CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
THURSDAY, FEBRUARY 19, 2015 AT 7:00 PM
CITY HALL - CITY COUNCIL CHAMBERS
401 WEST FRONT STREET

CITY COUNCIL

Debbie Holland, Mayor
Anne Cano, Place 1
Paul Prince, Place 2
Ronnie Quintanilla-Perez, Place 3, Mayor Pro-tem
Michael J. Smith, Place 4
Melanie Rios, Place 5
Max V. Yeste, Place 6

AGENDA

1. CALL SESSION TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

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

6. PRESENTATIONS:
6A. *Presentation of the 2014 City of Hutto Racial Profiling and Uniform Crime Report.*

7. PUBLIC HEARINGS:
7A. *Open and conduct a public hearing concerning an amendment to the Code of Ordinances, Chapter 6, Building Regulations, Division 3: Residential Code by adopting Sections R105.2, R301.1.1 and N1101.9 of the International Residential Code.*
8. **CONSENT AGENDA ITEMS:**
All items listed on the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Council member in which event, the item will be removed from the consent agenda and considered as a regular agenda item.

8A. Consideration and possible action on a resolution concerning the acceptance of the water, wastewater, street and drainage improvements of the 301 FM 685 site development.

8B. Consideration and possible action on the City Council meeting minutes for the February 5, 2015 regular session.

**REGULAR AGENDA ITEMS**

9. **RESOLUTIONS:**

9A. Consideration and possible action on a resolution amending the Fiscal and Budgetary Policy.

9B. Consideration and possible action on a resolution supporting and approving funding assistance for an application from AT Villages at Mager, LP to the Texas Department of Housing and Community Affairs for 2015 Competitive Nine-Percent Housing tax Credits for the Villages at Mager Lane workforce housing development located on the south side of Mager Lane at Carol Drive in the City of Hutto, Texas.

9C. Consideration and possible action on a resolution concerning Addendum No. 2 to the agreement with American Constructors, Inc. for the Gin Building Rehabilitation.

9D. Consideration and possible action on a resolution of support for the Jonah Water Special Utility District proposed legislation to elect its directors by district.

9E. Consideration and possible action on a resolution updating the Hutto Public Library Polices and Procedures Manual.

10. **ORDINANCES:**

10A. Consideration and possible action on the first reading of an ordinance amending the City of Hutto’s fee schedule concerning library fees.

10B. Consideration and possible action on the first reading of an ordinance amending the Code of Ordinances, Chapter 6, Building Regulations, Division 3: Residential Code by adopting Sections R105.2, R301.1.1 and N1101.9 of the International Residential Code.
10C. Consideration and possible action on the first reading of an ordinance amending the composition and miscellaneous provisions of Chapter 2, Article 2.02 Boards Commissions and Authorities of the Hutto 2014 Code of Ordinances.

10D. Consideration and possible action on the first reading of an ordinance repealing Ordinance 10-013-01 authorizing the creation of the East Williamson County Higher Education Corporation and authorizing the City Manager to file the necessary documents with the Texas Secretary of State to dissolve the corporation.

11. **WORK SESSION:**
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.

11A. Work session regarding the Rental Inspection and Registration Program.

12. **EXECUTIVE SESSION:**

12A. Executive Session as authorized by §551.074, Texas Government Code, related to the discussion, deliberation, and/or negotiations regarding the quarterly performance evaluation of the City Manager.

13. **ADJOURNMENT:**

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

**CERTIFICATION**

I certify that this notice of the February 19, 2015 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on Friday, the 13th day of February 2015 at 4:15 pm

Christine Martinez, 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 city.secretary@hutto.tx.gov for assistance.
AGENDA ITEM NO.: 6A.  
AGENDA DATE: February 19, 2015

PRESENTED BY: Earl Morrison, Chief of Police


STRATEGIC GUIDE POLICY: Public Safety

ITEM BACKGROUND:
All law enforcement agencies throughout the State of Texas are required under House Bill 3389 to keep records on Racial Profiling. These statistics are gained from citations issued and the number and type of searches conducted. This data is collected and maintained by the Hutto Police Department. In fulfillment of the requirements of House Bill 3389, the data for traffic contacts and searches conducted in 2014 will be provided and presented to the governing body of the jurisdiction.

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. Racial Profiling 2014 Annual Report
(I) Introduction
Opening Statement
January 11, 2015

Hutto City Council
401 W. Front St.
Hutto, Texas 78634

Dear Distinguished Members of the City Council,

The Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted the Texas Racial Profiling Law in 2001. Since, the Hutto Police Department, in accordance with the law, has collected and reported traffic and motor vehicle-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements are now in place. These most recent requirements have been incorporated by the Hutto Police Department and are also being addressed in this report.

In this report, you will find three sections that contain information on traffic and motor vehicle-related contact data. In addition, when appropriate, documentation is also a component of this report, aiming at demonstrating the manner in which the Hutto Police Department has complied with the Texas Racial Profiling Law. In section 1, you will find the table of contents in addition to the Texas Senate Bill (SB1074); which later became the Texas Racial Profiling Law. In addition, you will find the Texas HB 3389, which, in 2009, introduced new requirements relevant to racial profiling. Also, in this section, a list of requirements relevant to the Racial Profiling Law as established by TCOLE (Texas Commission on Law Enforcement) is included. In addition, you will find, in sections 2 and 3 documentation, which demonstrates compliance by the Hutto Police Department relevant to the requirements as established in the Texas Racial Profiling Law. That is, you will find documents relevant to the implementation of an institutional policy banning racial profiling, the incorporation of a racial profiling complaint process and the training administered to all law enforcement personnel.

The last section of this report provides statistical data relevant to contacts, made during the course of motor vehicle stops, between 1/1/14 and 12/31/14. In addition, this section contains the TCOLE Tier 1 form, which is required to be submitted to this particular organization by March 1st of each year. The data in this report has been analyzed and compared to data derived from the U.S. Census Bureau’s Fair Roads Standard. The final analysis and recommendations are also included in this report. The findings in this report serve as evidence of the Hutto Police Department’s commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.
Del Carmen Consulting, LLC
Table of Contents
Table of Contents

(I) Introduction

a) Opening Statement

b) Table of Contents

c) TCOLE Guidelines

d) The Texas Law on Racial Profiling (S.B. 1074)

e) The Most Recent Legal Requirements (H.B. 3389)

(II) Responding to the Texas Racial Profiling Law

a) Institutional Policy on Racial Profiling

b) Educational Campaign Relevant to the Complaint Process—Addressing Allegations of Racial Profiling Practices

c) Racial Profiling Training of Law Enforcement Personnel

d) Report on Complaints Filed Against Officers for Violating the Racial Profiling Law (includes outcome of investigation)

e) Police Contact Information Table (2014)/Known Ethnicity and Race of Detained and TCOLE Tier 1 Form

f) Table Depicting Baseline Comparison (2014)

g) Analysis and Interpretation of Data (2014)

(III) Summary

a) Checklist

b) Contact Information
TCOLE GUIDELINES
Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background
Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of what must be accomplished by an agency but allows wide latitude in determining how the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The standard statement is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1
Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency’s written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary
Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an “agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers’ official duties.”

The article further defines race or ethnicity as being of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American.” The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.
Standard 2
Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person’s race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer’s best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary
The information required by 2.133 TCPP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCPP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, “the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.”

Standard 3
The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary
Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCPP requires the agency to compile and provide an analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).
The minimum requirements for "tier one" data for traffic stops in which a citation results are:

1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American");
2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
3) whether there was a custody arrest.

The minimum requirements for reporting on "tier two" reports include traffic and pedestrian stops. Tier two data include:

1) the detained person’s gender and race or ethnicity;
2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
3) whether a search was conducted, and if so whether it was based on consent or probable cause;
4) facts supporting probable cause;
5) the type, if any, of contraband that was collected;
6) disposition of the stop, e.g., arrest, ticket, warning, or release;
7) location of stop; and
8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

**Standard 4**

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

**Commentary**

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.
Standard 5
Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary
None

Standard 6
Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 T CCP and officers are exempt from the reporting requirements of Article 2.133 T CCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary
The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 T CCP.

Standard 7
Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary
Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.
The Texas Law on Racial Profiling
AN ACT

relating to the prevention of racial profiling by certain peace officers.

BE IT ENACTED BY THE LEGISLATURE OF THE

STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual:
(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy
adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and
(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability:

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED. (a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled during the previous calendar year to the governing
body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:
(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

   (A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

   (B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.
(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the
Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling; and
(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;
(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) [(7)] the date of conviction; and

(9) [(8)] the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.
SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001.
I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

______________________________
Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

______________________________
Chief Clerk of the House

Approved:

______________________________
Date

______________________________
Governor
Most Recent Legal Requirements
(H.B. 3389)
Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:
   (A) SECTION 8, adding Section 1701.164, Occupations
   Code (page 4, lines 61-66);
   (B) SECTION 24, amending Article 2.132(b), Code of
   Criminal Procedure (page 8, lines 19-53);
   (C) SECTION 25, amending Article 2.134(b), Code of
   Criminal Procedure (page 8, lines 54-64);
   (D) SECTION 28, providing transition language for the
   amendments to Articles 2.132(b) and 2.134(b), Code of Criminal
   Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to
the bill and renumber subsequent SECTIONS of the bill accordingly:

   SECTION 24A. Article 2.132, Code of Criminal Procedure, is
   amended by amending Subsections (a), (b), (c), and (d) and adding
   Subsection (g) to read as follows:

   (a) In this article:

   (1) "Law enforcement agency" means an agency of the
   state, or of a county, municipality, or other political subdivision
   of the state, that employs peace officers who make motor vehicle
   [traffic] stops in the routine performance of the officers' official duties.

   (2) "Motor vehicle stop" means an occasion in which a
   peace officer stops a motor vehicle for an alleged violation of a
   law or ordinance.

   (3) "Race or ethnicity" means of a particular descent,
   including Caucasian, African, Hispanic, Asian, [ee] Native
   American, or Middle Eastern descent.

   (b) Each law enforcement agency in this state shall adopt a
   detailed written policy on racial profiling. The policy must:

   (1) clearly define acts constituting racial profiling;

   (2) strictly prohibit peace officers employed by the
   agency from engaging in racial profiling;

   (3) implement a process by which an individual may
   file a complaint with the agency if the individual believes that a
   peace officer employed by the agency has engaged in racial
   profiling with respect to the individual;

   (4) provide public education relating to the agency's
   complaint process;

   (5) require appropriate corrective action to be taken
   against a peace officer employed by the agency who, after an
   investigation, is shown to have engaged in racial profiling in
   violation of the agency's policy adopted under this article;

   (6) require collection of information relating to
   motor vehicle [traffic] stops in which a citation is issued and to
   arrests made as a result of [resulting from] those [traffic] stops,
   including information relating to:

   (A) the race or ethnicity of the individual
   detained; and

   (B) whether a search was conducted and, if so, whether the individual [person] detained consented to the search;

   (C) whether the peace officer knew the race or
ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit [to the governing body of each county or municipality served by the agency] an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle [traffic] stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle [traffic] stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle [traffic] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION __. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE [TRAFFIC AND PEDESTRIAN] STOPS. (a) In this article, "race"+

(1) "Race" or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance [regulating traffic or who stops a pedestrian for any suspected offense] shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any [each] person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
(2) the initial reason for the stop [traffic law or ordinance alleged to have been violated or the suspected offense];

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description [the type] of the contraband or evidence [discovered];

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle [existed and the facts supporting the existence of that probable cause];

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop[, including a description of the warning or a statement of the violation charged].

SECTION ___. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

[1] "Motor vehicle[; pedestrian] stop" has the meaning assigned by Article 2.132(a) [means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each [local] law enforcement agency shall submit a report containing the incident-based data [information] compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency [in a manner approved by the agency].

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(I) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor
vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities [determine the prevalence of racial profiling by peace officers employed by the agency]; and

(B) examine the disposition of motor vehicle [traffic and pedestrian] stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from [the] stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle [traffic or pedestrian] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION ___. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:
   (A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle [traffic and pedestrian] stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle [traffic and pedestrian] stops is equipped with transmitter-activated equipment; and
   (B) each motor vehicle [traffic and pedestrian] stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or
(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive
from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle [traffic and pedestrian] stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle [traffic or pedestrian] stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132.

SECTION ____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of $1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based data as required by Article 2.134 shall remit to the comptroller the amount of $1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION ____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

1. involves the operation of a motor vehicle; and

2. is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

1. a sentence is imposed on the person;

2. the person receives community supervision, including deferred adjudication; or

3. the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:
(1) keep records of the amount of funds on deposit collected under this article; and
(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION ____. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . $20;
(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . $40;
(3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . $25;
(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . $3;
(5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . $50 ($$); [and]
(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed $5; and
(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . $0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION ____. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151),
Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . $30;
(2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . $40;
(3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . $25;
(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . $3;
(5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . $50 [§5]; [end]

(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed $5; and
(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . $0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION ___. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . $3;
(2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . $3;
(3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of $3;
(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . $4;
(5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . $4;
(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed $5;
(7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed $30; [end]

(8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed $7; and
(9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . $0.10.
SECTION ____. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . $3;
(2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . $3;
(3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of $3;
(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . $3;
(5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed $4; and[
(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed $5; and
(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . $0.10.

SECTION ____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission, in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION ____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:

[1] this chapter;
[2] the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure; or

SECTION ____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered
by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.
(II) Responding to the Law
Institutional Policy on Racial Profiling
I. POLICY

We are committed to a respect for constitutional rights in the performance of our duties. Our success is based on the respect we give to our community, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate on the basis of race, sex, gender, national origin, ethnicity, age, or religion.

All enforcement actions, particularly stops of individuals (for traffic and other purposes), investigative detentions, arrests, searches and seizures of persons or property, shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment of the U. S. Constitution and statutory authority. In all enforcement decisions, officers shall be able to articulate specific facts, circumstances, and conclusions which support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Officers shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. Officers shall base all such actions on a reasonable suspicion that the person or an occupant of a vehicle has or is about to commit an offense.

II. PURPOSE

The purpose of this order is to provide general guidance on reducing the presence of bias in law enforcement actions, to identify key contexts in which bias may influence these actions, and emphasize the importance of the constitutional guidelines within which we operate.

III. DEFINITIONS

Bias: Prejudice or partiality which may be based on preconceived ideas, a person's upbringing, culture, experience, or education.

Biased Policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
**Ethnicity:** Characteristics which may include race but also cultural characteristics or traits which are shared by a group with a common experience or history.

**Gender:** Unlike sex, a psychological classification based on cultural characteristics or traits.

**Probable Cause:** Facts or apparent facts and circumstances within an officer's knowledge and of which the officer had reasonable, trustworthy information to lead a reasonable and prudent person to believe that an offense has been or is about to be committed.

**Race:** A category of people of a particular decent, including African, Asian, Caucasian, Hispanic, Middle Eastern or Native American descent. As distinct from ethnicity, race only refers to physical characteristics sufficiently distinctive to group people under a classification.

**Racial Profiling:** A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

**Reasonable Suspicion:** Articulable, objective facts which lead an experienced officer to suspect that a person has committed, is committing, or may be about to commit a crime. A well-founded suspicion is based on the totality of the circumstances and does not exist unless it can be articulated. Reasonable suspicion supports a stop of a person. Courts require that stops based on reasonable suspicion be "objectively reasonable."

**Sex:** A biological classification, male or female, based on physical and genetic characteristics.

**Stop:** The detention of a subject for a brief period of time, based on reasonable suspicion. A stop is an investigative detention.

### IV. PROCEDURES

**A. General Responsibilities**

1. Officers are prohibited from engaging in bias based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person’s race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes. *(TBP: 2.01)*

2. Reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall only be subjected to stops, seizures, or detention upon reasonable suspicion that they have committed, are committing, or
are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports.

3. Officers shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
   a. As traffic stops furnish a primary source of bias-related complaints, officers shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the officer disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.
   b. Officers shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.

4. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
   a. Personnel shall facilitate an individual’s access to other governmental services whenever possible, and shall actively provide referrals to other appropriate agencies.
   b. All personnel shall accept, document, and forward to the Chief of Police any complaints made by an individual against the department. Further, officers shall provide information on the complaints process when appropriate.

5. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on an individual’s well-being unless the explanation would undermine an investigation or jeopardize an officer’s safety. When concluding an encounter, personnel shall thank him or her for cooperating.

6. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their departmental identification number, name of the immediate supervisor, or any other reasonable information.

7. All personnel are accountable for their actions. Personnel shall justify their actions when required.

B. Supervisory Responsibilities

1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify and correct instances of bias in the work of their subordinates.
2. Supervisors shall use the disciplinary mechanisms of the department to ensure compliance with this order and the constitutional requirements of law enforcement.

3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are critical in maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.

4. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement, but increases safety risks to personnel. Lack of control over bias also exposes the department to liability consequences. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.

5. Supervisors shall ensure that all enforcement actions are duly documented per departmental policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.

6. Supervisors shall facilitate the filing of any complaints about law enforcement service.

C. Disciplinary Consequences

1. Actions prohibited by this order shall be cause for disciplinary action, up to and including dismissal.

D. Training (TBP: 2.01)

1. Officers shall complete all training required by state law regarding bias based profiling.

V. COMPLAINTS

A. The department shall publish complaint procedures and make them available at all city facilities and other public locations throughout the city. The department's complaint process and its bias based profiling policy will be posted on the department's website. Whenever possible, the media will be used to inform the public of the department's policy and complaint process.

B. Complaints alleging incidents of bias based profiling will be fully investigated as described under Policy 2.4.

C. Complainants will be notified of the results of the investigations when such investigation is completed.
VI. RECORD KEEPING

A. The department shall maintain all required records on traffic stops where a citation is issued or where an arrest is made subsequent to a traffic stop pursuant to state law.

B. The information collected above will be reported to the City Council annually.

C. The information will be reported annually to TCLEOSE in the required format.
Complaint Process: Informing the Public and Addressing Allegations of Racial Profiling Practices
Informing the Public on the Process of Filing a Racial Profiling Complaint with the Hutto Police Department

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a racial profiling complaint. In an effort to comply with this particular component, the Hutto Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a complaint on a racial profiling violation by a Hutto Police officer. It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.
Racial Profiling Training
Racial Profiling Training

Since 2002, all Hutto Police officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Hutto Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of Hutto has been included in this report.

It is important to recognize that the Chief of the Hutto Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Hutto Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.
Racial Profiling
Course Number 3256
Texas Commission on Law Enforcement
September 2001

Racial Profiling 3256
Instructor's Note:
You may wish to teach this course in conjunction with
Asset Forfeiture 3255 because of the related subject matter
and applicability of the courses. If this course is taught in
conjunction with Asset Forfeiture, you may report it under
Combined Profiling and Forfeiture 3257 to reduce data entry.

Abstract
This instructor guide is designed to meet the educational requirement for racial
profiling established by
legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video
tape player,
handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about
traffic stop procedures and law enforcement issues

Evaluation Process and Procedures
An examination should be given. The instructor may decide upon the nature and
content of the
examination. It must, however, sufficiently demonstrate the mastery of the
subject content by the
student.

Reference Materials
Reference materials are located at the end of the course. An electronic copy of
this instructor guide
may be downloaded from our web site at http://www.tcleose.state.tx.us.
Racial Profiling 3256
1.0 RACIAL PROFILING AND THE LAW

1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.

1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:
Racial profiling CCP 3.05
Racial profiling prohibited CCP 2.131
Law enforcement policy on racial profiling CCP 2.132
Reports required for traffic and pedestrian stops CCP 2.133
Liability CCP 2.136
Racial profiling education for police chiefs Education Code 96.641
Training program Occupations Code 1701.253
Training required for intermediate certificate Occupations Code 1701.402
Definition of "race or ethnicity" for form Transportation Code 543.202
A. Written departmental policies
   1. Definition of what constitutes racial profiling
   2. Prohibition of racial profiling
   3. Complaint process
   4. Public education
   5. Corrective action
   6. Collection of traffic-stop statistics
   7. Annual reports

B. Not prima facie evidence

C. Feasibility of use of video equipment

D. Data does not identify officer

E. Copy of complaint-related video evidence to officer in question

F. Vehicle stop report
   1. Physical description of detainees: gender, race or ethnicity
   2. Alleged violation
   3. Consent to search
   4. Contraband
   5. Facts supporting probable cause
   6. Arrest
   7. Warning or citation issued
G. Compilation and analysis of data

H. Exemption from reporting – audio/video equipment

I. Officer non-liability

J. Funding

K. Required training in racial profiling
   1. Police chiefs
   2. All holders of intermediate certificates and/or two-year-old licenses as of
      09/01/2001 (training to be completed no later than 09/01/2003) – see legislation
      77R-SB1074

1.1.2 LEARNING OBJECTIVE: The student will become familiar with
Supreme Court decisions and other court decisions involving appropriate
actions in traffic stops.

   1. Motor vehicle search exemption
   2. Traffic violation acceptable as pretext for further investigation
   3. Selective enforcement can be challenged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)
   1. Stop & Frisk doctrine
   2. Stopping and briefly detaining a person
   3. Frisk and pat down

C. Other cases

2.0 RACIAL PROFILING AND THE COMMUNITY

2.1 UNIT GOAL: The student will be able to identify logical and social
arguments against racial profiling.
2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.

A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism

B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole

C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers

D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow’s legitimate stop

E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources

3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements

B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)

C. A typical traffic stop resulting from racial profiling
   1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
   2. The driver and passengers are questioned about things that do not relate to the traffic violation
3. The driver and passengers are ordered out of the vehicle
4. The officers visually check all observable parts of the vehicle
5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)

3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.
A. Drug courier profile (adapted from a profile developed by the DEA)
   1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
   2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
   3. Vehicle is rented
   4. Driver is a young male, 20-35
   5. No visible luggage, even though driver is traveling
   6. Driver was over-reckless or over-cautious in driving and responding to signals
   7. Use of air fresheners

B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.
A. Thinking about the totality of circumstances in a vehicle stop

B. Vehicle exterior
   1. Non-standard repainting (esp. on a new vehicle)
   2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
   3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
   4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)

C. Pre-stop indicators
   1. Not consistent with traffic flow
   2. Driver is overly cautious, or driver/passengers repeatedly look at police car
   3. Driver begins using a car- or cell-phone when signaled to stop
   4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)
D. Vehicle interior
1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources
Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)
Web address for legislation 77R-SB1074:
http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm
Report on Complaints
Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/14---12/31/14, based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.

X

A check above indicates that the Hutto Police Department has not received any complaints, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 1/1/14 ---- 12/31/14.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

<table>
<thead>
<tr>
<th>Complaint No.</th>
<th>Alleged Violation</th>
<th>Disposition of the Case</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Additional Comments:

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

___________________________________________________________________________
Tables Illustrating Traffic and Motor Vehicle-Related Contacts
Tier 1 Data
## (I) Tier 1 Data

Motor Vehicle-Related Contact Information (1/1/14—12/31/14)

<table>
<thead>
<tr>
<th>Race/Ethnicity*</th>
<th>Contacts</th>
<th>Searches</th>
<th>Consensual Searches</th>
<th>PC Searches</th>
<th>Custody Arrests</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
</tr>
<tr>
<td>Caucasian</td>
<td>719</td>
<td>54</td>
<td>100</td>
<td>44</td>
<td>41</td>
</tr>
<tr>
<td>African</td>
<td>273</td>
<td>20</td>
<td>70</td>
<td>30</td>
<td>32</td>
</tr>
<tr>
<td>Hispanic</td>
<td>333</td>
<td>25</td>
<td>59</td>
<td>26</td>
<td>17</td>
</tr>
<tr>
<td>Asian</td>
<td>15</td>
<td>1</td>
<td>1</td>
<td>&lt;1</td>
<td>1</td>
</tr>
<tr>
<td>Native American</td>
<td>1</td>
<td>&lt;1</td>
<td>0</td>
<td>&lt;1</td>
<td>0</td>
</tr>
<tr>
<td>Middle Eastern</td>
<td>1</td>
<td>&lt;1</td>
<td>0</td>
<td>&lt;1</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>5</td>
<td>&lt;1</td>
<td>1</td>
<td>&lt;1</td>
<td>0</td>
</tr>
</tbody>
</table>

| Total           | 1,347    | 100      | 231                 | 100         | 91             | 100            | 140            | 100           | 101            | 100           | 0             | 0             |

*N* represents “number” of motor vehicle-related contacts

* Race/Ethnicity is defined by Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, Native American or Middle Eastern”.

Number of instances where officers knew/did not know the race/ethnicity of the suspect before being detained:

_116_ (Knew)

_1,231_ (Did not Know)

Number of complaints on alleged racial profiling between 1/1/14 and 12/31/14:

Number: 0

Outcome: 0
## Contact Comparison

<table>
<thead>
<tr>
<th>Race / Ethnicity</th>
<th>2013</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contacts</td>
<td>%</td>
</tr>
<tr>
<td>Caucasian</td>
<td>658</td>
<td>53</td>
</tr>
<tr>
<td>African-American</td>
<td>222</td>
<td>18</td>
</tr>
<tr>
<td>Hispanic</td>
<td>348</td>
<td>28</td>
</tr>
<tr>
<td>Asian</td>
<td>16</td>
<td>1</td>
</tr>
<tr>
<td>Native American</td>
<td>1</td>
<td>&lt;1</td>
</tr>
<tr>
<td>Middle Eastern</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>6</td>
<td>&lt;1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1,251</td>
<td>100</td>
</tr>
</tbody>
</table>
## Search Comparison

<table>
<thead>
<tr>
<th>Race / Ethnicity</th>
<th>Total</th>
<th>Consent</th>
<th>PC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>Caucasian</td>
<td>90</td>
<td>45</td>
<td>44</td>
</tr>
<tr>
<td></td>
<td>45%</td>
<td>41%</td>
<td>41%</td>
</tr>
<tr>
<td>African-American</td>
<td>70</td>
<td>35</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>35%</td>
<td>30%</td>
<td>32%</td>
</tr>
<tr>
<td>Hispanic</td>
<td>37</td>
<td>18</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td>18%</td>
<td>26%</td>
<td>26%</td>
</tr>
<tr>
<td>Asian</td>
<td>2</td>
<td>1</td>
<td>&lt;1</td>
</tr>
<tr>
<td></td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>Native American</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Middle Eastern</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Other</td>
<td>2</td>
<td>1</td>
<td>&lt;1</td>
</tr>
<tr>
<td></td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>Total</td>
<td>201</td>
<td>231</td>
<td>76</td>
</tr>
<tr>
<td></td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
</tbody>
</table>
### Arrests Comparison

<table>
<thead>
<tr>
<th>Race / Ethnicity</th>
<th>2013</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Arrests</td>
<td>%</td>
</tr>
<tr>
<td>Caucasian</td>
<td>79</td>
<td>59</td>
</tr>
<tr>
<td>African-American</td>
<td>35</td>
<td>26</td>
</tr>
<tr>
<td>Hispanic</td>
<td>20</td>
<td>15</td>
</tr>
<tr>
<td>Asian</td>
<td>1</td>
<td>&lt;1</td>
</tr>
<tr>
<td>Native American</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Middle Eastern</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>135</td>
<td>100</td>
</tr>
</tbody>
</table>
Total Number of Instances where Officers Knew/did not Know Race/Ethnicity of Individuals Before Being Detained (1/1/14--12/31/14)

<table>
<thead>
<tr>
<th>Total Number of Instances where Officers Knew Race and Ethnicity of Individuals Before Being Detained</th>
<th>Total Number of Instances where Officers Did Not Know the Race and Ethnicity of Individuals Before Being Detained</th>
</tr>
</thead>
<tbody>
<tr>
<td>116</td>
<td>1,231</td>
</tr>
</tbody>
</table>
Tier 1 (Partial Exemption TCLEOSE Form)
Partial Exemption Racial Profiling Reporting (Tier 1)

Department Name  Hutto Police Department

Agency Number  491206

Chief Administrator Name  Earl Morrison

Reporting Name  David Stripling

Contact Number  512.759.5983

E-mail Address  david.stripling@huttotx.gov

Certification to Report 2.132 (Tier 1) – Partial Exemption

Policy Requirements (2.132(b) CCP):

☐ Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle
stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

These polices are in effect

Chief Administrator Date

02/11/15
Partial Exemption Racial Profiling Reporting  
(Tier 1) 

Video and Audio Equipment Exemption 

Partial Exemption Claimed by (2.135(a) CCP): 

☑ all cars regularly used for motor vehicle stops are equipped with video camera and transmitter-activated equipment and each motor stop is recorded and the recording of the stop is retained for at least 90 days after the stop. 

OR 

☐ In accordance with 2.135(a)(2) the agency has requested and not received funds to install the recording equipment 

I claim this exemption 

[Signature] 02/11/65 
Chief Administrator Date
Partial Exemption Racial Profiling Reporting (Tier 1)

(This is the TCLEOSE recommended form. The form is not mandatory. The information contained in this form, however, is mandatory. You may use your form, but all information must be provided.)

If you claim a partial exemption you must submit a report that contains the following data or use this format to report the data.

Instructions: Please fill out all boxes. If zero, use 0.

1. Total on lines 4, 11, 14, and 17 Must be equal

2. Total on line 20 Must equal line 15

   Number of Motor Vehicle Stops:

   1. __19__ citation only

   2. __101__ arrest only

   3. __1,227__ neither

   4. __1,347__ Total

Race or Ethnicity:

5. __273__ African

6. __15__ Asian

7. __719__ Caucasian

8. __333__ Hispanic

9. __1__ Middle Eastern

10. __1__ Native American

11. __5__ Other

11. __1,347__ Total
Race or Ethnicity Known Prior to Stop?

12. 116 Yes
13. 1,231 No

14. 1,347 Total

Search Conducted:

15. 231 Yes
16. 1,116 No

17. 1,347 Total

Was Search Consented?

18. 91 Yes
19. 140 No

20. 231 Total Must Equal # 15
Option to submit required data by utilizing agency report

You must submit your report in PDF format

Electronic Submission of data required by 2.132(b)(6) CCP

(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

This report meets the above requirements

Earl Nero 02/11/15
Chief Administrator Date

Send entire documents electronically to this website

www.tcleose.state.tx.us
Tier 1 Baseline Comparison
(Fair Roads Standard)
(II) Motor Vehicle-Contacts and Fair Roads Standard Comparison

Comparison of motor vehicle-related contacts with households in Hutto that have vehicle access (in percentages). (1/1/14—12/31/14)

<table>
<thead>
<tr>
<th>Race/Ethnicity*</th>
<th>Contacts (in percentages)</th>
<th>Households with vehicle access (in percentages)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caucasian</td>
<td>54</td>
<td>68</td>
</tr>
<tr>
<td>African</td>
<td>19</td>
<td>14</td>
</tr>
<tr>
<td>Hispanic</td>
<td>25</td>
<td>16</td>
</tr>
<tr>
<td>Asian</td>
<td>1</td>
<td>***</td>
</tr>
<tr>
<td>Native American</td>
<td>.07</td>
<td>N/A</td>
</tr>
<tr>
<td>Middle Eastern</td>
<td>.07</td>
<td>N/A</td>
</tr>
<tr>
<td>Other</td>
<td>.4</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

* Race/Ethnicity are defined by Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, Native American and Middle Eastern”.

**Represents rounded figure
Tier 1 (Motor Vehicle-Contacts and Households/10)

(Percent)

Caucasian, African, Hispanic, Asian, Native American, Middle Eastern, Other

Motor Vehicle-Contacts
Households

(Origin)
Analysis and Interpretation of Data
Analysis

The Texas legislature, in 2001, passed Senate Bill 1074 which became the Texas Racial Profiling Law. That is, the law came into effect on January 1, 2002 and required all police departments in Texas, to collect traffic-related data and report this information to their local governing authority by March 1st of each year. In 2009, the racial profiling law was modified to include the collection and reporting of all motor vehicle related contacts where a citation was issued or arrest made. In addition, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of the individual before detaining them. Further, it is required that agencies report motor vehicle related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1st of each year. The purpose in collecting and presenting this information is to determine if police officers in a particular municipality are engaging in the practice of racially profiling minority motorists.

The Texas Racial Profiling Law also requires police departments to interpret motor vehicle-related data. Even though most researchers would probably agree with the fact that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is very difficult to determine if individual police officers are engaging in racial profiling, from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific “individual” racist behavior from aggregate-level “institutional” data on traffic or motor vehicle-related contacts.

As stated previously, in 2009, the Texas Legislature passed House Bill 3389, which modified the existing Racial Profiling Law by adding new requirements; this took effect on January 1st, 2010. These most recent changes include, but are not exclusive of, the re-definition of a contact to include motor vehicles where a citation was issued or an arrest made. In addition, it requires police officers to indicate if they knew the race or ethnicity of the individual before detaining them. Also, the more recent law requires adding "middle eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1st of each year. I am pleased to inform you that these additional requirements have been addressed, since 2009, by the Hutto Police Department as it is demonstrated throughout this report.

In an effort to comply with The Texas Racial Profiling Law, the Hutto Police Department commissioned the analysis of its 2014 motor vehicle contact data. Thus, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2014 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Caucasians, African Americans, Hispanics, Asians, Native Americans, Middle Easterners and individuals belonging to the “other” category, that came in contact with the police in the course of a motor vehicle related contact, and were either issued a citation or arrested. Further, the analysis included information relevant to the number and percentage of searches (table 1) while
indicating the type of search performed (i.e., consensual or probable cause). Also, the data analysis included the number and percentage of individuals who, after they came in contact with the police for a motor vehicle-related reason, were arrested.

The additional data analysis performed was based on a comparison of the 2014 motor vehicle contact data with a specific baseline. When reviewing this particular analysis, it should be noted that there is disagreement, in the literature, regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Hutto Police Department opted to adopt, as a baseline measure, the Fair Roads Standard. This particular baseline is based on data obtained through the U.S. Census Bureau (2010) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

It is clear that census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless of the fact they may or may not be among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only. Thus, excluding individuals who may have come in contact with the Hutto Police Department in 2014 but live outside city limits. In some cases, the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

Since 2002, several civil rights groups in Texas expressed their desire and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). This, in essence, constitutes a comparison that may result in ecological fallacy. Despite this, the Hutto Police Department made a decision that it would use this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to Hutto.

**Tier 1 (2014) Motor Vehicle-Related Contact Analysis**

When analyzing the Tier 1 data collected in 2014, it was evident that most motor vehicle-related contacts were made with Caucasian drivers. This was followed by Hispanic and African American drivers. With respect to searches, most of them were performed on Caucasian drivers; this was followed by African Americans and Hispanics. It is important to note that the arrest data revealed that most arrests were made on Caucasians; followed by African Americans and Hispanics.
Fair Roads Standard

The data analysis of motor vehicle contacts to the census data relevant to the number of “households” in Hutto who indicated, in the 2010 census, that they had access to vehicles, produced interesting findings. Specifically, with respect to Caucasians, a lower percentage of contacts were detected. That is, the percentage of Caucasian drivers that came in contact with the police in 2014 was lower than the percentage of Caucasian households in Hutto with access to vehicles. With respect to African Americans and Hispanics, a higher percentage of contacts were detected. That is, the percentage of African American and Hispanic drivers that came in contact with the police in 2014 was higher than the percentage of African American and Hispanic households in Hutto with access to vehicles.

Summary of Findings

The comparison of motor vehicle contacts showed that the Hutto Police Department came in contact (in motor vehicle-related incidents) with a smaller percentage of Caucasian drivers than the percentage that resided in Hutto and had access to vehicles; the opposite was true of Hispanics and African Americans. In addition, the data showed that in a large number of instances, officers did not know the race or ethnicity of individuals before detaining them, when compared to instances where officers knew the race/ethnicity of individuals before they were detained.

While considering the findings made in this analysis, it is recommended that the Hutto Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected) which may prove to be useful when determining the nature of the contacts police officers are making with all individuals; particularly with African Americans and Hispanics. Although this additional data may not be required by state law, it is likely to provide insights regarding the nature and outcome of all motor vehicle contacts made with the public.

As part of this effort, the Hutto Police Department is also encouraged to:

1) Perform an independent search analysis on the search data collected in the first quarter of 2015.

2) Commission data audits in 2015 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The information and analysis provided in this report serves as evidence that the Hutto Police Department has, once again, complied with the Texas Racial Profiling Law.
Checklist
Checklist

The following requirements were met by the Hutto Police Department in accordance with The Texas Racial Profiling Law:

☑ Clearly defined act or actions that constitute racial profiling

☑ Statement indicating prohibition of any peace officer employed by the Hutto Police Department from engaging in racial profiling

☑ Implement a process by which an individual may file a complaint regarding racial profiling violations

☑ Provide public education related to the complaint process

☑ Implement disciplinary guidelines for officer found in violation of the Texas Racial Profiling Law

☑ Collect data (Tier 1) that includes information on
  a) Race and ethnicity of individual detained
  b) Whether a search was conducted
  c) If there was a search, whether it was a consent search or a probable cause search
  d) Whether a custody arrest took place

☑ Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.

☑ Produce an annual report on police contacts (Tier 1) and present this to local governing body and TCOLE by March 1, 2015.

☑ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation
Contact Information
Contact Information
For additional questions regarding the information presented in this report, please contact:

Del Carmen Consulting, LLC
817.681.7840
www.texasracialprofiling.com
www.delcarmenconsulting.com

Disclaimer: The author of this report, Alejandro del Carmen/del Carmen Consulting, LLC, is not liable for any omissions or errors committed in the acquisition, analysis, or creation of this report. Further, Dr. del Carmen/del Carmen Consulting is not responsible for the inappropriate use and distribution of information contained in this report. Further, no liability shall be incurred as a result of any harm that may be caused to individuals and/or organizations as a result of the information contained in this report.
AGENDA ITEM NO.: 7A.  
AGENDA DATE: February 19, 2015

PRESENTED BY: Will Guerin, AICP, CNU-A, Director, Development Services

ITEM: Open and conduct a public hearing concerning an amendment to the Code of Ordinances, Chapter 6, Building Regulations, Division 3: Residential Code by adopting Sections R105.2, R301.1.1 and N1101.9 of the International Residential Code.

STRATEGIC GUIDE POLICY: Growth Guidance

ITEM BACKGROUND: Cities may adopt the International Code Council (ICC) code books and then make local amendments to them, as long as said amendments are not loosening any requirements. Development Services staff brings these particular amendments forward primarily to have something more clearly "on the books" in case of necessary enforcement.

These proposed amendments were recently communicated with the Austin Area Home Builders Association; they expressed no concern. Staff will present and discuss each proposed amendment with the Council, and Mr. Michael Gleason, Senior Building Inspector, will be present to help answer any technical questions.

Notice was published in the Taylor Daily Press and the City of Hutto website.

BUDGETARY AND FINANCIAL SUMMARY: Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS: These proposed amendments were presented to the Growth Guidance Committee on January 19, 2015. The committee had a few questions that will be addressed during the Council meeting, but generally favored the proposed amendments.

CITY ATTORNEY REVIEW: Not applicable.

STAFF RECOMMENDATION:
Staff recommends that the Council open the public hearing, and then close it following any public comment.

**SUPPORTING MATERIAL:**
1. (PH) IRC Amendment (notice)
NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE HUTTO CITY COUNCIL WILL HOLD A PUBLIC HEARING REGARDING:

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 6, DIVISION 3: RESIDENTIAL CODE SECTIONS R105.2, R301.1.1, AND N1101.9, ESTABLISHING AN EFFECTIVE DATE, PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES.

A public hearing will be held on February 19, 2015 at 7:00 p.m.

City of Hutto – City Hall
401 W. Front St., Hutto, Texas

For additional information the public may contact Development Services at 512-759-3479 or planning@huttotx.gov

Publication Date: February 1, 2015
AGENDA ITEM NO.: 8A.  
AGENDA DATE: February 19, 2015

PRESENTED BY: Karen Daly

ITEM: Consideration and possible action on a resolution concerning the acceptance of the water, wastewater, street and drainage improvements of the 301 FM 685 site development.

STRATEGIC GUIDE POLICY: Infrastructure

ITEM BACKGROUND: The infrastructure improvements for the 301 FM 685 site development and Kothman Drive have been constructed and are ready to be accepted by the City Council. A final inspection was conducted by the City’s Construction Inspector of all water, wastewater, streets and drainage improvements. All items have been constructed according to engineering plans and City codes and standards. The developer has submitted fiscal surety to cover the materials and workmanship for two years.

BUDGETARY AND FINANCIAL SUMMARY: The total value of the improvements is $138,450. Erosion Control/Restoration costs are not included in the value as they are not permanent assets.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS: Not applicable.

CITY ATTORNEY REVIEW: Not applicable.

STAFF RECOMMENDATION: Staff recommends approval.

SUPPORTING MATERIAL:  
1. Resolution - 301 FM 685 Acceptance  
2. 301 FM 685 Project Construction Summary  
3. 301 FM 685 Site Map
RESOLUTION NO. __________

WHEREAS, the infrastructure improvements for 301 FM 685, Carl Stern Parkade, Lot 1, Block A site have been constructed and are ready for acceptance; and

WHEREAS, a final inspection was conducted by the City’s Construction Inspector of all water, wastewater, streets and drainage improvements; and

WHEREAS, all items have been constructed according to engineering plans and City codes and standards; and

WHEREAS, the developer submitted a fiscal surety to cover the materials and workmanship for two years,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby accepts the infrastructure improvements for 301 FM 685, Carl Stern Parkade, Lot 1, Block A site.

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 19th day of February, 2015.

CITY OF HUTTO, TEXAS

__________________________
Debbie Holland, Mayor

ATTEST:

__________________________
Christine Martinez, City Secretary
# PROJECT CONSTRUCTION SUMMARY

**CVS Pharmacy #10486**

Aged Public Improvement Plans for Kolmar Drive Road Extension

**PROJECT NAME:**

**FINAL ACCEPTANCE DATE:**

**INSPECTOR:** Alan Barret, City of Hutto

**CONTRACTOR:** Suatex General Contractors

<table>
<thead>
<tr>
<th>Maintained By:</th>
<th>COH</th>
<th>Other</th>
</tr>
</thead>
</table>

## CONSTRUCTION COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>STREET IMPROVEMENT COST</td>
<td>81,700</td>
</tr>
<tr>
<td>SIDEWALK IMPROVEMENT COST</td>
<td>8,000</td>
</tr>
<tr>
<td>SIDEWALK RAMP IMPROVEMENT COST</td>
<td>3,000</td>
</tr>
<tr>
<td>BRIDGE IMPROVEMENT COST</td>
<td></td>
</tr>
<tr>
<td>POND(S) COST</td>
<td></td>
</tr>
<tr>
<td>DRAINAGE IMPROVEMENT COST</td>
<td>17,550</td>
</tr>
<tr>
<td>WATER IMPROVEMENT COST</td>
<td>20,150</td>
</tr>
<tr>
<td>WASTEWATER IMPROVEMENT COST</td>
<td>80,500</td>
</tr>
<tr>
<td>EROSION CONTROLS / RESTORATION COST</td>
<td>11,300</td>
</tr>
<tr>
<td><strong>TOTAL IMPROVEMENT COST</strong></td>
<td>147,750</td>
</tr>
</tbody>
</table>

**PREPARED BY (DESIGN ENGINEER):** Joel Barret, Jacobs Engineering

**CHECKED BY (CID SUPERVISOR):**
## Construction Summary for Wastewater

<table>
<thead>
<tr>
<th>PIPE</th>
<th>MANHOLES</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIZE</td>
<td>TYPE</td>
</tr>
<tr>
<td>6&quot;</td>
<td>500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SERVICES INSTALLED</th>
<th>TYPE OF MANHOLE COATING:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NO.</td>
<td>SINGLE</td>
</tr>
<tr>
<td>TYPE - S / D</td>
<td>DOUBLE</td>
</tr>
</tbody>
</table>

Existing bitumen on Kathleen was coated as a part of this project.
### Construction Summary for Drainage

<table>
<thead>
<tr>
<th>STORM DRAIN</th>
<th>MANHOLES</th>
<th>INLETS</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIZE (IN)</td>
<td>MATERIAL TYPE</td>
<td>L (FT)</td>
</tr>
<tr>
<td>18&quot; RCP</td>
<td>570</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>JUNCTION BOXES</th>
<th>OUTFALL STRUCTURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>QTY (FT x FT x FT)</td>
<td>SIZE 3</td>
</tr>
<tr>
<td>1</td>
<td>5' x 5'</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CHANNEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>LENGTH (FT)</td>
</tr>
<tr>
<td>-----------</td>
</tr>
</tbody>
</table>

1) Grate, Area, Curb, Recessed Curb, Combination, Slotted Drain
2) Cast-in-Place, Precast
3) Pipe size / Culvert Size
4) Headwall, Wing Walls, Gabions
# CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

## STREET PAVING

<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>Address from</th>
<th>Address to</th>
<th>Pavement Design (Thickness) Asphalt / Base</th>
<th>Pavement Width (FT) (foc-foc)</th>
<th>L (FT)</th>
<th>PRIVATE</th>
<th>ETJ</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kothman Drive</td>
<td></td>
<td></td>
<td>2.5&quot; asp'lt 30'</td>
<td>150</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## SIDEWALKS / SIDEWALK RAMPS

<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>Address from</th>
<th>Address to</th>
<th>W (FT)</th>
<th>L (FT)</th>
<th>SIDES</th>
<th>CURB RAMP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kothman Drive</td>
<td></td>
<td></td>
<td>5'</td>
<td>500</td>
<td>E, W</td>
<td>2</td>
</tr>
<tr>
<td>Carl Slem Blvd</td>
<td></td>
<td></td>
<td>5'</td>
<td>360</td>
<td>South</td>
<td>5</td>
</tr>
</tbody>
</table>

1 – Designates location of existing sidewalk (E, W, S, N, SE, SW, NE, NW of designated street)
2 – Number of Ramps
<table>
<thead>
<tr>
<th>VALVES INSTALLED</th>
<th>PIPE</th>
<th>FIRE HYDRANTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIZE</td>
<td>DESCRIPTION</td>
<td>NO.</td>
</tr>
<tr>
<td>6&quot;</td>
<td>Gate</td>
<td>1</td>
</tr>
<tr>
<td>8&quot;</td>
<td>Gate</td>
<td>3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AIR RELEASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIZE</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SERVICES INSTALLED</th>
</tr>
</thead>
<tbody>
<tr>
<td>NO.</td>
</tr>
<tr>
<td>1</td>
</tr>
</tbody>
</table>

**REMARKS:**

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
AGENDA ITEM NO.: 8B. AGENDA DATE: February 19, 2015

PRESENTED BY: Christine Martinez, City Secretary

ITEM: Consideration and possible action on the City Council meeting minutes for the February 5, 2015 regular session.

STRATEGIC GUIDE POLICY: Leadership

ITEM BACKGROUND: The City Council meeting minutes for the February 5, 2015 regular session have been drafted for 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 February 5, 2015 City Council regular session minutes.

SUPPORTING MATERIAL: 1. Draft February 5, 2015 City Council Meeting Minutes
The Hutto City Council met in a regular session on Thursday, February 5, 2015 in the Hutto City Council Chamber, 401 W. Front Street, Hutto, TX 78634.

CALL SESSION TO ORDER

Mayor 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 Ronnie Quintanilla-Perez, Councilmember Anne Cano, Councilmember Michael J. Smith, and Councilmember Melanie Rios. Councilmember Paul Prince and Councilmember Max V. Yeste were absent.

Members of staff that were present were Karen Daly, City Manager, Micah Grau, Assistant City Manager, Charlie Crossfield, City Attorney, Melanie Hudson, Finance Director, and Earl Morrison, Chief of Police.

INVOCATION

The invocation was given by Pastor Seth Simmons of New Life Pentecostal Church.

PLEDGE OF ALLEGIANCE

Mayor Holland led the Pledge of Allegiance.

PUBLIC COMMUNICATION

5A. Remarks from visitors.

There were no remarks from the visitors.

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.

6A. Consideration and possible action on a resolution concerning a Joint Election Agreement and Contract for Election Services between the City of Hutto, Williamson County, and Williamson County Participating Authorities for the May 9, 2015, General Election.

6B. Consideration and possible action on the City Council meeting minutes for the January 22, 2015 work session and January 22, 2015 regular session.

6C. Consideration and possible action on the second and final reading of an ordinance amending the Fiscal Year 2013-14 Budget for miscellaneous end of year entries and to move capital project budgets to Fiscal Year 2014-15.
6D. Consideration and possible action on the second and final reading of an ordinance amending the Fiscal Year 2014-15 Budget to reallocate capital project funds from the FY14 Budget and other miscellaneous adjustments.

**MOTION:** Councilmember Rios moved to approve all the items on the consent agenda as presented. Councilmember Smith seconded the motion. The motion carried with 5 ayes and 0 nays.

**REGULAR AGENDA ITEMS**

**RESOLUTIONS**

7A. Consideration and possible action on a resolution ordering the May 9, 2015, General Election for the purpose of electing members of the City Council Place 2 and Place 5.

Seth Gipson, Assistant City Secretary, gave the staff presentation. This resolution calls the May 9, 2015, General Election to elect City Council, Place 2 and City Council, Place 5. Early voting begins Monday, April 27, 2015, and ends Tuesday, May 5, 2015. The first day to file for a place on the ballot was Wednesday, January 28, 2015, and the last day to file for a place on the ballot is 5:00 p.m. Friday, February 27, 2015.

He added that a City Council candidate orientation has been scheduled for February 21, 2015, in the City Council Chamber.

**MOTION:** Councilmember Cano moved to approve the resolution ordering the May 9, 2015, General Election for the purpose of electing members of the City Council Place 2 and Place 5. Mayor Pro-tem Quintanilla-Perez seconded the motion. The motion carried with 5 ayes and 0 nays.

**WORK SESSION**

The work session was conducted for information and educational purposes. No action was taken by the City Council on the items listed.

8A. Work session and discussion on the Comprehensive Plan update.

Will Guerin, Development Services Director, gave the staff presentation. He explained that the Comprehensive Plan is a tool used by cities to guide growth in order to protect the public health, safety and welfare. It outlines the overall vision for the city’s future, and the steps needed to progress toward that vision. Hutto’s Growth Guidance Plan was adopted in 2006 and currently serves as the city’s Comprehensive Plan. However, Hutto’s growth and evolution over the past decade warrants a more thorough evaluation of the community’s vision and goals. The Comprehensive Plan would assist boards, commissions, City Council and staff in making recommendations and decisions related to Hutto’s growth. It will also aid property owners and potential developers in understanding the city’s priorities and trajectory for the next 25 years. This plan would also assist in establishing the goals necessary to realize that vision.

Erika Ragsdale, Senior Planner, pointed out that the purpose of the work session was for staff to seek input on the vision summaries and draft goals, as well as appropriate objectives for each goal. She outlined the goals based on feedback the staff received through a broad, diverse base of public input and review. Planning staff compiled responses from multiple
outreach efforts, including the Sustainable Places Project, the 2014 Citizen Survey, the Setting the Table for the Future public workshop, and an online component for gathering input from residents who could not attend in-person meetings. This information would be shared at the next the Comprehensive Plan Workshop – Setting the Table for the Future, Choosing Your Course scheduled for February 12th.

Ms. Ragsdale proceeded to outline the following goals for the City Council’s discussion and input concerning each goal.

Land Use

- Ensure long-term economic stability for the city
- Facilitate complementary mix of uses through zoning and site design
- Link land use and transportation planning

Transportation

- Develop a transportation network which safely accommodates automobiles, pedestrians and cyclists
- Ensure that transportation projects respect and preserve surrounding character to the greatest practical extent
- Support efforts to serve Hutto with regional public transit, such as bus or rail

Infrastructure/Utilities

- Ensure infrastructure capacity and availability for current and future users
- Consistently maintain infrastructure to extend the lifespan of the city’s assets

Economic Development

- Strengthen the city’s self-sufficiency to reduce retail and job leakage
- Advance Hutto as a place for a qualified, diverse workforce to work and raise a family
- Promote Hutto as a destination

Old Town

- Increase economic viability of downtown Hutto
- Maintain historic character of Old Town
- Develop the Co-Op site as a vibrant, mixed-use district
- Strengthen connections between downtown and surrounding neighborhoods

Parks and Trails

- Dedicate open space of various scales for active, passive, and programmed use
- Develop open space into functional, usable space
- Provide a developed trail system to connect neighborhoods, commercial areas, schools and downtown to one another

Environment

- Require environmental consideration throughout the development process
- Improve environmental performance through programs and policies
- Cultivate and nurture an expansive urban tree canopy
**Housing**

- Offer a variety of housing products to serve the needs of a diverse population through all stages of life
- Build resiliency into neighborhoods, ensuring that they will hold value and remain safe
- Promote housing diversity utilizing existing infrastructure

**ADJOURNMENT**

*There being no further discussion, the meeting adjourned at 8:28 p.m.*

CITY OF HUTTO, TEXAS

Debbie Holland, Mayor

ATTEST:

Christine Martinez, City Secretary
AGENDA ITEM NO.: 9A.                      AGENDA DATE: February 19, 2015

PRESENTED BY: Melanie Hudson, Director of Finance

ITEM: Consideration and possible action on a resolution amending the Fiscal and Budgetary Policy.

STRATEGIC GUIDE POLICY: Fiscal and Budgetary

ITEM BACKGROUND: The City of Hutto adopted a Fiscal and Budgetary Policy in March 2007, which has been amended several times. Per the policy, the City must annually review the policy. This proposed amendments to the policy ensures alignment with the City’s Strategic Guide and reflects current practices.

BUDGETARY AND FINANCIAL SUMMARY: The Fiscal and Budgetary Committee reviewed the latest adopted version of the Fiscal and Budgetary policy with red lined proposed revisions; accepted the revisions, provided clarification and made recommendations; then reviewed a draft of the proposed amended policy and made final changes. The final draft of the proposed amended policy is included with this resolution.

Changes were made to ensure the policy reflects City philosophy and not operations. Items which were operational in nature were removed, as they should be established in internal procedures and not Council policy. Additional changes were made to provide clarification and reorganize the sections to provide clarity. Those alterations did not change the content.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS: The proposed amended Fiscal and Budgetary Policy has been reviewed and approved by the Fiscal and Budgetary Committee.

CITY ATTORNEY REVIEW: Not applicable.

STAFF RECOMMENDATION: Staff recommends the Council approve the resolution to amend the Fiscal and Budgetary Policy.

SUPPORTING MATERIAL: The final draft of the proposed amended policy is included with this resolution.
1. Resolution Amending the Fiscal and Budgetary Policy
2. Exhibit A - Amended Fiscal and Budgetary Policy
RESOLUTION NO.

A RESOLUTION AMENDING THE CITY OF HUTTO FISCAL AND BUDGETARY POLICY

WHEREAS, the City of Hutto assumes a responsibility to its citizens to carefully account for public funds, to manage City finances wisely and to plan for the adequate funding of services desired by the public; and

WHEREAS, the City of Hutto developed a Fiscal and Budgetary Policy to enable the City to achieve and maintain a long term stable and positive financial condition and provide guidelines for the City’s financial affairs; and

WHEREAS, the Fiscal and Budgetary Policy spans all areas of financial planning, operating and capital budgeting, revenue management, expenditure control, asset management, accounting and financial reporting, and debt management; and

WHEREAS, the City Council wishes to amend the Fiscal and Budgetary Policy to reflect City philosophy and ensure alignment with the Strategic Guide.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby approves the amendment of the Fiscal and Budgetary Policy as presented in Exhibit A.

RESOLVED on this the 19th day of the month of February, 2015.

CITY OF HUTTO, TEXAS

_________________________________
Debbie Holland, Mayor

ATTEST:

_________________________________
Christine Martinez, City Secretary
I. OVERVIEW AND STATEMENT OF PURPOSE

The City of Hutto has an important responsibility to its citizens and customers to carefully account for public funds, to manage City finances wisely and to plan for the adequate funding of services desired by the public.

The broad purpose of the Fiscal and Budgetary Policy is to enable the City to achieve and maintain a long-term stable and positive financial condition, and provide guidelines for the day-to-day planning and operations of the City’s financial affairs. The City’s financial management, as directed by this Policy, is based upon the foundation of integrity, prudent stewardship, planning, accountability and full disclosure.

Policy scope generally spans areas of financial planning, operating and capital budgeting, revenue management, expenditure control, asset management, accounting and financial reporting, and debt management. This is done in order to:

A. Demonstrate to the citizens of Hutto, the City’s bond holders, other creditors and the bond rating agencies that the City is committed to a strong fiscal operation;
B. Provide a common vision for financial goals and strategies for current and future policy-makers and staff;
C. Fairly present and fully disclose the financial position of the City in conformity to Generally Accepted Accounting Principals (GAAP); and
D. Demonstrate compliance with finance-related legal and contractual issues in accordance with the Texas Local Government Code and other legal mandates.

The Fiscal and Budgetary Committee will annually review the Fiscal and Budgetary Policy and make recommendations to City Council.

II. FIVE YEAR FINANCIAL PLAN

Budgeting is an essential element of the financial planning, control and evaluation process of municipal government. Multi-year budgeting provides a means to identify the impact of implementing new programs and projects on future budgets. The Five Year Financial Plan is the City’s long range operations and capital plan. The plan includes all of the operating departments of the General Fund and Utility Fund as well as the capital improvement funds of the City. The plan is reviewed and updated annually.

A. Capital Improvements Program – The Capital Improvements Plan (CIP) outlines the major utility infrastructure, streets and drainage, facilities, parks and other improvements needed to serve the citizens, meet growth related needs and comply with state and federal regulations.

1. Preparation – The City Engineer, with the support of the Finance Department, coordinates the annual update and adoption of the five-year CIP as a part of the annual budget process. In accordance with the City Charter (Charter, section 12.03), the CIP will be delivered to the Planning and Zoning Commission, so that P&Z recommendations may be presented to City Council. The CIP includes all costs associated with the design, rights of way, acquisition and construction of a project, as well as the estimated operating and maintenance costs, which impacts future operating budgets. The following guidelines will be utilized in developing the CIP:

   • Needed capital improvements and major maintenance projects are identified through system models, repair and maintenance records and growth demands.
   • A team approach will be used to prioritize CIP projects, whereby City staff from all operational areas provide input and ideas relating to each project and its effect on operations.
   • Citizen involvement and participation will be solicited in formulating the capital budget through website solicitation.
• City Master Plans

2. Financing Programs – Where applicable, impact fees, assessments, pro-rata charges or other fees should be used to fund capital projects which have a primary benefit to specific, identifiable property owners. Recognizing that long-term debt is usually a more expensive financing method, alternative financing sources will be explored before debt is issued. When debt is issued, it will be used to acquire major assets with expected lives which equal or exceed the average life of the debt issue.

3. Control – All capital project expenditures must be appropriated in the capital budget. The Director of Finance or City Manager must certify the availability of resources before any right of way easement is negotiated or before any capital project contract is presented to the Council for approval.

4. Reporting – Periodic financial reports will be prepared to enable the Department Directors to manage their capital budgets and to enable the Finance Department to monitor and control the budget as authorized. Capital project status reports will be provided to Council.

B. Operations Plan – Each Department Director will provide a plan for each division in the department for each of the upcoming five years. The plan will include estimated operating expenses, the cost of new programs being contemplated and staffing needs for the five year period.

C. Revenues and Financing Plan - The Finance Department will develop conservative, five year revenue forecasts based upon current and known future revenue streams. The Plan will illustrate the impact of the Capital and Operations Plan on the property tax rate, utility rates and other fees.

D. Performance Measures - Department Directors will develop program performance measures to evaluate the impact of new programs and growth on the departments. Existing programs will also be evaluated as a part of the five year planning process and annual budget process to determine whether certain programs should continue to be funded.

III. ANNUAL OPERATING BUDGET

Budgeting is an essential element of the financial planning, control and evaluation process of municipal government. The “operating budget” is the City’s annual financial operating plan. The annual budget includes all of the operating departments of the general fund, proprietary funds, debt service funds, special revenue funds, and capital improvement funds of the City.

A. Planning – The budget process will include City Council participation in the identification of major policy issues. The budget process will be a part of an overall strategic planning process for the City. The process will also allow for citizen input.

B. Preparation – The Charter (Section 8.02) requires “On or before the 15th day of August each fiscal year, the City Manager shall submit to the City Council a budget for the ensuing fiscal year and an accompanying message.” The budget shall be adopted not later than the last day of the last month of the fiscal year.

1. Proposed Budget – A proposed budget shall be prepared by the City Manager with participation of all of the City’s Department Directors within the provision of the Charter.

   a. In accordance with the Charter (Section 8.04), the budget shall provide a complete financial plan for the ensuing fiscal year, in a form as the City Manager or Council deems desirable, and the budget shall include goals and objectives, a capital budget, enterprise funds and appropriations.

   b. In accordance with the Charter (Section 8.05), the City will publish in a newspaper of general circulation in the City and as files available for download via the Internet a general summary of the budget, as well as the times and places that the budget is available for public inspection, no less than two weeks after the publication, the time and place for a public hearing on the budget.

   c. A copy of the proposed budget will be filed with the City Secretary when it is submitted to the City Council.
2. **Adoption** – Upon finalization of the budget appropriations, the City Council will hold a public hearing, and subsequently adopt by Ordinance the final budget. The budget will be effective for the fiscal year beginning October 1st.

3. **Standards for Publication** - The City will utilize the criteria outlined in the Government Finance Officers Association (GFOA) Distinguished Budget Program for the presentation of the budget document. The budget document will be submitted annually to the GFOA for evaluation and consideration for the Distinguished Budget Presentation Award.

4. **Budget Calendar** – The timeline for budget adoption is guided by City Charter (as indicated above) and state Truth in Taxation laws. The deadline for the chief appraiser to certify rolls to taxing units is July 25. After certification, City Council must discuss the tax rate, and if the maximum rate they will consider adopting will exceed the rollback rate or effective tax rate, they must take a record vote and schedule a public hearing. Notice of Public Hearing on Tax Increase must be published at least 7 days before the first public hearing. The second public hearing must be no earlier than 3 days after the first public hearing, and is also when the meeting to adopt tax rate will be scheduled and announced (must be 3-14 days from this date). Notice of Tax Revenue Increase must be published before the meeting to adopt tax rate (at least seven days, if available). The meeting to adopt tax rate must be held 3-14 days after the second public hearing, and the tax rate must be adopted before September 30.

C. **Revenue Estimates** – In order to maintain a stable level of services, the City shall use a conservative, objective and analytical approach when preparing revenue estimates. The process shall include the analysis of probable economic changes and their impacts on revenues, historical collection rates and trends in revenues. This approach should reduce the likelihood of actual revenues falling short of budget estimates during the year, which could otherwise result in mid-year service reductions.

D. **Balanced Budget** – The goal of the City is to balance the operating budget with current revenues, whereby, current revenues match and fund on-going expenditures/expenses. Excess balances in the operating funds from previous years may be used for non-recurring expenditures/expenses or as capital funds.

E. **Reporting** – Summary financial reports will be presented to the Fiscal and Budgetary Committee and provided to City Council quarterly, at a minimum. These reports will be in a format appropriate to enable the City Council to understand the overall budget and financial status.

F. **Control and Accountability** – Each Department Director, appointed by the City Manager, will be responsible for the administration of his/her departmental budget. This includes accomplishing the Goals and Objectives adopted as part of the budget and monitoring each department budget for compliance with spending limitations. Department Directors may request a transfer of funds within a department budget. All transfers of appropriation or budget amendments require either City Council or City Manager approval as outlined in Section V.C. Further expenditure control guidance is located in Section V of this policy.

G. **Budget Amendments** – The Charter (Section 8.07) provides a method to amend appropriations. The City Council may authorize:

1. **Supplemental Appropriations** – If the City Manager certifies that revenues are available in excess of those estimated in the budget, an amendment ordinance may be prepared for City Council approval. In general, the supplemental appropriations will be evaluated using the following criteria:
   - Is the request of such an emergency nature that it must be done immediately?
   - Why was the item not budgeted in the normal budget process?
   - Why can’t a transfer be done within the Department to remedy the condition?

2. **Emergency Appropriations** – To meet public emergency affecting life, health, property or the public peace, or to avoid a material cost or public expense, the City Council may adopt an emergency appropriation.
3. **Reduction of Appropriations** – If at any time during the fiscal year it appears probable that expected revenues will be insufficient to finance expenditures for which appropriations have been authorized, the City Council may adopt an ordinance to reduce appropriations.

H. **Contingency Appropriations** – The budget may include contingency appropriations within designated operating department budgets. These funds are used to offset anticipated but amount unknown expenditures, unexpected maintenance or other unanticipated expenses that might occur during the year, including insurance deductibles, unexpected legal expenses and equipment repairs.

I. **Outside Agency Funding** – The City Council may fund a number of outside agencies and organizations that provide core services for the citizens of Hutto. The amount of funding received by each agency depends upon Council direction and the availability of funds. The City Council may fund up to 1% of the estimated General Fund revenues during the budget process.

1. **Funding Process** - All agencies shall have a standardized process for application, review, monitoring and reporting. All agencies are required to submit applications for funding to the City during the budget process. Applications will include the following:
   a. Information about the organization including organization’s purpose, charter, board of directors, etc.
   b. Copy of organization’s financial policies.
   c. Copy of prior year’s tax filing demonstrating non-profit status.
   d. Copy of prior year’s audit or financial review for organizations whose operating budget exceeds $100,000 annually.

2. Funding of non-profit agencies through public funds require enhanced guidelines for spending and operations which shall include:
   a. Funding will typically be used for specific programs, rather than for general operating costs, and demonstrates the program’s sustainability beyond a three-year funding period.
   b. Funded agencies are encouraged to post meeting agendas at least 72 hours in advance in the spirit of transparency. At the Council’s discretion, funded agencies may be asked to allow a Council Member or a Council appointed representative to be a member of its board of directors.
   c. The City shall have the ability to review financial reports to monitor how public funds are utilized by an organization.
   d. Other items may be addressed by the City Council as specified in each organization’s Outside Agency Funding Agreement.

3. The Fiscal and Budgetary Committee will review requests from other agencies and develop a recommendation to Council based upon available funding. Applications will be evaluated on the following criteria:
   a. Number of Hutto citizens served by the organization;
   b. Type of service provided and whether other organizations in the community provide the service;
   c. Availability of other funding sources for the organization;
   d. Demonstration of ability to adhere to the guidelines outlined by this policy;
   e. The City Council shall use the following guideline to allocate funding:
      - Education – 10%
      - Quality of Life – 30%
      - Social Services – 60%
      - Public Health and Safety – The City Council may provide additional funding above the designated 1% to support governmental organizations that provide public health and safety services to the Hutto Community. Examples include membership in the Williamson County and Cities Health District and financial support for Williamson County Emergency Services District #3.
All funded agencies shall be required to submit quarterly reports with performance data unless otherwise specified.

J. **Periodic Program Reviews** – The City Manager and Department Directors will periodically review programs for efficiency and effectiveness. Programs not meeting efficiency or effectiveness objectives shall be brought up to required standards, or be subject to reduction or elimination.

K. **Budget Contingency Plan** – This policy is intended to establish general guidelines for managing revenue shortfalls resulting from factors such as local and economic downturns that affect the City’s revenue streams.

1. **Immediate Action** - Once a budgetary shortfall is projected, the City Manager will take the necessary actions to offset any revenue shortfall with a reduction in current expenses. The City Manager may:
   
   a. Freeze all new hire and vacant positions except those deemed to be a necessity.
   b. Review all planned capital expenditures.
   c. Delay all “non-essential” spending or equipment replacement purchases.

2. **Further Action** - If the above actions are insufficient to offset the revenue deficit and the shortfall continues to increase, the City Manager will further reduce operating expenses to balance the variance. The City Manager may ask Department Directors for recommendations on reductions of service levels in order to reduce expenditures to balance the budget. Any resulting service level reductions, including workforce reductions, will be addressed by the City Council.

IV. **REVENUE MANAGEMENT**

A. **Optimum Characteristics** – The City will strive for the following optimum characteristics in its revenue system:

   1. **Revenue Adequacy** – The City should require there be a balance in the revenue system; i.e., the revenue base will have the characteristics of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.

   2. **Realistic and Conservative Estimates** – Revenues will be estimated realistically, and conservatively, taking into account the volatile nature of various revenue streams.

   3. **Administration** – The benefits of a revenue source should exceed the cost of levying and collecting that revenue. Where appropriate, the City will use the administrative processes of State, Federal or County collection agencies in order to reduce administrative costs.

   4. **Diversification and Stability** – A diversified revenue system with a stable source of income shall be maintained. This will help avoid instabilities in two particular revenue sources due to factors such as fluctuations in the economy and variations in the weather.

B. **Other Considerations** – The following considerations and issues will guide the City in its revenue policies concerning specific sources of funds:

   1. **Non-Recurring Revenues** – One-time or non-recurring revenues should not be used to finance current ongoing operations. Non-recurring revenues should be used only for non-recurring expenditures and not for budget balancing purposes.

   2. **Property Tax Revenues** – All real and business personal property located within the City will be valued at 100% of the fair market value for any given year based on the current appraisal supplied by the Williamson County Appraisal District. Reappraisal and reassessment shall be done a minimum of once every three years.

   3. **Investment Income** – Earnings from investments will be distributed to the funds in accordance with the equity balance of the fund from which the monies were provided to be invested.

   4. **User-Based Fees and Service Charges** – For services associated with a user fee or charge, the direct or indirect costs of that service will be offset by a fee where possible. The City will review fees and charges no less than once every three years to ensure that fees provide adequate
coverage for the cost of services. The City Council will determine how much of the cost of a service should be recovered by fees and charges.

5. **Utility Fund Rates** – The City will review and adopt utility rates as needed to generate revenues required to fully cover operating expenses, meet the legal requirements of all applicable bond covenants and provide for an adequate level of working capital.

Additionally, enterprise activity rates will include transfers to and receive credits from other funds as follows:

6. **Administrative Cost Recovery** – Administrative costs should be charged to all funds for services of general overhead, such as administration, finance, customer billing, legal and other costs as appropriate. These charges will be determined through an indirect cost allocation following accepted practices and procedures.

7. **Revenue Monitoring** – Revenues as they are received will be regularly compared to budgeted revenues, variances will be investigated and any abnormalities will be included in the quarterly report to the City Council.

C. **Funding Alternatives**

1. **Grants** - The City shall seek to obtain grants which are consistent with the City’s current and future priorities and objectives. The City Council must authorize acceptance of any grant funding. Potential grants will be examined for any matching requirements and the source of those requirements identified. Grant applications will be reviewed by Finance to ascertain funding sources, outcomes and other relevant information before the information is presented to the City Council. The City shall recover indirect costs to the maximum allowable by the funding source, and may waive or reduce indirect costs if doing so will significantly increase the effectiveness of the grant. Grant-funded programs and associated positions will be terminated as directed by the City Council when grant funds are no longer available, unless alternate funding is identified.

2. **Leases** - The City may authorize the use of lease financing for certain operating equipment when it is determined that the cost benefit of such an arrangement is advantageous to the City.

3. **Impact Fees** - The City will impose impact fees as allowable under state law for both water and wastewater services. These fees will be calculated in accordance with statute and reviewed at least every three years. All fees collected will fund projects identified within the Fee study and as required by state laws.

D. **Liabilities and Receivables** - Procedures will be followed to maximize discounts and reduce penalties offered by creditors. Current liabilities will be paid within 30 days of receiving the invoice. Accounts Receivable procedures will target collection for a maximum of 30 days of service. Receivables aging past 120 days will be sent to a collection agency. The Director of Finance is authorized to write-off non-collectible accounts that are delinquent for more than 180 days, provided proper delinquency procedures have been followed, and include this information in the annual report to the City Council.

V. **EXPENDITURE POLICIES**

A. **Appropriations** – The point of budget control is at the department level budget for all funds. The Department Directors shall manage budgets to ensure that appropriations are not exceeded. Budgets are approved by the Council within a departmental or program budget category (personnel costs, supplies, maintenance, operations/maintenance and capital).

B. **Central Control** – No recognized or significant salary or capital budgetary savings in any Department shall be spent by the Department Head without prior authorization from the City Manager. This control will realize budget savings each year that will be available to be transferred by the City Manager, without further Council action.

C. **Budget Transfers** – The Charter (Section 8.06) provides that the City Manager may transfer balances within departments and programs. A Department Director may request a transfer between line items, or categories of items through the City Manager. Finance will make the
D. **Purchasing** – All City purchases of goods or services will be made in accordance with the City’s current Purchasing Policy and with State law. In accordance with Texas Local Government Code, Subchapter B, Sections 252.021 and 252.043, the City shall make award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality. Council may delegate authority to a designated representative in determining the appropriate method of purchase. State law requires any purchase of goods or materials over $50,000 be formally bid. The City’s Purchasing Policy follows State Law by requiring multiple quotes for most purchases over $3,000. The City’s Purchasing Policy requires all contracts greater than $50,000 be approved by the City Council. The following shows a summary of approval requirements for purchases.

1. **Local Preference** - In accordance with Chapter 271.9051 of the Local Government Code, the City Council may choose to award a competitive bid of $100,000 or less to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received from the lowest bidder whose business is not within the City limits. The determination that the local bidder offers the City the best combination of contract price and additional local economic development opportunities will be made in writing.

2. **Interlocal Cooperation in Delivery of Services** – In order to promote the effective and efficient delivery of services, the City shall work with other local jurisdictions to share on an equitable basis the cost of services, to share facilities and to develop joint programs to improve service to its citizens.

<table>
<thead>
<tr>
<th>Dollar Figure</th>
<th>Supervisor or Director Designee</th>
<th>Department Director</th>
<th>Purchasing Agent</th>
<th>City Management</th>
<th>City Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $500</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$500 to $1,000</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$1,000 to $10,000</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$10,000 to $50,000</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>$50,000 Formal Bids</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

E. **Prompt Payment** – All invoices approved for payment by the proper City authorities shall be paid within thirty (30) calendar days of receipt of goods or services or invoice date, whichever is later in accordance with State law. The City will take advantage of all purchase discounts, when possible.

VI. **PAY PHILOSOPHY**

The City’s goal as an employer is to attract and retain quality employees who provide exemplary public service to our community in an effective and efficient manner.

A. **Adequate Staffing** – Staffing levels will be adequate for the operations and programs of the City to be conducted efficiently and effectively. In order to provide continuing services to a growing population, as well as add new services, staffing levels will be evaluated by the City Manager regularly to determine workloads. Workload allocation alternatives, such as contract labor and contracted services, will be explored before adding additional staff.

B. **Market Adjustments** – The City shall utilize salary survey data, as well as data from other benchmark cities, as a reference for making market-based adjustments. Market based adjustments are based upon the job duties and job descriptions of the position, not on performance of the employee within the position. City Council identified benchmark cities based on parameters such as population, proximately to Hutto, growth rate, and tax base. The cities selected are: Belton, Cedar Park, Cibolo, Georgetown, Kyle, Leander, Little Elm, Pflugerville, Round Rock, Schertz, Seguin and Taylor.
C. **Merit Adjustments** – The City utilizes a merit based pay plan as a part of the overall compensation system. Council may fund merit increases annually during the budget process to aid in retaining and rewarding quality employees for productivity and job performance. These merit based adjustments are recommended by the employee’s immediate supervisor and reviewed by both the Department Director and the City Manager. Employees may receive a merit increase upon approval of the City Manager based upon performance, or when other situations warrant this type of increase, such as a reclassification due to additional job duties.

VII. **CAPITAL MAINTENANCE AND REPLACEMENT**

The City shall establish a Capital Replacement Fund to provide financial resources to replace aging fleet and equipment. Only fleet and equipment included on the City’s Fixed Assets inventory will be included on the replacement schedule. Funding will be set aside each year through the annual budget process to fund the future replacement of fleet and equipment.

VIII. **ACCOUNTING, AUDITING AND FINANCIAL REPORTING**

A. **Accounting** – The City is responsible for the recording and reporting of its financial affairs, both internally and externally. The Director of Finance is the City’s Chief Financial Officer and is responsible for establishing the structure for the City’s Chart of Accounts and for assuring that procedures are in place to properly record financial transactions and report the City’s financial position.

B. **Audit of Accounts** – In accordance with the Charter Section 8.14, an independent audit of the City accounts will be performed every year. The auditor is retained by and is accountable directly to the City Council.

C. **External Reporting** – Upon completion and acceptance of the annual audit by the City’s auditors, the City shall prepare a written Comprehensive Annual Financial Report (CAFR) which shall be presented to the City Council within 180 calendar days of the City’s fiscal year end. The CAFR shall be prepared in accordance with GAAP and shall be presented annually to the GFOA for evaluation and consideration for the Certificate of Achievement in Financial Reporting. If City staffing limitations preclude such timely reporting, the Director of Finance will inform the City Council of the delay and the reasons therefore.

IX. **RISK AND ASSET MANAGEMENT**

A. **Risk Management** – The City will utilize programs to prevent and/or reduce the financial impact to the City due to claims and losses. Transfer of liability for claims through transfer to other entities through insurance and/or by contract will be utilized where appropriate. Prevention of loss through the safety program and the employee health program will be employed.

B. **Investments** – The City Council has formally approved a separate Investment Policy for the City of Hutto that meets the requirements of the Public Funds Investment Act (PFIA), Section 2256 of the Texas Local Government Code. This policy is reviewed annually by the City Council and applies to all financial assets held by the City.

C. **Cash Management** – The City shall maintain a comprehensive cash management program to include the effective collection of all accounts receivable, the prompt deposit of receipts to the City’s depository, the payment of obligations, and the prudent investment of idle funds in accordance with this policy.

X. **DEBT MANAGEMENT**

The City of Hutto recognizes the primary purpose of capital facilities is to support provision of services to its residents. Using debt financing to meet the capital needs of the community must be evaluated according to efficiency and equity. Efficiency must be evaluated to determine the highest rate of return for a given investment of resources. Equity is resolved by determining who should pay for the cost of capital improvements. In meeting demand for additional services, the City will strive to balance the needs between debt financing and “pay as you go” methods. The City realizes that failure to meet the demands of growth may inhibit its continued economic viability, but also realizes that too much debt may have detrimental effects on the City’s long-range financial condition.
The City will issue debt only for the purpose of acquiring or constructing capital assets for the general benefit of its citizens and to allow it to fulfill its various purposes as a city.

A. **Usage of Debt** - Long-term debt financing will be considered for non-continuous capital improvements of which future citizens will benefit. Alternatives for financing will be explored prior to debt issuance and include, but not limited to:

- Grants
- Use of Reserve Funds
- Use of Current Revenues
- Contributions from developers and others
- Leases
- Impact Fees

When the City utilizes long-term financing, it will ensure that the debt is soundly financed by conservatively projecting revenue sources that will be used to pay the debt. It will not finance the improvement over a period greater than the useful life of the improvement and it will determine that the cost benefit of the improvement, including interest costs, is positive to the community.

B. **Types of Debt** –

1. **General Obligation Bonds (GO's)** – General obligation bonds must be authorized by a vote of the citizens of Hutto. They are used only to fund capital assets of the general government and are not to be used to fund operating needs of the City. The full faith and credit of the City as well as the City’s ad valorem taxing authority back general obligation bonds. Conditions for issuance of general obligation debt include:
   - When the project will have a significant impact on the tax rate;
   - When the project may be controversial even though it is routine in nature; or
   - When the project falls outside the normal bounds of projects the City has typically done.

2. **Certificates of Obligation, Contract Obligations (CO's)** – Certificates of obligation or contract obligations may be used to fund capital requirements that are not otherwise covered either by general obligation or revenue bonds. Debt service for CO's may be either from general revenues (tax-supported) or supported by a specific revenue stream(s) or a combination of both. Typically, the City may issue CO's when the following conditions are met:
   - When the proposed debt will have minimal impact on future effective property tax rates;
   - When the projects to be funded are within the normal bounds of city capital requirements, such as for roads, parks, various infrastructure and City facilities; and
   - When the average life of the obligation does not exceed the useful life of the asset(s) to be funded by the issue.

Certificates of obligation will be used with prudent care and judgment by the City Council. Every effort will be made to ensure public participation in decisions relating to debt financing.

3. **Self-supporting General Obligation Debt** – Refers to general obligation debt issued for a specific purpose and repaid through dedicated revenues other than ad valorem taxes. The annual debt requirements are not included in the property tax calculation. The Utility Fund issues this type of debt.

4. **Internal Borrowing between City funds** – The City can authorize use of existing long-term reserves as “loans” between funds. The borrowing fund will repay the loan at a rate consistent with current market conditions. The loan will be repaid within ten (10) years. The loan will be considered an investment of working capital reserves by the lending fund.

5. **Short-term Borrowing** - The City may authorize the issuance of Public Property Finance Contractual Obligations (PPFCOs) which are short-term obligations for the acquisition of personal public property, such as equipment. PPFCOs are payable from either ad valorem taxes
or another dedicated revenue stream. Each issuance will be assessed to ensure cost effectiveness and the repayment schedule will not exceed the useful life of the asset. Multiple equipment acquisitions can be grouped in a single PPFCO issue in order to develop economies of scale.

6. **Revenue Bonds** – Revenue bonds will be issued to provide for the capital needs of any activities where the capital requirements are necessary for the continuation or expansion of a service. The improved activity shall produce a revenue stream to fund the debt service requirements of the necessary improvement to provide service expansion. The average life of the obligation should not exceed the useful life of the asset(s) to be funded by the bond issue and will generally be limited to no more than twenty (20) years.

C. **Method of Sale** – The City will use a competitive bidding process in the sale of bonds unless conditions in the bond market or the nature of the issue warrant a negotiated bid. In such situations, the City will publicly present the reasons for the negotiated sale. The City will rely on the recommendation of the financial advisor in the selection of the underwriter or direct purchaser.

D. **Disclosure** – Full disclosure of operating costs along with capital costs will be made to the bond rating agencies and other users of financial information. The City staff, with assistance of the financial advisor and bond counsel, will prepare the necessary materials for presentation to the rating agencies and will aid in the production of the Preliminary Official Statements. The City will take responsibility for the accuracy of all financial information released.

E. **Federal Requirements** – The City will maintain procedures to comply with arbitrage rebate and other Federal requirements.

F. **Debt Structuring** – The City will issue bonds with maturity not to exceed the useful life of the asset acquired. The structure should approximate level debt service unless operational matters dictate otherwise. Market factors, such as the effects of tax-exempt designations, the cost of early redemption options and the like, will be given consideration during the structuring of long term debt instruments.

G. **Debt Coverage Ratio** – Refers to the number of times the current combined debt service requirements or payments would be covered by the current operating revenues net of on-going operating expenses of the City’s Utility. The City will maintain a minimum debt service coverage ratio of 1.0 times for these utilities as a whole.

H. **Bond Reimbursement Resolutions** – The City may utilize bond reimbursements as a tool to manage its debt issues, due to arbitrage requirements and project timing. In so doing, the City uses its capital reserve “cash” to delay bond issues until such time when issuance is favorable and beneficial to the City.

XI. **FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS**

The City of Hutto will maintain budgeted minimum reserves in the ending working capital/fund balances to provide a secure, healthy financial base for the City in the event of a natural disaster or other emergency, allow stability of City operations should revenues fall short of budgeted projections and provide available resources to implement budgeted expenditures without regard to actual timing of cash flows into the City.

A. **Operating Reserves** – In accordance with the Charter Section 8.04, the City will maintain emergency reserves at a minimum of 25% of net budgeted operating expenditures. Net budgeted operating expenditure is defined as total budgeted expenditures less interfund transfers and charges, general debt service (tax supported), direct cost for purchased power and payments from third party grant monies.

1. **General Fund** – The unobligated fund balance in the General Fund should equal at least 25%.
2. **Utility Fund** – Working capital reserves in these funds should be 25%.

Reserve requirements will be calculated as part of the annual budget process and any additional required funds to be added to the reserve balances will be appropriated within the budget. Funds in excess of the minimum reserves may be expended for City purposes at the will of the City Council.
once it has been determined that use of the excess will not endanger reserve requirements in future years.

B. **Capital Project Funds** – Every effort will be made for all monies within the Capital Project Funds to be expended within thirty-six (36) months of receipt. The fund balance will be invested and income generated will offset increases in construction costs or other costs associated with the project. Capital project funds are intended to be expended totally, with any unexpected excess to be transferred to the Debt Service fund to service project-related debt service.

C. **General Debt Service Funds** – Revenues within this fund are stable, based on property tax revenues. Balances are maintained to meet contingencies and to make certain that the next year’s debt service payments may be met in a timely manner. The fund balance should not fall below one month or 1/12th annual debt service requirements, in accordance with IRS guidelines.

D. **Investment of Reserve Funds** – The reserve funds will be invested in accordance with the City’s investment policy. Existing non-cash investment would be exempt through retirement of the investment.
AGENDA ITEM NO.: 9B.  
AGENDA DATE: February 19, 2015

PRESENTED BY: Will Guerin, Development Services Director

ITEM: Consideration and possible action on a resolution supporting and approving funding assistance for an application from AT Villages at Mager, LP to the Texas Department of Housing and Community Affairs for 2015 Competitive Nine Percent Housing tax Credits for the Villages at Mager Lane workforce housing development located on the south side of Mager Lane at Carol Drive in the City of Hutto, Texas.

STRATEGIC GUIDE POLICY: Growth Guidance

ITEM BACKGROUND: The City was approached by Structure Texas, a land planning firm located in Austin, who is representing a multi-family developer AmTex. AmTex is seeking to construct an 80-unit multi-family development located on the south side of Mager Lane on the east side of Hutto Elementary School. The units would be constructed under the 9% Housing Tax Credits program from the Texas Department of Housing and Community Affairs.

The location is zoned Smart Code and allows for the multi-family use. The community’s need for multi-family is generally in line with the City’s long plans such as the Sustainable Places Project, the draft Comprehensive Plan, and Housing Policy.

From the TDHCA website:

The TDHCA Housing Tax Credit (HTC) Program is one of the primary means of directing private capital toward the development and preservation of affordable rental housing for low-income households. Tax credits are awarded to eligible participants to offset a portion of their federal tax liability in exchange for the production or preservation of affordable rental housing. There are two types of Tax Credits: Competitive (9%) and Non-Competitive (4%). The below information corresponds to the 9% Housing Tax Credit round, which is highly competitive and awarded based on a Regional Allocation Formula (RAF) with additional set asides for developments at risk of losing affordability and subsidy, developments financed through USDA, and those with nonprofit owners. Applications are scored and ranked within their region or set-aside and in accordance with rules and
laws outlined in the Qualified Allocation Plan (QAP).

**BUDGETARY AND FINANCIAL SUMMARY:**
Projects developed under the Smart Code zoning will receive 50% off of building permitting fees. The resolution notes a financial contribution from the City not to exceed $15,000. This is based on an estimate of the Smart Code reduction from anticipated building permitting fees. The applicant may consider additional in-kind costs such as the City's construction improvements to Mager Lane, which amounted to $1,805,327.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**
The City Council Growth Guidance Committee reviewed the proposal at their meeting on January 19, 2015, and recommended the project be brought to the full Council for consideration.

**CITY ATTORNEY REVIEW:**
The City Attorney has reviewed the resolution.

**STAFF RECOMMENDATION:**
Staff recommends approval of the resolution based on the alignment with the City's long-range plans and goals for housing variety.

**SUPPORTING MATERIAL:**
1. Resolution - Villages at Mager Lane
RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS SUPPORTING AND APPROVING FUNDING ASSISTANCE FOR AN APPLICATION FROM AT VILLAGES AT MAGER, LP TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2015 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS FOR THE VILLAGES AT MAGER LANE WORKFORCE HOUSING DEVELOPMENT LOCATED ON THE SOUTH SIDE OF MAGER LANE AT CAROL DRIVE IN THE CITY OF HUTTO, TEXAS.

WHEREAS, AT Villages at Mager, LP has proposed a development for affordable rental housing located on the south side of Mager Lane at Carol Drive named Villages of Mager Lane in the City of Hutto; and

WHEREAS, AT Villages at Mager, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2015 Competitive 9% Housing Tax Credits for Villages at Mager Lane; and

WHEREAS, AT Villages at Mager, LP has requested from the City of Hutto support for its application to TDHCA and for the development of the Project, and requests a financial contribution from the City of Hutto not to exceed $15,000; and

WHEREAS, in accordance with Section 11.9(d)(2) of the 2015 Qualified Allocation Plan, an application may qualify for points for a resolution voted on and adopted from the governing body expressly setting forth a commitment to provide a certain level of development funding assistance by the political subdivision.

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

Section 1. The City of Hutto, acting through its governing body, hereby confirms that it supports the proposed Villages at Mager Lane and that this formal action has been taken to put on record the opinion expressed by the City of Hutto on February 19th, 2015, and

Section 2. The City of Hutto hereby approves a commitment to the Project of funds in an amount of $15,000 per the incentive identified in the SmartCode for 50 percent off building permitting fees. The City of Hutto hereby approves a commitment to the Project of funds in an amount of $1,805,327 in the form of an in-kind contribution for the Mager Lane improvement project. The funds for this contribution have not been provided to the City by AT Villages at Mager, LP or a related party to AT Villages at Mager, LP.
Section 3. Notwithstanding anything herein to the contrary, the funding commitment by the City of Hutto as set forth in this Resolution shall be contingent on (i) AT Villages at Mager, LP securing HTCs from TDHCA in an amount sufficient to develop the Project, (ii) site and design plan approval of the proposed development by the City of Hutto, (iii) approval by the City of Hutto of all matters discovered through the due diligence conducted by or on behalf of the City of Hutto in connection with the development of the Project, and (iv) contingent on successful negotiation of grant and/or loan conditions as applicable.

Section 4. That for and on behalf of the Governing Body, Karen Daly, City Manager, is hereby authorized, empowered and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Section 5. Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

CONSIDERED AND RESOLVED on this 19th day of February 2015.

CITY OF HUTTO, TEXAS

Debbie Holland, Mayor

ATTEST:

Christine Martinez, City Secretary
Consideration and possible action on a resolution concerning Addendum No. 2 to the agreement with American Constructors, Inc. for the Gin Building Rehabilitation.

STRATEGIC GUIDE POLICY: Quality of Life

ITEM BACKGROUND:
The City Council approved an agreement with ACI on October 9, 2014, to serve as Construction Manager-At-Risk for the Gin Building Rehabilitation. The CM-At-Risk is to assist the City and the A/E Consultant with cost estimating and scheduling during the Design Development and Construction Document phases and to build the project thereafter as a CM-At-Risk.

Addendum #2 is for construction services and materials to be used in the South Gin Building rehabilitation. American Constructors (ACI) solicited proposals from interested firms with a February 3, 2015, deadline for response. The firm(s) selected for construction services and materials will serve as subcontractors for ACI with their fees included in the Gross Maximum Price (GMP) that ACI is submitting as Amendment #2.

BUDGETARY AND FINANCIAL SUMMARY:
The Total GMP submitted by ACI for the Gin Building Rehabilitation project is $952,775. This amount includes previously approved demolition services as part of the original construction budget of $753,080. Additional funding sources have been identified in order to successfully complete the project.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
The City Attorney has reviewed the agreement.

STAFF RECOMMENDATION:
Staff recommends approval of the resolution.
SUPPORTING MATERIAL:
1. Resolution - Gin Building Rehabilitation Amendment #2
2. Amendment #2 - Gin Building Rehabilitation
3. CMAR for Gin Building Rehabilitation - Master Agreement
RESOLUTION NO. _____________

WHEREAS, the City of Hutto ("City") and American Constructors, Inc. ("American Constructors") have a mutual intent and understandings with respect to the provision of Construction Manager-At-Risk services for the Gin Building Rehabilitation for the City by American Constructors, and

WHEREAS, the City has entered into an Agreement with American Constructors for the provision of said services for the Gin Building Rehabilitation, and

WHEREAS, American Constructors is proposing Amendment No. 2 to the original Agreement to reflect construction services and materials for completion of the Gin Building Rehabilitation project,

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 Amendment No. 2 to the original Agreement with American Constructors, Inc.

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 19th day of February, 2015.

CITY OF HUTTO, TEXAS

By: __________________________
    Debbie Holland, Mayor

ATTEST:

______________________________
Christine Martinez, City Secretary
This agreement amends the City of Hutto Construction Manager at Risk Agreement dated October 9, 2014 as follows:

1. This Amendment 2 supersedes, and includes the scope of work described by Amendment 1 dated 12/12/14.

2. The Substantial Completion Date for the project is June 15, 2015.

3. The Guaranteed Maximum Price for the work described by this amendment is $952,775.

4. The basis of the Guaranteed Maximum Price is as follows:
   a. Clarifications described by the attached Exhibit A.
   b. Summary of estimated costs, including allowances, as described by the attached Exhibit B.
   c. Drawings and Specifications for Demolition, Building, and Sitework prepared by Antenora Architects LLP as described by the attached Exhibit C.
   d. The Scope of Work includes:
      i. Selective Demolition, Building, and Sitework as described by the Drawings and Specifications.
      ii. General Conditions as described in the original agreement.
      iii. Bonds, Insurance, and Fee as described by the original agreement.

Owner: City of Hutto, Texas
Construction Manager at Risk: American Constructors, Inc.

By: ____________________________  By: ____________________________
Date: __________________________  Date: __________________________

For City, Attest:

By: ____________________________
1. Impact of plan review comments by permitting authorities is not included

2. The cost of permits is not included

3. The cost of capital recovery fees, tap fees, meter fees, and other similar fees are not included

4. The cost of materials testing and inspection is not included

5. Phone service, wiring, and remote system monitoring are to be provided by the City of Hutto

6. The cost of guard/security services are not included

7. Water usage costs are not included

8. Electrical usage costs are note included

9. Cellular monitoring of fire alarm equipment is included in lieu of hard-wired monitoring

10. PEX underground water pipe is included in lieu of type K copper

11. Cast iron floor sink is included in lieu of stainless steel

12. PVC C-900 fire line piping is included in lieu of class 350 ductile iron

13. Push pad type panic hardware is included in lieu of drop down type

14. The GMP amount is predicated on obtaining a contract for steel erection in the amount of $65,000 or less
<table>
<thead>
<tr>
<th></th>
<th>Item Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>02</td>
<td>Existing Conditions</td>
<td>61,954</td>
</tr>
<tr>
<td>03</td>
<td>Concrete</td>
<td>131,447</td>
</tr>
<tr>
<td>05</td>
<td>Metals</td>
<td>141,031</td>
</tr>
<tr>
<td>07</td>
<td>Thermal &amp; Moisture Protection</td>
<td>138,675</td>
</tr>
<tr>
<td>08</td>
<td>Openings</td>
<td>39,960</td>
</tr>
<tr>
<td>09</td>
<td>Finishes</td>
<td>64,167</td>
</tr>
<tr>
<td>10</td>
<td>Specialties</td>
<td>564</td>
</tr>
<tr>
<td>21</td>
<td>Fire Suppression</td>
<td>27,398</td>
</tr>
<tr>
<td>22</td>
<td>Plumbing</td>
<td>14,505</td>
</tr>
<tr>
<td>26</td>
<td>Electrical</td>
<td>99,855</td>
</tr>
<tr>
<td>28</td>
<td>Electronic Safety &amp; Security</td>
<td>1,909</td>
</tr>
<tr>
<td>31</td>
<td>Earthwork</td>
<td>34,496</td>
</tr>
<tr>
<td>32</td>
<td>Exterior Improvements</td>
<td>500</td>
</tr>
<tr>
<td>33</td>
<td>Utilities</td>
<td>25,107</td>
</tr>
<tr>
<td>51</td>
<td>Allowances</td>
<td>11,500</td>
</tr>
<tr>
<td></td>
<td>electrical service</td>
<td>2,000</td>
</tr>
<tr>
<td></td>
<td>signage</td>
<td>500</td>
</tr>
<tr>
<td></td>
<td>existing steel repair</td>
<td>3,000</td>
</tr>
<tr>
<td></td>
<td>existing subgrade structures/voids</td>
<td>2,000</td>
</tr>
<tr>
<td></td>
<td>press location - site adjustment</td>
<td>3,000</td>
</tr>
<tr>
<td></td>
<td>fence/gate at press</td>
<td>1,000</td>
</tr>
<tr>
<td></td>
<td>General Conditions</td>
<td>59,950</td>
</tr>
<tr>
<td></td>
<td>Temporary Construction</td>
<td>5,257</td>
</tr>
<tr>
<td></td>
<td>Bonds &amp; Insurance</td>
<td>25,725</td>
</tr>
<tr>
<td></td>
<td>Construction Contingency</td>
<td>30,000</td>
</tr>
<tr>
<td>34</td>
<td>Fee (3.75%)</td>
<td>34,275</td>
</tr>
<tr>
<td></td>
<td>TOTAL CONSTRUCTION</td>
<td>948,275</td>
</tr>
<tr>
<td>35</td>
<td>Preconstruction Services Fee</td>
<td>4,500</td>
</tr>
<tr>
<td></td>
<td>TOTAL GMP 2</td>
<td>$ 952,775</td>
</tr>
</tbody>
</table>
## Hutto Cotton Gin Building
### EXHIBIT "C"

<table>
<thead>
<tr>
<th>Sheet Number</th>
<th>INDEX OF DRAWINGS</th>
<th>Current Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>SPECIFICATIONS</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clarification 1</td>
<td>12/03/14</td>
</tr>
<tr>
<td></td>
<td></td>
<td>01/00/00</td>
</tr>
<tr>
<td></td>
<td><strong>DEMOLITION SET</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>GENERAL</strong></td>
<td></td>
</tr>
<tr>
<td>G100</td>
<td>Cover Sheet</td>
<td>10/31/14</td>
</tr>
<tr>
<td>G101</td>
<td>General Notes</td>
<td>10/31/14</td>
</tr>
<tr>
<td>D100</td>
<td>Site Demo Plan</td>
<td>10/31/14</td>
</tr>
<tr>
<td></td>
<td><strong>CIVIL</strong></td>
<td></td>
</tr>
<tr>
<td>C100</td>
<td>Erosion &amp; Sedimentation Control Plan</td>
<td>10/30/14</td>
</tr>
<tr>
<td>C101</td>
<td>Civil Notes &amp; Details</td>
<td>10/30/14</td>
</tr>
<tr>
<td></td>
<td><strong>ARCHITECTURAL</strong></td>
<td></td>
</tr>
<tr>
<td>D101</td>
<td>North Gin BLDG Demo Plan</td>
<td>10/31/14</td>
</tr>
<tr>
<td>D120</td>
<td>South Gin BLDG Demo Plan</td>
<td>10/31/14</td>
</tr>
<tr>
<td>D121</td>
<td>South Gin BLDG Demo RCP</td>
<td>10/31/14</td>
</tr>
<tr>
<td>D123</td>
<td>South Gin BLDG Demo Elevations</td>
<td>10/31/14</td>
</tr>
<tr>
<td></td>
<td><strong>CONSTRUCTION SET</strong></td>
<td></td>
</tr>
<tr>
<td>G100</td>
<td>Cover Sheet</td>
<td>01/16/15</td>
</tr>
<tr>
<td>G101</td>
<td>General Notes</td>
<td>01/16/15</td>
</tr>
<tr>
<td>G102</td>
<td>TAS Details &amp; Notes</td>
<td>01/16/15</td>
</tr>
<tr>
<td>G103</td>
<td>TAS Details &amp; Notes</td>
<td>01/16/15</td>
</tr>
<tr>
<td>G200</td>
<td>Specifications</td>
<td>01/16/15</td>
</tr>
<tr>
<td>G201</td>
<td>Specifications</td>
<td>01/16/15</td>
</tr>
<tr>
<td>G202</td>
<td>Specifications</td>
<td>01/16/15</td>
</tr>
<tr>
<td></td>
<td><strong>CIVIL</strong></td>
<td></td>
</tr>
<tr>
<td>C100</td>
<td>Erosion &amp; Sedimentation Control Plan</td>
<td>01/16/15</td>
</tr>
<tr>
<td>C101</td>
<td>Civil Notes &amp; Details</td>
<td>01/16/15</td>
</tr>
<tr>
<td>C102</td>
<td>Grading &amp; Drainage Plan</td>
<td>10/31/14</td>
</tr>
<tr>
<td>C103</td>
<td>Water Tap Plan</td>
<td>10/31/14</td>
</tr>
<tr>
<td>C104</td>
<td>Water Notes &amp; Details</td>
<td>01/16/15</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Date</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>A000</td>
<td>Architectural Site Plan</td>
<td>01/16/15</td>
</tr>
<tr>
<td>A100</td>
<td>Gin Building Floor Plan</td>
<td>01/16/15</td>
</tr>
<tr>
<td>A102</td>
<td>Reflected Ceiling Plan</td>
<td>01/16/15</td>
</tr>
<tr>
<td>A103</td>
<td>Gin Building Roof Plan</td>
<td>01/16/15</td>
</tr>
<tr>
<td>A200</td>
<td>Exterior Elevations</td>
<td>01/16/15</td>
</tr>
<tr>
<td>A201</td>
<td>Exterior Elevations</td>
<td>01/16/15</td>
</tr>
<tr>
<td>A300</td>
<td>Building Sections</td>
<td>01/16/15</td>
</tr>
<tr>
<td>A301</td>
<td>Building Sections</td>
<td>01/16/15</td>
</tr>
<tr>
<td>A400</td>
<td>Door &amp; Window Types</td>
<td>01/16/15</td>
</tr>
<tr>
<td>A600</td>
<td>Enlarged Plans at Entry Bays</td>
<td>01/16/15</td>
</tr>
<tr>
<td>A620</td>
<td>Details</td>
<td>01/16/15</td>
</tr>
<tr>
<td>A621</td>
<td>Details</td>
<td>01/16/15</td>
</tr>
<tr>
<td>A622</td>
<td>Details</td>
<td>01/16/15</td>
</tr>
<tr>
<td>A623</td>
<td>Details</td>
<td>01/16/15</td>
</tr>
<tr>
<td>S0.1</td>
<td>General Notes</td>
<td>01/16/15</td>
</tr>
<tr>
<td>S0.2</td>
<td>General Notes</td>
<td>01/16/15</td>
</tr>
<tr>
<td>S1.1</td>
<td>Foundation Plan</td>
<td>01/16/15</td>
</tr>
<tr>
<td>S2.1</td>
<td>Roof Framing Plan</td>
<td>01/16/15</td>
</tr>
<tr>
<td>S3.1</td>
<td>Typical Concrete Details</td>
<td>01/16/15</td>
</tr>
<tr>
<td>S3.2</td>
<td>Concrete Details</td>
<td>01/16/15</td>
</tr>
<tr>
<td>S5.1</td>
<td>East &amp; West Interior Elevations</td>
<td>01/16/15</td>
</tr>
<tr>
<td>S5.2</td>
<td>North &amp; South Elevations</td>
<td>01/16/15</td>
</tr>
<tr>
<td>S5.3</td>
<td>Steel Details</td>
<td>01/16/15</td>
</tr>
<tr>
<td>S5.4</td>
<td>Steel Details</td>
<td>01/16/15</td>
</tr>
<tr>
<td>S5.5</td>
<td>Steel Details</td>
<td>01/16/15</td>
</tr>
<tr>
<td>E1.10</td>
<td>Electrical Specifications</td>
<td>01/16/15</td>
</tr>
<tr>
<td>EL1.12</td>
<td>Electrical Details</td>
<td>01/16/15</td>
</tr>
<tr>
<td>E1.13</td>
<td>Electrical Riser &amp; Schedules</td>
<td>01/16/15</td>
</tr>
<tr>
<td>E1.14</td>
<td>Electrical Site Plan</td>
<td>01/16/15</td>
</tr>
<tr>
<td>EL1.11</td>
<td>Electrical Lighting Plan</td>
<td>01/16/15</td>
</tr>
<tr>
<td>EP1.11</td>
<td>Electrical Power Plan</td>
<td>01/16/15</td>
</tr>
<tr>
<td>P1.11</td>
<td>Plumbing Plan</td>
<td>01/16/15</td>
</tr>
<tr>
<td>P1.12</td>
<td>Plumbing Notes, Schedules &amp; Details</td>
<td>01/16/15</td>
</tr>
<tr>
<td>LS1.0</td>
<td>Landscape Sitework</td>
<td>01/16/15</td>
</tr>
<tr>
<td>LS2.1</td>
<td>Sitework Notes &amp; Details</td>
<td>01/16/15</td>
</tr>
<tr>
<td>LS2.2</td>
<td>Sitework &amp; Planting Specifications</td>
<td>01/16/15</td>
</tr>
<tr>
<td>LP1.0</td>
<td>Landscape Planting</td>
<td>01/16/15</td>
</tr>
<tr>
<td>LP2.1</td>
<td>Landscape Planting Notes &amp; Details</td>
<td>01/16/15</td>
</tr>
</tbody>
</table>
RESOLUTION NO. R-14-10-09-11A

WHEREAS, the City of Hutto ("City") and American Constructors, Inc. ("American Constructors") have a mutual intent and understandings with respect to the provision of Construction Manager-At-Risk services for the Gin Building Rehabilitation for the City by American Constructors, and

WHEREAS, the City has issued a formal solicitation to acquire Construction Manager-At-Risk services for the Gin Building Rehabilitation and has selected American Constructors for provision of said services, and

WHEREAS, the City and American Constructors wish to enter into an Agreement outlining their mutual understanding and agreement to work cooperatively and in good faith in respect to Construction Manager-At-Risk services for the Gin Building Rehabilitation for the City by American Constructors,

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 American Constructors, Inc.

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 9th day of October, 2014.

CITY OF HUTTO, TEXAS

[Signature]
Debbie Holland, Mayor

ATTEST:

[Signature]
Christine Martinez, City Secretary
City of Hutto
Construction Manager at Risk Agreement

CITY OF HUTTO §
COUNTY OF WILLIAMSON §
STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS:

THIS AGREEMENT is made and entered into on this 1st day of the month of October, 2014, by and between the City of Hutto, Texas, a home-rule city and municipal corporation with principal offices located at 401 West Front Street, Hutto, Williamson County, Texas, 78634 (hereinafter referred to as the "Owner"), American Constructors, Inc. (hereinafter referred to as the "Construction Manager" and/or the "Construction Manager at Risk").

For and in consideration of the mutual terms, conditions and covenants of this Agreement and accompanying documents between the Owner and the Construction Manager and in consideration of payments as set forth therein, the Construction Manager hereby agrees to commence and complete the following Project:

Gin Building Rehabilitation

together with any and all extra work in accordance with the Project Manuel, Drawings and Addenda, as prepared by the Architect, Antenora Architects, LLP, and approved by the Owner.

The Construction Manager hereby agrees to commence Work within ten (10) calendar days following the date contained in the Notice to Proceed issued by the Owner, and the Construction Manager hereby agrees to substantially complete the Project within the time set forth in Amendment No. 1.

Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach.

The Owner agrees to pay Construction Manager from appropriated funds for satisfactory performance of this Agreement in accordance with the plans and specifications, subject to proper additions and deductions, all as provided in the General Conditions, Supplemental Conditions, Amendment No. 1, and Special Conditions of this Agreement, and the Owner agrees to make payments on account thereof as provided therein.

Although drawn by the Owner, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

IN WITNESS WHEREOF, both parties have caused this Agreement to be signed in their respective corporate names by duly authorized representatives, and the parties hereby bind themselves, their successors and assigns for the faithful and full performance of the terms and provisions hereof.

EXECUTED on the latest date of the signatories indicated at the conclusion of this document and all attachments.
AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK WHERE
CONSTRUCTION MANAGER AT RISK
IS ALSO THE CONSTRUCTOR

ARTICLE 1
GENERAL PROVISIONS

1.1 RELATIONSHIP OF PARTIES

The Construction Manager accepts the relationship of trust and confidence established with the Owner by
this Agreement, and the Construction Manager covenants with the Owner to furnish the Construction
Manager’s reasonable skill and judgment and to cooperate with the Architect in furthering the interests of
the Owner and in completing the Project in accordance with all Contract Documents. The Construction
Manager shall furnish construction administration and management services and use the Construction
Manager’s best efforts to perform the Project in an expeditious and economical manner consistent with
the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the
Owner, Architect, Construction Manager and other persons or entities employed by the Owner for the
Project.

1.2 GENERAL CONDITIONS

All references in this Agreement to any General Conditions shall mean only the City of Hutto’s General
Conditions, which are attached hereto and made a part hereof.

ARTICLE 2
CONSTRUCTION MANAGER’S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article 2, and elsewhere in this
Agreement. The services to be provided by the Construction Manager under paragraph 2.1 constitute the
Preconstruction Phase services. If the Owner and the Construction Manager agree, after consultation
with the Architect, the Construction Phase may commence before completion of the Preconstruction
Phase, in which case both phases shall proceed concurrently.

2.1 PRECONSTRUCTION PHASE

2.1.1 Preliminary Evaluation

The Construction Manager shall provide a preliminary evaluation of the Owner’s program and Project
budget requirements, each in terms of the other.

2.1.2 Consultation

The Construction Manager, with the Architect, shall jointly schedule and attend regular meetings with the
Owner and the Architect. The Construction Manager shall consult with the Owner and the Architect
regarding site use and improvements, and the selection of materials, building systems and equipment.
The Construction Manager shall provide recommendations on construction feasibility, time requirements
for procurement, installation and construction completion and factors related to construction cost including
estimates of alternative designs or materials, preliminary budgets and possible economies.

2.1.3 Preliminary Project Schedule

When Project requirements described in paragraph 3.1.1 have been sufficiently identified, the
Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the
Architect’s review and the Owner’s approval. The Construction Manager shall coordinate and integrate
the preliminary Project schedule with the services and activities of the Owner, the Architect, and the Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, the Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion.

2.1.4 Preliminary Cost Estimates

2.1.4.1 When the Owner has sufficiently identified the Project requirements and the Architect has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

2.1.4.2 When Schematic Design Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare for the review of the Architect and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the Design Development Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, the Architect, and the Construction Manager.

2.1.4.3 If any estimate submitted to the Owner exceeds previously-approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and the Architect.

2.2 CONSTRUCTION MANAGER'S DESIGNATED REPRESENTATIVE

The Construction Manager hereby designates in writing the following representative:

Joe Charlton
4330 Gaines Ranch Loop, # 230
Austin, Texas 78735
512.328-2026

2.3 SUBCONTRACTORS AND SUPPLIERS

In addition to complying with statutory requirements of Texas Government Code, Section 2269.052 regarding advertising, the Construction Manager shall also seek to develop subcontractor interest in the Project, and may at any time provide documentation to potential bidders. The Construction Manager may furnish to the Owner and Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals may be requested for each principal portion of the Work. The Architect shall promptly reply in writing to the Construction Manager if the Architect or the Owner know of any objection to such subcontractor or supplier. The receipt of any such list from the Construction Manager shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject any proposed subcontractor or supplier.

2.3.1 Subcontractors and suppliers shall be selected in accordance with paragraphs 2.8.2.1, 2.8.2.2, and 2.8.2.3 herein.

2.4 LONG-LEAD TIME ITEMS

The Construction Manager shall recommend to the Owner and the Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule. If
such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead time items.

2.5 EXTENT OF RESPONSIBILITY

The Construction Manager does not warrant estimates except as may be included as part of the Guaranteed Maximum Price. Any recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and/or the Owner’s professional consultants. It is not the Construction Manager’s responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect and Owner in writing.

2.6 COMPLETION DATE

2.6.1 Contract Time/Completion Date is a crucial element of the Project. Therefore, Substantial Completion Date is not subject to change unless agreed to in advance in writing by the parties.

2.6.2 Substantial Completion Date for the Project in on or before the date set forth in Amendment No. 1. This provision shall have priority over any other provision to the contrary in this Agreement, the General Conditions, or any associated Contract Documents.

2.7 GUARANTEED MAXIMUM PRICE PROPOSAL

2.7.1 When the Drawings and Specifications are sufficiently complete as defined by the Owner, the Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work and the Construction Manager’s Fee.

2.7.2 As the Drawings and Specifications may not be finished at the time the Guaranteed Maximum Price proposal is prepared, the Construction Manager shall provide in the Guaranteed Maximum Price for further development of the Drawings and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

2.7.3 The estimated Cost of the Work shall include the Construction Manager’s contingency, a sum established by the Construction Manager for the Construction Manager’s exclusive use to cover costs arising under paragraph 2.7.2 and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

2.7.4 Basis of Guaranteed Maximum Price

The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:

.1 A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Guaranteed Maximum Price proposal.

.2 A list of allowances and a statement of their basis.
A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.

The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the fee that comprise the Guaranteed Maximum Price.

The Date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based.

2.7.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

2.7.6 Unless the Owner accepts the Guaranteed Maximum Price proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the Guaranteed Maximum Price proposal shall not be effective without written acceptance by the Construction Manager.

2.7.7 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any costs under this Agreement except as the Owner may specifically authorize in writing.

2.7.8 Upon acceptance by the Owner of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Amendment No. 1. The Guaranteed Maximum Price shall be subject to additions and to deductions by a change in the Work as is provided for in the Contract Documents.

2.7.9 The Owner shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in Amendment No. 1. Such revised drawings and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect and Construction Manager. The Construction Manager shall promptly notify the Architect and Owner if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

2.7.10 The Guaranteed Maximum Price shall include in the Cost of the Work only those taxes which are enacted at the time the Guaranteed Maximum Price is established.

2.8 CONSTRUCTION PHASE

2.8.1 Commencement

The Construction Phase shall commence on the earlier of:

(1) The Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, and the Owner's issuance of a Notice to Proceed; or

(2) The Owner's first authorization to the Construction Manager to:

(a) award a subcontract, or

(b) undertake construction Work with the Construction Manager's own forces, or
(c) issue a purchase order for materials or equipment required for the Work.

2.8.2 Administration

2.8.2.1 The Construction Manager shall publicly advertise and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the Work other than the minor work that may be included in the General Conditions, all in accordance with Texas Government Code, Section 2269.256(a). The Construction Manager may seek to perform portions of the Work itself if it submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or subcontractors and if the Owner determines that the Construction Manager’s bid or proposal provides the best value for the Owner. In accordance with Texas Government Code, Section 2269.256(a), the Construction Manager and the Owner or its representative shall review all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Engineer, Architect, or Owner. All bids or proposals shall be made public after the award of the contract or not later than the seventh (7th) day after the date of final selection of bids or proposals, whichever is later.

2.8.2.2 If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in price, time, and/or Guaranteed Maximum Price for any additional cost and risk that the Construction Manager may incur as a result of the Owner’s requirement that another bid or proposal be accepted, all in accordance with Texas Government Code, Section 2269.256(b).

2.8.2.3 Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of paragraphs 7.1.8 and 7.1.9 and shall not be awarded on the basis of cost plus a fee without the prior written consent of the Owner.

2.8.2.4 The Construction Manager shall schedule and conduct meetings at which the Owner, Architect, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall cause the preparation and distribution of meeting minutes.

2.8.2.5 Promptly after the Owner’s acceptance of the Guaranteed Maximum Price proposal, the Construction Manager shall prepare a schedule in accordance with these Contract Documents, including the Owner’s occupancy requirements.

2.8.2.6 The Construction Manager shall provide monthly written reports to the Owner and Architect on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect.

2.8.2.7 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect at regular intervals.

2.9 PROFessional SERVICES

The Construction Manager shall not be required to provide professional services that constitute the practice of architecture or engineering, unless such services are specifically required by the Contract Documents or unless the Construction Manager has specifically agreed in writing to provide such services. In such event, the Construction Manager shall cause services to be performed by appropriately licensed professionals.
ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES

3.1.1 The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

3.1.2 The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

3.2 OWNER'S DESIGNATED REPRESENTATIVE

The Owner hereby designates in writing the following representative, in accordance with the General Conditions:
Micah Grau
Assistant City Manager
401 W Front St.
Hutto, Texas 78634

3.3 ARCHITECT

The Owner shall retain an Architect to provide the Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in the "City of Hutto Agreement for Architectural Services for City of Round Public Training Facility," current as of the date of this Agreement, and as specifically modified by the Owner. The Owner shall authorize and cause the Architect to provide those Additional Services described in the referenced document requested by the Construction Manager which must necessarily be provided by the Architect for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect, from which compensation provisions may be deleted.

3.4 LEGAL REQUIREMENTS

The Owner shall determine and advise the Architect and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under paragraph 3.1.

3.5 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS

In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described under this paragraph 3.5, except to the extent that the Construction Manager knows of any inaccuracy:

3.5.1 Reports, surveys, drawings and tests concerning the conditions of the site which are required by law.
3.5.2 Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.

3.5.3 The services of geotechnical engineers when such services are reasonably required by the scope of the Project and are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

3.5.4 Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

3.5.5 The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

ARTICLE 4
COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Phase services as follows:

4.1 COMPENSATION

4.1.1 For the services described in paragraph 2.1, the Construction Manager’s compensation shall be calculated as follows: the basis for compensation for Preconstruction Phase Services is the not-to-exceed lump sum amount of $4,500.00, which is included in the Guaranteed Maximum Price.

4.2 PAYMENTS

4.2.1 Payments shall be made monthly following presentation of the Construction Manager’s invoice and, where applicable, shall be in proportion to services performed.

4.2.2 Payments are due and payable thirty (30) days from the date the Construction Manager’s invoice is received by the Owner. Amounts unpaid after the date on which payment is due shall bear interest at the rate of one percent (1%) per month.

ARTICLE 5
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

5.1 COMPENSATION

5.1.1 For the Construction Manager’s performance of the Work, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 7 and the Construction Manager’s Fee as follows:
Construction Manager's Fee shall be 3.75% multiplied by the total Cost of the Work.

5.1.2 The amount which shall be paid to the Construction Manager for all insurance and bonding, including but not limited to Builder's Risk Insurance for the Cost of the Work, General Liability and Umbrella Insurance for the Cost of the Work, and Bond Premium for the Cost of the Work (100% Payment and Performance Bonds), shall be the fixed cost of 2.7% of the total contract amount.

5.1.3 The amount which shall be paid to the Construction Manager for all General Conditions that may be reasonably anticipated for this Project, including but not limited to full-time site supervision, field engineering, field office, safety, small tools, telephone, storage buildings, sanitary facilities, waste containers, temporary electrical power, temporary water, project sign, barricades and lights, temporary fencing, general clean-up, as-built drawings, and scheduling shall be $14,550 per month for the duration of the work.

5.2 GUARANTEED MAXIMUM PRICE

5.2.1 The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided in Amendment No. 1, subject to additions and deductions by changes in the Work as provided in the Contract Documents and subject to other changes authorized by this Agreement and the associated Contract Documents. Such maximum sum as adjusted by approved changes is referred to as the Guaranteed Maximum Price.

5.2.2 The Guaranteed Maximum Price may be revised from time to time by additive or deductive change orders. The Final Guaranteed Maximum Price shall be the Guaranteed Maximum Price as set forth in Amendment No. 1 plus/minus change orders.

5.2.3 The final amount to be paid to the Construction Manager for the Work performed pursuant to this Agreement shall be an amount not greater than the Final Guaranteed Maximum Price.

5.2.4 Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

5.2.5 The sum of $4,500.00 for Preconstruction Phase Services is understood to be included in the Guaranteed Maximum Price.

5.3 CHANGES IN THE WORK

5.3.1 If no specific provision is made for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of adjustment provisions will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the fee established for the original Work.

5.3.2 If the Substantial Completion Date is extended by the Owner beyond the dates specified in Section 2.6.2 from the date of issuance of the Notice to Proceed by the Owner, in accordance with this Agreement and the associated Contract Documents, then the Construction Manager's General Conditions shall be equitably adjusted to reflect the extended Project duration.

ARTICLE 6
COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COST OF THE WORK
6.1.1 The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

6.1.2 Subcontract Costs

Payments made by the Construction Manager to Subcontractors shall be in accordance with the requirements of the subcontracts.

6.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

.1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

.2 Costs of materials described in the preceding paragraph 6.1.3.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

6.1.4 Other Costs

.1 All other costs incurred in the performance of the Work if and to the extent approved by the Owner, but not to exceed the Guaranteed Maximum Price, including costs of Work performed by the Construction Manager rather than a subcontractor.

6.2 DISCOUNTS, REBATES AND REFUNDS

6.2.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, such cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

6.2.2 Amounts which accrue to the Owner in accordance with the provisions of paragraph 6.2.1 shall be credited to the Owner as a deduction from the Cost of the Work.

6.3 CONTRACT SAVINGS, ALLOWANCES, REBATES AND REFUNDS

6.3.1 If the allowable amount of the cost of Cost of Work, General Conditions and the Construction Manager's Contingency is less than the amount established for each of those line items in the originally approved Guaranteed Maximum Price Proposal, the entire difference shall be credited to the Owner as savings and the contract amount shall be adjusted accordingly, including associated Construction Phase Fees. When buyout of the Project is at least eighty-five percent (85%) complete, the Owner may recognize any savings achieved to that point by issuing a deductive change order for the saved amount.

6.3.2 Items to be provided for through the Owner's Special Cash Allowances shall be clearly identified in the Construction Documents and the Guaranteed Maximum Price Proposal. The Cost of the Work included in the Allowances shall be determined in accordance with the City of Hutto's General Conditions, Special Conditions, and Supplementary Conditions applicable thereto. Any claim by the Construction
Manager for an adjustment to an Allowance amount included in the Guaranteed Maximum Price based on the cost of Allowance work shall be made within a reasonable time after the issuance of the Construction Documents for the Allowance items. The Construction Manager shall not be entitled to any increase in its Construction Phase Fee for increases to Allowance amounts that were initially based on estimates provided by the Construction Manager. The Owner shall be entitled to retain one hundred percent (100%) of the balance of any unused Allowance amount.

6.3.3 The Owner shall be entitled to deduct amounts for the following items from any Application for Payment or from the Request for Final Payment submitted by the Construction Manager:

6.3.3.1 The fair market value of all tools, surplus materials, construction equipment, and temporary structures that were charged to the Work (other than rental items) but were not consumed during construction or retained by the Owner. Upon completion of the Work or when no longer required, the Construction Manager shall either credit the Owner for the fair market value (as approved by the Owner) for all surplus tools, construction equipment and materials retained by the Construction Manager or, at the Owner’s option, use commercially reasonable efforts to sell the surplus tools, construction equipment and materials for the highest available price and credit the proceeds to the Owner’s account.

6.3.3.2 Discounts earned by the Construction Manager through advance or prompt payments funded by the Owner. The Construction Manager shall obtain all possible trade and time discounts on bills for materials furnished, and shall pay bills within the highest discount periods. The Construction Manager shall purchase materials for the Project in quantities that provide the most advantageous prices to the Owner.

6.3.3.3 Rebates, discounts, or commissions obtained by the Construction Manager from material suppliers or subcontractors, together with all other refunds, returns, or credits received for materials, bond premiums, insurance and sales taxes.

6.3.3.4 Deposits made by the Owner and forfeited due to the fault of the Construction Manager.

6.3.3.5 Balances remaining on any Allowances, the Construction Manager’s Contingency, or any other identified contract savings.

6.3.4 The Owner shall be entitled to recover any savings realized between the Guaranteed Maximum Price and the buyout price for subcontracting work; provided, however, that the Construction Manager may use such savings to offset other buyout packages that exceed the amounts identified in the initial Guaranteed Maximum Price, so long as the total Cost of Work proposed in the Guaranteed Maximum Price does not increase.

6.4 ACCOUNTING RECORDS

6.4.1 The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; and the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner’s accountants shall be afforded access to the Construction Manager’s records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three (3) years after final payment, or for such longer period as may be required by law.

ARTICLE 7
CONSTRUCTION PHASE

7.1 PROGRESS PAYMENTS
7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall have the obligation to make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

7.1.2 The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.

7.1.3 Provided an Application for Payment is received by the Architect not later than the thirtieth (30th) day of a month, the Owner shall make payment to the Construction Manager not later than the thirtieth (30th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed herein, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

7.1.4 Following each Application for Payment, the Owner shall have the right to inspect the Construction Manager's payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

7.1.5 Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule shall be used as a basis for reviewing the Construction Manager's Application for Payment.

7.1.6 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order;

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

.3 Add the Construction Manager's Fee, less retainage of five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding clauses at the rate stated in paragraph 5.1.1.
.4 Subtract the aggregate of previous payments made by the Owner.

.5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by paragraph 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation.

.6 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment.

7.1.8 Except with the Owner's prior written approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

7.1.9 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with paragraph 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

7.2 FINAL PAYMENT

7.2.1 Final payment shall be made by the Owner to the Construction Manager when (1) the Contract has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner's accountants; and (3) a final Certificate for Payment has then been issued by the Architect; such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Architect's final Certificate for Payment, or as follows:

7.2.2 The amount of the final payment shall be calculated as follows:

.1 Take the sum of the Final Guaranteed Maximum Price from paragraph 5.2.2.

.2 Subtract amounts, if any, for which the Architect withholds, in whole or in part, a final Certificate for Payment as provided in the Contract Documents.

.3 Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

7.2.3 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within thirty (30) days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of paragraph 7.2.1 have been met, the Architect will, within seven (7) days after receipt of the written report of the Owner's
accountants, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate. The time periods stated in this paragraph 7.2 shall supersede any others contained in Contract Documents.

7.2.4 If the Owner's accountants report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with paragraph 9.1 herein dealing with dispute resolution without a further decision of the Architect. Unless agreed to otherwise, a demand for mediation of the disputed amount shall be made by the Construction Manager within sixty (60) days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to make such demand within this sixty-day period shall result in the substantiated amount reported by the Owner's accountants becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

7.2.5 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in paragraph 6.1 to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8
INSURANCE AND BONDS

8.1 The Construction Manager shall, at its sole expense, maintain in effect at all times during the full term of its Work under the Contract Documents, except during the Preconstruction Phase, and as otherwise required under Contract Documents, insurance coverages with limits not less than those set forth below, with insurers licensed to do business in the State of Texas and acceptable to the Owner and under forms of policies satisfactory to the Owner. None of the requirements contained herein as to types, limits, or the Owner's approval of insurance coverage to be maintained by the Construction Manager is intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by the Construction Manager under the Contract Documents or otherwise provided by law. In the event of any failure by the Construction Manager to comply with the provisions of this Article 8, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Construction Manager, purchase such insurance, at the Construction Manager's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Construction Manager shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

8.2 INSURANCE

8.2.1 Construction Manager Provided Insurance

8.2.1.1 General Requirements

.1 The Construction Manager shall carry insurance in the types and amounts indicated below for the duration of the Contract, which shall include items owned by the Owner in the care, custody and control of the Construction Manager prior to and during construction and warranty period.
.2 The Construction Manager must complete and forward the required Certificates of Insurance to the Owner before the Contract is executed as verification of coverage required below. The Construction Manager shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by the Owner. Approval of insurance by the Owner shall not relieve or decrease the liability of the Construction Manager hereunder and shall not be construed to be a limitation of liability on the part of the Construction Manager. The Construction Manager must also complete and forward the required Certificates of Insurance to the Owner whenever a previously identified policy period has expired as verification of continuing coverage.

.3 The Construction Manager's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better, except for hazardous material insurance which shall be written by companies with A.M. Best ratings of A- or better.

.4 All endorsements naming the Owner as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall indicate: City of Hutto, General Services Division, 212 Commerce Boulevard, Hutto, Texas 78664.

.5 The "other" insurance clause shall not apply to the Owner where the Owner is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the Owner and the Construction Manager, shall be considered primary coverage as applicable.

.6 If insurance policies are not written for amounts specified below, the Construction Manager shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

.7 The Owner shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

.8 The Owner reserves the right to review the insurance requirements set forth during the effective period of this Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Construction Manager. If any adjustments to coverage result in additional premiums, the GMP shall be adjusted to reflect such additional premiums.

.9 The Construction Manager shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

.10 The Construction Manager shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

.11 The Construction Manager shall provide the Owner thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicted within the Contract.
.12 If Owner-owned property is being transported or stored off-site by the Construction Manager, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect the Owner’s property.

.13 The insurance coverages required under this contract are required minimums and are not intended to limit the responsibility or liability of the Construction Manager.

8.2.1.2 Business Automobile Liability Insurance

Provide coverage for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements in favor of the Owner:

   a) Waiver of Subrogation endorsement TE 2046A;

   b) 30-day Notice of Cancellation endorsement TE 0202A; and

   c) Additional Insured endorsement TE 9901 B.

Provide coverage in the following types and amounts:

.1 A minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability each accident.

8.2.1.3 Workers’ Compensation and Employers’ Liability Insurance

Coverage shall be consistent with statutory benefits outlined in the Texas Workers’ Compensation Act (Section 401). The Construction Manager shall assure compliance with this statute by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to the Owner’s Representative for every person providing services on the Project as acceptable proof of coverage. The required Certificate of Insurance must be presented as evidence of coverage for the Construction Manager. Workers’ Compensation Insurance coverage written by the Texas Workers Compensation Fund is acceptable to the Owner. The Construction Manager’s policy shall apply to the State of Texas and include these endorsements in favor of the Owner:

   a) Waiver of Subrogation, form WC 420304; and

   b) 30-day Notice of Cancellation, form WC 420601.

The minimum policy limits for Employers’ Liability Insurance coverage shall be as follows:

.1 $100,000 bodily injury per accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.

8.2.1.4 Commercial General Liability Insurance

The Policy shall contain the following provisions:

   a) Blanket contractual liability coverage for liability assumed under the Contract and all contracts relative to this Project.
b) Completed Operations/Products Liability for the duration of the warranty period.

c) Explosion, Collapse and Underground (X, C & U) coverage.

d) Independent Contractors coverage.

e) Aggregate limits of insurance per project, endorsement CG 2503.

f) The Owner listed as an additional insured, endorsement CG 2010.

g) 30-day notice of cancellation in favor of the Owner, endorsement CG 0205.

h) Waiver of Transfer of Recovery Against Others in Favor of the Owner, endorsement CG 2404.

Provide coverages A&B with minimum limits as follows:

.1 A combined bodily injury and property damage limit of $500,000 per occurrence.

8.2.1.5 Builders' Risk Insurance

The Construction Manager shall maintain Builders' Risk Insurance or Installation Insurance on an all risk physical loss form in the Contract Amount. Coverage shall continue until the Work is accepted by the Owner. The Owner shall be a loss payee on the policy. If off site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

8.3 BONDS

8.3.1 General

.1 Bonds, when required, shall be executed on forms furnished by or acceptable to the Owner. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

.2 If the surety on any bond furnished by the Construction Manager is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, the Construction Manager shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to the Owner.

.3 When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all the Construction Manager's obligations under the Contract Documents. Performance Bonds and Payment Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the Owner pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of 10 percent (10%) of its capital and surplus. Such a surety must reinsure any obligations over 10 percent (10%).

8.3.2 Performance Bond
.1 If the Contract Amount exceeds $100,000, the Construction Manager shall furnish the Owner with a Performance Bond in the form set out by the Owner.

.2 If a Performance Bond is required to be furnished, it shall extend for the one (1) year warranty period.

8.3.3 Payment Bond

.1 If the Contract Amount exceeds $25,000, the Construction Manager shall furnish the Owner with a Payment Bond in the form set out by the Owner.

8.3.4 Delivery of Required Bonds

.1 The Construction Manager shall deliver the required bonds to the Owner at least three (3) days before the commencement of any Work at the Project site.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 DISPUTE RESOLUTION

The Owner and the Construction Manager hereby agree that no claims or disputes between the Owner and the Construction Manager arising out of or relating to the Contract Documents or a breach thereof shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14) or any applicable state arbitration statute, except in the event the Owner is subject to an arbitration proceeding related to the Project, the Construction Manager consents to be joined in the arbitration proceeding if the Construction Manager’s presence is required or requested by the Owner for complete relief to be accorded in the arbitration proceeding.

9.2 OTHER PROVISIONS

9.2.1 Extent of Contract

This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

9.2.2 Priority Order

The intent of the Contract Documents is to include all information necessary for the proper execution and completion of the Work by the Construction Manager. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. In cases of disagreement, the following order of precedence shall govern (top item receiving priority of interpretation):

Signed Agreement  
Addenda to the Contract Documents  
Special Conditions  
Supplemental Conditions  
General Conditions  
Other Bidding or Proposal Requirements and Contract Forms  
Special Provisions to the Standard Technical Specifications  
Special Specifications
Standard Technical Specifications
Drawings (figured dimensions shall govern over scaled dimensions)
Project Safety Manual, if applicable.

9.2.3 Ownership and Use of Documents

The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project. They are not to be used by the Construction Manager, Subcontractors, Sub-subcontractors or suppliers on other projects, or for additions to this Project outside the scope of the Work, without the specific written consent of the Owner and Architect. The Construction Manager, Subcontractors, Sub-subcontractors and suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents.

9.2.4 Governing Law

This Contract shall be governed by the law of the state where the Project is located, that being Texas, and venue shall lie in Williamson County, Texas.

9.2.5 Assignment

The Owner and the Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ARTICLE 10
TERMINATION OR SUSPENSION

10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE

10.1.1 Prior to execution by both parties of Amendment No. 1 establishing the Guaranteed Maximum Price, the Owner may terminate this Contract at any time without cause, and the Construction Manager may terminate this Contract if the Work is stopped for a period of thirty (30) consecutive days through no fault of the Construction Manager or Subcontractors, Sub-subcontractors or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Construction Manager, for any of the following reasons:

.1 issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;

.2 an act of government, such as a declaration of national emergency which requires all Work to be stopped; or

.3 because the Architect has not issued a Certificate for Payment and has not notified the Construction Manager of the reason for withholding certification, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

10.1.2 If the Owner or Construction Manager terminates this Contract pursuant to this paragraph 10.1 after commencement of the Construction Phase, the Construction Manager shall be paid an amount calculated as follows:
1. Take the Cost of the Work incurred by the Construction Manager;

2. Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in paragraph 5.1;

3. Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

10.1.3 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under paragraph 10.1.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

10.1.3.1 Subcontracts, purchase orders and rental agreement entered into by the Construction Manager with the Owner’s written approval prior to the execution of Amendment No. 1 shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager shall terminate such subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE

Subsequent to execution by both parties of Amendment No. 1, the Contract may be terminated as follows:

The Owner may terminate this Contract at any time without cause. The Construction Manager may terminate the Contract if, through no act or fault of the Construction Manager of a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Construction Manager, repeated suspensions, delays or interruptions of the entire Work by the Owner constitutes in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less; or if the Owner fails to pay the Construction Manager as required by this Agreement and the associated Contract Documents.

10.2.1 In the event of such termination by the Owner, the amount payable to the Construction Manager shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to paragraphs 10.1.1 and 10.1.2 of this Agreement.

10.2.2 In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager shall not exceed the amount the Construction Manager would be entitled to receive under paragraphs 10.1.1 or 10.1.2 above, except that the Construction Manager’s Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

10.3 SUSPENSION
10.3.1 The Owner may, without cause, order the Construction Manager in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

10.3.2 The Contract Sum shall be adjusted for increases in the cost caused by suspension, delay or interruption as described in paragraph 10.2.1. Adjustments to the Contract Sum shall include profit. No adjustment shall be made to the extent:

.1 that performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Construction Manager is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

10.3.3 If the Work is so suspended by the Owner as described in this paragraph 10.3, then and in that case the Guaranteed Maximum Price, if established, shall be increased as provided in paragraph 10.3.2 except that the term "cost of performance of the Contract" shall be understood to mean the Cost of the Work and the term "profit" shall be understood to mean the Construction Manager's Fee as described in paragraph 5.1.1 of this Agreement.

ARTICLE 11
LIQUIDATED DAMAGES

11.1 CONSTRUCTION MANAGER SHALL PAY LIQUIDATED DAMAGES IN THE AMOUNT OF $500.00 PER DAY FOR EACH DAY BEYOND THE DATE ESTABLISHED THEREFOR THAT THE CONSTRUCTION MANAGER FAILS TO ACHIEVE SUBSTANTIAL COMPLETION, AND/OR FOR EACH DAY OWNER IS UNABLE TO UTILIZE THE IMPROVEMENTS AND FACILITIES DUE TO THE FAILURE OF CONSTRUCTION MANAGER TO HAVE ACHIEVED SUBSTANTIAL COMPLETION IN ACCORDANCE WITH THE CONTRACT.

11.2 Time is of the essence in this Agreement. Therefore, if the Construction Manager fails to achieve Substantial Completion of the Work (or any portion of the Work) on or before the date established in Amendment No. 1, this being the date specified for Substantial Completion in the Agreement, then and in that event the Construction Manager shall pay to the Owner, as liquidated damages, the sums specified herein, per day, for each calendar day or portion of a day that Substantial Completion is delayed after the date specified for Substantial Completion, due to failure of the Construction Manager to have achieved Substantial Completion in accordance with the Contract Documents. It is hereby agreed by the parties that the liquidated damages to which the Owner is entitled hereunder are a reasonable forecast of just compensation for the harm that would be caused by the Construction Manager's failure to achieve Substantial Completion of the Work (or any portion of the Work) on or before Substantial Completion Date. It is hereby agreed by the parties that the harm that would be caused by such failure, which includes loss of expected use of the Project areas, provision of alternative storage facilities and rescheduling of moving and occupancy dates, is one that is incapable or very difficult of accurate estimation.

11.3 It is hereby agreed by the parties that if Substantial Completion of the Work (or any part of the Work) is not achieved on or before sixty (60) days after the date established in Amendment No. 1, this being the date specified for Substantial Completion in the Agreement, then and in that event the harm that would be caused to the Owner cannot be reasonably forecast because it would include business disruption to the Owner in addition to loss of expected use of the Project areas, provision of alternative storage facilities and rescheduling of moving and occupancy dates. Thus, at the Owner's option and in the Owner's sole discretion, the liquidated damages set forth herein may cease to be assessed under the Contract Documents after thirty (30) days after the date specified for Substantial Completion, and the Owner may choose thereafter to rely on its remedies under the Contract Documents and at law and in equity, including without limitation the recovery of actual damages.

ARTICLE 12
WARRANTIES

12.1 The warranty provided herein shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require the Construction Manager to replace defective materials and equipment and re-execute defective Work which is disclosed to the Construction Manager by the Owner within a period of one (1) year after Final Acceptance of the entire Work or within a longer warranty time if such is specifically called for in the Specifications or as otherwise provided by law. In each instance where the Construction Manager becomes obligated to correct defective Work the one (1) year warranty period specified shall automatically be renewed and recommenced, beginning when such correction is completed as to the Work corrected, so that the Construction Manager’s warranty obligations remain in effect as to each portion of the Work until each portion of the Work has functioned properly for an entire year.

12.1.1 The Construction Manager shall issue in writing to the Owner, as a condition precedent to final payment, a “General Warranty” reflecting the terms and conditions for all Work under the Contract Documents. This “General Warranty” shall be assignable only with the approval of the Construction Manager, which approval shall not be unreasonably withheld.

12.1.2 Except when a longer warranty time is specifically called for in the Specifications or as otherwise provided by law, the Construction Manager shall warrant for a period of twelve (12) months from Final Acceptance that the buildings shall be watertight and leakproof at every point and in every area, except where leaks can be attributed to damage to the buildings by external forces beyond the Construction Manager’s control. The Construction Manager shall, immediately upon notification by the Owner of water penetration, determine the source of water penetration and, at its own expense, do any work necessary to make the buildings watertight. The Construction Manager shall also, at its own expense, repair or replace any other damaged materials, finishes, and furnishings damaged as a result of this water penetration, to return the buildings to their original condition.

12.1.3 Except when a longer warranty time is specifically called for in the Specifications or as otherwise provided by law, the “General Warranty” shall be for twelve (12) months from Final Acceptance and shall be in form and content otherwise satisfactory to the Owner.

12.1.4 Warranties shall become effective on a date established by the Owner and the Architect in accordance with the Contract Documents. This date shall be the date of Final Acceptance of the entire Work.

ARTICLE 13
OTHER CONDITIONS

13.1 Upon Substantial Completion of the Work, the Owner, Architect and Construction Manager shall walk the Project and prepare a “punch list” which will describe all of the items to be performed by the Construction Manager to bring the Project to full completion. When the Construction Manager performs these to the Owner’s satisfaction, the Project shall be deemed to be one hundred percent (100%) completed.

13.1.1 For all items which appear on the “punch list,” the cost of remedying or repairing same shall be considered a Cost of the Work as defined in the Contract Documents, unless repairs are due to the negligence of the Construction Manager.

13.2 If the Construction Manager’s work has been completed, but a Certificate of Occupancy is not issued because of administrative delay on the part of the appropriate building authority, or because of the work of separate contractors at the Project site in the employ of the Owner, or for any reason beyond the
control of the Construction Manager, then the final payment will be made to the Construction Manager, provided that other requirements herein for final payment have been met.

13.3 The Construction Manager will protect the Work, materials and equipment on the Project site and will not damage or unduly interfere with the work, materials or equipment of others. The Construction Manager will not repair or replace, except for reasonable compensation, any of its work or installations damaged directly or indirectly through, by, or as a result of items listed in warranty provisions of the General Conditions and any of the following:

.1 Defective design or material supplied by the Owner, or the Owner's separate contractor or supplier.

.2 Any defect in materials or work, or defects caused by materials or work supplied by anyone other than the Construction Manager, its subcontractors, or its agents.

.3 Damage to any items by the Owner or occupant during move-in, including but not limited to cabinets, appliances, countertops, drywall/plaster surfaces, floor/wall coverings, paint, plumbing fixtures, faucets, window glass, mirrors, electrical fixtures, and ceramic tile.

13.4 There is only one Guaranteed Maximum Price (GMP) provided by this Agreement. The amounts of the individual line items are not guaranteed. The final cost of any particular line item may be more or may be less than the estimate. The Construction Manager does, however, guarantee to perform all of the Work required by the Contract Documents within the GMP, and within the stated Contract Time

THIS AGREEMENT is entered into as of the latest date of the signatories indicated at the conclusion of this document and all attachments.

OWNER:

CITY OF HUTTO, TEXAS

By: [Signature]
Debbie Holland, Mayor

Date: 10-9-14

CONSTRUCTION MANAGER-AT-RISK

AMERICAN CONSTRUCTORS, INC.

By: [Signature]
Martin A. Burger, Vice President

Date: 9-26-14

FOR CITY, ATTEST:

By: [Signature]
Christine Martinez, City Secretary

R-14-10-09-11A

FOR CITY, APPROVED AS TO FORM:

By: [Signature]
Charlie Crossfield, City Attorney

23
Consideration and possible action on a resolution of support for the Jonah Water Special Utility District proposed legislation to elect its directors by district.

STRATEGIC GUIDE POLICY: Leadership

ITEM BACKGROUND: This legislation is a local bill that has been filed in order to provide the Jonah Water Special Utility District (SUD) with the option of electing its board of directors by district instead of at-large. The purpose of the bill is to prevent a single entity from becoming the majority of the District's board of directors. Jonah Water is seeking support of this legislation from the City as well as the other local governments within its service area.

The Leadership and Legislative Committee met on February 9, 2015, to review the legislation and Bill Brown, a representative from Jonah Water SUD, attended that meeting to answer questions.

BUDGETARY AND FINANCIAL SUMMARY: Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS: The Leadership and Legislative Committee recommends approval of the resolution.

CITY ATTORNEY REVIEW: Not applicable.

STAFF RECOMMENDATION:

SUPPORTING MATERIAL: 1. Resolution - Support of Jonah SUD Proposed Legislation
RESOLUTION NO.

WHEREAS, Jonah Water Special Utility District ("Jonah") is a special utility district organized in accordance with Chapter 65 of the Texas Water Code, and

WHEREAS, Jonah desires to pursue legislation which will provide the option of electing its board of directors by district instead of at-large, and

WHEREAS, the City Council of the City of Hutto supports the proposed legislation to allow Jonah to elect its directors by district,

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

That the City of Hutto supports the proposed legislation to allow Jonah Water Special Utility District to elect its directors by district.

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 19th day of February, 2015.

CITY OF HUTTO, TEXAS

Debbie Holland, Mayor

ATTEST:

Christine Martinez, City Secretary
AGENDA ITEM NO.: 9E.  AGENDA DATE: February 19, 2015

PRESENTED BY: Mike Hemker, Parks & Recreation Director

ITEM: Consideration and possible action on a resolution updating the Hutto Public Library Policies and Procedures Manual.

STRATEGIC GUIDE POLICY: Quality of Life

ITEM BACKGROUND:
In 2008, City Council was presented with and established the original Library Policies and Procedures Manual for the Hutto Public Library. The Library Advisory Board began the review of these policies in November. Mrs. Jehangir and the Library Advisory Board Chairperson Davey Robinson, along with the Board, worked on updating the policy manual to reflect current operations and best practices for Hutto’s library.

In the past the City did not charge a non-resident fee in order to receive additional funds through the accreditation process from the Texas State Library Association (TLA). Those grant funds have not been available for several years, and the TLA now recommends that libraries charge non-residents a fee to use the local library.

In order to be accredited, the City of Hutto must adopt a set of policies and procedures as well as approve a resolution establishing the library in Hutto. An additional requirement is to have the policies and procedures, as well as the fines and fees, adopted by the Council.

The Library currently has over 7,000 card holders. Many of the card holders are non-city residents but may have a Hutto address or live within the Hutto ISD limits. The original proposed change was a clear non-resident fee. The Board revisited the fee during their regular meeting in February. The new change includes a clarification to allow a free library card for currently enrolled non-resident Hutto ISD student.

Non-residents and non-student non-residents would be responsible for paying the proposed $10 annual fee. The proposed change, if approved, would begin March 1, 2015 and card holders would not be due until the time of library card renewal for all non-residents.

BUDGETARY AND FINANCIAL SUMMARY:
Non-resident fee is being proposed in the policy update.
RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Library Advisory Board recommends approval of the policies & procedures update.

CITY ATTORNEY REVIEW:
Not applicable.

STAFF RECOMMENDATION:
Staff recommends approval of policies & procedures update.

SUPPORTING MATERIAL:
1. Resolution - Library Policies & Procedures Update
2. Library Policies & Procedures Proposed Update
RESOLUTION NO.

WHEREAS, to be eligible for membership in a major resource system of the Texas State Library; and

WHEREAS, the Hutto Public Library meets the minimum standards established by the Texas State Library and Archives Commission for designation as a Public Library; and

WHEREAS, the public library was established by resolution or ordinance of the local governing body as such in 2008, and

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

That the Hutto City Council officially updates the Hutto Public Library Policies and Procedures.

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

RESOLVED on this the 19th day of the month of February, 2015.

CITY OF HUTTO, TEXAS

______________________________
Debbie Holland, Mayor

ATTEST:

______________________________
Christine Martinez, City Secretary
Mission Statement

The mission of the Hutto Public library is to fulfill the educational, informational and recreational needs of all its patrons in a friendly, professional and timely manner. Its aim is to eradicate illiteracy and to develop a lifelong love for reading and quest for knowledge.

I. Circulation Policies

All Hutto ISD residents are eligible for a free library card. A card may be obtained by completing a card application and presenting a picture ID and a proof of residence.

A. Patron Registration

1. Hutto residents and Hutto ISD students currently enrolled may obtain a free library card. Proof of residency is required. Post office boxes cannot be used as proof of residence. Proof of residency may include but is not limited to:
   a. Valid driver's license
   b. Water or Utility Bill with picture ID
   c. Personal Check with picture ID
   d. Lease agreement with picture ID
   e. Military ID
   f. Current Hutto ISD Student ID
   g. Other proof of residence as determined by the Library Director.

2. Student Registration. All students attending a school in the Hutto Independent School District are eligible to receive a Hutto Public Library card without a fee. A parent or legal guardian must sign their child’s registration form (under 16) and provide proof of residency at that time. The child must be present to receive a library card. The adult signing the child’s card is responsible for lost or damaged materials and for any fines accrued. This includes students enrolled and attending public schools, and registered private schools.

3. City of Hutto Employees. Current employees of the City of Hutto may receive a Hutto Public Library card without fee regardless of residency.

4. Card Renewal. Library cards are issued for a one-year period.
   a. To renew a card, all fines and all other debts must be paid in full.
   b. Children’s cards will be renewed without having a parent or guardian sign again.
   c. Patrons must verify registration information. Changes in residency require new proof of residency.
5. **Replacement Cards.** Library cardholders are encouraged to keep their Library card secure. Should a Library card become lost or stolen, it is the responsibility of the cardholder to notify the Library immediately. There is a $1 charge for replacement cards.

6. **People not living within the City of Hutto limits and children not currently enrolled in Hutto ISD schools may obtain a library card for $10 annual fee. This will be effective March 1, 2015. This fee will be charged yearly at the time of renewal.**

B. **Patron Responsibilities**

All Hutto Public Library cardholders agree to comply with Library rules and regulations, to pay all fines, to make good any loss or damage to books incurred by the cardholder, and to give immediate notice of any change of residence. Guardians of juveniles who signed for a child’s card assume responsibility for the child’s card. Cardholders may not avoid responsibility for overdue fines and other incurred fees or costs by using another family member’s card. Habitual or severe abuse of library policies, non-payment of fines, fees and other abuses may result in denial of Library services, as determined by the Library Director.

C. **Circulation Periods**

1. **Card Use:**
   a. Library materials may not be checked out until a library card is issued.
   b. Library cards must be presented to check out materials.

2. **Loan periods:**
   a. Library materials are checked out for a 2-week period.
   b. Materials may be renewed twice, providing there is not a waiting list. DVDs will be checked out for only two weeks and must be returned after that time period. No renewal on DVDs.
   c. Interlibrary loan materials are due by the date indicated on check out slip.
   d. The Library Director determines all other or special loan periods.

3. **Circulation Limits:**
   a. Non-Circulating Materials. Reference materials, magazines, archived materials, and other materials as determined by the Library Director are not available for check out.
   b. Items per Library Card. An individual may have 10 items at a time checked out on their library card.
   c. New Library Card. On a new library card, a patron may check out only two items the first time.
   d. Video & DVD. An individual may have 3 videos or DVDs checked out on his/her card at a time. One family cannot check out more than 6 DVDs at one time.
   e. Other Limits. When determined by the Library staff, specific titles, authors, subjects or special collections may be limited due to high demand or other reasons.

4. **Renewals:**
   Library materials may be renewed in person, phone, or e-mail. Presentation of a Library card is not required for renewal of materials. Materials may be renewed up to 2 times. Items that are on reserve for other patrons may not be renewed.
DVDs will not be renewed and must be returned after 2 weeks.

5. Reserves:
Materials may be reserved in person, phone, or e-mail. Persons will be notified when the item becomes available. Reserves have the same restrictions as limits on circulation (see #3 above). Reserves will be held for a period of three days only. If the item is not picked up within three working days, it will be checked out to the next patron on the reserve list or returned to the shelf.

D. Fines and Fees:

1. Overdue Fines: 25¢ per day, per item, with a maximum fine of $10.00 per overdue item. A notice will be sent 1 week after the material is due. If the material is not returned within one month, a bill will be sent for the cost of the item.

2. Damaged Materials: Library patrons are liable for any damage to library materials while checked out to them. The Library will not charge for normal wear of library materials.
   
   a. If materials are damaged so as to be judged by the Library as being unsuitable for the collection, the patron must pay the cost of the item and a $5 processing fee and the fines accrued. The item may then become the property of the individual.
   
   b. If the item can be repaired or is still useable, a reduced fee may be charged at the Library Director's discretion.

3. Loss of Borrowing Privileges. Patrons with lost or damaged materials or with fines that exceed $5.00 may not check out materials until records are cleared.
II. Collection Development Policy

Collection Development Policy

The mission of the Hutto Public library is to fulfill the educational, informational and recreational needs of all its patrons in a friendly, professional and timely manner. Its aim is to eradicate illiteracy and to develop a lifelong love for reading and quest for knowledge.

A. Principles and Objectives

1. Purpose. The purpose of the Hutto Public Library is to provide all library users with carefully selected materials and to assist individuals in the pursuit of educational and recreational information. The library collection as a whole will be an unbiased and diverse source of information, representing multiple viewpoints on a wide range of topics. Materials are selected to best meet these objectives.

2. Viewpoints. The Library neither encourages nor discourages any particular viewpoint. No material will be excluded because of the race, nationality, religion, gender, sexual orientation, and political or social views of the author. Selection of materials by the Library does not mean endorsement of the contents or the views expressed in those materials.

3. Rights. The freedom to read, along with the freedom to hear and to view, is protected by the First Amendment to the Constitution of the United States. To this end, the Hutto Public Library upholds the principles of the American Library Association’s Library Bill of Rights, Freedom to Read, and the Texas Library Association’s Intellectual Freedom Statement. These documents are at the end of this policy.

4. Parental Responsibility. It is the responsibility of the parent or legal guardian to supervise and monitor the library activities of their child. The library staff cannot be held responsible for the materials checked out by minors.

B. Responsibility for Selection

The Library Director is responsible for the selection of library materials following the guidelines and criteria outlined in this policy.

Selection Criteria

1. The main points considered in selecting materials are:
   a. Individual merit of the item
   b. Popular demand and/or patron request
c. Library need for material
d. Budget
e. Authority of author and/or publisher

2. Review sources are used to assist in selecting materials. Review sources used include, but are not limited to, the following:

   a. Library Journal
   b. School Library Journal
   c. Booklist
d. Other professional review publications
e. Area newspapers with book reviews

3. Materials may be selected without a review. Consideration is given to materials that may be relevant to the library’s collections (i.e. Texas collection, local interest, local authors.)

4. Formats of materials collected by the Hutto Public Library include books, periodicals, newspapers, audio books, videos & DVDs, and online databases. New and emerging formats will be considered when appropriate. The Archives Collection contains materials pertinent to Hutto history and includes other paper formats such as documents, photographs, vertical files, and such materials appropriate for this special collection.

C. Gifts and donations

**Gifts and Donations**

1. General Gifts. The Hutto Public Library accepts gifts of books and other materials with the understanding that the items will be added to the collection only if appropriate and needed. The Library reserves the right to decide the disposition of all gifts received. If items given to the Library are not needed because of duplication, condition, age, etc., the Library Director will dispose of them as he/she sees fit. Such items may be offered to the Friends of the Library for their book sales.

2. Other Gifts. Gifts of a more specific nature, such as works of art, furniture or equipment, shall be referred to the Library Director for acceptance. The Library Foundation or the Friends of the Library kindly accept nonspecific gifts of money.

3. Memorials & Honorariums. Citizens may wish to honor or memorialize an individual with the purchase of appropriate Library material to be added to the collection. The Library accepts donations of funds for memorials or honorariums. The Library Director makes selection of items purchased as memorials or honorariums, with consideration given to the donor’s preferences. Appropriate bookplates will be added to materials in memory of or honoring individuals. The same criteria for selection of purchased Library materials will also be applied to gifts and donations.
Once added to the Library collection, gifts, memorials, and such donations fall under the Collection Development Policy and will be maintained and handled as the rest of the Library’s holdings.

D. Collection Maintenance

1. Criteria. For an up-to-date, attractive and useful collection, a continuous schedule of withdrawal and replacement is required. The CREW Method will be followed as a guideline for appropriate age of materials. Other criterion for evaluation and maintenance of the collection includes, but is not limited to, the following:
   a. Condition of the material
   b. Usage based on observation and computer generated reports
   c. Superseded editions or revisions
   d. Popularity and appeal
   e. Outdated information
   f. Space and budgetary considerations
   g. Professional appraisal & evaluation

2. Disposition. The Library Director will determine final disposition of any materials withdrawn from the Library collection. Materials in poor physical condition or having little anticipated resale value will be discarded. The Friends of the Library will be allowed to sell discarded or withdrawn materials, and proceeds of such sales will be used to support the Library’s mission, programs or to enhance the Library’s collections.

E. Reconsideration of Materials

The Hutto Public Library strives to meet a wide variety of tastes and interests with high quality and popular materials. The City of Hutto is comprised of many diverse groups, with different beliefs, standards and theologies. Every citizen has the right to his or her opinions and beliefs. Differences of opinion regarding the suitability of Library materials may arise. Patrons requesting that material be withdrawn from the collection or with concerns about an item’s placement in the Library may complete a “Citizen’s Request for Reconsideration of Library Material” form. It is the responsibility of the Library Director to make a final determination on all such requests.
Hutto Public Library

Citizen’s Request for Reconsideration of Library Material

Title of Material: ___________________________________________________

Author: ____________________________ Call Number:_________________

Format: book____ cassette/cd____ video/dvd_____ Other______________

Your Name: ____________________________ Telephone: _______________

Address: _________________________________________________________

Group you represent (if any):_________________________________________

Did you examine the entire work? _________ If not, what parts? __________

Specifically, to what in the material do you object? ______________________

________________________________________________________________

________________________________________________________________

What do you believe is the purpose of this material? _________________

________________________________________________________________

Is there anything useful or good about this material? _________________

________________________________________________________________

What prompted you to use this material? ______________________________

________________________________________________________________

For what age group would you recommend this material? _______________

What would you recommend to replace this material? _________________

________________________________________________________________

Your Signature: __________________________________ Date: __________
III. Interlibrary Loan

Interlibrary Loan

A. Because of limited budget, space, and other factors, the Library cannot provide all materials that are requested. Therefore, interlibrary loan is used to obtain from other libraries those materials that are beyond the scope of the Hutto Public Library’s collections. This service is free of charge; however patrons are requested to pay return postage on these borrowed items.

B. Current Hutto Public Library cardholders, 18 years of age or older, in good standing with no pending fines or lost or damaged items may apply for a TexShare card. Active HPL patrons are eligible for a TexShare Card after holding a card for two months. TexShare Card applications and renewals must be made in person. TexShare Cards are good for one year from the date of issue and must be renewed in person when expired.

IV. Code of Conduct

Code of Conduct

To make the library a pleasant place for all, the following rules have been adopted. Patrons who cannot comply with these policies will be asked to leave the library and its property.

Unacceptable Library Behavior
1. Misuse or vandalism of Library property.
2. Bringing pets or animals into the Library (except service animals).
3. Unsupervised children under the age of 8.
5. Intoxication from alcohol or drugs and/or possessing alcohol or illegal drugs.
6. Smoking or other tobacco use.
7. Bringing in food or beverages.
8. Indecent exposure.
10. Disorderly conduct including obscene or abusive language or behavior.
11. Sleeping in the library.
12. Refusal to leave at closing time.
13. Loitering on Library property.
14. Any other illegal activities.
15. Disruptive behavior that may cause annoyance to other library patrons.
16. Cell phone use is prohibited inside the library.
V. Computer usage

Public Computers and Internet Use

Computer workstations are available for connection to the Internet, children's educational games, or to use word processing and spreadsheet software. Printing from these computers costs 10 cents per page for black and white copies. Access to the computer workstations is available on a first-come, first-served basis. After registering, anyone may use a computer for a maximum of one hour per day.

Due to the unrestricted environment of the Internet, information accessed on the Internet may contain material that is incorrect, inauthentic, unreliable, illegal, obscene or sexually explicit. The library does not provide filters on computers, we assume no liability or responsibility for what is viewed by patrons or is left on the screen to be later viewed by a subsequent patron. Restriction or supervision of a child's access to the Internet is the responsibility of the parent or guardian; the library does not have the right or responsibility to act in loco parentis. The Library expressly disclaims any liability or responsibility arising from access to or use of information obtained through its electronic information systems, or any consequences thereof.

A. Children’s policy

It is the library’s policy that parents or legal guardians must assume responsibility for deciding what library resources are appropriate for their children. There will be some resources that parents may feel are inappropriate for their children. Parents are requested to supervise their children’s Internet sessions.

B. Rules governing use

- Children younger than 14 may use computers only if their parents have given the library permission for unaccompanied internet access.
- User must be a library patron and present his/her library card at the front desk. Computer usage is limited to one-hour sessions if others are waiting.
- User should leave the terminal when asked to do so by Library staff.
- Users may not install or download any software without permission from Library staff.
- Users may not use any library workstation for any illegal or criminal purposes.
- Users may not make any attempt to damage computer equipment or software.
- Users will not make any attempt to gain unauthorized access to restricted files or networks, or to damage or modify computer equipment or software.
- Users may not violate copyright laws or software licensing agreements in their use of library workstations or laptops.
- Users may not engage in any activity that is deliberately and maliciously offensive, indecent, or slanderous.
• Users will respect the privacy of other users, and will refrain from attempting to view or read material being used by others.
• By mutual agreement, two persons may share one access session as long as behavior or conversation does not disturb other users or Library staff.
• Users may not harass staff or other patrons.
• Should complaints be made regarding Internet usage, Library staff members are authorized to end a user’s session.
• Violations may result in loss of computer usage.
• Internet help will be provided by Library staff on a limited basis. Users should ask at the Reference Desk for assistance.
Hutto Public Library

VI. Exhibits

Exhibits in the Hutto Public Library are arranged to provide educational and cultural stimulus and to promote reading. The cooperation of non-profit organizations in the loan of materials for display is welcomed.

Posters, leaflets and other promotional literature announcing non-profit community activities sponsored by any group or organization for cultural purposes, specifically excluding religious or political organizations, may be submitted to the Library for public distribution in the Library’s “give-away rack.”
Hutto Public Library

VII. Confidentiality of library records

Records of this library which identify or serve to identify a person who requests, obtains, or uses library materials or services are confidential and are exempt from required disclosure under the Texas Open Records Act.

Exceptions:
Such records generally may be disclosed only if:
1. The library determines that disclosure is reasonably necessary to the operation of the library and the records are not confidential under other state or federal law.
2. The records are released to the person to whom the information relates; or the person to whom the information relates has given permission, in writing, for the information to be released.
3. The records are required under a valid court order or subpoena, as provided under the provisions of the Texas open Records Act.

This policy will be implemented by procedures set out in The Hutto Public Library Procedures Manual.

Each Employee and Volunteer (hereafter called Employee) who provides services for the Hutto Public Library shall be bound by this confidentiality agreement.

An Employee shall not disclose Patron information, including address, telephone number, reading preferences, circulation statistics, or overdue/fine status, to any outside agency or individual. Nor shall he or she make personal comments on a Patron's choice of reading material.

An Employee shall ensure that all staff, volunteers, and board members receive a copy of the confidentiality policy.

Violations of the policy may result in reprimand, loss of certain job/volunteer responsibilities, or termination.

I have read and understand the above confidentiality policy. I have received a copy of this policy. I agree to comply with the confidentiality policy as described herein.

________________________________________  ______________________________________
Employee                                     Date

________________________________________  ______________________________________
Witness                                     Date
VIII. Americans with Disabilities Act compliance

POLICY WITH REGARD TO THE AMERICANS WITH DISABILITIES ACT

This library fully intends to comply with the spirit and letter of the law with regard to its services and treatment of all patrons with disabilities.

To that end, this library will make any reasonable effort to inform its staff and volunteers of the law and make them aware of the problems of the disabled as well as the special services that are mandated by ADA. These may include assistance with the electronic catalog, telecommunications devices for the deaf, large print materials and a willing attitude to retrieve materials from shelves or relocate activities to accessible areas.

The library will survey its physical facility for architectural barriers and make any reasonable effort to modify any existing problems, to the extent budget considerations allow. All major defects will be addressed in any remodeling or alteration of the facility. The library will fully investigate any complaints alleging non-compliance with ADA.
Hutto Public Library

IX. Library Bill of Rights and Freedom to Read statement

Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

a. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

b. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

c. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

d. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

e. A person’s right to use a library should not be denied or abridged because of origin, age, background, or views.

f. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.


THE FREEDOM TO READ

The Freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove books from sale, to censor textbooks, to label “controversial” books, to distribute lists of “objectionable” books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to avoid the subversion of politics and the corruption of morals. We, as citizens devoted to the use of books and as librarians and publishers responsible for disseminating them, wish to assert the public interest in the preservation of the freedom to read.

We are deeply concerned about these attempts at suppression. Most such attempts rest on a denial of the fundamental premise of democracy: that the ordinary citizen, by exercising critical judgment, will accept the good and reject the bad. The censors, public and private, assume that they should determine what is good and what is bad for their fellow-citizens.
We trust Americans to recognize propaganda, and to reject it. We do not believe they need the help of censors to assist them in this task. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

We are aware, of course, that books are not alone in being subjected to efforts at suppression. We are aware that these efforts are related to a larger pattern of pressures being brought against education, the press, films, radio and television. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy.

Such pressure toward conformity is perhaps natural to a time of uneasy change and pervading fear. Especially when so many of our apprehensions are directed against an ideology, the expression of a dissident idea becomes a thing feared in itself, and we tend to move against it as against a hostile deed, with suppression.

And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with stress.

Now as always in our history, books are among our greatest instruments of freedom. They are almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. They are the natural medium for the new idea and the untried voice from which come the original contributions to social growth. They are essential to the extended discussion which serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures towards conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings.

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those which are unorthodox or unpopular with the majority.
2. Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept which challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

3. Publishers, librarians and booksellers do not need to endorse every idea or presentation contained in the books they make available. It would conflict with the public interest for them to establish their own political, moral or aesthetic views as a standard for determining what books should be published or circulated. Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

4. It is contrary to public interest for publishers or librarians to determine the acceptability of a book on the basis of the personal history or political affiliations of the author. A book should be judged as a book. No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish which draws up lists of writers to whom it will not listen, whatever they may have to say.

5. There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression. To some, much of modern literature is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experience in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters taste differs, and taste cannot be legislated; nor can machinery be devised which will suit the demands of one group without limiting the freedom of others.

6. It is not in the public interest to force a reader to accept with any book the prejudgment of a label characterizing the book or author as subversive or dangerous. The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for the citizen. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

7. It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large.
It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive.

8. It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a bad book is a good one; the answer to a bad idea is a good one.

The freedom to read is of little consequence when expended on the trivial; it is frustrated when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of their freedom and integrity, and the enlargement of their service to society, requires of all publishers and librarians the utmost of their faculties, and deserves of all citizens the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of books. We do so because we believe that they are good, possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.


Subsequently Endorsed by:

| American Booksellers Association | National Association of College Stores |
| American Booksellers Foundation for Free Expression | National Council of Teachers of English |
| American Civil Liberties Union | P.E.N. - American Center |
| American Federation of Teachers AFL-CIO | People for the American Way |
| Anti-Defamation League of B'nai B'rith | Periodical and Book Association of America |
| Association of American University Presses | Sex Information and Education Council of the U.S. |
| Children's Book Council | Society of Professional Journalists |
| Freedom to Read Foundation | Women's National Book Association |
| International Reading Association | YWCA of the U.S.A. |
| Thomas Jefferson Center for the Protection of Free Expression | |

17
THE TEXAS LIBRARY ASSOCIATION INTELLECTUAL FREEDOM STATEMENT

A. Preamble

The Texas Library Association holds that the freedom to read is a corollary of the constitutional guarantee of freedom of the press. Freedom of choice in selecting materials is a necessary safeguard to the freedom to read, and shall be protected against extra-legal, irresponsible attempts by self-appointed censors to abridge it. The Association believes that citizens shall have the right of free inquiry and the equally important right of forming their own opinions, and that it is of the utmost importance to the continued existence of democracy that freedom of the press in all forms of public communication be defended and preserved. The Texas Library Association subscribes in full to the principles set forth in the LIBRARY BILL OF RIGHTS of the American Library Association, Freedom to Read Statement, and interpretative statements adopted thereto.

B. Areas of Concern

1. LEGISLATION. The Texas Library Association is concerned with legislation at the federal, state, local and school district level which tends to strengthen the position of libraries and other media of communication as instruments of knowledge and culture in a free society. The Association is also concerned with monitoring proposed legislation at the federal, state, local and school district level which might restrict, prejudice or otherwise interfere with the selection, acquisition, or other professional activities of libraries, as expressed in the American Library Association's LIBRARY BILL OF RIGHTS and the Freedom to Read Statement.

   The Intellectual Freedom Committee works with the Legislative Committee to watch proposed legislation, at the various levels, which would restrict or interfere with the selection, acquisition, or other professional activities of libraries.

2. INTERFERENCE. The Association is concerned with the proposed or actual restrictions imposed by individuals, voluntary committees, or administrative authority on library materials or on the selection judgment, or on the procedures or practices of librarians.

   The Intellectual Freedom Committee attempts to eliminate restrictions which are imposed on the use or selection of library materials or selection judgment or on the procedures or practices of librarians; receives requests for advice and assistance where freedom has been threatened or curtailed; and recommends action to the Executive Board where it appears necessary.

3. MATERIALS SELECTION POLICY. The Texas Library Association believes that every library, in order to strengthen its own selection process, and to provide an objective basis for evaluation of that process, should develop a written official statement of policy for the selection of library materials.

   The Intellectual Freedom Committee encourages all libraries to develop a written statement of policy for the selection of library materials which includes an endorsement of the LIBRARY BILL OF RIGHTS.
4. **EDUCATION.** The Texas Library Association is concerned with the continuing education of librarians and the general public in understanding and implementing the philosophy inherent in the LIBRARY BILL OF RIGHTS and the ALA Freedom to Read Statement.

   The Intellectual Freedom Committee supports an active education program for librarians, trustees, and the general public.

5. **LIAISON WITH OTHER ORGANIZATIONS.** The Texas Library Association, in order to encourage a united front in defending the rights to read, shall cooperate with other organizations concerned with intellectual freedom.

   The Intellectual Freedom Committee advises on TLA positions and cooperates with other organizations.
AGENDA ITEM NO.: 10A.  
AGENDA DATE: February 19, 2015

PRESENTED BY: Mike Hemker, Parks & Recreation Director

ITEM: Consideration and possible action on the first reading of an ordinance amending the City of Hutto's fee schedule concerning library fees.

STRATEGIC GUIDE POLICY: Fiscal and Budgetary

ITEM BACKGROUND:
In 2008, City Council was presented with and established the original Library Polices and Procedures Manual for the Hutto Public Library. The Library Advisory Board began the review of these policies in November. Mrs. Jehangir and the Library Advisory Board Chairperson Davey Robinson, along with the Board, worked on updating the policy manual to reflect current operations and best practices for Hutto's library. In order to be accredited, the City of Hutto must adopt a set of policies and procedures.

In the past the City did not charge a non-resident fee in order to receive additional funds through the accreditation process from the Texas State Library Association (TLA). Those grant funds have not been available for several years, and the TLA now recommends that libraries charge non-residents a fee to use the local library.

The Library currently has over 7,000 card holders. Many of the card holders are non-city residents but may have a Hutto address or live within the Hutto ISD limits. The original proposed revision was an absolute non-resident fee. The Board revisited the fee during their regular meeting in February. The new recommendation includes a clarification to allow a free library card for currently enrolled non-resident Hutto ISD students.

Non-residents and non-student non-residents would be responsible for paying the proposed $10 annual fee. The proposed change, if approved, would begin March 1, 2015 and the fee would be due at the time of library card renewal for all non-residents.

BUDGETARY AND FINANCIAL SUMMARY:
The proposed non-resident fee is $10 annually per card holder. The only exception allowed is a currently enrolled Hutto ISD student.
RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
The Library Advisory Board recommends adoption of the annual non-resident usage fee as proposed.

CITY ATTORNEY REVIEW:
Not applicable.

STAFF RECOMMENDATION:
Staff recommends adoption of the annual non-resident usage fee as proposed.

SUPPORTING MATERIAL:
1. Ordinance - Amending Fee Schedule
2. Proposed Fee Schedule Change (Library Non-Resident Fee)
ORDINANCE NO.
AN ORDINANCE PRESCRIBING FEES FOR THE HUTTO PUBLIC LIBRARY, 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 March 1, 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 effect the remainder of this ordinance and all portions of this ordinance not held to be invalid shall continue and remain in full force and effect.

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

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

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

READ and APPROVED on first reading on this the ____ day of February, 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 _____ day of March, 2015, at a regular meeting of the City Council of the City of Hutto, Texas.

CITY OF HUTTO, TEXAS

____________________________________
Debbie Holland, Mayor

ATTEST:

___________________________________
Christine Martinez, City Secretary
EXHIBIT “A”

FEE SCHEDULE

SEPTEMBER-FEBRUARY 19, 19, 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-7</td>
</tr>
<tr>
<td>A3.000</td>
<td>Public Works</td>
<td>A-13</td>
</tr>
<tr>
<td>A4.000</td>
<td>Public Facility Rentals</td>
<td>A-13</td>
</tr>
<tr>
<td>A5.000</td>
<td>Utilities</td>
<td>A-15</td>
</tr>
<tr>
<td>A6.000</td>
<td>Business</td>
<td>A-20</td>
</tr>
<tr>
<td>A7.000</td>
<td>Library</td>
<td>A-21</td>
</tr>
<tr>
<td>A8.000</td>
<td>Miscellaneous</td>
<td>A-21</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: $175.00.

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.


10. Warrant (Historic District only): $25.00.

11. Traffic Impact Analysis: $200.00 + Engineer Review Fees at $150 per hour (rate will be higher if the City is billed at a higher rate).

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: $175.00.

(15) Traffic Impact Analysis: $200.00 + Engineer Review Fees at $150 per hour (rate will be higher if the City is billed at a higher rate).**

(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 construction application fee:**
   
   (A) $50.00 (driveway/flatwork/sidewalk/curb cut).
   
   (B) $50.00 (public improvements required).
   
   (C) **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.

(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.

(B) Technology fee
   (1) Residential building permit: $10.00
   (2) Commercial building permit: $20.00

(2) Miscellaneous permits/inspections by type.
   (A) Technology fee: $5.00 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; plus $75.00 Deposit. Deposit will be refunded upon inspection. Refundable deposits expire three (3) years from date permit issued. Deposit refunds are mailed back to the applicant and may take up to three (3) weeks. Re-inspections are an additional fee.
   (E) Fire safety inspection for commercial buildings is set by Williamson County Emergency Services District No. 3.
(F) 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.

(G) 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)

(H) 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.

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

(J)  Temporary Certificate of Occupancy: $100.00 per issuance.
(K)  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.

(L)  Temporary job/construction trailer: $30.00.

(M)  Remodel-Residential: $25.00 plus required inspection(s) fees; plus $75.00 deposit. Deposit will be refunded upon inspection. Refundable deposits expire three (3) years from date permit issued. Deposit refunds are mailed back to the applicant and may take up to three (3) weeks. Re-Inspections are an additional fee. (No Plan Review fee required)

(N)  Building or home 5 years or older: $25.00.

(O)  All inspections and re-inspections not listed above: $50.00 each.

(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 $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>Base Rate (includes billing)</th>
<th>Fees (effective 02/01/2012)</th>
<th>Recycle Cart</th>
<th>Total Monthly Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single 96-gallon cart</td>
<td>$14.25</td>
<td>$0.50 $0.93 $1.36 $0.75</td>
<td>$17.79</td>
<td></td>
</tr>
<tr>
<td>Each additional cart</td>
<td>$14.25</td>
<td>$0.50 $0.93 $1.36 $0.75</td>
<td>$17.79</td>
<td></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>Fees (effective 02/01/2012)</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 $1.37 $2.00 $0.75</td>
<td>$26.25</td>
<td></td>
</tr>
<tr>
<td>Each additional cart</td>
<td>$21.63</td>
<td>$0.50 $1.37 $2.00 $0.75</td>
<td>$26.25</td>
<td></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) Park 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) Park 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></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>
<tr>
<td>Saul House Recreation Site:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(B) Home Site/Meeting Facility (4 hours)

<table>
<thead>
<tr>
<th></th>
<th>Residents</th>
<th>Nonresidents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Hours</td>
<td>$20/hour</td>
<td>$25/hour</td>
</tr>
</tbody>
</table>

(C) Sports facility lights

<table>
<thead>
<tr>
<th></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 city parks and recreation facilities. Upon inspection and determination that parks and recreation facilities have not been damaged and clean up costs have not been incurred, the deposit shall be refunded.

(2) Equipment:

(A) Recreation kit

<table>
<thead>
<tr>
<th></th>
<th>Residents</th>
<th>Nonresidents</th>
</tr>
</thead>
<tbody>
<tr>
<td></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></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</th>
<th>Nonresidents</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.   |

(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;

14
(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**

<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>$22.74</td>
<td>$26.14</td>
</tr>
<tr>
<td>1&quot; meter</td>
<td>$34.11</td>
<td>$39.22</td>
</tr>
<tr>
<td>1-1/2&quot; meter</td>
<td>$56.85</td>
<td>$65.37</td>
</tr>
<tr>
<td>Diameter</td>
<td>Inside City</td>
<td>Outside City</td>
</tr>
<tr>
<td>----------</td>
<td>-------------</td>
<td>--------------</td>
</tr>
<tr>
<td>2” meter</td>
<td>$113.70</td>
<td>$130.75</td>
</tr>
<tr>
<td>3” meter</td>
<td>$181.92</td>
<td>$209.21</td>
</tr>
<tr>
<td>4” meter</td>
<td>$363.82</td>
<td>$418.40</td>
</tr>
<tr>
<td>6” meter</td>
<td>$568.48</td>
<td>$653.75</td>
</tr>
<tr>
<td>8” meter</td>
<td>$1,136.96</td>
<td>$1,307.51</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>$6.98</td>
<td>$8.03</td>
</tr>
<tr>
<td>5,001 to 12,000 gals</td>
<td>$7.65</td>
<td>$8.80</td>
</tr>
<tr>
<td>12,001 to 25,000 gals</td>
<td>$7.94</td>
<td>$9.12</td>
</tr>
<tr>
<td>25,001 gals or more</td>
<td>$8.72</td>
<td>$10.03</td>
</tr>
</tbody>
</table>

Non-residential, all consumption

<table>
<thead>
<tr>
<th></th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7.65</td>
<td>$8.80</td>
<td></td>
</tr>
</tbody>
</table>

Irrigation, all consumption

<table>
<thead>
<tr>
<th></th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7.94</td>
<td>$9.12</td>
<td></td>
</tr>
</tbody>
</table>

Construction, all consumption

<table>
<thead>
<tr>
<th></th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7.94</td>
<td>$9.12</td>
<td></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” &amp; 3/4” meter</td>
<td>$16.77</td>
<td>$19.29</td>
</tr>
<tr>
<td>1” meter</td>
<td>$26.16</td>
<td>$28.93</td>
</tr>
<tr>
<td>1-1/2” meter</td>
<td>$41.93</td>
<td>$48.22</td>
</tr>
<tr>
<td>2” meter</td>
<td>$83.85</td>
<td>$96.44</td>
</tr>
<tr>
<td>3” meter</td>
<td>$134.16</td>
<td>$154.29</td>
</tr>
<tr>
<td>4” meter</td>
<td>$268.33</td>
<td>$308.57</td>
</tr>
<tr>
<td>6” meter</td>
<td>$419.27</td>
<td>$482.16</td>
</tr>
<tr>
<td>8” meter</td>
<td>$838.53</td>
<td>$964.31</td>
</tr>
</tbody>
</table>
Volume Rate (per 1,000 gallons)

<table>
<thead>
<tr>
<th></th>
<th>Residential*</th>
<th>Non-residential**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rates</td>
<td>$4.19</td>
<td>$4.82</td>
</tr>
<tr>
<td></td>
<td>$4.82</td>
<td>$5.54</td>
</tr>
</tbody>
</table>

Monthly Rate (volume and demand)

| Flat Rate Customers | $40.00 | $46.00 |

* 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: 

<table>
<thead>
<tr>
<th>Fee Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>No fee. People not living within the City of Hutto limits and children not</td>
</tr>
<tr>
<td>currently enrolled in Hutto ISD schools may obtain a library card for $10</td>
</tr>
<tr>
<td>annual fee. This will be effective March 1, 2015. This fee will be charged</td>
</tr>
<tr>
<td>yearly at the time of renewal.</td>
</tr>
</tbody>
</table>

(2) Replacement.

(A) For 1st replacement: $1.00.

(B) All additional replacement cards: $5.00.

(b) Copies.

<table>
<thead>
<tr>
<th>Type of Copy</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black and white, per impression</td>
<td>$0.10</td>
</tr>
<tr>
<td>Color, per impression</td>
<td>No color copies</td>
</tr>
</tbody>
</table>

(c) Fines and fees.

<table>
<thead>
<tr>
<th>Type of Fine</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overdue books, per day up to maximum cost to replace</td>
<td>$0.25 with a $10.00 maximum fine</td>
</tr>
<tr>
<td>Lost or damaged book fee</td>
<td>Cost of book + $5.00 processing fee + fines</td>
</tr>
</tbody>
</table>

(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) Brush collection by city after storm.

<table>
<thead>
<tr>
<th>Type of Collection</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum</td>
<td>$15.00</td>
</tr>
<tr>
<td>Additional time in increments of five minutes</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

(2004 Code, sec. 6.311)

(e) Returned check fee (for any city payment): $30.00.

(f) Credit card processing fee, per transaction: $1.00.
(Ordinance 08-026-00 adopted 10/2/08)
AGENDA ITEM NO.: 10B. AGENDA DATE: February 19, 2015

PRESENTED BY: Will Guerin, AICP, CNU-A, Director, Development Services

ITEM: Consideration and possible action on the first reading of an ordinance amending the Code of Ordinances, Chapter 6, Building Regulations, Division 3: Residential Code by adopting Sections R105.2, R301.1.1 and N1101.9 of the International Residential Code.

STRATEGIC GUIDE POLICY: Growth Guidance

ITEM BACKGROUND:
Cities may adopt the International Code Council (ICC) code books and then make local amendments to them, as long as said amendments are not loosening any requirements. Development Services staff brings these particular amendments forward primarily to have something more clearly "on the books" in case of necessary enforcement.

These proposed amendments were recently communicated with the Austin Area Home Builders Association; they expressed no concern. Staff will present and discuss each proposed amendment with the Council, and Mr. Michael Gleason, Senior Building Inspector, will be present to help answer any technical questions.

BUDGETARY AND FINANCIAL SUMMARY:
Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
These proposed amendments were presented to the Growth Guidance Committee on January 19, 2015. The committee had a few questions that will be addressed during the Council meeting, but generally favored the proposed amendments.

CITY ATTORNEY REVIEW:
Not applicable.

STAFF RECOMMENDATION:
Staff recommends that the Council approve the first reading of the ordinance.
SUPPORTING MATERIAL:
1. (Ord) IRC Amendment (1st Reading)
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 6, DIVISION 3: RESIDENTIAL CODE SECTIONS R105.2, R301.1.1, AND N1101.9, ESTABLISHING AN EFFECTIVE DATE, PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, an amendment has been presented to the City Council of the City of Hutto, Texas to amend the Chapter 6, Division 3: Residential Code Sections R105.2, R301.1.1, and N1101.9 in the City of Hutto Code of Ordinances; and;

WHEREAS, on the 19th day of February, 2015, after proper notification, the City Council held a public hearing on the proposed amendment, and;

WHEREAS, on the 5th day of March, 2015, after proper notification, the City Council held a public hearing on the proposed amendment, and;

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

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

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

SECTION I.

1.

That Chapter 6, Division 3, Code of Ordinances of the City of Hutto, Texas, entitled Residential Code, is hereby amended to include the following:

Section 6.02.102 Amendments
The International Residential Code for One- and Two-Family Dwellings, 2009 edition, is amended as follows:

Section N1101.9, Certificate: Deleted in its entirety and replaced with the following:

Section N1101.9, Certificate.

Mandatory RESCHECK documentation shall be submitted with each permit application and the collection of Duct and Building Envelope testing materials to be maintained with the building permit record.

Section R105.2 Work exempt from permit.

Building:
5. Sidewalks and driveways: Deleted in its entirety and replaced with the following:
5. Sidewalks that are not more than thirty (30) inches (762 mm) above grade at any point and do not serve the exit door required by Section R311.4.

Section R301.1.1 Alternative provisions.
(correct all item numbers 1-13 to 4-16 in order to correlate with the 2009 International Residential Code)

4. No aluminum wire shall be allowed on the load side of an electric meter. All subpanels shall be wired with copper wire of the appropriate size for load conditions. Wiring from meter base to main panel shall be of copper wire.
5. All jack trusses (open ended scissor truss) in excess of three (3) feet bottom cord length that intersects a main truss at forty five (45) degrees or more shall have an appropriate hanger for support. Pressure blocking is not allowed in the City of Hutto. Ledger is allowed.
6. All exterior trim shall be of natural wood, cementus type product, or fiberglass material. No compressed paper products such as masonite, beaver board, or similar wood type trim craft products are allowed anywhere on the exterior of a home or building. Natural wood includes redwood, cedar, spruce, pine, and fir. Cementus includes Harditrim or equal. Exterior grade plywood may be used for soffit material.

7. Trusses that have splits in the bottom cord and are ganged together with another truss, the split in the bottom cord must be offset a minimum of twenty four (24) inches from any other split in the other trusses. This refers to double, triple or larger truss configurations only.

8. Driveways, sidewalks, and approaches must be dowelled together. Approach to street must be dowelled a minimum of every twenty-four (24) inches to street curb. Driveway to home must be dowelled a minimum of every twenty-four (24) inches to the home. Driveway expansion joints must be dowelled every twenty-four (24). Sidewalk expansion joints must have a minimum of two (2) dowels at each joint.

9. All driveways, sidewalks, and uncovered patios shall have a minimum of 6 inch x 6 inch #10 wire mesh reinforcing steel placed before concrete.

10. Thermal expansion tanks shall be installed on the cold water side of a water heater. Water closet thermal ballcocks are not allowed.

11. Plumbing for a future water softener installation shall have the P-trap installed at plumbing set out on new construction. The drain riser shall be a minimum of twelve (12) inches tall and capped.

12. Any concrete slab in excess of four-hundred (400) square feet shall be designed, sealed and stamped by a current State of Texas registered engineer. This refers to building foundation slabs only. Driveways, sidewalks, and patios are not required to be engineered.

13. Any appliance rated at 220/230v., with a permanent power connection shall have a disconnect within sight of said appliance.

14. All plumbing clean-outs shall be cut down to within three (3) inches of finished grade.

15. Plumbing air arrestors shall be installed at the following locations: one per bathroom group, kitchen sink, and washing machine boxes.

16. Double check valve assemblies are allowed on lawn irrigation systems.

17. Driveway construction requirements:
   a. Contractor is responsible for all repairs to any asphalt that may be removed or damaged in the street while removing the curb and gutter.
   b. The driveway, except the driveway apron, shall be constructed of one of the following improved surfaces:
      i. Four (4) inches of reinforced (elevated welded wire fabric 6 inch x 6 inch) Portland cement concrete, or
      ii. Five (5) inches of granular rock base with two (2) inches of asphaltic concrete, or
      iii. Seven (7) inches of granular rock with a double asphaltic prime and seal, or
      iv. Five (5) inches of full depth asphaltic concrete/engineered blacktop, or
      v. Four (4) inches of reinforced (elevated #3 rebar 16 inches x 16 inches) Portland cement concrete, or
      vi. Or materials that conform to the City of Hutto adopted Unified Development Code (UDC) and Standard Driveway Approach Specifications.
   c. The curb and gutter section shall be separated from the driveway apron by a one-half inch minimum expansion joint. This expansion joint may be fiber, treated lumber, or redwood. This expansion joint may be used to establish the line and elevation of the back of curb. With this joint in place, the curb and gutter may be poured at the same time as the driveway.

18. The City of Hutto will recognize and enforce the Recommended Practice for the Design of Residential Foundations Version 1 (2002 edition) by the Texas Section American Society of
Civil Engineers. All load bearing slab based foundations on grade will be required to be designed by a Texas State certified Professional Engineer.

19. A clear, direct, and accessible path not impeded by construction debris or equipment shall be provided on all jobsites for the duration of the permitting and construction process.

20. Construction debris on all building and construction job sites within the corporate limits of the City shall be contained with either dumpsters, roll–off containers or a wire mesh fenced area with a mesh that a four inch sphere cannot pass through. A temporary dumpster sturdily constructed of one-half inch oriented strand board (OSB) or equivalent material may also be used. The owner, contractor and all other persons on the building or construction job site shall take all reasonable measures to prevent trash or construction debris from being blown out of a dumpster, container or other confined area.

21. Erosion controls will be present and in operating condition at the construction site for the duration of the permit process.

22. Fall protection will be provided on site for the duration of the permitting and inspection process the conforms to the requirements outlined by the Occupational Safety and Health Administration (OSHA) §1956.501(a) through §1956.501(c)(2), as amended.

23. Construction restroom facilities will be provided as per the Occupational Health and Safety Administration (OSHA) §1926.51(c) through §1926.51(c)(3)(iv), as amended.

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 this 19th day of February, 2015.

READ, APPROVED and ADOPTED on second reading this 5th day of March, 2015.

THE CITY OF HUTTO, TEXAS

________________________________
Debbie Holland, Mayor

Attest:

_____________________________
Christine Martinez, City Secretary
CITY OF HUTTO
CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10C.  AGENDA DATE: February 19, 2015

PRESENTED BY: Seth Gipson, Assistant City Secretary

ITEM: Consideration and possible action on the first reading of an ordinance amending the composition and miscellaneous provisions of Chapter 2, Article 2.02 Boards Commissions and Authorities of the Hutto 2014 Code of Ordinances.

STRATEGIC GUIDE POLICY: Leadership

ITEM BACKGROUND:
The Leadership and Legislative Committee is recommending revisions to this article in order to provide clarifications to the attendance requirements and residency requirements for boards and commissions. The modifications proposed in the ordinance include:

- removing the wording regularly scheduled from section 2.02.002
- clarifying the residency requirement for members of the Hutto Economic Development Corporation Board of Directors.

BUDGETARY AND FINANCIAL SUMMARY:
Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
The Leadership and Legislative Committee has reviewed the draft ordinance and recommends the City Council approve the first reading.

CITY ATTORNEY REVIEW:
Not applicable.

STAFF RECOMMENDATION:
Staff recommends approval of the ordinance.

SUPPORTING MATERIAL:
1. Ordinance - Amending Chapter 2, Article 2.02, Sec. 2.02.001-002 Code of Ordinances
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE COMPOSITION AND MISCELLANEOUS PROVISIONS OF CHAPTER 2, ARTICLE 2.02, SECTION 2.02.001 AND SECTION 2.02.002 AND PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, AND PENALTY CLAUSE AND EFFECTIVE DATE.

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

SECTION 1

That Chapter 2, Article 2.02, Section 2.02.001 Qualifications of members and Section 2.02.002 Attendance of the code of ordinances is hereby amended to read as follows:

ARTICLE 2.02 BOARDS, COMMISSIONS AND AUTHORITIES

Division 1. Generally

Sec. 2.02.001 Qualifications of members
a. Each candidate for an appointment as a member of any board or commission shall meet the following requirements:
   1. Be a registered voter of the city;
   2. Shall reside within the corporate limits of the city including territory annexed prior to appointments and individuals appointed; and
   3. The members of the Hutto Economic Development Board of Directors shall reside within the city limits, the Extraterritorial Jurisdiction and/or own a business within the corporate limits of the City of Hutto.

b. No member of a board or commission shall continue in such position after filing for an elective office of the city. (Section 12.03 of the city charter) Current city council members are not required to resign from the Hutto Economic Development Corporation Board of Directors.

Section 2.02.002 Attendance

(a) Any member of a City board, commission, and the board of directors of the Hutto Economic Development Corporation who is absent for two (2) or more consecutive meetings or 25 percent or more of the regularly scheduled meetings of such board, commission, or corporation within a 12 month period shall become eligible to be removed from said board, commission, or corporation.

(b) A written notice shall be sent to a member, the board, commission, or corporation staff liaison, city manager, and city council when it appears that an individual has violated the attendance policy. The designated Council Committee will review each case and make a recommendation to the City Council. If a member is removed from a board, commission, or corporation, that position shall be considered vacant and a new member shall be appointed by the City Council.
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 the first reading on the ____ day of February, 2015

By motion duly made, seconded and passed with an affirmative vote of all the Councilmembers present, the requirement for the reading of this ordinance on two separate days was dispensed with.

READ, APPROVED and ADOPTED on the first reading of ordinance this ____ day of February, 2015.

CITY OF HUTTO, TEXAS

_________________________________________
Debbie Holland, Mayor

ATTEST:

_____________________________________
Christine Martinez, City Secretary

2 – Chapter 2, Article 2.02 Boards, Commissions and Authorities
Consideration and possible action on the first reading of an ordinance repealing Ordinance 10-013-01 authorizing the creation of the East Williamson County Higher Education Corporation and authorizing the City Manager to file the necessary documents with the Texas Secretary of State to dissolve the corporation.

STRATEGIC GUIDE POLICY: Leadership

ITEM BACKGROUND:
The Leadership and Legislative Committee have thoroughly reviewed Chapter 2, Article 2.02 Boards, Commissions, and Authorities of the 2014 City of Hutto Code of Ordinances. During their review, several modifications were made to streamline and provide consistency for certain procedures and expectations related to Boards and Commissions.

During that time of review, it was determined that the East Williamson County Higher Education Corporation, that was established in 2010 for the purpose of handling debt for the now East Williamson County Higher Education Center located along SH130, is no longer necessary. It is the desire of the city to dissolve this corporation. This proposed ordinance is one step in the dissolution process.

BUDGETARY AND FINANCIAL SUMMARY:
Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
The Leadership and Legislative Committee recommends approval of this ordinance.

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:
Staff recommends approval of the ordinance.

SUPPORTING MATERIAL:
1. Ordinance - Repealing Ordinance 10-013-01
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS REPEALING ORDINANCE 10-013-01 AND AUTHORIZING THE CITY MANAGER TO FILE THE NECESSARY DOCUMENTS WITH THE SECRETARY OF STATE TO DISSOLVE THE EAST WILLIAMSON HIGHER EDUCATION CORPORATION, AND PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, AND PENALTY CLAUSE AND EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutto, Texas (“City Council”) has investigated and determined that there is no longer a need for the East Williamson County Higher Education Corporation that was established in 2010; and

WHEREAS, the City Council wishes to repeal Ordinance 10-013-01 authorizing and approving the creation of the East Williamson County Higher Education Corporation and complete the dissolution of the corporation.

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

SECTION 1

Ordinance No. 10-013-01 is hereby repealed in its entirety, and all subsequent amendments thereto are hereby repealed and are in no further force and effect. The City Manager is directed to file the required documents with the Texas Secretary of State to dissolve the East Williamson County Higher Education Corporation.

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 the first reading on the _____ day of February, 2015

By motion duly made, seconded and passed with an affirmative vote of all the Councilmembers present, the requirement for the reading of this ordinance on two separate days was dispensed with.

READ, APPROVED and ADOPTED on the first reading of ordinance this ____ day of February, 2015.

CITY OF HUTTO, TEXAS

________________________
Debbie Holland, Mayor

ATTEST:

_________________________________
Christine Martinez, City Secretary
AGENDA ITEM NO.: 11A.  
AGENDA DATE: February 19, 2015

PRESENTED BY: Will Guerin, AICP, CNU-A, Development Services Director

ITEM: Work session regarding the Rental Inspection and Registration Program.

STRATEGIC GUIDE POLICY: Quality of Life

ITEM BACKGROUND: The purpose of this work session is to follow up on the discussion regarding a rental registration/inspection program. Some particular information will be brought back to the Council for consideration. Several programs in other Texas cities have been observed and will be shared with the Council.

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.