CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
THURSDAY, DECEMBER 3, 2015 AT 7:00 PM
CITY HALL - CITY COUNCIL CHAMBERS
401 WEST FRONT STREET

CITY COUNCIL
Debbie Holland, Mayor
Anne Cano, Place 1
Tom Hines, Place 2
Ronnie Quintanilla-Perez, Place 3
Michael J. Smith, Place 4, Mayor Pro-tem
Lucio Valdez, Place 5
Max V. Yeste, Place 6

AGENDA

1. CALL SESSION TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PUBLIC COMMENT:
   5A. Remarks from visitors. (*Three-minute time limit*)

6. PRESENTATIONS:
   6A. Recognition of the City of Hutto for earning the Distinguished Budget Presentation
       Award from the Government Finance Officers Association of the United States and
       Canada (GFOA) for its annual budget for the fiscal year beginning October 1, 2014.

7. WORK SESSIONS:
   A work session is conducted for information or educational purposes. No action is taken by
   the Council on items listed. It is the policy of the City Council that public comment will not be
   allowed for work session items.
7A. Joint City Council and Historic Preservation Commission work session concerning the 2015 annual activity report and 2016 goals and expectations of the commission.

7B. Work session concerning the National Incident Management System (NIMS).

8. **ORDINANCES:**

8A. Consideration and possible action on the first reading of an ordinance to require permits and fees for any utility work within the City of Hutto public right-of-way and city owned property.

8B. Consideration and possible action on the first reading of an ordinance amending Section 1.01.009 General Penalty of Violations of the 2014 City of Hutto Code of Ordinances.

8C. Consideration and possible action on the first reading of an ordinance amending the City of Hutto fee schedule concerning Article A1.000 Development Services, Engineering, & Construction and Article A2.000 Public Safety.

9. **RESOLUTIONS:**

9A. Consideration and possible action on a resolution approving a lease rental agreement for suite numbers 103, 104 and 204 of the Old Town Professional Building located at 210 Hwy 79 East in Hutto, Texas to be occupied by the Development Services Department.

10. **OTHER BUSINESS:**

10A. Consideration and possible action on the meeting minutes for the November 5, 2015, and November 19, 2015 City Council Regular Meetings.

11. **PRESENTATIONS:**

11A. Presentation of the "Council-Staff Relations" training as presented to the Texas Municipal League.

12. **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 3, 2015 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on Wednesday, the 25th day of November 2015 at 3:00pm.

Seth Gipson, 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 seth.gipson@hutto.tx.gov for assistance.
AGENDA ITEM NO.: 6A.  AGENDA DATE: December 03, 2015

PRESENTED BY: Melanie Hudson, Finance Director

ITEM: Recognition of the City of Hutto for earning the Distinguished Budget Presentation Award from the Government Finance Officers Association of the United States and Canada (GFOA) for its annual budget for the fiscal year beginning October 1, 2014.

STRATEGIC GUIDE POLICY: Fiscal and Budgetary

ITEM BACKGROUND:
The Government Finance Officers Association (GFOA) is a nonprofit professional association serving over 17,800 government finance professionals throughout North America.

The award represents a significant achievement by the City of Hutto. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the City had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well the City's budget serves as a policy document, a financial plan, an operations guide, and a communications device. Budget documents must be rated 'proficient' in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

The GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting. This will mark the eighth consecutive year that the City of Hutto has received this award.

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:**
There are no supporting documents.
AGENDA ITEM NO.: 7A.  
AGENDA DATE: December 03, 2015

PRESENTED BY: Helen Ramirez, Director of Development Services

ITEM: Joint City Council and Historic Preservation Commission work session concerning the 2015 annual activity report and 2016 goals and expectations of the commission.

STRATEGIC GUIDE POLICY: Growth Guidance

ITEM BACKGROUND: The City Council meets on an annual basis with each board and commission. The work session will include a discussion on the Commission’s goals, what the Commission is working on and what the Council would like to see from the Commission moving forward.

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: There are no supporting documents.
AGENDA ITEM NO.: 7B. AGENDA DATE: December 03, 2015

PRESENTED BY: Chief Earl Morrison

ITEM: Work session concerning the National Incident Management System (NIMS).

STRATEGIC GUIDE POLICY: Public Safety

ITEM BACKGROUND:
In this work session, an overview of Emergency Management/NIMS will be presented. The County system and how it works during an event, council's role before, during and after an event, and an after action review will be discussed.

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:
There are no supporting documents.
AGENDA ITEM NO.: 8A.  AGENDA DATE: December 03, 2015

PRESENTED BY: Helen Ramirez

ITEM: Consideration and possible action on the first reading of an ordinance to require permits and fees for any utility work within the City of Hutto public right-of-way and city owned property.

STRATEGIC GUIDE POLICY: Fiscal and Budgetary

ITEM BACKGROUND:
The City of Hutto currently does not have a separate Right-of-Way Use permit or require advanced notification for utility work in the public right-of-way. Often utility contractors work in City-owned property with no City inspection and damage the City infrastructure or do not restore infrastructure to the City standards. It is difficult to determine the responsible party and hold them accountable for the repairs.

This ordinance would require a permit and fees when any work occurs in City owned or otherwise controlled property, i.e. easements, rights-of-way. To obtain a permit to work in City owned/controlled property, the required application form, drawings, insurance and/or bond, and permit fee must be submitted to the City of Hutto.

Ten (10) of our twelve (12) benchmark cities require some type of right-of-way use permit prior to start of work.

BUDGETARY AND FINANCIAL SUMMARY:
Fees were presented at the City Council Fiscal and Budgetary Committee on October 13, 2015.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
A presentation was made to the Fiscal and Budgetary Committee on October 13, 2015.

CITY ATTORNEY REVIEW:
City Attorney has reviewed and approved the ordinance.

STAFF RECOMMENDATION:
Staff recommends the Council approve the ordinance.

**SUPPORTING MATERIAL:**
1. Ordinance Section 24.09 - Public Right-of-Way and City-Owned Property Utility Management
ORDINANCE NO. ________________

AN ORDINANCE CREATING CHAPTER 24, SECTION 09, CODE OF ORDINANCES, CITY OF HUTTO, TEXAS, TO ESTABLISH UNIFORM RULES AND REGULATIONS GOVERNING THE CONSTRUCTION AND USE OF CITY PUBLIC RIGHTS-OF-WAY AND CITY OWNED PROPERTY; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

WHEREAS, the Rights-of-Way and City Owned Property are valuable public resources that have required and will continue to require substantial investment by the City of Hutto (“City”); and

WHEREAS, the City desires to structure and implement a fair and orderly process for the authorizations to occupy and use the Rights-of-Way and City Owned Property in the City to protect the public interest consistent with applicable law; and

WHEREAS, the City desires to minimize inconvenience and disruption to the public, provide for the orderly and efficient use of the Rights-of-Way and City Owned Property now and in the future and preserve adequate capacity of existing and future uses of the Rights-of-Way and City Owned Property; and

WHEREAS, in accordance with applicable federal law, including, but not limited to, 47 U.S.C. § 253(c) and state law, including, but not limited to, Texas Utility Code Sections 14.008 and 54.205, and Texas Civil Statute, Article 1175; the City seeks to exercise to the fullest extent permitted, its historical rights to control and manage its Public Rights-of-Way and City Owned Property in a competitively neutral and nondiscriminatory basis; and implement certain police power regulations regarding the use of those Public Rights-of-Way and City Owned Property, in accordance with Texas Local Government Code Section 283.056; Now Therefore,
Article 24.09 – PUBLIC RIGHT-OF-WAY AND CITY OWNED PROPERTY MANAGEMENT

Sect. 24.09.001 SHORT TITLE.

This chapter shall be known, and may be cited, as the Right of Way Management Ordinance of the City of Hutto, Texas.

Sect. 24.09.002 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Terms defined herein shall be construed in accordance with customary usage.

- **CITY OWNED PROPERTY.** Property owned by the City such as parks in the corporate limits or extraterritorial district of the city.
- **PERSON.** A natural person, partnership, cooperative association or corporation, corporation whether or not organized for profit, and governmental entity, and specifically includes the contractor and subcontractor performing work for a public utility.
- **PLANT MATERIAL.** Grass, trees, shrubs, flowers, vines, and other ground cover.
- **PUBLIC RIGHT-OF-WAY.** A public street, highway, alley, and public easement in the corporate limits of the city.
- **PUBLIC UTILITY.** Any person, not an agent or representative of the city, who installs, constructs, or maintains facilities in the corporate limits of the city to provide electric, gas, water, sewer, telecommunication, or cable television service to members of the public, whether residing in or out of the corporate limits; provided that it includes any person who constructs, installs, or maintains facilities in the city for intrastate or interstate telecommunication services.
- **WORK.** Digging, excavating, tunneling, or boring in or under any public right-of-way, or cutting or breaking the paved surface in any public right-of-way, in connection with the Construction, repair, or maintenance of utility facilities; provided that work directly and specifically required for the Construction, repair, or maintenance of overhead and utilities and service line connections to individual customers is not included in this definition.

Sect. 24.09.003 COMPLIANCE RESPONSIBILITY.

The public utility and its contractors and subcontractors are individually and jointly responsible, both civilly and criminally, for compliance with this subchapter and with any work permit issued pursuant to this subchapter.

Sect. 24.09.004 PERMITS.

(A) A permit issued by the City Engineer is required as a condition to performance of work by a public utility or person in the public right-of-way or city owned property, except in the case of emergency work. There is a fee for a permit in the amount of five hundred dollars ($500). If there are additional direct costs to the city in processing the
applications, the city may recover those costs from the applicant prior to the issuance of the construction permit. A fee is not required for city initiated projects that require utility companies to place, replace, or alter facilities on, in, under or over the public rights-of-way and city owned property.

(B) Any utility company with a current and unexpired consent, franchise agreement or other authorization from the city ("grant") to use the public rights-of-way that is in effect at the time this article, Rights-of-Way Management Ordinance, is adopted, shall continue to operate under and comply with that grant (except to the extent the police power regulations in such grant are inconsistent with this article, in which event, this article will control) until the grant expires or until it is terminated by mutual agreement of the city and the utility company, or is terminated as otherwise provided for in law.

(C) A public utility requiring a permit shall file a written, dated application with the City Engineer on a form provided by the city. The application shall include the following:
   a. The contractor’s name and contact information;
   b. The nature and location of the work being proposed;
   c. The dates and hours the work is proposed to be performed;
   d. The nature of the surface of the right-of-way;
   e. An erosion control plan;
   f. A restoration plan, including designation of the time within which the applicant plans to complete the restoration in accordance with the requirements of this chapter; and
   g. Cost Estimate; and
   h. Insurance and bonding will be required in accordance with this section; and
   i. Such other information as may be required by the City Engineer.

(D) If the work proposed by the applicant entails the traversing of a paved roadway, boring under the street shall be required rather than cutting the pavement, provided that the City Engineer may authorize pavement cuts in lieu of boring, upon review and recommendation of the City Inspector, where boring is found not to be feasible.

(E) The City Engineer shall issue the permit if, based upon all information made available to him, he is satisfied that:
   a. Appropriate safeguards will be taken to protect the public interest; and
   b. The plans and specifications are consistent with the requirements of all city chapters, rules, and regulations.

(F) In the event a public utility does work as an emergency, it shall, as soon as practicable, notify the City Engineer of the work, and make an application for such work. The emergency work may be performed subject to issuance of a permit therefor, and must comply with all provisions of this subchapter.

(G) A permit granted by the City Engineer may vary from the application and may be modified by the City Engineer at any time while the work is in progress.

(H) A permit shall be issued for a specified period of time. Work authorized thereunder may be performed only during such specified period. The City Engineer may, upon application by the public utility or contractor, grant an extension of the work permit period.
Sect. 24.09.005  REGULATIONS FOR WORK.

(A) The following regulations apply to public utilities performing work in the public right-of-way and city owned property:
   a. Not more than one traffic lane of a public right-of-way shall be closed at any time.
   b. No public right-of-way shall be completely closed to traffic.
   c. Work shall not be performed during hours of darkness.
   d. Divisions (a), (b), and (c), above, shall not apply to emergency repairs necessary to restore public utility service or to prevent harm to persons or property.
   e. All unnecessary equipment and debris shall be kept off the public right-of-way and the work shall be performed so as to facilitate the normal flow of traffic.
   f. Excavations and pavement cuts shall be maintained so as to avoid a hazard to vehicles and pedestrian traffic until permanent repairs are completed.
   g. Barricades, signs, lights, warnings, and traffic-control procedures shall be utilized in accordance with the current requirements of the Texas Manual on Uniform Traffic Control Devices, adopted by the State Department of Highways and Public Transportation.
   h. All applicable state and municipal trench safety standards shall be met.
   i. All work in the public right-of-way shall be diligently conducted and completed as soon as practicable.

(B) The City Engineer may exempt the public utility from any of the above regulations for good cause, and, where alternate arrangements are required to protect the public interest, such alternate arrangements are noted on the face of the permit.

Sect. 24.09.006  REPAIR AND RESTORATION.

(A) Upon completion of work, each public utility shall remove all debris and excess spoil, permanently repair any paving in the public right-of-way that has been cut, broken, or damaged, and restore the public right-of-way and any plant material that has been disturbed to the condition existing prior to the work in accordance with the requirements set out in division (B), below.

(B) If grass is used in the restoration, all planting shall be done between May 1 and September 15 except as specifically authorized in writing. If planting is authorized to be done outside the dates specified, the seed shall be planted with the addition of winter fescue (Kentucky 31) at a rate of 100 lbs/acre. Grass shall be common Bermuda grass, hull, minimum 82% pure live seed. All grass seed shall be free from noxious weed, Grade “A” recent crop, cleaned and treated with appropriate fungicide at time of mixing. Seed shall be furnished in sealed, standard containers with dealer’s guaranteed analysis.

(C) Plant material shall be considered to be restored when at least one and half (1-1/2”) inches of growth covers at least 95% of the area disturbed by the work; provided that no barren areas larger than ten square feet remain. Trees, sod, shrubs, and larger plants shall be replaced.

(D) The city shall, within ten days from receipt of a written request to inspect from a public utility, perform an inspection. There is a fee for inspection. The fee is $500 or 3% of construction estimate for work performed in the right-of-way whichever greater. The $500 application fee will be applied to the inspection fee. If all the requirements of this
subchapter have been met, the City Engineer shall issue a certificate of completion with the date of approval set forth thereon. If the city fails to start its inspection within such ten-day period, any certificate of completion issued shall bear the date of receipt of the written inspection request.

(E) Upon completion and City’s certificate of completion for the improvements, the surety amount will be refunded.

(F) The public utility shall maintain such repairs and restoration, other than grass that subsequently dies, in good condition for a period of two (2) years from the date of the certificate of completion. Nothing herein is intended to absolve the public utility from responsibility for the proper installation, repair, and maintenance of any work; the two-year maintenance period applies only to the repair and restoration. Contractor will give the City a two-year maintenance bond for the repair and restoration.

(G) The city shall notify the public utility in writing if, during the two-year maintenance period, the repairs or restoration are or become in need of maintenance, or if the plant material replaced by the public utility, other than grass, dies. If such maintenance is not performed within a scheduled time period agreed upon by the public utility and the city, or if no agreement is reached as to a schedule within 60 days after notice from the city, or if no response is received by the city within two weeks after such notification, the city may have such maintenance performed and bill the costs to the public utility which shall be liable for such costs or process a claim on the Contractor’s maintenance bond.

Sect. 24.09.007 INSURANCE AND BOND REQUIREMENTS.

(A) Insurance.
   a. A utility company shall obtain and maintain insurance in the amounts provided in subsection (A)(b) of this section with an insurance company licensed to do business in the State of Texas, with an AM Best rating of at least A-. A utility company shall file and maintain proof of insurance with the City Engineer at the time of the request for permits and prior to any commencement of work. The city's current insurance forms and requirements may be obtained from the development services department.
   b. A utility company shall furnish to the City Engineer, at no cost to the city, a certificate of insurance on forms provided by the city, showing proof of liability insurance in the total amount of $1,000,000.00.
   c. The insurance certificate required under subsection (A)(a) of this section shall:
      i. Include a cancellation provision in which the insurance company is required to provide the city a 30-day written notice before a cancellation, nonrenewal, reduction of policy limits, or other material change; and
      ii. Provide that notice of claims related to public rights-of-way construction shall be provided to the City Engineer by certified mail.
   d. The coverage must be on an occurrence basis and must include coverage for personal injury, contractual liability, premises liability, medical damages, underground, explosion and collapse hazards.
   e. An insurance certificate obtained in compliance with this section is subject to city attorney approval. A utility company shall immediately advise the city of actual or
potential litigation that may develop and may affect an existing carrier's obligation to defend and indemnify.

f. The policy clause "other insurance" shall not apply to the city if the city is an insured under the policy.

g. A utility company shall pay premiums and assessments for the insurance required under this article. The insurance shall be primary coverage for losses covered by the policies. A company that issues an insurance policy has no recourse against the city for payment of a premium or assessment. Insurance policies obtained by a utility company must provide that the issuing company waives all right of recovery by way of subrogation against the city in connection with damage covered by the policy.

h. The city will accept certificates of self-insurance issued by the State of Texas, or letters written by the utility company in those instances where the state does not issue such certificates, which provide the same coverage as required herein. The city has the right to require proof of financial stability prior to accepting the proof of self-insurance, provided that defense of the city shall be comparable as provided by an insurance carrier. The defense and claims processing required of holders of a state-issued certificate of franchising authority to provide cable or video services shall be in accordance with V.T.C.A., Utilities Code ch. 66.

(B) Bonds.

a. Unless otherwise provided for by a utility company's valid franchise, the City Engineer shall require reasonable bonding requirements of a utility company, as are required of other entities that place facilities in the public rights-of-way. Such bonding amounts will be reasonably determined by the City Engineer depending on several factors as to public safety and risk of harm to persons and property. Such factors include, but are not limited to:
   i. The nature of the construction project;
   ii. The type of facility; and
   iii. Past construction history of the utility company in the city as to any damage claims, repairs and timeliness of construction.

b. The utility company shall file an annual surety bond which will be valid each year construction will occur through two (2) full year after the completion of the construction from a surety company authorized to do business in the State of Texas, and must be on forms provided by the city. Such surety bond will be in the amount of the estimated cost to restore the public rights-of-way for the work anticipated to be done in that year and to relocate facilities pursuant to this article. If the City Engineer determines that the annual surety bond on file is insufficient to restore the public rights-of-way and to relocate facilities related to a specific project for which a permit application has been filed, then the City Engineer may require the utility company to file an additional surety bond for such project.

c. The city may either waive or reduce the amount of the bond in the event the utility company provides written documentation as to reserves available to compensate the city for damages, and has a two (2) year history of no claims, or damages to city property by the city, or of prompt payment on such claims. Further, notwithstanding subsection (B)(a) of this section, a bond shall not be required of a utility company that can demonstrate a record of at least four (4) years of work in the public rights-
of-way in the city and to the extent applicable, in all other municipalities it has performed such work, free of unsatisfied claims. No bonds for aerial construction will be required of holders of a state-issued certificate of franchising authority to provide cable or video services, in accordance with V.T.C.A, Utilities Code ch. 66.

d. Alternate compliance methods. The above requirements may be met by utilities with a current franchise or license if their current franchise or license adequately provides for insurance or bonds or provides an indemnity in favor of city.

Sect. 24.09.008 CORRECTION OF HAZARDOUS CONDITIONS.

(A) If repairs to the public right-of-way are deemed necessary by the city in order to correct a hazardous condition and the need for such repairs is caused by work (including defective repairs or failure to repair) by a public utility, the city shall notify the public utility. If the public utility does not provide an acceptable schedule for making the repairs within 24 hours after receipt of such notice, the city may have such repairs done.

(B) Pending repair of a hazardous condition as set out in division (A), above, the city may take necessary action to mitigate the hazard.

(C) The city may bill the costs of repair or mitigation, as set out in divisions (A) and (B), above, to the public utility which shall be liable for such costs.

Sect. 24.09.009 SYSTEM MAP.

(A) All utility companies who have facilities in the public rights-of-way existing as of the adoption date of the ordinance from which this article is derived shall provide a system map of their facilities to the city in a digital format commercially available, nonproprietary software no later than one (1) year after the passage of this article, unless the utility company demonstrates an economic impracticality to provide such system map in the above format. An updated system map shall also be provided to the city on an annual basis to include new facilities.

(B) Information provided to the city pursuant to this section may be designated confidential by the providing utility company and will be kept confidential by the city to the extent allowed by law.

Sect. 24.09.009 REVOCATION OF PERMIT.

If a utility company violates the terms and conditions contained herein, a permit may be revoked by the City Engineer or designee.

Sect. 24.09.010 APPEAL FROM REVOCATION OR DENIAL OF PERMIT.

Appeal from revocation or denial of a permit or from the decision of the City Engineer shall be to the city manager. Appeal shall be filed with the city secretary within 15 days from the date of the decision being appealed.
A) Except as to certificated telecommunications providers, as provided in V.T.C.A., Local Government Code ch. 283, and holders of a state-issued certificate of franchising authority to provide cable or video services, in accordance with V.T.C.A., Utilities Code ch. 66, each utility company placing facilities in the public rights-of-way shall agree to promptly defend, indemnify and hold the city harmless from and against all damages, costs, losses, claims, demands, suits, causes of action, judgments or expenses arising out of, incident to, concerning or resulting from the negligent or willful acts or omissions of the utility company, its agents, employees, and subcontractors, in the performance of activities pursuant to or authorized under this article for the repair, replacement or restoration of the city's property, equipment, materials, structures and facilities that are damaged, destroyed or found to be defective; damage to or loss of the property of any utility company, including but not limited to the utility company, its agents, officers, employees and subcontractors, city's agents, officers and employees, and third parties; and death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, including, but not limited to, the agents, officers and employees of the utility company, utility company's subcontractors and city, and third parties.

B) Upon commencement of any suit, proceeding at law or in equity against the city relating to or covering any matter covered by this indemnity, for which the utility company is obligated to indemnify and hold the city harmless, or to pay said final judgment and costs, as the case may be, the city shall give the utility company reasonable notice of such suit or proceeding. The utility company shall promptly provide a defense to any such suit or suits, including any appellate proceedings brought in connection therewith, and pay any final judgment or judgments that may be rendered against the city by reason of such damage suit. Upon failure of the utility company to comply with the provisions of this article, after reasonable notice to the city, the city shall have the right to defend the same and in addition to being reimbursed for any such judgment that may be rendered against the city, together with all court costs incurred therein, the utility company shall promptly reimburse the city for attorney's fees, including those employed by the city in such case or cases, as well as all expenses incurred by the city by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, compromised, or fully adjudicated against the city.

C) This indemnity provision shall not apply to any liability resulting from the negligence of the city, its officers, employees, agents, contractors or subcontractors.

D) The provisions of this indemnity are solely for the benefit of the city and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

E) To the fullest extent permitted by law, a utility company shall pay all expenses incurred by the city in defending itself with regard to all damages and penalties provided in this article. These expenses shall include all out-of-pocket expenses such as attorney's fees, and shall also include the reasonable value of any services rendered by any employees of the city. In the event the city is compelled to undertake the defense of any such suit by reason of a utility company's failure to provide a defense as hereinabove provided, the city shall have full right and authority to make or enter into any settlement or compromise of such adjudication as the city council shall deem in the best interest of the city, without
the prior approval or consent of the utility company with respect to the terms of such compromise or settlement.

Sect. 24.09.012 GOVERNING LAW.

This article shall be construed in accordance with the city code(s) in effect on the date of passage of this article, to the extent that such code(s) are not in conflict with or in violation of the Constitution and laws of the United States or the State of Texas, subject to the city's ongoing authority to adopt reasonable police power based regulations to manage its public rights-of-way, pursuant to this ordinance or as otherwise provided by law.

III.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

C. 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 this the 3rd day of December, 2015.

READ, APPROVED and ADOPTED on second reading this the 17th day of December, 2015.

CITY OF HUTTO, TEXAS

__________________________________
Debbie Holland, Mayor

ATTEST:

__________________________________
Seth Gipson, City Secretary
AGENDA ITEM NO.: 8B.  
AGENDA DATE: December 03, 2015

PRESENTED BY: Randy Barker, General Services Director

ITEM: Consideration and possible action on the first reading of an ordinance amending Section 1.01.009 General Penalty of Violations of the 2014 City of Hutto Code of Ordinances.

STRATEGIC GUIDE POLICY: Public Safety

ITEM BACKGROUND: Illegal dumping has become an increasingly prevalent crime in many parts of Texas. In addition to the danger associated with discarded items, the piles formed by the items are unsightly and attract pests such as mosquitoes, rats, and snakes. This persists until residents report the site to the political subdivision responsible for trash collection.

Illegal dumping is especially problematic in residential neighborhoods with increased traffic flow, pedestrian activity, and children playing. H.B. 274 aims to serve as a deterrent against illegal dumping by increasing maximum applicable fines.

H.B. 274 amends Section 54.001(b) of the Local Government Code relating to the enforcement of municipal rules, ordinances, or police regulations prohibiting illegal dumping, and increases the penalty for illegal dumping to $4,000. The bill amends Section 29.003 of the Government Code and Article 4.14 of the Code of Criminal Procedure granting jurisdiction of these cases to municipal courts.

BUDGETARY AND FINANCIAL SUMMARY: Amendment to City of Hutto Fee Schedule to increase penalty of for illegal dumping to $4,000.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS: The Fiscal and Budgetary Committee reviewed the amendment with the proposed Fee Schedule changes.

CITY ATTORNEY REVIEW: Approved the process as to form.

STAFF RECOMMENDATION:
Staff recommends approval of amendment to Ordinance to ensure compliance with Section 29.003 of the Government Code and Article 4.14 of the Code of Criminal Procedure.

**SUPPORTING MATERIAL:**
1. Ordinance - Illegal Dumping Fines
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING SECTION 1.01.009 GENERAL PENALTY OF VIOLATIONS OF CODE; CONTINUING VIOLATIONS; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

WHEREAS, House Bill 274 was passed during the 84th Texas Legislative Session, and;

WHEREAS, section 54.001(b) of the Texas Local Government Code was amended increasing the maximum fine or penalty for a violation of a rule, ordinance, or police regulation that governs the dumping of refuse from $2,000 to $4,000.

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

SECTION I.

That Chapter 1, Article 1.01, Section 1.01.009(b), General Penalty for Violations of Code; Continuing Violations, of the 2014 codes of ordinances is hereby deleted in full and amended to read as follows:

Section 1.01.009 General penalty for violations of code; continuing violations

(b) A fine or penalty for the violation of a rule, ordinance or police regulation that governs fire safety, zoning or public health and sanitation may not exceed two thousand dollars ($2,000.00), and a fine or penalty for the violation of a rule, ordinance, or police regulation that governs dumping of refuse may not exceed $4,000.

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 ___ day of __________, 2015 at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and ADOPTED on the second reading of ordinance this _____ day of __________, 2015 at a meeting of the Hutto, Texas City Council; there being a quorum present.

CITY OF HUTTO, TEXAS

ATTEST:

______________________________
Debbie Holland, Mayor

______________________________
Seth Gipson, City Secretary
AGENDA ITEM NO.: 8C.  AGENDA DATE: December 03, 2015

PRESENTED BY: Melanie Hudson, Director of Finance

ITEM: Consideration and possible action on the first reading of an ordinance amending the City of Hutto fee schedule concerning Article A1.000 Development Services, Engineering, & Construction and Article A2.000 Public Safety.

STRATEGIC GUIDE POLICY: Fiscal and Budgetary

ITEM BACKGROUND:
Proposed changes to the amended fee schedule (Exhibit A):

**Article A1.000 Development Services, Engineering and Construction**

Development Services staff recently reviewed the current fee schedule to determine if the City's development fees are appropriate for cost recovery, and how they compare to benchmark cities. The following are proposed adjustments:

(a) Zoning fees

(4) Zoning variance: increase from $175.00 to $250.00

(10) Warrant (Historic District only): increase from $25.00 to $100.00

(11) Traffic Impact Analysis: change engineer review fees of $150 to professional recovery fee, defined as the amount invoiced by the traffic consultant hired by the City.

(c) Subdivision fees

(14) Subdivision variance: increase from $175.00 to $250.00

(e) Site plan fees

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

Combine items (6) and (7) from current fee schedule, remove fees related to public improvements (which are covered in the next item), and specify that these fees only apply to
driveway/flatwork/sidewalk/curb-cut projects. These right-of-way projects have minimal impact and do not require the same level of inspection that public improvement projects require.

(7) Right-of-way use permits (new):

In response to the increased issues with utility companies and their subcontractors using and damaging the City-owned right-of-way, staff recommends the implementation of a right-of-way use permit with associated fees. After researching benchmark cities’ ordinances, permit applications, and fee schedules, as well as calculating staff time for each process, the following fees are recommended:

Permit Application and Plan Review Fee - $500 (applied to inspection fee).

Inspection - $500 or 3% of construction cost, whichever is greater (additional inspection will be required for more complex projects; 3% of construction cost is meant to account for these additional inspections and time).

(e) Building plan review fees

(3) Certificate of appropriateness (Historical District only): increased from $25.00 to $30.00 for minor projects and $250.00 for major projects (i.e. new construction).

(g) Building permit fees

(1)(A) Re-inspections: added 2 day waiting period for re-inspection after 3rd failed inspection.

(2)(A) Technology fee: increased from $5.00 to $7.00

(2)(D) Multiple items were previously included in this section, and have been divided. Items have been renumbered accordingly.

(2)(D) Storage building permit: added $0.10 per square foot if over 200 square feet.

(2)(E) Water softener, water heater, irrigation, spa, hot tub, HVAC, solar panel, and wind turbine permits: increased from $25.00 to $35.00

(2)(F) Pool permit (in ground): added $0.10 per square foot if over 200 square feet.

(2)(G) Pool permit (above ground, over 24" tall): added $0.10 per square foot if over 200 square feet.

(2)(H) Patio/deck permit: added $0.10 per square foot if over 200 square feet.

(2)(S) Added 2 day waiting period for re-inspection after 3rd failed inspection.

Article A2.000 Public Safety
(d) City Ordinances

Per H.B. 274, the penalty for illegal dumping is being increased from $2,000 to $4,000:

Enforcement of Municipal Rules, Ordinances, or Police Regulations Prohibiting Illegal Dumping

Illegal dumping has become an increasingly prevalent crime in many parts of Texas. In addition to the danger associated with discarded items, the piles formed by the items are unsightly and attract pests such as mosquitoes, rats, and snakes. This persists until residents report the site to the political subdivision responsible for trash collection. Illegal dumping is especially problematic in residential neighborhoods with increased traffic flow, pedestrian activity, and children playing. H.B. 274 aims to serve as a deterrent against illegal dumping by increasing maximum applicable fines.

H.B. 274 amends Section 54.00 I of the Local Government Code relating to the enforcement of municipal rules, ordinances, or police regulations prohibiting illegal dumping, and increases the penalty for illegal dumping to $4,000. The bill amends Section 29.003 of the Government Code and Article 4.14 of the Code of Criminal Procedure granting jurisdiction of these cases to municipal courts.

BUDGETARY AND FINANCIAL SUMMARY:
Article A1.000 Development Services, Engineering and Construction

The proposed increases and additions are recommended to ensure proper cost recovery and assist with balancing development revenues and expenditures.

Article A2.000 Public Safety

The penalty for illegal dumping increase is expected to have minimal impact to the budget.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
The Fiscal & Budgetary Committee has reviewed the proposed fee schedule changes.

CITY ATTORNEY REVIEW:
Not applicable.

STAFF RECOMMENDATION:
Staff recommends approval of the ordinance amending the City of Hutto’s fee schedule.

SUPPORTING MATERIAL:
1. Ordinance Amending Fee Schedule
2. Exhibit A - Amended Fee Schedule
3. Exhibit B - Red Lined 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 December 3, 2015, 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 affect 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 19th day of November, 2015, 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 3rd day of December, 2015, at a regular meeting of the City Council of the City of Hutto, Texas.

CITY OF HUTTO, TEXAS

By: ________________________________  
Debbie Holland, Mayor  
Date Signed: ________________________

ATTEST:

By: ________________________________  
Seth Gipson, City Secretary

SEAL
EXHIBIT “A”

FEE SCHEDULE

DECEMBER 3, 2015

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
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Article A8.000 Miscellaneous ........................................................................................................ A-20
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.

<table>
<thead>
<tr>
<th>Estimated Valuation</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1.00 to $5,000.00</td>
<td>$25</td>
</tr>
<tr>
<td>$5,001.00 to $10,000.00</td>
<td>$76.92</td>
</tr>
</tbody>
</table>
$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.
   (i) 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.
   (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 ________, adopted 11/19/15); 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 fine of 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. The proposed rates would take effect December 1, 2008, if current provider contract is renewed. Includes $1.10 adjustable fuel surcharge

(1) Residential customers. Collected by city on monthly utility bill. Pickup once per week.

<table>
<thead>
<tr>
<th>Container Size or Number</th>
<th>Base Rate (includes billing)</th>
<th>Fuel Surcharge</th>
<th>Street Maint.</th>
<th>+ Sales tax (8.25%)</th>
<th>Recycle Cart</th>
<th>Total Monthly Fee</th>
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</thead>
<tbody>
<tr>
<td>Single 96-gallon cart</td>
<td>$14.25</td>
<td>$0.50</td>
<td>$0.93</td>
<td>$1.36</td>
<td>$0.75</td>
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<tr>
<td>Each additional cart</td>
<td>$14.25</td>
<td>$0.50</td>
<td>$0.93</td>
<td>$1.36</td>
<td>$0.75</td>
<td>$17.79</td>
</tr>
</tbody>
</table>

(2) Commercial customers with a cart. Collected by city on monthly utility bill. Pickup once per week.

<table>
<thead>
<tr>
<th>Container Size or Number</th>
<th>Base Rate (includes billing)</th>
<th>Fuel Surcharge</th>
<th>Street Maint.</th>
<th>+ Sales tax (8.25%)</th>
<th>Recycle Cart</th>
<th>Total Monthly Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single 96-gallon cart</td>
<td>$21.63</td>
<td>$0.50</td>
<td>$1.37</td>
<td>$2.00</td>
<td>$0.75</td>
<td>$26.25</td>
</tr>
<tr>
<td>Each additional cart</td>
<td>$21.63</td>
<td>$0.50</td>
<td>$1.37</td>
<td>$2.00</td>
<td>$0.75</td>
<td>$26.25</td>
</tr>
</tbody>
</table>

(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) Facilities. 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:  

<table>
<thead>
<tr>
<th>Facility</th>
<th>Residents</th>
<th>Nonresidents</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Park</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full (120' x 60')</td>
<td>$100.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>Half (60' x 30')</td>
<td>$50.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>Neighborhood parks (18' x 36')</td>
<td>$25.00</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

(B) Saul House Recreation Site:  

<table>
<thead>
<tr>
<th>Facility</th>
<th>Residents</th>
<th>Nonresidents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Site/Meeting Facility (4 hours)</td>
<td>$200.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>Additional Hours</td>
<td>$20/hour</td>
<td>$25/hour</td>
</tr>
</tbody>
</table>

(C) Sports facility lights  

<table>
<thead>
<tr>
<th>Facilities</th>
<th>Residents</th>
<th>Nonresidents</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$20.00/hour</td>
<td>$25.00/hour</td>
</tr>
</tbody>
</table>

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  

<table>
<thead>
<tr>
<th>Facility</th>
<th>Residents</th>
<th>Nonresidents</th>
<th>Local Non-profit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Day (4+ hours)</td>
<td>$500.00/day</td>
<td>$600.00/day</td>
<td>$300.00/day</td>
</tr>
<tr>
<td>Half Day (1-3 hours)</td>
<td>$100.00/hour</td>
<td>$200.00/hour</td>
<td>$50.00/hour</td>
</tr>
<tr>
<td>Security Deposit</td>
<td>$250.00</td>
<td>$350.00</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

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.  

<table>
<thead>
<tr>
<th>Facilities</th>
<th>Residents</th>
<th>Nonresidents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recreation kit</td>
<td>$25.00</td>
<td>$30.00</td>
</tr>
</tbody>
</table>

(3) Athletic field rental rates.  

(A) Deposit fees for all athletic field rentals:  

<table>
<thead>
<tr>
<th>Facilities</th>
<th>Residents</th>
<th>Nonresidents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bases/field markers, per field</td>
<td>$150.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>Keys, per set</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Rental Type</th>
<th>Residents - HISD</th>
<th>Nonresidents - Non-HISD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult tournaments, per field per day</td>
<td>$50.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>Youth tournaments, per field per day</td>
<td>$25.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>School tournaments, per field per day</td>
<td>$25.00</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

(ii) Camps, clinics and practices.

<table>
<thead>
<tr>
<th>Rental Type</th>
<th>Residents</th>
<th>Nonresidents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sports camps/clinics, per field per day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adult</td>
<td>$100.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>Youth</td>
<td>$50.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>Light fee</td>
<td>$20.00/hr.</td>
<td>$20.00/hr.</td>
</tr>
</tbody>
</table>

| Practice field rental, per hour   |           |              |
| Adult                              | $20.00    | $35.00       |
| Youth                              | $20.00    | $35.00       |
| Light fee                          | $20.00/hr.| $20.00/hr.   |
| (if available)                     | (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)

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; and 3/4&quot;</td>
<td>$600.00</td>
<td>$696.50</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$750.00</td>
<td>$862.50</td>
</tr>
<tr>
<td>1-1/2&quot;</td>
<td>$900.00</td>
<td>$1,035.00</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$1,100.00</td>
<td>$1,285.50</td>
</tr>
<tr>
<td>Above 2&quot;</td>
<td>Actual meter costs plus $300.00</td>
<td>Actual meter costs plus $360.00</td>
</tr>
</tbody>
</table>

Water

Minimum Monthly Charge (Demand)
<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; &amp; 3/4&quot; meter</td>
<td>$23.87</td>
<td>$27.45</td>
</tr>
<tr>
<td>1&quot; meter</td>
<td>$35.82</td>
<td>$41.18</td>
</tr>
<tr>
<td>1-1/2&quot; meter</td>
<td>$59.69</td>
<td>$68.64</td>
</tr>
<tr>
<td>2&quot; meter</td>
<td>$119.38</td>
<td>$137.29</td>
</tr>
<tr>
<td>3&quot; meter</td>
<td>$191.02</td>
<td>$219.67</td>
</tr>
<tr>
<td>4&quot; meter</td>
<td>$382.01</td>
<td>$439.32</td>
</tr>
<tr>
<td>6&quot; meter</td>
<td>$596.90</td>
<td>$686.44</td>
</tr>
<tr>
<td>8&quot; meter</td>
<td>$1193.81</td>
<td>$1372.88</td>
</tr>
</tbody>
</table>

Volume Rate (per 1,000 gallons)

**Single-Family Residential**

<table>
<thead>
<tr>
<th>Monthly use between:</th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 5,000 gals</td>
<td>$7.33</td>
<td>$8.43</td>
</tr>
<tr>
<td>5,001 to 12,000 gals</td>
<td>$8.03</td>
<td>$9.24</td>
</tr>
<tr>
<td>12,001 to 25,000 gals</td>
<td>$8.34</td>
<td>$9.58</td>
</tr>
<tr>
<td>25,001 gals or more</td>
<td>$9.16</td>
<td>$10.53</td>
</tr>
<tr>
<td>Non-residential, all consumption</td>
<td>$8.03</td>
<td>$9.24</td>
</tr>
<tr>
<td>Irrigation, all consumption</td>
<td>$8.34</td>
<td>$9.58</td>
</tr>
<tr>
<td>Construction, all consumption</td>
<td>$8.34</td>
<td>$9.58</td>
</tr>
</tbody>
</table>

**Wastewater**

Minimum Monthly Charge (Demand)

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; &amp; 3/4&quot; meter</td>
<td>$17.61</td>
<td>$20.25</td>
</tr>
<tr>
<td>1&quot; meter</td>
<td>$27.47</td>
<td>$30.38</td>
</tr>
<tr>
<td>1-1/2&quot; meter</td>
<td>$44.03</td>
<td>$50.63</td>
</tr>
<tr>
<td>2&quot; meter</td>
<td>$88.04</td>
<td>$101.26</td>
</tr>
<tr>
<td>Meter Size</td>
<td>Volume Rate (per 1,000 gallons)</td>
<td>Monthly Rate (volume and demand)</td>
</tr>
<tr>
<td>------------</td>
<td>--------------------------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>3&quot; meter</td>
<td>$140.87 $162.00</td>
<td></td>
</tr>
<tr>
<td>4&quot; meter</td>
<td>$281.75 $324.00</td>
<td></td>
</tr>
<tr>
<td>6&quot; meter</td>
<td>$440.23 $506.27</td>
<td></td>
</tr>
<tr>
<td>8&quot; meter</td>
<td>$880.46 $1012.53</td>
<td></td>
</tr>
</tbody>
</table>

Volume Rate (per 1,000 gallons)

Residential* $4.40 $5.06
Non-residential** $5.06 $5.82

Monthly Rate (volume and demand)

Flat Rate Customers $42.00 $48.30

*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 (Ordinance__________ adopted 7/2/15)

(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

OCTOBER 1 - DECEMBER 3, 2015

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1.000</td>
<td>Development Services, Engineering and Construction</td>
<td>A-3</td>
</tr>
<tr>
<td>A2.000</td>
<td>Public Safety</td>
<td>A-9</td>
</tr>
<tr>
<td>A3.000</td>
<td>Public Works</td>
<td>A-10</td>
</tr>
<tr>
<td>A4.000</td>
<td>Public Facility Rentals</td>
<td>A-11</td>
</tr>
<tr>
<td>A5.000</td>
<td>Utilities</td>
<td>A-13</td>
</tr>
<tr>
<td>A6.000</td>
<td>Business</td>
<td>A-19</td>
</tr>
<tr>
<td>A7.000</td>
<td>Library</td>
<td>A-20</td>
</tr>
<tr>
<td>A8.000</td>
<td>Miscellaneous</td>
<td>A-20</td>
</tr>
</tbody>
</table>
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: $125250.00.

(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): $25100.00.*

(11) Traffic Impact Analysis: $200.00 + plus Engineer Review Fees at $150 per hour professional recovery fee (rate will be higher if the City is billed at a higher rate 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: $475250.00.
(15) Traffic Impact Analysis: $200.00 plus+ Engineer Review Fees at $150 per hour professional recovery fee (rate will be higher if the City is billed at a higher rate, 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: $50.00 (driveway/flatwork/sidewalk/curb-cut) application fee.
   (A) Technology Fee: $5.00.

(7) Right-of-way construction inspection fee:
   (A) $25.00 (driveway/flatwork/sidewalk/curb-cut).
   (B) 3% of cost of public improvements (public improvements required).

(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): $25.00.
   (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.

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

(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: $57.00 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 (over 200 square feet); Water Softener, Water Heater, Irrigation, Spas, Hot Tubs; HVAC; Pool; Solar Panel; Wind Turbine; Patio; Deck permit: $25.00; plus required inspection(s) fees. Re-inspections are an additional fee.
(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.
   (i) 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. |
| (JN) Temporary Certificate of Occupancy: $100.00 per issuance. |
| (RN) 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. |
| (PL) Temporary job/construction trailer: $30.00. |
| (QM) Remodel-Residential: $25.00 plus required inspection(s) fees. Re-Inspections are an additional fee. (No Plan Review fee required) |
| (RN) Inspection for habitable dwelling. Building or home 5 years or older: $25.00. |
| (SQ) 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.


(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 (including dumping of refuse); and

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 , adopted 11/19/15); 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.** The proposed rates would take effect December 1, 2008, if current provider contract is renewed. Includes $1.10 adjustable fuel surcharge

   (1) **Residential customers.** Collected by city on monthly utility bill. Pickup once per week.

<table>
<thead>
<tr>
<th>Container Size or Number</th>
<th>Fees (effective 02/01/2012)</th>
<th>Total Monthly Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Base Rate (includes billing)</td>
<td>Fuel Surcharge</td>
</tr>
<tr>
<td>Single 96-gallon cart</td>
<td>$14.25</td>
<td>$0.50</td>
</tr>
<tr>
<td>Each additional cart</td>
<td>$14.25</td>
<td>$0.50</td>
</tr>
</tbody>
</table>

(2) **Commercial customers with a cart.** Collected by city on monthly utility bill. Pickup once per week.

<table>
<thead>
<tr>
<th>Container Size or Number</th>
<th>Fees (effective 02/01/2012)</th>
<th>Total Monthly Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Base Rate (includes billing)</td>
<td>Fuel Surcharge</td>
</tr>
<tr>
<td>Single 96-gallon cart</td>
<td>$21.63</td>
<td>$0.50</td>
</tr>
</tbody>
</table>
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) Facilities. 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:

<table>
<thead>
<tr>
<th>Facility</th>
<th>Residents</th>
<th>Nonresidents</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Park</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full (120' x 60')</td>
<td>$100.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>Half (60' x 30')</td>
<td>$50.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>Neighborhood parks (18' x 36')</td>
<td>$25.00</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

(B) Saul House Recreation Site:

<table>
<thead>
<tr>
<th>Facility</th>
<th>Residents</th>
<th>Nonresidents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Site/Meeting Facility (4 hours)</td>
<td>$200.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>Additional Hours</td>
<td>$20/hour</td>
<td>$25/hour</td>
</tr>
</tbody>
</table>

(C) Sports facility lights

| Facility              | $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

<table>
<thead>
<tr>
<th>Facility</th>
<th>Residents</th>
<th>Nonresidents</th>
<th>Local Non-profit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Day (4+ hours)</td>
<td>$500.00/day</td>
<td>$600.00/day</td>
<td>$300.00/day</td>
</tr>
<tr>
<td>Half Day (1-3 hours)</td>
<td>$100.00/hour</td>
<td>$200.00/hour</td>
<td>$50.00/hour</td>
</tr>
<tr>
<td>Security Deposit</td>
<td>$250.00</td>
<td>$350.00</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th></th>
<th>Residents</th>
<th>Nonresidents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recreation kit</td>
<td>$25.00</td>
<td>$30.00</td>
</tr>
</tbody>
</table>

(3) Athletic field rental rates.

(A) Deposit fees for all athletic field rentals:

<table>
<thead>
<tr>
<th>Deposit Type</th>
<th>Residents</th>
<th>Nonresidents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bases/field markers, per field</td>
<td>$150.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>Keys, per set</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Litter damage, per complex</td>
<td>$150.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>Concession stand, per day</td>
<td>$25.00</td>
<td>$30.00</td>
</tr>
<tr>
<td>Light fees, per hour</td>
<td>$20.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>Press Box</td>
<td>$25.00</td>
<td>$30.00</td>
</tr>
</tbody>
</table>

(B) Athletic rental fee schedule.

(i) Tournaments.

<table>
<thead>
<tr>
<th>Rental Type</th>
<th>Residents - HISD</th>
<th>Nonresidents - Non-HISD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult tournaments, per field per day</td>
<td>$50.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>Youth tournaments, per field per day</td>
<td>$25.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>School tournaments, per field per day</td>
<td>$25.00</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

(ii) Camps, clinics and practices.

<table>
<thead>
<tr>
<th>Rental Type</th>
<th>Residents</th>
<th>Nonresidents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sports camps/clinics, per field per day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adult</td>
<td>$100.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>Youth</td>
<td>$50.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>Light fee</td>
<td>$20.00/hr.</td>
<td>$20.00/hr.</td>
</tr>
</tbody>
</table>

Practice field rental, per hour

<table>
<thead>
<tr>
<th>Rental Type</th>
<th>Residents</th>
<th>Nonresidents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult</td>
<td>$20.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>Youth</td>
<td>$20.00</td>
<td>$35.00</td>
</tr>
</tbody>
</table>
(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)**

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; &amp; 3/4&quot; meter</td>
<td>$23.87</td>
<td>$27.45</td>
</tr>
<tr>
<td>1&quot; meter</td>
<td>$35.82</td>
<td>$41.18</td>
</tr>
<tr>
<td>1-1/2&quot; meter</td>
<td>$59.69</td>
<td>$68.64</td>
</tr>
<tr>
<td>2&quot; meter</td>
<td>$119.38</td>
<td>$137.29</td>
</tr>
<tr>
<td>3&quot; meter</td>
<td>$191.02</td>
<td>$219.67</td>
</tr>
<tr>
<td>4&quot; meter</td>
<td>$382.01</td>
<td>$439.32</td>
</tr>
<tr>
<td>6&quot; meter</td>
<td>$596.90</td>
<td>$686.44</td>
</tr>
<tr>
<td>8&quot; meter</td>
<td>$1193.81</td>
<td>$1372.88</td>
</tr>
</tbody>
</table>

**Volume Rate (per 1,000 gallons)**

<table>
<thead>
<tr>
<th>Single-Family Residential</th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly use between:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 to 5,000 gals</td>
<td>$7.33</td>
<td>$8.43</td>
</tr>
<tr>
<td>5,001 to 12,000 gals</td>
<td>$8.03</td>
<td>$9.24</td>
</tr>
<tr>
<td>12,001 to 25,000 gals</td>
<td>$8.34</td>
<td>$9.58</td>
</tr>
<tr>
<td>25,001 gals or more</td>
<td>$9.16</td>
<td>$10.53</td>
</tr>
</tbody>
</table>

Non-residential, all consumption: $8.03 $9.24

Irrigation, all consumption: $8.34 $9.58

Construction, all consumption: $8.34 $9.58
## Wastewater

Minimum Monthly Charge (Demand)

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8” &amp; 3/4” meter</td>
<td>$17.61</td>
<td>$20.25</td>
</tr>
<tr>
<td>1” meter</td>
<td>$27.47</td>
<td>$30.38</td>
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<tr>
<td>1-1/2” meter</td>
<td>$44.03</td>
<td>$50.63</td>
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<tr>
<td>2” meter</td>
<td>$88.04</td>
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<tr>
<td>3” meter</td>
<td>$140.87</td>
<td>$162.00</td>
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<tr>
<td>4” meter</td>
<td>$281.75</td>
<td>$324.00</td>
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<tr>
<td>6” meter</td>
<td>$440.23</td>
<td>$506.27</td>
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<tr>
<td>8” meter</td>
<td>$880.46</td>
<td>$1012.53</td>
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</table>

Volume Rate (per 1,000 gallons)

<table>
<thead>
<tr>
<th></th>
<th>Residential*</th>
<th>Non-residential**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential*</td>
<td>$4.40</td>
<td>$5.06</td>
</tr>
<tr>
<td>Non-residential**</td>
<td>$5.06</td>
<td>$5.82</td>
</tr>
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</table>

Monthly Rate (volume and demand)

<table>
<thead>
<tr>
<th></th>
<th>Flat Rate Customers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flat Rate Customers</td>
<td>$42.00</td>
</tr>
</tbody>
</table>

*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 (Ordinance _________ adopted 7/2/15)

   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)
AGENDA ITEM NO.: 9A.  
AGENDA DATE: December 03, 2015

PRESENTED BY: Helen Ramirez, Director of Development Services

ITEM: Consideration and possible action on a resolution approving a lease rental agreement for suite numbers 103, 104 and 204 of the Old Town Professional Building located at 210 Hwy 79 East in Hutto, Texas to be occupied by the Development Services Department.

STRATEGIC GUIDE POLICY: Fiscal and Budgetary

ITEM BACKGROUND:
The City of Hutto currently leases approximately 3,000 square feet of retail space for office use at Hutto Commons, located at 409 West Front Street Suite 200. Development Services has occupied the space since 2007. The current space accommodates 9 employees and has been slated for reconfiguration to accommodate up to 11 employees. The existing floor plan is odd shaped for office use.

The new offices are located at 210 Hwy 70 and includes Suite 103, 104, and 204 for a total of 3,000 square feet. The term of the lease is for three years, with a two year option to renew. The proposed move will yield a yearly savings of $14,800 in rental costs. Over a three year period this would be a savings of $44,400. The new office space can accommodate growth of up to 13 employees and includes an easily accessible conference room.

BUDGETARY AND FINANCIAL SUMMARY:
The proposed office move was presented to Fiscal and Budget on November 10th.

The office move proposes the use of a portion of the funds that have already been allocated for an office reconfiguration for the Public Works annex building and Development Services offices in the amount of $75,000. The following one time costs are anticipated:

Moving costs- $6,000 (not to exceed).
Tenant Improvements- approximately $5,100 (Landlord to pay up to $2,500 toward tenant finish-out)
Office furniture- approximately $25,000 (refurbish/reuse when feasible)
New public counter. approximately $3,000.
Business cards: $250
New Signage and window decals - $1,500 (to be determined)
IT costs include rewiring and IT firewall - $2,000 to 2,500

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**
The proposed office move was presented to Fiscal and Budget on November 10th.

**CITY ATTORNEY REVIEW:**
The City Attorney has reviewed the terms of the lease.

**STAFF RECOMMENDATION:**
Staff recommends approval of the lease and one time moving costs.

**SUPPORTING MATERIAL:**
1. Resolution - Lease Agreement with JasPas Properties
2. Lease Agreement
RESOLUTION NO.

A RESOLUTION OF THE CITY OF HUTTO, TEXAS AUTHORIZING AN AGREEMENT WITH JASPAS PROPERTIES FOR THE LEASE OF OFFICE SUITES 103, 104, AND 204 CONTAINING APPROXIMATELY 3,000 SQUARE FEET OF RENTABLE AREA IN THE OLD TOWN PROFESSIONAL BUILDING LOCATED AT 210 HWY 79 EAST IN HUTTO, TEXAS.

WHEREAS, the City of Hutto ("City") and JasPas Properties ("JasPas Properties") have a mutual intent and understandings with respect to the terms of the lease for renting Suites 103, 104 and 204 for office use for the City, and

WHEREAS, the City has reviewed and negotiated the terms of lease with JasPas Properties, and

WHEREAS, the City and JasPas Properties wish to enter into a Lease outlining their mutual understanding and agreement to work cooperatively and in good faith in respect to leasing Suites 103, 104 and 204 at 210 HWY 79 East in Hutto, Texas for City office use,

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement with JasPas Properties.

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 3rd day of December, 2015.

CITY OF HUTTO, TEXAS

Debbie Holland, Mayor

ATTEST:

Seth Gipson, City Secretary
# JasPas Properties

**COMMERCIAL LEASE**

"Developing Your Tomorrow"

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF JasPas Properties IS NOT AUTHORIZED.

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<td>E. HVAC Service Contract</td>
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<td>34.</td>
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<tr>
<td>36.</td>
<td>Agreement of the Parties</td>
<td>14</td>
</tr>
</tbody>
</table>

## ADDENDA & EXHIBITS (check all that apply)

- [ ] Exhibit
- [ ] Commercial Lease Addendum for Broker's Fee
- [ ] Commercial Lease Expense Reimbursement Addendum
- [ ] Commercial Lease Addendum for Extension Option
- [ ] Commercial Lease Addendum for Percentage Rent
- [ ] Commercial Lease Parking Addendum
- [ ] Commercial Landlord's Rules and Regulations
- [ ] Commercial Lease Guaranty
- [ ] Commercial Lease Right of First Refusal Addendum
- [ ] Commercial Lease Addendum for Optional Space
- [ ] Commercial Leasehold Construction Addendum

Initialed for Identification by Tenant: [Signature], [Name], and Landlord: [Signature], [Name]
JasPas Properties
COMMERCIAL LEASE
"Developing Your Tomorrow"

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF JasPas Properties IS NOT AUTHORIZED.

1. PARTIES: The parties to this lease are:

Tenant: City of Hutto
401 W Front St Hutto TX 78634 ; and

Landlord: JasPas Properties
PO Box 609 Hutto TX 78634

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

☑ (1) Multiple-Tenant Property: Suite or Unit Number 103,104,204 containing approximately 3000 square feet of rentable area in Old Town Professional Building (project name) at 210 Hwy 79 East (address) in Hutto (city), Williamson (county), Texas, which is legally described on attached Exhibit or as follows:

S9796 - 210 Highway 79 East, Block 15, Lot B

☐ (2) Single-Tenant Property: The real property at: ________________________________ (address) in ________________________________ (city), ________________________________ (county), Texas, which is legally described on attached Exhibit or as follows: ________________________________

B. If Paragraph 2A(1) applies:
(1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property.

3. TERM:

A. Term: The term of this lease is 36 months and 0 days, commencing on:

January 1, 2016 (Commencement Date) and ending on

December 31, 2018 (Expiration Date).

Initialed for Identification by Tenant: , , and Landlord: DS ,

Page 2 of 14
B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit ______________________ or as follows:

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/16</td>
<td>12/31/16</td>
<td>$3900.00</td>
</tr>
<tr>
<td>1/1/17</td>
<td>12/31/17</td>
<td>$3978.00</td>
</tr>
<tr>
<td>1/1/18</td>
<td>12/31/18</td>
<td>$4057.56</td>
</tr>
<tr>
<td>1/1/19</td>
<td>12/31/19</td>
<td>$4136.71</td>
</tr>
<tr>
<td>1/1/20</td>
<td>12/31/20</td>
<td>$4221.49</td>
</tr>
</tbody>
</table>

B. First Full Month's Rent: The first full base monthly rent is due on or before January 1, 2016

C. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

D. Additional Rent: In addition to the base monthly rent and prorated rent, Tenant will pay Landlord all other amounts, as provided by the attached (Check all that apply):

☑ (1) Commercial Expense Reimbursement Addendum
☑ (2) Commercial Percentage Rent Addendum
☑ (3) Commercial Parking Addendum
☑ (4) ___________________________

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

E. Place of Payment: Tenant will remit all amounts due Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

<table>
<thead>
<tr>
<th>Name:</th>
<th>JasPas Properties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>PO Box 609 or 305 West Street</td>
</tr>
<tr>
<td></td>
<td>Hutto TX 78634</td>
</tr>
<tr>
<td></td>
<td>Hutto TX 78634</td>
</tr>
</tbody>
</table>

F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after
providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant’s failure to make timely payments with good funds.

G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 5% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord’s acceptance of a late charge does not waive Landlord’s right to exercise remedies under Paragraph 20.

H. Returned Checks: Tenant will pay $25.00 (not to exceed $25) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment. After first returned check, rents will only be accepted via cash, cashier’s check, or money order.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay $3,000.00 to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant’s forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

<table>
<thead>
<tr>
<th>Service</th>
<th>N/A</th>
<th>Landlord</th>
<th>Tenant</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Water</td>
<td>☐</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>(2) Sewer</td>
<td>☐</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>(3) Electric</td>
<td>☐</td>
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</tr>
<tr>
<td>(4) Gas</td>
<td>☐</td>
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</tr>
<tr>
<td>(5) Telephone</td>
<td>☐</td>
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</tr>
<tr>
<td>(6) Trash</td>
<td>☐</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>(7) Cable</td>
<td>☐</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>(8) All other utilities</td>
<td>☐</td>
<td>☑</td>
<td>☐</td>
</tr>
</tbody>
</table>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord’s prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.
C. **Notice**: Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges**: "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

- [x] (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

- [ ] (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of $_________ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

- [ ] (3) Tenant will pay for the HVAC services under this lease.

8. **INSURANCE**:

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

(1) public liability insurance in an amount not less than $1,000,000.00 on an occurrence basis naming Landlord as an additional insured; and

(2) personal property damage insurance for Tenant's business operations and contents on the leased premises in an amount sufficient to replace such contents after a casualty loss.

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or

(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. **USE AND HOURS**:

A. Tenant may use the leased premises for the following purpose and no other: ____________________________

__________________________
City of Hutto Administrative Business

Initiated for Identification by Tenant: _____, _____, and Landlord: __DS__, _____
B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.

C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): Standard business hours Mon-Friday, 8am-9pm (or when meetings adjourn, Saturday optional)

10. LEGAL COMPLIANCE:

A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
   (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
   (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
   (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
   (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
   (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
   (6) the permanent or temporary storage of any hazardous material; or
   (7) 

B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.

C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

A. Tenant may not post or paint any signs at, on, or about the leased premises or Property without Landlord's written consent. Landlord may remove any unauthorized sign, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign.

B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.

C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs that were placed on the Property or leased premises by or at the request of Tenant. Any signs that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

Initialed for Identification by Tenant: _____, _____, and Landlord: _____, _____
12. ACCESS BY LANDLORD:

A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.

B. During the last ___60____ days of this lease, Landlord may place a "For Lease" or similarly worded sign in the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.

B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.

C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.

D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☑ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.

C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The

Initialed for Identification by Tenant: ___, ___, and Landlord: __PS__, ___.

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specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

(1) Foundation, exterior walls, roof, and other structural components  N/A   Landlord   Tenant
(2) Glass and windows                                      □   □   □
(3) Fire protection equipment and fire sprinkler systems     □   □   □
(4) Exterior & overhead doors, including closure devices, molding locks, and hardware □   □   □
(5) Grounds maintenance, including landscaping and irrigation systems □   □   □
(6) Interior doors, including closure devices, frames, molding, locks, and hardware □   □   □
(7) Parking areas and walks                                      □   □   □
(8) Plumbing systems, drainage systems, electrical systems, and mechanical systems, except systems or items specifically designated otherwise □   □   □
(9) Ballast and lamp replacement                                                □   □   □
(10) Heating, Ventilation and Air Conditioning (HVAC) systems                 □   □   □
(11) Signs and lighting:
   (a) Pylon                                                              □   □   □
   (b) Facia                                                              □   □   □
   (c) Monument                                                           □   □   □
   (d) Door/Suite                                                        □   □   □
(12) Extermination and pest control, excluding wood-destroying insects □   □   □
(13) Fences and Gates                                                  □   □   □
(14) Storage yards and storage buildings                                □   □   □
(15) Wood-destroying insect treatment and repairs                        □   □   □
(16) Cranes and related systems                                         □   □   □
(17) □   □   □
(18) □   □   □
(19) All other items and systems.                                        □   □   □

D. **Repair Persons:** Repairs must be completed by trained, qualified, and insured repair persons.

E. **HVAC Service Contract:** If Tenant maintains the HVAC system under Paragraph 15C(10), Tenant is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and charge Tenant the expense of such a maintenance and service contract or exercise Landlord's remedies under Paragraph 20.

F. **Common Areas:** Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and restrictions. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.

H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:
   A. Tenant may not alter, improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
   B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
   C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
   D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:
   A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
   B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:
   A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

Initiated for identification by Tenant: _____, _____, and Landlord: _____, _____
B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.

C. If Tenant is in default, Landlord may: (i) terminate Tenant's right to occupy the leased premises by providing Tenant with at least 3 days written notice; and (ii) accelerate all rents which are payable during the remainder of this lease or any renewal period without notice or demand. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:

1. any lost rent;
2. Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
3. repairs to the leased premises for use beyond normal wear and tear;
4. all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
5. all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
6. cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
7. cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
8. cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property;
9. any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT: Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 2 times the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a copy of this lease as a financing statement.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.
25. **RELOCATION:**

☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.

☑ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. **SUBORDINATION:**

A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
   (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
   (2) all advances made under any such lien, encumbrance, or ground lease;
   (3) the interest payable on any such lien or encumbrance;
   (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
   (5) any restrictive covenant affecting the leased premises or the Property; and
   (6) the rights of any owners' association affecting the leased premises or Property.

B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. **ESTOPPEL CERTIFICATES:** Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

28. **CASUALTY LOSS:**

A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.

B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.

C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.

D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.

B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: ________________________________

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) it is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are: ________________________________

Cooperating Broker: ________________________________
License No. ________________________________
Principal Broker: ________________________________
License No. ________________________________

Address ________________________________
Phone ________________________________
Fax ________________________________
E-mail ________________________________

Cooperating Broker represents Tenant. ________________________________

Principal Broker: (Check only one box) ☑ represents Landlord only.
☐ represents Tenant only.
☐ is an intermediary between Landlord and Tenant.

Initiated for Identification by Tenant: ________________________________

and Landlord: ________________________________

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B. Fees:

☑️ (1) Principal Broker's fee will be paid according to: (Check only one box).
☐ (a) a separate written commission agreement between Principal Broker and:
☑️ Landlord ☐ Tenant.
☐ (b) the attached Addendum for Broker's Fee.

☐ (2) Cooperating Broker's fee will be paid according to: (Check only one box).
☐ (a) a separate written commission agreement between Cooperating Broker and:
☐ Principal Broker ☐ Landlord ☐ Tenant.
☐ (b) the attached Addendum for Broker's Fee.

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Tenant at the leased premises,
and a copy to: ____________________________________________________________

Address: ________________________________________________________________
Phone: ___________________________ Fax: _____________________________

☑️ Tenant also consents to receive notices by e-mail at: ____________________________

Landlord at: JasPas Properties

Address: PO Box 609, Hutto TX 78634
Phone: 512-826-1508 Patti
Fax: 512-799-3075 Jim

and a copy to: ____________________________________________________________

Address: ________________________________________________________________
Phone: ___________________________ Fax: _____________________________

☑️ Landlord also consents to receive notices by e-mail at: jaspasproperties@gmail.com

or

patti@aceaudiocom.com

35. SPECIAL PROVISIONS:

*Landlord will have all carpets steam-cleaned.

*Pets are not permitted on property.

* Landlord will extend up to $2500 toward Tenant Finish-Out construction for the following:

Suite 103- Remove 2 and 1/2 walls. The 1/2 wall will be finished to accommodate/unused for a public counter. Installation of carpet in the front 2 office areas where the walls are to be removed. Remove counter/sink from large rear office area and replace flooring once the counter/sink is removed to ensure that it matches the rest of the existing flooring.

Suite 104- Remove 1 wall in the front office and add a doorway and matching door (have color match other existing doors) to the hall by the front office area. For privacy, add a window blind to the existing door that matches the existing one on the window. Remove tile and leave a 3' x 3' transition in front of the existing exterior door. Install new carpet (to be approved by the tenant) in the area that will be the new conference room.

Suite 204- Remedy sound from adjacent tenant space, for example, the door can be sealed. Remedy smell cause by adjacent tenant space.

Options (Tenant's discretion):
1-Landlord will contract with Kingdom Builders to provide all construction as shown above for a rate of $7,600. After Landlord's contribution of $2500, Tenant will be responsible for balance of $5100.
2-Tenant also has option of obtaining other contracting service to perform the work.

*Landlord will label the 2 parking spaces to the immediate left of the handicapped space as "Customer Parking".

*Tenant has first right of refusal for an additional 2 year extension, with the same 2% annual increase (refer to Page 3, 4.A)
36. AGREEMENT OF PARTIES:

A. **Entire Agreement**: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.

B. **Binding Effect**: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

C. **Joint and Several**: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of the lease, its renewal, or its termination is binding on all Tenants.

D. **Controlling Law**: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.

E. **Severable Clauses**: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.

F. **Waiver**: Landlord’s delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

G. **Quiet Enjoyment**: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.

H. **Force Majeure**: If Landlord’s performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord’s control, the time for Landlord’s performance will be abated until after the delay.

I. **Time**: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

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**Tenant**

By ___________________________ 

Printed Name ___________________________ 

Title ___________________________

Date ___________________________

---

**Landlord**

By ___________________________ 

Printed Name ___________________________ 

Title ___________________________

Date ___________________________

---

**Tenant**

By ___________________________ 

Printed Name ___________________________ 

Title ___________________________

---

**Landlord**

By ___________________________ 

Printed Name ___________________________ 

Title ___________________________

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**JasPas Properties, LLC**

P. O. Box 609

Hutto, TX 78634

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11-25-15
AGENDA ITEM NO.: 10A.  AGENDA DATE: December 03, 2015

PRESENTED BY: Seth Gipson, City Secretary

ITEM: Consideration and possible action on the meeting minutes for the November 5, 2015, and November 19, 2015 City Council Regular Meetings.

STRATEGIC GUIDE POLICY: Leadership

ITEM BACKGROUND: The City Council meeting minutes for the November 5, 2015, and November 19, 2015, City Council Regular 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 for the November 5, 2015, and November 19, 2015, City Council Regular Meetings.

SUPPORTING MATERIAL: 1. Draft - November 5, 2015 City Council meeting minutes  2. Draft - November 19, 2015 City Council meeting minutes
The Hutto City Council met in a regular session on Thursday, November 5, 2015, in the Hutto City Council Chamber, 401 W. Front Street, Hutto, TX 78634.

CALL SESSION TO ORDER

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

ROLL CALL

Members of the City Council that were present were Mayor Debbie Holland, Mayor Pro-tem Michael J. Smith, Councilmember Anne Cano, Councilmember Tom Hines, Councilmember Ronnie Quintanilla-Perez, Councilmember Lucio Valdez, and Councilmember Max V. Yeste.

Members of staff that were present were Karen Daly, City Manager, Micah Grau, Assistant City Manager, Charlie Crossfield City Attorney, Helen Ramirez, Development Services Director, Scot Stromsness, Director of Public Works, Mike Hemker, Director of Parks and Recreation, and Earl Morrison, Chief of Police.

INVOCATION

The invocation was given by Pastor Bernardo Garcia with Hutto Bible Church.

PLEDGE OF ALLEGIANCE

Mayor Holland led the Pledge of Allegiance.

PUBLIC COMMENT

5A. Remarks from visitors.

There were no remarks from the visitors present.

PRESENTATIONS

6A. Work session regarding the annual update of the Planning and Zoning Commission.

Members of the Planning and Zoning Commission that were present were Chuck Murphy, Chairman, Bryon Borchers, Vice-Chair, Jessica Romigh, Commissioner, Mary Belton, Commissioner, Stephanie Alba, Commissioner, and Todd Robison Commissioner. David Kinnaman, Commissioner, was absent.
Chuck Murphy, Planning and Zoning Commission Chairman, gave the presentation. This work session was to provide the annual update from the Planning and Zoning Commission. The work session included a discussion on accomplishments, actions, cases, projects, Commission goals, and what the Council would like to see from the Commission moving forward.

The City Council emphasized the plan to balance residential and commercial growth, as identified in the 2040 Comprehensive Plan which calls for a 50/50 split of commercial and residential taxable value.

The Commission stressed that open communication and additional joint meetings between the City Council and the Commission will greatly help guide the growth.

Councilmember Hines asked if there were any ordinances, such as the sign ordinance, that hinder the commercial growth within the City. The Commission agreed that they have not encountered enough issues to determine if there is a hindrance. Commissioner Romigh added that during the sign variance process, there has not be any backlash, so that we should take that as a positive sign. Helen Ramirez, Development Services Director, provided some clarification on the signage approval process and the variance process.

To conclude, the City Council thanked each commissioner for their hard work and dedicated service to the City.

6B. Work Session with the Parks Advisory Board to discuss the Parks, Recreation, Open Space and Trails Master Plan Update.

Members of the Parks Advisory Board that were present were Troy McMillin, Chairman, Kelly Gaydos, Vice-Chair, Bettina Jordan, Boardmember, Rose McMillin, Boardmember, and Katie Weiss, Boardmember. Douglas Bednarz, Boardmember and Perry Savard, Boardmember, were absent.

Mike Hemker, Parks & Recreation Director, gave the staff presentation. The work session focused on the plan goals, objectives and implementation plan recommendations as well as the remainder of the adoption process. During the budget process for the 2014-15 Fiscal Year, funds were appropriated for the update of the City of Hutto Parks, Recreation, Open Space and Trails Master Plan. This plan is the City's guide related to parks and recreation facility and program planning for the next five to ten years. The plan was last updated in 2007.

The Luck Design Team lead by Brent Luck, was awarded the project and began the process in April 2015. Public input sessions, stakeholders meetings, a community survey and continuous input from the Parks Advisory Board resulted in the draft Master Plan Update. The document updates the current inventory of City-owned public parks and recreation related facilities and their amenities. It also addresses results from a community wide survey and presents a recommendation for future parks and facilities as well as makes formal recommendations for the implementation of the overall plan.
Brent Luck provided an overview of the following goals, priorities, and the implementation process.

Goals

1. To plan park facilities meeting the projected population growth with the health, safety and welfare of the community as a primary consideration.
2. To develop park facilities to serve the existing as well as the impending growth of the city.
3. To determine potential locations for future parkland.
4. To preserve adequate open space for the long-term population growth of the City of Hutto.
5. To maintain park facilities to the high quality standard which the citizens of Hutto expect from their park system through the re-investment of time and monies into existing parks.
6. To create a viable meeting center at the Saul House and maximize the house and surrounding lands for recreational programming activities by providing interior and exterior improvements for enhanced programming opportunities.
7. To increase participation in the parks and recreation programs offered by the City.
8. To use parks as an economic development tool for the City of Hutto.

Outdoor Park Amenity Priorities

- **High Priorities**
  - Trails
  - Soccer
  - Dog Park
  - Swimming Pool
  - Baseball

- **Medium Priorities**
  - Splash Pad
  - Playgrounds

- **Low Priorities**
  - Amphitheater
  - Softball
  - Football
  - Linear Parks
  - Open Play Area
  - Tennis Courts
  - Veterans Memorial
  - Basketball
  - Canoeing
  - Picnic Areas
  - Skate Park
  - Fishing
- High Priorities
  - Community Recreation Center
  - Senior Center
  - Indoor Gymnastics
  - Teen Center

Mr. Luck concluded with an outline of the project matrix showing how each project relates to the eight goals and highlighted the key drivers that received overwhelming community feedback. There were an outdoor swimming facility and indoor recreation facilities including meeting areas.

The City Council and Parks Advisory Board discussed the following items:
- Funding Mechanisms
- Project Feasibility Study
- Fiscal Impacts
- Economic Development Impacts
- Parkland Dedication

The City Council concluded the work session by thanking the Parks Advisory Board for their hard work and commitment in developing this master plan.

CONSENT AGENDA ITEMS

All items listed on the consent agenda were considered to be routine by the City Council and were enacted by one motion. There was no separate discussion of the items and no items were removed from the consent agenda.

7A. Consideration and possible action on a resolution concerning the proposed Subdivision Riverwalk Phase 3 Section 2 Final Plat, 11.72 acres, more or less, of land, 63 single-family lots, located at Comal Run and Sulphur River Loop.

7B. Consideration and possible action on a resolution concerning the proposed Subdivision Riverwalk Phase 3 Section 3 Final Plat, 18.72 acres, more or less, of land, 77 single-family lots, located at Nueces River Trail and Liard River Road.
7C. Consideration and possible action on a resolution concerning the execution of Supplemental Agreement No. 4 with LJA Engineering, Inc. for design of the FM 685 widening and bridge replacement project.

7D. Consideration and possible action on a resolution concerning the acceptance of the water, wastewater, street and drainage improvements of the Glenwood Phase 5 residential subdivision.

7E. Consideration and possible action on a resolution concerning the acceptance of wastewater, street and sidewalk improvements from the Wastewater Relocation for Emory Farms Sections 5 and 6.

7F. Consideration and possible action on a resolution concerning an agreement with Santa Clara Construction, Ltd. for the construction of the Enclave Lift Station and Forcemain Upgrades project in the amount of $2,513,632.00.

7G. Consideration and possible action on the meeting minutes for the October 5, 2015 Joint City Council and Hutto ISD Board of Trustees Meeting, and October 15, 2015 City Council Regular Meeting.

7H. Consideration and possible action on a resolution concerning an agreement with WCD Enterprises, LLC Landscape services for the grounds maintenance and right of way mowing services.

MOTION: Mayor Pro-tem Michael Smith moved to approve all the items listed on the consent agenda as presented. Councilmember Tom Hines seconded the motion. The motion carried with 7 ayes and 0 nays.

REGULAR AGENDA ITEMS

ORDINANCES

8A. Consideration and possible action on the first reading of an ordinance consenting to the assignment of a franchise agreement from Capital EMS to Acadian Ambulance Service of Texas, LLC.

Micah Grau, Assistant City Manager, gave the staff presentation. The City Council approved a non-exclusive franchise agreement with Capital EMS to provide private ambulance services within the City of Hutto in June 2012. This five year franchise expires on June 8, 2017. The City was recently notified that Capital EMS was purchased by Acadian Ambulance Service of Texas, LLC. The owner, J. Troy Mayer requested that the franchise be transferred to Acadian so that they can continue to provide private ambulance services within the City of Hutto. The terms and conditions of the original franchise agreement remain the same. The provider is required to:

- Maintain service for 24 hours a day for private ambulance service requests.
- Respond only to "non-emergency" transportation requests.
- Provide proof of insurance coverage naming the City as an additional insured.
- Carry a $10,000.00 performance bond.
- Meet certain standards for personnel and vehicles/equipment.
- Provide a copy of fee schedule demonstrating that fees are “equal to or less than the current and future rates as set forth by Williamson County for Emergency Medical Services.”

**MOTION:** Councilmember Tom Hines moved to approve the first reading of the ordinance consenting to the assignment of a franchise agreement from Capital EMS to Acadian Ambulance Service of Texas, LLC. Councilmember Ronnie Quintanilla-Perez seconded the motion. The motion carried with 7 ayes and 0 nays.

**MOTION:** Councilmember Tom Hines moved to dispense with the second reading of the ordinance consenting to the assignment of a franchise agreement from Capital EMS to Acadian Ambulance Service of Texas, LLC and to adopt the ordinance. Councilmember Anne Cano seconded the motion. The motion carried with 7 ayes and 0 nays.

**RESOLUTIONS**

9A. Consideration and possible action on a resolution appointing representatives to the Joint City-ESD Fire Task Force and establishing a purpose and scope.

Micah Grau, Assistant City Manager, gave the staff presentation. The City Council held a joint work session with the Williamson County Emergency Services District #3 on October 15, 2015. During the work session, Commission Chair Bill Brown appointed staff liaison Lt. Rob Bocanegra and Commissioners Michael Cooper and Butch Miller to represent the ESD #3 on a task force to evaluate the future of fire provision services within the City of Hutto. Mayor Holland, in turn, appointed staff liaison Micah Grau along with Mayor Pro-Tem Michael Smith and Councilmember Lucio Valdez to represent the City of Hutto. This item ratifies the Mayor’s appointments to the task force and establishes a scope of work and goals for the task force. Possible objectives for the Task Force include:

- Review the growth and development patterns affecting fire protection services in the City of Hutto.
- Resolve conflicts related to development within the City of Hutto and Fire Inspection services.
- Evaluate the interlocal agreement between the City of Hutto and the ESD#3.
- Evaluate alternative delivery methods for fire protection services.
- Review the need for additional fire protection and the resources required to meet those needs.
- Provide appropriate data to justify any additional resources.
- Identify a process for Fire Inspection services within the Hutto City Limits that appropriately applies the development and building codes adopted by the Hutto City Council.
- Recommend changes to the interlocal agreement to meet fire protection needs within the City of Hutto.
Councilmember Valdez requested that the wording of the task force scope outlined in the resolution be adjusted to say “consider, but is not limited to the following tasks”, instead of “shall complete the following task”, so the task force is not limited to examine the items listed.

Discussion ensued concerning the Open Meetings Act, the task force scope, and timeframe for the group to meet and develop an executive summary outlining the needs and a plan of action.

**MOTION:** Councilmember Ronnie Quintanilla-Perez moved to approve the resolution, as amended, appointing the recommended representatives to the Joint City-ESD Fire Task Force and making the proposed changes the establishment of the purpose and scope of the task force. Councilmember Anne Cano seconded the motion. The motion carried with 7 ayes and 0 nays.

**ADJOURNMENT**

*There being no further business, the meeting was adjourned at 8:31p.m.*

**CITY OF HUTTO, TEXAS**

______________________________
Debbie Holland, Mayor

**ATTEST:**

______________________________
Seth Gipson, City Secretary
The Hutto City Council met in a regular session on Thursday, November 19, 2015, in the Hutto City Council Chamber, 401 W. Front Street, Hutto, TX 78634.

CALL SESSION TO ORDER

Mayor Debbie Holland called the session to order at 7:01 p.m.

ROLL CALL

Members of the City Council that were present were Mayor Debbie Holland, Mayor Pro-tem Michael J. Smith, Councilmember Anne Cano, Councilmember Tom Hines, Councilmember Ronnie Quintanilla-Perez, Councilmember Lucio Valdez, and Councilmember Max V. Yeste.

Members of staff that were present were Karen Daly, City Manager, Micah Grau, Assistant City Manager, Charlie Crossfield, City Attorney, Helen Ramirez, Development Services Director, Mike Hemker, Director of Parks and Recreation, and Earl Morrison, Chief of Police.

INVOCATION

The invocation was given by Pastor Fred Warren with Little Ebenezer Baptist Church.

PLEDGE OF ALLEGIANCE

Mayor Holland led the Pledge of Allegiance.

PUBLIC COMMENT

5A. Remarks from visitors.

There were no remarks from the visitors present.

PRESENTATIONS

6A. Presentation of the Texas Amateur Athletic Federation (TAAF) Silver Medal Member City for the support of amateur athletics in Hutto.

Mark Lord, Executive Director for the Texas Amateur Athletic Federation, presented the City of Hutto with two awards. The first, was the Silver Member City Award. This award is given based on a formula that calculates team, individual, coach and parent registrations, and certifications to its population. The second award presented, was the Member City Award for population 34,999 and below. This award can only be
earned once every five years and recognizes the City for promoting and improving the athletic programs.

Mayor Debbie Holland, Mike Hemker, Parks and Recreation Director, and Lacey Dingman, Recreation Manager, were in attendance to accept both of the awards.

REGULAR AGENDA ITEMS

ORDINANCES

7A. Consideration and possible action on the first reading of an ordinance to reduce the speed limit of FM 1660 North within the City upon the basis of an Engineering and Traffic investigation by Texas Department of Transportation.

Helen Ramirez, Development Services Director, gave the staff presentation. The Texas Department of Transportation (TxDOT) recently conducted a speed study to reduce the speed limit on FM 1660 North between US 79 and 48 feet north of Cottonwood Drive to 30 MPH and between 48 feet north of Cottonwood Drive and 535 feet north of CR-136 (Mager Lane) to 45 MPH within the City limits. TxDOT requires the City Council to pass an ordinance in order for the speed limit signs to be changed.

Ms. Ramirez recognized the chart listed in the ordinance contained duplicated information and she read the correction.

MOTION: Councilmember Ronnie Quintanilla-Perez moved to approve the first reading of the ordinance, as amended, to reduce the speed limit of FM 1660 North within the City upon the basis of an Engineering and Traffic investigation by the Texas Department of Transportation. Mayor Pro-tem Michael Smith seconded the motion. The motion carried with 7 ayes and 0 nays.

MOTION: Councilmember Max Yeste moved to dispense with the second reading of the ordinance, as amended, to reduce the speed limit of FM 1660 North within the City upon the basis of an Engineering and Traffic investigation by the Texas Department of Transportation and to adopt the ordinance. Mayor Pro-tem Michael Smith seconded the motion. The motion carried with 7 ayes and 0 nays.

RESOLUTIONS

8A. Consideration and possible action on a resolution concerning amendments to the City Council Relations Policy.

Seth Gipson, City Secretary, gave the staff presentation. In 2006, the Hutto City Council approved a resolution adopting a Council Relations Policy that served as a guide for City Council processes. This policy was revised several times, with the last revision being in 2009.

On July 13, 2015, the Leadership and Legislative Committee determined that the current City Council Relations Policy should be divided into two guiding documents. One that
focused on policies and procedures, which was named the City Council Protocol Policy and adopted by City Council on August 6, 2015. The second would amend the current City Council Relations Policy to serve as a guide for how City Council members interact with one another, City staff, constituents, and others they come into contact with when representing the City of Hutto. This policy reflects the intentions of the Hutto City Council in defining the behaviors, manners, and courtesies that are suitable for various occasions.

**MOTION:** Councilmember Anne Cano moved to approve the resolution amending the City Council Relations Policy. Councilmember Max Yeste seconded the motion. The motion carried with 7 ayes and 0 nays.

8B. Consideration and possible action on a resolution casting votes for the election of members to serve on the Williamson County Central Appraisal District Board of Directors.

Karen Daly, City Manager, gave the staff presentation. The Williamson County Appraisal District requests that Hutto City Council, and other taxing jurisdictions within Williamson County, determine (by resolution adopted by its governing body) how to cast their allotted number of votes (30) for the election of members to the Williamson County Central Appraisal District Board of Directors. The votes must be submitted to the Chief Appraiser before December 15, 2015.

At the October 1, 2015, City Council meeting, the City Council nominated Rufus Honeycutt. At the November 1, 2015, Leadership and Legislative Committee meeting, the members recommended casting all 30 votes for Mr. Rufus Honeycutt.

**MOTION:** Councilmember Ronnie Quintanilla-Perez moved to approve the resolution casting all 30 votes for Rufus Honeycutt for the Williamson County Central Appraisal District Board of Directors. Councilmember Tom Hines seconded the motion. The motion carried with 7 ayes and 0 nays.

**WORK SESSIONS**

9A. Presentation regarding the Transportation Development Plan (TDP).

The City Council dispensed with the order of the agenda and addressed item 9B before 9A.

9B. Work session concerning the Information Technology Master Plan.

David Reeves, IT Manager, gave the staff presentation. A staff team of seven representing multiple departments was tasked with producing an Information Technology Master Plan that could provide the city with a road map for technological advances covering the next five years. The team selected and contracted with Fortium Partners to create the plan.
Mr. Reeves provided a high-level presentation of the process used to develop the plan, key elements outlined in the plan and the implementation process.

Councilmember Yeste emphasized the leveraging of technology in order to maintain and improve customer service.

There being no further comments, Mr. Reeves concluded his presentation.

9A. Presentation regarding the Transportation Development Plan (TDP).

Helen Ramirez, Development Services Director, introduced Michelle Meaux, Regional Coordinator Planner, with Capital Metro and Andrew Ittigson, Senior Transportation Planner, with AECOM.

Ms. Meaux provided a history of the program and the purpose of the Transit Development Plan. She explained how this plan will work with other long range plans like the 2040 Comprehensive Plan, Pedestrian Mobility Plan, and Lone Star Rail Plan in order to meet the needs of the growing area. She also highlighted other Transit Development Plans that were being conducted by neighboring cities and cited that opportunities for collaboration were present.

Ms. Meaux outlined the project schedule and the following tasks of the Development Plan:
- Public Involvement and Outreach
- Existing Conditions
- Mission and Goals
- Evaluate Course of Action/Transit Needs Assessment
- Three-Year Implementation Plan
- Draft and Final Transit Development Plan

Andrew Ittigson, Senior Transportation Planner with AECOM, provided an overview of the following proposed service plan goals.

1. Provide lifeline service to shopping, jobs, medical appointments, and social services.
2. Provide commuter service to University of Texas and Downtown Austin.
3. Create cost effective, useful and user-friendly transit plan.
4. Develop partnerships with neighboring communities and local organizations/companies.
5. Establish a solid foundation for transit to build on over time.
6. Connect to future regional services – Project Connect and Lone Star Rail.

Mr. Ittigson explained the proposed two phase plan including information on operations and financial planning, a high-level of costs, and benefits of the transit systems.

Following the presentation, the City Council discussed public input, current ridership of the CARTS service, park and ride infrastructure costs, possible partnerships with other communities, and potential funding options.
The City Council asked that there be a public hearing before the next time the Transit Development Plan is brought before City Council to provide another opportunity for individuals to share their thoughts about this plan.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:12p.m.

CITY OF HUTTO, TEXAS

__________________________
Debbie Holland, Mayor

ATTEST:

__________________________
Seth Gipson, City Secretary
AGENDA ITEM NO.: 11A.  AGENDA DATE: December 03, 2015

PRESENTED BY: Mayor Debbie Holland and Karen Daly, City Manager

ITEM: Presentation of the "Council-Staff Relations" training as presented to the Texas Municipal League.

STRATEGIC GUIDE POLICY: Leadership

ITEM BACKGROUND: Councilmember Hines and Mayor Pro Tem Smith have requested that the City Council receive the presentation that was recently provided at a Texas Municipal League training session entitled "Council-Staff Relations."

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. TML Council-Staff Relations Presentation
COUNCIL-STAFF RELATIONS

City of Hutto
INTRODUCTIONS

- Debbie Holland, Mayor
- Karen Daly, City Manager
TODAY, WE WANT TO COVER...

- Roles
- Relations
- Communications
HUTTO, TEXAS

- Growing fast. 1 person every 12 hours.
- Located on 130 Toll Road.
- Great spirit of community and partnerships
- Technology-oriented population AKA Facebook
COUNCIL MEMBER ROLE

- Represent Community
- Identify Vision for Future
- Assess Current Policies and Set New Policies
- Make Balanced Decisions
- Assess Budget Proposals
- Assess Administrator/Manager
- Assess Boards and Commissions
CITY MANAGER ROLE

- Represent Organization to City Council
- Provide best recommendations
- Prepare Strategic Workplan and Business Plans
- Propose Annual Budget
- Identify need for new/revised policies
- Assist and Support Council’s governance and vision
- Hire quality people and provide clear direction to them
BALANCED ROLES
ESTABLISHING BOUNDARIES

- Establish through policies, organization values, programs, etc. a framework for interactions.
  - Professional
  - Respectful
  - Courteous
HUTTO COUNCIL RELATIONS POLICY

- The Council Relations Policy reflects the intentions of the Hutto City Council in defining the behaviors, manners and courtesies that are suitable for various occasions. It is also designed to make public meetings and the process of governance run more smoothly.
BUILDING THE RELATIONSHIP
INVOLVEMENT IN THE COMMUNITY
MEET COUNCIL EXPECTATIONS

- Give credit where it’s due
- Celebrate team successes
- Inform Council members of significant issues at the same time
- Uphold the dignity of public service
MANAGER COMMUNICATION

- Daily “Council Briefs”
- One-on-Ones with Mayor weekly
- One-on-ones with Councilmembers Quarterly
- Council Committees
RESPECT

- Tone of communication
- Roles
- Public Trust
- Other Governmental Entities
EVALUATIONS

- Should be:
  - Objective
  - Consistent
  - Simple
- Should involve all of the Council
- Led by Mayor
- Use ICMA recommendations
REPAIRING RELATIONSHIPS

❖ Meet, meet, meet.
❖ Always take the high road.
❖ Use your allies
  • Other Council members
  • Business and Community Leaders
“The single biggest problem in communication is the illusion that it has taken place.”

George Bernard Shaw