



**CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
Thursday, August 15, 2019 AT 7:00 PM
CITY HALL - CITY COUNCIL CHAMBERS
500 WEST LIVE OAK**

CITY COUNCIL

Doug Gaul, Mayor
Tom Hines, Place 2, Mayor Pro-tem
Scott Rose, Place 1
Mike Snyder, Place 3
Peter Gordon, Place 4
Patti Martinez, Place 5
Tanner Rose, Place 6

AGENDA

1. **CALL SESSION TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **PUBLIC COMMENT**

Any citizen wishing to speak during public comment may do so after completing the required registration form.

In accordance with the Texas Attorney General's Opinion, any public comment that is made on an item that is not on the published final agenda will only be heard by the City Council.

No formal action, discussion, deliberation, or comment will be made by the City Council. Comments must be courteous and respectful. Accordingly, concerns, complaints, and assertions of character regarding specific individuals, including any citizens, staff member, City Board or Commission member or City Council member shall not be raised in a public forum; but should be addressed separately and privately with the City Manager or individual member of the City Council. Any person who violates these rules will have their speaking time ended immediately. Any person, including persons in the audience, who acts in an inappropriate or disruptive manner may be asked to leave the City Council Chambers. Each person providing public comment will be limited to 3 minutes.

6. **PUBLIC HEARINGS**

- 6.A. Open and conduct the first public hearing to hear testimony regarding the proposed ad valorem tax rate.
- 6.B. Consideration of a public hearing and possible action on the first reading of an ordinance amending the Code of Ordinances (2014 Edition), Chapter 16, Article 16.02 Unified Development Code (UDC) Chapter 10 Section 10.202.2: Definitions, Section 10.605.3 and 10.605.10 General Provisions. (Ashley Lumpkin)
- 6.C. Open and conduct the second public hearing regarding the proposed annexation of the TK Industrial Park, 35.51 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located on CR 108. (Ashley Lumpkin)

- 6.D. Open and conduct the second public hearing regarding the proposed annexation of the No-Count LLC Tracts, 157.0848 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located on CR 119 and also on CR 108. (Ashley Lumpkin)
- 6.E. Open and conduct the second public hearing regarding the proposed annexation of the M. Moore Family Farms Tracts, 528.774 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located on CR 132 and also on Limmer Loop. (Ashley Lumpkin)
- 6.F. Open and conduct the second public hearing regarding the proposed annexation of the Limmer-Walnut Corner Tracts, 552.648 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located on FM 1660 South. (Ashley Lumpkin)
- 6.G. Open and conduct the second public hearing regarding the proposed annexation of the Fritz Tract, 5.9753 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located on CR 132. (Ashley Lumpkin)
- 6.H. Open and conduct the second public hearing regarding the proposed annexation of the Chandler Corner Subdivision, 26.303 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located at the southwest corner of Chandler Road and FM 1660 North. (Ashley Lumpkin)

7. **CONSENT AGENDA ITEMS**

- 7.A. Consideration and possible action with respect to a resolution authorizing the publication of notice of intention to issue City of Hutto, Texas combination Tax and Revenue Certificates of Obligation; authorizing the preparation of offering documents by public financial management and other matters related thereto.
- 7.B. Consideration and Possible Action Regarding Five Year Renewal of CenturyLink Contract for phone services. (David Reeves, Information Technology Manager)
- 7.C. Consideration and possible action on a resolution approving the proposed Riverwalk South Preliminary Plat, 118.97 acres, more or less, of land, 464 residential lots, located on CR 138. (Ashley Lumpkin)
- 7.D. Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of the Hutto EDC Megasite, 451.355 acres, more or less, of land located on US 79 East at FM 3349. (Ashley Lumpkin)
- 7.E. Consideration and possible action on a resolution expressing official intent to reimburse certain expenditures of the City of Hutto, Texas.
- 7.F. Consideration and possible action on a resolution authorizing the City Manager to prepare a Municipal Service Plan for the proposed annexation of Durango Downs, 105.2 acres, more or less, of land located on FM 1660 North. (Ashley Lumpkin)
- 7.G. Consideration and possible action on a resolution authorizing the City manager to prepare a Municipal Service Plan for the proposed annexation of Covered Bridge, 77.92 acres, more or less, of land located on CR 138. (Ashley Lumpkin)
- 7.H. Consideration and possible action on approving a new credit card processor, Open Edge, that interfaces with the current software provider INCODE.
- 7.I. Consideration and possible action approving the minutes of the August 1, 2019 Regular Council Meeting.

8. **RESOLUTIONS**

- 8.A. Consideration and possible action on a resolution regarding the Open Meetings Act by Place 6 City Councilmember Tanner Rose during the August 1, 2019 City Council meeting. (Mike Shaunessy, City Attorney)
- 8.B. Consideration and possible action to investigate the Place 3 Office of City Councilmember Mike Snyder in accordance with Section 3.16 of the City Charter for interference with the day to day operations, contract(s) and daily affairs for the City and to take appropriate action to prevent such. (Mike Shaunessy, City Attorney)
- 8.C. Consideration and possible action on a resolution to authorize the City Manager to execute a contract amendment with ACDI Clawson Disposal, Inc. (Byron Frankland, Assistant City Manager)
- 8.D. Consideration and possible action on a resolution of the City of Hutto, Texas nominating individuals for each position on the Williamson County Appraisal District Board of Directors. (Michel Sorrell, Assistant City Manager/CFO)
- 8.E. Consideration and possible action on resolution regarding City Council pay.

9. **CITY MANAGER COMMENTS**

- 9.A. Budget and Tax Rate Review and Discussion. (Michel Sorrell, Assistant City Manager/CFO)
 - Police Budget Report
 - Engineer's Budget Report
- 9.B. Presentation of the City Financials for the Month of July 2019 as required by the fiscal and budgetary policy. (Michel Sorrell, Assistant City Manager/CFO)

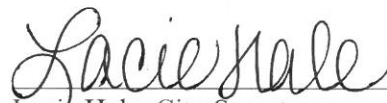
10. **OTHER BUSINESS**

- 10.A. Consideration and possible appointments to Boards and Commissions. (Lacie Hale, City Secretary)

11. **ADJOURNMENT**

CERTIFICATION

I certify that this notice of the August 15, 2019 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on August 9, 2019 at 6:15 pm


Lacie Hale, 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 lacie.hale@huttotx.gov for assistance.

Regular City Council
AGENDA ITEM
6.A.



To: August 15, 2019
Subject: Open and conduct the first public hearing to hear testimony regarding the proposed ad valorem tax rate.
Meeting: Regular City Council - 15 Aug 2019
Department: Finance
Staff Contact: Michel Sorrell,

BACKGROUND INFORMATION:

Two public hearings are required under Truth in Taxation, as the City of Hutto is proposing a tax rate over the effective tax rate for Fiscal Year 2020.

Tax rates, per \$100 of taxable value are as follows:

2018-19 (current year) tax rate: \$0.515171

Formula: $\text{Assess Valuation} / 100 \times \text{tax rate} = \text{taxes paid}$

2019-20 (upcoming year) effective tax rate: \$0.483486

Effective rate formula: $\text{Last year's total tax revenue} \div \text{this year's tax base (after subtracting value of new property)}$

2019-20 (upcoming year) rollback rate: \$0.631351

Rollback rate formula: $\text{Last year's operating tax revenue} \div \text{this year's tax base (after subtracting value of new property)} \times 1.08\%$

The rollback rate is the highest rate the Council may consider without potential voter petitioned rollback election.

2019-20 (upcoming year) proposed rate: \$0.631351

This year's proposed rate is Maintenance & Operations (M&O) of \$0.397768 plus Interest & Sinking (I&S) of \$0.233583.

The maximum rate the City Council may consider is the proposed tax rate of \$0.631351 based on the action taken by Council on August 1, 2019.

FINANCIAL IMPACT:

The budget for the General Fund and Debt Service (I&S - Interest and Sinking) are funded in part based on the property tax rate.

RECOMMENDATION:

Staff recommends Council open and conduct the first public hearing for the proposed ad valorem tax rate.

ATTACHMENTS:

[City of Hutto - ETR 08.01.19](#)

[City of Hutto - Publication 08.02.19](#)

2019 Tax Rate Calculation Worksheet

City of Hutto

Effective Tax Rate (No New Taxes) City of Hutto

The effective tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the effective tax rate should decrease. The effective tax rate for a county is the sum of the effective tax rates calculated for each type of tax the county levies.

1. 2018 total taxable value. Enter the amount of 2018 taxable value on the 2018 tax roll today. Include any adjustments since last year's certification; exclude Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in line 2) and the captured value for tax increment financing (will deduct taxes in line 14). ¹	\$1,858,596,532
2. 2018 tax ceilings. Counties, Cities and Junior College Districts. Enter 2018 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other units enter "0" If your taxing units adopted the tax ceiling provision in 2018 or prior year for homeowners age 65 or older or disabled, use this step. ²	\$0
3. Preliminary 2018 adjusted taxable value. Subtract line 2 from line 1.	\$1,858,596,532
4. 2018 total adopted tax rate.	\$0.515171/\$100
5. 2018 taxable value lost because court appeals of ARB decisions reduced 2018 appraised value. A. Original 2018 ARB values: \$0 B. 2018 values resulting from final court decisions: - \$0 C. 2018 value loss. Subtract B from A. ³	\$0
6. 2018 taxable value, adjusted for court-ordered reductions. Add line 3 and line 5C.	\$1,858,596,532
7. 2018 taxable value of property in territory the unit deannexed after January 1, 2018. Enter the 2018 value of property in deannexed territory. ⁴	\$0

1 Tex. Tax Code § 26.012(14)

2 Tex. Tax Code § 26.012(14)

3 Tex. Tax Code § 26.012(13)

4 Tex. Tax Code § 26.012(15)

2019 Tax Rate Calculation Worksheet (continued)

City of Hutto

8.	2018 taxable value lost because property first qualified for an exemption in 2019. Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport or "goods-in-transit" exemptions. A. Absolute exemptions. Use 2018 market value: \$1,134,923 B. Partial exemptions. 2019 exemption amount or 2019 percentage exemption times 2018 value: + \$1,809,744 C. Value loss. Add A and B. ⁵	\$2,944,667
9.	2018 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2019. Use only those properties that first qualified in 2019; do not use properties that qualified in 2018. A. 2018 market value: \$5,401,137 B. 2019 productivity or special appraised value: - \$28,175 C. Value loss. Subtract B from A. ⁶	\$5,372,962
10.	Total adjustments for lost value. Add lines 7, 8C and 9C.	\$8,317,629
11.	2018 adjusted taxable value. Subtract line 10 from line 6.	\$1,850,278,903
12.	Adjusted 2018 taxes. Multiply line 4 by line 11 and divide by \$100.	\$9,532,100
13.	Taxes refunded for years preceding tax year 2018. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2018. Types of refunds include court decisions, Tax Code § 25.25(b) and (c) corrections and Tax Code § 31.11 payment errors. Do not include refunds for tax year 2018. This line applies only to tax years preceding tax year 2018. ⁷	\$11,274
14.	Taxes in tax increment financing (TIF) for tax year 2018. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2019 captured appraised value in Line 16D, enter "0". ⁸	\$0
15.	Adjusted 2018 taxes with refunds and TIF adjustment. Add lines 12 and 13, subtract line 14. ⁹	\$9,543,374
16.	Total 2019 taxable value on the 2019 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 18). These homesteads includes homeowners age 65 or older or disabled. ¹⁰ A. Certified values only: \$2,056,466,455 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$0	

5 Tex. Tax Code § 26.012(15)

6 Tex. Tax Code § 26.012(15)

7 Tex. Tax Code § 26.012(13)

8 Tex. Tax Code § 26.03(c)

9 Tex. Tax Code § 26.012(13)

10 Tex. Tax Code § 26.012

2019 Tax Rate Calculation Worksheet (continued)
City of Hutto

16. (cont.)	C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$0 D. Tax increment financing: Deduct the 2019 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2019 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in line 21 below.¹¹ - \$0 E. Total 2019 value. Add A and B, then subtract C and D. \$2,056,466,455	
17.	Total value of properties under protest or not included on certified appraisal roll.¹² A. 2019 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value.¹³ \$27,043,427 B. 2019 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included at appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value.¹⁴ + \$0	

11 Tex. Tax Code § 26.03(c)

12 Tex. Tax Code § 26.01(c) and (d)

13 Tex. Tax Code § 26.04 and 26.041

14 Tex. Tax Code § 26.04 and 26.041

2019 Tax Rate Calculation Worksheet (continued)
City of Hutto

17. (cont.)	C. Total value under protest or not certified. Add A and B.	\$27,043,427
18.	2019 tax ceilings. Counties, cities and junior colleges enter 2019 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter "0". If your taxing units adopted the tax ceiling provision in 2018 or prior year for homeowners age 65 or older or disabled, use this step. ¹⁵	\$0
19.	2019 total taxable value. Add lines 16E and 17C. Subtract line 18.	\$2,083,509,882
20.	Total 2019 taxable value of properties in territory annexed after January 1, 2008. Include both real and personal property. Enter the 2019 value of property in territory annexed. ¹⁶	\$2,233,683
21.	Total 2019 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2018. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after January 1, 2018 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2019. ¹⁷	\$107,412,194
22.	Total adjustments to the 2019 taxable value. Add lines 20 and 21.	\$109,645,877
23.	2019 adjusted taxable value. Subtract line 22 from line 19.	\$1,973,864,005
24.	2019 effective tax rate. Divide line 15 by line 23 and multiply by \$100. ¹⁸	\$0.483486/\$100
25.	COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2019 county effective tax rate. ¹⁹	\$/\$100

15 Tex. Tax Code § 26.012(6)

16 Tex. Tax Code § 26.012(17)

17 Tex. Tax Code § 26.012(17)

18 Tex. Tax Code § 26.04(c)

19 Tex. Tax Code § 26.04(d)

Rollback Tax Rate City of Hutto

The rollback tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O):** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus eight percent. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt:** The debt tax rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue

The rollback tax rate for a county is the sum of the rollback tax rates calculated for each type of tax the county levies. In most cases the rollback tax rate exceeds the effective tax rate, but occasionally decreases in a taxing unit's debt service will cause the effective tax rate to be higher than the rollback tax rate.

26.	2018 maintenance and operations (M&O) tax rate.	\$0.389301/\$100
27.	2018 adjusted taxable value. Enter the amount from line 11.	\$1,850,278,903
28.	2018 M&O taxes. A. Multiply line 26 by line 27 and divide by \$100. \$7,203,154 B. Cities, counties and hospital districts with additional sales tax: Amount of additional sales tax collected and spent on M&O expenses in 2018. Enter amount from full year's sales tax revenue spent for M&O in 2018 fiscal year, if any. Other units, enter "0." Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent. + \$1,217,712 C. Counties: Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other units, enter "0." + \$0 D. Transferring function: If discontinuing all of a department, function or activity and transferring it to another unit by written contract, enter the amount spent by the unit discontinuing the function in the 12 months preceding the month of this calculation. If the unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the unit operated the function. The unit discontinuing the function will subtract this amount in H below. The unit receiving the function will add this amount in H below. Other units, enter "0." +/- \$0	

Rollback Tax Rate (continued) City of Hutto

28. (cont.)	E. Taxes refunded for years preceding tax year 2018: Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2018. This line applies only to tax years preceding tax year 2018. + \$9,163 F. Enhanced indigent health care expenditures: Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance. + \$0 G. Taxes in tax increment financing (TIF): Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2019 captured appraised value in Line 16D, enter "0." - \$0 H. Adjusted M&O Taxes. Add A, B, C, E and F. For unit with D, subtract if discontinuing function and add if receiving function. Subtract G. \$8,430,029	
29.	2019 adjusted taxable value. Enter line 23 from the Effective Tax Rate Worksheet.	\$1,973,864,005
30.	2019 effective maintenance and operations rate. Divide line 28H by line 29 and multiply by \$100.	\$0.427082/\$100
31.	2019 rollback maintenance and operation rate. Multiply line 30 by 1.08.	\$0.461248/\$100

Rollback Tax Rate (continued) City of Hutto

32.	Total 2019 debt to be paid with property taxes and additional sales tax revenue. "Debt" means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the unit's budget as M&O expenses. A: Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. Enter debt amount. \$4,866,743 B: Subtract unencumbered fund amount used to reduce total debt. -\$0 C: Subtract amount paid from other resources. -\$0 D: Adjusted debt. Subtract B and C from A. \$4,866,743	
33.	Certified 2018 excess debt collections. Enter the amount certified by the collector.	\$0
34.	Adjusted 2019 debt. Subtract line 33 from line 32D.	\$4,866,743
35.	Certified 2019 anticipated collection rate. Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.	100.000000%
36.	2019 debt adjusted for collections. Divide line 34 by line 35.	\$4,866,743
37.	2019 total taxable value. Enter the amount on line 19.	\$2,083,509,882
38.	2019 debt tax rate. Divide line 36 by line 37 and multiply by \$100.	\$0.233583/\$100
39.	2019 rollback tax rate. Add lines 31 and 38.	\$0.694831/\$100
40.	COUNTIES ONLY. Add together the rollback tax rates for each type of tax the county levies. The total is the 2019 county rollback tax rate.	\$/\$100

Additional Sales Tax to Reduce Property Taxes City of Hutto

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its effective and rollback tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its effective tax rate and/or rollback tax rate because it adopted the additional sales tax.

41.	Taxable Sales. For taxing units that adopted the sales tax in November 2018 or May 2019, enter the Comptroller's estimate of taxable sales for the previous four quarters. ²⁰ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2018, skip this line.	\$0
42.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ²¹ Taxing units that adopted the sales tax in November 2018 or in May 2019. Multiply the amount on Line 41 by the sales tax rate (.01, .005, or .0025, as applicable) and multiply the result by .95. ²² -OR- Taxing units that adopted the sales tax before November 2018. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$1,322,626
43.	2019 total taxable value. Enter the amount from line 37 of the <i>Rollback Tax Rate Worksheet</i> .	\$2,083,509,882
44.	Sales tax adjustment rate. Divide line 42 by line 43 and multiply by \$100.	\$0.063480/\$100
45.	2019 effective tax rate, unadjusted for sales tax. ²³ Enter the rate from line 24 or 25, as applicable, on the <i>Effective Tax Rate Worksheet</i> .	\$0.483486/\$100
46.	2019 effective tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2018 or in May 2019. Subtract line 44 from line 45. Skip to Line 47 if you adopted the additional sales tax before November 2018.	\$0.483486/\$100
47.	2019 rollback tax rate, unadjusted for sales tax. ²⁴ Enter the rate from line 39 or 40, as applicable, of the rollback tax rate worksheet.	\$0.694831/\$100
48.	2019 rollback tax rate, adjusted for sales tax. Subtract line 44 from line 47.	\$0.631351/\$100

²⁰ Tex. Tax Code § 26.041(d)

²¹ Tex. Tax Code § 26.041(i)

²² Tex. Tax Code § 26.041(d)

²³ Tex. Tax Code § 26.04(c)

²⁴ Tex. Tax Code § 26.04(c)

Additional Rollback Protection for Pollution Control City of Hutto

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

49.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ²⁵ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ²⁶	\$0
50.	2019 total taxable value. Enter the amount from line 37 of the <i>Rollback Tax Rate Worksheet</i> .	\$2,083,509,882
51.	Additional rate for pollution control. Divide line 49 by line 50 and multiply by 100.	\$0.000000/\$100
52.	2019 rollback tax rate, adjusted for pollution control. Add line 51 to one of the following lines (as applicable): line 39, line 40 (counties) or line 48 (units with the additional sales tax).	\$0.631351/\$100

²⁵ Tex. Tax Code § 26.045(d)

²⁶ Tex. Tax Code § 26.045(i)

Total Tax Rate

Indicate the applicable total tax rates as calculated above.

Effective Tax Rate (Line 24; line 25 for counties; or line 46 if adjusted for sales tax)	\$0.483486
Rollback Tax Rate (Line 39; line 40 for counties; or line 48 if adjusted for sales tax)	\$0.631351
Rollback Tax Rate Adjusted for Pollution Control (Line 52)	\$0.631351/\$100

Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit.

Print Here

Printed Name of Taxing Unit Representative

Sign Here

Taxing Unit Representative

Date

**2019 Notice of Effective Tax Rate
Worksheet for Calculation of Tax Increase/Decrease**

Entity Name: City of Hutto

Date: 08/01/2019

1. 2018 taxable value, adjusted for court-ordered reductions. Enter line 6 of the Effective Tax Rate Worksheet.	\$1,858,596,532
2. 2018 total tax rate. Enter line 4 of the Effective Tax Rate Worksheet.	0.515171
3. Taxes refunded for years preceding tax year 2018. Enter line 13 of the Effective Tax Rate Worksheet.	\$11,274
4. Last year's levy. Multiply Line 1 times Line 2 and divide by 100. To the result, add Line 3.	\$9,586,224
5. 2019 total taxable value. Enter Line 18 of the Effective Tax Rate Worksheet.	\$2,083,509,882
6. 2019 effective tax rate. Enter line 23 of the Effective Tax Rate Worksheet or Line 46 of the Additional Sales Tax Rate Worksheet.	0.483486
7. 2019 taxes if a tax rate equal to the effective tax rate is adopted. Multiply Line 5 times Line 6 and divide by 100.	\$10,073,479
8. Last year's total levy. Sum of line 4 for all funds.	\$9,586,224
9. 2019 total taxes if a tax rate equal to the effective tax rate is adopted. Sum of line 7 for all funds.	\$10,073,479
10. Tax Increase (Decrease). Subtract Line 8 from Line 9.	\$487,255

NOTICE OF 2019 TAX YEAR PROPOSED PROPERTY TAX RATE FOR

City of Hutto

A tax rate of \$0.631351 per \$100 valuation has been proposed by the governing body of City of Hutto. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Hutto proposes to use revenue attributable to the tax rate increase for the purpose of providing revenue to continue current services and voter approved debt.

PROPOSED TAX RATE	\$0.631351 per \$100
PRECEDING YEAR'S TAX RATE	\$0.515171 per \$100
EFFECTIVE TAX RATE	\$0.483486 per \$100
ROLLBACK TAX RATE	\$0.631351 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Hutto from the same properties in both the 2018 tax year and the 2019 tax year.

The rollback tax rate is the highest tax rate that City of Hutto may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Larry Gaddes PCAC, CTA
Williamson County Tax Assessor-Collector
904 S Main St Georgetown, TX 78626
512-943-1601
proptax@wilco.org
www.wilco.org/propertytax

You are urged to attend and express your views at the following public hearings on proposed tax rate:

First Hearing: 08/15/2019 7:00 PM at 500 West Live Oak Street Hutto, TX

Second Hearing: 08/22/2019 7:00 PM at 500 West Live Oak Street Hutto, TX

Regular City Council
**AGENDA ITEM
6.B.**



To: City Council
Subject: Consideration of a public hearing and possible action on the first reading of an ordinance amending the Code of Ordinances (2014 Edition), Chapter 16, Article 16.02 Unified Development Code (UDC) Chapter 10 Section 10.202.2: Definitions, Section 10.605.3 and 10.605.10 General Provisions. (Ashley Lumpkin)
Meeting: Regular City Council - 15 Aug 2019
Department: Development Services
Staff Contact: Ashley Lumpkin,

BACKGROUND INFORMATION:

The following is a City initiated amendment of the Code of Ordinances (2018 edition), Chapter 16, Article 6.02 Unified Development Code (UDC), Chapter 2, Section 10.202.2, Definitions, Chapter 10, Section 10.605.3, Phasing Plan Requirements and Section 10.605.10, Street Projections.

These are amendments to the Definitions and Subdivision Standards sections of the UDC. The proposed amendment for Chapter 2, Section 10.202.2 adds a definition to the UDC for a Public Way.

The proposed code change for Chapter 10, Section 10.605.3, Phasing Plan Requirements, allows for lots in the Extraterritorial jurisdiction to be a minimum of one (1) acre in size and for lots in the Extraterritorial Jurisdiction established for special purposes such as common area, open space, parkland, floodplain, drainage, utilities, or similar facilities shall be uniquely named and are not required to meet the minimum lot size.

The proposed code change for Chapter 10, Section 10.605.10, Street Projections, requires that when a public street is provided internal to the platting property and adjoining areas are not platted, the platting subdivision shall provide street projections to such areas by projecting a public street at intervals no fewer than the maximum block length along the perimeter boundary of the subdivision. Where abutting properties are landlocked, a street connection or street frontage shall be provided through the platting property. In lieu of a public street, a Public Way may satisfy a required street projection when the Public Way is projected to future non-residential or multi-family development and can be continued through that development to a public street.

PUBLIC NOTICE

Per Texas Local Government Code Section 211.006 a notice was run in the Taylor Daily Press.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

Staff recommends that the Council approve the ordinance. The Council may dispense with the second reading of the ordinance.

ATTACHMENTS:

[UDC\(20\)Notice\(CC\)](#)

**PUBLIC NOTICE
NOTICE OF A PUBLIC HEARING**

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE HUTTO CITY COUNCIL WILL HOLD A PUBLIC HEARING REGARDING:

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE CODE OF ORDINANCES (2014 EDITION), CHAPTER 16, ARTICLE 16.02 UNIFIED DEVELOPMENT CODE (UDC) CHAPTER 10 SECTION 10.202.2 DEFINITIONS AND SECTIONS 10.605.3 AND 10.605.10 GENERAL PROVISIONS, REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS, AND ESTABLISHING AN EFFECTIVE DATE.

A public hearing will be held on August 15, 2019 at 7:00 p.m.

Hutto City Hall
500 West Live Oak Street, Hutto, Texas

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

Regular City Council
AGENDA ITEM
6.C.



To: City Council
Subject: Open and conduct the second public hearing regarding the proposed annexation of the TK Industrial Park, 35.51 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located on CR 108. (Ashley Lumpkin)
Meeting: Regular City Council - 15 Aug 2019
Department: Development Services
Staff Contact: Ashley Lumpkin,

BACKGROUND INFORMATION:

A Municipal Service Plan (MSP) has been drafted per the Council's directive from their regularly scheduled meeting on May 2, 2019.

Notice was published in the Taylor Daily Press and has also been posted on the City of Hutto website.

The next step in the annexation process is to conduct two readings of the annexation ordinances. An annexation ordinance requires a second reading prior to final approval.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

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

ATTACHMENTS:

[TKIndustrialPark\(35.51ac\)Annex-PHNotice\(News\)2nd](#)

PUBLIC NOTICE NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE HUTTO CITY COUNCIL WILL HOLD A PUBLIC HEARING REGARDING:

The proposal to institute annexation proceedings to enlarge and extend the city limits boundary of said City to include the following described properties consisting of approximately 35.51 acres and to establish base zoning as AG (Agriculture) heretofore referred to as the TK Industrial Park, to-wit:

The TK Industrial Park (35.51 acres) described as being a subdivision in Williamson County, Texas, according to the map or plat of record in Document No. 2018062874, Official Public Records of Williamson County, Texas.

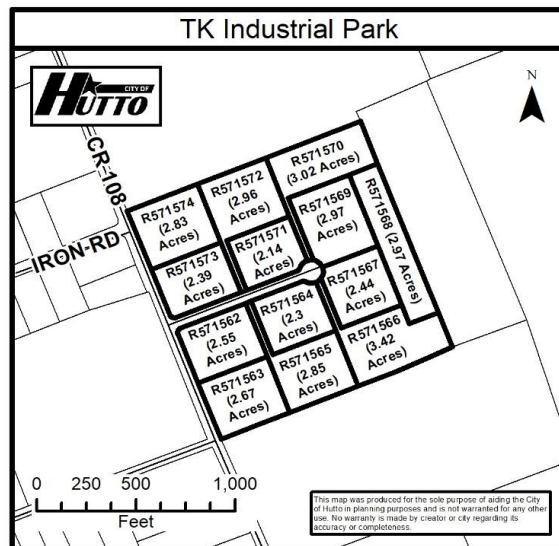
At said time and place all such persons interested shall have the right to appear and be heard. Of all said matters and things, all persons interested in the subject matter herein mentioned shall take notice.

A public hearing will be held on August 15, 2019 at 7:00 p.m.

Hutto City Hall
500 W. Live Oak St., Hutto, Texas

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

Publication Date: July 28, 2019



Regular City Council
AGENDA ITEM
6.D.



To: City Council
Subject: Open and conduct the second public hearing regarding the proposed annexation of the No-Count LLC Tracts, 157.0848 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located on CR 119 and also on CR 108. (Ashley Lumpkin)
Meeting: Regular City Council - 15 Aug 2019
Department: Development Services
Staff Contact: Ashley Lumpkin,

BACKGROUND INFORMATION:

A Municipal Service Plan (MSP) has been drafted per the Council's directive from their regularly scheduled meeting on May 2, 2019.

Notice was published in the Taylor Daily Press and has also been posted on the City of Hutto website.

The next step in the annexation process is to conduct two readings of the annexation ordinances. An annexation ordinance requires a second reading prior to final approval.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

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

ATTACHMENTS:

[NoCountLLC\(157.0848ac\)Annex-PHNotice\(News\)2nd](#)

PUBLIC NOTICE NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE HUTTO CITY COUNCIL WILL HOLD A PUBLIC HEARING REGARDING:

The proposal to institute annexation proceedings to enlarge and extend the city limits boundary of said City to include the following described properties consisting of approximately 157.0848 acres and to establish base zoning as AG (Agriculture) heretofore referred to as the No-Count LLC Tracts, to-wit:

The No-Count LLC Tracts (157.0848 acres) described as being 62.6868 acres out of the Aaron Armstrong Survey, Abstract No. 26, and 94.394 acres out of the James Shelton Survey, Abstract No. 560, located in Williamson County, Texas.

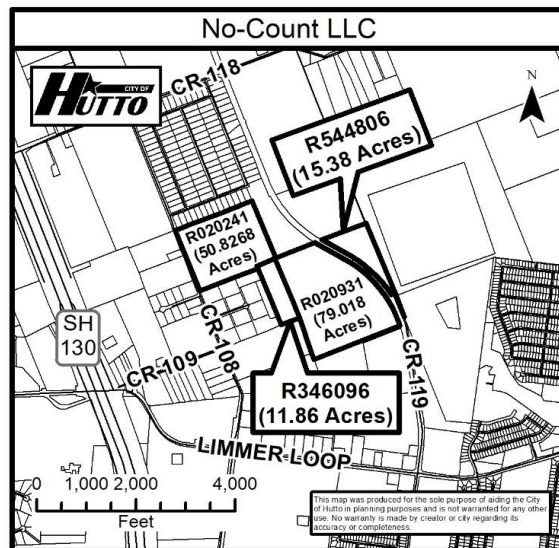
At said time and place all such persons interested shall have the right to appear and be heard. Of all said matters and things, all persons interested in the subject matter herein mentioned shall take notice.

A public hearing will be held on August 15, 2019 at 7:00 p.m.

Hutto City Hall
500 W. Live Oak St., Hutto, Texas

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

Publication Date: July 28, 2019



Regular City Council
**AGENDA ITEM
6.E.**



To: City Council
Subject: Open and conduct the second public hearing regarding the proposed annexation of the M. Moore Family Farms Tracts, 528.774 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located on CR 132 and also on Limmer Loop. (Ashley Lumpkin)
Meeting: Regular City Council - 15 Aug 2019
Department: Development Services
Staff Contact: Ashley Lumpkin,

BACKGROUND INFORMATION:

A Municipal Service Plan (MSP) has been drafted per the Council's directive from their regularly scheduled meeting on May 2, 2019.

Notice was published in the Taylor Daily Press and has also been posted on the City of Hutto website.

The next step in the annexation process is to conduct two readings of the annexation ordinances. An annexation ordinance requires a second reading prior to final approval.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

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

ATTACHMENTS:

[M.MooreFam\(528.774ac\)Annex-PHNotice\(News\)2nd](#)

PUBLIC NOTICE NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE HUTTO CITY COUNCIL WILL HOLD A PUBLIC HEARING REGARDING:

The proposal to institute annexation proceedings to enlarge and extend the city limits boundary of said City to include the following described properties consisting of approximately 528.774 acres and to establish base zoning as AG (Agriculture) heretofore referred to as the M. Moore Family Farms Tracts, to-wit:

The M. Moore Family Farms Tracts (528.774 acres) described as being 286.546 acres out of the John Kuykendall Survey, Abstract No. 378, located in Williamson County, Texas.

102.4 acres out of the M. Farley Survey, Abstract No. 238, located in Williamson County, Texas.

85.566 acres out of the Josias B. Bealle Survey, Abstract No. 97, located in Williamson County, Texas.

54.262 acres out of the James Hickman Survey, Abstract No. 291, and the J.H. Fredenburgh Survey, Abstract No. 237, located in Williamson County, Texas.

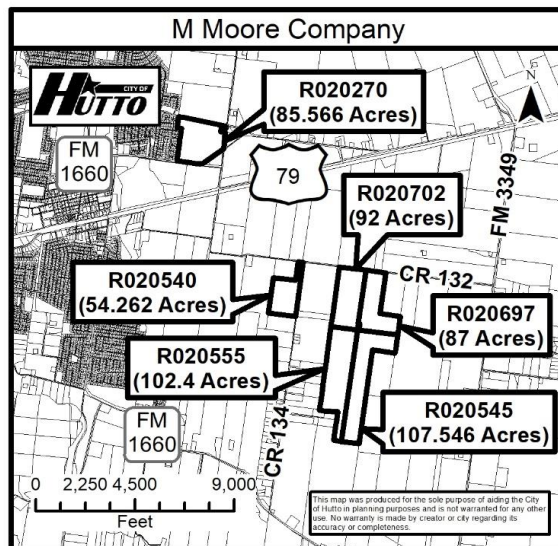
At said time and place all such persons interested shall have the right to appear and be heard. Of all said matters and things, all persons interested in the subject matter herein mentioned shall take notice.

A public hearing will be held on August 15, 2019 at 7:00 p.m.

Hutto City Hall
500 W. Live Oak St., Hutto, Texas

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

Publication Date: July 28, 2019



Regular City Council
AGENDA ITEM
6.F.



To: City Council
Subject: Open and conduct the second public hearing regarding the proposed annexation of the Limmer-Walnut Corner Tracts, 552.648 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located on FM 1660 South. (Ashley Lumpkin)
Meeting: Regular City Council - 15 Aug 2019
Department: Development Services
Staff Contact: Ashley Lumpkin,

BACKGROUND INFORMATION:

A Municipal Service Plan (MSP) has been drafted per the Council's directive from their regularly scheduled meeting on May 2, 2019.

Notice was published in the Taylor Daily Press and has also been posted on the City of Hutto website.

The next step in the annexation process is to conduct two readings of the annexation ordinances. An annexation ordinance requires a second reading prior to final approval.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

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

ATTACHMENTS:

[Limmer-WalnutCorner\(522.648ac\)Annex-PHNotice\(News\)2nd](#)

PUBLIC NOTICE NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE HUTTO CITY COUNCIL WILL HOLD A PUBLIC HEARING REGARDING:

The proposal to institute annexation proceedings to enlarge and extend the city limits boundary of said City to include the following described properties consisting of approximately 552.648 acres and to establish base zoning as AG (Agriculture) heretofore referred to as the Limmer-Walnut Corner Tracts, to-wit:

The Limmer-Walnut Corner Tracts (552.648 acres) described as 460.37 acres out of the John Kuykendall Survey, Abstract No. 378, the R.S. Neighbors Survey, Abstract No. 483, the Charles Gerlack Survey, Abstract No. 260, and the William Mullen Survey, Abstract No. 446, located in Williamson County, Texas, and; 92.278 acres out of the John Kuykendall Survey, Abstract No. 378, the R.S. Neighbors Survey, Abstract No. 483, located in Williamson County, Texas.

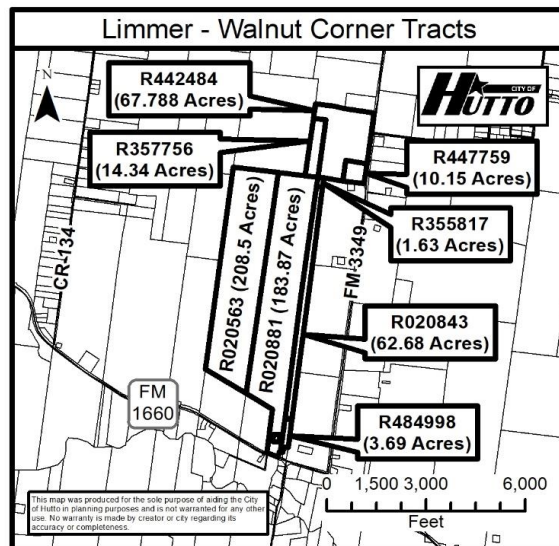
At said time and place all such persons interested shall have the right to appear and be heard. Of all said matters and things, all persons interested in the subject matter herein mentioned shall take notice.

A public hearing will be held on August 15, 2019 at 7:00 p.m.

Hutto City Hall
500 W. Live Oak St., Hutto, Texas

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

Publication Date: July 28, 2019



Regular City Council
AGENDA ITEM
6.G.



To: City Council
Subject: Open and conduct the second public hearing regarding the proposed annexation of the Fritz Tract, 5.9753 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located on CR 132. (Ashley Lumpkin)
Meeting: Regular City Council - 15 Aug 2019
Department: Development Services
Staff Contact: Ashley Lumpkin,

BACKGROUND INFORMATION:

A Municipal Service Plan (MSP) has been drafted per the Council's directive from their regularly scheduled meeting on May 2, 2019.

Notice was published in the Taylor Daily Press and has also been posted on the City of Hutto website.

The next step in the annexation process is to conduct two readings of the annexation ordinances. An annexation ordinance requires a second reading prior to final approval.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

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

ATTACHMENTS:

[Fritz\(5.9753ac\)Annex-PHNotice\(News\)2nd](#)

PUBLIC NOTICE NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE HUTTO CITY COUNCIL WILL HOLD A PUBLIC HEARING REGARDING:

The proposal to institute annexation proceedings to enlarge and extend the city limits boundary of said City to include the following described properties consisting of approximately 5.9753 acres and to establish base zoning as AG (Agriculture) heretofore referred to as the Fritz Tract, to-wit:

The Fritz Tract (5.9753 acres) described as being situated in the J.B. Bealle Survey, Abstract No. 97, in Williamson County, Texas.

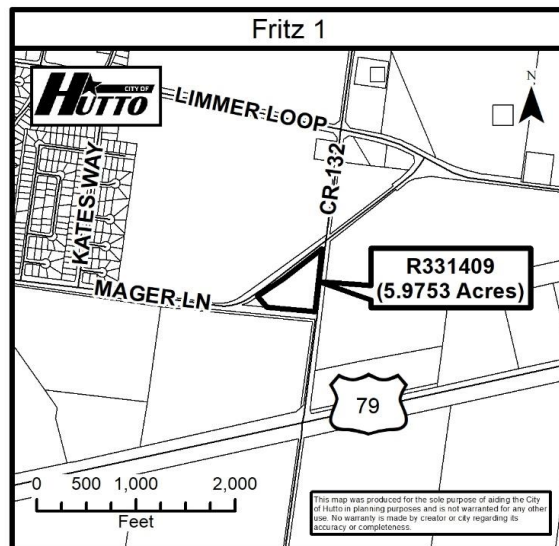
At said time and place all such persons interested shall have the right to appear and be heard. Of all said matters and things, all persons interested in the subject matter herein mentioned shall take notice.

A public hearing will be held on August 15, 2019 at 7:00 p.m.

Hutto City Hall
500 W. Live Oak St., Hutto, Texas

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

Publication Date: July 28, 2019



Regular City Council
AGENDA ITEM
6.H.



To: City Council
Subject: Open and conduct the second public hearing regarding the proposed annexation of the Chandler Corner Subdivision, 26.303 acres, more or less, of land, and to establish base zoning as AG (Agriculture), located at the southwest corner of Chandler Road and FM 1660 North. (Ashley Lumpkin)
Meeting: Regular City Council - 15 Aug 2019
Department: Development Services
Staff Contact: Ashley Lumpkin,

BACKGROUND INFORMATION:

A Municipal Service Plan (MSP) has been drafted per the Council's directive from their regularly scheduled meeting on May 2, 2019.

Notice was published in the Taylor Daily Press and has also been posted on the City of Hutto website.

The next step in the annexation process is to conduct two readings of the annexation ordinances. An annexation ordinance requires a second reading prior to final approval.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

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

ATTACHMENTS:

[ChandlerCorner\(26.303ac\)Annex-PHNotice\(News\)2nd](#)

PUBLIC NOTICE NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE HUTTO CITY COUNCIL WILL HOLD A PUBLIC HEARING REGARDING:

The proposal to institute annexation proceedings to enlarge and extend the city limits boundary of said City to include the following described properties consisting of approximately 26.303 acres and to establish base zoning as AG (Agriculture) heretofore referred to as the Chandler Corner Tracts, to-wit:

The Chandler Corner Tracts (26.303 acres) described as being situated in the John Dykes Survey, Abstract No. 186, in Williamson County, Texas.

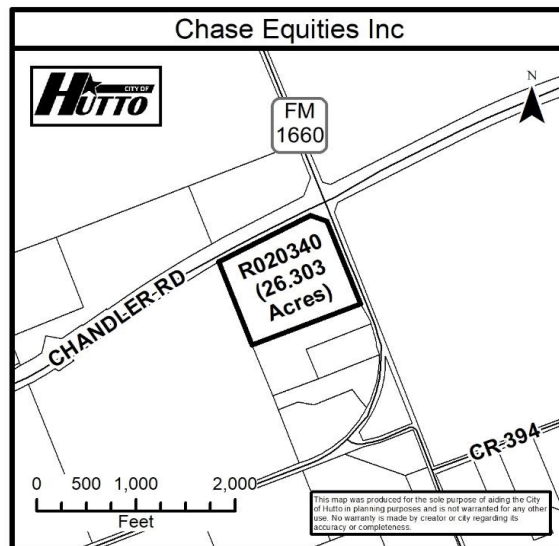
At said time and place all such persons interested shall have the right to appear and be heard. Of all said matters and things, all persons interested in the subject matter herein mentioned shall take notice.

A public hearing will be held on August 15, 2019 at 7:00 p.m.

Hutto City Hall
500 W. Live Oak St., Hutto, Texas

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

Publication Date: July 28, 2019



Regular City Council
AGENDA ITEM
7.A.



To: August 15, 2019
Subject: Consideration and possible action with respect to a resolution authorizing the publication of notice of intention to issue City of Hutto, Texas combination Tax and Revenue Certificates of Obligation; authorizing the preparation of offering documents by public financial management and other matters related thereto.
Meeting: Regular City Council - 15 Aug 2019
Department: Finance
Staff Contact: Michel Sorrell,

BACKGROUND INFORMATION:

Consideration and possible action on a resolution authorizing the publication of notice of intention to issue City of Hutto, Texas Combination Tax and Revenue Certificates of Obligation; authorizing the preparation of offering documents by Public Financial Management and other matters related thereto.

FINANCIAL IMPACT:

The Certificates of Obligation will fund water and wastewater capital improvement projects. These projects are in the Capital Improvement Plan (CIP) FY 2019-2020 and in the FY 2020 Budget.

RECOMMENDATION:

Staff recommends the Council approve the resolution authorizing the publication of notice of intention to issue Combination and Tax Revenue Certificates of Obligation and authorizing the preparation of offering documents by Public Financial Management.

ATTACHMENTS:

[NoticeRes 8-5-19](#)

RESOLUTION NO. R-19-08-15-__

**RESOLUTION AUTHORIZING THE PUBLICATION OF NOTICE OF INTENTION TO
ISSUE CITY OF HUTTO, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES
OF OBLIGATION; AUTHORIZING THE PREPARATION OF OFFERING
DOCUMENTS BY PUBLIC FINANCIAL MANAGEMENT AND OTHER
MATTERS RELATED THERETO**

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

WHEREAS, the City Council (the "Council") of the City of Hutto, Texas (the "City") has determined that it is in the best interest of the City to proceed with the issuance of certificates of obligation ("Certificates") to implement certain projects of the City's capital improvement programs; and

WHEREAS, the City Council of the City finds that the payment in whole or in part of contractual obligations incurred or to be incurred for the purposes set forth in Exhibit "A" attached hereto (the "Contractual Obligations") would be beneficial to the inhabitants of the City and are needed to perform essential City functions; and

WHEREAS, the Council has deemed it advisable to give notice of intention to issue the Certificates in a maximum principal amount not to exceed \$10,000,000 pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 et seq., Local Government Code (the "Act") for the purpose of financing the Contractual Obligations; and

WHEREAS, prior to the issuance of the Certificates, the City is required under the Act to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City, the notice stating: (i) the time and place tentatively set for the passage of the ordinance authorizing the issuance of the Certificates, (ii) the maximum amount and purpose of the Certificates to be authorized, and (iii) the manner in which the Certificates will be paid; and

WHEREAS, the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

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

1. Attached hereto as Exhibit "A" is a form of the Notice of Intention to issue the Certificates, the form and substance of which is hereby adopted and approved.

2. McCall, Parkhurst & Horton L.L.P., bond counsel to the City, shall cause the notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City, for two consecutive weeks, the date of the first publication to be at least 31 days before the date tentatively set for passage of the ordinance authorizing the Certificates as shown in the notice.

3. The City Manager, Assistant City Manager, the City's financial advisor, Public Financial Management, and bond counsel are authorized to proceed with preparing the necessary bond and offering documents to effectuate the sale of the Certificates and any other public securities of the City anticipated to be sold at or near the time of the Certificates, including making application to appropriate rating agencies and bond insurers, if applicable.

4. This Resolution shall become effective immediately upon adoption. The Mayor and City Secretary are hereby authorized and directed to execute the certificate to which this Resolution is attached on behalf of the City, and the Mayor, City Secretary and City Manager are further authorized to do any and all things proper and necessary to carry out the intent of this Resolution.

5. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Certificates or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreement, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Certificates.

RESOLVED this 15th day of August, 2019.

ATTEST:

CITY OF HUTTO, TEXAS

Lacie Hale, City Secretary

Doug Gaul, Mayor

APPROVED AS TO FORM:

Bill Bingham, City Attorney

EXHIBIT A

NOTICE OF INTENTION REGARDING CITY OF HUTTO, TEXAS TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that it is the intention of the City Council of the City of Hutto, Texas (the "City"), to issue one or more series of interest bearing certificates of obligation of the City entitled "City of Hutto, Texas Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation," for the purpose of paying contractual obligations incurred or to be incurred by the City for: (1) constructing, improving, extending, expanding, upgrading and developing the City's water and sewer system, including the decommissioning of the Glenwood Lift Station; (2) designing, constructing, improving, extending, expanding and upgrading the City's Cottonwood Interceptor and the Shiloh and Frame Switch pumping stations; (3) designing, constructing, improving, extending, expanding and upgrading the City's distribution and transmission lines; and (4) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates. The City Council tentatively proposes to consider for first and final reading at a meeting to commence at 7 o'clock, p.m., on the __th day of August, 2019 at Council Chambers, 500 W Live Oak St., Hutto, TX, 78634, the passage of an ordinance authorizing such Certificates. The maximum amount of Certificates that may be authorized for such purpose is \$12,000,000. The City Council presently proposes to provide for the payment of such Certificates from the levy and collection of ad valorem taxes in the City as provided by law and from the surplus revenues of the City's waterworks and sewer system in an amount not to exceed \$10,000, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding) which are payable from all or any part of the net revenues of the City's combined waterworks and sewer system.

CITY OF HUTTO, TEXAS

Regular City Council
AGENDA ITEM
7.B.



To: City Council
Subject: Consideration and Possible Action Regarding Five Year Renewal of CenturyLink Contract for phone services.
Meeting: Regular City Council - 15 Aug 2019
Department: Information Technology
Staff Contact: David Reeves,

BACKGROUND INFORMATION:

It is time to renew our five year contract with CenturyLink for phone services.

FINANCIAL IMPACT:

We will realize some savings with the new contract due to us now being under contract with CenturyLink for internet services as well.

CITY OF HUTTO
Proposal For CenturyLink ISDN - PRI Services
 Proposal Date: 7/22/2019
 Expire Quote Date: 9/20/2019
 Customer Copy - Quote #: 18-007520



Customer Contact Information:

Company Name: City of Hutto
 Billing Address: 401 W FRONT ST
 Billing City, State, Zip: HUTTO TX 78634-4203
 BAN ID: 313740774
 Customer Contact Name: David Reeves
 Customer Contact Phone: 512-759-4026
 Customer Contact E-mail: david.reeves@huttotx.gov

Customer Service Location:

Primary Location Name: City of Hutto
 Address: 401 W FRONT ST
 Site City, State, Zip: HUTTO TX 78634
 NPA-NXX: 512-759
 On-Site Contact Name: David Reeves
 Work TN: 512-759-4026

Telco Central Office Information:

Telco: Central Telephone Company of Texas
 Serving Central Office CLLI: HUTTXXARPO
 Serving Central Office Address: 107 E PECAN ST
 Serving Central Office City, State, Zip: HUTTO TX 78634

CenturyLink Contact Information:

Sales Person: Teresa Rowe [1073755]
 Email: teresa.rowe@centurylink.com
 Sales Contact Number: 214-529-1606
 Dealer Code: 1073755

Engineer: N/A
 Email: N/A
 Engineer Contact Number: N/A

Service Description:

Type of Service: CenturyLink ISDN - PRI Services (Qty: 1)
Term Agreement: 60 month

Charge Detail:

Qty	Price Plan	Feature Code	Description	MRR Rate	MRR Total	NR Rate	NR Total
1	PP5Z4P01	0018	Service Order Charge			\$30.10	\$30.10
						\$0.00	\$0.00
1	PP5Z4P01	0238	Premises Visit Charge			\$425.00	\$425.00
						\$0.00	\$0.00
1	PP5Z4P01	PRI5Y	ISDN PRI	\$525.00	\$525.00		
1	PP5Z4P01	0266	PRI Install Charge			\$0.00	\$0.00
1	PP5Z4P01	Y124	Caller ID - Name Option	\$0.00	\$0.00		
1	PP5Z4P01	Y106	National ISDN-2 Protocol	\$0.00	\$0.00		
5	PP5Z4P01	1204V	DID Numbers - Block of 20 (N/C)	\$0.00	\$0.00		
5	PP1204SPR	1204SP	DID Numbers - Block of 20	\$4.00	\$20.00		
			TOTAL		\$545.00		\$0.00

CenturyLink Proprietary and Confidential

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
Entity: Central Telephone Company of Texas
Service: CenturyLink ISDN - PRI Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Products and Services Agreement

This Products and Services Agreement ("Agreement") between **CENTURYLINK SALES SOLUTIONS, INC.**, as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and City of Hutto ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

1. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
4. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

City of Hutto

By: _____
Printed: _____
Title: _____
Date: _____

By: _____
Printed: _____
Title: _____
Date: _____

Address for Notices: Sales Administration
665 Lexington Avenue
Mailstop: OHMANB0107
Mansfield, OH 44907

Customer Address: 401 W FRONT ST
HUTTO, TX 78634-4203

And if related to a dispute to:
CenturyLink
Attn: Legal Department
1801 California Street, #900
Denver, CO 80202
Fax: (888) 778-0054

**Address
for Notices
(if different
from
above):** _____

Sales Rep: Patty Harper
Sales Rep Phone: 2546909804

SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (**each, a "Price Quote"**). The name of the company providing Services to Customer is listed on each Price Quote. Customer can also locate the name of any CenturyLink local operating company by searching for a NPA-NXX in the first column of the list at http://www.centurylink.com/tariffs/NPANXX_Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an **"Order Term"**), **as listed in each Price Quote**. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the **Service's** applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless otherwise provided in the service-specific terms and conditions. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

CenturyLink Price Quote Number(s): 18-007520

2. **PRICING.**
 - 2.1 **Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
 - 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
 - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
 - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs or Local Terms of Service, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence. CenturyLink may modify its Tariffs or Local Terms of Service from time to time.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.

Products and Services Agreement

This Products and Services Agreement ("Agreement") between CENTURYLINK SALES SOLUTIONS, INC., as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and City of Hutto ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

1. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
4. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

AGREED:**CENTURYLINK SALES SOLUTIONS, INC.**

By: _____
 Printed: _____
 Title: _____
 Date: _____

Address for Notices: Sales Administration
 665 Lexington Avenue
 Mailstop: OHMANB0107
 Mansfield, OH 44907

And if related to a dispute to:
 CenturyLink
 Attn: Legal Department
 1801 California Street, #900
 Denver, CO 80202
 Fax: (888) 778-0054

City of Hutto

By: _____
 Printed: _____
 Title: _____
 Date: _____

Customer Address: 401 W FRONT ST
 HUTTO, TX 78634-4203

**Address
 for Notices
 (if different
 from
 above):**

Sales Rep: Patty Harper
 Sales Rep Phone: 2546909804



Integrated Block of Time 5000 Minutes with PRI Sales Agreement

Term Plan

The term of this Agreement ("Term") is the period of time indicated below commencing upon CenturyLink's acceptance and implementation of this Agreement.

☐ Two Years

☐ Three Years

☒ Five Years

The purpose of this Agreement is to offer pricing for CenturyLink's interstate and intrastate switched long distance and switched inbound toll free services (together, the "Service").

Eligibility and Restriction

The Offer Pricing below is available if Customer orders new or renews existing CenturyLink ISDN-PRI Service under a separate agreement with a 2, 3, or 5 year Order Term. The Offer Pricing is limited to one to three ISDN-PRI circuits per Customer (not per Customer location). If Customer fails to meet or maintain the eligibility requirements of this section, CenturyLink will charge Customer standard rates in the Embarq Communications, Inc. Schedule or CenturyTel Long Distance, LLC Service and Pricing Guide, as applicable based on Customer's service location(s). Additional restrictions as outlined in the Offer Pricing section apply. The Offer Pricing may not be combined with any other discounts or pricing for the services referenced in this Agreement.

Offer Pricing

The Monthly Charge and Overage Rate Per Minute in the specific row selected by Customer in the below table represent the Offer Pricing. As long as Customer maintains its eligibility, Customer will receive the Offer Pricing associated with the selected Number of ISDN-PRI circuits and Block of Minutes per month during the Term. Unused minutes will not carry over into a following month. The Overage Rate Per Minute in the below table applies for each full minute of each call per month in excess of the Block of Minutes column from the row Customer selected. The Offer Pricing will be effective as of the second full monthly billing cycle following the Effective Date.

Customer's Initials	Number of ISDN-PRI circuits	Monthly Charge	Block of Minutes Domestic Dial-1 and Toll Free	Overage Rate Per Minute	Price Code
	1	\$0	5000	\$0.03	1+: CLD170SP / L170SP TF: CLD170TS / LTF170
	2	\$0	10000	\$0.03	1+: CLD171SP / L171SP TF: CLD171TS / LTF171
	3	\$0	15000	\$0.03	1+: CLD172SP / L172SP TF: CLD172TS / LTF172

Calls are measured and billed in full minute increments. The call rating is rounded to the nearest full cent with a minimum \$0.01 charge for usage.

CenturyLink will charge Customer for feature charges, equipment, calls which are pay-for-use (900, 976, etc.), Operator Services, Directory Assistance and any other charges (including, but not limited to, Carrier Universal Service Charges, National Access Fees and Presubscribed Line Charges) associated with the Service and described in the Terms and Conditions below. All of these charges are in addition to the Monthly Charge and Overage Rate Per Minute listed in the above table.

Toll Free Service is available with this offer. CenturyLink will charge Customer a monthly recurring charge of \$0.99 per toll free number.



Integrated Block of Time 5000 Minutes with PRI Sales Agreement

An International Discount Plan option which provides discounted International direct dialed rates is available for a separate monthly recurring charge under the Embarq Communications, Inc. Schedule or CenturyTel Long Distance, LLC Service and Pricing Guide, as applicable based on Customer's service location(s).

Terms and Conditions

- ◆ Services are provided by Embarq Communications, Inc. ("CenturyLink Communications") and/or CenturyTel Long Distance, LLC ("CenturyLink Long Distance") based on Customer's Service location(s). The Standard Terms and Conditions for Communication Services, applicable schedules and tariffs, all located at <http://about.centurylink.com/tariffs>, as amended from time to time, govern the Service and all CenturyLink charges and fees related to the Service. The specific provider for Customer's Service will be identified on the monthly Service invoice.
- ◆ Additional in-state fees and taxes will apply, including a Presubscribed Line Charge, National Access Fee and Carrier Universal Service charge.
- ◆ A per minute surcharge may be applied to calls originating in the U.S. and terminating to a non-U.S. mobile phone number.
- ◆ No alterations to this form are permitted.

Services

The undersigned authorizes CenturyLink to act as its primary carrier for the following communication services:

☒ Dial 1 Service

☐ Toll Free

☒ Local Toll (IntraLATA) Service

☐ Telephone numbers are new and not yet assigned; Quantity of numbers

☐ A Letter of Agency is attached for telephone numbers that are currently assigned to another carrier

Signatures

Customer Signature

Print Name

Date

Company Name

CITY OF HUTTO

Title

Company Address

401 W. FRONT ST HUTTO, TX 78634

Billing Address

(if different than above)

Customer Phone

() -

Customer Tax ID

Authorized CenturyLink Signature

Print Name

Date

Title

Internal Use Only

Representative

FAX

() -

Phone

() -

E-Mail



62201000 C7 RP 03 20190703 YNNNNNNY 000006 6

Account Name: CITY OF HUTTO
Account Number: 313740774P.O. Box 2961
Phoenix, AZ 85062-2961Page: 5 of 40
Bill Date: Jul. 04, 2019**Current Charges Summary****Service From Jul. 04, 2019****Monthly Charges**

Additional DID Each
Additional Listing-Bus
Bundled Block of Time - 5000 Minutes
DID 100 Numbers
EAS Metro Services
Extra Line-Bus
Fed Universal Service Chg
Inside Wire Maintenance
Key Nonrotary
Long Distance Line Charge
Long Distance Line Charge
Mileage
Mileage
Multi Line 1 Party Business
Non-Telecom Services Surcharge
Off Premise Mileage
PRI Access Line
Restrct-3rd#1 Collect
Subscriber Line & Access Recovery Charge

Total Monthly Charges

Qty	Rate	Amount
5 @	1.50	7.50
2 @	6.00	12.00
1 @	125.00	125.00
2 @	65.00	130.00
1 @	48.35	48.35
3 @	6.00	18.00
11 @	2.30	25.30
1 @	4.40	4.40
1 @	34.00	34.00
3 @	3.99	11.97
1 @	5.15	5.15
26 @	3.30	85.80
35 @	1.65	57.75
5 @	29.00	145.00
1 @	2.99	2.99
1 @	3.30	3.30
1 @	675.00	675.00
1 @	1.00	1.00
11 @	12.20	134.20
		1,526.71

New Amt.→ 0
→ 20

→ 0

→ 525

Usage Charges

Bundled Block of Time - 5000 Minutes
International

Total Usage Charges

Calls	Mins	
1885	8187.0	127.48
9	211.9	252.28
1894	8398.9	379.76

Adjustments

Fed Universal Service Chg JUL 02 To JUL 03

Total Adjustments0.42
0.42**Taxes, Fees and Surcharges**

Administrative Expense Fee
Federal Property Surcharge
Federal Universal Service Fund Surcharge
Federal and Other Cost Recovery Fee
HUTTO Municipal Right-of-Way Fee
TEXAS Franchise Cost Recovery
TEXAS Recovery Surcharge
TEXAS State 911
WILLIAMSON 9-1-1 Fee

Total Taxes, Fees and Surcharges5.55
17.58
91.14
18.87
30.94
0.09
0.79
0.42
3.50
168.88**Total Current Charges****2,075.77****Contact Numbers**

www.centurylink.com/myaccount Pay Online
1-866-712-1996 Pay by Phone
1-800-786-6272 Customer Service

Regular City Council
AGENDA ITEM
7.C.



To: City Council
Subject: Consideration and possible action on a resolution approving the proposed Riverwalk South Preliminary Plat, 118.97 acres, more or less, of land, 464 residential lots, located on CR 138. (Ashley Lumpkin)
Meeting: Regular City Council - 15 Aug 2019
Department: Development Services
Staff Contact: Ashley Lumpkin,

BACKGROUND INFORMATION:

The proposed Riverwalk South Preliminary Plat is approximately 118.97 acre site located between County Road 138 on the south side and the existing Riverwalk Subdivision on the north side.

Current Zoning:

The subject property was voluntarily annexed in June 2019 and zoned Single-Family Residential (SF-1).

Surrounding Zoning:

North: Single-Family Residential (SF-1)

East: Extra-territorial Jurisdiction (ETJ)

South: Pflugerville ETJ

West: Extra-territorial Jurisdiction (ETJ)

Summary of Request:

The proposed Preliminary Plat is comprised of 468 single-family lots across an approximate 118.97 acre tract. Public access is achieved from connections to CR 138, Pease River Way, and Kaatz Lane. There are also connections to the east for a future development connection.

The proposed preliminary plat has the following lot and phase breakdown:

LOT SUMMARY TABLE

	SINGLE FAMILY	OPEN SPACE	GREENLINK	TOTAL ROW	TOTAL ACREAGE
PHASE 1	103	0	2	6.16	23.67
PHASE 2	114	3	2	7.02	35.99
PHASE 3	134	4	2	6.86	32.12
PHASE 4	113	2	4	6.01	27.19
MINOR ARTERIAL ROW DEDICATION				3.34	
TOTAL	464	9	10	29.39	118.97

All residential lots are 50 feet wide, and range from 120 feet deep to 188 feet deep. This proposed Preliminary Plat has been reviewed by the Planning, Engineering, and Parks Departments, and also Hutto Fire Rescue.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

The proposal meets the minimum standards as required in the UDC and state law. The proposed street layout provides for connectivity between adjacent developments. This provides a needed collection and alternate routes in the area.

ATTACHMENTS:

[\(Res\)RiverwalkSouthPrelim\(Res\)Complete](#)

RESOLUTION NO.

A RESOLUTION APPROVING THE PLAT KNOWN AS "RIVERWALK SOUTH PRELIMINARY PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the Planning and Zoning Commission to take action to recommend to the City Council whether or not to approve or disapprove a subdivision plat within thirty (30) days of the date an application is accepted, and;

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the City Council take action to approve or disapprove a subdivision plat within thirty (30) days of the date of presentation at Planning and Zoning Commission, and;

WHEREAS, the Development Services Department and the City Engineer have reviewed the above referenced plat for compliance with statute and engineering standards, and;

WHEREAS, if City Council fails to take action on this plat within the prescribed thirty (30) day period, the plat is granted statutory approval, Now therefore,

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

that the Hutto City Council hereby approves the resolution for the plat known as "Riverwalk South Preliminary Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **15th** day of the month **August, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

FIELD NOTES

A 118.971 ACRE, OR 5,182,372 SQUARE FOOT, TRACT OF LAND BEING ALL OF THE REMNANT PORTION OF A CALLED 120.7058 ACRE TRACT CONVEYED TO JOSEPH F. GIBNEY AND JUDITH A. GIBNEY, IN WARRANTY DEED WITH VENDOR'S LIEN, RECORDED IN VOLUME 2726, PAGE 76 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN JOHN KELSEY SURVEY, SECTION NO. 18, ABSTRACT NO. 377, IN WILLIAMSON COUNTY, TEXAS, SAID 118.971 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE;

BEGINNING AT AN IRON ROD WITH CAP MARKED "BRYAN TECH" FOUND ON A POINT IN THE NORTHWEST CORNER OF A CALLED 0.365 ACRE TRACT RECORDED IN DOCUMENT NO. 2016037486 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING A POINT IN THE EAST BOUNDARY LINE OF A REMNANT PORTION OF A CALLED 75.35 ACRE TRACT RECORDED IN DOCUMENT NO. 2007040774 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING A WEST CORNER OF SAID REMNANT PORTION OF A 120.7058 ACRE TRACT FOR A WEST CORNER AND POINT OF BEGINNING HEREOF;

THENCE N 07°28'47" E, WITH THE EAST BOUNDARY LINE OF SAID REMNANT PORTION OF A 75.35 ACRE TRACT, SAME BEING THE WEST BOUNDARY LINE OF SAID REMNANT PORTION OF A 120.7058 ACRE TRACT, AT A DISTANCE OF 2648.31 FEET, PASSING THROUGH THE NORTHEAST CORNER OF SAID REMNANT PORTION OF A 75.35 ACRE TRACT, CONTINUING WITH THE WEST BOUNDARY LINE OF THE AFOREMENTIONED REMNANT PORTION OF A 120.7058 ACRE TRACT, FOR A TOTAL DISTANCE OF 2705.44 FEET TO AN IRON ROD WITH CAP MARKED "RJ SURVEYING" FOUND ON A POINT IN THE EAST BOUNDARY LINE OF LAKESIDE ESTATES, SECTION THREE, A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 2002048767 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING THE SOUTHWEST CORNER OF RIVERWALK PHASE 3, SECTION 4, A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 2017016795 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS FOR THE NORTHWEST CORNER HEREOF;

THENCE S 81°28'31" E, WITH THE SOUTH BOUNDARY LINE OF SAID RIVERWALK, PHASE 3, SECTION 4, SAME BEING THE NORTH BOUNDARY LINE OF SAID REMNANT PORTION OF A 120.7058 ACRE TRACT, AT A DISTANCE OF 853.55 FEET, PASSING THROUGH AN IRON ROD WITH CAP MARKED "RJ SURVEYING" FOUND ON THE SOUTHEAST CORNER OF SAID RIVERWALK, PHASE 3, SECTION 4, SAME BEING THE SOUTHWEST CORNER OF RIVERWALK, PHASE 3, SECTION 5, A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 2017016719 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CONTINUING WITH THE SOUTH BOUNDARY LINE OF THE AFOREMENTIONED RIVERWALK, PHASE 3, SECTION 5, FOR A TOTAL DISTANCE OF 1701.09 FEET TO A 600 NAIL FOUND ON A POINT IN THE WEST BOUNDARY LINE OF A CALLED 307.5795 ACRE TRACT RECORDED IN DOCUMENT NO. 201608133 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE NORTHEAST CORNER HEREOF;

THENCE S 07°35'18" W, IN PART WITH THE WEST BOUNDARY LINE OF SAID 307.5795 ACRE TRACT, AND IN PART WITH THE WEST BOUNDARY LINE OF A CALLED 10.0 ACRE TRACT RECORDED IN VOLUME 2364, PAGE 184 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING THE EAST BOUNDARY LINE OF SAID REMNANT PORTION OF A 120.7058 ACRE TRACT, A DISTANCE OF 3098.34 FEET TO A 1/2" IRON ROD WITH YELLOW CAP MARKED "PAPE-DAWSON" SET ON A POINT IN THE NORTH MARGIN OF COUNTY ROAD 138, A VARIABLE WIDTH RIGHT-OF-WAY, FOR THE SOUTHEAST CORNER HEREOF;

THENCE N 81°22'41" W, WITH THE NORTH MARGIN OF SAID COUNTY ROAD 138, SAME BEING THE SOUTH BOUNDARY LINE OF SAID REMNANT PORTION OF A 120.7058 ACRE TRACT, A DISTANCE OF 1695.27 FEET TO A 1/2" IRON ROD WITH YELLOW CAP MARKED "PAPE-DAWSON" SET ON A POINT IN THE SOUTHWEST CORNER OF SAID REMNANT PORTION OF A 120.7058 ACRE TRACT, SAID POINT BEING THE SOUTHEAST CORNER OF A CALLED 1.210 ACRE TRACT RECORDED IN DOCUMENT NO. 2009062923 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS FOR THE SOUTHWEST CORNER HEREOF;

THENCE N 07°28'47" E, DEPARTING THE NORTH MARGIN OF SAID COUNTY ROAD 138, WITH THE EAST BOUNDARY LINE OF SAID 1.210 ACRE TRACT, A DISTANCE OF 60.10 FEET TO A 1/2" IRON ROD WITH YELLOW CAP MARKED "PAPE-DAWSON" SET ON A POINT IN THE SOUTHWEST CORNER OF A CALLED 1.377 ACRE TRACT RECORDED IN DOCUMENT NO. 2006109103 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS FOR A WEST CORNER HEREOF;

THENCE S 82°25'12" E, WITH THE SOUTH BOUNDARY LINE OF SAID 1.377 ACRE TRACT, AT A DISTANCE OF 200.00 FEET PASSING THROUGH THE SOUTHWEST CORNER OF A SAID 0.365 ACRE TRACT, CONTINUING WITH THE SOUTH BOUNDARY LINE OF THE AFOREMENTIONED 0.365 ACRE TRACT, SAME BEING A NORTH BOUNDARY LINE OF SAID REMNANT PORTION OF A 120.7058 ACRE TRACT, FOR A TOTAL DISTANCE OF 230.03 FEET TO A 1/2" IRON ROD FOUND FOR A WEST CORNER HEREOF;

THENCE N 07°28'46" E, WITH THE EAST BOUNDARY LINE OF SAID 0.365 ACRE TRACT, SAME BEING A WEST BOUNDARY LINE OF SAID REMNANT PORTION OF A 120.7058 ACRE TRACT, A DISTANCE OF 330.11 FEET TO AN IRON ROD WITH CAP MARKED "BRYAN TECH" FOUND ON A POINT IN THE NORTHEAST CORNER OF SAID 0.365 ACRE TRACT, FOR A WEST CORNER HEREOF;

THENCE N 82°28'35" W, WITH THE NORTH BOUNDARY LINE OF SAID 0.365 ACRE TRACT, SAME BEING A SOUTH BOUNDARY LINE OF SAID REMNANT PORTION OF A 120.7058 ACRE TRACT, A DISTANCE OF 230.03 FEET TO A POINT OF BEGINNING, AND CONTAINING 118.971 ACRES IN WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING DESCRIBED IN ACCORDANCE WITH A SURVEY MADE ON THE GROUND AND A SURVEY MAP PREPARED BY PAPE-DAWSON ENGINEERS, INC. UNDER JOB NO. 51061--00.

PLAT NOTES

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. BUILDING SETBACKS SHALL CONFORM TO UDC REQUIREMENTS.
3. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
4. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
5. AN ADDITIONAL FIVE (5) FOOT ELECTRIC EASEMENT IS HEREBY DEDICATED ADJACENT TO THE FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) THAT IS ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
6. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
7. SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION.
8. SIDEWALKS AND TREES SHALL BE PROVIDED ALONG ALL STREETS BOUNDING THIS SUBDIVISION.
9. SIDEWALKS SHALL BE 5' IN WIDTH.
10. AN ARTERIAL FENCE SHALL BE CONSTRUCTED PER UDC REQUIREMENTS.
11. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
12. UTILITY NOTES:
 - A. WITHIN CON:
 - I. WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
 - B. OUTSIDE CON:
 - I. WATER WILL BE AVAILABLE THROUGH MANVILLE WSC AFTER THE APPROPRIATE WATER SYSTEM IS INSTALLED TO THIS SITE. MANVILLE WSC ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.

13. FLOODPLAIN NOTES:
 - A. ULTIMATE FLOODPLAIN
 - I. "NO PORTION OF THIS TRACT IS ENCLOSED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN."
 - B. EXISTING FLOODPLAIN
 - I. "NO PORTION OF THIS TRACT IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBERS 48491C0515E, 48491C0520E, AND 48491C0675E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS."

14. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
15. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO ALL MANVILLE WSC AND CITY STANDARD SPECIFICATIONS AND DETAILS, UDC REGULATIONS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
16. ON-SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.
17. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
18. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
19. THE MAXIMUM IMPERVIOUS COVER ALLOWED PER RESIDENTIAL LOT IS 55%.
20. ALL OPEN SPACE, GREENLINKS AND DRAINAGE LOTS WILL BE MAINTAINED BY THE H.O.A.
21. ALL STREET TREES WITHIN AND BOUNDING THE SUBDIVISION WILL BE MAINTAINED BY THE H.O.A.
22. SURVEY REFERENCE:

ELEVATIONS ARE BASED ON NAVD88 (GEOID03).
BEARINGS BASED ON N.A.D. 1983 (NA 2011) EPOCH 2010.00, TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE.
SCALE FACTOR OF 0.99988, ORIGIN (0,0).

23. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:

WATER	MANVILLE WSC
WASTEWATER	CITY OF HUTTO
ELECTRIC	ONCOR
24. GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE UDC.
25. THIS SUBDIVISION WILL BE ZONED: SE-1.
26. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
27. DRIVEWAYS FOR RESIDENTIAL LOTS ARE RESTRICTED ALONG THE RESIDENTIAL COLLECTOR PORTIONS OF KAATZ LANE AND PEASE RIVER WAY.
28. THE TEMPORARY ACCESS DRIVE LOCATED IN PHASE 1 SHALL REMAIN OPEN UNTIL SUCH TIME AS A SECOND PERMANENT POINT OF ACCESS IS PROVIDED TO EITHER COUNTY ROAD 138 OR TO THE ADJACENT PROPERTIES.
29. PRIMARY WASTEWATER SERVICE SHALL BE PROVIDED VIA AN OFFSITE WASTEWATER LINE TO BE DESIGNED, CONSTRUCTED, OPERATIONAL AND STUBBED TO THIS PROPERTY IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO, TEXAS AND P4 RE MANAGEMENT, LLC, EFFECTIVE JUNE 19, 2019. ALTERNATE WASTEWATER SERVICE SHALL BE PROVIDED VIA AN OFFSITE WASTEWATER LINE THROUGH THE RIVERWALK SUBDIVISION AS INDICATED IN THIS PRELIMINARY PLAN. THE ALTERNATE WASTEWATER OPTION SHALL BE AVAILABLE TO THE DEVELOPER IF THE PRIMARY WASTEWATER SERVICE OPTION IS NOT OPERATIONAL BY THE DATE SET FORTH IN THE DEVELOPMENT AGREEMENT AND/OR PRIOR TO DEVELOPMENT OF PHASE 2 OF THIS PRELIMINARY PLAN.

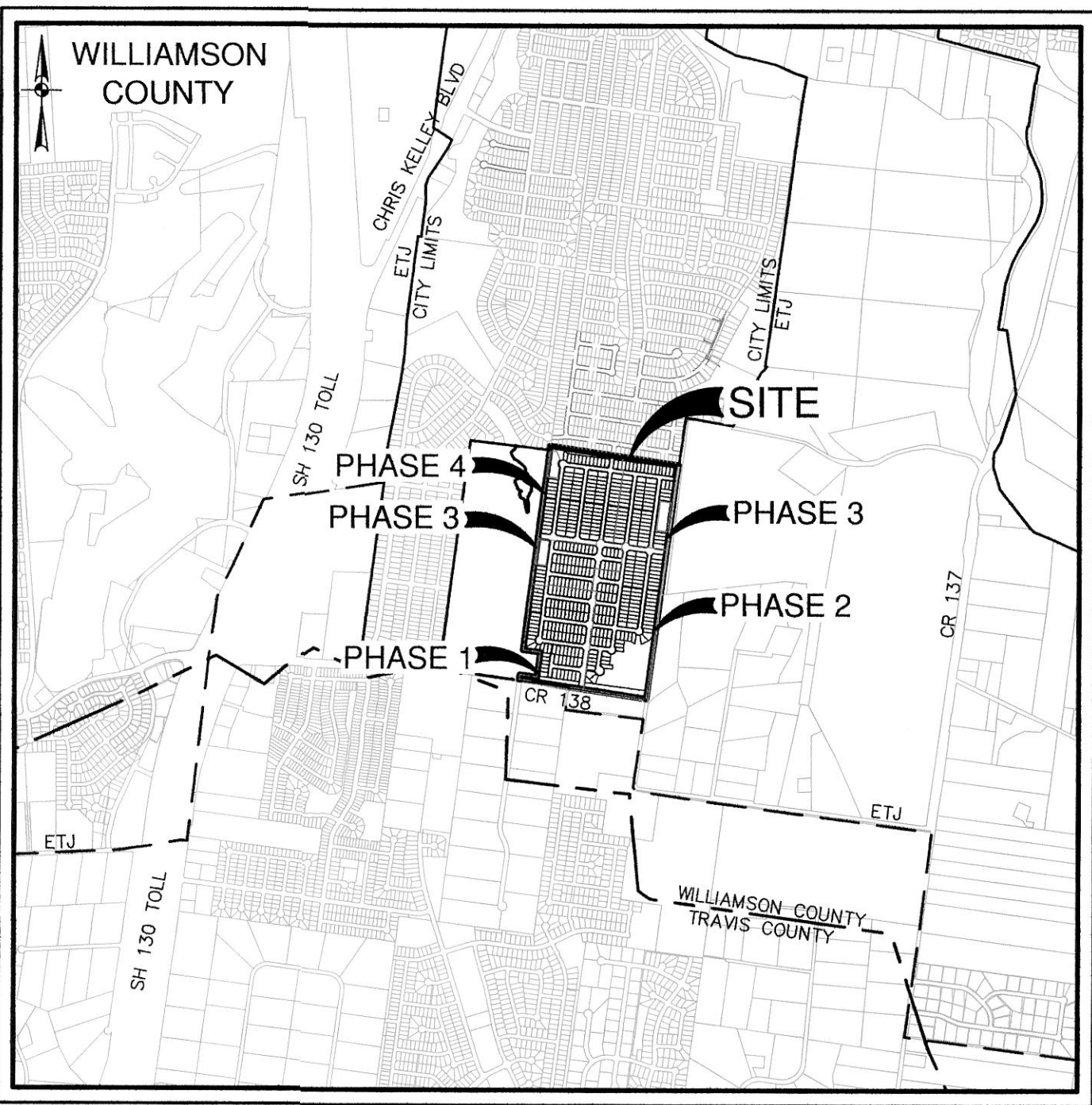
RIVERWALK SOUTH

PRELIMINARY PLAT

1613-PLAT

CITY OF HUTTO, TEXAS

JULY 2019



LOCATION MAP

SCALE: 1" = 2000'

1001 CR 138
HUTTO, TX 78634

OWNER:

JOSEPH F. GIBNEY JR./
JUDITH ANN GIBNEY
1001 CR 138
HUTTO, TX 78634

DEVELOPER:

HARRIS & STRAUB
4408 SPICEWOOD SPRINGS ROAD
AUSTIN, TX 78759
(512) 569-6544

ENGINEER:

PAPE-DAWSON ENGINEERS, INC.
10801 N MOPAC EXPY
BLDG. 3, STE. 200
AUSTIN, TEXAS 78759
(512) 454-8711

SURVEY:

PAPE-DAWSON ENGINEERS, INC.
10801 N MOPAC EXPY
BLDG. 3, STE. 200
AUSTIN, TEXAS 78759
(512) 454-8711



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TPE FIRM REGISTRATION #470 | TPLS FIRM REGISTRATION #10028801

Received 7/31/19



SHEET INDEX

SHEET DESCRIPTION	SHEET No.
COVER SHEET	01
OVERALL PRELIMINARY PLAN	02
DIMENSION CONTROL (1 OF 2)	03
DIMENSION CONTROL (2 OF 2)	04
PRELIMINARY LOT TABLES	05
OVERALL WATER DISTRIBUTION PLAN	06
OVERALL WASTEWATER PLAN	07
OVERALL STORM DRAIN PLAN	08
EXISTING CONDITIONS	09
TREE SURVEY	10

SUBMITTALS

SUBMITTAL No.	DATE
1ST SUBMITTAL	04/26/2019
2ND SUBMITTAL	07/29/2019

ENGINEER'S CERTIFICATION

I, DUSTIN GOSS, P.E. #91805, LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS (RIVERWALK SOUTH PRELIMINARY PLAT) IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCLOSED BY A ZONE "A" OR ZONE "AE" FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBERS 48491C0515E, 48491C0520E, AND 48491C0675E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND THAT EACH LOT CONFORMS TO THE CITY OF HUTTO REGULATIONS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT WILLIAMSON COUNTY, TEXAS THIS 30TH DAY OF JULY, 2019.

Dustin Goss 7/30/19

PAPE-DAWSON ENGINEERS
DUSTIN GOSS, P.E. # 91805
VICE PRESIDENT



SURVEYOR'S CERTIFICATION

I, PARKER J. GRAHAM, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT WILLIAMSON COUNTY, TEXAS THIS 30TH DAY OF JULY, 2019.

Parker J. Graham

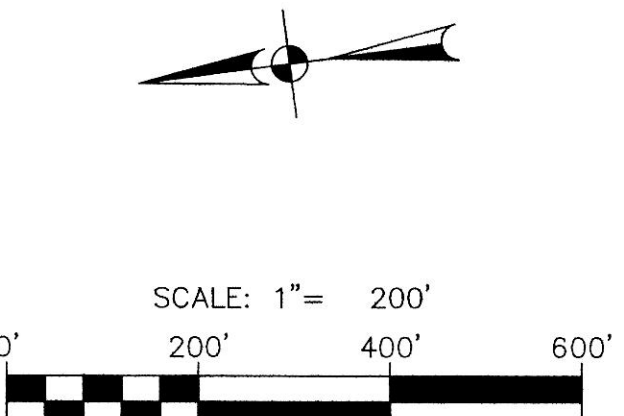
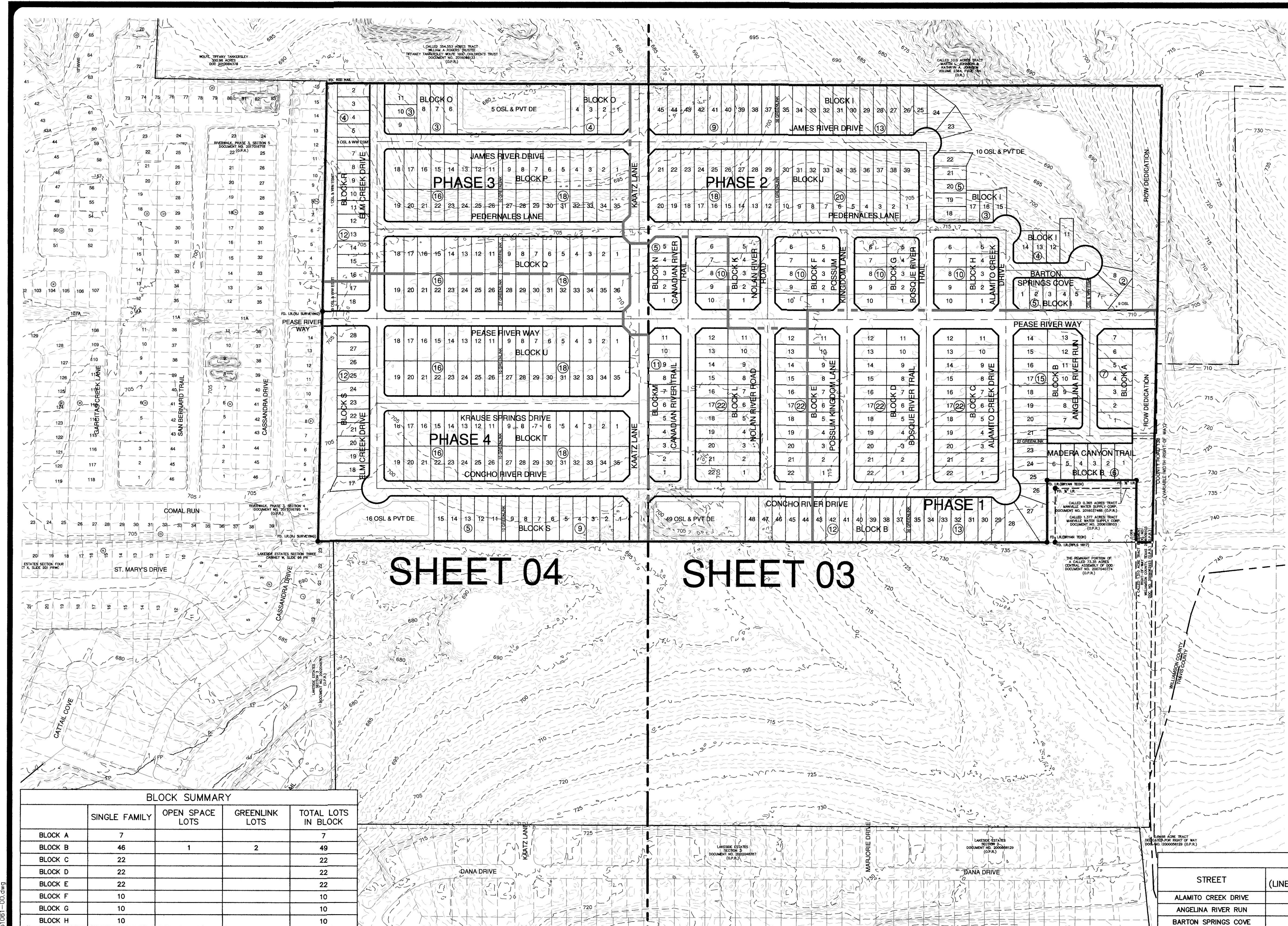
PAPE-DAWSON ENGINEERS
PARKER J. GRAHAM, R.P.L.S. #5556
REGISTERED PROFESSIONAL LAND SURVEYOR



SHEET 01 OF 10

1613-PLAT

Date: Jul 30, 2019, 1:18pm User ID: Alcastorena
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LEGEND	
	BOUNDARY LINE
	PHASE LINE
	RIGHT-OF-WAY (ROW)
	ROAD CENTER LINE (CL)
	LOT LINE
	EASEMENT (ESMT)
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING 100 YR FEMA FLOODPLAIN
	SURVEY MONUMENTATION FOUND
	OPEN SPACE LOT
	PRIVATE DRAINAGE EASEMENT
	WASTEWATER EASEMENT
	OPEN PUBLIC RECORDS OF WILLIAMSON COUNTY, TX
	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TX
	POINT OF BEGINNING
	RESIDENTIAL LOT COUNT

- NOTES
1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
 2. EXISTING ONE FOOT CONTOURS ARE A COMPOSITE OF TNRS 2017 LIDAR, PAPE-DAWSON ENGINEERS AERIAL LIDAR SURVEY CONDUCTED MAY 2018, AND PAPE-DAWSON ENGINEERS TOPOGRAPHIC SURVEY CONDUCTED MARCH 2019.

Received 7/31/19

BLOCK SUMMARY				
	SINGLE FAMILY	OPEN SPACE LOTS	GREENLINK LOTS	TOTAL LOTS IN BLOCK
BLOCK A	7			7
BLOCK B	46	1	2	49
BLOCK C	22			22
BLOCK D	22			22
BLOCK E	22			22
BLOCK F	10			10
BLOCK G	10			10
BLOCK H	10			10
BLOCK I	41	3	1	45
BLOCK J	38		1	39
BLOCK K	10			10
BLOCK L	22			22
BLOCK M	11			11
BLOCK N	5			5
BLOCK O	10	1		11
BLOCK P	34		1	35
BLOCK Q	34		2	36
BLOCK R	16	3		19
BLOCK S	26	1	1	28
BLOCK T	34		1	35
BLOCK U	34		1	35
TOTAL	464	9	10	483

LOT SUMMARY					
	SINGLE FAMILY	OPEN SPACE LOTS	GREENLINK LOTS	TOTAL ROW ACREAGE	TOTAL ACREAGE
PHASE 1	103	0	2	6.16	23.67
PHASE 2	114	3	2	7.02	35.99
PHASE 3	134	4	2	6.86	32.12
PHASE 4	113	2	4	6.01	27.19
MINOR ARTERIAL ROW DEDICATION				3.34	
TOTAL	464	9	10	29.39	118.97

LAND USE SUMMARY		
	ACREAGE	LOTS
RIGHT-OF-WAY (INTERNAL)	26.06	
MINOR ARTERIAL ROW DEDICATION	3.34	
TOTAL SINGLE FAMILY LOTS	74.17	464
TOTAL OPEN SPACE LOTS	14.72	9
TOTAL GREENLINK LOTS	0.68	10
TOTAL	118.97	483

STREET SUMMARY				
STREET	LENGTH (LINEAR FEET-LF)	CLASSIFICATION	ROW WIDTH (LF)	PAVING WIDTH (LF)
ALAMITO CREEK DRIVE	964'	RESIDENTIAL LOCAL STREET	55'	30'
ANGELINA RIVER RUN	432'	RESIDENTIAL LOCAL STREET	55'	30'
BARTON SPRINGS COVE	330'	RESIDENTIAL LOCAL STREET	55'	30'
BOSQUE RIVER TRAIL	964'	RESIDENTIAL LOCAL STREET	55'	30'
CANADIAN RIVER TRAIL	964'	RESIDENTIAL LOCAL STREET	55'	30'
CONCHO RIVER DRIVE	2334'	RESIDENTIAL LOCAL STREET	55'	30'
ELM CREEK DRIVE	1505'	RESIDENTIAL LOCAL STREET	55'	30'
JAMES RIVER DRIVE	2039'	RESIDENTIAL LOCAL STREET	55'	30'
KRAUSE SPRINGS DRIVE	972'	RESIDENTIAL LOCAL STREET	55'	30'
MADERA CANYON TRAIL	315'	RESIDENTIAL LOCAL STREET	55'	30'
NOLAN RIVER ROAD	964'	RESIDENTIAL LOCAL STREET	55'	30'
PEDERNALES LANE	2334'	RESIDENTIAL LOCAL STREET	55'	30'
POSSUM KINGDOM LANE	964'	RESIDENTIAL LOCAL STREET	55'	30'
KAATZ LANE	1699'	RESIDENTIAL COLLECTOR	69'	44'
PEASE RIVER WAY	1175'	RESIDENTIAL LOCAL STREET	55'	30'
PEASE RIVER WAY	1922'	RESIDENTIAL COLLECTOR	69'	44'
TOTAL	19877'			

NO. REVISION

DATE

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N. MOORE AVE., SUITE 300 | AUSTIN, TX 78758 | 512.454.8711
TSP# FIRM REGISTRATION #470 | TSP#S FIRM REGISTRATION #1008801

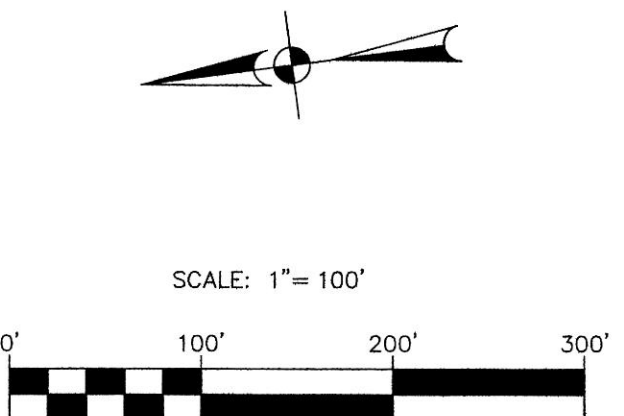
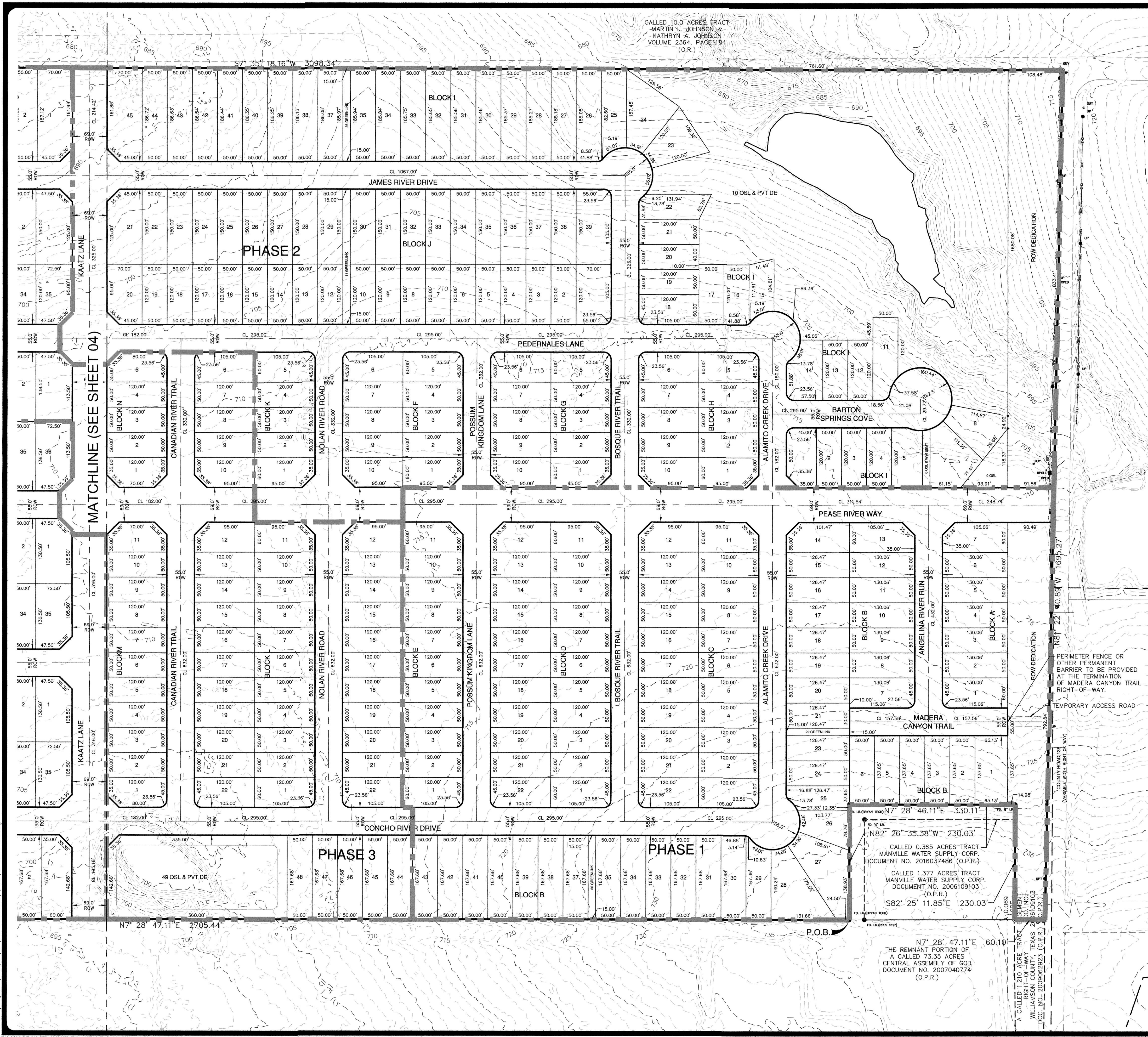
RIVERWALK SOUTH PRELIMINARY PLAT
CITY OF HUTTO, TEXAS

OVERALL PRELIMINARY PLAN

CITY NO. 1613-PLAT
JOB NO. 51061-00
DATE JULY 2019
DESIGNER CR, AC
CHECKED DRAWN CR

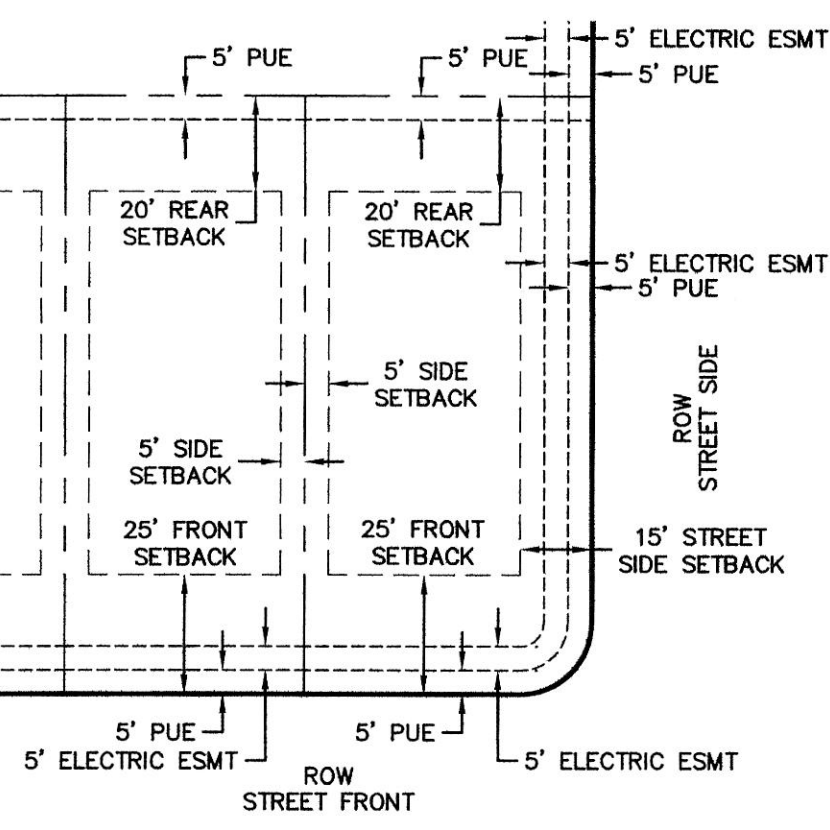
SHEET 02 OF 10

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LEGEND	
	BOUNDARY LINE
	PHASE LINE
	RIGHT-OF-WAY
	ROAD CENTER LINE (CL)
	LOT LINE
	EASEMENT (ESMT)
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	SURVEY MONUMENTATION FOUND
	OPEN SPACE LOT
	PRIVATE DRAINAGE EASEMENT
	WASTEWATER EASEMENT
	O.P.R.
	O.R.
	P.O.B.

- NOTES**
1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
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 3. SIDEWALKS ADJACENT TO SINGLE FAMILY LOTS ARE TO BE CONSTRUCTED CONCURRENTLY WITH EACH SINGLE FAMILY HOUSE.
 4. SIDEWALKS ADJACENT TO PUBLIC SPACES ARE TO BE CONSTRUCTED WITH THESE SUBDIVISION IMPROVEMENTS.



PUBLIC UTILITY EASEMENT (PUE) AND SINGLE FAMILY LOT SETBACK DETAIL
SCALE: 1" = 40'

Received 7/31/19
Hutto CITY OF HUTTO

NO. 1613-PLAT

REVISION

DATE

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
18001 N. MOPE EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBP# FIRM REGISTRATION #470 | TBP#S FIRM REGISTRATION #10088601

RIVERWALK SOUTH PRELIMINARY PLAT
CITY OF HUTTO, TEXAS

DIMENSION CONTROL (1 OF 2)

CITY NO. 1613-PLAT

JOB NO. 51061-00

DATE JULY 2019

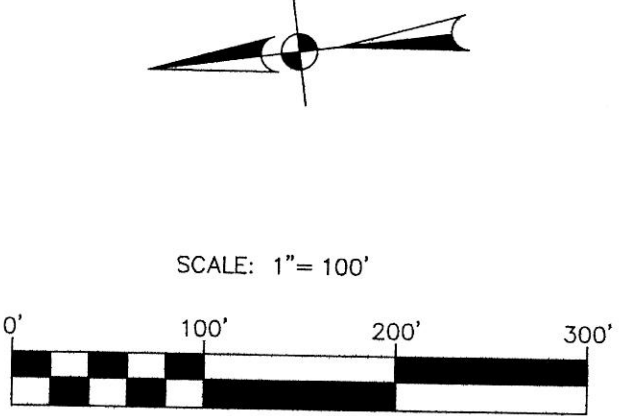
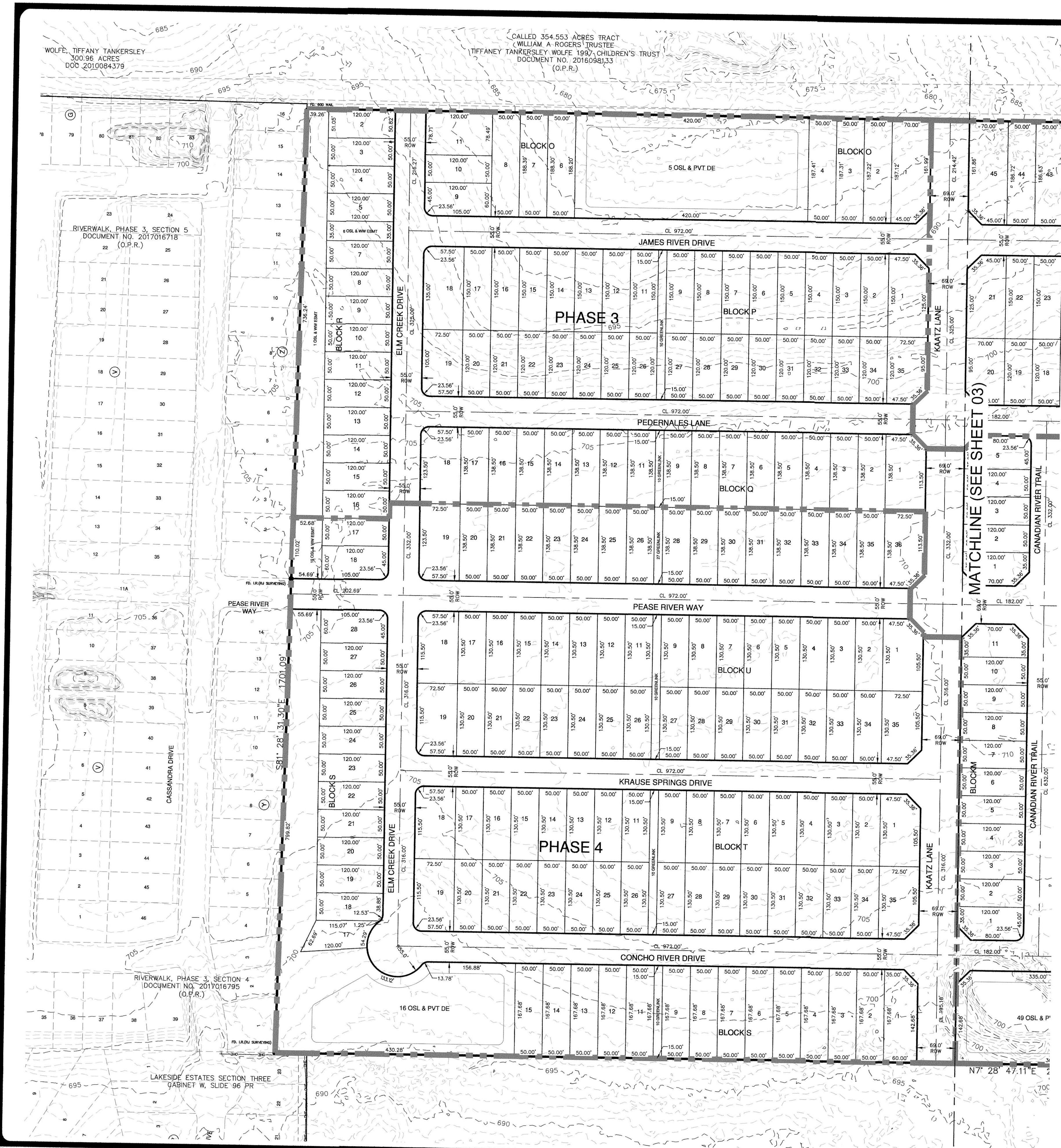
DESIGNER CR, AC

CHECKED DRAWN CR

SHEET 03 OF 10

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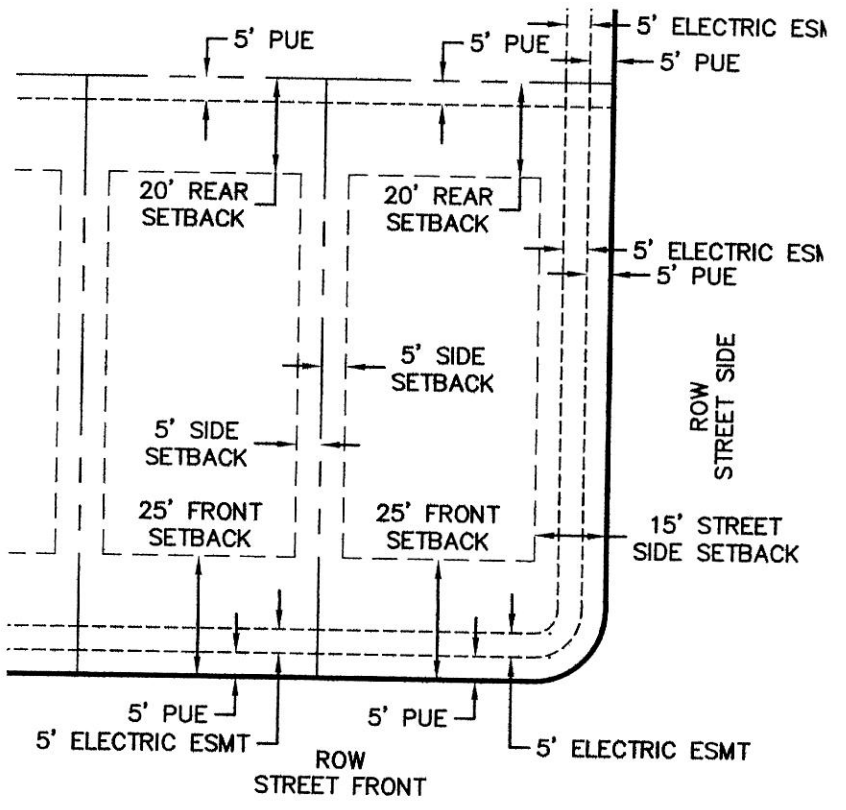
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LEGEND	
	BOUNDARY LINE
	PHASE LINE
	RIGHT-OF-WAY
	ROAD CENTER LINE (CL)
	LOT LINE
	EASEMENT (ESMT)
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	1/2" IR. SURVEY MONUMENT FOUND
	OSL OPEN SPACE LOT
	PVT DE PRIVATE DRAINAGE EASEMENT
	WW ESMT WASTEWATER EASEMENT
	O.P.R. OPEN PUBLIC RECORDS OF WILLIAMSON COUNTY, TX
	O.R. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TX
	P.O.B. POINT OF BEGINNING

NOTES

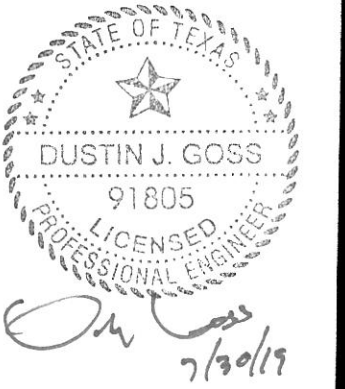
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PUBLIC UTILITY EASEMENT (PUE) AND SINGLE FAMILY LOT SETBACK DETAIL
SCALE: 1" = 40'

Received 7/31/19
Hutto CITY OF

NO.	REVISION	DATE



PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10001 W. MIDWAY EXP., BLDG. 3, STE. 200 | AUSTIN, TX 78759 | 512.454.8711
*TPE FIRM REGISTRATION #470 | TPELS FIRM REGISTRATION #1002801

RIVERWALK SOUTH PRELIMINARY PLAT
CITY OF HUTTO, TEXAS

DIMENSION CONTROL (2 OF 2)

CITY NO.	1613-PLAT
JOB NO.	51061-00
DATE	JULY 2019
DESIGNER	CR, AC
CHECKED	CR
DRAWN	CR
SHEET	04 OF 10

LOT TABLE			
PHASE, TYPE	LOT No.	BLOCK	SQFT
PH 1 SF	1	BLOCK A	7756
PH 1 SF	2	BLOCK A	6503
PH 1 SF	3	BLOCK A	6503
PH 1 SF	4	BLOCK A	6503
PH 1 SF	5	BLOCK A	6503
PH 1 SF	6	BLOCK A	6503
PH 1 SF	7	BLOCK A	7491

LOT TABLE			
PHASE, TYPE	LOT No.	BLOCK	SQFT
PH 1 SF	1	BLOCK B	8965
PH 1 SF	2	BLOCK B	6883
PH 1 SF	3	BLOCK B	6883
PH 1 SF	4	BLOCK B	6883
PH 1 SF	5	BLOCK B	6883
PH 1 SF	6	BLOCK B	6883
PH 1 SF	7	BLOCK B	7756
PH 1 SF	8	BLOCK B	6503
PH 1 SF	9	BLOCK B	6503
PH 1 SF	10	BLOCK B	6503
PH 1 SF	11	BLOCK B	6503
PH 1 SF	12	BLOCK B	6503
PH 1 SF	13	BLOCK B	7491
PH 1 SF	14	BLOCK B	7276
PH 1 SF	15	BLOCK B	6324
PH 1 SF	16	BLOCK B	6324
PH 1 SF	17	BLOCK B	6324
PH 1 SF	18	BLOCK B	6324
PH 1 SF	19	BLOCK B	6324
PH 1 SF	20	BLOCK B	6324
PH 1 SF	21	BLOCK B	6324
PH 1 LINK	22	BLOCK B	1897
PH 1 SF	23	BLOCK B	6324
PH 1 SF	24	BLOCK B	6324
PH 1 SF	25	BLOCK B	5969

LOT TABLE			
PHASE, TYPE	LOT No.	BLOCK	SQFT
PH 1 SF	26	BLOCK B	6061
PH 1 SF	27	BLOCK B	12122
PH 1 SF	28	BLOCK B	12072
PH 1 SF	29	BLOCK B	7515
PH 1 SF	30	BLOCK B	8384
PH 1 SF	31	BLOCK B	8384
PH 1 SF	32	BLOCK B	8384
PH 1 SF	33	BLOCK B	8384
PH 1 SF	34	BLOCK B	8384
PH 1 SF	35	BLOCK B	8384
PH 1 LINK	36	BLOCK B	2515
PH 1 SF	37	BLOCK B	8384
PH 1 SF	38	BLOCK B	8384
PH 1 SF	39	BLOCK B	8384
PH 1 SF	40	BLOCK B	8384
PH 1 SF	41	BLOCK B	8384
PH 1 SF	42	BLOCK B	8384
PH 1 SF	43	BLOCK B	8384
PH 3 SF	44	BLOCK B	8384
PH 3 SF	45	BLOCK B	8384
PH 3 SF	46	BLOCK B	8384
PH 3 SF	47	BLOCK B	8384
PH 3 SF	48	BLOCK B	8384
PH 3 OPEN	49	BLOCK B	60054

LOT TABLE			
PHASE, TYPE	LOT No.	BLOCK	SQFT
PH 1 SF	1	BLOCK C	7152
PH 1 SF	2	BLOCK C	6000
PH 1 SF	3	BLOCK C	6000
PH 1 SF	4	BLOCK C	6000
PH 1 SF	5	BLOCK C	6000
PH 1 SF	6	BLOCK C	6000
PH 1 SF	7	BLOCK C	6000
PH 1 SF	8	BLOCK C	6000
PH 1 SF	9	BLOCK C	6000
PH 1 SF	10	BLOCK C	6000
PH 1 SF	11	BLOCK C	6888
PH 1 SF	12	BLOCK C	6888
PH 1 SF	13	BLOCK C	6000
PH 1 SF	14	BLOCK C	6000
PH 1 SF	15	BLOCK C	6000
PH 1 SF	16	BLOCK C	6000
PH 1 SF	17	BLOCK C	6000
PH 1 SF	18	BLOCK C	6000
PH 1 SF	19	BLOCK C	6000
PH 1 SF	20	BLOCK C	6000
PH 1 SF	21	BLOCK C	6000
PH 1 SF	22	BLOCK C	7152

LOT TABLE			
PHASE, TYPE	LOT No.	BLOCK	SQFT
PH 1 SF	1	BLOCK D	7152
PH 1 SF	2	BLOCK D	6000
PH 1 SF	3	BLOCK D	6000
PH 1 SF	4	BLOCK D	6000
PH 1 SF	5	BLOCK D	6000
PH 1 SF	6	BLOCK D	6000
PH 1 SF	7	BLOCK D	6000
PH 1 SF	8	BLOCK D	6000
PH 1 SF	9	BLOCK D	6000
PH 1 SF	10	BLOCK D	6000
PH 1 SF	11	BLOCK D	6888
PH 1 SF	12	BLOCK D	6888
PH 1 SF	13	BLOCK D	6000
PH 1 SF	14	BLOCK D	6000
PH 1 SF	15	BLOCK D	6000
PH 1 SF	16	BLOCK D	6000
PH 1 SF	17	BLOCK D	6000
PH 1 SF	18	BLOCK D	6000
PH 1 SF	19	BLOCK D	6000
PH 1 SF	20	BLOCK D	6000
PH 1 SF	21	BLOCK D	6000
PH 1 SF	22	BLOCK D	7152

LOT TABLE			
PHASE, TYPE	LOT No.	BLOCK	SQFT
PH 1 SF	1	BLOCK E	7152
PH 1 SF	2	BLOCK E	6000
PH 1 SF	3	BLOCK E	6000
PH 1 SF	4	BLOCK E	6000
PH 1 SF	5	BLOCK E	6000
PH 1 SF	6	BLOCK E	6000
PH 1 SF	7	BLOCK E	6000
PH 1 SF	8	BLOCK E	6000
PH 1 SF	9	BLOCK E	6000
PH 1 SF	10	BLOCK E	6000
PH 1 SF	11	BLOCK E	6888
PH 3 SF	12	BLOCK E	6888
PH 3 SF	13	BLOCK E	6000
PH 3 SF	14	BLOCK E	6000
PH 3 SF	15	BLOCK E	6000
PH 3 SF	16	BLOCK E	6000
PH 3 SF	17	BLOCK E	6000
PH 3 SF	18	BLOCK E	6000
PH 3 SF	19	BLOCK E	6000
PH 3 SF	20	BLOCK E	6000
PH 3 SF	21	BLOCK E	6000
PH 3 SF	22	BLOCK E	7152

LOT TABLE			
PHASE, TYPE	LOT No.	BLOCK	SQFT
PH 2 SF	1	BLOCK F	6887
PH 2 SF	2	BLOCK F	6000
PH 2 SF	3	BLOCK F	6000
PH 2 SF	4	BLOCK F	6000
PH 2 SF	5	BLOCK F	7152
PH 2 SF	6	BLOCK F	7152
PH 2 SF	7	BLOCK F	6000
PH 2 SF	8	BLOCK F	6000
PH 2 SF	9	BLOCK F	6000
PH 2 SF	10	BLOCK F	6888

LOT TABLE			
PHASE, TYPE	LOT No.	BLOCK	SQFT
PH 2 SF	1	BLOCK G	6888
PH 2 SF	2	BLOCK G	6000
PH 2 SF	3	BLOCK G	6000
PH 2 SF	4	BLOCK G	6000
PH 2 SF	5	BLOCK G	7152
PH 2 SF	6	BLOCK G	7152
PH 2 SF	7	BLOCK G	6000
PH 2 SF	8	BLOCK G	6000
PH 2 SF	9	BLOCK G	6000
PH 2 SF	10	BLOCK G	6888

LOT TABLE			
PHASE, TYPE	LOT No.	BLOCK	SQFT
PH 2 SF	1	BLOCK H	6887
PH 2 SF	2	BLOCK H	6000
PH 2 SF	3	BLOCK H	6000
PH 2 SF	4	BLOCK H	6000
PH 2 SF	5	BLOCK H	7152
PH 2 SF	6	BLOCK H	7152
PH 2 SF	7	BLOCK H	6000
PH 2 SF	8	BLOCK H	6000
PH 2 SF	9	BLOCK H	6000
PH 2 SF	10	BLOCK H	6888

LOT TABLE			
PHASE, TYPE	LOT No.	BLOCK	SQFT
PH 2 SF	1	BLOCK I	6839
PH 2 SF	2	BLOCK I	6000
PH 2 SF	3	BLOCK I	6000
PH 2 SF	4	BLOCK I	6000
PH 2 SF	5	BLOCK I	7273
PH 2 OPEN	6	BLOCK I	1739
PH 2 SF	7	BLOCK I	9519
PH 2 SF	8	BLOCK I	7929
PH 2 OPEN	9	BLOCK I	5558
PH 2 OPEN	10	BLOCK I	340932
PH 2 SF	11	BLOCK I	7881
PH 2 SF	12	BLOCK I	6000
PH 2 SF	13	BLOCK I	6000
PH 2 SF	14	BLOCK I	7782
PH 2 SF	15	BLOCK I	5308
PH 2 SF	16	BLOCK I	5994
PH 2 SF	17	BLOCK I	6000
PH 2 SF	18	BLOCK I	7152
PH 2 SF	19	BLOCK I	6000
PH 2 SF	20	BLOCK I	6000
PH 2 SF	21	BLOCK I	6000
PH 2 SF	22	BLOCK I	6537
PH 2 SF	23	BLOCK I	8130
PH 2 SF	24	BLOCK I	10187
PH 2 SF	25	BLOCK I	8247
PH 2 SF	26	BLOCK I	9246
PH 2 SF	27	BLOCK I	9257
PH 2 SF	28	BLOCK I	9261
PH 2 SF	29	BLOCK I	9266
PH 2 SF	30	BLOCK I	9271
PH 2 SF	31	BLOCK I	9276
PH 2 SF	32	BLOCK I	9280
PH 2 SF	33	BLOCK I	9285
PH 2 SF	34	BLOCK I	9290
PH 2 SF	35	BLOCK I	9295
PH 2 LINK	36	BLOCK I	2789
PH 2 SF	37	BLOCK I	9301
PH 2 SF	38	BLOCK I	9305
PH 2 SF	39	BLOCK I	9310
PH 2 SF	40	BLOCK I	9315
PH 2 SF	41	BLOCK I	9320
PH 2 SF	42	BLOCK I	9324
PH 2 SF	43	BLOCK I	9329
PH 2 SF	44	BLOCK I	9334
PH 2 SF	45	BLOCK I	12763

LOT TABLE			
PHASE, TYPE	LOT No.	BLOCK	SQFT
PH 2 SF	1	BLOCK J	8352
PH 2 SF	2	BLOCK J	6000
PH 2 SF	3	BLOCK J	6000
PH 2 SF	4	BLOCK J	6000
PH 2 SF	5	BLOCK J	6000
PH 2 SF	6	BLOCK J	6000
PH 2 SF	7	BLOCK J	6000
PH 2 SF	8	BLOCK J	6000
PH 2 SF	9	BLOCK J	6000
PH 2 SF	10	BLOCK J	6000
PH 2 LINK	11	BLOCK J	4050
PH 2 SF	12	BLOCK J	6000
PH 2 SF	13	BLOCK J	6000
PH 2 SF	14	BLOCK J	6000
PH 2 SF	15	BLOCK J	6000
PH 2 SF	16	BLOCK J	6000
PH 2 SF	17	BLOCK J	6000
PH 2 SF	18	BLOCK J	6000
PH 2 SF	19	BLOCK J	6000
PH 2 SF	20	BLOCK J	8087
PH 2 SF	21	BLOCK J	10187
PH 2 SF	22	BLOCK J	7500
PH 2 SF	23	BLOCK J	7500
PH 2 SF	24	BLOCK J	7500
PH 2 SF	25	BLOCK J	7500
PH 2 SF	26	BLOCK J	7500
PH 2 SF	27	BLOCK J	7500
PH 2 SF	28	BLOCK J	7500
PH 2 SF	29	BLOCK J	7500
PH 2 SF	30	BLOCK J	7500
PH 2 SF	31	BLOCK J	7500
PH 2 SF	32	BLOCK J	7500
PH 2 SF	33	BLOCK J	7500
PH 2 SF	34	BLOCK J	7500
PH 2 SF	35	BLOCK J	7500
PH 2 SF	36	BLOCK J	7500
PH 2 SF	37	BLOCK J	7500
PH 2 SF	38	BLOCK J	7500
PH 2 SF	39	BLOCK J	10452

LOT TABLE			
PHASE, TYPE	LOT No.	BLOCK	SQFT
PH 2 SF	1	BLOCK K	6888
PH 2 SF	2	BLOCK K	6000
PH 2 SF	3	BLOCK K	6000
PH 2 SF	4	BLOCK K	6000
PH 2 SF	5	BLOCK K	7152
PH 3 SF	6	BLOCK K	7152
PH 3 SF	7	BLOCK K	6000
PH 3 SF	8	BLOCK K	6000
PH 3 SF	9	BLOCK K	6000
PH 3 SF	10	BLOCK K	6888

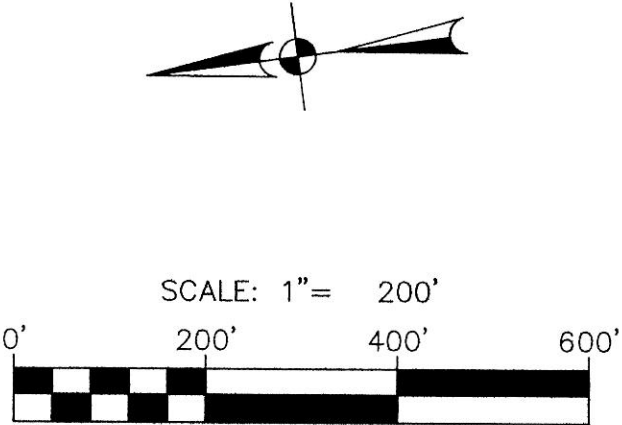
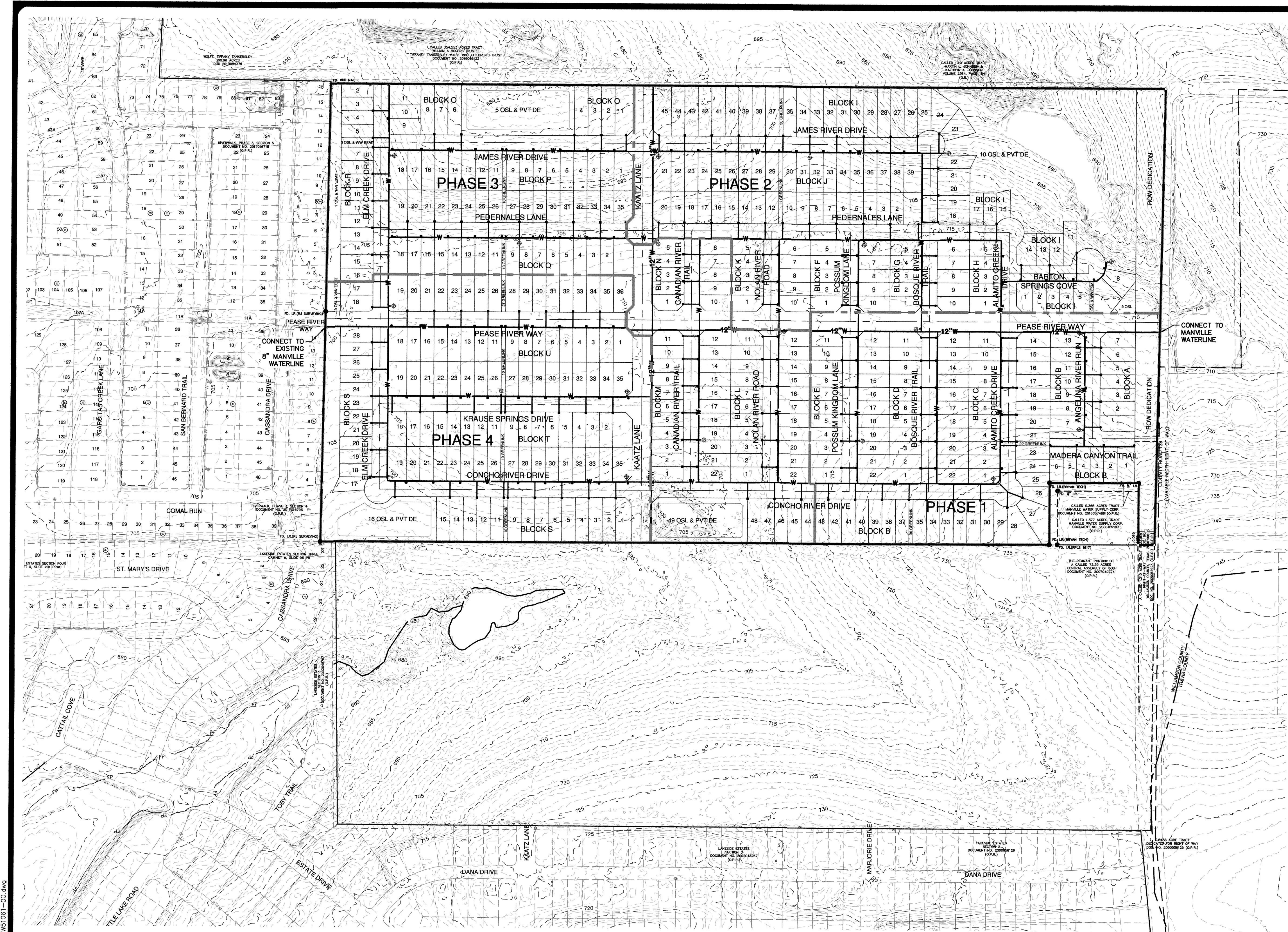
LOT TABLE			
PHASE, TYPE	LOT No.	BLOCK	SQFT
PH 3 SF	1	BLOCK L	7152
PH 3 SF	2	BLOCK L	6000
PH 3 SF	3	BLOCK L	6000
PH 3 SF	4	BLOCK L	6000
PH 3 SF	5	BLOCK L	6000
PH 3 SF	6	BLOCK L	6000
PH 3 SF	7	BLOCK L	6000
PH 3 SF	8	BLOCK L	6000
PH 3 SF	9	BLOCK L	6000
PH 3 SF	10	BLOCK L	6000
PH 3 SF	11	BLOCK L	6888
PH 3 SF	12	BLOCK L	6888
PH 3 SF	13	BLOCK L	6000
PH 3 SF	14	BLOCK L	6000
PH 3 SF	15	BLOCK L	6000
PH 3 SF	16	BLOCK L	6000
PH 3 SF	17	BLOCK L	6000
PH 3 SF	18	BLOCK L	6000
PH 3 SF	19	BLOCK L	6000
PH 3 SF	20	BLOCK L	6000
PH 3 SF	21	BLOCK L	6000
PH 3 SF	22	BLOCK L	7152

LOT TABLE			
PHASE, TYPE	LOT No.	BLOCK	SQFT
PH 3 SF	1	BLOCK M	6839
PH 3 SF	2	BLOCK M	6000
PH 3 SF	3	BLOCK M	6000
PH 3 SF	4	BLOCK M	6000
PH 3 SF	5	BLOCK M	6000
PH 3 SF	6	BLOCK M	6000
PH 3 SF	7	BLOCK M	6000
PH 3 SF	8	BLOCK M	6000
PH 3 SF	9	BLOCK M	6000
PH 3 SF	10	BLOCK M	6000
PH 3 SF	11	BLOCK M	6575

LOT TABLE			
PHASE, TYPE	LOT No.	BLOCK	SQFT
PH 3 SF	1	BLOCK N	6575
PH 3 SF	2	BLOCK N	6000
PH 3 SF	3	BLOCK N	6000
PH 3 SF	4	BLOCK N	6000
PH 3 SF	5	BLOCK N	6839

LOT TABLE			
PHASE, TYPE	LOT No.	BLOCK	SQFT
PH 3 SF	1	BLOCK P	10563
PH 3 SF	2	BLOCK P	7500
PH 3 SF	3	BLOCK P	7500
PH 3 SF	4	BLOCK P	7500
PH 3 SF	5	BLOCK P	7500
PH 3 SF	6	BLOCK P	7500
PH 3 SF	7	BLOCK P	7500
PH 3 SF	8	BLOCK P	7500
PH 3 SF	9	BLOCK P	7500
PH 3 LINK	10	BLOCK P	4050
PH 3 SF	11	BLOCK P	7500
PH 3 SF	12	BLOCK P	7500
PH 3 SF	13	BLOCK P	7500
PH 3 SF	14	BLOCK P	

Date: Jul 30, 2019, 1:21pm User ID: ACastaneda
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LEGEND

- BOUNDARY LINE
- PHASE LINE
- RIGHT-OF-WAY (ROW)
- ROAD CENTER LINE (CL)
- LOT LINE
- EASEMENT (ESMT)
- 12" WATER LINE
- 8" WATER LINE
- WATER DOUBLE SERVICE
- WATER SINGLE SERVICE
- FIRE HYDRANT
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING 100 YR FEMA FLOODPLAIN
- SURVEY MONUMENTATION FOUND
- OPEN SPACE LOT
- PRIVATE DRAINAGE EASEMENT
- WASTEWATER EASEMENT

NOTES

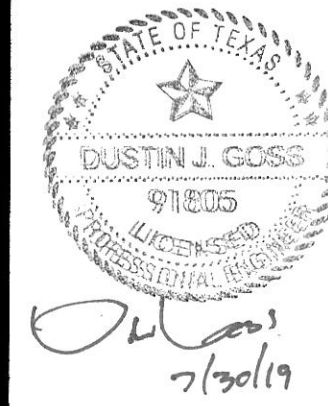
1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
2. EXISTING ONE FOOT CONTOURS ARE A COMPOSITE OF TNRIS 2017 LIDAR, PAPE-DAWSON ENGINEERS AERIAL LIDAR SURVEY CONDUCTED MAY 2018, AND PAPE-DAWSON ENGINEERS TOPOGRAPHIC SURVEY CONDUCTED MARCH 2019.
3. SEPARATION BETWEEN WASTEWATER MAINS AND OTHER UTILITIES SHALL BE IN ACCORDANCE WITH THE RULES AND REGULATIONS ADOPTED BY THE TCEQ.
4. ALL WATER LINES ARE 8" UNLESS OTHERWISE NOTED.

Received 7/31/19



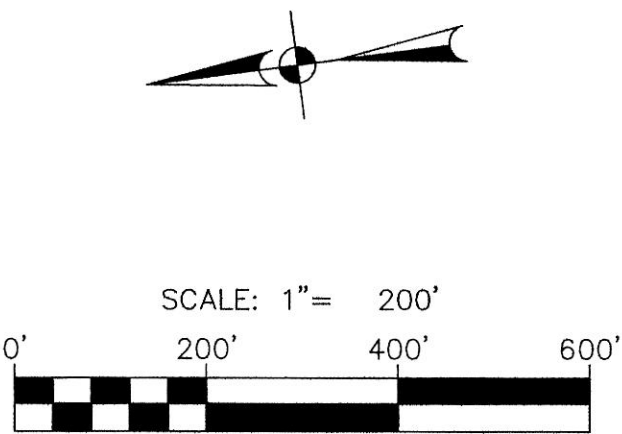
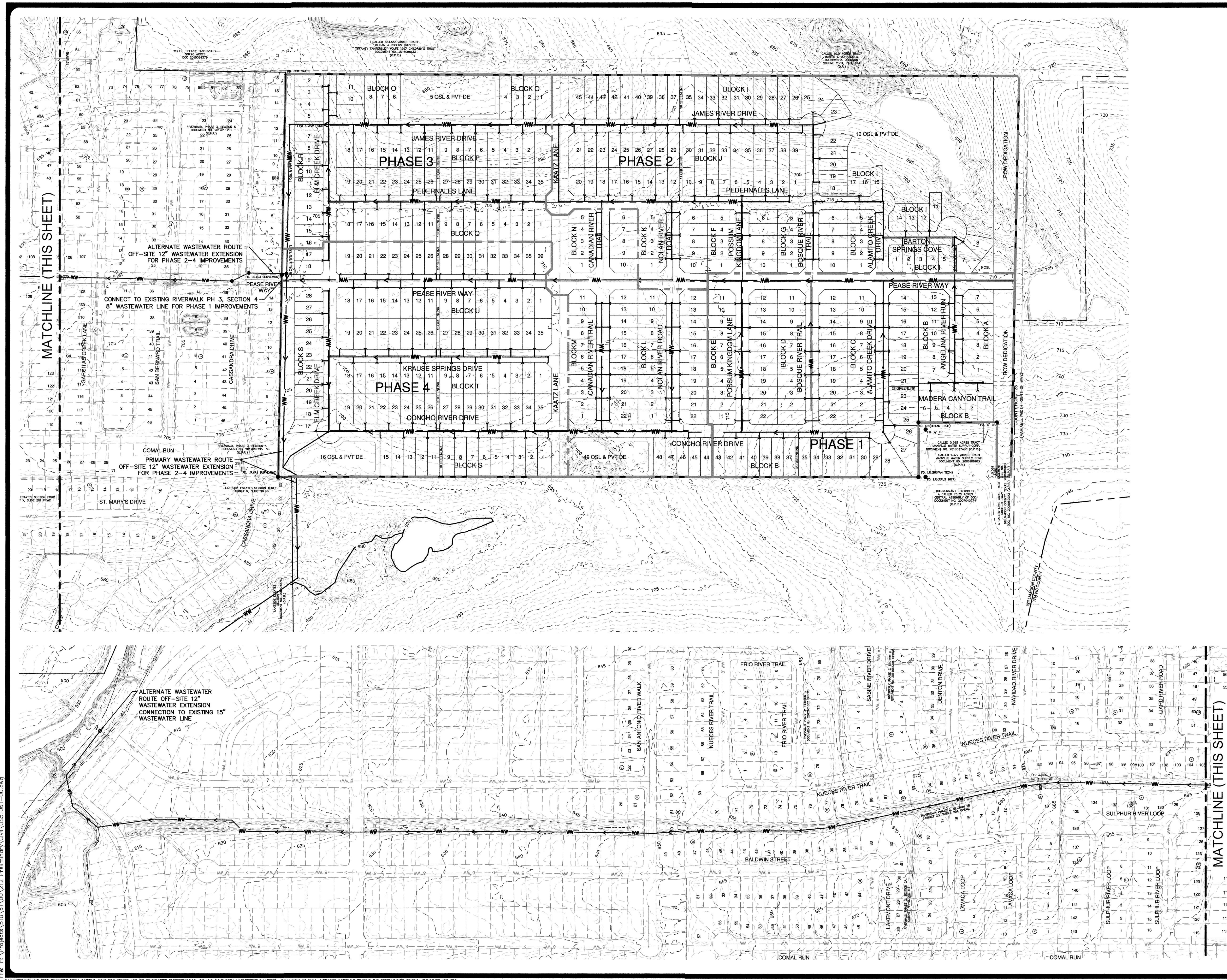
RIVERWALK SOUTH PRELIMINARY PLAT
CITY OF HUTTO, TEXAS
OVERALL WATER DISTRIBUTION PLAN

CITY NO. 1613-PLAT
JOB NO. 51061-00
DATE JULY 2019
DESIGNER CR, AC
CHECKED *[Signature]* DRAWN CR
SHEET 06 OF 10



PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
AUSTIN | 10801 N. MOPAC EXPY., BLDG. 3, STE. 200 | AUSTIN, TX 78759 | 512.654.0711
TBBE FIRM REGISTRATION #470 | TBBE FIRM REGISTRATION #1028801

Date: Jul 30, 2019, 1:22pm User ID: Acastaneda
File: P:\Projects\31613\31613-122 Preliminary\31613-122.dwg



LEGEND

- BOUNDARY LINE
- PHASE LINE
- RIGHT-OF-WAY (ROW)
- ROAD CENTER LINE (CL)
- LOT LINE
- EASEMENT (ESMT)
- WASTEWATER PIPE & MANHOLE
- WASTEWATER DOUBLE SERVICE
- WASTEWATER SINGLE SERVICE
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING 100 YR FEMA FLOODPLAIN
- SURVEY MONUMENTATION FOUND
- OPEN SPACE LOT
- PVT DE
- PRIVATE DRAINAGE EASEMENT
- WASTEWATER EASEMENT

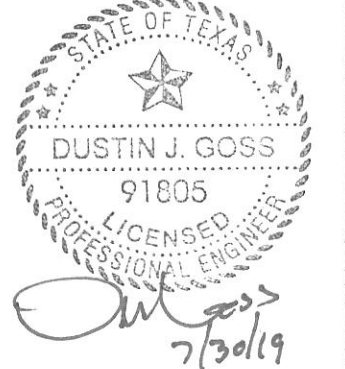
NOTES

- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
- EXISTING ONE FOOT CONTOURS ARE A COMPOSITE OF TNRIS 2017 LIDAR, PAPE-DAWSON ENGINEERS AERIAL LIDAR SURVEY CONDUCTED MAY 2018, AND PAPE-DAWSON ENGINEERS TOPOGRAPHIC SURVEY CONDUCTED MARCH 2019.
- SEPARATION BETWEEN WASTEWATER MAINS AND OTHER UTILITIES SHALL BE IN ACCORDANCE WITH THE RULES AND REGULATIONS ADOPTED BY THE TCEQ.
- ALL GRAVITY WASTEWATER LINES ARE 8" UNLESS OTHERWISE NOTED.
- PRIMARY WASTEWATER SERVICE SHALL BE PROVIDED VIA AN OFFSITE WASTEWATER LINE TO BE DESIGNED, CONSTRUCTED, OPERATIONAL AND STUBBED TO THIS PROPERTY IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO, TEXAS AND P4 RE MANAGEMENT, LLC, EFFECTIVE JUNE 19, 2019. ALTERNATE WASTEWATER SERVICE SHALL BE PROVIDED VIA AN OFFSITE WASTEWATER LINE THROUGH THE RIVERWALK SUBDIVISION AS INDICATED IN THIS PRELIMINARY PLAN. THE ALTERNATE WASTEWATER OPTION SHALL BE AVAILABLE TO THE DEVELOPER IF THE PRIMARY WASTEWATER SERVICE OPTION IS NOT OPERATIONAL BY THE DATE SET FORTH IN THE DEVELOPMENT AGREEMENT AND/OR PRIOR TO DEVELOPMENT OF PHASE 2 OF THIS PRELIMINARY PLAN.

Received 7/31/19



NO.	REVISION	DATE



PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N. MOPEC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBP# FIRM REGISTRATION #4470 | TBP#S FIRM REGISTRATION #1008661

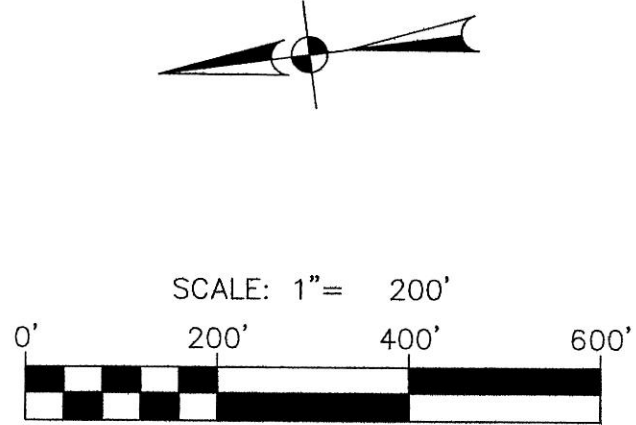
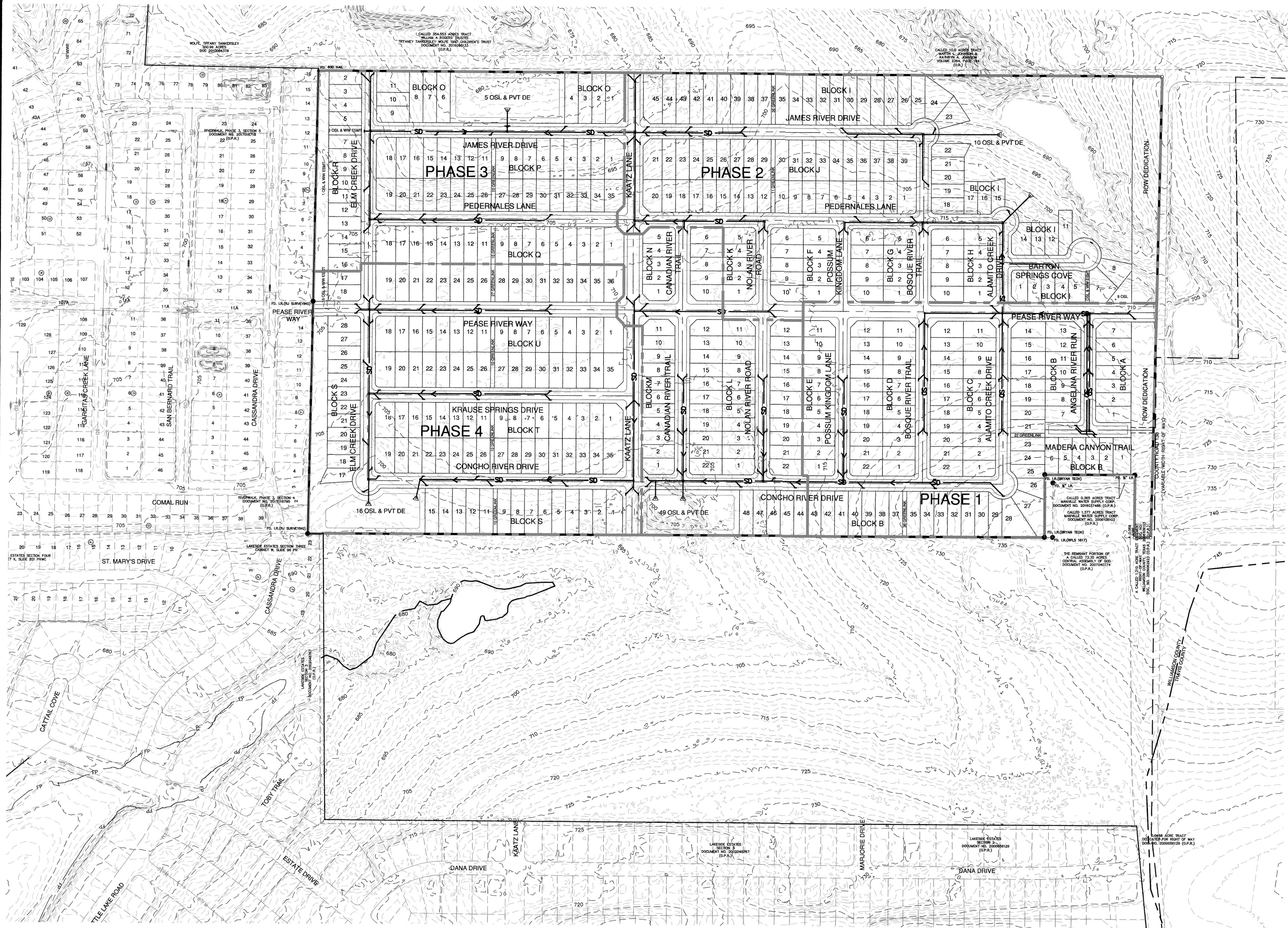
RIVERWALK SOUTH PRELIMINARY PLAT
CITY OF HUTTO, TEXAS
OVERALL WASTEWATER PLAN

CITY NO.	1613-PLAT
JOB NO.	51061-00
DATE	JULY 2019
DESIGNER	CR, AC
CHECKED	DR, CR

SHEET 07 OF 10

1613-PLAT

Date: Jul 30, 2019, 1:23pm User ID: ACastanedo
File: H:\Projects\510\510\00\212 Preliminary\Civil\051061-00.dwg



LEGEND

- BOUNDARY LINE
- PHASE LINE
- RIGHT-OF-WAY (ROW)
- ROAD CENTER LINE (CL)
- LOT LINE
- EASEMENT (ESMT)
- STORM DRAIN PIPE
- STORM DRAIN STRUCTURES
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING 100 YR FEMA FLOODPLAIN
- SURVEY MONUMENTATION FOUND
- OPEN SPACE LOT
- PVT DE
- PRIVATE DRAINAGE EASEMENT
- WASTEWATER EASEMENT

NOTES

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
2. EXISTING ONE FOOT CONTOURS ARE A COMPOSITE OF TNRIS 2017 LIDAR, PAPE-DAWSON ENGINEERS AERIAL LIDAR SURVEY CONDUCTED MAY 2018, AND PAPE-DAWSON ENGINEERS TOPOGRAPHIC SURVEY CONDUCTED MARCH 2019.

Received 7/31/19



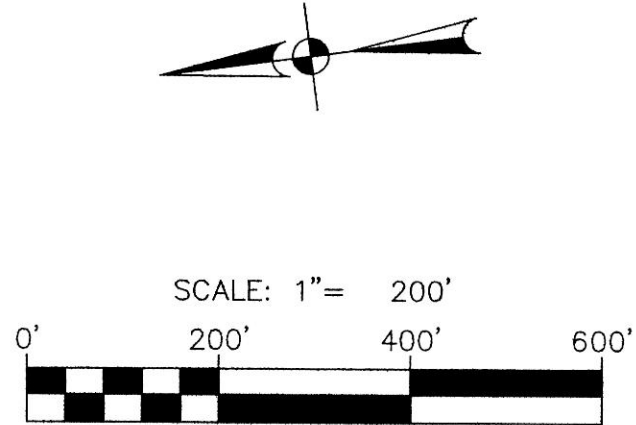
RIVERWALK SOUTH PRELIMINARY PLAT
CITY OF HUTTO, TEXAS
OVERALL STORM DRAIN PLAN

CITY NO. 1613-PLAT
JOB NO. 51061-00
DATE JULY 2019
DESIGNER CR, AC
CHECKED PL DRAWN CR
SHEET 08 OF 10



PAPE-DAWSON
ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
AUSTIN | N. MOPEC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.654.8711
TDE FIRM REGISTRATION #470 | TDE'S FIRM REGISTRATION #1028801



	BOUNDARY LINE
	PHASE LINE
	RIGHT-OF-WAY (ROW)
	ROAD CENTER LINE (CL)
	LOT LINE
	EASEMENT (ESMT)
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING 100 YR FEMA FLOODPLAIN
	BARBED WIRE FENCE
	POST & RAIL/HOG WIRE FENCE
	OVERHEAD ELECTRIC
	SURVEY MONUMENTATION FOUND
	UTILITY POLE & GUY WIRE
	COMMUNICATION, CABLE PEDESTAL
	ELECTRIC METER
	LAMP POST
	SANITARY SEWER CLEANOUT
	OPEN PUBLIC RECORDS OF WILLIAMSON COUNTY, TX
	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TX
	POINT OF BEGINNING

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
2. EXISTING FIELD COUNTOURS ARE A COMPOSITE OF THE 2011 PAPER-DAWSON ENGINEERS' AERIAL LIDAR SURVEY CONDUCTED MAY 2018, AND PAPER-DAWSON ENGINEERS TOPOGRAPHIC SURVEY CONDUCTED MARCH 2019.
3. FIELD SURVEY COMPLETED BY PAPER-DAWSON ENGINEERS ON FEBRUARY 12, 2019.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°28'47"E	60.10'
L2	S82°25'12"E	230.03'
L3	N07°28'46"E	330.11'
L4	N82°26'35"W	230.03'



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #100288601

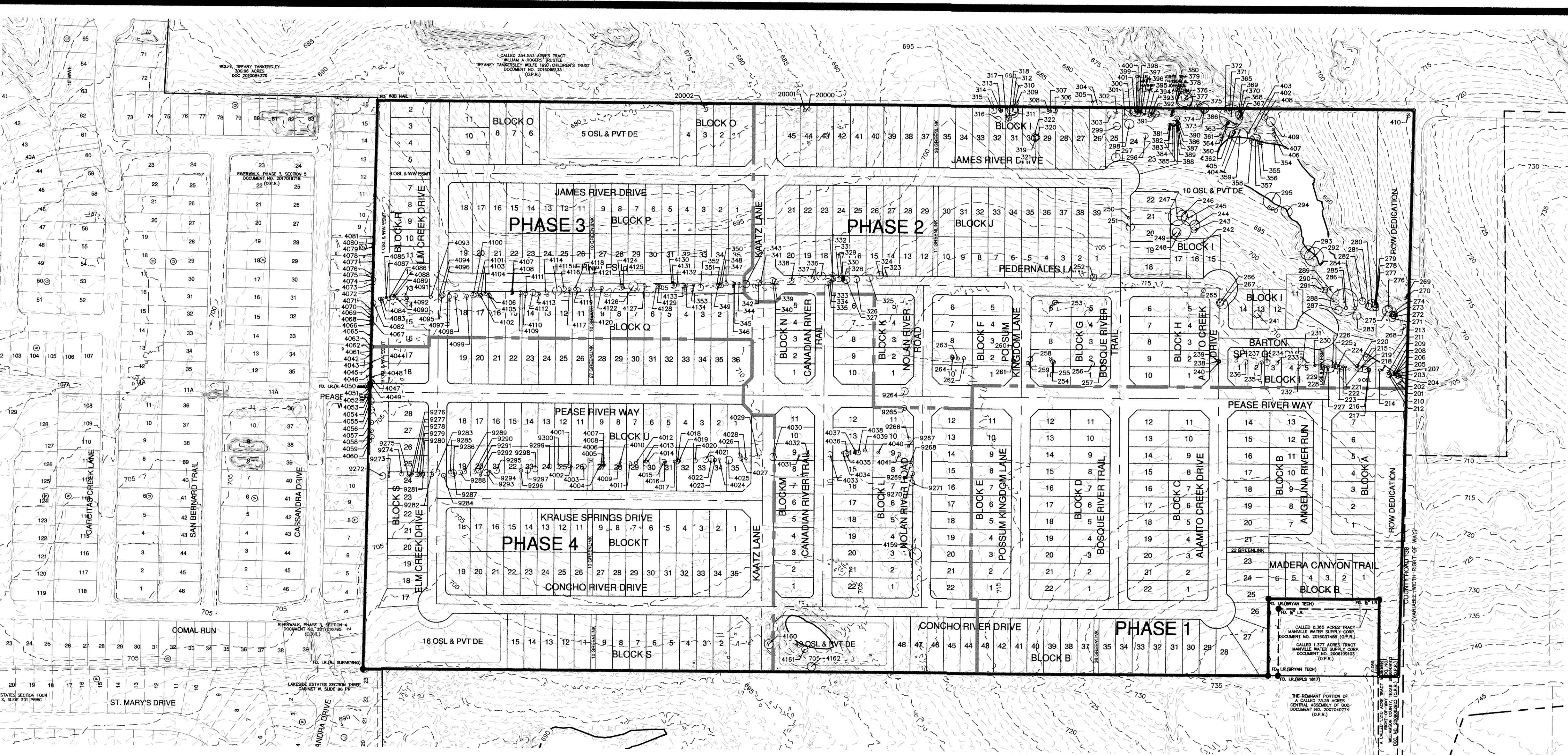
RIVERWALK SOUTH PRELIMINARY PLAT
CITY OF HUTTO, TEXAS

EXISTING CONDITIONS

Received 7/31/19



CITY NO. 1613-PLAT
JOB NO. 51061-00
DATE JULY 2019
DESIGNER CR, AC
CHECKED RL DRAWN CR
SHEET 09 OF 10



TREE TABLE	
POINT No.	TREE DESCRIPTION
201	8"HACKBERRY
202	12"HACKBERRY
203	16"HACKBERRY
204	6"HACKBERRY
205	7"HACKBERRY
206	6"HACKBERRY
207	9"HACKBERRY
208	5M"HACKBERRY
209	9"HACKBERRY
210	8"HACKBERRY
211	13"HACKBERRY
212	16"HACKBERRY
213	6"HACKBERRY
214	8"HACKBERRY
215	10"LIVE OAK
216	11"HACKBERRY
217	9"HACKBERRY
218	19"HACKBERRY
219	18M"HACKBERRY
220	10M"HACKBERRY
221	6"HACKBERRY
222	7"HACKBERRY
223	12"HACKBERRY
224	7"HACKBERRY
225	13M"HACKBERRY
226	9"HACKBERRY
227	8"HACKBERRY
228	20"WILLOW
229	8"HACKBERRY
230	7"HACKBERRY
231	20.5M"HACKBERRY
232	12"HACKBERRY
233	12"HACKBERRY

TREE TABLE	
POINT No.	TREE DESCRIPTION
234	18M"HACKBERRY
235	10.5M"HACKBERRY
236	14"HACKBERRY
237	13"HACKBERRY
238	11"HACKBERRY
239	8"HACKBERRY
240	9"HACKBERRY
241	11"LIVE OAK
242	9"HACKBERRY
243	9"LIVE OAK
244	15M"WILLOW
245	23"LIVE OAK
246	16M"WILLOW
247	27"LIVE OAK
248	32M"MULBERRY
249	13M"MULBERRY
250	8"HACKBERRY
251	25M"HACKBERRY
252	10"LIVE OAK
253	7"LIVE OAK
254	11"HACKBERRY
255	13.5M"HACKBERRY
256	14M"HACKBERRY
257	12"HACKBERRY
258	17M"HACKBERRY
259	11"HACKBERRY
260	11"HACKBERRY
261	11"HACKBERRY
262	10.5M"HACKBERRY
263	10"HACKBERRY
264	11"HACKBERRY
265	6"LIVE OAK
266	11M"CEDAR ELM

TREE TABLE	
POINT No.	TREE DESCRIPTION
267	15.5M"CEDAR ELM
268	7M"HACKBERRY
269	8"HACKBERRY
270	9"HACKBERRY
271	10M"WILLOW
272	7"WILLOW
273	9.5M"WILLOW
274	8.5M"WILLOW
275	15M"WILLOW
276	11M"WILLOW
277	9"WILLOW
278	9"WILLOW
279	8"WILLOW
280	17M"WILLOW
281	9.5M"WILLOW
282	10"WILLOW
283	24"HACKBERRY
284	10"HACKBERRY
285	10"HACKBERRY
286	41"WILLOW
287	23M"HACKBERRY
288	15"HACKBERRY
289	36"HACKBERRY
290	17"HACKBERRY
291	12"HACKBERRY
292	28"WILLOW
293	21"CEDAR ELM
294	17M"WILLOW
295	26M"WILLOW
296	16"HACKBERRY
297	13"WILLOW
298	14"WILLOW
299	11"WILLOW

TREE TABLE	
POINT No.	TREE DESCRIPTION
300	10"HACKBERRY
301	12"HACKBERRY
302	7"HACKBERRY
303	24.5M"HACKBERRY
304	14"LIVE OAK
305	7"HACKBERRY
306	14M"HACKBERRY
307	8"HACKBERRY
308	7"HACKBERRY
309	9"HACKBERRY
310	13.5M"MESSQUITE
311	19.5M"MESSQUITE
312	15.5M"MESSQUITE
313	11.5M"HACKBERRY
314	9"HACKBERRY
315	18M"HACKBERRY
316	18.5M"HACKBERRY
317	14"HACKBERRY
318	16.5M"HACKBERRY
319	19"HACKBERRY
320	12"HACKBERRY
321	18M"HACKBERRY
322	11"HACKBERRY
323	7"HACKBERRY
324	22.5M"HACKBERRY
325	22M"HACKBERRY
326	19M"HACKBERRY
327	22M"HACKBERRY
328	7"HACKBERRY
329	7"HACKBERRY
330	9"HACKBERRY
331	15M"HACKBERRY
332	15M"HACKBERRY

TREE TABLE	
POINT No.	TREE DESCRIPTION
333	9"HACKBERRY
334	7M"HACKBERRY
335	21M"HACKBERRY
336	26M"HACKBERRY
337	22"HACKBERRY
338	16"HACKBERRY
339	17"HACKBERRY
340	19"HACKBERRY
341	8"HACKBERRY
342	19M"HACKBERRY
343	22"HACKBERRY
344	7M"HACKBERRY
345	9"HACKBERRY
346	12"HACKBERRY
347	13"HACKBERRY
348	13"HACKBERRY
349	9"HACKBERRY
350	12"HACKBERRY
351	14M"HACKBERRY
352	19"HACKBERRY
353	7"HACKBERRY
354	12"HACKBERRY
355	11"HACKBERRY
356	13M"HACKBERRY
357	17.5M"WILLOW
358	14.5M"HACKBERRY
359	24M"WILLOW
360	6"HACKBERRY
361	7"HACKBERRY
362	14"WILLOW
363	7M"JAPANESE LIGUSTRUM
364	10M"JAPANESE LIGUSTRUM
365	35"WILLOW

TREE TABLE	
POINT No.	TREE DESCRIPTION
366	10.5M"JAPANESE LIGUSTRUM
367	11.5M"JAPANESE LIGUSTRUM
368	9"CEDAR ELM
369	10"CEDAR ELM
370	13"HACKBERRY
371	11.5M"JAPANESE LIGUSTRUM
372	7.5M"JAPANESE LIGUSTRUM
373	8"CEDAR ELM
374	14M"CEDAR ELM
375	9M"JAPANESE LIGUSTRUM
376	23.5M"CEDAR ELM
377	23.5M"CEDAR ELM
378	9"HACKBERRY
379	10M"HACKBERRY
380	8"HACKBERRY
381	9"HACKBERRY
382	7"HACKBERRY
383	8"HACKBERRY
384	9"HACKBERRY
385	15"HACKBERRY
386	9"HACKBERRY
387	15M"HACKBERRY
388	9"HACKBERRY
389	9"HACKBERRY
390	7"HACKBERRY
391	19"HACKBERRY
392	9"HACKBERRY
393	11.5M"HACKBERRY
394	14"HACKBERRY
395	6"HACKBERRY
396	13"HACKBERRY
397	8"HACKBERRY
398	10"HACKBERRY

TREE TABLE	
POINT No.	TREE DESCRIPTION
399	10"HACKBERRY
400	14M"HACKBERRY
401	13M"HACKBERRY
402	13"HACKBERRY
403	7"HACKBERRY
404	6"HACKBERRY
405	9M"HACKBERRY
406	11"HACKBERRY
407	8"HACKBERRY
408	9"CEDAR ELM
409	13.5M"CEDAR ELM
410	9"HACKBERRY
4001	11"HACKBERRY
4002	6"HACKBERRY
4003	15"HACKBERRY
4004	15"HACKBERRY
4005	6"HACKBERRY
4006	7"HACKBERRY
4007	8"HACKBERRY
4008	7"HACKBERRY
4009	12"HACKBERRY
4010	6"HACKBERRY
4011	12"HACKBERRY
4012	10"HACKBERRY
4013	7"HACKBERRY
4014	18"HACKBERRY
4015	17"HACKBERRY
4016	6"HACKBERRY
4017	9"HACKBERRY
4018	13.5M"HACKBERRY
4019	9"HACKBERRY
4020	13.5M"HACKBERRY
4021	17M"HACKBERRY

TREE TABLE	
POINT No.	TREE DESCRIPTION
4022	20.5M"HACKBERRY
4023	10.5M"HACKBERRY
4024	7"HACKBERRY
4025	23M"HACKBERRY
4026	13"HACKBERRY
4027	13"HACKBERRY
4028	8"HACKBERRY
4029	12.5M"HACKBERRY
4030	21.5M"HACKBERRY
4031	6"HACKBERRY
4032	8"HACKBERRY
4033	16"HACKBERRY
4034	7"HACKBERRY
4035	19"HACKBERRY
4036	12"HACKBERRY
4037	9"HACKBERRY
4038	14.5M"HACKBERRY
4039	10"HACKBERRY
4040	9"HACKBERRY
4041	12"HACKBERRY
4042	8"HACKBERRY
4043	7"HACKBERRY
4044	6"HACKBERRY
4045	13.5M"HACKBERRY
4046	6"HACKBERRY
4047	13.5M"HACKBERRY
4048	8"HACKBERRY
4049	9M"HACKBERRY
4050	6"HACKBERRY
4051	13"HACKBERRY
4052	10"HACKBERRY
4053	6"HACKBERRY
4054	12"HACKBERRY

TREE TABLE	
POINT No.	TREE DESCRIPTION
4055	23M"HACKBERRY
4056	19.5M"HACKBERRY
4057	14"HACKBERRY
4058	11"HACKBERRY
4059	13"HACKBERRY
4060	12M"HACKBERRY
4061	6"HACKBERRY
4062	6"HACKBERRY
4063	14.5M"HACKBERRY
4065	14"HACKBERRY
4066	9"HACKBERRY
4067	7"HACKBERRY
4068	8"HACKBERRY
4069	15"HACKBERRY
4070	6"HACKBERRY
4071	11"HACKBERRY
4072	12M"CHINA BERRY
4073	12.5M"HACKBERRY
4074	14M"HACKBERRY
4075	8.5M"HACKBERRY
4076	8.5M"HACKBERRY
4077	7"HACKBERRY
4078	6"HACKBERRY
4079	9.5M"HACKBERRY
4080	6"HACKBERRY
4081	8"HACKBERRY
4082	8M"MULBERRY
4083	10.5M"HACKBERRY
4084	10.5M"HACKBERRY
4085	6"HACKBERRY
4086	11"HACKBERRY
4087	7M"HACKBERRY
4088	17M"HACKBERRY

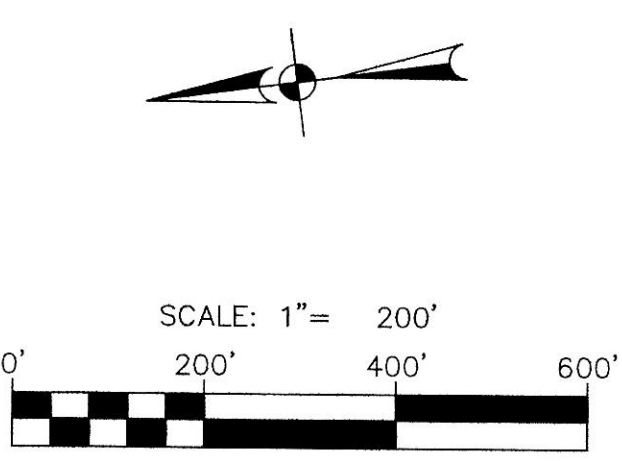
TREE TABLE	
POINT No.	TREE DESCRIPTION
4089	7"HACKBERRY
4090	6"HACKBERRY
4091	19"HACKBERRY
4092	10"HACKBERRY
4093	9"HACKBERRY
4094	6M"GUM BUMELIA
4095	11"HACKBERRY
4096	14"HACKBERRY
4097	14M"HACKBERRY
4098	14"HACKBERRY
4099	12"HACKBERRY
4100	16.5M"HACKBERRY
4101	8"HACKBERRY
4102	11"HACKBERRY
4103	10"HACKBERRY
4104	10.5M"HACKBERRY
4105	15M"HACKBERRY
4106	13M"HACKBERRY
4107	13M"HACKBERRY
4108	6"HACKBERRY
4109	12"HACKBERRY
4110	11"HACKBERRY
4111	6"HACKBERRY
4112	18M"HACKBERRY
4113	20"HACKBERRY
4114	15.5M"HACKBERRY
4115	27.5M"HACKBERRY
4116	15"HACKBERRY
4117	9M"HACKBERRY
4118	9"HACKBERRY
4119	15"HACKBERRY
4120	12"HACKBERRY
4121	11"HACKBERRY

TREE TABLE	
POINT No.	TREE DESCRIPTION
4122	10"HACKBERRY
4124	17.5M"HACKBERRY
4125	10"HACKBERRY
4126	27.5M"HACKBERRY
4127	12"HACKBERRY
4128	12"HACKBERRY
4129	14"HACKBERRY
4130	13"HACKBERRY
4131	18.5M"HACKBERRY
4132	7"HACKBERRY
4133	14.5M"HACKBERRY
4134	10.5M"HACKBERRY
4135	18.5M" MULBERRY
4159	13.5M"ASH
4161	9.5M"WILLOW
4162	12.5M"ASH
9264	22"HACKBERRY
9265	15"HACKBERRY
9266	14"HACKBERRY
9267	7"HACKBERRY
9268	9"HACKBERRY
9269	13"HACKBERRY
9270	14"HACKBERRY
9271	18"HACKBERRY
9272	20"HACKBERRY
9273	6"HACKBERRY
9274	6"ASH
9275	9"HACKBERRY
9276	7"HACKBERRY
9277	6"HACKBERRY
9278	14"HACKBERRY
9279	10.5M"HACKBERRY
9280	6"ASH

TREE TABLE	
POINT No.	TREE DESCRIPTION
9281	11"HACKBERRY
9282	14"HACKBERRY
9283	25M"HACKBERRY
9284	6.5M"ASH
9285	11M"HACKBERRY
9286	20"HACKBERRY
9287	6"HACKBERRY
9288	14"HACKBERRY
9289	14"HACKBERRY
9290	13"HACKBERRY
9291	14M"HACKBERRY
9292	7"HACKBERRY
9293	19.5M"HACKBERRY
9294	7"HACKBERRY
9295	18M"HACKBERRY
9296	11"HACKBERRY
9297	18"HACKBERRY
9298	17"HACKBERRY
9299	14.5M"HACKBERRY
9300	13"HACKBERRY
20000	8"HACKBERRY
20001	10M"HACKBERRY
20002	13.5M"HACKBERRY

WHILE REASONABLE EFFORTS ARE MADE IN IDENTIFICATION, THE SURVEYOR MAKES NO ABSOLUTE WARRANTY THAT THE SPECIES AS IDENTIFIED IS CORRECT, AN ARBORIST SHOULD BE ENGAGED.

Received 7/31/19



LEGEND

- BOUNDARY LINE
- PHASE LINE
- RIGHT-OF-WAY (ROW)
- ROAD CENTER LINE (CL)
- LOT LINE
- EASEMENT (ESMT)
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING 100 YR FEMA FLOODPLAIN
- SURVEY MONUMENTATION FOUND
- OPEN SPACE LOT
- PRIVATE DRAINAGE EASEMENT
- WASTEWATER EASEMENT
- OPEN PUBLIC RECORDS OF WILLIAMSON COUNTY, TX
- OFFICIAL RECORDS OF WILLIAMSON COUNTY, TX
- EXISTING TREE

NOTES

- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
- EXISTING ONE FOOT CONTOURS ARE A COMPOSITE OF INRIS 2017 LIDAR, PAPE-DAWSON ENGINEERS AERIAL LIDAR SURVEY CONDUCTED MAY 2018, AND PAPE-DAWSON ENGINEERS TOPOGRAPHIC SURVEY CONDUCTED MARCH 2019.
- TREE SURVEY CONDUCTED BY PAPE-DAWSON ENGINEERS MARCH 2019.

NO. REVISION

DATE

PAPE-DAWSON ENGINEERS

DUSTIN J. GOSWAMI

91805

7/30/19

RIVERWALK SOUTH PRELIMINARY PLAT

CITY OF HUTTO, TEXAS

TREE SURVEY

CITY NO. 1613-PLAT

JOB NO. 51061-00

DATE JULY 2019

DESIGNER CR, AC

CHECKED DL DRAWN CR

SHEET 10 OF 10

Regular City Council
AGENDA ITEM
7.D.



To: City Council
Subject: Consideration and possible action on a resolution authorizing the City manager to prepare a Municipal Service Plan for the proposed annexation of the Hutto EDC Megasite, 451.355 acres, more or less, of land located on US 79 East at FM 3349. (Ashley Lumpkin)
Meeting: Regular City Council - 15 Aug 2019
Department: Development Services
Staff Contact: Ashley Lumpkin,

BACKGROUND INFORMATION:

Per the Texas Local Government Code, a Municipal Service Plan (MSP) is required to be prepared for proposed annexation areas. This MSP essentially states that the annexed land will receive services from the City, including but not limited to Police and patrol services, utility service, planning and building inspection services, code enforcement, library privileges, and street maintenance. Only annexed land into the city limits is entitled to full services by the City. This MSP has gone through the applicable departments for review.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

Staff recommends that the Council approve the resolution.

ATTACHMENTS:

[\(Res\)HuttoEDCMegasite-451.335ac-MSP\(Res\)Complete](#)

RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE
A MUNICIPAL SERVICE PLAN FOR THE ANNEXATION OF THE
PROPERTY KNOWN AS “HUTTO EDC MEGASITE” (451.355 ACRES),
MORE OR LESS, OF LAND, MORE PARTICULARLY DESCRIBED IN
EXHIBIT “A”, AND ATTACHED HERETO.**

WHEREAS, Section 43.065(a) of the Texas Local Government Code requires that, within certain specified statutory timeframes, the Hutto City Council must authorize the City Manager to prepare a service plan that provides for the extension of full municipal services to the areas which are proposed for annexation, and;

WHEREAS, the service plan has been prepared and described in **Exhibit “B”**, and attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby authorizes the City Manager to immediately prepare a service plan that provides for the extension of full municipal services, and described in **Exhibit “B”**, a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this **15th** day of **August, 2019**.

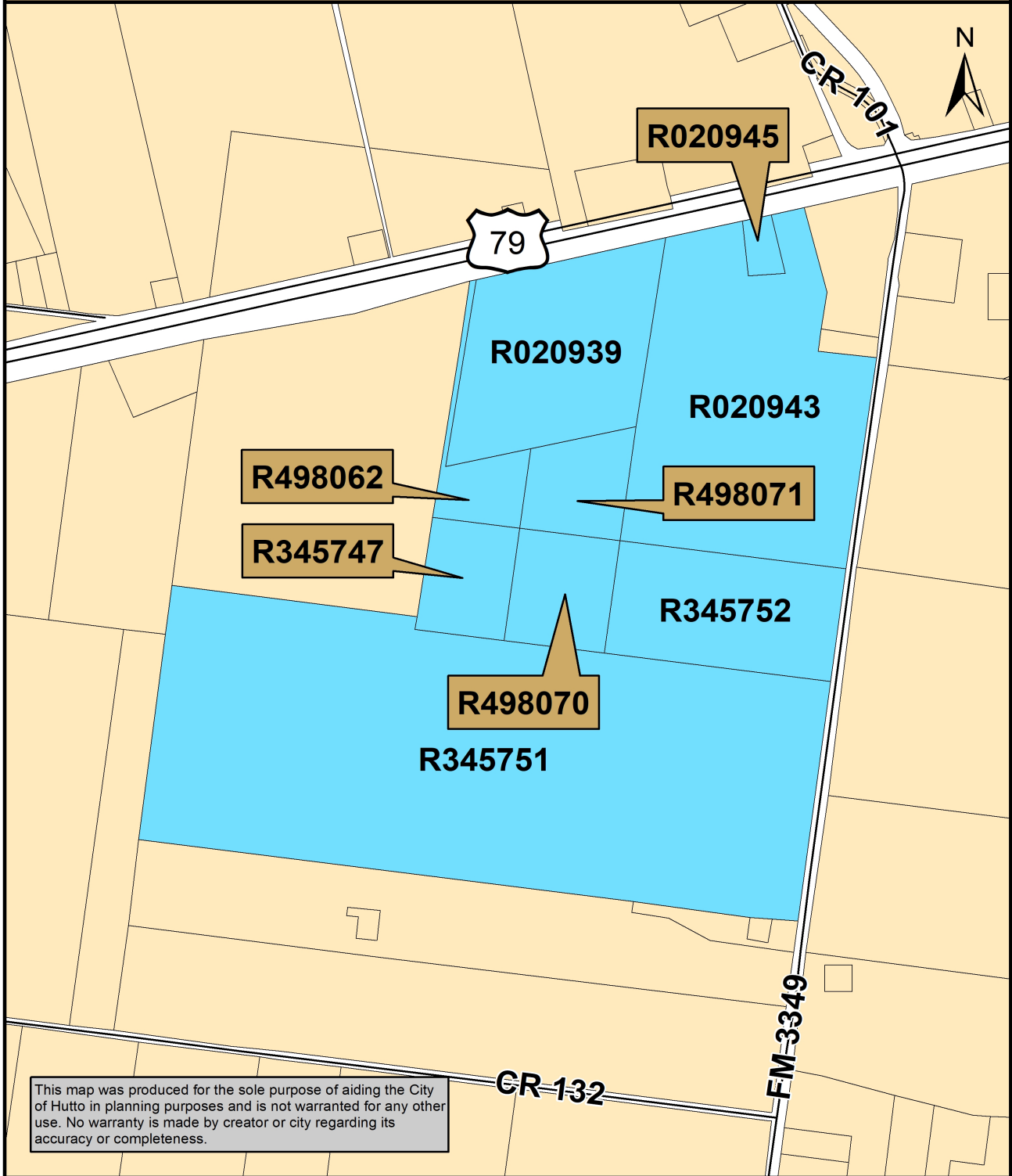
CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

Hutto EDC Megasite (451.355 Acres)



Map Document: (K:\SITE LOCATION MAPS\2019
Site Location Maps\US_79\Hutto_EDC_Megasite.mxd)
7/30/2019 -- 4:30:14 PM



0 500 1,000 2,000
Feet

**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**451.355 acres, more or less, of land, out of the
Thomas B. Lee Survey, Abstract No. 740, and the J.J. Stubblefield Survey, Abstract No. 562,
Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Building Inspection Services and the Hutto Police Department will provide Code Enforcement Services upon annexation. The Development Services Department's role will include issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by Jonah S.U.D.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by City of Hutto.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

Regular City Council
AGENDA ITEM
7.E.



To: August 15, 2019
Subject: Consideration and possible action on a resolution expressing official intent to reimburse certain expenditures of the City of Hutto, Texas.
Meeting: Regular City Council - 15 Aug 2019
Department: Finance
Staff Contact: Michel Sorrell,

BACKGROUND INFORMATION:

Consideration and possible action on a resolution expressing official intent to reimburse expenses related to (1) constructing, improving, extending, expanding, upgrading and developing the City's water and sewer system, including the decommissioning of the Glenwood Lift Station; (2) designing, constructing, improving, extending, expanding and upgrading the City's Cottonwood Interceptor and the Shiloh and Frame Switch pumping stations; (3) designing, constructing, improving, extending and upgrading the City's distribution and transmission lines; and (4) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection with the Project.

FINANCIAL IMPACT:

These projects are included in the FY 2019-2020 Capital Improvement Plan (CIP) as well as the FY 2020 Budget.

RECOMMENDATION:

Staff recommends the Council approve the resolution enabling the City to reimburse itself for expenses incurred related to capital improvement projects. The City's Bond Attorney has prepared the resolution.

ATTACHMENTS:

[ReimbursResolution Certificate \(CO's 2019\)](#)

CERTIFICATE FOR RESOLUTION

I, the undersigned City Secretary of the City of Hutto, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Session on August 15, 2019, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Doug Gaul, Mayor
Scott Rose, Place 1
Tom Hines, Place 2
Mike Snyder, Place 3
Peter Gordon, Place 4
Patti Turner, Place 5
Tanner Rose, Place 6

and all of said persons were present, except for the following: _____; thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Resolution entitled

RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES OF THE CITY OF HUTTO, TEXAS

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: _____ NOES: _____ ABSTENTIONS: _____

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true, full and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting officers and members of said City Council as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Tex. Gov't Code Ann., ch. 551.

SIGNED AND SEALED this 15th day of August, 2019.

City Secretary, City of Hutto, Texas

[CITY SEAL]

RESOLUTION NO. _____

**RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE
CERTAIN EXPENDITURES OF THE CITY OF HUTTO, TEXAS**

WHEREAS, the City Council of the City of Hutto, Texas (the "Issuer") expects to pay expenditures in connection with the project described on Exhibit "A" attached hereto (the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the Issuer finds, considers and declares that the reimbursement of the Issuer for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

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

Section 1. The Issuer reasonably expects to incur debt, as one or more separate series of various types of obligations, with an aggregate maximum principal amount not to exceed \$12,000,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the Issuer in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 15TH DAY OF AUGUST, 2019.

Mayor

EXHIBIT A

All costs related to (1) constructing, improving, extending, expanding, upgrading and developing the City's water and sewer system, including the decommissioning of the Glenwood Lift Station; (2) designing, constructing, improving, extending, expanding and upgrading the City's Cottonwood Interceptor and the Shiloh and Frame Switch pumping stations; (3) designing, constructing, improving, extending, expanding and upgrading the City's distribution and transmission lines; and (4) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection with the Project.

Regular City Council
AGENDA ITEM
7.F.



To: City Council
Subject: Consideration and possible action on a resolution authorizing the City manager to prepare a Municipal Service Plan for the proposed annexation of Durango Downs, 105.2 acres, more or less, of land located on FM 1660 North. (Ashley Lumpkin)
Meeting: Regular City Council - 15 Aug 2019
Department: Development Services
Staff Contact: Ashley Lumpkin,

BACKGROUND INFORMATION:

Per the Texas Local Government Code, a Municipal Service Plan (MSP) is required to be prepared for proposed annexation areas. This MSP essentially states that the annexed land will receive services from the City, including but not limited to Police and patrol services, utility service, planning and building inspection services, code enforcement, library privileges, and street maintenance. Only annexed land into the city limits is entitled to full services by the City. This MSP has gone through the applicable departments for review.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

Staff recommends that the Council approve the resolution.

ATTACHMENTS:

[\(Res\)DurangoDowns-105.2ac-MSP\(Res\)Complete](#)

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE A MUNICIPAL SERVICE PLAN FOR THE ANNEXATION OF THE PROPERTY KNOWN AS “DURANGO DOWNS” (105.2 ACRES), MORE OR LESS, OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, AND ATTACHED HERETO.

WHEREAS, Section 43.065(a) of the Texas Local Government Code requires that, within certain specified statutory timeframes, the Hutto City Council must authorize the City Manager to prepare a service plan that provides for the extension of full municipal services to the areas which are proposed for annexation, and;

WHEREAS, the service plan has been prepared and described in **Exhibit “B”**, and attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby authorizes the City Manager to immediately prepare a service plan that provides for the extension of full municipal services, and described in **Exhibit “B”**, a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this **15th** day of **August, 2019**.

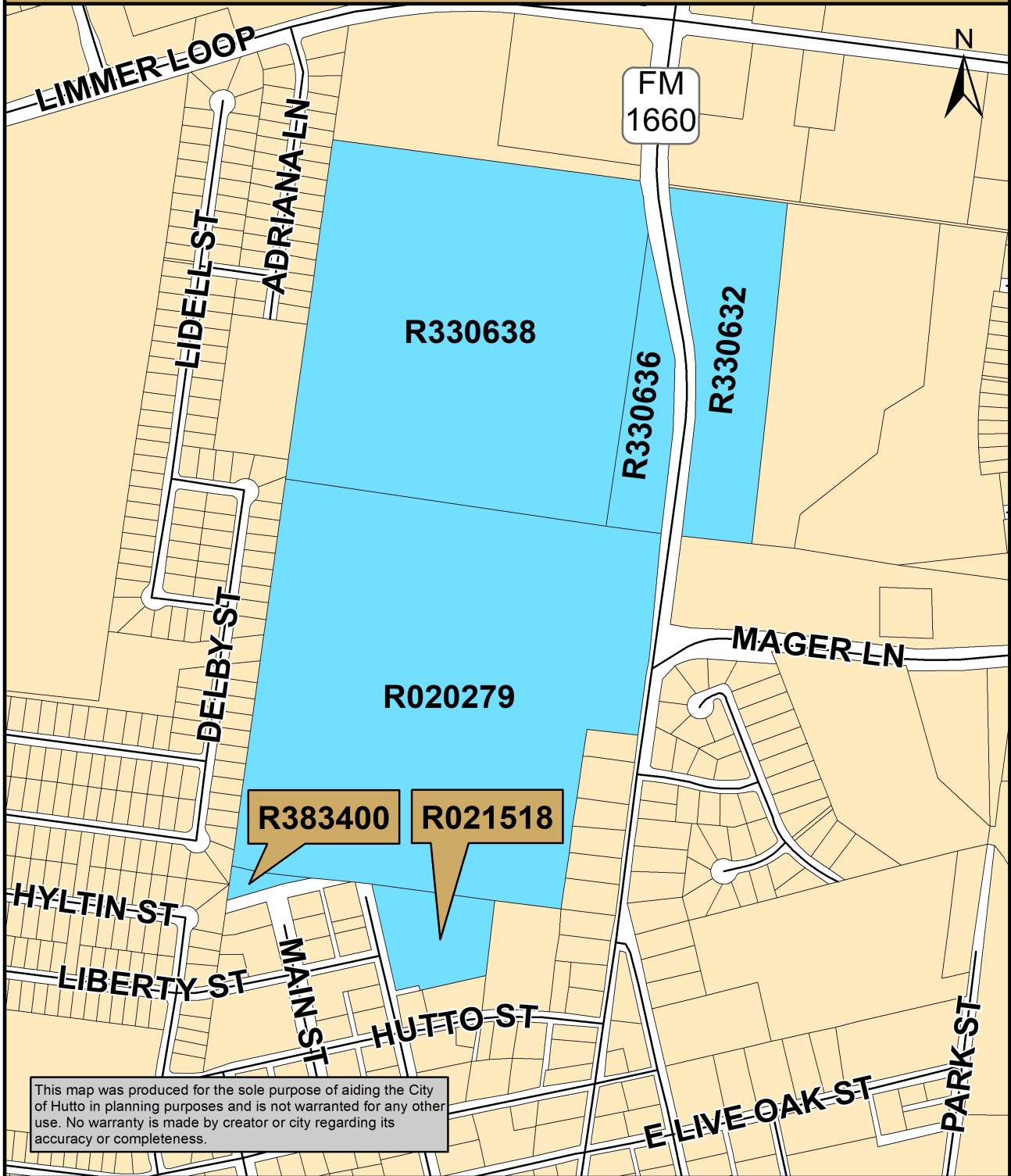
CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

Roznovak Subdivision

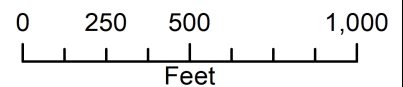


Map Document: (K:\SITE LOCATION MAPS\2019 Site

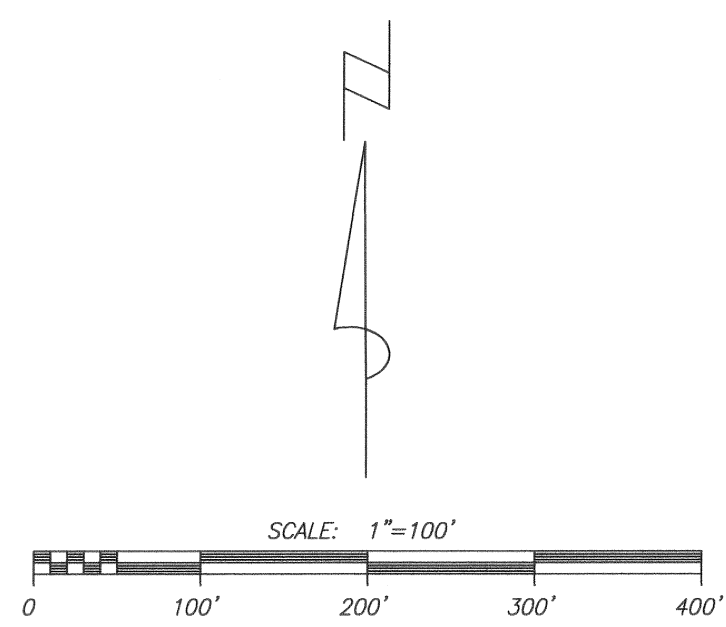
Location Maps\Old_Town\Roznovak_Subdivision.mxd)

7/29/2019 -- 10:21:53 AM

Page 3 of 12



STANDARD LAND SURVEY
CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS



RECORD TABLE	
NUMBER	DOCUMENT NO.
R1	CAB. CO. SLD. 138-139 PRWC
R2	CAB. Y. SLD. 154-157 PRWC
R3	CAB. W. SLD. 263-267 PRWC
R4	VOL. 443/PG. 472 DRWC
R5	VOL. 388/PG. 148 DRWC
R6	DOC. NO. 2007062553 DRWC
R7	DOC. NO. 2018117309 DRWC
R8	DOC. NO. 2007062553 DRWC
R9	DOC. NO. 2007062553 DRWC
R10	VOL. 1070/PG. 838 DRWC
R11	TEXAS STATE HIGHWAY DEPT. RIGHT-OF-WAY MAP CONTROL NO. 1566 SECTION 1 DATED JULY 31, 1965 REVISED MAY 1986
R12	VOL. 476/PG. 655 DRWC
R13	DOC. NO. 2004018146 DRWC

SURVEYOR'S NOTES:

1. THE SUBJECT PROPERTY LIES PARTIALLY WITHIN ZONE "X" UNSHADED, PARTIALLY WITHIN ZONE "Y" SHADED, PARTIALLY WITHIN ZONE "Z", PARTIALLY WITHIN ZONE "A" FLOODWAY, AND PARTIALLY WITHIN ZONE "A". ZONE "A" IS DEFINED AS A SPECIAL FLOOD HAZARD AREA (SFHAS) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH NO BASE FLOOD ELEVATIONS DETERMINED BY FEMA. ZONE "A" IS DEFINED AS A SPECIAL FLOOD HAZARD AREA (SFHAS) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED BY FEMA. ZONE "A" FLOODWAY IS DEFINED AS A SPECIAL FLOOD HAZARD AREA (SFHAS) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITHIN ZONE "A". THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS (PER FIRM MAP). ZONE "X" SHADED IS DEFINED UNDER OTHER FLOOD AREAS AS AREAS OF 0.2% ANNUAL CHANCE FLOOD AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. ZONE "Y" UNSHADED IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
2. ALL TIES (TIES, PPS, ETC) WITH A PLUS SIGN (+) MEAN INSIDE THE PROPERTY LINE AND ALL TIES WITH A MINUS SIGN (-) MEAN INSIDE THE PROPERTY LINE.
3. ALL SURVEY LINES SHOWN HEREON ARE APPROXIMATE AND ARE BASED ON INFORMATION OBTAINED FROM THE TEXAS GENERAL LAND OFFICE, THE RECORD DEEDS, THE TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, AND FROM THE PLATS OF A) HUTTO SQUARE SECTION 1 (CAB. W. SLD. 264 PRWC), B) HUTTO SQUARE SECTION 2 (CAB. Y. SLD. 155 PRWC), AND C) HUTTO SQUARE SECTION 3 (CAB. CO. SLD. 138 PRWC).
4. THE RIGHT-OF-WAY FOR F.M. HIGHWAY NO. 1660 WAS DETERMINED USING ON-THE-GROUND MONUMENTATION IN ADDITION TO A TEXAS STATE HIGHWAY DEPARTMENT RIGHT-OF-WAY MAP, DISTRICT 14, WILLIAMSON COUNTY (CONTROL NO. 1566 - SECTION NO. 1 - JOB NO. 1) DATED JULY 31, 1965 WITH A REVISED DATE MAY 1986.
5. NO ADDITIONAL RESEARCH WAS PERFORMED BY THE SURVEYOR REGARDING EASEMENTS. NO TITLE REPORT WAS PROVIDED TO THE SURVEYOR. ADDITIONAL EASEMENTS MAY EXIST WHICH AFFECT THE SUBJECT TRACT(S).
6. THIS STANDARD LAND SURVEY IS SUBMITTED IN CONJUNCTION WITH FIELD NOTES MADE A PART HEREOF BY REFERENCE.

LEGEND:

- = SET IRON ROD WITH "T" SURVEYING" CAP
- = 1/2" IRON ROD FOUND
- = 4" SQUARE CONCRETE MONUMENT FOUND
- = TRANSMISSION LINE TOWERS (3.0" CONC. BASE (TYP))
- = POWER POLES
- = 60" WIRE ANCHOR
- = WESTWATER MANHOLE
- = SIGN
- = WATER METER
- = GAS METER
- = CABLE TELEVISION MARKER/BOX
- = ELECTRIC BOX
- = TELEPHONE
- = CALCULATED POINT
- = BLOCK NAME
- = MARKS
- () = RECORD INFORMATION
- BL = BUILDING SETBACK LINE
- WLE = WATER LINE EASEMENT
- PUE = PUBLIC UTILITY EASEMENT
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPRWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- OS = OPEN SPACE
- LS = LANDSCAPE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- FNC = FENCE
- CMP = CORRUGATED METAL PIPE
- BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4303)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N82°16'58"W	10.50'
L2	S37°39'13"E	70.42'
L3	S02°48'54"E	56.00'
L4	S07°30'53"W	41.41'
L5	S00°32'25"E	55.35'
L6	N03°06'09"W	149.73'
L7	N07°32'52"E	324.44'
L8	N13°28'20"W	513.71'

RECORD CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	167.77'	1188.28'
C2	335.86'	1108.28'
C3	188.94'	1188.28'

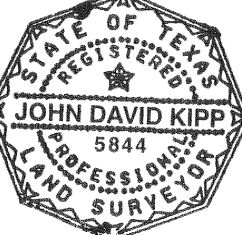
CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	167.77'	1188.28'
C2	335.86'	1108.28'
C3	188.94'	1188.28'

RECORD CURVE TABLE		
CURVE	LENGTH	RADIUS
C3	-	-

CERTIFICATION:

THIS IS TO CERTIFY THAT THE BOUNDARY IS IN CONFORMANCE WITH THE GENERAL RULES AND PROCEDURES SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS AND IS TO THE POSSESSION TOLERANCES REQUIRED FOR SURVEYS WITH INCORPORATED AREAS AND SUBSTANTIALLY COMPLETES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B CONDITION 1B SURVEY.

John D. Kipp
JOHN D. KIPP
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5844
STATE OF TEXAS



RJ SURVEYING & ASSOCIATES, INC.
2000 JULES STREET, PLOMBO, TEXAS 75844
TEL: 1-800-540-7512 (512) 836-4793 FAX: (512) 836-4817
DATE: 07/28/2018
FIELD BOOK: 187.79'

SHEET 1 OF 1 SHEETS

TRACT ONE

THAT PART OF THE JAMES SHELTON SURVEY, ABSTRACT NO. 560, THAT PART OF THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THAT PART OF THE WILLIAM J. BROWN SURVEY, ABSTRACT NO. 105, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT 96.99 ACRE TRACT (TRACT ONE) OF LAND DESCRIBED IN A DEED TO JERRY E. ROZNOVAK AND HILDA ROZNOVAK RECORDED IN VOLUME 443, PAGE 472 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (DRWC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a Concrete Monument found for the Northwest Corner of said 96.99 Acre Tract and this Tract, being on the East Line of HUTTO SQUARE SECTION 3, according to the Map or Plat thereof, recorded in Cabinet CC, Slides 138-139 of the Plat Records of Williamson County, Texas (PRWC), being the Southwest Corner of the Remainder of that 201.06 Acre Tract described in a Deed to Billie B. Davenport (1/2 Undivided Interest along with Hugh Shelby Davenport, Sr.) recorded in Volume 1079, Page 938 of the Official Records of Williamson County, Texas (ORWC), being generally considered the Northeast Corner of the Nathaniel Edwards Survey, Abstract No. 225;

THENCE S82°16'13"E along the South Line of said 201.06 Acre Tract, along the North Line of said 96.99 Acre Tract and this Tract, a distance of 1222.37 feet to a 1/2" iron rod set at a point of curvature of a non-tangent curve to the left on the curving West Right-Of-Way Line of F.M. 1660 (right-of-way width varies) as shown on the Texas State Highway Department Right-Of-Way Map, Control No. 1566, Section No. 1, Job No. 1, dated July 31, 1965, revised May 1986, from which a Concrete Monument found on the West Right-Of-Way Line of said F.M. 1660, being the East Line of a Remainder of that 11.06 Acre Tract described in a deed to Hugh S. Davenport, Jr. recorded in Volume 1123, Page 203 ORWC bears N01°35'52"E a distance of 244.53 feet;

THENCE along the West Right-Of-Way Line of said F.M. 1660 and the East Line of this Tract, the following five courses:

1. Southerly along the arc of said curve, an arc length of 167.77 feet, said curve having a radius of 1186.28 feet, a central angle of 08°06'11", and a chord bearing S05°42'30"E a distance of 167.63 feet, from which a broken Concrete Monument found bears S89°36'34"W a distance of 0.65 feet;
2. S09°45'44"E a distance of 467.63 feet to a Concrete Monument found at a point of curvature of a non-tangent curve to the right;
3. Southerly along the arc of said curve, an arc length of 335.86 feet, said curve having a radius of 1106.28 feet, a central angle of 17°23'40", and a chord bearing S01°03'44"E a distance of 334.57 feet to a Concrete Monument found;
4. S07°51'12"W a distance of 790.46 feet to a 3/4" iron rod found;
5. S07°40'03"W a distance of 420.96 feet to a 1/2" iron rod set on the North Line of that 0.51 Acre Tract described in a deed to Nadine Carole Johnson and Dennis Johnson recorded in Document No. 2006083936 of the Official Public Records of Williamson County, Texas (OPRWC), from which a 1/2" iron rod found for the Northeast Corner of said 0.51 Acre Tract bears S82°16'41"E a distance of 21.64 feet;

THENCE along the North and West Lines of said 0.51 Acre Tract the following two courses:

1. N82°16'41"W a distance of 179.36 feet to a 1/2" iron rod set;
2. S07°30'16"W a distance of 114.38 feet to a 1/2" iron rod with illegible cap found for the Southwest Corner of said 0.51 Acre Tract, being the Northwest Corner of that 4/5 Acre Tract

described in a deed to Robert W. Kaderka and Bonnie Kaderka recorded in Document No. 2015074295 OPRWC, being also an interior ell corner of said 96.99 Acre Tract;

THENCE along the West Line of said 4/5 Acre Tract, along the West Line of that 0.495 Acre Tract described in a deed to Bruce Craig Cunningham recorded in Volume 1954, Page 227 ORWC, along the West Line of that 0.484 Acre Tract described in a deed to Marla Dawn Burns recorded in Document No. 9722814 ORWC, along a portion of the North Line and along the West Line of that 0.480 Acre Tract described in a deed to John A. Drummond, Sr. recorded in Document No. 9662944 ORWC, along the West Line of that 0.590 Acre Tract described in a deed to Jonathan Wagner and Marci H. Wagner recorded in Document No. 2016117309 OPRWC, and along the East Line of said 96.99 Acre Tract the following four courses:

1. S07°41'19"W, passing at a distance of 163.17 feet a 1/2" iron rod with illegible cap found for the Southwest Corner of said 4/5 Acre Tract, continuing for a total distance of 180.50 feet to a 1/2" iron rod set;
2. S06°40'04"W a distance of 200.72 feet to a 1/2" iron rod found at the Southwest Corner of said 0.484 Acre Tract;
3. N82°16'58"W a distance of 10.50 feet to a 4' Chain-Link Fence Post found for the Northwest Corner of said 0.480 Acre Tract;
4. S08°05'51"W a distance of 222.92 feet to a Concrete Monument found on the North Line of that 2.47 Acre Tract described in a deed to Charles E. Holland and Deborah D. Holland recorded in Volume 868, Page 561 DRWC for the Southwest Corner of said 0.590 Acre Tract, said point being the Southeast Corner of said 96.99 Acre Tract and this Tract, from which a 1/2" iron rod found for the Northeast Corner of said 2.47 Acre Tract bears S82°22'14"E a distance of 15.29 feet;

THENCE along the North and West Lines of said 2.47 Acre Tract and along the South Line of said 96.99 Acre Tract and this Tract the following two courses:

1. N82°22'57"W a distance of 242.61 feet to a 1/2" iron rod found;
2. S07°37'17"W a distance of 298.58 feet to a 1/2" iron rod found for the Northeast Corner of that 0.659 Acre Tract described in a deed to Dennis Johnson and Nadine C. Johnson recorded in Document No. 2001074832 OPRWC, from which a Concrete Monument found for the Southeast Corner of said 0.659 Acre Tract, being also an angle point of said 96.99 Acre Tract bears S07°40'05"W a distance of 132.43 feet;

THENCE S77°33'56"W along the North Line of said 0.659 Acre Tract and a South Line of this tract, a distance of 253.80 feet to a 5/8" iron rod found at the Northeast Corner of a Tract described in an Affidavit of Heirship to Rita Thomas et al recorded in Document No. 2004095742 OPRWC;

THENCE S77°39'59"W along the North Line of said Thomas Tract and a South Line of said 96.99 Acre Tract and this Tract, a distance of 91.76 feet to a Concrete Monument found on the East Right-Of-Way Line of East Street (60-foot wide right-of-way) according to the map or plat thereof of HUTTO AND METCALFE ADDITION recorded in Book 66, Page 148 DRWC as depicted on the map of the CITY OF HUTTO recorded in Cabinet A, Slide 221 PRWC;

THENCE N12°28'32"W along the East Right-Of-Way Line of said East Street and the South Line of said 96.99 Acre Tract and this Tract, a distance of 439.31 feet to a 1/2" iron rod set;

THENCE N82°21'30"W along the South Line of said 96.99 Acre Tract and this Tract, passing at a distance of 64.24 feet a 3/4" iron pipe found at a Northeast Cut-Back Corner of Lot, 5, Block 8 of said

HUTTO AND METCALFE ADDITION, passing at a distance of 197.66 feet an 80D Nail found on the South Line of said 96.99 Acre Tract, continuing for a total distance of 220.00 feet to a 1/2" iron rod set on the North Right-Of-Way Line of Capitol Street (50-foot wide right-of-way);

THENCE S76°41'45"W along the North Right-Of-Way Line of said Capitol Street, along the South Line of said 96.99 Acre Tract and this Tract, a distance of 350.51 feet to a 1/2" iron rod set for the Southwest Corner of said 96.99 Acre Tract and this Tract, being on the East Line of Lot 4, Block F of HUTTO SQUARE SECTION 1, according to the map or plat thereof recorded in Cabinet W, Slides 263-267 PRWC, from which a 1" iron pipe found on the East Line of said Lot 4, Block F bears S07°26'29"W a distance of 36.08 feet;

THENCE along the East Line of said HUTTO SQUARE SECTION 1, along the East Line of HUTTO SQUARE SECTION 2, according to the map or plat thereof recorded in Cabinet Y, Slides 154-157 PRWC, along the East Line of said HUTTO SQUARE SECTION 3, along the West Line of said 96.99 Acre Tract and this Tract the following four courses:

1. N07°34'48"E a distance of 55.80 feet to a 1/2" iron rod found with cap stamped "RPLS 4391";
2. N07°38'21"E a distance of 655.90 feet to a 1/2" iron rod set;
3. N07°47'05"E a distance of 230.61 feet to a 1/2" iron rod found;
4. N07°46'22"E a distance of 2059.19 feet to the said POINT OF BEGINNING.

Containing 94.540 acres, more or less, as shown on the Standard Land Survey attached and made a part hereof by reference.

All Concrete Monuments found are 4" Square.

All iron rods set have "RJ SURVEYING" caps.

All Bearings are based on the Texas Coordinate System of 1983, Central Zone (4203).

TRACT TWO See Next 2 Pages for Tract 2 Description

THAT PART OF THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT No. 693, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT 11.10 ACRE TRACT (TRACT TWO) OF LAND DESCRIBED IN A DEED TO JERRY E. ROZNOVAK AND HILDA ROZNOVAK RECORDED IN VOLUME 443, PAGE 472 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (DRWC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 5/8" iron rod found on the East Right-Of-Way Line of F.M. 1660 (right-of-way width varies) as shown on the Texas State Highway Department Right-Of-Way Map, Control No. 1566, Section No. 1, Job No. 1, dated July 31, 1965, revised May 1986, being the Northwest Corner of this Tract, being a Southwest Corner of the Remainder of that 28.449 Acre Tract described in a deed to North Town Commons, LLC recorded in Document No. 2007062953 of the Official Public Records of Williamson County, Texas (OPRWC), from which point a Concrete Monument found on said East Right-of-Way Line of F.M. 1660 bears N03°23'09"W a distance of 181.14 feet;

THENCE along a South Line of said 28.449 Acre Tract, along the North and East Lines of said 11.10 Acre Tract and this Tract, and along the West Line of that 72.025 Acre Tract described in a deed to Mager Meadows, L.P. recorded in Document No. 2004018146 OPRWC the following three courses:

1. S82°03'22"E a distance of 496.73 feet to a 1/2" iron rod found with cap stamped "VARA LAND SURVEY";

“EXHIBIT —”

DESCRIPTION OF 10.554 ACRES OF LAND IN THE E. THOMASON SURVEY, ABSTRACT NO. 844, AND THE CANUTILLO COLONY DITCH COMPANY SURVEY, ABSTRACT NO. 693, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 11.10 ACRE TRACT DESIGNATED AS TRACT TWO AND DESCRIBED IN THE DEED TO JERRY E. ROZNOVAK AND WIFE, HILDA ROZNOVAK OF RECORD IN VOLUME 443, PAGE 472, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.554 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½-inch iron rod with a plastic cap stamped “RJ Survey” (Grid Coordinates: N= 10,177,139.20, E= 3,174,174.80) found in the west right-of-way line of F.M. 1660, a variable-width right-of-way, in the north line of a certain called 96.99 acre tract designated as Tract One and described in said deed to Jerry E. Roznovak and wife, Hilda Roznovak of record in Volume 443, Page 472, Deed Records of Williamson County, Texas, at the easterly southeast corner of a certain called 201.06 acre tract described in the deed to Billie B. Davenport of record in Volume 1079, Page 938, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 4.758 acre tract described in the deed to the State of Texas of record in Volume 476, Page 605, Deed Records of Williamson County, Texas, and the northwest corner of a certain called 3.722 acre tract described in the deed to the State of Texas of record in Volume 476, Page 607, Deed Records of Williamson County, Texas, from which a concrete monument found in the east line of Lot 91, Block F, said Hutto Square Section 3, a subdivision according to the plat of record in Cabinet CC, Slides 138 and 139, Plat Records of Williamson County, Texas, at the northwest corner of the said 96.99 acre tract, same being a re-entrant corner of the said 201.06 acre tract bears N 82°15'43" W, a distance of 1,222.52 feet;

THENCE S 82°15'43" E, crossing the said F.M. 1660 right-of-way, a distance of 97.80 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set in the east right-of-way line of said F.M. 1660, in the north line of the said 11.10 acre tract, at the northeast corner of the said 3.722 acre tract and the southeast corner of a certain called 1.529 acre tract described in the deed to the State of Texas of record in Volume 476, Page 603, Deed Records of Williamson County, Texas, in the south line of a certain called 135 acre tract described in the deed to Janet Lynn Barnard, Trustee for the Janet Lynn Barnard Family 1984 Trust of record in Volume 1126, Page 800, Deed Records of Williamson County, Texas, same being the southwest corner of a certain called 65.234 acre tract conveyed to CMSAL-2 L.L.C. of record in Document No. 2011084930, Official Public Records of Williamson County, Texas, and described in Document No. 1999014821, Official Public Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type-1 concrete right-of-way monument found in the east right-of-way line of said F.M. 1660, in the east line of the said 1.529 acre tract, and the west line of a certain called 28.449 acre tract described in the deed to North Town Commons, LLC of record in Document No. 2007062953, Official Public Records of Williamson County, Texas, bears N 03°15'10" W, a distance of 192.32 feet, and from which a ½-inch iron rod found bears N 02°00'51" W, a distance of 10.60 feet;

THENCE S 82°15'43" E, with the north line of the said 11.10 acre tract and the south line of the said 135 acre tract, with the south line of the said 65.234 acre tract, with the north line of the tract described herein, a distance of 498.95 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set for the northeast corner of the said 11.10 acre tract, at a re-entrant corner of the said 135 acre tract, in the south line of the said 65.234 acre tract, for the northeast corner of the tract described herein;

THENCE S 07°38'01" W, with the east line of the said 11.10 acre tract and the west line of the said 135 acre tract, with the east line of the tract described herein, at a distance of 9.91 feet, passing a ½-inch iron rod with a plastic cap stamped “PAPE DAWSON” found, and continuing for a total distance of 17.36 feet to a calculated point for a southeast corner of the tract described herein, from which a ½-inch iron rod found bears N 74°00'05" E, a distance of 0.23 feet;

THENCE leaving the west line of the said 135 acre tract, crossing the said 11.10 acre tract, with a south, east, and north line of the tract described herein, the following three (3) courses and distances:

1. N 82°21'59" W, a distance of 50.00 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set for a re-entrant corner,
2. S 07°38'01" W, a distance of 50.00 feet to a ½-inch iron rod with a plastic cap stamped “LANDDEV” set for a re-entrant corner, and
3. S 82°21'59" E, a distance of 50.00 feet to a calculated point in the east line of the said 11.10 acre tract and west line of a certain called 72.025 acre tract described in the deed to Mager Meadows, LP of record in Document No. 2004018146, Official Public Records of Williamson County, Texas, for a northeast corner of the tract described herein, from which a ½-inch iron rod found bears S 61°01'59" E, a distance of 0.33 feet;

THENCE S 07°38'01" W, with the east line of the said 11.10 acre tract and the west line of the said 72.025 acre tract, with the east line of the tract described herein, a distance of 1,292.44 feet to a ½-inch iron rod found in the north line of a certain called

Williamson County, Texas
E. Thomason Survey, Abstract No. 844
Canutillo Colony Ditch Company Survey, Abstract No. 693

10.554 Acres
Page 2 of 2

9.862 acre tract described in the deed to Herbert L. Prewitt and wife, Connie E. Prewitt of record in Volume 876, Page 655, Deed Records of Williamson County, Texas, at the southwest corner of the said 72.025 acre tract and the southeast corner of the said 11.10 acre tract, for the southeast corner of the tract described herein;

THENCE N 82°26'32" W, with the south line of the said 11.10 acre tract and the north line of the said 9.862 acre tract, with the south line of the tract described herein, at a distance of 2.07 feet, passing a concrete monument found 0.12 feet north of the line, and continuing for a total distance of 285.57 feet to a 5/8-inch iron rod found in the east right-of-way line of said F.M. 1660, and the south line of the said 11.10 acre tract, at a southeast corner of the said 3.722 acre tract and the northeast corner of a certain called 0.311 acre tract described in the deed to the State of Texas of record in Volume 476, Page 612, Deed Records of Williamson County, Texas, at the northwest corner of the said 9.862 acre tract, for the southwest corner of the tract described herein;

THENCE crossing the said 11.10 acre tract, with the east right-of-way line of said F.M. 1660, with the east line of the said 3.722 acre tract, with the west line of the tract described herein, the following four (4) courses and distances:

1. N 07°21'46" E, a distance of 421.34 feet to a destroyed Texas Department of Transportation (TXDOT) Type-I concrete right-of-way monument found at an angle point,
2. N 07°33'54" E, a distance of 324.41 feet to a destroyed Texas Department of Transportation (TXDOT) Type-I concrete right-of-way monument found at an angle point,
3. N 13°27'20" W, a distance of 513.66 feet to a destroyed Texas Department of Transportation (TXDOT) Type-I concrete right-of-way monument found at an angle point, and
4. N 03°15'10" W, a distance of 138.59 feet to the **POINT OF BEGINNING** and containing 10.554 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of April and May, 2019.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 20th day of May 2019 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**105.2 acres, more or less, of land, out of the
E. Thomason Survey, Abstract No. 844, the William J. Brown Survey, Abstract No. 105, the
Canutillo Colony Ditch Company Survey, Abstract No. 693, and the Hutto & Metcalfe Addition,
Block 3-5 (PTS) and Lots 4-6, Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Building Inspection Services and the Hutto Police Department will provide Code Enforcement Services upon annexation. The Development Services Department's role will include issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by City of Hutto.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by City of Hutto.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

Regular City Council
AGENDA ITEM
7.G.



To: City Council
Subject: Consideration and possible action on a resolution authorizing the City manager to prepare a Municipal Service Plan for the proposed annexation of Covered Bridge, 77.92 acres, more or less, of land located on CR 138. (Ashley Lumpkin)
Meeting: Regular City Council - 15 Aug 2019
Department: Development Services
Staff Contact: Ashley Lumpkin,

BACKGROUND INFORMATION:

Per the Texas Local Government Code, a Municipal Service Plan (MSP) is required to be prepared for proposed annexation areas. This MSP essentially states that the annexed land will receive services from the City, including but not limited to Police and patrol services, utility service, planning and building inspection services, code enforcement, library privileges, and street maintenance. Only annexed land into the city limits is entitled to full services by the City. This MSP has gone through the applicable departments for review.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

Staff recommends that the Council approve the resolution.

ATTACHMENTS:

[\(Res\)CoveredBridge-MSP\(Res\)Complete](#)

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE A MUNICIPAL SERVICE PLAN FOR THE ANNEXATION OF THE PROPERTY KNOWN AS “COVERED BRIDGE” (77.92 ACRES), MORE OR LESS, OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, AND ATTACHED HERETO.

WHEREAS, Section 43.065(a) of the Texas Local Government Code requires that, within certain specified statutory timeframes, the Hutto City Council must authorize the City Manager to prepare a service plan that provides for the extension of full municipal services to the areas which are proposed for annexation, and;

WHEREAS, the service plan has been prepared and described in **Exhibit “B”**, and attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby authorizes the City Manager to immediately prepare a service plan that provides for the extension of full municipal services, and described in **Exhibit “B”**, a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this **15th** day of **August, 2019**.

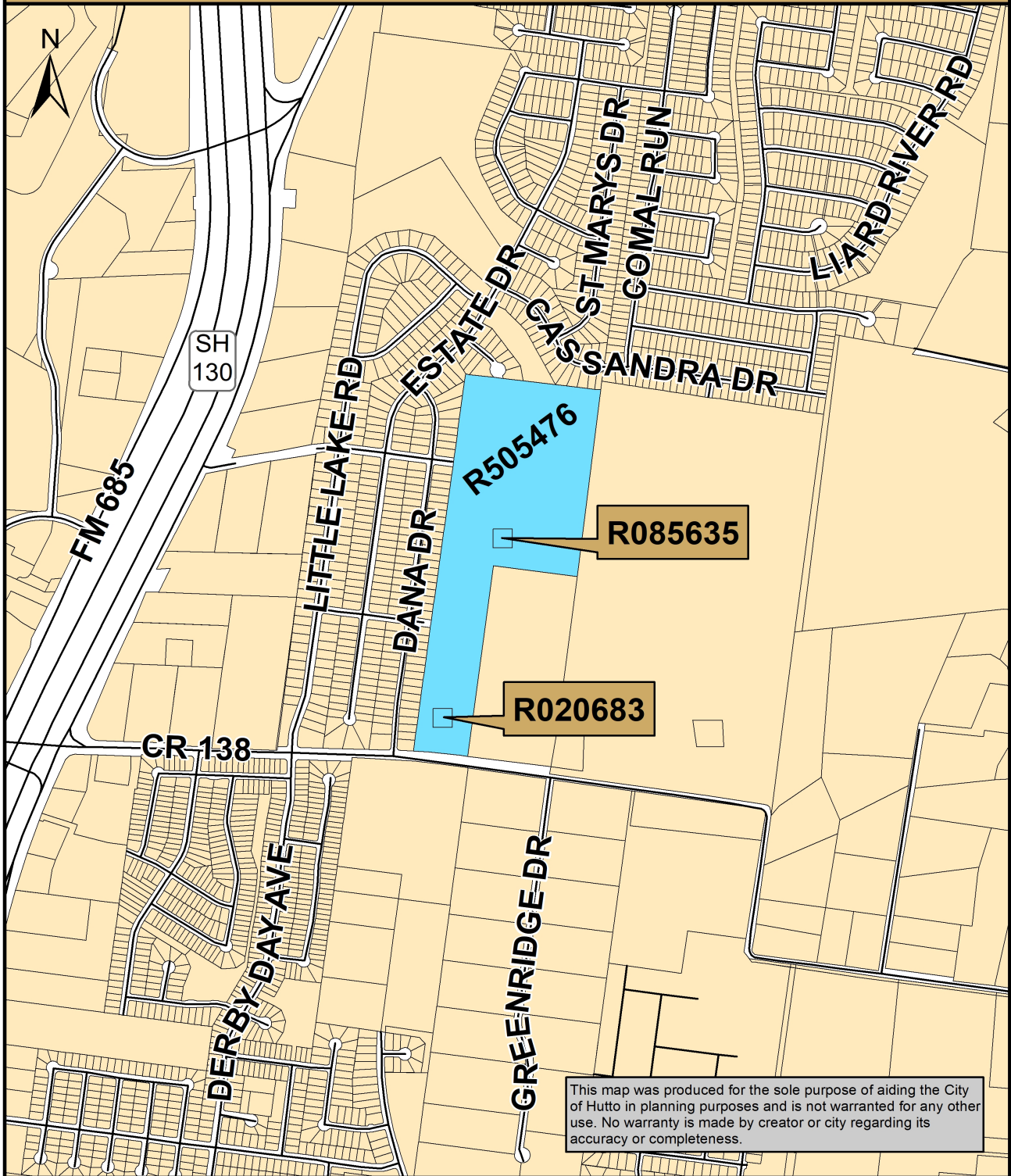
CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

Covered Bridge



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

DESCRIPTION OF A 27.970 ACRE TRACT OF LAND
WILLIAMSON COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE N.D. WALLING SURVEY NO. 19, ABSTRACT NO. 675, SITUATED IN WILLIAMSON COUNTY, TEXAS; BEING THE REMAINDER OF THAT CALLED 51.06 ACRE TRACT AS CONVEYED TO CAROLYN PFEIFFER BY GENERAL WARRANTY DEED RECORDED IN VOLUME 1571, PAGE 383 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF THAT CALLED 4.9935 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027733, ALL OF THAT CALLED 4.9619 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027734, ALL OF THAT CALLED 4.5314 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027735, AND ALL OF THAT CALLED 5.6279 ACRE TRACT AS CONVEYED TO CAROLYN R. PFEIFFER BY QUITCLAIM DEED RECORDED IN DOCUMENT NUMBER 2010027736 ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, WHICH INCLUDES A PORTION OF AN OLD COUNTY ROAD RIGHT-OF-WAY AS ABANDONED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, ON DECEMBER 2, 1997, AS RECORDED IN VOLUME 97, PAGE 193 OF THE MINUTES OF SAID COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AS AGENDA ITEM NUMBER 16; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the north right-of-way line of Kaatz Lane (right-of way width varies), at the southwest corner of Lot 1, Block K, Lakeside Estates, Phase 1-A, a subdivision as recorded in Cabinet R, Slides 394-397 of the Plat Records of Williamson County, Texas, being the southeast corner of the above described Pfeiffer 4.9935-acre tract, for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the north right-of-way line of said Kaatz Lane, S 78°47'57" W a distance of 634.46 feet to a 1/2-inch iron rod with aluminum cap stamped "TXDOT" found at the intersecting north right-of-way line of said Kaatz Lane with the east right-of-way line of Texas State Highway 130-Toll Road (right-of-way width varies), being the most southerly southwest corner of said Pfeiffer 4.9935-acre tract, for the most southerly southwest corner of the herein described tract, from which a 1/2-inch iron rod found bears, S 32°02'53" W a distance of 10.78 feet;

THENCE, with the east right-of-way line of said SH 130, N 26°21'26" E a distance of 88.06 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an interior corner of said Pfeiffer 4.9935-acre tract, for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 63°38'35" W a distance of 77.17 feet to a 1/2-inch iron rod with cap stamped "BGE INC" at the most westerly southwest corner of said Pfeiffer 4.9935-acre tract, for the most westerly southwest corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, along a curve to the left an arc distance of 1,683.74 feet, having a radius of 4,142.56 feet, a central angle of 23°17'16" and a chord which bears N 14°34'56" E a distance of 1,672.17 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the common west corner of the above described Pfeiffer 5.6279-acre tract and Pfeiffer remainder tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 02°50'49" E a distance of 248.62 feet to a 1/2-inch iron rod found at an exterior corner of said Pfeiffer remainder tract, for an exterior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, S 87°09'16" E a distance of 91.66 feet to a 1/2-inch iron rod with aluminum cap stamped "TXDOT" found at an interior corner of said Pfeiffer remainder tract, for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 02°50'43" E a distance of 144.38 feet to a 1/2-inch iron rod found at an interior corner of said Pfeiffer remainder tract, for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 87°09'16" W a distance of 91.66 feet to a 1/2-inch iron rod found at an exterior corner of said Pfeiffer remainder tract, for an exterior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said SH 130, N 02°50'44" E a distance of 49.13 feet to a cotton gin spindle found on the west line of said Pfeiffer remainder tract, at a point of curvature of a curve to the right;

THENCE, continuing with the east right-of-way line of said SH 130, along said curve to the right an arc distance of 248.56 feet, having a radius of 1,500.00 feet, a central angle of 09°29'40" and a chord which bears N 07°35'34" E a distance of 248.28 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southwest corner of a called 11.24 acre tract as conveyed to Dreamgirl, LP by special warranty deed recorded in Document Number 20098093521 of the Official Public Records of Williamson County, Texas, being the northwest corner of said Pfeiffer remainder tract, for the northwest corner of the herein described tract, from which a disturbed 1/2-inch iron rod with aluminum cap stamped "TXDOT" bears, along a curve to the right an arc distance of 332.99 feet, having a radius of 1,500.00 feet, a central angle of 12°43'09" and a chord which bears N 18°41'59" E, a distance of 332.30 feet;

THENCE, leaving the east right-of-way line of said SH 130, with the south line of said Dreamgirls 11.24-acre tract, S 77°48'35" E a distance of 523.11 feet to a 1/2-inch iron rod with cap stamped "CHAPARRAL 4995" found at the southeast corner of said Dreamgirls 11.24-acre tract, on the west line of Lot 74, Block K, Lakeside Estates Section Four, a subdivision as recorded in Cabinet X, Sides 201-204 of the Plat Records of Williamson County, Texas, for the northeast corner of the herein described tract;

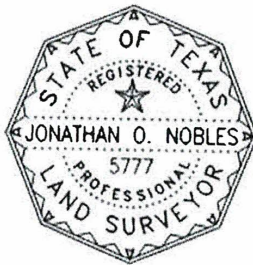
THENCE, with the west line of Lot 74, Block K, of said Lakeside Estates Section Four and the west line of Lot 24-AA, Block K, of the Amended Plat of Lot 24, Block K, Lakeside Estates, Phase 1-A and Lot 34, Block K, Lakeside Estates, Phase 1-B a subdivision as recorded in Cabinet V, Side 292 of the Plat Records of Williamson County, Texas, S 03°48'24" W a distance of 498.96 feet to a 1/2-inch iron rod with cap stamped "CHAPARRAL 4995" found on the west line of said Lot 24-AA, Block K;

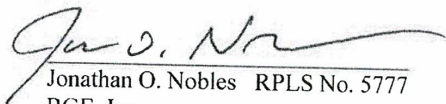
THENCE, continuing with the west line of said Lot 24-AA, Block K and the west line of Lakeside Estates, Phase 1-A a subdivision as recorded in Cabinet R, Slides 194-197 of the Plat Records of Williamson County, Texas, S 08°01'21" W, pass a 1/2-inch iron rod found at the northeast corner of said Pfeiffer 5.6279-acre tract at a distance of 190.59 feet and continuing on for a total distance of 394.87 feet to a 1/2-inch iron rod with cap stamped "CHAPARRAL 4995" found on the west line of Lot 20, Block K, of said Lakeside Estates, Phase 1-A;

THENCE, continuing with the west line of said Lakeside Estates, Phase 1-A, S 10°31'25" W, pass a 1/2-inch iron rod found at the common east corner of said Pfeiffer 5.6279-acre tract and the above described Pfeiffer 4.5314-acre tract at a distance of 223.64 feet and continuing on for a total distance of 588.70 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the east line of the above described Pfeiffer 4.9619-acre tract, being on the west line of Lot 12, Block K of said Lakeside Estates, Phase 1-A;

THENCE, continuing with the west line of said Lakeside Estates, Phase 1-A, S 10°57'05" W pass a 1/2-inch iron rod found on the west line of Lot 5, Block K of said Lakeside Estates, Phase 1-A, at the common east corner of said Pfeiffer 4.9619-acre tract and said Pfeiffer 4.9935-acre tract at a distance of 377.32 feet and continuing on for a total distance of 731.12 feet to the **POINT OF BEGINNING** and containing 27.970 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground on May 09, 2019 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, Central Zone, NAD 83.




Jonathan O. Nobles RPLS No. 5777
BGE, Inc.

5/13/2019
Date

7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

Date: May 13, 2019
Project No.: 6712-01-0040

**CITY OF HUTTO
MUNICIPAL SERVICE PLAN
FOR PROPOSED ANNEXATION OF**

EXHIBIT “B”

**77.92 acres, more or less, of land, out of the
John Kelsey Survey, Abstract No. 377, and the N.D. Walling Survey, Abstract No. 675, in
Williamson County, Texas.**

The City of Hutto, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #3

Services to be Provided:

Provides fire suppression and emergency services to the area. Primary fire response will be provided by Williamson County Emergency Service District #3, located at the following address: 501 Exchange Boulevard. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The Development Services Department will provide Building Inspection Services and the Hutto Police Department will provide Code Enforcement Services upon annexation. The Development Services Department's role will include issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

PLANNING AND ZONING

Existing Services: Review of subdivision development plans under City's Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.

Services to be Provided:

The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto's Zoning Ordinance, and this will extend to the area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Hutto's Subdivision Ordinance. These services can be provided within the departments' current budgets.

LIBRARY

Existing Services: None

Services to be Provided:

City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will also be provided to the area as needed by Hutto Animal Control Division of the Police Department.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provided/overseen by appropriate City of Hutto departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Hutto will then maintain the drainage in public rights of way upon approval of the construction. Property owners and/or Home Owner's Associations or similar entities will maintain drainage facilities located on private property. All construction within the flood plain will be through the appropriate Hutto department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: Oncor Electric Delivery

Services to be Provided:

There are no existing street lights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided:

The City of Hutto, through its appropriate departments, will be able to provide any necessary additional traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Water service to the properties will be provided by Manville W.S.C.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

Sanitary sewer service to the properties will be provided by City of Hutto.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Hutto policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Hutto's established policies governing extension of municipal services to newly-annexed areas.

NOTE:

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

Regular City Council
AGENDA ITEM
7.H.



To: Consent Agenda Items
Subject: Consideration and Action on approving a new credit card processor, Open Edge, that interfaces with the current software provider INCODE.
Meeting: Regular City Council - 15 Aug 2019
Department: Finance
Staff Contact: Barbara Gonzales,

BACKGROUND INFORMATION:

The City of Hutto currently uses ETS / Elavon, the current credit card processor, that has been used since July 2016.

FINANCIAL IMPACT:

The standard charge of the credit card service will remain the same, a three percent (3%) charge that is not passed on to the customer.

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Staff recommends approval of the Open Edge credit card processing service.

ATTACHMENTS:

[3% SERVICE FEE ADDENDUM](#)
[2019Jan04 - 10-18 Terms & Conditions - \(redline version\)](#)
[Appendix A redline](#)
[TYLER MERCHANT WORKSHEET](#)
[Tyler Technologies Decline Minimizer 2 9 16](#)
[Tyler Technologies eCheck Flyer 1 9 17](#)
[Tyler Technologies EMV and NFC Flyer 1 9 17](#)

Lynn Trumbul, Senior Assistant City Secretary	None
Lacie Hale, City Secretary	None

Card Services Agreement - Service Fees Addendum

Merchant Legal Name	Processing Account Application #

The Addendum amends and supplements the terms of the Card Services Agreement with respect to the processing application indicated above, relating to the election of Service Fees services by Merchant, as further described herein below. Capitalized terms herein have the same meaning as used in the Agreement unless otherwise noted.

Merchant requests that Global Direct collect transactional processing fees and charges associated with processing card payments (the "Primary Transaction") under the Agreement directly from the cardholder through the imposition of an accompanying transaction ("Service Fee") to cover such amounts, rather than withholding such amounts from transaction proceeds. Merchant hereby consents to the imposition of Service Fee transactions by Global Direct as described herein below:

- Merchant requests registration under the Visa Government and Education Payments Program to utilize service fees. Service Fees may not be assessed until registration is completed.
- At every point of sale, prior to transaction processing, Merchant must clearly and unambiguously notify the cardholder that two transactions will be processed:
 - The Primary Transaction, in the amount of the payment agreed upon between Cardholder and Merchant; and
 - A Service Fee transaction, processed in favor of Global Direct, with the entry referencing Merchant's business.
- Merchant must present clearly the amount or calculation of each, and Cardholder must have the ability to not proceed with the transaction if the Cardholder prefers to use a different form of payment
- The Primary Transaction will be deposited into Merchant's account directly, without deduction for transactional fees. Merchant remains liable for chargebacks, returns, credits and other non-transaction processing-based fees as described in the Agreement applicable to the Primary Transaction.
- For each Primary Transaction, Global Direct will initiate a Service Fee transaction to such Cardholder as calculated below. Proceeds from the Service Fee transaction will be the sole property of Global Direct in satisfaction of per-transaction costs related to providing payment processing services for Primary Transactions under the Agreement.
- The Service Fee will be calculated as indicated below:

☐ Flat Fee	☐ Percentage Fee
	3% of the Primary Transaction Amount

- Global Direct reserves the right to adjust Service Fee pricing upon 15-day written notice to Merchant. Merchant shall be solely responsible for updating notice to cardholders of the new Service Fee amount.
- Merchant affirms that the application accompanying the Agreement and this Addendum accurately represents Merchant's business and that it meets all of the qualifications necessary to be registered for the Visa Government and Education Payments Program. Merchant further acknowledges that if Visa determines that Merchant's business is not compliant, Visa may impose noncompliance assessments and fines for which Merchant will be responsible. Visa reserves the right to modify or discontinue Merchant participation as deemed necessary.
- In the event Merchant's participation in the Visa Government and Education Payments Program is discontinued, the imposition of Service Fees will cease and Global Direct will notify Merchant of pricing terms applicable to future transactions.

CARD SERVICES TERMS & CONDITIONS

PLEASE READ SECTION 17 ("DISPUTE RESOLUTION") CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

1. GENERAL.

The "Card Services Agreement" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "you"), Global Payments Direct, Inc. ("Global Direct"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("Member") is a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard, a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"), and a registered acquirer for Discover Financial Services LLC ("Discover"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.

Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China Union Pay, Diner's Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.

Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "Services"). During the term of the Card Services Agreement, Global Direct will be the sole and exclusive provider of all card Services to Merchant. Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. A MERCHANT'S SUBMISSION OF A TRANSACTION TO GLOBAL DIRECT SHALL BE DEEMED TO SIGNIFY MERCHANT'S ACCEPTANCE OF THE CARD SERVICES AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

Except as expressly stated in the first three paragraphs of Section 13, all terms and conditions of this Card Services Agreement shall survive termination

2. SERVICE DESCRIPTIONS.

Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, MasterCard, American Express, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.

EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("EBT") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("Recipients"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or government delivered cash assistance benefits ("Cash Benefits," with FS Benefits, "Benefits") to Recipients through the use of a state-issued card ("EBT Card").

Provisions regarding debit card services are set forth in Section 27 below.

With respect to Visa and MasterCard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to Section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or MasterCard product that it has elected not to accept.

3. PROCEDURES.

Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at www.globalpaymentsinc.com. Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, MasterCard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.

Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, MasterCard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs.

Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("Laws on Collection of Personal Information"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

4. MARKETING.

Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such

service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.

5. PAYMENT, CHARGES AND FEES.

Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct or by a third party through Global Direct, shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("ACH") network and which can accept ACH transactions Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, arbitration fees, fines, penalties, etc. charged or assessed by the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.

Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative. Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within sixty (60) days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after sixty (60) days.

Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.

7. FINANCIAL INFORMATION.

Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant, its owners, principals, partners, proprietors or its affiliates as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the **operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.**

8. CHANGE IN BUSINESS.

Merchant agrees to provide Global Direct and Member sixty (60) days prior written notice of its (a) transfer or sale of any substantial part (ten percent (10%) or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.

9. TRANSFERABILITY.

This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be **limited to, the authority and right to debit the Merchant's account(s) as described herein.**

10. WARRANTIES AND REPRESENTATIONS.

Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Merchant, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation Payment Card Industry (PCI) Data Security Standards, Visa's Cardholder Information Security Program and MasterCard's Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such sales transaction may be refused or charged back.

Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the operating regulations and rules of the applicable card association or network organization, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

NEITHER MEMBER, NOR GLOBAL DIRECT, NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY TERMINAL, ANY EQUIPMENT, SOFTWARE OR SERVICES LEASED, SOLD OR OTHERWISE FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.

11. INDEMNITY.

Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Agreement, including the foregoing indemnities, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

12. LIMITATION OF LIABILITY.

- 12.1 NEITHER MEMBER NOR GLOBAL DIRECT SHALL BE LIABLE FOR FAILURE TO PROVIDE THE SERVICES OR DELAY IN PROVIDING THE SERVICES INCLUDING PROCESSING DELAYS OR OTHER NON-PERFORMANCE IF SUCH FAILURE IS DUE TO ANY CAUSE OR CONDITION BEYOND SUCH PARTY'S REASONABLE CONTROL. SUCH CAUSES OR CONDITIONS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, RIOTS, WAR, SHORTAGES OF LABOR OR MATERIALS, FREIGHT EMBARGOES, UNUSUALLY SEVERE WEATHER, BREAKDOWNS, OPERATIONAL FAILURES, ELECTRICAL POWER FAILURES, TELECOMMUNICATIONS FAILURES, EQUIPMENT FAILURES, UNAVOIDABLE DELAYS, THE ERRORS OR FAILURES OF THIRD PARTY SYSTEMS, NON-PERFORMANCE OF VENDORS, SUPPLIERS, PROCESSORS OR TRANSMITTERS OF INFORMATION, OR OTHER SIMILAR CAUSES BEYOND SUCH PARTY'S CONTROL.
- 12.2 THE LIABILITY OF GLOBAL DIRECT AND MEMBER FOR ANY LOSS ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF ANY MALFUNCTION OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE, THE UNAVAILABILITY OR MALFUNCTION OF THE SERVICES, PERSONAL INJURY, OR PROPERTY DAMAGE, SHALL, IN THE

AGGREGATE, BE LIMITED TO ACTUAL, DIRECT, AND GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED ONE (1) MONTH'S AVERAGE CHARGE PAID BY MERCHANT HEREUNDER (EXCLUSIVE OF INTERCHANGE FEES, ASSESSMENTS, AND ANY OTHER FEES OR COSTS THAT ARE IMPOSED BY A THIRD PARTY IN CONNECTION WITH MERCHANT'S PAYMENT PROCESSING) FOR THE SERVICES DURING THE PREVIOUS TWELVE (12) MONTHS OR SUCH LESSER NUMBER OF MONTHS AS SHALL HAVE ELAPSED SUBSEQUENT TO THE EFFECTIVE DATE OF THIS CARD SERVICES AGREEMENT. THIS SHALL BE THE EXTENT OF GLOBAL DIRECT'S AND MEMBER'S LIABILITY ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING ALLEGED ACTS OF NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE AND REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST GLOBAL DIRECT OR MEMBER, WHETHER CONTRACT, TORT, OR OTHERWISE, AND THE FOREGOING SHALL CONSTITUTE MERCHANT'S EXCLUSIVE REMEDY.

- 12.3 UNDER NO CIRCUMSTANCES SHALL GLOBAL DIRECT OR MEMBER BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES AND BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF PLACEMENT OF A MERCHANT'S NAME ON ANY TERMINATED MERCHANT LIST FOR ANY REASON, EVEN IF GLOBAL DIRECT OR MEMBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement.
- 12.4 **IT IS AGREED THAT IN NO EVENT WILL GLOBAL DIRECT OR MEMBER BE LIABLE FOR ANY CLAIM, LOSS, BILLING ERROR, DAMAGE, OR EXPENSE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT WHICH IS NOT REPORTED IN WRITING TO GLOBAL DIRECT BY MERCHANT WITHIN SIXTY (60) DAYS OF SUCH FAILURE TO PERFORM OR, IN THE EVENT OF A BILLING ERROR, WITHIN NINETY (90) DAYS OF THE DATE OF THE INVOICE OR APPLICABLE STATEMENT. MERCHANT EXPRESSLY WAIVES ANY SUCH CLAIM THAT IS NOT BROUGHT WITHIN THE TIME PERIODS STATED HEREIN.**

13. TERM AND TERMINATION.

This Card Services Agreement shall remain in full force and effect for an initial term of three (3) years. This Card Services Agreement shall be automatically extended for successive one (1) year periods on the same terms and conditions expressed herein, or as may be amended, unless Merchant gives written notice of termination as to the entire Card Services Agreement or a portion thereof at least 60 days prior to the expiration of the initial term or any extension or renewals thereof, in which case this Card Services Agreement will terminate at the end of the then-current term. Notwithstanding anything to the contrary set forth herein, in the event Merchant terminates this Card Services Agreement in breach of this Section 13, the following amount(s) shall be immediately due and payable to Global Direct: the lesser of (a) the maximum amount permitted by state law, and (b) all monthly fees assessed to Merchant under this Card Services Agreement and due to Global Direct for the remainder of the then existing term of the Card Services Agreement, including all minimum monthly fee commitments. Merchant hereby authorizes Global Direct to accelerate the payment of such applicable amount(s) and to deduct such total amount(s) from Merchant's account referenced in Section 5, or to otherwise withhold the total amount(s) from amounts due to Merchant from Global Direct, immediately on or after the effective date of termination. If the Merchant's account does not contain sufficient funds for the debit or the amount cannot be withheld by Global Direct from amounts due to Merchant, Merchant shall pay Global Direct the amount due within ten (10) days of the date of Global Direct's invoice for same. The payment as described here is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate Global Direct for its termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amount(s) shall not be in lieu of but in addition to any payment obligations for Services already provided hereunder (or that Global Direct may continue to provide), which shall be an additional cost, and any and all other damages to which Global Direct may be entitled hereunder. Notwithstanding the foregoing, if Merchant provides Global with written notice within forty-five (45) days of Merchant's execution of this Card Services Agreement that it wishes to terminate this Card Services Agreement immediately, Merchant shall not be responsible for the payment of the above-referenced amount(s), but shall be responsible for compliance with all other terms and conditions set forth in this Card Service Agreement, including but not limited to payment for all fees incurred prior to the termination of this Card Services Agreement.

Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application, or in the event Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.

In the event that Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such thirty (30) day period unless notification is withdrawn.

Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. In the event of termination, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

14. RETURNED ITEMS/CHARGEBACKS.

If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the

card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

15. RESERVE ACCOUNT.

At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("Reserve Account"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) Direct payment by Merchant -- At the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; (b) The proceeds of indebtedness presented for purchase; or (c) The transfer by Global Direct and Member into the Reserve Account of funds withdrawn from any of the accounts referred to in Section 5 or any other accounts, including certificates of deposit, maintained by Merchant or Merchant's guarantor, if any, with any designated depository or other financial institution. Merchant and Merchant's guarantor hereby grants Member a security interest in all accounts referenced in Section 5 or any other accounts, including certificates of deposits, maintained by Merchant or Merchant's guarantor, if any, with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. Merchant and Merchant's guarantor will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent (5%) of gross sales for the 90 day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent (5%) of gross sales for the 90 day period prior to termination in a Reserve Account.

16. DEFAULT/SECURITY INTEREST.

Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts under this Card Services Agreement, any funds in the Reserve Account, Merchant's affiliated entities, or Merchant's guarantor held by any designated depository (or by any other financial institution) may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account, (c) any rights to receive credits or payments under this Card Services Agreement and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) and Merchant's guarantor's instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them are described above in Section 15.

Merchant also agrees that, in the event of a default by Merchant, Member has a right of setoff and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member may have under applicable law.

17. DISPUTE RESOLUTION – ARBITRATION AND CLASS ACTION WAIVER

NOTE: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES

- 17.1 MANDATORY ARBITRATION: ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS CARD SERVICES AGREEMENT OR THE RELATIONSHIPS WHICH RESULT FROM THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT; HOWEVER, YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF (1) THE CLAIMS QUALIFY FOR SMALL CLAIMS COURT; (2) THE MATTER REMAINS IN SMALL CLAIMS COURT AT ALL TIMES; AND (3) THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL BASIS (NOT A CLASS OR REPRESENTATIVE BASIS). ARBITRATION DOES NOT PROCEED BEFORE A JURY AND MAY INVOLVE MORE LIMITED DISCOVERY THAN A COURT PROCEEDING. ANY ARBITRATION UNDER THIS CARD SERVICES AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED.** The arbitrator's award or decision will not affect issues or claims involved in any proceeding between Global Direct or Member and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration. However, nothing in this Section or this Card Services Agreement shall preclude any party from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief on your behalf. Further, notwithstanding the foregoing, nothing in this Section or this Agreement prohibits a party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary

injunction, or other equitable relief.

The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of the arbitration provisions of this section. Arbitration will be administered by JAMS (www.jamsadr.com). For claims greater than \$250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). For claims equal to or less than \$250,000, the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). Unless the arbitrator(s) determine that justice or fairness require otherwise: (i) any arbitration will proceed in Atlanta, Georgia (although, for the convenience of the Merchant or guarantor (as applicable), any party or its counsel may participate telephonically); and (ii) the arbitrator(s) will oversee limited discovery, taking into account the amount in controversy and the parties' desire to keep proceedings cost-effective and efficient. Any decision rendered in any arbitration proceeding shall be final and binding on each of the parties to the arbitration and judgment may be entered thereon in any court of competent jurisdiction. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to enforce any award or to comply with applicable law.

If the total damage claims in an arbitration are \$10,000 or less, not including the Merchant's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Merchant prevails, award the Merchant reasonable attorney fees, expert fees and costs (separate from Arbitration Costs as defined below), but may not grant Global Direct or Member its attorney fees, expert fees or costs (separate from Arbitration Costs) unless the arbitrator determines that the Merchant's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, Global Direct will pay all arbitration filing, administrative and arbitrator costs (together, "Arbitration Costs"). The Merchant must submit any request for payment of Arbitration Costs to JAMS at the same time the Merchant submits its Demand for Arbitration. However, if the Merchant wants Global Direct to advance the Arbitration Costs for a Small Arbitration Claim before filing, Global Direct will do so at the Merchant's written request which must be sent to Global Direct at the address set forth in the Notices section (Section 22) herein below.

If the Merchant's total damage claims in an arbitration exceed \$10,000, not including the Merchant's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Merchant and Global Direct (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Merchant is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, Global Direct will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "American Express Guide").

- 17.2 Choice of Forum: A court, not the arbitrator, will decide any questions regarding the validity, scope and/or enforceability of Section 17.1. Any litigated action (as opposed to an arbitration) regarding, relating to or involving the validity, scope and/or enforceability of Section 17.1, or otherwise, shall be brought in either the courts of the State of Georgia sitting in Fulton County or the United States District Court for the Northern District of Georgia, and Merchant and guarantor (if applicable) expressly agree to the exclusive jurisdiction of such courts. Merchant and guarantor (if applicable) hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or guarantor might otherwise have to personal jurisdiction or venue in such courts.
- 17.3 Class Action Waiver: MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS CARD SERVICES AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. MERCHANT AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.

18. AMENDMENTS.

This Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant, except that (a) the Card Acceptance Guide and any and all fees, charges, and/or discounts (including without limitation surcharges) may be changed immediately, or (b) Global Direct may mail Merchant either (i) a notice describing amendments to this Card Services Agreement or new services to be provided or fees to be charged to Merchant or (ii) an entirely new agreement, which notice, amendments or new agreement will be binding upon Merchant if it deposits sales or credit slips after the effective date of such amendment or new agreement set forth in Global Direct's notice.

19. WAIVER.

No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

20. EXCHANGE OF INFORMATION.

Merchant authorizes Global Direct to order a credit report on Merchant or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant, Merchant's owners, principals, partners, proprietors, officers, shareholders, managing agents and guarantors with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

21. GENERAL.

If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.

22. NOTICES.

All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc.- 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.

23. MERGER.

This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.

24. EFFECTIVE DATE.

This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.

25. DESIGNATION OF DEPOSITORY.

The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("Depository") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services

Agreement. Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.

26. FINANCIAL ACCOMMODATION.

The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.

27. DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.

Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "Covered Terminals") in each of the following debit card networks ("Networks"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks. Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("Applicable Laws") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this Section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

In the event that Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this Section necessary to enforce the rights and obligations of the parties contained in this Section shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

28. MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.

Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "Rules"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management

Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "Merchant" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon ninety (90) days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

29. DECLINE MINIMIZER SERVICES

In the event that Merchant elects to use Global Direct's Decline Minimizer Service (as defined herein below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "Decline Minimizer Services"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant accordance with this Agreement.

30. DISCOVER PROGRAM MARKS.

Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

31. PAYPAL MARKS.

PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

32. AMERICAN EXPRESS CARD ACCEPTANCE.

Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "cardholder" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this Section 31 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this Section 31, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this Section 31 means an American Express Program Merchant with either

(i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its

establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.

In connection with Merchant's acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.

Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.

Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

33. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

34. SURCHARGES/OTHER FEES.

Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear below, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dventure (GA@) or Business View for transaction detail review.

The items listed in this Section 33 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:

Merchant will also be assessed (a) Cross-Border fees and a U.S. Acquirer Support fee for international MasterCard and Maestro transactions, (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions, and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. MasterCard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, MasterCard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.

Merchant will also be assessed a Discover Network Authorization Fee.

Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.

Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a MasterCard CVC2 Transaction fee and the MasterCard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. MasterCard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's MasterCard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

SURCHARGES FOR PREDOMINANT MARKET SECTORS

Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at
- the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required
- [NSR] program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at
- the time of sale. Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

Supermarket Electronic Merchant

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at
- the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible
- for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Emerging Market Electronic Merchant

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your
- terminal/electronic system. Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "Direct Marketer" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

MOTO Electronic Merchant

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions. Purchase date (settled date) is ship date.
- Send order number with each transaction.

- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

Public Sector Electronic Merchant

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at
- the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible
- for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Purchase Card Electronic Merchant

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder
- billing address. Purchase date (settled date) is ship date.
- Send order number (customer code) with
- each transaction. Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

Lodging/Auto Rental Electronic Merchant

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final
- transaction amount. Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

Paper Deposit Merchant

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

Debit Card Merchant

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

Card Present: / Mag Stripe Failure:

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta GA. 30326, or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

Global Payments Direct Inc. is a registered ISO of BMO Harris Bank N.A. and Wells Fargo Bank, N.A.

Debit sponsorship is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.

ADDENDUM A

1. Equipment Selection and Rental Term. This addendum to the Card Services Agreement (the "Agreement") to which it is attached governs the rental (the "Rental") of any point of sale equipment ("Equipment") by You under the Agreement, as indicated on the application pages or any subsequent order form (the "Application"). The initial term ("Initial Term") shall be set forth on the Application. After expiration of the Initial Term, the Rental shall be automatically extended for successive one (1) month periods (each a "Renewal") on the same terms and conditions expressed herein, or as may be amended, unless you give written notice of termination at least ten (10) days prior to the expiration of the Initial Term or any Renewals.

2. Fees and Charges. Each item of Equipment selected by you, as well as its respective monthly rental charge and current replacement cost, are set forth on the Application. After the Initial Term, OpenEdge may increase rental charges at any time upon sixty (60) days written notice. You authorize OpenEdge to debit your merchant bank account, for all charges incurred by you under the Agreement, including any charges incurred by OpenEdge on your behalf, for the Equipment provided for in this Agreement. If your account contains insufficient funds to accommodate such debit, you authorize OpenEdge to charge your account a one and one-half percent (1½%) per month service charge on all amounts that are not paid on the due date. You will be sent a statement indicating the amount debited to your account. In the event that any amount due hereunder is not timely paid as provided herein, OpenEdge may, in addition to any other right or remedy which it may have under this Agreement or at law, terminate the Rental if you do not effect payment in full within ten (10) days of OpenEdge's written demand therefor. You agree to reimburse OpenEdge for all costs and expenses, including reasonable attorneys' fees, incurred by OpenEdge in enforcing collection of any monies due it under the Agreement. You shall reimburse OpenEdge for (or pay directly if instructed by OpenEdge) all charges and taxes that may now or hereafter be imposed or levied upon the rental, possession or use of the Equipment, excluding all taxes on or measured by OpenEdge's net income.

3. Title and Loss. Any rented Equipment is OpenEdge's property and will not become your property. Notwithstanding any attachment, such Equipment will remain personal property and not become a fixture. You will protect such Equipment from loss, theft, damage or any legal encumbrance. Title to rented Equipment, as well as all alterations or repairs made or parts added to such Equipment, shall remain in OpenEdge. You agree to give OpenEdge a security interest in all such Equipment, as applicable. At OpenEdge's request, you shall execute and deliver, at your expense, any security agreement or other document reasonably required to document or perfect OpenEdge's security interest in such Equipment. It is understood and agreed that the rights of OpenEdge under such security interest shall be in addition to the rights and/or remedies otherwise available to Global under the terms of this Agreement, and not in limitation thereof. Upon delivery of Equipment, you shall bear the entire risk of loss, theft, destruction of or damage to the Equipment or any portion thereof from any cause whatsoever ("Loss or Damage"), whether or not covered by insurance. No Loss or Damage shall relieve you from your obligations hereunder. OpenEdge shall provide you with operating instructions that will instruct you in the proper use of the Equipment, and you shall install, use and operate the Equipment only in such manner and in accordance with card association requirements. You are responsible for providing all necessary connections and other facilities and for paying all expenses of installing and operating the Equipment. You shall provide the Equipment with a suitable secure space and power for its proper operation. You shall provide all necessary infrastructure, including without limitation, power outlets, grounding and anti-static environments required for the safe and efficient operation of the Equipment in accordance with the specifications of OpenEdge and any other applicable specifications or regulations. You shall not move the Equipment, attach any devices, change your method of telecommunication (including but not limited to using Voice over IP (VoIP) technology) or install any software without OpenEdge's prior written consent. With respect to any item of Equipment rented to you by OpenEdge, you will not be liable for normal wear and tear, provided, however, that you will be liable to OpenEdge in the event that any rented item of Equipment is lost, destroyed, stolen or rendered inoperative. You will indemnify OpenEdge against any loss arising out of, damage to or destruction of any item of Equipment for any cause whatsoever and for any costs, expenses, and judgments OpenEdge may suffer, including reasonable attorneys' fees, arising from the use of the Equipment. The cryptographic keys loaded into the PIN Pad(s) by OpenEdge are used to encode and authenticate information. They are provided by OpenEdge in connection with meeting Card Association obligations and are the property of an authorized Card Association member and are not to be altered by You on any Equipment.

4. Software. You acknowledge that the Equipment provided hereunder is embedded with proprietary technology ("Software"). Furthermore, the term "Software" includes any programs, applications or proprietary technology that is otherwise provided or made available to you under this Agreement, independent of Equipment. At all times, OpenEdge or its suppliers retain all rights to such Software, including, but not limited to updates, enhancements and additions. All material and information made available by OpenEdge, including but not limited to the Equipment and Software, shall be protected by you as confidential and proprietary information of OpenEdge and/or its suppliers, and your use thereof shall be limited to that expressly authorized by OpenEdge. You shall not disclose OpenEdge's confidential or proprietary information to any third party unless such disclosure is authorized in advance in writing by OpenEdge. Nothing in this Agreement contemplates, constitutes or creates a transfer or license of any intellectual property to you. You shall not obtain title, copyrights, or any other proprietary right to any Software. You shall not commit any act or assist anyone else to commit any act to copy, modify, alter, translate, attempt to change, reprogram, decompile, emulate, reverse engineer or tamper with the Software in any way, or commit any act or assist anyone else to commit any act that otherwise rearranges the Equipment or the Software. You shall not create or attempt to create any derivative work based on the Software or assist anyone else in doing so. You shall not sell, license, sublicense, or convey any rented Equipment to a third party without the prior written consent of OpenEdge. OpenEdge's suppliers of Equipment and/or Software are third party beneficiaries of the Agreement with the right to rely on and directly enforce the terms of this Agreement against you to protect their ownership rights. You are liable to OpenEdge and/or to such third party beneficiaries for any transferee's conduct with regard to the Software. You will indemnify OpenEdge for any costs, expenses and judgments OpenEdge may suffer, including reasonable attorneys' fees, arising from your breach of this Section 5 or otherwise arising out of use of the Software.

5. Maintenance. You will promptly notify OpenEdge of any Equipment malfunction, failure or other incident resulting in the loss of use of the Equipment or need for repair or maintenance, whereupon OpenEdge will make the necessary arrangements to obtain required maintenance. You may be responsible for shipping cost. You shall cooperate with OpenEdge in its attempt to diagnose any problem with the terminal. In the event your terminal requires additional software, you are obligated to cooperate and participate in downloading and installing such software. Maintenance service provided under this Agreement may include replacing an item of Equipment or a component thereof, if OpenEdge determines in its sole discretion that the need for replacement arose from ordinary wear and tear, and that such replacement is necessary for the Equipment to function in accordance with its written specifications. Replaced items of Equipment and/or components thereof are OpenEdge's property; you are required to ship them to OpenEdge within thirty (30) days of their replacement, and they will not be returned to you. Maintenance service provided under this Agreement is available only for Equipment that has been handled and operated appropriately, and does not include services arising out of the negligence or misconduct by you, your employees, agents, customers or contractors or your failure to comply with any and all instructions and specifications provided by OpenEdge or the manufacturer of the Equipment; if any such replaced Equipment is determined by OpenEdge to be unrepairable, or if you have failed to ship any replaced Equipment to OpenEdge within thirty (30) days of its replacement, OpenEdge shall have the right to debit your account for the then current replacement cost of such Equipment.

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6. Access to Premises. You will allow OpenEdge and its designated representatives physical and electronic access to the Equipment upon request, including permitting prompt and safe access to your premises when required for the purpose of performing OpenEdge's obligations and/or for the inspection, repair, removal, modification, installation, replacement, disconnection and/or relocation of the Equipment.

7. Warranties and Representations. Neither OpenEdge nor its suppliers make any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to any terminal, any equipment, the software residing therein or any of the services furnished hereunder. If there are problems with the Equipment, OpenEdge may give notice to you to immediately cease using the Equipment; your failure to comply with any such instructions from OpenEdge could result in your incurring losses, for which OpenEdge shall have no liability to you whatsoever.

8. Limitation of Liability. OpenEdge shall not be liable for failure to provide the Equipment if such failure is due to any cause or condition beyond OpenEdge's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, communication failures, unavoidable delays, or other similar causes beyond OpenEdge's control. OpenEdge's suppliers disclaim all liabilities under this Agreement. The liability of OpenEdge, if any, for any loss hereunder, including but not limited to damages arising out of any malfunction of the Equipment or the failure of the Equipment to operate, personal injury, property damage, or cause of action under contract, negligence, tort, statute, warranty, or infringement shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed one (1) month's average charge paid hereunder by you for the rented Equipment during the previous twelve (12) months or such lesser number of months as shall have elapsed subsequent to the effective date of this Agreement. The foregoing represents the sole extent of OpenEdge's liability in the event of any alleged default by OpenEdge under this Agreement, including alleged acts of negligence, breach of contract, or otherwise, and regardless of the form in which any legal or equitable action may be brought against OpenEdge, and the foregoing shall constitute your exclusive remedy. OpenEdge shall have no liability whatsoever arising from use of the Equipment in connection with software or services not authorized by OpenEdge. Under no circumstances shall OpenEdge be liable for any loss of anticipated profits, lost interest, or for special, consequential, punitive or exemplary damages, even if OpenEdge has been advised of the possibility of such damages. In no event shall OpenEdge be liable for any claim, loss, billing error, damage, or expense caused by OpenEdge's performance or failure to perform hereunder which is not reported in writing to OpenEdge by you within thirty (30) days of such failure to perform, or in the event of a billing error, within sixty (60) days of the invoice or applicable statement. Neither party may institute any action in any form arising out of or in connection with this Agreement more than two (2) years after the cause of action has arisen, or in the case of non-payment, more than two (2) years from the date of last payment or promise to pay, except that this limitation shall not apply to an action for non-payment of taxes.

9. Termination. You may terminate a Rental by notifying OpenEdge in writing of your intent to terminate, subject to a \$50 re-stocking fee. In the event that you terminate this Agreement in breach of this Section 10, all monthly fees assessed to you and payable to OpenEdge under this Agreement for the remainder of the then-current Initial Term or Renewal shall be immediately due and payable to OpenEdge, and you hereby authorize OpenEdge to accelerate the payment of all such monthly fees and to deduct the total amount from your merchant bank account identified above. If such account does not contain sufficient funds for the debit, you shall pay OpenEdge the amount due within ten (10) days of the date of OpenEdge's invoice for same. The payment of accelerated monthly fees as described herein is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate OpenEdge for its termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amounts shall not be in lieu of but in addition to any payment obligations otherwise incurred by you under this Agreement, which shall be an additional cost, and any and all other damages to which OpenEdge may be entitled hereunder. If you default under a Rental, or any other agreement between you and an affiliate of OpenEdge, and such default continues for ten (10) days after OpenEdge's written notice, OpenEdge may terminate this Agreement, declare the entire amount of the unpaid balance and any other charges to be immediately due and payable and exercise any other remedy existing at law or in equity, including the right to enter upon your premises without notice and repossess any Equipment not owned by you. If you default, OpenEdge may require you, at your expense, to return such Equipment to OpenEdge in the same condition as when delivered to you hereunder, ordinary wear and tear resulting from proper use alone excepted, free and clear of all liens, encumbrances or rights of others whatsoever. You are responsible for return shipping costs if you terminate for any reason other than a breach of the Agreement by OpenEdge, and agree to contact OpenEdge for instructions regarding return of the Equipment and to promptly comply therewith. In the event that OpenEdge breaches the terms and conditions hereof, you may, at your option, give written notice of your intention to terminate the Rental unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make the Rental terminable, at your option, at the end of such thirty (30) day period unless notification is withdrawn. If you have failed to ship any Equipment to OpenEdge within thirty (30) days of termination of this Agreement, OpenEdge shall have the right to debit your account for the full then-current replacement cost of such Equipment. Software license rights provided under this Agreement through a third party may be suspended, modified or terminated in whole or in part at any time without liability to you.

10. Survival. All terms of this Addendum shall survive expiration or termination of the Agreement to the extent necessary to fulfill the purposes of this Addendum.

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MERCHANT WORKSHEET FOR TYLER TECHNOLOGIES

Return by Fax 410-753-1333 or email to susan.gresham@openedgepay.com

BUSINESS INFORMATION

Legal Business Name		
Legal Address		
City	State	Zip
Phone	Fax	
Years in Business	Type of Business	
Contact Email Address		
Customer Service Email		

Merchant "Doing Business As" Name (this is what will show on your customers receipt)		
Physical Location Address (NO PO Box #)		
City	State	Zip
Phone	Fax	
No. of Physical Locations	Tax ID No. (9 Digits)	
Contact Name	Contact Phone	
Customer Service Phone	Website Address	

Which email address should be used to receive notifications from OpenEdge (such as account enrollment and/or PCI setup)?

Which address should receive monthly statements (Check One)?

☐	☐
Legal	DBA

ACCOUNT INFORMATION

Total Estimated Annual Credit Card Sales
Total Estimated ACH/Check Sales (if applicable)
Bank Routing Number

Estimated Average Ticket (Average credit card sale)
Bank Account Number (Optional)

A voided check or bank verification letter is also required

TOTAL SALES PROFILE (Must equal 100%)

Cards Swiped _____ %	Mail Order/Phone/Internet: _____ %
If prepaid, how long does the customer wait before product is received? _____	
of sales in the _____ % category?	of cost that is prepayment? _____ %

Does merchant accept transactions before the customer receives product or service? i.e. any prepayments

If yes, for which product or service? _____

☐	☐
Yes	No

What are you accepting payments for? (indicate all that apply)

Utility	Taxes	Municipal
Other (explain)		

MERCHANT WORKSHEET FOR TYLER TECHNOLOGIES

Return by Fax 410-753-1333 or email to susan.gresham@openedgepay.com

SALES PROFILE (continued)

DBA name on Merchant Account (printed on customers receipt)	DBA address if different from main DBA	DBA phone if different from main DBA	Contact name if different from main DBA	Which Tyler product/service are payments for?	Annual volume	Average ticket	Payment Channel (ex: Retail, ecommerce)	Date of Go-Live

INFORMATION ABOUT TYLER

Which Tyler Technology products/applications are you using? (check all that apply)

☐	☐	☐	☐	☐	☐	☐	☐	☐
Cashiering	EnerGov-My-GovPay	New World Systems	Parks & Rec E-Commerce	Munis Citizen Self Service	Tyler Payments	Incode	Incode10	Insite

Who are your Tyler Representatives?

_____	_____	_____	_____
Name (First & Last)	Phone	Title	Email

What is your planned implementation date? _____

AUTHORIZED SIGNER

_____	_____	_____	_____
Name (First & Last)	Phone	Title	Email

Please include a voided check or bank verification letter with this worksheet

SOLUTION
PARTNER



Decline Minimizer

Fewer Declines. More Approved Transactions. **Total Automation.**

Totally Automatic

Updates Card Information

Decreases Card Declines



Receive a **FREE** Ingenico
Touch ISC250 When You
Sign Up With OpenEdge!*

Decline Minimizer helps merchants, on average,
collect \$3,800 per month by avoiding lost and
delayed payments.

- ☒ 93% of businesses reported card declines delay
payments by a day or more
- ☒ 25% of businesses reported card declines delay
payments more than a week

There is **NO** other service like Decline Minimizer

- Decrease card declines
- Increase cash flow
- Improve customer relations
- Reduce card processing fees
- Improve staff productivity

* This solution is available in your
point of sale or software application.



Contact OpenEdge to Get Started Today!

800-513-2579 | Solutions@openedgepay.com
www.openedgepayment.com

Learn more about Decline Minimizer by visiting: **www.openedgepayments.com/declineminimizer**

*Offer for new OpenEdgmerchant accounts only. Existing OpenEdge merchants and businesses outside the U.S. and Canada do not qualify. OpenEdge, a division of Global Payments, operates through the following entities: OpenEdge Payments LLC is a registered ISO of Wells Fargo Bank, N.A., Walnut Creek, CA and a registered ISO of BMO Harris Bank N.A., Chicago, IL and a registered ISO/MSP of Synovus Bank, Columbus, GA. PayPros LLC is a registered ISO of Wells Fargo Bank, N.A., Walnut Creek, CA. EMV® is a registered trademark owned by EMVCo LLC. Statistics Source: Merchant Survey Data

Secure Electronic Check Processing



OpenEdge Check Benefits



Receive a **FREE** Ingenico
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- Less Expense & Effort
- Save up to **75%** in fees vs. credit card processing
- Volume discounts available, potentially saving more
- Eliminate trips to the bank
- Simple, convenient check processing
- Funds processed and deposited electronically
- Easy-to-access on-line transaction history and reporting
- **Centralized Customer Care** assists with check and credit card

Contact OpenEdge to Get Started Today!

Call: 704-799-9858, or email us at Susan.Gresham@openedgepay.com
www.openedgepayment.com



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Covered!**



What You Need to Know About EMV®

- EMV® is a chip technology used globally in place of a magnetic stripe.
- When? The liability shift date started on October 1, 2015.
- Helps reduce counterfeit, loss of stolen credit cards during card-present transactions.
- For more information on EMV, please visit openedgepayments.com/emv



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- Ease of Use: No need to carry and produce multiple credit cards.
- Security: Credit and debit card information stored on your phone is password protected.
- Versatility: Consumers use Apple Pay/NFC to check out while shopping. Purchase and load tickets on phones, store loyalty cards and much more on a single device.

Contact OpenEdge to Get Started Today!

Call: 704-799-9858, or email us at Susan.Gresham@openedgepay.com
www.openedgepayment.com

Regular City Council
AGENDA ITEM
8.C.



To: City Council
Subject: Consideration and possible action on a resolution to authorize the City Manager to execute a contract amendment with ACDI Clawson Disposal, Inc. (Byron Frankland, Assistant City Manager)
Meeting: Regular City Council - 15 Aug 2019
Department:
Staff Contact: Byron Frankland,

ATTACHMENTS:

[ACDI Contract Amendment](#)



Al Clawson Disposal, Inc.

P.O. Box 416

Jarrell, Texas 76537

512-930-5490 Phone

tanya.clawson@clawsondisposal.com

July 1, 2019

City of Hutto
401 W Front
Hutto, Texas 78634

Subject: Contract for Solid Waste and Recycling Service

Dear Mr. Jones:

We are requesting review and consideration of amendments to the contract for solid waste and recycling between Al Clawson Disposal, Inc. and the City of Hutto.

Our original request was submitted on July 31, 2018, since that time frame our expenses have changed from the original proposal of 14.02% rate adjustment to 16.55% rate adjustment. Modifications have been made accordingly to Appendix No 1 from our previous request.

We look forward to an opportunity to present to city council on July 18, 2019. Please let us know if you have any questions or need any additional information.

Section 3.01 Service Provided

- (a) Contractor shall provide curbside collection of garbage for Residential Units one (1) time per week. No limits shall be enforced for: the first collection following a holiday or the collection week between December 25 and January 1 of each year. Carts, Containers, Bags and Bundles shall be placed at curbside by 7:00 a.m. on the designated collection day. Contractor will provide and maintain one 95 gallon cart or one 65 gallon cart, for each Residential Unit. Collections will include small appliances and small items of furniture, e.g. blenders, microwave ovens, small televisions, water heaters (small enough for one person to easily lift), broken down boxes, and yard clippings. No rocks, dirt, bricks, large furniture, car batteries, oil, oil filters, liquids, or hazardous chemicals will be collected in curbside pickup.
- (b) Contractor shall provide curbside collection of recycling for Residential Units one (1) time per week. Carts shall be placed at curbside by 7:00 a.m. on the designated collection day. Contractor will provide and maintain one 95 gallon cart or one 65 gallon cart, for each Residential Unit. Collections will include the following materials: newsprint, cardboard, glass, aluminum cans, steel food cans and plastic (#1 through #7).

4.01 Hours of Operation Collection of Residential Refuse shall not start before 7:00 a.m. or continue after 7:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Commercial refuse and waste may be collected at anytime, around the clock.

We are asking to review and consider amending the carts at the curb and the start time from 7:00 a.m. to 6:00 a.m. This amendment will allow for flexibility on the days of extreme temperatures. The recent heat waves have proven to be a safety risk to our employees that service the carts at the curb. Historically in our more than 34 years in business this hasn't been a problem. We value the safety of our crew members and appreciate your consideration. The start time change would have a direct impact on approximately 60 residents per day or 3% of the total residents.

12:00 Modification of Rates

- (c) Rate adjustment requests must be received in writing by June 1 (taking effect October 1) or the Contractor forfeits the right to adjust the rate for the upcoming year;

Review and consider amending the received in writing date from June 1 to August 1. We ask for this request because we receive our rate adjustments in June from Balcones Resources and that information is vital to our rate structure especially considering all the recent changes in the recycling industry.

The current market conditions have changed from a small rebate in recycling to paying as much as \$80.00 per ton. We are working on marketing material to assist with educational efforts to achieve the most optimal product in the market. We have a well-established outlet for recycling, however the amount of contamination in the recycling is a growing concern. Contamination should be at 1% or less, we have experienced some loads with as much as 25% contamination. All recycle recovery facilities have adopted a 1% or less contamination standard in product. Our most common problem area the use of plastic bags. Anything placed inside a plastic bag is marked as contamination and will not be recycled. We will remain diligent in our efforts to provide a clean product.

Additionally, the current gate rate to Williamson County Landfill including fees is \$49.12 per ton (Gate Rate \$40.45 Fees \$8.67). Also, our roll off containers have a three ton minimum we ask to acknowledge that in the pricing as well. The current contract rates for roll offs that are established at \$36.75 per ton are insufficient in recovering the current gate rate fee, we encourage that section be reviewed and considered to include "Williamson County Gate Rate". We charge a fixed transport fee and recover the actual disposal costs.

We have maintained our current rate structure since February 2016.

Modification to Appendix No. 1

Residential Weekly Solid Waste and Recycle

Description of Current Service – Weekly Solid Waste and Recycle	Current	Proposed	Customers
95 Gallon Solid Waste 95 Gallon Recycle	\$13.95	\$16.26	7,774
95 Gallon Solid Waste 65 Gallon Recycle	\$13.30	\$15.50	76
65 Gallon Solid Waste 95 Gallon Recycle	\$12.15	\$14.16	13
65 Gallon Solid Waste 65 Gallon Recycle	\$11.50	\$13.40	113

COMMERCIAL SERVICES

*** The following prices are quoted per month exclusive of sales tax / inclusive of 10% franchise fee ***

CURRENT WEEKLY SOLID WASTE SERVICE:

Size	1X/wk	2X/wk	3X/wk	4X/wk	5X/wk	6X/wk
95 gal	\$ 12.19	\$ 18.75	\$ 26.79			
2 yd	\$ 61.75	\$ 88.21	\$ 117.61	\$ 147.01	\$ 172.95	\$ 192.17
3 yd	\$ 73.00	\$ 104.29	\$ 139.05	\$ 173.81	\$ 204.48	\$ 227.20
4 yd	\$ 84.25	\$ 120.36	\$ 160.48	\$ 200.60	\$ 236.00	\$ 262.22
6 yd	\$ 106.75	\$ 152.50	\$ 203.33	\$ 254.16	\$ 299.01	\$ 332.23
8 yd	\$ 129.25	\$ 184.64	\$ 246.19	\$ 307.74	\$ 362.05	\$ 402.28
10 yd	\$ 151.75	\$ 233.46	\$ 333.51	\$ 444.68	\$ 555.85	\$ 653.94

PROPOSED WEEKLY SOLID WASTE SERVICE:

Size	1X/wk	2X/wk	3X/wk	4X/wk	5X/wk	6X/wk
95 gal	\$ 14.21	\$ 21.85	\$ 31.22			
2 yd	\$ 71.97	\$ 102.81	\$ 137.07	\$ 171.34	\$ 201.57	\$ 223.97
3 yd	\$ 85.08	\$ 121.55	\$ 162.06	\$ 202.58	\$ 238.32	\$ 264.80

4 yd	\$ 98.18	\$ 140.28	\$ 187.04	\$ 233.80	\$ 275.06	\$ 305.62
6 yd	\$ 124.42	\$ 177.74	\$ 236.98	\$ 296.22	\$ 348.50	\$ 387.21
8 yd	\$ 150.64	\$ 215.20	\$ 286.93	\$ 358.67	\$ 421.97	\$ 468.86
10 yd	\$ 176.86	\$ 272.10	\$ 388.71	\$ 518.27	\$ 647.84	\$ 762.17

CURRENT WEEKLY RECYCLING SERVICE:

Size	1X/wk	2X/wk	3X/wk	4X/wk	5X/wk	6X/wk
95 gal	\$ 4.69	\$ 7.22	\$ 10.31			
2 yd	\$ 33.96	\$ 48.51	\$ 64.68	\$ 80.85	\$ 95.12	\$ 105.69
3 yd	\$ 40.15	\$ 57.36	\$ 76.48	\$ 95.60	\$ 112.47	\$ 124.97
4 yd	\$ 46.34	\$ 66.20	\$ 88.27	\$ 110.31	\$ 129.81	\$ 144.23
6 yd	\$ 58.71	\$ 83.87	\$ 111.83	\$ 139.79	\$ 164.46	\$ 182.73
8 yd	\$ 71.09	\$ 101.56	\$ 135.41	\$ 169.26	\$ 199.13	\$ 221.26

PROPOSED WEEKLY RECYCLING SERVICE:

Size	1X/wk	2X/wk	3X/wk	4X/wk	5X/wk	6X/wk
95 gal	\$ 5.47	\$ 8.41	\$ 12.02			
2 yd	\$ 39.58	\$ 56.54	\$ 75.38	\$ 94.23	\$ 110.86	\$ 123.18
3 yd	\$ 46.79	\$ 66.85	\$ 89.14	\$ 111.42	\$ 131.08	\$ 145.65
4 yd	\$ 54.01	\$ 77.16	\$ 102.88	\$ 128.57	\$ 151.29	\$ 168.10
6 yd	\$ 68.43	\$ 97.75	\$ 130.34	\$ 162.93	\$ 191.68	\$ 212.97
8 yd	\$ 82.86	\$ 118.37	\$ 157.82	\$ 197.27	\$ 232.09	\$ 257.88

CURRENT ROLL-OFF SERVICES

*** The following prices are quoted exclusive of sales tax / inclusive of 10% franchise fee ***

	20 Yard	30 Yard	40 Yard
Delivery Fee	\$ 90.00	\$ 90.00	\$ 90.00
Haul Charge	\$ 90.00 + \$36.75/ton	\$ 90.00 + \$36.75/ton	\$ 90.00 + \$36.75/ton
Daily Rental	\$ 3.00 / day	\$ 3.00 / day	\$ 3.00 / day
(Begins after 14 days)			

PROPOSED ROLL-OFF SERVICES

*** The following prices are quoted exclusive of sales tax / inclusive of 10% franchise fee ***

	20 Yard	30 Yard	40 Yard
Delivery Fee	\$ 125.00	\$ 125.00	\$ 125.00
Haul Charge	\$ 125.00	\$ 125.00	\$ 125.00
	+ Gate Rate Disposal Fee	+ Gate Rate Disposal Fee	+ Gate Rate Disposal Fee
	3 Ton Minimum	3 Ton Minimum	3 Ton Minimum
Current gate rate disposal fee (\$49.12 per ton subject to change based on current fee schedule at time of disposal for Williamson County Landfill)			
Daily Rental	\$ 3.50 / day	\$ 3.50 / day	\$ 3.50 / day
(Begins after 14 days)			

If you have any questions please feel free to contact me for discussion. We appreciate the opportunity to serve the City of Hutto.

Respectfully,



Tanya Clawson
Corporate Secretary
AI Clawson Disposal, Inc.

Regular City Council
AGENDA ITEM
8.D.



To: Resolutions
Subject: Consideration and possible action on a resolution of the City of Hutto, Texas nominating individuals for each position on the Williamson County Appraisal District Board of Directors.
Meeting: Regular City Council - 15 Aug 2019
Department: Finance
Staff Contact: Barbara Gonzales,

BACKGROUND INFORMATION:

Mr. Rufus Honeycutt was nominated and approved by Hutto City Council in October 2015 to serve on the Williamson County Appraisal District Board of Directors.

FINANCIAL IMPACT:

There are no financial implications.

POLICY IMPLICATIONS:

Must comply with the Section 6.03 Texas Property Tax Code.

RECOMMENDATION:

That the City Council nominate Rufus Honeycutt for the Williamson County Appraisal District Board of Directors.

ATTACHMENTS:

[Resolution - WCAD Board of Directors](#)

Lynn Trumbul, Senior Assistant City Secretary	None
Lacie Hale, City Secretary	None

RESOLUTION NO. R-19- - __

A RESOLUTION OF THE CITY OF HUTTO, TEXAS NOMINATING INDIVIDUALS FOR EACH POSITION ON THE WILLIAMSON COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS.

WHEREAS, Section 6.03 (f) Texas Property Tax Code provides for the governing body of each unit to nominate individuals for each position to be filled on the Williamson County Appraisal District Board of Directors, and

WHEREAS, the City of Hutto, Texas wishes to nominate Rufus Honeycutt,

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

That the City Council hereby nominates Rufus Honeycutt for the Williamson County Appraisal District Board of Directors.

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 and 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 the 15th day of **August, 2019**.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

Regular City Council
AGENDA ITEM
9.A.



To: City Council
Subject: Budget and Tax Rate Review and Discussion. (Michel Sorrell)

Meeting: Regular City Council - 15 Aug 2019
Department: Finance
Staff Contact: Michel Sorrell,



Mayor
Doug Gaul

Mayor Pro-tem
Tom Hines

Council Members
Scott Rose, Place 1
Tom Hines, Place 2
Mike Snyder, Place 3
Peter Gordon, Place 4
Patti Turner, Place 5
Tanner Rose, Place 6

City Manager
Odis Jones

Mayor and City Council,

It is my honor to present to you the FY 2019-20 Budget for your consideration. This budget was carefully constructed to meet the growing needs of the Hutto community. The FY 2019-20 Budget continues Hutto's conservative financial approach, while balancing the strains associated with growth, aging infrastructure, and the desire to grow and expand programs and services to meet a higher level of citizen demands. This budget reflects the voters support for the November 2018 Bond Election, which called for improvements and expansion in streets, public safety and parks.

Driving these issues is Hutto's phenomenal growth. Hutto is in the midst the largest economic boom in its 108-year history since being incorporated in 1911. The City has added more than 2,244 homes within the last six years and expects to add more than 450 in 2019 alone. These 450 homes will add approximately 1,350 new residents who need services. This remarkable residential expansion is not expected to slow as new subdivisions are continuing to develop. While this growth results in many positives, it also brings challenges. Our roadways are becoming congested. There are increased demands on our infrastructure. Much of the infrastructure in Hutto's historic downtown has not been updated. Infrastructure in subdivisions that have sprung up in the last 10-15 years is now in need of maintenance. There are more people in need of services from Public Safety, Public Works, Library, Parks and Recreation and Streets and Drainage. New subdivisions brought on by development have increased the workload of Development Services and Public Works staff who are responsible for the upkeep of the City's infrastructure. Support service staff are also being stretched as there are more grants, projects, increased financial complexity and transparency to manage.

Hutto is at a crossroad in its development. The decisions made today will have long lasting impacts on the community and will affect future generations of Hutto residents. Choices made today on topics such as a well-balanced and diversified economy, public safety, fiscal responsibility, quality of life and services and infrastructure and growth will shape the future of Hutto. It is no wonder that the City Council identified these topics as their highest priorities. This proposed budget and work plan was shaped to enable City staff to accomplish the policy that City Council has set.

As the City begins growing and expanding infrastructure, including public safety infrastructure, it is imperative that a long-term plan, including strategies and funding sources, be developed. The City Council did just that by adopting a new Strategic Plan in May 2017 by resolution, updating the plan in June 2018, and again adopting by resolution and updated plan in March 2019. This budget, along with a recent GO Bond election, addresses the above needs by adding critical staff, equipment, and funding.

Overall, these changes help develop economic growth to diversify the tax base, bringing in additional property and sales tax revenue, easing the burden on residents, and continuing the implementation of the infrastructure master plans.

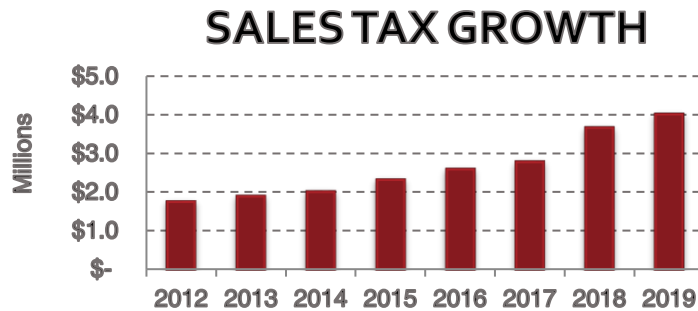
While the community continues to grow, the City has been trying to keep pace with staffing levels needed to serve the expanding population. The City of Hutto had 134.75 FTEs, or “full-time equivalents,” at the beginning of 2019, which gave Hutto a staffing ratio of 4.84 staff per 1,000 residents. This was the lowest staffing ratio of all of Hutto’s benchmark cities, with the average ratio being 7.14 per 1,000 residents. To keep up with the ever-increasing needs of the community and residents, the City added staff and resources to support the programs and services throughout the community, as well as to maintain the City’s investment in its infrastructure. During 2019 the number of FTEs rose to 162.5 and with a population of approximately 30,448, this increased the staffing ratio to 5.34 staff per 1,000 residents. The average ratio for all of the benchmark cities was 7.35. The proposed budget will continue to add employees and proposes to add nineteen (19) FTEs, including two (2) police officers, one (1) sergeant, ten (10) command staff positions (911 Dispatcher and Operators), one (1) program recreation coordinator (part-time to full-time), one (1) multimedia specialist, one (1) fleet maintenance technician, one (1) facility maintenance technician, one (1) utility crew leader, and one (1) utility technician. These, of course, will be staged throughout the year to ensure appropriate timing of cash flows are met. After next fiscal year, the City should not have any immediate needs for additional staff outside of continued normal growth.

City	Population Estimate as of 9/2018	Full Time Equivalents (FTE) Beginning of FY 2019	FTE Ratio per 1,000 Citizens
<i>Average</i>			<i>7.35</i>
Hutto	30,448	162.5	5.34
Belton	22,078	171.5	7.77
Cedar Park	79,104	484.50	6.12
Cibolo	30,225	139.28	4.61
Georgetown	63,227	710	11.23
Kyle	43,417	221	5.09
Leander*	49,234	290.65	5.90
Little Elm	44,372	266.7	6.01
Pflugerville	64,260	402	6.26
Round Rock	112,201	965	8.60
Seguin	31,218	375	12.01
Taylor	16,982	157	9.25

Note: All population and FTE numbers came from each respective city’s FY18 annual report.

*Population for this City was not listed in annual report.

Economic Outlook



Hutto is positioned for a prosperous future. Hutto's location at the intersection of US Hwy 79 and State Highway 130 makes Hutto a convenient location and easily accessible. Because of this, Hutto also benefits from growth that is occurring regionally.

The construction of the Brushy Creek Park Amphitheater, Innovation Business Park, Co-Op

Entertainment District, which houses the new City Hall, along with several new restaurants and retail outlets, and the newly announced Perfect Game has positively impacted revenue for Hutto. This positive revenue impact will only continue to increase as the City builds out. Job growth in the Austin-Hutto MSA is strong each month and unemployment is a low 2.8% as of May 2019.

The Co-Op Entertainment District:



The City of Hutto will have a mixed-use lifestyle development anchored by the Historic Commercial Downtown and the new City Hall. The Co-Op District is being developed by MA Partners from Austin. The City of Hutto and MA Partners formed a private/public partnership to bring a one-of-a-kind destination to the region. The project will be a 700,000 square foot development that is a mixed-use, walkable district planned for high-density residential, retail, entertainment, hotel amphitheater, movie theater and restaurants, along with a civic center and offices. This entire development is approximately 35 acres in size.

The development will have both a Public Improvement District (PID) and a Tax Increment Refinance Zone (TIRZ) component in the financing plan.

Proposed Development Plan includes:

- Restaurants (33,500 sq.ft. of space available)
- Retail/Office space (239,000 sq.ft. of space available)
- Banks (3,000 sq.ft. of space available)
- Multi-family units (236 units available)
- Hotels (140 units available)
- City Hall (40,000 sq.ft.)
- Entertainment (39,000 sq.ft. of space available)

This development has already attracted high-quality tenants with an emphasis on Austin brands. The following iconic Austin brands have announced as tenants in the Co-Op District:

- Flix Brewhouse (39,000 sq.ft.)
- Top Notch Hamburgers (8,000 sq.ft.)
- Southside Market and BBQ (5,000 sq.ft.)



The Project will include an initial period of construction lasting 4 years where \$208 million will be spent to construct new buildings and other real property improvements. Over a 20-year period the City will receive approximately \$23.7 million net benefits from the development. The Project is estimated to support an average of approximately \$240.8 million in new non-residential taxable property value each year over the next 20 years. Additionally, there are 210 workers directly employed by the Project, with initial anticipated earnings of approximately \$45,000 per year on average. The development is also expected to create jobs aside from construction, retail, hospitality, maintenance and others.



Perfect Game Development:

The City of Hutto will have a state-of-the-art baseball-field baseball complex that will serve as the new headquarters of Perfect Game Baseball and add to the vibrancy of the Parks System in Hutto. In addition to the park aspect of the project, this development will also be the newest mixed-used development in the community, bringing over 2,000 residential and multi-family units, over 250,000 sq.ft.. of retail and office space, over 3 new hotels, and an indoor sports and event center to the City.

The entire development is approximately 170 acres in size. The project, a partnership between Perfect Game, Sports Facility Advisory and Sports Facility Management (SFAISFM), the Developer, and the City of Hutto, is anticipated to generate more than \$800 million in private investment.

In addition to the 66 permanent jobs which come with the PG Headquarters relocation, the development will support the creation of thousands of jobs ranging from construction, retail, hospitality, maintenance and more.

Master Plan Amenities include:

- Perfect Game Headquarters (~61,600 sq.ft..)
- Perfect Game Hall of Fame
- Sports-Field Complex
 - 2 Championship Stadiums
- Indoor Sports Facility / Event Center (~150,000 sq.ft..)
- Batting Cage Pavilion
- Green Space / Plaza
- Entrance Water Feature
- Surface Parking ~3,000 spaces
- Sports Medicine Research Facility (~48,000 sq.ft..)
- Sports Technology Research (~13,000 sq.ft..)
- Training Facility + Dorms (with Sports Tech)
- Event Center Hotel (Full Services with ~200 keys)
- Additional Hotel Pads
 - 2-4 hotels (200-600 keys)
- Residential / Multi-family Units
 - ~100 Townhome Units
 - ~1,930 Multi-family Units
- Office Space (~134,000 sq.ft..)
- Retail (~250,000 sq.ft..)
- Restaurants

The development will be completed in phases, with the first phase scheduled to be completed by Memorial Day 2021. The Perfect Game aspect of the development is anticipated to bring over 517,000 non-local visitors in the first year and over 630,000 visitors by the fifth year. These non-local visitors will generate over 138,000 room nights within the first year and over 169,000 room nights annually by the fifth year. Annually, the economic impact of the Perfect Game development from direct spending is estimated to be over \$200 million.

The economic impacts mentioned above does NOT consider any activity happening at the indoor sports facility / event center, but rather only considers the programming set forth for the Perfect Game development. We would anticipate the annual number of unique visitors, annual room nights, and annual economic impact from direct spending to increase.

The development will have both a Pubic Improvement District (PID) and a Tax Incremental Refinance zone (TIRZ) component in the financing plan.





The economic indicators in Hutto point towards a vibrant local economy. The phenomenal residential growth, as well as the new commercial growth, is occurring at its fastest rate in Hutto's history. Sales tax collections continue to do well with all of the new development. As of June 2019, collections were 16.7% over the prior year. Sales tax collections are conservatively projected to rise 15% in FY 2019-20. The development of more homes and more retail will continue to spur the sales tax growth, which has consistently climbed over the last two years at a 21% average growth.

Home values have also experienced steady increases in appraised values which are confirmed by strong sales numbers and a low inventory. Average home values in Hutto have steadily risen from \$164,745 in FY 2014-15 to \$183,267 in FY 2015-16, \$215,813 in FY 2016-17, \$244,990 in FY 2017-18 and are now \$260,515 (as per www.movoto.com)

The City Council met in 2017 to implement a new Strategic Guide and Execution Plan. The plan is reviewed and updated annually. Below are excerpts from the Strategic Guide:

VALUES

RESPONSIBLE

We expect those acting on behalf of the organization to consistently show responsibility. Being responsible entails being trustworthy to do what is in the best interest of the community and the City organization and being accountable for our own individual actions.

SAFE

We expect those acting on behalf of the organization to consistently have a high regard for the safety of all involved, including our residents, visitors, volunteers, employees, and their property. The value of safety includes actions taken to promote the safety of the public (i.e., police services, fire services, emergency medical services and the like) as well as design of our infrastructure, operational policies, and the working conditions provided to our employees. Recognizing that some elements of the work of the City of Hutto come with a level of inherent danger, our goal is to mitigate that danger to the extent reasonable.

AUTHENTIC

We expect those acting on behalf of the organization to act with authenticity. Hutto is a unique community with a particular history, culture and character, and being authentic entails being genuine in both words and deeds to both the individual character and the character of the community as a whole.

PROGRESSIVE

We expect those acting on behalf of the City of Hutto to seek creative solutions to problems. Being progressive entails making use of new or different methods, opportunities, and ideas with the intention of advancing the practice or outcome farther and faster than it would under the status quo.

Vision Statement

Hutto, Texas is a family-friendly community that provides superior public safety, outstanding fiscal responsibility, diversified economy, and an exceptional quality of life.

STRATEGIC FOCUS AREAS

Strategic Focus Areas directly support the Vision and Values. These are the broad areas that the City is intentionally placing an intense focus upon. Below are the five Strategic Focus Areas of the City of Hutto.



OBJECTIVES

Objectives within this plan are the primary areas that the City is intending to noticeably make changes to in the relative short term in furtherance of its Vision. Objectives are more specific and direct than Strategic Focus Areas, but in most cases are not discreet, achievable goals in and of themselves. Objectives are designed so that if the organization makes significant progress towards the Objectives, it will have made significant progress towards achieving the Vision.

Generate a strategic path forward for enhancing the public safety apparatus, including police, fire, and emergency medical services.

Create an aggressive, progressive economic development strategy for the community.

Create an "open for business" culture throughout the organization.

Maintain a positive and inspired workforce

Enhance mobility within the City

Implement a quality city-wide customer service program.

Enhance the overall governance of the community.

Construct and maintain infrastructure at the desired levels of service.

Ensure responsible fiscal stewardship through transparency and reporting.

Maintain an environment and quality of life that encompasses a safe, friendly, and entertaining atmosphere for all ages.

FY 2019-20 BUDGET CALENDAR

DATE	DESCRIPTION
July 11, 2019	Special City Council Work Session (Thursday) – Budget Overview, Council's Budget Goals & Objectives, Tax Rate Scenarios, and Proposed FY 20 Budget Overview
July 25, 2019	Deadline for Williamson County Appraisal District to Certify Tax Roll
August 1, 2019	Regular City Council Meeting – Budget Presentation with CIP (Overview), Record Vote on Tax Publication
August 15, 2019	Regular City Council Meeting – 1 st Public Hearing on Setting Tax Rate
August 22, 2019	Special Called City Council Meeting – Budget Public Hearing; 2 nd Public Hearing on Setting of Tax Rate – (Must take action even if it is to table the budget)
September 5, 2019	Regular City Council Meeting – 1 st Reading of Ordinance approving the budget; 1 st Reading of Ordinance Levying and Ratifying Ad Valorem Taxes; 1 st Reading of Ordinance approving the EDC budget
September 19, 2019	Regular City Council Meeting – 2 nd Reading of Ordinance approving the budget; 2 nd Reading of Ordinance Levying and Ratifying Ad Valorem Taxes; 2 nd Reading of Ordinance approving the EDC budget
October 1, 2019	Budget New Year Begins

Budget Process

The City of Hutto uses a priority-based budgeting process.

The City of Hutto annually budgets operating revenues and expenditures by two types of funds: Governmental Funds and Proprietary Funds. The City uses a total of fourteen separately and independently budgeted funds to carry out the day-to-day operations of

the City. A fund is generally defined as a fiscal and accounting entity that has its own self-balancing set of accounts recording cash and other financial resources, as well as any liabilities or residual equities or balances. Normally funds are segregated for the purpose of carrying out specific activities, or attaining certain objectives in accordance with special regulations, restrictions or limitations.

Governmental funds are used for tax supported general government activities and include the General Fund, General Debt Service Fund, Special Revenue Funds, General Capital Projects Fund, and the Streets, Drainage and Grounds Maintenance Fund. Proprietary funds (funds that operate more like a business enterprise) include the Utility Fund, Impact Fee Fund, Utility CIP Fund, and Utility Debt Service Fund.

Each fund is budgeted separately and includes its own financial statement. The Hutto Economic Development Corporation (HEDC) is the City's 4B Economic Development Corporation. The HEDC budget is developed by HEDC staff and board members. The HEDC budget is adopted by both the seven-member board and the City Council. The HEDC budget is not included in this proposed budget. The financial information for the HEDC is included in the annual financial report for the City.

Gather Information

The City Council is consulted throughout the year. Their response and feedback are considered during budget review and analysis of budget requests. The Council annually adopts budget priorities. Following the Council elections, the City Council holds a retreat to discuss the budget priorities and strategic issues important to Hutto's future. The budget priorities are incorporated where possible in the adopted budget. The budget priorities for the upcoming fiscal year are addressed in the opening pages of this document and in the Budget Transmittal Letter section as well as the updated Strategic Plan and Execution Guide adopted May 2017 and updated March 2019.

Update Strategic Plans

Each year staff reviews and updates strategic plans used to properly plan for the City's growth. The City Council adopted a new Strategic Plan and Execution Guide in May 2017 and updated it in June 2018 and March 2019. This document connects short-term initiatives with long-term strategic priorities identified by the City Council. Adjustments are made as needed based on service demands and assessments. Future budget requests are guided by goals and priorities identified in the strategic plans. Costs for capital improvements are updated with the help of the City Engineer. Fiscal forecast projections and estimates are updated based on trend analysis, expected growth due to residential and commercial expansion, and other anticipated factors.



Revenue Projections

Revenue projections for the new fiscal year begin mid-year of the current fiscal year. Projections are based upon consultations with state and local agencies, trend analysis, anticipated changes in the local and regional economy, and discussions with directly associated staff. Although beginning earlier, revenue projections occur concurrently with departmental budget development, and extends until the budget is adopted based upon the receipt of new information.

Budget Development

The budget is prepared to promote fiscal responsibility and ensure superb service delivery to Hutto citizens. In preparing the budget, departments are asked to review existing programs, make cuts where appropriate, and calculate the resources needed to provide the current or base level service in the next fiscal year. These base budgets do not include any new programs, but costs may fluctuate from year to year due to inflation and other market conditions. After establishing base budget requests, departments are asked to factor in budget enhancements to the budget requests based on the budget priorities adopted by the City Council. Budget enhancements are costs related to new or expanded programs, including new personnel, supplies, and equipment.

During the budget development stage, the City Manager and Finance Department work with department and division managers to analyze requests, provide advice and lend assistance. Program goals, objectives, and measures are evaluated during the budget development to determine the effectiveness and efficiency of program activities to determine appropriate levels of funding. Staff work sessions are held to discuss goals and performance indicators, as are one-on-one consultations for the development of cost estimates. As the City encourages a participatory style of leadership, input is gathered from each employee, the leadership team, and appropriate employee committees during the budget development process.

The budget is drafted in accordance with the City's Charter, state law, and also the City's Fiscal and Budgetary Policy. The Fiscal and Budgetary Policy provides additional guidelines in regard to Financial Planning, the Budget Preparation Process, Revenue and Expenditure Management, Staffing, Economic Development, Intergovernmental Relations, Capital-Asset Management, Financial Reporting, and Debt Management. The Fiscal and Budgetary Policy is included in this budget document before the Glossary.

Budget Workshops and Public Hearings

Budget work sessions are held with the City Council in open meetings to review and discuss the proposed budget. Citizen input is gathered through public hearings.

Budget Adoption and Maintenance

Budget adoption occurs in September after City Council deliberations and public hearings. The City Council may take action to modify the proposed budget per its discretion. The City Council also adopts a tax rate to support the adopted funding levels.

An adopted budget is compiled and published during the first months of the new fiscal year. Budget maintenance is a year-round activity for department and division directors, the City Manager, and the Finance Department. Mid-year program evaluations use performance measures to identify poorly performing programs so that adjustments may be made accordingly. Control mechanisms include the submission of monthly financials and budget to actual reports to City Council, monthly review of expenditures by the City Manager and Finance Department, and authorization to purchase from the City's Finance Department. The City Manager may move appropriations from account to account; however, budget amendments resulting in a decrease or increase of total appropriations must be approved by ordinance by the City Council.

FY 2019-20 BUDGET OVERVIEW



Budget Overview

The proposed FY 2019-20 Budget for the City (not including EDC) totals \$32,888,290 in operating expenses, approximately \$46,077,541 for new capital projects, (of which \$39,978,000 are paid for by bond proceeds), and \$11,512,526 for debt services associated with past and ongoing capital projects. Operating revenues for the budget totals \$38,459,079. The ongoing operating expenses plus the associated debt service payments and cash-funded capital projects exceed the proposed ongoing revenues of the City in the current fiscal year, making the proposed FY 2019-20 Budget, much like the past few years, a year which will decrease our overall fund balance; however, it will remain above our reserve requirements. This is to be expected during years of growth as the City situates itself for this growth by spending excess reserves to hire additional staff and build out the additional infrastructure that will be needed to drive the growth, as well as procure lucrative economic development agreements to ensure a steady supply of local jobs as a vibrant local community develops.

Budget Priorities

The City Council began working on a new Strategic Plan in the first quarter of 2017. There were several retreats with City Council and City Staff, as well as meetings with Boards and Commissions, and informal and formal public meetings to obtain insight and feedback from many stakeholders to develop the new Strategic Plan & Execution Guide, which was also then updated in June of 2018, and in March of 2019. The proposed FY 2019-20 Budget is intended to align with the Strategic Plan & Execution Guide.

General Fund

The General Fund is the largest fund of the City and accounts for the general service and operations. The General Fund is where services such as Police, Development Services, Public Works, Parks and Rec, and Administration are budgeted. The majority of the City's employees are funded out of the General Fund.

The General Fund revenue budget totals \$18.2 million, which is an increase over the prior year's adopted budget of \$15.3 million. General Fund expense budget totals \$20.1 million, which is an increase over the

	FY2017-18	FY2018-19	Proposed FY2019-20 (Rollback)	Change
O&M Rate	\$0.416482	\$0.389301	\$0.397768	\$0.008
Debt Rate	\$0.098689	\$0.12587	\$0.233583	\$0.107
Total Tax Rate	\$0.515171	\$0.515171	\$0.631351	\$0.116

prior year's adopted budget of \$15.6 million. The General Fund budget is proposed ad valorem rollback rate of \$0.631351 per \$100 of valuation. The rollback tax rate, is the highest rate that the City may propose without risk of an election petition. The

current rollback rate is 8% for FY 2019-20 budget planning purposes. These rules will change for the budget process in FY 2020-21.

The proposed rate includes the debt service increase (I&S) from GO Bond funded projects. In November 2018, voters overwhelmingly approved Proposition A, Proposition B, and Proposition C. The major projects included streets and drainage, parks, and public safety, totaling \$125 million.

The proposed ad valorem tax rate will produce additional revenue to cover the increase in public safety, public works, and an increased level of service demanded by citizens, as well as new debt service from the 2019 GO Bond election. As commercial and multi-use development, along with residential growth, continues to happen along the trend of the past year, the City's tax base is expected to continue to grow and diversify, eventually easing the burden on Hutto residents.

General Fund Personnel Enhancements for FY 2019-20 include: two (2) additional patrol police officers, one (1) sergeant, ten (10) command staff (911 operators), all proposed to come on the last quarter of the year; one (1) social media intern to assist with the increase in social media demands, one (1) additional fleet technician to accommodate the growing vehicle and equipment needs of the City, one (1) additional building technician to address janitorial and maintenance needs for the City facilities, and a 3% merit, which aligns with the Council adopted Strategic Plan, and a cost of living increase.

General Fund Equipment and Other Enhancements for FY 2019-20 include information technology and software upgrades, necessary vehicles and equipment for public safety, facility and fleet, and other city departments.

Utility Fund

The Utility Fund is the second major operating fund of the City. It accounts for the City's water and wastewater system. Utility Fund budgeted operational revenues total \$11.5 million. A utility rate study was conducted in 2017. Wastewater rates were increased by 25% in FY18. The rate increase was needed in order to maintain utility fund reserve requirements, invest in new infrastructure to allow expansion of the tax base, and meet debt service obligations for utility projects. Additionally there is a transfer in of \$1.5 million in impact fees, as well as a transfer from the Solid Waste Fund for \$450,000, that will be utilized to service the debt payments, and natural attrition which is realized through the year.

Utility Fund budgeted operational expenses are proposed to total \$6.6 million, with an additional \$7 million to be spent on debt service requirements through a transfer out to the debt service fund. The majority of expenses in the Utility Fund are for contractual obligations, such as water purchase agreements and the wastewater treatment plant management agreement, payroll, maintenance and supplies. The City contracts for water with Manville Water Supply and the City of Taylor. The City contracts operation and maintenance of the wastewater treatment plants with the Brazos River Authority. As the City continues to grow, not only with more residential units, but with the addition of commercial, light industrial, and multi-use projects, the utility infrastructure will require some additions and some upgrades to handle the increased demands. Currently, it is anticipated that FY 2019-20 will require an additional \$5.5 million in capital improvement projects.

Utility Fund Personnel Enhancements for FY 2019-20 include an additional utility technician and a utility crew leader, as well as necessary equipment and vehicles for the new positions.

Streets and Drainage Construction Fund

The Streets and Drainage Construction Fund was formed in fiscal year 2018, which provides in-house streets and drainage improvements and construction at a more reasonable cost than outsourcing the service. The program will elevate the quality of Hutto's streets and create long term savings for the City. The program is funded through certain bond issues, as well as a Council approved drainage fee.

Streets and Drainage Construction Fund budgeted expenses total \$4.1 million, which is a increase over the prior year of \$618,418. Most of the large, one-time equipment purchases were made in FY 2018-2019, but equipment will be purchased as necessary and personnel will be added as projects come on.

The major streets and drainage projects for FY 2019-2020 include the extension and widening of Live Oak Street to Taylor through Old Town eventually connecting to the Perfect Game site and the Cottonwood Creek Drainage project.

Capital Projects

The FY 2019-20 Budget capital project budget includes approximately \$46.1 million for capital projects: \$40.6 million in tax supported projects, and \$5.5 million in utility supported projects in the Capital Improvements Plan. The projects, and their funding source, are included in the table below.

Fund	Project	Cost	Funding Sources
General CIP	Fritz Park Improvements	\$100,000	Bonds
	Pavement Management	\$500,000	Bonds
	Limmer Loop Improvements Agreement	\$100,000	Cash
	CR II9 Extension Payment	\$250,000	Cash
	Streets & Drainage Projects – 2019 GO Bonds	\$26,500,000	Bonds
	Park Improvements (Multiple)	\$283,000	Bonds/Grants
	Cottonwood Trail	\$2,725,000	Bonds
	Outdoor Gym Fitness Center/With Shade	\$120,000	Bonds
	Land Acquisition	\$6,000,000	Bonds
	Justice Center for Public Safety	\$4,000,000	Bonds
Utility CIP	Waterline Improvements from Shiloh	\$1,003,410	Bonds
	Glennwood Lift Station Decommission	\$847,690	Bonds
	Lakeside Estates Abandon LS	\$249,000	Cash
	Carmel Crossings Wastewater Interceptor	\$181,851	Cash
	Municipal Service WW Extension	\$1,000,000	Bonds
	Pump Upgrade Shiloh & Frameswitch	\$2,217,590	Bonds

Conclusion

The Budget document establishes the direction and focus for the upcoming year as it connects resources to the priorities identified by the City Council and the adopted strategic plan.

FY 2019-20 will be a tight budget year as we continue to experience growth. This budget will have an emphasis on Public Safety, Streets and Drainage, and Park Improvement.

In November 2018 the voters turned out in record numbers to approve Proposition A, Streets & Drainage at \$70 million, Proposition B, a Justice Center for Public Safety at \$5 million, and Proposition C, Parks Improvements at \$50 million.

It is the City Manager's responsibility to fulfill and complete the objectives identified in this budget. This budget identifies resources and strategies that are in place to ensure the success of the organization, not just for this fiscal year, but for many years in the future.

Lastly, I would like to thank the City Council and the City staff, for their consideration of the Proposed FY 2019-20 Annual Budget.

Sincerely,

Odis Jones,
City Manager

GENERAL FUND SUMMARY

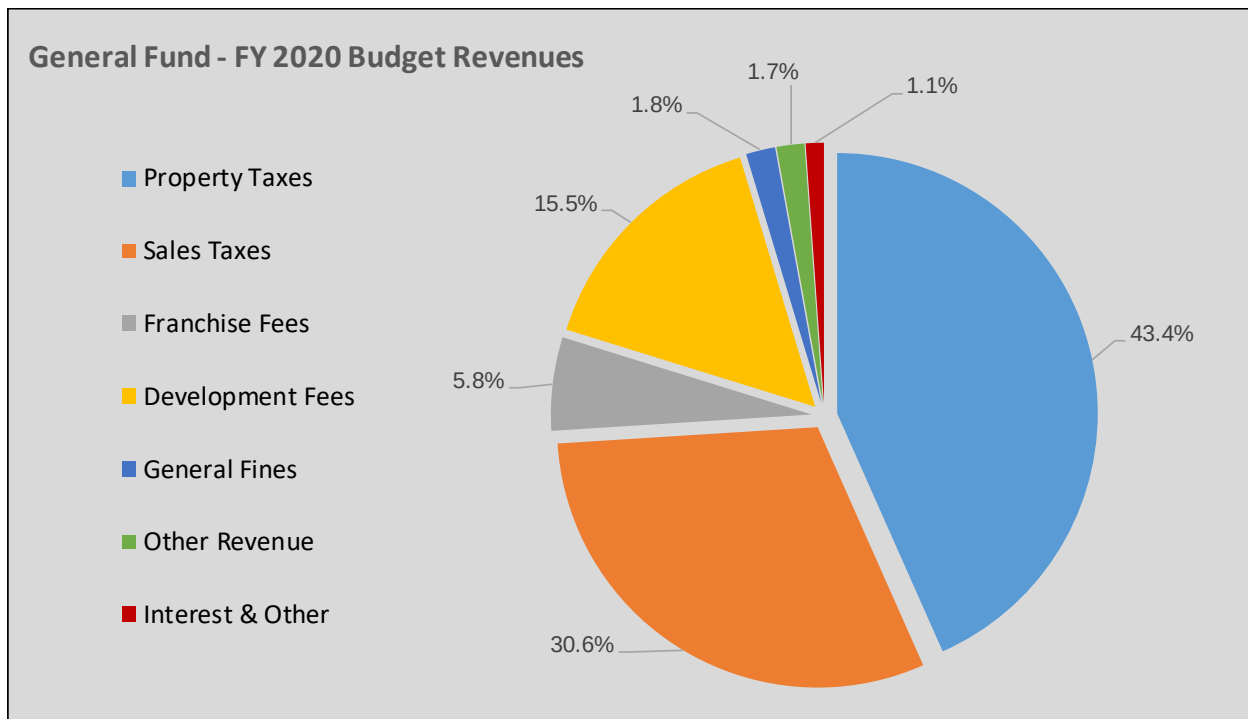
	FY 2018 Actual	FY 2019 Current Budget	FY 2020 Base	FY 2020 Enhancements	Fy 2020 Budget
Revenues					
Property Taxes	7,038,195	7,161,489	7,871,045	-	7,871,045
Sales Taxes	3,680,409	4,838,905	5,561,432	-	5,561,432
Franchise Fees	931,156	981,768	1,051,697	-	1,051,697
Building & Development	1,632,165	2,281,685	2,822,159	-	2,822,159
Fines	262,894	312,977	328,903	-	328,903
Other Revenue	217,711	241,773	313,526	-	313,526
Interest & Other	748,289	149,829	203,294	-	203,294
Total - Revenues	14,510,819	15,968,427	18,152,056	-	18,152,056
Expenses					
City Administration	2,665,049	3,772,960	4,571,357	48,000	4,619,357
Communications	1,561,185	1,791,065	2,254,760	167,944	2,422,704
Financial Services	1,043,934	1,694,844	1,673,005	-	1,673,005
Business & Development Services	1,168,701	1,412,205	1,050,403	-	1,050,403
Engineering & Public Works	711,411	1,010,997	1,796,175	-	1,796,175
Community Services	937,363	1,632,296	1,998,996	306,417	2,305,413
Police	4,870,416	5,714,007	5,833,872	448,075	6,281,947
Total - Expenses	12,958,058	17,028,374	19,178,568	970,436	20,149,004
Other Financing Sources					
Transfer In	191,377	460,576	1,381,220	-	1,381,220
Transfer Out	-	(71,700)	(47,500)	-	(47,500)
Total - Other Financing Sources	191,377	388,876	1,333,720	-	1,333,720
NET CHANGE IN FUND BALANCE	1,744,138	(671,072)	307,208	(970,436)	(663,228)
Beginning Fund Balance	3,621,137	5,365,275	4,694,203	-	4,694,203
Ending Fund Balance	5,365,275	4,694,203	5,001,411	-	4,030,975
Contingency Reserves	2,591,612	3,405,675	3,835,714	-	4,029,801
Unreserved Ending Fund Balance	2,773,663	1,288,528	1,165,697	-	1,174
Reserves %	20.0%	20.0%	20.0%	-	20.0%

Fund Description

The General Fund is the general operating fund, and is the largest fund of the City as it includes all traditional government services such as public safety, street and drainage maintenance, parks and recreation, library services, and general administration. The General Fund uses tax revenue, fees, fines, and other revenues to fund these services. It functions as a governmental fund, which is accounted for by using a modified accrual basis of accounting.

Revenues

General Fund revenues are budgeted to total \$18,152,056, an increase of 13.7% from FY 2018-19 Amended Budget. Property taxes make up the bulk of the revenues, followed by sales tax. A diverse revenue base is essential for maintaining a sound financial system. Increased commercial and residential development is slated for the upcoming year and beyond. This new development will reduce the City's reliance on residential property tax revenue as more sales tax is collected and the tax base continues to diversify.



Property Tax is based on the proposed rollback ad valorem tax rate of \$0.631351 per \$100 of valuation. The split between the two portions of the tax rate includes both Maintenance & Operation (M&O) and debt service (I&S). The I&S rate is increasing due to the November 2018 GO Bond election, which passed with overwhelmingly high voter turnout. All three propositions were successful, including streets and drainage, parks, and public safety. The FY 2019-20 Proposed Budget is predicated on the rollback rate of \$0.631351, with the breakdown of: Operations & Maintenance - \$0.397768 + Interest & Sinking - \$0.233583. The effective tax rate, which is the rate required to levy the same amount of taxes on the same properties as the year before, is \$0.483486 per \$100 valuation.

Home values have also experienced steady increases in appraised values which are confirmed by strong sales numbers and a low inventory. Average home values in Hutto have steadily risen from

\$164,745 in FY15 to \$183,267 in FY16, \$215,813 in FY17, \$244,990 in FY18 and are now \$260,515 (as per www.movoto.com), an increase of 6.3 % over the prior year. According to the Williamson County Central Appraisal District the taxable value of the average home in 2018 was \$207,346.63 and in 2019 is \$216,888.45, an increase of 4.6% over the prior year. Property Tax makes up the largest percentage of General Fund revenues at 43.4%. A total of \$7,871,045 is budgeted for collection, which is a 9.9% increase over the FY19 Projected Year-End Actuals. The increase is due to an overall increase in appraised value, approximately \$107 million in new property added to the tax rolls, as well as the decision to apply the rollback rate in the Proposed 2019-20 Budget.

Sales tax is the second largest revenue source for the General Fund, accounting for 30.6% of revenues. Sales tax is budgeted at \$5,561,432, a 14.9% increase over the prior FY 2018-19 Current Budget. Sales tax collections have remained strong as a result of continued residential growth and new commercial growth.

Franchise fees totaling \$1,051,697 are fees collected from private utilities such as electricity, gas, and telecommunications located in the public right-of-way. The fee is generally based on a percentage of a company's gross revenues collected within the City's limits. Franchise fees are expected to increase 7.1% over prior FY 2018-19 Current Budget, due to customer growth.

Development fees are budgeted to total \$2,822,159. Development fees account for 14.5% of revenues. FY20 is estimated to increase by 23.7% over the FY 2018-19 Current Budget.

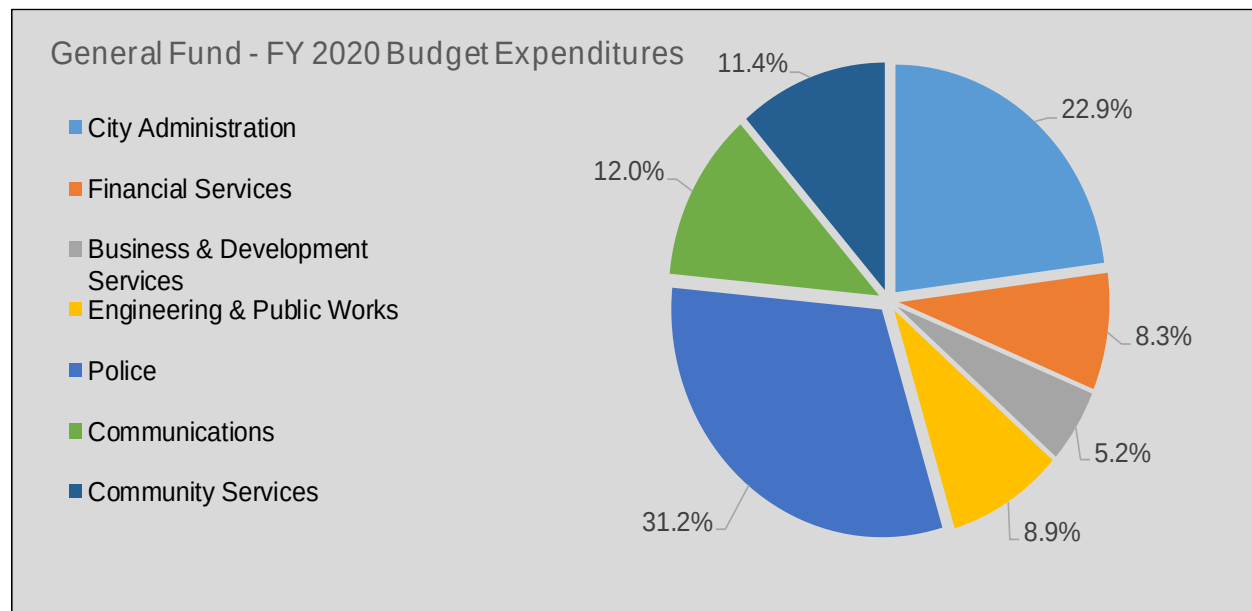
General Fines are budgeted to total \$328,903. General fines are collected through municipal court. Citations are issued by the police department and settlement of those citations is done through the court.

Other revenue includes interest, miscellaneous fees and taxes, donations, grants, and other minor revenue sources. Other revenue is budgeted to total \$516,820 in FY 2019-20.

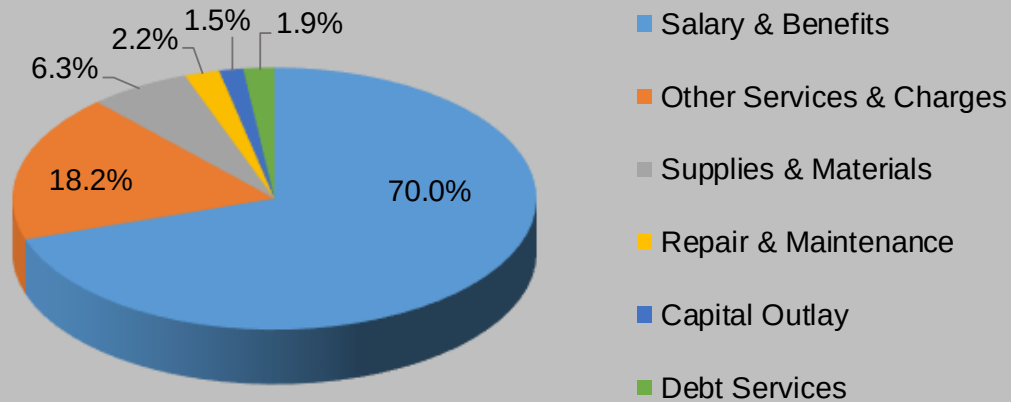
Transfers account for the salary savings, or attrition, that occur throughout the fiscal year.

Expenses

General Fund expenses include costs related to general government operations such, as administration, police, planning and development services, code enforcement, inspections, library services, parks and recreation, and a portion of streets and drainage for maintenance related expenditures. A portion of Streets and Drainage is in a separate fund paid for with a bond issuance for construction related projects. General fund expenses, outside of transfers, total \$20,149,004 which is an increase of 18.3% over the Projected Year-End 2018-19. Police, with the majority of employees, makes up the largest percentage of General Fund expenses at 31.2%, with a total budget of approximately \$6.3 million. Administration (22.9%), Communications (12.0%) and Community Services (11.4%) make up the next largest percentages.



General Fund - FY 2020 Budget Expenditures



Salaries and benefits make up the majority of General Fund expenses at 70.0% of the budget. All Hutto employees, (except for the Utility and Streets and Drainage Fund employees), are paid from the General Fund. This category includes salaries, insurance, and retirement expenses.

Enhancements include new or expanded programs or services, equipment, and personnel.

Budget Variances

This section explains differences between the FY 2018-19 Projected Year-End Actuals and the FY 2019-20 Budget. Expenses are broken into five categories.

	FY 2019 Current	FY 2020 Base	FY 2020 Enhancements	FY 2020 Budget	% Change Projected
Salary & Benefits	11,662,309	13,609,214	485,782	14,094,996	20.9%
Other Services & Charges	3,649,757	3,531,102	140,999	3,672,101	0.6%
Supplies & Materials	932,248	1,110,925	149,655	1,260,580	35.2%
Repair & Maintenance	238,200	435,700	-	435,700	82.9%
Capital Outlay	160,133	105,900	194,000	299,900	87.3%
Debt Services	385,727	385,727	-	385,727	0.0%
Total - Expenses	17,028,374	19,178,568	970,436	20,149,004	18.3%
Transfers Out	(71,700)	(47,500)	-	(47,500)	-33.8%

SALARIES & BENEFITS will increase about \$2.4 million over the FY 2018-19 Projected Year-End Budget. The largest portion of the increase stems from those who were hired in the prior year now having a full year salary plus benefits. However, there are several newly created positions in the general fund as detailed below.

Newly created positions for FY 2019-20 include one Sergeant, two Traffic Officer positions to meet the minimum staffing requirements and provide increased traffic presence for the Hutto Police Department. These positions will come on in the last quarter of the FY 2019-20 budget. There is also the addition of ten communication staff (911 operators) to man the newly created Justice Center. These positions too will come on the last quarter of the fiscal year. The Justice Center was approved as Proposition C in the 2019 GO Bond Election. The total for the new positions, including salary and benefits, equipment, and vehicles is approximately \$485,782.

A social media intern position is budgeted for FY 2019-20 at the total cost of \$57,945, including salary and benefits. This position will be utilized to assist with the different social media avenues and the different means that citizens communicate.

There is also an additional fleet maintenance technician position to assist with the growing needs of the City with vehicles and equipment. Estimated cost, including salary and benefits, vehicles, and equipment is \$99,027.

Included in the budget is another facility maintenance technician. With the new City Hall completed and the renovation of the Police Department, an additional facility technician is needed. The City currently has a commercial cleaning service. The Police Department however, requires a position that can pass higher than usual security measures in order to enter the facility. The total for this position including salary and benefits, equipment and a vehicle is \$99,027.

SUPPLIES & MATERIALS will increase by 35.2%, or \$328,332, over the PY FY 2018-19 Projected Year-End Actuals. The increase is due to the growth of the City and the increasing needs for certain supplies and materials such as new computers and other such items.

REPAIRS & MAINTENANCE costs will see an increase of over FY 2018-19 Projected Year-End Actuals of \$197,500. Overall building and repair maintenance costs for the entire City will increase due to the new buildings, however, the increase is small given the additions to the City are new and will require less in repairs than some older buildings.

OTHER SERVICES & CHARGES make up the second largest expense of the general fund. FY 2019-20 will reflect an increase of 0.6% over FY 2018-19 Projected Year-End Actuals.

CAPITAL OUTLAY costs will see an increase of 87.3%, or \$194,000, over FY 2018-19 Projected Year-End Actuals. The majority of the capital outlay costs is the purchase of five (5) new vehicles. These vehicles will be for public safety, fleet, and facility.

TRANSFERS include a \$47,500 transfer to General Capital Improvements Fund.

GENERAL DEBT SERVICE FUND

	FY 2018 Actual	FY 2019 Current Budget	FY 2019 Projected	FY 2020 Budget
Revenues				
Property Taxes	1,667,662	2,329,857	2,329,857	4,610,628
Interest and Other	9,678	2,500	2,500	2,500
Total - Revenues	1,677,340	2,332,357	2,332,357	4,613,128
Expenses				
Debt Service				
Principal Reduction	1,037,399	1,136,341	1,136,341	2,002,312
Interest	1,166,231	1,193,516	1,193,516	2,861,930
Paying Agent Fees	4,232	2,500	2,500	2,500
Total - Expenses	2,207,862	2,332,357	2,332,357	4,866,743
Other Financing Sources				
Transfer In	638,248	-	-	-
Transfer Out	1,152	-	-	-
Total - Other Financing Sources	639,401	-	-	-
NET CHANGE IN FUND BALANCE	108,879	-	-	(253,615)
Beginning Fund Balance	218,657	327,536	327,536	327,536
Ending Fund Balance	327,536	327,536	327,536	73,921

Fund Description

The General Debt Service fund tracks revenue from the ad valorem property tax levy for the payment of debt issued for general governmental functions, such as streets, parks, and facilities.

Revenues

Revenues are comprised of property tax collections based on the interest and sinking portion of the City's tax rate. The FY 2019-20 tax rate will be \$.233583 per \$100 valuation. This rate will generate \$4,610,628 in property tax revenue. The I&S rate is calculated based on annual debt service requirements.

Expenses

Expenditures include principal and interest payments for the bond obligations. The increase includes the additional issuance of the 2019 GO Bonds.

Budget Variances

Increases in future taxable values will offset debt service payments in future years as well as increases to the City's I&S rate when necessary.

GENERAL CAPITAL REPLACEMENT FUND

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Sale of Assets	-	-	-	-
Interest and Other	-	-	-	-
Total - Revenues	-	-	-	-
Expenses				
YMCA Building Repair & Maint.	12,837	20,000	20,000	20,000
Machinery and Equipment	-	-	-	-
Total - Expenses	12,837	20,000	20,000	20,000
Other Financing Sources				
Transfer In	15,000	20,000	20,000	-
Transfer Out	-	(318,000)	(318,000)	-
Total - Other Financing Sources	15,000	(298,000)	(298,000)	-
NET CHANGE IN FUND BALANCE	2,163	(318,000)	(318,000)	(20,000)
Beginning Fund Balance	481,198	483,361	483,361	165,361
Ending Fund Balance	483,361	165,361	165,361	145,361

Fund Description

The Capital Replacement Fund was created in Fiscal Year 2010 to begin setting aside funds to replace aging equipment and worn capital assets, including vehicles and equipment. The Fleet Manager hired in FY 2018-19 is creating a replacement schedule for vehicles and equipment. This schedule will be used to determine purchasing needs in the future.

Revenues

Revenues represent transfers in from the General Fund. The City will continue to set aside money for the YMCA Building Repair and Maintenance expenses per the agreement.

Expenses

The only allocated expenses are related to the YMCA Building Repair and Maintenance. The entire amount is budgeted to give the staff the flexibility to use the funds as needed.

Budget Variances

Transfers from the General Fund will start to increase again in the future based on the replacement schedule put in place.

GENERAL CAPITAL IMPROVEMENTS FUND

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Interest & Other	157,337	35,000	138,000	100,000
Bond Interest	-	-	-	-
Grant Revenue	664,792	147,975	-	750,000
Park Land Fees	-	13,250	13,250	-
Bond Proceeds	7,777,422	16,550,000	23,915,000	37,278,000
Bond Premium	1,116,082	-	1,436,230	-
Other Financing Sources	-	-	585,000	-
Total - Revenues	9,715,633	16,746,225	26,087,480	38,128,000
Expenses				
Fritz Park Improvements				
Construction	53,122	-	-	100,000
FM 1660 N Sidewalks				
Construction	8,306	-	-	-
East Street Reconstruction				
Construction	723,854	112,111	112,111	-
Pavement Management				
Construction	709,515	-	-	500,000
Limmer Loop Improvements				
Construction	100,000	-	100,000	100,000
Justice Center for Public Safety				
Construction	-	200,000	200,000	4,000,000
TAP Project Limmer Loop Sidewalk				
Construction	394,644	859,116	1,135,793	-
CR 119 (Ed Schmidt) Extension				
Construction	500,000	250,000	250,000	250,000
Innovation Business Park				
Planning, Design, Professional Svcs.	-	122,308	15,186	-
Construction	2,004,150	1,981,767	1,981,767	-
Co-Op				
Construction	5,799,865	3,425,000	3,425,000	-
Public Works Pole Barn				
Public Works Pole Barn	-	95,000	95,000	-
Drainage Master Plan				
Planning, Design, Professional Svcs.	150,393	-	-	-
Pollard Park/Brushy Creek - Amphitheater				
Planning, Design & Professional Svcs.	10,058	-	253,000	-
Park at Brushy Creek	3,695,795	-	2,405,530	-
Planning, Design, Professional Svcs. & Construction	-	2,656,725	-	-

	FY 2018 Actual	FY 2019 Current Budget	FY 2019 Projected	FY 2020 Budget
(Expenses Continued)				
Drainage Projects - 2019 GO Bond				
Drainage Projects - 2019 GO Bond	-	420,000	4,400,000	-
Streets/Roads Projects - 2019 GO Bond				
Streets/Roads Projects - 2019 GO Bond	-	956,616	6,500,000	26,500,000
Parks 2019 G.O. Bonds	-	-	4,505,329	-
CR 79 PARK	-	6,500,000	200,000	-
Multiple City Parks Improvements	-	-	-	283,000
Cottonwood Trail	-	-	-	2,725,000
Outdoor Gym Fitness Center/With Shade	-	-	-	120,000
Land Acquisition	-	-	-	6,000,000
Other Services and Charges				
Land	-	7,000	7,000	-
Animal Shelter Expansion	236,857	-	-	-
Bond Issuance Cost	213,355	-	-	-
Total - Expenses	14,599,915	17,585,643	25,585,716	40,578,000
Other Financing Sources				
Transfer In	2,043,000	-	200,000	47,500
Transfer Out	-	(1,020,000)	(1,020,000)	-
Total - Other Financing Sources	2,043,000	(1,020,000)	(820,000)	47,500
NET CHANGE IN FUND BALANCE	(2,841,281)	(1,859,418)	(318,236)	(2,402,500)
Beginning Fund Balance	3,276,042	4,262,075	2,402,657	2,402,657
Ending Fund Balance	434,761	2,402,657	2,084,420	157

Fund Description

The General CIP Fund is a minor governmental fund used by the City to account for the City's general capital improvement projects, including streets, facilities, and park improvement projects. Projects are funded through a combination of transfers in from the General Fund, interest, and bonds.

Revenues

Revenues include Bond Proceeds of \$37,278,000, grant revenue from Texas Parks and Wildlife for parks projects. Other revenues include interest, bond interest, and parkland fees.

Expenses

Ongoing expenses in the amount of \$100,000 for Limmer Loop Rehabilitation will continue to be cash funded from the General Fund until June 2023. These payments are made via an interlocal agreement with the County which is providing the construction.

Other projects include Fritz Park, Limmer Loop Improvements, Justice Center for Public Safety, approved by voters in November 2018 as Proposition C, CRII9 Extension, Streets and Parks 2019 GO Bond projects, Proposition A and B.

Other project balances remaining at the end of the fiscal year are re-appropriated and transferred into the new budget through a budget amendment.

Budget Variances

Fund balance for this fund will fluctuate depending on the timing of projects and bond issuances.

STREETS, DRAINAGE & GROUNDS CONSTRUCTION FUND

	2018-19 Projected	2019-20 Base	2019-20 Enhancements	2019-20 Budget	% Change Projected
Salary & Benefits	1,087,656	1,379,593	-	1,379,593	26.8%
Supplies & Materials	75,832	75,832	-	204,900	170.2%
Repair & Maintenance	291,000	291,000	-	570,000	95.9%
Contractual Services	261,400	261,400	-	150,000	-42.6%
Other/Misc. Expenses	145,250	145,250	-	159,000	9.5%
Capital Outlay	1,312,000	1,312,000	-	1,620,000	23.5%
Debt Services	-	-	-	-	0.0%
Total - Expenses	3,173,138	3,465,075	-	4,083,493	28.7%

Fund Description

The Streets, Drainage and Grounds Construction Fund was a newly created fund for FY 2017-18. The Streets, Drainage and Grounds Construction Fund is a capital improvement fund used by the City to account for the City's capital improvement of streets and drainage specifically. This fund and related projects are funded through bonds. Each year the City Council will determine which streets will be reconditioned.

Revenues

This is a fund created to address street and drainage construction and rehabilitation. Revenues come from a \$4 drainage fee charged to all sewer customers as well as a transfer of bond money.

Expenses

Expenses include personnel and materials needed to fund the repair for streets and for drainage areas. The specialty type of work required for the construction and rehabilitation of streets and drainage requires someone with expertise in the field and special supplies that are costly.

Budget Variances

Fund balance for this fund will fluctuate depending on the timing of projects and bond issuances.

SOLID WASTE FUND

	2017-18 Actual	2018-19 Budget	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues					
Solid Waste Franchise	32,499	32,500	32,500	32,500	32,500
Late Fees	25,878	30,300	30,300	30,300	31,000
Solid Waste User Fees	1,441,693	1,380,138	1,380,138	1,380,138	1,421,542
Total - Revenues	1,500,070	1,442,938	1,442,938	1,442,938	1,485,042
Expenses					
Waste Management	1,276,248	1,326,281	1,326,281	1,326,281	1,366,069
Bad Debt	-	7,500	7,500	-	7,500
Total - Expenses	1,276,248	1,333,781	1,333,781	1,326,281	1,373,569
Other Financing Sources					
Transfer In	-	-	-	-	-
Transfer Out	(90,000)	(445,000)	(609,554)	(569,554)	(540,000)
Total - Other Financing Sources	(90,000)	(445,000)	(609,554)	(569,554)	(540,000)
NET CHANGE IN FUND BALANCE	133,822	(335,843)	(500,397)	(452,897)	(428,527)
Beginning Fund Balance	257,335	453,658	453,658	453,658	431,228
Ending Fund Balance	391,158	117,815	(46,739)	761	2,700

Fund Description

The Solid Waste Fund was created to account for the City's solid waste services. All expenses associated with the City's garbage and recycling services are included in the fund.

Revenues

Revenues for the fund are per the negotiated contract for curbside and recycling services. In addition, the City charges a franchise fee to refuse collection companies that offer commercial services to businesses in Hutto. All commercial services were taken over by Al Clawson Disposal, Inc. as of July 2017.

Expenses

In December 2015 the City entered into contract with Al Clawson Disposal, Inc. to be the sole provider for Residential and Commercial garbage services. By shifting services to a single provider, the City is able to reduce costs for residential and most commercial customers. The contract helps the City reach its strategic goal of 100% recycling.

Budget Variances

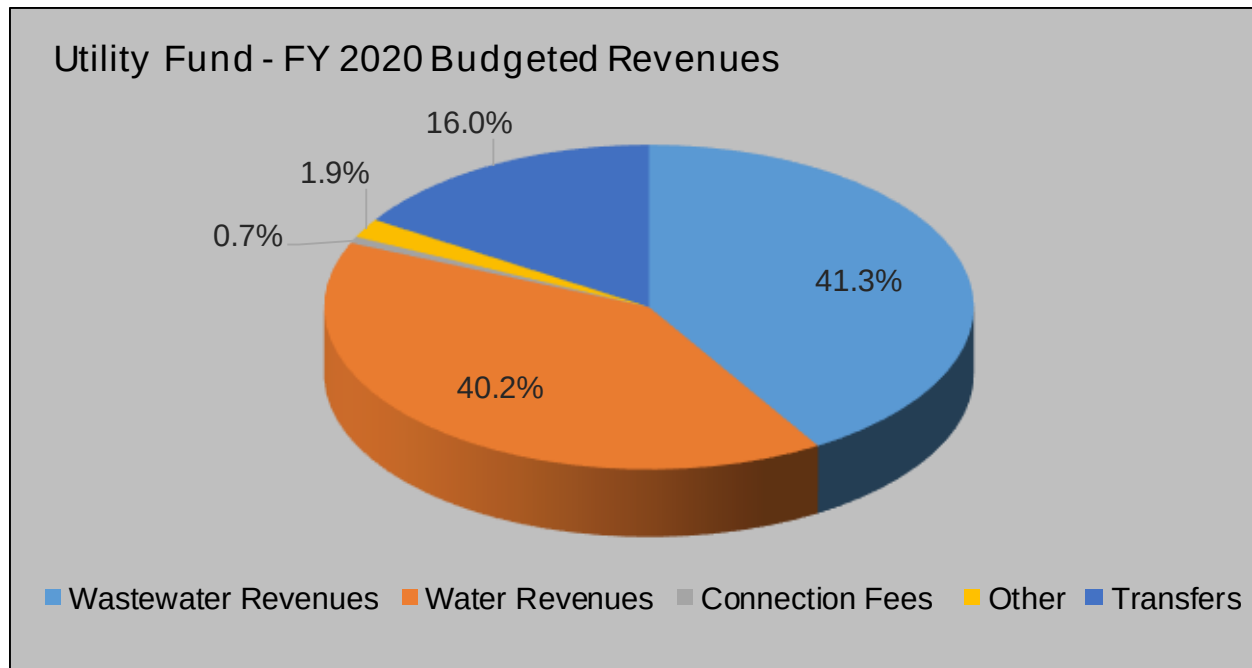
A transfer out to the Utility Fund of \$450,000 is budgeted. The Solid Waste Fund is considered a proprietary fund similar to the Utility Fund.

UTILITY FUND

	FY 2018 Actual	FY 2020 Base	FY 2020 Enhancements	FY 2020 Budget
Revenues				
Water	5,027,665	5,493,378	-	5,493,378
Wastewater	4,990,424	5,647,581	-	5,647,581
Connection Fees	187,300	90,000	-	90,000
Non-Operating Revenue	669,535	260,240	-	260,240
Bond Proceeds	-	-	-	-
Total - Revenues	10,874,924	11,491,199	-	11,491,199
Expenses				
City Administration	-	-	-	-
Information Technology	10,277	8,250	-	7,750
Financial Services				
Utility Billing	836,112	888,170	-	864,170
Public Works & Engineering				
Water & Wastewater	4,495,189	4,133,596	203,076	4,336,671
Heart of Texas	528,769	1,353,600	-	1,353,600
Subtotal - Public Works & Engineering	5,023,958	5,487,196	203,076	5,690,271
Total - Expenses w/o Nondepartmental	5,870,347	6,383,616	203,076	6,562,191
Nondepartmental	39,640	66,283	-	84,283
Total - Expenses	5,909,987	6,449,899	203,076	6,646,474
Transfers (Sources)				
Transfer In	5,680,504	2,184,513	-	2,184,513
Transfer Out	(6,910,008)	(7,032,000)	-	(7,032,000)
Subtotal - Transfers (Sources)	(1,229,504)	(4,847,487)	-	(4,847,487)
NET CHANGE IN WORKING CAPITAL	3,735,433	193,813	(203,076)	(2,762)
Beginning Working Capital	2,489,115	3,794,023		3,794,023
Contingency Reserves (20% Expenses)	1,174,069	1,276,723		1,312,438
Ending Available Working Capital	5,050,478	2,711,114		2,478,823

Fund Description

The Utility Fund accounts for the City's Water and Wastewater Enterprise. It functions as a proprietary fund which operates more like a business. The budget for the Utility Fund, however, uses a modified accrual basis of accounting. Reserves for the Utility Fund are maintained at 20% of the operating budget per the Fiscal and Budgetary Policy.



Revenues

Utility operational revenues total \$11.5 million, which is 6.5% above the FY 2018-19 Projected Year-End Actuals. The increase is a result of customer growth due to new home, business, and commercial construction, as well as a 25% increase in the wastewater rates that was implemented in March 1, 2018. The current housing boom will add new water and wastewater customers to the City's utility system, though a portion of new homes will be serviced by Jonah SUD and Manville WSC as they are outside of the City's water service area. The new Innovation Business Park, Co-Op Entertainment District, and Perfect Game will also increase the consumption of both water and wastewater, adding another revenue component. The number of accounts is expected to grow at approximately 11% for both water and wastewater during the next year.

Water revenues make up the 2nd largest majority of the Utility Fund operating revenue, totaling \$5,493,378. Water revenue is revenue collection for the provision of water to utility customers. This is an increase of 14.5% over the FY 2018-19 Projected Year-End Actuals and is due to anticipated customer growth and average use.

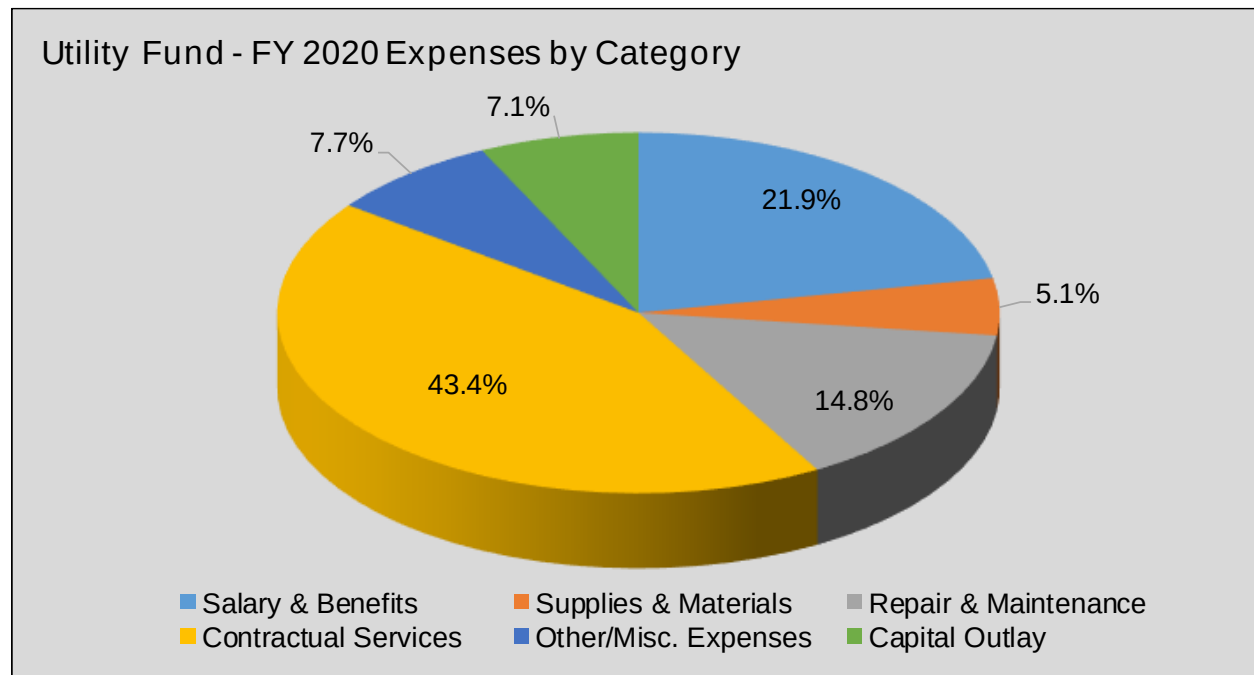
Wastewater revenues are the largest share of the Utility Fund revenue and are budgeted to total \$5,647,581, a 4.5% increase over FY 2018-19 Projected Year-End Actuals. The City implemented a rate increase of 25% in March 2018. The City has more wastewater connections than water connections because water may be provided by Manville Water Supply or Jonah SUD, depending on service location. The City also acts as a wholesale wastewater provider to customers located in Jonah's service area north of Limmer Loop.

Impact Fees (shown as "Transfers In") help cover new growth's impact on the utility system. Impact fees are collected in the Impact Fee Fund and are transferred to the Utility Fund to help offset debt service payments. Impact fees help shift the financial burden of constructing new infrastructure for new growth from existing customers to the new growth that is prompting the infrastructure improvements. Collections are expected to total \$1,500,000 based on new construction trends, anticipated growth and rate model. In addition, there is a transfer in of \$450,000 from the Solid Waste Fund.

Connection fees represent the cost of connecting new customers to the City's utility system. The fee is calculated based on the cost of the meter and the end point, in addition to time and equipment needed to set the meter. Connection fees are conservatively budgeted at \$90,000. Connection fees are only collected when the City of Hutto provides service to the home. Water connection fees would not be collected for homes that are constructed in the Jonah SUD or Manville WSC service areas.

Other revenue is made up of interest, miscellaneous income, and account administrative and late fees, and totals \$260,240.

The number of City water customers has grown an average of 4.58% over the past five years. The number of total accounts is expected to grow by 6.7% in FY 2019-20 as a result of the new commercial and residential customers. The City continues to provide wholesale wastewater service to the approximately 1,030 wastewater customers north of Limmer Loop. This number continues to grow as both the Hutto Highlands and Hutto Park subdivisions continue to expand and grow.



Expenses

Utility Fund expenses are the costs associated with the provision of water and wastewater services to the Hutto customers. The Utility Fund includes thirteen full-time water and wastewater employees as well as two meter technicians, and five customer service personnel. The FY 2019-20 Utility Fund Operating Budget totals \$6,646,474. There is an additional transfer to the debt service fund of \$7,032,000 which is offset by a transfer in from the Impact Fee Fund of \$1,500,000. The transfer from the Impact Fee Fund will fluctuate based on the growth of the City.

Water and wastewater services, totaling \$5.7 million, make up the largest bulk of operating expenses because of water supply, wastewater management agreements, and increased personnel. The FY 2019-20 Water and Wastewater Service budget will increase by 4.6% from the FY 2018-19 Projected Year-End Actuals due to growth of the City. Enhancements include an additional crew leader and utility technician, and a 3% merit/market increase. All enhancements included in the utility fund are for increased productivity, investment in infrastructure, and staff needed to carry out the Council Strategic Plan. The majority of the Utility Fund's budget is appropriated towards Other Services and Charges

because of its water supply contracts and the contract with Brazos River Authority to operate the wastewater treatment plant. The City currently purchases treated water from the City of Taylor and City of Mannville, with the City of Mannville contract ending at the end of this year.

Budget Variances

This section explains the difference between the FY19 Budget and the FY18 Projected Year-End Actual amounts.

	2018-19 Projected	2019-20 Base	2019-20 Enhancements	2019-20 Budget	% Change Projected
Salary & Benefits	1,311,279	1,303,508	153,076	1,456,583	11.1%
Supplies & Materials	354,825	354,825	-	338,825	-4.5%
Repair & Maintenance	980,400	980,400	-	980,400	0.0%
Contractual Services	2,995,154	2,884,949	-	2,884,449	-3.7%
Other/Misc Expenses	501,333	501,333	-	511,333	2.0%
Capital Outlay	424,884	424,884	50,000	474,884	11.8%
Total - Expenses	6,567,875	6,449,899	203,076	6,646,474	16.6%
Transfers Out	(7,501,242)	(7,032,000)	-	(7,032,000)	-6.3%

SALARIES AND BENEFITS will increase 11.1% or about \$145,304 over the FY 2018-19 Projected Year-End Actuals. The increase includes an average 3% merit increase, as well as the addition of one Utility Crewman and one Utility Technician to maintain the City's infrastructure due to all the growth.

SUPPLIES AND MATERIALS are budgeted at \$338,825, which is a decrease of 4.5% over FY 2018-19 Projected Year-End Actuals. The decrease is due to the purchase of meters in the year to be available for inventory reducing the current year's need to order.

REPAIRS AND MAINTENANCE costs will stay flat at \$980,400 over the FY 2018-19 Projected Year-End Actuals. As the city continues to expand, the need for more repair and maintenance will be necessary. The addition of the upcoming capital improvement projects will see this category increase as they come online.

CONTRACTUAL SERVICES make up the majority of Utility expenses. Included in this section are the water supply contracts with the City of Taylor, and Manville (which was renegotiated at the beginning of FY 2018-19), as well as the wastewater treatment agreement with Brazos River Authority. The decrease of 3.7% is due to the renegotiation of the Manville contract. The renegotiated contract allows for a lower price per thousand gallons and the ability to take more water if necessary without a surcharge.

CAPITAL OUTLAY is costs related to new capital costs such as vehicles, facilities, and equipment. This number fluctuates annually depending on capital needs. The number is increasing 11.8% over FY 2018-19 Projected Year End Actuals. This increase is due to the purchase of two vehicles for the two new positions.

TRANSFERS OUT is decreasing 6.3% over the FY 2018-19 Projected Year-End Actuals. There is a transfer of \$7,032,000 to the debt service fund.

UTILITY DEBT SERVICE FUND

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Interest and Other	2,950	2,500	2,500	2,500
Total - Revenues	2,950	2,500	2,500	2,500
Expenses				
Principal Reduction	2,430,750	2,600,934	2,600,934	2,469,694
Interest	1,756,887	4,702,732	4,702,732	4,621,089
Paying Agent Fees	5,000	5,000	5,000	5,000
Total - Expenses	4,192,637	7,308,666	7,308,666	7,095,783
Other Financing Sources				
Transfer In	6,616,164	7,308,666	7,308,666	7,032,000
Transfer Out	-	-	-	-
Total - Other Financing Sources	6,616,164	7,308,666	7,308,666	7,032,000
NET CHANGE IN FUND BALANCE	2,500	2,500	2,500	(61,283)
Beginning Fund Balance	29,764	59,578	59,578	62,078
Ending Fund Balance	59,578	62,078	62,078	795

Fund Description

The Utility Debt Service Fund tracks the revenue set aside for the retirement of certificates of obligation issued for utility improvements. The fund also tracks the payment of principal and interest for outstanding bond obligations. Utility Debt Service is paid using revenues generated by the provision of water and sewer service. The approximate amount needed to pay principal and interest related to the City's indebtedness is transferred in from the Utility Fund.

Revenues

Revenues are transferred in from the Utility Fund totaling \$7,032,000, which is a decrease from the FY 2018-19 Budget. A portion of the debt service is paid using impact fees that are used for debt service payments for eligible capital projects. Debt service requirements are paid using water and wastewater user fees and other collected revenue.

Expenses

Debt service payments are generally made in February and August of each year. Expenses include principal reduction \$2,469,694 and interest \$4,621,089 on existing obligations. The decrease in overall expenses for the proposed budget year FY 2019-20 over FY 2018-19 is due to some of the older obligations being paid down.

Budget Variances

Only the annual debt service requirement is transferred to the Utility Debt Service Fund each year. The Debt Analysis Section provides more information regarding the City's outstanding and proposed debt issuances.

UTILITY CAPITAL REPLACEMENT FUND

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Sale of Assets	-	-	-	-
Interest and Other	-	-	-	-
Total - Revenues	-	-	-	-
Expenses				
Vehicles	-	-	-	-
Machinery and Equipment	-	-	-	-
Total - Expenses	-	-	-	-
Other Financing Sources				
Transfer In	50,000	50,000	50,000	-
Transfer Out	(45,833)	-	-	-
Total - Other Financing Sources	4,167	50,000	50,000	-
NET CHANGE IN FUND BALANCE	4,167	50,000	50,000	-
Beginning Fund Balance	350,000	354,167	354,167	404,167
Ending Fund Balance	354,167	404,167	404,167	404,167

Fund Description

The Capital Replacement Fund was created to track the cost of replacing aged and worn capital assets including vehicles and equipment and begin setting aside funds to replace aging equipment. The recently hired Fleet Manager is creating a replacement schedule for vehicles and equipment.

Revenues

No transfer is budgeted for FY 2019-20 to the Utility Capital Replacement fund. Once a replacement schedule is implemented transfers will resume.

Expenses

Expenses will include replacement equipment and machinery used by the City's utility system. The City plans to build up the fund balance to be used to replace aging and worn capital assets.

Budget Variances

This fund was created in Fiscal Year 2010. Fund balance is expected to increase over the next few years as the City sets aside funds to replace aging assets.

IMPACT FEES FUND

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Water Impact Fees	379,046	782,496	450,000	782,500
Wastewater Impact Fees	453,844	722,304	550,000	717,500
Total - Revenues	832,890	1,504,800	1,000,000	1,500,000
Expenses				
Capital Improvements				
Water	-	-	-	-
Wastewater	-	-	-	-
Debt Service	-	-	-	-
Total - Expenses	-	-	-	-
Other Financing Sources				
Transfer In	-	-	-	-
Transfer Out	-	(1,504,800)	(1,000,000)	(1,500,000)
Total - Other Financing Sources	-	(1,504,800)	(1,000,000)	(1,500,000)
NET CHANGE IN FUND BALANCE	832,890	-	-	-
Beginning Fund Balance	-	-	-	-
Ending Fund Balance	832,890	-	-	-

Fund Description

The Impact Fees Fund is used to manage the collection and use of impact fees for the City's Water and Wastewater Capital Improvement Projects. The City began collecting impact fees in the fall of 2006. The Impact Fee Study was last conducted in 2013. The City transfers collected impact fees to the Utility Fund to help pay for debt service related to capital projects. Any fund balance left at the end of the year is due to the timing of collections.

Revenues

Revenues are calculated based on anticipated development of subdivisions and commercial sites. Impact fees are assessed at the time a property is platted and paid at the time the building permit is issued. Impact fee collections are expected to increase in line with the increase in new growth currently occurring in Hutto. The City currently assesses the following impact fees:

For lots platted prior to February 2013:

*Water - \$3,625 per service unit equivalent
unit equivalent*

Wastewater - \$2,128 per service unit equivalent

For lots platted after February

Water - \$4,363 per service

*Wastewater - \$1,068 per service unit
equivalent*

Expenses

Eligible impact fee collections will be transferred to the Utility Fund to support eligible debt service payments.

Budget Variances

The Impact Fee Fund was created in 2008 to appropriately account for revenues and expenses related to impact fees under Chapter 395 of the Texas Water Code. Collected impact fees are transferred to the Utility Fund for eligible expenses.

COURT FEES FUND

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Court Technology Fees	6,232	7,000	7,000	3,500
Court Security Fees	4,674	5,100	5,100	5,100
Court Training Fees	353	500	500	500
Total - Revenues	11,258	12,600	12,600	9,100
Expenses				
Court Technology	12,515	13,000	13,000	-
Court Security	11,340	19,750	19,750	250
Court Training	-	500	-	-
Total - Expenses	23,855	33,250	32,750	250
Other Financing Sources				
Transfer In	-	-	-	-
Transfer Out	-	-	-	-
Total - Other Financing Sources	-	-	-	-
NET CHANGE IN FUND BALANCE	(12,597)	(20,650)	(20,150)	8,850
Beginning Fund Balance	26,947	2,704	2,704	(8,800)
Ending Fund Balance	14,350	(17,946)	(17,446)	50

Fund Description

The Court Fees special revenue fund tracks fees that are allowed to be collected on certain Class C Misdemeanors in Municipal Court. These fees must only be used for specific purposes outlined in the law, including Court Security, Technology, and Training.

Revenues

Court fees are special Municipal Court revenues collected in accordance with state law to enhance Court security, technology, and training. A total of \$9,100 has been budgeted for FY2019-20.

Expenses

The special revenues may only be used for expenses related to Court technology, security, and training. Only \$250 is budgeted as the funds were depleted in the previous year for the warrant officer.

Budget Variances

The Court Fee Funds summary includes Court Technology, Security, and Training Funds. Fund balance will fluctuate depending on the timing of projects.

HOTEL TAX FUND

	2017-18 Actual	2018-19 Actual	2018-19 Projected	2019-20 Budget
Revenues				
Hotel Occupancy Tax	118,921	139,577	250,000	250,000
Miscellaneous Income	-	-	-	-
Total - Revenues	118,921	139,577	250,000	250,000
Expenses				
Historical Restoration & Museums	-	-	-	-
Convention & Visitor's Bureau (10-15%)	-	-	5,000	5,000
Promotion of the Arts (>15%)	3,665	-	-	-
Advertising	77,000	-	-	-
Sporting Event Promotion	131,250	-	-	-
Sports Facility Rehabilitation	-	-	-	-
Signage	-	-	-	-
Total - Expenses	211,915	-	5,000	5,000
Other Financing Sources				
Transfer In	-	-	-	-
Transfer Out	-	-	(250,000)	(250,000)
Total - Other Financing Sources	-	-	(250,000)	(250,000)
NET CHANGE IN FUND BALANCE	(92,994)	139,577	(5,000)	(5,000)
Beginning Fund Balance	168,805	75,811	75,811	70,811
Ending Fund Balance	75,811	215,388	70,811	65,811

Fund Description

The Hotel Occupancy Tax Fund was created in 2008 to better manage revenue and expenses related to the Hotel Occupancy Tax collected by the City of Hutto. State law stipulates special restrictions for the expenditure of Hotel Occupancy Tax revenue. The City Council adopted a Hotel Tax Use Policy in 2009 defining how hotel tax revenues may be used. The Policy stipulates that funds may be used for any of the following functions so long as the action aids in bringing overnight tourists to Hutto:

- Convention and Visitor's Bureau functions - 15%
- Promotion of the Arts - 15%
- Historical Restoration and Museums - No limit
- Sporting Event Promotion - No limit
- Enhancement of Existing Sports Facilities - No limit
- Signage (directional signage for tourists) - No limit

Revenues

Revenues represent the 7% Hotel Occupancy Tax allowed by state law. The City's first major hotel opened in 2008. A second hotel opened in 2015, increasing the City's hotel tax collections.

Expenses

The City implemented a Hotel Tax Use Policy in 2009 to outline how hotel/motel tax revenues may be used in accordance with state law. In 2014 the Hotel Tax Use Policy was amended to allow for businesses intending to promote the City of Hutto to visitors through a public project or event to also apply for funding. The application process has been revised to have applicants apply during a designated time annually rather than throughout the year, allowing for improved budgetary planning and further clarification to applicants. The application packet has also been modified to include a cover letter, overview, checklist, application revisions, a copy of Chapter 35I of the Texas Tax Code, and a lodging directory. Funding is at the discretion of the City Council. The Downtown and Tourism Manager oversees the use of the funds in accordance with state law and city policy.

\$5,000 is spent on Convention and Visitor's Bureau. The fund supports expenses incurred on an annual webpage for Hutto on www.TourTexas.com, which allows the City to receive visitor leads and mail brochures when requested. The Economic & Convention department utilizes the additional funding for printing brochures, online banner ads on Tour Texas, as well as other placed ads (such as in the Houston House & Home), to market events such as Christmas Fair/Old Town Christmas Weekend and the Home & Garden Show. In the FY 2018-19 Projected Year-End Budget and FY 2019-20 Budget (through a transfer to a special events special revenue fund), the City has committed \$250,000 to promote the KOKE FEST. The first festival was held in August 2017 and brought more than 5,000 attendees to the City. The City and KOKE FM committed to a seven-year agreement to continue the festival and it will continue for six more years. The first year was held at the Gin Co-Op, and beginning in FY 2018-19, it was held and will continue to be held at the Park at Brushy Creek, which houses a 10,000-seat amphitheater and other amenities.



Budget Variances

Actual expenses will be based on applications from community organizations for use of the funds.

PEG FUND

	2017-18 Actual	2018-19 Amended	2018-19 Projected	2019-20 Budget
Revenues				
PEG Capital Fees	48,933	37,595	37,595	38,723
Total - Revenues	48,933	37,595	37,595	38,723
Expenses				
Technology Equipment and Supplies	36,228	52,350	44,888	75,000
Professional Services	-	12,000	4,219	25,500
Communication Services	-	-	-	-
Total - Expenses	36,228	64,350	49,107	100,500
NET CHANGE IN FUND BALANCE	12,705	(26,755)	(11,512)	(61,777)
Beginning Fund Balance	81,790	113,089	113,089	101,577
Ending Fund Balance	94,495	86,334	101,577	39,800

Fund Description

The Public Education, and Government Channel Fund (PEG Fund) accounts for cable franchise fee payments used for the provision of a public educational, and governmental access channel in accordance with state law.

Revenues

The City of Hutto, through a state franchise agreement, receives franchise fees equal to 1% of gross cable provider revenues to support certain expenses in providing a public access channel. The estimated FY 2019-20 revenue of \$38,723 is a conservative estimate in growth based on historical revenue.

Expenses

Use of PEG revenues is regulated by state law. In short, the franchise fee may only be used to pay capital costs associated with operating a public access channel. With the construction of the new City Hall and larger City Council Chambers an increase in expenses was seen in both FY 2018-19 and again in FY 2019-20 to equip the Chambers for public broadcasting.

Budget Variances

The PEG Fund was created through a budget amendment in FY2014 to account for revenues and expenses in accordance with the state franchise agreement.

RED LIGHT CAMERA FUND

	2017-18 Actual	2018-19 Actual	2018-19 Projected	2019-20 Budget
Revenues				
Red Light Cameras	5,498	4,736	-	10,000
Grant Revenue	-	-	-	-
Total - Revenues	5,498	4,736	-	10,000
Expenses				
Attorney Services	2,235	702	4,000	4,000
Other Contracted Services	3,843	-	6,000	6,000
Pay to ATS	-	-	-	-
Other Supplies and Materials	-	-	-	-
Remittance to State	-	-	-	-
Total - Expenses	6,079	702	10,000	10,000
Other Financing Sources				
Transfer In	-	-	-	-
Transfer Out	-	-	-	-
Total - Other Financing Sources	-	-	-	-
NET CHANGE IN FUND BALANCE	(581)	4,034	(10,000)	-
Beginning Fund Balance	95,947	95,370	95,370	85,370
Ending Fund Balance	95,370	99,400	85,370	85,370

Fund Description

The Red-Light Camera Fund tracked revenues and expenses associated with the City's former red-light cameras. The City no longer uses the red-light cameras due to a determination that red-light camera usage was not legal.

Revenues

The City of Hutto occasionally received a payment from an older ticket issued.

Expenses

There are still some attorney service fees coming through this fund for defending the red light camera lawsuits.

SPECIAL EVENTS FUND

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Special Event Revenue	-	250,000	250,000	250,000
Total - Revenues	-	250,000	250,000	250,000
Expenses				
Promotion of the Arts	-	500,000	500,000	500,000
Total - Expenses	-	500,000	500,000	500,000
Other Financing Sources				
Transfer In	-	250,000	250,000	250,000
Transfer Out	-	-	-	-
Total - Other Financing Sources	-	250,000	250,000	250,000
NET CHANGE IN FUND BALANCE	-	-	-	-
Beginning Fund Balance	-	-	-	-
Ending Fund Balance	-	-	-	-

Fund Description

The Special Events Fund is a special revenue fund used to account for the large events that are to be revenue generators at the new amphitheater that is being constructed at The Park at Brushy Creek. These events should be self-sustaining, and, as such, this fund will be used to track each event in order to determine profitability in regard to cash flows for each of the events.

Revenues

Revenues will consist of ticket sales, parking fees, fees charged to vendors and others to sell goods at the events as well as all other types of revenue associated with events such as concerts. Additionally, a portion of the hotel occupancy tax funds will be transferred over in the amount of \$250,000 to fund the KOKE Festival each year, which includes entertainment, advertising, and sporting events.

Expenses

Expenses will be comprised of the necessary costs associated with concerts and other events, including talent acquisition, staging needs, staffing, policing, etc.

PARK IMPROVEMENT FUND

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Interest	6,210	1,200	1,200	2,500
Park Land Fees	192,724	200,000	200,000	200,000
Total - Revenues	198,933	201,200	201,200	202,500
Expenses				
Park Improvements & Structures	-	30,000	30,000	-
Parks Master Plan	47,909	-	-	-
Total - Expenses	47,909	30,000	30,000	-
Other Financing Sources				
Transfer In	-	-	-	-
Transfer Out	-	(200,000)	(200,000)	-
Total - Other Financing Sources	-	(200,000)	(200,000)	-
NET CHANGE IN FUND BALANCE	151,024	(28,800)	(28,800)	202,500
Beginning Fund Balance	315,792	466,816	466,816	438,016
Ending Fund Balance	466,816	438,016	438,016	640,516

Fund Description

The Park Improvement Fund is used to account for funds received and expended for purchase of land, improvements, and construction of parks and recreational facilities.

Revenues

Revenues will consist of parkland fees received by developers in lieu of creating parks in their developments.

Expenses

Expenses will be comprised of the necessary costs associated with purchase of the land, improvements, and construction of parks and recreational facilities.

THE LANDING PID #5

	2017-18 Actual	2018-19 Budget	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues					
Interest	535	-	-	720	-
Miscellaneous Revenue	75,000	-	-	-	-
Total - Revenues	75,535	-	-	720	-
Expenses					
Attorney Services	-	-	-	2,009	-
Miscellaneous Expense	-	-	-	72,991	-
Professional Services	-	-	-	-	-
Total - Expenses	-	-	-	75,000	-
NET CHANGE IN FUND BALANCE					
	75,535	-	-	(74,280)	-
Beginning Fund Balance	-	75,535	75,535	75,535	1,255
Ending Fund Balance	75,535	75,535	75,535	1,255	1,255

Fund Description

The Landing PID #5 is used to account for funds received and expended for the administration of the Public Improvement District #5.

Revenues

Revenues will consist of developer receipts.

Expenses

Expenses will be comprised of the necessary costs such as attorney, professional fees and miscellaneous related expenses.

CROSS CREEK/MERITAGE PID #2

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Interest	356	-	900	-
PID Creation Revenue	50,000	-	55,000	-
Total - Revenues	50,356	-	55,900	-
Expenses				
Attorney Services	-	-	33,874	-
Miscellaneous Expense	-	-	-	-
PID Expense	-	-	50,000	-
Total - Expenses	-	-	83,874	-
NET CHANGE IN FUND BALANCE				
	50,356	-	(27,974)	-
Beginning Fund Balance				
	-	50,356	75,535	47,561
Ending Fund Balance				
	50,356	50,356	47,561	47,561

Fund Description

The Cross Creek/Meritage PID #2 is used to account for funds received and expended for the administration of the Public Improvement District #2.

Revenues

Revenues will consist of developer receipts.

Expenses

Expenses will be comprised of the necessary costs such as attorney, professional fees and miscellaneous related expenses.

THE CO-OP PID #1

	2017-18 Actual	2018-19 Budget	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues					
Interest	-	-	-	-	-
Miscellaneous Revenue	94,770	-	-	86,720	-
Total - Revenues	94,770	-	-	86,720	-
Expenses					
Attorney Services	113,326	-	-	83,805	-
Miscellaneous Expense	-	-	-	-	-
PID Expense	-	-	-	10,000	-
Total - Expenses	113,326	-	-	93,805	-
NET CHANGE IN FUND BALANCE					
	(18,556)	-	-	(7,085)	-
Beginning Fund Balance					
	-	(18,556)	(18,556)	(18,556)	(25,641)
Ending Fund Balance					
	(18,556)	(18,556)	(18,556)	(25,641)	(25,641)

Fund Description

The Co-Op PID #1 is used to account for funds received and expended for the administration of the Public Improvement District #1.

Revenues

Revenues will consist of developer receipts.

Expenses

Expenses will be comprised of the necessary costs such as attorney, professional fees and miscellaneous related expenses.

MUSTANG CREEK/PACKSADDLE PID #3

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Interest	-	-	-	-
Miscellaneous Revenue	-	-	75,000	-
Total - Revenues	-	-	75,000	-
Expenses				
Attorney Services	-	-	-	-
Miscellaneous Expense	-	-	-	-
PID Expense	-	-	-	-
Total - Expenses	-	-	-	-
NET CHANGE IN FUND BALANCE				
	-	-	75,000	-
Beginning Fund Balance				
	-	-	-	75,000
Ending Fund Balance				
	-	-	75,000	75,000

Fund Description

The Mustang Creek/Packsaddle PID #3 is used to account for funds received and expended for the administration of the Public Improvement District #3.

Revenues

Revenues will consist of developer receipts.

Expenses

Expenses will be comprised of the necessary costs such as attorney, professional fees and miscellaneous related expenses.

315/RSI/COTTON CREEK PID #4

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Interest	-	-	935	-
Miscellaneous Revenue	-	-	25,000	-
Total - Revenues	-	-	25,935	-
Expenses				
Attorney Services	-	-	1,078	-
Miscellaneous Expense	-	-	-	-
PID Expense	-	-	-	-
Total - Expenses	-	-	1,078	-
NET CHANGE IN FUND BALANCE				
	-	-	24,857	-
Beginning Fund Balance				
	-	-	-	24,857
Ending Fund Balance				
	-	-	24,857	24,857

Fund Description

The 315/RSI/COTTON CREEK PID #4 is used to account for funds received and expended for the administration of the Public Improvement District #4.

Revenues

Revenues will consist of developer receipts.

Expenses

Expenses will be comprised of the necessary costs such as attorney, professional fees and miscellaneous related expenses.

SPORTS HEALTH DISTRICT PID #6

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Interest	-	-	-	-
Miscellaneous Revenue	-	-	30,000	-
Total - Revenues	-	-	30,000	-
Expenses				
Attorney Services	-	-	24,525	-
Professional Services	-	-	2,900	-
PID Expense	-	-	-	-
Total - Expenses	-	-	27,425	-
NET CHANGE IN FUND BALANCE				
	-	-	2,576	-
Beginning Fund Balance				
	-	-	-	2,576
Ending Fund Balance				
	-	-	2,576	2,576

Fund Description

The Sports Health District PID #6 is used to account for funds received and expended for the administration of the Public Improvement District #6.

Revenues

Revenues will consist of developer receipts.

Expenses

Expenses will be comprised of the necessary costs such as attorney, professional fees and miscellaneous related expenses.

Enhancements

The FY 2019-20 Budget General Fund enhancements for personnel, equipment and vehicles is \$970,437. During the budget process departments turn in a base budget for the fiscal year, along with enhancement requests. Enhancements are considered items that would be above and beyond a base, or flat budget.

Fiscal Year 2019-2020 Summary - Enhancement Requests					
	Description of Request	Net Cost/(Income)		# FTEs	
		Requested	Approved	Requested	Approved
Human Resources					
	Compensation Study	75,000	48,000	-	-
Subtotal - Human Resources		75,000	48,000	-	-
Communications					
	Full-time Multimedia Specialist Intern	44,945	44,945	1.0	1.0
	Social Media Software	7,000	8,000	-	-
	Training & Development	5,000	5,000	-	-
Subtotal - Communications		56,945	57,945	1.0	1.0
Information Technology					
	Staff Growth - Increased IT Demand	73,171	60,000	-	-
	Planning: Disaster Recovery / Business Continuity / ITMP	49,999	50,000	-	-
Subtotal - Information Technology		123,170	110,000	-	-
Public Safety					
	One Sergeant and Two Traffic Officers (Positions will start last quarter of FY20)	279,544	78,917	3.0	3.0
	Clothing & Uniforms	15,000	15,000	-	-
	Technology Equipment	30,000	30,000	-	-
	Communication Equipment	15,000	25,655	-	-
	Patrol Equipment	16,000	16,000	-	-
	Three Patrol Vehicles	84,000	84,000	-	-
	Ten Communication Staff for Justice Center (Will start last quarter of FY20)	755,084	198,503	10.0	10.0
Subtotal - Public Safety		1,194,628	448,075	13.0	13.0
Parks					
	Removable Fence	1,500	1,500	-	-
	iPAD minis	1,500	1,500	-	-
	Vehicle	25,000	30,000	-	-
Subtotal - Parks		28,000	33,000	-	-
Recreation					
	Recreation Attendent	45,363	45,363	1.0	1.0
	Vehicles	100,000	30,000	-	-
Subtotal - Recreation		145,363	75,363	1.0	1.0
Fleet & Fleet Maintenance					
	Mechanic, Truck & Tools	99,027	99,027	1.0	1.0
Subtotal - Fleet & Fleet Maintenance		99,027	99,027	1.0	1.0
Facility & Facility Maintenance					
	Personnel, Machinery & Equipment	99,027	99,027	1.0	1.0
TOTAL		1,821,160	970,437	17.0	17.0

The FY 2019-20 Budget Utility Fund enhancements for personnel, equipment and vehicles is \$203,075. During the budget process departments turn in a base budget for the fiscal year, along with enhancement requests. Enhancements are considered items that would be above and beyond a base, or flat budget.

Fiscal Year 2019-2020 Summary - Enhancement Requests					
	Description of Request	Net Cost/(Income)		# FTEs	
		Requested	Approved	Requested	Approved
Public Works					
	Personnel - W&WW Utility Technicians	115,204	67,640	2.0	1.0
	Personnel - W&WW Utility Crewmen	200,491	85,435	4.0	1.0
	Equipment - W&WW Utility Crew Trucks	60,000	50,000	-	-
	Public Works	375,695	203,075	6.0	2.0
Resources Needed - Personnel, Equipment & Vehicles		375,695	203,075	6.0	2.0

FISCAL AND BUDGETARY POLICY

Amended March 21, 2019

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 Fiscal and Budgetary Policy, as outlined below, is adopted by the City Council annually and considered the basis for financial management, planning and budget preparation. The policy guides both the City of Hutto and its component unit, the Hutto Economic Development Corporation.

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.

The scope of this policy generally spans areas of financial planning, operating and capital budgeting, revenue management, expenditure control, asset management, pay philosophy, accounting and financial reporting, debt management and reserves. 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 Principles (GAAP); and
- D. Demonstrate compliance with finance-related legal and contractual practices in accordance with the Texas Local Government Code, bond covenants and other legal mandates.

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 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, renovate and rehabilitate existing infrastructure and facilities, meet growth related needs and comply with state and federal regulations.
 - I. **Preparation** – The City Engineer, with the support of the Financial Services, coordinates the annual update and adoption of the multi-year CIP as a part of the annual budget process. In accordance with the City Charter (Charter, section 12.04), the CIP will be delivered to and reviewed by the Planning and Zoning Commission whose recommendation(s) will 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 life cycle 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.
 - Review the existing City Master Plans to ensure capital improvement projects support the City's long-range goals.
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. Short-term financing options, such as Capital Leasing, may also be considered. Long-term debt financing may also be explored to acquire major assets with an expected life equal to or exceeding the average life of the debt issue. Factors related to the issuance of debt will include the following:
- Legal constraints on debt capacity and financing alternatives,
 - Essentiality of the proposed capital improvement and the economic cost of delay,
 - Willingness and financial ability to pay for the capital improvement,
 - Determination of the ability to fund through a pay-as-you-go system,
 - Assess current interest rate environment for borrowing and investment, as well as other market conditions, and reserve requirements,
 - Financial condition of the City,
 - The types, availability and stability of revenues to be pledged for repayment of the debt,
 - Type of debt to be issued, and
 - The nature and asset life of the capital projects
3. Control – All capital project expenditures must be appropriated in the capital budget. The Chief Financial Officer 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 Financial Services to monitor and control the budget as authorized. Capital project status reports will be provided to Council on a frequent basis.
- B. Operations Plan – The plan will include estimated operating expenses, the cost of new programs being contemplated, and staffing needs for the period.
- C. Revenues and Financing Plan – Financial Services will develop conservative, multi-year revenue forecasts based upon current and known future revenue streams. The Plan will illustrate the impact of the Capital and Operations Plans on the property tax rate, utility rates and other fees. Sensitivity analyses may be used in order to react to low-medium-high growth environments that would allow for more aggressive investment in infrastructure and conversely time to react to economic slowdown.
- 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 multi-year planning process and annual budget process to determine whether certain programs should continue to be funded. International City Managers' Association (ICMA) Insights program participation will be utilized to establish, track and compare performance measures.

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 an extension of the strategic planning process for the City and will 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 City Council shall adopt the budget on or before the last day of the last month of the current fiscal year.
 - I. **Proposed Budget** – A proposed budget shall be prepared by the City Manager and delivered to the City Council per the City 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 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 on the City website, a general summary of the budget, as well as the date, time and location the budget will be available for public inspection. At a minimum, the publication notice must be provided at least two weeks prior to availability.
 - c. A copy of the proposed budget will be filed with the City Secretary upon submission to the City Council, which must be at least 30 days prior to the Council's vote.
 - 2. **Adoption** – 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 and state Truth in Taxation laws. The deadline for the chief appraiser to certify appraisal rolls to taxing units is July 25. After certification, City Council must discuss the tax rate, and if the maximum rate under consideration will exceed the rollback rate or effective tax rate, they must take a record vote and schedule a public hearing. If required, a Notice of Public Hearing on Tax Increase must be published at least 7 days prior to the first public hearing. If required, the second public hearing must be no earlier than 3 days after the first public hearing and is also when the tax rate adoption meeting will be scheduled and announced (must be 3-14 days from the date of the second hearing). 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 30th.
- 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 for capital expenditures.

- E. **Reporting** – Summary financial reports will be presented to the City Council monthly at a regular City Council meeting. 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.
 - 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 designate up to 0.75% of the estimated General Fund revenues during the budget process.
 - 1. **Funding Process** – A standardized process for application, review, monitoring, and reporting will be provided by the City. 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
 - e. If applicable, a list and description of what prior year City funding was used for and program measures that indicate the increased success of the program due to the funding
 - 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. The City shall have the ability to review financial reports to monitor how public funds are utilized by an organization.
 - c. Other items may be addressed by the City Council as specified in each organization's Outside Agency Funding Agreement.
- 3. The Williamson County Crisis Center (Hope Alliance), Williamson County Children's Advocacy Center and the Williamson County and Cities Health District will be considered a budgeted line-item. All other outside agencies and organizations will go through the Outside Agency Funding process.
- 4. The City Council will review requests from other agencies and award 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; and
 - e. The City Council prefers to allocate funding based upon the following guideline:
 - Education – 10%
 - Quality of Life – 30%
 - Social Services – 60%
 - Public Health and Safety – The City Council may provide additional funding above the designated 0.75% to support governmental organizations that provide public health and safety services to the Hutto Community. (For example, membership in the Williamson County and Cities Health District)

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 and/or effectiveness objectives shall be brought up to required standards or be subject to reduction or elimination.
- K. **Budget Contingency Plan** – The City will take immediate corrective action at any time during the fiscal year if an operating deficit is projected at year end. General guidelines for managing revenue shortfalls resulting from factors such as local and economic downturns that affect the City's revenue streams are:
 - I. **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.

REVENUE MANAGEMENT

- A. **Optimum Characteristics** – The City will strive for the following optimum characteristics in its revenue system:
 - I. **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. Diversification of revenue sources is intended to mitigate instabilities in revenue sources due to factors such as economic and weather variations.
- 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 shall not be used to finance current ongoing operations. Non-recurring revenues shall be used only for non-recurring expenditures.
 2. Property Tax Revenues - All real and business personal property located within the City will be estimated at a collection rate of 98% of the taxable value for any given year based on the current appraisal supplied by the Williamson County Appraisal District.
 3. Investment Income - Earnings from investments will be distributed to the funds in accordance with the equity balance of the fund from which the invested monies were provided.
 4. User-Based Fees and Service Charges - For services associated with a user fee or charge, the direct and/or indirect costs of that service will be offset by a fee where possible. The City will review fees and charges at least every two to 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 shall be charged to all funds for services of general overhead, such as administration, financial services, 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 if material 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 Financial Services 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. The accounting treatment of leases will change in 2020. The policy will be updated at that time.
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 two to 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 goods or services or 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 Chief Financial Officer 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.

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 Director without prior authorization from the City Manager. Budget savings realized in this manner can be transferred by the City Manager, without further Council action.
- C. Budget Transfers - The *Charter (Section)* 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. Financial Services will make the adjustment upon approval from the City Manager.
- D. Purchasing - All City purchases of goods or services will be made in accordance with the City's current Procurement 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 or procured through an approved cooperative. The City's Procurement Policy follows State Law by requiring multiple quotes for most purchases over \$3,000. The City's Procurement Policy requires all contracts greater than \$50,000 annually be approved by the City Council. The following shows a summary of approval requirements for purchases.
 - I. Local Preference - In accordance with Chapter 271.9051 of the Local Government Code, the City Council may choose to enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with the lowest bidder, or the bidder whose principal place of business is in the municipality if the governing body determines that the local bidder offers the best combination of contract price and additional economic development opportunities, 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.

3. Conflict of Interest – The City will comply with all conflict of interest requirements as mandated by the Texas Government Code and Local Government Code.
- 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.

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 compensation 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. Benchmark cities are identified by the City Council based on parameters such as population, proximity 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 and step-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.

CAPITAL MAINTENANCE AND REPLACEMENT

The City shall maintain 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.

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 City's Chief Financial Officer 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 annually. 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 Chief Financial Officer will inform the City Council of the delay and the reasons therefore.

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 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 and mobility 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, including equipment, 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 multi-year 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-projected revenue sources. The financing period will not exceed the useful life of the improvement and the cost benefit of the improvement, including interest costs, will be positive to the community.

B. **Types of Debt** –

- I. **General Obligation Bonds (GO)** – 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 will 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 discretionary or nonessential 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) – 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 bonds 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 bonds 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; or
 - When the project or capital item is determined to be nondiscretionary or essential to the City.

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 including CO bonds 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) or Limited Tax Notes (Notes) which are short-term obligations for the acquisition of personal public property, such as equipment. PPFCOs and Notes 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 and should be grouped in a single PPFCO or Note issue in order to develop economies of scale. Notes are limited to a 7-year term.
 6. Revenue Bonds – Revenue bonds may 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. 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 sale. In such situations, the City will publicly present the reasons for the negotiated sale. The City will rely on the recommendation of a financial advisor and Chief Financial Officer 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 overall level debt service and tax rate or revenue source stability 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. **Reimbursement Resolutions** – The City may utilize reimbursement resolutions for debt financings 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 is mandated to maintain a 10% reserve. Per the Fiscal and Budgetary policy, the City will maintain emergency reserves at a minimum of 20% 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 funds.

- 1. **General Fund** – The unobligated fund balance in the General Fund should equal at least 20%.
- 2. **Utility Fund** – Working capital reserves in these funds should be 20%.

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. **Debt Service Funds for Ad Valorem Tax Obligations** – This fund holds receipts from ad valorem property taxes levied to pay debt service on outstanding ad valorem tax obligations. Due to the nature of the source of funds, monies held within this fund are stable. Balances are maintained in this fund to ensure that debt service payments may be made in a timely manner and to comply with ordinances authorizing such outstanding debt obligations.
- D. **Investment of Reserve Funds** – The reserve funds will be invested in accordance with the City's investment policy.
- E. **Sales Tax Excess** – Due to the volatile nature of sales tax revenue, collections over and above the estimated sales tax revenue amount should be used to fund non-recurring expenses, such as (but not limited to) equipment purchases, capital improvement projects, or transfers to the capital replacement fund.

HUTTO BOARDS & COMMISSIONS

Hutto Economic Development Corporation. Voters approved the creation of the 4A Hutto Economic Development Board in May 1996. The Board makes recommendations to the Council on the use of a 1/2 cent 4A Sales Tax to support economic development. Board members are appointed by the Council. All corporate powers are under the authority of the Board of Directors. The Board shall consist of seven (7) persons, with terms of each director seat being for three (3) years.

Historic Preservation Commission. The Historic Preservation Commission makes recommendations to the Council in regard to designation of historic sites or districts within the City. Members are appointed by the Council. Five (5) members are appointed for staggered terms of two (2) years. A member of City staff, appointed by Council, shall serve as an ex-officio member and as secretary to the Commission and act as the Local Preservation Officer.

Parks Advisory Board. The Parks Advisory Board makes recommendations to the Council in regard to park and recreational developments. Members are appointed by the Council. The Board shall consist of seven (7) members.

Library Advisory Board. The Library Advisory Board makes recommendations to the Council in regard to the City's Library operations.

Planning & Zoning Commission. The Planning and Zoning Commission makes recommendations to the Council in regard to zoning changes as well as the growth and development of the City. The Planning and Zoning Commission also annually makes recommendations to the City Council regarding the City's Five-Year Capital Improvements Plan. Members are appointed by Council. Seven (7) members serve on the Commission.

Zoning Board of Adjustments. The Board hears and decides appeals in regard to complaints made towards a City Administrative Officer, Department or Board. The Board also acts on applications submitted for variance or special exception to City zoning regulations. Five (5) members are appointed by the Council.

Hutto Ethics Commission. The Hutto Ethics Commission was created in 2007 to render advice and opinions on potential conflicts of interest or violations at the request of a City official. The Commission consists of five (5) members appointed by the City Council to staggered terms of two (2) years, all of whom shall reside in the City. All vacancies filled for the unexpired term and all members shall hold office until successor is appointed by the Council.

Building and Standards Commission. The Hutto Building and Standards Commission was created in 2015 to hear appeals and render decisions upon rulings by the building official when requests for modification or a variation have been made and denied. The commission will also serve as the fire code board of appeals.

GLOSSARY

This document contains specialized and technical terminology that is unique to public finance and budgeting. To assist the reader, a budget glossary follows:

ACCRUAL BASIS. The basis of accounting under which transactions are recognized when they occur, regardless of the timing of related cash flows.

ACCRUED EXPENSES. Expenses incurred but not due until a later date.

AD VALOREM TAXES. (Current) All property, real personal, mixed tangible, intangible, annexations, additions, and improvements to property located within the taxing unit's jurisdiction that are subject to taxation on January 1 of the current fiscal year. Following the final passage of the appropriations ordinance, the City Council sets the tax rate and levy for the current fiscal year beginning October 1 and continuing through the following September 30.

AD VALOREM TAXES. (Delinquent) All taxes are due on receipt of bill and are delinquent if not paid before February 1st of the fiscal year in which it is imposed.

AD VALOREM TAXES. (Penalty and Interest) A delinquent tax incurs a penalty of six (6%) percent of the amount of the tax for the first calendar month it is delinquent, plus one (1%) percent for each additional month of portion of the month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

APPROPRIATION. A legal authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes.

ASSESSED VALUATION. A value that is established for real or personal property for use as a basis for levying property taxes. (Note: Property values are established by the Williamson County Appraisal District.)

ASSET. Resources owned or held which have monetary value.

AUDIT. A comprehensive review of the manner in which the government's resources were actually utilized. A certified public accountant issues an opinion over the presentation of financial statements, tests the controls over the safekeeping of assets and makes recommendations for improvements where necessary.

BASE BUDGET. The on-going expense for personnel, operating services and the replacement of supplies and equipment to maintain service levels. The base budget does not include new programs or projects, which are approved on an individual basis.

BOND. A written promise to pay a sum of money on a specific date at a specified interest rate. The interest payments and the repayment of the principal are detailed in a bond ordinance. The most common types of bonds are general obligation and revenue bonds. These are most frequently used for construction of large capital projects (such as buildings, streets, and water and sewer improvements).

BUDGET. A financial plan of projected resources and proposed expenditures for a given period.

BUDGET CALENDAR. The schedule of key dates or milestones that the City follows in the preparation, adoption, and administration of the budget.

BUDGET CATEGORY. A group of expenses related by function. The City uses five budget categories including: Salaries and Benefits, Supplies and Materials, Repair and Maintenance, Other Services and Charges, and Capital Outlay.

BUDGET CONTINGENCY PLAN. The Fiscal and Budgetary Policy outlines operating procedures for managing revenue shortfalls resulting from factors such as local and economic downturns.

BUDGETED FUNDS. Funds that are planned for certain uses but have not been formally or legally authorized by the legislative body. The budget document that is submitted for Council approval is composed of budgeted funds.

CAPITAL EXPENDITURES. Outflows of spend-able resources for the acquisitions of long-term assets.

CAPITAL IMPROVEMENTS PLAN. A five-year planning document that outlines the capital projects within the next five years and includes information regarding funding, project description and scheduling, and status. The City Council annually adopts a CIP as part of the budget process.

CAPITAL OUTLAYS. Expenditures that result in the acquisition of or addition to fixed assets.

CASH BASIS. A basis of accounting under which transactions are recognized only when cash changes "hands".

CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN). The jurisdictional boundary of the City's water and/or wastewater service area.

CERTIFICATES OF OBLIGATION. See definition of bond.

CHARRETTE. A facilitated planning retreat process that brings together multiple parties to create initial ideas and designs for projects.

CONTINGENCY. A budgetary appropriation reserve set aside for emergencies or unforeseen expenditures not budgeted.

CONTINGENCY RESERVES. A portion of the budgeted ending fund balance or working capital that is not available for appropriation. The intent of the reserves is to provide flexibility, should actual revenues fall short of budgeted revenues and to provide adequate resources to implement budgeted expenditures without regard to the actual cash flow of the fund.

COST ACCOUNTING. That method of accounting that provides for assembling and recording of all the elements of cost incurred to accomplish a purpose, to carry on an activity or operations, or to complete a unit of work or a specific job.

CURRENT TAXES. Taxes that are levied and due within the current year.

DEBT SERVICES. Principal and interest obligations for bonds and other debt instruments according to a pre-determined payment schedule.

DEFICIT. (1) The excess of the liabilities of a fund over its assets. (2) The excess of expenditures over revenues during an accounting period; or, in the case of proprietary funds, the excess of expense over income during an accounting period.

DELINQUENT TAXES. Taxes that remain unpaid on and after the date on which a penalty for non-payment is assessed.

DEPARTMENT. An administrative segment of the City consisting of multiple divisions that is organized by function and service provided.

DEPRECIATION. The process of estimating and recording the lost usefulness, expired useful life or diminution of service from fixed asset that cannot or will not be restored by repair and will be replaced. The cost of the fixed asset's lost usefulness is the depreciation, or the reserve cost, in order to replace the item at the end of its useful life.

DIVISION. A separately budgeted segment of a department.

EFFECTIVE TAX RATE. The effective tax rate is the tax rate required to produce the same amount of taxes for the current year as the previous year. The rate is calculated by subtracting taxes on property lost this year from

the prior year's taxes total. This number is divided by the current value of property taxed in the prior year. Multiplying this number by 100 will produce the effective tax rate.

ENCUMBRANCES. Commitments related to unperformed (executory) contracts for goods or services.

ENHANCEMENTS. Newly requested budgeted amounts that will result in a new or expanded level of service over the previous year.

ETJ. The Extra-Territorial Jurisdiction is the contiguous area just beyond the city limits where a city may apply its development standards and regulations. A city's ETJ is determined by population.

ESD#3. Williamson County Emergency Services District #3 provide fire protection services to the Hutto area. The entity is independent of the City and levies a maximum ad valorem tax of \$0.1 per \$100 of property valuation. The organization is also referred to as "Hutto Fire and Rescue." The City has an interlocal agreement with the organization for services provided to the Hutto citizens

EXPENDITURE. This term refers to the outflow of funds paid or to be paid for an asset obtained or goods and services obtained regardless of when the expense is actually paid. This term applies to all funds. Note: An encumbrance is not an expenditure. An encumbrance reserves funds to be expended when goods or services are received.

EXPENSES. Charges incurred (whether paid immediately or unpaid) for operation, maintenance, interest and other charges.

FISCAL YEAR. The time period designated by the City signifying the beginning and ending period for recording financial transactions. The City of Hutto has specified October 1 to September 30 as its fiscal year.

FIXED ASSETS. Assets of a long-term character which are intended to continue to be held or used, such as land, building, and improvements other than buildings, machinery and equipment.

FRANCHISE FEE. This is a charge paid by businesses for the use of City streets and public right of way and is in lieu of all other municipal charges, fees, street rentals, pipe taxes or rentals, easement or other like franchise taxes, inspections fees, and/or charges of every kind except Ad Valorem and special assessment taxes for public improvements.

FULL-TIME EQUIVALENT. The numeric breakdown of city positions. A regular full-time employee (40 hours per week) equals one (1.0) full-time equivalent. Part-time positions are calculated as 0.5 full-time equivalents, and seasonal staff positions are considered 0.25 full-time equivalents.

FUND. An accounting entity that has a set of self-balancing accounts and that records all financial transactions for specific activities or government functions. Eight commonly used funds in public accounting are: general fund, special revenue funds, debt service funds, capital project funds, enterprise funds, trust and agency funds, internal service funds, and special assessment funds.

FUND BALANCE. Fund balance is the excess of assets over liabilities and is therefore also known as surplus funds.

GENERAL FUND. The fund used to account for all financial resources except those required to be accounted for in another fund.

GENERAL OBLIGATION BONDS. Bonds that finance a variety of public projects such as streets, building, and improvements. These bonds are backed by the full faith and credit of the issuing government.

GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP). Uniform minimum standards of and guidelines to financial accounting and reporting. These principles: govern the form and content of the basic financial statements of an entity; encompass the conventions, rules, and procedures necessary to define accepted

accounting practice at a particular time; include not only broad guidelines of general application, but also detailed practices and procedures; and, provide a standard by which to measure financial presentations.

GOVERNMENTAL FUNDS. Funds, within a governmental accounting system, that support general tax supported governmental activities.

GRANTS. Contributions or gifts of cash or other assets from another government to be used or expended for a specific purpose, activity, or facility.

GROWTH GUIDANCE PLAN. The Growth Guidance Plan includes a statement of strategic priorities/policies adopted by the City Council that are intended to guide the growth and development of the City until 2030.

HOTEL/MOTEL TAX. Pursuant to State law, a tax is levied upon the cost of occupancy of any room or space furnished by any hotel/motel. The current rate of taxation is 13% (7% of which is paid to the City and budgeted for limited uses and 6% of which is collected by the State).

IMPACT FEES. Fees assessed to developers to help defray a portion of the costs that naturally result from increased development. By Texas law, these fees must be used for capital acquisition or debt service relating to capital projects.

INTERFUND TRANSFERS. Amounts transferred from one fund to another.

INTERNAL SERVICE FUND. A fund to account for any service that services other funds in the government.

INVESTMENTS. Securities and real estate held for the generation of revenue in the form of interest, dividends, rentals, or lease payments. The term does not include fixed assets used in governmental operations.

LEVY. (Verb) To impose taxes, special assessments, or special charges for the support of governmental activities. (Noun) The total amount of taxes, special assessments, or special charges imposed by a government.

LONG-TERM DEBT. Debt with a maturity of more than one year after the date of issuance.

MODIFIED ACCRUAL BASIS. The accrual basis of accounting adapted to the governmental fund type spending measurement focus. Under this basis, revenues are recognized when they become both "measurable" and "available to finance expenditures within the current period". Expenditures are recognized when the related fund liability is incurred except for: (1) inventories of materials and supplies which may be considered expenditures either when purchased or when used; (2) prepaid insurance and similar items which need not be reported; (3) accumulated unpaid vacation, sick pay, and other employee benefit amounts which need not be recognized in the current period, but for which larger-than-normal amounts which need not be recognized in the current period, but for which larger-than-normal accumulations must be disclosed in the notes to the financial statements; (4) interest on special assessment indebtedness which may be recorded when due rather than accrued, if approximately offset by interest earning on special assessment levies; and (5) principal and interest on long-term debt which are generally recognized when due.

OPERATING BUDGET. A plan of current year expenditures and the proposed means of financial acquisition, spending, and service delivery activities of government are controlled.

OPERATING TRANSFERS. All interfund transfers other than residual equity transfers.

ORDINANCE. A formal legislative enactment by the governing board of a municipality. If an ordinance is not in conflict with any higher form of law, such as a state statute of constitutional provision, it has the full force and effect of law within the boundaries of the municipality to which it applies. The difference between an ordinance and a resolution is that the latter is less formal and has a lower legal "status". Ordinarily, statutes or characters will specify or imply those legislative actions that must be by ordinance and those which may be by resolution. Revenue raising measures such as these required for imposition of taxes, special assessments and service charges, universally require ordinances.

PERFORMANCE MEASURES. Performance measures are specific quantitative and qualitative indicators that report on the progress of activities and goals. Measures include inputs (the resources required to complete objectives), outputs (the number of units produced), efficiency measures (the number of units produced per input), and outcome measures (the end result of the objective).

PROGRAM DESCRIPTION. A description of the nature of service delivery provided at a particular level of funding.

PROGRAM GOALS. Goals identify the end result the department/division desires to achieve with its activities, but goals are often ongoing and may not be achieved in one year.

PROPERTY TAX. Property taxes are levied on both real and personal property according to the property's valuation and the tax rate.

PROPRIETARY FUND. Funds, within a governmental accounting system, that operate like business entities. These funds are characterized as either enterprise or internal service funds.

RESERVE. A portion of fund restricted for a specific purpose and is, therefore, not available or recommended for general appropriation.

RETAINED EARNINGS. An equity account reflecting the accumulated earnings of an enterprise or internal service fund.

REVENUE BONDS. Bonds for which principal and interest are payable exclusively from earnings from an Enterprise Fund. In addition to a pledge of revenues, such bonds sometimes contain a mortgage on the Enterprise Fund's property.

REVENUES. (1) Increases in governmental fund type net current assets from other than expenditure refunds and residual equity transfers. Under NCGA Statement I, general long-term debt proceeds and operating transfers in are classified as "other financing sources" rather than revenues. (2) Increases in proprietary fund type net total assets from other than expense refunds, capital contributions, and residual equity transfers. Under NCGA Statement I, operating transfers in are classified separately from revenues.

SALES TAX. A general "sales tax" is levied on all persons and businesses selling merchandise in the City limits on a retail basis. The current sales tax rate for the City is 8.25% (with only 1.5% rebated to the City from the State).

SERVICE CHARGES. Service charges are allocated to all Enterprise Fund activities (e.g., water/sewer) for indirect management and administrative support provided by General Fund departments.

SURPLUS. The excess of the assets or resources of a fund over its liabilities or obligations.

TAXES. Compulsory charges levied by a government for the purpose of financing services performed for the common benefit of the public. This term does not include specific charges made against particular persons or property for current or permanent benefits such as special assessments (neither does the term include charges for services rendered only to those paying such charges as, for example, sewer service charges).

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ). The Texas Commission on Environmental Quality monitors the City's utility system for safety and compliance with state law.

TEA 2I. The Transportation Equity Act 2I provided grant funding to the City for the Cottonwood Trail Phase II project.

TEXAS WATER DEVELOPMENT BOARD (TWDB). The City of Hutto is seeking low-interest funding for the Brushy Creek Wastewater Interceptor capital project from the Texas Water Development Board's Clean Water Program.

UNENCUMBERED BALANCE. The amount of an appropriation that is neither expended nor encumbered. It is essentially the amount of money still available for future purchases.

WORKLOAD MEASURES. Workload measures reflect major activities of the division/department in terms of quantity of work accomplished. They should be able to be tracked with a reasonable amount of time and effort.

UNIFIED DEVELOPMENT CODE (UDC). The Unified Development Code is a comprehensive document that outlines all development related codes and ordinances for the City.

ACRONYMS & ABBREVIATIONS

APA. American Planning Association.

AP. Accounts Payable.

AR. Accounts Receivable.

ARRA. American Recovery and Reinvestment Act.

AWWA. American Waterworks Association.

BRA. Brazos River Authority.

CAFR. Comprehensive Annual Financial Report.

CAMPO. Capitol Area Metropolitan Planning Organization.

CAPCOG. Capitol Area Council of Governments.

CCN. Certificate of Convenience and Necessity (water and wastewater).

CDBG. Community Development Block Grant.

CIP. Capital Improvements Plan.

CMO. City Manager's Office Division.

CO BOND. Certificates of Obligation Bond.

COLA. Cost of Living Adjustment.

CTLS. Central Texas Library System

CWSRF. Clean Water State Revolving Fund.

EECBG. Energy Efficiency & Conservation Block Grant.

EIS. Executive Information Systems.

ESD#3. Emergency Services District Number 3.

ETR. The Effective Tax Rate.

ETJ. The Extra-Territorial Jurisdiction.

EWCHC. Eastern Williamson County Higher Education Center.

FTE. Full-time Equivalent.

FY. Fiscal Year.

GO BOND. General Obligation Bond.

GAAP. Generally Accepted Accounting Principles.

GASB. Governmental Accounting Standards Board.

GFOA. Government Finance Officers Association.

GGP. Growth Guidance Plan.

GIS. Geographic Information System.

GPD. Gallons per day.

GPS. Global Positioning System.

HEDC. Hutto Economic Development Corporation.

HISD. Hutto Independent School District.

HOT. Heart of Texas Water Supply.

HPC. Historic Preservation Commission.

HR. Human Resources.

I&S. Interest and Sinking.

ICMA. International City Managers Association.

IT. Information Technology.

ISF. Internal Service Fund

Jonah SUD. Jonah Service Utility District

KHB. Keep Hutto Beautiful Commission.

LCRA. Lower Colorado Rivera Authority.

LS. Lift Station.

MGD. Million gallons per day.

MOU. Memorandum of Understanding.

O&M. Operations and Maintenance.

ODP. Organizational Development Plan.

P&Z. Planning and Zoning Commission.

PAFR. Popular Annual Financial Report.

PID. Public Improvement District

PO. Purchase Order.

PY. Prior Fiscal Year

RFP. Request for Proposal.

RFQ. Request for Qualifications.

SCADA. Supervisory Control and Data Acquisition.

SECO. State Energy Conservation Office.

TCEQ. Texas Commission on Environmental Quality.

TEA 2I. The Transportation Equity Act for the 21st Century.

TIF/TRZ. Tax Increment Financing or Tax Re-investment Zone.

TLETS. Texas Law Enforcement Telecommunication System.

TML. Texas Municipal League.

TMLIRP. Texas Municipal League Intergovernmental Risk Pool.

TMRS. Texas Municipal Retirement System.

TSLA. Texas State Library Association.

TWC. Texas Workforce Commission.

TWDB. Texas Water Development Board.

TXDOT. Texas Department of Transportation.

UB. Utility Billing.

UCR. Uniform Crime Report.

UDC. Unified Development Code.

WCCAC. Williamson County Children's Advocacy Center.

WCCHD. Williamson County and Cities Health District.

WILCO. Williamson County.

WWTP. Wastewater Treatment Plant.

YAC. Youth Advisory Commission.

Regular City Council
AGENDA ITEM
10.A.



To:
Subject: Consideration and possible appointments to City Boards and Commissions. (Lacie Hale, City Secretary)
Meeting:
Department: City Secretary
Staff Contact: Lacie Hale, City Secretary

BACKGROUND INFORMATION:

On July 7, 2018, the City Council approved Ordinance O-18-07-05-8B that changed the terms of service of the boards, commissions and corporation members to be realigned to match those of the council places and terms. Beginning July 1, 2019, new terms will expire on June 30, of the corresponding Council Member term. All current board and commission members have been assigned Place numbers to coincide with existing council members.

FINANCIAL IMPACT:

Not applicable.

POLICY IMPLICATIONS:

Not applicable.

RECOMMENDATION:

Not applicable.

ATTACHMENTS:

[Boards and Commissions Realignment.MASTER.08.9.2019](#)

Boards and Commissions Master
Transition

Council Member Place 1	Scott Rose	May-20
Council Member Place 2	Tom Hines	May-21
Council Member Place 3	Mike Snyder	May-22
Council Member Place 4	Peter Gordon	May-20
Council Member Place5	Patti Turner	May-21
Council Member Place 6	Tanner Rose	May-22
Mayor (Place 7)	Doug Gaul	May-22

All Boards and Commissions terms Realigned for appointment in June
Terms Run 7/1 to 6/30 unless otherwise indicated

Last update: 8/9/2019

Planning & Zoning Commission								
Meets: 1st Tuesday @ 7:00pm of each month in the City Council Chamber								
2 yr Terms Per Charter								
Liaison - Ashley Lumpkin								
					Appointed	Term Ends	Phone	Email Address
	Place 1	Davey	Robinson	Vice-Chair	September 20, 2018	June 20, 2020		
	Place 2	Randal	Clark	Commissioner	December 6, 2019	June 20, 2020		
	Place 3	Jessica	Romigh	Chair	July 3, 2019	June 30, 2021		
	Place 4	Tony	Wertz	Commissioner	July 3, 2019	June 30, 2021		
	Place 5	Richard	Hudson	Commissioner	August 2, 2018	June 20, 2020		
	Place 6	Kyle	Lovinggood	Commissioner	August 1, 2019	June 30, 2021		
	Place 7	Susanna	Boyer	Commissioner	August 1, 2019	June 30, 2021		
Parks Advisory Board								
Meets: 2nd Wednesday @ 7:00pm of each month in the City Council Chamber								
Liaison - Jeffrey White								
					Appointed	Term Ends		
	Place 1	Katie	Weiss	Member	September 20, 2018	June 30, 2020		
	Place 2	Michael	Orman	Member	September 20, 2018	June 30, 2021		
	Place 3	Patrick	Donathan	Member	July 3, 2019	June 30, 2022		
	Place 4	Liaga	Gasu	Member	June 20, 2019	June 30, 2020		
	Place 5	Dana	Lively	Member	July 3, 2019	June 30, 2021		
	Place 6	Rose	McMillin	Member	June 20, 2019	June 30, 2022		
	Place 7	Perry	Savard	Acting Chair	June 20, 2019	June 30, 2022		
Library Advisory Board								
Meets: Quarterly @ 6:00pm of each month in the City Council Chamber								
Liaison - Lisa Riggs								
					Appointed	Term Ends		
	Place 1	Christina	Garza	Member	May 16, 2019	June 30, 2020		
	Place 2	Dwight	Baker	Chair	September 20, 2018	June 30, 2021		
	Place 3	Tara	Chappell	Vice Chair	July 3, 2019	June 30, 2022		
	Place 4	Kathi	Shilling	Member	September 20, 2018	June 30, 2020		
	Place 5	Havala	Merit	Member	May 16, 2019	June 30, 2021		
	Place 6	Vacant		Member		June 30, 2022		
	Place 7	Vacant		Member		June 30, 2022		
Zoning Board of Adjustments								
Meets: 4th Wednesday @ 7:00pm of each month in the City Council Chamber								
Liaison - Ashby Grundman								
					Appointed	Term Ends		
	Place 1	Bryan	Dempsey	Member	January 17, 2019	June 30, 2020		
	Place 2	Thomas	McGowan	Member	September 20, 2018	June 30, 2021		
	Place 3	David	Meyer	Member	July 3, 2019	June 30, 2022		
	Place 4	Wendell	Teltow	Member	June 20, 2019	June 30, 2020		
	Place 5	Vacant		Member		June 30, 2021		
	Place 6	Maureen	Rooker	Member	June 20, 2019	June 30, 2022		
	Place 7	Vacant		Member		June 30, 2022		
Historic Preservation Commission								
Meets: 4th Tuesday @ 6:00pm of each month in the City Council Chamber								
Liaison - John Byrum								
					Appointed	Term Ends		
	Place 1	DeAnne	Worley	Commissioner	July 3, 2019	June 30, 2020		
	Place 2	Mary	Belton	Commissioner	August 2, 2018	June 30, 2021		
	Place 3	Curtis	Orton	Commissioner	September 20, 2018	June 30, 2022		
	Place 4	Robert	Lykins	Commissioner	September 20, 2018	June 30, 2020		
	Place 5	Vacant		Commissioner		June 30, 2021		
	Place 6	Travis	Allen	Commissioner	June 20, 2019	June 30, 2022		
	Place 7	Vacant		Commissioner		June 30, 2022		
Building and Standards Commission								
Meets: As Needed in the City Council Chamber								
Liaison - Tamera Baird								
					Appointed	Term Ends		
	Place 1	Troy	Manella	Commissioner	January 3, 2019	June 30, 2020		
	Place 2	Olinda	Ramirez	Commissioner	September 20, 2018	June 30, 2021		
	Place 3	Kendrick	Whittington	Commissioner	August 2, 2018	June 30, 2022		
	Place 4	Bryan	Dempsey	Commissioner	June 20, 2019	June 30, 2020		
	Place 5	Tom	Brown	Commissioner	September 20, 2018	June 30, 2021		
	Place 6	Maureen	Rooker	Commissioner	June 20, 2019	June 30, 2022		
	Place 7	Richard	Hudson	Commissioner	June 20, 2019	June 30, 2022		
Ethics Review Commission								
Meets: As Needed in the City Council Chamber (at least once a year)								
Liaison - Lacie Hale								
					Appointed	Term Ends		
	Place 1	Craig	Cargill	Member	September 20, 2018	June 30, 2020		
	Place 2	Lori	Brown-Duncan	Member	September 20, 2018	June 30, 2021		
	Place 3	Bill	Kohl	Member	July 11, 2019	June 30, 2022		
	Place 4	Russell	Daniel	Chair	September 20, 2018	June 30, 2020		
	Place 5	Dana	Lively	Member	September 20, 2018	June 30, 2021		
	Place 6	Vacant		Member		June 30, 2022		
	Place 7	Vacant		Member		June 30, 2022		
Economic Development Corporation								
Meets: 1st Monday @ 6:30pm of each month in the City Council Chamber								
Liaison - Tim Jordan								
					Appointed	Term Ends		
	Place 1	Nelson	Nagle	Treasurer	July 3, 2019	June 30, 2021		
	Place 2	James	Guzman	Member	June 20, 2019	June 30, 2021		
	Place 3	Dan	Thornton	Secretary	July 3, 2019	June 30, 2021		
	Place 4	Don	Carlson	Member	July 3, 2019	June 30, 2021		
	Place 5	Kevin	LaFrance	Member	July 3, 2019	June 30, 2021		
	Place 6	Henry	Gideon	Vice-Chair	June 20, 2019	June 30, 2021		
	Place 7	Steve	Harris	Chair	June 20, 2019	June 30, 2021		