



**CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
THURSDAY, DECEMBER 7, 2017 AT 7:00 PM
CITY HALL - CITY COUNCIL CHAMBERS
401 WEST FRONT STREET**

CITY COUNCIL

Doug Gaul, Mayor
Tom Hines, Place 2, Mayor Pro-tem
Scott Rose, Place 1
Nathan Killough, Place 3
Tim Jordan, Place 4
Lucio Valdez, Place 5
Terri Grimm, Place 6

AGENDA

1. **CALL SESSION TO ORDER**

2. **ROLL CALL**

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **COUNCIL COMMENTS:**

5A. There are no council comments scheduled.

6. **PUBLIC COMMENT**

Any citizen wishing to speak during public comment regarding an item on or off the agenda may do so after completing the required registration card. In accordance with the Texas Attorney General's Opinion, any public comment that is made on an item that is not on the published final agenda will only be heard by the City Council. No formal action, discussion, deliberation, or comment will be made by the City Council. Each person providing public comment will be limited to 3 minutes.

6A. Remarks from visitors. *(Three-minute time limit)*

7. **CONSENT AGENDA ITEMS:**

All items listed on the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Council member in which event, the item will be removed from the consent agenda and considered as a regular agenda item.

- 7A. Consideration and possible action related to the 2017 Fiscal Year End closing on a resolution authorizing an increase to the not to exceed amount for legal services provided by McGinnis Lochridge for personnel, real estate and economic development matters. (Michel Sorrell)
- 7B. Consideration and possible action on the meeting minutes for the November 2, 2017 and November 16, 2017 Regular City Council Meetings. (Lucretia Alvarez)

REGULAR AGENDA ITEMS

8. ORDINANCES:

- 8A. Consideration and possible action on the second and final reading of an ordinance approving the zoning change for the property known as the Co-Op District, 25.6266 acres, more or less, of land, located on US 79 West at Short Street, from OT-5C (Co-Op District) to Planned Unit Development (PUD) zoning district. (Helen Ramirez)
- 8B. Consideration and possible action on the second and final reading of an ordinance amending the City of Hutto Code Of Ordinances (2014 Edition), Appendix A Fee Schedule, Article A4.000 Public Facility Rentals, Article A5.000 Utilities and A7.000 Library. (Michel Sorrell)
- 8C. Consideration and possible action on the second and final reading of an ordinance amending the City of Hutto Code Of Ordinances (2014 Edition), Appendix A Fee Schedule, Article A1.000 Development Services, Engineering, and Construction. (Michel Sorrell)
- 8D. Consideration and possible action on the first reading of an ordinance amending the Fiscal Year 2016-17 Budget to reallocate capital project funds to the FY 2018 Budget, organizational restructure, account for attorney fees, and other miscellaneous adjustments. (Michel Sorrell)
- 8E. Consideration of a public hearing and possible action on the first reading of an ordinance approving the Planned Unit Development (PUD) zoning ordinance amendment for the Narrows PUD, 38.68 acres, more or less, of land, out of the William Gatlin Survey, Abstract No. 271, in Williamson County, Texas, located at the southwest corner of FM 1660 South and CR 137. (Helen Ramirez)

9. RESOLUTIONS:

- 9A. Consideration and possible action on a resolution authorizing the City Manager to engage an engineering firm for the Wastewater Master Plan.
- 9B. Consideration of a public hearing and possible action on a resolution renaming Alliance Boulevard (east-west portion) to Schneider Boulevard. (Helen Ramirez)



- 9C. Consideration and possible action on a resolution authorizing the City Manager to expend up to \$8,000,000 in bond proceeds for roads, drainage, storm and regional detention, and municipal facilities related to the Co-Op Entertainment District project.
- 9D. Consideration and possible action on a resolution authorizing the City Manager to engage an engineering firm for the Drainage Master Plan.
- 9E. Consideration and possible action on a resolution expressing the City's intent to award a contract for the construction of Limmer Loop Sidewalk which is part of TxDOT's Transportation Alternative Program (TAP). (Matthew Rector)
- 9F. Consideration and possible action on a resolution authorizing the City Manager to engage an engineering firm for the Shiloh Ground Storage Tank Replacement.
- 9G. Consideration and possible action on a resolution for the appointment of a City Council Member to represent the City of Hutto on the General Assembly of the Capital Area Council of Governments.
- 9H. Consideration and possible action on a resolution authoring the city manager to negotiate and execute an interlocal agreement with Williamson County as pertaining to the development of the Co-Op.

10. **CITY MANAGER COMMENTS:**

- 10A. Discussion related to TIRZ. (Michel Sorrell, Carol Columbo, Dan Wagenmiller, Bob Wuanch)
- 10B. Discussion related to PIDS. (Michel Sorrell, Carol Columbo, Dan Wagenmiller, Bob Wuanch)

11. **EXECUTIVE SESSION:**

- 11A. Executive Session, as authorized by Section 551.074, Texas Government Code, Personnel Matters, to deliberate the appointment, employment, evaluation, or duties of public officer or employees: City Manager.
- 11B. Executive Session, as authorized by Section 551.071, Texas Government Code, regarding consultation with Attorney concerning amphitheatre, TIRZ, TIRZ member appointments, and Mobility Plan Advisory Committee member appointments.
- 11C. Executive Session, as authorized by Section 551.087, Texas Government Code, regarding deliberations concerning Economic Development Negotiations.

12. **ACTION RELATIVE TO EXECUTIVE SESSION:**

- 12A. Consideration and possible action regarding item 11A.

12B. Consideration and possible action related to item 11B.

12C. Consideration and possible action related to item 11C.

13. **ADJOURNMENT**

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

CERTIFICATION

I certify that this notice of the December 7, 2017 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on December 1, 2017 at 7:00 p.m.

Original Agenda Signed

Lucretia Alvarez, City Secretary

The City of Hutto is committed to comply with the American with Disabilities Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special communications or accommodations must be made 48 hours prior to the meeting. Please contact the City Secretary at (512) 759-4033 or lucretia.alvarez@huttotx.gov for assistance.

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.:

7A.

AGENDA DATE: December 07, 2017

PRESENTED BY:

Michel Sorrell, Chief Financial Officer

ITEM:

Consideration and possible action related to the 2017 Fiscal Year End closing on a resolution authorizing an increase to the not to exceed amount for legal services provided by McGinnis Lochridge for personnel, real estate and economic development matters. (Michel Sorrell)

STRATEGIC GUIDE POLICY:

Fiscal Responsibility

ITEM BACKGROUND:

On September 7, 2017, the City Council approved an increase to the not to exceed amount of \$200,000 to \$280,000 for the engagement of McGinnis Lochridge to provide legal services for personnel, real estate and economic development matters. As is common practice, staff and auditors are working on FY 2017 year-end closing and review of the budgeted amounts need to reflect updated information.

In May 2017 and July 2017, there were reimbursement resolutions taken to Council that included legal fees for bond funded projects. The legal fees associated with certain projects to be reimbursed did not fund until October 2017. These were funded with Certificates of Obligation, Series 2017.

On July 29, 2017, the Hutto Economic Development Corporation Type A and Type B (HEDC) entered into an agreement with the City to provide administrative and legal services. Currently there is an outstanding amount from the HEDC to be reimbursed to the City.

Total expenditures, including those previously authorized by Council to be reimbursed by bond proceeds and those to be reimbursed by HEDC, have exceeded the \$280,000 cap. Legal services paid to date total \$994,975.18, the City is required by fiscal and budgetary policy to pay timely when invoiced so invoices have been paid as they come into Finance. The amount that belongs to the General Fund for City legal services is \$378,450.00, Public Information Act, which is a line item in the City Secretary budget of \$191,695.81 and the amount that is to be refunded by bond proceeds and the HEDC reimbursement totals \$424,829.37. The General Fund budget is \$300,000 which means an increase of \$78,450 is requested and will be included in the last budget amendment for FY2017. The City Secretary Public Information budget is \$120,000 and an increase of \$71,696 is requested and will be included in the last budget amendment for FY2017.

Staff seeks approval from the City Council to increase the cap by \$150,146. The budget amendment to reflect the increases will be brought to City Council during the December and January meetings. This increase covers legal issues for the fiscal year, which ends September 30, 2017. Many of the legal costs that occurred in Fiscal Year 2017 are considered non-recurring, or one-time expenses. Future legal expenses will be appropriately capped pursuant to the adopted budget.

BUDGETARY AND FINANCIAL SUMMARY:

Staff is requesting Council approval for an increase in legal services costs provided by McGinnis Lochridge in the amount of \$150,146.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends Council approve the request to increase expenditures in the amount of \$150,146 for legal services provided by McGinnis Lochridge.

SUPPORTING MATERIAL:

1. [Resolution - Authorizing an increase in the agreement for legal services with McGinnis Lochridge](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF HUTTO, TEXAS AUTHORIZING THE CITY TO INCREASE THE AMOUNT FOR LEGAL SERVICES PROVIDED BY MCGINNIS LOCHRIDGE BY \$150,146.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT BETWEEN THE CITY AND MCGINNIS LOCHRIDGE.

WHEREAS, the City of Hutto (“City”) and McGinnis Lochridge have a mutual intent and understandings with respect to the provision of legal services for personnel, real estate and economic development matters for the City, and

WHEREAS, the City and McGinnis Lochridge wish to continue the Agreement outlining their mutual understanding and agreement to work cooperatively and in good faith in respect to legal services for the City by McGinnis Lochridge.

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

That the City Manager is hereby authorized and directed to execute on behalf of the City an Agreement with McGinnis Lochridge for Legal Services in the amount of \$150,146.00.

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

RESOLVED on this the **7th** day of the month **December, 2017.**

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lucretia Alvarez, City Secretary

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 7B. **AGENDA DATE:** December 07, 2017

PRESENTED BY: Lucretia Alvarez, City Secretary

ITEM: Consideration and possible action on the meeting minutes for the November 2, 2017 and November 16, 2017 Regular City Council Meetings. (Lucretia Alvarez)

STRATEGIC GUIDE POLICY: Leadership

ITEM BACKGROUND:

The City Council meeting minutes for the November 2, 2017 and November 16, 2017 Regular City Council Meetings have been drafted for the City Council's review and consideration.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends approval of the City Council meeting minutes.

SUPPORTING MATERIAL:

1. [Minutes for November 2, 2017 Regular Council Meeting](#)
2. [Minutes for November 16, 2017 Regular Council Meeting](#)



**CITY COUNCIL
MEETING MINUTES
NOVEMBER 2, 2017**

The Hutto City Council met in a regular session on Thursday, November 2, 2017, in the Hutto City Council Chamber, 401 W. Front Street, Hutto, TX 78634.

CALL SESSION TO ORDER

Mayor Gaul called the session to order at 7:00 p.m.

ROLL CALL

Members of the City Council that were present were Mayor Doug Gaul, Mayor Pro-tem Tom Hines, Councilmember Scott Rose, Councilmember Nathan Killough, Councilmember Tim Jordan, Councilmember Lucio Valdez, and Councilmember Terri Grimm.

Members of staff that were present were Odis Jones, City Manager, Mike Shaunessy, City Attorney, Helen Ramirez, Assistant City Manager, Byron Frankland, Chief of Police, Paul Hall, Assistant Chief of Police, Scot Stromsness, Executive Director of Public Works and Engineering, Larry Foos, Parks and Recreation Director, Eliska Padilla, Executive Director of Communications and Marketing, and Seth Gipson, City Secretary.

INVOCATION

The invocation was given by Councilmember Nathan Killough.

PLEDGE OF ALLEGIANCE

Mayor Gaul led the Pledge of Allegiance and the Texas Pledge.

PROCLAMATIONS

5A. Proclamation declaring November 15, 2017, as America Recycles Day in Hutto, Texas.

Mayor Gaul presented the following proclamation to representatives from the Keep Hutto Beautiful Foundation

Official Proclamation

Whereas, Hutto, Texas recognizes the importance of protecting and preserving our natural resources and adopting conscientious habits that will improve our daily lives and bring about a cleaner, economical, and more sustainable environment; and

Whereas, although there has been a significant increase in the amount of recycling in Hutto to date, which has improved our economy and created jobs, we must also continue to focus on our initiatives such as waste reduction, composting, the reuse of product and materials, and purchasing recycled products; and

Whereas, state and community leaders can help encourage recycling by informing citizens about local recycling options, they can also help foster greater awareness of the need to expand collection programs by promoting the benefits of recycling for businesses; and

Whereas, it is important that all Hutto citizens become involved in recycling activities and learn more about the many jobs creating recycled and recyclable products available to them as consumers; it is also fitting for Hutto, Texas to celebrate America Recycles Day 2017 and take action by educating citizens and businesses about the recycling options available in our community.

Now Therefore, I, DOUG GAUL, MAYOR of the City of Hutto do hereby proclaim the day of November 15, 2017, as

“America Recycles Day”

in Hutto and encourage businesses, state agencies, nonprofit organizations, schools and citizens to celebrate America Recycles Day 2017, and further promote recycling as a daily, environmentally efficient, and economically smart habit.

Proclaimed this the 2nd day of November, 2017.

Lance Romigh, Keep Hutto Beautiful Foundation Representative, thanked the Mayor and Council and spoke about the upcoming Recycling Day Event on November 18, 2017.

5B. Proclamation declaring the month of October 2017, as Fire Prevention Month in Hutto, Texas.

Mayor Gaul presented the following proclamation to Fire Chief Scott Kerwood.

Official Proclamation

Whereas, the City of Hutto, Texas and local first responders are committed to ensuring the safety and security of all those living in and visiting Hutto; and

Whereas, many of today's products and furnishings produce toxic gases and smoke when burned, making it impossible to see and breathe within moments, contributing to a smaller window of time for people to escape a home fire safely; and

Whereas, a home fire escape plan provides the skill set and know-how to quickly and safely escape a home fire situation; and a home fire escape plan includes two exits from every room in the home; a path to the outside from each exit; smoke alarms in all required locations; and a meeting place

outside where everyone in the home will meet upon exiting; and home fire escape plans should be developed by all members of the household; and

Whereas, the Williamson County Emergency Services District #3 and other local first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education.

Now Therefore, I, DOUG GAUL, MAYOR of the City of Hutto do hereby proclaim the month of October 2017, as

“Fire Prevention Month”

in Hutto and encourage all citizens of Hutto to develop home fire escape plan with all members of the household and practice it twice a year, and to participate in public safety activities and efforts.

Proclaimed this the 2nd day of November, 2017.

Chief Kerwood spoke briefly about fire prevention and reminded everyone about safety tips for the upcoming holiday season.

CITY COUNCIL COMMENTS

6A. General Comments from City Council

Mayor Gaul spoke briefly about the purpose of Hutto Has Heart.

Mayor Pro-tem Hines thanked the staff and everyone that worked on the Co-op property groundbreaking, and especially highlighted Kristi Robich for all of her hard work in making the event a success.

PUBLIC COMMENT

7A. Remarks from visitors

Ed Pride – 101 Cottonwood – shared his concerns regarding a recent settlement agreement concerning land options dealing with the megasite.

Mike Shaunessy, City Attorney, provided clarification to the remarks submitted by Mr. Pride and outlined the consequences if the City of Hutto had not taken action concerning the agreement.

Kay Johnson – 113 East St. – reiterated her concerns regarding actions occurring within the City of Hutto and stated that she only represents herself and not a group of people.

Terri Grimm – 227 Tolcarne Dr. – spoke as a private citizen – Mrs. Grimm shared her concerns about citizens negative comments regarding elected and appointed officials within the City of Hutto and the effect on the City. Mrs. Grimm also shared the accomplishments of both the City and the EDC in the

recent months as well as her pride in the work that has been completed by the City, staff, and the EDC Board.

PUBLIC HEARINGS

- 8A. Open and conduct the first public hearing regarding the proposed annexation of the Packsaddle Tracts, 169.99 acres, more or less, of land located on the east side of FM 1660 North and adjacent to the northern boundary of the Rivers Crossing Subdivision. (Helen Ramirez)

MOTION: Councilmember Nathan Killough moved to table item 8A. Councilmember Tim Jordan seconded the motion.

VOTE:

<i>Ayes:</i>	<i>Mayor Doug Gaul</i> <i>Mayor Pro-tem Tom Hines</i> <i>Councilmember Scott Rose</i> <i>Councilmember Nathan Killough</i> <i>Councilmember Tim Jordan</i> <i>Councilmember Lucio Valdez</i> <i>Councilmember Terri Grimm</i>
<i>Nays:</i>	<i>None</i>
<i>Abstain:</i>	<i>None</i>
<i>Absent:</i>	<i>None</i>

ACTION: The motion carried with 7 ayes and 0 nays.

CONSENT AGENDA ITEMS

- 9A. Consideration and possible action on the meeting minutes for the September 21, 2017 Regular City Council Meeting and September 28, 2017 Joint City Council and Hutto ISD Board Meeting. (Seth Gipson)
- 9B. Consideration and possible action on a resolution appointing Ashley Stathatos as the City of Hutto Representative to the Williamson County Regional Animal Shelter Board. (Seth Gipson)
- 9C. Consideration and possible action on a resolution repealing Resolution No. 2006-37R(1) and removing the designation of the Hutto Co-Op Site as a surplus and/or designated protected site within in the City of Hutto. (Helen Ramirez)
- 9D. Consideration and possible action on a resolution authorizing the City Manager to negotiate and execute a Certificate of Convenience and Necessity (CCN) agreement with Jonah Water Special Utility District. (Odis Jones)

MOTION: Councilmember Nathan Killough moved to pull item 9B from the consent agenda. Councilmember Tim Jordan seconded the motion.

VOTE: Ayes: Mayor Doug Gaul
 Mayor Pro-tem Tom Hines
 Councilmember Scott Rose
 Councilmember Nathan Killough
 Councilmember Tim Jordan
 Councilmember Lucio Valdez
 Councilmember Terri Grimm

 Nays: None
 Abstain: None
 Absent: None

ACTION: *The motion carried with 7 ayes and 0 nays.*

MOTION: *Mayor Pro-tem Tom Hines moved to approve items 9A, 9C, and 9D on the consent agenda. Councilmember Lucio Valdez seconded the motion.*

VOTE: Ayes: Mayor Doug Gaul
 Mayor Pro-tem Tom Hines
 Councilmember Scott Rose
 Councilmember Nathan Killough
 Councilmember Tim Jordan
 Councilmember Lucio Valdez
 Councilmember Terri Grimm

 Nays: None
 Abstain: None
 Absent: None

ACTION: *The motion carried with 7 ayes and 0 nays.*

Following the consent agenda items, the City Council addressed item 9B

- 9B. Consideration and possible action on a resolution appointing Ashley Stathatos as the City of Hutto Representative to the Williamson County Regional Animal Shelter Board. (Seth Gipson)

Odis Jones, City Manager, pointed out a modification that needed to be made to the resolution.

MOTION: *Councilmember Nathan Killough moved to appoint Helen Ramirez as the City of Hutto representative to the Williamson County Regional Animal Shelter Board. Councilmember Terri Grimm seconded the motion.*

There was additional discussion regarding this appointment and the Council asked if they needed to appoint an actual person or if a specific position at the city could be designated.

MOTION: *Councilmember Nathan Killough moved to amend his original motion to say to appoint the Assistant City Manager or another employee deemed by the City Manager as the City of Hutto*

representative to the Williamson County Regional Animal Shelter Board. Councilmember Terri Grimm seconded the motion.

VOTE: Ayes: Mayor Doug Gaul
 Mayor Pro-tem Tom Hines
 Councilmember Scott Rose
 Councilmember Nathan Killough
 Councilmember Tim Jordan
 Councilmember Lucio Valdez
 Councilmember Terri Grimm

 Nays: None
 Abstain: None
 Absent: None

ACTION: The motion carried with 7 ayes and 0 nays.

Below is the final amended motion that was voted on.

MOTION: Councilmember Nathan Killough moved to appoint the Assistant City Manager or another employee deemed by the City Manager as the City of Hutto representative to the Williamson County Regional Animal Shelter Board. Councilmember Terri Grimm seconded the motion.

VOTE: Ayes: Mayor Doug Gaul
 Mayor Pro-tem Tom Hines
 Councilmember Scott Rose
 Councilmember Nathan Killough
 Councilmember Tim Jordan
 Councilmember Lucio Valdez
 Councilmember Terri Grimm

 Nays: None
 Abstain: None
 Absent: None

ACTION: The motion carried with 7 ayes and 0 nays.

CITY MANAGER COMMENTS

10A. Updates and discussion concerning the Strategic Plan and Execution Guide. (Eliska Smith and Shawna Willis)

Eliska Padilla, Executive Director of Communications and Marketing, began the staff presentation. Mrs. Padilla highlighted some of the major accomplishments that have been achieved in 2017, which include:

- Acquiring the water utility
- Improvements to Fritz Park

- *Creating a Streets and Drainage Bond Program*
- *Website renovation*
- *Charter Election*
- *Reevaluation of employee benefits.*

Shawna Willis, Director of Human Resources, continued on with the staff presentation. Mrs. Willis outlined the proposed timeline for updating the strategic plan, expectations for the 2018 Fiscal Year, which included adding a new alignment for goals to connect them to the MAG 7 projects, and highlighted some of the proposed goals for 2018.

There was a brief discussion concerning aligning the strategic plan updates to the budget cycle and ensuring everyone is involved in the discussion and development.

WORK SESSION

- 11A. Discussion concerning the establishment of direction and criteria for the Historic Preservation Commission as it relates to the warrant process for business operations and boundary application and criteria. (Helen Ramirez)

Helen Ramirez, Assistant City Manager, made the staff presentation. Mrs. Ramirez provided an overview of the traditional roles of the Historic Preservation Commission (HPC), the district that is reviewed by the HPC, and the process and procedures that are currently in place.

Odis Jones, City Manager, expressed his recommendation that the HPC abilities should be restricted to protecting the integrity of historical contributing structures and that the Planning and Zoning Commission should determine the final use and operations of the properties even in the historical areas.

Mike Shaunessy, City Attorney, shared that making these modifications allows for consistency in the processes.

In conclusion, City Staff will work with legal counsel to align the codes and processes to minimize any risk.

Before the meeting adjourned, Mike Shuanessy, City Attorney, corrected a statement he made during public comment regarding the acquisition of the EDC options. Mr. Shaunessy mentioned that if the Council did not act on acquiring the options the third party would close on them in December, but that was incorrect, and they would have closed on the options in October 2017, leaving the third party with majority of the control of the megasite property.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:14 p.m.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Seth Gipson, City Secretary



**CITY COUNCIL
MEETING MINUTES
NOVEMBER 16, 2017**

The Hutto City Council met in a regular session on Thursday, November 16, 2017, in the Hutto City Council Chamber, 401 W. Front Street, Hutto, TX 78634.

CALL SESSION TO ORDER

Mayor Gaul called the session to order at 7:00 p.m.

ROLL CALL

Members of the City Council that were present were Mayor Doug Gaul, Mayor Pro-tem Tom Hines, Councilmember Nathan Killough, Councilmember Tim Jordan, Councilmember Lucio Valdez, and Councilmember Terri Grimm. Councilmember Scott Rose was absent.

Members of staff that were present were Odis Jones, City Manager, Mike Shaunessy, City Attorney, Helen Ramirez, Assistant City Manager, Byron Frankland, Chief of Police, Paul Hall, Assistant Chief of Police, Scot Stromsness, Executive Director of Public Works and Engineering, Larry Foos, Parks and Recreation Director, Eliska Smith, Executive Director of Communications and Marketing, and Lucretia Alvarez, City Secretary.

INVOCATION

The invocation was given by Pastor David McLain of The Bridge Church of Hutto.

PLEDGE OF ALLEGIANCE

Boy Scouts led the Pledge of Allegiance and the Texas Pledge.

PUBLIC COMMENT

5A. Remarks from visitors

*Diane Atkinson of 401 Willowbrook Drive regarding water rates.
Jeremiah Landing of 413 Blackman Trail regarding amendment proposal to city code.*

CITY MANAGER COMMENTS

6A. Recognition for the City of Hutto receiving the Planning Excellence Award from the American Planning Association Texas Chapter.

City Manager Odis Jones presented the award to the Planning Staff.

- 6B. Presentation and discussion concerning the City's financial statements and investments as of September 30, 2017. (Michel Sorrell)

Michel Sorrell, Chief Financial Officer, made the staff presentation.

Mayor Gaul moved agenda items 6C and 6D into executive session.

- 6C. Report concerning a potential violation of Section 3.08 (c) Prohibitions - Interference with Administration of the City Charter. (Odis Jones)

- 6D. City Attorney report concerning the McAlister Contract. (Mike Shaunessy)

- 6E. Discussion concerning the Mobility Master Plan and the creation of a citizen committee. (Scot Stromsness)

Helen Ramirez, Assistant City Manager, and Matt Rector, City Engineer, made the staff presentation to accept applications by December 1 forming a 12-15 member committee for three months of December, January, and February.

PRESENTATIONS

- 7A. Presentation on the 2017 Facade Improvement Grant Program. (Carolyn Horner)

Carolyn Horner, Director of Planning, made the staff presentation.

Council Member Hines made a motion to approve the requested amount. Motion died with lack of a second to the motion.

PUBLIC COMMENT

- 7A. Remarks from visitors

WORK SESSION

- 8A. Joint work session with the Hutto City Council and the Type B Economic Development Corporation Board of Directors to discuss post election strategy.

Council gave direction for a sub-committee or unified partnership with the EDC and Chamber of Commerce for a separate workshop meeting outside a council meeting.

CONSENT AGENDA ITEMS

- 9A. Consideration and possible action on a resolution approving the proposed Hutto Crossing Phase 4 Section 7 Final Plat, 1.160 acres, more or less, of land, one commercial lot, located on Chris Kelley Boulevard at US 79 (southwest corner). (Helen Ramirez)
- 9B. Consideration and possible action on a resolution authorizing the purchase of paving equipment from Closner. (David Mason)
- 9C. Consideration and possible action on a resolution authorizing the purchase of a hydraulic excavator from Waukesha-Pearce Industries. (David Mason)
- 9D. Consideration and possible action on a resolution authorizing the purchase of a Case TR340 Compact Track Loader from Associated Supply Company. (David Mason)
- 9E. Consideration and possible action on a resolution authorizing the purchase of a International Dump Truck from Longhorn International Trucks. (David Mason)
- 9F. Consideration and possible action on a resolution authorizing the purchase of a Crafcro Equipment melter and sealer. (David Mason)

Councilmember Hines requested removal of Item 9G from the consent agenda for amending.

MOTION: Councilmember Hines moved to approve items 9A-9F on the consent agenda. Councilmember Killough seconded the motion.

VOTE: Ayes: **Mayor Doug Gaul**
 Mayor Pro-tem Tom Hines
 Councilmember Nathan Killough
 Councilmember Tim Jordan
 Councilmember Lucio Valdez
 Councilmember Terri Grimm

 Nays: None
 Abstain: None
 Absent: Councilmember Scott Rose

ACTION: The motion carried with 6 ayes and 0 nays.

- 9G. Consideration and possible action on the meeting minutes for the October 5, 2017 and October 19, 2017 Regular City Council Meetings and October 12, 2017 Special Called City Council Meeting. (Seth Gipson)

MOTION: Councilmember Hines moved to approve the minutes with changes to October 5, 2017 and October 19, 2017 Regular City Council Meetings and October 12, 2017 Special Called City Council Meeting. Councilmember Killough seconded the motion.

Councilmember Tim Jordan
Councilmember Lucio Valdez
Councilmember Terri Grimm

Nays: None
Abstain: None
Absent: Councilmember Scott Rose

ACTION: The motion carried with 6 ayes and 0 nays.

Mayor Gaul recessed the meeting at 9:35 p.m. and the meeting reconvened at 9:40 p.m.

- 10B. Consideration and possible action on the first reading of an ordinance amending the City of Hutto Code Of Ordinances (2014 Edition), Appendix A Fee Schedule, Article A4.000 Public Facility Rentals, Article A5.000 Utilities and A7.000 Library. (Michel Sorrell)

Michel Sorrell, Chief Financial Officer, made the staff presentation.

MOTION: Councilmember Killough moved to approved the first reading of an ordinance amending the City of Hutto Code Of Ordinances (2014 Edition), Appendix A Fee Schedule, Article A4.000 Public Facility Rentals, Article A5.000 Utilities and A7.000 Library. Councilmember Jordan seconded the motion.

VOTE:

Ayes:	Mayor Doug Gaul Mayor Pro-tem Tom Hines Councilmember Scott Rose Councilmember Nathan Killough Councilmember Tim Jordan Councilmember Lucio Valdez Councilmember Terri Grimm
Nays:	None
Abstain:	None
Absent:	None

ACTION: The motion carried with 7 ayes and 0 nays.

- 10C. Consideration and possible action on the first reading of an ordinance amending the City of Hutto Code Of Ordinances (2014 Edition), Appendix A Fee Schedule, Article A1.000 Development Services, Engineering, and Construction. (Helen Ramirez)

Michel Sorrell, Chief Financial Officer, made the staff presentation.

MOTION: Councilmember Killough moved to approved the first reading of an ordinance amending the City of Hutto Code Of Ordinances (2014 Edition), Appendix A Fee Schedule, Article A1.000 Development Services, Engineering, and Construction. Councilmember Hines seconded the motion.

Mayor Pro-tem Tom Hines
Councilmember Nathan Killough
Councilmember Tim Jordan
Councilmember Lucio Valdez
Councilmember Terri Grimm

Nays: None
Abstain: None
Absent: Councilmember Scott Rose

ACTION: The motion carried with 6 ayes and 0 nays.

- 11C. Consideration and possible action on a resolution canvassing the returns and declaring the results of the November 7, 2017 Special Election Official. (Seth Gipson)

MOTION: Councilmember Hines moved to approve a resolution canvassing the returns and declaring the results of the November 7, 2017 Special Election Official. Councilmember Killough seconded the motion.

VOTE:

Ayes:	Mayor Doug Gaul Mayor Pro-tem Tom Hines Councilmember Nathan Killough Councilmember Tim Jordan Councilmember Lucio Valdez Councilmember Terri Grimm
Nays:	None
Abstain:	None
Absent:	Councilmember Scott Rose

ACTION: The motion carried with 6 ayes and 0 nays.

EXECUTIVE SESSION

- 12A. Executive Session, as authorized by Section 551.07 4, Texas Government Code, Personnel Matters, to deliberate the appointment, employment, evaluation, or duties of public officer or employees: City Manager.
- 12B. Executive Session, as authorized by Section 551.087, Texas Government Code, regarding deliberations concerning Economic Development Negotiations.
- 12C. Executive Session as authorized by Section 551.071, Texas Government Code, regarding consultation with Attorney.

The City Council Recessed into executive session at 9:59 p.m.

The City Council reconvened into executive session at 12:22.m.

CITY COUNCIL COMMENTS

13A. General Comments from City Council.

ADJOURNMENT

There being no further business, the meeting was adjourned at 12:22 a.m.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lucretia Alvarez, City Secretary

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 8A. **AGENDA DATE:** December 07, 2017

PRESENTED BY: Helen Ramirez, AICP, Assistant City
Manager

ITEM:

Consideration and possible action on the second and final reading of an ordinance approving the zoning change for the property known as the Co-Op District, 25.6266 acres, more or less, of land, located on US 79 West at Short Street, from OT-5C (Co-Op District) to Planned Unit Development (PUD) zoning district. (Helen Ramirez)

STRATEGIC GUIDE POLICY:

ITEM BACKGROUND:

The Co-op District is an approximately 25 acre site located along US Highway 79, adjacent to Short Street. Currently the site is mostly vacant, with The Gin building and several abandoned silos on the southern and eastern edges of the site.

Owners: City of Hutto

Developers: MA Partners

Current Zoning: Old Town Hutto, Form Based Code OT (Formerly SmartCode)

Proposed Zoning: Planned Unit Development

North: SF-1

East: Old Town Hutto, SmartCode

South: B-1, LI

West: B-1, B-2

Summary of Request:

The purpose of the Plan is to provide a mixed-use, walkable development consisting primarily of retail, high density residential, entertainment, restaurant, civic and office components. Design requirements dictate that the uses generally be oriented to the street and linked together by pedestrian elements such as walking trails, pedestrian plazas and storefront sidewalks. The developer is researching options for adapting or preserving the existing silos. This property is

located with the Old Town District, so the Historic Preservation Committee will also provide comments on the guidelines prior to this request going to City Council.

Permitted uses within the boundaries of the PUD are as listed in the below land use table:

Use	Conditions
<u>Residential</u>	
Multifamily	1
Dwelling: Single Household Attached Townhouse	2
Upper Story, above non-residential uses	
Assisted Living Facility	
Independent Living Facility	
<u>Non-Residential</u>	
Library	
Community Service	
Government Facilities	
Park	
Amenity/Recreation Center	
Commercial Parking	

Parking Garage	3
Restaurant/Bar	4
Food Catering (accessory or secondary to restaurant or bakery)	
Nightclub (with SUP)	
Entertainment facility, theater	
Outdoor Entertainment, including Amphitheater	
Live/Work Units	
Office: Professional	
Office: Medical (not on first floor)	
Veterinary Clinic	
Personal and business service shop	
Print Shop	
Hotel / Boutique Bed & Breakfast	
Retail Sales and Service (other than the uses listed below)	
Grocery	
Bakery	

Bank	5
Vehicle Sales	6

Use-Non Residential	Conditional Use
Day Care: Child (1-6 children)	7
Day Care: Child (greater than 6 children)	7
School: no more than 5 students	
School: at least 6 students	
Public Utility Substation	
Bed and Breakfast	
Bus Stops	
Hospital	
Research and Development	
Data Center	

Temporary uses	
Construction equipment storage lot	
Construction field office	

Portable storage container	
Temporary building	

Accessory uses	
Antenna, non residential use: other	
Free standing cisterns	
Drive through facility	
Satellite dish	
ATM machines – stand alone	

Conditions of Use

1. Multifamily

- a. For individual residential projects exceeding 24 dwelling units per acre, all required residential parking shall be provided within a parking structure that is attached to the residential structure.
- b. Buildings shall be oriented to the street or public green and parking (except for on street parking) shall be generally contained, as much as practical, internal to the multi family site with limited visibility from the surrounding streets.
- c. Multi family uses may be incorporated into a vertical mixed use building with office or retail on the ground floor and multi family located above.

2. Townhouse

- a. Development standards not addressed in this Plan shall comply with the SF-2 zoning district of the Code, as amended.
- b. Parking: A minimum of 2 parking spaces are required per unit. At least one (1) of the required spaces must be garage enclosed.
- c. Units shall be oriented to the street or public green and be elevated a minimum of 18 inches from the adjacent sidewalk.
- d. Garages shall be oriented towards an alley at the rear of the unit and the rear setback shall be measured from the edge of the alley.
- e. Single Family Attached homes shall be limited to a corridor a maximum of 250’ wide as measured from the easternmost property line.

3. Parking Garage

- a. Parking structures that front onto a public street must have an architectural screen, green screen or other aesthetic treatment that complements the surrounding architecture and is approved by the Architectural Review Committee.

4. Restaurant/Bar

- a. Drive through facilities only allowed by special use permit (SUP). Drive through facilities may only be located at the corner of US 79 Highway and Short Street.

5. Bank

- a. Any drive thru facility associated with a bank must be designed so that there is an intervening building that effectively screens the drive thru area, including stacking spaces, from a public street. Drive through facilities may only be located at the corner of US 79 Highway and Short Street.

6. Vehicle Sales

- a. All vehicles must be located inside the facility.

7. Daycare

- a. Daycare facilities may be integrated into an office complex or office building facility.

The permitted uses within the district includes Townhomes. Townhomes are limited to a 250 foot corridor adjacent to existing single family on the eastern edge of the property. Townhomes are allowed by right in SF-2 zoning, and zero lot line homes are allowed in the SF-1 zoning district. The developer would like to include zero lot line homes as a permitted use in the District, subject to the same location conditions as Townhomes.

The Lot Dimensions and Area table (below) provides the standards for the proposed uses allowed within the PUD boundaries.

	Multi family	Townhome	Commercial/ retail/office/ mixed use
Lot area (min)	20,000 sq. ft.	2,000 sq. ft.	10,000 sq. ft
Lot width at building line (min)	100 ft.	20 ft.	18 ft.

Minimum/Maximum Build to line street ROW	15/30 ft. (a)	15/30 ft.	15/30 ft. (a)
Side yard (min)	10 ft.	0 ft. for common walls or 5 ft. (b)	0 ft. for common walls or 10 ft. (b)
Rear yard (min)	10 ft.	6 ft.	5 ft.
Side and rear yard for accessory building (min)	Same as main Building (c)	Same as main building (c)	Same as main building (c)
Spacing between buildings (min)	20 ft.	10 ft.	10 ft.
Building height (min/max)	3 story/6 stories	1 story/3 stories	1 story/6 stories; 3 stories max. within 150 feet of existing residential
Building height, accessory (max)	15 ft.	15 ft.	15 ft.
Lot Coverage	80% (d)	80% (d)	95% (d)
Sidewalks (min width along streets)	8 ft. (e)	8 ft. (e)	15 ft. (e)

- a. The build-to line may be increased beyond the maximum setback to include parks, plazas, courtyards and other developed open spaces in the street yard.
- b. Side setback of 0 feet is allowed only for internal attached buildings with a common wall.
- c. Accessory buildings are not permitted between the front building line of the primary building and the public right of way.
- d. The buildable density on a lot shall be governed by the height, setback and lot coverage requirements only.
- e. Minimum sidewalk width between the building and the street curb and shall include walkways within the adjacent right of way per the street sections defined within this PUD.

In order to maintain a comprehensive site design throughout the PUD area, the Owner shall establish an Architectural Review Committee (ARC) composed of an architect, landscape architect and the Owner. The ARC shall establish design guidelines to specify the building and site orientation. For each project, items such as architectural plans, site plans with landscape and parking lot layouts shall be submitted to the ARC for their review and approval. An approval letter from the ARC shall be submitted with the corresponding applications to the City for site development and building permits. The approval of the ARC shall not take the place of any and all required submittals to the City, County or other governmental agency as necessary to receive regulatory approvals.

The proposed design guidelines for the Co-op District cover the following areas of development:

1. Overall Site Design
 - a. Building elements and orientation
 - b. Height and scale
 - c. Plazas and open spaces
 - d. Courtyards
 - e. Circulation for pedestrians and vehicles
 - f. Parking criteria
2. Architectural Criteria
 - a. Compatibility with style and theme
 - b. Building awnings
 - c. Building materials
 - d. Building colors
 - e. Building entrances
3. Landscape Design
 - a. Planting criteria
 - b. Parking lot landscaping
 - c. Landscape adjacent to buildings
 - d. Screening
 - e. Detention ponds
 - f. Street trees
4. Sign Guidelines
 - a. Master Sign Plan
 - b. Sign location map
 - c. Types of signs
5. Site Furnishings
 - a. Complementary styles in benches
 - b. Trash receptacles
 - c. Bike racks
 - d. Benches
 - e. Planters
6. Lighting
 - a. Street lighting
 - b. Aesthetic lighting
7. Art & Sculpture

- a. Murals
- b. Landscape art
- c. Silo art

These guidelines are included in draft format with this report for your review.

The Applicant is proposing some additional landscaping guidelines within the district. Landscaping and screening in this entertainment-based district is necessary to maintain the walkable atmosphere and visually pleasing view.

The additional landscaping is summarized in the following table:

Area	Native tall trees (minimum)	Native small trees (minimum)	Native shrubs (minimum)
Landscape buffer Hwy 79	1 per 40 ft. of linear buffer	1 per 40 ft. of linear buffer	1 per 5 ft. of linear buffer
Street frontage along internal, public streets – “Street Trees”	1 per 40 ft. of street frontage unless interruption is desired for courtyard, patio, plaza or architectural focal point	Optional	Optional
Parking lots: landscape islands in rows and at row ends	1 per island if terminating or interrupting one row; 2 per island if terminating or interrupting two rows	Optional	2 per island if terminating one row; 4 per island if terminating or interrupting two rows. Shall not impede visibility.
Parking lots: landscape buffers between parking lot and public street or pedestrian area.	1 per 40 ft. of linear landscape area	1 per 30 ft. of linear landscape area	1 per 5 ft. of linear landscape area

Interior Parking: 10 ft. landscape median between every other parking bay	1 per 60 ft of linear landscape area	1 per 25 ft of landscape area	
Dumpster Screening (*does not apply when the enclosure is an architectural extension of a principal building)		1 on each of the three sides of the enclosure, except the side where the gate is located.	1 per 4 linear ft of wall constructed
Ground Mounted Equipment			1 per 3 ft of linear landscape around boundary, except the side where access is located.
Medians	1 per 50 ft. of linear median	Optional	Optional
Other areas (retention and detention basins, open space, etc.)	1 per 2,500 sq. ft. of landscape area	1 per 5,000 sq. ft. of landscape area	2 per 1,000 sq.ft. of landscape buffer

“Street Trees”

1. Planted a maximum of 40’ on center except when an interruption is desired for an architectural feature or pedestrian plaza or open space.
2. Trees shall be located a minimum of ten feet (10’) from a building.
3. Located within a minimum six-foot (6’) wide planting strip or within a 6’x6’ tree grate.
4. Sized at a minimum of three (3”) caliper;
5. All trees should be pruned of branches that overlap into pedestrian walkways, parking spaces or drive aisles up to 9 feet high to allow for safe passage.
6. The following tree species are recommended for Street Trees. The same species shall be used along a contiguous street frontage for a visual consistency.

<u>Common Name</u>	<u>Scientific Name</u>
Carolina Cherry Laurel	<i>Prunus caroliniana</i>

Chinquapin Oak	<i>Quercus muehlenbergii</i>
Texas Red Oak	<i>Quercus buckleyi</i>
Cedar Elm	<i>Ulmus crassifolia</i>
Lacebark Elm	<i>Ulmus parvifolia</i>
Live Oak	<i>Quercus virginiana</i>
Mexican Sycamore	<i>Platanus mexicana</i>

Within the boundary of the proposed PUD, two distinct town greens will be incorporated into the design. One green area will be located directly north of the existing Gin building, and the second space will be located along the proposed retention lake on the west side. The town green areas will incorporate pedestrian oriented elements which may include but not be limited to the following elements: amphitheater, event lawns, playground, plazas, splash pad and/or water features, landscape beds, plaza seating, shade canopies, art sculptures, walkways, landscaping, seat walls. The proposed Open space shall fully satisfy all parkland and open space requirements of the City with respect to the PUD boundary. No parkland dedication, cash payment in lieu of parkland dedication or improvements in lieu of parkland dedication shall be required for this PUD.

Staff Review:

The Planned Unit Development (PUD) process and zoning designation allows creativity, innovation and flexibility in land use, density, site planning and design for a parcel that would result in a project more appropriate and desirable than what would result from strict application of the UDC. Development standards are required for a parcel that would be developed as a PUD. Staff has reviewed the proposed PUD development standards against the required criteria.

1. *The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.*

The PUD application is consistent with desired flexibility guidelines of the Form Based Code district, yet provides additional guidelines and regulations to promote a walkable, mixed-use vibrant neighborhood. The proposed development is adjacent to the existing single family neighborhood and will continue residential use along the eastern edge. This is the first development that would fall within the area envisioned as a dense entertainment district, and the pedestrian-oriented development regulations will establish a new street grid pattern in the area that will continue as the area develops.

- 2. The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.*

The proposed Co-op District is located on land that has significant historical value to the City of Hutto. The uses and standards within the proposed PUD seek to build upon the Co-op's history by integrating existing silos into the overall design, using native materials in the architectural and landscape regulations, and including hippo-themed streetscape where possible.

- 3. The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.*

The Co-op site is approximately 25 acres in size, with around 5 acres designated as open space for detention needs. Two green areas are planned, one adjacent to the existing Gin building and a larger one near the ponds. These active open spaces are integrated into the design of the overall site through pedestrian walkways, building orientation to the street, and reduced surface parking.

- 4. The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development of the site.*

This PUD combines a more intense, dense development with active open space and design guidelines to provide a cohesive, pedestrian-oriented entertainment district.

- 5. The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.*

The proposed development is a mixed use development that is located in an area of the community that is existing residential and commercial developments. The proposed street connectivity and overall site guidelines were designed to minimize hazards while promoting walkability. It does not appear that development will negatively affect the health, safety, and general welfare of the community.

- 6. The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.*

The proposed street layout continues two existing streets east-west through this development, and creates a new north-south main street off US 79. The new street layout provides adequate coverage for fire protection. Existing infrastructure will serve the site, with extensions as needed provided by the developer.

- 7. The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.*

The proposed PUD, while denser than development allowed under current zoning, will not have a greater burden on city services. The development includes increased detention capacity designed to handle growth in the area, extensions of existing infrastructure at developer's expense, and other design features to mitigate impacts.

8. *PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.*

An Architectural Review Committee (ARC) will be formed and tasked with reviewing all proposed development in the PUD. New construction must conform to the design guidelines prior to submittal to the City for formal review and approval. The guidelines are a blend of new ideas and features compatible with the existing Old Town Hutto.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

The Historic Preservation Commission recommended approval to City Council on October 24, 2017.

The Planning and Zoning Commission recommended approval to City Council on October 3, 2017.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff finds that the proposed PUD for the Co-op District meet the intent of all provisions for PUD Review Criteria as listed in Section 10.203.10.3 of the UDC. Therefore, staff recommends that the Council approve the second and final reading of the ordinance.

SUPPORTING MATERIAL:

1. [Ordinance - Co-Op District Planned Unit Development \(PUD\)](#)
2. [Exhibit A - Property Description](#)
3. [Exhibit B - Planned Unit Development Document](#)

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HUTTO, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: CHANGING THE ZONING OF 25.6266 ACRES, MORE OR LESS, OF LAND, KNOWN AS THE CO-OP DISTRICT PLANNED UNIT DEVELOPMENT (PUD), AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; FROM OT-5C (CO-OP DISTRICT) TO PLANNED UNIT DEVELOPMENT (PUD) ZONING, INCLUDING A DEVELOPMENT PLAN AS DESCRIBED IN EXHIBIT "B" AND ATTACHED HERETO; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to amend the Official Zoning Map to zone the properties described in **Exhibit "A"** being attached hereto and incorporated herein, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 3rd day of October, 2017, and;

WHEREAS, on the 2nd day of November, 2017, after proper notification, the City Council held a public hearing on the requested amendment, and;

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

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

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

SECTION I.

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

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

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

That the Official Zoning Map of the City of Hutto, Texas, is hereby amended to include the property described in the **Exhibit "A"**, attached hereto and incorporated herein, and the Development Plan attached hereto as **Exhibit "B"** and incorporated herein.

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and **APPROVED** on first reading on this the 16th day of **November, 2017** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and ADOPTED on second reading of ordinance this **7th** day of **December, 2017** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

Attest:

Lucretia Alvarez, City Secretary



PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wards.com
www.4wards.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 25.6266 ACRES (1,116,294 SQUARE FEET), PARTIALLY OUT OF THE WILLIAM J. BROWN SURVEY NO. 22, ABSTRACT NO. 105, AND PARTIALLY OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, BOTH IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 8.62 ACRE TRACT CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2008077696 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T), SAID TRACT BEING A PORTION OF LOT 23 BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAVE AND EXCEPT A PORTION OF A CALLED 0.055 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2017025032 (O.P.R.W.C.T), AND BEING ALL OF A CALLED 11.157 ACRE TRACT (DESCRIBED AS TRACT I, SAVE AND EXCEPT A PORTION OF A CALLED 0.055 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2017025032 (O.P.R.W.C.T)), AND BEING ALL OF A CALLED 1.256 ACRE TRACT (DESCRIBED AS TRACT II), SAID TRACT II BEING ALL OF LOTS 7 THROUGH 12, BLOCK 8, I. & G. N. RAILROAD ADDITION, A SUBDIVISION RECORDED IN VOLUME 50, PAGE 251 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.), AND BEING ALL OF A 1.364 ACRE TRACT (DESCRIBED AS TRACT III), AND BEING ALL OF A CALLED 0.691 ACRE TRACT (DESCRIBED AS TRACT IV) SAID TRACT IV BEING ALL OF LOTS 1-4 AND A PORTION OF LOT 5, BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION, SAVE AND EXCEPT THE PORTION OF SAID LOTS 4 AND 5 CONVEYED TO WELDON R. COPELAND IN DOCUMENT NO. 2003044735 (O.P.R.W.C.T), SAID TRACTS I-IV CONVEYED TO THE CITY OF HUTTO, TEXAS, IN DOCUMENT NO. 2003119272 (O.P.R.W.C.T), AND BEING ALL OF A 0.02 ACRE TRACT (DESCRIBED AS TRACT 2) AND A CALLED 0.01 ACRE TRACT (DESCRIBED AS TRACT 4) CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2006070154 (O.P.R.W.C.T), SAID TRACTS 2 AND 4 BEING A PORTION OF AN ALLEY (17' RIGHT-OF-WAY) CROSSING BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION (SAID TRACTS 2 AND 4 INCORRECTLY REFERENCED IN DOCUMENT NO 2006070154 (O.P.R.W.C.T) THE ALLEY TO BE 20' WIDE), AND BEING A PORTION OF THE ALLEY (17' RIGHT-OF-WAY) CROSSING BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION, AND BEING ALL OF A CALLED 1.442 ACRE TRACT (DESCRIBED AS TRACT II) AND A CALLED 2.919 ACRE TRACT (DESCRIBED AS TRACT III) CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2004003059 (O.P.R.W.C.T), AND BEING ALL OF A CALLED 0.093 ACRE TRACT CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2016079125 (O.P.R.W.C.T), SAID 0.093 ACRE TRACT BEING A PORTION OF LOT 1, LOT 7 AND AN ALLEY (21' RIGHT-OF-WAY, VACATED PER DOCUMENT NO. 2015052472 (O.P.R.W.C.T)) IN BLOCK 9 OF SAID I. & G. N. RAILROAD ADDITION,

**SAID 25.6266 ACRES BEING MORE PARTICULARLY DESCRIBED BY
METES AND BOUNDS AS FOLLOWS:**

BEGINNING, at a 1/2-inch iron rod with "RJ" cap found in the south line of Lot 15, Block A, Hutto Square Section 1, recorded in Cabinet W, Slides 263-267 (P.R.W.C.T.), and being the northeast corner of a called 2.814 acre tract conveyed to WLD Petersen Investments-Hutto, LLC, in Document No. 2015048567 (O.P.R.W.C.T.), and being the common north corner of Lots 23 and 24, Block A, of said Hutto Square Commercial Lots, and being the northwest corner of said City of Hutto 8.62 acre tract, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with illegible cap found in the east right-of-way line of Exchange Boulevard (right-of-way varies), and being the southwest corner of Lot 23, Block A of said Hutto Square Section 1, and being the northwest corner of Lot 24, Block A, of said Hutto Square Commercial Lots, and being the northwest corner of said WLD Petersen tract bears, **N83°12'42"W**, a distance of 422.93 feet;

THENCE, with the south line of Block A of said Hutto Square Section 1, and with the north line of Lot 23, Block A, of said Hutto Square Commercial Lots, and in part with the north lines of said City of Hutto 8.62 acre and 11.157 acre tract, **S83°12'42"E**, a distance of **762.58** feet to a 1/2-inch iron rod with illegible cap found for the northeast corner hereof, said point being in the west line of Lot 1, Block 13 of said I. & G. N. Railroad Addition, and being the southeast corner of Lot 1, Block A of said Hutto Square Section 1, and being the northeast corner of Lot 23, Block A, of said Hutto Square Commercial Lots, and said City of Hutto 8.62 acre and 11.157 acre tracts;

THENCE, with the east lines of Lot 23, Block A, of said Hutto Square Commercial Lots, and said City of Hutto 8.62 acre and 11.157 acre tracts, in part with the west line of Lot 1, Block 13 of said I. & G. N. Railroad Addition, and in part with the western terminus of Live Oak Street (right-of-way varies), **S07°51'48"W**, passing at a distance of a 96.56 feet, a 1/2-inch iron rod with illegible cap found at the previous southwest terminus of said Live Oak Street, and continuing for a total distance of **107.24** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof, said point being at the southwest terminus of said Live Oak Street, and being at the northeast corner of a called 0.055 acre tract conveyed to Hill Country Bible Church Hutto in Document No. 2017025032 (O.P.R.W.C.T.), and being in the north line of Lot 1A, Block 9 of Railroad Addition, Lots 1-4, 5 (S/PT), and 7 Block 9, Amended Plat, recorded in Document No. 2015080695 (O.P.R.W.C.T.);

THENCE, leaving the east line of Lot 23, Block A, of said Hutto Square Commercial Lots, and said City of Hutto 8.62 acre and 11.157 acre tracts, in part over and across Lot 23, Block A, of said Hutto Square Commercial Lots, and said City of Hutto 8.62 acre and 11.157 acre tracts, with the north and west lines of said 0.055 Hill Country Bible Church Hutto tract and said Lot 1A, in part with the east and south lines of said 0.093 acre City of Hutto tract, and in part with the north right-of-way line of Pecan Street (right-of-way varies), the following three (3) courses and distances:

- 1) **S77°15'43"W**, a distance of **42.28** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an interior ell-corner hereof,
- 2) **S12°32'27"E**, a distance of **261.15** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an exterior ell-corner hereof, and
- 3) **S77°15'17"W**, a distance of **54.99** feet to a 1/2-inch iron rod with illegible cap found for an interior ell-corner hereof, said point being at the northwest terminus of said Pecan Street, and being at the southwest corner of said 0.093 City of Hutto tract, and being in the east line of said 11.157 acre City of Hutto tract;

THENCE, with the western terminus of said Pecan Street and the east line of said 11.157 acre City of Hutto tract, **S07°51'48"W**, a distance of **53.36** feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an interior ell-corner hereof, said point being at the southwest terminus of said

Pecan Street, and being the northwest corner of Lot 12, Block 8 of said I. & G. N. Railroad Addition, and being the northwest corner of said 1.256 acre City of Hutto tract;

THENCE, with the south right-of-way line of said Pecan Street, the north line of Block 8 of said I. & G. N. Railroad Addition, and the north line of said 1.256 acre City of Hutto tract, **N77°14'55"E**, a distance of **403.39** feet to a calculated point for an exterior ell-corner hereof, said point being at the intersection of the west right-of-way line of West Street (80' right-of-way) with the south right-of-way line of said Pecan Street, and being the northeast corner of Lot 7, Block 8 of said I. & G. N. Railroad Addition, and said 1.256 acre City of Hutto tract, from which a disturbed 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found bears, **S77°14'55"W**, a distance of 0.58 feet;

THENCE, with the west right-of-way line of said West Street, in part with the east lines of Lot 7, Block 8 of said I. & G. N. Railroad Addition, and said 1.256 acre City of Hutto tract, and in part with the eastern terminus of the vacated portion of said 17' alley, **S12°33'09" E**, a distance of **136.57** feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an exterior ell-corner hereof, said point being at the southeast terminus of the vacated portion of said 17' alley;

THENCE, with the south line of the vacated portion of said 17' alley, **S77°15'00"W**, a distance of **107.66** feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an angle point hereof;

THENCE, leaving the south line of the vacated portion of said 17' alley, over and across said 17' alley, **S00°31'43"W**, a distance of **8.75** feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an angle point hereof, said point being in the south line of said 17' alley, and being at the northwest corner of said 0.03 acre Copeland tract, and being in the north line of Lot 4, Block 8 of said I. & G. N. Railroad Addition, and being the northeast corner of the remainder of said 0.691 acre City of Hutto tract, and being the northwest corner of said 0.03 acre Copeland tract;

THENCE, leaving the south line of said 17' alley, over and across Lots 4 and 5, Block 8 of said I. & G. N. Railroad Addition, with the common line of said 0.03 acre Copeland tract and the remainder of said 0.691 acre City of Hutto tract, the following two (2) courses and distances:

- 1) **S12°38'22"E**, a distance of **49.94** feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an interior ell-corner hereof, and
- 2) **N77°14'55"E**, a distance of **30.30** feet to a calculated point for an exterior ell-corner hereof, said point being at the southwest corner of a tract described as a portion of Lots 5 and 6, Block 8 of said I. & G. N. Railroad Addition, conveyed to Weldon R. Copeland in Document No. 1997029237 (O.P.R.W.C.T.), and being the northwest corner of a tract described as a portion of Lots 5 and 6, Block 8 of said I. & G. N. Railroad Addition, conveyed to Leroy Cast in Volume 1159, Page 263 of the Official Records of Williamson County, Texas (O.R.W.C.T.), and being the southeast corner of said 0.03 acre Copeland tract, and being a northeast corner of the remainder of said 0.691 acre City of Hutto tract;

THENCE, with the common line of said Cast tract and 0.691 acre City of Hutto tract, **S14°18'53"E**, a distance of **74.85** feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an exterior ell-corner hereof, said point being in the north right-of-way line of Farley Street (80' right-of-way), and being in the south line of Lot 5, Block 8 of said I. & G. N. Railroad Addition, and being the southwest corner of said Cast tract, and being the southeast corner of said 0.691 acre City of Hutto tract;

THENCE, with the north right-of-way line of said Farley Street, and with the south line of Block 8 of said I. & G. N. Railroad Addition and said 0.691 acre City of Hutto tract, **S77°03'02"W**, a distance of **242.97** feet to 1/2-inch iron rod with "Ward-5811" cap set for an interior ell-corner hereof, said point being at the

intersection of the north right-of-way line of said Farley Street with the west right-of-way line of Short Street (50' right-of-way), and being in the west line of said 1.364 acre City of Hutto tract, and being at the southwest corner of Lot 1, Block 8 of said I. & G. N. Railroad Addition, and being the southwest corner of said 0.691 acre City of Hutto tract, from which a bent 1/2-inch iron rod found bears, N77°03'02"E, a distance of 0.95 feet;

THENCE, with the west right-of-way line of said Short Street, in part with the east line of said 1.364 acre City of Hutto tract, and in part with the east line of said 2.919 acre City of Hutto tract, **S12°36'07"E**, a distance of **357.59** feet to a 1/2-inch iron rod with illegible cap found for the southeast corner hereof, said point being at the intersection of the west right-of-way line of said Short Street with the north right-of-way line of U.S. Highway 79 (right-of-way varies), and being the southeast corner of said 1.364 acre City of Hutto tract;

THENCE, with the north right-of-way line of said US Highway 79, in part with the south line of said 2.919 acre and said 1.442 acre City of Hutto tracts, the following four (4) courses and distances:

- 1) **44.01** Feet along the arc of a curve to the left, having a radius of **2,904.79** feet, and a chord which bears **S72°28'08"W**, a distance of **44.01** feet to a TxDot Type II brass disc found for a point of tangency hereof,
- 2) **S72°19'10"W**, a distance of **324.62** feet to a TxDot Type II brass disc found for a point of curvature hereof,
- 3) **246.50** Feet along the arc of a curve to the right, having a radius of **2,904.79** feet, and a chord which bears **S74°47'48"W**, a distance of **246.42** feet to a 1/2-inch iron rod with "Baker Aicklen" cap found for a point of tangency hereof, and
- 4) **S77°20'10"W**, a distance of **249.44** feet to a TxDot Type II brass disc found for the southwest corner hereof, said point being an angle point in the north right-of-way line of said U.S. Highway 79, and being the southeast corner of a called 0.11 acre tract described in Volume 238, Page 172 (D.R.W.C.T.), and being the southwest corner of said 1.442 acre City of Hutto tract, from which a 1/2-inch iron rod with illegible cap found at an angle point in the north right-of-way line of said U.S. Highway 79, and being the southeast corner of Lot 25A, Block A of Hutto Square Commercial Lots, Phase B, recorded in Cabinet BB, Slides 184-186 (P.R.W.C.T.), and being the southwest corner of said 0.11 acre tract bears, S89°00'55"W, a distance of 48.65 feet;

THENCE, leaving the north right-of-way line of said U.S. Highway 79, in part with the east lines of said 0.11 acre tract and said Lot 25A, and in part with the west lines of said 1.442 acre, said 2.919 acre and said 11.157 acre City of Hutto tracts, **N07°31'47"E**, a distance of **321.82** feet to a 1/2-inch iron rod with "Coalter-1481" cap found for an interior ell-corner hereof, said point being in the west line of said 11.157 acre City of Hutto tract, and being at the northeast corner of said Lot 25A, and being the southeast corner of Lot 23, Block A, of said Hutto Square Commercial Lots and said 8.62 acre City of Hutto tract;

THENCE, with the common line of Lot 25A, Lot 23, Block A, of said Hutto Square Commercial Lots and said 8.62 acre City of Hutto tract, **N86°13'57"W**, a distance of **307.47** feet to a disturbed 1/2-inch iron rod found for an exterior ell-corner hereof, said point being in the east line of Lot 14 of the Hutto Exchange, recorded in Cabinet G, Slides 185-186 (P.R.W.C.T.), and being the common west corner of Lot 25A, Lot 23, Block A, of said Hutto Square Commercial Lots and said 8.62 acre City of Hutto tract;

THENCE, with the common line of said Lot 14, Lot 23, Block A, of said Hutto Square Commercial Lots and said 8.62 acre City of Hutto tract, the following two (2) courses and distances:

- 1) **N07°24'38"E**, a distance of **106.77** feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof, and

- 2) **N40°07'55"W**, a distance of **330.85** feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof, said point being in the south line of a called 4.43 acre tract conveyed to Williamson County in Document No. 2005053311 (O.P.R.W.C.T.), and being a corner in the west line of said 8.62 acre City of Hutto tract;

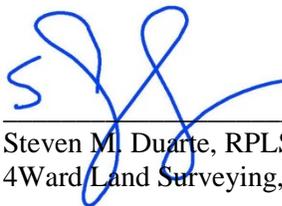
THENCE, leaving the common line of Lot 14 and Lot 23, Block A, of said Hutto Square Commercial Lots, with the common line of said Williamson County tract and said 8.62 acre City of Hutto tract, **S83°02'32"E**, a distance of **126.50** feet to a 1/2-inch iron rod with cap found for an exterior ell-corner hereof, said point being a corner in the common line of said Williamson County tract and said 8.62 acre City of Hutto tract, and being in the common line of Lots 23 and 24, Block A, of said Hutto Square Commercial Lots;

THENCE, with the common line of Lots 23 and 24, Block A, of said Hutto Square Commercial Lots, and said 8.62 acre City of Hutto tract, in part with the south and east lines of said Williamson County tract, and in part with the east line of said WLD Petersen tract, the following five (5) courses and distances:

- 1) **S39°30'36"E**, a distance of **122.99** feet to a 3/8-inch iron rod found for an angle point hereof,
- 2) **N85°45'38"E**, a distance of **56.43** feet to a 3/8-inch iron rod found for an angle point hereof,
- 3) **N50°12'36"E**, a distance of **51.90** feet to a 3/8-inch iron rod found for an angle point hereof,
- 4) **N08°47'04"E**, a distance of **165.24** feet to a bent 1/2-inch iron rod found for an angle point hereof, and
- 5) **N05°40'42"E**, passing at a distance of 280.97 feet, a 1/2-inch iron rod with illegible cap found at the common east corner of said Williamson County tract and said WLD Petersen tract, and continuing for a total distance of **565.73** feet to the **POINT OF BEGINNING** and containing 25.6266 Acres (1,116,294 Square Feet) of land, more or less.

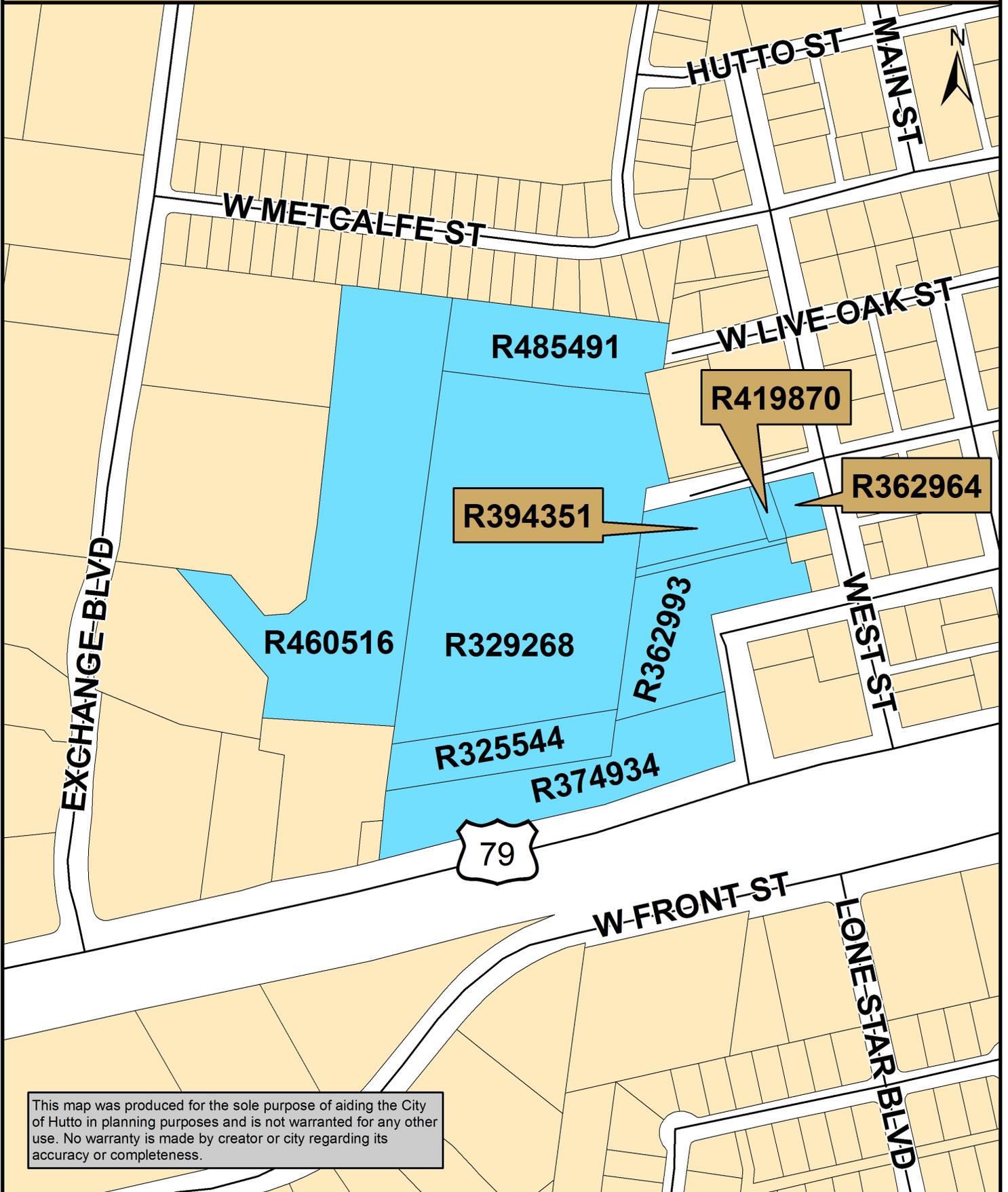
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000117952327. See attached sketch (reference drawing: 00627.dwg).

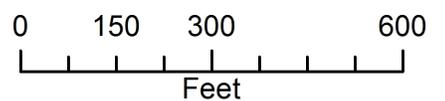

8/24/2017
Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC



Co-Op District PUD



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



Hutto Co-op

**City of Hutto, Texas
Planned Unit Development (PUD)**

**Exhibit A
Development Plan**

**September 8, 2017
Revised September 28, 2017
Revised October 10, 2017**

**Applicant: MA Partners, LLC
15443 Knoll Trail Road
Suite 130
Dallas, Texas 75248**

**Prepared by: SEC Planning
4201 W. Parmer Lane
Building A, Suite 220
Austin, TX 78727**

Table of Contents

1. GENERAL PROVISIONS

1.1	Title.....
1.2	Purpose and Intent.....
1.3	Applicability of City Ordinances.....
1.4	Severability.....
1.5	Amendments to Ordinance.....
1.6	Definitions.....

2. DEVELOPMENT PLAN and LAND USES

2.1	Permitted Uses in the PUD.....
2.2	Use Descriptions and Standards.....

3. DEVELOPMENT STANDARDS

3.1	General Standards.....
3.2	Site Design Standards.....
3.3	Architectural Standards.....
3.4	Landscaping.....
3.5	Streets.....
3.6	Common Open Space.....
3.7	Walls and Fencing.....
3.8	Outdoor Lighting.....
3.9	Signs.....

4. Exhibits

	Legal Description – Exhibit B
	Land Use Plan-Exhibit C
	Open Space Plan-Exhibit D
	Transportation Circulation Diagram-Exhibit E
	Street Cross Sections-Exhibit F
	Plant Palette-Exhibit G

1. GENERAL PROVISIONS

1.1 Title

This ordinance is known as the “Hutto Co-op District” Planned Unit Development Ordinance and may be cited as “Hutto Co-op” PUD.

1.2 Purpose and Intent

The purpose of this Plan is to ensure a PUD that creates a vibrant mixed use district as well as: 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements, 2) is in harmony with the Old Town Master Plan 3) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 4) is adequately provisioned by essential public facilities and services, and 5) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

1.3 Applicability of City Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this PUD Plan. All aspects not specifically covered by this Plan shall be regulated by the UDC “Unified Development Code of the City of Hutto, Texas” (“UDC”) in effect on the date of adoption of this ordinance. In those cases where in conflict, this PUD shall take precedence over the UDC.

1.4 Severability

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

1.5 Amendments to Ordinance

Technical, site planning or engineering considerations that meet the intent of this PUD may call for minor modifications from the approved PUD. The Planning Director may approve minor modifications if they promote flexibility in design and are consistent with the intent of the original PUD approval.

Modifications to the PUD shall be administered as follows:

Modifications of the Concept Plan pertaining to (a) roadway and trail alignments; (b) changes in the density of specific sections or phases shown on the Concept Plan that do not increase the overall density of development on the Land, and (c) changes of less than twenty percent (20%) in the size of any section or phase shown on the Concept Plan, shall be considered “Minor Modifications” over which the City’s Planning Director has final review and decision-making authority. In addition, the City may request modifications to the Concept Plan relating to roadway and trail alignments if necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations, all of which shall be considered Minor Modifications over which the City’s Planning Director has final review and decision-making authority.

All other changes to the Concept Plan that are not Minor Modifications shall be considered “Major Modifications.” Major Modifications to the Concept Plan must be approved as an amendment to this PUD Ordinance by the City Council. After approval by the City in accordance with these requirements, all Minor Modifications and Major Modifications to the Concept Plan shall be recorded by the City at the Property owner’s expense in the Official Records of Williamson County, and thereafter, all references in this Development Plan to the Concept Plan shall mean and refer to the then most current approved and recorded Concept Plan.

Minor Modifications to the Concept Plan allowed by this Development Plan shall not be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code. All Major Modifications to the Concept Plan shall be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code, and the provisions of the UDC and all other applicable laws and regulations in effect at the time of such Major Modifications shall apply unless the City agrees otherwise.

Approval of this Development Plan does not constitute plat or site plan approval, and all development related approvals required by the UDC are still required. The request for an amendment to the PUD Ordinance shall not subject the entire application to public hearing, but only that portion necessary to rule on the specific issue requiring the relief.

1.6 Definitions

Definitions set forth in the UDC, including general abbreviations, terms definitions and conditions for use indicated throughout this ordinance shall apply to this PUD.

2. DEVELOPMENT PLAN and LAND USES

2.1 Permitted Uses in the PUD

The purpose of the Plan is to provide a mixed-use, walkable development including retail, office, restaurant, entertainment, civic and residential uses. **Exhibit C**, illustrates the location of the Plan area and the proposed land use blocks in relation to the adjacent existing and planned facilities.

The Plan consists primarily of retail, high density residential, entertainment, restaurant, civic and office components. Design requirements dictate that the uses generally be oriented to the street and linked together by pedestrian elements such as walking trails, pedestrian plazas and storefront sidewalks.

Permitted uses within the boundaries of the PUD are as listed in the below land use table:

PERMITTED USES

Use	Conditions
<u>Residential</u>	
Multifamily	1
Upper Story, above non-residential uses	
Assisted Living Facility (2 nd floor and above)	
Independent Living Facility (2 nd floor and above)	
<u>Non-Residential</u>	
Library	
Community Service	
Government Facilities	
Park	
Amenity/Recreation Center	
Commercial Parking	
Parking Garage	3
Restaurant/Bar	4
Food Catering (accessory or secondary to restaurant or bakery)	
Nightclub (with SUP)	
Entertainment facility, theater	
Outdoor Entertainment, including Amphitheater	
Live/Work Units	

Office: Professional	
Office: Medical (limited to 25% of first floor area within any building)	
Veterinary Clinic	
Personal and business service shop	
Print Shop	
Hotel / Boutique Bed & Breakfast	
Retail Sales and Service (other than the uses listed below)	
Grocery	
Bakery	
Bank	5
Vehicle Sales	6

Use-Non Residential	Conditional Use
Day Care: Child (1-6 children)	7
Day Care: Child (greater than 6 children)	7
School: no more than 5 students	
School: at least 6 students	
Public Utility Substation	
Bed and Breakfast	
Bus Stops	
Research and Development	
Data Center	

Temporary Uses

Temporary uses	
Construction equipment storage lot	
Construction field office	

Portable storage container	
Temporary building	

Accessory Uses

Accessory uses	
Antenna, non residential use: other	
Free standing cisterns	
Drive through facility	
Satellite dish	
ATM machines – stand alone	

Conditions of Use

- (1) Multifamily
 - (a) For individual residential projects exceeding 24 dwelling units per acre, all required residential parking shall be provided within a parking structure that is attached to the residential structure.
 - (b) Buildings shall be oriented to the street or public green and parking (except for on street parking) shall be generally contained, as much as practical, internal to the multi family site with limited visibility from the surrounding streets.
 - (c) Multi family uses may be incorporated into a vertical mixed use building with office or retail on the ground floor and multi family located above.
- (2) Parking Garage
 - (a) Parking structures that front onto a public street must have an architectural screen, green screen or other aesthetic treatment that complements the surrounding architecture and is approved by the Architectural Review Committee.
- (3) Restaurant/Bar
 - (a) Drive through facilities only allowed by special use permit (SUP). A maximum of 2 drive through lanes are allowed. Drive through facilities are limited to an area located within 300 feet of Highway 79.
- (4) Bank
 - a) Any drive thru facility associated with a bank must be designed so that there is an intervening building that effectively screens the drive thru area, including stacking spaces, from a public street. A maximum of 2 drive through lanes are allowed. Drive through facilities are limited to an area located within 300 feet of Highway 79.
- (5) Vehicle Sales
 - (a) All vehicles must be located inside the facility.
- (6) Daycare

- (a) Daycare facilities may be integrated into an office complex or office building facility.

2.2 Use Descriptions and Standards

Unless otherwise modified within this PUD, refer to the UDC for definitions of uses and standards for residential uses, commercial and retail uses, industrial uses, institutional and civic uses, temporary uses and accessory uses.

Prohibited Uses

Uses not listed in the “Permitted Use” table in section 2.1 shall be deemed prohibited unless determined to be appropriate under the conditions outlined for “New and Undefined Uses”.

New and Undefined Uses

As commerce and technology evolve, new types of land uses will develop and forms of land use not anticipated may seek locations in the Co-op District. To provide for contingencies, the Planning Director will consider the appropriateness of an undefined use within the PUD area. Approval criteria include:

- Impacts of the use, including externalities and use of public services and infrastructure,
- The use is similar in nature and impact to a use listed and defined as a permitted use in the PUD.
- The use is consistent with the intent of a vibrant, mixed use district.
- The use conforms to the intent of the PUD, UDC and applicable plans
- The interpretation does not lower the protection given to the public by the PUD and UDC.
- The use does not have the potential to create a dynamic that would harm the vitality or future development potential of surrounding commercial, industrial and residential areas.

3. DEVELOPMENT STANDARDS

3.1 General Standards

3.1.1 Lot dimensions and area

	Multi family	Commercial/ retail/office/ mixed use
Lot area (min)	20,000 sq. ft.	10,000 sq. ft
Lot width at building line (min)	100 ft.	18 ft.
Minimum/Maximum Build to line street ROW	15/30 ft. (a)	15/30 ft. (a)
Side yard (min)	10 ft.	0 ft. for common walls or 10 ft. (b)
Rear yard (min)	10 ft.	5 ft.
Side and rear yard for accessory building (min)	Same as main Building (c)	Same as main building (c)
Spacing between buildings (min)	20 ft.	10 ft.
Building height (min/max)	4 story/6 stories	1 story/6 stories; 2 stories max. within 150 feet of existing residential
Building height, accessory (max)	15 ft.	15 ft.
Lot Coverage	80% (d)	95% (d)
Sidewalks (min width along streets)	8 ft. (e)	15 ft. (e)

- (a) The build-to line may be increased beyond the maximum setback to include parks, plazas, courtyards and other developed open spaces in the street yard.
- (b) Side setback of 0 feet is allowed only for internal attached buildings with a common wall.
- (c) Accessory buildings are not permitted between the front building line of the primary building and the public right of way.
- (d) The buildable density on a lot shall be governed by the height, setback and lot coverage requirements only.
- (e) Minimum sidewalk width between the building and the street curb and shall include walkways within the adjacent right of way per the street sections defined within this PUD.

3.1.2 Setback encroachment exceptions

Type of structure or use	Residential uses	Non-residential uses
Air conditioning equipment	Any part of the side and	n/a

	rear yard. Must be screened from view	
Arbors and trellises	Any yard, at least 5 ft. from neighboring PL	
Awnings / Galleries	No more than 3 ft. into front, side or rear setback; may hang over easements	May extend to within 2 feet from the edge of pavement within the right of way. 8 feet of vertical clearance required.
Bay windows, entry vestibules, overhanging eaves	No more than 3 ft. into any setback	
Ramps and other access devices required by the ADA	Any yard on the site as long as they do not impede pedestrian flow	
Retaining walls	Any yard on the site	
Silos	Any yard on the site	

3.1.3 Buffer yards

3.1.3.1 Landscape buffer yards shall be provided along the northern and southern boundaries of the PUD.

- Hwy 79: 20 ft. from Highway 79 right-of-way
- Northern property line: a solid masonry wall will be provided between the PUD boundary and the existing residential homes.
- A minimum of 30 feet of landscape area shall be provided around the perimeter of the detention pond/lake and shall be measured from the line of 25 year inundation to the edge of the open space. Exception allowed if the edge of the lake is a hard edge with a boardwalk or other hardscape design element oriented adjacent to the water.
- Landscape buffer yards shall be planted per the requirements of Section 3.4, Landscaping.

3.1.4 Screening

3.1.4.1 Loading area screening

Off-street loading areas must be fully screened from view from public streets and open spaces. Wing walls, landscape screens, changes in building orientation and/or other architectural elements must be used to buffer loading docks. Loading docks shall be located no more than 100 ft. from a single family residential use or lodging establishment.

Refer to Landscape, section 3.4 for planting requirements.

3.1.4.2 Dumpster screening

Dumpster enclosures within the PUD must be located at least 25 ft. from a single family residential use. Dumpsters must be screened from public streets and pedestrian gathering areas with masonry walls and enclosure gates that are compatible with the architectural theme of the adjacent building(s).

Refer to Landscape, section 3.4 for planting requirements.

3.1.4.3 Parking lot screening

Parking lots that are visible from a public street must be screened from the adjacent street and walkway by a minimum 6 foot wide landscape area. Three and a half foot tall screen wall, shrubs, trees or a combination of the above may be placed in the 6 foot landscape screening area.

Refer to Landscape, section 3.4 for planting requirements.

3.1.4.4 Mechanical equipment screening

Rooftop mechanical equipment must be hidden or screened with architecturally integral elements at least as high as the equipment to be screened.

Ground mounted mechanical equipment must be hidden or screened with architecturally integral wing walls and/or landscaping.

Solar panels are exempt from mechanical equipment screening standards.

Refer to Landscape, section 3.4 for planting requirements.

3.1.4.5 Utility equipment screening

Electric meters, switch boxes, panels, conduit and related utility equipment must be placed in the most inconspicuous location possible. Where allowed by utility provider, paint all utility equipment to match adjacent building or landscape.

Utility equipment located in an area that may be frequently seen by the

general public must be screened with a wing wall architecturally integrated into the host structure or painted to match the primary building color.

3.2 Site Design Standards

3.2.1 Design Guidelines

In order to maintain a comprehensive site design throughout the PUD area, the Owner shall establish an Architectural Review Committee (ARC) composed of an architect, landscape architect and the Owner.

The ARC shall establish design guidelines to specify the building and site orientation. For each project, items such as architectural plans, site plans with landscape and parking lot layouts shall be submitted to the ARC for their review and approval. An approval letter from the ARC shall be submitted with the corresponding applications to the City for site development and building permits. The approval of the ARC shall not take the place of any and all required submittals to the City, County or other governmental agency as necessary to receive regulatory approvals.

3.2.2 Water Bodies and Retention Areas

3.2.2.1 Shape/Slope

Permanent wet retention ponds visible from a street or other public area must be designed to appear natural by having curvilinear edge treatments.

Retention basins must be designed with at least 5:1 side slopes to 2 ft. below the normal water line. Hard edges along portions of the water bodies are allowed to create pedestrian boardwalks.

3.2.3 Parking Lot Design

To the greatest extent possible, surface parking lots shall be placed behind the primary buildings and internal to development sites. Where parking lots have frontage on a public street, they shall be screened per the requirements outlined in Section 3.1.4.3 and 3.4 of this PUD. Wherever feasible, orient parking aisles perpendicular to building entrances.

3.2.3.1 Angled and parallel parking from the public right-of-way is allowed

3.2.3.2 Landscaping Areas

- Landscape islands of at least 180 sq. ft. must be placed at both ends of a parking row.
- Parking rows cannot extend for greater than 10 spaces without an interrupting landscape island of at least 180 sq. ft.
- A 10 ft. landscape median shall be provided between every other parking bay.

3.2.4 Parking and Loading Space Bulk Standards

3.2.4.1 Parking space dimensions

Parking spaces must have the following minimum dimensions:

- Standard parking space (perpendicular or angled to the aisle): 9 ft. x 18 ft.
- Compact parking space: 7.5 ft x 16.5 ft.
- Standard parking space (parallel to the aisle): 8 ft. x 23 ft.
- Handicapped parking space: 9 ft. x 18 ft., plus a clear 5 ft. x 18 ft. loading area to the side. Two handicapped spaces may share one loading area.
- Motorcycle space: 4.5 ft. x 9 ft.
- Off-street loading space: 12 ft. x 25 ft.
- Bicycle space: a stationary object where a user can secure both wheels and the frame of the bicycle with a 6 ft. cable and lock. The stationary object may be a freestanding bicycle rack, a wall-mounted bracket, an enclosed bicycle locker, a three point bicycle rack or a fenced, covered, locked or guarded bicycle storage area.

3.2.5 Parking Requirements

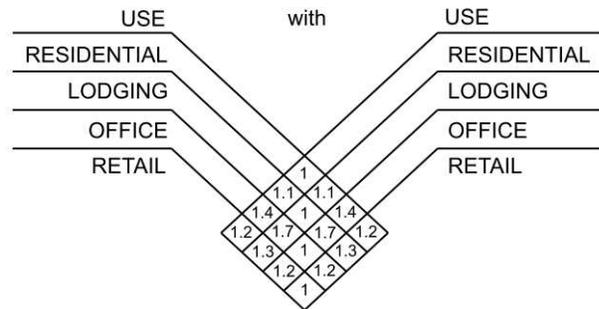
3.2.5.1 Required parking spaces

Uses should offer only the minimum amount of parking that is necessary to meet anticipated normal demand. Up to 25% of the total provided parking spaces for each individual site plan within the overall development may be Compact Parking Spaces: The number of required parking spaces for a use is as follows:

Commercial use classification	Required specs (minimum)
Multi-tenant retail buildings; indoor recreation facility	1 per 400 sq. ft. GFA
Restaurant, bar/tavern, live entertainment, nightclub	1 per 150 sq. ft. GFA
Retail uses including: performing art studio, bank, bakery, retail, convenience store, gas station, grocery store, instructional facility, personal and business service shop, print shop, retail store	1 per 400 sq. ft. GFA
Office uses, including medical office, professional office, civic uses	1 per 400 sq. ft. GFA
Child day care facility	1 per employee + 3
Lodging establishment (all) (restaurants, bars, nightclubs and other accessory uses computed separately)	1.2 per guest room + 1 per 100 sq. ft. GFA meeting/banquet room
Entertainment facility: theater	1 per 4 seats
Multi Family	1 space per unit + .5 per bedroom

3.2.5.2 Variance to parking requirements

Shared parking may be utilized if desired by the developer of the project. The sum of the required parking for any two functions listed in the below table, when divided by the appropriate Shared Parking Factor, produces the actual parking needed for each site.



3.2.5.3 Bicycle parking

One or more bicycle parking spaces must be provided for every 20 vehicle parking spaces required as a minimum for non-residential uses.

3.2.5.4 On-street parking

On-street parking spaces no more than 600 ft. from the main entrance of a building with a non-residential use may be counted towards the required amount of parking spaces. Designated on-street parking spaces no more than 100 ft. from the entrance of a building may be counted towards the required amount of parking spaces for multi family use.

3.2.5.5 Space computation and fractions

Fractional results will be rounded up when computing the number of required parking spaces.

3.3 Architectural Standards

3.3.1 Design Guidelines

In order to maintain a comprehensive and complementary architectural style throughout the PUD area, the Owner shall establish an Architectural Review Committee (ARC) composed of an architect, landscape architect and the Owner.

The ARC shall establish design guidelines to specify the architectural style, materials and colors to be used, in addition to building and site orientation.

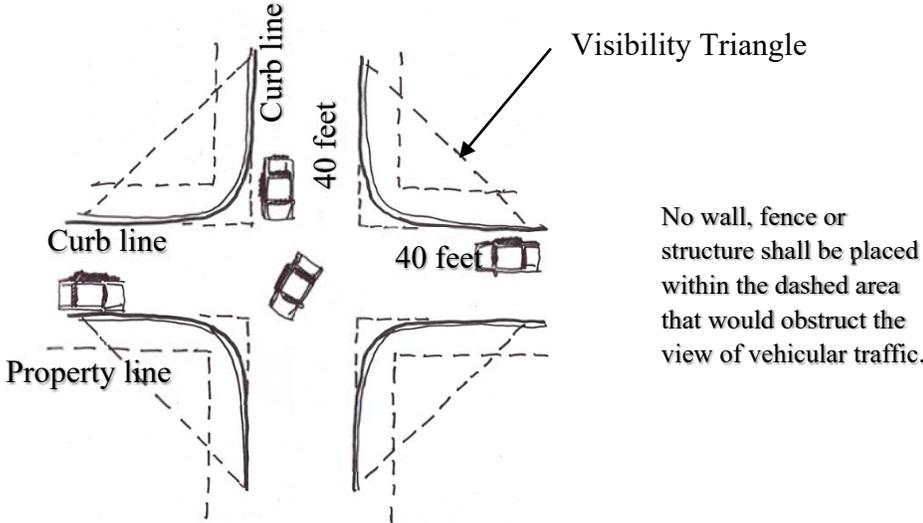
For each project, items such as architectural elevations, material sample boards and color samples shall be submitted to the ARC for their review and approval. An approval letter from the ARC shall be submitted with the corresponding applications to the City for site development and building permits. The approval of the ARC shall not take the place of any and all required submittals to the City, County or other governmental agency as necessary to receive regulatory approvals.

3.4 Landscaping

3.4.1 General Standards

3.4.1.1 Visibility

Shrubs growing over 3 ft. tall at maturity must be placed at least 10 ft. from curb cuts. This is to maintain clear driver sight distance at driveway-street intersections. Visibility triangles shall be measured from the face of the curb to the face of the curb at intersections and driveways, measuring forty (40) feet along the sides of the triangle that face the intersection.



3.4.1.2 Utilities

Trees must be placed at least 10 ft. from streetlights, 5 ft. from wet utilities and 4 ft. from gas lines, unless otherwise approved by a City Development Services designee.

3.4.2 Required Landscaping:

3.4.2.1 Landscaping areas

Area	Native tall trees (minimum)	Native small trees (minimum)	Native shrubs (minimum)
Landscape buffer Hwy 79	1 per 40 ft. of linear buffer	1 per 40 ft. of linear buffer	1 per 5 ft. of linear buffer
Street frontage along internal, public streets – “Street Trees”	1 per 40 ft. of street frontage unless interruption is desired for courtyard, patio, plaza or architectural focal point	Optional	Optional
Parking lots: landscape islands in rows and at row ends	1 per island if terminating or interrupting one row; 2 per island if terminating or interrupting two rows	Optional	2 per island if terminating one row; 4 per island if terminating or interrupting two rows. Shall not impede visibility.
Parking lots: landscape buffers between parking lot and public street or pedestrian area.	1 per 40 ft. of linear landscape area	1 per 30 ft. of linear landscape area	1 per 5 ft. of linear landscape area
Interior Parking: 10 ft. landscape median between every other parking bay	1 per 60 ft of linear landscape area	1 per 25 ft of landscape area	
Dumpster Screening (*does not apply when the enclosure is an architectural extension of a principal building)		1 on each of the three sides of the enclosure, except the side where the gate is located.	1 per 4 linear ft of wall constructed
Ground Mounted Equipment			1 per 3 ft of linear landscape around boundary, except the side where access is located.
Medians	1 per 50 ft. of linear median	Optional	Optional
Other areas (retention and detention basins, open space, etc.)	1 per 2,500 sq. ft. of landscape area	1 per 5,000 sq. ft. of landscape area	2 per 1,000 sq.ft. of landscape buffer

3.4.3 Tree and shrub size

Native tall trees must have a caliper of at least 3 in. and 10-12 ft. ht.
Native small trees must have a caliper of at least 1.5 in. and 8-10 ft. ht.
Planted shrubs must have a minimum 3-gallon container or be at least 18 in. tall.

3.4.4 Street Trees

- (1) Planted a maximum of 40' on center except when an interruption is desired for an architectural feature or pedestrian plaza or open space.
- (2) Trees shall be located a minimum of ten feet (10') from a building.
- (3) Located within a minimum six-foot (6') wide planting strip or within an 6'x6' tree grate.
- (4) Sized at a minimum of three (3") caliper;
- (5) All trees should be pruned of branches that overlap into pedestrian walkways, parking spaces or drive aisles up to 9 feet high to allow for safe passage.
- (6) The following tree species are recommended for Street Trees. The same species shall be used along a contiguous street frontage for a visual consistency.

<u>Common Name</u>	<u>Scientific Name</u>
Carolina Cherry Laurel	<i>Prunus caroliniana</i>
Chinquapin Oak	<i>Quercus muehlenbergii</i>
Texas Red Oak	<i>Quercus buckleyi</i>
Cedar Elm	<i>Ulmus crassifolia</i>
Lacebark Elm	<i>Ulmus parvifolia</i>
Live Oak	<i>Quercus virginiana</i>
Mexican Sycamore	<i>Platanus mexicana</i>

3.4.5 Materials, maintenance and replacement

3.4.5.1 Plant materials

Plant choice must be based on the Central Texas ecological setting and site microclimate conditions.

3.4.5.2 Native tall trees

Native and adapted tall trees that can be planted or used to meet landscaping requirements. Refer to Plant Palette **Exhibit G** of the PUD for a list of desired trees to be used within the development. Alternative selections may be proposed to the Architectural Review Committee for consideration if they are native or native adapted species.

3.4.5.3 Native small trees

Native and adapted small trees that can be planted or used to meet landscaping requirements. Refer to Plant Palette **Exhibit G** of the PUD for a list of desired trees to be used within the development. Alternative selections may be proposed to the Architectural Review Committee for consideration if they are native or native adapted species.

3.4.5.4 Native shrubs

Native and adapted shrubs that can be planted or used to meet landscaping requirements. Refer to Plant Palette **Exhibit G** of the PUD for a list of desired shrubs to be used within the development. Alternative selections may be proposed to the Architectural Review Committee for consideration if they are native or native adapted species.

3.4.5.4.1 Maintenance

Trees and vegetation, irrigation systems, fences, walls and other landscape elements are considered elements of the project in the same way as parking, building materials and other site details. The applicant, landowner or successors must be jointly and severally responsible for regular maintenance of all landscaping elements in good condition. Landscaping must be maintained free from disease, pests, weeds and litter.

A master community association will be established for the maintenance of landscape and irrigation areas located between the roadways and the building lines for internal projects as well as for all community signage, walls, medians, common open spaces, greenbelts, parks and detention areas. Sub associations may be formed for individual tracts or blocks as defined on **Exhibit C** of the PUD.

3.4.5.4.2 License Agreement

A License Agreement(s) shall be required for the installation and maintenance of any landscaping, signage or other similar facilities within the City right-of-way. Such facilities may include: Project entry signage at major intersections; directional signage; Street signs; Lighting, including enhanced street lights and landscape lighting; Intersection and crosswalk enhancements, consisting of pavers, stamped and/or integrated color concrete; Sidewalks; Landscaping, including plant beds and street trees; Site furnishings, such as benches, planters, trash receptacles; Irrigation; and Decorative Walls

The Owner shall make application for a License Agreement(s) at the time of Site Plan or construction plan submittal.

3.4.6 Irrigation

3.4.6.1 Automatic irrigation required

All plants on newly developed parcels must be irrigated with underground or drip irrigation.

3.5 Streets

3.5.1 Street Grid Alignment

The precise alignment of thoroughfares included in the Plan may be varied with City approval, to allow adjustments that increase the compatibility of the right-of-way with existing neighborhoods, historic structures or existing roadways. **Exhibit E** illustrates the primary circulation pattern and street designations planned within the PUD boundary.

3.5.2 Street Cross Sections

Due to the pedestrian oriented design and emphasis on street trees, the roadway cross sections for the PUD are defined on **Exhibit F**, pages 1-5.

3.5.3 Alleys

An alley (residential or commercial) is a public street designed to provide access to the rear or side of a lot including garage access, solid waste access, fire access and utility easements.

- Alleys may be required in non-residential areas where it is necessary to provide for adequate access for service vehicles, off-street loading or unloading, access for emergency vehicles or similar reasons consistent with the intent of this PUD.
- Alleys may not access arterial streets.
- All alleys shall have at least two direct access points to public streets

3.5.4 Raised Intersections

Subject to review and approval of the City, raised intersections may be used at specified locations within the community in order to improve pedestrian and bicycle safety. The paving at the intersection will be gradually raised to a level of 4 to 6 inches above the primary lanes of the roadway. The intersections may also be treated with alternative paving including pavers or stamped/colored concrete.

3.5.5 Pedestrian Crossings

Pedestrian crossings must be made safer for pedestrians whenever possible by shortening crosswalk distance with curb extensions, reducing sidewalk curb radii and eliminating free right-turn lanes where practical. Signals allowing longer crossing times in shopping districts, mid-block crossings in high-pedestrians use areas, corner neckdowns, textured pavement and medians must be provided as appropriate.

Adequate signs and street markings must be provided for all crosswalks

3.6 Common Open Space / Parkland

3.6.1 Common Open Space

Within the boundary of the PUD, two distinct town greens will be incorporated into the design. One green will be located directly north of the existing Gin building and the second space will be located along the proposed retention lake on the west side of the project. The town green areas will incorporate pedestrian oriented elements which may include but not be limited to the following elements: amphitheater, event lawns, playground, plazas, splash pad and/or water features, landscape beds, plaza seating, shade canopies, art sculptures, walkways, landscaping, seat walls.

Emergency access may be provided to the town green areas through the use of alternative paving materials such as grass pavers or reinforced pedestrian walkways. Final material selections and configuration of access routes will be coordinated with the Fire Department and City Planning staff.

The proposed Open space illustrated on **Exhibit D** shall fully satisfy all parkland and open space requirements of the City with respect to the PUD boundary. No parkland dedication, cash payment in lieu of parkland dedication or improvements in lieu of parkland dedication shall be required for this PUD.

All private open space and structures thereon shall be conveyed to and permanently owned and maintained by a Property Owner’s Association (POA) or other responsible entity approved by the City. The POA may adopt rules and regulations regarding access, permitted uses, security (policing) and maintenance responsibilities for the open spaces.

3.7 Walls and Fencing

3.7.1 Permitted fences

The following fence, wall and hedge types are *permitted* and optional:

Permitted fence Area/purpose	Height	Acceptable types/materials
Parking area: non-residential development	No more than 3.5 ft. (42 in.)	Masonry (stone, brick, similar materials) Shrubbery hedge
Development perimeter walls along Hwy 79	3.5 ft.	Masonry (stone, brick, similar materials) Shrubbery hedge Decorative iron fence (with shrub hedge) Rail fence (with shrub hedge)

3.7.2 Required walls

The following fence, wall and hedge types are required:

Required fence Area/purpose	Height		Acceptable types/materials
Dumpster and utility area	7 ft. – 8 ft.		Masonry (stone, brick, similar materials)
	Must include the same materials, finishes and detailing as the host structure. Gates must be visually and structurally solid; must be metal. Dumpsters and compacters cannot be unscreened unless they are used for a construction or demolition project on the site.		
Utility substation or facility	6 ft. – 12 ft. or sufficient to conceal the substation		Masonry (stone, brick, similar materials)
Development perimeter wall-boundary wall to existing residential subdivision	6 ft. min. 8 ft. max.		Masonry (stone, brick, similar materials) Precast concrete walls
	Walls must include masonry columns with a cross-section of at least 18 in. x 18 in. at no more than 100 ft. intervals		

3.8 Outdoor Lighting

3.8.1 General Standards

3.8.1.1 Display levels and light pollution

- Lighting must be designed to minimize light pollution and spillage on adjacent properties.
- Illumination at the property line must be no more than 5 lux for non-cut-off lights, and no more than 15 lux for cut-off lights. Streetlights are exempted.
- Illumination spillover onto adjacent residential zoned properties must be no more than 5 lux. Streetlights are exempted.

3.8.1.2 Design

- Light poles should have a base, middle and top.

- Light pole design must be consistent with the style, character and theme outlined in the community Design Guidelines.
- Cobra head light poles are prohibited on pedestrian-oriented commercial streets.
- Bare metal poles are prohibited.
- Elevated form bases greater than 4 in. above grade are prohibited.
- Light poles must be placed in landscape areas wherever possible.
- Light poles must not obstruct sidewalks or bicycle paths.

3.9 Signs

All new signage within the PUD shall comply with the UDC unless modified in the following standards below or modified by a Master Sign Plan in the future:

3.9.1 Permitted signs within the PUD that are unique to the Co-op District and vary from the standard UDC sign regulations are as follows:

Type		Number	Maximum area	Maximum height	Minimum setback
Permanent Signs	Freestanding Project Identification Signs along Hwy 79	2	150 sq. ft. per sign	35 ft.	10 ft. from adjacent right of way
	Directional/Information signs – may be placed within right of way and/or median	20	32 sq. ft.	8 ft.	n/a
	Digital Display Screen/Marquee attached to internal silo	1	600 sq. ft.	Located on silo	n/a

3.9.2 Prohibited signs

- Internally illuminated vinyl awnings, light boxes or plastic signs
- Pole/pylon Sign. Pole or pylon Signs are not allowed in the PUD boundary.
- Signs placed in or over the public right-of-way or public property. The City may remove signs in the public right-of-way or on public property.
- Inflatable signs

This prohibition does not apply to:

- Permanent development signs
- Signs placed by government authorities
- Banners placed on a light pole, utility pole or over a street as part of a special event of general civic interest
- Kiosk and way-finding signs
- Signs expressly permitted in this Section or elsewhere in this PUD
- Traffic and safety control signs incorporating flashing lights (i.e. stop sign with flashing lights to improve awareness of intersections and improve safety)
- Marquee digital display screen with imagery.
- Temporary banners including but not limited to “Opening Soon”, “Sale” and “Going Out of Business” banners

4. Exhibits

Legal Description – Exhibit B

Land Use Plan-Exhibit C

Open Space Plan-Exhibit D

Transportation Circulation Diagram-Exhibit E

Street Cross Sections-Exhibit F

Plant Palette-Exhibit G

Exhibit B – Legal Description

EXHIBIT “ ”

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 25.6266 ACRES (1,116,294 SQUARE FEET), PARTIALLY OUT OF THE WILLIAM J. BROWN SURVEY NO. 22, ABSTRACT NO. 105, AND PARTIALLY OUT OF THE NATHANIEL EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, BOTH IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 8.62 ACRE TRACT CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2008077696 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T), SAID TRACT BEING A PORTION OF LOT 23 BLOCK A, HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET Z, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAVE AND EXCEPT A PORTION OF A CALLED 0.055 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2017025032 (O.P.R.W.C.T), AND BEING ALL OF A CALLED 11.157 ACRE TRACT (DESCRIBED AS TRACT I, SAVE AND EXCEPT A PORTION OF A CALLED 0.055 ACRE TRACT CONVEYED TO HILL COUNTRY BIBLE CHURCH HUTTO IN DOCUMENT NO. 2017025032 (O.P.R.W.C.T)), AND BEING ALL OF A CALLED 1.256 ACRE TRACT (DESCRIBED AS TRACT II), SAID TRACT II BEING ALL OF LOTS 7 THROUGH 12, BLOCK 8, I. & G. N. RAILROAD ADDITION, A SUBDIVISION RECORDED IN VOLUME 50, PAGE 251 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.), AND BEING ALL OF A 1.364 ACRE TRACT (DESCRIBED AS TRACT III), AND BEING ALL OF A CALLED 0.691 ACRE TRACT (DESCRIBED AS TRACT IV) SAID TRACT IV BEING ALL OF LOTS 1-4 AND A PORTION OF LOT 5, BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION, SAVE AND EXCEPT THE PORTION OF SAID LOTS 4 AND 5 CONVEYED TO WELDON R. COPELAND IN DOCUMENT NO. 2003044735 (O.P.R.W.C.T), SAID TRACTS I-IV CONVEYED TO THE CITY OF HUTTO, TEXAS, IN DOCUMENT NO. 2003119272 (O.P.R.W.C.T), AND BEING ALL OF A 0.02 ACRE TRACT (DESCRIBED AS TRACT 2) AND A CALLED 0.01 ACRE TRACT (DESCRIBED AS TRACT 4) CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2006070154 (O.P.R.W.C.T), SAID TRACTS 2 AND 4 BEING A PORTION OF AN ALLEY (17' RIGHT-OF-WAY) CROSSING BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION (SAID TRACTS 2 AND 4 INCORRECTLY REFERENCED IN DOCUMENT NO 2006070154 (O.P.R.W.C.T) THE ALLEY TO BE 20' WIDE), AND BEING A PORTION OF THE ALLEY (17' RIGHT-OF-WAY) CROSSING BLOCK 8 OF SAID I. & G. N. RAILROAD ADDITION, AND BEING ALL OF A CALLED 1.442 ACRE TRACT (DESCRIBED AS TRACT II) AND A CALLED 2.919 ACRE TRACT (DESCRIBED AS TRACT III) CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2004003059 (O.P.R.W.C.T), AND BEING ALL OF A CALLED 0.093 ACRE TRACT CONVEYED TO THE CITY OF HUTTO IN DOCUMENT NO. 2016079125 (O.P.R.W.C.T), SAID 0.093 ACRE TRACT BEING A PORTION OF LOT 1, LOT 7 AND AN ALLEY (21' RIGHT-OF-WAY, VACATED PER DOCUMENT NO. 2015052472 (O.P.R.W.C.T)) IN BLOCK 9 OF SAID I. & G. N. RAILROAD ADDITION,



PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wards.com
www.4wards.com

**SAID 25.6266 ACRES BEING MORE PARTICULARLY DESCRIBED BY
METES AND BOUNDS AS FOLLOWS:**

BEGINNING, at a 1/2-inch iron rod with "RJ" cap found in the south line of Lot 15, Block A, Hutto Square Section 1, recorded in Cabinet W, Slides 263-267 (P.R.W.C.T.), and being the northeast corner of a called 2.814 acre tract conveyed to WLD Petersen Investments-Hutto, LLC, in Document No. 2015048567 (O.P.R.W.C.T.), and being the common north corner of Lots 23 and 24, Block A, of said Hutto Square Commercial Lots, and being the northwest corner of said City of Hutto 8.62 acre tract, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with illegible cap found in the east right-of-way line of Exchange Boulevard (right-of-way varies), and being the southwest corner of Lot 23, Block A of said Hutto Square Section 1, and being the northwest corner of Lot 24, Block A, of said Hutto Square Commercial Lots, and being the northwest corner of said WLD Petersen tract bears, N83°12'42"W, a distance of 422.93 feet;

THENCE, with the south line of Block A of said Hutto Square Section 1, and with the north line of Lot 23, Block A, of said Hutto Square Commercial Lots, and in part with the north lines of said City of Hutto 8.62 acre and 11.157 acre tract, S83°12'42"E, a distance of 762.58 feet to a 1/2-inch iron rod with illegible cap found for the northeast corner hereof, said point being in the west line of Lot 1, Block 13 of said I. & G. N. Railroad Addition, and being the southeast corner of Lot 1, Block A of said Hutto Square Section 1, and being the northeast corner of Lot 23, Block A, of said Hutto Square Commercial Lots, and said City of Hutto 8.62 acre and 11.157 acre tracts;

THENCE, with the east lines of Lot 23, Block A, of said Hutto Square Commercial Lots, and said City of Hutto 8.62 acre and 11.157 acre tracts, in part with the west line of Lot 1, Block 13 of said I. & G. N. Railroad Addition, and in part with the western terminus of Live Oak Street (right-of-way varies), S07°51'48"W, passing at a distance of a 96.56 feet, a 1/2-inch iron rod with illegible cap found at the previous southwest terminus of said Live Oak Street, and continuing for a total distance of 107.24 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof, said point being at the southwest terminus of said Live Oak Street, and being at the northeast corner of a called 0.055 acre tract conveyed to Hill Country Bible Church Hutto in Document No. 2017025032 (O.P.R.W.C.T.), and being in the north line of Lot 1A, Block 9 of Railroad Addition, Lots 1-4, 5 (S/PT), and 7 Block 9, Amended Plat, recorded in Document No. 2015080695 (O.P.R.W.C.T.);

THENCE, leaving the east line of Lot 23, Block A, of said Hutto Square Commercial Lots, and said City of Hutto 8.62 acre and 11.157 acre tracts, in part over and across Lot 23, Block A, of said Hutto Square Commercial Lots, and said City of Hutto 8.62 acre and 11.157 acre tracts, with the north and west lines of said 0.055 Hill Country Bible Church Hutto tract and said Lot 1A, in part with the east and south lines of said 0.093 acre City of Hutto tract, and in part with the north right-of-way line of Pecan Street (right-of-way varies), the following three (3) courses and distances:

- 1) S77°15'43"W, a distance of 42.28 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an interior ell-corner hereof,
- 2) S12°32'27"E, a distance of 261.15 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an exterior ell-corner hereof, and
- 3) S77°15'17"W, a distance of 54.99 feet to a 1/2-inch iron rod with illegible cap found for an interior ell-corner hereof, said point being at the northwest terminus of said Pecan Street, and being at the southwest corner of said 0.093 City of Hutto tract, and being in the east line of said 11.157 acre City of Hutto tract;

THENCE, with the western terminus of said Pecan Street and the east line of said 11.157 acre City of Hutto tract, S07°51'48"W, a distance of 53.36 feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an interior ell-corner hereof, said point being at the southwest terminus of said

Pecan Street, and being the northwest corner of Lot 12, Block 8 of said I. & G. N. Railroad Addition, and being the northwest corner of said 1.256 acre City of Hutto tract;

THENCE, with the south right-of-way line of said Pecan Street, the north line of Block 8 of said I. & G. N. Railroad Addition, and the north line of said 1.256 acre City of Hutto tract, N77°14'55"E, a distance of 403.39 feet to a calculated point for an exterior ell-corner hereof, said point being at the intersection of the west right-of-way line of West Street (80' right-of-way) with the south right-of-way line of said Pecan Street, and being the northeast corner of Lot 7, Block 8 of said I. & G. N. Railroad Addition, and said 1.256 acre City of Hutto tract, from which a disturbed 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found bears, S77°14'55"W, a distance of 0.58 feet;

THENCE, with the west right-of-way line of said West Street, in part with the east lines of Lot 7, Block 8 of said I. & G. N. Railroad Addition, and said 1.256 acre City of Hutto tract, and in part with the eastern terminus of the vacated portion of said 17' alley, S12°33'09" E, a distance of 136.57 feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an exterior ell-corner hereof, said point being at the southeast terminus of the vacated portion of said 17' alley;

THENCE, with the south line of the vacated portion of said 17' alley, S77°15'00"W, a distance of 107.66 feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an angle point hereof;

THENCE, leaving the south line of the vacated portion of said 17' alley, over and across said 17' alley, S00°31'43"W, a distance of 8.75 feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an angle point hereof, said point being in the south line of said 17' alley, and being at the northwest corner of said 0.03 acre Copeland tract, and being in the north line of Lot 4, Block 8 of said I. & G. N. Railroad Addition, and being the northeast corner of the remainder of said 0.691 acre City of Hutto tract, and being the northwest corner of said 0.03 acre Copeland tract;

THENCE, leaving the south line of said 17' alley, over and across Lots 4 and 5, Block 8 of said I. & G. N. Railroad Addition, with the common line of said 0.03 acre Copeland tract and the remainder of said 0.691 acre City of Hutto tract, the following two (2) courses and distances:

- 1) S12°38'22"E, a distance of 49.94 feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an interior ell-corner hereof, and
- 2) N77°14'55"E, a distance of 30.30 feet to a calculated point for an exterior ell-corner hereof, said point being at the southwest corner of a tract described as a portion of Lots 5 and 6, Block 8 of said I. & G. N. Railroad Addition, conveyed to Weldon R. Copeland in Document No. 1997029237 (O.P.R.W.C.T.), and being the northwest corner of a tract described as a portion of Lots 5 and 6, Block 8 of said I. & G. N. Railroad Addition, conveyed to Leroy Cast in Volume 1159, Page 263 of the Official Records of Williamson County, Texas (O.R.W.C.T.), and being the southeast corner of said 0.03 acre Copeland tract, and being a northeast corner of the remainder of said 0.691 acre City of Hutto tract;

THENCE, with the common line of said Cast tract and 0.691 acre City of Hutto tract, S14°18'53"E, a distance of 74.85 feet to a 1/2-inch iron rod with "City of Hutto-Property Corner" aluminum cap found for an exterior ell-corner hereof, said point being in the north right-of-way line of Farley Street (80' right-of-way), and being in the south line of Lot 5, Block 8 of said I. & G. N. Railroad Addition, and being the southwest corner of said Cast tract, and being the southeast corner of said 0.691 acre City of Hutto tract;

THENCE, with the north right-of-way line of said Farley Street, and with the south line of Block 8 of said I. & G. N. Railroad Addition and said 0.691 acre City of Hutto tract, S77°03'02"W, a distance of 242.97 feet to 1/2-inch iron rod with "Ward-5811" cap set for an interior ell-corner hereof, said point being at the

intersection of the north right-of-way line of said Farley Street with the west right-of-way line of Short Street (50' right-of-way), and being in the west line of said 1.364 acre City of Hutto tract, and being at the southwest corner of Lot 1, Block 8 of said I. & G. N. Railroad Addition, and being the southwest corner of said 0.691 acre City of Hutto tract, from which a bent 1/2-inch iron rod found bears, N77°03'02"E, a distance of 0.95 feet;

THENCE, with the west right-of-way line of said Short Street, in part with the east line of said 1.364 acre City of Hutto tract, and in part with the east line of said 2.919 acre City of Hutto tract, S12°36'07"E, a distance of 357.59 feet to a 1/2-inch iron rod with illegible cap found for the southeast corner hereof, said point being at the intersection of the west right-of-way line of said Short Street with the north right-of-way line of U.S. Highway 79 (right-of-way varies), and being the southeast corner of said 1.364 acre City of Hutto tract;

THENCE, with the north right-of-way line of said US Highway 79, in part with the south line of said 2.919 acre and said 1.442 acre City of Hutto tracts, the following four (4) courses and distances:

- 1) 44.01 Feet along the arc of a curve to the left, having a radius of 2,904.79 feet, and a chord which bears S72°28'08"W, a distance of 44.01 feet to a TxDot Type II brass disc found for a point of tangency hereof,
- 2) S72°19'10"W, a distance of 324.62 feet to a TxDot Type II brass disc found for a point of curvature hereof,
- 3) 246.50 Feet along the arc of a curve to the right, having a radius of 2,904.79 feet, and a chord which bears S74°47'48"W, a distance of 246.42 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found for a point of tangency hereof, and
- 4) S77°20'10"W, a distance of 249.44 feet to a TxDot Type II brass disc found for the southwest corner hereof, said point being an angle point in the north right-of-way line of said U.S. Highway 79, and being the southeast corner of a called 0.11 acre tract described in Volume 238, Page 172 (D.R.W.C.T.), and being the southwest corner of said 1.442 acre City of Hutto tract, from which a 1/2-inch iron rod with illegible cap found at an angle point in the north right-of-way line of said U.S. Highway 79, and being the southeast corner of Lot 25A, Block A of Hutto Square Commercial Lots, Phase B, recorded in Cabinet BB, Slides 184-186 (P.R.W.C.T.), and being the southwest corner of said 0.11 acre tract bears, S89°00'55"W, a distance of 48.65 feet;

THENCE, leaving the north right-of-way line of said U.S. Highway 79, in part with the east lines of said 0.11 acre tract and said Lot 25A, and in part with the west lines of said 1.442 acre, said 2.919 acre and said 11.157 acre City of Hutto tracts, N07°31'47"E, a distance of 321.82 feet to a 1/2-inch iron rod with "Coalter-1481" cap found for an interior ell-corner hereof, said point being in the west line of said 11.157 acre City of Hutto tract, and being at the northeast corner of said Lot 25A, and being the southeast corner of Lot 23, Block A, of said Hutto Square Commercial Lots and said 8.62 acre City of Hutto tract;

THENCE, with the common line of Lot 25A, Lot 23, Block A, of said Hutto Square Commercial Lots and said 8.62 acre City of Hutto tract, N86°13'57"W, a distance of 307.47 feet to a disturbed 1/2-inch iron rod found for an exterior ell-corner hereof, said point being in the east line of Lot 14 of the Hutto Exchange, recorded in Cabinet G, Slides 185-186 (P.R.W.C.T.), and being the common west corner of Lot 25A, Lot 23, Block A, of said Hutto Square Commercial Lots and said 8.62 acre City of Hutto tract;

THENCE, with the common line of said Lot 14, Lot 23, Block A, of said Hutto Square Commercial Lots and said 8.62 acre City of Hutto tract, the following two (2) courses and distances:

- 1) N07°24'38"E, a distance of 106.77 feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof, and

- 2) **N40°07'55"W**, a distance of **330.85** feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof, said point being in the south line of a called 4.43 acre tract conveyed to Williamson County in Document No. 2005053311 (O.P.R.W.C.T.), and being a corner in the west line of said 8.62 acre City of Hutto tract;

THENCE, leaving the common line of Lot 14 and Lot 23, Block A, of said Hutto Square Commercial Lots, with the common line of said Williamson County tract and said 8.62 acre City of Hutto tract, **S83°02'32"E**, a distance of **126.50** feet to a 1/2-inch iron rod with cap found for an exterior ell-corner hereof, said point being a corner in the common line of said Williamson County tract and said 8.62 acre City of Hutto tract, and being in the common line of Lots 23 and 24, Block A, of said Hutto Square Commercial Lots;

THENCE, with the common line of Lots 23 and 24, Block A, of said Hutto Square Commercial Lots, and said 8.62 acre City of Hutto tract, in part with the south and east lines of said Williamson County tract, and in part with the east line of said WLD Petersen tract, the following five (5) courses and distances:

- 1) **S39°30'36"E**, a distance of **122.99** feet to a 3/8-inch iron rod found for an angle point hereof,
- 2) **N85°45'38"E**, a distance of **56.43** feet to a 3/8-inch iron rod found for an angle point hereof,
- 3) **N50°12'36"E**, a distance of **51.90** feet to a 3/8-inch iron rod found for an angle point hereof,
- 4) **N08°47'04"E**, a distance of **165.24** feet to a bent 1/2-inch iron rod found for an angle point hereof, and
- 5) **N05°40'42"E**, passing at a distance of 280.97 feet, a 1/2-inch iron rod with illegible cap found at the common east corner of said Williamson County tract and said WLD Petersen tract, and continuing for a total distance of **565.73** feet to the **POINT OF BEGINNING** and containing 25.6266 Acres (1,116,294 Square Feet) of land, more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000117952327. See attached sketch (reference drawing: 00627.dwg).


8/24/2017
Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC



Exhibit D – Open Space Plan



SEC Planning, LLC
 Land Planning + Landscape Architecture + Community Branding
 AUSTIN, TEXAS
 512.476.7000
 www.secplanning.com + info@secplanning.com

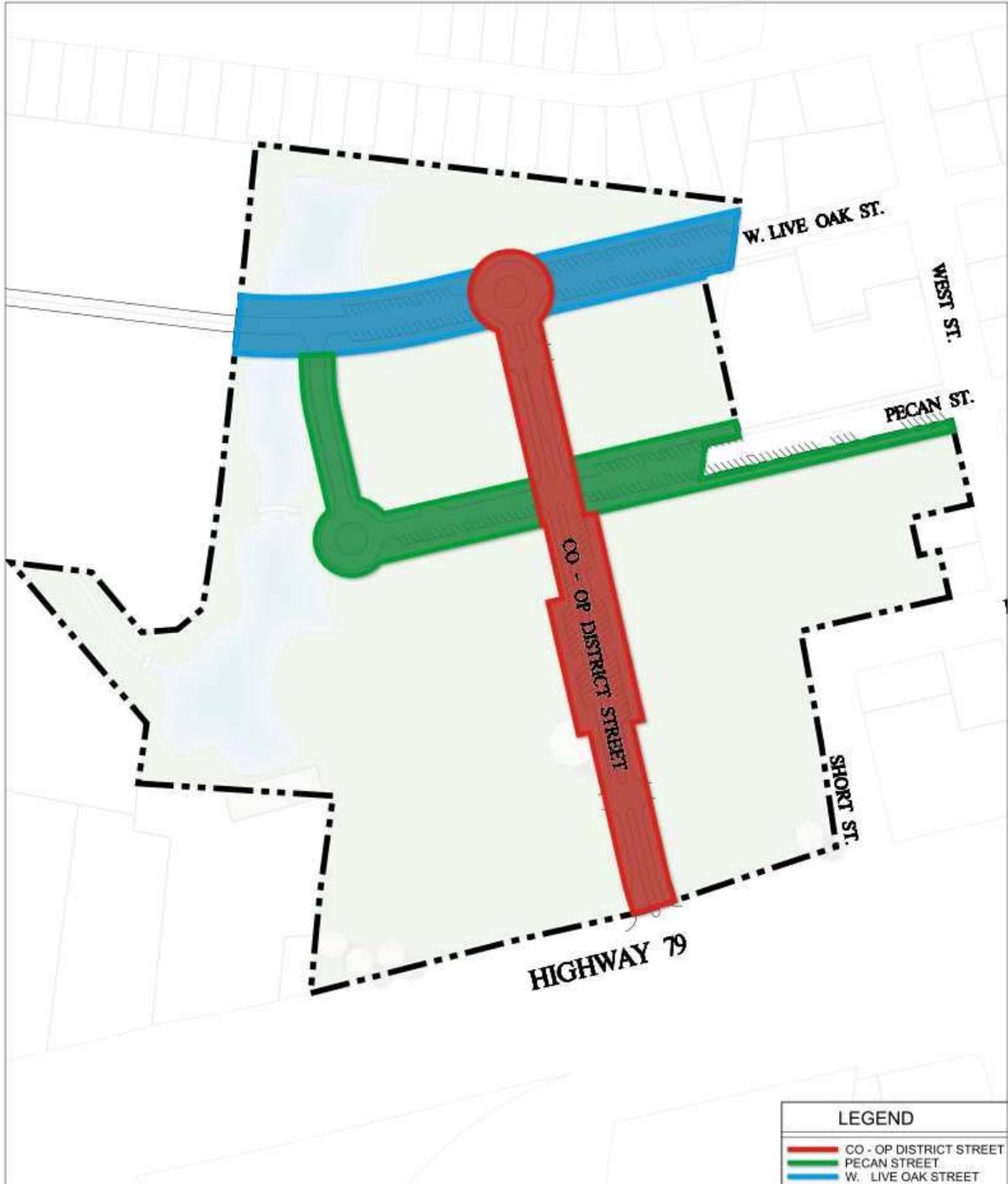
EXHIBIT D
 CO-OP MIXED USE SITE
MA PARTNERS
 HUTTO, TEXAS

NORTH
 0 100 200 400
 Scale: 1" = 200'
 Date: October 10, 2017

Base mapping compiled from best available information. All map data should be considered as preliminary. In need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

\\SECT-FILE\1171061\HUTTO\Co-Op\MA\Partners\Co-Op PUD\041017\041017_PUD_Siting_August_2017_PFD.dwg 10/10/2017 10:56:46 AM User: jld

Exhibit E – Transportation Circulation Plan



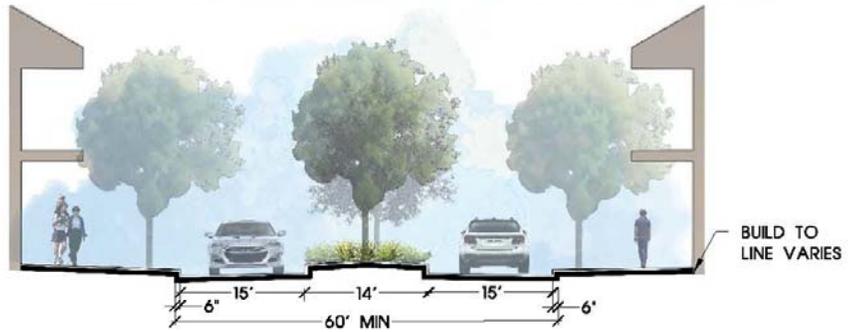
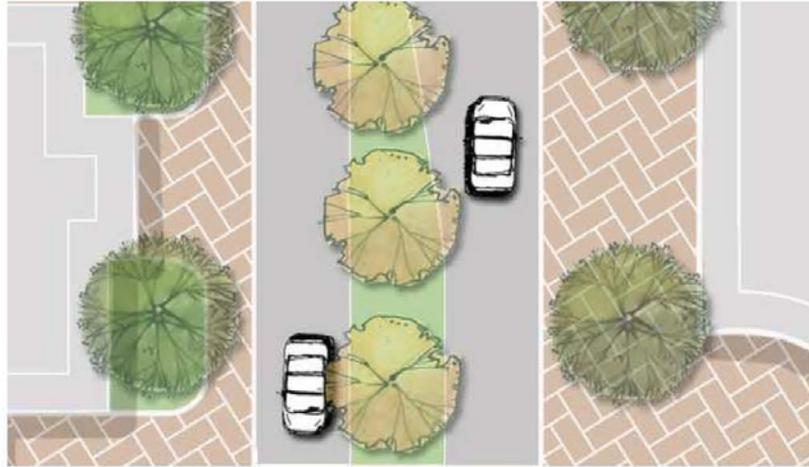
SEC Planning, LLC
 Land Planning + Landscape Architecture + Community Branding
 AUSTIN, TEXAS
11124 N. MOORE AVE. SUITE 1000 AUSTIN, TX 78753

EXHIBIT E
 CO-OP MIXED USE SITE
MA PARTNERS
 HUTTO, TEXAS

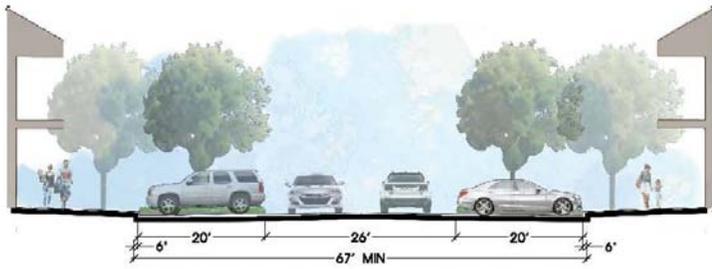
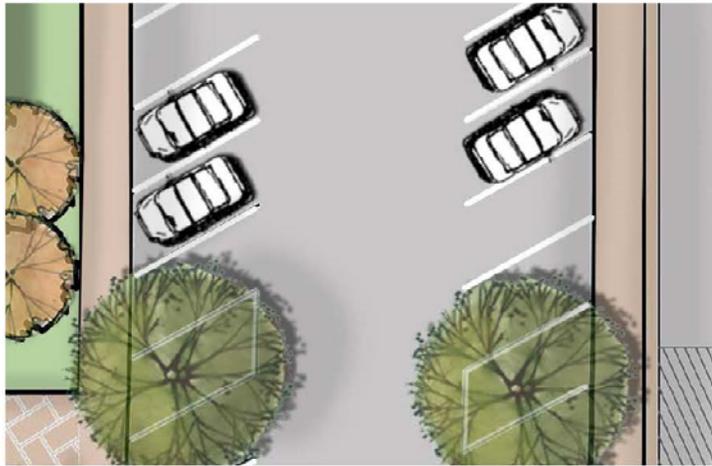
LEGEND
 CO - OP DISTRICT STREET
 PECAN STREET
 W. LIVE OAK STREET

0 100 200 400
 NORTH
 Scale: 1" = 200'
 Date: October 10, 2017

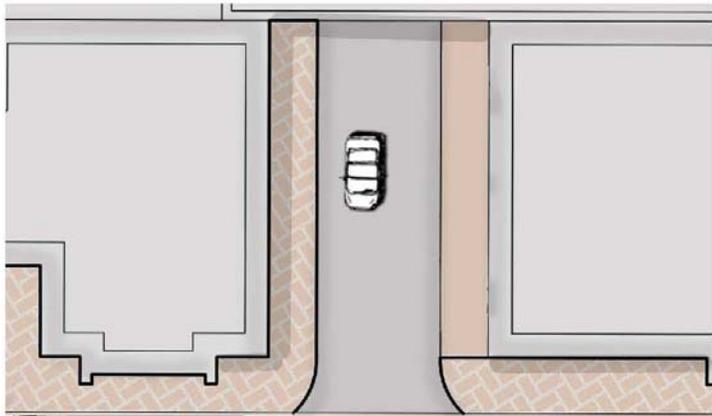
Some mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.
 SHEET FILE: H117004-WRDC-04-PLANNING-Submittal-Co-op-PUD.dwg August 2017 PLO Drawing 18-10-2017 2:44 Submittal PLO Details of all C.dwg



MEDIAN DIVIDED - NO ON-STREET PARKING



W. LIVE OAK - ANGLE PARKING BOTH SIDES



ALLEY TYPICAL SECTION

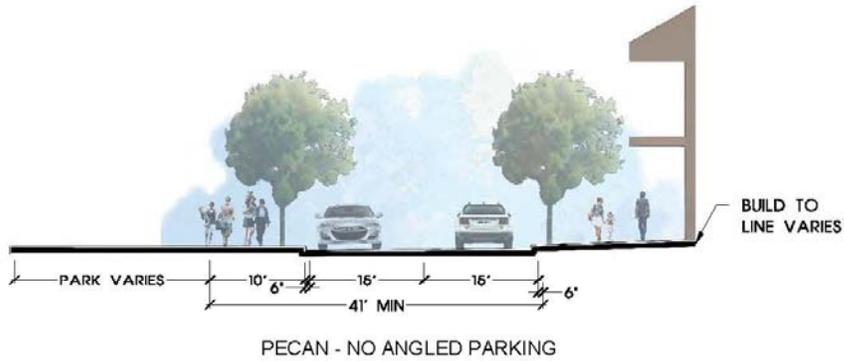
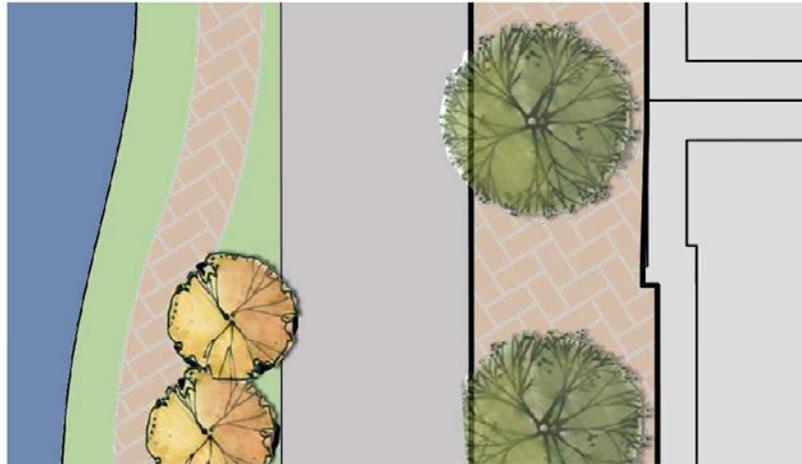


Exhibit G – Plant Palette

Exhibit G

SHADE TREES / STREET TREES			
BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
<i>Platanus mexicana</i>	Mexican Sycamore	4" cal., 10' ht. x 5' spd. cont. grwn.	FULL CANOPY, STRAIGHT TRUNK
<i>Quercus macrocarpa</i>	Bur Oak	4" cal., 10' ht. x 5' spd. cont. grwn.	FULL CANOPY, STRAIGHT TRUNK
<i>Quercus polymorpha</i>	Mexican White Oak	4" cal., 10' ht. x 5' spd. cont. grwn.	FULL CANOPY, STRAIGHT TRUNK
<i>Quercus texana</i>	Texas Red oak	4" cal., 10' ht. x 5' spd. cont. grwn.	FULL CANOPY, STRAIGHT TRUNK
<i>Quercus virginiana</i>	Live Oak	4" cal., 10' ht. x 5' spd. cont. grwn.	FULL CANOPY, STRAIGHT TRUNK
<i>Ulmus parvifolia</i>	Lacebark Elm	4" cal., 10' ht. x 5' spd. cont. grwn.	FULL CANOPY, STRAIGHT TRUNK
SMALL TREES			
BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
<i>Bauhinia lunarioides</i>	Anacacho Orchid Tree	6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn.	MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN
<i>Cercis canadensis var. texensis</i>	Texas Redbud	6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn.	MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN
<i>Chitalpa x Chitalpa</i>	Chitalpa Tree	6' ht, min., @ 2" cal. Cont. grwn.	MUST BE FROM A SINGLE ROOT CROWN
<i>Ilex decidua</i>	Possumhaw Holly Tree	6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn.	MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN
<i>Ilex vomitoria</i>	Yaupon Holly Tree	6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn.	MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN

Exhibit G

<i>Lagerstroemia indica</i> 'Natchez'	Natchez Crape Myrtle	6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn.	MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN
<i>Lagerstroemia indica</i> 'Tuscarora'	Tuscarora Crape Myrtle	6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn.	MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN
<i>Parkinsonia aculeata</i>	Retama Palo Verde	6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn.	MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN
<i>Sophora secundiflora</i>	Texas Mountain Laurel	6' ht, min., 3 trunks, @ 1-1/2" cal. Each. Cont. grwn.	MULTI-STEM, MUST BE FROM A SINGLE ROOT CROWN

LARGE SHRUBS / SCREENING SHRUBS

BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
<i>Berberis trifoliata</i>	Agarita	7 gal. cont.	FULL
<i>Cotoneaster</i>	Cotoneaster	7 gal. cont.	FULL
<i>Elaeagnus pungens</i>	Elaeagnus	7 gal. cont.	FULL
<i>Ilex cornuta</i> 'Nellie R. Stevens'	Nellie Stevens Holly	7 gal. cont.	FULL
<i>Morella cerifera</i>	Wax Myrtle	7 gal. cont.	FULL
<i>Prunus caroliniana</i>	Carolina Cherry laurel	7 gal. cont.	FULL
<i>Rhus virens</i>	Evergreen Sumac	7 gal. cont.	FULL
<i>Viburnum suspensum</i>	Sandankwa Viburnum	7 gal. cont.	FULL
<i>Xiloma congestum</i>	Xyloma	7 gal. cont.	FULL

EVERGREEN SHRUBS

BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
<i>Abelia x grandiflora</i>	Glossy Abelia	5 gal. cont.	FULL
<i>Callistemon citrinus</i>	Bottlebrush	5 gal. cont.	FULL
<i>Dietes bicolor</i>	Bicolor Iris	5 gal. cont.	FULL

Exhibit G

<i>Feijoa sellowiana</i>	Pineapple Guava	5 gal. cont.	FULL
<i>Galphimia glauca</i>	Thyrallis	5 gal. cont.	FULL
<i>Ilex cornuta 'Burfordii'</i>	Burford Holly	5 gal. cont.	FULL
<i>Jasminum mesnyi</i>	Primrose Jasmine	5 gal. cont.	FULL
<i>Leonotis leonurus</i>	Lion's Tail	5 gal. cont.	FULL
<i>Leucophyllum frutescens</i>	Texas Sage	5 gal. cont.	FULL
<i>Leucophyllum langmaniae</i> 'Lynn's Legacy'	Lynn's Everblooming	5 gal. cont.	FULL
<i>Poliomintha longiflora</i>	Mexican Oregano	5 gal. cont.	FULL
<i>Rosa 'Double Knock Out'</i>	Double Knockout Rose (Red, Pink or White)	5 gal. cont.	FULL
<i>Rosemarinus officinalis</i>	Upright Rosemary	5 gal. cont.	FULL
<i>Salvia greggii</i>	Autumn Sage (various colors)	5 gal. cont.	FULL
<i>Teucrium fruticans</i>	Bush Germander 'Azure'	5 gal. cont.	FULL
PERENNIALS			
BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
<i>Anisacanthus quadrifidus</i> var. <i>wrightii</i>	Flame Acanthus	5 gal. cont.	FULL
<i>Caesalpinia pulcherrima</i>	Pride of Barbados	5 gal. cont.	FULL
<i>Lantana urticoides</i>	Texas Lantana (all varieties)	5 gal. cont.	FULL
<i>Malvaviscus arboreus</i>	Turks Cap	5 gal. cont.	FULL
<i>Phlomis fruticosa</i>	Jerusalem Sage	5 gal. cont.	FULL
<i>Plumbago auriculata</i>	Plumbago (Blue or White)	5 gal. cont.	FULL
<i>Salvia farinacea</i>	Mealy Blue Sage	5 gal. cont.	FULL
<i>Salvia guarantica</i>	Magestic Sage	5 gal. cont.	FULL
<i>Salvia leucantha</i>	Mexican Bush Sage	5 gal. cont.	FULL

Exhibit G

<i>Tecoma Stans</i>	Yellow Bells (Yellow, Apricot and Burgundy)	5 gal. cont.	FULL
<i>Tulbaghia violacea</i>	Society Garlic	5 gal. cont.	FULL
ORNAMENTAL GRASSES			
<i>BOTANICAL NAME</i>	<i>COMMON NAME</i>	<i>SIZE</i>	<i>COMMENTS</i>
<i>Bouteloua gracilis</i> 'Blonde Ambition'	Blonde Ambition Blue Gramma	5 gal. cont.	FULL
<i>Muhlenbergia lindheimeri</i>	Lindheimer Muhly	5 gal. cont.	FULL
<i>Muhlenbergia capillaris</i>	Gulf Coast Muhly	5 gal. cont.	FULL
<i>Muhlenbergia dubia</i>	Pine Muhly	5 gal. cont.	FULL
<i>Muhlenbergia rigens</i>	Deer Muhly	5 gal. cont.	FULL
<i>Muhlenbergia sinensis</i>	Maiden Grass	5 gal. cont.	FULL
<i>Pennisetum setaceum</i>	Fountain Grass	5 gal. cont.	FULL
GROUNDCOVERS			
<i>BOTANICAL NAME</i>	<i>COMMON NAME</i>	<i>SIZE</i>	<i>COMMENTS</i>
<i>Crysactinia mexicana</i>	Damianita	1 gal. cont.	FULL
<i>Dichondra argentea</i>	Silver Ponyfoot	1 gal. cont.	FULL
<i>Lantana x hybrida</i>	New Gold Lantana	1 gal. cont.	FULL
<i>Lantana montevidensis</i>	Trailing Lantana (White and Purple)	1 gal. cont.	FULL
<i>Liriope muscari</i>	Liriope	1 gal. cont.	FULL
<i>Ophiopogon japonicus</i>	Monkey Grass	1 gal. cont.	FULL
<i>Phyla nodiflora</i>	Frogfruit	1 gal. cont.	FULL
<i>Rosemary officinalis</i>	Trailing Rosemary	1 gal. cont.	FULL
<i>Stemodia lantana</i>	Wolly Stemodia	1 gal. cont.	FULL
<i>Scutellaria suffrutescens</i>	Pink Skullcap	1 gal. cont.	FULL

Exhibit G

<i>Teucrium cossonii</i>	Creeping Germander	1 gal. cont.	FULL
<i>Wedelia texana</i>	Zexmenia	1 gal. cont.	FULL
ACCENT PLANTS			
<i>BOTANICAL NAME</i>	<i>COMMON NAME</i>	<i>SIZE</i>	<i>COMMENTS</i>
<i>Dasyliirion wheeleri</i>	Grey Sotol	10 gal. cont.	FULL
<i>Hesperaloe funifera</i>	Giant Yucca	10 gal. cont.	FULL
<i>Hesperaloe parviflora</i>	Red Yucca (all color varieties)	5 gal. cont.	FULL
<i>Opuntia spp.</i>	Prickly Pear (Thornless Varieties)	5 gal. cont.	FULL
<i>Yucca recurvifolia</i>	Softleaf Yucca	5 gal. cont.	FULL
<i>Yucca faxoniana x treculeana</i>	Spanish Dagger	15 gal. cont.	FULL
<i>Yucca rostrata</i>	Big Bend Yucca or Beaked Yucca	15 gal. cont.	FULL
VINES			
<i>BOTANICAL NAME</i>	<i>COMMON NAME</i>	<i>SIZE</i>	<i>COMMENTS</i>
<i>Gelsemium sempervirens</i>	Carolina Jessamine	1 gal. cont., 24" tall min.	FULL, ON ESPALIER
<i>Lonicera sempervirens</i>	Coral Honeysuckle	1 gal. cont., 24" tall min.	FULL, ON ESPALIER
<i>Rosa 'Lady Banksia'</i>	Lady Banksia Rose	1 gal. cont., 24" tall min.	FULL, ON ESPALIER
<i>Trachelospermum jasminoides</i>	Confederate Jasmine	1 gal. cont., 24" tall min.	FULL, ON ESPALIER

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 8B. **AGENDA DATE:** December 07, 2017

PRESENTED BY: Michel Sorrell, Chief Financial Officer

ITEM: Consideration and possible action on the second and final reading of an ordinance amending the City of Hutto Code Of Ordinances (2014 Edition), Appendix A Fee Schedule, Article A4.000 Public Facility Rentals, Article A5.000 Utilities and A7.000 Library. (Michel Sorrell)

STRATEGIC GUIDE POLICY: Fiscal and Budgetary

ITEM BACKGROUND:

Staff recently reviewed the current fee schedule to determine if City fees are appropriate for cost recovery, balancing expenditures and revenues, and how they compare to benchmark cities. General formatting issues were also reviewed and corrected. Major proposed changes to the amended fee schedule (Exhibit A) are below. All changes to the Fee Schedule can be found in the attached Exhibit A Fee Schedule.

Article A2.000 Public Safety

Remove item (i) referring to photographic traffic enforcement system. The City no longer runs this program.

Article A4.000 Public Facility Rentals

Fee Schedule changes include the addition of non-profit and deposits to the previous rate tables, as well as updating rental fees. Below are updated charts that reflect these changes.

(a) Facilities and equipment rental. Rental procedures and forms will be set and made available through the Parks and Recreation department. Resident and nonresident individuals, club, organizations or businesses may rent parks and recreation facilities and athletic fields, when available, for a fee per function as follows:

1. Park Facilities:

	Resident	Nonresident	Non-Profit	Deposit
Pavilions (2 Hour Minimum)				
Fritz Park	\$20.00/hour	\$30.00/hour	\$10.00/hour	\$100.00
Hutto Lake Park	\$10.00/hour	\$15.00/hour	\$5.00/hour	\$100.00

Country Estate Park	\$10.00/hour	\$15.00/hour	\$5.00/hour	\$100.00
Glenwood Splash Pad	\$10.00/hour	\$15.00/hour	\$5.00/hour	\$100.00
Saul House				
Full Day (4+ hours)	\$300.00/day	\$400.00/day	\$150.00/day	\$100.00
Half Day (1-3 hours)	\$75.00/hour	\$150.00/hour	\$40/hour	\$100.00
Gin at the Co-Op				
Full Day (4+ hours)	\$500.00/day	\$600.00/day	\$300.00/day	\$250.00
Half Day (1-3 hours)	\$100.00/hour	\$200.00/hour	\$50.00/hour	\$250.00
Special Event Co-Op Grounds Fee (combine with Gin rental)	\$250.00/day	\$250.00/day	\$250.00/day	N/A
Meeting Room (2 hour minimum)				
Per Hour	\$25.00	\$30.00	\$10.00	\$100.00

2. Athletic Field Rental Fees:

Rental Type	Resident	Nonresident	Deposit
Tournaments: per field per day			
Holmstrom Field	\$250.00/day	\$350.00/day	\$400.00
Old Hippo Stadium	\$250.00/day	\$350.00/day	\$400.00
Fritz Park Youth Baseball Field	\$125.00/day	\$225.00/day	\$200.00
Fritz Park Youth Softball Field	\$125.00/day	\$225.00/day	\$200.00
Creekside Field 1-4	\$125.00/day	\$225.00/day	\$200.00
Clinics, practices, games,; per field per hour			
Holmstrom Field	\$50.00/hour	\$75.00/hour	\$100.00
Old Hippo Stadium	\$50.00/hour	\$75.00/hour	\$100.00
Fritz Park Youth Baseball Field	\$25.00/hour	\$50.00/hour	\$100.00
Fritz Park Youth Softball Field	\$25.00/hour	\$50.00/hour	\$100.00
Creekside Field 1-4	\$25.00/hour	\$50.00/hour	\$100.00
Other fees			
Light fee	\$25.00/hour	\$25.00/hour	N/A
Concession Stand (if available)	\$50.00/day	\$75.00/day	N/A
PARD staff fee, per person	\$25.00/hour	\$25.00/hour	N/A

Article A5.000 Utilities

Staff reviewed current water and wastewater connection (tap) fees and compared them to

benchmark cities. The current fees are lower than comparable benchmark cities and do not reflect the rapid growth of larger entities such as commercial, retail and industrial. In order to be competitive and recover costs borne by the City the following is the new fee schedule.

(b) Connection Fees

(1) Water

(C) 1-1/2' meter: \$1,100.00

(D) 2' meter: \$1,300.00

(2) Wastewater

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

Article A7.000 Library

Staff reviewed current fee schedules and determined that the charge for the use of the copier and fax are not adequate enough to cover the cost.

Fee Schedule changes include:

(b) Copy/Print & Fax

(1) Black and white copy/print, per impression: \$0.10.

(2) Color copy/print, per impression: \$0.25

(3) Fax: \$1.00 for the first page and \$0.25 for subsequent pages for local faxes and \$2 for the first page and \$0.50 each for subsequent pages if sending it to a long-distance fax number within the U.S. No international fax allowed.

BUDGETARY AND FINANCIAL SUMMARY:

Article A2.000 Public Safety, Article 4.000 Public Facility Rentals, Article A5.000 Utilities and Article A7.000 Library proposed increases and additions are recommended to ensure proper cost recovery and assist with balancing revenues and expenditures.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

SUPPORTING MATERIAL:

1. [Ordinance - Amending Fee Schedule](#)
2. [Exhibit A - Red Lined Amended Fee Schedule](#)
3. [Exhibit A - Amended Fee Schedule](#)

ORDINANCE NO. _____

AN ORDINANCE PRESCRIBING CERTAIN FEES FOR THE CITY HUTTO, AMENDING ALL APPLICABLE ORDINANCES AND OTHER INSTRUMENTS; PROVIDING FOR A SCHEDULE OF FEES AND CHARGES; PROVIDING A PUBLICATION CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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

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

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

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

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

SECTION 1.0 Exhibit “A” which is attached to this Ordinance as a reference and is incorporated into this Ordinance as presented, lists each of the specific fees and charges authorized by the City Council.

SECTION 2.0 All fees and charges specified in Exhibit “A” shall be in effect as of **April 20, 2017**, unless otherwise noted in Exhibit “A”.

SECTION 3.0 All ordinances heretofore adopted by this City covering the fees and charges as set forth in the ordinance be and each of said ordinances is hereby amended so as to incorporate therein the applicable fees as set forth and contained in Exhibit “A” of this ordinance.

SECTION 4.0 If any sentence, phrase, paragraph or other part of this ordinance should be held to be invalid by a court of competent jurisdiction such holding of invalidity shall not effect the remainder of this ordinance and all portions of this ordinance not held to be invalid shall continue and remain in full force and effect.

SECTION 5.0 All other terms and conditions contained in the amended ordinances, except as amended herein and hereby shall continue and remain in full force and effect.

SECTION 6.0 **Publication.** The City Secretary of the City of Hutto, Texas is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

SECTION 7.0 **Open Meetings Clause.** The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

READ and APPROVED on first reading on this the **16th** day of **November, 2017**, at a regular meeting of the City Council of the City of Hutto, Texas.

READ, APPROVED and ADOPTED on second and final reading on this the **7th** day of **Decembere, 2017**, at a regular meeting of the City Council of the City of Hutto, Texas.

CITY OF HUTTO, TEXAS

By: _____
Doug Gaul, Mayor
Date Signed: _____

ATTEST:

By: _____
Seth Gipson, City Secretary

SEAL

EXHIBIT "A"

FEE SCHEDULE

~~April 20, 2017~~ November 16, 2017

Article A1.000	Development Services, Engineering and Construction	A-3
Article A2.000	Public Safety	A-9
Article A3.000	Public Works	A-11
Article A4.000	Public Facility Rentals	A-11
Article A5.000	Utilities	A-14
Article A6.000	Business	A-19
Article A7.000	Library	A-20
Article A8.000	Miscellaneous	A-20

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ARTICLE A1.000 DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION

(a) Zoning fees.

- (1) Temporary use permits: \$300.00.
- (2) Zoning change: \$500.00 up to 5 acres. \$100.00 for each additional 5 acres.
- (3) Planned unit developments (PUD): \$1,750.00 up to 20 acres. \$100.00 for each additional 5 acres.
- (4) Zoning variance: \$250.00.
- (5) Development Agreements: \$750.00.
- (6) SmartCode Submittal: \$500.00 up to 80 acres. \$100.00 for each additional 5 acres.
- (7) Annexation (voluntary); \$500.00
- (8) Specific use permit: \$300.00.
- (9) Zoning verification letter: \$25.00.**
- (10) Warrant (Historic District only): \$100.00.**
- (11) Traffic Impact Analysis: \$200.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the City).**
- (12) Technology Fee: \$25.00 except where indicated by **.

*Notices—Written notice of each public hearing before the Planning and Zoning Commission on a proposed change in a zoning classification or a specific use permit shall be sent to each owner, as indicated by the most recently approved municipal tax roll, of real property within a 200-foot radius of the affected area. All application fees include the initial notification fees. However, subsequent notifications will be charged to the applicant prior to making each additional notice at the rate of \$5 per notice. For large scale projects with over 50 mailed notices, an additional fee of \$1.00 per letter shall be charged for each mailing.

(b) Appeals.

- (1) Administrative Appeal (Zoning Board of Adjustment): \$500.00.**
- (2) All other Appeals (City Council): \$25.00.**

(c) Subdivision fees.

- (1) Development assessment review: \$1,100.00.
- (2) Major subdivision preliminary plat: \$1,550.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- (3) Major subdivision final plat: \$1,000.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.

- (4) Plat vacation: \$400.00.
 - (5) Amended plat of subdivision: \$500.00 plus \$25.00 per lot.
 - (6) Major/Minor plat recordation processing fee: \$50 plus Williamson County plant recordation fees.**
 - (7) Minor/short form final plat: \$500.00.
 - (8) Right of Way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): \$250.00* Requires amendment plat.
 - (9) GIS Fee: \$25.00.**
 - (10) Subdivision public improvements/construction inspection fee: 3% of cost of public improvements.**
 - (11) Plan extension request (1 year extension): \$150.00.**
 - (12) Subdivision public improvements/construction plan review: \$100.00/acre.
 - (13) Legal lot determination: \$25.00.**
 - (14) Subdivision variance: \$250.00.
 - (15) Traffic Impact Analysis: \$200.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the City).**
 - (16) Technology Fee: \$25.00 except where indicated by **.
- (d) Development fees.
- (1) Parkland development fee:
 - (A) Residential: \$500.00 per unit.
 - (B) Non-residential: \$800.00 (minimum); \$800.00 per acre for 3 or more acres.
 - (2) Parkland fee-in-lieu of land dedication fees:
 - (A) Residential:
 - Single-Family: \$300.00 per unit
 - Multi-Family: \$175.00 per unit
- (e) Site plan fees.
- (1) Site plan review fee: \$1,000.00 plus \$100.00 per acre. A resubmittal fee of \$250 will be required for submittals received more than 45 days after comments were sent or after the third submittal for the project.
 - (A) Technology fee: \$25.00.

- (2) Site Inspection fee: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- (3) Site inspection fee (public improvements only): 3% of cost of public improvements
- (4) Minor deviations/design modifications: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- (5) Fire review fees shall be established by the Williamson County Emergency Services District No. 3.
- (6) Right-of-way use permit fees, driveway/flatwork/sidewalk/curb-cut only:
 - (A) \$50.00 application fee.
 - (B) \$25.00 inspection fee.
 - (C) Technology Fee: \$5.00.
- (7) Right-of-way use permit fees:
 - (A) \$500.00 application fee (applied to inspection fee)
 - (B) \$500.00 or 3% of construction cost inspection fee, whichever is greater

(f) Building plan review fees:

- (1) Residential: \$25 per dwelling. Required for all new residential construction and residential addition permits.
- (2) Commercial: 65% of Commercial permit fee. Required for all new commercial construction and commercial addition permits.
- (3) Certificate of appropriateness (Historic District only):
 - (A) \$30.00 minor projects
 - (B) \$250.00 major projects (i.e., new construction)

(g) Building permit fees. Fees for building permits double if work on the project begins prior to issuance of the permit. All permit fees are to be paid in advance by the licensed party who applies for the permit. Building Valuation is determined by the International Code Council (ICC) Building Valuation Data Table (BVD). This calculation takes the total square feet of a structure multiplied by the amount found on the BVD table for the Building Group and Construction Type.

- (1) New Residential/New Commercial/Residential Addition/Commercial Addition/Commercial Remodel permit fees: Includes required inspections, re-inspections are an additional fee.

<u>Estimated Valuation</u>	<u>Fee</u>
\$1.00 to \$5,000.00	\$25

\$5,001.00 to \$10,000.00	\$76.92
\$10,001.00 to \$25,000.00	\$99.69 for the first \$10,000 plus \$7.70 for each additional \$1,000
\$25,001.00 to \$50,000	\$215.19 for the first \$25,000 plus \$5.56 for each additional \$1,000
\$50,001.00 to \$100,000.00	\$354.19 for the first \$50,000 plus \$3.85 for each additional \$1,000
\$100,001.00 to \$500,000.00	\$546.69 for the first \$100,000 plus \$3.08 for each additional \$1,000
\$500,001.00 to \$1,000,000.00	\$1,778.69 for the first \$500,000 plus \$2.62 for each additional \$1000
\$1,000,001.00 and up	\$3,088.69 for the first \$1,000,000 plus \$1.74 for each additional \$1,000

(A) Re-inspections: \$50 each. After 3rd failed inspection, must wait 2 days for re-inspection.

(B) Technology fee

(1) Residential building permit: \$10.00

(2) Commercial building permit: \$20.00

(2) Miscellaneous permits/inspections by type.

(A) Technology fee: \$7.00 for all miscellaneous permits, except where indicated by **.

(B) Move-in permit fee (modular structure): \$100.00.

(C) Demolition:

(1) Residential: \$25.00.

(2) Commercial: \$100.00.

(D) Storage building permit: \$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Re-inspections are an additional fee.

(E) Water softener, water heater, irrigation, spa, hot tub, HVAC, solar panel, and wind turbine permits: \$35.00, plus required inspection(s) fees. Re-inspections are an additional fee.

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

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

- (H) Patio/deck permit: \$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Re-inspections are an additional fee.
- (I) Fire safety inspection for commercial buildings is set by Williamson County Emergency Services District No. 3.
- (J) Tree removal permit**
 - (1) Undeveloped or redevelopment site:
 - (i) Trees with a DBH of at least 6", regardless of health: Permit required; no fee.
 - (ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
 - (2) Developed site:
 - (i) Trees with a DBH of at least 2.5", regardless of health: Permit required; no fee.
 - (ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
- (K) HUD-code manufactured home fees.
 - (1) Permit application fee: \$100.00. (2004 Code, sec. 3.902)
 - (2) License application or renewal fees: \$50.00.
 - (3) License transfer fee: \$50.00.
(2004 Code, sec. 3.903)
- (L) Sign permits.
 - (1) Regular signs (on buildings or freestanding).
 - (i) Signs meeting code requirements, fee due upon application: \$5.00 per sq. foot of facing.
 - (ii) Sign master plan application fee: \$100.00.
 - (2) Signs requiring variances.
 - (i) Processing fee: \$50.00.
 - (ii) If variance approved: \$10.00 per square foot of facing.
 - (iii) If variance approved for sign master plan: \$5.00 per square foot of facing.
 - (3) Temporary signs.
 - (i) Temporary Commercial Signage, per sign: \$30.00.

- (ii) A-Frame Sign: \$30.00 (1 year).
 - (iii) Public Information Sign: Permit required; no fee.**
 - (iv) Political sign: No permit required; no fee.**
- (M) Certificate of Occupancy (change of commercial tenant or ownership): \$50.00.
- (N) Temporary Certificate of Occupancy: \$100.00 per issuance.
- (O) Occupation of a structure prior to issuance of a Certificate of Occupancy: \$100.00 per day of occupancy prior to issuance of a Certificate of Occupancy.
- (P) Temporary job/construction trailer: \$30.00.
- (Q) Remodel-Residential: \$25.00 plus required inspection(s) fees. Re-Inspections are an additional fee. (No Plan Review fee required)
- (R) Inspection for habitable dwelling. Building or home 5 years or older: \$25.00.
- (S) All inspections and re-inspections not listed above: \$50.00 each.** After 3rd failed inspection, must wait 2 days for re-inspection.
- (h) Map and Plan Documents.
- (1) Printed map products.
 - (A) Black and white or color map.
 - (i) 8.5" x 11": \$2.00.
 - (ii) 11" x 17": \$4.00.
 - (iii) 34" x 48": \$15.00.
 - (B) Map tube: \$2.00.
 - (C) Postage: \$4.00 depending on additional postage fees.
 - (D) 2-day request: \$20.00.
 - (E) As-built plans (24" x 36"): \$3.00.
 - (2) GIS/CD/e-mail products.
 - (A) PDF file: No fee.
 - (B) JPG file: No fee.
 - (C) CD: \$2.00.
 - (D) DVD: \$2.50.

- (E) Postage: \$4.00 depending on additional postage fees.
 - (F) Shape file.
 - (i) Each layer: \$25.00.
 - (ii) Parcel layer: \$50.00.
 - (G) Aerial.
 - (i) Individual panels (per panel): \$25.00.
 - (ii) All panels: \$750.00.
 - (H) As-built plans (electronic): No fee.
- (3) GIS custom maps: GIS is not authorized to prepare custom maps. However, should the preparation of a custom map be authorized by the Planning Director, the customer will be charged on a per hour basis. \$75 for the first hour, \$35 for each additional hour.

ARTICLE A2.000 PUBLIC SAFETY

- (a) Police.
 - (1) Fingerprinting service, per set (voluntary fingerprinting of children is at no charge): \$10.00.
 - (2) Accident reports, per report: \$6.00.
 - (3) Hourly rate for police unit (vehicle) on security detail, per hour: \$15.00.
 - (4) Alarm fees: State law. Amount allowable under SB 568.
 - (5) Business alarm permits (annual fee): \$50.00.
 - (6) Residential alarm permits (annual fee): \$25.00.
- (b) Animal control. Ordinance 10-003-00. All fees set forth shall apply as adopted by the Williamson County Commissioner's Court for the Regional Animal Shelter, as amended.
 - (1) Dog registration for sterilized animal, per tag: \$5.00.
 - (2) Dog registration for unsterilized animal, per tag: \$10.00.
 - (3) Impoundment fee, registered: \$30.00.
 - (4) Impoundment fee, unregistered: \$60.00.
 - (5) Return charge for loose livestock that are picked up, per occurrence: \$65.00.
 - (6) Holding fee, per day: \$10.00.
 - (7) Rabies vaccination, per animal: \$15.00.

- (8) Pick up deceased owner animal, per animal: \$25.00.
 - (9) Fee for dropping off animal - owner surrender, per occurrence: \$25.00.
 - (10) Additional drop-off fee with litter, per occurrence: \$25.00.
- (c) Traffic fines. The municipal judge has discretion to charge the maximum fee per state law depending on the violation. In addition to traffic fines, a person convicted of a misdemeanor shall pay court cost mandated by the state. Other fines charged are established in the Code of Ordinances and state law.
- (1) Maximum fines. The maximum fine for most municipal court cases is as follows:
 - (A) Traffic Violations: \$200
 - (i) \$200 fines for traffic violations may be doubled for offenses in a construction or maintenance work zone when workers are present and if the construction or maintenance work zone is marked by a sign indicating construction or maintenance work zone.
 - (ii) Additional fee applies if speeding in a school zone.
 - (B) Penal Violations: \$500
- (d) City Ordinances. As stated in Chapter 1, Section 1.01.009 of the Code, the City Council may establish the following penalties:
- (1) A fine up to \$2,000 in all cases arising under the ordinances, resolutions, rules or orders that govern: fire safety, zoning, public health and sanitation;
 - (2) A fine up to \$4,000 in all cases arising under the ordinances, resolutions, rules or orders that govern illegal dumping of refuse (*Ordinance O-15-12-17-6F*); and
 - (3) A fine up to \$500 for all other city violations.
- (e) Unlawful Passing of School Buses. Unlawfully passing a school bus is punishable by a fine of \$500–\$1250 for first offense, or \$1,000–\$2,000 for second or subsequent offense.
- (f) Failure to Maintain Motor Vehicle Liability Insurance. Conviction of this offense is a misdemeanor punishable by a fine of not less than \$175 or more than \$350; if a person has been previously convicted of this offense, it is punishable by fine of not less than \$350 or more than \$1000.
- (g) Parked in Handicap Zone. Conviction of this offense is a misdemeanor punishable by a fine of not less than \$500 or more than \$750; if a person has been previously convicted of this offense, it is punishable by a fine not less than \$550 or more than \$800; and if that person has been convicted three times of this offense, a fine of not less than \$800 or more than \$1100.
- (h) Time Payment Fee (Chapter 51 of Government Code Sec. 51.921). Municipal Court shall collect a fee of \$25.00 from a person who has been convicted, pays any part of a fine, court cost or restitution on or after the 31st day after the date Judgment is entered.
- ~~(i) Photographic traffic enforcement system.~~

~~(1) Civil penalty: \$75.00.~~

~~(2) Late payment fee: \$25.00.~~

~~(3) Payment by credit or debit card: 2% of the total payment.~~

~~(Ordinance 06-012-01 adopted 6/19/08)~~

(j) Food sanitation fees (25 Texas Administrative Code Sec. 229.161-171, 229.173-175) Fees under this subsection are to be reviewed and regulated by the Williamson County and Cities Health District.

ARTICLE A3.000 PUBLIC WORKS

(a) Solid waste collection.

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

	95 gal. Solid Waste	95 gal. Solid Waste	65 gal. Solid Waste	65 gal. Solid Waste
	95 gal. Recycling	65 gal. Recycling	95 gal. Recycling	65 gal. Recycling
Solid Waste	\$9.75	\$9.75	\$8.40	\$8.40
Recycling	\$3.75	\$3.10	\$3.75	\$3.10
Bulky Waste	\$0.45	\$0.45	n/a	n/a
Street Maintenance (6%)	\$0.84	\$0.80	\$0.73	\$0.69
Sales Tax (8.25%)	\$1.22	\$1.16	\$1.06	\$1.01
Total Monthly Cost	\$16.01	\$15.26	\$13.94	\$13.20

(2) Additional carts: 50% of monthly rate

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

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

~~(Ordinance _____ adopted 1/21/16)~~

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

~~(Ordinance 08-026-00 adopted 10/2/08)~~

ARTICLE A4.000 PUBLIC FACILITY RENTALS

(a) Facilities and equipment rental. Rental procedures and forms will be set and made available through the Parks and Recreation department. Resident and nonresident individuals, clubse, organizations or businesses may rent parks and recreation facilities and athletic fields, when available, for a fee per function as follows: Fees for facilities and equipment are set below.

~~(1) Resident and non-resident individuals, clubs, organizations, or businesses may rent parks and recreation facilities, when available, for a fee per function as follows:~~

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(A)	Pavilions:		
		<u>Residents</u>	<u>Nonresidents</u>
	City Park		
	Full (120' x 60')	\$100.00	\$125.00
	Half (60' x 30')	\$50.00	\$75.00
	Neighborhood parks (18' x 36')	\$25.00	\$50.00
(B)	Saul House Recreation Site:		
	Home Site/Meeting Facility (4 hours)	\$200.00	\$225.00
	Additional Hours	\$20/hour	\$25/hour
(C)	Sports facility lights	\$20.00/hour	\$25.00/hour

~~A \$100.00 deposit shall be required to rent the above listed facilities. Upon inspection and determination that facilities have not been damaged and clean up costs have not been incurred, the deposit shall be refunded.~~

(D)	Hutto Gin			
		<u>Residents</u>	<u>Nonresidents</u>	<u>Local Non-profit</u>
	Full Day (4+ hours)	\$500.00/day	\$600.00/day	\$300.00/day
	Half Day (1-3 hours)	\$100.00/hour	\$200.00/hour	\$50.00/hour
	Security Deposit	\$250.00	\$350.00	\$250.00

~~Upon inspection and determination that facilities have not been damaged and clean up costs have not been incurred, the deposit shall be refunded.~~

~~(2) Equipment:~~

		<u>Residents</u>	<u>Nonresidents</u>
(A)	Recreation kit	\$25.00	\$30.00

~~(3) Athletic field rental rates:~~

(A) ~~Deposit fees for all athletic field rentals:~~

	<u>Residents</u>	<u>Nonresidents</u>
Bases/field markers, per field	\$150.00	\$150.00
Keys, per set	\$50.00	\$50.00
Litter damage, per complex	\$150.00	\$150.00
Concession stand, per day	\$25.00	\$30.00
Light fees, per hour	\$20.00	\$20.00
Press Box	\$25.00	\$30.00

(B) ~~Athletic rental fee schedule.~~

(i) ~~Tournaments:~~

<u>Rental Type</u>	<u>Residents</u> <u>HISD</u>	<u>Nonresidents</u> <u>Non-HISD</u>
Adult tournaments, per field per day	\$50.00	\$75.00
Youth tournaments, per field per day	\$25.00	\$50.00
School tournaments, per field per day	\$25.00	\$75.00

(ii) ~~Camps, clinics and practices:~~

<u>Rental Type</u>	<u>Residents</u>	<u>Nonresidents</u>
Sports camps/clinics, per field per day		
Adult	\$100.00	\$125.00
Youth	\$50.00	\$75.00
Light fee	\$20.00/hr.	\$20.00/hr.
Practice field rental, per hour		
Adult	\$20.00	\$35.00
Youth	\$20.00	\$35.00
Light fee	\$20.00/hr. (if available)	\$20.00/hr. (if available)

~~(iii) PARD Staff Fee: \$25 per hour per staff member (if Parks and Recreation Staff is required to be available during use.)~~

(b) Youth sports association facility fees.

~~(1) All youth associations may be subject to a minimum individual player fee for each participant for each season of play. The fee may be no less than \$1.00 per participant. All youth associations will be required to pay no less than a five dollar (\$5.00) non-resident fee per season for each non-resident child in the association.~~

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~~(2) All youth associations may be subject to a minimum individual player fee for each participant for each season of play. This fee may be no less than \$1.00 per participant. All youth associations will be required to pay no less than a \$5.00 non-resident fee per season for each non-resident child in the association.~~

~~(3) A formal agreement, approved by the City of Hutto City Council, with each sports association may establish a separate fee schedule.~~

(c) Recreation program fees.

(1) All recreation program fees are set by the Recreation Manager and approved by the Director of Parks and Recreation and approved by the city manager on a case-by-case basis. Non-residents shall pay a \$5.00 surcharge per class, ~~or special event.~~

~~(2) All youth associations will be required to pay no less than a \$5.00 non-resident fee per season for each non-resident child in the association.~~

(Ordinance 08-026-00 adopted 10/2/08)

ARTICLE A5.000 UTILITIES

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

(1) Water and wastewater, per customer:

(A) Good payment history: \$0.* Deposit may be waived with letter of good credit (Sec. 13.02.037) or through credit check.

(B) Average payment history: \$150.**

(C) Poor payment history: \$250.**

*\$150 deposit will be charged for any customer without a deposit who is disconnected for non-payment.

** An additional \$50 deposit will be charged to customers disconnected for non-payment.

*** Final determination of credit history to be made by the City Utility Billing Supervisor.

(2) Wastewater only:

(A) Good payment history: \$0* Deposit may be waived with letter of good credit (Sec. 13.02.037) or through credit check.

(B) Average payment history: \$100**

(C) Poor payment history: \$200**

** An additional \$50 deposit will be charged to customers disconnected for non-payment.

*** Final determination of credit history to be made by the City Utility Billing Supervisor.

(3) Non-residential:

Non-residential deposits are outlined in Article 13, Section 13.02.037 in the Code of Ordinances. The minimum non-residential deposit is equal to the residential deposit.

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

(b) Connection fees.

(1) Water:

(A) 5/8" and 3/4" meter: \$600.00;

(B) 1" meter: \$750.00;

(C) 1-1/2" meter: ~~\$900.00~~\$1,100.00;

(D) 2" meters: ~~\$1,100.00~~\$1,300.00;

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

(2) Wastewater:

(A) Up to 8" connection: ~~\$750.00~~\$850.00 inside city; \$300.00 developer installed.

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

(c) Other service charges.

(1) New account charge/transfer account charge: \$35.00.

(2) Disconnection/reconnection fee due to nonpayment: \$50.00. (Jonah and Manville customers will be assessed an additional \$50 fee).

(3) After-hours connection fee/reconnection fee: \$50.00 in addition to above.

(4) Meter reread charge: \$25.00.

(5) Tampering with a locking device: \$250.00.

(d) Impact fees. For plats recorded prior to February 1, 2013.

(1) Water, per service unit equivalent: \$4,363.00.

(2) Wastewater, per service unit equivalent: \$1,068.00.

- (e) Impact fees. For plats recorded after February 1, 2013.
- (1) Water, per service unit equivalent: \$3,625.00.
- (2) Wastewater, per service unit equivalent: \$2,128.00.
- (f) Retail water/wastewater rates. Outside city rates are 1.15 times inside city rates.

Water

Minimum Monthly Charge (Demand)

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8" & 3/4" meter	\$25.48	\$29.30
1" meter	\$38.24	\$43.97
1-1/2" meter	\$63.72	\$73.28
2" meter	\$127.44	\$146.55
3" meter	\$203.91	\$234.50
4" meter	\$407.80	\$468.97
6" meter	\$637.19	\$732.77
8" meter	\$1274.39	\$1465.55

Volume Rate (per 1,000 gallons)

Single-Family Residential

<u>Monthly use between:</u>	<u>Inside City</u>	<u>Outside City</u>
0 to 5,000 gals	\$7.82	\$9.00
5,001 to 12,000 gals	\$8.50	\$9.78
12,001 to 25,000 gals	\$8.90	\$10.24
25,001 gals or more	\$9.70	\$11.16
Non-residential, all consumption	\$8.57	\$9.86
Irrigation, all consumption	\$8.90	\$10.24
Construction, all consumption	\$8.90	\$10.23

Wastewater

Minimum Monthly Charge (Demand)

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8" & 3/4" meter	\$20.25	\$23.29
1" meter	\$31.59	\$34.94
1-1/2" meter	\$50.63	\$58.22
2" meter	\$101.25	\$116.45
3" meter	\$162.00	\$186.30
4" meter	\$324.01	\$372.60
6" meter	\$506.26	\$582.21
8" meter	\$1012.53	\$1164.41
Volume Rate (per 1,000 gallons)		
Residential*	\$5.06	\$5.82
Non-residential**	\$5.82	\$6.69
Monthly Rate (volume and demand)		
Flat Rate Customers	\$48.30	\$55.55

*Based on winter water use average.

**Based on monthly water meter readings. Non-residential customers with a 5/8" or 3/4" water meter will continue to base their bill on winter water use average unless a separate irrigation meter is installed. Wastewater only customers must report monthly water readings. Late or underreported usage will be subject to late fees in accordance with Section 13.02.039 and disconnection for nonpayment.

(g) Unmetered fire protection systems per connection. Minimum charge per month, per service size:

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

(h) Bulk water rate. Per 1,000 gallons: \$3.50.

(Ordinance 08-026-00 adopted 10/2/08)

(i) Drought contingency plan.

(1) Water allocation surcharges for stage 6 response.

(A) Single-family residential customers:

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

(B) Master-metered multifamily residential customers:

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

(C) Commercial customers:

- (i) Customers whose allocation is 0 gallons through 3,000 gallons per month:
 - a. \$10.00 per thousand gallons for the first 1,000 gallons over allocation.
 - b. \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
 - c. \$20.00 per thousand gallons for the third 1,000 gallons over allocation.
 - d. \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.
- (ii) Customers whose allocation is 3,000 gallons per month or more:
 - a. 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
 - b. 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
 - c. 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
 - d. 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

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

(D) Industrial customers:

- (i) Customers whose allocation is 0 gallons through 3,000 gallons per month:
 - a. \$10.00 per thousand gallons for the first 1,000 gallons over allocation.
 - b. \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
 - c. \$20.00 per thousand gallons for the third 1,000 gallons over allocation.
 - d. \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.
- (ii) Customers whose allocation is 3,000 gallons per month or more:
 - a. 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
 - b. 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
 - c. 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
 - d. 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

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

(2004 Code, sec. 13.410)

- (2) Water reconnection charge following discontinuance of water service for conviction of three or more distinct violations of the plan: \$35.00. (2004 Code, sec. 13.411)

ARTICLE A6.000 BUSINESS

- (a) Wine and beer retailer permit: \$25.00.
- (b) Peddler, Solicitors, Distributors, Itinerant Vendors and Mobile Street Vendors
 - (1) Peddler/Solicitor: \$25.00 for each person permitted.
 - (2) Distributor: \$25.00 for each person or group of persons.
 - (3) Itinerant Vendors/Mobile Street Vendors
 - a) 14 day permit: \$25.00 fee

- b) 30 day permit: \$35.00 fee
- c) 90 day permit: \$75.00 fee
- d) 180 day permit: \$100.00 fee

(Ordinance O-14-06-19-6A adopted 6/19/14)

ARTICLE A7.000 LIBRARY

- (a) Library cards.
 - (1) Non-resident.
 - (A) Family: No family cards.
 - (B) Individual: People not living or owning property within the City of Hutto limits or Hutto ISD boundaries may obtain a library card for \$10 annual fee. This will be effective April 1, 2015. This fee will be charged yearly at the time of renewal.

(Ordinance O-15-03-05-7D)

- (2) Replacement.
 - (A) For 1st replacement: \$1.00.
 - (B) All additional replacement cards: \$5.00.

- (b) Copy/Print & Fax~~Copies~~.
 - (1) ~~(1)~~ Black and white copy/print, per impression: \$0.10.
 - (2) ~~(2)~~ Color copy/print, per impression: ~~No color copies~~ \$0.25.
 - (3) Fax: \$1.00 for the first page and \$0.25 for subsequent pages for local faxes and \$2 for the first page and \$0.50 each for subsequent pages if sending it to a long-distance fax number within the U.S. No international fax allowed.

- (c) Fines and fees.
 - (1) Overdue books, per day up to maximum cost to replace: \$0.25 with a \$10.00 maximum fine.
 - (2) Lost or damaged book fee: Cost of book + \$5.00 processing fee + fines.
- (d) Interlibrary loan: Cost of return postage.

(Ordinance 08-026-00 adopted 10/2/08)

ARTICLE A8.000 MISCELLANEOUS

- (a) Special events permit application fee: \$50.00. (Ordinance 2006-25 adopted 5/15/06)

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- (b) Street closure permit application fee: \$25.00. (Ordinance 2006-24 adopted 5/15/06)
- (c) Fireworks display permit application fee: \$40.00. (2004 Code, sec. 5.105)
- (d) Film application fee: \$50.00
 - (1) Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: \$500.00 per day.
 - (2) Partial, non-disruptive use of a public building, park, right-of-way, or public area: \$250.00 per day.
 - (3) Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$50.00 per block per day.
 - (4) Partial closure or obstruction of a public street or right-of-way, including parking lots and on-street parking: \$25.00 per block per day.
 - (5) Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles): \$50.00 per block or lot per day.
- (e) Brush collection by city after storm.
 - (1) Minimum: \$15.00.
 - (2) Additional time in increments of five minutes: \$5.00.
- (f) Returned check fee (for any city payment): \$30.00.
- (g) Credit card processing fee, per transaction: \$1.00.

(2004 Code, sec. 6.311)

(Ordinance 08-026-00 adopted 10/2/08)

EXHIBIT “A”

FEE SCHEDULE

November 16, 2017

Article A1.000	Development Services, Engineering and Construction	A-3
Article A2.000	Public Safety	A-9
Article A3.000	Public Works	A-11
Article A4.000	Public Facility Rentals	A-11
Article A5.000	Utilities	A-14
Article A6.000	Business	A-19
Article A7.000	Library	A-20
Article A8.000	Miscellaneous	A-20

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ARTICLE A1.000 DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION

(a) Zoning fees.

- (1) Temporary use permits: \$300.00.
- (2) Zoning change: \$500.00 up to 5 acres. \$100.00 for each additional 5 acres.
- (3) Planned unit developments (PUD): \$1,750.00 up to 20 acres. \$100.00 for each additional 5 acres.
- (4) Zoning variance: \$250.00.
- (5) Development Agreements: \$750.00.
- (6) SmartCode Submittal: \$500.00 up to 80 acres. \$100.00 for each additional 5 acres.
- (7) Annexation (voluntary); \$500.00
- (8) Specific use permit: \$300.00.
- (9) Zoning verification letter: \$25.00.**
- (10) Warrant (Historic District only): \$100.00.**
- (11) Traffic Impact Analysis: \$200.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the City).**
- (12) Technology Fee: \$25.00 except where indicated by **.

*Notices—Written notice of each public hearing before the Planning and Zoning Commission on a proposed change in a zoning classification or a specific use permit shall be sent to each owner, as indicated by the most recently approved municipal tax roll, of real property within a 200-foot radius of the affected area. All application fees include the initial notification fees. However, subsequent notifications will be charged to the applicant prior to making each additional notice at the rate of \$5 per notice. For large scale projects with over 50 mailed notices, an additional fee of \$1.00 per letter shall be charged for each mailing.

(b) Appeals.

- (1) Administrative Appeal (Zoning Board of Adjustment): \$500.00.**
- (2) All other Appeals (City Council): \$25.00.**

(c) Subdivision fees.

- (1) Development assessment review: \$1,100.00.
- (2) Major subdivision preliminary plat: \$1,550.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- (3) Major subdivision final plat: \$1,000.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.

- (4) Plat vacation: \$400.00.
 - (5) Amended plat of subdivision: \$500.00 plus \$25.00 per lot.
 - (6) Major/Minor plat recordation processing fee: \$50 plus Williamson County plat recordation fees.**
 - (7) Minor/short form final plat: \$500.00.
 - (8) Right of Way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): \$250.00* Requires amendment plat.
 - (9) GIS Fee: \$25.00.**
 - (10) Subdivision public improvements/construction inspection fee: 3% of cost of public improvements.**
 - (11) Plan extension request (1 year extension): \$150.00.**
 - (12) Subdivision public improvements/construction plan review: \$100.00/acre.
 - (13) Legal lot determination: \$25.00.**
 - (14) Subdivision variance: \$250.00.
 - (15) Traffic Impact Analysis: \$200.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the City).**
 - (16) Technology Fee: \$25.00 except where indicated by **.
- (d) Development fees.
- (1) Parkland development fee:
 - (A) Residential: \$500.00 per unit.
 - (B) Non-residential: \$800.00 (minimum); \$800.00 per acre for 3 or more acres.
 - (2) Parkland fee-in-lieu of land dedication fees:
 - (A) Residential:
 - Single-Family: \$300.00 per unit
 - Multi-Family: \$175.00 per unit
- (e) Site plan fees.
- (1) Site plan review fee: \$1,000.00 plus \$100.00 per acre. A resubmittal fee of \$250 will be required for submittals received more than 45 days after comments were sent or after the third submittal for the project.
 - (A) Technology fee: \$25.00.

- (2) Site Inspection fee: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- (3) Site inspection fee (public improvements only): 3% of cost of public improvements
- (4) Minor deviations/design modifications: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- (5) Fire review fees shall be established by the Williamson County Emergency Services District No. 3.
- (6) Right-of-way use permit fees, driveway/flatwork/sidewalk/curb-cut only:
 - (A) \$50.00 application fee.
 - (B) \$25.00 inspection fee.
 - (C) Technology Fee: \$5.00.
- (7) Right-of-way use permit fees:
 - (A) \$500.00 application fee (applied to inspection fee)
 - (B) \$500.00 or 3% of construction cost inspection fee, whichever is greater

(f) Building plan review fees:

- (1) Residential: \$25 per dwelling. Required for all new residential construction and residential addition permits.
- (2) Commercial: 65% of Commercial permit fee. Required for all new commercial construction and commercial addition permits.
- (3) Certificate of appropriateness (Historic District only):
 - (A) \$30.00 minor projects
 - (B) \$250.00 major projects (i.e., new construction)

(g) Building permit fees. Fees for building permits double if work on the project begins prior to issuance of the permit. All permit fees are to be paid in advance by the licensed party who applies for the permit. Building Valuation is determined by the International Code Council (ICC) Building Valuation Data Table (BVD). This calculation takes the total square feet of a structure multiplied by the amount found on the BVD table for the Building Group and Construction Type.

- (1) New Residential/New Commercial/Residential Addition/Commercial Addition/Commercial Remodel permit fees: Includes required inspections, re-inspections are an additional fee.

<u>Estimated Valuation</u>	<u>Fee</u>
\$1.00 to \$5,000.00	\$25

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

(A) Re-inspections: \$50 each. After 3rd failed inspection, must wait 2 days for re-inspection.

(B) Technology fee

(1) Residential building permit: \$10.00

(2) Commercial building permit: \$20.00

(2) Miscellaneous permits/inspections by type.

(A) Technology fee: \$7.00 for all miscellaneous permits, except where indicated by **.

(B) Move-in permit fee (modular structure): \$100.00.

(C) Demolition:

(1) Residential: \$25.00.

(2) Commercial: \$100.00.

(D) Storage building permit: \$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Re-inspections are an additional fee.

(E) Water softener, water heater, irrigation, spa, hot tub, HVAC, solar panel, and wind turbine permits: \$35.00, plus required inspection(s) fees. Re-inspections are an additional fee.

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

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

- (H) Patio/deck permit: \$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Re-inspections are an additional fee.
- (I) Fire safety inspection for commercial buildings is set by Williamson County Emergency Services District No. 3.
- (J) Tree removal permit**
 - (1) Undeveloped or redevelopment site:
 - (i) Trees with a DBH of at least 6", regardless of health: Permit required; no fee.
 - (ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
 - (2) Developed site:
 - (i) Trees with a DBH of at least 2.5", regardless of health: Permit required; no fee.
 - (ii) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
- (K) HUD-code manufactured home fees.
 - (1) Permit application fee: \$100.00. (2004 Code, sec. 3.902)
 - (2) License application or renewal fees: \$50.00.
 - (3) License transfer fee: \$50.00.
(2004 Code, sec. 3.903)
- (L) Sign permits.
 - (1) Regular signs (on buildings or freestanding).
 - (i) Signs meeting code requirements, fee due upon application: \$5.00 per sq. foot of facing.
 - (ii) Sign master plan application fee: \$100.00.
 - (2) Signs requiring variances.
 - (i) Processing fee: \$50.00.
 - (ii) If variance approved: \$10.00 per square foot of facing.
 - (iii) If variance approved for sign master plan: \$5.00 per square foot of facing.
 - (3) Temporary signs.
 - (i) Temporary Commercial Signage, per sign: \$30.00.

- (ii) A-Frame Sign: \$30.00 (1 year).
 - (iii) Public Information Sign: Permit required; no fee.**
 - (iv) Political sign: No permit required; no fee.**
 - (M) Certificate of Occupancy (change of commercial tenant or ownership): \$50.00.
 - (N) Temporary Certificate of Occupancy: \$100.00 per issuance.
 - (O) Occupation of a structure prior to issuance of a Certificate of Occupancy: \$100.00 per day of occupancy prior to issuance of a Certificate of Occupancy.
 - (P) Temporary job/construction trailer: \$30.00.
 - (Q) Remodel-Residential: \$25.00 plus required inspection(s) fees. Re-Inspections are an additional fee. (No Plan Review fee required)
 - (R) Inspection for habitable dwelling. Building or home 5 years or older: \$25.00.
 - (S) All inspections and re-inspections not listed above: \$50.00 each.** After 3rd failed inspection, must wait 2 days for re-inspection.
- (h) Map and Plan Documents.
- (1) Printed map products.
 - (A) Black and white or color map.
 - (i) 8.5" x 11": \$2.00.
 - (ii) 11" x 17": \$4.00.
 - (iii) 34" x 48": \$15.00.
 - (B) Map tube: \$2.00.
 - (C) Postage: \$4.00 depending on additional postage fees.
 - (D) 2-day request: \$20.00.
 - (E) As-built plans (24" x 36"): \$3.00.
 - (2) GIS/CD/e-mail products.
 - (A) PDF file: No fee.
 - (B) JPG file: No fee.
 - (C) CD: \$2.00.
 - (D) DVD: \$2.50.

- (E) Postage: \$4.00 depending on additional postage fees.
 - (F) Shape file.
 - (i) Each layer: \$25.00.
 - (ii) Parcel layer: \$50.00.
 - (G) Aerial.
 - (i) Individual panels (per panel): \$25.00.
 - (ii) All panels: \$750.00.
 - (H) As-built plans (electronic): No fee.
- (3) GIS custom maps: GIS is not authorized to prepare custom maps. However, should the preparation of a custom map be authorized by the Planning Director, the customer will be charged on a per hour basis. \$75 for the first hour, \$35 for each additional hour.

ARTICLE A2.000 PUBLIC SAFETY

- (a) Police.
 - (1) Fingerprinting service, per set (voluntary fingerprinting of children is at no charge): \$10.00.
 - (2) Accident reports, per report: \$6.00.
 - (3) Hourly rate for police unit (vehicle) on security detail, per hour: \$15.00.
 - (4) Alarm fees: State law. Amount allowable under SB 568.
 - (5) Business alarm permits (annual fee): \$50.00.
 - (6) Residential alarm permits (annual fee): \$25.00.
- (b) Animal control. Ordinance 10-003-00. All fees set forth shall apply as adopted by the Williamson County Commissioner's Court for the Regional Animal Shelter, as amended.
 - (1) Dog registration for sterilized animal, per tag: \$5.00.
 - (2) Dog registration for unsterilized animal, per tag: \$10.00.
 - (3) Impoundment fee, registered: \$30.00.
 - (4) Impoundment fee, unregistered: \$60.00.
 - (5) Return charge for loose livestock that are picked up, per occurrence: \$65.00.
 - (6) Holding fee, per day: \$10.00.
 - (7) Rabies vaccination, per animal: \$15.00.

- (8) Pick up deceased owner animal, per animal: \$25.00.
 - (9) Fee for dropping off animal - owner surrender, per occurrence: \$25.00.
 - (10) Additional drop-off fee with litter, per occurrence: \$25.00.
- (c) Traffic fines. The municipal judge has discretion to charge the maximum fee per state law depending on the violation. In addition to traffic fines, a person convicted of a misdemeanor shall pay court cost mandated by the state. Other fines charged are established in the Code of Ordinances and state law.
- (1) Maximum fines. The maximum fine for most municipal court cases is as follows:
 - (A) Traffic Violations: \$200
 - (i) \$200 fines for traffic violations may be doubled for offenses in a construction or maintenance work zone when workers are present and if the construction or maintenance work zone is marked by a sign indicating construction or maintenance work zone.
 - (ii) Additional fee applies if speeding in a school zone.
 - (B) Penal Violations: \$500
- (d) City Ordinances. As stated in Chapter 1, Section 1.01.009 of the Code, the City Council may establish the following penalties:
- (1) A fine up to \$2,000 in all cases arising under the ordinances, resolutions, rules or orders that govern: fire safety, zoning, public health and sanitation;
 - (2) A fine up to \$4,000 in all cases arising under the ordinances, resolutions, rules or orders that govern illegal dumping of refuse (*Ordinance O-15-12-17-6F*); and
 - (3) A fine up to \$500 for all other city violations.
- (e) Unlawful Passing of School Buses. Unlawfully passing a school bus is punishable by a fine of \$500–\$1250 for first offense, or \$1,000–\$2,000 for second or subsequent offense.
- (f) Failure to Maintain Motor Vehicle Liability Insurance. Conviction of this offense is a misdemeanor punishable by a fine of not less than \$175 or more than \$350; if a person has been previously convicted of this offense, it is punishable by fine of not less than \$350 or more than \$1000.
- (g) Parked in Handicap Zone. Conviction of this offense is a misdemeanor punishable by a fine of not less than \$500 or more than \$750; if a person has been previously convicted of this offense, it is punishable by a fine not less than \$550 or more than \$800; and if that person has been convicted three times of this offense, a fine of not less than \$800 or more than \$1100.
- (h) Time Payment Fee (Chapter 51 of Government Code Sec. 51.921). Municipal Court shall collect a fee of \$25.00 from a person who has been convicted, pays any part of a fine, court cost or restitution on or after the 31st day after the date Judgment is entered.

- (j) Food sanitation fees (25 Texas Administrative Code Sec. 229.161-171, 229.173-175) Fees under this subsection are to be reviewed and regulated by the Williamson County and Cities Health District.

ARTICLE A3.000 PUBLIC WORKS

- (a) Solid waste collection.

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

	95 gal. Solid Waste	95 gal. Solid Waste	65 gal. Solid Waste	65 gal. Solid Waste
	95 gal. Recycling	65 gal. Recycling	95 gal. Recycling	65 gal. Recycling
Solid Waste	\$9.75	\$9.75	\$8.40	\$8.40
Recycling	\$3.75	\$3.10	\$3.75	\$3.10
Bulky Waste	\$0.45	\$0.45	n/a	n/a
Street Maintenance (6%)	\$0.84	\$0.80	\$0.73	\$0.69
Sales Tax (8.25%)	\$1.22	\$1.16	\$1.06	\$1.01
Total Monthly Cost	\$16.01	\$15.26	\$13.94	\$13.20

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

(Ordinance _____ adopted 1/21/16)

- (b) Assessments. Lot cleanup: Actual cost plus \$100.00 administrative fee.

(Ordinance 08-026-00 adopted 10/2/08)

ARTICLE A4.000 PUBLIC FACILITY RENTALS

- (a) Facilities and equipment rental. Rental procedures and forms will be set and made available through the Parks and Recreation department. Resident and nonresident individuals, clubs, organizations or businesses may rent parks and recreation facilities and athletic fields, when available, for a fee per function as follows:

- (1) Park Facilities:

	Resident	Nonresident	Non-Profit	Deposit
Pavilions (2 Hour Minimum)				
Fritz Park	\$20.00 / hour	\$30.00 / hour	\$10.00 / hour	\$100.00
Hutto Lake Park	\$10.00 / hour	\$15.00 / hour	\$5.00 / hour	\$100.00
Country Estate Park	\$10.00 / hour	\$15.00 / hour	\$5.00 / hour	\$100.00
Glenwood Splash Pad	\$10.00 / hour	\$15.00 / hour	\$5.00 / hour	\$100.00
Saul House				

	Full Day (4+ hours)	\$300.00 / day	\$400.00 / day	\$150/day	\$100.00
	Half Day (1-3 hours)	\$75.00 / hour	\$150.00 / hour	\$40/hour	\$100.00
Gin at the Co-Op					
	Full Day (4+ hours)	\$500.00	\$600.00 / day	\$300.00 / day	\$250.00
	Half Day (1-3 hours)	\$100.00 / hour	\$200.00 / hour	\$50.00 / hour	\$250.00
	Special Event Co-Op Grounds Fee (combine with Gin rental)	\$250.00/day	\$250.00/day	\$250.00/day	N/A
<u>Meeting Room (2 hour minimum)</u>					
	Per Hour	\$25.00	\$30.00	\$10.00	\$100.00

(2) Athletic Field Rental Fees:

Rental Type	Resident	Nonresident	Deposit
Tournaments: per field per day			
Holmstrom Field	\$250.00 / day	\$350.00 / day	\$400.00
Old Hippo Stadium	\$250.00 / day	\$350.00 / day	\$400.00
Fritz Park Youth Baseball Field	\$125.00 / day	\$225.00 / day	\$200.00
Fritz Park Youth Softball Field	\$125.00 / day	\$225.00 / day	\$200.00
Creekside Field 1-4	\$125.00 / day	\$225.00 / day	\$200.00
Clinics, practices, games: per field per hour			
Holmstrom Field	\$50.00 / hour	\$75.00 / hour	\$100.00
Old Hippo Stadium	\$50.00 / hour	\$75.00 / hour	\$100.00
Fritz Park Youth Baseball Field	\$25.00 / hour	\$50.00 / hour	\$100.00
Fritz Park Youth Softball Field	\$25.00 / hour	\$50.00 / hour	\$100.00
Creekside Field 1-4	\$25.00 / hour	\$50.00 / hour	\$100.00
Other fees			
Light fee	\$25.00 / hour	\$25.00 / hour	N/A
Concession Stand (If available)	\$50.00/day	\$75.00/day	N/A
PARD staff fee, per person	\$25.00 / hour	\$25.00 / hour	N/A

- a. A security deposit shall be required to rent city parks and recreation facilities and athletic fields. Upon inspection and determination that facilities have not been damaged and clean up costs have not been incurred, the deposit shall be refunded.
- b. A per hour, per staff member fee will be charged to the renter if it is necessary that a city employee be present during usage.

(3) Equipment:

- a. Recreation equipment can be obtained from the parks and recreation department, if available, in conjunction with a paid facility rental and deposit.

Type of Equipment	Resident	Nonresident
Recreation Kit	\$25.00 / day	\$30.00 / day

(b) Youth sports association facility fees.

- (1) All youth associations may be subject to a minimum individual player fee for each participant for each season of play. The fee may be no less than \$1.00 per participant. .
- (2) All youth associations will be required to pay no less than a \$5.00 non-resident fee per season for each non-resident child in the association.
- (3) A formal agreement, approved by the City of Hutto City Council, with each sports association may establish a separate fee schedule.

(c) Recreation program fees.

- (1) All recreation program fees are set by the Recreation Manager and approved by the Director of Parks and Recreation on a case-by-case basis. Non-residents shall pay a \$5.00 surcharge per class.
- (2)

(Ordinance 08-026-00 adopted 10/2/08)

ARTICLE A5.000 UTILITIES

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

(1) Water and wastewater, per customer:

- (A) Good payment history: \$0.* Deposit may be waived with letter of good credit (Sec. 13.02.037) or through credit check.
- (B) Average payment history: \$150.**
- (C) Poor payment history: \$250.**

*\$150 deposit will be charged for any customer without a deposit who is disconnected for non-payment.

** An additional \$50 deposit will be charged to customers disconnected for non-payment.

*** Final determination of credit history to be made by the City Utility Billing Supervisor.

(2) Wastewater only:

- (A) Good payment history: \$0* Deposit may be waived with letter of good credit (Sec. 13.02.037) or through credit check.
- (B) Average payment history: \$100**
- (C) Poor payment history: \$200**

** An additional \$50 deposit will be charged to customers disconnected for non-payment.

*** Final determination of credit history to be made by the City Utility Billing Supervisor.

(3) Non-residential:

Non-residential deposits are outlined in Article 13, Section 13.02.037 in the Code of Ordinances. The minimum non-residential deposit is equal to the residential deposit.

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

(b) Connection fees.

(1) Water:

(A) 5/8" and 3/4" meter: \$600.00;

(B) 1" meter: \$750.00;

(C) 1-1/2" meter: \$1,100.00;

(D) 2" meters: \$1,300.00;

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

(2) Wastewater:

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

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

(c) Other service charges.

(1) New account charge/transfer account charge: \$35.00.

(2) Disconnection/reconnection fee due to nonpayment: \$50.00. (Jonah and Manville customers will be assessed an additional \$50 fee).

(3) After-hours connection fee/reconnection fee: \$50.00 in addition to above.

(4) Meter reread charge: \$25.00.

(5) Tampering with a locking device: \$250.00.

(d) Impact fees. For plats recorded prior to February 1, 2013.

(1) Water, per service unit equivalent: \$4,363.00.

(2) Wastewater, per service unit equivalent: \$1,068.00.

(e) Impact fees. For plats recorded after February 1, 2013.

- (1) Water, per service unit equivalent: \$3,625.00.
- (2) Wastewater, per service unit equivalent: \$2,128.00.
- (f) Retail water/wastewater rates. Outside city rates are 1.15 times inside city rates.

Water

Minimum Monthly Charge (Demand)

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8" & 3/4" meter	\$25.48	\$29.30
1" meter	\$38.24	\$43.97
1-1/2" meter	\$63.72	\$73.28
2" meter	\$127.44	\$146.55
3" meter	\$203.91	\$234.50
4" meter	\$407.80	\$468.97
6" meter	\$637.19	\$732.77
8" meter	\$1274.39	\$1465.55

Volume Rate (per 1,000 gallons)

Single-Family Residential

<u>Monthly use between:</u>	<u>Inside City</u>	<u>Outside City</u>
0 to 5,000 gals	\$7.82	\$9.00
5,001 to 12,000 gals	\$8.50	\$9.78
12,001 to 25,000 gals	\$8.90	\$10.24
25,001 gals or more	\$9.70	\$11.16
Non-residential, all consumption	\$8.57	\$9.86
Irrigation, all consumption	\$8.90	\$10.24
Construction, all consumption	\$8.90	\$10.23

Wastewater

Minimum Monthly Charge (Demand)

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8" & 3/4" meter	\$20.25	\$23.29
1" meter	\$31.59	\$34.94
1-1/2" meter	\$50.63	\$58.22
2" meter	\$101.25	\$116.45
3" meter	\$162.00	\$186.30
4" meter	\$324.01	\$372.60
6" meter	\$506.26	\$582.21
8" meter	\$1012.53	\$1164.41

Volume Rate (per 1,000 gallons)

Residential*	\$5.06	\$5.82
Non-residential**	\$5.82	\$6.69

Monthly Rate (volume and demand)

Flat Rate Customers	\$48.30	\$55.55
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*Based on winter water use average.

**Based on monthly water meter readings. Non-residential customers with a 5/8" or 3/4" water meter will continue to base their bill on winter water use average unless a separate irrigation meter is installed. Wastewater only customers must report monthly water readings. Late or underreported usage will be subject to late fees in accordance with Section 13.02.039 and disconnection for nonpayment.

(g) Unmetered fire protection systems per connection. Minimum charge per month, per service size:

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

(h) Bulk water rate. Per 1,000 gallons: \$3.50.

(Ordinance 08-026-00 adopted 10/2/08)

(i) Drought contingency plan.

(1) Water allocation surcharges for stage 6 response.

(A) Single-family residential customers:

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

(B) Master-metered multifamily residential customers:

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

(C) Commercial customers:

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

- a. \$10.00 per thousand gallons for the first 1,000 gallons over allocation.
- b. \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
- c. \$20.00 per thousand gallons for the third 1,000 gallons over allocation.
- d. \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.

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

- a. 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
- b. 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
- c. 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
- d. 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

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

(D) Industrial customers:

- (i) Customers whose allocation is 0 gallons through 3,000 gallons per month:
 - a. \$10.00 per thousand gallons for the first 1,000 gallons over allocation.
 - b. \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
 - c. \$20.00 per thousand gallons for the third 1,000 gallons over allocation.
 - d. \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.
- (ii) Customers whose allocation is 3,000 gallons per month or more:
 - a. 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
 - b. 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
 - c. 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
 - d. 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

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

(2004 Code, sec. 13.410)

- (2) Water reconnection charge following discontinuance of water service for conviction of three or more distinct violations of the plan: \$35.00. (2004 Code, sec. 13.411)

ARTICLE A6.000 BUSINESS

- (a) Wine and beer retailer permit: \$25.00.
- (b) Peddler, Solicitors, Distributors, Itinerant Vendors and Mobile Street Vendors
 - (1) Peddler/Solicitor: \$25.00 for each person permitted.
 - (2) Distributor: \$25.00 for each person or group of persons.
 - (3) Itinerant Vendors/Mobile Street Vendors
 - a) 14 day permit: \$25.00 fee

- b) 30 day permit: \$35.00 fee
- c) 90 day permit: \$75.00 fee
- d) 180 day permit: \$100.00 fee

(Ordinance O-14-06-19-6A adopted 6/19/14)

ARTICLE A7.000 LIBRARY

(a) Library cards.

(1) Non-resident.

(A) Family: No family cards.

(B) Individual: People not living or owning property within the City of Hutto limits or Hutto ISD boundaries may obtain a library card for \$10 annual fee. This will be effective April 1, 2015. This fee will be charged yearly at the time of renewal.

(Ordinance O-15-03-05-7D)

(2) Replacement.

(A) For 1st replacement: \$1.00.

(B) All additional replacement cards: \$5.00.

(b) Copy/Print & Fax

(1) Black and white copy/print, per impression: \$0.10.

(2) Color copy/print, per impression: \$0.25.

(3) Fax: \$1.00 for the first page and \$0.25 for subsequent pages for local faxes and \$2 for the first page and \$0.50 each for subsequent pages if sending it to a long-distance fax number within the U.S. No international fax allowed.

(c) Fines and fees.

(1) Overdue books, per day up to maximum cost to replace: \$0.25 with a \$10.00 maximum fine.

(2) Lost or damaged book fee: Cost of book + \$5.00 processing fee + fines.

(d) Interlibrary loan: Cost of return postage.

(Ordinance 08-026-00 adopted 10/2/08)

ARTICLE A8.000 MISCELLANEOUS

(a) Special events permit application fee: \$50.00. (Ordinance 2006-25 adopted 5/15/06)

- (b) Street closure permit application fee: \$25.00. (Ordinance 2006-24 adopted 5/15/06)
- (c) Fireworks display permit application fee: \$40.00. (2004 Code, sec. 5.105)
- (d) Film application fee: \$50.00
 - (1) Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: \$500.00 per day.
 - (2) Partial, non-disruptive use of a public building, park, right-of-way, or public area: \$250.00 per day.
 - (3) Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$50.00 per block per day.
 - (4) Partial closure or obstruction of a public street or right-of-way, including parking lots and on-street parking: \$25.00 per block per day.
 - (5) Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles): \$50.00 per block or lot per day.
- (e) Brush collection by city after storm.
 - (1) Minimum: \$15.00.
 - (2) Additional time in increments of five minutes: \$5.00.

(2004 Code, sec. 6.311)

- (f) Returned check fee (for any city payment): \$30.00.
- (g) Credit card processing fee, per transaction: \$1.00.

(Ordinance 08-026-00 adopted 10/2/08)

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.:

8C.

AGENDA DATE: December 07, 2017

PRESENTED BY:

Michel Sorrell, Chief Financial Officer

ITEM:

Consideration and possible action on the second and final reading of an ordinance amending the City of Hutto Code Of Ordinances (2014 Edition), Appendix A Fee Schedule, Article A1.000 Development Services, Engineering, and Construction. (Michel Sorrell)

STRATEGIC GUIDE POLICY:

Fiscal Responsibility

ITEM BACKGROUND:

Staff recently reviewed the current fee schedule to determine if Development Service and Engineering fees are appropriate for cost recovery, balancing expenditures and revenues, and how they compare to benchmark cities.

In a comparison to other benchmark cities, especially those cities that are in the same rapid growth phase, it was discovered that Development Service and Engineering fees were out of alignment with those cities. Those benchmark cities with comparable rapid growth include Pflugerville, Georgetown, Cedar Park Leander, and Round Rock. The proposed fee schedule will allow the City the ability to properly recover costs that come from the intense growth the City is facing as well as be comparable to benchmark cities with high growth.

The following are the categories with fee changes for Appendix A, Article A1.000 Development Services, Engineering, and Construction. All changes to the Fee Schedule can be found in the attached Exhibit A Fee Schedule.

Article A1.000 Development Services, Engineering and Construction

(a) Zoning fees.

(b) Appeals.

(c) Subdivision fees.

(e) Site plan fees.

(f) Building plan review fees:

(g) Building permit fees:

(h) Map and Plan Documents

Other changes in this amendment include renaming and renumbering items based on the proposed additions and revisions.

BUDGETARY AND FINANCIAL SUMMARY:

Article A1.0000 Development Services, Engineer and Construction proposed increases and additions are recommended to ensure proper cost recovery and assist with balancing revenues and expenditures.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

SUPPORTING MATERIAL:

1. [Ordinance - Amending Fee Schedule](#)
2. [Exhibit A - Red Lined Amended Fee Schedule](#)
3. [Exhibit A - Amended Fee Schedule](#)

ORDINANCE NO. _____

AN ORDINANCE PRESCRIBING CERTAIN FEES FOR THE CITY HUTTO, AMENDING ALL APPLICABLE ORDINANCES AND OTHER INSTRUMENTS; PROVIDING FOR A SCHEDULE OF FEES AND CHARGES; PROVIDING A PUBLICATION CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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

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

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

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

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

SECTION 1.0 Exhibit “A” which is attached to this Ordinance as a reference and is incorporated into this Ordinance as presented, lists each of the specific fees and charges authorized by the City Council.

SECTION 2.0 All fees and charges specified in Exhibit “A” shall be in effect as of **April 20, 2017**, unless otherwise noted in Exhibit “A”.

SECTION 3.0 All ordinances heretofore adopted by this City covering the fees and charges as set forth in the ordinance be and each of said ordinances is hereby amended so as to incorporate therein the applicable fees as set forth and contained in Exhibit “A” of this ordinance.

SECTION 4.0 If any sentence, phrase, paragraph or other part of this ordinance should be held to be invalid by a court of competent jurisdiction such holding of invalidity shall not effect the remainder of this ordinance and all portions of this ordinance not held to be invalid shall continue and remain in full force and effect.

SECTION 5.0 All other terms and conditions contained in the amended ordinances, except as amended herein and hereby shall continue and remain in full force and effect.

SECTION 6.0 **Publication.** The City Secretary of the City of Hutto, Texas is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

SECTION 7.0 **Open Meetings Clause.** The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

READ and APPROVED on first reading on this the **16th** day of **November, 2017**, at a regular meeting of the City Council of the City of Hutto, Texas.

READ, APPROVED and ADOPTED on second and final reading on this the **7th** day of **Decembere, 2017**, at a regular meeting of the City Council of the City of Hutto, Texas.

CITY OF HUTTO, TEXAS

By: _____
Doug Gaul, Mayor
Date Signed: _____

ATTEST:

By: _____
Seth Gipson, City Secretary

SEAL

EXHIBIT “A”

FEE SCHEDULE

~~April 20, 2017~~ November 16, 2017

Article A1.000	Development Services, Engineering and Construction	A-3
Article A2.000	Public Safety	A-9
Article A3.000	Public Works	A-11
Article A4.000	Public Facility Rentals	A-11
Article A5.000	Utilities	A-14
Article A6.000	Business	A-19
Article A7.000	Library	A-20
Article A8.000	Miscellaneous	A-20

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ARTICLE A1.000 DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION

(a) Zoning fees.

- (1) Temporary use permits: \$300.00.
- (2) Zoning change: ~~\$500.00~~\$750.00 up to 5 acres. \$100.00 for each additional 5 acres.
- (3) Planned unit developments (PUD): ~~\$1,750.00~~\$2,750.00 up to 20 acres. \$100.00 for each additional 5 acres.
- (4) Planned Unit Development (PUD) amendment: 75% of regular planned unit development (PUD) fee.
- ~~(5)~~ Zoning variance: ~~\$250.00~~\$400.00
- ~~(6)~~ Development Agreements: ~~\$750.00~~\$1,000.00.
- ~~(7)~~ ~~SmartCode~~ Form Based Code Submittal: \$500.00 up to 80 acres. \$100.00 for each additional 5 acres.
- (8) Form based code amendment: 75% of regular Form based code submittal fee.
- ~~(9)~~ Annexation (voluntary); \$500.00
- ~~(10)~~ Specific use permit: ~~\$300.00~~\$500.00
- ~~(11)~~ Zoning verification letter: ~~\$25.00~~\$50.00
- ~~(12)~~ Warrant (Historic District only): \$100.00.**
- ~~(13)~~ Traffic Impact Analysis: ~~\$200.00~~\$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the City).**
- ~~(14)~~ Technology Fee: \$25.00 except where indicated by **.

*Notices—Written notice of each public hearing before the Planning and Zoning Commission on a proposed change in a zoning classification or a specific use permit shall be sent to each owner, as indicated by the most recently approved municipal tax roll, of real property within a 200-foot radius of the affected area. All application fees include the initial notification fees. However, subsequent notifications will be charged to the applicant prior to making each additional notice at the rate of \$5 per notice. For large scale projects with over 50 mailed notices, an additional fee of \$1.00 per letter shall be charged for each mailing.

(b) Appeals.

- (1) Administrative Appeal (Zoning Board of Adjustment): \$500.00.**
- (2) All other Appeals (City Council): ~~\$25.00~~\$150.00.**

(c) Subdivision fees.

- (1) Development assessment review: \$1,100.00.

(2) Major subdivision preliminary plat: \$1,550.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.

~~(3)~~ Major subdivision preliminary plat revision: 75% of regular Major subdivision preliminary plat fee.

~~(34)~~ Major subdivision final plat: \$1,000.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.

~~(45)~~ Plat vacation: ~~\$400.00~~\$500.00.

~~(56)~~ Amended plat of subdivision: \$500.00 plus \$25.00 per lot.

~~(67)~~ Major/Minor plat recordation processing fee: \$50 plus Williamson County plant recordation fees.**

~~(78)~~ Minor/short form final plat: \$500.00.

~~(89)~~ Right of Way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): \$250.00* Requires amendment plat.

~~(910)~~ GIS Fee: \$25.00.**

~~(4011)~~ Subdivision public improvements/construction inspection fee: 3% of cost of public improvements.**

~~(4112)~~ Plan extension request (1 year extension): ~~\$150.00~~\$250.00**

~~(4213)~~ Subdivision public improvements/construction plan review: \$100.00/acre.

~~(4314)~~ Legal lot determination: ~~\$25.00~~\$50.00**

~~(4415)~~ Subdivision variance: ~~\$250.00~~\$300.00

~~(4516)~~ Traffic Impact Analysis: ~~\$200.00~~\$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the City).**

~~(4617)~~ Technology Fee: \$25.00 except where indicated by **.

(18) Service Extension Request Application Fees:

(A) Request not requiring city participation: \$200.00

(B) Request requiring city participation: \$500.00

(C) Technology Fee: \$25.00

(d) Development fees.

(1) Parkland development fee:

(A) Residential: \$500.00 per unit.

(B) Non-residential: \$800.00 (minimum); \$800.00 per acre for 3 or more acres.

(2) Parkland fee-in-lieu of land dedication fees:

(A) Residential:

Single-Family: \$300.00 per unit

Multi-Family: \$175.00 per unit

(e) Site plan fees.

(1) Site plan review fee: \$1,000.00 plus \$100.00 per acre. A resubmittal fee of \$250 will be required for submittals received more than 45 days after comments were sent or after the third submittal for the project.

(A) Technology fee: \$25.00.

(2) Site Inspection fee: \$200.00 plus \$0.05/sq. ft. for impervious cover.

(3) Site inspection fee (public improvements only): 3% of cost of public improvements

(4) Minor deviations/design modifications: \$200.00 plus \$0.05/sq. ft. for impervious cover.

(5) Fire review fees shall be established by the Williamson County Emergency Services District No. 3.

(6) Right-of-way use permit fees, driveway/flatwork/sidewalk/curb-cut only:

(A) ~~\$50.00~~\$100.00 application fee.

(B) ~~\$25.00~~\$65.00 inspection fee.

(C) Technology Fee: \$5.00.

(7) Right-of-way use permit fees:

(A) \$500.00 application fee (applied to inspection fee)

(B) \$500.00 or 3% of construction cost inspection fee, whichever is greater

(8) Clearing and grading permit fees:

(A) Application Fee: \$100.00

(B) Technology Fee: \$7.00

(f) Building plan review fees:

~~(1) Residential: \$25 per dwelling. Required for all new residential construction and residential addition permits.~~

(1) New residential building permit fee: \$1,600.00 flat fee.

(2) Residential addition building permit fee: \$25.00

(23) Commercial: 65% of Commercial permit fee. Required for all new commercial construction and commercial addition permits.

(34) Certificate of appropriateness (Historic District only):

(A) \$30.00 minor projects

(B) \$250.00 major projects (i.e., new construction)

~~(B)~~(C) Technology fee: \$7.00.

(g) Building permit fees. Fees for building permits double if work on the project begins prior to issuance of the permit. All permit fees are to be paid in advance by the licensed party who applies for the permit. Building Valuation is determined by the International Code Council (ICC) Building Valuation Data Table (BVD). This calculation takes the total square feet of a structure multiplied by the amount found on the BVD table for the Building Group and Construction Type.

(1) ~~New Residential~~/New Commercial/Residential Addition/Commercial Addition/Commercial Remodel permit fees: Includes required inspections, re-inspections are an additional fee.

<u>Estimated Valuation</u>	<u>Fee</u>
\$1.00 to \$5,000.00	\$25
\$5,001.00 to \$10,000.00	\$76.92
\$10,001.00 to \$25,000.00	\$99.69 for the first \$10,000 plus \$7.70 for each additional \$1,000
\$25,001.00 to \$50,000	\$215.19 for the first \$25,000 plus \$5.56 for each additional \$1,000
\$50,001.00 to \$100,000.00	\$354.19 for the first \$50,000 plus \$3.85 for each additional \$1,000
\$100,001.00 to \$500,000.00	\$546.69 for the first \$100,000 plus \$3.08 for each additional \$1,000
\$500,001.00 to \$1,000,000.00	\$1,778.69 for the first \$500,000 plus \$2.62 for each additional \$1000
\$1,000,001.00 and up	\$3,088.69 for the first \$1,000,000 plus \$1.74 for each additional \$1,000

(A) Re-inspections: ~~\$50.00~~ ~~\$65.00~~ each. After 3rd failed inspection, must wait 2 days for re-inspection and re-inspection is \$100.00.

(B) Technology fee

(1) Residential building permit: \$10.00

(2) Commercial building permit: \$20.00

(2) Miscellaneous permits/inspections by type.

(A) Technology fee: \$7.00 for all miscellaneous permits, except where indicated by **.

(B) Move-in permit fee (modular structure): ~~\$100.00~~\$150.00.

(C) Demolition:

(1) Residential: ~~\$25.00~~\$50.00

(2) Commercial: ~~\$100.00~~\$150.00.

(D) Storage building permit: ~~\$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection fees.~~ Re-inspections are an additional fee.

(E) Water softener, water heater, irrigation, spa, hot tub, HVAC, solar panel, and wind turbine permits: ~~\$35.00~~\$50.00, plus required inspection(s) fees. Re-inspections are an additional fee.

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

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

(H) Patio/deck permit: ~~\$25.00~~\$50.00 review fee, ~~plus \$0.10 per square foot~~ if over 200 square feet \$100.00, plus required inspection(s) fees. Re-inspections are an additional fee.

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

(J) Tree removal permit**

(1) Undeveloped or redevelopment site:

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

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

(2) Developed site:

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

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

(K) HUD-code manufactured home fees.

- (1) Permit application fee: \$100.00. (2004 Code, sec. 3.902)
- (2) License application or renewal fees: \$50.00.
- (3) License transfer fee: \$50.00.
(2004 Code, sec. 3.903)

(L) Sign permits.

- (1) Regular signs (on buildings or freestanding).
 - (i) Signs meeting code requirements, fee due upon application: \$5.00 per sq. foot of facing.
 - (ii) Sign master plan application fee: \$100.00.
- (2) Signs requiring variances.
 - (i) Processing fee: ~~\$50.00~~\$100.00.
 - (ii) If variance approved: ~~\$10.00~~\$15.00 per square foot of facing.
 - (iii) If variance approved for sign master plan: ~~\$5.00~~\$10.00 per square foot of facing.
- (3) Temporary signs.
 - (i) Temporary Commercial Signage, per sign: ~~\$30.00~~\$50.00.
 - (ii) A-Frame Sign: \$30.00 (1 year).
 - (iii) Public Information Sign: Permit required; no fee.**
 - (iv) Political sign: No permit required; no fee.**

(M) Certificate of Occupancy (change of commercial tenant or ownership): \$50.00.

(N) Temporary Certificate of Occupancy: ~~\$100.00~~\$250.00 per issuance.

(O) Occupation of a structure prior to issuance of a Certificate of Occupancy: \$100.00 per day of occupancy prior to issuance of a Certificate of Occupancy.

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

(Q) Remodel-Residential: ~~\$25.00~~\$50.00 plus required inspection(s) fees. Re-Inspections are an additional fee. (No Plan Review fee required)

(R) Inspection for habitable dwelling. Building or home 5 years or older: ~~\$25.00~~\$100.00.

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

(h) Map and Plan Documents.

(1) Printed map products.

(A) Black and white or color map.

(i) 8.5" x 11": ~~\$2.00~~\$5.00.

(ii) 11" x 17": ~~\$4.00~~\$10.00.

(iii) 34" x 48": ~~\$15.00~~\$20.00.

(B) Map tube: \$2.00.

(C) Postage: \$4.00 depending on additional postage fees.

(D) 2-day request: ~~\$20.00~~\$40.00.

(E) As-built plans (24" x 36"): ~~\$3.00~~\$10.00.

(2) GIS/CD/e-mail products.

(A) PDF file: ~~No fee~~\$10.00.

(B) JPG file: ~~No fee~~\$10.00.

(C) CD: ~~\$2.00~~\$15.00.

(D) DVD/Other: ~~\$2.50~~\$15.00.

(E) Postage: \$4.00 depending on additional postage fees.

(F) Shape file.

(i) Each layer: ~~\$25.00~~\$35.00.

(ii) Parcel layer: ~~\$50.00~~\$70.00

(G) Aerial.

(i) Individual panels (per panel): ~~\$25.00~~\$35.00.

(ii) All panels: ~~\$750.00~~\$860.00.

(H) As-built plans (electronic): ~~No fee~~\$25.00

(3) GIS custom maps: GIS is not authorized to prepare custom maps. However, should the preparation of a custom map be authorized by the Planning Director, the customer will be charged on a per hour basis. \$75 for the first hour, \$35 for each additional hour.

ARTICLE A2.000 PUBLIC SAFETY

(a) Police.

- (1) Fingerprinting service, per set (voluntary fingerprinting of children is at no charge): \$10.00.
- (2) Accident reports, per report: \$6.00.
- (3) Hourly rate for police unit (vehicle) on security detail, per hour: \$15.00.
- (4) Alarm fees: State law. Amount allowable under SB 568.
- (5) Business alarm permits (annual fee): \$50.00.
- (6) Residential alarm permits (annual fee): \$25.00.

(b) Animal control. Ordinance 10-003-00. All fees set forth shall apply as adopted by the Williamson County Commissioner's Court for the Regional Animal Shelter, as amended.

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

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

(1) Maximum fines. The maximum fine for most municipal court cases is as follows:

(A) Traffic Violations: \$200

- (i) \$200 fines for traffic violations may be doubled for offenses in a construction or maintenance work zone when workers are present and if the construction or maintenance work zone is marked by a sign indicating construction or maintenance work zone.

(ii) Additional fee applies if speeding in a school zone.

(B) Penal Violations: \$500

- (d) City Ordinances. As stated in Chapter 1, Section 1.01.009 of the Code, the City Council may establish the following penalties:
- (1) A fine up to \$2,000 in all cases arising under the ordinances, resolutions, rules or orders that govern: fire safety, zoning, public health and sanitation;
 - (2) A fine up to \$4,000 in all cases arising under the ordinances, resolutions, rules or orders that govern illegal dumping of refuse (*Ordinance O-15-12-17-6F*); and
 - (3) A fine up to \$500 for all other city violations.
- (e) Unlawful Passing of School Buses. Unlawfully passing a school bus is punishable by a fine of \$500–\$1250 for first offense, or \$1,000–\$2,000 for second or subsequent offense.
- (f) Failure to Maintain Motor Vehicle Liability Insurance. Conviction of this offense is a misdemeanor punishable by a fine of not less than \$175 or more than \$350; if a person has been previously convicted of this offense, it is punishable by fine of not less than \$350 or more than \$1000.
- (g) Parked in Handicap Zone. Conviction of this offense is a misdemeanor punishable by a fine of not less than \$500 or more than \$750; if a person has been previously convicted of this offense, it is punishable by a fine not less than \$550 or more than \$800; and if that person has been convicted three times of this offense, a fine of not less than \$800 or more than \$1100.
- (h) Time Payment Fee (Chapter 51 of Government Code Sec. 51.921). Municipal Court shall collect a fee of \$25.00 from a person who has been convicted, pays any part of a fine, court cost or restitution on or after the 31st day after the date Judgment is entered.
- (i) Photographic traffic enforcement system.
- (1) Civil penalty: \$75.00.
 - (2) Late payment fee: \$25.00.
 - (3) Payment by credit or debit card: 2% of the total payment.

(Ordinance 06-012-01 adopted 6/19/08)

- (j) Food sanitation fees (25 Texas Administrative Code Sec. 229.161-171, 229.173-175) Fees under this subsection are to be reviewed and regulated by the Williamson County and Cities Health District.

ARTICLE A3.000 PUBLIC WORKS

- (a) Solid waste collection.
- (1) Monthly fees are based on cart selection. Bulky waste pick-up is not included with the 65 gallon solid waste cart selection.

	95 gal. Solid Waste	95 gal. Solid Waste	65 gal. Solid Waste	65 gal. Solid Waste
	95 gal. Recycling	65 gal. Recycling	95 gal. Recycling	65 gal. Recycling
Solid Waste	\$9.75	\$9.75	\$8.40	\$8.40
Recycling	\$3.75	\$3.10	\$3.75	\$3.10
Bulky Waste	\$0.45	\$0.45	n/a	n/a
Street Maintenance (6%)	\$0.84	\$0.80	\$0.73	\$0.69
Sales Tax (8.25%)	\$1.22	\$1.16	\$1.06	\$1.01
Total Monthly Cost	\$16.01	\$15.26	\$13.94	\$13.20

(2) Additional carts: 50% of monthly rate

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

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

(Ordinance _____ adopted 1/21/16)

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

(Ordinance 08-026-00 adopted 10/2/08)

ARTICLE A4.000 PUBLIC FACILITY RENTALS

(a) Facilities and equipment rental. Rental procedures and forms will be set and made available through the Parks and Recreation department. Fees for facilities and equipment are set below.

(1) Resident and non-resident individuals, clubs, organizations, or businesses may rent parks and recreation facilities, when available, for a fee per function as follows:

(A) Pavilions:		<u>Residents</u>	<u>Nonresidents</u>
	City Park		
	Full (120' x 60')	\$100.00	\$125.00
	Half (60' x 30')	\$50.00	\$75.00
	Neighborhood parks (18' x 36')	\$25.00	\$50.00
(B) Saul House Recreation Site:			
	Home Site/Meeting Facility (4 hours)	\$200.00	\$225.00
	Additional Hours	\$20/hour	\$25/hour

(C) Sports facility lights \$20.00/hour \$25.00/hour

A \$100.00 deposit shall be required to rent the above listed facilities. Upon inspection and determination that facilities have not been damaged and clean up costs have not been incurred, the deposit shall be refunded.

(D) Hutto Gin	<u>Residents</u>	<u>Nonresidents</u>	<u>Local Non-profit</u>
Full Day (4+ hours)	<u>\$500.00/day</u>	\$600.00/day	<u>\$300.00/day</u>
Half Day (1-3 hours)	\$100.00/hour	\$200.00/hour	\$50.00/hour
Security Deposit	\$250.00	\$350.00	\$250.00

Upon inspection and determination that facilities have not been damaged and clean up costs have not been incurred, the deposit shall be refunded.

(2) Equipment.

	<u>Residents</u>	<u>Nonresidents</u>
(A) Recreation kit	\$25.00	\$30.00

(3) Athletic field rental rates.

(A) Deposit fees for all athletic field rentals:

	<u>Residents</u>	<u>Nonresidents</u>
Bases/field markers, per field	\$150.00	\$150.00
Keys, per set	\$50.00	\$50.00
Litter damage, per complex	\$150.00	\$150.00
Concession stand, per day	\$25.00	\$30.00
Light fees, per hour	\$20.00	\$20.00
Press Box	\$25.00	\$30.00

(B) Athletic rental fee schedule.

(i) Tournaments.

<u>Rental Type</u>	<u>Residents - HISD</u>	<u>Nonresidents - Non-HISD</u>
Adult tournaments, per field per day	\$50.00	\$75.00

Youth tournaments, per field per day	\$25.00	\$50.00
School tournaments, per field per day	\$25.00	\$75.00

(ii) Camps, clinics and practices.

<u>Rental Type</u>	<u>Residents</u>	<u>Nonresidents</u>
Sports camps/clinics, per field per day		
Adult	\$100.00	\$125.00
Youth	\$50.00	\$75.00
Light fee	\$20.00/hr.	\$20.00/hr.
Practice field rental, per hour		
Adult	\$20.00	\$35.00
Youth	\$20.00	\$35.00
Light fee	\$20.00/hr. (if available)	\$20.00/hr. (if available)

(iii) PARD Staff Fee: \$25 per hour per staff member (if Parks and Recreation Staff is required to be available during use.)

(b) Youth sports association facility fees.

- (1) All youth associations will be required to pay no less than a five dollar (\$5.00) non-resident fee per season for each non-resident child in the association.
- (2) All youth associations may be subject to a minimum individual player fee for each participant for each season of play. This fee may be no less than \$1.00 per participant.

(c) Recreation program fees.

- (1) All recreation program fees are set by the director of parks and recreation and approved by the city manager on a case-by-case basis. Nonresidents shall pay a \$5.00 surcharge per class or special event.
- (2) All youth associations will be required to pay no less than a \$5.00 non-resident fee per season for each non-resident child in the association.

(Ordinance 08-026-00 adopted 10/2/08)

ARTICLE A5.000 UTILITIES

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

- (A) Good payment history: \$0.* Deposit may be waived with letter of good credit (Sec. 13.02.037) or through credit check.
- (B) Average payment history: \$150.**
- (C) Poor payment history: \$250.**

*\$150 deposit will be charged for any customer without a deposit who is disconnected for non-payment.

** An additional \$50 deposit will be charged to customers disconnected for non-payment.

*** Final determination of credit history to be made by the City Utility Billing Supervisor.

(2) Wastewater only:

- (A) Good payment history: \$0* Deposit may be waived with letter of good credit (Sec. 13.02.037) or through credit check.
- (B) Average payment history: \$100**
- (C) Poor payment history: \$200**

** An additional \$50 deposit will be charged to customers disconnected for non-payment.

*** Final determination of credit history to be made by the City Utility Billing Supervisor.

(3) Non-residential:

Non-residential deposits are outlined in Article 13, Section 13.02.037 in the Code of Ordinances. The minimum non-residential deposit is equal to the residential deposit.

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

(b) Connection fees.

(1) Water:

- (A) 5/8" and 3/4" meter: \$600.00;
- (B) 1" meter: \$750.00;
- (C) 1-1/2" meter: \$900.00;
- (D) 2" meters: \$1,100.00;
- (E) Above 2" meters: Actual meter costs plus \$300.00.

(2) Wastewater:

- (A) Up to 8" connection: \$750.00 inside city; \$300.00 developer installed.
- (B) Above 8" meters: Actual materials and labor costs plus \$500.00; \$300.00 developer installed.

- (c) Other service charges.
- (1) New account charge/transfer account charge: \$35.00.
 - (2) Disconnection/reconnection fee due to nonpayment: \$50.00. (Jonah and Manville customers will be assessed an additional \$50 fee).
 - (3) After-hours connection fee/reconnection fee: \$50.00 in addition to above.
 - (4) Meter reread charge: \$25.00.
 - (5) Tampering with a locking device: \$250.00.
- (d) Impact fees. For plats recorded prior to February 1, 2013.
- (1) Water, per service unit equivalent: \$4,363.00.
 - (2) Wastewater, per service unit equivalent: \$1,068.00.
- (e) Impact fees. For plats recorded after February 1, 2013.
- (1) Water, per service unit equivalent: \$3,625.00.
 - (2) Wastewater, per service unit equivalent: \$2,128.00.
- (f) Retail water/wastewater rates. Outside city rates are 1.15 times inside city rates.

Water

Minimum Monthly Charge (Demand)

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8" & 3/4" meter	\$25.48	\$29.30
1" meter	\$38.24	\$43.97
1-1/2" meter	\$63.72	\$73.28
2" meter	\$127.44	\$146.55
3" meter	\$203.91	\$234.50
4" meter	\$407.80	\$468.97
6" meter	\$637.19	\$732.77
8" meter	\$1274.39	\$1465.55

Volume Rate (per 1,000 gallons)

Single-Family Residential

<u>Monthly use between:</u>	<u>Inside City</u>	<u>Outside City</u>
0 to 5,000 gals	\$7.82	\$9.00
5,001 to 12,000 gals	\$8.50	\$9.78
12,001 to 25,000 gals	\$8.90	\$10.24
25,001 gals or more	\$9.70	\$11.16
Non-residential, all consumption	\$8.57	\$9.86
Irrigation, all consumption	\$8.90	\$10.24
Construction, all consumption	\$8.90	\$10.23

Wastewater

Minimum Monthly Charge (Demand)

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8" & 3/4" meter	\$20.25	\$23.29
1" meter	\$31.59	\$34.94
1-1/2" meter	\$50.63	\$58.22
2" meter	\$101.25	\$116.45
3" meter	\$162.00	\$186.30
4" meter	\$324.01	\$372.60
6" meter	\$506.26	\$582.21
8" meter	\$1012.53	\$1164.41

Volume Rate (per 1,000 gallons)

Residential*	\$5.06	\$5.82
Non-residential**	\$5.82	\$6.69

Monthly Rate (volume and demand)

Flat Rate Customers	\$48.30	\$55.55
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*Based on winter water use average.

**Based on monthly water meter readings. Non-residential customers with a 5/8" or 3/4" water meter will continue to base their bill on winter water use average unless a separate irrigation meter is installed. Wastewater only customers must report monthly water readings. Late or underreported usage will be subject to late fees in accordance with Section 13.02.039 and disconnection for nonpayment.

(g) Unmetered fire protection systems per connection. Minimum charge per month, per service size:

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

(h) Bulk water rate. Per 1,000 gallons: \$3.50.

(Ordinance 08-026-00 adopted 10/2/08)

(i) Drought contingency plan.

(1) Water allocation surcharges for stage 6 response.

(A) Single-family residential customers:

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

(B) Master-metered multifamily residential customers:

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

(C) Commercial customers:

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

- c. \$20.00 per thousand gallons for the third 1,000 gallons over allocation.
 - d. \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.
- (ii) Customers whose allocation is 3,000 gallons per month or more:
- a. 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
 - b. 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
 - c. 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
 - d. 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

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

(D) Industrial customers:

- (i) Customers whose allocation is 0 gallons through 3,000 gallons per month:
- a. \$10.00 per thousand gallons for the first 1,000 gallons over allocation.
 - b. \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
 - c. \$20.00 per thousand gallons for the third 1,000 gallons over allocation.
 - d. \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.
- (ii) Customers whose allocation is 3,000 gallons per month or more:
- a. 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
 - b. 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
 - c. 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
 - d. 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

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

- (2) Water reconnection charge following discontinuance of water service for conviction of three or more distinct violations of the plan: \$35.00. (2004 Code, sec. 13.411)

ARTICLE A6.000 BUSINESS

- (a) Wine and beer retailer permit: \$25.00.
- (b) Peddler, Solicitors, Distributors, Itinerant Vendors and Mobile Street Vendors
 - (1) Peddler/Solicitor: \$25.00 for each person permitted.
 - (2) Distributor: \$25.00 for each person or group of persons.
 - (3) Itinerant Vendors/Mobile Street Vendors
 - a) 14 day permit: \$25.00 fee
 - b) 30 day permit: \$35.00 fee
 - c) 90 day permit: \$75.00 fee
 - d) 180 day permit: \$100.00 fee

(Ordinance O-14-06-19-6A adopted 6/19/14)

ARTICLE A7.000 LIBRARY

- (a) Library cards.
 - (1) Non-resident.
 - (A) Family: No family cards.
 - (B) Individual: People not living or owning property within the City of Hutto limits or Hutto ISD boundaries may obtain a library card for \$10 annual fee. This will be effective April 1, 2015. This fee will be charged yearly at the time of renewal.

(Ordinance O-15-03-05-7D)

- (2) Replacement.
 - (A) For 1st replacement: \$1.00.
 - (B) All additional replacement cards: \$5.00.
- (b) Copies.
 - (1) Black and white, per impression: \$0.10.

- (2) Color, per impression: No color copies.
- (c) Fines and fees.
 - (1) Overdue books, per day up to maximum cost to replace: \$0.25 with a \$10.00 maximum fine.
 - (2) Lost or damaged book fee: Cost of book + \$5.00 processing fee + fines.
- (d) Interlibrary loan: Cost of return postage.

(Ordinance 08-026-00 adopted 10/2/08)

ARTICLE A8.000 MISCELLANEOUS

- (a) Special events permit application fee: \$50.00. (Ordinance 2006-25 adopted 5/15/06)
- (b) Street closure permit application fee: \$25.00. (Ordinance 2006-24 adopted 5/15/06)
- (c) Fireworks display permit application fee: \$40.00. (2004 Code, sec. 5.105)
- (d) Film application fee: \$50.00
 - (1) Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: \$500.00 per day.
 - (2) Partial, non-disruptive use of a public building, park, right-of-way, or public area: \$250.00 per day.
 - (3) Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$50.00 per block per day.
 - (4) Partial closure or obstruction of a public street or right-of-way, including parking lots and on-street parking: \$25.00 per block per day.
 - (5) Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles): \$50.00 per block or lot per day.
- (e) Brush collection by city after storm.
 - (1) Minimum: \$15.00.
 - (2) Additional time in increments of five minutes: \$5.00.

(2004 Code, sec. 6.311)

- (f) Returned check fee (for any city payment): \$30.00.
- (g) Credit card processing fee, per transaction: \$1.00.

(Ordinance 08-026-00 adopted 10/2/08)

EXHIBIT “A”

FEE SCHEDULE

November 16, 2017

Article A1.000	Development Services, Engineering and Construction	A-3
Article A2.000	Public Safety	A-9
Article A3.000	Public Works	A-11
Article A4.000	Public Facility Rentals	A-11
Article A5.000	Utilities	A-14
Article A6.000	Business	A-19
Article A7.000	Library	A-20
Article A8.000	Miscellaneous	A-20

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ARTICLE A1.000 DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION

(a) Zoning fees.

- (1) Temporary use permits: \$300.00.
- (2) Zoning change: \$750.00 up to 5 acres. \$100.00 for each additional 5 acres.
- (3) Planned unit developments (PUD): \$2,750.00 up to 20 acres. \$100.00 for each additional 5 acres.
- (4) Planned Unit Development (PUD) amendment: 75% of regular planned unit development (PUD) fee.
- (5) Zoning variance: \$400.00
- (6) Development Agreements: \$1,000.00.
- (7) Form Based Code Submittal: \$500.00 up to 80 acres. \$100.00 for each additional 5 acres.
- (8) Form based code amendment: 75% of regular Form based code submittal fee.
- (9) Annexation (voluntary); \$500.00
- (10) Specific use permit: \$500.00
- (11) Zoning verification letter: \$50.00
- (12) Warrant (Historic District only): \$100.00.**
- (13) Traffic Impact Analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the City).**
- (14) Technology Fee: \$25.00 except where indicated by **.

*Notices—Written notice of each public hearing before the Planning and Zoning Commission on a proposed change in a zoning classification or a specific use permit shall be sent to each owner, as indicated by the most recently approved municipal tax roll, of real property within a 200-foot radius of the affected area. All application fees include the initial notification fees. However, subsequent notifications will be charged to the applicant prior to making each additional notice at the rate of \$5 per notice. For large scale projects with over 50 mailed notices, an additional fee of \$1.00 per letter shall be charged for each mailing.

(b) Appeals.

- (1) Administrative Appeal (Zoning Board of Adjustment): \$500.00.**
- (2) All other Appeals (City Council): \$150.00.**

(c) Subdivision fees.

- (1) Development assessment review: \$1,100.00.

- (2) Major subdivision preliminary plat: \$1,550.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
 - (3) Major subdivision preliminary plat revision: 75% of regular Major subdivision preliminary plat fee.
 - (4) Major subdivision final plat: \$1,000.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
 - (5) Plat vacation: \$500.00.
 - (6) Amended plat of subdivision: \$500.00 plus \$25.00 per lot.
 - (7) Major/Minor plat recordation processing fee: \$50 plus Williamson County plat recordation fees.**
 - (8) Minor/short form final plat: \$500.00.
 - (9) Right of Way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): \$250.00* Requires amendment plat.
 - (10) GIS Fee: \$25.00.**
 - (11) Subdivision public improvements/construction inspection fee: 3% of cost of public improvements.**
 - (12) Plan extension request (1 year extension): \$250.00**
 - (13) Subdivision public improvements/construction plan review: \$100.00/acre.
 - (14) Legal lot determination: \$50.00**
 - (15) Subdivision variance: \$300.00
 - (16) Traffic Impact Analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the City).**
 - (17) Technology Fee: \$25.00 except where indicated by **.
 - (18) Service Extension Request Application Fees:
 - (A) Request not requiring city participation: \$200.00
 - (B) Request requiring city participation: \$500.00
 - (C) Technology Fee: \$25.00
- (d) Development fees.
- (1) Parkland development fee:
 - (A) Residential: \$500.00 per unit.

(B) Non-residential: \$800.00 (minimum); \$800.00 per acre for 3 or more acres.

(2) Parkland fee-in-lieu of land dedication fees:

(A) Residential:

Single-Family: \$300.00 per unit

Multi-Family: \$175.00 per unit

(e) Site plan fees.

(1) Site plan review fee: \$1,000.00 plus \$100.00 per acre. A resubmittal fee of \$250 will be required for submittals received more than 45 days after comments were sent or after the third submittal for the project.

(A) Technology fee: \$25.00.

(2) Site Inspection fee: \$200.00 plus \$0.05/sq. ft. for impervious cover.

(3) Site inspection fee (public improvements only): 3% of cost of public improvements

(4) Minor deviations/design modifications: \$200.00 plus \$0.05/sq. ft. for impervious cover.

(5) Fire review fees shall be established by the Williamson County Emergency Services District No. 3.

(6) Right-of-way use permit fees, driveway/flatwork/sidewalk/curb-cut only:

(A) \$100.00 application fee.

(B) \$65.00 inspection fee.

(C) Technology Fee: \$5.00.

(7) Right-of-way use permit fees:

(A) \$500.00 application fee (applied to inspection fee)

(B) \$500.00 or 3% of construction cost inspection fee, whichever is greater

(8) Clearing and grading permit fees:

(A) Application Fee: \$100.00

(B) Technology Fee: \$7.00

(f) Building plan review fees:

(1) New residential building permit fee: \$1,600.00 flat fee.

(2) Residential addition building permit fee: \$25.00

- (3) Commercial: 65% of Commercial permit fee. Required for all new commercial construction and commercial addition permits.
- (4) Certificate of appropriateness (Historic District only):
 - (A) \$30.00 minor projects
 - (B) \$250.00 major projects (i.e., new construction)
 - (C) Technology fee: \$7.00.

(g) Building permit fees. Fees for building permits double if work on the project begins prior to issuance of the permit. All permit fees are to be paid in advance by the licensed party who applies for the permit. Building Valuation is determined by the International Code Council (ICC) Building Valuation Data Table (BVD). This calculation takes the total square feet of a structure multiplied by the amount found on the BVD table for the Building Group and Construction Type.

- (1) New Commercial/Residential Addition/Commercial Addition/Commercial Remodel permit fees: Includes required inspections, re-inspections are an additional fee.

<u>Estimated Valuation</u>	<u>Fee</u>
\$1.00 to \$5,000.00	\$25
\$5,001.00 to \$10,000.00	\$76.92
\$10,001.00 to \$25,000.00	\$99.69 for the first \$10,000 plus \$7.70 for each additional \$1,000
\$25,001.00 to \$50,000	\$215.19 for the first \$25,000 plus \$5.56 for each additional \$1,000
\$50,001.00 to \$100,000.00	\$354.19 for the first \$50,000 plus \$3.85 for each additional \$1,000
\$100,001.00 to \$500,000.00	\$546.69 for the first \$100,000 plus \$3.08 for each additional \$1,000
\$500,001.00 to \$1,000,000.00	\$1,778.69 for the first \$500,000 plus \$2.62 for each additional \$1000
\$1,000,001.00 and up	\$3,088.69 for the first \$1,000,000 plus \$1.74 for each additional \$1,000

(A) Re-inspections: \$65.00 each. After 3rd failed inspection, must wait 2 days for re-inspection and re-inspection is \$100.00.

(B) Technology fee

(1) Residential building permit: \$10.00

(2) Commercial building permit: \$20.00

(2) Miscellaneous permits/inspections by type.

(A) Technology fee: \$7.00 for all miscellaneous permits, except where indicated by **.

(B) Move-in permit fee (modular structure): \$150.00.

(C) Demolition:

(1) Residential: \$50.00

(2) Commercial: \$150.00.

(D) Storage building permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection fees. Re-inspections are an additional fee.

(E) Water softener, water heater, irrigation, spa, hot tub, HVAC, solar panel, and wind turbine permits: \$50.00, plus required inspection(s) fees. Re-inspections are an additional fee.

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

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

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

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

(J) Tree removal permit**

(1) Undeveloped or redevelopment site:

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

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

(2) Developed site:

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

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

(K) HUD-code manufactured home fees.

(1) Permit application fee: \$100.00. (2004 Code, sec. 3.902)

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

(3) License transfer fee: \$50.00.

(2004 Code, sec. 3.903)

(L) Sign permits.

(1) Regular signs (on buildings or freestanding).

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

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

(2) Signs requiring variances.

(i) Processing fee: \$100.00.

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

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

(3) Temporary signs.

(i) Temporary Commercial Signage, per sign: \$50.00.

(ii) A-Frame Sign: \$30.00 (1 year).

(iii) Public Information Sign: Permit required; no fee.**

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

(M) Certificate of Occupancy (change of commercial tenant or ownership): \$50.00.

(N) Temporary Certificate of Occupancy: \$250.00 per issuance.

(O) Occupation of a structure prior to issuance of a Certificate of Occupancy: \$100.00 per day of occupancy prior to issuance of a Certificate of Occupancy.

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

(Q) Remodel-Residential: \$50.00 plus required inspection(s) fees. Re-Inspections are an additional fee. (No Plan Review fee required)

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

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

(h) Map and Plan Documents.

(1) Printed map products.

- (A) Black and white or color map.
 - (i) 8.5" x 11": \$5.00.
 - (ii) 11" x 17": \$10.00.
 - (iii) 34" x 48":\$20.00.
- (B) Map tube: \$2.00.
- (C) Postage: \$4.00 depending on additional postage fees.
- (D) 2-day request: \$40.00.
- (E) As-built plans (24" x 36"): \$10.00.
- (2) GIS/CD/e-mail products.
 - (A) PDF file: \$10.00.
 - (B) JPG file: \$10.00.
 - (C) CD: \$15.00.
 - (D) DVD/Other: \$15.00.
 - (E) Postage: \$4.00 depending on additional postage fees.
 - (F) Shape file.
 - (i) Each layer: \$35.00.
 - (ii) Parcel layer: \$70.00
 - (G) Aerial.
 - (i) Individual panels (per panel):\$35.00.
 - (ii) All panels:\$860.00.
 - (H) As-built plans (electronic): \$25.00
- (3) GIS custom maps: GIS is not authorized to prepare custom maps. However, should the preparation of a custom map be authorized by the Planning Director, the customer will be charged on a per hour basis. \$75 for the first hour, \$35 for each additional hour.

ARTICLE A2.000 PUBLIC SAFETY

- (a) Police.
 - (1) Fingerprinting service, per set (voluntary fingerprinting of children is at no charge): \$10.00.
 - (2) Accident reports, per report: \$6.00.

- (3) Hourly rate for police unit (vehicle) on security detail, per hour: \$15.00.
 - (4) Alarm fees: State law. Amount allowable under SB 568.
 - (5) Business alarm permits (annual fee): \$50.00.
 - (6) Residential alarm permits (annual fee): \$25.00.
- (b) Animal control. Ordinance 10-003-00. All fees set forth shall apply as adopted by the Williamson County Commissioner's Court for the Regional Animal Shelter, as amended.
- (1) Dog registration for sterilized animal, per tag: \$5.00.
 - (2) Dog registration for unsterilized animal, per tag: \$10.00.
 - (3) Impoundment fee, registered: \$30.00.
 - (4) Impoundment fee, unregistered: \$60.00.
 - (5) Return charge for loose livestock that are picked up, per occurrence: \$65.00.
 - (6) Holding fee, per day: \$10.00.
 - (7) Rabies vaccination, per animal: \$15.00.
 - (8) Pick up deceased owner animal, per animal: \$25.00.
 - (9) Fee for dropping off animal - owner surrender, per occurrence: \$25.00.
 - (10) Additional drop-off fee with litter, per occurrence: \$25.00.
- (c) Traffic fines. The municipal judge has discretion to charge the maximum fee per state law depending on the violation. In addition to traffic fines, a person convicted of a misdemeanor shall pay court cost mandated by the state. Other fines charged are established in the Code of Ordinances and state law.
- (1) Maximum fines. The maximum fine for most municipal court cases is as follows:
 - (A) Traffic Violations: \$200
 - (i) \$200 fines for traffic violations may be doubled for offenses in a construction or maintenance work zone when workers are present and if the construction or maintenance work zone is marked by a sign indicating construction or maintenance work zone.
 - (ii) Additional fee applies if speeding in a school zone.
 - (B) Penal Violations: \$500
- (d) City Ordinances. As stated in Chapter 1, Section 1.01.009 of the Code, the City Council may establish the following penalties:

- (1) A fine up to \$2,000 in all cases arising under the ordinances, resolutions, rules or orders that govern: fire safety, zoning, public health and sanitation;
 - (2) A fine up to \$4,000 in all cases arising under the ordinances, resolutions, rules or orders that govern illegal dumping of refuse (*Ordinance O-15-12-17-6F*); and
 - (3) A fine up to \$500 for all other city violations.
- (e) Unlawful Passing of School Buses. Unlawfully passing a school bus is punishable by a fine of \$500–\$1250 for first offense, or \$1,000–\$2,000 for second or subsequent offense.
 - (f) Failure to Maintain Motor Vehicle Liability Insurance. Conviction of this offense is a misdemeanor punishable by a fine of not less than \$175 or more than \$350; if a person has been previously convicted of this offense, it is punishable by fine of not less than \$350 or more than \$1000.
 - (g) Parked in Handicap Zone. Conviction of this offense is a misdemeanor punishable by a fine of not less than \$500 or more than \$750; if a person has been previously convicted of this offense, it is punishable by a fine not less than \$550 or more than \$800; and if that person has been convicted three times of this offense, a fine of not less than \$800 or more than \$1100.
 - (h) Time Payment Fee (Chapter 51 of Government Code Sec. 51.921). Municipal Court shall collect a fee of \$25.00 from a person who has been convicted, pays any part of a fine, court cost or restitution on or after the 31st day after the date Judgment is entered.
 - (i) Photographic traffic enforcement system.
 - (1) Civil penalty: \$75.00.
 - (2) Late payment fee: \$25.00.
 - (3) Payment by credit or debit card: 2% of the total payment.

(*Ordinance 06-012-01 adopted 6/19/08*)

- (j) Food sanitation fees (25 Texas Administrative Code Sec. 229.161-171, 229.173-175) Fees under this subsection are to be reviewed and regulated by the Williamson County and Cities Health District.

ARTICLE A3.000 PUBLIC WORKS

- (a) Solid waste collection.

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

	95 gal. Solid Waste	95 gal. Solid Waste	65 gal. Solid Waste	65 gal. Solid Waste
	95 gal. Recycling	65 gal. Recycling	95 gal. Recycling	65 gal. Recycling
Solid Waste	\$9.75	\$9.75	\$8.40	\$8.40
Recycling	\$3.75	\$3.10	\$3.75	\$3.10
Bulky Waste	\$0.45	\$0.45	n/a	n/a
Street Maintenance (6%)	\$0.84	\$0.80	\$0.73	\$0.69

Sales Tax (8.25%)	\$1.22	\$1.16	\$1.06	\$1.01
Total Monthly Cost	\$16.01	\$15.26	\$13.94	\$13.20

(2) Additional carts: 50% of monthly rate

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

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

(Ordinance _____ adopted 1/21/16)

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

(Ordinance 08-026-00 adopted 10/2/08)

ARTICLE A4.000 PUBLIC FACILITY RENTALS

(a) Facilities and equipment rental. Rental procedures and forms will be set and made available through the Parks and Recreation department. Fees for facilities and equipment are set below.

(1) Resident and non-resident individuals, clubs, organizations, or businesses may rent parks and recreation facilities, when available, for a fee per function as follows:

(A) Pavilions:		<u>Residents</u>	<u>Nonresidents</u>
	City Park		
	Full (120' x 60')	\$100.00	\$125.00
	Half (60' x 30')	\$50.00	\$75.00
	Neighborhood parks (18' x 36')	\$25.00	\$50.00
(B) Saul House Recreation Site:			
	Home Site/Meeting Facility (4 hours)	\$200.00	\$225.00
	Additional Hours	\$20/hour	\$25/hour
(C) Sports facility lights		\$20.00/hour	\$25.00/hour

A \$100.00 deposit shall be required to rent the above listed facilities. Upon inspection and determination that facilities have not been damaged and clean up costs have not been incurred, the deposit shall be refunded.

(D) Hutto Gin	<u>Residents</u>	<u>Nonresidents</u>	<u>Local Non-profit</u>
Full Day (4+ hours)	\$500.00/day	\$600.00/day	\$300.00/day
Half Day (1-3 hours)	\$100.00/hour	\$200.00/hour	\$50.00/hour
Security Deposit	\$250.00	\$350.00	\$250.00

Upon inspection and determination that facilities have not been damaged and clean up costs have not been incurred, the deposit shall be refunded.

(2) Equipment.

	<u>Residents</u>	<u>Nonresidents</u>
(A) Recreation kit	\$25.00	\$30.00

(3) Athletic field rental rates.

(A) Deposit fees for all athletic field rentals:

	<u>Residents</u>	<u>Nonresidents</u>
Bases/field markers, per field	\$150.00	\$150.00
Keys, per set	\$50.00	\$50.00
Litter damage, per complex	\$150.00	\$150.00
Concession stand, per day	\$25.00	\$30.00
Light fees, per hour	\$20.00	\$20.00
Press Box	\$25.00	\$30.00

(B) Athletic rental fee schedule.

(i) Tournaments.

<u>Rental Type</u>	<u>Residents - HISD</u>	<u>Nonresidents - Non-HISD</u>
Adult tournaments, per field per day	\$50.00	\$75.00
Youth tournaments, per field per day	\$25.00	\$50.00
School tournaments, per field per day	\$25.00	\$75.00

(ii) Camps, clinics and practices.

<u>Rental Type</u>	<u>Residents</u>	<u>Nonresidents</u>
Sports camps/clinics, per field per day		
Adult	\$100.00	\$125.00
Youth	\$50.00	\$75.00
Light fee	\$20.00/hr.	\$20.00/hr.
Practice field rental, per hour		
Adult	\$20.00	\$35.00
Youth	\$20.00	\$35.00
Light fee	\$20.00/hr. (if available)	\$20.00/hr. (if available)

(iii) PARD Staff Fee: \$25 per hour per staff member (if Parks and Recreation Staff is required to be available during use.)

(b) Youth sports association facility fees.

(1) All youth associations will be required to pay no less than a five dollar (\$5.00) non-resident fee per season for each non-resident child in the association.

(2) All youth associations may be subject to a minimum individual player fee for each participant for each season of play. This fee may be no less than \$1.00 per participant.

(c) Recreation program fees.

(1) All recreation program fees are set by the director of parks and recreation and approved by the city manager on a case-by-case basis. Nonresidents shall pay a \$5.00 surcharge per class or special event.

(2) All youth associations will be required to pay no less than a \$5.00 non-resident fee per season for each non-resident child in the association.

(Ordinance 08-026-00 adopted 10/2/08)

ARTICLE A5.000 UTILITIES

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

(1) Water and wastewater, per customer:

(A) Good payment history: \$0.* Deposit may be waived with letter of good credit (Sec. 13.02.037) or through credit check.

(B) Average payment history: \$150.**

(C) Poor payment history: \$250.**

*\$150 deposit will be charged for any customer without a deposit who is disconnected for non-payment.

** An additional \$50 deposit will be charged to customers disconnected for non-payment.

*** Final determination of credit history to be made by the City Utility Billing Supervisor.

(2) Wastewater only:

(A) Good payment history: \$0* Deposit may be waived with letter of good credit (Sec. 13.02.037) or through credit check.

(B) Average payment history: \$100**

(C) Poor payment history: \$200**

** An additional \$50 deposit will be charged to customers disconnected for non-payment.

*** Final determination of credit history to be made by the City Utility Billing Supervisor.

(3) Non-residential:

Non-residential deposits are outlined in Article 13, Section 13.02.037 in the Code of Ordinances. The minimum non-residential deposit is equal to the residential deposit.

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

(b) Connection fees.

(1) Water:

(A) 5/8" and 3/4" meter: \$600.00;

(B) 1" meter: \$750.00;

(C) 1-1/2" meter: \$900.00;

(D) 2" meters: \$1,100.00;

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

(2) Wastewater:

(A) Up to 8" connection: \$750.00 inside city; \$300.00 developer installed.

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

(c) Other service charges.

(1) New account charge/transfer account charge: \$35.00.

(2) Disconnection/reconnection fee due to nonpayment: \$50.00. (Jonah and Manville customers will be assessed an additional \$50 fee).

- (3) After-hours connection fee/reconnection fee: \$50.00 in addition to above.
- (4) Meter reread charge: \$25.00.
- (5) Tampering with a locking device: \$250.00.
- (d) Impact fees. For plats recorded prior to February 1, 2013.
 - (1) Water, per service unit equivalent: \$4,363.00.
 - (2) Wastewater, per service unit equivalent: \$1,068.00.
- (e) Impact fees. For plats recorded after February 1, 2013.
 - (1) Water, per service unit equivalent: \$3,625.00.
 - (2) Wastewater, per service unit equivalent: \$2,128.00.
- (f) Retail water/wastewater rates. Outside city rates are 1.15 times inside city rates.

Water

Minimum Monthly Charge (Demand)

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8" & 3/4" meter	\$25.48	\$29.30
1" meter	\$38.24	\$43.97
1-1/2" meter	\$63.72	\$73.28
2" meter	\$127.44	\$146.55
3" meter	\$203.91	\$234.50
4" meter	\$407.80	\$468.97
6" meter	\$637.19	\$732.77
8" meter	\$1274.39	\$1465.55

Volume Rate (per 1,000 gallons)

Single-Family Residential

<u>Monthly use between:</u>	<u>Inside City</u>	<u>Outside City</u>
0 to 5,000 gals	\$7.82	\$9.00
5,001 to 12,000 gals	\$8.50	\$9.78

12,001 to 25,000 gals	\$8.90	\$10.24
25,001 gals or more	\$9.70	\$11.16
Non-residential, all consumption	\$8.57	\$9.86
Irrigation, all consumption	\$8.90	\$10.24
Construction, all consumption	\$8.90	\$10.23

Wastewater

Minimum Monthly Charge (Demand)

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8" & 3/4" meter	\$20.25	\$23.29
1" meter	\$31.59	\$34.94
1-1/2" meter	\$50.63	\$58.22
2" meter	\$101.25	\$116.45
3" meter	\$162.00	\$186.30
4" meter	\$324.01	\$372.60
6" meter	\$506.26	\$582.21
8" meter	\$1012.53	\$1164.41

Volume Rate (per 1,000 gallons)

Residential*	\$5.06	\$5.82
Non-residential**	\$5.82	\$6.69

Monthly Rate (volume and demand)

Flat Rate Customers	\$48.30	\$55.55
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*Based on winter water use average.

**Based on monthly water meter readings. Non-residential customers with a 5/8" or 3/4" water meter will continue to base their bill on winter water use average unless a separate irrigation meter is installed. Wastewater only customers must report monthly water readings. Late or underreported usage will be subject to late fees in accordance with Section 13.02.039 and disconnection for nonpayment.

(g) Unmetered fire protection systems per connection. Minimum charge per month, per service size:

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

(h) Bulk water rate. Per 1,000 gallons: \$3.50.

(Ordinance 08-026-00 adopted 10/2/08)

(i) Drought contingency plan.

(1) Water allocation surcharges for stage 6 response.

(A) Single-family residential customers:

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

(B) Master-metered multifamily residential customers:

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

(C) Commercial customers:

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

- a. \$10.00 per thousand gallons for the first 1,000 gallons over allocation.
- b. \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
- c. \$20.00 per thousand gallons for the third 1,000 gallons over allocation.
- d. \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.

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

- a. 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
- b. 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
- c. 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
- d. 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

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

(D) Industrial customers:

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

- a. \$10.00 per thousand gallons for the first 1,000 gallons over allocation.
- b. \$15.00 per thousand gallons for the second 1,000 gallons over allocation.
- c. \$20.00 per thousand gallons for the third 1,000 gallons over allocation.
- d. \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.

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

- a. 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
- b. 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
- c. 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
- d. 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

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

(2004 Code, sec. 13.410)

- (2) Water reconnection charge following discontinuance of water service for conviction of three or more distinct violations of the plan: \$35.00. (2004 Code, sec. 13.411)

ARTICLE A6.000 BUSINESS

- (a) Wine and beer retailer permit: \$25.00.
- (b) Peddler, Solicitors, Distributors, Itinerant Vendors and Mobile Street Vendors
 - (1) Peddler/Solicitor: \$25.00 for each person permitted.
 - (2) Distributor: \$25.00 for each person or group of persons.
 - (3) Itinerant Vendors/Mobile Street Vendors
 - a) 14 day permit: \$25.00 fee
 - b) 30 day permit: \$35.00 fee
 - c) 90 day permit: \$75.00 fee
 - d) 180 day permit: \$100.00 fee

(Ordinance O-14-06-19-6A adopted 6/19/14)

ARTICLE A7.000 LIBRARY

- (a) Library cards.
 - (1) Non-resident.
 - (A) Family: No family cards.
 - (B) Individual: People not living or owning property within the City of Hutto limits or Hutto ISD boundaries may obtain a library card for \$10 annual fee. This will be effective April 1, 2015. This fee will be charged yearly at the time of renewal.

(Ordinance O-15-03-05-7D)

- (2) Replacement.
 - (A) For 1st replacement: \$1.00.
 - (B) All additional replacement cards: \$5.00.
- (b) Copies.
 - (1) Black and white, per impression: \$0.10.
 - (2) Color, per impression: No color copies.
- (c) Fines and fees.

- (1) Overdue books, per day up to maximum cost to replace: \$0.25 with a \$10.00 maximum fine.
- (2) Lost or damaged book fee: Cost of book + \$5.00 processing fee + fines.
- (d) Interlibrary loan: Cost of return postage.

(Ordinance 08-026-00 adopted 10/2/08)

ARTICLE A8.000 MISCELLANEOUS

- (a) Special events permit application fee: \$50.00. (Ordinance 2006-25 adopted 5/15/06)
- (b) Street closure permit application fee: \$25.00. (Ordinance 2006-24 adopted 5/15/06)
- (c) Fireworks display permit application fee: \$40.00. (2004 Code, sec. 5.105)
- (d) Film application fee: \$50.00
 - (1) Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: \$500.00 per day.
 - (2) Partial, non-disruptive use of a public building, park, right-of-way, or public area: \$250.00 per day.
 - (3) Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$50.00 per block per day.
 - (4) Partial closure or obstruction of a public street or right-of-way, including parking lots and on-street parking: \$25.00 per block per day.
 - (5) Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles): \$50.00 per block or lot per day.
- (e) Brush collection by city after storm.
 - (1) Minimum: \$15.00.
 - (2) Additional time in increments of five minutes: \$5.00.

(2004 Code, sec. 6.311)

- (f) Returned check fee (for any city payment): \$30.00.
- (g) Credit card processing fee, per transaction: \$1.00.

(Ordinance 08-026-00 adopted 10/2/08)

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 8D. **AGENDA DATE:** December 07, 2017

PRESENTED BY: Michel Sorrell, Chief Financial Officer

ITEM:

Consideration and possible action on the first reading of an ordinance amending the Fiscal Year 2016-17 Budget to reallocate capital project funds to the FY 2018 Budget, organizational restructure, account for attorney fees, and other miscellaneous adjustments. (Michel Sorrell)

STRATEGIC GUIDE POLICY: Fiscal Responsibility

ITEM BACKGROUND:

This represents the fourth amendment of the FY 2017 Budget. The amendments are detailed in the Exhibit A Fund Summaries. The main purpose of the amendment is to move allocated funds from FY 2017 to FY 2018 that are related to capital projects, account for attorney fees related to bond issues and economic development, and miscellaneous adjustments.

BUDGETARY AND FINANCIAL SUMMARY:

Please see Exhibit A for the financial summary.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends the Council approve the first reading of the ordinance.

SUPPORTING MATERIAL:

1. [FY17 BA#1 Ordinance](#)
2. [FY17 BA#1 Exhibit A](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE FISCAL YEAR 2016-17 BUDGET TO BEGINNING FUND BALANCES TO AUDITED AMOUNTS, ORGANIZATIONAL RESTRUCTURE, MERIT DISTRIBUTIONS AND OTHER MISCELLANEOUS ADJUSTMENTS.

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

SECTION 1: That the appropriations for the fiscal year beginning October 1, 2016, and ending September 30, 2017, for the support of the general government of the City of Hutto, Texas, be amended for said term in accordance with the change in expenditures shown in the attached Exhibit A.

SECTION 2: That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2016, and ending September 30, 2017.

SECTION 3: The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law and the *City Charter*.

SECTION 4: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If a court of competent jurisdiction to be invalid shall adjudge any provision of this Ordinance, the invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5: All ordinances or parts of ordinances and sections of the City Code of Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6: This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code* and the *City Charter*.

SECTION 7: It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter. 551, Tex. Gov't. Code*.

READ and **APPROVED** on **first reading** on this the **7th** day of **December 2017**, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

READ, APPROVED and **ADOPTED** on **second and final reading** this **4th** day of **January 2018**, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lucretia Alvarez, City Secretary

EXHIBIT A

	Amended Budget Total	BA#4	Increase (Decrease)	Net Change in Fund Reserves Increase (Decrease)
General Fund				
Revenues	12,526,001	12,526,001	-	
Expenditures	13,123,055	11,946,925	(1,176,130)	579,076
Utility Fund				
Revenues	14,944,065	9,225,732	(5,718,333)	
Expenditures	18,895,981	15,368,393	(3,527,588)	(6,142,661)
Capital Improvements Project				
Revenues	11,164,722	318,295	(10,846,427)	
Expenditures	7,504,969	5,497,539	(2,007,430)	(5,179,244)
All Fund Totals				
Revenues	38,634,788	22,070,028		
Expenditures	39,524,005	32,812,857		
Change in Fund Balance	(889,217)	(10,742,829)		

EXHIBIT A

GENERAL FUND SUMMARY

	2016-17	2016-17	2016-2017	2016-17		
	BUDGET	AMENDED	ACTUAL	PROJECTED	BA#4	NOTES
REVENUES						
Property Taxes	6,095,403	6,253,618	6,295,425	6,277,116	6,277,116	
Sales Taxes	2,586,764	2,586,764	2,689,804	2,974,083	2,974,083	
Franchise Fees	767,943	767,943	600,541	814,811	814,811	
Permit & Inspection Fees	728,575	728,575	990,721	813,575	813,575	
Intergovernmental	250,000	250,000	219,261	219,261	219,261	
Charges for Services (Governmental)	202,700	205,200	212,536	209,500	209,500	
General Fines	307,092	307,092	288,715	307,092	307,092	
Interest & Other	380,250	354,957	120,650	372,731	372,731	
Total Revenues	11,318,727	11,454,149	11,417,652	11,988,170	11,988,170	
EXPENDITURES						
City Administration						
City's Manager's Office	778,241	789,180	821,728	959,113	1,037,563	Additional legal fees of \$78,450
City Council	595,560	646,135	622,319	700,460	700,460	
City Secretary	193,589	204,075	294,699	316,668	388,364	Additional legal fees of \$71,696
Human Resources	308,285	449,086	400,819	459,825	405,000	Salary & legal fee savings
Library	232,758	247,957	223,885	251,230	239,730	Salary savings
Capital Lease Interest	-	-	-	-	-	
Total Administration	2,108,433	2,336,433	2,363,451	2,687,296	2,771,117	
Communications						
Communications Administration	-	117,041	138,193	172,291	157,291	Salary savings
Information Technology	513,083	539,939	515,758	588,662	588,662	
Total Communications	513,083	656,980	653,951	760,953	745,953	
Financial Services						
Finance	911,196	846,161	775,480	760,804	775,500	Salary increase & additional training
Economic & Convention	182,446	271,490	185,239	196,946	10,000	Salary savings & special event savings
Municipal Court	198,453	196,360	177,767	187,406	179,406	Salary savings - seasonal labor
Fleet & Facility Maintenance	141,687	159,955	147,628	151,622	149,622	Utility savings
Total Financial Services	1,433,782	1,473,966	1,286,114	1,296,778	1,114,527	
Business & Development Services						
Planning & GIS	827,840	873,241	598,698	1,018,932	605,432	Mobility moved to FY18 & staffing changes
Building & Code Enforcement	522,936	373,526	327,450	362,116	351,116	Inspection Outsourcing Savings
Parks & Recreation	512,055	514,027	443,882	496,510	456,810	Salary savings & supplies & materials savings
Total Business & Development Services	1,862,831	1,760,794	1,370,030	1,877,558	1,413,358	
Engineering & Public Works						
Administration	317,189	754,711	660,995	759,552	678,552	Staffing changes & Engineering Services savings & Utilities savings
Construction	383,664	-	-	-	-	
Streets, Drainage & Grounds	1,203,036	1,274,618	1,081,908	1,171,058	1,105,058	Repairs & Maintenance, Contracted Services & Utility savings
Animal Control	161,823	168,938	147,731	181,524	151,524	Animal Shelter Service savings
Total Engineering & Public Works	2,065,712	2,198,267	1,890,634	2,112,134	1,935,134	
Police						
Administration	467,233	801,251	686,486	793,627	712,127	Salary savings, software & miscellaneous savings
Patrol	2,511,529	2,623,913	2,534,784	2,672,725	2,572,725	Salary savings - new Chief
Criminal Investigations	739,283	408,162	387,659	449,238	399,238	Salary savings - new Chief
Support Services	-	-	130,307	402,745	132,745	Salary savings - new Chief
Total Police	3,718,045	3,833,326	3,739,237	4,318,335	3,816,835	
Total Expenditures	11,701,886	12,259,766	11,303,418	13,053,055	11,796,925	
OTHER FINANCING SOURCES(USES)						
Transfers In	537,831	537,831	458,728	537,831	537,831	
Transfers Out	(549,000)	(549,000)	(549,000)	(70,000)	(150,000)	Adjust to actual
Total Other Financial Sources	(11,169)	(11,169)	(90,272)	467,831	387,831	
NET CHANGE IN FUND BALANCE	(394,328)	(816,786)	23,963	(597,053)	579,076	

EXHIBIT A

UTILITY FUND SUMMARY

	2016-17 BUDGET	2016-17 AMENDED	2016-17 ACTUAL	2016-17 PROJECTED	2016-17 BA#4	NOTES
REVENUES						
Water Revenues	4,921,629	4,921,629	4,299,680	4,350,000	4,300,000	Reflect YTD Actual
Wastewater Revenues	3,967,591	3,967,591	3,507,704	3,700,000	3,508,000	Reflect YTD Actual
Connection Fees	226,600	226,600	114,137	125,000	114,750	Reflect YTD Actual
Bond Proceeds	2,300,000	2,300,000	-	5,655,000	-	Bond proceed accounting
Other	556,800	556,800	417,522	385,568	417,000	Reflect YTD Actual
Total Revenues	11,972,620	11,972,620	8,339,043	14,215,568	8,339,750	
EXPENSES						
Engineering & Public Works						
Water Services	4,824,632	5,330,438	5,115,292	5,610,431	5,116,000	Reflect YTD Actual
Wastewater Services	2,421,463	2,446,134	2,170,394	2,291,518	2,171,000	Reflect YTD Actual
Total - Public Works	7,246,095	7,776,572	7,285,686	7,901,948	7,287,000	
Financial Services						
Utility Billing	681,866	696,158	534,451	594,547	535,000	Reflect YTD Actual
Total - Financial Services	681,866	696,158	534,451	594,547	535,000	
UTILITY FUND CAPITAL IMPROVEMENTS						
Water Capital Outlay System						
Front St. Waterline	1,490,000	1,681,642	157,619	495,002	158,000	Reflect YTD Actual-Project FY18
Innovation Business Park Water Line	-	-	692,802	-	693,800	Reflect YTD Actual-Project FY18
Wastewater Capital Outlay System						
Lakeside Estates Abandon Lift Station	50,000	50,000	-	-	-	Moved to FY18
Avery Lake WW Interceptor	731,000	731,000	-	294,300	-	Moved to FY18
Hutto South WWTP	3,457,474	3,457,474	2,645,666	3,457,574	2,646,000	Substantially Complete
Enclave Pump Force Main	1,624,754	1,624,754	12,630	1,624,754	13,000	Completed
Total UF CIP	7,535,079	7,726,721	3,508,717	6,431,734	3,510,800	
NON-DEPARTMENTAL	50,079	57,705	125,285	59,053	126,795	
Total Expenditures	15,513,120	16,257,156	11,454,139	14,987,283	11,459,595	
TRANSFERS						
Transfers In	1,248,852	1,248,852	885,982	728,497	885,982	Reflect YTD Actual
Transfers Out	(3,852,416)	(3,908,798)	(3,797,729)	(3,908,798)	(3,908,798)	Reflect YTD Actual
Total Transfers (Expenses)	(2,603,564)	(2,659,946)	(2,911,747)	(3,180,301)	(3,022,816)	
NET CHANGE IN WORKING CAPITAL	(6,144,064)	(6,944,482)	(6,026,843)	(3,952,016)	(6,142,661)	

EXHIBIT A

GENERAL CAPITAL PROJECTS FUND

	2016-17 BUDGET	2016-2017 AMENDED	2016-2017 ACTUAL	2016-2017 PROJECTED	2016-2017 BA#4	NOTES
REVENUES						
Total Revenues	1,203,000	1,203,000	287,772	11,164,722	278,378	Grant & bond proceeds - FY18
EXPENDITURES						
Planning, Design, Prof Svcs	-	50,000	51,879	51,879	51,879	
Construction	-	2,756,550	2,529,393	2,756,550	2,530,000	Reflect YTD actual
FM 1660 N Sidewalks						
Attorney Services	-	10,000	468	1,000	1,000	
Engineering Services	-	16,400	22,448	22,500	22,500	
Surveying Services	-	-	-	-	-	
Construction	-	1,591,274	1,477,000	1,591,274	1,477,000	Reflect YTD actual
East Street Reconstruction						
Attorney Services	-	9,360	4,035	1,000	4,035	
Planning, Design, Prof Svcs	-	76,628	104,027	200,000	104,100	Reflect YTD actual
Construction	859,000	859,000	336,946	-	337,000	Reflect YTD actual
Easement	40,000	68,523	30,875	68,523	30,875	Reflect YTD actual
Pavement Management						
Construction	990,000	990,000	-	990,000	-	Moved to FY2018
Limmer Loop Improvements						
Construction	100,000	100,000	100,000	100,000	100,000	
TAP Project Limmer Loop Sidewalk						
Planning, Design, Prof Svcs	200,000	200,000	125,580	200,000	126,000	Reflect YTD actual
Construction	1,000,000	1,000,000	12,819	-	12,819	
CR 119 (Ed Schmidt) Extension						
Construction	-	-	-	500,000	-	Moved to FY2018
Innovation Business Park						
Attorney Services	-	-	18,005	25,000	18,005	Reflect YTD actual
Easement	-	-	378,223	378,253	378,223	Reflect YTD actual
Brushy Creek GAP Trail						
Planning, Design, Prof Svcs	90,000	90,000	-	90,000	-	Moved to FY2018
Pollard Park						
Attorney Services	-	-	9,873	9,873	9,873	
Planning, Design, Prof Svcs	-	-	14,270	-	14,270	
Construction	-	-	-	-	-	
Other Services and Charges						
Land	-	-	150,000	150,000	150,000	Pollard park downpayment
Animal Shelter Expansion	214,000	224,719	-	263,523	-	
Bond Issuance Cost	71,667	71,667	58,802	42,000	61,367	
Total CIP Expenditures	3,639,667	8,674,202	5,475,326	7,504,969	5,497,539	
OTHER FINANCING SOURCES (USES)						
Transfers In	479,000	479,000	39,917	-	39,917	
Transfers Out	-	-	-	-	-	
Total Other Financing Sources (Uses)	479,000	479,000	39,917	-	39,917	
NET CHANGE IN FUND BALANCE	(1,957,667)	(6,992,202)	(5,147,638)	3,659,752	(5,179,245)	

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 8E. **AGENDA DATE:** December 07, 2017

PRESENTED BY: Helen Ramirez, AiCP, Assistant City Manager

ITEM:

Consideration of a public hearing and possible action on the first reading of an ordinance approving the Planned Unit Development (PUD) zoning ordinance amendment for the Narrows PUD, 38.68 acres, more or less, of land, out of the William Gatlin Survey, Abstract No. 271, in Williamson County, Texas, located at the southwest corner of FM 1660 South and CR 137. (Helen Ramirez)

STRATEGIC GUIDE POLICY: Infrastructure & Growth

ITEM BACKGROUND:

The Narrows is a 38.68 acre site located at the southwest intersection of FM 1660 South and CR 137, and proceeding south along CR 137.

Owner: BJI, Inc., attn: Anthony Daniels

Summary of Request:

The developer of the property wishes to amend the existing Planned Unit Development standards, to allow more flexibility for non-residential development. The proposed amendment will address the following items:

1. Updated references to the City's current Unified Development Code (UDC)
2. Removal of detailed concept plan, which limited flexibility and development of the property
3. Updated the allowed land uses, providing additional mixed use opportunities with a focus on commercial opportunities
4. Traffic improvements including CR 137 dedication
5. Parkland/open space requirements including trail dedication along Brushy Creek

Item 1 is a simple update that allows a potential developer to identify what Development Regulations apply to this site. The previous PUD language was not clear on this item.

Item 2 removes the detailed concept plan that was attached to the original PUD. This concept plan was extremely detailed, including which parcels could be commercial, multi-family, or office/warehouse. These uses and size restrictions were established without a developer, so the site remained undeveloped as the restrictive language did not allow potential developers to create their

signature product. The language of the PUD also did not allow flexibility to the size of the development types, so a potential developer was limited to specific areas of the site and also specific square feet of development.

By removing the development areas and the associated concept plan, a potential developer can locate anywhere within the boundary of the PUD. The uses that were allowed in the original PUD and are allowed in the amended PUD now have the flexibility to design a product for the current market, or to locate in an area better suited to their needs.

This is the original PUD language on permitted and prohibited uses. The original PUD has Development Areas with limited permitted uses, which did not allow the flexibility needed to attract developers. The prohibited uses language remains the same.

PLEASE SEE ATTACHED STAFF REPORT FOR IMAGE.

The updated land use chart is attached. Staff and the applicant went through the original PUD document, confirming which uses were appropriate for this area, and which uses may need additional review and conditions. The first three columns detail what is allowed under the original PUD language, in each of the original development areas. The fourth column is a comparison of the uses allowed in the original PUD. The last column details the proposed uses and their associated notes, as amended.

There are some residential uses allowed in the amended PUD that were not allowed in the original development regulations. Specifically, Single Family Detached, Village, and Zero Lot Line were added to the permitted uses.

The allowed uses within the business, manufacturing and light industrial areas remain the same, with additional conditions placed on self-storage, convenience stores with gas pumps, and car washes. For example, the applicant was originally allowed 80 units of self-storage, on one lot only. Now the applicant can bring in additional storage units up to 240 by going vertical, as long as there a maximum of 80 units on each floor. The development is required to install additional landscaping around all proposed self-storage buildings, and any proposed buildings must meet the development standards as listed in the UDC.

Please see the Notes section on Page 4 of the attached Comparison Table. The Notes section details the additional review needed for specific land uses.

Traffic improvements are listed in the original PUD's Traffic Impact Analysis (TIA). The City has updated their Thoroughfare Plan since the original PUD, and now an additional fifteen feet (15') of right-of-way along CR 137 is required. In exchange for the additional dedication, the applicant is requesting that they do not have to update the original TIA. City staff is in agreement that the additional right-of-way, plus the original TIA requirements, are satisfactory.

The updated land use chart is attached. Staff and the applicant went through the original PUD document, confirming which uses were appropriate for this area, and which uses may need additional review and conditions. The first three columns detail what is allowed under the original PUD language, in each of the original development areas. The fourth column is a comparison of the uses allowed in the original PUD. The last column details the proposed uses and their associated

notes, as amended.

There are some residential uses allowed in the amended PUD that were not allowed in the original development regulations. Specifically, Single Family Detached, Village, and Zero Lot Line were added to the permitted uses.

The allowed uses within the business, manufacturing and light industrial areas remain the same, with additional conditions placed on self-storage, convenience stores with gas pumps, and car washes. For example, the applicant was originally allowed 80 units of self-storage, on one lot only. Now the applicant can bring in additional storage units up to 240 by going vertical, as long as there a maximum of 80 units on each floor. The development is required to install additional landscaping around all proposed self-storage buildings, and any proposed buildings must meet the development standards as listed in the UDC.

Please see the Notes section on Page 4 of the attached Comparison Table. The Notes section details the additional review needed for specific land uses.

Traffic improvements are listed in the original PUD's Traffic Impact Analysis (TIA). The City has updated their Thoroughfare Plan since the original PUD, and now an additional fifteen feet (15') of right-of-way along CR 137 is required. In exchange for the additional dedication, the applicant is requesting that they do not have to update the original TIA. City staff is in agreement that the additional right-of-way, plus the original TIA requirements, are satisfactory.

PLEASE SEE ATTACHED STAFF REPORT FOR IMAGE.

The original PUD did not require parkland dedication. Private parkland, or open space, was required with any multi-family development in the defined development area. In the amended PUD, the developer of any residential development must provide private parkland or open space for that residential development, but would not have to dedicate public parkland. The trail easement is still required with development in this PUD, and will be installed by the developer. A minimum of three access points to the trail are required for the whole site, with specific access points to be determined at the time of development.

Original PUD language regarding parkland or open space requirements, and the trail easement.

PLEASE SEE ATTACHED STAFF REPORT FOR IMAGE.

Staff Recommendation:

The Planned Unit Development (PUD) process and zoning designation allows creativity, innovation and flexibility in land use, density, site planning and design for a parcel that would result in a project more appropriate and desirable than what would result from strict application of the UDC. Development standards are required for a parcel that would be developed as a PUD. Staff has reviewed the proposed PUD amendments against the original PUD and the required criteria.

1. *The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.*

The PUD amendment is consistent with desired flexibility guidelines of a Form Based Code district, yet provides additional guidelines and regulations to promote a walkable, mixed-use neighborhood. The proposed development is across the roadway from a platted SmartCode single family neighborhood and a school.

1. *The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.*

The uses and standards within the proposed PUD amendment seek to build upon the Narrow's existing regulations, but allow flexibility. The amendment language does not remove the required Brushy Creek trail easement, which will enhance the walkability of the area once completed.

1. *The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.*

The PUD requires the installation of a trail along Brushy Creek, providing connectivity to the City's regional open spaces.

1. *The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development of the site.*

This PUD combines a mixed-use development with active open space and design guidelines to provide a cohesive, pedestrian-oriented district.

1. *The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.*

The proposed development could be a mixed use development located in an area of the community that is preparing for growth. It does not appear that development will negatively affect the health, safety, and general welfare of the community.

1. *The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.*

Existing infrastructure will serve the site, with extensions as needed provided by the developer.

1. *The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.*

The proposed PUD, which could be denser than development allowed under current PUD standards, will not have a greater burden on city services.

1. *PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.*

The PUD amendment does not vary the architectural design requirements or signage sections of the UDC. The amendment does provide additional landscaping standards, above the requirements of the UDC. The overall development will be compatible with adjacent developments, and will conform to city design standards.

All property owners within 200 feet have been notified by mail of the proposed zoning change.

Notice was published in the Taylor Daily Press. Notice has also been posted on the City of Hutto website.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

The Planning and Zoning Commission recommended approval to City Council on November 7, 2017.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff finds that the proposed amendments to the existing Narrows Planned Unit Development meet the intent of all provisions for PUD review criteria as listed in Section 10.203.10.3 of the UDC. Therefore, staff recommends that City Council approve the request. The City Council may dispense with the second reading of the ordinance.

SUPPORTING MATERIAL:

1. [Notice Posted](#)
2. [Ordinance - Narrows Planned Unit Development \(PUD\) Amendment](#)
3. [Exhibit A - Property Description](#)
4. [Exhibit B - Planned Unit Development Plan](#)
5. [Staff Report](#)

PUBLIC NOTICE NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO
ALL INTERESTED PERSONS
THAT THE HUTTO CITY COUNCIL WILL
HOLD A PUBLIC HEARING REGARDING:

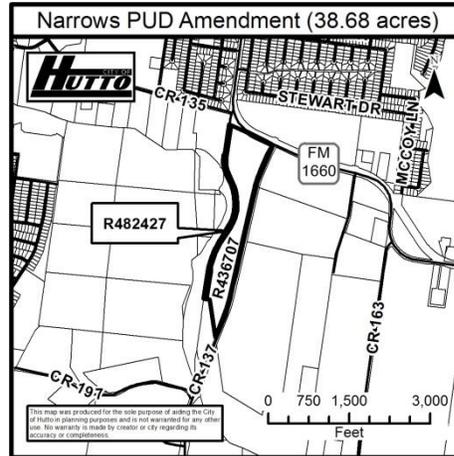
Planned Unit Development (PUD) zoning ordinance amendment request for the property known as the **Narrows Planned Unit Development (PUD)**, 38.68 acres, more or less, of land, out of the William Gatlin Survey, Abstract No. 271, in Williamson County, Texas, located at the southwest corner of FM 1660 South at CR 137.

The public hearing will be held on:
December 7, 2017 at 7:00 p.m.

Hutto City Hall
401 W. Front St., Hutto, Texas

For additional information the public may contact Development Services at 512-759-3479 or planning@huttotx.gov

Publication Date: November 19, 2017



ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE NARROWS PLANNED UNIT DEVELOPMENT (PUD) ZONING ORDINANCE ADOPTED IN ORDINANCE NO. O-12-08-02-11A1, BY REPLACING THE DEVELOPMENT PLAN WITH THE REVISED PLAN ATTACHED AS EXHIBIT "B" AND ATTACHED HERETO, FOR 38.68 ACRES, MORE OR LESS, OF LAND, IN HUTTO, WILLIAMSON COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

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

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 7th day of November, 2017, and;

WHEREAS, on the 7th day of December, 2017, after proper notification, the City Council held a public hearing on the requested amendment, and;

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

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

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

SECTION I.

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

- 1) The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design; and
- 2) The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value; and
- 3) The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design; and
- 4) The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site; and
- 5) The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience; and

- 6) The PUD will be served by adequate facilities including streets, fire protection, water and sanitation; and
- 7) The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or arrangements are made to mitigate impacts; and
- 8) PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

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

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and **APPROVED** on first reading on this the **7th** day of **December, 2017** at a meeting of the Hutto, Texas City Council; there being a quorum present.

By motion duly made, seconded and passed with an affirmative vote of all the Councilmembers present, the requirement for reading this ordinance on two separate days was dispensed with.

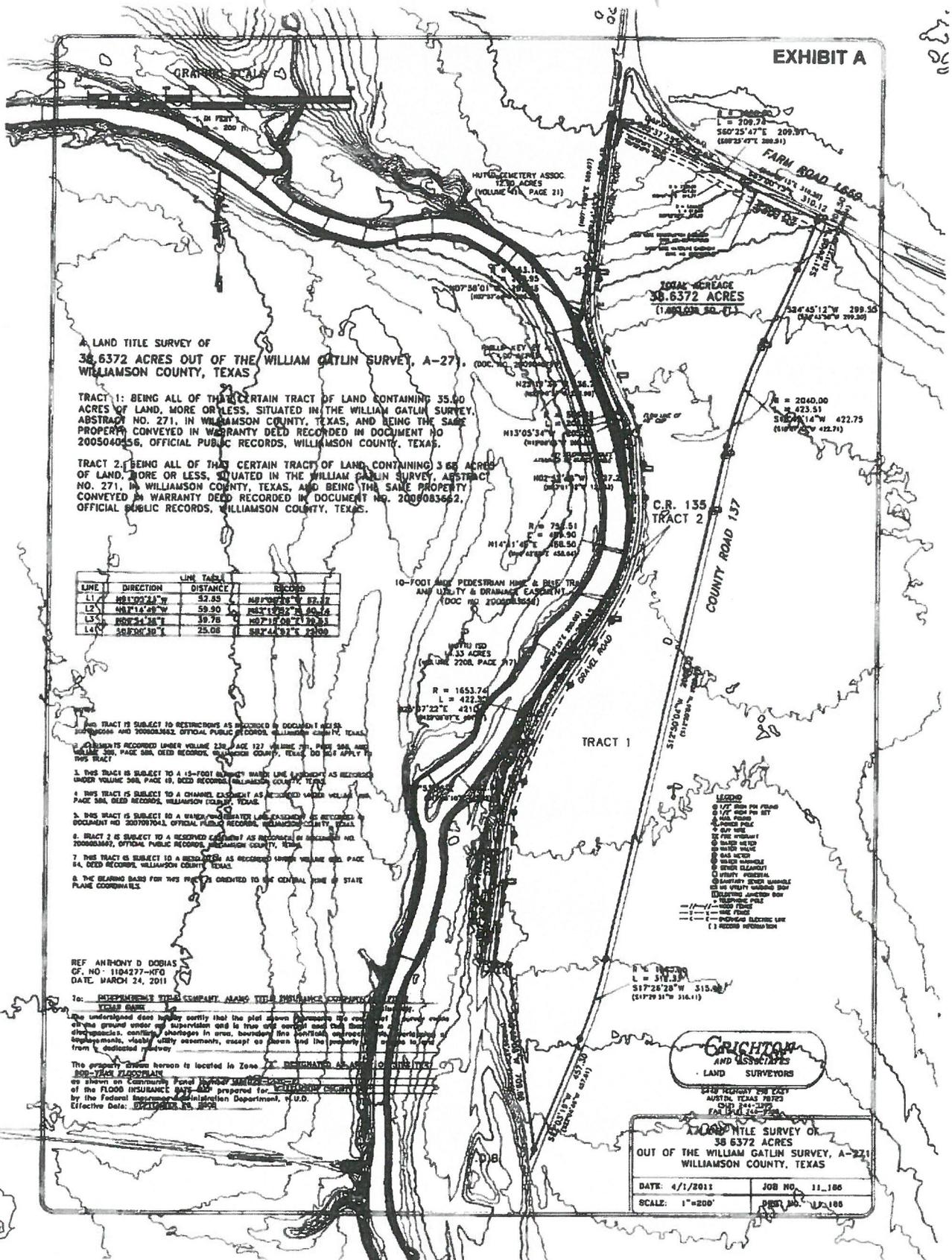
READ, PASSED and **ADOPTED** on first reading of ordinance this **7th** day of **December, 2017** at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

Attest:

Lucretia Alvarez, City Secretary



**A LAND TITLE SURVEY OF
38,637.2 ACRES OUT OF THE WILLIAM GATLIN SURVEY, A-271,
WILLIAMSON COUNTY, TEXAS**

TRACT 1: BEING ALL OF THAT CERTAIN TRACT OF LAND CONTAINING 35.00 ACRES OF LAND, MORE OR LESS, SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 271, IN WILLIAMSON COUNTY, TEXAS, AND BEING THE SAME PROPERTY CONVEYED IN WARRANTY DEED RECORDED IN DOCUMENT NO 2005040556, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

TRACT 2: BEING ALL OF THAT CERTAIN TRACT OF LAND CONTAINING 3.63 ACRES OF LAND, MORE OR LESS, SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 271, IN WILLIAMSON COUNTY, TEXAS, AND BEING THE SAME PROPERTY CONVEYED IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2009083662, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

LINE	DIRECTION	LINE TABLE	RECORD
L1	S81°07'23"W	57.55	ABSTRACT 271, PAGE 17
L2	S81°14'07"W	59.90	ABSTRACT 271, PAGE 18
L3	S80°24'38"E	39.76	ABSTRACT 271, PAGE 19
L4	S87°04'30"E	25.08	ABSTRACT 271, PAGE 20

- THIS TRACT IS SUBJECT TO RESTRICTIONS AS RECORDED IN DOCUMENT NO. 2005040556 AND 200808282, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
- RESTRICTIONS RECORDED UNDER VOLUME 238, PAGE 127, VOLUME 271, PAGE 208, AND VOLUME 308, PAGE 384, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT APPLY TO THIS TRACT.
- THIS TRACT IS SUBJECT TO A 15-FOOT EASEMENT UNDER LINE 4 AS RECORDED UNDER VOLUME 308, PAGE 19, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
- THIS TRACT IS SUBJECT TO A CHANNEL EASEMENT AS RECORDED UNDER VOLUME 308, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
- THIS TRACT IS SUBJECT TO A WAREHOUSE EASEMENT AS RECORDED IN DOCUMENT NO. 200707042, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
- TRACT 2 IS SUBJECT TO A RECORDED EASEMENT AS RECORDED IN DOCUMENT NO. 2009083662, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
- THIS TRACT IS SUBJECT TO A RESTRICTION AS RECORDED UNDER VOLUME 308, PAGE 14, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
- THE BEARING BASE FOR THIS TRACT IS ORIENTED TO THE CENTRAL LINE OF STATE PLANE COORDINATES.

REF ANTHONY D DOBIAS
CF. NO. 1104277-KFO
DATE MARCH 24, 2011

To: **WILLIAMSON COUNTY, TEXAS**

The undersigned does hereby certify that the plat shown hereon is a true and correct copy of the ground under his supervision and that the same is in accordance with the original field notes, field books, and other documents, maps, utility easements, except as shown and the property is to be divided from the adjoining survey.

The property shown hereon is located in Zone _____, DESIGNATED AS _____ OF _____.

500-YEAR FLOODPLAIN
as shown on Contouring Flood Hazard Insurance Map of the FLOOD INSURANCE RATE MAP prepared for Williamson County, Texas by the Federal Insurance Administration Department, U.S.D. Effective Date: 07/21/2008, 05, 2008

**CRICHTON
AND ASSOCIATES
LAND SURVEYORS**

**A LAND TITLE SURVEY OF
38,637.2 ACRES
OUT OF THE WILLIAM GATLIN SURVEY, A-271,
WILLIAMSON COUNTY, TEXAS**

DATE: 4/1/2011 JOB NO. 11_186
SCALE: 1"=200' SHEET NO. 11_186

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

**WRITTEN REPORT AND
AMENDED DEVELOPMENT PLAN
FOR
THE NARROWS
PLANNED UNIT DEVELOPMENT (the "PUD")**

1. DEFINITIONS

Except as defined herein, words and terms used herein shall have the meaning as defined in the Unified Development Code ("UDC") in effect as of October 2017. Any word or term not defined in the UDC shall have the usual and customary meaning.

2. PROPERTY

The Narrows Planned Unit Development (the "PUD" or the "Plan") covers approximately 38.68 acres of land located within the city limits of Hutto, Texas, and being more particularly described in **Exhibit A Property Description** (the "Property").

3. APPLICABILITY OF CITY ORDINANCES

3.1 Zoning

The base zoning districts for the PUD is B-2 (General Commercial). All UDC standards in effect as of February 2017 shall apply to the PUD except as and to the extent set forth in or in conflict with the Plan. The Property shall be regulated for purposes of zoning by the Plan. All uses and development within the Property shall generally conform to the Plan as set forth herein.

3.2 Other Ordinances

All other ordinances and all other provisions of the UDC in effect as of October 2017 shall apply to the Plan except as and to the extent set forth in or in conflict with the Plan.

4. CONCEPT

The concept for the PUD is a development that integrates a mixture of light industrial, commercial, residential, and open space, consistent with best planning principles and vision. Open spaces form a pedestrian hike and bike trail which provides connectivity to future city greenbelts.

5. APPLICATIONS AND PERMITTING

Applications for plats, plans, and permits for and within the Project shall include all required elements for submittal as identified in the Code and shall identify any required elements of the Plan within the application(s).

6. DEVELOPMENT AREAS

6.1 PUD Concept Plan

The contemplated elements of the PUD are depicted on **Exhibit B PUD Conceptual Plan**.

6.2 Development Phasing

Development of any portion of the Project may be implemented at any time, following the submittal and the approval of the initial site plan for the proposed development meeting the requirements of the Code and this Plan.

7. PERMITTED USES AND LIMITATIONS

7.1 Permitted Uses

Permitted uses shall conform to **Exhibit C The Narrows Permitted Uses**.

7.2 Additional Limitations

Self-Storage uses shall be located a minimum of 300 feet from FM 1660 South and provide additional screening from CR 137. To the extent practical, the screening shall be a minimum 15 percent above the Code requirements for self-storage facilities as listed in the UDC Section 10.411.4.

8. SITE DEVELOPMENT REGULATIONS

Site development regulations are established in Chapter 4 and other applicable sections of the UDC. Water quality treatment is required for any Light Industrial Uses within the Project. Water quality treatment shall consist of best management practices that are designed in accordance with the Texas Commission on Environmental Quality Technical Guidance Manual provided that no structural control shall require a clay liner.

9. BUILDING ARCHITECTURE

Architectural visual standards shall follow those outlined in Section 10.406 in the UDC, except for Self-Storage which shall follow Sections 10.406 and 10.411.4. Self-Storage will have no door openings facing CR 137 and FM 1660 South.

10. COMPATIBILITY STANDARDS

Within the boundaries of the PUD, the following compatibility standards are established as the only compatibility standards applicable to commercial and other permitted uses. Compatibility standards shall not apply on a residential use to residential use basis, and shall not apply to any commercial or civic use except as and to the extent set forth below:

- (A) A vegetative buffer area at least 10 feet wide shall be provided and maintained between residential use areas and areas that include the following commercial uses: commercial off-street parking, consumer repair services, and food preparation. This vegetative buffer area

shall be measured from the property line of the residential use area to the nearest building in the commercial use area.

- (B) A vegetative buffer area at least 25 feet wide shall be provided and maintained between residential use areas and areas that include the following commercial uses: drive-through services, and service station. This vegetative buffer area shall be measured from the property line of the residential use area to the nearest building in the commercial or civic use area.
- (C) All other required buffer areas shall conform to Section 10.403.6 of the UDC.
- (D) Building heights shall not exceed three (3) stories.
- (E) Detention/water quality ponds do not require screening or fencing.

11. UTILITIES

If approved by the City, common trenches, which provide safe separation distances, are allowed.

Except for electrical transmission lines and temporary overhead lines installed for temporary construction site offices, utilities shall be located underground. Newly constructed electric, water, wastewater, telephone, natural gas, cable television and telecommunications utility lines constructed within the PUD will be underground (excluding above-ground connections and associated utility facilities which are commonly constructed above-ground in conjunction with underground utility lines as determined by City staff). Above ground utility facilities shall be located away from or screened from predominant public view, and must be approved by City staff.

12. PARKING REQUIREMENTS

Off-street parking and loading requirements for development in the PUD shall comply with Section 10.405 in the UDC provided that there shall be no restrictions to the allowed maximum parking. Shared parking will be allowed within the PUD provided that the reduction does not exceed 10 percent of the required parking, subject to verification by the Planning Director.

13. STREETS

13.1 Private Interior Drives

Development within the PUD may include private interior drives which serve the Project. Private interior drives, if any, shall be maintained by the property owners and shall comply with all City fire and emergency regulations. All private interior drives shall be a minimum width of twenty (20) feet provided that they meet all fire department and UDC requirements

13.2 Sidewalks

Sidewalks shall be required along both sides of all public streets within the PUD. These sidewalks shall have a minimum width of five (5) feet. Sidewalks along CR 137 shall be separated from CR 137 by a tree lawn of 5 feet minimum. The required tree lawn and associated landscaping must meet the requirements of the UDC, Section 10.407.

13.3 Public Driveways

All driveways onto public roadways shall conform to Section 10.511.12 of the UDC.

14. LANDSCAPING AND PRIVATE OPEN SPACE PLAN

14.1 Landscaping Requirements

Landscaping requirements for this PUD shall comply with Section 10.407 of the UDC. A Landscape Buffer of at least fifteen (15) feet will be provided along all Rights-of-Way. Parking within the Landscape Buffer shall be prohibited. Access drives and above-ground utilities may not encroach into the Landscape Buffer without City staff approval.

14.2 Common Open Space

Any residential or multifamily use shall comply with Common Open Space requirements in Section 10.404 of the UDC.

- (A) Common Open Spaces within or abutting public streets which provide linear greenways, pedestrian connectivity or pedestrian activity areas may also be considered for private open space lots. License agreements for private open space located in street ROW and for open space improvements above and beyond the 15-foot requirement, and agreements for use regulations, security and other matters may be entered into with the City.
- (D) Common Open Spaces may include improvements such as trails, lighting, park benches, landscaping, irrigation and accessory buildings and structures such as gazebos. Access to open spaces for police, fire or ambulance emergency vehicles will be provided. The Property Owners Association (the "POA") may adopt rules and regulations regarding public access, permitted uses, security (policing) and maintenance responsibilities for Private Open Spaces. All private open spaces will meet the minimum requirements for open space as defined in UDC Section 10.404.3.
- (E) All Common Open Spaces and structures thereon shall be conveyed, owned and maintained by the POA or another responsible entity approved by the Director. Each Private Open Space lot shall be restricted to the uses specified on the final plat of the lot that includes such space.
- (F) Common Open Spaces will not be used as temporary or permanent dumps, storage or staging areas except on a City staff approved interim basis during construction if adequately screened and located in an area that will not impact adjacent residents or employment uses.

15. PARKLAND DEDICATION

No land is contemplated to be dedicated for public parkland within the PUD and the requirements of Section 10.5.509 of the UDC are satisfied with the adoption of the Plan. Additional requirements as shown on **Exhibit B** are outlined below:

- (A) At the time of platting of any lot within the PUD that is adjacent to Brushy Creek, an additional trail easement will be dedicated contiguous with the existing ten (10) feet trail easement, such that the maximum width of the Trail Easement shall be thirty (30) feet. The width of the trail easement shall be 30 feet along the entire development area adjacent to Brushy Creek.
- (B) Any residential or multifamily use shall be required to construct an eight (8) feet wide concrete public trail within the easement. .
- (C) A minimum of three public access points shall be provided and include a 5 feet wide public concrete sidewalk that provides connectivity to CR 137 or the adjacent development. Any residential or multifamily use shall also provide at least one private connection point which may be allowed to be secured to reduce public access to the development .
- (D) Any fences located along the trail easement shall be constructed of masonry, concrete, or wrought iron.

16. TREE PRESERVATION AND TREE PROTECTION PLAN

Existing groupings of trees shall be protected and incorporated within each subdivision plat, site plan, and mitigation plans as per UDC Sections 10.407.8 and 10.407.9. To the extent practical, grading or any disruption of the soil shall not be permitted within the drip line of existing trees, and drainage patterns shall not be altered in such a way as to threaten the future viability of existing trees.

17. SIDEWALKS AND DISPLAY AREAS

Each development shall provide pedestrian connectivity where feasible with an interconnected system of sidewalks on both sides of all public streets. Off-street pathways shall be provided where necessary to complete connectivity gaps. Sidewalks may be located outside the street right-of-way provided they are located in a public use easement shown on the subdivision plat of the affected lot. Alternative surface materials, such as decomposed granite gravel, may be substituted for concrete sidewalks with the approval of the City Engineer.

Outdoor display is display of items actively for sale. Outdoor display may be located adjacent to principal buildings, does not block windows, entrances or exits and does not impair the ability of pedestrians to use required sidewalks. Outdoor displays are permitted in private open space lots and within yards. Outdoor displays shall be permitted in a public street only for special events and with the appropriate City permits. The site plan for each commercial use area shall include the approximate locations of any outdoor display areas.

18. OUTDOOR STORAGE, SERVICE, AND LOADING AREAS

The noise level of mechanical equipment on any lot shall comply with the current City noise ordinance.

No outdoor storage areas or service or off-street loading areas may be located within twenty five (25) feet of any public street, public sidewalk which excludes any sidewalk or trail contemplated in Section 15, or residential use, unless and except as required under the Americans with Disabilities Act or the Texas Accessibility Standards, or unless approved by the Director. Screening for equipment, service and storage areas shall comply with the applicable screening requirements set forth in the UDC, Sections 10.406.1.8 and 10.411.4.6. Permanent exterior equipment located in a Light Industrial development must be screened from public view. Any overnight parking of large trucks in a Light Industrial Development is allowed as an accessory use and shall be located in rear of property and screened.

19. SITE LIGHTING

Alternative street lighting standards designed to aesthetically enhance the PUD may be utilized with the approval of the Director. The use of laser source light or any similar high intensity light, including searchlights for outdoor advertising or entertainment is prohibited. Light equipment selections and lighting design shall avoid, to the extent practical glare, light trespass and light pollution, except that a low level, decorative light source may be open and is not required to be concealed within an opaque housing.

- (A) Lighting layout shall be coordinated with proposed landscaping and existing trees to maximize light distribution and avoid conflicts.
- (B) Light fixtures shall be designed and lamped for both pedestrian and vehicular purposes. Parking lot lighting shall meet applicable Code standards, and shall be designed to reduce light pollution.
- (C) Low pressure sodium lighting is permitted.
- (D) Developer will provide adequate lighting along pedestrian and trail connections as per UDC Section 10.409.

20. SIGNAGE PLAN

Signage regulations shall comply with Section 10.410 of the UDC.

21. ROADWAY IMPROVEMENTS

Roadway improvements are to be made as stated in the Traffic Impact Analysis (TIA) acceptance memo dated May 16, 2012 by Rebecca Bray, P.E. of Brown & Gay Engineers, Inc. For any residential or multifamily project, the City Engineer may require additional pedestrian crossings along CR 137 for connectivity to the existing school tract on CR 137. In addition, the City Engineer shall have the authority to waive any requirement of the TIA that are deemed to be inappropriate or unnecessary.

The Owner of each tract or lot within the PUD that is adjacent to CR 137 (Future Minor Arterial) shall dedicate a maximum of 15 (fifteen) feet of right-of-way in conformance with the City's 2011 Thoroughfare Plan at the time of platting. Upon request by the City, the Owner of each tract or lot shall dedicate the required right-of-way prior to platting and the dedication will not be unreasonably withheld provided that the roadway improvements shall begin construction within 24 months of the dedication.

No additional traffic studies or improvements shall be required for any development within the PUD, subject to review by the City Engineer.

22. ENVIRONMENTAL PROTECTION

The overall impervious cover within the PUD shall not exceed 75% of the total gross land area within the PUD. An impervious cover tracking table shall be submitted with each residential final plat and each commercial and industrial site plans.

Trails will meet the standards of the Williamson County Trails Master Plan. The use of decomposed granite gravel shall be considered pervious cover, however, its use is discouraged.

23. AMENDMENT

23.1 Minor Changes

Technical, site planning or engineering considerations that meet the intent of this PUD may call for minor deviations from the approved PUD. As determined by the Planning Director or the City Engineer minor deviations may be approved if they promote flexibility in design and are consistent with the intent of the original or subsequent PUD approvals.

23.2 Major Changes

All changes to the Plan or any Exhibit not permitted under applicable Code provisions or Section 23.1 above shall be resubmitted following the procedure required for the original PUD approval. The request for an amendment to the PUD Ordinance shall not subject the entire application to public hearing, but only that portion necessary to rule on the specific issue requiring the relief.

24. CONFLICTS AND APPEALS

24.1 Conflicts

The provisions of the Plan shall apply to and control development within the PUD. In the case of a conflict between this PUD and City regulations, the most restrictive language shall apply.

24.2 Appeal of Administrative Decisions

Administrative decisions provided for in the Plan or otherwise affecting the PUD (such as decisions by the Director) may be appealed per the UDC Section 10.203.1.

25. EXHIBITS

All schedules and exhibits referred to in or attached to the PUD are incorporated into and made a part of the PUD for all purposes.

LIST OF EXHIBITS

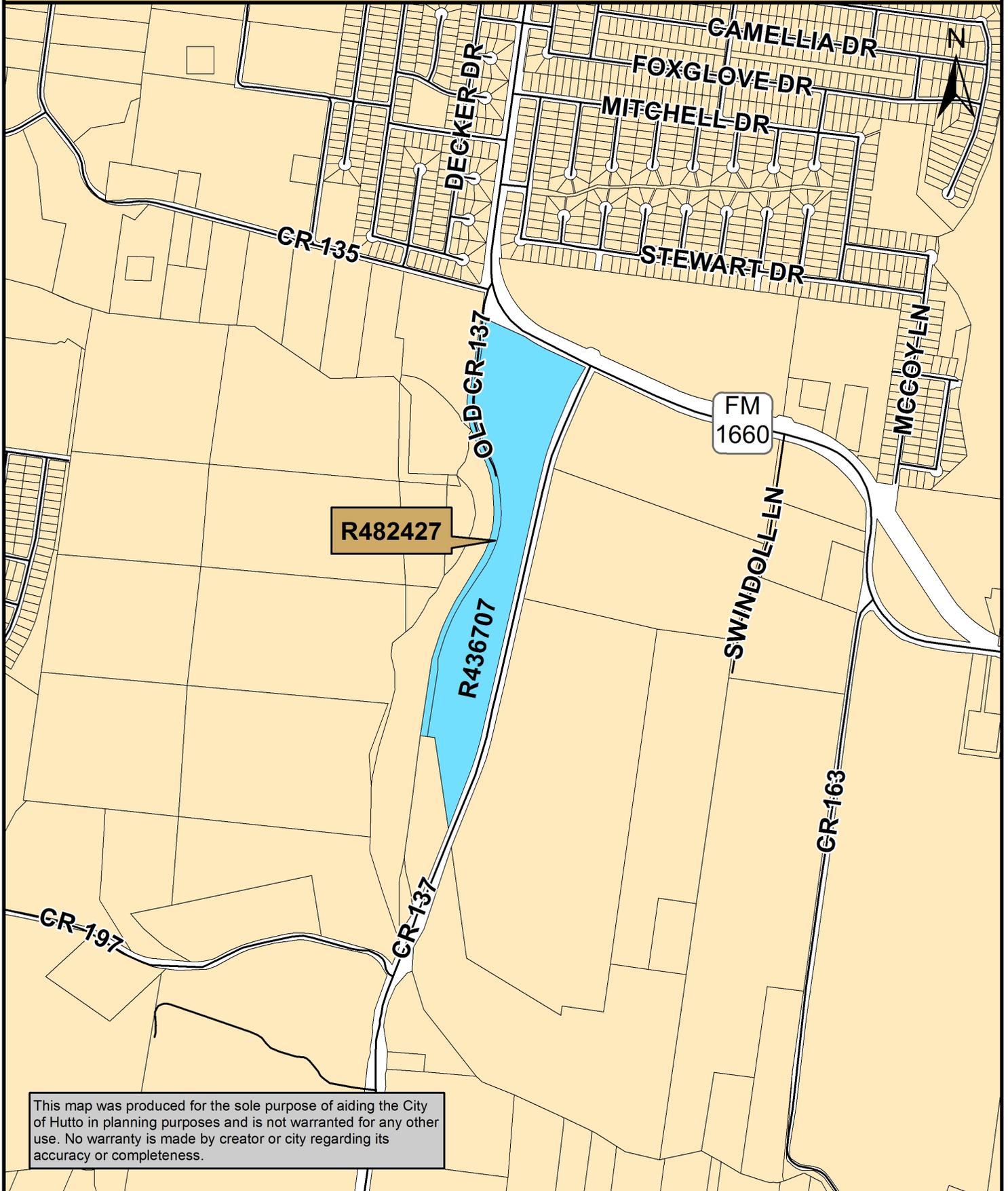
Exhibit A: Property Description

Exhibit B: PUD Concept Plan

Exhibit C: The Narrows Permitted Uses

EXHIBIT A – PROPERTY DESCRIPTION

Narrows PUD Amendment (38.68 Acres)



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

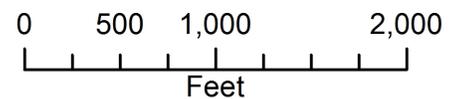
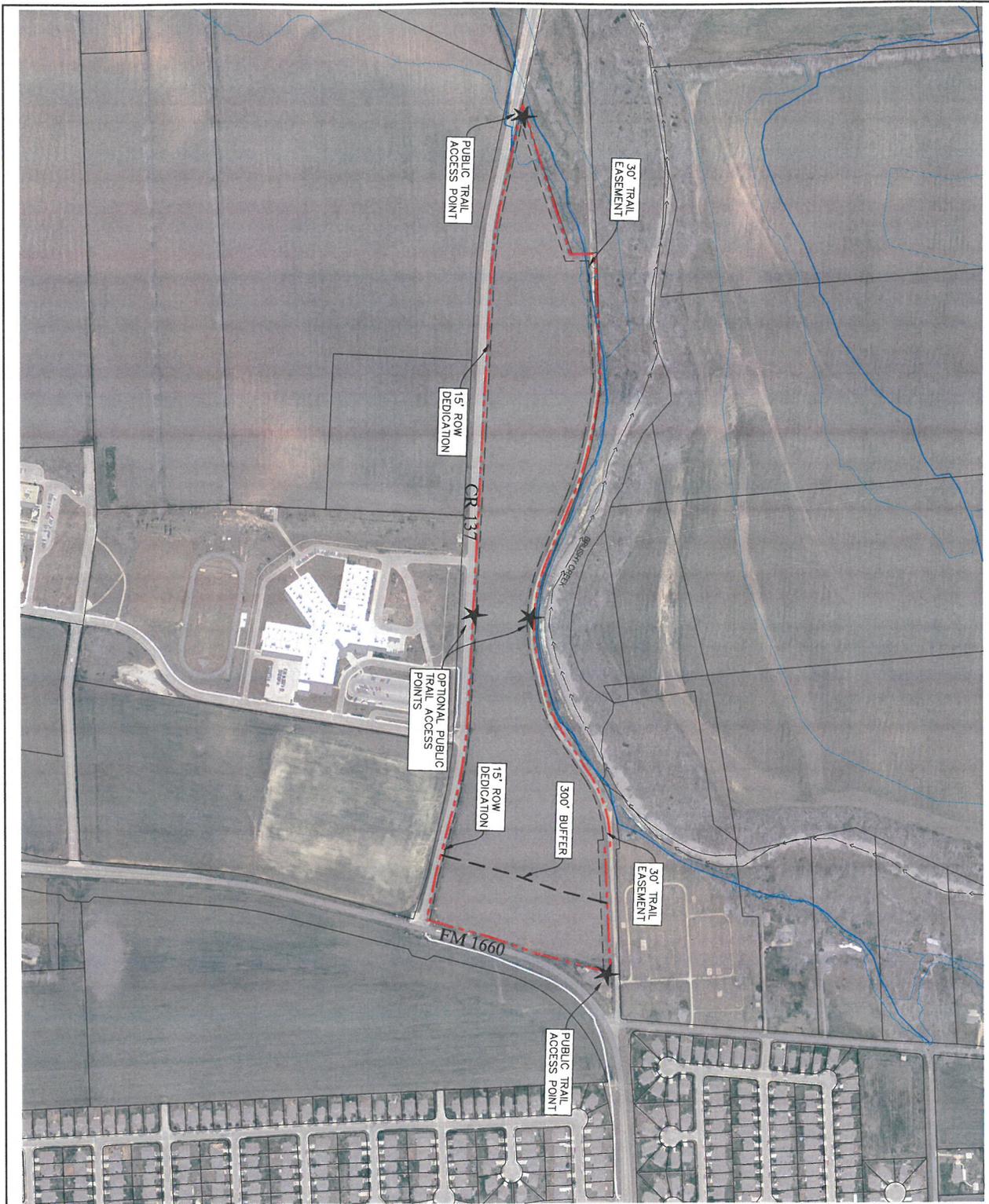


EXHIBIT B – PUD CONCEPT PLAN



SCALE IN FEET
 200
 100
 0

LEGEND
 - - - - - SUBJECT PROPERTY
 - - - - - PROPERTY LINES
 - - - - - CURRENT 100 YEAR FLOODPLAIN
 - - - - - PROPOSED DRAIFT 100 YEAR FLOODPLAIN

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: SEPTEMBER 2017
Project No.

EXHIBIT B
PUD CONCEPT PLAN

THE NARROWS
PLANNED UNIT DEVELOPMENT
HUTTO, TEXAS

360 PROFESSIONAL SERVICES, INC.
 TEXAS REGISTRATION #4932
 P.O. BOX 3878
 CEDAR PARK, TEXAS 78630
 PHONE (512) 254-6862
 FAX (512) 900-7962

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EXHIBIT C – NARROWS PERMITTED USES

THE NARROWS ZONING AND PERMITTED USE TABLE	
UDC DEFINED USES	PERMITTED USES
<i>RESIDENTIAL USES</i>	
Assisted living facility	P
Boarding and rooming house	-
Dwelling: live-work	P
Dwelling: accessory unit	`
Dwelling: manufactured	-
Dwelling: multiple unit	P
Dwelling: single household attached (townhouse)	P
Dwelling: single household detached	P
Dwelling: single household village	P
Dwelling: single household zero lot line	P
Dwelling: two to four household	-
Group home	C
Halfway house	S
Independent living facility	P
Manufactured home park	-
Nursing home	P
<i>COMMERCIAL AND RETAIL USES</i>	
Adult oriented use	-
Bakery: retail	P
Bank	P
Campground, recreational vehicle park	-
Car wash	P(1)
Club/lodge facility	P
Convenience store	P
Convenience store: with gasoline sales	P(2)
Day care: child (1-6 children)	P
Day care: child (greater than 6 children)	P
Day care: adult (1-4 persons)	P
Day care: adult (greater than 4 persons)	P
Day care: pet	P
Day labor agency	-
Entertainment facility, theater	P
Farm product sales	P
Food catering	P
Funeral home	P
Gas station	P(2)

Grocery store	P
Indoor recreation facility	P
Instructional facility	P
Kennel	P(3)
Large item sales and rental: class 1	S
Large item sales and rental: class 2	S
Large item sales and rental: class 3	S
Lodging establishment	P
Lodging establishment: bed and breakfast	P
Manufactured home sales	-
Nightclub	S
Office: medical	P
Office: special medical	S
Office: professional	P
Outdoor recreation facility	P
Personal and business service shop	P
Print shop	P
Restaurant, bar	P
Retail store (no more than 5,000 sq. ft.)	P
Retail store (greater than 5,000 sq. ft.)	P
Special services	-
Travel plaza, truck stop	-
Vehicle auction	-
Veterinary clinic	P
<i>INDUSTRIAL USES</i>	
General industrial use	-
Heavy industrial use	-
Junkyard	-
Light industrial use	P
Research laboratory	P
Self-storage facility	P(4)
Trade use	P
Vehicle minor repair facility	P
Vehicle major repair facility	S
Vehicle storage facility	S(5)
Warehouse and distribution facility	P

INSTITUTIONAL AND CIVIC USES

Amenity center	P
Aquatic facility	P
Athletic facility	P
Cemetery	-
Community facility	P
Golf course	-
Hospital	P
Park	P
Park and ride lot (as principal use)	S
Place of worship or assembly	P
Public utility substation	S
School: no more than 5 students	P
School: at least 6 students	P

TEMPORARY USES

Construction equipment storage lot	P
Construction field office	P
Garage sale	P
Model home / lot sales	P
Portable storage container	P
Temporary building	P

ACCESSORY USES

Antenna, radio hobbyist (no more than max hgt in district)	C
Antenna, radio hobbyist (greater than max hgt in district)	S
Antenna, non-residential use: no more than 15 ft. above roofline	C
Antenna, non-residential use: other	S
Wireless facility: attached	P(6)
Wireless facility: concealed	P(6)
Wireless facility: freestanding	P(6)
Donation drop-off box	S
Drive through facility	P
Home occupation	P
Residential accessory structure	P
Satellite dish	C
Swimming pool	P
Vending machine (outdoor)	P
Free-standing cisterns	P
Wind energy system	S

PUD Notes

- 1) Carwashes are permitted as an accessory use to a convenience store or other retail use. A Special Use Permit is required for any other car washes.
- 2) A Convenience Store with Gas Sales or Gas Station shall be limited to a maximum of (12 Multiple Pump Dispensers (MPD)) and shall be located a minimum of 300 feet from another Gas Station.
- 3) A Kennel as an accessory use to a Pet Day Care or Veterinary Clinic is a permitted use. A free standing Kennel shall require a Special Use Permit.
- 4) The PUD shall be limited to a combined maximum of 240 Units of Self Storage with a maximum of 80 Units allowed per story.
- 5) Vehicle Storage shall maybe allowed as an accessory use provided that the storage area is screened from FM 1660 and CR 137 and shall require a Special Use Permit.
- 6) The maximum height of a wireless facility shall be 40 feet, and shall not be a primary use in a Residential Area.



Staff Report

Mayor
Doug Gaul

Mayor Pro-tem
Paul Hines, Place 2

Council Members
Scott Rose, Place 1
Nathan Killough, Place 3
Timothy Jordan, Place 4
Lucio Valdez, Place 5
Terri Grimm, Place 6

City Manager
Odis Jones

October 23, 2017

To: Planning & Zoning Commission

SUBJECT: Narrows PUD Zoning amendment

Description:

The Narrows is a 38.68 acre site located at the southwest intersection of FM 1660 South and CR 137, and proceeding south along CR 137.

Owner:

BJI, Inc., attn: Anthony Daniels

SUMMARY OF REQUEST:

The developer of the property wishes to amend the existing Planned Unit Development standards, to allow more flexibility for non-residential development. The proposed amendment will address the following items:

- 1) Updated references to the City's current Unified Development Code (UDC)
- 2) Removal of detailed concept plan, which limited flexibility and development of the property
- 3) Updated the allowed land uses, providing additional mixed use opportunities with a focus on commercial opportunities
- 4) Traffic improvements including CR 137 dedication
- 5) Parkland/open space requirements including trail dedication along Brushy Creek

Item 1 is a simple update that allows a potential developer to identify what Development Regulations apply to this site. The previous PUD language was not clear on this item.

Item 2 removes the detailed concept plan that was attached to the original PUD. This concept plan was extremely detailed, including which parcels could be commercial, multi-family, or office/warehouse. These uses and size restrictions were established without a developer, so the site remained undeveloped as the restrictive language did not allow potential developers to

create their signature product. The language of the PUD also did not allow flexibility to the size of the development types, so a potential developer was limited to specific areas of the site and also specific square feet of development.



By removing the development areas and the associated concept plan, a potential developer can locate anywhere within the boundary of the PUD. The uses that were allowed in the original PUD and are allowed in the amended PUD now have the flexibility to design a product for the current market, or to locate in an area better suited to their needs.

Permitted Uses

Development Areas must follow the permitted uses of their respective zoning districts as outlined in Section 3.1 with the exception of those prohibited uses listed in Section 7.2.

Prohibited Uses

The following uses, as defined in the UDC, shall be prohibited: Adult-oriented businesses, car washes, vehicle repair businesses, and vehicle storage facilities, Large Item Sales & Rentals – Class 1 & 2, and Special Services. Car Wash may be used as accessory use to Convenience Store. Manufacturing use in Development Area 3 is limited to Indoor Manufacturing only (no Chemical Manufacturing). Any chemical materials must be stored internally. Any use that is not allowed in B-2, MF, or LI shall be prohibited.

This is the original PUD language on permitted and prohibited uses. The original PUD has Development Areas with limited permitted uses, which did not allow the flexibility needed to attract developers. The prohibited uses language remains the same.

The updated land use chart is attached. Staff and the applicant went through the original PUD document, confirming which uses were appropriate for this area, and which uses may need

additional review and conditions. The first three columns detail what is allowed under the original PUD language, in each of the original development areas. The fourth column is a comparison of the uses allowed in the original PUD. The last column details the proposed uses and their associated notes, as amended.

There are some residential uses allowed in the amended PUD that were not allowed in the original development regulations. Specifically, Single Family Detached, Village, and Zero Lot Line were added to the permitted uses.

The allowed uses within the business, manufacturing and light industrial areas remain the same, with additional conditions placed on self-storage, convenience stores with gas pumps, and car washes. For example, the applicant was originally allowed 80 units of self-storage, on one lot only. Now the applicant can bring in additional storage units up to 240 by going vertical, as long as there a maximum of 80 units on each floor. The development is required to install additional landscaping around all proposed self-storage buildings, and any proposed buildings must meet the development standards as listed in the UDC.

Please see the Notes section on Page 4 of the attached Comparison Table. The Notes section details the additional review needed for specific land uses.

Traffic improvements are listed in the original PUD's Traffic Impact Analysis (TIA). The City has updated their Thoroughfare Plan since the original PUD, and now an additional fifteen feet (15') of right-of-way along CR 137 is required. In exchange for the additional dedication, the applicant is requesting that they do not have to update the original TIA. City staff is in agreement that the additional right-of-way, plus the original TIA requirements, are satisfactory.

ROADWAY IMPROVEMENTS

Roadway improvements are to be made as stated in the Traffic Impact Analysis (TIA) acceptance memo dated May 16, 2012 by Rebecca Bray, P.E. of Brown & Gay Engineers, Inc. Pedestrian safety crossing (i.e. HAWK installation) to be installed at the main entrance to Development Area 2, or closest entrance into the amenity center.

The original PUD did not require parkland dedication. Private parkland, or open space, was required with any multi-family development in the defined development area. In the amended PUD, the developer of any residential development must provide private parkland or open space for that residential development, but would not have to dedicate public parkland. The trail easement is still required with development in this PUD, and will be installed by the developer. A minimum of three access points to the trail are required for the whole site, with specific access points to be determined at the time of development.

PARKLAND DEDICATION

No land is contemplated to be dedicated for public parkland within the PUD. A minimum of three (3) acres of private parkland, including active recreation areas (which may include amenity center area), must be provided in Development Area 2. An additional thirty (30) foot trail easement is to be dedicated contiguous with existing ten (10) foot trail easement in Development Areas 1 and 2. A trail conforming to Williamson County Park Trail Requirements is to be constructed in the trail easement at the time Development Area 2 is constructed. A six (6) foot wrought iron fence with gates for emergency access is to be constructed along the outer edge of the trail easement at the time Development Area 2 is constructed. A six (6) foot wrought iron fence shall be construction along the thirty (30) foot buffer of the self-storage in Development Area 3. There will be provided two (2) access gates per Development Area in the wrought iron fence.

Original PUD language regarding parkland or open space requirements, and the trail easement.

STAFF RECOMMENDATION:

The Planned Unit Development (PUD) process and zoning designation allows creativity, innovation and flexibility in land use, density, site planning and design for a parcel that would result in a project more appropriate and desirable than what would result from strict application of the UDC. Development standards are required for a parcel that would be developed as a PUD. Staff has reviewed the proposed PUD amendments against the original PUD and the required criteria.

1. *The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.*

The PUD amendment is consistent with desired flexibility guidelines of a Form Based Code district, yet provides additional guidelines and regulations to promote a walkable, mixed-use neighborhood. The proposed development is across the roadway from a platted SmartCode single family neighborhood and a school.

2. *The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.*

The uses and standards within the proposed PUD amendment seek to build upon the Narrow's existing regulations, but allow flexibility. The amendment language does not remove the required Brushy Creek trail easement, which will enhance the walkability of the area once completed.

3. *The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.*

The PUD requires the installation of a trail along Brushy Creek, providing connectivity to the City's regional open spaces.

- 4. The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development of the site.*

This PUD combines a mixed-use development with active open space and design guidelines to provide a cohesive, pedestrian-oriented district.

- 5. The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.*

The proposed development could be a mixed use development located in an area of the community that is preparing for growth. It does not appear that development will negatively affect the health, safety, and general welfare of the community.

- 6. The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.*

Existing infrastructure will serve the site, with extensions as needed provided by the developer.

- 7. The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.*

The proposed PUD, which could be denser than development allowed under current PUD standards, will not have a greater burden on city services.

- 8. PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.*

The PUD amendment does not vary the architectural design requirements or signage sections of the UDC. The amendment does provide additional landscaping standards, above the requirements of the UDC. The overall development will be compatible with adjacent developments, and will conform to city design standards.

All property owners within 200 feet have been notified by mail of the proposed zoning change.

Notice was published in the Taylor Daily Press. Notice has also been posted on the City of Hutto website.

STAFF RECOMMENDATION:

Staff finds that the proposed amendments to the existing Narrows Planned Unit Development meet the intent of all provisions for PUD Review Criteria as listed in Section 10.203.10.3 of the UDC. Therefore, staff recommends that the Commission recommend approval of the proposed amendments to City Council.

If you have any questions, please contact Carolyn Horner, AICP at (512) 759-5960 or by email at carolyn.horner@huttotx.gov.

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 9A. **AGENDA DATE:** December 07, 2017

PRESENTED BY: Matthew Rector, PE, CFM, City Engineer

ITEM: Consideration and possible action on a resolution authorizing the City Manager to engage an engineering firm for the Wastewater Master Plan.

STRATEGIC GUIDE POLICY: Infrastructure & Growth

ITEM BACKGROUND:

Currently the City of Hutto is relying on the Regional Wastewater Study that was completed in 2012. The City continues to experience rapid growth and needs to ensure that the infrastructure is being designed, constructed, operated, and maintained to facilitate that continued growth. As a result the City Council approved \$175,000 for a Wastewater Master Plan as part of the FY 2017 CIP.

The City Council approved the award of a contract to a firm in September, however, certain events have required that we find a different firm to undergo this effort.

BUDGETARY AND FINANCIAL SUMMARY:

The contract is for \$151,520.00.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

Staff recommends the award of the contract to DCS Engineering.

SUPPORTING MATERIAL:

1. [Resolution](#)
2. [Contract](#)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH DCS ENGINEERING LLC FOR THE 2017 WASTEWATER MASTERPLAN.

WHEREAS, the City of Hutto has recently relied on a regional Wastewater Masterplan, and;

WHEREAS, the City of Hutto continues to experience rapid growth, and;

WHEREAS, the City of Hutto desires to ensure that all of the growth is adequately served and accounted for in future decisions, and;

WHEREAS, the City of Hutto wishes to engage DCS Engineering LLC to evaluate the existing infrastructure, project future growth, and determine the most economical methods to improve or construct the necessary infrastructure.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS THAT, the Hutto City Council hereby authorizes the City Manager to enter into a professional services contract not to exceed \$151,520.00 with DCS Engineering LLC to provide engineering services for the Wastewater Masterplan update and to execute change orders up to 20% of the original amount.

CONSIDERED and RESOLVED on this the 7th day of the month of **December, 2017**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Seth Gipson, City Secretary

CITY OF HUTTO
STANDARD PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered by and between the City of Hutto, Texas ("City") a Texas municipality, and DCS Engineering, LLC ("Professional").

Section 1) Duration

This Agreement shall become effective upon the date of the last signature and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2) Scope of Work

- A) Professional shall perform the Services as more particularly described in the Scope of Work in Exhibit "A", which is attached and incorporated by reference and made a part of this Agreement. The work as described in the Scope of Work is basic services and constitutes the "Project". Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.
- B) The Quality of Services provided under this Agreement shall be of the level of professional care, quality and skill normally exercised by Professionals regularly performing this type of service.
- C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D) The Professional may rely upon the accuracy of reports and surveys provide to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.
- E) Professional will advise City as to the necessity of City's providing or obtaining from others special data or special services required in connection with the Project (provided the data and services are not to be provided hereunder).

Section 3) Compensation

- A) The Professional shall be paid in the manner set forth in Exhibit "B" and as provided herein. However, nothing contained in this Agreement shall require City to pay for any work that is unsatisfactory as determined by City in its employee's reasonable judgment or which is not submitted in compliance with the terms of this Agreement. City will not be required to make any payments to Professional when Professional is in default under this Agreement, nor shall this paragraph constitute a waiver of any right, at law or in equity, which City may have if Professional is in default, including the right to bring legal action for damages or for specific performance of this Agreement. Waiver of any default under this Agreement by City shall not be deemed a waiver of any subsequent default.

- B) Billing Period: The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Professional's invoice in proper form and content. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- C) Reimbursable Expenses: Any and all reimbursable expenses related to the Project shall be included in the Scope of Work (Exhibit "A") and accounted for in the total contract amount. If these items are not specifically accounted for in Exhibit "A" they shall be considered a part of the total Agreement amount.

Section 4) Changes to the Project Work; Additional Work

- A) Changes to Work: Professional shall make such revisions to the Scope of Work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed Scope of Work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under the following paragraph.
- B) Additional Work: The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.
- C) Budget Limitations: It is expressly understood and agreed by Professional that additional compensation may require Hutto City Council approval and is subject to the current budget year limitation.

Section 5) Time of Completion

The prompt completion of the services under the Scope of Work is critical to the City. City has reviewed the Scope of Work and determined that the Scope of Work provides sufficient time for the Professional to perform the Scope of Work. Unnecessary delays in providing the Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days, work days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work and as specified in Exhibit C – Work Schedule.

Section 6) Insurance

- A) Before commencing work under this Agreement, Professional shall obtain and furnish to the City evidence of the following insurance to be maintained during the term of this Agreement and thereafter as required herein (See Exhibit D):
- 1) Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.
 - 2) Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this Agreement.
 - 3) General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.
 - 4) Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this Agreement by the Professional or its employees.
- B) Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.
- C) Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Section 7) Miscellaneous Provisions

- A) Subletting: The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.
- B) Ownership of Documents: Upon completion or termination of this Agreement, all final documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All final drawings, charts, calculations, plans, specifications, and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPATATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WIL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at the Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.
- C) Professional's Seal: To the extent that the Professional has a professional seal it shall be placed on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the work using the documents prepared by the Professional under the Scope of Work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for information purposes only and are not guarantees.
- D) Compliance with Laws: The Professional shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations effective at the time of this Agreement. When required, the Professional shall furnish the City with satisfactory proof of compliance.
- E) Independent Contractor: Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

- F) Non-Collusion: Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.
- G) Force Majeure: If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornadoes] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
- H) In the case of any conflicts between the terms of this Agreement and the wording contained within the Scope of Work, this Agreement shall govern. The Scope of Work is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8) Termination

- A) This Agreement may be terminated:
- 1) By the mutual agreement and consent of both Professional and City;
 - 2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
 - 3) By the City, immediately upon notice in writing to the Professional, as consequences of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner; or
 - 4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

B) If the City terminated this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing the work to date of termination, the value of the work that is nonetheless useable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Professional, the Professional shall be compensated for all basic and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9) Indemnification

Professional agrees to indemnify and hold the City of Hutto, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services goods performed or provided by Professional – expressly including those arising through strict liability or under the constitutions of the United States or Texas – BUT ONLY TO THE EXTENT ALLOWABLE by sec. 271.904(a) OF THE TEXAS LOCAL GOVERNMENT CODE AS APPLICABLE.

Section 10) Notices

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

If intended for City, all notices shall be addressed as follows:

City of Hutto
401 West Front Street
Hutto, Texas 78634

If intended for Professional, all notices shall be addressed as follows:

Mr. Darren C Strozewski, P.E.
1101 S. Capital of Texas Hwy, Bldg G-100

Austin, Texas 78746

Telephone Number: (512)614-6171

Section 11) No Assignment

Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12) Severability

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provision of this Agreement shall not be affected thereby.

Section 13) Waiver

Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14) Governing Law; Venue

This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Williamson County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Williamson County, Texas.

Section 15) Paragraph Headings; Construction

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16) Binding Effect

Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17) Gender

Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18) Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19) Exhibits

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20) Entire Agreement

It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the term of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21) Relationship of Parties

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22) Right to Audit

City shall have the right to examine and audit the books and records of Professional at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of the Agreement.

Section 23) Dispute Resolution

The parties agree that, prior to instituting any litigation or other proceeding arising from a dispute under this Agreement, the parties will first attempt to resolve the dispute by taking the following steps:

- 1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute.

- 2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute.
- 3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 24) Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire

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

Section 25) Prohibition on Boycotting Israel. Pursuant to Section 2270.002, Texas Government Code, CITY may not enter into a contract for goods or services unless the contract contains a written verification that the contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. By executing the House Bill 89 Verification Form, Exhibit C, attached hereto and incorporated herein for all purposes, CONTRACTOR verifies that CONTRACTOR does not boycott Israel or will not boycott Israel during the term of this Agreement.

Section 26) Engaging in Business with Sudan, Iran or Foreign Terrorist Organizations Prohibited. Pursuant to Section 2252.152, Texas Government Code, Contractor warrants, represents, and agrees that Contractor is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

EXECUTED on this the _____ day of _____, _____.

CITY:

PROFESSIONAL

By: _____
 Name: _____
 Title: _____

By: 
 Name: Darren C Strozewski, P.E.
 Title: Principal

LIST OF EXHIBITS ATTACHED

- | | |
|---------------|---------------------------|
| (1) Exhibit A | Scope of Work |
| (2) Exhibit B | Fee Schedule |
| (2) Exhibit C | Work Schedule |
| (4) Exhibit D | Certificates of Insurance |

EXHIBIT A SCOPE OF WORK

In accordance with the Professional Services Agreement for the Wastewater Master Plan Project between City and Engineer ("Agreement"), City and Engineer agree as follows:

Title: Wastewater Master Plan

PROJECT UNDERSTANDING

The City of Hutto is experiencing rapid growth with developers requesting new wastewater service on a daily basis. In addition, the City is considering a Certificate of Convenience and Necessity (CCN) swap with Jonah Water Special Utility District (SUD) where Hutto would gain additional wastewater service area. Since the Hutto Regional Wastewater Study was completed in 2012, the new Hutto South Wastewater Treatment Plant (WWTP) has been constructed and is now in service, while a number of conveyance projects have been planned, designed, and built.

Due to these changes, the Wastewater Master Plan for the City is in need of an update to properly plan for continued growth and expansion of the collection system and treatment facilities. DCS will update the existing Wastewater Master Plan and develop a 10-year Capital Improvements Projects (CIP) list per the following scope.

SCOPE OF SERVICES

1. Project Management
This task includes routine communication with the City; managing manpower budgets and schedules; monthly invoicing and status reports; implementing and monitoring of QA/QC efforts; and other efforts associated with managing the project.
2. Meetings and Presentations
Schedule; prepare materials, agendas, and minutes; track action items and decisions made; for the following anticipated meetings:
 - a. Project Kick-Off with City staff will include a discussion with Operations staff about the existing system such as problems, lift station operations, and inflow & infiltration (I/I) issues.
 - b. Two coordination meetings with staff during the development of the population projections and land use map.
 - c. One coordination meeting with staff to review the design criteria.
 - d. Three meetings to review the technical memorandums documenting specific tasks identified below.
 - e. Presentation of Wastewater Master Plan and CIP List to Council
3. Data Collection
DCS will create an initial data request and work with City of Hutto Engineering and Operations staff to obtain the information. Requested information may include:
 - Parcel data;
 - Land use mapping data;
 - As-built information on infrastructure constructed since the last Master Plan in 2012;
 - Information on large wastewater producers;
 - Proposed schools or other new developments;
 - Information on the Industrial Park or Innovation Center customers;
 - Expected wastewater characteristics from proposed development;
 - Historical wastewater characteristics and plant flows to be provided by Brazos River Authority;
 - Wastewater system connection data for past two years;
 - Pump run times; and

- Access to City's SCADA system.
4. **Population Projections**

Population projections will be prepared from historical growth rates, TWDB projections, CAMPO projections, and input from the planning department. DCS will rely on the City and previous planning efforts for existing and projected land use within the study area. Non-residential development will be a critical factor for the development of projections. Large users can have a significant impact on the system, especially in areas where the pipes are smaller. Therefore, DCS will work with City staff to determine likely growth and development patterns, then use this information to create both 5-year and 10-year land use maps. The projections will be prepared on a yearly basis from 2018 to 2028. A technical memorandum documenting the study area, land use maps, and population projections will be written.
 5. **Design Criteria**

Unit flow rates, peaking factors, and I/I rates established in the 2012 Master Plan will be used. DCS will confirm this criterion are reasonable by reviewing lift station pump run times and wastewater treatment plant flow data correlated with rainfall amounts and connections. The recommended design criteria will be summarized in a technical memorandum.
 6. **Wastewater Flow Projections**

Once finalized and agreed to by the City of Hutto, the population projections, land use, and design criteria will be used to determine projected future wastewater flows. The wastewater piping system, proposed service area, and basin delineations from the 2012 Master Plan will be reviewed and the drainage basins adjusted as appropriate. Wastewater flow projections will be developed for each of the delineated basins for the years 2018, 2023 and 2028. Projected flows will include average day, peak dry-weather flows, and peak wet weather flows.
 7. **Wastewater Conveyance Model and Treatment Improvements**

The City will convey the static spreadsheet model developed by other to DCS. DCS will update the static spreadsheet model of the wastewater system from the 2012 Master Plan and compare infrastructure capacities with the flow projections. Deficiencies in capacities will be summarized and improvements recommended. Future interceptors required to serve new development will be identified and sized considering the 10-year flow projections and ultimate land use. In addition, DCS will identify future treatment capacity needed to meet the projected future average day and peak two hour flows considering the 75/90 rule. A technical memorandum will be written describing the model, the proposed improvements, and the treatment evaluation.
 8. **Wastewater System CIP List**

From the improvements identified in Task 7, DCS will develop a recommended 10- year CIP list. For each recommended project, the following will be provided:

 - Location map;
 - Description of the project;
 - Year needed or other project trigger; and
 - Cost of the project including anticipated engineering and land acquisition costs.
 9. **Report**

A report incorporating the three technical memorandums and CIP list information will be written. The report will also contain maps showing the service area, land use, existing facilities, and proposed improvements. DCS will issue a draft for final City review, address comments, and then issue a final report. Five (5) hard copies of the draft and final reports, along with an electronic (PDF) file will be provided to the City.

PROJECT ASSUMPTIONS AND ADDITIONAL SERVICES

1. The study area generally will be the Hutto CCN area with the addition of the proposed CCN transfer from Jonah Water SUD to Hutto consisting of approximately 1,500 acres immediately north of Limmer

Loop.

2. DCS will utilize the wastewater basins delineated in the 2012 regional study.
3. It has been assumed that unit flows are the same as established in the 2012 Master Plan effort. If data shows reasons to believe the unit flows are significantly different than previously established, additional services will be required for unit flow development.
4. No surveying of existing infrastructure is included. Flow capacities from the 2012 regional study will be used unless the infrastructure has been improved in the intervening years.
5. Quality Assurance/Quality Control review has been included for the work at various stages of progress as well as review of all deliverables.
6. City of Hutto Engineering and Planning staff will provide data and input on future land use, patterns, and timing.
7. It has been assumed that the City will convey the electronic copy of the static spreadsheet model developed by others to DCS. DCS will update this static spreadsheet model of the wastewater system from the 2012 Master Plan and compare infrastructure capacities with the flow projections. If this spreadsheet can't be obtained, additional services will be required for recreating it.

**EXHIBIT B
FEE SCHEDULE**

Terms of compensation:

Lump Sum fee of \$151,520.00 (DCS Task 200) for the services described under the Specific Scope of Basic Services. Additional Services in addition to the Lump Sum amount will be billed at the current DCS rate schedule.

**EXHIBIT C
WORK SCHEDULE**

DCS is prepared to begin work immediately upon authorization. See the attached project schedule for estimated timeframes and milestone dates.

EXHIBIT D
CERTIFICATES OF INSURANCE
See Attachment



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2017

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

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

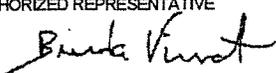
PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME: PHONE (A/C, No, Ext): 800-338-1391 FAX (A/C, No): 888-621-3173 E-MAIL ADDRESS: acecclientrequest@marsh.com
	INSURER(S) AFFORDING COVERAGE
INSURED DCS Engineering LLC 1101 S Capital of TX Hwy, G-100 Austin, TX 78746	INSURER A: Sentinel Insurance Company Ltd NAIC# 11000
	INSURER B: Hartford Underwriters Insurance Co 30104
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	84SBWPA9036 Prof. Liab. Excl.	04/15/2017	04/15/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 S
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	84SBWPA9036	04/15/2017	04/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) S BODILY INJURY (Per accident) S PROPERTY DAMAGE (Per accident) S S
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000			84SBWPA9036	04/15/2017	04/15/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 S
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	84WEGVY4085	04/15/2017	04/15/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
When required by written contract: City of Hutto is included as additional insured for above coverages except WC. Coverage is primary and non-contributory to any other insurance carried except Umbrella. Waiver of Subrogation is included in favor of additional insureds.

CERTIFICATE HOLDER City of Hutto City Manager 401 W. Front Street Hutto, TX 78634	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 9B. **AGENDA DATE:** December 07, 2017

PRESENTED BY: Helen Ramirez, AICP, Assistant City Manager

ITEM: Consideration of a public hearing and possible action on a resolution renaming Alliance Boulevard (east-west portion) to Schneider Boulevard. (Helen Ramirez)

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:

The City of Hutto has partnered with both the Schneider Family and Titan Development to enter into a development agreement to develop Hutto's first Business Park. The City would like to recognize the Schneider Family by renaming a portion of Alliance Boulevard with the name of a family that has lived, farmed, worked and educated its children in Hutto for the past 49 years. The Schneider Family is leaving a legacy and represents a strong connection between Hutto's past, present and future.

The replacement name will not impact emergency services as there is a roundabout that transitions between the Business Park and the existing residential neighborhood to the east of the roundabout, towards the Emory Farms Subdivision. The name change is appropriate, given the adjacent land uses.

Furthermore, because Alliance Boulevard spans approximately 2,175 linear feet and the north side is a greenfield property belonging to the Schneider Family, that is a party to the Development Agreement, only the existing businesses on the south side of the boulevard will be affected by the proposed street renaming.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

1. [Resolution - Alliance Boulevard \(east-west portion\)/Schneider Boulevard Street Name Change](#)
2. [Exhibit A - Street Map](#)
3. [Posted Notice](#)

RESOLUTION NO.

A RESOLUTION REQUESTING THE STREET NAME DESIGNATION OF ALLIANCE BOULEVARD (EAST-WEST PORTION) TO SCHNEIDER BOULEVARD; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the City of Hutto elected officials, do hereby rename Alliance Boulevard (east-west portion) to “Schneider Boulevard”, said street segment being described and attached hereto as Exhibit “A”; and

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

that the Hutto City Council hereby designates Alliance Boulevard (east-west portion) as “Schneider Boulevard”, a copy of the street segment to be renamed being attached hereto as “Exhibit A” and incorporated herein for all purposes.

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

RESOLVED this 7th day of **December, 2017.**

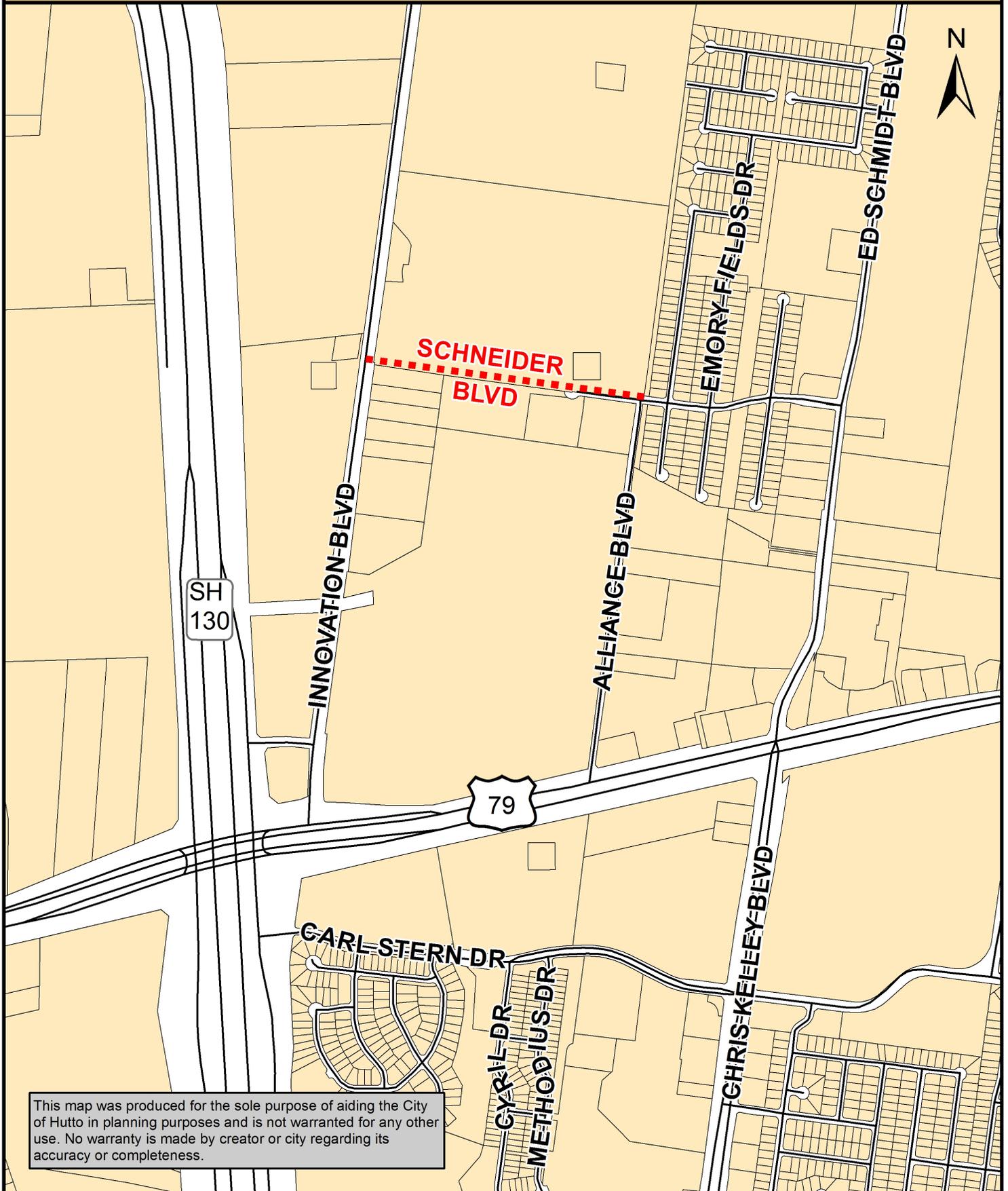
CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

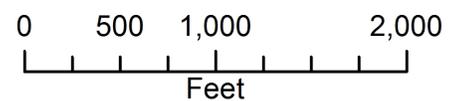
ATTEST:

Lucretia Alvarez, City Secretary

Alliance Boulevard (east-west portion) Street Name Change



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



PUBLIC NOTICE NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO
ALL INTERESTED PERSONS
THAT THE HUTTO CITY COUNCIL
WILL HOLD A PUBLIC HEARING
REGARDING:

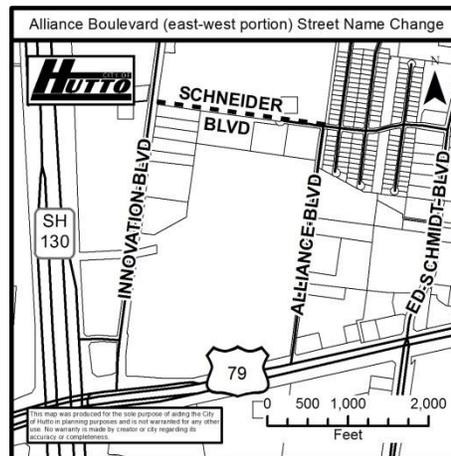
The renaming of Alliance Boulevard (east-
West portion) to Schneider Boulevard.

A public hearing will be held on
December 7, 2017 at 7:00 p.m.

Hutto City Hall
401 W. Front St., Hutto, Texas

For additional information the public
may contact Development Services at
512-759-3479 or planning@huttotx.gov

Publication Date: November 22, 2017



**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 9C. **AGENDA DATE:** December 07, 2017

PRESENTED BY: Michel Sorrell, Chief Financial Officer

ITEM:

Consideration and possible action on a resolution authorizing the City Manager to expend up to \$8,000,000 in bond proceeds for roads, drainage, storm and regional detention, and municipal facilities related to the Co-Op Entertainment District project.

STRATEGIC GUIDE POLICY: Fiscal Responsibility

ITEM BACKGROUND:

On August 17, 2017 a Master Development Agreement was executed between the City and MA Partners, LLC to develop the Co-Op District. The agreement states that the City will contribute \$6,000,000 to the design and construction of infrastructure including roads, utilities, and drainage. On October 12, 2017 bonds were issued to pay for these infrastructure improvements.

In addition to the Master Development Agreement is a City Hall Construction Agreement. Both agreements state that the developer will design and construct a City Hall with a cap of \$6,000,000 to be turned over to the City as part of the take down of the rest of the Co-Op site. Both agreements also state there are certain costs that are not included in the \$6,000,000 which would be borne by the City. These items include furniture and fixtures, audio and video, lighting and conferencing equipment, as well as information technology design, construction and equipment. The estimated cost of these items at this time is \$1,700,000.

The Co-Op project is currently under construction and MA Partners, LLC is seeking to be reimbursed per the Master Development Agreement. The reimbursements will be done upon a draw request provided to the City by MA Partners, LLC, with supporting documentation as to what has been paid for and proof of payment.

This agenda item will allow the City Manager to approve and reimburse the developer up to the amount not to exceed. The requested amount to expend, as authorized by the City Manager, is \$8,000,000. This amount includes the \$6,000,000 for the infrastructure, \$1,700,000 for the City Hall expenses not covered by the Development Agreement and an additional \$300,000 contingency.

BUDGETARY AND FINANCIAL SUMMARY:

The \$8,000,000 requested will come from bond proceeds received on October 12, 2017. All expenditures being requested were considered when during the bond process and in the bond issuance budget.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution authorizing the City Manager to expend up to \$8,000,000 for the Co-Op project.

SUPPORTING MATERIAL:

1. [Resolution Co-Op Entertainment District](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF HUTTO, TEXAS AUTHORIZING THE CITY MANGER TO EXPEND UP TO \$8,000,000.00 IN BOND PROCEEDS FOR INFRASTRUCTURE RELATED TO THE CO-OP ENTERTAINMENT DISTRICT PROJECT.

WHEREAS, the City of Hutto (“City”) and MA Partners, LLC have a mutual intent and understandings with respect to the provision of Master Development Agreement executed August 2017, and

WHEREAS, the City and MA Partners, LLC according to the Master Development Agreement outline their mutual understanding and agreement to work cooperatively and in good faith in respect to the Co-Op Entertainment District Project.

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

That the City Manager is hereby authorized to expend up to \$8,000,000.00 in bond proceeds on behalf of the City for infrastructure and related expenses for the Co-Op Entertainment District Project.

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

RESOLVED on this the **7th** day of the month **December, 2017.**

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lucretia Alvarez, City Secretary

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 9D. **AGENDA DATE:** December 07, 2017

PRESENTED BY: Matthew Rector, PE, CFM, City Engineer

ITEM: Consideration and possible action on a resolution authorizing the City Manager to engage an engineering firm for the Drainage Master Plan.

STRATEGIC GUIDE POLICY: Infrastructure & Growth

ITEM BACKGROUND:

Currently the City of Hutto does not have a master drainage plan. As the city continues to experience rapid growth it needs to ensure that the growth is managed properly with drainage and flooding issues in mind. As a result the City Council approved \$150,000 for a Drainage Master Plan as part of the FY 2018 CIP.

The City issued a Request for Qualifications which were reviewed by staff. After reviewing the qualifications Halff and Associates has been selected.

BUDGETARY AND FINANCIAL SUMMARY:

The contract is for \$150,000.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

Staff recommends the award of the contract to Halff and Associates.

SUPPORTING MATERIAL:

1. [Resolution](#)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH HALFF ASSOCIATES FOR THE 2018 DRAINAGE MASTER PLAN.

WHEREAS, the City of Hutto does not have a Drainage Master Plan, and;

WHEREAS, the City of Hutto continues to experience rapid growth, and;

WHEREAS, the City of Hutto desires to ensure that all of the growth is adequately served and accounted for in future decisions, and;

WHEREAS, the City of Hutto wishes to engage Halff Associates to evaluate the existing infrastructure, project future growth, and determine the most economical methods to improve or construct the necessary infrastructure.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS THAT, the Hutto City Council hereby authorizes the City Manager to enter into a professional services contract not to exceed \$150,000.00 with Halff Associates to provide engineering services for the Drainage Master Plan and to execute change orders up to 20% of the original amount.

CONSIDERED and RESOLVED on this the 7th day of the month of **December, 2017**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Seth Gipson, City Secretary

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 9E. **AGENDA DATE:** December 07, 2017

PRESENTED BY: Matthew Rector, PE, CFM, City Engineer

ITEM:

Consideration and possible action on a resolution expressing the City's intent to award a contract for the construction of Limmer Loop Sidewalk which is part of TxDOT's Transportation Alternative Program (TAP). (Matthew Rector)

STRATEGIC GUIDE POLICY: Infrastructure & Growth

ITEM BACKGROUND:

The City applied for and was awarded the TAP grant in 2015. An Advanced Funding Agreement (AFA) was approved in 2016 between the City and TXDOT. Design of the sidewalk began in late 2016 and early 2017.

The project consists of 2,207 linear feet of sidewalk that will run from Cottonwood Creek Elementary to FM 1660 North. The project includes sidewalks, ramps, drainage structures, pavement markings, and signage.

The project was put out for bid on September 8, 2017. The bids were opened on September 29, 2017. This project was done as a low bid project in accordance with TXDOT practices. The apparent low bidder was Patin Construction with a total bid of \$1,180,977.40. On October 19, 2017 the City Council approved a resolution expressing intent to award the project to Patin Construction. Paperwork was sent to TXDOT. TXDOT has rejected the intent to award to Patin because they had failed to renew their pre-qualification paperwork prior to the bid opening.

The City must now express their intent to award to the the project to the next lowest bidder. The next lowest bidder is Greater Austin Development with a bid of \$1,221,975.15.

BUDGETARY AND FINANCIAL SUMMARY:

The cost for construction is \$1,221,975.15. Of this amount \$557,280 will be reimbursed in accordance with the AFA. That leaves \$664,695.15 to be paid by the City. That is \$525,375.15 above the budgeted \$139,200.00 that was entered into the AFA.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

SUPPORTING MATERIAL:

1. [Resolution](#)

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE INTENT TO AWARD A CONTRACT FOR THE CONSTRUCTION OF THE LIMMER LOOP SIDEWALK AS PART OF TRANSPORTATION ALTERNATIVES PROGRAM.

WHEREAS, the City of Hutto applied for and was awarded a grant to construct a sidewalk from Cottonwood Creek elementary to FM 1660 North, and;

WHEREAS, the City has completed the design of said improvements, and;

WHEREAS, the City has bid the project in accordance with all TxDOT and City requirements;

WHEREAS, on September 29, 2017 bids were opened and evaluated, and;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS THAT, the Hutto City Council hereby conveys its intent to award a contract for the construction of the sidewalk from Cottonwood Elementary School to FM 1660 in the amount of \$1,221,975.15.

CONSIDERED and RESOLVED on this the 7th day of the month of **December, 2017**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Seth Gipson, City Secretary

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 9F. **AGENDA DATE:** December 07, 2017

PRESENTED BY: Matthew Rector, PE, CFM, City Engineer

ITEM: Consideration and possible action on a resolution authorizing the City Manager to engage an engineering firm for the Shiloh Ground Storage Tank Replacement.

STRATEGIC GUIDE POLICY: Infrastructure & Growth

ITEM BACKGROUND:

During the 2017 tank inspections the existing ground storage tank was found to be structurally unsound. Due to the structural failures within the facility the full inspection could not be completed until a structural engineer determines that the tank is structurally safe enough to continue the full inspection. During conversations with engineers three options were suggested to address the pending failure of the building. Staff has met with an engineering firm to oversee the design and construction of one of the options.

BUDGETARY AND FINANCIAL SUMMARY:

The engineering contract is for \$50,000. The total construction estimate is \$575,000 to be revised during design.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

Staff recommends the award of the contract to Dunham Engineering.

SUPPORTING MATERIAL:

1. [Resolution](#)
2. [Inspection Report](#)
3. [Schedule](#)
4. [LOA](#)
5. [Contract](#)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH DUNHAM ENGINEERING FOR THE SHILOH GROUND STORAGE TANK REPLACEMENT.

WHEREAS, the City of Hutto conducted tank inspection in 2017, and;

WHEREAS, the Shiloh Ground Storage Tank inspection could not be completed due to structural integrity, and;

WHEREAS, the City of Hutto relies upon this tank for water supply and storage, and;

WHEREAS, the City of Hutto wishes to engage Dunham Engineering to complete the design and oversee the construction of a replacement tank to facilitate continued water supply and storage.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS THAT, the Hutto City Council hereby authorizes the City Manager to enter into a professional services contract not to exceed \$50,000 with Dunham Engineering to provide engineering services for the Shiloh Ground Storage Tank Replacement and to execute change orders up to 20% of the original amount.

CONSIDERED and RESOLVED on this the 7th day of the month of **December, 2017**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Seth Gipson, City Secretary



City of Hutto

375 Thousand Gallon Ground
“Shiloh”

August 2, 2017



TEXAS TANK SERVICES

103 STACY DRIVE
WHITEHOUSE, TX. 75791
1-866-788-3483

**INSPECTION REPORT #1
375 THOUSAND GALLON GROUND
'SHILOH'
CITY OF HUTTO**

GENERAL INFORMATION:

Date of Inspection:	8/2/2017
Tank Size:	375 Thousand Gallons
Tank Type:	Metal Bolted Ground

Introduction: When Texas Tank Services performs any inspection and in-service cleaning service, we strictly adhere to the standard of all divers and in-tank equipment in accordance with AWWA Standard C652-02 for disinfection. All gear and equipment entering the potable water tank are cleaned and disinfected, and the dressed diver is sanitized with a 200-PPM Chlorine concentration prior to entry into the system. The inspector/diver utilizes a helmet and dry suit and is in direct voice communication with external personnel.

EXTERIOR INSPECTION

Security Fence:

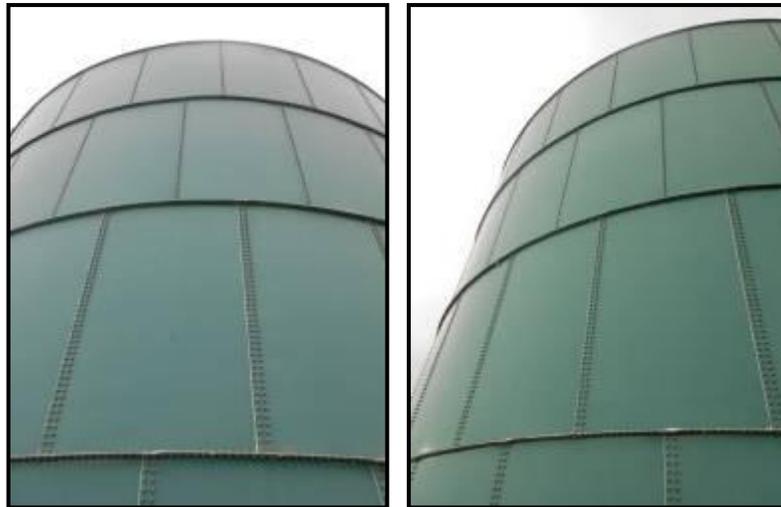
This facility is surrounded by an 8 foot barbed wire and chain link fence that was in good condition. No abnormalities were reported.

External Ladder:



The external ladder was in good condition. It measures 16 inches in width and has round $\frac{3}{4}$ inch rungs with 1 foot spacing. The ladder was not equipped with fall protection. **TEXAS TANK SERVICES** recommends installing fall protection to the external ladder to insure the safety of anyone accessing this component and to comply with OSHA standards regarding fall protection.

External Sidewall Plates:



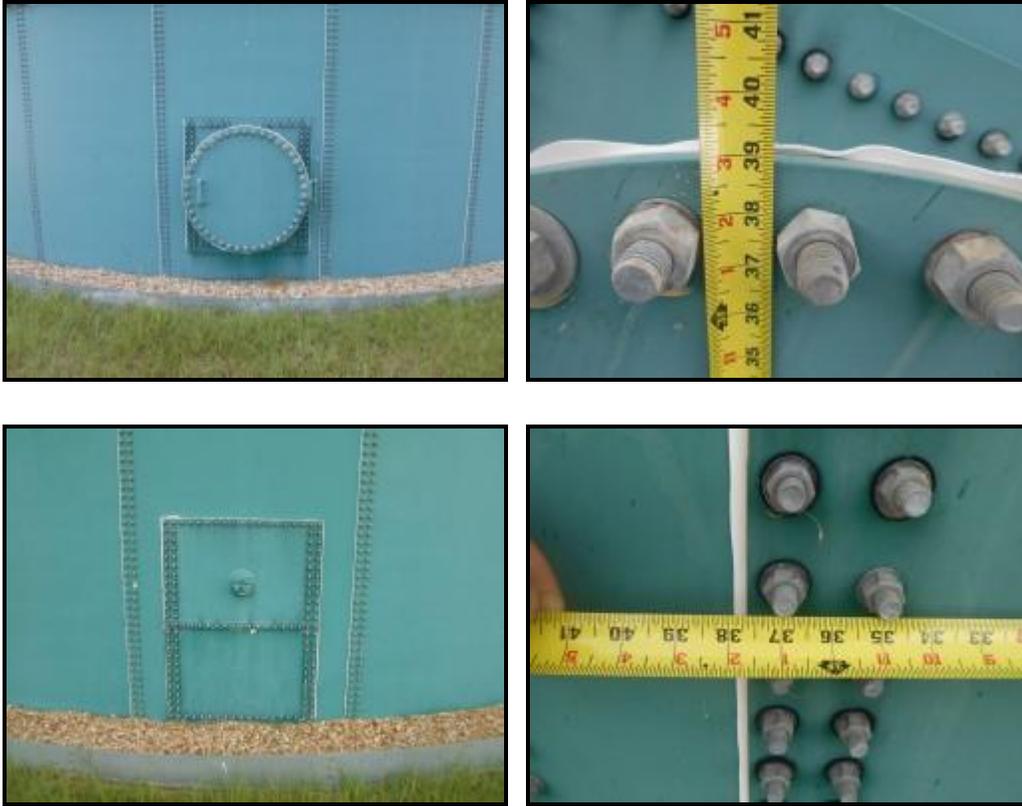
The external sidewall plates were in good condition at the time of inspection. No abnormalities were reported.

Foundation:



This facility rests on a gravel foundation that was in good condition at the time of the inspection. No abnormalities were reported.

Manway Access Hatches:



The two manway access hatches were in good condition. One measures 30 inches in diameter and the other measures 34X50 inches. Both gaskets were intact and no leaking was observed. Neither hatch was labeled as a “Confined Space” entry. **TEXAS TANK SERVICES** recommends installing “Confined Space” entry placards to bring the manway access hatches into compliance with OSHA standards regarding confined space entryways.

Water Inlet:



The water inlet was in good condition at the time of inspection. No abnormalities were reported.

Water Outlet:



The water outlet was in good condition at the time of inspection. No abnormalities were reported.

Manual Drains:



The two manual drains were in good condition. No abnormalities were reported.

Water Level Indicator:



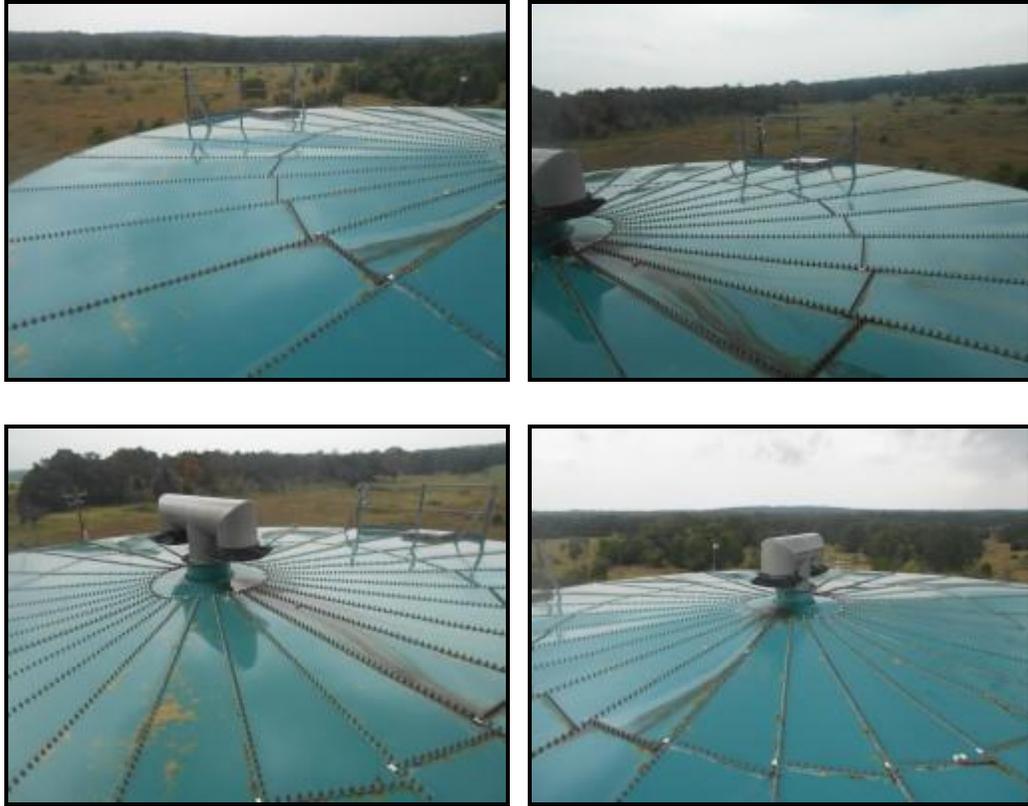
The pressure gauge water level indicator was operable and in good condition at the time of inspection. No abnormalities were reported.

Overflow Pipe and Flapper:



The overflow pipe and flapper were in fair condition at the time of inspection. The pipe measures 12 inches in diameter and discharges 7 inches from the ground. The flapper measures 14 inches in diameter. Moderate surface corrosion was reported. **TEXAS TANK SERVICES** recommends machine prepping the corroded areas of the overflow pipe and flapper and adding a new protective coating.

External Roof Plates:



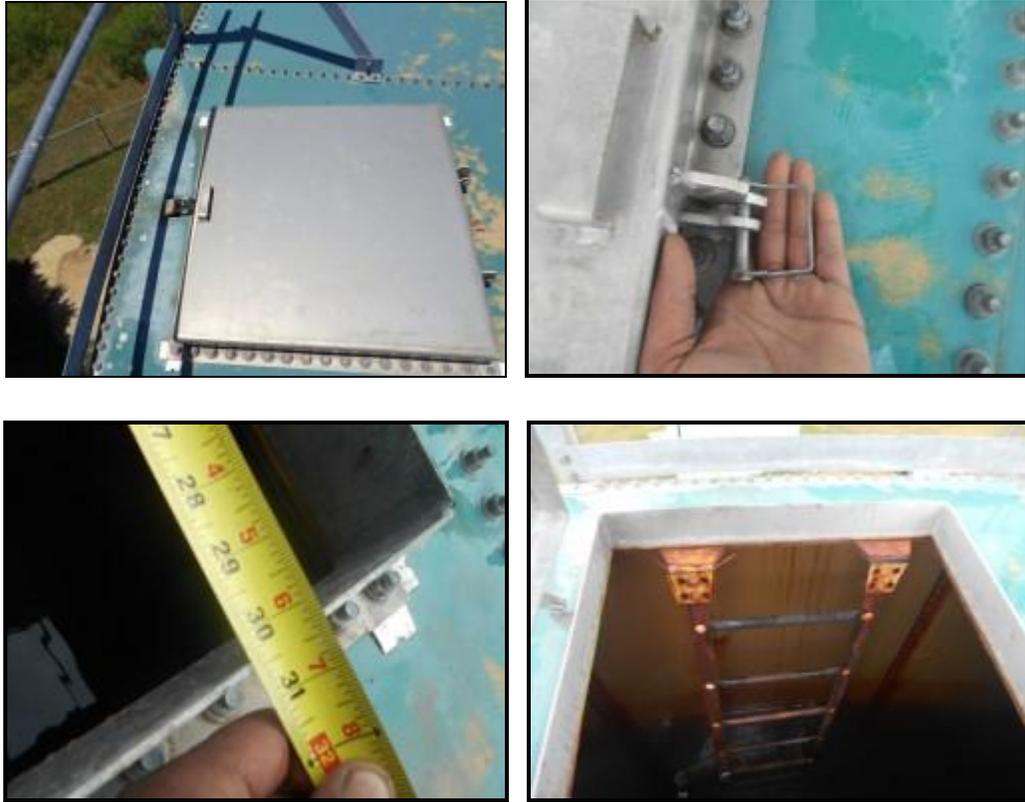
The external roof plates were in fair condition at the time of inspection. Thinning and chipping of the protective coating, surface corrosion, and corrosive bleeding was reported. **TEXAS TANK SERVICES** recommends sandblasting and recoating, with an NSF approved epoxy, the external roof plates of the facility to remove all corrosion and extend the life of this structure.

Roof Ventilation Structure:



The 'T' style roof ventilation structure was in good condition. It is equipped with a TCEQ approved 16-mesh screen that was in good condition. No abnormalities were reported.

Water Access Hatch:



The water access hatch was in good condition. It is located at the twelve o'clock position of the facility on the roof plates and measures 30X30 inches. The hatch was not secured upon arrival of the inspection crew and was not labeled as a "Confined Space" entry upon the arrival of the inspection crew. **TEXAS TANK SERVICES** recommends installing a "Confined Space" entry placard to bring the water access hatch into compliance with OSHA standards regarding confined space entryways. **TEXAS TANK SERVICES** also recommends installing a lock on the water access hatch to insure no unauthorized persons enter the facility and to comply with TCEQ regulations.

INTERIOR INSPECTION

Water Access Hatch:

The water access hatch was in good condition upon internal inspection. No abnormalities were reported.

Water Access Ladder (above the water line):



The water access ladder was in fair condition above the water line. It is located at the twelve o'clock position of the facility and measures 16 inches in width. Heavy biofilm staining and light corrosion was reported. The attachment points were heavily delaminated. **TEXAS TANK SERVICES** recommends performing a chemical power wash of the interior of the facility utilizing Blue Earth Labs' product Floran to remove all staining and extend the life of this structure. **TEXAS TANK SERVICES** also recommends replacing the attachment points for the water access ladder to the facility to insure the safety of anyone entering or exiting the facility. **TEXAS TANK SERVICES** further recommends installing fall protection to the water access ladder to insure the safety of anyone accessing this component and to comply with OSHA standards regarding fall protection.

Internal Sidewall Plates (above the water line):



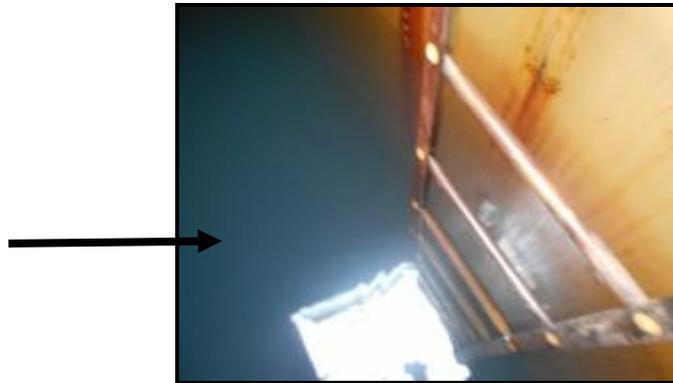
The internal sidewall plates were in fair condition above the water line. Heavy biofilm, moderate surface corrosion on the bolt pattern, and corrosive bleeding was reported. **TEXAS TANK SERVICES** recommends sandblasting and recoating, with an NSF approved epoxy, the interior of the facility to remove all corrosion and extend the life of this structure. **TEXAS TANK SERVICES** also recommends performing a chemical power wash of the interior of the facility, utilizing Blue Earth Labs' product Floran, to remove all staining and extend the life of this structure.

Internal Roof Plates:



The internal roof plates were in poor condition upon internal inspection. Severe corrosion and delamination was reported on the support braces. The components were no longer attached to the roof plates and had fallen into the facility. Sagging of the roof plates was also reported. **TEXAS TANK SERVICES** recommends having a structural engineer inspect the internal roof plates of this facility to determine whether or not the facility is structurally sound.

Water Condition:



The water condition was poor. The clarity of the water was poor and the temperature was cool. No oils, insects, or odors were reported. **TEXAS TANK SERVICES** recommends investigating the source of the poor water quality.

****Due to the structural failure within this facility, the inspection could not be completed until a structural engineer determines that the facility is structurally sound and safe for divers to inspect.**

RECOMMENDATIONS

TEXAS TANK SERVICES would like to make the following suggestions to improve and extend the life of this facility:

1. Keep this facility on an annual maintenance program to maintain the integrity of this water storage facility and help preserve the quality of your water.
2. Add “Confined Space Entry” placards to the water access hatch, two manway access hatches and view port in compliance with OSHA regulations.
3. Install a lock on the water access hatch to insure no unauthorized persons enter the facility and to comply with TCEQ standards.
4. Replace the attachment points for the water access ladder to the facility to insure the safety of anyone entering or exiting the facility.
5. Install fall protection to the water access ladder and the external ladder to insure the safety of anyone entering or exiting the facility and to comply with OSHA regulations.
6. Machine prep the corroded areas of the overflow pipe and flapper and add a new protective coating.
7. Investigate the source of the poor water quality within this facility.
8. Have a structural engineer inspect the internal roof plates of this facility to determine whether or not the facility is structurally sound.

Texas Commission of Environmental Quality

http://www.tceq.state.tx.us/nav/main/water_main.htmlf

Questions or Comments: ac@tceq.state.tx.us

TCEQ Rule: 290.43 (c) (1): **ROOF VENTILATION STRUCTURES:** “Screens shall be fabricated of corrosion-resistant material and shall be 16-mesh or finer. Screens shall be securely clamped in place with stainless or galvanized bands or wires and shall be designed to withstand winds of not less than tank design criteria.”

TCEQ Rule: 290.43 (c) (2): **WATER ACCESS HATCH(ES):** “All roof openings shall be designed in accordance with current AWWA standards. If an alternate 30-inch diameter access opening is not provided in a storage tank, the primary roof access opening shall not be less than 30 inches in diameter. Other roof openings required only for ventilating purposes during cleaning, repairing or painting operations should be not less than 24 inches in diameter or as specified by the licensed professional engineer. An existing tank without a 30-inch in diameter access opening must be modified to meet this requirement when major repair or maintenance is performed on the tank.” “Each access opening shall have a raised curbing at least four inches in height with a lockable cover that overlaps the curbing at least two inches in a downward direction. Where necessary, a gasket shall be used to make a positive seal when the hatch is closed. All hatches shall remain locked except during inspections and maintenance.”

TCEQ Rule: 290.43 (c) (3): **OVERFLOW FLAPPERS:** “The cover shall fit tightly with no gap over 1/16 inches.”

TCEQ Rule: 290.43 (e): **SECURITY FENCE:** “All potable water storage tanks and pressure maintenance facilities must be installed in a lockable building that is designed to prevent intruder access or enclosed by an intruder resistant fence with lockable gates.” “Pedestal type elevated storage tanks with lockable doors and without external ladders are exempt from this requirement.”

TCEQ Rule: 290.46 (1): **ANNUAL INSPECTIONS:** “Each of the system’s ground, elevated, and pressure tanks shall be inspected annually by water system personnel or a contracted inspection service.”

FAA Rule: **AIRCRAFT WARNING LIGHTS:** “Any temporary or permanent structure, including all appurtenances, that exceeds an overall height of 120 feet above ground level or exceeds any obstruction standard should be marked and/or lighted.”

TCEQ Rule: 290.43 (c) (10): **MANWAY ACCESS HATCH(ES):** “Access manways in the riser pipe, shell area, access tube, bowl area or any other location opening directly into the water compartment shall be located in strict accordance with current AWWA standards. These openings shall not be less than 24 inches in diameter. However, in the case of a riser pipe or access tube of 36 inches in diameter or smaller, the access manway may be 18 inches times 24 inches with the vertical dimension not less than

24 inches. The primary access manway in the lower ring or section of a ground storage tank shall not be less than 30 inches in diameter. Where necessary, for any access manway which follows direct access to the water compartment, a gasket shall be used to make a positive seal when the access manway is closed.”

TCEQ Rule: 290.43 (c) (4): **WATER LEVEL INDICATOR(S)**: “All clearwells and water storage tanks shall have a liquid level indicator located at the tank site. The indicator can be a float with a moving target, an ultrasonic level indicator, or a pressure gauge calibrated in feet of water.”

TCEQ Rule: 290.43 (c): **EXTERNAL ROOF PLATES**: “All roofs of all tanks shall be designed and erected so that no water ponds at any point on the roof and, in addition, no area of the roof shall have a slope of less than 0.75 inch per foot.”

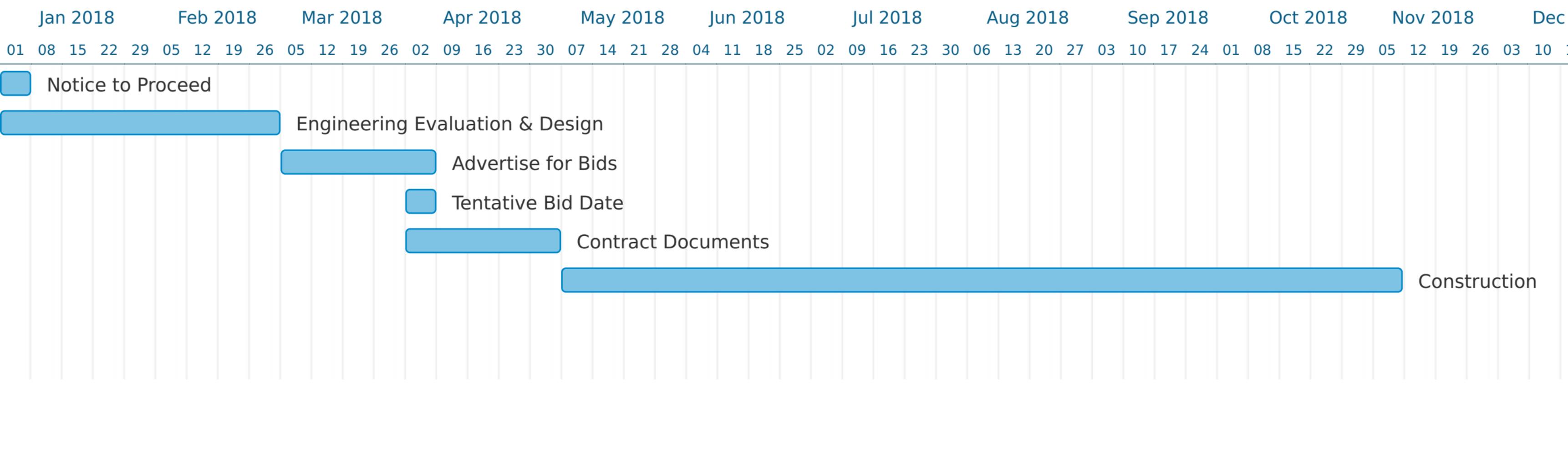
OSHA Rule: 1917.118 (e) (1): **FALL PROTECTION**: “Fixed ladders more than 20 ft (6.1 m) in height shall be provided with a cage, well, or ladder safety device.”

OSHA Rule: 1917.118 (c) (1): **BROKEN LADDERS**: “Ladders with broken, split or missing rungs, steps or rails, broken welds or connections, corrosion or wastage or other defect which may affect safe use shall be removed from service.”

OSHA Rule: 1910.27 (b) (1) (ii): **LADDER RUNGS**: “The distance between rungs, cleats and steps shall not exceed 12 inches and shall be uniform throughout the length of the ladder.”

OSHA Rule: 1910.146 (c) (2) **PERMITS**: “If the workplace contains permit spaces, the employer shall inform exposed employees, by posting danger signs or by any other equally effective means, of the existence and location of and the danger posed by the permit spaces.”

NOTE: A sign reading DANGER-PERMIT REQUIRED-CONFINED SPACE-DO NOT ENTER or using other similar language would satisfy the requirement for a sign.



Jan 2018

Feb 2018

Mar 2018

Apr 2018

May 2018

Jun 2018

Jul 2018

Aug 2018

Sep 2018

Oct 2018

Nov 2018

Dec 2018

01 08 15 22 29 05 12 19 26 05 12 19 26 02 09 16 23 30 07 14 21 28 04 11 18 25 02 09 16 23 30 06 13 20 27 03 10 17 24 01 08 15 22 29 05 12 19 26 03 10 17

Notice to Proceed

Engineering Evaluation & Design

Advertise for Bids

Tentative Bid Date

Contract Documents

Construction

Letter of Agreement

This is an Agreement made as of _____ between the City of Hutto, TX hereinafter known as the OWNER and Dunham Engineering, Inc. of College Station, Texas hereinafter known as the ENGINEER.

The OWNER intends for the ENGINEER to perform professional engineering services in the design and construction inspection of the WORK.

The WORK will be defined through selecting one of the three options below.

- Option one is the complete rehabilitation of the existing 300,000 gallon bolted steel ground water storage tank at the Shiloh plant location, in Hutto, TX. The tank is to meet AWWA D103 Standards and TCEQ Chapter 290 regulations for potable water storage. The ENGINEER's estimate of the probable cost to complete the WORK for this option is \$250,000.
- Option two is the demolition of the existing 300,000 gallon bolted steel ground water storage tank at the Shiloh plant location, in Hutto, TX. Then replacing it with a new 0.5 million gallon bolted steel ground water storage tank. The tank is to meet AWWA D103 Standards and TCEQ Chapter 290 regulations for potable water storage. The ENGINEER's estimate of the probable cost to complete the WORK for this option is \$450,000.
- Option three is the demolition of the existing 300,000 gallon bolted steel ground water storage tank at the Shiloh plant location, in Hutto, TX. Then replacing it with a new 0.5 million gallon welded steel ground water storage tank. The tank is to meet AWWA D100 Standards and TCEQ Chapter 290 regulations for potable water storage. The ENGINEER's estimate of the probable cost to complete the WORK for this option is \$550,000.
- Note that if the need to sustain temporary pressure is required a variable frequency drive (VFD) will need to be installed, and an added cost of \$25,000 will need to be budgeted.

PHASE I - DESIGN

The ENGINEER agrees to prepare the design, produce engineering plans and specifications, prepare the contract documents, advertise for bids to selected contractors and recommend award of a lump sum construction contract to complete the WORK for the OWNER.

The ENGINEER agrees to provide a draft set of contract documents to the OWNER for review and approval no later than 30 days from the date of the Notice to Proceed. Preliminary schedule attached.

The ENGINEER agrees to finalize the documents and advertise the WORK to selected contractors for bid within 30 days after receipt of OWNER'S and/or TCEQ's comments and approval.

The OWNER agrees to advertise the project in the OWNER's Newspaper of Record.

The ENGINEER agrees to assist the OWNER in opening and reviewing bids and recommending a contractor for award.

PHASE II- CONSTRUCTION

The ENGINEER agrees to review and approve Contractor's shop drawings to insure they are in compliance with the Design specification.

The ENGINEER agrees to periodically inspect the contractor during the construction period to ensure contract compliance.

The ENGINEER agrees to process Contractor progress payments and recommend payment by the OWNER.

The ENGINEER agrees to prepare and process Contract Change Orders as required during the course of the construction contract.

The ENGINEER agrees to conduct a final inspection of the WORK and to recommend final payment for the CONTRACTOR when the WORK is completed

The ENGINEER agrees to schedule and conduct a one year warranty inspection of the WORK prior to the end of the warranty period and to coordinate completion of any required warranty repairs.

COMPENSATION

In consideration of the above services, the OWNER agrees to compensate the ENGINEER in accordance with the following schedule:

Phase I – Design:

Total fee of \$25,000. Partial payments due as follows:

- 50% due when draft contract documents provided to OWNER.
- 25% due when project advertises for bids.
- 25% due when contractor recommended for award.

Phase II – Construction:

Total fee of 25,000. Partial payments due as follows:

- 25% when Contractor mobilizes
- 25% when WORK is 50% complete
- 25% when WORK is 75% complete
- 25% when WORK is 100% complete.

Total professional services fees shall not exceed \$50,000 without prior approval.



ENGINEER

By: Travis Tatum, P.E.

OWNER

By: Odis Jones, City Mgr.

CITY OF HUTTO
STANDARD PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Hutto, Texas (“City”) a Texas municipality, and __Dunham Engineering, Inc. _____ (“Professional”).

Section 1) Duration

This Agreement shall become effective upon the date of the last signature and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2) Scope of Work

- A) Professional shall perform the Services as more particularly described in the Scope of Work in Exhibit “A”, which is attached and incorporated by reference and made a part of this Agreement. The work as described in the Scope of Work is basic services and constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.
- B) The Quality of Services provided under this Agreement shall be of the level of professional care, quality and skill normally exercised by Professionals regularly performing this type of service.
- C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D) The Professional may rely upon the accuracy of reports and surveys provide to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.
- E) Professional will advise City as to the necessity of City’s providing or obtaining from others special data or special services required in connection with the Project (provided the data and services are not to be provided hereunder).

Section 3) Compensation

- A) The Professional shall be paid in the manner set forth in Exhibit “A” and as provided herein. However, nothing contained in this Agreement shall require City to pay for any work that is unsatisfactory as determined by City in its employee’s reasonable judgment or which is not submitted in compliance with the terms of this Agreement. City will not be required to make any payments to Professional when Professional is in default under this Agreement, nor shall this paragraph constitute a waiver of any right, at law or in equity, which City may have if Professional is in default, including the right to bring legal action for damages or for specific performance of this Agreement. Waiver of any default under this Agreement by City shall not be deemed a waiver of any subsequent default.

- B) Billing Period: The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Professional's invoice in proper form and content. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- C) Reimbursable Expenses: Any and all reimbursable expenses related to the Project shall be included in the Scope of Work (Exhibit "A") and accounted for in the total contract amount. If these items are not specifically accounted for in Exhibit "A" they shall be considered a part of the total Agreement amount.

Section 4) Changes to the Project Work; Additional Work

- A) Changes to Work: Professional shall make such revisions to the Scope of Work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed Scope of Work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under the following paragraph.
- B) Additional Work: The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.
- C) Budget Limitations: It is expressly understood and agreed by Professional that additional compensation may require Hutto City Council approval and is subject to the current budget year limitation.

Section 5) Time of Completion

The prompt completion of the services under the Scope of Work is critical to the City. City has reviewed the Scope of Work and determined that the Scope of Work provides sufficient time for the Professional to perform the Scope of Work. Unnecessary delays in providing the Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days, work days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 6) Insurance

- A) Before commencing work under this Agreement, Professional shall obtain and furnish to the City evidence of the following insurance to be maintained during the term of this Agreement and thereafter as required herein:
- 1) Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.
 - 2) Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this Agreement.
 - 3) General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.
 - 4) Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this Agreement by the Professional or its employees.
- B) Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.
- C) Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Section 7) Miscellaneous Provisions

- A) Subletting: The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.
- B) Ownership of Documents: Upon completion or termination of this Agreement, all final documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All final drawings, charts, calculations, plans, specifications, and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPATATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WIL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at the Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.
- C) Professional's Seal: To the extent that the Professional has a professional seal it shall be placed on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the work using the documents prepared by the Professional under the Scope of Work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for information purposes only and are not guarantees.
- D) Compliance with Laws: The Professional shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations effective at the time of this Agreement. When required, the Professional shall furnish the City with satisfactory proof of compliance.
- E) Independent Contractor: Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

- F) Non-Collusion: Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.
- G) Force Majeure: If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornadoes] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
- H) In the case of any conflicts between the terms of this Agreement and the wording contained within the Scope of Work, this Agreement shall govern. The Scope of Work is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8) Termination

- A) This Agreement may be terminated:
- 1) By the mutual agreement and consent of both Professional and City;
 - 2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
 - 3) By the City, immediately upon notice in writing to the Professional, as consequences of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner; or
 - 4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

B) If the City terminated this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing the work to date of termination, the value of the work that is nonetheless useable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Professional, the Professional shall be compensated for all basic and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9) Indemnification

Professional agrees to indemnify and hold the City of Hutto, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services goods performed or provided by Professional – expressly including those arising through strict liability or under the constitutions of the United States or Texas – BUT ONLY TO THE EXTENT ALLOWABLE by sec. 271.904(a) OF THE TEXAS LOCAL GOVERNMENT CODE AS APPLICABLE.

Section 10) Notices

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

If intended for City, all notices shall be addressed as follows:

City of Hutto
401 West Front Street
Hutto, Texas 78634

If intended for Professional, all notices shall be addressed as follows:

Section 11) No Assignment

Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12) Severability

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provision of this Agreement shall not be affected thereby.

Section 13) Waiver

Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14) Governing Law; Venue

This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Williamson County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Williamson County, Texas.

Section 15) Paragraph Headings; Construction

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16) Binding Effect

Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17) Gender

Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18) Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19) Exhibits

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20) Entire Agreement

It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the term of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21) Relationship of Parties

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22) Right to Audit

City shall have the right to examine and audit the books and records of Professional at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of the Agreement.

Section 23) Dispute Resolution

The parties agree that, prior to instituting any litigation or other proceeding arising from a dispute under this Agreement, the parties will first attempt to resolve the dispute by taking the following steps:

- 1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute.

- 2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute.
- 3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 24) Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire

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

Section 25) Prohibition on Boycotting Israel. Pursuant to Section 2270.002, Texas Government Code, CITY may not enter into a contract for goods or services unless the contract contains a written verification that the contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. By executing the House Bill 89 Verification Form, Exhibit C, attached hereto and incorporated herein for all purposes, CONTRACTOR verifies that CONTRACTOR does not boycott Israel or will not boycott Israel during the term of this Agreement.

Section 26) Engaging in Business with Sudan, Iran or Foreign Terrorist Organizations Prohibited. Pursuant to Section 2252.152, Texas Government Code, Contractor warrants, represents, and agrees that Contractor is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

EXECUTED on this the _____ day of _____, _____.

CITY:

PROFESSIONAL

By: _____
 Name: _____
 Title: _____

By: 
 Name: Travis C. Tatum, P.E.
 Title: President

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 9G. **AGENDA DATE:** December 07, 2017

PRESENTED BY: Lucretia Alvarez, City Secretary

ITEM: Consideration and possible action on a resolution for the appointment of a City Council Member to represent the City of Hutto on the General Assembly of the Capital Area Council of Governments.

STRATEGIC GUIDE POLICY: Leadership

ITEM BACKGROUND:

The City of Hutto has been a member of the Capitol Area Council of Governments. Representatives of the CAPCOG are typically elected officials, and Mayor Holland had represented the City of Hutto. That current appointment term is ending; therefore, the City Council will need to appoint a new member to serve as representative of the General Assembly of CAPCOG.

The CAPCOG General Assembly meets at a time, date, and place specified by the Chair, generally the second Wednesday of selected months. Typically, the Assembly meets immediately following the CAPCOG Executive Committee meetings and are held at the same location.

Currently Mayor Doug Gaul serves on the Clean Air Coalition as part of the CAPCOG. Council to appoint a council member to the CAPCOG General Assembly.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

SUPPORTING MATERIAL:

1. [Resolution appotinting a council member to CAPCOG General Assembly.](#)

RESOLUTION NO. R-

A RESOLUTION APPOINTING CITY COUNCILMEMBER _____, TO THE CAPITAL AREA COUNCIL OF GOVERNMENTS GENERAL ASSEMBLY.

WHEREAS, the Capital Area Council of Governments (CAPCOG) developed a group composed of official representatives of all member organizations which include cities, counties, school districts, chambers of commerce, non-profits and other organizations that have an interest in the Council of Governments' programs and regionalism; and

WHEREAS, the population of each entity determines the number of General Assembly representative seats that they may fill; and

WHEREAS, the City of Hutto has two designated seats, with one being currently filled by Mayor Debbie Holland and the other that is currently vacant; and

WHEREAS, the Hutto City Council wishes to appoint City Councilmember _____ to fill the current CAPCOG General Assembly vacancy for the City of Hutto,

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

That City Councilmember _____ is hereby appointed to fill the vacancy on the Capital Area Council of Governments General Assembly effective December 7, 2017.

RESOLVED this the 7th day of **December**, 2017.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lucretia Alvarez, City Secretary

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.:

9H.

AGENDA DATE: December 07, 2017

PRESENTED BY:

ITEM:

Consideration and possible action on a resolution authoring the city manager to negotiate and execute an interlocal agreement with Williamson County as pertaining to the development of the Co-Op.

STRATEGIC GUIDE POLICY:

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

SUPPORTING MATERIAL:

There are no supporting documents.

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.:

10A.

AGENDA DATE: December 07, 2017

PRESENTED BY:

ITEM:

Discussion related to TIRZ. (Michel Sorrell, Carol Columbo, Dan Wagenmiller, Bob Wuanch)

STRATEGIC GUIDE POLICY:

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

SUPPORTING MATERIAL:

There are no supporting documents.

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.:

10B.

AGENDA DATE: December 07, 2017

PRESENTED BY:

ITEM:

Discussion related to PIDS. (Michel Sorrell, Carol Columbo, Dan Wagenmiller, Bob Wuanch)

STRATEGIC GUIDE POLICY:

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

SUPPORTING MATERIAL:

There are no supporting documents.

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.:

11B.

AGENDA DATE: December 07, 2017

PRESENTED BY:

ITEM:

Executive Session, as authorized by Section 551.071, Texas Government Code, regarding consultation with Attorney concerning amphitheatre, TIRZ, TIRZ member appointments, and Mobility Plan Advisory Committee member appointments.

STRATEGIC GUIDE POLICY:

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

SUPPORTING MATERIAL:

There are no supporting documents.

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 12C.

AGENDA DATE: December 07, 2017

PRESENTED BY:

ITEM:

Consideration and possible action related to item 11C.

STRATEGIC GUIDE POLICY:

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

SUPPORTING MATERIAL:

There are no supporting documents.