City of Hutto

Agenda

City Council Work Session

Thursday, December 19, 2024 at 6:00 PM

Executive Conference Room, City Hall – 500 W. Live Oak Street

1. **CALL SESSION TO ORDER**
2. **ROLL CALL**
3. **OTHER BUSINESS**
   - 3.1. Discussion of proposed amendments to the Hotel Occupancy Tax (HOT) Funds Use Policy including, but not limited to the: application window, application form, and review and award timing and process. (Cheney Gamboa)
   - 3.2. Discussion and possible action related to Work Session topics
4. **ADJOURNMENT**
5. **CERTIFICATION**

I certify that this notice of the December 19, 2024 Hutto City Council meeting was posted in accordance with the Texas Open Meetings Act on the City of Hutto website (huttotx.gov) and the City Hall bulletin board (500 W. Live Oak Street) on December 13, 2024 before 5:30 P.M.

Laura Hallmark

Laura Hallmark

The City of Hutto is committed to complying with the Americans with Disabilities Act. The Hutto City Hall is wheelchair accessible. Requests for reasonable special accommodations must be made 48 hours prior to the meeting. Please email the City Secretary's office at Laura.Hallmark@huttotx.gov or call (512) 759-4839 for assistance.

AGENDA ITEM REPORT
3.1.

To:	City Council
Subject:	Discussion of proposed amendments to the Hotel Occupancy Tax (HOT) Funds Use Policy including, but not limited to the: application window, application form, and review and award timing and process. (Cheney Gamboa)
Meeting:	Thursday, December 19, 2024
Department:	Economic Development /
Staff Contact:	Cheney Gamboa

BACKGROUND INFORMATION:

As of December 13, 2024, the City of Hutto has $1,074,603 in the Hotel Occupancy Tax Fund and is expected to grow in both the short-term with the addition of 2 new hotels planned and consistent interest from the hospitality sector to invest in Hutto. This fund had previously been used to support KOKEFest. In the absence of that event, a variety of departments have looked to use HOT funds to fund various events and initiatives in an effort to support all four of the strategic pillars (1. Collaborate for Operational Excellence and Efficiency; 2. Maintain Financial Stability; 3. Grow Responsibly and Sustainably; 4. Create the Highest Quality of Life). Upon review of the current HOT Funds Use Policy, staff found several areas for improvement including: updating the application window, evaluation, and award of funds to support a more efficient process and align with the City's budget processes. The current policy refers to an application and review process, but an application form and review criteria are not specified. The addition of both of these items would ensure a more consistent process for applicants, reviewers and City Council as they consider and award projects. Regarding the accounting and compliance portion of receiving, allocating and administering HOT Funds, there is an opportunity to provide more detail to ensure fair and accurate implementation of a HOT Funds Use program. At present, the HOT funds go into the corresponding fund within the City, but are not allocated annually to the more detailed funding areas as specified by the State Comptroller.

SUMMARY OF REQUEST:

Staff requests feedback and direction on proposed amendments including:

1. Application Form
2. Application submittal window (dates)
3. An exception rule and process
4. Review process
5. Award process
6. Compliance
7. Accounting and reporting of HOT Funds
8. Communication of HOT Fund Policy to eligible entities

9. Allocation of HOT Funds revenues

Staff also requests February 6, 2025 as the future City Council meeting date to bring back the amended policy for consideration.

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. 2014 HOT Policy_Amended 2014 via_R-14-06-19-8A1
2. HOT Funds Policy Amendment AIR_11.7.24
3. HOT_Application_2017-18
4. DRAFT-HOT Application Criteria
5. CC 12.19.24 Workshop-Item Summary

RESOLUTION NO. R-14-06-19-8A1

A RESOLUTION AMENDING THE CITY OF HUTTO HOTEL OCCUPANCY TAX USE POLICY DATED APRIL 5, 2012

WHEREAS, the City of Hutto assumes a financial responsibility to its citizens to utilize public funds as prescribed by law; and

WHEREAS, the City of Hutto developed a Hotel Occupancy Tax Use Policy to provide guidelines relating to the use of Hotel Occupancy Taxes collected in accordance with Chapter 351 of the Texas Tax Code; and

WHEREAS, the City of Hutto wishes to amend the Hotel Occupancy Tax Use Policy and Application Packet to meet best practices; and

WHEREAS, the City of Hutto Hotel Occupancy Tax Use Policy includes a definition for eligibility of funding, procedure and timeline for the application period, and disbursement of funds. The Application Packet will include a cover letter summarizing the process, application, checklist, copy of Chapter 351 of the Texas Tax Code, and lodging directory ; and

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

That the Hutto City Council hereby approves the Hotel Occupancy Tax Use Policy and Application Packet as presented.

RESOLVED this **19th** day of **June, 2014.**

CITY OF HUTTO, TEXAS

Debbie Holland

Debbie Holland, Mayor

ATTEST:

Christine Martinez

Christine Martinez, City Secretary

CITY OF HUTTO
POLICY AND PROCEDURES

HOTEL OCCUPANCY TAX USE POLICY

I. Objective

The purpose of the policy is to provide guidelines relating to the use of Hotel Occupancy Taxes collected in accordance with Chapter 351 of the Texas Tax Code. The policy shall be adopted by the City Council and will be amended as needed.

II. Scope

This policy further outlines the use of hotel occupancy tax revenue to promote tourism and the convention and hotel industry.

The Hotel Occupancy Tax Policy is only intended to provide further clarification and guidance on use of collected Hotel Occupancy Tax revenues. State law shall prevail. Any changes to Chapter 351 of the State of Texas Tax Code shall supersede the City Policy.

III. Definitions

"Disbursement" - Disbursement is defined as payment to any "organization" for reimbursement of approved expenses in accordance with the City policy and state law.

"Fiscal Year" - The fiscal year shall mean the period between October 1 and September 30 of each year.

"Hotel Occupancy Tax" - The City levies a tax upon the occupant of any room or space furnished by any hotel where such costs of occupancy is at the rate of two dollars ($2.00) or more per day, such tax to be equal to seven (7) percent of the consideration paid by the occupant of such room, space or facility to such hotel, exclusive of other occupancy taxes imposed by other governmental agencies (Code of Ordinances Section 11.04).

"Municipality" - Municipality shall mean the City of Hutto.

"Organization" - Organization shall mean any person, governmental entity, or private organization requesting use of Hotel Occupancy Tax Revenues.

"Revenues" - Shall be defined as Hotel Occupancy Tax revenues.

IV. Uses

The following are permitted uses of Hotel Occupancy Tax revenues, in accordance with Chapter 351 of the Texas Tax Code Section 351.101(a) and this policy. The percentage breakdown between uses is intended to provide a general guideline and may be annually modified by the City Council without amendment to this policy.

A. Convention and Visitor's Bureau

(1) The acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information.

(2) The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.

(3) Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.

While the City of Hutto does not currently operate a Convention and Visitor's Bureau, the City must set aside a minimum of 10% and no more than 15% of annual revenues for Convention and Visitor's Bureau type activities including printing and dissemination of information related to promoting Hutto, Texas. In order to be eligible, the bulk of advertising and promotional materials must be circulated in areas outside of the City so as to increase tourism to Hutto.

The City Manager, or his designee, shall administer the funds related to this function and has the authority to use Hotel Occupancy Tax Funds to provide convention and visitor's bureau services up to $3,000.

B. Promotion of the Arts

(1) The encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

No more than fifteen percent (15%) of annual Hotel Occupancy Tax revenues will be set aside for this purpose.

C. Historical Restoration and Museums

(1) Revenues may be used for historical restoration and preservation projects or activities advertising and conducting solicitations and promotional programs to encourage tourists to visit preserved historic sites or museums located within the municipality.

Funding will be considered on a case-by-case basis for this category.

D. Sporting Event Promotion

(1) Revenues may be used for promotion of sporting events in which the majority or participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.

Sporting event promotion will be given the same funding consideration as outlined for advertising and conducting solicitations and promotional programs in Section A(3).

E. Enhancement of Existing Sports Facilities

(1) Revenues may be used for the promotion of tourism by the enhancement and upgrading of existing sports facilities or fields, including facilities or fields for baseball, softball, soccer, and flag football so long as:

(a) the municipality owns the facilities or fields;
(b) the municipality meets population requirements defined in Chapter 351 of the Tax Code (Section 351.101 (a.7);
(c) the sports facilities and fields have been used, in the preceding calendar year, a combined total of more than ten (10) times for district, state, regional, or national sports tournaments.

Hotel Tax revenues may be pledged for the repayment of bonds. The City Council may set aside up to seventy-five percent (75%) of Hotel Tax revenues for repayment of bonds issued for construction related to this policy.

F. Signage

Hotel Tax revenues may be used to construct signage directing the public to sights and attractions that are visited frequently by hotel guests in the municipality.

G. Fund Balance Requirement

The City shall strive to maintain a fund balance of twenty-five percent (25%) of estimated annual Hotel Occupancy Tax revenues. Fund balance may be used for eligible expenses at the City Council's discretion.

V. Procedure

A. Eligibility

(1) Any organization, non-profit, or entity may apply for funding.

(2) The applicant must be located in the City's corporate limits, extra-territorial jurisdiction, or in sufficiently close proximity as to reasonably attract tourists to the City.

(3) The applicant must demonstrate that the funds will be used to promote the tourism, convention and hotel industry for the Hutto region.

(4) The applicant must be an organization or corporation governed by a board of directors or a business applying for a public project to support tourism efforts within the City

(5) The applicant must be a legal entity with legal capacity to enter into contracts.

(6) The applicant must demonstrate that the programs and/or events are open and appropriate for the general public.

(7) The applicant must demonstrate that they are in good financial standing and that financial safe guards are in place to protect public funds.

B. Use of Funds

Organizations must use granted Hotel Occupancy Tax revenues in accordance with this policy and Chapter 351 of the Tax Code. Applicants must demonstrate that the disbursement will directly enhance and promote tourism by attracting visitors from outside of Hutto into the City or its vicinity.

The applicant must present reasonable evidence that the request will increase overnight stays in Hutto. Any funded applicant must notify overnight lodging establishments of the upcoming event. Any promotional material must reference Hutto lodging establishments.

C. Application Process

The City Council will accept applications for funding consideration June 30 through August 15, annually. Applications will be considered by the City Council and funding approved prior to September 30. The applicant may be requested to present the funding request to the City Council.

D. Financial Information

To be eligible to receive funds, organizations must demonstrate that they are in good financial standing and that they will act as responsible stewards of public funds.

(1) Organizations must include their most recent audited financial statements with the application, unless they are a newly formed organization.

(2) Organizations must also demonstrate that it maintains internal financial controls that will allow for proper tracking, accounting, and reporting of Hotel Occupancy Tax revenues and related expenditures. The organization must include a copy of their financial policies with the application.

(3) Organizations must keep Hotel Occupancy Tax revenues in a separate account so that revenues may not comingle with any other money, as defined in Section 351.007(b) of the State of Texas Tax Code.

(4) For events funded through Hotel Occupancy Tax revenues, organizations must provide proof of insurance. The organization must forward Certificates of Insurance to the City prior to the event. Reimbursements may be withheld if the organization fails to provide. The insurance required shall be procured and maintained in full force and effect for the duration of the Contract. Certificate Holder shall be the City of Hutto at 401 West Front Street, Hutto TX 78634.

At the request of the Organization, the City Council may waive this requirement when the agreement is considered.

E. Audit

The City of Hutto may, at any time, inspect the books or records of the organization that may related to the use of Hotel Occupancy Tax revenues. The City, at its sole expense, has a right to audit any report or document submitted by the organization to the City by giving thirty (30) days prior written notice to the organization of its intention to do so.

F. Evaluation of Applications

(1) Review of eligibility - Once an application is received, the City will review the application to ensure that all information has been submitted and that the application is complete. Any deficiencies to the application will be submitted, in writing, to the organization. No application will be presented for Council consideration if deficiencies are present.

(2) Council Review - If the application is found to be complete, the request will be brought forward to the City Council for consideration. The organization may be requested to be present during Council consideration to provide more information and/or clarification.

The City Council may only award funds for uses that comply with Chapter 351 of the Texas Tax Code and this policy. Sufficient funds must be available before the Council may award funding.

(a) Conflict of Interest - Any City Councilmember shall excuse themselves from voting on a funding request for an organization with which they are affiliated.

(b) Evaluation Criteria - The City Council will use the following criteria to evaluate requests:

1) Visitor Appeal
2) Program Quality
3) Others as defined by the City Council

(3) Funding Contract - If funding is awarded, the City Council will authorize a funding contract with the organization. The organization must return two signed original funding contract documents to the City prior to the event. Failure to return the executed agreements shall be deemed a rejection of the offer for funding by the City Council and the offer shall be deemed withdrawn.

G. Reporting

Funded organizations will be required to submit a report detailing the use of Hotel Occupancy Tax revenues. Copies of receipts shall be provided for expenses to be reimbursed using Hotel Occupancy Tax revenues. Only expenses that meet Chapter 351 of the Tax Code and this policy shall be reimbursed. The City shall not make reimbursements for expenses where no receipt or invoice is provided.

Organization's provided funding for a one-time expense or event will be required to submit a report within thirty (30) days of the event. Reimbursements may be issued within forty-five (45) days of receiving the complete report. Partial or incomplete reports will not be accepted.

Organization's that are provided funding for ongoing promotion and multiple events will be required to submit a report each quarter.

Reports should provide information on the event including total revenues, total expenses, estimated number of attendees versus expected, financial impact of the event, etc. Reports shall be in a form that is acceptable to the City Manager.

The City of Hutto, Texas is under no obligation to allocate any portion of collected Hotel Occupancy Tax revenues unless the City enters into a funding contract. The adoption of this policy shall at no time be deemed to create any expectation that funds will be allocated to any one or more of the applicants. Award of funds does not guarantee future funding. The City may enter into other agreements above and beyond this policy in pursuit of economic development at the City Council's discretion. The City Council shall have the final decision regarding the allocation of funds pursuant to this policy.

AGENDA ITEM REPORT
13.1.

To:	City Council
Subject:	Consideration and possible action on Resolution No. R-2024-288 seeking an amendment to the Hotel Occupancy Tax policy for the 2024 Trail of Lights (Jeff White)
Meeting:	Thursday, November 7, 2024
Department:	Parks and Recreation /
Staff Contact:	Jeff White

BACKGROUND INFORMATION:

The City of Hutto is planning to host its first ever Walking Trail of Lights at Adam Orgain Park, a festive celebration that brings the community together and attracts visitors to the area during the holiday season. This event, featuring light displays, holiday-themed activities, and entertainment, is designed to promote tourism and enhance the local holiday experience, benefiting both residents and businesses.

In the FY 25 budget, $45,000 funds were approved for the use of Hotel Occupancy Tax (HOT) fund (24-060-006-6204) to support the costs associated with the Trail of Lights. The request is for funding not to exceed $45,000, which will be used to cover expenses such as rental of light displays, programming costs, arts & crafts costs, and promotional efforts aimed at drawing more visitors to Hutto.

This request is to amend the current policy under *Section 5 Procures; C Application Process* with the addition that **City sponsored, or partner events are exempt from the application process and may be considered for funding by the City Council at any time during the year without meeting the application requirement.**

The HOT policy is being reviewed and changes will be brought back to the Council at the February 6, 2025, meeting.

The Texas Tax Code allows for the use of Hotel Occupancy Tax revenues to fund events and activities that promote tourism and bring overnight visitors to the area. As the Trail of Lights has the potential to attract tourists from surrounding communities, it qualifies as a valid use of these funds. By amending the current budget allocation of HOT funds, the City of Hutto will be able to provide a high-quality event that enhances the holiday season, supports local businesses, and draws visitors to the area, boosting the local economy.

The proposed amendment seeks City Council approval for the use of up to $45,000 from the Hotel Occupancy Tax fund to finance the 2024 Trail of Lights event.

AGENDA ITEM REPORT
13.1.

Informal request for quotes were sent out to 13 vendors on September 17, 2024, with an end date of October 15, 2024. There are no active Historically Underutilized Businesses in Williamson County that provide this service. Two quotes were received. Staff is recommending approval of the agreement with NXNW Lawns, LLC because they were the lowest qualified bidder.

SUMMARY OF REQUEST:

Staff is requesting an amendment to the current policy.

STAFF REVIEW:

Staff is reviewing the current policy and any changes will be brought back to the Council at the February 6, 2025, meeting.

FISCAL NOTES:

This event is included in the FY 2025 Budget as follows:

HOT Fund (24)
Account Number: 24-060-006-6204
Account Name: Christmas Walking Light Show at Adam Orgain
Budgeted Amount: $45,000

ATTACHMENTS:

1. Trail of Lights Resolution
2. HotelOccTax Policy
3. Service Contract
4. NXNW Bid
5. Received Quotes
6. City of Hutto - NxNW Lawns Form 1295

RESOLUTION NO. R-2024-288

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AMENDING THE ALLOCATION OF HOTEL OCCUPANCY TAX FUNDS TO SUPPORT THE 2024 TRAIL OF LIGHTS EVENT, AUTHORIZING FUNDING NOT TO EXCEED $45,000, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Hutto host the first ever Walking Trail of Lights event, which serves as a community-wide celebration during the holiday season and attracts visitors to the City; and

WHEREAS, the City Council of the City of Hutto recognizes the value of the Trail of Lights event in promoting tourism, enhancing the local holiday experience, and supporting local businesses; and

WHEREAS, the Texas Tax Code authorizes the use of Hotel Occupancy Tax (HOT) funds for events and activities that promote tourism and encourage overnight stays in the City; and

WHEREAS, the City Council finds that the allocation of up to $45,000 in Hotel Occupancy Tax funds to support the 2024 Trail of Lights is an appropriate and beneficial use of such funds; and

WHEREAS, the City of Hutto seeks to amend the allocation of HOT funds to ensure adequate resources are available for the successful planning and execution of the event.

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 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 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 Ordinance shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 7th day of November 2024 on vote of __AYES; ___NAYS; __ABSTENTIONS

City of Hutto, Texas

____
Mike Snyder, Mayor

ATTEST:

____
Laura Hallmark, City Secretary

RESOLUTION NO. R-14-06-19-8A1

A RESOLUTION AMENDING THE CITY OF HUTTO HOTEL OCCUPANCY TAX USE POLICY DATED APRIL 5, 2012

WHEREAS, the City of Hutto assumes a financial responsibility to its citizens to utilize public funds as prescribed by law; and

WHEREAS, the City of Hutto developed a Hotel Occupancy Tax Use Policy to provide guidelines relating to the use of Hotel Occupancy Taxes collected in accordance with Chapter 351 of the Texas Tax Code; and

WHEREAS, the City of Hutto wishes to amend the Hotel Occupancy Tax Use Policy and Application Packet to meet best practices; and

WHEREAS, the City of Hutto Hotel Occupancy Tax Use Policy includes a definition for eligibility of funding, procedure and timeline for the application period, and disbursement of funds. The Application Packet will include a cover letter summarizing the process, application, checklist, copy of Chapter 351 of the Texas Tax Code, and lodging directory ; and

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RESOLVED this **19th** day of **June, 2014.**

CITY OF HUTTO, TEXAS

Debbie Holland

Debbie Holland, Mayor

ATTEST:

Christine Martinez

Christine Martinez, City Secretary

CITY OF HUTTO
POLICY AND PROCEDURES

HOTEL OCCUPANCY TAX USE POLICY

I. Objective

The purpose of the policy is to provide guidelines relating to the use of Hotel Occupancy Taxes collected in accordance with Chapter 351 of the Texas Tax Code. The policy shall be adopted by the City Council and will be amended as needed.

II. Scope

This policy further outlines the use of hotel occupancy tax revenue to promote tourism and the convention and hotel industry.

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"Organization" - Organization shall mean any person, governmental entity, or private organization requesting use of Hotel Occupancy Tax Revenues.

"Revenues" - Shall be defined as Hotel Occupancy Tax revenues.

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(b) the municipality meets population requirements defined in Chapter 351 of the Tax Code (Section 351.101 (a.7);
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A. Eligibility

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(2) The applicant must be located in the City's corporate limits, extra-territorial jurisdiction, or in sufficiently close proximity as to reasonably attract tourists to the City.

(3) The applicant must demonstrate that the funds will be used to promote the tourism, convention and hotel industry for the Hutto region.

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To be eligible to receive funds, organizations must demonstrate that they are in good financial standing and that they will act as responsible stewards of public funds.

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(2) Organizations must also demonstrate that it maintains internal financial controls that will allow for proper tracking, accounting, and reporting of Hotel Occupancy Tax revenues and related expenditures. The organization must include a copy of their financial policies with the application.

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At the request of the Organization, the City Council may waive this requirement when the agreement is considered.

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(1) Review of eligibility - Once an application is received, the City will review the application to ensure that all information has been submitted and that the application is complete. Any deficiencies to the application will be submitted, in writing, to the organization. No application will be presented for Council consideration if deficiencies are present.

(2) Council Review - If the application is found to be complete, the request will be brought forward to the City Council for consideration. The organization may be requested to be present during Council consideration to provide more information and/or clarification.

The City Council may only award funds for uses that comply with Chapter 351 of the Texas Tax Code and this policy. Sufficient funds must be available before the Council may award funding.

(a) Conflict of Interest - Any City Councilmember shall excuse themselves from voting on a funding request for an organization with which they are affiliated.

(b) Evaluation Criteria - The City Council will use the following criteria to evaluate requests:

1) Visitor Appeal
2) Program Quality

GENERAL SERVICE AGREEMENT
CONTRACT NO. 2412

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this ______day of ______________________, _________.

BETWEEN:

CLIENT	**CONTRACTOR**
City of Hutto 500 West Live Oak Street Hutto, TX 78634 (The "Client")	North by Northwest Lawns 3801 Prairie Lane Austin, TX 78728 (The "Contractor")

1. PURPOSE:

The City of Hutto, a Texas municipality, desires to enter into a service agreement with, North By Northwest Lawns, LLC for, holiday lights and other necessary services (the "Services") in accordance with this Agreement. The Services in this Agreement will be utilized for the City of Hutto.

2. BACKGROUND:

a. The Contractor represents that it is in all respects, qualified, experienced, licensed, and able to provide the necessary Services to the Client.

b. The Client is of the opinion that the Contractor has the necessary qualifications, experience, licensing, and abilities to provide the necessary Services to the Client.

c. The Contractor agrees to provide such Services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

3. SERVICES PROVIDED/SCOPE OF SERVICES:

a. The Contractor shall carry out in a professional and prudent manner all of the Services required by the Agreement. These Services include all of the services described in this Agreement. Contractor will diligently proceed with the Scope of Services, and will provide such Services in a timely manner.

b. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

- Creation of immersive Holiday light display with a variety of themed elements.
- The full scope of work is outlined in Appendix A.

c. The Services will also include any other tasks which the Parties may agree upon in writing. The Contractor hereby agrees to provide such Services to the Client.

d. The Client and Contractor agree that the following will be excluded from the Services described, unless, at the option of the Client and agreed to in writing by the Parties, that it should be included in the Services of this Agreement. Exclusions to Services include:

- Electrical Work is to be done by a certified electrician only and is always additional to the Contract.
- Iron railings removed during construction are always re-attached at an additional cost.
- Damage to existing irrigation lines during construction is considered to be an additional cost.
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor, Inc. reserves the right to retain a Soil Engineer to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Painting and Staining
- Conduit and connections for electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges

e. No additional stipulations

4. PERSONNEL, EQUIPMENT, SUPPLIES AND LICENSES:

a. Except as noted in Appendix A, the Contractor represents that it has or will secure at its own expense all personnel, equipment, tools, and supplies required in performing the Services under this Agreement. Any reimbursement for qualifying expenses under this Agreement is governed by Section 18 of this Agreement titled "Reimbursement of Expenses" and Appendix B.

b. The Contractor is responsible for providing any and all labor needed to fulfill the Services in this Agreement, including hiring any assistants. Any hired assistants will be the sole employees of the Contractor, and are not employees of the Client.

c. All of the Services required hereunder will be performed by the Contractor or under its supervision.

d. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the Client.

e. Contractor warrants that it is fully licensed under all applicable local, state, and federal laws to perform the Services to be provided hereunder, and that solely the Contractor is responsible for any fees or costs associated with obtaining or maintaining those licenses to perform the Services under this Agreement.

5. CONTROL:

a. It is agreed by the Parties that the Client has no right of control or direction over the manner, means, and methods that the Contractor will use in completing the Services of this Agreement. The Contractor is free to set its own hours including:
   i. Working Schedules;
   ii. Vacation Times;
   iii. Meetings with employers or employees; and
   iv. Submissions of reports of any kind to employers.

6. VACATIONS AND TRANSPORTATION:

a. The Contractor must provide its own transportation for itself and its employees. The Client will not provide reimbursement for travel and transportation expenses.

b. Any vacation time, holidays, sick leave, or training is the sole expense of the Contractor and will not be paid by the Client.

7. NO TRAINING PROVIDED:

a. The Client will not provide any training for either the Contractor, its employees or assistants, or subcontractors.

8. TIME OF PERFORMANCE:

a. The Services of the Contractor are to commence as soon as practicable after the execution of this Agreement and upon the proper approval and documents issued by the Client, including the issuance of a Notice to Proceed, and shall be completed no later than the time specified in Appendix A.

9. TERM OF AGREEMENT:

a. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until February 2, 2025, subject to earlier termination as provided in this Agreement. The Term may be extended with written consent of the Parties.

10. REPORTING:

a. The Client's primary representative for this Agreement shall be Jeff White. The City Manager shall be an alternate representative. The City shall not be liable for Contractor's expenses incurred in reliance on directions received from any other municipal officer or employee. The Contractor's representative shall be Jordan Martin. Reliance by the Client on representations by any other person shall be at the Client's own risk.

11. RECORDS:

a. During performance and after termination of this Agreement, each party shall make available to the other Party for inspection and copying, all records, whether external or internal, having any relevance to this Agreement.

12. PERFORMANCE/ETHICS:

a. The Parties agree to do everything necessary, and within reason, to ensure that the terms of this Agreement take effect.

b. Contractor shall discharge its duties fairly, impartially, and maintain a standard of conduct that competently serves the Client and the interests of the Client. Contractor shall at all times exercise unbiased judgment when performing its duties under this Agreement.

13. CURRENCY:

a. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

14. COMPENSATION:

a. The Contractor will charge the Client for the Services at the rate of **$ 34,946.60** per terms (the "Compensation");

b. The Client will be invoiced when the Services are complete;

c. Invoices submitted by the Contractor are due within thirty (30) days of receipt.

d. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.

e. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

f. All other compensation guidelines, stipulations, and fee schedules are further outlined in Appendix B.

15. TERMINATION OF AGREEMENT FOR CAUSE:

a. If, through any cause, except causes beyond the control of the Contractor, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement; or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Contractor under this Agreement shall, at the option of the Client, become its property, and the Contractor shall be entitled to receive, at the option of the Client, just and equitable compensation for any satisfactory work completed on such documents and materials or only such compensation allowed under Section 13(g) titled "Compensation," either of which shall not exceed the Agreement amount.

16. TERMINATION FOR CONVENIENCE OF CLIENT:

a. The Client may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 15 above titled "Termination of Agreement for Cause" shall, at the option of the Client, become its property, and the Contractor will be paid an amount not to exceed the sum of work satisfactorily completed on or before the date of termination, less payments of compensation previously made.

17. NO RIGHT TO DISMISS:

a. The Contractor cannot be dismissed or terminated unless there is a breach of this Agreement, or as stipulated in Sections 15 and 16 of this Agreement.

18. REIMBURSEMENT OF EXPENSES:

a. The Contractor will be reimbursed for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services, as deemed appropriate by the Client, and pursuant to Appendix B of this Agreement.

b. All expenses must be pre-approved by the Client.

19. TRADE SECRETS:

a. Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Client.

b. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

20. OWNERSHIP OF INTELLECTUAL PROPERTY:

a. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

b. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

21. RETURN OF PROPERTY:

a. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

22. CAPACITY/INDEPENDENT CONTRACTOR:

a. In providing the Services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this

Agreement does not create a partnership or joint venture between them, and is exclusively an Agreement for Service.

b. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, worker's compensation, insurance premium, profit-sharing, pension, or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state, and federal taxes related to payments made to the Contractor under this Agreement and those of the Contractor's employees and assistants.

c. The parties intend that an independent Contractor/Client relationship be created by this Agreement. Client is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Contractor. Contractor is not considered to be an agent or employee of the Client for any purpose, and the employees and assistants of the Contractor are not entitled to any benefits that the Client provides for its employees.

d. It is understood that the Client does not agree to use the Contractor exclusively. It is further understood that the Contractor is free to contract for similar services to be performed for others while it is under contract with the Client.

23. EQUAL EMPLOYMENT:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

24. CONFLICTS OF INTEREST:

a. Contractor agrees that no employee of the Client who has exercised or will exercise any authority over the specifications, procurement, supervision, or payment for this Agreement, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Agreement. If the Contractor learns of any such interest, the Contractor shall, without delay, inform the City Attorney or one of the officers specified in Section 10 of this Agreement titled "Reporting."

25. NOTICE:

a. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

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

ii. North by Northwest Lawns
3801 Prairie Lane
Austin, TX 78728

or to such other address as either Party may notify the other in writing, and will be deemed properly delivered (a) immediately upon being served personally, (b) three (3) days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

26. INDEMNIFICATION:

a. **EXCEPT TO THE EXTENT PAID IN SETTLEMENT FROM ANY APPLICABLE INSURANCE POLICIES, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, SHAREHOLDERS, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, AND PERMITTED SUCCESSORS AND ASSIGNS AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, PENALTIES, PUNITIVE DAMAGES, EXPENSES, REASONABLE LEGAL FEES, AND COSTS OF ANY KIND OR AMOUNT WHATSOEVER, WHICH RESULT FROM, ARISE OUT OF, OR ARE INCIDENT TO ANY ACT OR OMISSION (INCLUDING NEGLIGENCE [WHETHER SOLE, JOINT, OR CONCURRENT], GROSS NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL FAULT OF ANY SUCH INDEMNITEE), EVEN IF CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, OF THE INDEMNIFYING PARTY, IT'S RESPECTIVE DIRECTORS, SHAREHOLDERS, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, AND PERMITTED SUCCESSORS AND ASSIGNS THAT OCCURS IN CONNECTION WITH THIS AGREEMENT. THIS INDEMNIFICATION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

27. RISK:

a. The Contractor shall perform the work under this Agreement at its own risk. The Contractor assumes all responsibility for the condition of tools, equipment, materials, and job site.

28. INSURANCE REQUIREMENTS:

a. The Contractor has secured and shall maintain insurance for the risks and in the amounts specified in Appendix C. The Contractor and its insurance carrier waive subrogation against the Client.

29. MODIFICATION OF AGREEMENT:

a. Any amendment or modification of this Agreement, including any increase or decrease in the amount of Contractor's compensation, or additional obligation(s) assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and agreed to and signed by each Party or an authorized representative of each Party.

30. ASSIGNMENT:

a. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

31. ENTIRE AGREEMENT:

a. All Parties mutually agreed to the terms of this Agreement. The Agreement should not be construed in favor of or against one Party. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement. This Agreement contains the entire agreement between the Parties; there are no other terms, promises, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the Parties.

32. ENUREMENT:

a. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, and permitted successors and assigns.

33. TITLES/HEADINGS:

a. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

34. CHOICE OF LAW/JURISDICTION:

a. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. For any claims or disputes regarding this Agreement, venue is proper in Williamson County, Texas.

35. SEVERABILITY:

a. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

36. WAIVER:

a. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date indicated below.

DocuSigned by:
By: Jordan Martin
141DC12F3C9D48D...
Name: Jordan Martin
Title: Representative
Date: 11/1/2024

CITY

By: ___________________
James Earp, City Manager
Date: _________________

ATTEST:

By: ________________
Laura Hallmark, City Secretary

(Acknowledgements on the following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this _____ day of ____ 2024, by James Earp, as City Manager of the City of Hutto, Texas.

____
Notary Public, State of Texas

My commission expires:

____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this _____ day of ______ 2024, by Jordan Martin, as Representative of North by Northwest Lawns, LLC.

____
Notary Public, State of Texas

My commission expires:

____

APPENDIX A: SCOPE OF SERVICES

The project will include the following key features:

1. A lighted trail spanning at least 0.75 miles, guiding visitors through a festive and
2. enchanting experience.
3. At least 125 individual display pieces, carefully curated to showcase a variety of holiday themes. These will include traditional Christmas motifs, such as Santa's sleigh, reindeer, snowflakes, candy canes, and other seasonal symbols, creating a magical atmosphere for all ages.
4. Two stunning light tunnels, each approximately 150 feet in length. These tunnels will be designed to envelop visitors in a canopy of shimmering lights, providing a breathtaking, immersive passageway through the display.
5. At least two synchronized scenes where music and lights are choreographed together.
6. These feature intricate timing between musical beats and light displays to create an engaging, dynamic spectacle for guests.
7. This quote is all-inclusive and should cover all expenses, travel, and labor fees.
8. Include all necessary hardware for installation (e.g., extension cords, power supplies, timers, mounting clips, stakes).
9. Ensure all equipment is weather-resistant IP 67 rated and compliant with local electrical codes and safety standards.
10. Install lights and displays according to a pre-approved layout provided by the client.
11. Ensure all lighting and displays are securely installed and tested for safety and functionality.
12. Be available for emergency support or repairs during the show times.
13. Ensure all equipment is collected and the site is returned to its original condition.
14. Properly dispose of any damaged or unusable equipment in accordance with environmental regulations.
15. The contractor will also be responsible for delivering, installing, maintaining, and removing the lights and equipment after the event.

PROJECT: Trail of Lights
CONTRACT NO. 2412

SCOPE OF SERVICES

PERSONNEL: The Contractor's primary personnel for this project/Agreement shall be:

Name: Jordan Martin **Title: Representative**

TIME AND PERFORMANCE: Notice to Proceed for this Agreement is anticipated approximately 11/8/2024. Services are to be completed by Contractor within 60 days after receiving the Notice to Proceed, unless otherwise agreed to in writing by the Parties.

APPENDIX B: COMPENSATION

PROJECT: Trail of Lights
CONTRACT NO. 2412
$34,996.60

Time and Materials

Contractor shall be compensated on a not-to-exceed, time, and materials basis for satisfactory performance of professional Services described in this Agreement.

Contractor shall be compensated for the amount of the expense, including subcontractors, as applicable.

Hourly rates shall remain the same for the life of this Agreement, including all amendments, unless the Contractor and the City negotiate a fee increase. This negotiation shall be specifically addressed in a negotiation meeting, unless otherwise agreed to by the Parties, or as determined by customary practice.

Method of Payment

Monthly: Payable within 30 days of receipt of an invoice approved by the appropriate project manager and progress report stating the amount of the services completed.

Contractor Invoice Requirements

- Itemized invoices must be submitted that indicate the services performed.
- Invoices for this Agreement must be submitted separately from invoices for services performed under any other contract(s) or agreement(s).

Compensation Based on Time and Materials

If compensation is based on time and materials, the following shall apply:

Compensation shall be computed based on the hourly billing rates, approved by the appropriate project manager, and times the actual number of hours spent in the performance of services. The hourly billing rate for each employee is the amount to be paid to the Contractor, and is full compensation for all salary, benefits, taxes, overhead, and profit. There shall be no change in rates during the term of this Agreement, unless agreed to by the Parties as outlined in this Agreement, and no additional compensation for overtime, weekend, or holiday work.

Compensation for subcontractors shall be equal to the amounts actually paid to subcontractors hereunder, who have been retained after the written approval of the appropriate project manager, of: a) the subcontractor, b) the compensation to be paid the subcontractor, and c) the terms and conditions of the subcontract.

The Client has the sole discretion to determine if certain expenses outside of those agreed to qualify for compensation. If approved by the Client, compensation for expenses shall be an amount equal to reimbursable expenses approved in advance by the appropriate project manager, necessary, and reasonably incurred, and actually paid by the Contractor in the performance of the Services hereunder. The Client has the sole discretion to determine what constitutes reimbursable expenses.

The Contractor shall obtain the appropriate project manager's written approval prior to making expenditures for reimbursable expenses in excess of $500 per specific expenditure. The Contractor shall substantiate all billings for reimbursable expenses in excess of $25 with receipted bills and provide said receipts with the appropriate billing.

The Contractor shall keep, and cause any subcontractors to keep, daily records of the time spent in performance of Services hereunder by all persons whose billing rates will be the basis for compensation as well as records and receipts of reimbursable expenditures hereunder. Failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder.

The Client shall have the right to inspect all records of the Contractor, and any subcontractors, pertaining to this Agreement. Records shall be maintained by the Contractor and subcontractors for a period of three (3) years after completion of services.

APPENDIX C: INSURANCE REQUIREMENTS

PROJECT: Trail of Lights
CONTRACT NO. 2412

The Contractor must provide certification of proper insurance coverage or binder to the City of Hutto. **The City must be named as an additional insured as respects their interest in these Services, except for Professional Liability Insurance and Workers Compensation Insurance.** Proof of the following insurance is required before award:

I. General Requirements Applicable to All Contractors' Insurance

The following requirements (A-J) apply to the **Contractor and subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Agreement. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of this Agreement.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ of higher.

C. Prior to commencing work under this Agreement, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be provided to Client upon request. Execution of this Agreement will not occur until such evidence of insurance has been provided and accepted by the City.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Client. The Certificate(s) shall show the City of Hutto Contract Number and all endorsements by number.

E. Insurance required under this Agreement which names the City of Hutto as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. City shall be entitled upon its request and without expense, to receive certified copies of policies and endorsements.

H. City reserves the right to review insurance requirements during any term of this Agreement and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Agreement. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverages specified in this Agreement are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

II. Specific Requirements

The following requirements (II.A-II.D, inclusive) apply to the **Contractor and to subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Agreement. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's subcontractor(s):

A. <u>Commercial General Liability Insurance:</u>

1. Minimum Limits:

   *$1,000,000** combined single limit per occurrence for coverage A and B.

   *<u>Supplemental Insurance Requirement</u>
   If eldercare, childcare, or housing for clients is provided, the required limits shall be: $1,000,000 per occurrence

2. The Policy shall contain or be endorsed as follows:
   a) Blanket Contractual liability for this Agreement
   b) Products and Completed Operations
   c) Independent Contractor Coverage

3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of the City of Hutto:
   a) Waiver of Subrogation
   b) Thirty (30) day Notice of Cancellation
   c) City of Hutto named as additional insured

B. <u>Workers Compensation and Employer's Liability Insurance</u>

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

2. Employer's Liability Limits are:
   a) *$100,000* bodily injury each accident
   b) *$100,000* bodily injury by disease
   c) *$500,000* policy limit

3. Policies under this Section shall apply to the State of Texas and include the following endorsements in favor of the City of Hutto:
   a) Waiver of Subrogation
   b) Thirty (30) day Notice of Cancellation

C. <u>Business Automobile Liability Insurance</u>

1. Minimum limits:

   $500,000 combined single limit per occurrence.

   a) If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of *$1,000,000* per occurrence.

   b) If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of: *$100,000/$300,000/$100,000* may be provided in lieu of Business Automobile Liability Insurance.

2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of the City of Hutto:
   a) Waiver of Subrogation
   b) Thirty (30) day Notice of Cancellation
   c) City of Hutto named as additional insured

D. <u>Professional Liability Insurance</u>

Coverage shall be provided with a minimum limit of *$500,000* per claim to cover negligent acts, errors, or omissions arising out of the Services under this Agreement.

E. <u>Property Insurance</u>

If the Agreement provides funding for the purchase of property or equipment, the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

Date: 10/22/2024

Customer:

Property:
City Of Hutto- Brushy Creek Amphitheater
1001 CR 137
Hutto , TX 78645

City of Hutto - Holiday Lighting 2024 UPDATED


Click to zoom

NXNW proposes to install holiday lighting. Proposal includes installing the following -

FIRST YEAR - Rental of ground and tunnel lights, full purchase of display decor (storage included)

SECOND YEAR - Labor to install plus full purchase of ground and tunnel lights

90% OF COST - INSTALL UP FRONT

10% OF COST - REMOVAL

- **Ground light (RENTAL) -**
  - Lights on ground around the border of the amphitheater grass
    - Ground stakes
    - C9 lights - multicolor
    - Timers (3)
    - Outlet wire
    - Green wire
    - M/F
- **(2) tunnel lights- 150 feet worth each section - location circled on map (RENTAL)**
  - 10' long PVC pipe T-joints and cross joints
  - 5mm strands - multicolor
  - Rebar
  - Timers (2)
  - Green wire
- **Synchronized display decor (FULL PURCHASE)**
  - (2) 8' choreographed light show tree
  - (2) 5' twinkling candy cane ribbon tree
  - (2) 6' twinkling nutcracker
  - (2) 11' Christmas gift trees
  - (2) timers
  - M/F
  - green wire

- Zip ties
- Removal and storage for a year
- Labor

Removal of lights is typically scheduled for the 1st or 2nd week of January.

Scope of Work:

We propose the creation of an immersive Christmas light display, featuring a scenic trail with a variety of themed elements. The project will include the following key features:

1. **Trail**
   - A lighted trail spanning at least 0.75 miles, guiding visitors through a festive and enchanting experience.
2. **Display Pieces**
   - At least 125 individual display pieces, carefully curated to showcase a variety of holiday themes. These will include traditional Christmas motifs, such as Santa's sleigh, reindeer, snowflakes, candy canes, and other seasonal symbols, creating a magical atmosphere for all ages.
3. **Light Tunnels**
   - Two stunning light tunnels, each approximately 150 feet in length. These tunnels will be designed to envelop visitors in a canopy of shimmering lights, providing a breathtaking, immersive passageway through the display.
4. **Synchronized Light Scenes**
   - At least two synchronized scenes where music and lights are choreographed together. These feature intricate timing between musical beats and light displays to create an engaging, dynamic spectacle for guests.

Timeline and Installation:
The project will be completed within an agreed-upon timeline, with ample time for testing and adjustments before the holiday season begins. Regular maintenance will also be provided to ensure the displays remain in optimal condition throughout the event period.

Cost Estimate:
An itemized cost breakdown will be provided, including materials, labor, and ongoing support.

Holiday Lighting Ground Stakes

Holiday Owned

EN - Holiday Decoration

Items	Quantity	Unit
Labor - Enhancement	170.00	Hr
C9 12 in. Spacing Green Socket Wire 18 Awg	3,700.00	LF
Seasonal Source C9 LED Faceted Lens 0.5W Multi-Color	3,700.00	EA
Seasonal Source Female Slide On Polarized Plug SPT-1 Green w/ Inline Knock-Out	6.00	EA
Seasonal Source Male Slide On Polarized Plug SPT-1 Green w/ Inline Knock-Out	6.00	EA
Wire Spool No Sockets SPT-1 250 ft. Green Wire	1.00	EA
7 Day Digital Outdoor Timer w/ 2 Outlets	3.00	EA
Premium 5 in. Universal Lawn Stake Black	3,700.00	EA

EN - Holiday Decoration: $16,967.90

Synchronized Display (2) And Extra Decor

Holiday

Items	Quantity	Unit
Labor - Enhancement	40.00	Hr
The 5' Twinkling Candy Cane Ribbon Tree	2.00	EA
The 11' Twinkling Gift Tree	2.00	EA
The 8' Choreographed Light Show Tree	2.00	EA
The 6' Twinkling Nutcracker Soldier	2.00	EA
Female Slide On Polarized Plug SPT-1 Green w/ Inline Knock-Out	28.00	EA
Male Slide On Polarized Plug SPT-1 Green w/ Inline Knock-Out	28.00	EA
7 Day Digital Outdoor Timer w/ 2 Outlets	2.00	EA
Wire Spool No Sockets SPT-1 250 ft. Green Wire	1.00	EA

Holiday: $4,927.85

Two Tunnels With Lights- Sidewalk

Holiday

Items	Quantity	Unit
Labor - Enhancement	35.00	Hr
LED 5MM Light Strand 70 Bulbs 23.5 ft. Multi Color 4 in. Spacing	340.00	EA
3/8 in. x 3 ft. #3 Rebar	120.00	EA
1/2 in PVC 100ft long	15.00	EA
1/2 in Slip PVC Tee	4.00	EA

1/2 in PVC Cross Joint	56.00	EA
7 Day Digital Outdoor Timer w/ 2 Outlets	2.00	EA
Wire Spool No Sockets SPT-1 250 ft. Green Wire	1.00	EA
Male Slide On Polarized Plug SPT-1 Green w/ Inline Knock-Out	2.00	EA
Female Slide On Polarized Plug SPT-1 Green w/ Inline Knock-Out	2.00	EA
Commercial Electric 24" Ziptie	3.00	EA

Holiday: $12,850.85

Holiday Lighting Removal

EN - Holiday Decoration

Items	Quantity	Unit
Labor - Enhancement	0.00	Hr

EN - Holiday Decoration: $0.00

Additional Material And Storage

Holiday

Items	Quantity	Unit
Storage Bin with Lid	1.00	EA

Holiday: $200.00

Subtotal	$34,946.60
Estimated Tax	$0.00
Total	**$34,946.60**

Terms & Conditions

Warranty and Tolerances

- Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- Diligence: the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it’s work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- Competence: the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- Site Unknowns: It is the responsibility of the Client or the Client’s Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor’s discretion) and schedule time not included in the Quotation in

Schedule 1, and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation in Schedule 1 attachment.

- Damaged Utilities: Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.
- Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.
- Building/Window/Vehicle Washing: Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.

Material Tolerances

- Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping. Cedar is expected to crack especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4 up to 3/8 inch gaps and the entire length of the wood.
- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- Metal: Metal, which is not galvanized, is not guaranteed form rusting commencing immediately after installation.
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves the Contractor of liability if "smooth" concrete is the desired finish (due to slippage).
- Warranty Time Period: the Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (90) days if there is an approved irrigation system.
- Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/ burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warrantees provided by the Contractor.
- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of the Contractor – prior to purchasing and/or installing such materials.
- Material Grades: The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. the Contractor shall endeavor to

enable the Client to see or understand the representative range of color, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

Planting + Plant Warranty

- Trees and Shrubs: All trees and shrubs are warranted from the date of installation, provided that the Contractor is in agreement that the plants are sufficiently hardy and appropriate for the soil, climate, and weather conditions associated with the site, and that they are properly maintained in keeping with standards for assuring the longevity of such plants.
- Perennials: Perennials are guaranteed for the same-planted season only."Delicate" Plants, such as rhododendrons and plants that are not typically suitable for the Client's plant zone, may come with no warranty, due to the risk involved. These plants will be listed in the Planting Estimate in bold.
- Winter Protection: All evergreens, broadleaf evergreens and delicate plants must be burlapped in their first season to validate warranty. the Contractor provides this service at an additional cost.
- Plant Seasonality: Various plants, bushes, shrubs, and trees have ideal times for planting. Planting out of season at the request of Clients will void any warranty for those plants. the Contractor will point out in writing to the Client any requested planting that will void the warranty on those plants so affected by out of season planting. The Client reserves the right to request that plants that cannot be planted with out voiding the warranty be exchanged or planted in the next plantable season without any additional costs being borne by the Client.
- Plant Availability: In some instances, some plants, shrubs, bushes, and trees may not be readily available to procure in time for the required planting period associated with the Contract. In that event, the Contractor will work closely with the Client to provide a approved substitution(s) – subject to availability. The Client will always reserves the right to request plants and related materials that are not locally available.
- Plant Diseases: Should the Client recognize ill health in the plants, shrubs, bushes, or trees that have been supplied under the Contract, it is the Client's responsibility to immediately inform the Contractor. The Contractor will determine the nature and source if the illness. If it is deemed that the plant was infected prior to installation, the Contractor reserves the right to first using herbicides, fertilizers, and insecticides to return the plants to good health. Should efforts to restore the plant's heath fail, the Client is entitled to a refund only. Due to plant availability, the Client assumes the risk and liability of rare specimens. However, the Contractor reserves the right to remove all or a portion of the warranty depending upon the nature of the source of the plant infections and the approved policies of the Contractor. In all cases, the Contractor shall work with the Client to minimize damage to the existing Contract related plants
- Plant Replacement: NXNW offers a 90 day (1) one time replacement warranty. It is the client's responsibility to ensure adequate watering and maintenance of all plants/grass after installation and during the warranty period. The client reserves the right to either a full refund within (6) months of wait for a suitable replacement.
- Lawns: New lawns that are under shade are not guaranteed. New lawns are guaranteed to be healthy at time of installation only. Should new sod be damaged due to animals (pets or wild animals, i.e. raccoons, skunks) the Client will incur all costs for replacement. We do not recommend applying any herbicide and/or fertilizer during the first 30 days of installation while the roots are getting established. New grass should not be mowed immediately. It's recommended to allow your new sod to grow up to 4" before the first mow. Avoid walking on the new sod for at least 10 days, keeping foot traffic to a minimum for the first 30 days after installation is ideal.
- Weeds: the Contractor shall use it's efforts to minimize any weeds, however, the Contractor shall not be required to inspect or otherwise ensure that there is no weed or other unwanted plant matter upon the Client's property in any soil or root balls/planting container of plant materials,

nor shall it provide warranty for the removal of existing weeds.

- Replacement plant material: the Contractor does not guarantee plant material that has been transplanted on site. Replacement plant material is not guaranteed.
- Required Maintenance: Failure to follow the recommendations with equal, equivalent or superior maintenance efforts, tools and resources will void any Contractor warranty on items so affected. Where the Contractor recognizes that the Client lacks sufficient resources (water pressure, power outlets, and related) to enable the full maintenance and enjoyment of the materials, construction(s) and/or horticultural elements associated with this Contract, the Contractor will also inform the Client and recommend possible solutions. However, the Contractor is not obliged to be wary of such needs or to account for them in this Contract in terms of design, construction or costs, and the Client fully accepts responsibility for obtaining such knowledge and acting accordingly.
- Water Supply: Where water supply becomes an issue and negatively detracts from ponds, waterfalls, and other water features, the Client recognizes and agrees that such problems are the sole responsibility of the Client.

Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- Electrical Work is to be done by a certified electrician only and is always additional to the Contract.
- Iron railings removed during construction are always re-attached at an additional cost.
- Damage to existing irrigation lines during construction is considered to be an additional cost.
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor, Inc. reserves the right to retain a Soil Engineer to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Painting and Staining
- Conduit and connections for electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges

Procedure for Extra Work and Changes

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars ($1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval.

For Changes in scope of less than one thousand dollars ($1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

By ______________________	**By** ______________________
Jaquelyn Boden	
Date 10/22/2024	**Date** ______________________
North By Northwest Lawns LLC	**City Of Hutto- Brushy Creek Amphitheater**

Timestamp	Company Name	Address of the Company	Phone of Contact Person	Please outline any cost sharing revenue requirements (if any)	Please provide your quote.
9/18/2024 9:20:19	BOLD Media	BOLD Media	508-538-4234	20% revenue share to us after the first $45,000 is earned in ticket sales.	The display lease is $45,000/ year including delivery. Not inclusive of labor but we provide training and logistical planning in the form of to scale display and electrical mapping for the crew on the ground to manage the set up and breakdown of the displays.
10/14/2024 16:27:10	NXNW	3801 Prairie Ln Austin, TX	737-376-6224		Provided

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:
2024-1234526

Date Filed:
11/04/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

North by Northwest Lawns LLC.
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.

000000
Installation/Removal of Christmas Lights

4

Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Tiffany Peters, and my date of birth is 10/30/1989.

My address is 3801 Prairie Ln (street), Austin (city), TX (state), 78728 (zip code), Travis (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 6th day of November (month), 2024 (year).

Tiffany Peters

Signature of authorized agent of contracting business entity
(Declarant)

City of Hutto
Downtown & Tourism Department

HOT Funding Application
FY 2017-2018

401 W. Front Street
Hutto, Texas 78634
512-759-4029
E-mail to – Kim.McAuliffe@huttotx.gov

Revised 1/3/17

Table of Contents

Revised 1/3/17

Dear Prospective Applicant:

Attached is a copy of the application for Hotel Occupancy Tax funding for your 2017-18 special event or public art project. It is with great pride that the City of Hutto enters into an agreement with prospective applicants to provide our community with rich, cultural, and exciting events.

Our application process consists of the following stages:

- Application Deadline – May 31, 2017
- Review & Selection of funding – July - September 2017
- Recommendation to City Council – before September 30, 2017
- Disbursement of Funds – Reimbursed within 30 days following event

We would like to fund all applications, however funding is selective and is based on the application you submit. It is critical that you complete the application in its entirety especially the worksheet and the support consideration checklist and forward to the City of Hutto Downtown Tourism Department at 401 W. Front Street, Hutto, Texas 78634.

Thank you for your application and we wish you much success with your event.

Kim McAuliffe

Kim McAuliffe
Downtown & Tourism Manager

Revised 1/3/17

Overview of the Application Process

This packet was designed to establish guidelines to apply universally to all events and activities requesting support from the City of Hutto. There are stringent requirements in the Tax Code regulating the use of HOT funds. A copy of the applicable Tax Codes has been included in this packet (Page 11) for your review.

The City of Hutto will review the applications and makes recommendations to the city council on the portion of the tourism budget allocated to special event support.

Funding for event support is available from the Hotel Occupancy Tax collected by our lodging properties.

To apply for support, the event must be sponsored by an entity located within Hutto and, the event must take place within Hutto city limits.

The sponsoring organization will be required to provide their tax filing status and ID number as part of the application. The sponsoring organization must be tax-exempt, unless otherwise approved at the discretion of the Hutto City Council. It is preferred that the sponsoring organization have 501(c)3 tax-exempt status, but it is not required.

Rules Governing your Application:

1. The applicant must present reasonable evidence that the expenditure or event will increase overnight stays in the local hotels in Hutto.
2. For any applicant applying for HOT funds to advertise an event, the City Council recommends these funds focus on targeting visitors outside a 30 mile radius of Hutto.
3. The applicant must ensure that all Hutto hotels and B&Bs current contact phone number, email and/or website are listed on the information provided to registrants, vendor/event attendees, including event websites. Also all Hutto hoteliers must be made aware of the event, and have sufficient time to participate in the bidding process for both primary bookings and overflow.
4. If the request is for cooperative advertising support, the Downtown & Tourism Manager must approve the final advertising copy for appropriate representation of the City of Hutto and local lodging one (1) week before the ad or publication's proof/print deadline.
5. **Any promotional materials (brochures, website, advertisements, etc.) using HOT funds are required to include the appropriate Hutto brand/logo with the visithutto.com website below the logo. Also, any event sponsor signage is required to include the appropriate Hutto logo.**

   (Contact the City of Hutto, 512-759-4029 for the correct version of the logo to use for each promotional item.)

Revised 1/3/17

6. After the application process is complete, and upon recommendation, the contact name on the application or a designated representative will be expected to attend the next City Council meeting to present an overview of the information and/or items included in the application such as visitor attendance, hotel selection; number of visitor overnight stays expected due to the event and expenditure.

The Post Event Analysis and Reimbursement Process:

The Post Event Analysis must include all of the items outlined in the application, including advertisements produced with the use of HOT funds. The Post Event Analysis is due 30 days after the event. The packet can be mailed or delivered to the attention of:

Kim McAuliffe
City of Hutto, Downtown & Tourism Dept.
401 W. Front Street
Hutto, Texas 78634

If the Post Event Analysis and the final accounting of room nights are not received by the due date, the Downtown & Tourism Manager reserves the right to reject any future application by the organization.

It is the responsibility of the organization hosting the event to monitor the number of out-of-town guests who stay in Hutto lodging properties. We strongly recommend working with the hotels to ensure proper credit and tracking. Some suggestions for tracking out-of-town guests would be to use a zip code tracking system or a survey distributed to attendees. ***Please note that stated room nights generated will be subject to an audit by the City Manager and staff.***

If you need assistance in completing the application or have further questions, please contact Kim McAuliffe, at 512-759-4029 or via e-mail at kim.mcauliffe@huttotx.gov.

Support Considerations Checklist

Name of Event ____

Year Applying ____

________ The event "directly enhances and promotes tourism AND the convention and hotel industry." (Tax Code, Section 351.101) (**<u>This is a requirement</u>**)

________ The event qualifies under AT LEAST ONE of the following categories:
(Please circle category number)

(1) the establishment, improvement, or maintenance of a convention center or visitor information center
(2) the facilitation of convention registration
(3) advertising, solicitations and promotions that attract tourists and convention delegates to Hutto
NOTE: If applying under this category, legitimate media must be utilized IN ADVANCE of the event (examples include direct mail, postage, newspapers, magazines, radio, television, billboards, newsletters, brochures and other collateral material).
(4) the encouragement, promotion, improvement and application of the arts - NOTE: Must be a viable art form (examples include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording)
(5) the enhancement of historical restoration and preservation projects
(6) funding costs in certain counties to hold sporting events that substantially increase hotel activity: (cities within counties of under 1 million population
(7) the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities
(8) funding transportation systems for tourists

________ The application is filled out thoroughly and completely with all requested documentations attached.

________ The Post Event Analysis for last year's event have been previously submitted. (Write "N/A" if you did not receive support last year)

________ It has been determined how the event will track out-of-town guests, demonstrating that the event will attract tourists that will support the convention and hotel industry.

Revised 1/3/17

Local Hotel Occupancy Tax (HOT) Use Guidelines
HOT Grant Application

Organization/Business Information

Today's Date: ___________________ Event Date: ____

Name of Organization/Business: ____

City, State, Zip: ____

Contact Name: ____

Contact Phone Number: ____________________ Email: ________________________________

Status of organization: Non-Profit ___ Private/For Profit _______ Govt. Agency___

Tax ID #: ____________________________

Purpose of your organization/business:

____

____

____

Event or Expenditure Description

Please answer all items that apply to your request.

Name of your event/expenditure: ____

Website address of your event/expenditure: _____________________________________

Date(s) of event/expenditure: ____

How will the funds be used to promote hotels and overnight stay(s) in Hutto?

____

____

List other means of financial support including in-kind support

Name	Amount to receive

Revised 1/3/17

Primary location of event/expenditure: ____

Number of total persons expected to attend this event/expenditure: ________________

Number of persons expected to visit event or expenditure monthly/yearly: ___________

Approximate number of people attending/visiting event or expenditure will stay over-night in local hotels or bed & breakfasts? ________________________________

List host hotel or hotels that currently have a block of rooms for this event:

Hotel	**# of Rooms Blocked**	**Room Rate**
____________	____________	________
____________	____________	________
____________	____________	________
____________	____________	________

Required Attachments:

Check all documents that are attached along with the application

______P&L from previous year's program
______Projected budget for entire program
______Itemized, detailed list of expenditures relevant for HOT revenue use
______Advertising/Marketing Plan, including target audience
______List of Board of Directors with contact phone numbers
______Event planning timeline, if applicable
______Schedule of activities relating to your event/expenditure
______Copy of Tax Exempt certificate
______Copy of previous year finances upon request

Funding Request Decision

Amount Requested: ____________

Amount granted in past for same event or expenditure: ___________

Which Expenditure Category from page 6 is most relevant to your project/event?

____

Revised 1/3/17

City of Hutto

HOT Funding Agreement Form

I fully understand the HOT Funding Application process, rules governing the application and the process established by the City Council. I intend to use this grant for the aforementioned event to forward the efforts of the City of Hutto in directly enhancing and promoting tourism and the convention and hotel industry by attracting visitors from outside Hutto into the city.
________initial

I have read the HOT Fund Grant Application process including the rules governing the application and the reimbursement process.
_______initial

I understand that if I am awarded HOT Funding by the City, any deviation from the approved project or from the rules governing the application may result in the partial or total withdrawal of the HOT Fund Grant.
_______initial

I understand all the records that relate to the use of the HOT funds shall be kept by _________ _______, subject to Chapter 351 of the Texas Tax Code as amended and Chapter 552 of the Texas Government Code as amended. Records of ______________ concerning HOT Funds are public and the City shall, upon written request, have the right to inspect and or obtain all books and records pertaining to the fulfillment of this Agreement.
_____initial

I understand that the City may terminate this Agreement by giving the other party notice in writing of such termination sixty (60) days in advance. Any municipal hotel occupancy tax proceeds, not used, shall revert to the City upon the termination of this Agreement.
____initial

Business/Organization Name ____

Applicant's Signature ______________________________________ ***Date*** ________

Revised 1/3/17

Post Event Analysis

Event Information

Event Name	
Event Date(s)	

Event Expected and/or Final Outcome

Event Attendance ______________	Hotel Room Nights* ____________________
Provide the total # of rooms picked-up for the event and provide a form of proof.	

* Subject to audit

Number of advertisements place for the event. ***Attach a copy of each ad and the name of the publication.***	

The above accounting of our Special Event is accurate and true to the best of my knowledge.

Authorized Signature Date

Print name here Title/Responsibility

Return this form, supporting documentation and check (if applicable) to the City of Hutto Downtown & Tourism Department, 401 W. Front Street, Hutto, TX 78634. If you have any questions, please contact Kim McAuliffe at 512-759-4029.

Revised 1/3/17

Tax Code – Use of Hotel Occupancy Tax Revenue

§ 351.101. USE OF TAX REVENUE.

(a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(1) the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;

(2) the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

(3) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

(4) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;

(5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums;

(6) for a municipality located in a county with a population of one million or less, expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.

(7) the promotion of tourism by the enhancement and upgrading of existing sports facilities or fields, including facilities or fields for baseball, softball, soccer, and flag football

(8) for funding transportation systems for tourists

§ 351.108. RECORDS.

(a) A municipality shall maintain a record that accurately identifies the receipt and expenditure of all revenue derived from the tax imposed under this chapter.

(b) A municipality or entity that spends revenue derived from the tax imposed under this chapter shall, before making an expenditure, specify in a list each scheduled activity, program, or event that:

(1) is directly funded by the tax or has its administrative costs funded in whole or in part by the tax; and

(2) is directly enhancing and promoting tourism and the convention and hotel industry.

(c) If a municipality delegates to another entity the management or supervision of an activity or event funded by the tax imposed under this chapter, each entity that is ultimately funded by the tax shall, before making an expenditure, specify in a list each scheduled activity, program, or event that:

(1) is directly funded by the tax or has its administrative costs funded in whole or in part by the tax; and

(2) is directly enhancing and promoting tourism and the convention and hotel industry.

Hutto Lodging Accommodations

Name/URL	Units	Location	Phone
Hampton Inn and Suites	72	327 Ed Schmidt Blvd. Hutto, TX 78634	512.846.2992
Holiday Inn Express and Suites	60	323 Ed Schmidt Blvd. Hutto, TX 78634	512.846.1168 888.465.4329

Revised 1/3/17

DRAFT-HOT Funds Use Application Evaluation Criteria

Eligible applications will be scored using the following criteria (maximum 100 points):

Criteria	Points Available	Points Earned	Description
Tourism Impact	30		Demonstrates clear potential to increase hotel stays in Hutto.
Alignment with Funding Categories	20		Fits within one or more eligible funding categories.
Community Impact	20		Supports broader economic & cultural benefits such as enhancing local attractions, increasing visibility or supporting Hutto's brand.
Feasibility & Financial Need	15		Project has a realistic plan and demonstrates financial need for HOT Funding.
Marketing & Promotion Plan	15		Includes a detailed plan for marketing & promoting the project to attract visitors to Hutto, with measurable goals.

Score: ________

Comments: ____
____
____
____
____

Hutto City Council 12.19.24 Work Session, Item Summary

*Highlights reflect specific areas that staff requests feedback/direction from Council

- Baseline = 2012 Policy, amended in 2014 and 2024
- Proposed Policy Changes:
  - Inclusion of language from 11/7/24 CC Meeting as approved: City projects exempt from application window-how does this affect other opportunities? awarding funds available, but considering projections in evaluation/award process (don't spend what we don't have); do we want any application/evaluation process for City projects?
  - Addition of Short-term-rentals (STRs) to policy and HOT collections
  - Update application window to align with budget process (per rec from Finance): proposed = February 1 – March 30
  - Application form -any information missing? Additional questions? Any information not needed?
  - Reserve amount?

- Evaluation & Selection process; proposed =
  - Application deadline: March 30th
  - Internal staff review for completeness, work with applicant for complete application to bring forward: 4 weeks; deadline for completeness = April 30
  - Council review May 1-31
    a. Subcommittee review & recommend?-staff &/or Council members? or full council review?
    b. Review criteria, any edits to list provided?
  - Council award at 2nd meeting in June
  - Reporting/compliance form and submission deadline to align with metrics required by Comptroller

Other objectives/edits:

General formatting and updates for consistency, dates, word choice/terminology consistent throughout, organization of information and sections to flow more intuitively, reference to and inclusion of exhibit(s); include evaluation/selection criteria in application for transparency; shift to digital application process, Legal review for compliance with Ch. 351; Finance review for compliance with Comptroller reporting requirements.

Next steps: Staff will incorporate Council's input from the workshop, Legal review and Finance review to bring forward the policy and associated exhibits to the January 16, 2025 Council Meeting for consideration.

AGENDA ITEM REPORT
3.2.

To:	City Council
Subject:	Discussion and possible action related to Work Session topics
Meeting:	Thursday, December 19, 2024
Department:	City Council /
Staff Contact:	

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None