



# City of Hutto

## Agenda

### Parks Advisory Board

Wednesday, September 10, 2025 at 6:30 PM

### Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at [huttotx.gov](http://huttotx.gov)

**1. CALL SESSION TO ORDER**

**2. ROLL CALL**

**3. PUBLIC COMMENT**

Please fill out required registration form before meeting. Public comment is limited to 3 minutes. City Council can not talk about any items not on the agenda per state law. Written comments for this meeting may also be sent to [comments@huttotx.gov](mailto:comments@huttotx.gov) PRIOR to 4:00 pm on September 10, 2025. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

**4. PRESENTATIONS**

4.1. National Association of Park Foundation training

**5. AGENDA ITEMS**

5.1. Consideration and possible action on selecting a Chair

5.2. Consideration and possible action on selecting a Vice Chair

5.3. Consideration and possible action on meeting minutes from August 13, 2025 meeting

5.4. Consideration and possible action on Standards of Care.

5.5. Discussion and possible action on Parks and Recreation Department vendor policies.

5.6. Discussion and possible action on approval of Facility Use Agreement for 2026 with Hutto Silos Market.

**6. OTHER BUSINESS**

6.1. Discussion on Veterans Memorial.

6.2. Discussion on Parks and Recreation Projects.

6.3. Discussion on Fritz Park.

**7. DIRECTOR'S REPORT**

**8. ADJOURNMENT**

**9. CERTIFICATION**

I certify that this notice of the Sept 10, 2025 Hutto Parks Advisory Board meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on Sept 4, 2025 before 5:00 P.M.



*Angel Kavanaugh*  
Angel Kavanaugh, Management Assistant

The City of Hutto is committed to comply with the Americans Disability Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special accommodations must be made 48 hours prior to the meeting. Please email the City Secretary's office at [City.Secretary@huttox.gov](mailto:City.Secretary@huttox.gov) or call (512) 759-4033 for assistance.

# AGENDA ITEM REPORT

## 4.1.



**To:** Parks Advisory Board  
**Subject:** National Association of Park Foundation training  
**Meeting:** Wednesday, September 10, 2025  
**Department:** Community Services & Culture  
**Staff Contact:**

### BACKGROUND INFORMATION:

### SUMMARY OF REQUEST:

### STAFF REVIEW:

### FISCAL NOTES:

### POLICY IMPLICATIONS:

### ATTACHMENTS:

None

# AGENDA ITEM REPORT

## 5.1.



**To:** Parks Advisory Board  
**Subject:** Consideration and possible action on selecting a Chair  
**Meeting:** Wednesday, September 10, 2025  
**Department:** Community Services & Culture  
**Staff Contact:**

### BACKGROUND INFORMATION:

### SUMMARY OF REQUEST:

### STAFF REVIEW:

### FISCAL NOTES:

### POLICY IMPLICATIONS:

### ATTACHMENTS:

None

# AGENDA ITEM REPORT

## 5.2.



**To:** Parks Advisory Board  
**Subject:** Consideration and possible action on selecting a Vice Chair  
**Meeting:** Wednesday, September 10, 2025  
**Department:** Community Services & Culture  
**Staff Contact:**

### BACKGROUND INFORMATION:

### SUMMARY OF REQUEST:

### STAFF REVIEW:

### FISCAL NOTES:

### POLICY IMPLICATIONS:

### ATTACHMENTS:

None

# AGENDA ITEM REPORT

## 5.3.



**To:** Parks Advisory Board  
**Subject:** Consideration and possible action on meeting minutes from August 13, 2025 meeting  
**Meeting:** Wednesday, September 10, 2025  
**Department:** Community Services & Culture  
**Staff Contact:**

### BACKGROUND INFORMATION:

### SUMMARY OF REQUEST:

### STAFF REVIEW:

### FISCAL NOTES:

### POLICY IMPLICATIONS:

### ATTACHMENTS:

1. Parks Advisory Board meeting minutes August 13,2025



# City of Hutto

## Minutes

### Parks Advisory Board

Wednesday, August 13, 2025 at 6:30 PM

### City Council Chambers

#### 1. CALL SESSION TO ORDER

The Parks Advisory Board meeting was called to order at 6:34 PM.

#### 2. ROLL CALL

Parks Advisory Board members in attendance were: Perry Savard, Byron Washington, Milt Reichek and Sharon Dyer. Not attending were: Katie Weiss

#### 3. PUBLIC COMMENT

Please fill out required registration form before meeting. Public comment is limited to 3 minutes. City Council can not talk about any items not on the agenda per state law. Written comments for this meeting may also be sent to [comments@huttotx.gov](mailto:comments@huttotx.gov) PRIOR to 4:00 pm on August 13, 2025. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

No public comment

#### 4. AGENDA ITEMS

4.1. Consideration and possible action on the meeting minutes from the regular scheduled Parks Advisory Board meeting held on July 9, 2025

A motion was made by board member Milt Reichek to approve the July 9, 2025 Parks Advisory Board meeting minutes as written, seconded by board member Byron Washington.

Motion passed 4 Ayes to 0 Nays

4.2. Discussion and possible action on approval of Facility Use Agreement for 2026 with Hutto Youth Baseball and Softball Association.

A motion was made by board member Milt Reichek to approve the Facility Use Agreement for 2026 with Hutto Youth Baseball and Softball Association as written, seconded by Vice-Chair Sharon Dyer.

Motion passed 4 Ayes to 0 Nays.

4.3. Discussion and possible action on approval of Facility Use Agreement for 2026 with Sting Soccer Foundation.

A motion was made by Vice-Chair Sharon Dyer to approve the Facility Use Agreement for 2026 with Sting Soccer Foundation as written, seconded by board member Milt Reichek.

Motion passed 4 Ayes to 0 Nays.

4.4. Discussion and possible action on modified 3 year Capital Improvement Projects for Parks and Recreation Department.

Recess at 7:25 PM, Reconvened at 7:30 PM.

A motion was made by Chair Perry Savard to approve the modified 3-year Capital Improvement Projects for the Parks and Recreation Department, seconded by board member Milt Reichek.

Motion passed 4 Ayes to 0 Nays

- 1) P20-2026 Riverwalk Soccer Field Restroom and Concession
- 2) P03-2028 Creekside Park Playground Replacement
- 3) P15-2030 Riverwalk Soccer Field Parking Improvements
- 4) P52-20XX Cross Creek Disc Golf Course
- 5) P04-2028 Creekside Park Parking Improvements
- 6) P09-2024 Trail Extension at Adam Orgrain Park
- 7) P21-2029 Hutto Community Splash Pad

- 4.5. Consideration and possible action on reallocation of unused July 4th Fireworks display  
A motion was made by Vice-Chair Sharon Dyer to approve the reallocation of unused 4th of July fireworks in the order below, seconded by board member Milt Reichek.

Motion passed 4 Ayes to 0 Nays

- 1) Frights at Orgain
- 2) Holiday Market
- 3) New Year's Eve only event

- 4.6. Discussion and possible action on the approval of the Adopt a Trail Policy and Build a Trail Policy.  
A motion was made by Vice-Chair Sharon Dyer to approve the Adopt a Trail Policy and Build a Trail Policy, seconded by board member Byron Washington.

Motion passed 4 Ayes to 0 Nays

## 5. OTHER BUSINESS

- 5.1. Discussion on Veterans Memorial.  
Staff provided updates
- 5.2. Discussion on Parks and Recreation Projects.  
Staff provided updates
- 5.3. Discussion on Fritz Park.  
Staff provided updates

## 6. DIRECTOR'S REPORT

Staff provided updates on recreation projects, staffing and council items

## 7. ADJOURNMENT

The Parks Advisory Board meeting was adjourned at 8:22 PM

## 8. CERTIFICATION

I certify that this notice of the August 13, 2025 Hutto Parks Advisory Board meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on August 7, 2025 before 5:00 P.M.

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Parks Advisory Board Chair or Representative

# AGENDA ITEM REPORT

## 5.4.



**To:** Parks Advisory Board  
**Subject:** Consideration and possible action on Standards of Care.  
**Meeting:** Wednesday, September 10, 2025  
**Department:** Community Services & Culture  
**Staff Contact:**

### BACKGROUND INFORMATION:

The Texas Human Resources Code Section 42.041(b)(14) provides that an elementary-age (ages 5-13) recreation program operated by a municipality provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs, that such standards are provided to the parents of each program participant, and that the ordinances shall include, at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility.

### SUMMARY OF REQUEST:

### STAFF REVIEW:

### FISCAL NOTES:

### POLICY IMPLICATIONS:

### ATTACHMENTS:

1. SOC.2025-26



**CITY OF HUTTO  
PARKS AND RECREATION DEPARTMENT**

The Standards of Care are intended to be minimum standards by which the City of Hutto Parks and Recreation Department will operate its Youth Programs. The programs operated by the City of Hutto Parks and Recreation Department are recreational in nature and are not licensed by the State of Texas as certified daycare programs.

**GENERAL ADMINISTRATION**

**1. Definitions**

- A. Administrator: City of Hutto Parks and Recreation Director or his or her designee.
- B. Camp Director or Camp Counselor: Any City of Hutto Parks and Recreation Department temporary employee who has been assigned responsibility to implement the City of Hutto Youth Programs.
- C. City: City of Hutto.
- D. City Council: City Council of the City of Hutto.
- E. Department: Parks and Recreation Department of the City of Hutto.
- F. Director: City of Hutto Parks and Recreation Director or department designee.
- G. Parent(s): A parent or guardian who has legal custody and authority to enroll a child in the City of Hutto Youth Programs.
- H. Participants: Youth whose parent has completed all required registration procedures and who has been determined to be eligible for the City of Hutto Youth Programs.
- I. Program Employees Minor: Someone who has been employed by the City of Hutto under and including the age of 17 and has been assigned responsibility for managing, administering, or implementing some portion of the City of Hutto Youth Programs.
- J. Program Employees Adult: Someone who has been employed by the City of Hutto over the age of 18 and has been assigned responsibility for managing, administering, or implementing some portion of the City of Hutto Youth Programs.

- K. Program Employees: Both Program Employees Minor and Program Employees Adult.
- L. Program Manual: A notebook of policies, procedures, required forms, and organizational and programming information relevant to the City of Hutto's Youth Programs.
- M. Program Site: Any area or facility where the City of Hutto Youth Programs is held.
- N. Recreation Coordinator: City of Hutto Parks and Recreation Department full-time Programmer who has been assigned administrative responsibility for the City of Hutto Youth Programs.
- O. Youth: A person who is not less than five years of age and not more than twelve years of age.
- P. Youth Program(s) or Program: City of Hutto Youth Programs operated by the City of Hutto. Other programs may be subsequently designated by the City of Hutto. These programs are not child-care facilities.

## **2. Organization**

- A. Implementation of the Youth Programs Standards of Care is the responsibility of the Department.
- B. Youth Programs ("Program") to which these Standards of Care apply are the programs currently operated by the City of Hutto. Other programs may be subsequently designated by the City of Hutto.
- C. Each of the Program Sites will have a current copy of the Standards of Care available for public and staff review.
- D. A current copy of the Standards of Care is available for viewing on the City of Hutto's website.
- E. Criminal background checks will be conducted on prospective Program Employees Adult. Criminal background checks may, upon parental or guardian consent, be conducted on Program Employees Minor in accordance with State and Federal law. If results of the criminal checks indicate that an applicant has been convicted for any of the following offenses, the applicant may not be considered for employment:
  - a. A felony or a misdemeanor classified as an offense against a person or family;
  - b. A felony or misdemeanor classified as public indecency;

- c. Any offense that would potentially put the City of Hutto or Participants of the Program at risk.
- F. In addition, a nationwide check of databases for the Sex Offender Registration Program will be conducted on prospective Program Employees Adult. Such checks may, upon parental or guardian consent, be conducted on Program Employees Minor in accordance with State and Federal law. If the results of the check indicate that an applicant is a registered sex offender, the applicant will not be considered for employment.

### **3. Objective of Youth Programs**

- A. To provide Participants with the opportunity of recreational activities which may include sports, games, arts and crafts, education, dance, drama, special events, field trips, etc.
- B. To provide an encouraging atmosphere by emphasizing the positive development of physical skills, emotional development, and growth of self-confidence.
- C. To provide a safe environment by promoting good health and welfare for all Participants.
- D. To teach Participants how to spend leisure time wisely in an effort to meet their emotional, physical, and social needs.

### **4. Inspections/Monitoring/Enforcement**

- A. The Recreation Coordinator will conduct an inspection in May of each year of each Program Site.
- B. Complaints regarding enforcement of the Standards of Care will be directed to the Recreation Coordinator. The Recreation Coordinator will be responsible for taking the necessary steps to resolve the problems. Complaints regarding the enforcement of the Standards of Care and their resolution will be recorded by the Recreation Coordinator and forwarded to the Director. The complaint and the resolution will be noted.
- C. The Director will provide an annual written report to the City Council on the overall status of the Youth Programs.

### **5. Enrollment**

Before a Participant may be enrolled, a Parent must complete registration forms that contain:

- a. Participant's name, address, and phone number;
- b. Parents' names, addresses, email addresses, and phone numbers during program hours;
- c. The name and telephone number of the person that can be reached in case of an emergency if the parent cannot be reached;
- d. A statement of the Participant's special needs;
- e. A list of medications the Youth is taking;
- f. A statement of the Participant's allergic reactions;
- g. Signed liability waiver and the release forms for Program;
- h. Acknowledgment that parent has been informed and understands that the Program is not licensed by the state;

## **6. Suspected Abuse**

- A. Program Employees shall report suspected child abuse to the Texas Department of Family and Protective Services, in accordance with the Texas Family Code, telephone number, 1-800-252-5400.
- B. Program Employees shall report suspected child abuse to the Recreation Coordinator.
- C. Program Employees will receive information related to child abuse identification and prevention, and how to report suspected abuse.
- D. In a situation where a Program Employee is involved in an incident with a child that could be considered child abuse, the incident shall immediately be reported to the Director.

## **STAFFING – RESPONSIBILITIES AND TRAINING**

### **7. Recreation Coordinator Qualifications**

- A. Recreation Coordinator will be a full-time, professional employee of the Department.
- B. Must meet the minimum education/experience requirements for employment with the City of Hutto to plan and implement recreation activities.
- C. Must be able to pass a background investigation, including testing for illegal substances.

- D. Must have current certification in First Aid, Cardio Pulmonary Resuscitation (CPR) Adult and Child, and Automated External Defibrillator (AED). These certifications must be from a nationally recognized certifying organization, i.e., American Heart Association or American Red Cross.
- E. Must complete the City of Hutto mandatory training.

#### **8. Recreation Coordinator Job Functions**

- A. Coordinator is responsible for administering the Youth Program's daily operations in compliance with the Standards of Care.
- B. Coordinator is responsible for hiring, supervising, and evaluating Camp Directors and Camp Counselors.
- C. Coordinator is responsible for planning, implementing, and evaluating programs.
- D. Coordinator maintains supplies, equipment, and all necessary documentation for the operation of the Youth Programs.
- E. Coordinator must know and follow all Program Manual standards, policies, and procedures that apply to Youth Programs.

#### **9. Camp Directors and/or Camp Counselors Qualifications**

- A. Camp Directors/Counselors will be temporary employees of the City of Hutto Parks and Recreation Department.
- B. Camp Directors/Counselors should be able to consistently exhibit competency, good judgment, and self-control when working with children.
- C. Camp Directors/Counselors must relate to children with courtesy, respect, tolerance, and patience.
- D. Camp Directors/Counselors must pass a background investigation, including testing for illegal substances. Any illegal-substance testing for Program Employees Minor will be conducted in accordance with State and Federal law.
- E. Must complete the City of Hutto mandatory training.

#### **10. Camp Directors/Counselors Job Functions**

- A. Camp Directors/Counselors will assist in leading activities that provide opportunities for the involvement of all Participants on an equal basis.

- B. Camp Directors/Counselors must exhibit enthusiasm for the activity to impart a feeling of excitement to the Participants.
- C. Camp Directors/Counselors will promote a non-competitive, positive, image-enhancing environment for each Participant through the direction of fun, varied, and well-organized activities.
- D. Camp Directors/Counselors will be responsible for picking up the areas used by their group after each activity.
- E. Camp Directors/Counselors must be with Participants at all times while they are in the Youth Program.
- F. Camp Directors/Counselors ensure that Participants are released only to Parents or an adult designated by the Parents.
- G. Camp Directors/Counselors must know and follow all Program Manual standards, policies, and procedures that apply to Youth Programs.

## **11. Training/Orientation**

- A. The Department is responsible for ensuring Program Employees have the necessary training to conduct the Youth Programs in accordance with the Standards of Care.
- B. Program Employees must be competent with the Standards of Care as adopted.
- C. Program Employees will be trained in appropriate procedures to handle emergencies.
- D. Program Employees will be trained in areas including City, Departmental, Division, and Program policies and procedures; provision of recreation activities; safety issues; and organization.
- E. Program Employees will have First Aid, Cardio Pulmonary Resuscitation (CPR) Adult and Child, and Automated External Defibrillator (AED) certifications.

## **OPERATIONS**

### **12. Staff-Participant Ratio**

- A. The maximum Participant-to-employee ratio will be 15 to 1, based on the age of the Participants and average daily attendance.

### **13. Notification**

- A. Parents must be notified immediately when Program Employees are aware of the following:
  - i. Participant is injured;
  - ii. Participant has eloped from the site; or
  - iii. Participant has a sign or symptom requiring exclusion from the Program Site (i.e. communicable disease, fever, and/or illness).
- B. Parents must be notified immediately if there is an outbreak of any communicable disease.

#### **14. Discipline**

- A. Program Employees will follow and implement discipline and guidance in a consistent manner, based on the best interests of Participants.
- B. There will be no cruel or harsh punishment or treatment. Examples include, but are not limited to:
  - i. Using physical punishment or any action administered to the body such as, but not limited to rough handling or forcing child(ren) to assume an uncomfortable position.
  - ii. Restraining movement by tying, enclosing in a confined space, shaking, or using exercise as punishment.
  - iii. Being verbally or physically abusive, including, but not limited to, threats, belittling remarks, humiliation, embarrassment, or frightening a child.
  - iv. Giving any child the authority to punish another child.
  - v. Placing a child out of visual/hearing range, in the dark, or in an unventilated area.
  - vi. Punishing a child for a toileting accident.
  - vii. Taunting a child by mocking or any other form of jeering.
- C. Program Employees may use brief, supervised separation from the activity if necessary.
- D. As necessary, Program Employees will initiate discipline reports to the parents of Participants. Parents will be asked to sign discipline reports to indicate they have

been advised about a specific problem or incident. A sufficient number and/or severe nature of discipline report(s), may result in a Participant being suspended from the Youth Program.

- E. Participants will be removed from the Program Site as soon as possible in instances of danger to other Participants or Program Employees.
- F. Participants creating a nuisance, causing a disturbance, or creating an unsafe environment at any Program Site will be subject to ejection and possible arrest and legal action.

### **15. Programming**

- A. Program Employees will provide activities for each group based on ages, interests, and abilities.
- B. Activities will be appropriate to Participant's health, safety, and well-being.
- C. Activities will be flexible and promote emotional, social, and mental growth.

### **16. Communication**

- A. Each remote Program Site will have a cell phone available to allow the Program Site to be contacted by Parents or for making emergency telephone calls.
- B. The Program Site will post the following telephone numbers visible to all Program Employees:
  - i. City ambulance or emergency medical services.
  - ii. City Police Department.
  - iii. Hutto Fire Department.
  - iv. Department Offices.
  - v. Numbers at which Parents'/Guardians' may be reached.
  - vi. Poison control.
  - vii. The telephone number for the Program Site itself.

### **17. Transportation**

- A. Program Employees will be attentive and considerate of the Participants' safety during any transportation provided by the Youth Program.
- B. During field trips, Program Employees will have authorization for emergency medical care and emergency contact information for each Participant.
- C. Program Employees will have a written list of the Participants in the group and will check the roll frequently, specifically before departure to and from the destination.
- D. First aid supplies and first aid and emergency guide will be available in all Youth Program vehicles that transport Participants.
- E. Seatbelts will be worn if provided.
- F. Participants will be oriented to the expected behavior and safety rules.

## **FACILITY STANDARDS**

### **18. Safety**

- A. Program Employees will inspect Program Sites daily to detect sanitation and safety concerns that might affect the health and safety of the Participants.
- B. Buildings, grounds, and equipment on the Program Site will be inspected, cleaned, repaired, and maintained to protect the health and safety of the Participants.
- C. Program Site equipment and supplies will be safe for the Participants to use.
- D. Program Employees will have first aid supplies available at each Program Site in a designated location, during transportation, and for the duration of any off-site activity.

### **19. Fire**

- A. In case of fire, the danger of fire, explosion, or other emergencies, Program Employees first priority is to evacuate the Participants to a designated safe area.
- B. The Program Site will have an annual fire inspection.
- C. Each Program Site must have at least one (1) fire extinguisher.

### **20. Health Illness or Injuries**

- A. Illness or Injuries will be handled in a manner to protect the health and safety of all Participants and Program Employees. Emergency responders will be notified in the event of an injury that cannot be remedied through basic first aid. An accident report shall be completed and forwarded to the Recreation Coordinator.
- B. Participants having a fever of 100 degrees or more will not be allowed back into the Program for a minimum of 24 hours. Participants will not be allowed to attend if they are suspected of having a temperature and/or accompanied by behavior changes or other signs or symptoms until a medical evaluation indicates that the Participant can return to the Youth Program.
- C. A Participant who is considered to be a health or safety concern to others will not be admitted to the Youth Program.
- D. Program Employees will follow plans to provide emergency care for injured or for Participants with symptoms of an acute illness.
- E. Program Employees will follow the recommendation of the Texas Department of State Health Services concerning the admission or readmission of any participant after a communicable disease.
- F. Should Program Employees suspect that a Participant may have a communicable disease (pink eye, lice, ringworm, strep throat, etc.), the Parent will be asked to pick up the child immediately. A doctor's note may be required before the Participant may return to the Program.

## **21. Medications**

- A. Medications are considered to be any pills, liquids, inhalers, sprays, eye drops, ear drops, cough drops, or topically applied creams or ointments that are expected to relieve symptoms.
- B. Only medications that cannot be given at home will be given during program hours.
- C. Written permission from a parent is required for a participant to carry and self-administer medications. Program Employees may require renewal of the written permission at any time. Only insulin, asthma reliever inhalers, or emergency epinephrine, will be allowed as self-carry medications. All other medications must be turned in and administered by the Department.
- D. Only a one-day supply of medication will be accepted each day.
- E. Intramuscular injections (IM) will only be administered by the Department in life-threatening situations per physician emergency action plans. Injections, intravenous (IV) medications, rectal medications, and medications that require

special knowledge, skills or training to administer will not be administered by Department staff. Should these be necessary, a parent must contact the Department at least 21 days prior to the start of the program so arrangements for proper medication administration can be made.

- F. Prescription and over-the-counter medication must be in the original labeled pharmacy container and will be administered in compliance with the prescription instructions printed on the label.
- G. Expired medications will not be administered.

## **22. Toilet Facilities**

- A. The Program Site will have inside toilets located and equipped so children can use them independently and Program Employees can supervise as needed.
- B. There must be at least one flush toilet for every thirty (30) children. Urinals may be counted in the ratio of toilets to children but must not exceed fifty percent (50%) of the total number of toilets.
- C. An appropriate and adequate number of lavatories will be provided.

## **23. Sanitation**

- A. The Program Site must have adequate light, ventilation, and heat.
- B. The Program Site must have an adequate supply of water, meeting the standards of the Texas Department of State Health Services for drinking water, and ensure that it will be supplied to the Participants in a safe and sanitary manner.
- C. Garbage will be removed from Program Sites daily.

## **24. Participants**

- A. Every reasonable accommodation will be made to address special needs Participants.
- B. All Participants must wear closed toed or tennis shoes daily, unless the Youth is in the swimming pool or participating in an activity that requires no shoes to be worn.
- C. Youth must respect the Program Employees, Program Site, and each other.

# AGENDA ITEM REPORT

## 5.5.



**To:** Parks Advisory Board  
**Subject:** Discussion and possible action on Parks and Recreation Department vendor policies.  
**Meeting:** Wednesday, September 10, 2025  
**Department:** Parks and Recreation  
**Staff Contact:**

### BACKGROUND INFORMATION:

The City of Hutto Parks and Recreation Department wants to establish clear, consistent guidelines for all vendors participating in community events, ensuring a fair and transparent process for identifying, approving, and notifying eligible partners.

### SUMMARY OF REQUEST:

### STAFF REVIEW:

### FISCAL NOTES:

### POLICY IMPLICATIONS:

### ATTACHMENTS:

1. Vendor Policy Draft

# City of Hutto Parks & Recreation Department

## Vendor Policy

### Purpose

The City of Hutto Parks and Recreation Department “The City” wants to establish clear, consistent guidelines for all vendors participating in community events, ensuring a fair and transparent process for identifying, approving, and notifying eligible partners.

### Vendor Types

Vendor approval will be based on both priority level and event needs.

- **Priority 1 – Community Vendors**  
City of Hutto-based or aligned nonprofits providing community benefit, resources, or information. Documentation may be requested.
- **Priority 2 – Local Hutto Businesses & Artisans**  
Small businesses, food vendors, or creators located/operating within Hutto City limits. Proof of residency may be required.
- **Priority 3 – Internal Partners (Exempt from Fees and Vendor Limits)**  
City of Hutto departments
- **Priority 4 – Outside Vendors**  
Businesses located outside Hutto city limits (includes Hutto ETJ). May be approved as space allows and subject to standard vendor fees.

### Vendor Categories

Vendors must apply under the category that best matches their products or services:

- **Food Vendors** – Vendors selling prepared meals (burgers, tacos, barbeque, etc.).
- **Treat Vendors** – Vendors selling snack-style foods (snow cones, ice cream, baked goods, etc.)
- **Merchandise Vendors** – Vendors selling crafts, art, clothing, accessories, or other retail goods (family-appropriate only).
- **Community Vendors** – Nonprofits, agencies, or groups offering resources or information. For selling/fundraising opportunities please contact the City contact.
- **Alcohol Vendors** – Vendors serving or selling alcohol (must comply with TABC).

## **Vendor Variety & Selection Process**

To create a wide variety of vendors at events while supporting local businesses and prevent oversaturation of similar products, the City reserves the right to:

- Limit the number of vendors offering the same product type
- Curate vendor mix based on event needs rather than only first-come, first-served.
- Request that vendors expand or diversify product offerings if oversaturation occurs.

## **Vendor List**

To be considered for our events, vendors must create an account at [www.huttotx.gov/pard](http://www.huttotx.gov/pard). You can select all categories (Food, Alcohol, Treats, Merchandise, and Community) that apply to your business. Completed registration will receive an email confirmation. Only vendors who complete this registration will receive notifications about upcoming event opportunities.

## **Procedures**

- Vendors may be required to provide a certificate of insurance naming the City of Hutto as "Additionally Insured."
- Food, Treat, and Alcohol Vendors must provide current permits from the Williamson County & Cities Health District and/or TABC.
- Any vendor fees must be paid at time of reservation. Refunds will only be issued for City-initiated cancellations.
- The standard booth size is 10x10 unless otherwise noted. Booth spaces are assigned by the City with consideration of variety, layout, and safety.
- An on-site contact for event day will be provided in your event-specific vendor packet, which will be emailed to you prior to the event(s).

## **Inclement Weather Policy**

- In the case of inclement weather, the City reserves the right to delay, postpone, or cancel the event.
- Vendors will be notified of any changes via email and/or phone call.
- If the City cancels an event, vendor fees will be refunded.

## **Code of Conduct**

All vendors are expected to conduct themselves professionally. The following are grounds for immediate removal from the event without a refund and may impact future eligibility:

- Selling or promoting products outside of your approved category.

- Use of profanity, discriminatory language, or inappropriate content.
- Leaving your booth unattended.
- Engaging in any conduct that is disruptive or a public safety risk.

### **Key Notes**

- Vendors must staff their booths for the entire duration of the event. No-shows, early departures, or last-minute cancellations may impact future eligibility.
- Generators are allowed but must be a "whisper" or "inverter" generator, follow fire code, and remain out of public view.
- Vendors are responsible for bringing their own water, power, and supplies, as resources are limited.
- All tents must be weighted. No ground spikes are allowed.
- Vendors are responsible for the proper disposal of their trash, grease, and recycling. Your booth space must be left clean and in its original condition.
- Vendors are responsible for collecting and remitting their own sales tax.
- The City is not responsible for loss, theft, or damage to vendor property. Vendors agree to indemnify and hold the City harmless.

### **City Contact**

For questions, category clarification, or assistance with registration, contact Kasey Allen at [kasey.allen@huttotx.gov](mailto:kasey.allen@huttotx.gov).

# AGENDA ITEM REPORT

## 5.6.



**To:** Parks Advisory Board  
**Subject:** Discussion and possible action on approval of Facility Use Agreement for 2026 with Hutto Silos Market.  
**Meeting:** Wednesday, September 10, 2025  
**Department:** Parks and Recreation  
**Staff Contact:**

### BACKGROUND INFORMATION:

Staff is requesting to enter into a renewal of the Facility Use Agreement with Hutto Silos Market with effective dates of January 1, 2026, through December 31, 2026. The Hutto Silos Market has been given the opportunity to review and did not respond to any changes for the 2026 Facility Use Agreement.

The Director of Parks and Recreation will oversee the agreement and operations to ensure compliance.

### SUMMARY OF REQUEST:

### STAFF REVIEW:

### FISCAL NOTES:

### POLICY IMPLICATIONS:

### ATTACHMENTS:

1. Hutto Silos 2026 Redlined

**CITY OF HUTTO  
PARKS AND RECREATION  
FACILITIES UTILIZATION AGREEMENT FOR  
GIN BUILDING USER**

This Facilities Use Agreement (the “Agreement”) is entered into on this \_\_\_\_ day of \_\_\_\_\_ (the “Effective Date”) between the City of Hutto, a home-rule municipal corporation in the State of Texas (herein called “City”) with principal offices in Williamson County at 500 West Live Oak, Hutto, Texas 78634, by and through its Parks and Recreation Department, and \_\_\_\_\_, Certified Farmers Market User (herein called “User”), each a “Party” and together the “Parties.”

**Recitals**

**WHEREAS**, Chapter 18, Article 18.02, Division 1, of the Code of Ordinances (the “Parks and Recreation Ordinance”), pursuant to Section 18.02.003 declares both rental procedures and forms will be set and made available through the Parks and Recreation Department. Fees for use of the Gin Building (“Facility”) are as provided in the fee schedule in Appendix A as published and under Section 9 of this Agreement; and

**WHEREAS**, Resolution No. R-2025-035 permits the City to enter into a written contract agreement with the User to secure a consistent date and time, as well as amend the fees specified in O-2025-10; and

**NOW, THEREFORE** in consideration of the foregoing premises and mutual covenants hereinafter set forth, the Parties agree as follows:

**AGREEMENT:**

1. **Incorporation of Recitals:** The recitals are hereby accepted as true and are incorporated and adopted as part of this Agreement.
2. **Purpose:** The User may use the Gin Building that is provided and maintained by the City of Hutto. In return for the permitted use, the User hereby agrees to abide by the following standards, requirements, and policies established by the City of Hutto Parks and Recreation Department, with the understanding that failure to abide by these standards and policies may result in restriction of facility use or the cancellation of this Agreement.
3. **Nature of the Agreement:** The User will sign this Agreement, which specifies insurance requirements, dates of operation, and hours of operation. Further, the User shall not advertise Users beyond the expiration date without a subsequent agreement.
4. **Term:** The term of this Agreement shall be from January 1, 2026, 20 through December 31, 2026. The City reserves the right not to renew this agreement.

5. **Communication with the City:** The User shall maintain a communication network with the City through its President, or other chief officer or highest principal of the User however titled, for facility requests or needs. Any member of the User may contact the City if the listed point of contact is not available.
6. **Repairs or Services to City Facilities Prohibited:** No User member or representative shall approve or authorize any repair or services to City facilities on behalf of the City. Any services rendered under these conditions shall be the financial responsibility of the User and can result in the cancellation of this Agreement.
7. **Guidelines:**
  - A. The User will submit its date and time schedules to [pard@huttotx.gov](mailto:pard@huttotx.gov) upon execution of this Agreement. This will prevent double bookings and other scheduling conflicts. Failure to comply could result in a loss of availability of the Gin Building.
  - B. Any expansion or changes to User programming that may affect Facility scheduling must be pre-approved by the Parks and Recreation Department. Written requests must be submitted to [pard@huttotx.gov](mailto:pard@huttotx.gov) at least fifteen (15) business days in advance of the first expanded or changed event to be held. Decisions will be based on the overall benefit to the participants, as determined by the City.
  - C. The User must provide to the City proof of its Certified Farmers Market status from the Texas Department of Agriculture.
  - D. The User is responsible for ensuring operations only occur during permitted periods of use for the pre-approved activity.
  - E. The User shall be responsible for ensuring there is no alcohol, without a permit from the Texas Alcoholic Beverage Commission and in compliance with local and state regulations, or unlawful drugs present on City property while being used for a User activity, and that there is no improper disposal of glass containers on site, per Parks and Recreation Ordinance Section 18.02.003.
  - F. To the fullest extent not contrary to law, any and all signage (banners, flyers, menu boards, etc.) temporary or permanently mounted at the City Facility, or inside the area must be approved by the Parks and Recreation Department.
  - G. All guests for User must park in the lot north of the facility.
  - H. Fees for bookings will be due on a quarterly basis for all events that had previously occurred.
  - I. All trash and materials must be removed upon the User's departure. User may elect to dispose in the dumpster adjacent to Hutto City Hall located at 500 W Live Oak St. Hutto, TX 78634.
  - J. All vendors should comply with Texas mandated food safety regulation including but not limited to;
    - a. Proper handling, storage, and temperature control of perishable items
    - b. Ensuring vendors have valid permits or certifications, such as Cottage Food certifications

- c. Ensuring vendors adhere to necessary sanitization practices including clean facilities and equipment
  - K. Only products grown or produced by the vendor or their farm are allowed for sale. Live animals including livestock, poultry, and exotic species are prohibited.
8. **Acknowledgement by User:**

- a. **THE CITY'S GIN BUILDING -IS ACKNOWLEDGED BY THE USER TO BE ACCEPTED IN AN "AS IS" AND "WHERE IS" CONDITION AND NO REPRESENTATIONS OR WARRANTIES AS TO FITNESS, SAFETY, HABITABILITY OR SUITABILITY ARE MADE BY THE CITY. SAID REPRESENTATION AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THE CITY DOES NOT GUARANTEE OR WARRANT THAT THE FACILITY, THE SERVICES TO BE PROVIDED BY THE CITY, OR LIGHTING FACILITIES OR OTHER EQUIPMENT WILL BE APPROPRIATE, EFFECTIVE, OR USEABLE BY THE USER. THE CITY SHALL NOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY FAILURE TO FURNISH OR MAKE AVAILABLE ANY FACILITY, SERVICE, OR EQUIPMENT.**
- b. **THE USER ACKNOWLEDGES THAT ITS ACTIVITIES AND ITS INTENDED USE OF CITY FACILITIES CARRY INHERENT RISKS AND MAY RESULT IN INJURY TO PERSONS AND LOSS OR DAMAGE TO PROPERTY. THE USER SHALL INSPECT THE FACILITY PRIOR TO ANY USE AND ASSUMES ANY DAMAGE OR LOSS ARISING FROM THE USER'S NEGLIGENCE OR OTHER FAULT. THE USER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, INJURIES, AND LOSSES IN ANY WAY ARISING FROM THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE USER.**

9. **Budget and Fiscal Controls:**

- a. To assure fiscal control, the User will:
  - i. Immediately notify Hutto Parks and Recreation Department at [pard@huttotx.gov](mailto:pard@huttotx.gov), of any financial difficulty.
  - ii. Use best practices for records and storage retention.
  - iii. Immediately notify Parks and Recreation Department of any change in the User's Certified Farmers Market status.
  - iv. Immediately notify Parks and Recreation Department of any change in the User's insurance coverage for the lines of insurance required by this Agreement.
- b. In an interest to support continued programming of the User, fees will be set as follows:

- i. \$5 per hour for a minimum of 3 hours per event

**10. Revocation of Contract:**

- a. Enforcement of this Agreement will be implemented through periodic monitoring by the Parks and Recreation Department.
- b. Failure to comply with all of the provisions set forth in this Agreement may result in this Agreement being immediately revoked effective ten (10) calendar days after delivery of written notice by the City to the User, and all privileges set forth being eliminated, but the User may during that ten-day period obtain a hearing upon such decision by requesting a hearing in writing to the City Manager or their designee. The request must state all factual and legal objections to the revocation. Unless the City Manager or their designee otherwise determines, such hearing will be in writing only. Notwithstanding anything else in this subparagraph b, any revocation made in the interests of individual or public health or safety, or based on any other emergency, will be effective immediately, and the User will thereafter receive prompt notice and ten (10) calendar days after the emergency revocation to request a hearing thereon, with the same procedures as provided above for pre-revocation hearings in non-emergencies.
- c. Re-application for use of the Gin Building may be presented to the Parks Advisory Board and City Council for the following year.

**11. Procedures for Facility Closure:**

- a. The primary responsibility for determining facility closure decisions shall rest with the City.
- b. The User contact has the responsibility to inform the User and participants concerning closure decisions.
- c. The decision of the City will be final.

**12. Limitations of Liability: Under no circumstances will the City be liable for any claim, loss, damage, or injury, whether to persons or property, in connection with the use of City facilities or in any way arising from this Agreement. The User's sole remedy in the event of any breach of this Agreement by the City is a cancellation of this Agreement.**

**13. Contact Information:** The following person is designated as the User's contact person, who is to serve as the User's primary point of contact and to receive all notices under this Agreement. This person's phone number and address must be current at all times throughout this agreement. This contact person or information may be changed by the User only by written notice to the City.

Name: [Emylee Boone](#)  
Phone: [949-514-9522](#)  
Email: [hello@huttosilosfarmersmarket.com](mailto:hello@huttosilosfarmersmarket.com)

14. **Agreement Approval:** The person executing this Agreement on behalf of the User, or representing themselves as such, warrants they are fully authorized by the User to execute the Agreement and the User will comply with and uphold all terms and provisions contained herein. Any violations of the terms will result in revoking or canceling the Agreement.
15. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the invalid or unenforceable provision shall be struck from the Agreement and all other provisions shall remain in full force and effect, or the invalid or unenforceable provisions shall be amended to be enforceable and valid and to reflect the original intent of the Parties to the extent possible.
16. **Waiver:** Failure by either Party to remedy any breach shall not constitute a waiver of that right at the time of the breach or in the future. A waiver by either Party of any one right shall not be deemed to be a waiver or any other right. Rights may only be waived in writing or as waived herein.
17. **Jurisdiction and Venue:** This Agreement shall be subject to and interpreted in accordance with the laws of Texas. Venue shall be proper only in a court sitting in Williamson County, Texas.
18. **Entire Agreement.** This Agreement constitutes the complete understanding between the Parties regarding the subject-matter hereof and revokes any and all prior written or oral representations, agreements, understandings, and other communications upon such subjects.

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

**USER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF HUTTO**

By: \_\_\_\_\_  
James R. 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 \_\_\_\_ 2025, by James R. 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 \_\_\_\_ 2025, by \_\_\_\_\_, as \_\_\_\_\_ of the \_\_\_\_\_.

\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_