanket Purchase Order may include, if appropriate, language regarding the estimated quantities, such as "This order is for an estimate of quantities/usage/services only, and no maximum or minimum quantity is guaranteed."

(h) Blanket Purchase Orders shall not be used for equipment leases or maintenance agreements, because such agreements must define the quantity and frequency of delivery at the inceptions of the agreement.

Section 3: The City Manager shall include in the monthly financial statements presented to the City Council a list of all Blanket Purchase Orders approved by the City Manager for Fiscal Year 2023-2024 pursuant to the authority delegated under this Ordinance.

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 Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 5: 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 6. 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.

READ and **APPROVED** on the first reading this the **7th** day of **March, 2024.**

By motion duly made, seconded and passed with an affirmative vote of all the Councilmembers present, the requirement for reading this ordinance on two separate dates was dispensed with.

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

Exhibit A

City of Hutto, TX				
Consumable Goods and Services -- Blanket Purchase Orders Included in the Budget				
FY 2023-2024 Budget				
Department	**Account**	**Supplier**	**Description**	**Account Budgeted Dollars**
Legal	10-010-003-6401	Bojorquez Law Firm	Attorney Services	445,000
Legal	10-010-003-6401	Hyde Kelley	Attorney Services	445,000
Legal	10-010-003-6401	Chapman Firm	Attorney Services	445,000
Finance	10-020-001-6443	WCAD	WCAD Appraisal	122,378
Development Services	10-030-021-6405	Eileen Merritt/ATS	Plan Review & 3rd Party Inspections	825,000
Police	10-050-001-6206	Galls	Uniforms	119,100
Police	10-050-001-6291	GT Distributors	Ammunition	55,000
Police	10-050-001-6472	Williamson County/County Auditor	Animal Shelter	166,000
Information Technology	10-060-030-6413	Brightspeed	Phone Services	261,600
Information Technology	10-060-030-6413	Verizon Wireless	Phone Services	261,600
Information Technology	10-060-030-6413	Centurylink	Internet Services	261,600
Information Technology	10-060-030-6413	Charter Communications	Internet Services	261,600
Information Technology	10-060-030-6412	SHI - Government Solutions (Microsoft)	Software Licensing and Maintenance	222,713
Information Technology	10-060-030-6412	Tyler Incode	Software Licensing and Maintenance	222,713
Facilities Maintenance	10-090-051-6301	Motorola Solutions	Distributed Antenna System	497,000
River Creek Development	45-020-001-6401	Hyde Kelley	Attorney Services	85,000
Utility Billing	50-020-010-6216	SecureVision of America, Inc	AMI Water Meters	162,750
Utility Billing	50-020-010-6207	Republic Meters	AMI Endpoints	78,750
Utility Billing	50-020-010-6412	Itron	Fixed Network/Mobile Reads Maintenance	150,000
Utility Billing	50-020-010-6505	Tyler Technologies	Bank & Finance Charges	180,000
Utility Billing	Various	Dataprose	Postage & Other Contracted Services	66,617
Utilities	50-040-058-6452	Manville water Contract	Water	600,000
Utilities	50-040-058-6451	Taylor Water Contract	Water	540,000
Utilities	50-040-058-6458	EPCOR Holdings	Water Reservation	2,157,940
Utilities	50-040-058-6458	Recharge Water	Water Reservation	2,157,940
Utilities	50-040-058-6232	Hawkins	Chemicals	200,000
Utilities	50-040-058-6232	Brenntag Southwest	Chemicals	200,000
Utilities	50-040-058-6454	Recharge Water	Water Lease Payments	211,000
Utilities	50-040-058-6456	Brazos River Authority	Brazos River Authority Contract	2,339,900
Utilities	50-040-058-6521	Bluebonnet	Utilities	375,000
Utilities	50-100-000-6401	Bojorquez Law Firm	Attorney Services	90,000
Utilities	50-100-000-6401	Mathews & Freeland, LLP	Attorney Services	90,000
Solid Waste	70-080-010-6461	Al Clawson	Solid Waste	2,543,745
Cottonwood Development	76-100-000-6401	Hyde Kelley	Attorney Services	500,000
Various	Various	Cavallo Energy	Utilities	375,000
Various	Various	Enterprise Leasing	Fleet Vehicles	504,710
Various	Various	P3 Works	PID Administration Costs	232,515
Various	Various	Tyler Technologies	Incode ERP	147,000
Various	Various	United States Postal Service	Postage	63,717
Various	Various	WEX	Gasoline	246,811

AGENDA ITEM REPORT
13.7.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2024-053 authorizing continued participation with the Atmos Cities Steering Committee and authorizing payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation (Legal)
Meeting:	Thursday, March 7, 2024
Department:	Finance /
Staff Contact:	

BACKGROUND INFORMATION:

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee ("ACSC") is composed of 184 municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division that have retained their original jurisdiction. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do by acting alone. Cities have more than 100 years of experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 185 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly of natural gas providers and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

The ACSC Membership Assessment Supports Important Activities:
ACSC is actively involved in rate cases, appeals, rulemaking, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

SUMMARY OF REQUEST:

AGENDA ITEM REPORT
13.7.

STAFF REVIEW:

Staff recommends acceptance

FISCAL NOTES:

This fiscal note COMBINES the dollar amount for Atmos ($1,832.75) and Oncor ($3,665.50) participation.

General Fund (10)
Account Number: 10-010-001-6507
Account Name: Membership Dues and Subscriptions
Budgeted Amount: $5,520
Amount Available: $5,008
Amount Requested: $1,833 - Atmos
$3,666 - Oncor
Total $5,499
Difference: $(491)

This $491 shortfall will be addressed with a budget transfer or mid-year budget amendment.

ATTACHMENTS:

1. Hutto Atmos Resolution 2024 assessment R-2024-053

RESOLUTION NO. R-2024-053

A RESOLUTION AUTHORIZING MEMBERSHIP IN THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION

WHEREAS, the City of Hutto, Texas is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City would like to become a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs;

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

I.

That the City is authorized to become a member in the Atmos Cities Steering Committee to protect the interests of the City of Hutto, Texas and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

II.

The City is further authorized to pay its 2024 assessment to the ACSC in the amount of five cents ($0.05) per capita.

III.

A copy of this Resolution and approved assessment fee payable to "*Atmos Cities Steering Committee*" shall be sent to:

Brandi Stigler
Atmos Cities Steering Committee
c/o Arlington City Attorney's Office, Mail Stop 63-0300
101 S. Mesquite St., Suite 300
Arlington, Texas 76010

PASSED AND APPROVED on this the 7th day of March, 2024, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Hutto, Texas.

_____
Mike Snyder
Mayor

ATTEST:

_____
Angela Lewis
City Secretary

AGENDA ITEM REPORT
13.8.

To:	City Council
Subject:	Consideration and possible action relating to Resolution No. R-2024-054 authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of ten cents per capita to the steering committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC. (Legal)
Meeting:	Thursday, March 7, 2024
Department:	Finance /
Staff Contact:	

BACKGROUND INFORMATION:

The City of Hutto is a member of a 169-member city coalition known as the Steering Committee of Cities Served by Oncor (Steering Committee). The resolution approves the assessment of a seven cent ($0.10) per capita fee to fund the activities of the Steering Committee.

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over two decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

SUMMARY OF REQUEST:

STAFF REVIEW:

Staff recommends acceptance

AGENDA ITEM REPORT
13.8.

FISCAL NOTES:

This fiscal note COMBINES the dollar amount for Atmos ($1,832.75) and Oncor ($3,665.50) participation.

General Fund (10)
Account Number: 10-010-001-6507
Account Name: Membership Dues and Subscriptions
Budgeted Amount: $5,520
Amount Available: $5,008
Amount Requested: $1,833 - Atmos
$3,666 - Oncor
Total $5,499
Difference: $(491)

This $491 shortfall will be addressed with a budget transfer or mid-year budget amendment. Amount Requested: $5,498 (Includes request for Atmos payment on this agenda)

ATTACHMENTS:

1. Hutto Oncor Resolution 2024 OCSC Assessment R-2024-054

RESOLUTION NO. R-2024-054

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF TEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

WHEREAS, the City of Hutto, Texas is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee of Cities Served By Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Steering Committee at its December 2023 meeting set a budget for 2024 that compels an assessment of ten cents ($0.10) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Hutto, Texas and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

II.

The City is further authorized to pay its assessment to the Steering Committee of ten cents ($0.10) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to *"Steering Committee of Cities Served by Oncor"* shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

PASSED AND APPROVED on this the 7th day of March, 2024, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Hutto, Texas.

_____
Mike Snyder
Mayor

ATTEST:

_____
Angela Lewis
City Secretary

AGENDA ITEM REPORT
13.9.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2024-048 regarding Council and City Manager expense reimbursements (Mayor Mike Snyder)
Meeting:	Thursday, March 7, 2024
Department:	City Council /
Staff Contact:	

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. Hutto Res Council Reimb for expenses R-2024-048

RESOLUTION NO. R-2024-048

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A PROCESS WHERE CITY COUNCIL REIMBURSEMENT FOR EXPENSES INCURRED IN THEIR OFFICIAL CAPACITY ARE POSTED AND PROCESSED ON CONSENT AGENDA ON FIRST AVAILABLE CITY COUNCIL MEETING AFTER REQUEST IS RECEIVED BY CITY STAFF; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to provide a process where City Council reimbursement for expenses incurred in their official capacity is posted on the consent agenda on the first available City Council meeting after the request is received by City staff, and reimbursements are processed upon approval of the agenda item.

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 the process for City Council reimbursement for expenses incurred in their official capacity is posted on the consent agenda on the first available City Council meeting after the request is received by City staff, and reimbursements are processed upon approval of the agenda item.

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 _____ 2024 on vote of __AYES; ___NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

AGENDA ITEM REPORT
13.10.

To:	City Council
Subject:	Consideration and possible action approving Resolution No. R-2024-055 consenting to the annexation of 4.881 acres of land into the Williamson County Water, Sewer, Irrigation, and Drainage District No. 3 (Legal)
Meeting:	Thursday, March 7, 2024
Department:	Legal /
Staff Contact:	

BACKGROUND INFORMATION:

This is a request to consent to the addition of 4.881 acres of land to the Williamson County Water, Sewer, Irrigation, and Drainage District No. 3 ("WSIDD3"). After WSIDD3 approves the annexation of the land, City Staff will place a resolution on an agenda setting public hearings to amend the Strategic Partnership Agreement between the City and WSIDD3 to authorize the limited purpose annexation for collection of the sales and use tax on the land.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. Hutto Res WCWSID No. 3 annexation Final 3.7.24

RESOLUTION NO. R-2024-055

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, CONSENTING TO ANNEXATION OF 4.881 ACRES OF LAND INTO THE WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NO. 3; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owners (or their successor(s) in title) of the land more fully described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Property") have petitioned Williamson County Water, Sewer, Irrigation, and Drainage District No. 3 (the "District") for the annexation of the Property into the boundaries of the District; and

WHEREAS, the Property is located within the extraterritorial jurisdiction of the City of Hutto, Texas (the "City") and the City's consent to annexation of the Property by the District is required by Section 42.0425 of the Texas Local Government Code and Section 54.0165 of the Texas Water Code; and

WHEREAS, the owners of the Property have requested that the City consent to the proposed annexation of the Property into the District.

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 consents to annexation of 4.881 acres of land out of the N.D. Walling Survey, Abstract No. 675 in Williamson County, Texas into the boundaries of the District.

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 7th day of March, 2024 on vote of __AYES; ___NAYS; __ABSTENTIONS.

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

Exhibit A

PETITION FOR LIMITED PURPOSE ANNEXATION OF LAND PURSUANT TO SECTION 43.0751, TEXAS LOCAL GOVERNMENT CODE

THE STATE OF TEXAS	§
	§
COUNTIES OF TRAVIS	§
AND WILLIAMSON	§

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

The undersigned (the "*Petitioner*") is the owner of the land located within the extraterritorial jurisdiction of the City of Hutto, Texas (the "*City*"), more fully described in the attached **Exhibit "A"** (the "*Property*").

Subject to the annexation of the Property by Williamson County Water, Sewer, Irrigation, and Drainage District No. 3 (the "*District*"), the Petitioner respectfully requests that the Strategic Partnership Agreement between the City and the District dated effective May 1, 2006 (the "*SPA*") be amended to authorize the City to annex the Property for the limited purpose of subjecting the Property to the imposition and collection of the City's sales and use taxes, as permitted by Section 43.0751(k) of the Texas Local Government, and to include the Property in the "Limited Purpose Annexation Property" under the SPA.

WHEREFORE, Petitioner prays that this Petition be heard and that your Honorable Body duly approve the limited purpose annexation of the Property in accordance with the foregoing.

RESPECTFULLY SUBMITTED as of the 7th day of March, 2024.

* * *

[Signature Page Follows.]

Exhibit A

PETITIONER:

DERON AUSTIN ZINNECKER, TRUSTEE OF THE EJK FAMILY TRUST, A QUALIFYING TRUST PURSUANT TO TEX. PROP. CODE § 41.0021 AND TEX. TAX CODE § 11.13

By: Deron Austin Zinnecker, Trustee

Deron Austin Zinnecker, Trustee

EXHIBIT "A"

DESCRIPTION OF PROPERTY

4.881 ACRE TRACT

LEGAL DESCRIPTION: Being 4.881 acres of land out of the N. D. Walling Survey, Abstract No. 675 in Williamson County, Texas and being that certain 4.879 acre tract described in Volume 722, Page 577 of the Deed Records of said Williamson County, Texas; Said 4.881 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services Inc in February 2022:

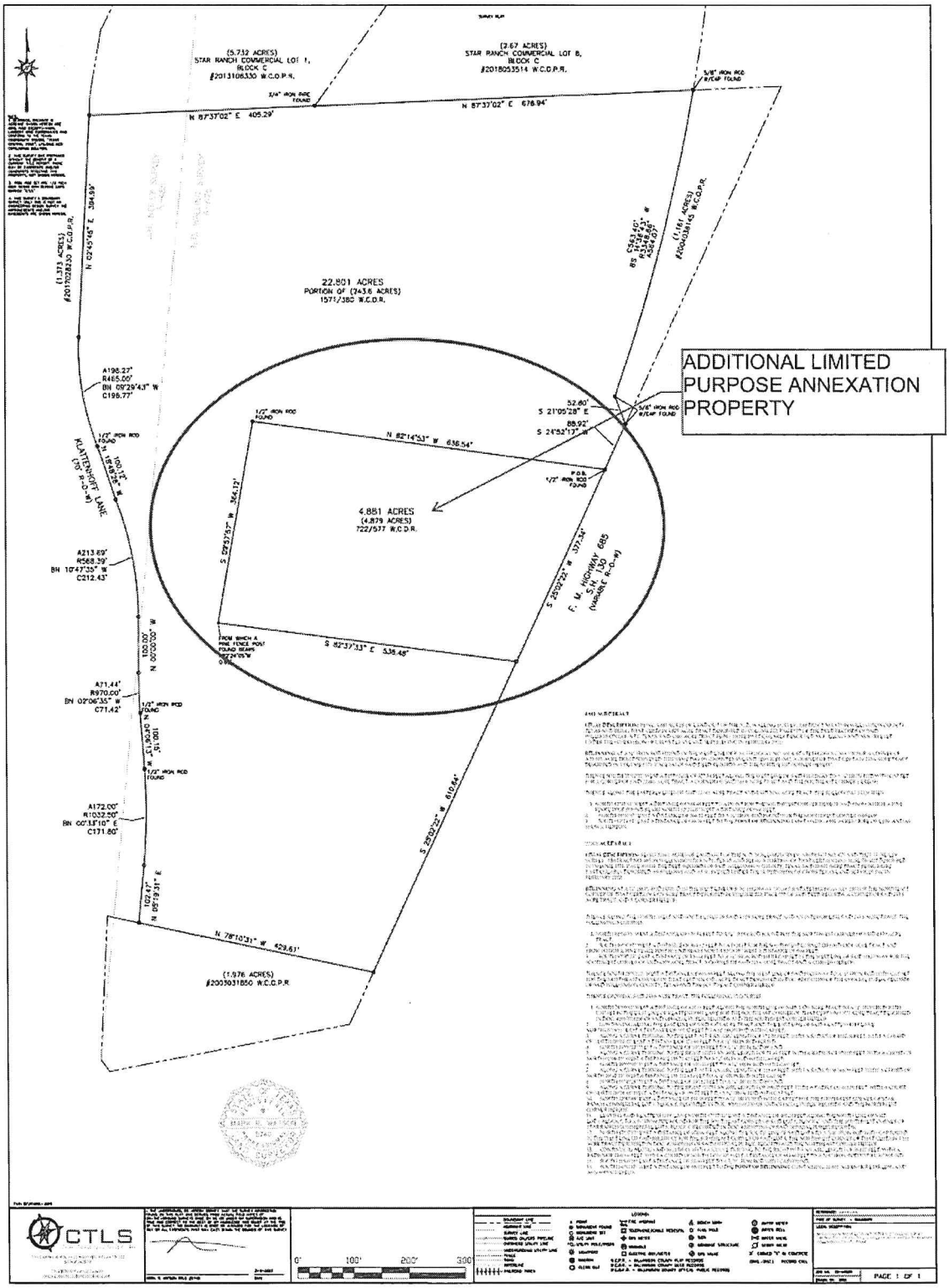
BEGINNING at a ½" iron rod found in the west line of F. M. Highway No. 685 & State Highway No. 130 for a corner of a 22.801 acre tract surveyed this same day by Cross Texas Land Services Inc, a corner of that certain 243.6 acre tract described in Volume 1571, Page 380 of said Deed Records and the northeast corner hereof;

THENCE South 25°02'22" West a distance of 377.34 feet along the west line of said Highway to a ½" iron rod with cap set for a corner of said 22.801 acre tract, a corner of said 243.6 acre tract and the southeast corner hereof;

THENCE along the easterly lines of said 22.801 acre tract and said 243.6 acre tract, the following 3 courses:

1. North 82°37'33" West a distance of 538.48 feet to a point for the southwest corner hereof and from which a pine fence post found bears North 82°24'05" West a distance of 0.66 feet;
2. North 09°57'57" East a distance of 364.12 feet to a ½" iron rod found for the northwest corner hereof;
3. South 82°14'53" East a distance of 636.54 feet to the **POINT OF BEGINNING** containing 4.881 acres more or less, and as shown hereon.

Exhibit A


ADDITIONAL LIMITED PURPOSE ANNEXATION PROPERTY
(5.732 ACRES)
STAR RANCH COMMERCIAL LOT 1, BLOCK C
#2013106330 W.C.O.P.R.
(2.67 ACRES)
STAR RANCH COMMERCIAL LOT 8, BLOCK C
#2018053514 W.C.O.P.R.
N 87°37'02" E 405.29'
N 87°37'02" E 676.94'
22.801 ACRES
PORTION OF (743.6 ACRES)
1571/383 W.C.O.R.
4.851 ACRES
(4.879 ACRES)
722/577 W.C.O.R.
N 82°14'53" W 636.54'
S 82°37'53" E 336.48'
S 25°02'22" W 610.64'
N 78°10'31" W 429.61'
KLATTENHOFF LANE
F. M. HIGHWAY 685
S.H. 130
(VARIABLE R.O.-W)
(1.976 ACRES)
#2003031850 W.C.O.P.R.
CTLS
PAGE 1 OF 1

AGENDA ITEM REPORT
13.11.

To:	City Council
Subject:	Consideration and possible action relating to Resolution No. R-2024-056 accepting the Petition filed by Tack Development, Ltd, relating to 15.513 acres of land, commercial parcel, to the Williamson County Municipal Utility District No. 22 (Star Ranch) and to set two public hearings for the limited purpose annexation (Legal)
Meeting:	Thursday, March 7, 2024
Department:	Legal /
Staff Contact:	

BACKGROUND INFORMATION:

A petition was filed requesting an amendment to the Strategic Partnership Agreement between the City and Williamson County to authorize the limited purpose annexation of 15.513 acres of commercial land into Williamson County Municipal Utility District No. 22 (“Star Ranch”). The Texas Local Government Code Section 43.751 requires the City to set two public hearings to amend the Strategic Partnership Agreement to authorize the limited purpose annexation of the commercial land by ordinance in order to collect sales and use tax on the land.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. Hutto Res Call Public Hearing Star Ranch Final 3.7.24 v2

RESOLUTION NO. R-2024-056

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, ACCEPTING THE PETITION FILED BY TACK DEVELOPMENT, LTD. RELATING TO 15.513 ACRES OF LAND, COMMERCIAL PARCEL, TO THE WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 22 (STAR RANCH) AND TO SET TWO PUBLIC HEARINGS FOR THE LIMITED PURPOSE ANNEXATION OF THE LAND; PROVIDING PROPER NOTICE AND MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of the land in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Property") has petitioned the City to consider an amendment of the Strategic Partnership Agreement between the City and Williamson County Municipal Utility District No. 22 (Star Ranch) (the "District") located along the southwest corner of Gattis School Road and State Highway 130, in the Extraterritorial Jurisdiction of the City, Williamson County; and

WHEREAS, the owner of the Property has requested that the City consider the proposed amendment to the Strategic Partnership Agreement, attachment "B" between the City and Williamson County Utility District No. 22 (Star Ranch) for the Limited Purpose Annexation of the Property and the collection of its sales and use tax; and

WHEREAS, the City's consideration of the amendment to the Strategic Partnership Agreement and the Limited Purpose Annexation of the Property is required by Section 43.0751 of the Texas Local Government Code; and

WHEREAS, the City is required to hold two (2) public hearings prior to the City Council's consideration of the amendment to the Strategic Partnership Agreement and limited purpose annexation.

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 calls two (2) public hearings set for March 21, 2024 and April 18, 2024. Notice of such hearings shall be published as required by Section 43.0751(d) of the Texas Local Government Code and the hearings shall be open to the public to accept public comment on the Petition and amendment to the Strategic Partnership Agreement.

Section 3: The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and

that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

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

PASSED, APPROVED, AND ADOPTED by the **CITY COUNCIL** of the **CITY OF HUTTO, TEXAS,** on the 7th day of March, 2024, on vote of ___ **AYES;** ___ **NAYS;** and ___ **ABSTENTIONS.**

CITY OF HUTTO, TEXAS

_____
Mike Snyder, Mayor

ATTEST:

_____
Angela Lewis, City Secretary

Exhibit A

PETITION FOR LIMITED PURPOSE ANNEXATION OF LAND PURSUANT TO SECTION 43.0751, TEXAS LOCAL GOVERNMENT CODE

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

The undersigned (the "*Petitioner*") is the owner of the land located within the extraterritorial jurisdiction of the City of Hutto, Texas (the "*City*"), more fully described in the attached **Exhibit "A"** (the "*Property*").

The Petitioner respectfully requests that the Strategic Partnership Agreement between the City and Williamson County Municipal Utility District No. 22 dated effective November 20, 2006 (the "*SPA*") be amended to authorize the City to annex the Property for the limited purpose of subjecting the Property to the imposition and collection of the City's sales and use taxes, as permitted by Section 43.0751(k) of the Texas Local Government, and to include the Property in the "Limited Purpose Annexation Property" under the SPA.

WHEREFORE, Petitioner prays that this Petition be heard and that your Honorable Body duly approve the limited purpose annexation of the Property in accordance with the foregoing.

RESPECTFULLY SUBMITTED as of the 7th day of March, 2024.

* * *

[Signature Page Follows.]

Exhibit A

PETITIONER:

TACK DEVELOPMENT, LTD., a Texas limited partnership

By: Commerce Texas Properties, Inc., a Texas corporation, its General Partner

By:_____
Tim Timmerman, President

Exhibit A

EXHIBIT "A"

DESCRIPTION OF PROPERTY

±15.513 ACRES CONSISTING OF THE ±28.343 ACRE TRACT DESCRIBED BELOW **SAVE AND EXCEPT** THE **±12.83 ACRES** ORIGINALLY SUBJECT TO THAT CERTAIN STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF HUTTO, TEXAS AND WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 22, DATED EFFECTIVE NOVEMBER 20, 2006:

LEGAL DESCRIPTION: Being 28.343 acres of land out of the N. D. Walling Survey, Abstract No. 675, the J. H. Neiley Survey, Abstract No. 485 and the R. McNutt Survey, Abstract No. 422 in Williamson County, Texas and being a portion of that certain 325.34 acre tract described in Doc. #2008092900 of the Official Public Records of said Williamson County, Texas; Said28.343 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services Inc in February & October 2022 and August 2023:

BEGINNING at a ½" iron rod with cap found in the west line of State highway No. 130 described in Doc. #2004066027 of said Official Public Records and the north line of Star Ranch Boulevard for the southeast corner hereof and from which a ½" iron rod with cap found bears South 02°50'32" East a distance of 82.27 feet;

THENCE along the east line of said Star Ranch Boulevard, the following 7 courses:

1. South 71°52'24" West a distance of 116.39 feet to a 1/2" iron rod with cap found;
2. Along a curve turning to the right with an arc length of 1065.02 feet, with a radius of 460.00 feet, with a chord of North 41°50'38" West a distance of 842.59 feet to a ½" iron rod with cap found;
3. North 27°36'43" East a distance of 181.33 feet to a 1/2" iron rod with cap found;
4. North 24°17'12" East a distance of 36.29 feet to a 1/2" iron rod with cap found;
5. Along a curve turning to the left with an arc length of 165.20 feet, with a radius of 558.17 feet, with a chord of North 16°00'21" East a distance of 164.60 feet to a ½" iron rod with cap set;
6. North 07°29'01" East a distance of 951.16 feet to a 1/2" iron rod with cap set;
7. Along a curve turning to the left with an arc length of 527.42 feet, with a radius of 545.16 feet, with a chord of North 20°13'11" West a distance of 507.09 feet; to a ½" iron rod with cap found for the southeast corner of Lot 1, Block A of the Star Ranch Apartments recorded in Doc. #2021054273 of the Plat Records of said Williamson County and a corner hereof;

THENCE along the southeast line of said Lot 1, the following courses:

1. North 24°25'55" East a distance of 252.40 feet to a calculated point;
2. North 52°44'21" East a distance of 252.86 feet to a 1/2" iron rod with cap found in the west line of said Highway for the southeast corner of said Lot 1 and a corner hereof;

THENCE along the west line of said Highway, the following courses:

1. South 03°31'15" East a distance of 304.55 feet to a 1/2" iron rod with cap found;
2. North 86°50'15" East a distance of 144.83 feet to a 1/2" iron rod found;
3. South 02°35'22" East a distance of 2451.77 feet to the **POINT OF BEGINNING** containing 28.343 acres more or less, and as shown hereon.

Exhibit A

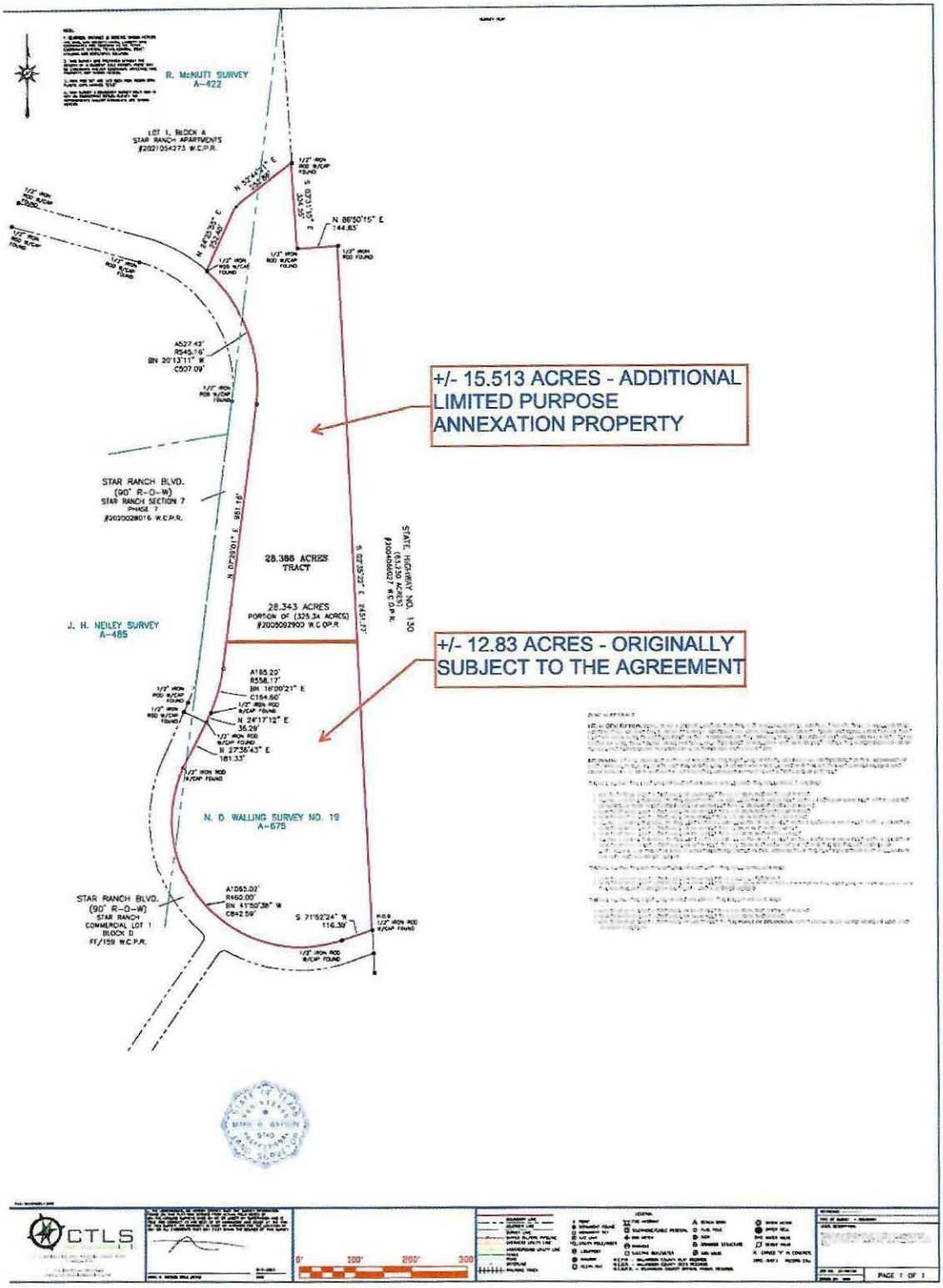

R. McNUTT SURVEY
A-422
LOT 1, BLOCK A
STAR RANCH APARTMENTS
#2021054273 W.C.P.R.
+/- 15.513 ACRES - ADDITIONAL LIMITED PURPOSE ANNEXATION PROPERTY
STAR RANCH BLVD.
(90' R-O-W)
STAR RANCH SECTION 7
PHASE 7
#2020028016 W.C.P.R.
28.386 ACRES
TRACT
28.343 ACRES
PORTION OF (325.34 ACRES)
#2005092900 W.C.O.P.R.
STATE HIGHWAY NO. 130
(65.130 ACRES)
#2004058027 W.C.O.P.R.
J. H. NEILEY SURVEY
A-485
+/- 12.83 ACRES - ORIGINALLY SUBJECT TO THE AGREEMENT
N. D. WALLING SURVEY NO. 19
A-675
STAR RANCH BLVD.
(90' R-O-W)
STAR RANCH
COMMERCIAL LOT 1
BLOCK D
#/159 W.C.P.R.
CTLS
PAGE 1 OF 1

EXHIBIT "B"

AMENDMENT NO. 1 TO STRATEGIC PARTNERSHIP AGREEMENT

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS THAT:
COUNTY OF WILLIAMSON	§	

This Amendment No. 1 to Strategic Partnership Agreement (this "*Amendment*") is made and entered into by the City of Hutto, Texas (the "*City*") and Williamson County Municipal Utility District No. 22 (the "*District*"), under the authority of Section 43.0751 of the Texas Local Government Code (the "*Local Government Code*"). The City and the District are sometimes referred to herein collectively as the "*Parties*".

RECITALS

A. The City is a home rule municipal corporation.

B. The District is a municipal utility district created pursuant to Senate Bill 1887, Acts of the 79th Texas Legislature, Regular Session 2005, now codified as Chapter 8135 of the Texas Special District Local Laws Code (the "*Act*") and operating under the Act and Chapters 49 and 54 of the Texas Water Code.

C. In accordance with Section 43.0751 of the Local Government Code, the City and the District previously entered into a "Strategic Partnership Agreement Between the City of Hutto and the Williamson County Municipal Utility District No. 22" dated effective November 20, 2006 (the "*Agreement*"), which, among other things, provided for the limited purpose annexation into the City of approximately 69 acres within the District so that the City could impose and collect sales and use taxes within area annexed for limited purposes; provided for eventual annexation and dissolution of the District by the City; addressed issues related to administration of the District, provision of services, and other regulatory and financial matters; and provided for the construction and financing of certain roads which benefit residents of the District and the City.

D. The City and the District have since agreed that additional property within the District should be annexed into the City for limited purposes, and the purpose of this Agreement is to amend the Agreement to provide for the limited purpose annexation of such additional property in accordance with Section 43.0751 of the Local Government Code.

E. Section 6.12 of the Agreement provides that the Agreement may be amended in writing upon the approval of the governing bodies of the City and the District.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Amendment, and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Recitals. The foregoing Recitals are incorporated herein by reference.

2. Defined Terms. Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Agreement.

3. Additional Limited Purpose Annexation Property. The District and the City hereby agree (a) that the real property described on **Exhibit "A"** to this Amendment (the "*Additional Limited Purpose Annexation Property*") shall be annexed into the City for the limited purposes of subjecting the Additional Limited Purpose Annexation Property to the imposition and collection of the City's sales and use taxes as permitted by Section 43.0751(k) of the Local Government Code; and (b) that, effective immediately upon such limited purpose annexation, the Additional Limited Purpose Annexation Property shall be deemed to be included in the Limited Purpose Annexation Property for all purposes under the Agreement.

4. Effect of Amendment. Except as specifically provided in this Amendment, the terms of the Agreement continue to govern the rights and obligations of the Parties, and all terms of the Agreement remain in full effect. If there is any conflict or inconsistency between this Amendment and the Agreement, this Amendment will control and modify the Agreement.

5. Effective Date of Amendment. This Amendment will become effective on and as of the date that it has been fully executed by the City and the District after adoption by the governing bodies of both Parties (the "*Effective Date*"), as evidenced and determined by the date of the notary acknowledgments set forth on the Parties' respective counterpart signature pages hereto. This Amendment shall be recorded in the deed records of the county or counties in which the land included within the District is located and shall bind each owner and each future owner of land included within the District's Boundaries as of the Effective Date.

6. Counterparts. This Amendment may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute the same instrument. A digital signature, a facsimile or other electronic copy of an original signature, and a counterpart transmitted electronically (*e.g.*, by fax, email, text, or similar means), will be deemed to be, and will have the same force and effect as, an original signature for all purposes.

* * *

EXECUTED to be effective as of the Effective Date.

[*counterpart signature pages follow*]

COUNTERPART SIGNATURE PAGE TO:

AMENDMENT NO. 1 TO
STRATEGIC PARTNERSHIP AGREEMENT

CITY OF HUTTO, TEXAS

By:_____
James Earp, City Manager

ATTEST:

_____

_____
City Secretary

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 2024 by James Earp, City Manager of the City of Hutto, Texas, for and on behalf of said city.

_____
Notary Public Signature

(SEAL)

COUNTERPART SIGNATURE PAGE TO:

AMENDMENT NO. 1 TO
STRATEGIC PARTNERSHIP AGREEMENT

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 22

_____
Kyle Spears, President
Board of Directors

ATTEST:

_____
Claudia Capers, Secretary
Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 2024 by Kyle Spears, President of the Board of Directors of Williamson County Municipal Utility District No. 22, for and on behalf of said district.

_____
Notary Public Signature

(SEAL)

EXHIBIT "A"

ADDITIONAL LIMITED PURPOSE ANNEXATION PROPERTY

±15.513 ACRES CONSISTING OF THE ±28.343 ACRE TRACT DESCRIBED BELOW SAVE AND EXCEPT THE ±12.83 ACRES ORIGINALLY SUBJECT TO THE AGREEMENT:

LEGAL DESCRIPTION: Being 28.343 acres of land out of the N. D. Walling Survey, Abstract No. 675, the J. H. Neiley Survey, Abstract No. 485 and the R. McNutt Survey, Abstract No. 422 in Williamson County, Texas and being a portion of that certain 325.34 acre tract described in Doc. #2008092900 of the Official Public Records of said Williamson County, Texas; Said28.343 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services Inc in February & October 2022 and August 2023:

BEGINNING at a ½" iron rod with cap found in the west line of State highway No. 130 described in Doc. #2004066027 of said Official Public Records and the north line of Star Ranch Boulevard for the southeast corner hereof and from which a ½" iron rod with cap found bears South 02°50'32" East a distance of 82.27 feet;

THENCE along the east line of said Star Ranch Boulevard, the following 7 courses:

1. South 71°52'24" West a distance of 116.39 feet to a 1/2" iron rod with cap found;
2. Along a curve turning to the right with an arc length of 1065.02 feet, with a radius of 460.00 feet, with a chord of North 41°50'38" West a distance of 842.59 feet to a ½" iron rod with cap found;
3. North 27°36'43" East a distance of 181.33 feet to a 1/2" iron rod with cap found;
4. North 24°17'12" East a distance of 36.29 feet to a 1/2" iron rod with cap found;
5. Along a curve turning to the left with an arc length of 165.20 feet, with a radius of 558.17 feet, with a chord of North 16°00'21" East a distance of 164.60 feet to a ½" iron rod with cap set;
6. North 07°29'01" East a distance of 951.16 feet to a 1/2" iron rod with cap set;
7. Along a curve turning to the left with an arc length of 527.42 feet, with a radius of 545.16 feet, with a chord of North 20°13'11" West a distance of 507.09 feet; to a ½" iron rod with cap found for the southeast corner of Lot 1, Block A of the Star Ranch Apartments recorded in Doc. #2021054273 of the Plat Records of said Williamson County and a corner hereof;

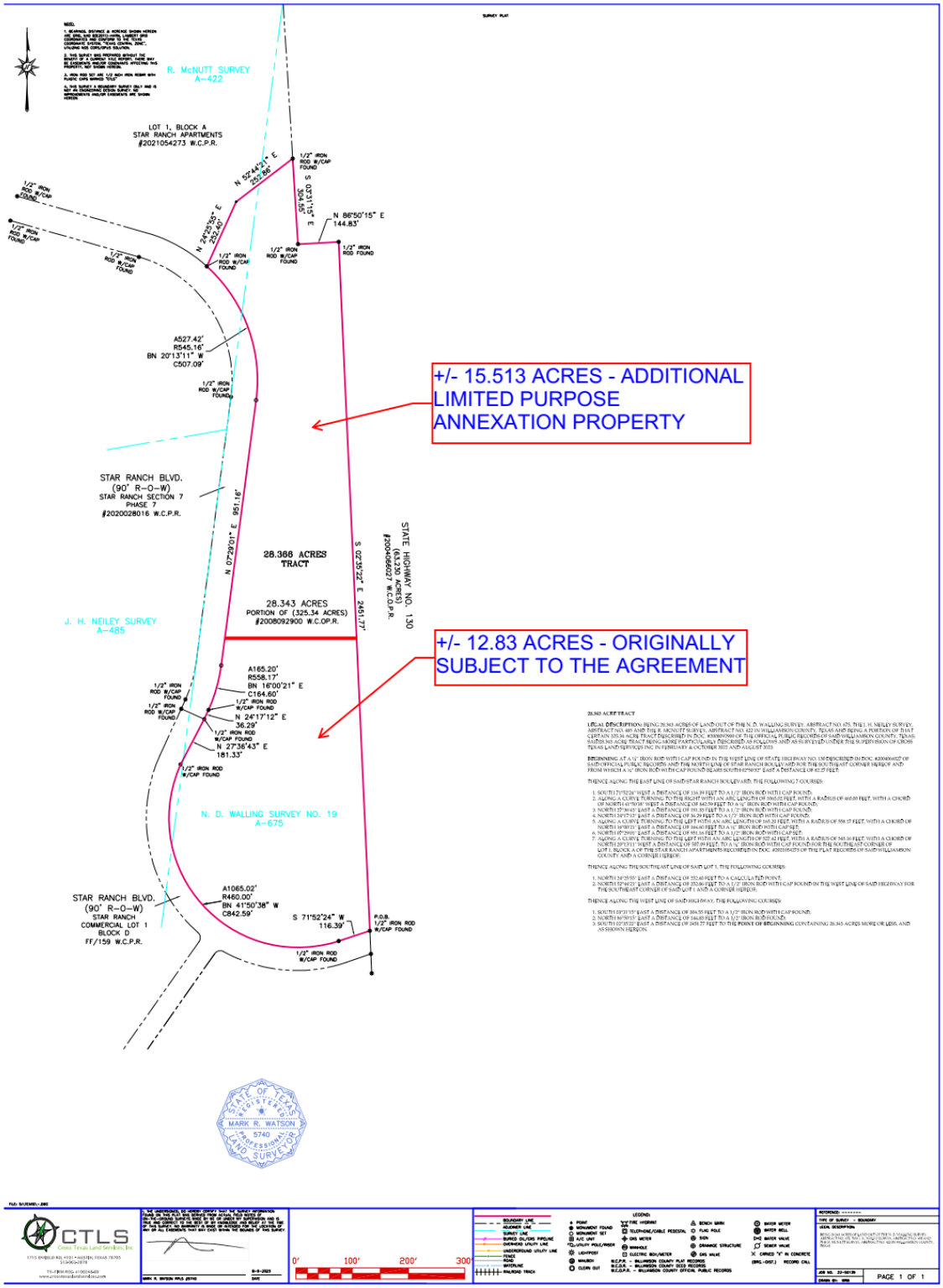
THENCE along the southeast line of said Lot 1, the following courses:

1. North 24°25'55" East a distance of 252.40 feet to a calculated point;
2. North 52°44'21" East a distance of 252.86 feet to a 1/2" iron rod with cap found in the west line of said Highway for the southeast corner of said Lot 1 and a corner hereof;

THENCE along the west line of said Highway, the following courses:

1. South 03°31'15" East a distance of 304.55 feet to a 1/2" iron rod with cap found;
2. North 86°50'15" East a distance of 144.83 feet to a 1/2" iron rod found;
3. South 02°35'22" East a distance of 2451.77 feet to the POINT OF BEGINNING containing 28.343 acres more or less, and as shown hereon.

Note: Bearings, distances and acreage shown hereon are NAD 83, Texas Central Zone and are derived from GPS techniques. Iron Rod set are 1/2 inch rod with plastic caps marked "CTLS".


SURVEY PLAT
R. McNUTT SURVEY
A-422
LOT 1, BLOCK A
STAR RANCH APARTMENTS
#2021054273 W.C.P.R.
N 52°44'21" E
252.86'
N 24°25'35" E
252.00'
S 03°31'15" E
304.55'
N 86°50'15" E
144.83'
1/2" IRON ROD W/CAP FOUND
1/2" IRON ROD FOUND
A527.42'
R545.16'
BN 20°13'11" W
C507.09'
+/- 15.513 ACRES - ADDITIONAL LIMITED PURPOSE ANNEXATION PROPERTY
STAR RANCH BLVD.
(90' R-O-W)
STAR RANCH SECTION 7
PHASE 7
#2020028016 W.C.P.R.
N 07°29'01" E 951.16'
28.366 ACRES
TRACT
28.343 ACRES
PORTION OF (325.34 ACRES)
#2008092900 W.C.O.P.R.
S 02°35'22" E 2451.77'
STATE HIGHWAY NO. 130
(A.K.A. SH 130)
#2004086027 W.C.O.P.R.
J. H. NEILEY SURVEY
A-485
+/- 12.83 ACRES - ORIGINALLY SUBJECT TO THE AGREEMENT
A165.20'
R558.17'
BN 16°00'21" E
C164.60'
N 24°17'12" E
36.29'
N 27°36'43" E
181.33'
N. D. WALLING SURVEY NO. 19
A-675
STAR RANCH BLVD.
(90' R-O-W)
STAR RANCH
COMMERCIAL LOT 1
BLOCK D
FF/159 W.C.P.R.
A1065.02'
R460.00'
BN 41°50'38" W
C842.59'
S 71°52'24" W
116.39'
P.O.B.
1/2" IRON ROD W/CAP FOUND
STATE OF TEXAS
REGISTERED
MARK R. WATSON
5740
PROFESSIONAL
LAND SURVEYOR
CTLS
Cross Texas Land Services, Inc.
0'
100'
200'
300'
LEGEND
BOUNDARY LINE
ADJOINER LINE
SURVEY LINE
BURIED GAS/OIL PIPELINE
OVERHEAD UTILITY LINE
UNDERGROUND UTILITY LINE
FENCE
ROAD
WATERLINE
WALKING TRACK
POINT
MONUMENT FOUND
MONUMENT SET
A/C UNIT
UTILITY POLE/POWER
LIGHTPOST
MAILBOX
CLEAN OUT
FIRE HYDRANT
TELEPHONE/CABLE PEDESTAL
GAS METER
WINDOW
ELECTRIC BOX/METER
BENCH MARK
FLAG POLE
SIGN
DRAINAGE STRUCTURE
GAS VALVE
WATER METER
WATER WELL
WATER VALVE
SEWER VALVE
CARVED "X" IN CONCRETE
(BRL.-DIST.) RECORD CALL
R.C.P.R. - WILLIAMSON COUNTY PLAT RECORDS
W.C.D.R. - WILLIAMSON COUNTY DEED RECORDS
W.C.O.P.R. - WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
REFERENCE: -------
TYPE OF SURVEY: - BOUNDARY
LEGAL DESCRIPTION
PAGE 1 OF 1

AGENDA ITEM REPORT
13.12.

To:	City Council
Subject:	Consideration and possible action on approving the February 15, 2024 City Council Meeting minutes.
Meeting:	Thursday, March 7, 2024
Department:	City Secretary /
Staff Contact:	Angela Lewis

BACKGROUND INFORMATION:

Staff recommends that City Council approves the February 15, 2024 City Council Work Meeting minutes.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. 2.15.24 CC Meeting Minutes DRAFT

City of Hutto

MINUTES

City Council Meeting
Thursday, February 15, 2024 at 7:00 PM
City Council Chambers
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 www.huttotx.gov

1. CALL SESSION TO ORDER: *7:03 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; Angela Lewis, City Secretary; Amanda Taylor, Assistant City Secretary; Alberta Barrett, Finance Director; Jeff White, Parks and Recreation Director; Sara Cervantes, Director of Real Estate Services

3. INVOCATION – Pastor Arthur Spence

4. PLEDGE OF ALLEGIANCE

5. PROCLAMATIONS

5.1 Delta Days in Hutto Proclamation – *Accepted by members of the Delta Sigma Theta Sorority*

5.2 World Hippo Day Proclamation – *Accepted by Community Outreach & Programs City staff*

5.3 Amplify Wilco Days Proclamation – *Accepted by Robynne Parkington*

6. CITY MANAGER COMMENTS

City Manager Earp provided updates on the following:

- World Hippo Day Recap
- City Hall closure on Monday, February 19, President's Day
- Spring Break Camp through Parks and Recreation, March 11 – 15
- Touch a Truck Event, March 13
- Household hazardous waste clean up, March 16 at Williamson County Expo in Taylor
- Ladders for Leaders Interchip Program

DRAFT

- Co-Op Parking Garage update

7. PUBLIC COMMENTS

- Delann Williams
- LaKissa Bright (written comment)

8. PRESENTATIONS

8.1 Temple College Presentation – *Presented by Dede Griffith and Dr. Robbin Ray*

8.2 Presentation on the Annual Comprehensive Financial Report for the Year Ended September 30, 2023 – *Presented by Alberta Barrett and Jon Watson*

9. PUBLIC HEARINGS AND RELATED ACTION

9.1 Conduct a public hearing regarding the creation of the Meadow Brook Public Improvement District (Sara Cervantes)

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Clark to adjourn the public hearing until March 7th. The vote passed 7,0.

9.2 Conduct a public hearing and consider possible action on Ordinance No. O-2024-009 to amend the Code of Ordinances (2020 edition, as amended), Chapter 3, Land Use Standards of the City of Hutto by amending Chapter 2, Administration, by amending 10.203 Development Review Process, amending Chapter 3 Land Use Standards, Section 10.304.9 Temporary Uses, and amending Section 10.310.5, Mobile Food Vendor (First Reading) (Ashley Bailey)

Public Hearing Opened: 8:43 pm

Public Comment: Marino Cortina

A motion was made by Councilmember Kolar and seconded by Councilmember Clark to approve Ordinance No. O-2024-009 with the changes of coming into compliance with the UDC within March 2025 and an extension on an additional 90 days. The vote passed/failed 7,0.

Item 11.1 was heard at this time.

11.1 Consideration and possible action on Ordinance No. O-2024-010 approving budget amendments for the Hutto Economic Development Corporation (HEDC) as approved at their Board Meeting on January 29, 2024 (First Reading) (Alberta Barrett)

DRAFT

Mayor Snyder made a motion that this item is postponed until the Spine Road contract is made public. There was no second, and the motion died.

A motion was made by Councilmember Thompson and seconded by Councilmember Clark to approve Ordinance No. O-2024-010. The vote passed 6,1 (Snyder dissenting).

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: None

11. ORDINANCES

11.2 Consideration and possible action on Ordinance No. O-2024-011 authorizing a budget amendment in the amount of $41,000 for the FM 3349 Bridge Beautification Project (First Reading) (Alberta Barrett)

A motion was made by Councilmember Kolar and seconded by Councilmember Thompson to approve Ordinance No. O-2024-011. The vote passed 7,0.

11.3 Consideration and possible action on proposed Charter Amendments and adopt Ordinance No. O-2024-012 ordering a Special Election for May 4, 2024, to amend the Home Rule Charter of the City of Hutto, Texas; designate the propositions and manner of holding such election; and provide for the posting and publication of notice (Legal)

A motion was made by Councilmember Thompson and seconded by Councilmember Clark to approve Ordinance No. O-2024-012 for the Special Election. The vote passed 7,0.

Separate Charter Amendment discussion was held later in the meeting.

11.4 Consideration and possible action on Ordinance No. O-2024-013 amending Hutto Code of Ordinances, Chapter 4 Animals, Article 4.09.002 Cats to provide for Trap, Neuter and Release (First Reading) (Chief Jeffrey Yarbrough)

DRAFT

A motion was made by Councilmember Kolar and seconded by Councilmember Wilcott to approve Ordinance No. O-2024-013. The vote passed 7,0.

11.5 Consideration and possible action on Ordinance No. O-2024-014 amending of Hutto Code of Ordinances, Chapter 22, Article 22.04.001-22.04.010 and Articles 22.04.011 and Articles 22.04.012 to provide for amending the definition of vehicles to include All Terrain Vehicle, Trailer and to amend Parking, Stopping and Standing provisions related to such vehicles (First Reading) (Chief Jeffrey Yarbrough)

A motion was made by Councilmember Clark and seconded by Councilmember Thompson to approve Ordinance No. O-2024-014. The vote passed 7,0.

11.6 Consideration and possible action on Ordinance No. O-2024-015 amending Hutto Code of Ordinances, Chapter 8 Business Regulations, Article 8.06 Vehicle Towing to provide for towing regulations (First Reading) (Chief Jeffrey Yarbrough)

A motion was made by Councilmember Wilcott and seconded by Councilmember Thompson with a change to include "within 10 miles of City Hall" and approve Ordinance No. O-2024-015. The vote passed 7,0.

12. RESOLUTIONS

12.1 Consideration and possible action relating to Resolution No. R-2024-031 approving the Olander Farms Development Agreement between Keith Alan Olander, Karen Ann Olander, Janet Lynn Olander Barnard, Timothy Edward Barnard, Brian Anthony Barnard, Elizabeth Barnard Davis, and Hutto-40 LLC and the City of Hutto and authorizing the City Manager to execute the agreement (Sara Cervantes)

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Kolar to approve Resolution No. R-2024-031. The vote passed 7,0.

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

Tabled until March 7, 2024 City Council meeting.

13. OTHER BUSINESS

DRAFT

13.1 Consideration and possible action on the recommendations for the updated utilities CIP projects resulting from the previous City Council Workshops (Matt Rector)

Tabled until March 7, 2024 City Council meeting.

Item 14.13 was heard at this time.

14.13 Consideration and possible action on the acceptance of the January 2024 financial report (Alberta Barrett)

City Council accepted the report.

13.2 Discussion and action on appropriating $1,814,600 from the Durango PID community benefit fees to CIP projects and/or road maintenance fund (Councilmember Amberley Kolar)

A motion was made by Mayor Snyder and seconded by Councilmember Thornton to direct staff to come up with a plan for $1.8 million towards the Parks Office Community Center and $600,000 in budget savings. The vote failed 3,4 (Thompson, Gordon, Kolar, Clark dissenting).

A motion was made by Councilmember Clark and seconded by Councilmember Thompson table this item until the March 21 City Council meeting until staff can return with a shortfall gap for the road repair and fund balance. The vote passed 7,0.

13.3 Consideration and possible action on development a City game room ordinance (Mayor Mike Snyder)

Tabled until March 7, 2024 City Council meeting.

13.4 Discussion and possible action on Council and City Manager expense reimbursements (Mayor Mike Snyder)

Tabled until March 7, 2024 City Council meeting.

13.5 Consideration and possible action on releasing to the public the January 30, 2024, legal memo relating to Guidance on Use of Official Titles by Elected City Officials (Mayor Mike Snyder)

A motion was made by Mayor Snyder and seconded by Councilmember Kolar to approve the release of the legal memo. The vote passed 7,0.

DRAFT

City staff requested item 14.2 be pulled and reconsidered at the March 7 meeting.

14. CONSENT AGENDA ITEMS

14.1 Consideration and possible action on Resolution No. R-2024-040 approving a "piggyback" agreement for the purchase of Hot-Mix Asphalt with Asphalt Inc., LLC, D/B/A "Lone Star Paving Company" for a total of $224,000 per year (Rick Coronado)

14.3 Consideration and possible action on Resolution No. R-2024-042 authorizing the City Manager to execute an agreement for network upgrades at the Police Department in the amount of $150,560.02 with Freeit Data Solutions (David Reeves)

14.4 Consideration and possible action approving Resolution No. R-2024-047 authorizing the City Manager to execute a Cost Participation Agreement between the City of Hutto, Texas and Starlight Homes Texas L.L.C in the amount of $103,508 for upsizing waterlines (Matt Rector)

14.5 Consideration and possible action on Resolution No. R-2024-039 authorizing the application of a grant from the Texas Office of the Governor, Criminal Justice Division, Rifle-Resistant Body Armor Grant Program, to provide funding for the Police Department, to purchase forty (40) sets of rifle-resistant body armor for Police Officers, with a total grant value of $107,947.20 (Chief Jeff Yarbrough)

14.6 Consideration and possible action on Resolution No. R-2024-037 authorizing the application of a grant from the Texas Office of the Governor, Criminal Justice Division, Body Worn Camera Grant Program, to provide funding for the Police Department, to purchase forty-three (43) sets of body-worn cameras for Police Officers, with a total grant value of $103,824.20 (Chief Jeff Yarbrough)

14.7 Consideration and possible action on Resolution No. R-2024-038 authorizing the application of a grant from the Texas Office of the Governor, Criminal Justice Division, Bullet-Resistant Shield Grant Program, to provide funding for the Police Department, to purchase six (6) Bullet-resistant shields for Police Officers, with a total grant value of $40,308 (Chief Jeff Yarbrough)

14.8 Consideration and possible action of Resolution No. R-2024-014 authorizing the City Manager to execute an Interlocal Cooperative Purchasing Agreement (ILA) between the City of Hurst, Texas, and the City of Hutto for the purchase of goods and services from vendors bid by either party including present and future contracts for public works projects (Rick Coronado)

14.9 Consideration and possible action on Resolution No. R-2024-043 authorizing the extension of the City depository services contract until September 30, 2024 (Alberta Barrett)

DRAFT

14.10 Consideration and possible action on Resolution No. R-2024-044 approving a joint election agreement and contract for election services between Williamson County Elections Administrator and the City of Hutto; authorizing the City Manager to execute the contract (Legal)

14.11 Consideration and possible action on Resolution No. R-2024-045 approving new voting equipment for election services for the City of Hutto; authorizing the City Manager to lease or rent the equipment (Legal)

14.12 Consideration and possible action on Resolution No. R-2024-046 ordering the May 4, 2024 General Election (Legal)

14.14 Consideration and possible action on approving the February 1, 2024 City Council Work Session and City Council, and Special Called Work Session February 3 meeting minutes (Angela Lewis)

14.15 Consideration and possible action on Ordinance No. O-2024-005 adopting the Hutto Schedule of Fees and Charges for Fiscal Year 2023/2024, by adding a Water Reservation Fee and consolidating fees and establishing costs and fees charged by the City of Hutto (Second Reading) (Jeff White, Matt Rector, David Amsler)

A motion was made by Councilmember Thompson and seconded by Councilmember Clark to approve Consent Agenda Item Nos. 14.1, 14.3, 14.4, 14.5, 14.6, 14.7, 14.8, 14.9, 14.10, 14.11, 14.12, 14.14, and 14.15 as presented. The vote passed 7,0.

11.3 Consideration and possible action on proposed Charter Amendments and adopt Ordinance No. O-2024-012 ordering a Special Election for May 4, 2024, to amend the Home Rule Charter of the City of Hutto, Texas; designate the propositions and manner of holding such election; and provide for the posting and publication of notice (Legal)

After discussion of amendments with the City Attorney, a motion was made by Councilmember Thompson and seconded by Councilmember Clark to approve Ordinance No. O-2024-012 for the Charter Amendments. The vote passed 7,0.

15. EXECUTIVE SESSION – *There was no Executive Session.*

16. ACTION RELATIVE TO EXECUTIVE SESSION – *None*

17. CITY COUNCIL COMMENTS

17.1 General Comments from City Council - None

DRAFT

17.2 Future Agenda Items

Councilmember Thornton – Contracts policy, Williamson County presentation on how they inspect various businesses, food trucks, restaurants, etc.

Mayor Snyder – Clean Air Coalition contract, child care update, Phase one of Fritz Park, updating bidding procedures, Gin Building fees

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

18. ADJOURNMENT – *February 16th, 2024 at 12:06AM*

ATTEST:

_____
Mike Snyder, Mayor

_____
Angela Lewis, City Secretary

DRAFT

AGENDA ITEM REPORT
13.13.

To:	City Council
Subject:	Consider possible action on Ordinance No. O-2024-009 to amend the Code of Ordinances (2020 edition, as amended), Chapter 3, Land Use Standards of the City of Hutto by amending Chapter 2, Administration, by amending 10.203 Development Review Process, amending Chapter 3 Land Use Standards, Section 10.304.9 Temporary Uses, and amending Section 10.310.5, Mobile Food Vendor (Second Reading) (Ashley Bailey)
Meeting:	Thursday, March 7, 2024
Department:	Development Services /
Staff Contact:	Ashley Bailey

BACKGROUND INFORMATION:

City Council held a workshop in December 2023 to discuss mobile food vendor operating hours and the approval process. The Unified Development Code (UDC) was amended in 2018 to include mobile food vendors/food trucks as a use that not previously contemplated in the UDC. At that time, the hours of operation as adopted for mobile street vendors in the City Code of Ordinances was copied to the UDC.

In response to the discussion and direction provided at the City Council workshop in December 2023, the following changes are proposed and shown in the attached exhibit:

1. Updating the mobile food vendor section to help further define the use so that applicants will be able to easily discern which ordinance applies to their proposed use.
2. Hours of operation have been removed to mirror business hours for other eating establishments within the UDC.
3. The use chart is updated to reflect the conditional approval of food trucks within non-residential districts.
4. The approval process is amended to allow staff to administratively approve mobile food vendors with an appeal allowed to the Planning and Zoning Commission should a permit be denied and the applicant would like to appeal.
5. Setting a minimum level of information staff needs to review the proposal and impact to the subject lot as well as the surrounding properties.

SUMMARY OF REQUEST:

When the UDC was written in 2011, food trucks were not covered in the ordinance and thus, not fully allowed as a use other than requesting compliance with the mobile street vendor ordinance in the City Code of Ordinances and enforced by the Police Department. There are nuances to the adopted codes regarding “mobile food vendors” (UDC) and “mobile street vendors” (City Code of Ordinances). The main distinction between 'mobile food vendors' and 'mobile street vendors' as

defined in the two adopted codes, is that the first serves from a private lot and remains mostly stationary during their operating hours, the second serves from the right-of-way and is in movement for the majority of the operating hours.

To expand on this, “mobile food vendors” as governed by the UDC are the trucks that are in place and essentially stationary on a piece of property for a number of days/weeks/months at a time. These uses require regulations because they are quasi-temporary uses which can create concerns within the built environment (restroom access, trash/waste disposal, parking, etc). Currently, the food trucks and food truck lots are able to operate without meeting the minimum code requirements brick and mortar commercial development must meet - such as site lighting, dumpster enclosures, restrooms, improved parking, landscaping, and permanent access to electricity, water, and wastewater in compliance to the adopted development standards. Requiring minimum level standards by showing proposed or existing improvements on a site plan, showing how compliance is attained, and showing proof of compliance with other agencies is needed to ensure compatibility with adjacent uses and hold all food establishments to the same rules.

This ordinance amendment does not affect farmer’s markets, itinerant vendors (roadside vendors and/or door to door sales/soliciting), or the “mobile street vendors” (trucks that drive around and stop in the roadway to serve) as defined in the City Code of Ordinances.

STAFF REVIEW:

The Planning and Zoning Commission recommended approval 6-0 (one Commissioner absent) with the addition of "property owner designee" to the langauge. The attached exhibit reflects the change.

FISCAL NOTES:

Not applicable with this item.

ATTACHMENTS:

1. O-2024- Mobile Food Vendor with updates

ORDINANCE NO. O-2024-009

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE CODE OF ORDINANCES (2020 EDITION, AS AMENDED), CHAPTER 2, ADMINISTRATION, BY AMENDING SECTION 10.203 DEVELOPMENT REVIEW PROCESS, AMENDING CHAPTER 3 LAND USE STANDARDS, SECTION 10.304.9 TEMPORARY USES, AND AMENDING SECTION 10.310.5, MOBILE FOOD VENDOR; EFFECTIVE DATE AND EXPIRATION, REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS, AND ESTABLISH AN

WHEREAS, an amendment has been presented to the City Council of the City of Hutto, Texas to amend the Code of Ordinances (2020 Edition), Chapter 16, Article 16.02 Unified Development Code (UDC), incorporating amendments into Chapter 2, Section 10.203, Chapter 3, Section 10.304.9 and 10.310.5, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 5th day of February , 2024, and;

WHEREAS, on the 15th day of February, 2024, after proper notification, the City Council held a public hearing on the proposed amendment, and;

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

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

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

SECTION I.

That the Code of Ordinances (2020 Edition), Chapter 16, Article 16.02 Hutto UnifiedDevelopment Code (UDC), Chapter 2, Section 10.203, Chapter 3, Section 10.304.9 and 10.310.5 is hereby amended to include the changes described in Exhibit "A" attached hereto and incorporated herein.

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

Government Code, as amended.

SECTION VI. Effective Date

This ordinance shall take effect and be in force from and after its passage with the addition that any existing food trucks shall have 90 days from the date of adoption to come into compliance with a one time extension of an additional 90 day extension to come into compliance.

READ and APPROVED on first reading on this the 15th day of February, 2024 at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and ADOPTED on second reading of ordinance this 7th day of March, 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

10.304.8 Institutional and civic uses

Institutional and civic 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
Amenity center	C	C	C	C	C	C	C	-	-	C	C	C	C	C	P	-	-	P	P	P	P
Aquatic facility	P	P	P	P	P	C	P	P	P	P	P	P	P	P	S	-	-	-	-	S	P
Athletic facility	S	S	S	S	S	C	P	P	P	P	S	S	S	S	S	-	-	-	-	-	P
Cemetery	S	S	-	-	-	-	-	-	-	S	-	-	-	-	-	-	-	-	-	-	-
Community facility	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	-	-	P	P	P	P
Golf course	S	S	S	S	S	-	-	-	-	S	-	S	-	-	-	-	-	-	-	-	-
Hospital	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	S
Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Park and ride lot (as principal use)	-	-	-	-	-	S	S	S	-	-	-	-	-	-	-	-	-	-	-	-	S
Place of worship or assembly	C	C	C	C	C	P	P	C	C	C	P	P	P	P	P	P	P	P	P	P	P
Public utility substation	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
School: no more than 5 students	-	P	P	P	P	P	P	-	-	-	-	-	-	P	P	-	-	P	P	P	P
School: at least 6 students	-	S	S	S	S	S	S	-	-	-	-	-	S	S	P	-	-	S	S	P	P

10.304.9 Temporary uses

Temporary 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
Construction equipment storage lot	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Construction field office	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Garage sale	P	P	P	P	P	-	-	-	-	-	-	P	P	P	-	P	P	P	-	-	-
Mobile Food Vendor						~~P~~C	~~P~~ C	~~P~~ C	~~P~~C	~~P~~ C	~~P~~C	~~P~~C	~~P~~C	~~P~~C	~~P~~ C	~~C~~ -	~~C~~ -	C	C	C	~~P~~ C
Model home / lot sales	P	P	P	P	P	-	-	-	-	-	-	P	P	P	-	P	P	P	-	-	-
Portable storage container	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Temporary building	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S

10.304.10 Accessory uses

Accessory uses and structures are intended to allow property owners the full use of their property while maintaining the character of the surrounding area. Accessory uses and structures must be built and used only for purposes that are secondary and normal to the principal use of the property and must be placed on the same lot with the principal use.

- Field offices cannot have sleeping and/or cooking facilities.
- Field office sites must be maintained in a neat, orderly fashion.
- Field office structures must meet setback standards in the underlying zoning district.
- Field office sites must be reclaimed as close to their original condition as possible in 30 days after construction is complete, or a certificate of occupancy for the associated project is complete.

10.310.4 Garage sale

10.310.4.1 Definition
Garage sale: casual sale of used or secondhand items of personal property at a dwelling unit. The term also includes "yard sales," "tag sales," "porch sales," "lawn sales," "rummage sales," "estate sales" or similar sales of tangible personal property at a dwelling unit.

10.310.4.2 Permitted locations and duration
- Garage sales are permitted by right on the site of occupied dwelling units in conventional zoning districts.
- Garage sales are permitted by right in the T-2, T-3, T-4, OT-3, OT-4R, and OT-4T transect zones.
- Garage sales may be up to three days long. A garage sale at an individual dwelling unit may only be held two times per year at the dwelling unit.
- Garage sales held by a block club, neighborhood organization, homeowners association or similar group may be held twice in a calendar year.

10.310.4.3 Conditions
Garage sales cannot create a disturbance or become a nuisance in the surrounding area.

10.310.5 Mobile Food Vendors

10.310.5.1 Definitions
Mobile Food Vendors: a vendor who operates, prepares, or sells food for human consumption from a cart, trailer or kitchen mounted on a chassis, with an engine for propulsion, or that remains connected to a vehicle with an engine for propulsion or disconnected from an engine for propulsion This section applies to the mobile food vendors that prepare and serve food from a private lot and remain generally stationary for a minimum of two hours on a private lot.

10.310.5.2 Permitted Locations
- Mobile food vendors are permitted by right with conditions in in the B-1, B-2, LI, I, REC, T-1, T-2, T-3, T-4, T-5, SD-A, OT-5H, OT-5C districts.
- ~~Mobile food vendors are permitted by right in the T-1, T-2, T-3, T-4, T-5 and SD-A transect zones.~~
- ~~Mobile food vendors are permitted by right with conditions in the OT-3, OT-4R, OT-5H and OT-5C transect zones.~~

10.310.5.3 Conditions
- A mobile food vendor shall have proof of current inspections from the Fire Marshal and Williamson County and Cities Health District (WCCHD).
- Proof of valid registration from Texas Department of Motor Vehicles for the mobile food vendor unit.
- ~~A person shall only vend when the vehicle is lawfully stopped.~~
- ~~A person shall only vend from the side of the vehicle away from moving traffic.~~
- ~~A person shall not vend to a person standing in the roadway.~~
- ~~A person shall not stop on the left side of a one-way street.~~
- ~~A person shall not stop in a congested area where vending might impede or inconvenience the~~

public.

- A person shall not vend in a street adjacent to a public school.
- A person shall not stop the vehicle for purposes of vending within one hundred (100) feet of a street intersection.
- No mobile street vendor shall be in operation, doing business, or going from place to place before 7:00 a.m., or after 8:00 p.m., unless authorized during a special event.
  - By means of an outcry, sound, speaker, or amplifier, or any instrument or device which can be heard from a distance greater than 300 feet;
  - In any manner that distracts drivers, such as displaying fluttering, undulating, rotating, spinning or waving devices, whether or not such devices are for sale;
  - Within 1,000 feet of a hospital, college, elementary school, middle school or high school;
  - Inside the boundaries of the historic overlay district without minor modification approval by the Planning and Zoning Commission;
  - In such a way that pedestrian or motor vehicle traffic is obstructed;
  - In such a way that obstructs traffic signals or regulatory signs;
  - Having signage that is not in compliance with section 10.410 of the UDC;
  - In such a place or in a way as would restrict or interfere with the ingress or egress of the abutting property owner or tenant, create a nuisance, increase traffic congestion or delay, constitute a hazard to traffic, life or property, or obstruct adequate access to city vehicles, including emergency and sanitation vehicles.
- Any mobile food vendor that wishes to locate within the historic overlay districtlocate and remain stationary on a private lot within a permitted zoning district shall require a minor modification approval by the Planning and Zoning CommissionDevelopment Services Department. Approvals shall be valid for one year and are site-specific.
  - If a mobile food vendor is stationary for the majority of their business hours, preparing and serving food from the mobile food unit, not serving from or within the right-of-way, and located on a private lot, the mobile food vendor must provide a notarized agreement between the property owner the property owner's designee and the vendor stating the vendor, employees, and customers have permission to occupy the area and have access to public restrooms during all hours of operation.
  - A mobile food vendor shall provide a scaled site plan showing the proposed food truck location in relation to the lot boundary, distance from other food trucks (if applicable), and any site amenities (seating, landscaping, improved parking area, etc).
  - The mobile food vendor shall show proof of contract for wastewater removal with a vendor approved by Texas Commission on Environmental Quality (TCEQ) to dispose of all wastewater from the mobile unit if there is no approved wastewater connection and grease trap on site. All mobile food vendors are required to comply with Hutto's Illicit Discharge Ordinance (City Code of Ordinances 24.08.002).
  - The mobile food vendor shall show proof of contract for waste grease recycling and/or removal. All mobile food vendors are required to comply with Hutto's Illicit Discharge Ordinance (City Code of Ordinances 24.08.002).
- This section does not apply to special events and small market events. Motor vehicles in the designated vendor zone that sell food items shall be designed and intended for vending. Ordinary vehicles, vans, and pick-up trucks shall not be permitted for food vending operations. The International Property Maintenance Code, federal, state and county codes, and all other applicable codes and ordinances adopted by the city shall apply to the designated vendor zone regarding structures and properties.

Formatted

Formatted

Formatted: List Paragraph, Left, No bullets or numbering

10.310.6 Model home

10.310.6.1 Definition

Model home: dwelling built and used by a builder to show construction quality, floor plans, styles, and amenities that are available in other new homes or lots in the development they are located. A model

AGENDA ITEM REPORT
13.14.

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2024-010 approving budget amendments for the Hutto Economic Development Corporation (HEDC) as approved at their Board Meeting on January 29, 2024 (Second Reading) (Alberta Barrett)
Meeting:	Thursday, March 7, 2024
Department:	Economic Development /
Staff Contact:	Alberta Barrett

BACKGROUND INFORMATION:

At their Board Meeting on January 29, 2024 the Hutto Economic Development Corporation approved a budget amendment to incorporate the Spine Road Construction Project as a net zero expense, a reclass of the interest payments on the Alliance Bank loan to separate them from Bond interest, an increase in Principal Payments for the Alliance Bank Loan to correlate with expected land sales, an increase for the HEDC Table at the Hutto Chamber Gala, and a decrease in the Incentive Payments to reflect a land sale change that included an incentive. HEDC Board unanimously approved the budget amendment and recommendation to City Council for approval.

SUMMARY OF REQUEST:

Staff requests approval as presented.

STAFF REVIEW:

Finance and EDC staff have reviewed the proposed amendments and recommend approval.

FISCAL NOTES:

The EDC originally adopted a budget with a surplus of $9,431,196. The significant surplus was due to having budgeted land sales and no corresponding loan principal payments. The current amendment has a net effect of ($9,923,439). This will cause a use of fund balance of $492,243 for FY 2024.

The EDC's fund balance as of 9/30/2023 was $5,543,103, which is sufficient to cover the current year's budgeted deficit. The deficit for the current fiscal year is consistent with a cash flow model utilized by the HEDC and previously presented to City Council.

ATTACHMENTS:

1. HEDC Budget Amendment O-2024-010

AGENDA ITEM REPORT
13.14.

ORDINANCE NO. O-2024-010

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING THE APPROPRIATIONS FOR THE SUPPORT OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE B, DBA COMMUNITY DEVELOPMENT CORPORATION, FOR THE FISCAL YEAR OF OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, OPEN MEETING CLAUSE, AND EFFECTIVE DATE.

WHEREAS, the Hutto Economic Development Corporation budget for the fiscal year October 1, 2023, through September 30, 2024, was duly presented to the City Council.

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 Hutto Economic Development Corporation, 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 Hutto Economic Development Corporation 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 15th day of February 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

Budget Amendments

1/8/2024

Economic Development Corporation

Division		Original Budget	Proposed Budget Amendment	Revised Budget
Alliance Bank Loan Reclassification				
35-500-008-6807	Loan Interest Payment	-	525,063	525,063
35-500-008-6807	Debt Interest Payment	871,771	(525,063)	346,708
To separate Alliance Bank loan interest payments into separate account from bond interest				
City Funding Agreement and Krueger Blvd Construction Project				
35-5925	Contribution from City	-	13,612,000	13,612,000
35-500-008-6650	Capital Outlay	-	13,612,000	13,612,000
To record estimated expenditures associated with Krueger Blvd construction and the corresponding contribution from City This amendment has a net effect of zero on the EDC's budget				
Principal Payments for Land Sales				
35-500-008-6806	Loan Principal Payment	-	10,518,126	10,518,126
Land sales in the adopted budget did not include corresponding loan principal payments				
Table at Chamber Gala				
35-500-008-6558	Sponsorships/Community Outreach	50,000	1,250	51,250
To adjust budget for Chamber Gala table expenditure				
Performance Grants				
35-500-008-6556	Performance Grants	1,495,937	(595,937)	900,000
To adjust budget for incentive payment for Project Primero				

AGENDA ITEM REPORT
13.15.

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2024-011 authorizing a budget amendment in the amount of $41,000 for the FM 3349 Bridge Beautification Project (Second Reading) (Alberta Barrett)
Meeting:	Thursday, March 7, 2024
Department:	Finance /
Staff Contact:	

BACKGROUND INFORMATION:

Per City Council direction at the February 1, 2024 meeting, staff is requesting this budget amendment to 42-040-060-6709 to allow the City to spend $41,000 for the FM 3349 Bridge Beautification Project.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

This project was not included in FY 2023-2024 Budget but due to actual investment earnings being higher than budgeted it is possible to fund this project as follows:

Transportation Improvement Fund (42)
Account Number:42-040-060-6709 (expense)
Account Name: Transportation Improvement CIP Expenses
Amount Budgeted: $2,553,100
Amount Requested: $41,000
Amount Budgeted after Proposed Amendment: $2,594,100

This expense is offset with the increased revenues below:
Transportation Improvement Fund (42)
Account Number: 42-5041 (revenue)
Account Name: Interest Earned
Budgeted Amount $15,000
YTD Earnings: $57,550
Excess Revenues: $42,550

AGENDA ITEM REPORT
13.15.

ATTACHMENTS:

1. 20240207 Hutto_ORD-Budget Amend Bridge Beautif Project O-2024-011

ORDINANCE NO. O-2024-011

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, pursuant to Section 8.07(a) of the City of Hutto Home Rule Charter, after adoption of the budget, if the City Manager certifies that there are revenues available for appropriation in excess of those estimated in the budget, the City Council may by ordinance make supplemental appropriations for the year up the amount of such excess; and

WHEREAS, pursuant to Section 8.07(b) of the City of Hutto Home Rule Charter, after adoption of the budget, the City Council may by ordinance make emergency appropriations to meet a public emergency affecting life, health, property, or the public peace, or to avoid a material cost or public expense; and

WHEREAS, pursuant to Section 8.07(d) of the City of Hutto Home Rule Charter, after adoption of the budget, the City Council may by ordinance transfer part or all of the unencumbered appropriation balance from one department or major organizational unit to the appropriations for other departments or major organizational units; and

WHEREAS, pursuant to Section 8.07(d) of the Charter, the City Manager may transfer part or all of any unencumbered appropriation balances among programs within a department or organizational unit and shall report such transfers to the City Council no later than the next regular City Council meeting; and

WHEREAS, Exhibit A shows the proposed budget amendments as follows: cost of the Bridge Beautification Project.

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 15th day of February 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
Budget Amendment
2/15/2024

Transportation Improvement (Fund 42)

Division	Original Budget	Proposed Budget Amendment	Revised Budget
Revenue			
42-5041 Interest Income	15,000	42,550	57,550
Expenditures			
42-040-060-6709 Transportation Improvement CIP Expenses	2,553,100	41,000	2,594,100
To adjust interest income budget to actuals as of 12/31/2023, and increase budgeted expenditures for the FM 3349 Beautification Project			

AGENDA ITEM REPORT
13.16.

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2024-013 amending Hutto Code of Ordinances, Chapter 4 Animals, Article 4.09.002 Cats to provide for Trap, Neuter and Release (Second Reading) (Chief Jeffrey Yarbrough)
Meeting:	Thursday, March 7, 2024
Department:	Police Department /
Staff Contact:	

BACKGROUND INFORMATION:

The new HB 3660 law was discussed, lobbied for, and passed specifically with stray cats in mind, though the finalized law language is broader and refers to “non livestock animals”. The proposed ordinance changes are in accordance with the law’s intent—only applying it to cats.

SUMMARY OF REQUEST:

In response to the newly enacted Texas state law, HB 3660, which addresses concerns regarding non-livestock animals with a specific focus on stray cats, The proposal seeks to update our existing ordinances. While the law's language encompasses a broader spectrum of non-livestock animals, including but not limited to cats, the proposed ordinance changes are aligned with the legislative intent, strictly applying the provisions to address issues related to stray cats. The update is essential to ensure compliance with state regulations while effectively addressing local concerns about feral and stray cat populations.

STAFF REVIEW:

The proposed ordinance is in response to new Texas state law, HB 3660. The city legal services reviewed and provided the new ordinance proposed language.
The new proposed ordinance is attached.

FISCAL NOTES:

No known fiscal impact.

ATTACHMENTS:

1. TNR Animal Ordinance (2-7-2024 mls).v2.mvc O-2024-013

ORDINANCE NO. O-2024-013

AMENDING ANIMAL CODE

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING THE HUTTO CODE OF ORDINANCES, ARTICLE 4.09 OF CHAPTER 4 REGARDING THE RESTRAINT AND CONFINEMENT OF CATS TO ESTABLISH A "TRAP-NEUTER-RETURN PROGRAM" IN ACCORDANCE WITH H.B. NO. 3660; ESTABLISHING AFFIRMATIVE DEFENSES TO PROSECUTION; PROVIDING A SEVERABILITY CLAUSE; REPEALING CONFLICTING ORIDNANCES OR RESOLUTIONS; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutto, Texas has authority pertaining to the disposition and regulation of animals under Title 10, Chapter 821 through 829, et. seq., of the Texas Health and Safety Code; and

WHEREAS, on June 10, 2023, the State Legislature passed H.B. No. 3660 amending the Penal Code and relating to prosecution for the offense of cruelty to non-livestock animals under certain circumstances, more specifically a nonlethal population control practice of cats through a Trap-Neuter-Release ("TNR") system; and

WHEREAS, the City Council finds that it is in the best interest of the health, safety, and general welfare of the City of Hutto, Texas, to amend the animal code in accordance with State law; 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 struct compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

SECTION 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. The rules, regulations, terms, conditions, provisions, and requirements of this Ordinance are hereby found to be reasonable and necessary to protect the public health, safety, and quality of life in the City of Hutto.

SECTION 3. The City of Hutto Code of Ordinances, Chapter 4 Animals, Article 4.09.002 Cats is hereby amended as follows:

CITY OF HUTTO
CODE OF ORDINANCES

CHAPTER 4 ANIMALS

ARTICLE 4.09 RESTRAINT AND CONFINEMENT

SECTION 4.09.002 CATS

Although cats shall be exempt from any leash requirements, it shall be unlawful for any owner of a cat to allow said cat to stray onto the property of anyone except the owner. Any cat found straying onto the property of anyone except the owner shall be deemed a public nuisance and shall be subject to impoundment. It shall be an affirmative defense to prosecution under this section that any such person may show that they released or returned a stray or feral cat pursuant to a Trap-Neuter-Return Program. It shall also be an affirmative defense to prosecution under this section that the actor released or returned a previously trapped wild living creature in accordance with Texas wildlife laws and regulations.

Under this section following a "Trap-Neuter-Return" means that the cat is:

A. Trapped;
B. Evaluated by a veterinarian;
C. If unvaccinated, vaccinated by a veterinarian;
D. If unsterilized, sterilized by a veterinarian;
E. Marked by a veterinarian, whether by notching or tipping one ear or otherwise; and
F. Returned to the trap location.

"Veterinarian" under this section shall have the same meaning as set forth in Section 801.002 of the Occupations Code.

SECTION 4. 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 5. 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 6. 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 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. <u>Proper Notice & Meeting.</u> It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ and **APPROVED** on the first reading this the _____ day of **February, 2024.**

READ and **APPROVED** on second reading this the _____ day of **February, 2024.**

THE CITY OF HUTTO, TEXAS

By:_____

Mike Snyder, Mayor

ATTEST:

By:_____

Angela Lewis, City Secretary

AGENDA ITEM REPORT
13.17.

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2024-014 amending of Hutto Code of Ordinances, Chapter 22, Article 22.04.001-22.04.010 and Articles 22.04.011 and Articles 22.04.012 to provide for amending the definition of vehicles to include All Terrain Vehicle, Trailer and to amend Parking, Stopping and Standing provisions related to such vehicles (Second Reading) (Chief Jeffrey Yarbrough)
Meeting:	Thursday, March 7, 2024
Department:	Police Department /
Staff Contact:	Jeff Yarbrough

BACKGROUND INFORMATION:

Since the attached parking ordinance was put into place, the city of Hutto and residential developers have installed “No Parking” signs throughout the city that are not listed in the current ordinance. The Hutto Police Department is not taking enforcement action on those signs or in areas not listed. To encompass all the current and future “No Parking signs,” proposed language in Section. 22.04.042, “No parking zones” is:
“The City may install, remove, or adopt as part of development No Parking signs as deemed necessary, provided the regulatory signs follow the Texas Manual on Uniform Traffic Control Devices, shall be considered lawful and enforceable.”
Other new provisions include language regulations on angled parking, special event parking, fire lane, handicap parking, heavy truck parking as well as updated definitions.

SUMMARY OF REQUEST:

STAFF REVIEW:

The changes to the parking ordinance were developed in consultation with Ashley Bailey, Rick Coronado, Jeff White, Kristi Barnes, Taylor Arrington and both of our Lieutenants.

FISCAL NOTES:

No known fiscal impact.

ATTACHMENTS:

1. ARTICLE 22.04 PARKING STOPPING AND STANDING (2-7-2024 mls).v2.mvc O-2024-014

AGENDA ITEM REPORT
13.17.

2. Ordinance O-13-03-07-11A1-Amending Sec 12.03.042 of the Code - No Parking Zones East Street and Riverwalk Drive

ORDINANCE NO. O-2024-014

AMENDING PARKING REGULATIONS

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING THE HUTTO CODE OF ORDINANCES, ARTICLE 22.04 OF CHAPTER 22 REGARDING REGULATIONS FOR PARKING, STOPPING, AND STANDING; AMENDING DEFINITIONS OF VEHICLES; AMENDING REMOVAL OF VEHICLES; ESTABLISHING PARKING IN MARKED SPACES; ESTABLISHING SPECIAL EVENT PARKING; STRIKING APPENDIX A OF NO PARKING ZONES BY STREET NAMES; PROVIDING A SEVERABILITY CLAUSE; REPEALING CONFLICTING ORIDNANCES OR RESOLUTIONS; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutto, Texas has authority under law to regulate public streets, including the parking, stopping, and standing of vehicles within the City, pursuant to Texas Transportation Code Chapters 311, 542, and 545, as well as Texas Local Government Code Chapter 601 and other law; and

WHEREAS, the City Council finds that there is a public need to maintain clear roadways for emergency vehicle access and to maintain order during special events; and

WHEREAS, the City Council finds that it is in the best interest of the health, safety, and general welfare of the City of Hutto, Texas, to amend the parking regulations; 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 struct compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

SECTION 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. The rules, regulations, terms, conditions, provisions, and requirements of this Ordinance are hereby found to be reasonable and necessary to protect the public health, safety, and quality of life in the City of Hutto.

SECTION 3. The City of Hutto Code of Ordinances, Chapter 22, Article 22.04.001-22.04.010 is hereby amended, Articles 22.04.011 and Articles 22.04.012 are hereby enacted, and Appendix A is struck to provide as follows:

CITY OF HUTTO
CODE OF ORDINANCES

CHAPTER 22 TRAFFIC AND VEHICLES

DRAFT

ARTICLE 22.04 PARKING, STOPPING AND STANDING*

Sec. 22.04.001 Scope and purpose

The purpose of these regulations is to promote the public health, safety and general welfare of the city's residents and motorists. These regulations are designed to promote safe access to city streets, to reduce road accidents, to protect public investment in streets, to establish a safe and reasonable balance between street access and traffic mobility, and to assure safe and convenient access to and circulation of emergency and service vehicles within developments. Further, it establishes minimum design standards for access and parking lots and minimum requirements for off-street parking.

Sec. 22.04.002 Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) All-terrain vehicle or side by side. A motor vehicle that is equipped with a saddle or seat for the use of the rider or riders and passengers, designed to propel itself with three or more tires or tracks in contact with the ground, designed by the manufacturer for off-highway use by the operator only, and not designed by the manufacturer for farming or lawn care.

(2) Boat. A vessel designed to float or travel on water. ~~not more than 30 feet in length, measured from end to end over the deck, excluding sheer, and manufactured or used primarily for noncommercial use.~~

(3) Boat trailer. A trailer or semitrailer which is designed and constructed to carry a sailboat, motorboat or other vessel designed to float or travel on water. ~~used upon any body of water.~~

(4) Dirt bike. A bicycle having a motor attached so as to be self-propelled, designed to travel on not more than three wheels, designed for off-road use.

(5) Dune buggy. A small, light, one-horse carriage usually having four wheels in the United States and two wheels [sic]; also, a passenger or recreational vehicle, usually with oversized tires, designed for off-road use.

(6) Haul trailer. A large transport conveyance designed for moving, storing, or transporting.

(7) Heavy truck. For purposes of this article, "heavy truck" means any truck, truck tractor or tractor-trailer combination that has dual or single wheels or tandem rear axles and which has a gross vehicle weight (GVW) of 12,000 pounds. The term does not include a passenger car used to deliver the United States mail, as stated under the Uniform Act Regulating Traffic on Highways, V.T.C.A., Transportation Code, section 501.002.

DRAFT

(8) House trailer. A trailer, tractor trailer or semitrailer which is designed, constructed and equipped as a dwelling place, living abode or sleeping place (either permanently or temporarily) and is equipped for use as a conveyance on streets and highways, and shall include those vehicles commonly known as recreational vehicles.

(11) Motor Vehicle.

(a) Any motor driven, or propelled vehicle required to be registered under the laws of this state.

(b) A trailer or semitrailer, other than manufactured housing. ~~that has a gross vehicle weight that exceeds 4,000 pounds;~~

(c) A house trailer.

(d) A four-wheel all-terrain vehicle designed by the manufacturer for off-highway use that is not required to be registered under the laws of this state; or

(e) A motorcycle, motor-driven cycle, or moped that is not required to be registered under the laws of this state, other than a motorcycle, motor-driven cycle, or moped designed for and used exclusively on a golf course, under the Uniform Act Regulating Traffic on Highways, V.T.C.A., Transportation Code, section 501.002.

(12) Motorcycle. A bicycle having a motor attached so as to be self-propelled, designed to travel on not more than three wheels.

(13) Motorized Recreational vehicle. A motor home built on a truck or bus chassis or a van chassis. All these vehicles are powered by internal combustion engines that run on gasoline, diesel, batteries, or other fuel.

(14) Non-motorized recreational vehicle. A conventional travel trailer or a fifth wheel trailer utilized for recreational purposes and designed to be towed by a motor vehicle.

(15) Trailer and Tractor trailer. Every vehicle with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle.

(16). Right-of-way. Property that is publicly owned or upon which a governmental entity has an express or implied property interest held for a public purpose. Examples of such public purpose include, by way of example and not limitation highways, streets, sidewalks, drainage facilities, sewerage and water facilities.

(17) Historic ~~overlay~~ district. The area inside of the 1911 incorporated boundaries of the city including the ~~city~~ co-op ~~propert~~y district.

DRAFT

(19) Loading and unloading. The continuous movement of goods to and from the vehicle not to exceed 2 hours in a 12-hour period.

(20) "Sidewalk" means the portion of a street that is:

(A) between a curb or lateral line of a roadway and the adjacent property line; and

(B) intended for pedestrian use and;

(C) includes any portion of a driveway in the public easement, right of way, or walking path.

(21) City. Incorporated city limits of Hutto, Texas.

Sec. 22.04.003 Penalty

Any person, firm or corporation violating any provision of this article shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined in accordance with the general penalty section 1.01.009 of this code. Every violation ~~and~~ or every calendar day that the violation continues shall constitute a separate offense.

Sec. 22.04.004 Miscellaneous restrictions

(a) Parking certain vehicles for longer than four hours. Any vehicle such as a trailer, haul trailer, house trailer, recreational vehicle, trailer,-tractor trailer, semitrailer, boat trailer, all-terrain vehicle or dirt bike, or boat trailer parked upon a public street for more than four (4) consecutive hours in any 24-hour period is hereby declared to be an obstruction in the public right of way.

(b) Parking near cluster mailbox unit. Any vehicle may not park within fifteen (15) feet of a cluster mailbox unit.

(c) Removal of vehicles. A peace officer may request the removal, at the owner's expense, of any motor vehicle in violation of this article.

(d) Stop, stand, or park on a sidewalk.

Sec. 22.04.005 Parking in alleys

No person shall park, stop, or leave a vehicle unattended within an alley, except during the immediate process of loading and unloading or service vehicles performing maintenance, excluding the authorized vehicles in section 22.04.006 (b).

Sec. 22.04.006 Parking heavy trucks in residential areas

DRAFT

(a) Heavy trucks shall not be parked ~~on any street~~ in any residential, historic, or mixed-use district except during the process of loading and unloading or service vehicles performing maintenance, excluding the authorized vehicles in subsection (b).

(b) Subsection (a) excludes the following authorized vehicles:

(1) Maintenance vehicles and trailers owned and/or operated by or on behalf of the city or any public utility or government entity.

(2) Authorized emergency vehicles, as defined in Texas Transportation Code section 541.201, or any amendments thereto, provided such vehicle is conclusively identified.

(3) School buses and/or commercial buses actually engaged in the receiving or discharging of passengers.

(4) ~~Recreation vehicles and/or recreational trailers for a period of not more than forty-eight (48) consecutive hours and not more than fifteen (15) cumulative days in any one year.~~

(5) Motor vehicles and/or trailers at or on an active jobsite. The active jobsite must not be blocking the roadway.

Sec. 22.04.007 Parking for certain purposes prohibited.

No person shall park a vehicle upon any roadway for the purpose of:

(a) Displaying such vehicle for sale.

(b) Repairing such vehicle, except repairs necessitated by an emergency.

(c) Parking or storing an inoperable or mechanically dismantled/disabled vehicle.

Sec. 22.04.008 Removal of vehicles from public streets

(a) A vehicle may be removed from any public street to an approved storage yard by a contracted service upon the city's request, under any of the circumstances hereinafter enumerated:

(1) When any vehicle is left unattended upon any bridge, viaduct or causeway, or where such vehicle constitutes an obstruction to traffic.

(2) When any vehicle is illegally parked so as to block the entrance to any private driveway, and it is impracticable to move such vehicle from in front of the driveway to another point on the street.

(3) When any vehicle is found upon a public street and a report has previously been made that such vehicle has been stolen or a complaint has been filed and a warrant thereon issued.

DRAFT

(4) When any such officer has reasonable grounds to believe that any vehicle has been abandoned.

(5) When a vehicle upon a public street is so disabled that its normal operation is impossible or impractical and the person or persons in charge of the vehicle are incapacitated by reason of physical injury or other reason to such an extent as to be unable to provide for its removal or custody or are not in the immediate vicinity of the disabled vehicle.

(6) When an officer arrests any person driving or in control of the vehicle for an alleged offense and such officer is required by law to take the person arrested immediately before a magistrate.

(7) When a vehicle is parked on a public street in an area marked by signs or markings indicating a "no parking zone."

(8) When a vehicle is parked or standing in or on any portion of a public street when the vehicle constitutes a hazard or interferes with a normal function of a governmental agency, or by reason of any catastrophe, emergency or unusual circumstances.

(9) When an inoperable or mechanically dismantled/disabled vehicle is parked on a public street for longer than 72 hours.

(10) When a trailer or tractor trailer is left in the right of way, or public street in violation of this ordinance for longer than 48 hours, after notice has been left and reasonable attempts to contact the owner have been made.

(11) Parking in areas designated by the city as a Special Event or route area as indicated by posted signage. Special Event signage may be permanent or temporary.

(b) Once a vehicle is removed from a public street, the city shall cause to give notice of the removal to the registered owner and all lienholders of record by telephone, in person, or according to the notice provisions of Texas Transportation Code section 683.012. The notice shall indicate the location of the impounded vehicle, the reason for the removal, the means of securing its release, and the fact that the vehicle will be subject to sale at public auction if it is not reclaimed within twenty (20) days of the date notice is given.

(c) An owner or registered lienholder of an impounded vehicle may reclaim the vehicle upon payment of all towing, preservation, and storage charges resulting from the removal of the vehicle, or upon payment of garage keeper's charges, if notice is given under Texas Transportation Code section 683.012.

(d) The owner or lienholder of an impounded vehicle may obtain immediate possession of the vehicle by requesting a hearing and posting an appearance bond in the amount of the charges for the towing, preservation, and storage of the vehicle.

DRAFT

(e) The provisions of this section pertaining to reclaiming an impounded vehicle shall not apply to vehicles impounded for evidentiary purposes for possible criminal prosecution or to vehicles subject to forfeiture under applicable laws.

State law reference–Removal of unlawfully stopped vehicle, V.T.C.A., Transportation Code, sec. 545.305.

Sec. 22.04.009 Parking on unimproved surface; improved surfaces in residential districts

(a) It shall be unlawful for any person or any owner to park, stand, or store or to permit the parking, standing or storing of any vehicle, ATV, recreational vehicle, motor home, boat, boat trailer, farm equipment, motorcycle, trailer, heavy truck, trailer, truck-tractor or any other type of vehicle on unimproved surfaces including front yards and side yards of any residential district.

(b) Improved surfaces for vehicle parking or storage in any residential district shall not exceed 40% of the square footage of the yard areas or 400 square feet. The improved surface area shall include the paved area leading directly to the garage or carport area. Improved surfaces shall be constructed of concrete or asphalt pad or other materials approved by the city prior to installation.

Sec. 22.04.010 Heavy vehicle storage and overnight parking

(a) Restricted. After written notice, it shall be unlawful for the owner or operator of the below-listed vehicles to use outdoor storage or overnight outdoor parking of tractor-trailers, semi-trucks, semitrailers, or other vehicles, having a gross vehicle weight rating of 12,000 pounds or more, in any commercial districts, highway right of way, or undeveloped property. Construction equipment and vehicles having a gross vehicle weight rating of 12,000 pounds or more shall not be stored on lots in residential [districts], commercial districts, highway right of way, or undeveloped land except during the period of permitted construction, while loading/unloading at a commercial business, commercial businesses who operate said described vehicles that are kept on their property, or locations permitted by zoning.

(b) Definitions.

(1) Written notice. Official written police warning to said described vehicles which is left in a conspicuous place for the owner/operator to review. Information from the notice will be entered into the record management system database maintained by the police department.

(2) Undeveloped property. Those areas of land that are located in the city limits, whether located in any commercial, industrial or residential zone, upon which no certificates of occupancy have been issued.

Sec. 22.04.11 Parking in marked spaces

DRAFT

(a) In the City of Hutto or wherever the city has designated the manner in which motor vehicles shall be parked on any public street, by marking parking spaces on such streets, it shall be unlawful to park any motor vehicle or trailer on any such street other than in the manner so designated and entirely within the lines of one such space, except during the process of actively loading and unloading, or service vehicles performing maintenance, and governmental operations.

Secs. 22.04.012 Special Event parking

(a) No person shall stop, stand, or park any vehicle or trailer in any area temporarily designated as No Parking area by the City and marked by signage described below, except by permit issued by the City of Hutto.

(b) Special event or route signage

48 hours prior to a special event and or event route parking, the City shall designate the temporary no parking zones with temporary/removable signs at least 12-inches wide and 18-inches in height with red lettering on a white background and border in red stating "NO PARKING" in large red letters on the top two lines and the words "ANY TIME" in red on the next two lines, with a rectangular white supplemental plaque with a red border and the words "TOW-AWAY ZONE" in red on two lines, with a second rectangular white supplemental plaque with a red border that displays an “EFFECTIVE DATE” in red letters on the bottom two lines each in conformance with the Texas Manual of Uniformed Traffic Control Devices, as it may be amended. The signs shall be placed or mounted conspicuously no less than 30 feet apart.

(c) The City Manager, Chief of Police, or the designated representative shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a street, highway, or part thereof constituting a part of the route or special event. The police department shall have the authority to impound any vehicle at the owner’s expense that obstructs a special event or route during the special event.

(d) Enforcement of this section by law enforcement may not begin until 48 hours after the Special Event signage is posted.

Division 2. No Parking Zones

Sec. 22.04.041 Scope and purpose

The purpose of these regulations is to promote the public health, safety and general welfare of the city’s residents and motorists. These regulations are designed to promote safe access to city streets, to reduce road accidents, to protect public investment in streets, to establish a safe and reasonable balance between street access and traffic mobility, and to assure safe and convenient access to and circulation of emergency and service vehicles within developments. Further, it establishes

minimum design standards for access and parking lots and minimum requirements for off-street parking.

Sec. 22.04.042 No parking zones established.

No person shall stop, stand, or park except temporarily while the motor vehicle is occupied by a driver any motor vehicle in those areas marked with a posted sign or pavement markings or curb markings designated “No parking.”

~~Except as indicated in division 1 of this article, it shall be unlawful for any person to stand or park a vehicle on the following streets or portions of streets: (See Appendix A)~~

The City may install, remove, or adopt as part of development No Parking signs as deemed necessary, provided the regulatory signs follow the Texas Manual on Uniform Traffic Control Devices, shall be considered lawful and enforceable.

Fire Lane Parking

No person shall stop, stand, or park except temporarily while the motor vehicle is occupied by a driver any motor vehicle in those areas marked with a posted sign, pavement markings or curb markings designated "Fire Zone" or “Fire Lane.”

Stopping, standing or parking-Prohibited in places reserved for handicapped.

No person may stop, stand, or park a motor vehicle within any specially designated and marked parking space provided for a physically disabled person, in accordance with this section, whether on public or private property, unless the motor vehicle is transporting a person eligible for distinguishing insignia placard or number plates bearing the international wheelchair symbol, and either:

The motor vehicle displays the distinguishing insignia placard; or

The motor vehicle displays number plates bearing the international wheelchair symbol. Parking spaces subject to this section shall be clearly and conspicuously designated as being reserved for the physically disabled in the following manner:

Each space shall be posted with a permanent sign, located not less than three feet nor more than six feet above the grade. The sign shall bear the internationally accepted wheelchair symbol and shall indicate that the parking space is "reserved" or "reserved parking." Signs conforming to the standards found in the Manual on Uniform Traffic Control Devices, revised edition, published by the United States Department of Transportation, Federal Highway Administration, shall be deemed to be in compliance with this subsection. Signs which substantially comply with the provisions of this subsection, however, shall not be deemed to be insufficient for failure to comply strictly with the manual.

DRAFT

~~Appendix A~~

~~Street~~	~~Side of Street~~	~~From~~	~~To~~
~~Anthony St.~~	~~East side~~	~~U.S. Hwy. 79~~	~~Taylor St.~~
~~Austin Ave.~~	~~South side~~	~~100 block W. Austin Ave.~~	~~S. F.M. 1660~~
~~Brushy St.~~	~~West side~~	~~E. Austin St.~~	~~Evans St.~~
~~Church St.~~	~~West side~~	~~E. Pecan St.~~	~~N. F.M. 1660~~
~~East St.~~	~~East side~~	~~139 ft. north of Farley St.~~	~~Liberty St.~~
~~Evans St.~~	~~North side~~	~~Brushy St.~~	~~S. F.M. 1660~~
~~Farley St.~~	~~North side~~	~~Short St.~~	~~N. F.M. 1660~~
~~Front St.~~	~~North side~~	~~S. F.M. 1660~~	~~Iola St.~~
~~Hague St.~~	~~South side~~	~~Walker St.~~	~~S. F.M. 1660~~
~~Hutto St.~~	~~North side~~	~~Whitfield St.~~	~~N. F.M. 1660~~
~~Jim Cage Ln.~~	~~Both sides~~	~~Front St.~~	~~Austin St.~~
~~Liberty St.~~	~~North side~~	~~Whitfield St.~~	~~East St.~~
~~Live Oak St.~~	~~South side~~	~~West St.~~	~~Park St.~~
~~Mager Ln./C.R. 136~~	~~North side~~	~~N. F.M. 1660~~	~~C.R. 132~~
~~Main St.~~	~~East side~~	~~W. Live Oak St.~~	~~W. U.S. Hwy. 79~~
~~Metcalfe St.~~	~~North side~~	~~Whitfield St.~~	~~Church St.~~
~~Orgain St.~~	~~North side~~	~~Walker St.~~	~~S. F.M. 1660~~
~~Park St.~~	~~West side~~	~~E. Live Oak St.~~	~~E. U.S Hwy. 79~~
~~Pecan St.~~	~~South side~~	~~West St.~~	~~College St.~~
~~Redbud St.~~	~~West side~~	~~Ross St.~~	~~Taylor St.~~
~~Riverwalk Dr.~~	~~South side~~	~~F.M. 685~~	~~1,240 ft. east of F.M. 685~~
~~Ross St.~~	~~North side~~	~~College St.~~	~~Park St.~~
~~Taylor St.~~	~~North side~~	~~N. F.M. 1660~~	~~Park St.~~
~~Walker St.~~	~~Both sides~~	~~Orgain St.~~	~~Hague St.~~
~~West St.~~	~~West side~~	~~Hutto St.~~	~~W. U.S. Hwy. 79~~
~~Kothman Dr.~~	~~South side~~	~~Delia Chappa Ln.~~	~~Carl Stern Dr.~~

SECTION 4. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

DRAFT

SECTION 5. The provisions of this Ordinance are severable, and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, then the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

SECTION 6. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all in accordance with and as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act.

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

CITY OF HUTTO

_____
Mike Snyder, Mayor

ATTEST

_____
Angela Lewis, City Secretary

DRAFT

ORDINANCE NO. O-13-03-07-11A1

AN ORDINANCE AMENDING CHAPTER 12, ARTICLE 12.03, SECTION 12.03.042; CODE OF ORDINANCES OF THE CITY OF HUTTO, TEXAS, BY ADJUSTING THE NO PARKING ZONE IN THE 200 BLOCK OF EAST STREET AND TO CREATE A NO PARKING ZONE ON RIVERWALK DRIVE BETWEEN FM685 AND A POINT 1,240 FEET TO THE EAST; PROVIDING FOR A SEVERABILITY CLAUSE: AND REPEALING CONFLICTING ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT.

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

I.

That the City of Hutto, Texas Code of Ordinances Chapter 12, Section 12.03.042 is hereby amended to read as follows:

Division 2: No Parking Zones

Sec. 12.12.03.041 Scope and Purpose

The purpose of these regulations is to promote the public health, safety and general welfare of the city's residents and motorists. These regulations are designed to promote safe access to city streets, to reduce road accidents, to protect public investment in streets, to establish a safe and reasonable balance between street access and traffic mobility, and to assure safe and convenient access to and circulation of emergency and service vehicles within developments. Further, it establishes minimum design standards for access and parking lots and minimum requirements for off-street parking.

Sec. 12.03.042 Designated "No Parking Zones"

Except as indicated in division 1 of this article, it shall be unlawful for any person to stand or park a vehicle on the following streets or portions of streets:

Street	*Side of Street*	*From*	*To*
Front St.	*North side*	*S. FM 1660*	*Iola St.*
Austin Ave.	*South side*	*100 Block W. Austin Ave.*	*S. FM 1660*
Evans St.	*North side*	*Brushy St.*	*S. FM 1660*
Brushy St.	*West side*	*E. Austin St.*	*Evans St.*
Jim Cage Ln.	*Both sides*	*Front St.*	*Austin St.*
West St.	*West side*	*Hutto St.*	*W. US Hwy 79*
Main St.	*East side*	*W. Live Oak St.*	*W. US Hwy 79*
East St.	*East side*	*139 ft. North of Farley St.*	*Liberty St.*

Church St.	***West side***	***E. Pecan St.***	***N. FM 1660***
Redbud St.	***West side***	***Ross St.***	***Taylor St.***
Park St.	***West side***	***E. Live Oak St.***	***E. US Hwy 79***
Taylor St.	***North side***	***N. FM 1660***	***Park St.***
Ross St.	***North side***	***College St.***	***Park St.***
Farley St.	***North side***	***Short St.***	***N. FM 1660***
Pecan St.	***South side***	***West St.***	***College St.***
Live Oak St.	***South side***	***West St.***	***Park St.***
Metcalfe St.	***North side***	***Whitfield St.***	***Church St.***
Hutto St.	***North side***	***Whitfield St.***	***N. FM 1660***
Liberty St.	***North side***	***Whitfield St.***	***East St.***
Mager Ln./ CR136	***North side***	***N. FM 1660***	***CR 132***
Orgain St.	***North side***	***Walker St.***	***S. FM 1660***
Hague St.	***South side***	***Walker St.***	***S. FM 1660***
Anthony St.	***East side***	***US Hwy 79***	***Taylor St.***
Walker St.	***Both sides***	***Orgain St.***	***Hague St.***
Riverwalk Dr.	***South side***	***FM 685***	***1,240 ft. East of FM 685***

II.

A. Publication

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

B. Repealing Clause

All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed to the extent of such conflict.

C. 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.

D. Effective Date

This ordinance shall take effect immediately from and after its passage and any publication required, in accordance with provisions of the Texas Local Government Code, any applicable statutes, and the Code of Ordinances and Charter of the City of Hutto, Texas.

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

READ and **APPROVED** the first reading this 7th day of March, **2013**.

READ, APPROVED and **ADOPTED** on the first reading this 7th day of March, **2013**.

CITY OF HUTTO, TEXAS

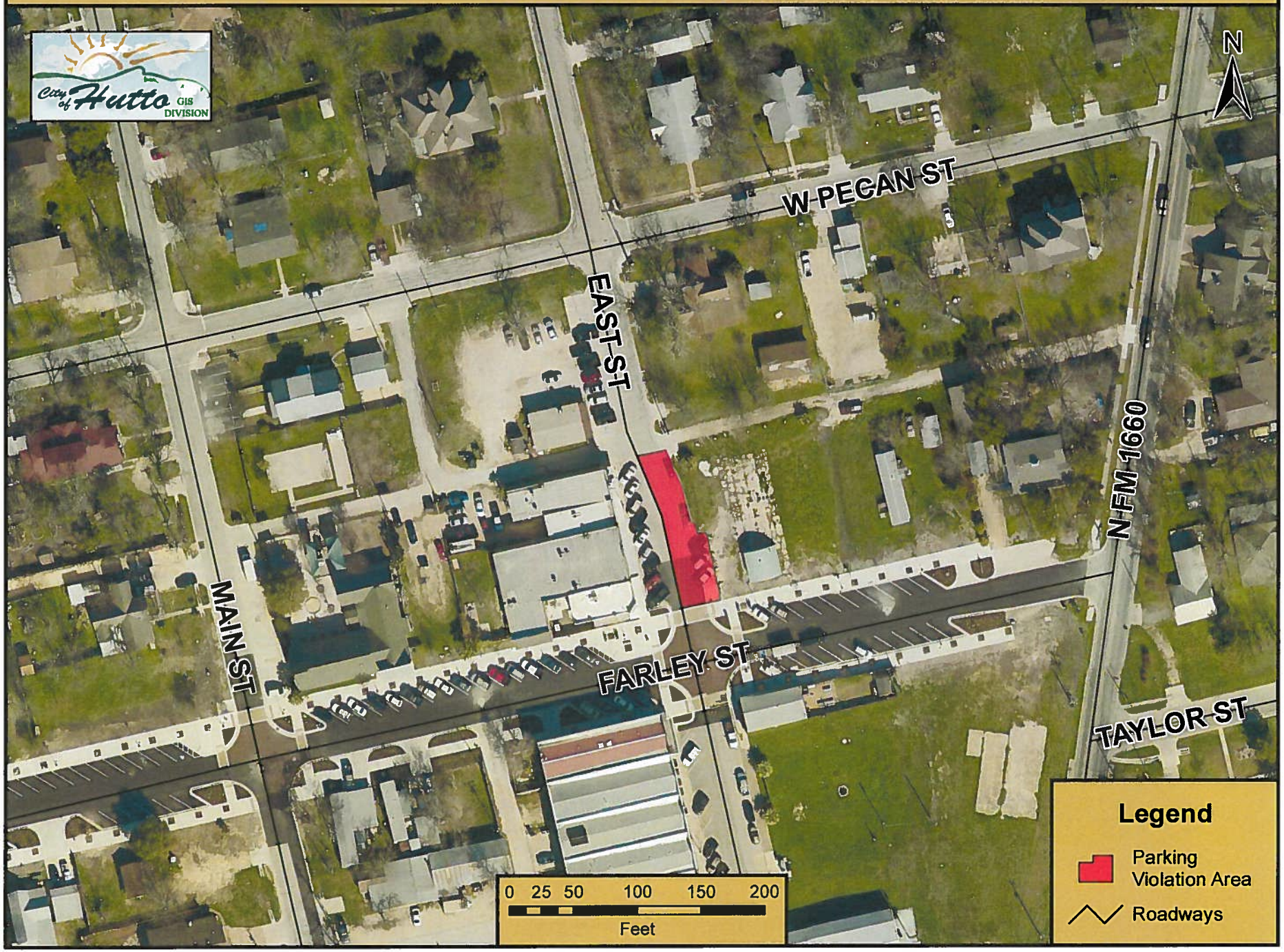
Debbie Holland, Mayor

ATTEST:

Christine Martinez, City Secretary

Riverwalk Drive Parking Map

East Street Parking Map



AGENDA ITEM REPORT
13.18.

To:	City Council
Subject:	Consideration and possible action on Ordinance No. O-2024-015 amending Hutto Code of Ordinances, Chapter 8 Business Regulations, Article 8.06 Vehicle Towing to provide for towing regulations (Second Reading) (Chief Jeffrey Yarbrough)
Meeting:	Thursday, March 7, 2024
Department:	Police Department /
Staff Contact:	

BACKGROUND INFORMATION:

The attached towing ordinance has not been reviewed or updated since it was put into place in 2009. This proposal will update the charges through a fee study conducted by the Hutto Police Department in 2023. Currently, towing companies are allowed to charge customers and allows the towing companies to maintain a vehicle storage facility located within the City of Hutto ETJ. Currently, tow companies must have a storage facility located within the corporate city limits. With that restriction in place, tow companies have been limited to only one approved tow company vendor for years due to the lack of affordable vehicle storage lots located within the city limits.

SUMMARY OF REQUEST:

The proper and safe functioning of the towing companies has a critical impact on the safety and welfare of the public since it involves the use of the public streets of the city, often in circumstances necessitating prompt removal of dangerous obstructions to traffic. Therefore, the privilege of any person to engage in a towing company in the city shall be subject to regulation in order to protect the health, safety and welfare of the public. The proposed ordinance updates the towing policy in a manner that is consistent with the towing service needs of the City of Hutto.

STAFF REVIEW:

The existing towing ordinance has not been reviewed or updated since it was put into place in 2009. City legal services reviewed the ordinance and drafted the new proposal (see attached).

FISCAL NOTES:

This ordinance includes language on charges for City Owned and Operated Vehicles, which was absent in the previous ordinance. While it is likely there will be some fiscal impact to the City, staff does not expect it to be significant, nor can staff readily determine the exact cost.

AGENDA ITEM REPORT
13.18.

ATTACHMENTS:

1. Ordinance-O-09-010-00-Vehicle Towing
2. Towing ordinance- DRAFT (2-7-2024 mls).v2.mvc O-2024-015 (1)

ORDINANCE NO. 09-010-00

AN ORDINANCE AMENDING CHAPTER 4: BUSINESS REGULATIONS; BY ADDING ARTICLE 4.07: VEHICLE TOWING; TO THE CITY OF HUTTO CODE OF ORDINANCES; AMENDING THE FEE SCHEDULE; PROVIDING A PUBLICATION CLAUSE; A SEVERABILITY CLAUSE; AN OPEN MEETINGS CLAUSE; A REPEALING CLAUSE; A PENALTY CLAUSE AND AN EFFECTIVE DATE.

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

Section I.

That Chapter 4: Business Regulations, of the City Code of Ordinances, as previously adopted, is hereby amended to add **Article 4.07**, **Vehicle Towing,** which shall read as follows:

Article 4.07 VEHICLE TOWING

Sec. 4.07.001 PURPOSE
The proper and safe functioning of the towing companies has a critical impact on the safety and welfare of the public since it involves the use of the public streets of the City, often in circumstances necessitating prompt removal of dangerous obstruction to traffic. Therefore, the privilege of any person to engage in a towing company in the City shall be subject to regulation in order to protect the health, safety and welfare of the public.

Sec. 4.07.002 COMPLIANCE WITH STATE LAW
Any Person operating a tow truck shall comply with all applicable state laws. A failure to comply with applicable state laws is a violation of this Article 4.07.

Sec. 4.07.003 DEFINITIONS
For the purposes of this Article 4.07, the following words, terms and phrases, shall have the meaning ascribed to them except where the context clearly indicates a different meaning:

(1) Accident, crash or Collision shall mean any occurrence which renders a vehicle wrecked or disabled.

(2) Certificate Holder shall mean any Person possessing a current, valid Certificate of Registration to engage in the towing business in the City of Hutto.

(3) Certificate of Registration shall mean written authorization granted by the Chief of Police, under the provisions of this Article 4.07, to a towing company having a place of business within the City operating a tow truck that performs non-consent tows or incident management tows.

(4) Chief of Police shall mean the Chief of Police for the City of Hutto or the person designated by him/her to act in his/her stead for the purposes of this Article 4.07.

(5) The City shall include all areas that have been fully annexed by the City of Hutto.

(6) Consent Tow shall mean any tow of a motor vehicle in which the tow truck is summoned by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include an incident management tow or a private property tow.

(7) Incident management tow shall mean any tow of a vehicle in which the tow truck is summoned because of a traffic accident (crash) or to an incident.

(8) Inspection sticker shall mean written authorization granted by the Chief of Police, under the provisions of this Article 4.07 and affixed to a tow truck used by a tow company on the rotation list, indicating that the tow truck has passed the required inspection.

(9) Manufacturer's Certificate shall mean a plate permanently affixed to either a truck, tow equipment or tow sling by the manufacturer of the equipment which states the vehicle's or equipment's gross poundage capacity.

(10) Motor Vehicle shall mean any vehicle which is self-propelled. This does not include motor assisted bicycles as defined by the laws of the State of Texas.

(11) Non-consent tow shall mean any tow of a Motor Vehicle that is not a consent tow or incident management tow.

(12) Owner shall mean a person:

- (A) Named as the purchaser or transferee in the certificate of title issued for the vehicle under Chapter 501, Transportation Code;
- (B) In whose name the vehicle is registered under Chapter 502, Transportation Code, or a member of the person's immediate family;
- (C) Who holds the vehicle through a lease agreement;
- (D) Who is an unrecorded lien holder entitled to possess the vehicle under the terms of a chattel mortgage; or
- (E) Who is a lien holder holding an affidavit of repossession and entitled to repossess the vehicle.

(13) Person shall mean an individual, a corporation, a partnership, joint venture, or association.

(14) Repossession shall mean a tow made by, or on behalf of a lien holder taking possession of collateral.

(15) Rotation List shall mean the list prepared in accordance with the provisions of this Article 4.07, of tow companies which have applied and qualified to appear thereon, and which maintain inspected tow trucks of a capacity required to be on said list.

(16) Tow Truck shall mean a motor vehicle equipped with a mechanical device used to tow, winch, or otherwise move another motor vehicle.

(17) Vehicle shall mean every device in, upon, or by which any person or property is or may be transported on a public roadway. The term includes an operable or inoperable automobile, truck, motorcycle, recreational vehicle, or trailer but does not include a device moved by human power or used exclusively on a stationary rail or track.

(18) Wrecker shall have the same definition as Tow Truck.

(19) Towing Company or Business means an individual, association, corporation, or other legal entity that controls, operates, or directs the operation of one or more tow trucks over a public roadway in this state but does not include a political subdivision of the state. It does not include towing a vehicle to a point outside the City when the owner requests that it be towed to a point outside the City, except as otherwise provided in this Article 4.07.

(20) Additional Labor shall mean when a second tow truck is summoned by the Police Department for the same towing company in order to accomplish the original tow, but does not include winching or a second tow truck arriving when not requested.

(21) Standby shall mean the amount of time a tow truck must wait to perform the towing service not including the first hour from the time of arrival.

(22) Winching shall mean the use of a winching device to move a vehicle from ditches, fields, culverts, ravines, and vehicles that have rolled or have come to rest on top of another vehicle or person, but does not include the normal loading of a vehicle for tow.

Sec. 4.07.004 REQUIREMENTS TO PERFORM NONCONSENT TOWING

(1) It shall be unlawful for a person to operate a tow truck that performs non-consent or incident management towing in the City unless the person has a Certificate of Registration issued by the Chief of Police, except as provided in (2)(i), below.

(2) An applicant for a Certificate of Registration to perform non-consent or incident management towing shall submit, on a form provided by the Chief of Police, a verified application containing or accompanied by the following:

(a) The true name, the trade name, principal business address, and telephone number that is answered twenty-four (24) hours a day, of the towing company.

(b) The list of tow trucks proposed to be operated by the towing company, including but not limited to the motor vehicle identification number, make, and unit number from the tow company applying for the Certificate of Registration.

(c) The name of the owner(s) of the tow company, partners and/or corporation officers.

(d) A certificate of public liability and property damage insurance, for each tow truck to be registered issued by a casualty company authorized to do business in the State of Texas, in the standard form approved by the City Attorney, containing a provision that at least ten (10) days' prior notice of cancellation of said insurance shall be given to the Chief of Police, by the insurance company, and with the insured provision of such policy including the City as an additional insured and the coverage provision insuring members of the public from any loss or damage that may arise to any person or property by reason of the operation of a certificate holder's business and providing that the combined single limit liability insurance coverage amount for bodily injury to or death of an individual per occurrence, loss or damage to property shall be $300,000.00 for tow trucks, whose gross vehicle weight is less than 26,000 pounds and $500,000.00 for tow trucks, whose gross vehicle weight is 26,000 pounds or more.

(e) A certificate of on-hook cargo insurance to cover damage to a towed vehicle during hookup and/or towing in the minimum amount of fifty thousand dollars ($50,000.00).

(f) A copy of a vehicle storage facility license issued by the Texas Department of Transportation, pursuant to the *Vehicle Storage Facilities, Chapter 2303, Texas Occupations Code,* as now enacted or as hereafter amended.

(g) A copy of the motor carrier certificate of registration issued by the Texas Department of Transportation.

(h) A fee of $ 15.00.

(i) This Section 4.07.004 does not apply to nor prohibit a tow company which obtained a motor carrier certificate of registration from the Texas Department of Transportation and having a place of business outside the incorporated city limits, from making a "Consent tow" within the City.

Sec. 4.07.005 CERTIFICATE OF REGISTRATION FOR NONCONSENT TOWING, ISSUANCE, AND EXPIRATION

(1) The Chief of Police or authorized designee shall register a tow company and issue a Certificate of Registration under this Article 4.07 which is determined to be in compliance with the requirements under Section 4.07.004. However, the Chief of Police may deny an application for a Certificate of Registration, if the applicant:

(a) Has had a registration revoked under *Texas Transportation Code Section 643.252*, as now enacted or as hereafter amended;

(b) Operates a tow truck after the state registration has been revoked;

(c) Causes or allows the operation of a tow truck by an unlicensed driver on the public roadways;

(d) Operates a tow truck performing non-consent or incident management tows without a Certificate of Registration on the public roadways;

(e) Submits false information on a registration application;

(f) Fails to maintain insurance required by State law for the operation of a tow Company or its equipment; or

(g) Other legal grounds exist for denying such Certificate of Registration.

(2) Each Certificate of Registration issued shall expire at midnight one calendar year from the date of issuance, and will be renewable only upon compliance with the provisions of this Article 4.07 and any other applicable laws, ordinances, or regulations which shall be in effect at the time of the renewal application.

(3) Each Tow company which has received a Certificate of Registration under this Article 4.07 shall at all times carry a copy of its Certificate of Registration in each tow truck it operates.

(4) Each tow company which has received a Certificate of Registration shall be responsible for updating the information provided in the application by submitting supplemental information on forms provided by the Chief of Police. Failure to provide updated information, such as, but not limited to, replacement or additions of tow trucks, drivers' license suspensions or revocations, change in insurance company, or expiration of storage facility license, shall be grounds for suspension or revocation of a Certificate of Registration.

Sec. 4.07.006 SUSPENSION AND REVOCATION OF CERTIFICATE OF REGISTRATION FOR NONCONSENT TOWING

The Chief of Police may suspend or revoke a Certificate of Registration issued under this Article 4.07, or place a tow company on probation, if the tow company or any of its tow trucks fail to comply with State law or the requirements set out in this Article 4.07, or for any other lawful reason.

Sec. 4.07.007 ROTATION LIST ESTABLISHED FOR NONCONSENT OR INCIDENT MANAGEMENT TOWING

The Chief of Police shall establish and maintain a rotation list, from which tow trucks shall be picked to answer calls for non-consent or incident management towing. Each tow company who applies and meets the requirements herein shall be entitled to one (1) place on said list. The names of the towing companies on the list shall be listed in numerical order, beginning with the date the application is approved.

It shall be unlawful for any tow company to operate tow trucks under a different company name for purposes of gaining additional towing on the established rotation list.

Sec. 4.07.008 ROTATION LIST QUALIFICATIONS

(1) A tow company may participate on the rotation list if the tow company meets the following requirements:

(a) It has registered and received a Certificate of Registration and inspection sticker for each tow truck it owns or will use while on the rotation list under this Article 4.07;

(b) It owns, leases, or otherwise lawfully possesses and operates a storage facility located within the full or limited purposes annexation areas of the City where all motor vehicles towed on behalf of the City shall be stored at all times and which

(i) Are enclosed by a permanent eight (8) foot privacy fence that is constructed according to the City of Hutto building regulations as now enacted or as hereafter amended; and

(ii) Has a gate which is locked, when there is no attendant on duty or after normal business hours;

(c) It maintains at least one (1) tow truck;

(d) It maintains twenty-four (24) hour tow service and a local telephone number which is answered twenty-four (24) hours a day;

(e) It is able to respond to any location in the City within thirty (30) minutes of being notified by telephone. Tow trucks 2 ½ tons or more in size must be able to respond within forty-five (45) minutes after notification.

(f) It has someone available twenty-four (24) hours a day to release any vehicle impounded within thirty (30) minutes of a request by the owner or the Police Department.

(g) It or the owner of the leased storage facility holds a license issued by the Texas Department of Transportation, pursuant to the *Vehicle Storage Facilities, Chapter 2303, Texas Occupations Code*, as now enacted or as hereafter amended.

(h) It submits an application for placement on the Rotation List.

(2) A tow company shall submit a verified application for placement on the rotation list, on a form provided by the Chief of Police, containing or accompanied by the following:

(a) A copy of a vehicle storage facility license issued by the Texas Department of Transportation for a storage facility within the City.

(b) A list of all drivers and drivers' driving records, obtained from the Texas Department of Public Safety, said list shall be updated as new drivers are added or when a driver's license is suspended or revoked.

(c) A City of Hutto Certificate of Insurance form indicating General Liability in the amount of $1,000,000.00, in addition to the insurance requirements under Section 4.07.004(2)(d).

(d) A certificate from the appropriate tax assessor-collector agency that certifies that all city taxes on all properties, real and personal, to be used in connection with the applicant's towing company are current. The certificate shall list the name of the towing company, its subsidiaries or assumed names.

(3) The following maximum fees may be charged by tow companies under this Article 4.07 for the use of tow trucks on the rotation list for non-consent and incident management tows:

(a) $ 120.00 Regular or Flat Bed Tow
(b) $ 60.00 Additional Labor
(c) $ 560.00 Heavy Duty Tow (over 26,000 pounds)
(d) $ 55.00 Standby (after first hour)
(e) $ 35.00 Winching

(4) A tow company will automatically be removed from the rotation list on the expiration date of its Certificate of Registration, as provided in Section 4.07.005 and will be placed back on the list only upon compliance with the provisions of this Article 4.07 and any other applicable laws, ordinances, or regulations which shall be in effect at the time of the renewal request application.

(5) Each tow company having a place on the rotation list shall be responsible for updating the information provided in the application by submitting supplemental information on forms provided by the Chief of Police. Failure to provide updated information, such as, but not limited to, replacement or additions of tow trucks, drivers' license suspensions or revocations, change in insurance company, change in storage facility, or expiration of storage facility license, shall be grounds for suspension or removal from the rotation list.

Sec. 4.07.009 SUSPENSION AND REMOVAL FROM THE NONCONSENT ROTATION LIST

The Chief of Police may suspend or remove a tow company from a place on the rotation list pursuant to this Article 4.07, if a tow company or any of its tow trucks fails to comply with any of the requirements in this Article 4.07.

Sec. 4.07.010 INSPECTION STICKER

(1) In order to receive an Inspection sticker, each tow truck shall meet the following minimum requirements:

(a) Shall have a capacity of not less than one (1) ton.
(b) Shall display in a permanent manner the name and twenty-four (24) hour phone number of the holder of the Certificate of Registration on both sides of each tow truck.
(c) Shall display in a permanent manner the names of the tow companies listed on the Certificate of Registration as affiliates.
(d) Shall be in a condition such that it can be safely and reliably used as a tow truck.
(e) Shall include the manufacturer's certificate and be equipped with a power operated winch, winch line and boom, with a rated or tested lifting capacity of not less than eight thousand (8,000) pounds single line capacity.
(f) Shall carry at all times the following standard equipment:
  (i) Slings and/or tow bars along with "J" hooks and chains
  (ii) Safety chain
  (iii) 10 lb. fire extinguisher (or the equivalent)
  (iv) Shovel
  (v) Wrecker bar
  (vi) Broom
  (vii) Dolly (except for slide bed tow trucks)
  (viii) Ropes or other device for securing steering wheel
  (ix) Overhead visa-bar or beacon type light visible from front and rear
  (x) Tow lights

(g) Any other information the Chief of Police may determine is necessary for the safe operation of a tow truck under this Article 4.07.

(2) An inspection sticker shall be denied if the safety requirements provided for in this Section 4.07.010 are not met.

Sec. 4.07.011 INSPECTION STICKER - ISSUANCE AND EXPIRATION

(1) The Chief of Police or authorized designee shall issue an inspection sticker for a tow truck if in compliance with the requirements under Section 4.07.010. An inspection fee of $15.00 is required and shall be charged for each tow truck inspected. The inspection fee is non-refundable and shall be paid whether or not the tow truck passes inspection. The Chief of Police may deny the issuance of an inspection sticker on the same grounds as provided for in Section 4.07.005(1)(a)-(g).

(2) Each inspection sticker issued shall expire one year from the date of issuance, and will be renewable only upon compliance with the provisions of this Article 4.07 and any other applicable laws, ordinances, or regulations which shall be in effect at the time of the renewal application.

(3) Each tow truck which has received an inspection sticker under this Article 4.07 shall prominently display it on the back windshield.

(4) Each tow company which has received an inspection sticker for a tow truck shall be responsible for keeping the tow truck in compliance with the safety requirements provided for in Section 4.07.010, at all times. Failure to comply with the safety requirements provided for in Section 4.07.010 shall be grounds for suspension or revocation of an inspection sticker.

Sec. 4.07.012 SUSPENSION AND REVOCATION OF AN INSPECTION STICKER

The Chief of Police may suspend or revoke an inspection sticker issued under this Article 4.07, or place a towing company on probation, if the tow company or any of its tow trucks fail to comply with State law or the requirements set out in this Article 4.07, or for any other lawful reason.

Sec. 4.07.013 INSPECTION OF WRECKER EQUIPMENT AND STORAGE FACILITIES

Any towing company, certificate holder, or applicant, by virtue of making an application with the City, agrees to allow during normal business hours, the inspection of tow trucks, tow equipment, and storage facilities for compliance under this Article 4.07. This authority shall be cumulative of any other authority held by the Chief of Police, other law enforcement officials, or other legally authorized public officials.

Sec. 4.07.014 PROCEDURES FOR NOTIFYING TOWING SERVICES ON NON-CONSENT AND INCIDENT MANAGEMENT TOWING

(1) When the police officer investigating a crash determines that: (i) any vehicle involved in a crash is unable to safely proceed under its own power; or (ii) the driver of any vehicle involved in a crash is physically unable to safely move the vehicle to a location where it will not create a traffic hazard, such officer shall request the owner to designate a tow company which he/she desires to remove the vehicle.

(a) Such designation by the owner will be indicated in writing on a form provided by the Chief of police and signed by the owner.

(b) When the designation has been properly made, the police officer shall communicate the name of the designated towing company, auto repair shop, automobile dealer, or automobile club to the communications center.

(c) The communications center shall cause the designated towing company, auto repair shop, automobile dealer, or automobile club to be called and directed to send a tow truck capable of removing the vehicle.

(d) If the designated towing company, auto repair shop, automobile dealer, or automobile club does not have available a tow truck of the type required to move a vehicle, the owner will be requested to make another designation.

(2) If the owner of a vehicle is: (i) physically unable to designate the towing company, auto repair shop, automobile dealer, or automobile club he desires to remove the vehicle; (ii) fails or refuses to designate one; (iii) has no preference; or (iv) is not available, then the police officer shall communicate that fact to the police communications center, and advise as to the type of tow truck required.

(a) Such designation by the owner will be indicated in writing on a form provided by the Chief of Police and signed by the owner if he/she is physically able. If the owner is not able or is not available, the police officer shall so indicate by a notation on the form.

(b) The communications center shall call the tow company next in line on the rotation list after the last towing company so called, and request the towing company to tow the vehicle from the scene.

(c) On each succeeding communication or the inability or refusal of a towing company to send a tow truck, the next towing company on the rotation list shall be called. After the last towing company on said list has been called, the next such call shall go to the first towing company on said list.

(d) When no towing company on the rotation list is available or the type tow truck needed is not available, officers will notify the communications center and request the next available tow truck from the Williamson County rotation list.

(3) If the towing company, after arrival at the scene, determines in conjunction with the police officer in charge, that assistance is needed, then the police officer shall communicate that fact to the communications center, which shall proceed under paragraph (1) or (2)(d) of this Section 4.07.014.

(4) Failure of any towing company selected under paragraph (1) or paragraph (2) of this Section 4.07.014 to deliver a tow truck to the scene within thirty (30) minutes of notification or forty-five (45) minutes for a tow truck 2 ½ tons or more in size without justification acceptable to the police officer on the scene shall cause the tow company to forfeit that call. Additionally, the Chief of Police shall have the discretion to suspend or revoke a tow company from a place on the rotation list for failure to timely respond.

(5) In any circumstance in which a vehicle or other object is so located on a public street as to constitute a hazard or obstacle, or to interfere with traffic, or in the event a stolen vehicle is found or in any other circumstance in which a police officer in the course of his duty directs the removal of a vehicle from or to any location, any police officer may require its removal at the owner's expense, by any practicable means, including but not limited to, use of a towing company selected by the owner, or failing that, selected by the use of the rotation list.

Sec. 4.07.015 UNLAWFUL FOR POLICE TO INFLUENCE SELECTION

It shall be unlawful for a police officer to directly or indirectly recommend to any person the name of any towing company, auto repair shop, automobile dealer, or automobile club engaged in the towing business; nor shall any such police officer influence or attempt to influence in any manner the decision of any person in choosing or selecting a towing company, auto repair shop, automobile dealer, or automobile club.

Sec. 4.07.016 PARKING OF TOW TRUCK AT THE SCENE OF A CRASH

Whenever a tow truck arrives at the place where a motor vehicle has been disabled by a crash, the tow truck driver shall park his tow truck as close to the street curb as possible and otherwise dispose of it in such a manner as not to interfere with traffic. The tow truck driver shall not park the tow truck within a distance of fifty (50) feet from a wrecked or disabled vehicle, unless permitted to do so by a police officer.

Sec. 4.07.017 TOW TRUCK DRIVERS TO OBEY ORDERS OF POLICE OFFICER

It shall be unlawful for the driver of any tow truck arriving at the place where any crash has occurred or when an police officer has summoned a tow truck for a non-consent or incident management tow disobey any lawful order given them by any police officer of the City investigating such crash or to interfere in any manner with such officer in the performance of his/her duty.

Sec. 4.07.018 DUTY TO REMOVE DEBRIS

It shall be the duty of each tow truck driver that removes a wrecked, damaged, or disabled vehicle from the place where a crash has occurred to clear and remove any and all debris, parts, fluids, or glass accumulated as a result of the crash from the street, right of way, or adjacent properties.

Sec. 4.07.019 SOLICITATION PROHIBITED

It shall be unlawful for any tow company or its employees to solicit in any manner, directly or indirectly, on the streets of the City, for towing business involving any vehicle which is crashed or disabled on a public street. This prohibition applies regardless of whether the solicitation is for the purpose of soliciting the business of towing, removing, repairing, wrecking, storing, trading, selling, or purchasing such vehicle. Proof of the presence of any person engaged in the towing business or of the presence of any tow truck, whether or not certified or identified under the provisions of this Article 4.07, except a tow truck called pursuant to the provisions of this Article 4.07, at or near the scene or site of a crash on any public street in the City after the crash occurs and prior to removal of all disabled or damaged vehicles shall be prima facie evidence of a solicitation in violation of this subsection.

Sec. 4.07.020 ADMINISTRATIVE DISPOSITION OF VIOLATIONS

In lieu of or in addition to any criminal prosecution or civil remedy for the violation of any provision of this Article 4.07, the Chief of Police shall have, as to the holders of any Certificate of Registration or Inspection sticker, or as to any applicant therefor, the duty and authority to enforce the provisions of this Article 4.07 by administrative action in accordance with the principles and procedures set forth hereinafter.

(1) The proper and safe functioning of towing companies has critical impact on the health, safety, and welfare of the public and involves use of the public streets of the City of Hutto often in circumstances necessitating prompt removal of dangerous obstructions to traffic on said streets. Accordingly, the privilege of any person to engage in the tow business in the City of Hutto shall be subject to strict regulation in order to protect the public.

(2) For purposes of invoking any administrative remedy against a Certificate Holder, the acts or omissions of any agent or employee of said holder shall be considered to be the acts or omissions of said holder.

(3) Administrative remedies which the Chief of Police may employ to enforce the provisions of this Article 4.07 include, but are not limited to:
   (a) Suspension or revocation of any Certificate of Registration or Inspection sticker; or
   (b) Suspension, revocation or removal of a Tow Company from the Rotation List.

(4) Grounds for suspension or revocation of a Certificate of Registration include
   (a) Any conduct in the towing business which endangers the life or safety of any person;
   (b) Repeated violations of the provisions of this Article 4.07;
   (c) Violation of the zoning ordinance or fire prevention code for one (1) week after notice of said violation has been given to said tow business by the building official, the fire marshal or other authorized official, respectively;
   (d) Failure to maintain in effect any insurance required by this Article 4.07; and
   (e) Fraud or theft in the conduct of the towing business.

(5) Grounds for suspension or revocation of an inspection sticker include responding to a Non-consent Tow call when said tow truck:
   (a) Is in such condition that it cannot safely tow a vehicle;
   (b) Is not then covered by insurance as required in this Article 4.07; or
   (c) Does not then meet all requirements for an inspection sticker.

(6) Grounds for removal of a tow company from the rotation list include:
   (a) Failure to meet at all times the requirements for a place on the list;
   (b) Failure to, maintain at all times at least one (1) tow truck in a condition that meets the requirements for an inspection sticker and for eligibility to be on the rotation list;
   (c) Responding to a non-consent tow call with a tow truck which does not then meet the requirements of the rotation list;
   (d) Driving a tow truck in response to a non-consent tow call in a manner which endangers the life or safety of any person;
   (e) Driving a tow truck to a location to perform towing services in response to a call made by the communications center, when the towing company is not the next company on the list, the towing

company owning that tow truck shall be subject to removal from the list for a period of at least thirty (30) days;

(f) Collecting or charging any fees or charges in excess of those set out in this Article 4.07;

(g) Violation of the zoning ordinance or fire protection ordinance, as determined by the building official, the fire marshal, or other authorized official, respectively;

(h) Failing to answer within the required time when called by the communications center; or

(i) Declining to respond to a call from the communications center to perform towing services.

Sec. 4.07.021 CERTIFICATE OF REGISTRATION, INSPECTION STICKER AND ROTATION LIST APPEALS

(1) Suspension or revocation of a Certificate of Registration may be ordered by the Chief of Police. The reasons for suspension or revocation of a Certificate of Registration shall be given in writing to the certificate holder whose Certificate of Registration is being suspended or revoked within ten (10) days of such suspension or revocation. The mailing of such notice to the last known business address provided on the application of said certificate holder shall constitute sufficient notice. The notice shall provide an opportunity for a hearing before the Chief of Police on the suspension or revocation by filing a request for a hearing within five (5) days from the receipt of the notice. Pending a ruling by the Chief of Police, a Certificate of Registration that has been suspended or revoked, shall be considered suspended or revoked. If a written request for a hearing is not filed within the required time, the suspension or revocation shall be final.

(2) Suspension or revocation of an inspection sticker may be ordered by the Chief of Police without notice. The reasons for suspension or revocation of an inspection sticker shall be given in writing to the towing company within five (5) days of such suspension or revocation. Faxing of such notice to the last known business fax number provided on the application of said towing company shall constitute sufficient notice. The notice shall provide an opportunity for a hearing before the Chief of Police on the suspension or revocation of the Inspection sticker by filing a request for a hearing within five (5) days from the receipt of the notice. Pending a ruling by the Chief of Police, an inspection sticker that has been suspended or revoked, shall be considered suspended or revoked. If a written request for a hearing is not filed within the required time, the suspension or revocation shall be final.

(3) Suspension or removal from the rotation list may be ordered by the Chief of Police without notice. The reasons for suspension or removal from the list shall be given in writing to the towing company within five (5) days of such suspension or removal. Faxing of such notice to the last known business fax number provided on the application of said towing company shall constitute sufficient notice. The notice shall provide an opportunity for a hearing before the Chief of Police on the suspension or removal by filing a request for a hearing within five (5) days from the receipt of the notice. Pending a ruling by the Chief of Police, the towing company shall be considered suspended or removed from the list. If a written request for a hearing is not filed within the required time, the suspension or removal shall be final.

(4) If after a Certificate of Registration has been suspended or revoked, the condition for which it was suspended or revoked has been corrected, and proof of such correction is made to the Chief of Police, then a new Certificate of Registration shall be issued upon proper application, fee payment, and proof of meeting all requirements therefor.

(5) Appeals from a ruling by the Chief of Police shall be made in writing to the City Manager within twenty (20) days of such ruling. A hearing or personal appearance shall be at the discretion of the City Manager. Written notice of the ruling of the City Manager shall be given to the Certificate Holder within thirty (30) days of the date of the appeal. Pending a ruling by the City Manager, a Certificate of Registration, inspection sticker that has been suspended or revoked or a towing company that has been suspended or removed from the rotation list shall be considered suspended, revoked or removed. If a written request to appeal is not filed within the required time, the suspension, revocation or removal shall be final.

(6) If an inspection sticker is revoked, a new inspection sticker shall not be issued for that tow truck for a period of at least six (6) months from the date of revocation, unless otherwise authorized by the Chief of Police.

Sec. 4.07.022 GENERAL PROHIBITIONS

(1) It shall be unlawful for any person to drive, or cause to be driven, a tow truck to or near the scene of a crash on a street within the City unless such person has been called to the scene by the Police Department or by a party involved in the crash; provided, however, that the prohibition of this subsection shall not be applicable when such actions are necessary to prevent death or bodily injury to any person involved in a crash.

(2) It shall be unlawful for any person to engage in non-consent tows in the City unless such person possesses a current, valid Certificate of Registration. The Police Department shall be authorized to summon tow trucks without Certificate of Registration in emergency situations or as an operational necessity.

(3) It shall be unlawful for any person to operate a tow truck in the City, unless it is equipped as required by state law; and Section 4.07.010 herein, if the towing company is participating in the rotation list, as described herein. A tow truck and its required equipment shall be in safe operating condition at all times when the tow truck is operating on the public roadway.

Sec. 4.07.023 REMOVAL OF MOTOR VEHICLES FROM PRIVATE PROPERTY

The driver of a tow truck who removes a vehicle from private property under this Article 4.07 shall notify the Hutto Police Department within 30 minutes of such removal and the registered owner within seventy-two (72) hours. The information to be provided in such notification shall include:

(1) The date, time and location of the removal;
(2) The physical description and license or registration number of the vehicle;
(3) The name of the certificate holder which performed the removal; and
(4) The storage location of the vehicle.

Sec. 4.07.024 REPOSSESSION OF VEHICLES

The driver of a tow truck who removes a vehicle for the purpose of repossessing the vehicle shall be required to do the following:

(1) Contact the Police Department prior to making such repossession; and
(2) Present a written notice from the lien holder requesting such repossession which shall include the following information:

    (a) Name of owner of said vehicle;
    (b) Date, time and location of the removal;
    (c) The physical description and license or registration number of the vehicle;
    (d) The name of the certificate holder which is to perform the removal; and
    (e) The storage location of the vehicle.

Sec. 4.07.025 VEHICLE OWNER NOTIFICATION AND DOCUMENTATION

It shall be the responsibility of the towing company, who stores vehicles in the City of Hutto, to comply with *Vehicle Storage Facilities, Chapter 2303, Texas Occupations Code*, and as appropriate *Abandoned Motor Vehicles, Chapter 683, Texas Transportation Code*, as now enacted or as hereafter amended.

Sec. 4.07.026 TOWING FEE STUDY

A "towing fee study" is a study to determine the fair market value of a non-consent tow and incident management tow originating in the City, considering financial information provided to the City by the towing company requesting the study.

(1) A towing company may request that the City conduct a towing fee study by filing a written request with the City Manager by certified mail, return receipt requested, or by hand delivery.
(2) Within 90 days after the filing of an initial request, additional towing companies may join the request by filing written requests in accordance with Subsection (1).
(3) The City shall conduct a towing fee study if the initial requestor and the additional requestors, if any:

(a) accounted for not less than 50 percent of the non-consent tows or incident management tows performed in the City during the preceding twelve month period, as determined by the city manager; and
(b) deposit with the City Manager a fee of $1,000.

(4) If the towing fee study is not conducted the City shall refund the fee, less an administrative fee of $250.
(5) Each towing company requesting the towing fee study shall cooperate with the City to conduct the study. Each such towing company shall provide to the City information determined by the City Finance Department to be reasonably necessary to determine the fair market value of towing services regulated under this Article 4.07.
(6) The City Finance Department shall complete a towing fee study not later than the 120th day after receiving all information required under Subsection (6).
(7) The City Finance Department shall present to the city council the results of the towing fee study. The City Manager shall give to each towing company that owns or leases tow trucks registered with the City written notice of the time, date, and location of the city council meeting at which the study is to be considered. The notice must be sent by United States regular mail to the towing companies' addresses listed in the latest registration applications on file with the Chief of Police.
(8) Based on the results of the towing fee study, the City Council may change the non-consent towing and incident management fees. The maximum fees must represent the fair market value of the services of a towing company performing non-consent and incident management tows originating in the City.
(9) The City is not required to conduct more than one towing fee study within a two-year time period, measured from the date the city council most recently considered a towing fee study.

Sec. 4.07.027 PROHIBITED CHARGES
A towing company may not charge or attempt to charge a fee related to non-consent or incident management towing under this Article 4.07:

(1) In excess of the fee established;
(2) For a service not performed or equipment not used; or
(3) That is not authorized by this ordinance.

Sec. 4.07.028 – 4.07.060 Reserved

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. Penalty

Any person convicted of a violation of this section of this article shall be guilty of a Class C misdemeanor and shall be fined in accordance with the general penalty in Chapter 1: General Provisions; Article 1.01 Code of Ordinances; Section 1.01.009 General Penalty for violations of code; continuing violations. Each day of violation shall constitute another violation.

SECTION VII. 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 **2nd** day of **July, 2009** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, APPROVED and ADOPTED on second reading this **16th** day of **July, 2009** at a meeting of the Hutto, Texas City Council; there being a quorum present.

CITY OF HUTTO, TEXAS

David F. Begier, Mayor

ATTEST:

Debbie Chelf, City Secretary

CITY OF HUTTO TOW COST STUDY					
COMPANY NAME	NON CONSENT TOW		HEAVY DUTY	PER HOUR STANDBY	ADDITIONAL LABOR
	REG	FB			
G&J Towing	95	130		70	
Palacios	95	130		70	
K&K	95	130		95	95
Hester Bros	95	130		70	
Double R	95	130		70	
Double R	110	110		30	
Wileys	110	110		30	
Wileys	110	110		30	
Jarrell Wrecker	110	110		30	100
Glass Wrecker	110	110		30	100
Glass Wrecker	130	130		100	100
Bulldog Towing	95	130	393	70	15
Bulldog Towing	110	110	800	70	
Aus-Tex	95	95	393	35	100
Victory Towing	130	130	393	90	35
Tiger Trux	150	150	400	35	35
Denvers Towing	150	150	500	60	60
Taylor Towing	110	110		60	60
Randys	110	110		60	60
24/7 Wrecker	110	110		35	35
Lakeside Towing	110	110		50	35
Cedar Park Wrecker	150	150	800	35	35
A Day and Night	95	130		35	
Triton Towing	150	150	800	35	35
25					
AVERAGE	113.33	123.64	559.88	53.96	60.00

ORDINANCE NO. O-2024-015

AMENDING TOWING REGULATIONS

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING THE HUTTO CODE OF ORDINANCES, ARTICLE 8.06 OF CHAPTER 8 REGARDING REGULATIONS FOR VEHICLE TOWING AND TOW ROTATION; ESTABLISHING A PROVISION FOR CITY OWNED AND REGULATED VEHICLES IN THE TIRE ROTATION; AMENDING FEES; PROVIDING A SEVERABILITY CLAUSE; REPEALING CONFLICTING ORIDNANCES OR RESOLUTIONS; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutto, Texas ("City Council") is authorized by Section 51.001 of the Texas Government Code to adopt an ordinance that is for the good government, peace, or order of the City and is necessary or proper for implementing a power granted by law to the City; and

WHEREAS, the City Council has determined it must amend its towing ordinance and adjust the fees attached to towing City owned and regulated vehicles that are subject to law enforcement holds to protect its citizens from overcharges and ensure that tow trucks providing services for nonconsensual tows within the City limits meet the necessary insurance and State law requirements; and

WHEREAS, the City Council finds that the amendments to the tow ordinance and the associated fees are necessary to protect the health, safety, and welfare of the citizens of Hutto.

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

SECTION 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. The rules, regulations, terms, conditions, provisions, and requirements of this Ordinance are hereby found to be reasonable and necessary to protect the public health, safety, and quality of life in the City of Hutto.

SECTION 3. The City of Hutto Code of Ordinances, Chapter 8 Business Regulations, Article 8.06 Vehicle Towing is hereby amended and Section 8.06.028 is established as follows:

VEHICLE TOWING

Sec. 8.06.001 Purpose

The proper and safe functioning of the towing companies has a critical impact on the safety and welfare of the public since it involves the use of the public streets of the city, often in circumstances necessitating prompt removal of dangerous obstructions to traffic. Therefore, the privilege of any

person to engage in a towing company in the city shall be subject to regulation in order to protect the health, safety and welfare of the public.

Sec. 8.06.002 Compliance with state laws

Any person operating a tow truck shall comply with all applicable state laws. A failure to comply with applicable state laws is a violation of this article.

Sec. 8.06.003 Definitions

For the purposes of this article, the following words, terms and phrases shall have the meaning ascribed to them, except where the context clearly indicates a different meaning:

Accident, crash or collision. Any occurrence which renders a vehicle wrecked or disabled.

Additional labor. Shall mean when a second tow truck is summoned by the police department for the same towing company in order to accomplish the original tow, but does not include winching or a second tow truck arriving when not requested.

Certificate holder. Any person possessing a current, valid certificate of registration to engage in the towing business in the city.

Certificate of registration. Written authorization granted by the chief of police, under the provisions of this article, to a towing company having a place of business within the city operating a tow truck that performs non-consent tows or incident management tows.

Chief of police. The chief of police for the city or the person designated by him/her to act in his/her stead for the purposes of this article.

City. Shall include all areas that have been fully annexed by the City of Hutto.

Consent tow. Any tow of a motor vehicle in which the tow truck is summoned by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include an incident management tow or a private property tow.

Incident management tow. Any tow of a vehicle in which the tow truck is summoned because of a traffic accident (crash) or to an incident.

Inspection sticker. Written authorization granted by the chief of police, under the provisions of this article, and affixed to a tow truck used by a tow company on the rotation list, indicating that the tow truck has passed the required inspection.

Manufacturer's certificate. A plate permanently affixed to either a truck, tow equipment or tow sling by the manufacturer of the equipment which states the vehicle's or equipment's gross poundage capacity.

Motor vehicle. Any vehicle which is self-propelled. This does not include motor-assisted bicycles as defined by the laws of the state.

Non-consent tow. Any tow of a motor vehicle that is not a consent tow or incident management tow.

Owner. A person:

(1) Named as the purchaser or transferee in the certificate of title issued for the vehicle under chapter 501, Transportation Code;

(2) In whose name the vehicle is registered under chapter 502, Transportation Code, or a member of the person's immediate family;

(3) Who holds the vehicle through a lease agreement;

(4) Who is an unrecorded lienholder entitled to possess the vehicle under the terms of a chattel mortgage; or

(5) Who is a lienholder holding an affidavit of repossession and entitled to repossess the vehicle.

Person. An individual, corporation, partnership, joint venture, or association.

Repossession. A tow made by, or on behalf of, a lienholder taking possession of collateral.

Rotation list. The list prepared in accordance with the provisions of this article, of tow companies which have applied and qualified to appear thereon, and which maintain inspected tow trucks of a capacity required to be on said list.

Standby. The amount of time a tow truck must wait to perform the towing service, not including the first hour from the time of arrival.

Tow truck. A motor vehicle equipped with a mechanical device used to tow, winch, or otherwise move another motor vehicle.

Towing company or business. An individual, association, corporation, or other legal entity that controls, operates, or directs the operation of one or more tow trucks over a public roadway in this state, but does not include a political subdivision of the state. It does not include towing a vehicle to a point outside the city when the owner requests that it be towed to a point outside the city, except as otherwise provided in this article.

Vehicle. Every device in, upon, or by which any person or property is or may be transported on a public roadway. The term includes an operable or inoperable automobile, truck, motorcycle, recreational vehicle, or trailer, but does not include a device moved by human power or used exclusively on a stationary rail or track.

Winching. The use of a winching device to move a vehicle from ditches, fields, culverts, or ravines, and vehicles that have rolled or have come to rest on top of another vehicle or person, but does not include the normal loading of a vehicle for tow.

Wrecker. Shall have the same definition as "tow truck."

Sec. 8.06.004 Certificate of registration for non-consent towing required; application.

(a) It shall be unlawful for a person to operate a tow truck that performs non-consent or incident management towing in the city unless the person has a certificate of registration issued by the chief of police, except as provided in subsection (c) below.

(b) An applicant for a certificate of registration to perform non-consent or incident management towing shall submit, on a form provided by the chief of police, a verified application containing or accompanied by the following:

(1) The true name, trade name, principal business address, and telephone number that is answered twenty-four (24) hours a day, of the towing company.

(2) The list of tow trucks proposed to be operated by the towing company, including but not limited to the motor vehicle identification number, make, and unit number from the tow company applying for the certificate of registration.

(3) The name of the owner(s) of the tow company, partners and/or corporation officers.

(4) A certificate of public liability and property damage insurance, for each tow truck to be registered, issued by a casualty company authorized to do business in the state, in the standard form approved by the city attorney, containing a provision that at least ten (10) days' prior notice of cancellation of said insurance shall be given to the chief of police by the insurance company, and with the insured provision of such policy including the city as an additional insured and the coverage provision insuring members of the public from any loss or damage that may arise to any person or property by reason of the operation of a certificate holder's business, and providing that the combined single limit liability insurance coverage amount for bodily injury to or death of an individual per occurrence, loss or damage to property shall be $300,000.00 for tow trucks whose gross vehicle weight is less than 26,000 pounds and $500,000.00 for tow trucks whose gross vehicle weight is 26,000 pounds or more.

(5) A certificate of on-hook cargo insurance to cover damage to a towed vehicle during hookup and/or towing in the minimum amount of fifty thousand dollars ($50,000.00).

(6) A copy of a vehicle storage facility license issued by the state department of transportation pursuant to the Vehicle Storage Facilities Act, chapter 2303, Texas Occupations Code, as now enacted or as hereafter amended.

(7) A copy of the motor carrier certificate of registration issued by the state department of transportation.

(8) No company, owner, operator, or entity, regardless of the number of Doing Business As identifiers may occupy more than one (1) position on the non-consent or incident management tow rotation.

(9) A fee as provided in the fee schedule in appendix A of this code.

(c) This section does not apply to nor prohibit a tow company which obtained a motor carrier certificate of registration from the state department of transportation, and having a place of business outside the incorporated city limits, from making a "consent tow" within the city.

Sec. 8.06.005 Issuance of certificate of registration; expiration; carrying in tow trucks

(a) Issuance or denial. The chief of police or authorized designee shall register a tow company and issue a certificate of registration under this article which is determined to be in compliance with the requirements under section 8.06.004. However, the chief of police may deny an application for a certificate of registration if the applicant:

(1) Has had a registration revoked under Texas Transportation Code section 643.252, as now enacted or as hereafter amended;

(2) Operates a tow truck after the state registration has been revoked;

(3) Causes or allows the operation of a tow truck by an unlicensed driver on the public roadways;

(4) Operates a tow truck performing non-consent or incident management tows without a certificate of registration on the public roadways;

(5) Submits false information on a registration application;

(6) Fails to maintain insurance required by state law for the operation of a tow company or its equipment; or

(7) Other legal grounds exist for denying such certificate of registration.

(b) Expiration and renewal. Each certificate of registration issued shall expire at midnight one calendar year from the date of issuance, and will be renewable only upon compliance with the provisions of this article and any other applicable laws, ordinances, or regulations which shall be in effect at the time of the renewal application.

(c) Carrying in tow trucks. Each tow company which has received a certificate of registration under this article shall at all times carry a copy of its certificate of registration in each tow truck it operates.

(d) Updating of information. Each tow company which has received a certificate of registration shall be responsible for updating the information provided in the application by submitting supplemental information on forms provided by the chief of police. Failure to provide updated

information, such as, but not limited to, replacement or additions of tow trucks, driver's license suspensions or revocations, change in insurance company, or expiration of the storage facility license, shall be grounds for suspension or revocation of a certificate of registration.

Sec. 8.06.006 Suspension or revocation of certificate of registration

The chief of police may suspend or revoke a certificate of registration issued under this article, or place a tow company on probation, if the tow company or any of its tow trucks fail to comply with state law or the requirements set out in this article, or for any other lawful reason.

Sec. 8.06.007 Rotation list established for non-consent or incident management towing

(a) The chief of police shall establish and maintain a rotation list, from which tow trucks shall be picked to answer calls for non-consent or incident management towing. Each tow company who applies and meets the requirements herein shall be entitled to one (1) place on said list. The names of the towing companies on the list shall be listed in numerical order, beginning with the date the application is approved.

(b) It shall be unlawful for any tow company to operate tow trucks under a different company name for purposes of gaining additional towing on the established rotation list.

Sec. 8.06.008 Rotation list qualifications; maximum fees

(a) Requirements for participation. A tow company may participate on the rotation list if the tow company meets the following requirements:

(1) It has registered and received a certificate of registration and inspection sticker for each tow truck it owns or will use while on the rotation list under this article.

(2) It owns, leases, or otherwise lawfully possesses and operates a storage facility located within the full, ~~or~~ limited purposes annexation, within 10 miles from city hall where all motor vehicles are towed on behalf of the city or private property tows shall be stored areas of the city where all motor vehicles towed on behalf of the city or private property tows shall be stored at all times and which:

(A) Is enclosed by a permanent eight (8) foot privacy fence that is constructed according to the city building regulations as now enacted or as hereafter amended; and

(B) Has a gate which is locked when there is no attendant on duty or after normal business hours.

(3) It maintains at least one (1) tow truck.

(4) It maintains twenty-four (24) hour tow service and a local telephone number which is answered twenty-four (24) hours a day.

(5) It is able to respond to any location in the city within thirty (30) minutes of being notified by telephone. Tow trucks 2-1/2 tons or more in size must be able to respond within forty-five (45) minutes after notification.

(6) It has someone available twenty-four (24) hours a day to release any vehicle impounded within thirty (30) minutes of a request by the owner or the police department.

(7) It or the owner of the leased storage facility holds a license issued by the state department of transportation pursuant to the Vehicle Storage Facility Act, chapter 2303, Texas Occupations Code, as now enacted or as hereafter amended.

(8) It submits an application for placement on the rotation list.

(b) Application for placement on rotation list. A tow company shall submit a verified application for placement on the rotation list, on a form provided by the chief of police, containing or accompanied by the following:

(1) A copy of a vehicle storage facility license issued by the state department of transportation for a storage facility within the city.

(2) A list of all drivers and drivers' driving records, obtained from the state department of public safety; said list shall be updated as new drivers are added or when a driver's license is suspended or revoked.

(3) A city certificate of insurance form indicating general liability in the amount of $1,000,000.00, in addition to the insurance requirements under section 8.06.004(b)(4).

(4) A certificate from the appropriate tax assessor-collector agency that certifies that all city taxes on all properties, real and personal, to be used in connection with the applicant's towing company are current. The certificate shall list the name of the towing company, its subsidiaries or assumed names.

(c) Maximum fees. The following maximum fees may be charged by tow companies under this article for the use of tow trucks on the rotation list for non-consent and incident management tows, any fees in addition to normal tow rate must be signed off by the officer in charge of the incident:

(1) ~~Regular or flat-bed tow: $120.00.~~

~~(2) Additional labor: $60.00.~~

~~(3) Heavy duty tow (over 26,000 pounds): $560.00.~~

~~(4) Standby (after first hour): $55.00.~~

~~(5) Winching: $35.00.~~

Light Duty Tows (Less than 10,000 pounds)
$225.00

Medium Duty Tows (10,000 > 25,999 pounds)
$400.00
$300.00 Attached trailer/heavy loads (in addition to $425.00)

Additional Fees Applicable for Light and Medium Duty Tows

$40.00 For necessary use of dollies/flatbed.
$60.00 Wait time (Per hour, after the first hour. Billed at 30-minute intervals).
$60.00 Extra labor, per person per hour.
$60.00 Clean up (per hour, after first hour on scene).
$25.00 No Keys
$100.00 Winching- For more than 1 hook up to same vehicle.

Heavy Duty Tows (In excess of 26,000)
$800.00 Vehicle only
$500.00 Off Load / Haul Trailer
$300.00 Air Bags (per bag/per hour / Maximum of $4,000)
$100.00 Wait time ($25 per 15 minutes after the first hour)
$100.00 Fork lift (per hour)
$100.00 Additional Labor to assist primary driver per man hour.

Rental + 35% Special Equipment

Maximum vehicle storage fees shall be determined by Texas Department of Licensing and Regulation rule.

(d) Removal from rotation list. A tow company will automatically be removed from the rotation list on the expiration date of its certificate of registration, as provided in section 8.06.005, and will be placed back on the list only upon compliance with the provisions of this article and any other applicable laws, ordinances, or regulations which shall be in effect at the time of the renewal request application.

(e) Updating of information. Each tow company having a place on the rotation list shall be responsible for updating the information provided in the application by submitting supplemental information on forms provided by the chief of police. Failure to provide updated information, such as, but not limited to, replacement or addition of tow trucks, driver's license suspensions or revocations, change in insurance company, change in storage facility, or expiration of a storage facility license, shall be grounds for suspension or removal from the rotation list.

Sec. 8.06.009 Suspension or removal from non-consent rotation list

The chief of police may suspend or remove a tow company from a place on the rotation list pursuant to this article if a tow company or any of its tow trucks fails to comply with any of the requirements in this article.

Sec. 8.06.010 Requirements for obtaining inspection sticker

(a) In order to receive an inspection sticker, each tow truck shall meet the following minimum requirements:

(1) Shall have a capacity of not less than one (1) ton.

(2) Shall display in a permanent manner the name and twenty-four (24) hour phone number of the holder of the certificate of registration on both sides of each tow truck.

(3) Shall display in a permanent manner the names of the tow companies listed on the certificate of registration as affiliates.

(4) Shall be in a condition such that it can be safely and reliably used as a tow truck.

(5) Shall include the manufacturer's certificate and be equipped with a power operated winch, winch line and boom with a rated or tested lifting capacity of not less than eight thousand (8,000) pounds single line capacity.

(6) Shall carry at all times the following standard equipment:

(A) Slings and/or tow bars along with "J" hooks and chains.

(B) Safety chain.

(C) 10 lb. fire extinguisher (or the equivalent).

(D) Shovel.

(E) Wrecker bar.

(F) Broom.

(G) Dolly (except for slide bed tow trucks).

(H) Ropes or other device for securing the steering wheel.

(I) Overhead visa-bar or beacon type light visible from the front and rear.

(J) Tow lights.

(7) Any other information [equipment] the chief of police may determine is necessary for the safe operation of a tow truck under this article.

(b) An inspection sticker shall be denied if the safety requirements provided for in this section are not met.

(Ordinance 09-010-00 adopted 7/16/09)

Sec. 8.06.011 Issuance of inspection sticker; expiration; display

(a) Issuance or denial; fee. The chief of police or authorized designee shall issue an inspection sticker for a tow truck if in compliance with the requirements under section 8.06.010. An inspection fee as provided in the fee schedule in appendix A of this code is required and shall be charged for each tow truck inspected. The inspection fee is nonrefundable and shall be paid whether or not the tow truck passes inspection. The chief of police may deny the issuance of an inspection sticker on the same grounds as provided for in section 8.06.005(a)(1) through (7). (Ordinance 09-010-00 adopted 7/16/09; Ordinance adopting Code)

(b) Expiration and renewal. Each inspection sticker issued shall expire one year from the date of issuance and will be renewable only upon compliance with the provisions of this article and any other applicable laws, ordinances, or regulations which shall be in effect at the time of the renewal application.

(c) Display. Each tow truck which has received an inspection sticker under this article shall prominently display it on the back windshield.

(d) Compliance with safety requirements. Each tow company which has received an inspection sticker for a tow truck shall be responsible for keeping the tow truck in compliance with the safety requirements provided for in section 8.06.010, at all times. Failure to comply with the safety requirements provided for in section 8.06.010 shall be grounds for suspension or revocation of an inspection sticker.

Sec. 8.06.012 Suspension or revocation of inspection sticker

The chief of police may suspend or revoke an inspection sticker issued under this article, or place a towing company on probation, if the tow company or any of its tow trucks fail to comply with state law or the requirements set out in this article, or for any other lawful reason.

Sec. 8.06.013 Inspection of wrecker equipment and storage facilities

Any towing company, certificate holder, or applicant, by virtue of making an application with the city, agrees to allow, during normal business hours, the inspection of tow trucks, tow equipment, and storage facilities for compliance under this article. This authority shall be cumulative of any other authority held by the chief of police, other law enforcement officials, or other legally authorized public officials.

Sec. 8.06.014 Procedures for selection of towing company

(a) When the police officer investigating a crash determines that (i) any vehicle involved in a crash is unable to safely proceed under its own power, or (ii) the driver of any vehicle involved in a crash is physically unable to safely move the vehicle to a location where it will not create a traffic hazard, such officer shall request the owner to designate a tow company which he/she desires to remove the vehicle.

(1) Such designation by the owner will be indicated in writing on a form provided by the chief of police and signed by the owner.

(2) When the designation has been properly made, the police officer shall communicate the name of the designated towing company, auto repair shop, automobile dealer, or automobile club to the communications center.

(3) The communications center shall cause the designated towing company, auto repair shop, automobile dealer, or automobile club to be called and directed to send a tow truck capable of removing the vehicle.

(4) If the designated towing company, auto repair shop, automobile dealer, or automobile club does not have available a tow truck of the type required to move a vehicle, the owner will be requested to make another designation.

(b) If the owner of a vehicle is (i) physically unable to designate the towing company, auto repair shop, automobile dealer, or automobile club he desires to remove the vehicle, (ii) fails or refuses to designate one, (iii) has no preference, or (iv) is not available, then the police officer shall communicate that fact to the police communications center, and advise as to the type of tow truck required.

(1) Such designation by the owner will be indicated in writing on a form provided by the chief of police and signed by the owner if he/she is physically able. If the owner is not able or is not available, the police officer shall so indicate by a notation on the form.

(2) The communications center shall call the tow company next in line on the rotation list after the last towing company so called and request the towing company to tow the vehicle from the scene.

(3) On each succeeding communication or the inability or refusal of a towing company to send a tow truck, the next towing company on the rotation list shall be called. After the last towing company on said list has been called, the next such call shall go to the first towing company on said list.

(4) When no towing company on the rotation list is available or the type tow truck needed is not available, officers will notify the communications center and request the next available tow truck from the county rotation list.

(c) If the towing company, after arrival at the scene, determines, in conjunction with the police officer in charge, that assistance is needed, then the police officer shall communicate that fact to the communications center, which shall proceed under subsection (a) or (b)(4) of this section.

(d) Failure of any towing company selected under subsection (a) or subsection (b) of this section to deliver a tow truck to the scene within thirty (30) minutes of notification, or forty-five (45) minutes for a tow truck 2-1/2 tons or more in size, without justification acceptable to the police officer on the scene, shall cause the tow company to forfeit that call. Additionally, the chief of police shall have the discretion to suspend or revoke a tow company from a place on the rotation list for failure to timely respond.

(e) In any circumstance in which a vehicle or other object is so located on a public street as to constitute a hazard or obstacle, or to interfere with traffic, or in the event a stolen vehicle is found or in any other circumstance in which a police officer in the course of his duty directs the removal of a vehicle from or to any location, any police officer may require its removal at the owner's expense, by any practicable means, including but not limited to use of a towing company selected by the owner, or, failing that, selected by the use of the rotation list.

Sec. 8.06.015 Unlawful for police to influence selection

It shall be unlawful for a police officer to directly or indirectly recommend to any person the name of any towing company, auto repair shop, automobile dealer, or automobile club engaged in the towing business, nor shall any such police officer influence or attempt to influence in any manner the decision of any person in choosing or selecting a towing company, auto repair shop, automobile dealer, or automobile club.

Sec. 8.06.016 Parking of tow truck at scene of crash

Whenever a tow truck arrives at the place where a motor vehicle has been disabled by a crash, the tow truck driver shall park his tow truck as close to the street curb as possible and otherwise dispose of it in such a manner as not to interfere with traffic. The tow truck driver shall not park the tow truck within a distance of fifty (50) feet from a wrecked or disabled vehicle, unless permitted to do so by a police officer.

Sec. 8.06.017 Tow truck drivers to obey orders of police officer

It shall be unlawful for the driver of any tow truck arriving at the place where any crash has occurred or when a police officer has summoned a tow truck for a non-consent or incident management tow to disobey any lawful order given them by any police officer of the city investigating such crash or to interfere in any manner with such officer in the performance of his/her duty.

Sec. 8.06.018 Duty to remove debris

It shall be the duty of each tow truck driver that removes a wrecked, damaged, or disabled vehicle from the place where a crash has occurred to clear and remove any and all debris, parts, fluids, or glass accumulated as a result of the crash from the street, right-of-way, or adjacent properties.

Sec. 8.06.019 Solicitation prohibited

It shall be unlawful for any tow company or its employees to solicit in any manner, directly or indirectly, on the streets of the city, for towing business involving any vehicle which is crashed or disabled on a public street. This prohibition applies regardless of whether the solicitation is for the purpose of soliciting the business of towing, removing, repairing, wrecking, storing, trading, selling, or purchasing such vehicle. Proof of the presence of any person engaged in the towing business or of the presence of any tow truck, whether or not certified or identified under the provisions of this article, except a tow truck called pursuant to the provisions of this article, at or near the scene or site of a crash on any public street in the city after the crash occurs and prior to removal of all disabled or damaged vehicles shall be prima facie evidence of a solicitation in violation of this section.

Sec. 8.06.020 Administrative disposition of violations

In lieu of or in addition to any criminal prosecution or civil remedy for the violation of any provision of this article, the chief of police shall have, as to the holders of any certificate of registration or inspection sticker, or as to any applicant therefor, the duty and authority to enforce the provisions of this article by administrative action in accordance with the principles and procedures set forth hereinafter.

(1) The proper and safe functioning of towing companies has critical impact on the health, safety, and welfare of the public and involves use of the public streets of the city, often in circumstances necessitating prompt removal of dangerous obstructions to traffic on said streets. Accordingly, the privilege of any person to engage in the tow business in the city shall be subject to strict regulation in order to protect the public.

(2) For purposes of invoking any administrative remedy against a certificate holder, the acts or omissions of any agent or employee of said holder shall be considered to be the acts or omissions of said holder.

(3) Administrative remedies which the chief of police may employ to enforce the provisions of this article include, but are not limited to:

(A) Suspension or revocation of any certificate of registration or inspection sticker; or

(B) Suspension, revocation or removal of a tow company from the rotation list.

(4) Grounds for suspension or revocation of a certificate of registration include:

(A) Any conduct in the towing business which endangers the life or safety of any person;

(B) Repeated violations of the provisions of this article;

(C) Violation of the zoning ordinance or fire prevention code for one (1) week after notice of said violation has been given to said tow business by the building official, the fire marshal or other authorized official, respectively;

(D) Failure to maintain in effect any insurance required by this article; and

(E) Fraud or theft in the conduct of the towing business.

(5) Grounds for suspension or revocation of an inspection sticker include responding to a non-consent tow call when said tow truck:

(A) Is in such condition that it cannot safely tow a vehicle;

(B) Is not then covered by insurance as required in this article; or

(C) Does not then meet all requirements for an inspection sticker.

(6) Grounds for removal of a tow company from the rotation list include:

(A) Failure to meet at all times the requirements for a place on the list;

(B) Failure to maintain at all times at least one (1) tow truck in a condition that meets the requirements for an inspection sticker and for eligibility to be on the rotation list;

(C) Responding to a non-consent tow call with a tow truck which does not then meet the requirements of the rotation list;

(D) Driving a tow truck in response to a non-consent tow call in a manner which endangers the life or safety of any person;

(E) Driving a tow truck to a location to perform towing services in response to a call made by the communications center when the towing company is not the next company on the list; the towing company owning that tow truck shall be subject to removal from the list for a period of at least thirty (30) days;

(F) Collecting or charging any fees or charges in excess of those set out in this article;

(G) Violation of the zoning ordinance or fire protection ordinance, as determined by the building official, the fire marshal, or other authorized official, respectively;

(H) Failing to answer within the required time when called by the communications center; or

(I) Declining to respond to a call from the communications center to perform towing services.

Sec. 8.06.021 Appeals

(a) Suspension or revocation of certificate of registration. Suspension or revocation of a certificate of registration may be ordered by the chief of police. The reasons for suspension or revocation of a certificate of registration shall be given in writing to the certificate holder whose certificate of registration is being suspended or revoked within ten (10) days of such suspension or revocation. The mailing of such notice to the last known business address provided on the application of said certificate holder shall constitute sufficient notice. The notice shall provide an opportunity for a hearing before the chief of police on the suspension or revocation by filing a request for a hearing within five (5) days from the receipt of the notice. Pending a ruling by the chief of police, a certificate of registration that has been suspended or revoked shall be considered suspended or revoked. If a written request for a hearing is not filed within the required time, the suspension or revocation shall be final.

(b) Suspension or revocation of inspection sticker. Suspension or revocation of an inspection sticker may be ordered by the chief of police without notice. The reasons for suspension or revocation of an inspection sticker shall be given in writing to the towing company within five (5) days of such suspension or revocation. Faxing of such notice to the last known business fax number provided on the application of said towing company shall constitute sufficient notice. The notice shall provide an opportunity for a hearing before the chief of police on the suspension or revocation of the inspection sticker by filing a request for a hearing within five (5) days from the receipt of the notice. Pending a ruling by the chief of police, an inspection sticker that has been suspended or revoked shall be considered suspended or revoked. If a written request for a hearing is not filed within the required time, the suspension or revocation shall be final.

(c) Suspension or removal from rotation list. Suspension or removal from the rotation list may be ordered by the chief of police without notice. The reasons for suspension or removal from the list shall be given in writing to the towing company within five (5) days of such suspension or removal. Faxing of such notice to the last known business fax number provided on the application of said towing company shall constitute sufficient notice. The notice shall provide an opportunity for a hearing before the chief of police on the suspension or removal by filing a request for a hearing within five (5) days from the receipt of the notice. Pending a ruling by the chief of police, the towing company shall be considered suspended or removed from the list. If a written request for a hearing is not filed within the required time, the suspension or removal shall be final.

(d) Reissuance of certificate of registration. If, after a certificate of registration has been suspended or revoked, the condition for which it was suspended or revoked has been corrected, and proof of such correction is made to the chief of police, then a new certificate of registration shall be issued upon proper application, fee payment, and proof of meeting all requirements therefor.

(e) Appeals from ruling by chief of police. Appeals from a ruling by the chief of police shall be made in writing to the city manager within twenty (20) days of such ruling. A hearing or personal

appearance shall be at the discretion of the city manager. Written notice of the ruling of the city manager shall be given to the certificate holder within thirty (30) days of the date of the appeal. Pending a ruling by the city manager, a certificate of registration or inspection sticker that has been suspended or revoked or a towing company that has been suspended or removed from the rotation list shall be considered suspended, revoked or removed. If a written request to appeal is not filed within the required time, the suspension, revocation or removal shall be final.

(f) Reissuance of inspection sticker. If an inspection sticker is revoked, a new inspection sticker shall not be issued for that tow truck for a period of at least six (6) months from the date of revocation, unless otherwise authorized by the chief of police.

Sec. 8.06.022 General prohibitions

(a) It shall be unlawful for any person to drive, or cause to be driven, a tow truck to or near the scene of a crash on a street within the city unless such person has been called to the scene by the police department or by a party involved in the crash; provided, however, that the prohibition of this subsection shall not be applicable when such actions are necessary to prevent death or bodily injury to any person involved in a crash.

(b) It shall be unlawful for any person to engage in non-consent tows in the city unless such person possesses a current, valid certificate of registration. The police department shall be authorized to summon tow trucks without a certificate of registration in emergency situations or as an operational necessity.

(c) It shall be unlawful for any person to operate a tow truck in the city unless it is equipped as required by state law, and section 8.06.010 herein, if the towing company is participating in the rotation list, as described herein. A tow truck and its required equipment shall be in safe operating condition at all times when the tow truck is operating on the public roadway.

Sec. 8.06.023 Removal of vehicles from private property

The driver of a tow truck who removes a vehicle from private property under this article shall notify the city police department within 30 minutes of such removal and the registered owner within seventy-two (72) hours. The information to be provided in such notification shall include:

(1) The date, time and location of the removal;

(2) The physical description and license or registration number of the vehicle;

(3) The name of the certificate holder which performed the removal; and

(4) The storage location of the vehicle.

Sec. 8.06.024 Repossession of vehicles

The driver of a tow truck who removes a vehicle for the purpose of repossessing the vehicle shall be required to do the following:

(1) Contact the police department prior to making such repossession; and

(2) Present a written notice from the lienholder requesting such repossession, which shall include the following information:

(A) The name of the owner of said vehicle;

(B) The date, time and location of the removal;

(C) The physical description and license or registration number of the vehicle;

(D) The name of the certificate holder which is to perform the removal; and

(E) The storage location of the vehicle.

Sec. 8.06.025 Vehicle owner notification and documentation by companies storing vehicles

It shall be the responsibility of the towing company who stores vehicles in the city to comply with Vehicle Storage Facilities Act, chapter 2303, Texas Occupations Code, and, as appropriate, Abandoned Motor Vehicles, chapter 683, Texas Transportation Code, as now enacted or as hereafter amended.

Sec. 8.06.026 Towing fee study

A "towing fee study" is a study to determine the fair market value of a non-consent tow and incident management tow originating in the city, considering financial information provided to the city by the towing company requesting the study.

(1) A towing company may request that the city conduct a towing fee study by filing a written request with the city manager by certified mail, return receipt requested, or by hand delivery.

(2) Within 90 days after the filing of an initial request, additional towing companies may join the request by filing written requests in accordance with subsection (1).

(3) The city shall conduct a towing fee study if the initial requestor and the additional requestors, if any:

(A) Accounted for not less than 50 percent of the non-consent tows or incident management tows performed in the city during the preceding twelve-month period, as determined by the city manager; and

(Ordinance 09-010-00 adopted 7/16/09)

(B) Deposit with the city manager a fee as provided in the fee schedule in appendix A of this code.

(4) If the towing fee study is not conducted, the city shall refund the fee, less an administrative fee as provided in the fee schedule in appendix A of this code.

(Ordinance 09-010-00 adopted 7/16/09; Ordinance adopting Code)

(5) Each towing company requesting the towing fee study shall cooperate with the city to conduct the study. Each such towing company shall provide to the city information determined by the city finance department to be reasonably necessary to determine the fair market value of towing services regulated under this article.

(6) The city finance department shall complete a towing fee study not later than the 120th day after receiving all information required under subsection (5).

(7) The city finance department shall present to the city council the results of the towing fee study. The city manager shall give to each towing company that owns or leases tow trucks registered with the city written notice of the time, date, and location of the city council meeting at which the study is to be considered. The notice must be sent by United States regular mail to the towing companies' addresses listed in the latest registration applications on file with the chief of police.

(8) Based on the results of the towing fee study, the city council may change the non-consent towing and incident management fees. The maximum fees must represent the fair market value of the services of a towing company performing non-consent and incident management tows originating in the city.

(9) The city is not required to conduct more than one towing fee study within a two-year time period, measured from the date the city council most recently considered a towing fee study.

Sec. 8.06.027 Prohibited charges

A towing company may not charge or attempt to charge a fee related to non-consent or incident management towing under this article:

(1) In excess of the fee established;

(2) For a service not performed or equipment not used; or

(3) That is not authorized by this article.

Sec. 8.06.028

City Owned and Operated Vehicles

A tow company who is authorized to participate in the non-consent or incident management tow rotation shall agree to waive storage fees on vehicles under a valid law enforcement hold. Once the hold is released by an authorized law enforcement official, storage fees may be collected from the registered owner, beginning from the date the registered owner is notified that the hold has been removed. Additionally, rotation towing companies shall provide the following listed services to any City of Hutto owned or operated vehicle at the prescribed rates:

$25.00	Change a flat tire within the extraterritorial jurisdiction of Hutto.
$25.00	Jump start vehicle.
$50.00	Tow any light duty vehicle within the extraterritorial jurisdiction of Hutto.
$125.00	Tow a vehicle outside the extraterritorial jurisdiction of Hutto (plus $4 per loaded mile).

SECTION 4. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

SECTION 5. The provisions of this Ordinance are severable, and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, then the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

SECTION 6. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all in accordance with and as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act.

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

CITY OF HUTTO

_____
Mike Snyder, Mayor

ATTEST

_____
Angela Lewis, City Secretary