



**CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
THURSDAY, AUGUST 1, 2019 AT 7:00 PM**

**CITY HALL - CITY COUNCIL CHAMBERS
500 WEST LIVE OAK STREET**

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

AMENDED 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.

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

6. **PUBLIC HEARINGS:**

- 6A. Open and conduct the first 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)
- 6B. Open and conduct the first 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)
- 6C. Open and conduct the first 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)
- 6D. Open and conduct the first 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)
- 6E. Open and conduct the first 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)
- 6F. Open and conduct the first 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)

7. **CONSENT AGENDA ITEMS:**

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

- 7A. Consideration and possible action approving the minutes of the June 19, 2019 Special City Council Meeting, June 28, 2019 Special Council Meeting, July 3, 2019 Regular Council Meeting, and July 11, 2019 Special City Council Meeting. (Lacie Hale)
- 7B. Consideration and possible action on a resolution approving the proposed Highlands North Preliminary Plat, 204.3 acres, more or less, of land, 462 residential lots, located on CR 132. (Ashley Lumpkin)
- 7C. Consideration and possible action on a resolution approving the proposed RSI Hutto Revised Preliminary Plat, 315.28 acres, more or less, of land, 1314 residential lots, located on FM 1660 North. (Ashley Lumpkin)

- 7D. Consideration and possible action on the second and final reading of an ordinance approving a specific use permit for the property located on Ed Schmidt Boulevard, Emory Farms Commercial Lots 2, 3, 4 and 5, 4.299 acres, more or less, of land, allowing a lodging establishment in the B-1 (Local Business) zoning district. (Ashley Lumpkin)

REGULAR AGENDA ITEMS

8. CITY MANAGER COMMENTS:

- 8A. Presentation of a continuous improvement strategy which provides a laser focus on the organization's goal to achieve revenue targets and operational expense saving targets through cross-functional teamwork. (Allison Hosgood)
- 8B. Budget review and discussion. (Michel Sorrell and Chief Paul Hall)
- 8C. Presentation of the City Financials for the Month of June as required by the fiscal and budgetary policy. (Michel Sorrell)
- 8D. Presentation of Certificate of Appreciation to City Employees for serving the Hutto community and residents. (Odis Jones)
- 8E. Presentation of the Government Finance Officers Association's (GFAO) Distinguished Budget Presentation Award. (Odis Jones)

9. ORDINANCES:

- 9A. Consideration and possible action on ordinance to adopt the new City Council Protocol. (Mike Shaunessy)

10. RESOLUTIONS:

- 10A. Consideration and possible action on a resolution of the City of Hutto amending the Hutto Economic Development Corporation Type A Bylaws
- 10B. Consideration and possible action on a resolution of the City of Hutto to amend the Hutto Economic Development Corporation Type B Bylaws.
- 10C. Consideration and possible action on a resolution of the City of Hutto, Texas, ('City') responding to the application of Atmos Energy corporation -Midtex Division, to increase rates under the gas reliability infrastructure program; suspending the effective date of this rate application for forty-five days; authorizing the City to continue to participate in a coalition of cities known as the 'Atmos Texas Municipalities;' determining that the meeting at which the resolution was adopted complied with the Texas Open Meetings act; making such other findings and provisions related to the subject' and declaring an effective date. (Michel Sorrell)

- 10D. Consideration and possible action on a resolution authorizing the City Manager to execute a Development Agreement related to Project Durango. (Jessica Geray)
- 10E. Resolution authorizing the City Manager to execute an Interlocal Agreement with Williamson County for the collection of Public Improvement District (PID) Assessments. (Michel Sorrell)
- 10F. Consideration and possible action on a resolution authorizing the City Manager to enter into an agreement with Excel Construction Services to perform work on the Shiloh Pumping Station to increase capacity from 2.16 million gallons per day to 3.27 million gallons per day for an amount not to exceed \$351,491.00. (Samuel Ray)
- 10G. Consideration and possible action on a resolution to authorize the City Manager to execute a Wholesale Water Services Agreement between the City of Hutto and Manville Water Supply Corporation. (Mike Shaunessy)
- 10H. Consideration and possible action on a resolution authorizing the City Manager to execute a 380 agreement with Southside Market. (Jessica Geray)
- 10I. Consideration and possible action on a resolution to adopt the Council Chambers Rental Policy. (Emily Parks)
- 10J. Resolution authorizing the City Manager to execute an engagement letter with the audit firm Whitley Penn, LLP for fiscal year 2019 audit. (Michel Sorrell)

11. **OTHER BUSINESS:**

- 11A. Consideration of and possible appointments to City Boards and Commissions. (Lacie Hale)
- 11B. Consideration of and possible appointments to Economic Development Board. (Lacie Hale)
- 11C. Consideration and possible action on the proposed Ad Valorem tax rate, including taking a record vote on the proposed tax rate, and setting dates, times, and places for a public hearing and adoption of the tax rate. (Michel Sorrell)

12. **EXECUTIVE SESSION:**

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

- 12A. Executive Session, as authorized by Texas Government Code Section 551.087, Economic Development, and Texas Government Code Section 551.071, Discussion and Consultation with Attorney, relating to Project Expansion.
- 12B. Executive Session, as authorized by Texas Government Code Section 551.071, Consultation with Attorney, to discuss potential litigation against the Attorney General.
- 12C. Executive Session, as authorized by Texas Government Code Section 551.074, regarding city attorney.

13. **ADJOURNMENT**

CERTIFICATION

I certify that this notice of the August 1, 2019 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on July 29, 2019 at 6:06 p.m.



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.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 6A.

AGENDA DATE: August 01, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Infrastructure and Development Services

ITEM:

Open and conduct the first 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)

**STRATEGIC GUIDE
POLICY:**

ITEM BACKGROUND:

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 hold a second public hearing and conduct two readings of the annexation ordinances. An annexation ordinance requires a second reading prior to final approval.

BUDGETARY AND FINANCIAL SUMMARY:

There is no financial impact.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

There are no related advisory board recommendations for this item.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

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

SUPPORTING MATERIAL:

1. [Notice Posted](#)
2. [Site Map](#)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

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.

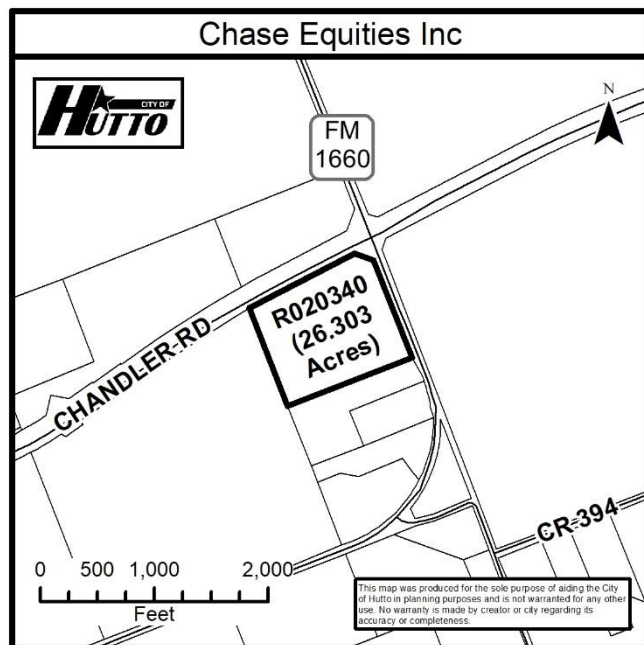
At said time and place all such persons interested shall have the right to appear and be heard. Of all said matters and things, all persons interested in the subject matter herein mentioned shall take notice.

A public hearing will be held on August 1, 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 14, 2019



Chase Equities Inc



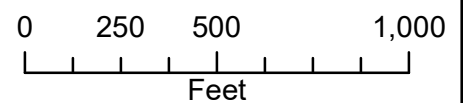
CHANDLER RD

R020340
26.303 Acres

FM
1660

CR 133

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.



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 6B.

AGENDA DATE: August 01, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Infrastructure and Development Services

ITEM:

Open and conduct the first 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)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

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 hold a second public hearing and conduct two readings of the annexation ordinances. An annexation ordinance requires a second reading prior to final approval.

BUDGETARY AND FINANCIAL SUMMARY:

There is no financial impact.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

There are no related advisory board recommendations for this item.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

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

SUPPORTING MATERIAL:

1. [Notice Posted](#)
2. [Site Map](#)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

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.

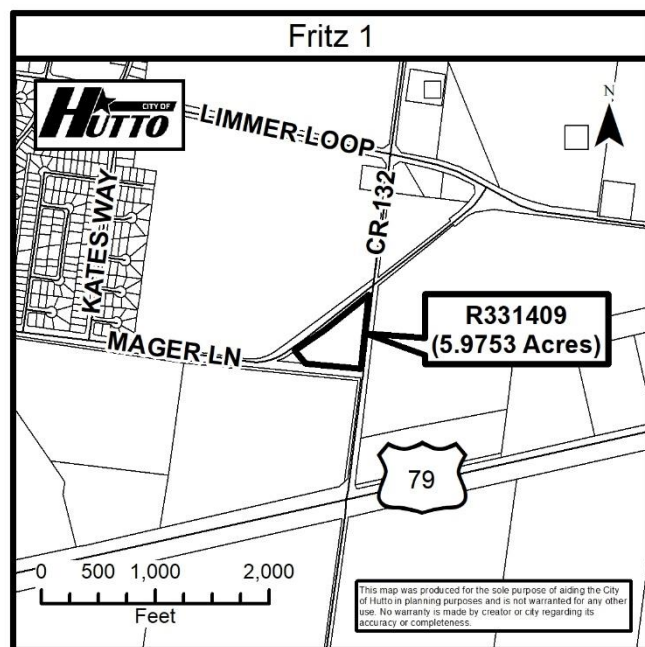
At said time and place all such persons interested shall have the right to appear and be heard. Of all said matters and things, all persons interested in the subject matter herein mentioned shall take notice.

A public hearing will be held on August 1, 2019 at 7:00 p.m.

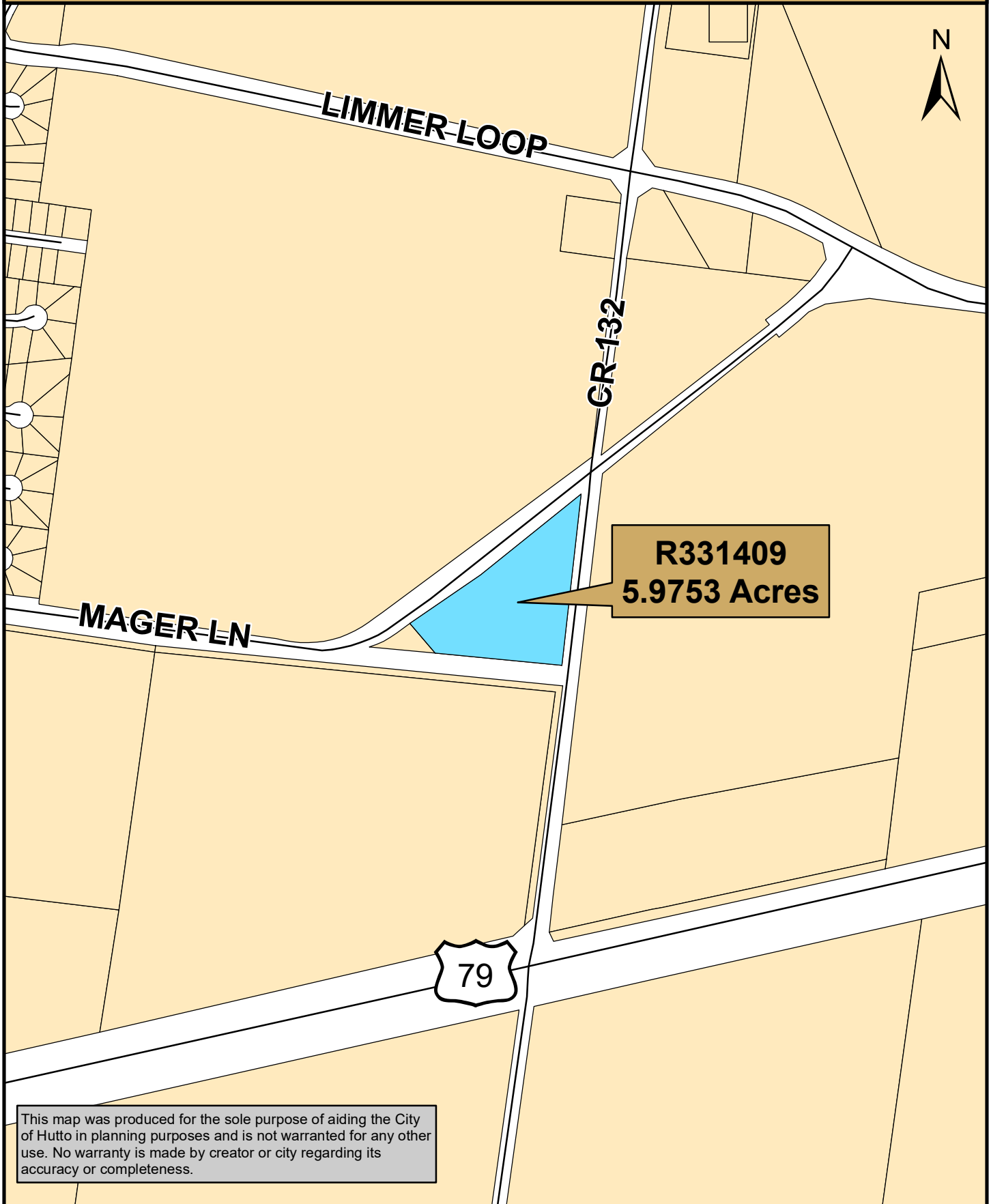
Hutto City Hall
500 W. Live Oak St., Hutto, Texas

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

Publication Date: July 14, 2019



Fritz 1



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CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 6C.

AGENDA DATE: August 01, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Infrastructure and Development Services

ITEM:

Open and conduct the first 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)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

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.

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BUDGETARY AND FINANCIAL SUMMARY:

There is no financial impact.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

There are no related advisory board recommendations for this item.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

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

SUPPORTING MATERIAL:

1. [Notice Posted](#)
2. [Site Map](#)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

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.

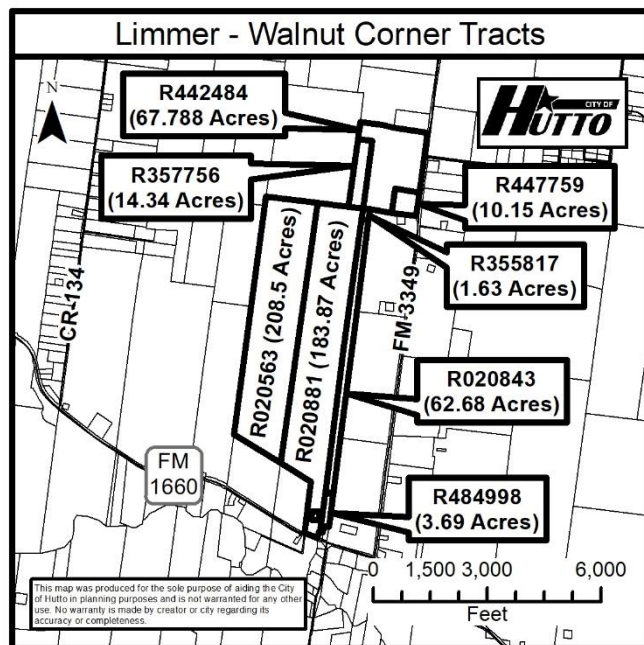
At said time and place all such persons interested shall have the right to appear and be heard. Of all said matters and things, all persons interested in the subject matter herein mentioned shall take notice.

A public hearing will be held on August 1, 2019 at 7:00 p.m.

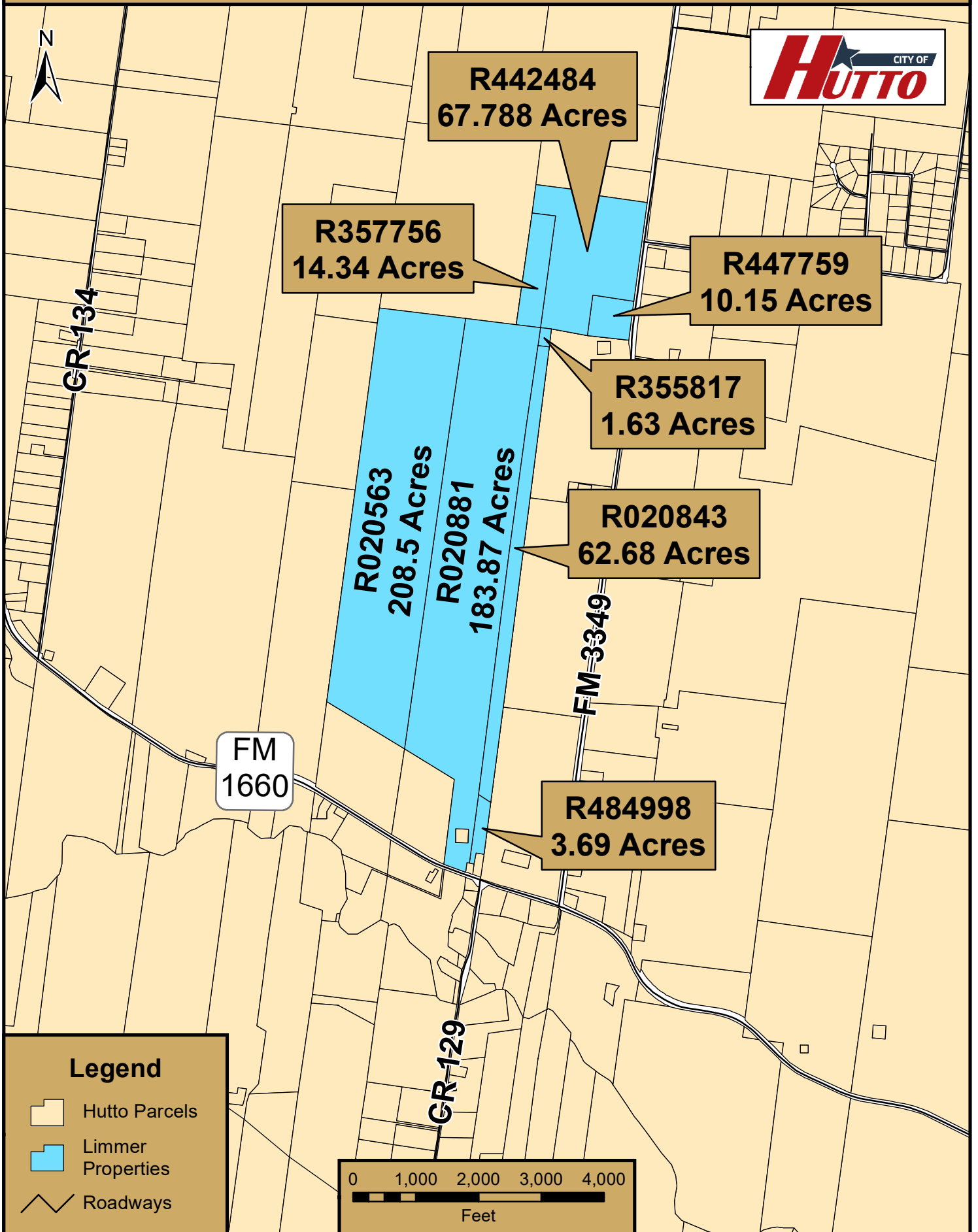
Hutto City Hall
500 W. Live Oak St., Hutto, Texas

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

Publication Date: July 14, 2019



Limmer Overall Map



Legend

- Hutto Parcels
- Limmer Properties
- Roadways

0 1,000 2,000 3,000 4,000
Feet

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 6D.

AGENDA DATE: August 01, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Infrastructure and Development Services

ITEM:

Open and conduct the first 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)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

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

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

BUDGETARY AND FINANCIAL SUMMARY:

There is no financial impact.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

There are no related advisory board recommendations for this item.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

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

SUPPORTING MATERIAL:

1. [Notice Posted](#)
2. [Site Map](#)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

PUBLIC NOTICE NOTICE OF A PUBLIC HEARING

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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.

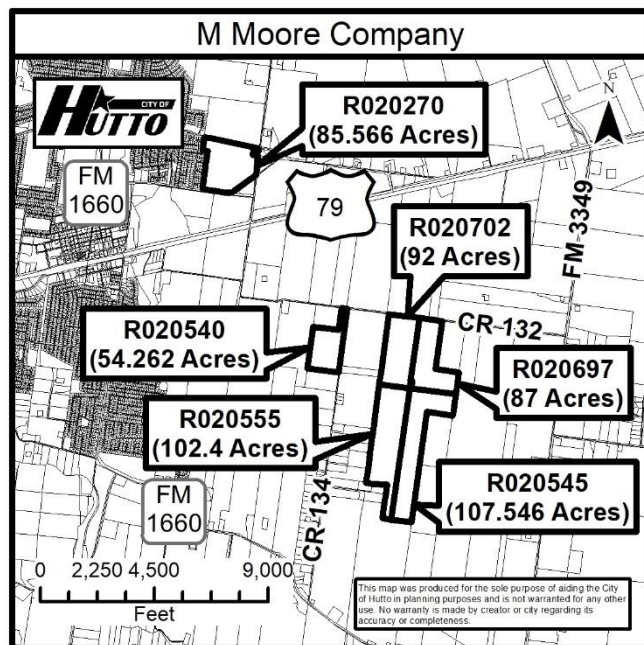
At said time and place all such persons interested shall have the right to appear and be heard. Of all said matters and things, all persons interested in the subject matter herein mentioned shall take notice.

A public hearing will be held on August 1, 2019 at 7:00 p.m.

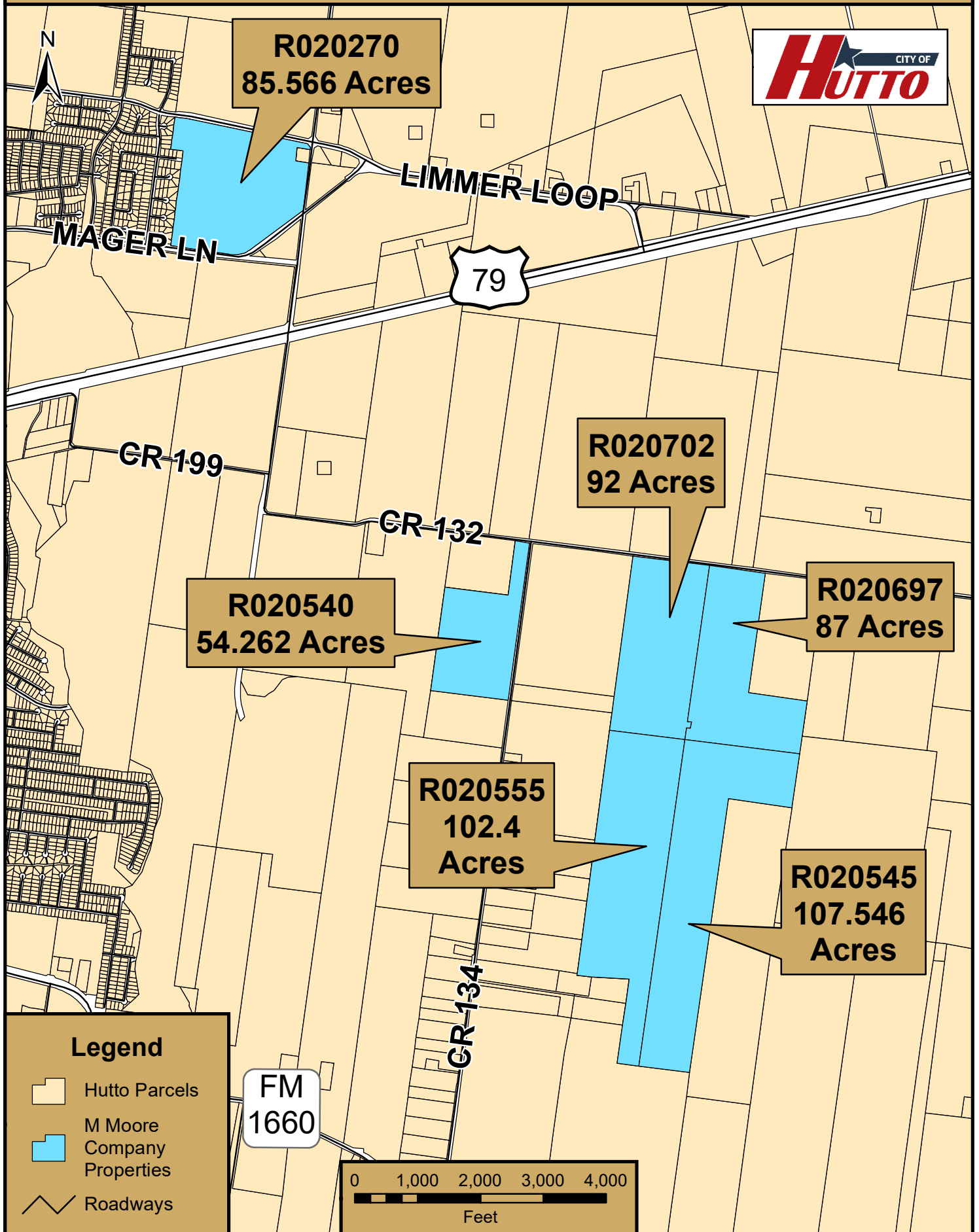
Hutto City Hall
500 W. Live Oak St., Hutto, Texas

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

Publication Date: July 14, 2019



M Moore Company Overall Map



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 6E.

AGENDA DATE: August 01, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Infrastructure and Development Services

ITEM:

Open and conduct the first 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)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

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

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

BUDGETARY AND FINANCIAL SUMMARY:

There is no financial impact.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

There are no related advisory board recommendations for this item.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

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

SUPPORTING MATERIAL:

1. [Notice Posted](#)
2. [Site Map](#)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

PUBLIC NOTICE NOTICE OF A PUBLIC HEARING

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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.

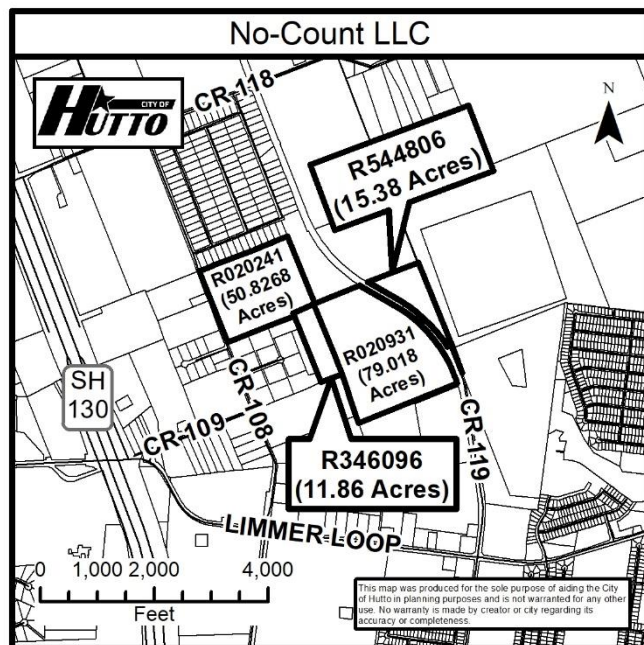
At said time and place all such persons interested shall have the right to appear and be heard. Of all said matters and things, all persons interested in the subject matter herein mentioned shall take notice.

A public hearing will be held on August 1, 2019 at 7:00 p.m.

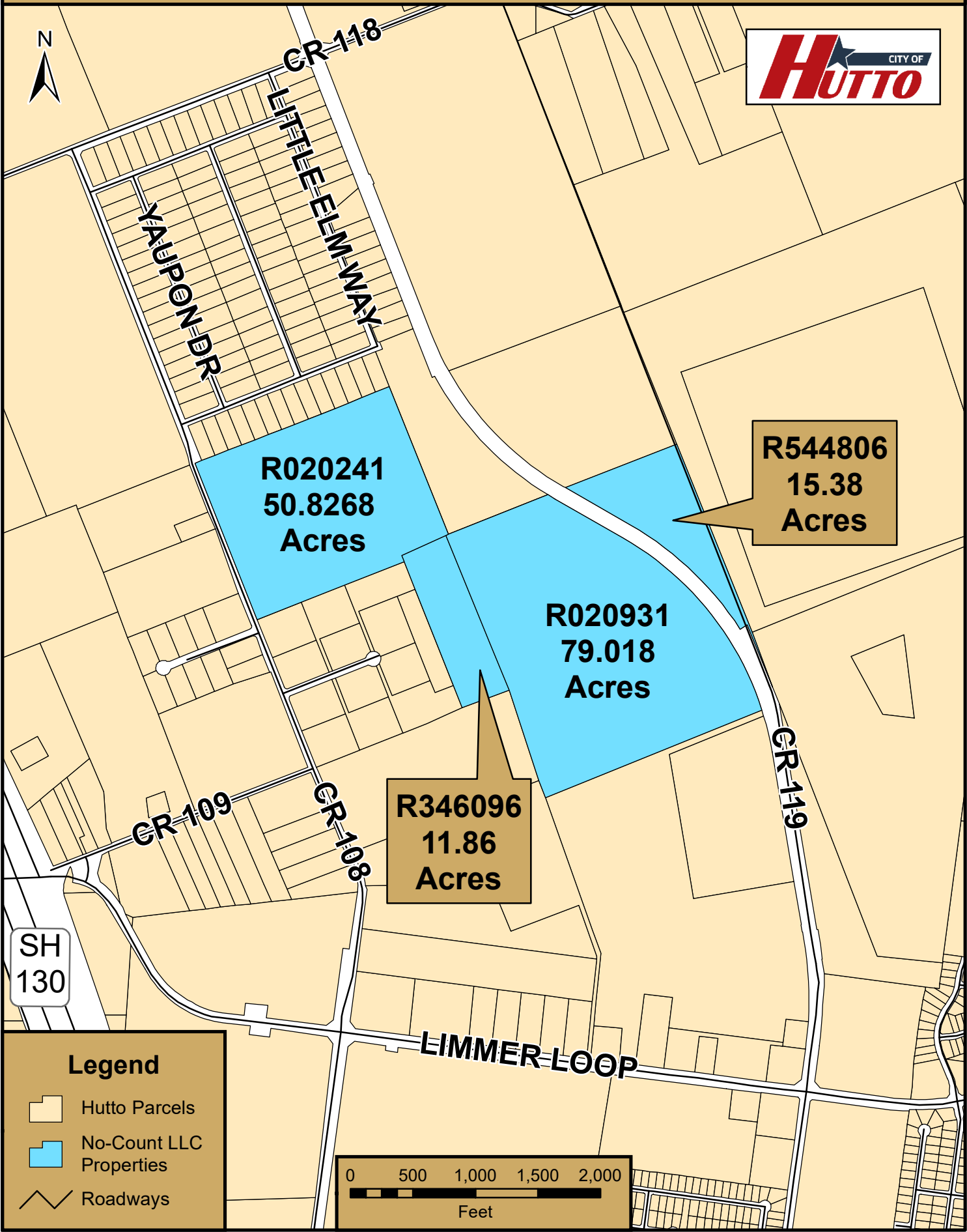
Hutto City Hall
500 W. Live Oak St., Hutto, Texas

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Publication Date: July 14, 2019



No-Count LLC Overall Map



Legend

- Hutto Parcels
- No-Count LLC Properties
- Roadways

0 500 1,000 1,500 2,000
Feet

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 6F.

AGENDA DATE: August 01, 2019

PRESENTED BY:

Ashley Lumpkin, AICP, Executive Director of Infrastructure and Development Services

ITEM:

Open and conduct the first 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)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

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BUDGETARY AND FINANCIAL SUMMARY:

There is no financial impact.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

There are no related advisory board recommendations for this item.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

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

SUPPORTING MATERIAL:

1. [Notice Posted](#)
2. [Site Map](#)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget

Fiscal and Budgetary Comments:

Fiscal Review Signature:

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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.

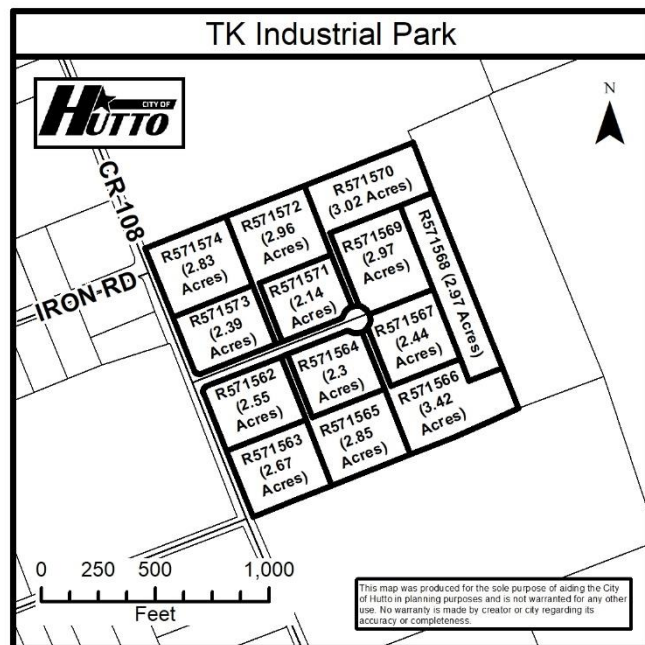
At said time and place all such persons interested shall have the right to appear and be heard. Of all said matters and things, all persons interested in the subject matter herein mentioned shall take notice.

A public hearing will be held on
August 1, 2019 at 7:00 p.m.

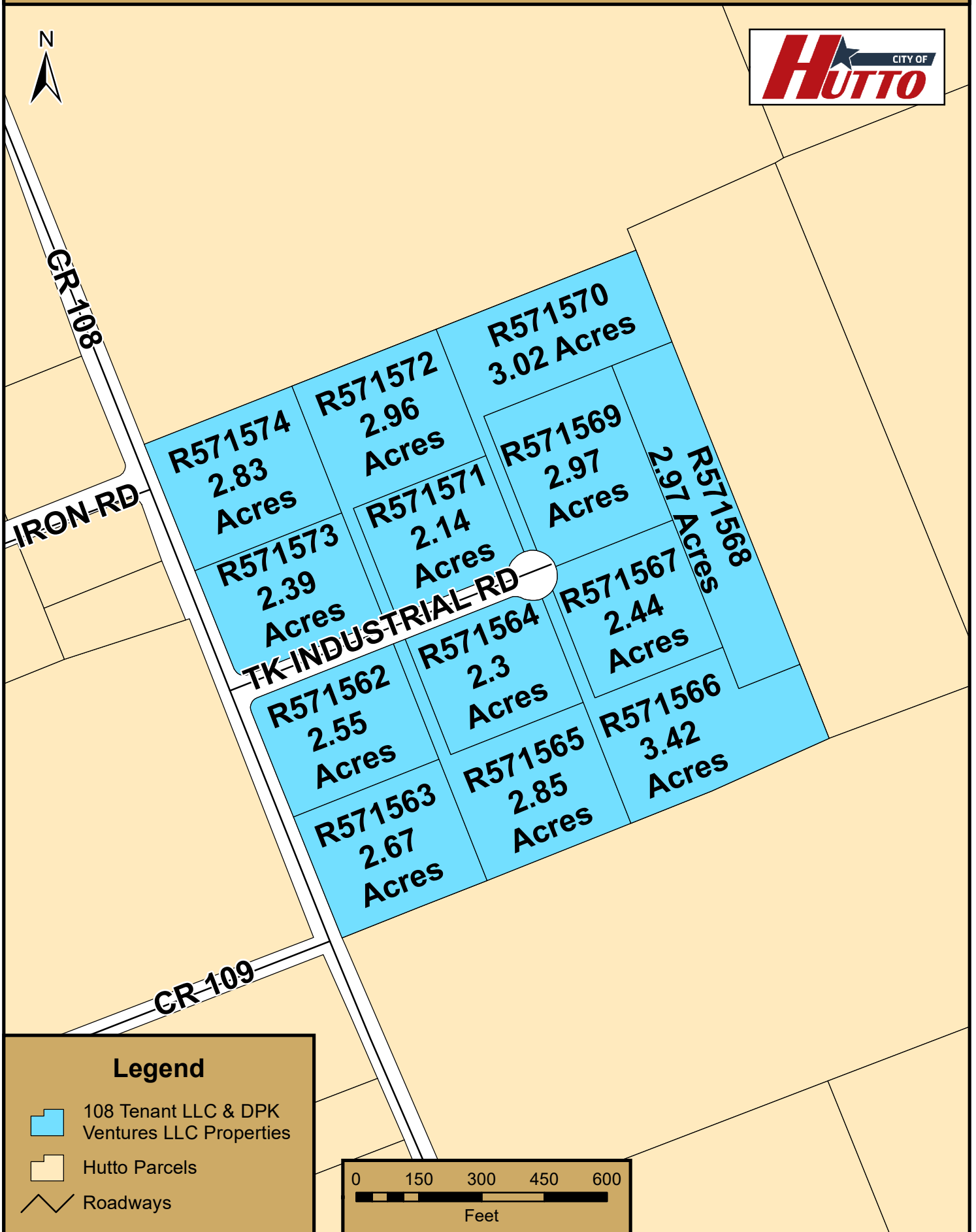
Hutto City Hall
500 W. Live Oak St., Hutto, Texas

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

Publication Date: July 14, 2019



108 Tenant LLC & DPK Ventures LLC Overall Map



**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 7A.

AGENDA DATE: August 01, 2019

PRESENTED BY: Emily Parks

ITEM:

Consideration and possible action approving the minutes of the June 19, 2019 Special City Council Meeting, June 28, 2019 Special Council Meeting, July 3, 2019 Regular Council Meeting, and July 11, 2019 Special City Council Meeting. (Lacie Hale)

**STRATEGIC GUIDE
POLICY:**

Quality of Life & Services

ITEM BACKGROUND:

Meeting minutes have been prepared and are presented for Council approval for the June 19, 2019 Special City Council Meeting, June 28, 2019 Special Council Meeting, July 3, 2019 Regular Council Meeting, and July 11, 2019 Special City Council Meeting.

BUDGETARY AND FINANCIAL SUMMARY:

No budgetary or financial impact.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

No recommendations from Advisory Boards.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends approval.

SUPPORTING MATERIAL:

There are no supporting documents.

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 7B.

AGENDA DATE: August 01, 2019

PRESENTED BY: Ashley Lumpkin, AICP, Executive Director, Infrastructure and Development Services

ITEM:

Consideration and possible action on a resolution approving the proposed Highlands North Preliminary Plat, 204.3 acres, more or less, of land, 462 residential lots, located on CR 132. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

Summary of Request

The Highlands North Preliminary Plat is the northeastern extension of the Hutto Highlands Subdivision. This Plat contains 462 single-family residential lots, and a total of 204.298 acres.

The proposed subdivision contains 4 sections, and includes the northern extension of the CR 132/CR133 realignment. There are a proposed 103 lots in Section 1, 99 lots in Section 2, 132 lots in Section 3 and 126 lots in Section 4. Section 1 also includes a large detention area that will address the major drainage issues in the area.

WEST: Hutto Highlands

NORTH: Farmland

EAST: Farmland

SOUTH: Hutto Highlands and Farmland
Utilities

Water and wastewater will be provided by Jonah SUD.

BUDGETARY AND FINANCIAL SUMMARY:

There is no financial impact.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

The Planning and Zoning Commission recommended approval to City Council on July 9, 2019.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

- ## 1. Resolution - Highlands North Preliminary Plat

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

A RESOLUTION APPROVING THE PLAT KNOWN AS "HIGHLANDS NORTH 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 "Highlands North Preliminary Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the 1st day of the month **August, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0510E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED IN THE EDWARDS RECHARGE ZONE.

Israel Ramirez 7.3.2019
ISRAEL RAMIREZ DATE
LICENSED PROFESSIONAL ENGINEER NO. 114495
STATE OF TEXAS



SURVEYOR'S CERTIFICATION

I, STEPHEN R. LAWRENCE, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

Stephen R. Lawrence 7/3/2019
STEPHEN R. LAWRENCE DATE
R.P.L.S. NO. 6352
STATE OF TEXAS



SHEET INDEX

1. PRELIMINARY 1 OF 4
2. PRELIMINARY 2 OF 4
3. PRELIMINARY 3 OF 4
4. PRELIMINARY 4 OF 4
5. WATER & WASTEWATER LAYOUT 1 OF 3
6. WATER & WASTEWATER LAYOUT 2 OF 3
7. WATER & WASTEWATER LAYOUT 3 OF 3
8. DRAINAGE LAYOUT 1 OF 3
9. DRAINAGE LAYOUT 2 OF 3
10. DRAINAGE LAYOUT 3 OF 3

SECTION 1 = 103 SF LOTS
SECTION 2 = 99 SF LOTS
SECTION 3 = 134 SF LOTS
SECTION 4 = 126 SF LOTS

SITE DATA:

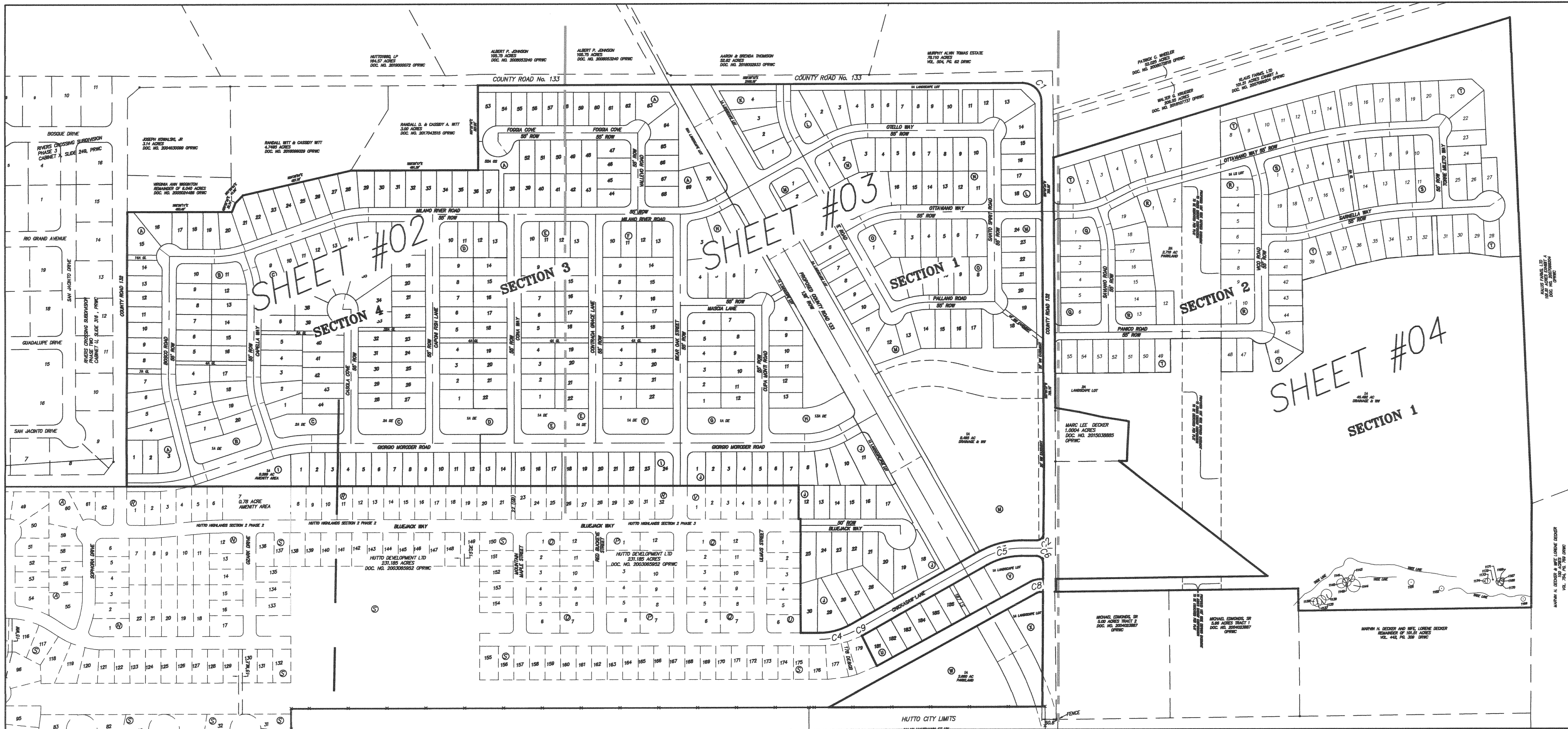
RESIDENTIAL SINGLE FAMILY LOTS BLOCKS	462 24
TOTAL AREA	204.298 ACRES
USE	ACRES
SINGLE FAMILY LOTS	96.042
DRAINAGE & WW	53.987
DRAINAGE	4.753
LANDSCAPE	5.587
RIGHT-OF-WAY	36.677
OPEN SPACE	0.365
GREENLINKS	0.940
AMENITY AREA	0.569
PARKLAND	5.378

OWNER:

HUTTO DEVELOPMENT LTD
4720-4 ROCKCLIFF ROAD
AUSTIN, TX 78746

LOCATION MAP
SCALE: 1" = 2000'

OVERALL SHEET LAYOUT MAP



LEGAL DESCRIPTION

204.298 ACRES

THAT PART OF THE JOSIAS B. BEALLE SURVEY, ABSTRACT NO. 97 AND THE PATRICK O. DAUGHERTY SURVEY, ABSTRACT NO. 184 IN WILLIAMSON COUNTY, TEXAS, AND BEING COMPRISED OF FOUR PARTS: A 121.976 ACRE TRACT OF LAND, BEING CERTAIN 113.71 ACRE TRACT OF LAND CONVEYED TO HUTTO DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT NO. 2018025432 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRW); AND A PART OF THAT 231.185 ACRE TRACT OF LAND CONVEYED TO HUTTO DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT NO. 2003065952, OPRAW; A 2.226 ACRE TRACT OF LAND, BEING A PART OF SAID 231.185 ACRE TRACT; A 4.284 ACRE TRACT OF LAND, BEING A PART OF SAID 231.185 ACRE TRACT; AND, A 75.812 ACRE TRACT OF LAND, BEING A PART OF THAT REMAINDER OF A 101.51 ACRE TRACT OF LAND CONVEYED TO MARVIN H. DECKER AND WIFE, LORENE DECKER BY DEED RECORDED IN VOLUME 442, PAGE 309 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (DRWC); MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART 1 - 121.976 ACRES

BEGIN AT A 1/2" IRON ROD FOUND ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 132 (VARIABLE WIDTH RIGHT-OF-WAY) MONUMENTING THE SOUTHEAST CORNER OF THE ABOVE REFERENCED 113.71 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 231.185 ACRE TRACT;

THENCE ALONG SAID COUNTY ROAD 132, S07°56'59"W A DISTANCE OF 188.90 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE ACROSS SAID 231.185 ACRE TRACT, THE FOLLOWING NINE COURSES:

1. SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 39.27 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING S52°56'59"W, 35.36 FEET TO A 1/2" IRON ROD SET;
2. N82°03'01"W A DISTANCE OF 57.94 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;
3. WESTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 172.32 FEET, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 29°53'07", AND A CHORD BEARING S82°59'26"W, 170.37 FEET TO A 1/2" IRON ROD SET;
4. S68°01'53"W A DISTANCE OF 575.20 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
5. WESTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 121.75 FEET, HAVING A RADIUS OF 236.44 FEET, A CENTRAL ANGLE OF 29°30'10", AND A CHORD BEARING S82°46'58"W, 120.41 FEET TO A 1/2" IRON ROD SET;
6. N82°27'57"W A DISTANCE OF 73.47 FEET TO A 1/2" IRON ROD SET;
7. N07°32'03"E A DISTANCE OF 440.00 FEET TO A 1/2" IRON ROD SET;
8. N82°27'57"W A DISTANCE OF 7.50 FEET TO A 1/2" IRON ROD SET;
9. N07°32'03"E A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD SET ON THE SOUTH LINE OF SAID 113.71 ACRE TRACT;

THENCE N82°27'57"W A DISTANCE OF 2596.35 FEET TO A 1/2" IRON ROD FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 132 AT THE SOUTHWEST CORNER OF SAID 113.71 ACRE TRACT;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 132, N07°43'03"E A DISTANCE OF 1080.93 FEET TO A 1/2" IRON ROD SET AT THE SOUTHWEST CORNER OF A 6.040 ACRE TRACT CONVEYED TO VIRGINIA ANN WIGGINTON BY DEED RECORDED IN DOCUMENT NO. 2005024486, OPRAW;

THENCE ALONG THE SOUTH LINE OF SAID 6.040 ACRE TRACT, THE SOUTH LINE OF A 4.7495 ACRE TRACT CONVEYED TO RANDALL WITT AND CASSIDY WITT BY DEED RECORDED IN DOCUMENT NO. 2018086029, OPRAW, AND THE SOUTH AND EAST LINES OF A 3.00 ACRE TRACT CONVEYED TO RANDALL D. WITT AND CASSIDY A. WITT BY DEED RECORDED IN DOCUMENT NO. 2017043515, OPRAW, THE FOLLOWING SIX COURSES:

1. S82°26'11"E A DISTANCE OF 403.49 FEET TO THE CENTER OF A TREATED FENCE POST;
2. N28°52'18"E A DISTANCE OF 36.74 FEET TO A 1/2" IRON ROD FOUND;
3. N51°50'44"E A DISTANCE OF 41.96 FEET TO A 1/2" IRON ROD FOUND;
4. N84°36'54"E A DISTANCE OF 427.19 FEET TO A 1/2" IRON ROD FOUND AT THE COMMON SOUTH CORNER OF SAID 6.040 ACRE TRACT AND SAID 3.00 ACRE TRACT;
5. S82°35'17"E A DISTANCE OF 491.39 FEET TO A 1/2" IRON ROD FOUND;
6. N07°22'10"E A DISTANCE OF 327.93 FEET TO A 1/2" IRON ROD FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 132 MONUMENTING THE NORTHWEST CORNER OF SAID 51.34 ACRE TRACT;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 132, S82°38'12"E A DISTANCE OF 2106.19 FEET TO A 1/2" IRON ROD FOUND AT A POINT ON A NON-TANGENT CURVE TO THE RIGHT;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A LENGTH OF 115.05 FEET, HAVING A RADIUS OF 71.10 FEET, A CENTRAL ANGLE OF 92°42'57" AND A CHORD WHICH BEARS S36°10'20"E A DISTANCE OF 102.91 FEET TO A 1/2" IRON ROD FOUND;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 132, S07°07'34"W A DISTANCE OF 752.26 FEET TO A 1/2" IRON ROD SET;

THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 132, S07°09'37"W A DISTANCE OF 729.10 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 121.976 ACRES, MORE OR LESS.

PART 2 - 2.226 ACRES

COMMENCE AT A 1/2" IRON ROD FOUND ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 132 (VARIABLE WIDTH RIGHT-OF-WAY) MONUMENTING THE NORTHEAST CORNER OF THE ABOVE REFERENCED 231.185 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A 113.71 ACRE TRACT OF LAND CONVEYED TO HUTTO DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT NUMBER 2018025432, OPRAW;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 132, S07°56'59"W A DISTANCE OF 298.90 FEET TO A 1/2" IRON ROD SET FOR THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 132, S07°56'59"W A DISTANCE OF 64.36 FEET TO A 1/2" IRON ROD SET;

THENCE ACROSS SAID 231.185 ACRE TRACT, THE FOLLOWING NINE COURSES:

1. N83°09'25"W A DISTANCE OF 13.01 FEET TO A 1/2" IRON ROD SET ON A NON-TANGENT CURVE TO THE LEFT;
2. WESTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 36.69 FEET, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 28°01'36", AND A CHORD BEARING S82°49'49"W, 36.32 FEET TO A 1/2" IRON ROD SET;
3. S68°49'01"W A DISTANCE OF 678.17 FEET TO A 1/2" IRON ROD SET;
4. N19°01'18"W A DISTANCE OF 130.61 FEET TO A 1/2" IRON ROD SET ON A NON-TANGENT CURVE TO THE LEFT;
5. EASTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 18.70 FEET, HAVING A RADIUS OF 363.56 FEET, A CENTRAL ANGLE OF 02°56'49", AND A CHORD BEARING N68°30'17"E, 18.70 FEET TO A 1/2" IRON ROD SET;
6. N68°01'53"E A DISTANCE OF 537.22 FEET TO 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
7. EASTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 140.99 FEET, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 29°55'07", AND A CHORD BEARING N82°59'26"E, 139.39 FEET TO A 1/2" IRON ROD SET;
8. S82°03'01"E A DISTANCE OF 57.94 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
9. THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 39.27 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING S37°03'01"E, 35.36 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 2.226 ACRES, MORE OR LESS.

PART 3 - 4.284 ACRES

COMMENCE AT A 1/2" IRON ROD FOUND ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 132 (VARIABLE WIDTH RIGHT-OF-WAY) MONUMENTING THE NORTHEAST CORNER OF THE ABOVE REFERENCED 231.185 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A 113.71 ACRE TRACT OF LAND CONVEYED TO HUTTO DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT NUMBER 2018025432, OPRAW;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 132, S07°56'59"W A DISTANCE OF 413.27 FEET TO A 1/2" IRON ROD SET FOR THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 132, S07°56'59"W A DISTANCE OF 442.54 FEET TO A 1/2" IRON ROD SET MONUMENTING THE SOUTHWEST CORNER OF SAID 231.185 ACRE TRACT AND THE NORTHEAST CORNER OF A 16.94 ACRE TRACT CONVEYED TO ALLAN HAUSMANN AND WIFE, PORTIA HAUSMANN BY DEED RECORDED IN VOLUME 1558, PAGE 388, DRWC;

THENCE ALONG THE NORTH LINE OF SAID 16.94 ACRE TRACT, N82°35'07"W A DISTANCE OF 825.52 FEET TO A 1/2" IRON ROD SET;

THENCE ACROSS SAID 231.185 ACRE TRACT, THE FOLLOWING THREE COURSES:

1. N68°49'01"E A DISTANCE OF 917.88 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
2. EASTERLY, ALONG THE ARC OF SAID CURVE A LENGTH OF 12.23 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 28°01'34", AND A CHORD BEARING N82°49'48"E, 12.11 FEET TO A 1/2" IRON ROD SET;
3. S83°09'25"E A DISTANCE OF 12.04 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 4.284 ACRES, MORE OR LESS.

PART 4 - 75.812 ACRES

BEGIN AT A 1/2" IRON ROD SET ON THE EAST LINE OF COUNTY ROAD 132 AT THE NORTHWEST CORNER OF SAID DECKER 101.51 ACRE TRACT, BEING ALSO AT THE MOST WESTERLY SOUTHWEST CORNER OF A 101.51 ACRE TRACT (EXHIBIT A) CONVEYED TO KLAUS FARMS, LTD BY DEED RECORDED IN DOCUMENT NO. 2007089204, OPRAW, FROM WHICH A 1/2" IRON ROD WITH CAP MARKED RPLS 4967 BEARS, N07°06'04"E ALONG THE EAST LINE OF SAID COUNTY ROAD 132 AND THE WEST LINE OF SAID KLAUS FARMS, LTD TRACT A DISTANCE OF 135.00 FEET;

THENCE ALONG THE NORTH AND EAST LINE OF SAID DECKER 101.51 ACRE TRACT AND ALONG THE WESTERLY LINES OF SAID KLAUS FARMS, LTD 101.51 ACRE TRACT THE FOLLOWING TWO COURSES:

1. N80°30'26"E A DISTANCE OF 1843.61 FEET TO A CHANNEL IRON MARKER FOUND;
2. S04°54'54"W A DISTANCE OF 1883.49 FEET TO A 5/8" IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID KLAUS FARMS, LTD 101.51 ACRE TRACT, BEING ALSO AT THE NORTHWEST CORNER OF A 100 ACRE TRACT OF LAND CONVEYED TO MARVIN H. DECKER AND WIFE, LORENE DECKER BY DEED RECORDED IN VOLUME 754, PAGE 769, DRWC AND ON AN EASTERLY ANGLE POINT OF SAID DECKER 101.51 ACRE TRACT;

THENCE S07°49'18"W ALONG THE EAST LINE OF SAID DECKER 101.51 ACRE TRACT AND THE WEST LINE OF SAID 100 ACRE TRACT A DISTANCE OF 401.65 FEET TO A 1/2" IRON ROD SET;

THENCE N83°09'13"W ACROSS SAID DECKER 101.51 ACRE TRACT A DISTANCE OF 898.52 FEET TO A 1/2" IRON ROD SET ON THE EAST LINE OF A 5.66 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO MICHAEL EDMONDS, SR., BY DEED RECORDED IN DOCUMENT NO. 2004023887, OPRAW;

THENCE ALONG THE EAST AND NORTH LINES OF SAID 5.66 ACRE TRACT, THE NORTH LINE OF A 5.00 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO MICHAEL EDMONDS, SR., BY DEED RECORDED IN DOCUMENT NO. 2004023887, OPRAW AND CONTINUING ACROSS SAID DECKER 101.51 ACRE TRACT THE FOLLOWING THREE COURSES:

1. N06°50'47"E A DISTANCE OF 85.50 FEET TO A 1/2" IRON ROD WITH CAP MARKED RPLS 4967 AT THE NORTHEAST CORNER OF SAID 5.66 ACRE TRACT;
2. N83°08'53"W A DISTANCE OF 499.91 FEET TO A 1/2" IRON ROD WITH CAP MARKED RPLS 4967 FOUND AT THE NORTHWEST CORNER OF SAID 5.66 ACRE TRACT AND THE NORTHEAST CORNER OF SAID 5.00 ACRE TRACT;
3. N83°09'52"W A DISTANCE OF 437.45 FEET TO A 1/2" IRON ROD SET ON THE WEST LINE OF SAID 101.51 ACRE TRACT AND THE EAST LINE OF SAID COUNTY ROAD 132, FROM WHICH A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 5.00 ACRE TRACT BEARS, N83°09'52"W A DISTANCE OF 4.07 FEET;

THENCE N07°18'53"E ALONG THE WEST LINE OF SAID DECKER 101.51 ACRE TRACT AND THE EAST LINE OF SAID COUNTY ROAD 132 A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET;

THENCE CONTINUING ACROSS SAID DECKER 101.51 ACRE TRACT THE FOLLOWING NINE COURSES:

1. S83°08'52"E A DISTANCE OF 437.04 FEET TO A 1/2" IRON ROD SET;
2. S83°08'53"E A DISTANCE OF 381.88 FEET TO A 1/2" IRON ROD SET;
3. N44°43'30"W A DISTANCE OF 726.71 FEET TO A 1/2" IRON ROD SET AT THE SOUTHEAST CORNER OF A 1.0004 ACRE TRACT OF LAND CONVEYED TO MARC DECKER BY DEED RECORDED IN DOCUMENT NO. 2015038885, OPRAW;
4. S82°51'07"E A DISTANCE OF 30.05 FEET TO A 1/2" IRON ROD SET;
5. N10°22'21"E A DISTANCE OF 153.05 FEET TO A 1/2" IRON ROD SET;
6. N65°41'31"W A DISTANCE OF 10.30 FEET TO A 1/2" IRON ROD SET;
7. N73°23'22"W A DISTANCE OF 92.44 FEET TO A 1/2" IRON ROD SET;
8. N07°08'30"W A DISTANCE OF 91.15 FEET TO A 1/2" IRON ROD SET;
9. N72°34'11"W A DISTANCE OF 95.60 FEET TO A 1/2" IRON ROD SET ON THE EAST LINE OF SAID COUNTY ROAD 132 AND THE WEST LINE OF SAID 101.51 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND IN A DRIVEWAY, APPROXIMATELY 1.7 FEET DEEP AT THE NORTHWEST CORNER OF SAID 1.0004 ACRE TRACT BEARS, S07°08'04"W ALONG THE EAST LINE OF SAID COUNTY ROAD 132 AND THE WEST LINE OF SAID DECKER 101.51 ACRE TRACT A DISTANCE OF 11.18 FEET;

THENCE N07°06'04"E ALONG THE EAST LINE OF SAID COUNTY ROAD 132 AND THE WEST LINE OF SAID DECKER 101.51 ACRE TRACT A DISTANCE OF 968.72 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 75.812 ACRES, MORE OR LESS.

ALL IRON RODS SET HAVE RJ SURVEYING CAPS
BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83

Received 7/10/19

PRELIMINARY PLAN FOR
"HIGHLANDS NORTH"

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664

F-10015400
(512) 836-4793 FAX: (512) 836-4817

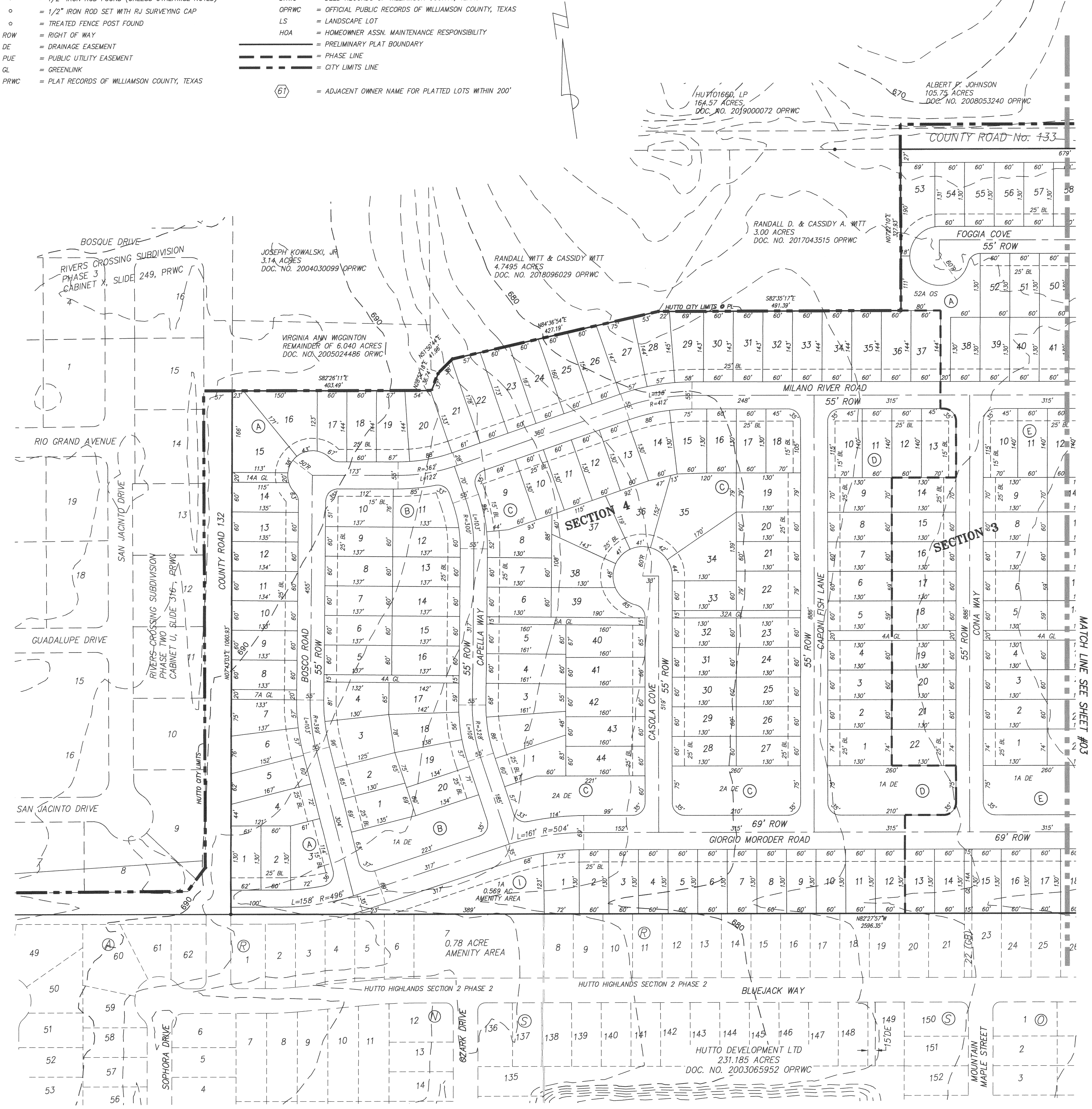
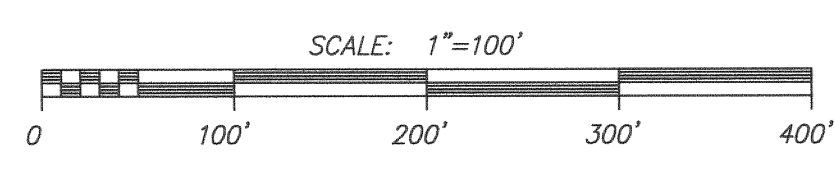
DATE: 04/26/2019
FIELD BOOK:

SCALE: N.T.S.
JOB NO.: 2691

SHEET 1 OF 10 SHEETS

LEGEND:
• = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○ = 1/2" IRON ROD SET WITH RJ SURVEYING CAP
○ = TREATED FENCE POST FOUND
ROW = RIGHT OF WAY
DE = DRAINAGE EASEMENT
PUE = PUBLIC UTILITY EASEMENT
GL = GREENLINK
PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
LS = LANDSCAPE LOT
HOA = HOMEOWNER ASSN. MAINTENANCE RESPONSIBILITY
= PRELIMINARY PLAT BOUNDARY
= PHASE LINE
= CITY LIMITS LINE
= ADJACENT OWNER NAME FOR PLATTED LOTS WITHIN 200'



LOT AREA TABLE
(SQUARE FEET OR ACRES)

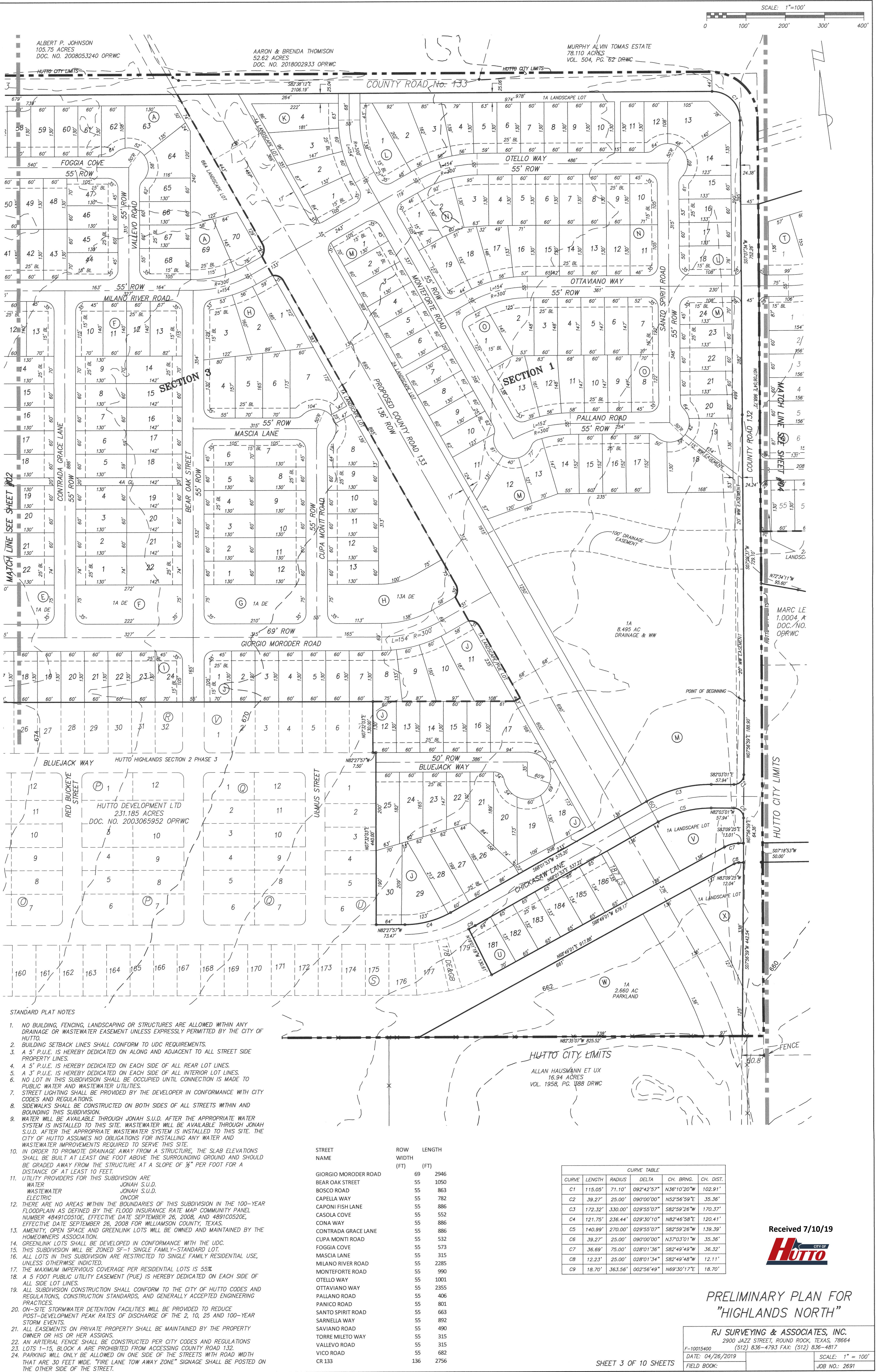
A1 7,936	A52A 15,895 (OS)	C8 8,670	D14 9,100	F17 8,516	I14A 1,950 (GL)	L3 10,223	N11 9,071	S1 9,465	T32 9,037
A2 7,796	A53 10,885	C9 12,157	D15 7,800	F18 8,516	I15 7,800	L4 8,949	N12 7,800	S2 7,781	T33 9,838
A3 10,082	A54 7,800	C10 7,800	D16 7,800	F19 8,516	I16 7,800	L5 7,932	N13 7,800	S3 8,026	T34 9,741
A4 10,896	A55 7,800	C11 7,800	D17 7,800	F20 8,516	I17 7,800	L6 7,800	N14 7,800	S4 8,036	T35 9,731
A5 9,558	A56 7,800	C12 7,800	D18 7,800	F21 8,516	I18 7,800	L7 7,800	N15 7,800	S5 8,036	T36 9,730
A6 9,436	A57 7,800	C13 7,800	D19 7,800	F22 10,441	I19 7,800	L8 7,800	N16 8,398	S6 8,107	T37 9,101
A7 8,778	A58 7,800	C14 9,699	D20 7,800	G1 7,800	I20 7,800	L9 7,800	N17 9,378	S7 8,029	T38 9,000
A8 7,970	A59 7,800	C15 8,831	D21 7,800	G2 7,800	I21 7,800	L10 7,800	N18 10,374	S8 7,905	T39 11,218
A9 7,993	A60 7,800	C16 7,800	D22 9,563	G3 7,800	I22 7,800	L11 7,800	N19 11,027	S9 7,800	T40 10,082
A10 8,017	A61 7,800	C17 7,800	E1 9,563	G4 7,800	I23 7,800	L12 7,122	O1 11,117	S10 9,280	T41 7,800
A11 8,040	A62 7,325	C18 9,966	E1A 25,732 (DE)	G5 7,800	I24 8,974	L13 14,237	O2 13,110	S11 9,280	T42 7,800
A12 8,063	A63 13,955	C19 10,292	E2 7,800	G6 8,966	J1 8,966	L14 11,206	O3 8,862	S12 10,079	T43 7,800
A13 8,087	A64 11,704	C20 7,800	E3 7,800	G7 8,966	J2 7,800	L15 7,911	O4 8,847	S13 10,418	T44 7,970
A14 7,763	A65 7,667	C21 7,800	E4 7,800	G8 7,800	J3 7,800	L16 7,980	O5 8,832	S14 10,437	T45 9,888
A14A 2,271 (GL)	A66 7,800	C22 10,321	E4A 5,200 (GL)	G9 7,800	J4 7,800	L17 7,980	O6 8,616	S15 9,906	T46 10,641
A15 14,154	A66A 42,455 (LS)	C23 7,800	E5 7,800	G10 7,800	J5 7,800	L18 8,979	O7 11,159	S16 8,981	T47 8,011
A16 12,327	A67 7,800	C24 7,800	E6 7,800	G11 7,800	J6 7,800	M1 8,962	O8 10,143	S17 9,106	T48 7,865
A17 8,174	A68 10,266	C25 7,800	E7 7,800	G12 7,800	J7 7,800	M1A 370,049 (DE & WW)	O9 8,809	S18 9,835	T49 7,800
A18 8,649	A69 12,571	C26 7,800	E8 7,800	G13 7,800	J8 8,851	M2 7,800	O10 8,809	S19 9,837	T50 7,800
A19 8,987	A70 9,689	C27 7,800	E9 9,100	G14 25,732 (DE)	J9 10,189	M3 7,800	O11 9,303	S20 9,837	T51 7,800
A20 9,674	B1 9,175	C28 7,800	E10 9,666	G15 7,800	J10 12,518	M4 7,800	O12 10,525	S21 9,837	T52 7,800
A21 9,586	B1A 22,125 (DE)	C29 7,800	E11 8,400	G16 7,800	J11 17,925	M5 7,800	O13 13,358	S22 7,781	T53 7,800
A22 10,594	B2 8,294	C30 7,800	E12 8,400	G17 7,800	J12 7,800	M6 7,800	Q1 12,621	S23 8,026	T54 7,800
A23 10,204	B3 11,231	C31 7,800	E13 9,666	G18 7,800	J13 7,800	M7 7,800	Q1A 10,191 (LS)	S24 8,036	T55 7,800
A24 9,810	B4 9,513	C32 7,800	E14 9,100	G19 7,800	J14 7,800	M8 7,800	Q2 9,331	S25 8,036	U181 8,754
A25 9,416	BA4 4,102 (GL)	C33 7,800	E15 7,800	G20 7,800	J15 7,800	M9 7,800	Q3 9,358	S26 8,036	U182 8,539
A26 9,023	B5 8,204	C34 12,440	E16 7,800	G21 7,800	J16 7,800	M10 7,992	Q4 9,358	S27 8,029	U183 8,597
A27 9,533	B6 8,204	C35 19,939	E17 7,800	G22 7,800	J17 12,995	M11 10,353	Q5 9,358	S28 7,905	U184 8,655
A28 9,598	B7 8,204	C36 11,267	E18 7,800	G23 7,800	J18 10,615	M12 13,615	Q6 13,473	S29 7,800	U185 8,713
A29 9,135	B8 8,204	C37 12,678	E19 7,800	G24 7,800	J19 11,780	M13 9,407	R1 11,010	S30 7,800	U186 8,771
A30 8,590	B9 8,204	C38 9,984	E20 7,800	G25 7,800	J20 11,352	M14 11,268	R1A 4,952 (LS)	S31 9,465	U187 2,203 (LS)
A31 8,597	B10 10,367	C39 9,793	E21 7,800	G26 7,800	J21 9,579	M15 9,091	R2 12,272	S32 7,781	V1A 24,067 (LS)
A32 8,605	B11 9,904	C40 10,569	E22 9,563	G27 7,800	J22 8,325	M16 9,091	R2A 118,444 (PARKLAND)	S33 8,026	W1A 115,866 (PARKLAND)
A33 8,613	B12 8,156	C41 9,629	F1 9,563	G28 7,800	J23 9,375	M17 9,091	R3 8,984	S34 8,026	X1A 21,517 (LS)
A34 8,620	B13 8,204	C42 9,629	F1A 26,925 (DE)	G29 7,800	J24 10,425	M18 18,410	R4 7,806	S35 8,026	
A35 8,628	B14 8,204	C43 9,629	F2 7,800	G30 7,800	J25 11,475	M19 10,409	R5 7,800	S36 8,026	
A36 8,636	B15 8,204	C44 9,629	F3 7,800	G31 7,800	J26 11,526	M20 7,523	R6 7,800	S37 8,026	
A37 8,644	B16 8,204	D1 9,563	F4 7,800	G32 7,800	J27 11,526	M21 7,980	R7 7,800	S38 8,026	
A38 7,800	B17 8,779	D2 7,800	F4A 5,439 (GL)	G33 7,800	J28 12,373	M22 7,980	R8 7,800	S39 8,026	
A39 7,800	B18 9,337	D3 7,800	F5 7,800	G34 7,800	J29 14,553	M23 7,980	R9 7,800	S40 8,026	
A40 7,800	B19 8,873	D4 7,800	F6 7,800	G35 7,800	J30 13,081	M24 9,221	R10 8,975	S41 8,026	
A41 7,800	B20 8,052	D5 7,800	F7 7,800	G36 7,800	K1 10,048	N1 8,966	R11 7,827	S42 8,026	
A42 7,800	C1 9,034	D6 7,800	F8 7,800	G37 7,800	K1A 12,158 (LS)	N2 10,164	R12 9,100	S43 8,026	
A43 7,800	C1A 22,094 (DE)	D7 7,800	F9 9,100	G38 7,800	K2 10,056	N3 10,362	R13 10,817	S44 8,026	
A44 8,966	C2A 25,732	D8 7,800	F10 9,666	G39 7,800	K3 12,186	N4 7,800	R14 9,387	S45 8,026	
A45 7,800	C3 10,007	D9 7,800	F11 8,400	G40 7,800	K4 13,958	N5 7,800	R15 9,164	S46 8,026	
A46 7,800	C4 9,658	D10 9,666	F12 8,400	G41 7,800	L1 14,515	N6 7,800	R16 8,719	S47 8,026	
A47 7,800	C5 9,623	D11 8,400	F13 11,337	G42 7,800	L1A 37,415 (LS)	N7 7,800	R17 8,777	S48 8,026	
A48 7,800	C5A 4,808 (GL)	D12 8,400	F14 9,935	G43 7,800	L2 12,576	N8 7,800	R18 9,607	S49 8,026	
A49 7,800	C6 7,800	D13 9,666	F15 8,516	G44 7,800		N9 7,800	R19 11,456	S50 8,026	
A50 7,800	C7 7,800		F16 8,516			N10 9,003		S51 8,026	
A51 7,800								S52 8,026	
A52 7,800								S53 8,026	

Received 7/10/19



PRELIMINARY PLAN FOR
"HIGHLANDS NORTH"

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
F-10015400
DATE: 04/26/2019
FIELD BOOK:
SCALE: 1" = 100'
JOB NO.: 2691



Received 7/10/19



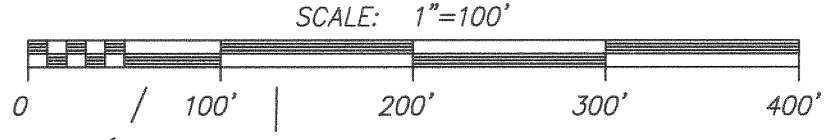
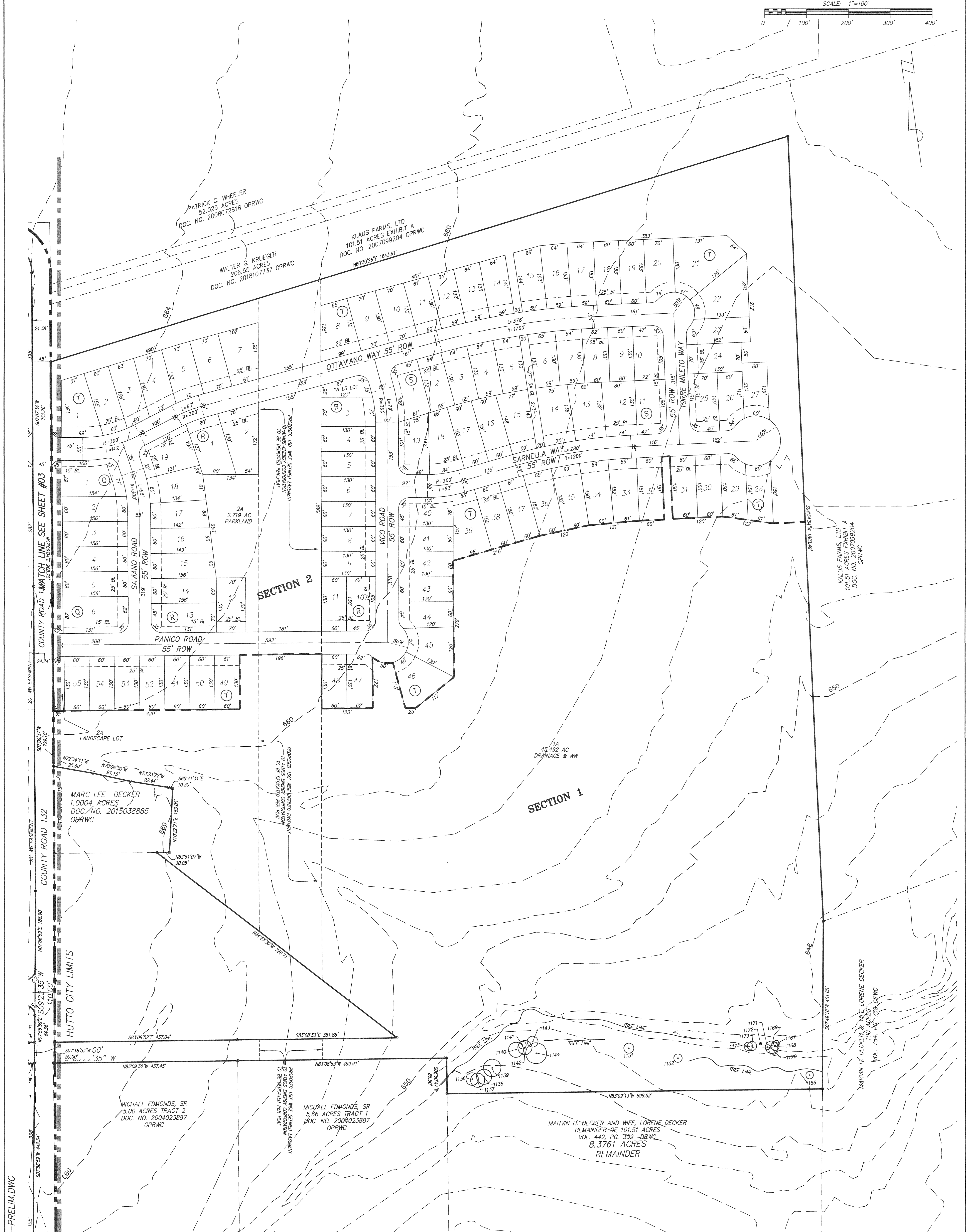
PRELIMINARY PLAN FOR
"HIGHLANDS NORTH"

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664

F-10015400	(5)
DATE: 04/26/2019	
FIELD BOOK:	

SCALE: 1" = 100'

SHEET 3 OF 10 SHEETS



TREE LIST	
TAG #	TYPE
1136	15" HACKBERRY
1137	17" HACKBERRY
1138	18" HACKBERRY
1139	21" HACKBERRY
1140	18" HACKBERRY
1141	9" HACKBERRY
1142	9"-12" TWIN HACKBERRY
1143	13" HACKBERRY
1144	15"-17" TWIN HACKBERRY
1151	4"-10" TWIN HACKBERRY
1152	10" HACKBERRY
1166	9" HACKBERRY
1167	3"-5" TWIN HACKBERRY
1168	6"-7" TWIN HACKBERRY
1169	15" HACKBERRY
1170	6"-8" TWIN HACKBERRY
1171	6" HACKBERRY
1172	3" HACKBERRY
1173	6"-8" TWIN HACKBERRY
1174	4"-5"-7" HACKBERRY

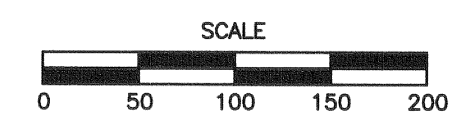
Received 7/10/19



PRELIMINARY PLAN FOR
"HIGHLANDS NORTH"

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817
F-10015400
DATE: 04/26/2019
FIELD BOOK: SCALE: 1" = 100'
JOB NO.: 2691

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LEGEND

- WASTEWATER MANHOLE
- FIRE HYDRANT
- 12" WATER LINE
- 8" WATER LINE
- WW LINE

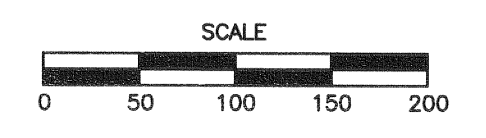
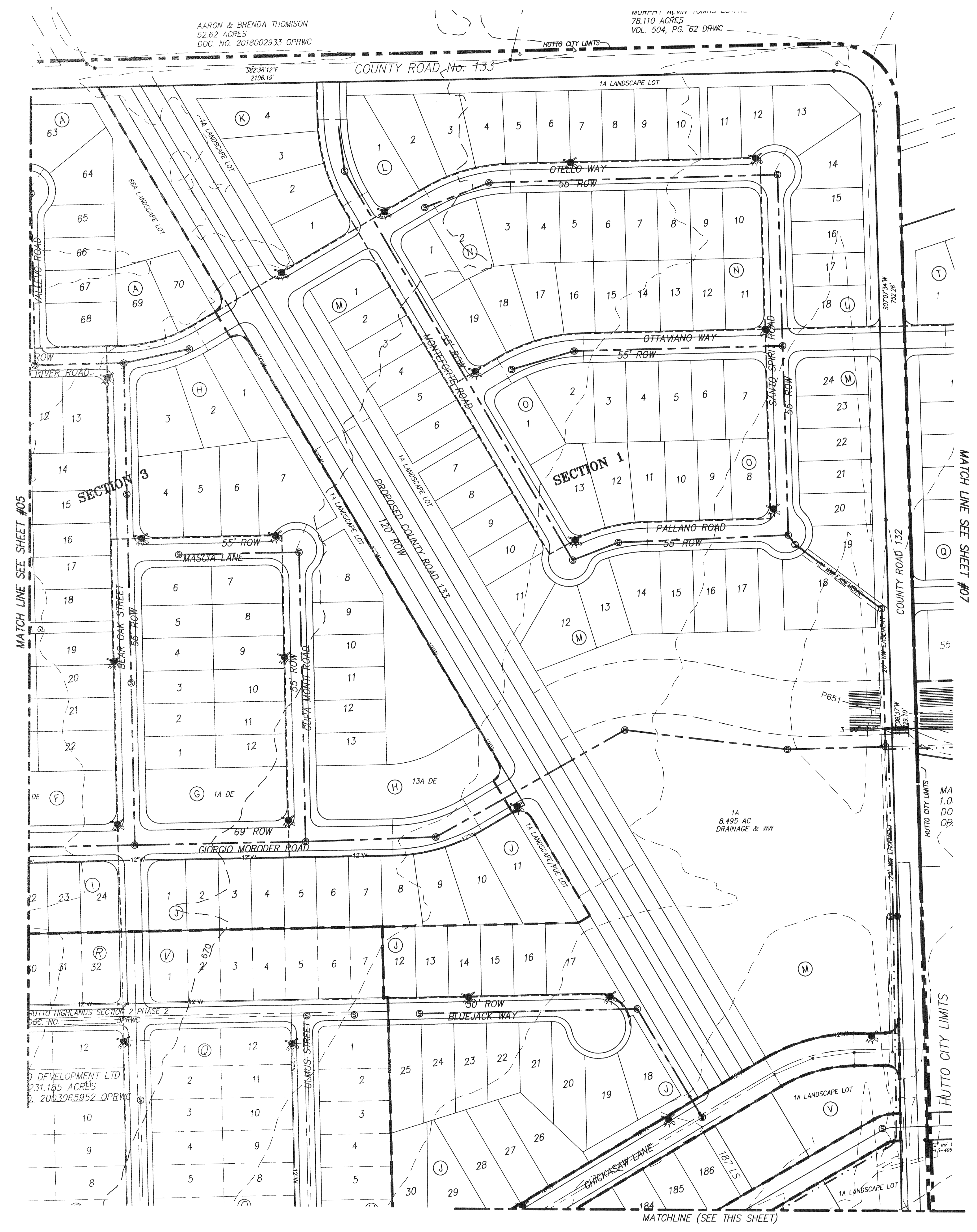
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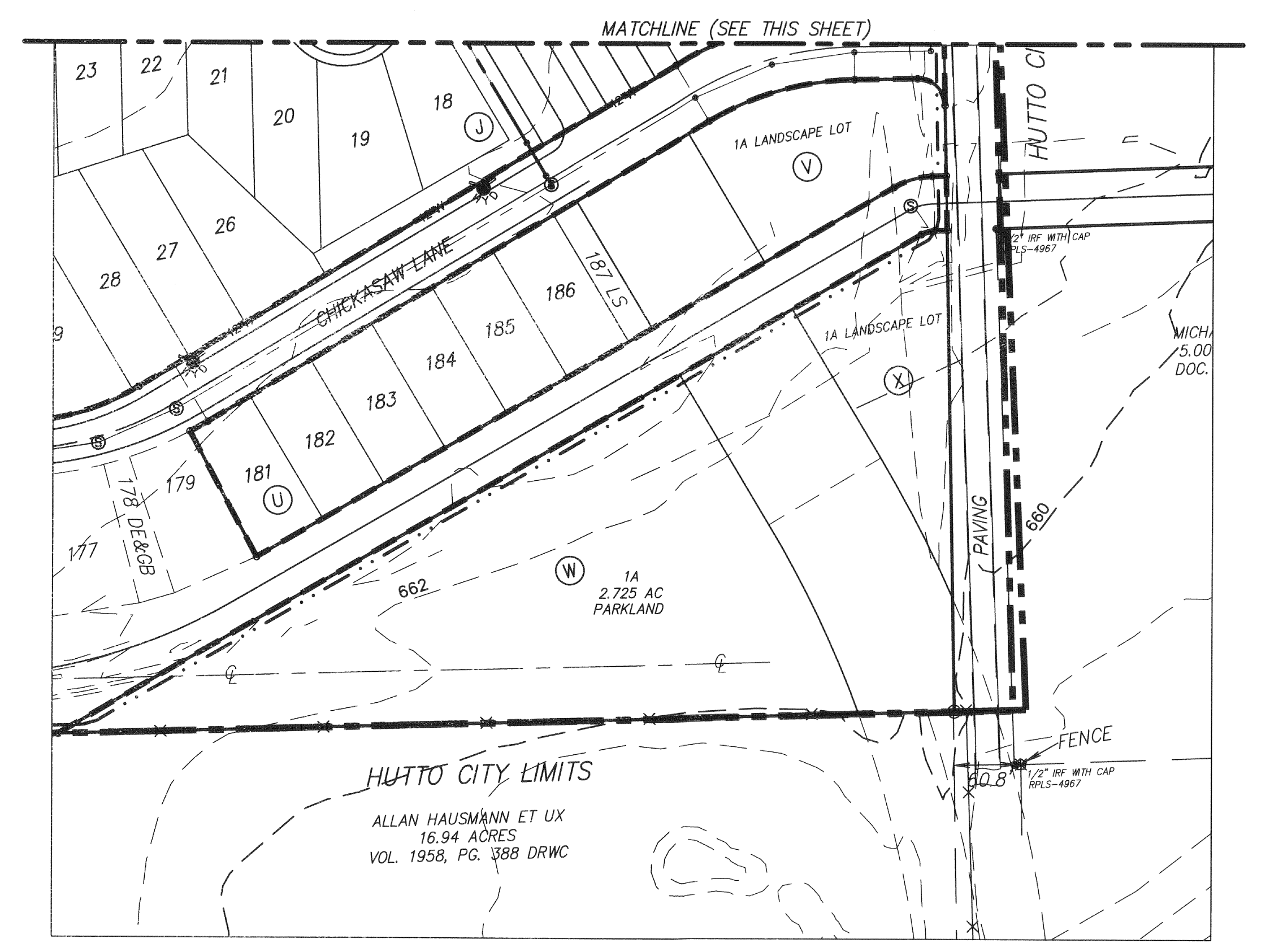
HIGHLANDS NORTH

PRELIMINARY PLAN
WATER & WASTEWATER LAYOUT
DATE: 04/26/2019 SCALE: 1" = 100'
RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784
RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

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- LEGEND**
- WASTEWEATER MANHOLE
 - FIRE HYDRANT
 - 12" WATER LINE
 - 8" WATER LINE
 - WW LINE
 - FORCE MAIN BY OTHERS

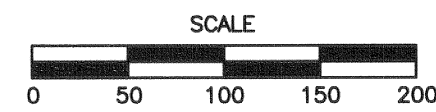
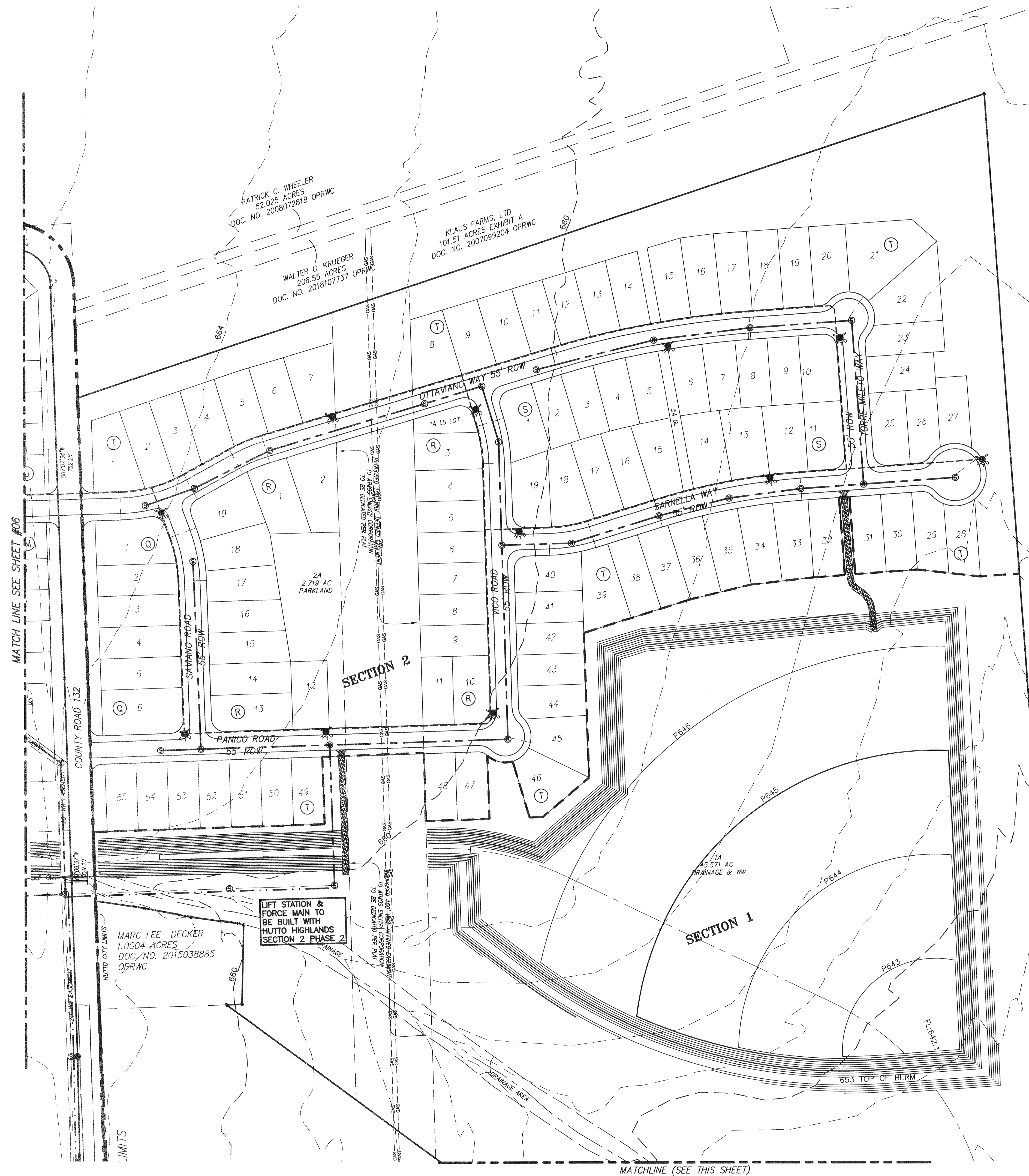


HIGHLANDS NORTH

Received 7/10/19



PRELIMINARY PLAN
WATER & WASTEWATER LAYOUT
DATE: 04/26/2019 SCALE: 1" = 100'
RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784
RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817



LEGEND

- WASTEWATER MANHOLE
- FIRE HYDRANT
- 12\"/>

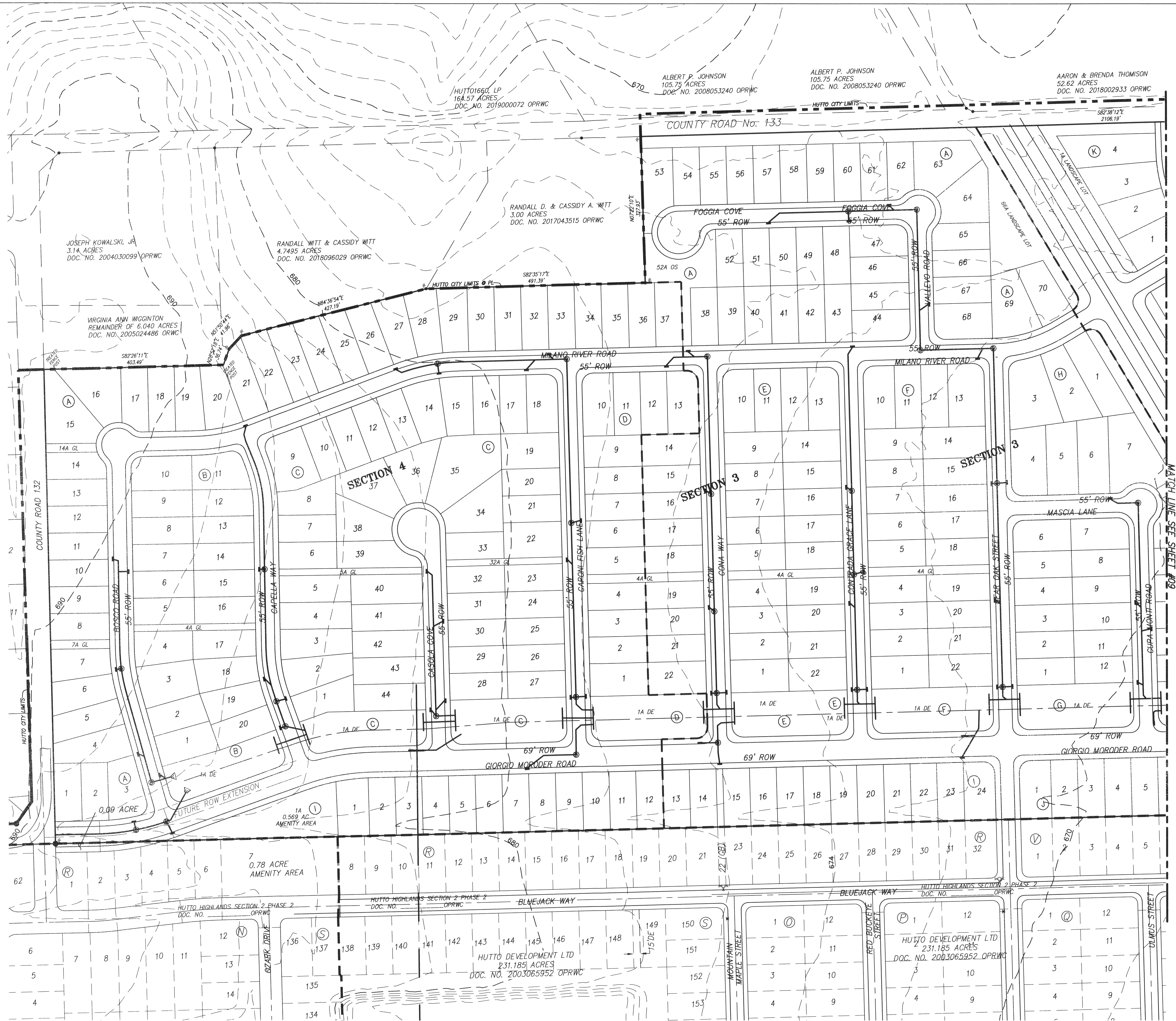
HIGHLANDS NORTH

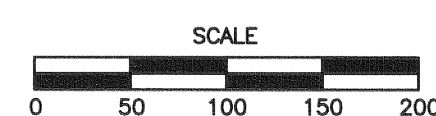
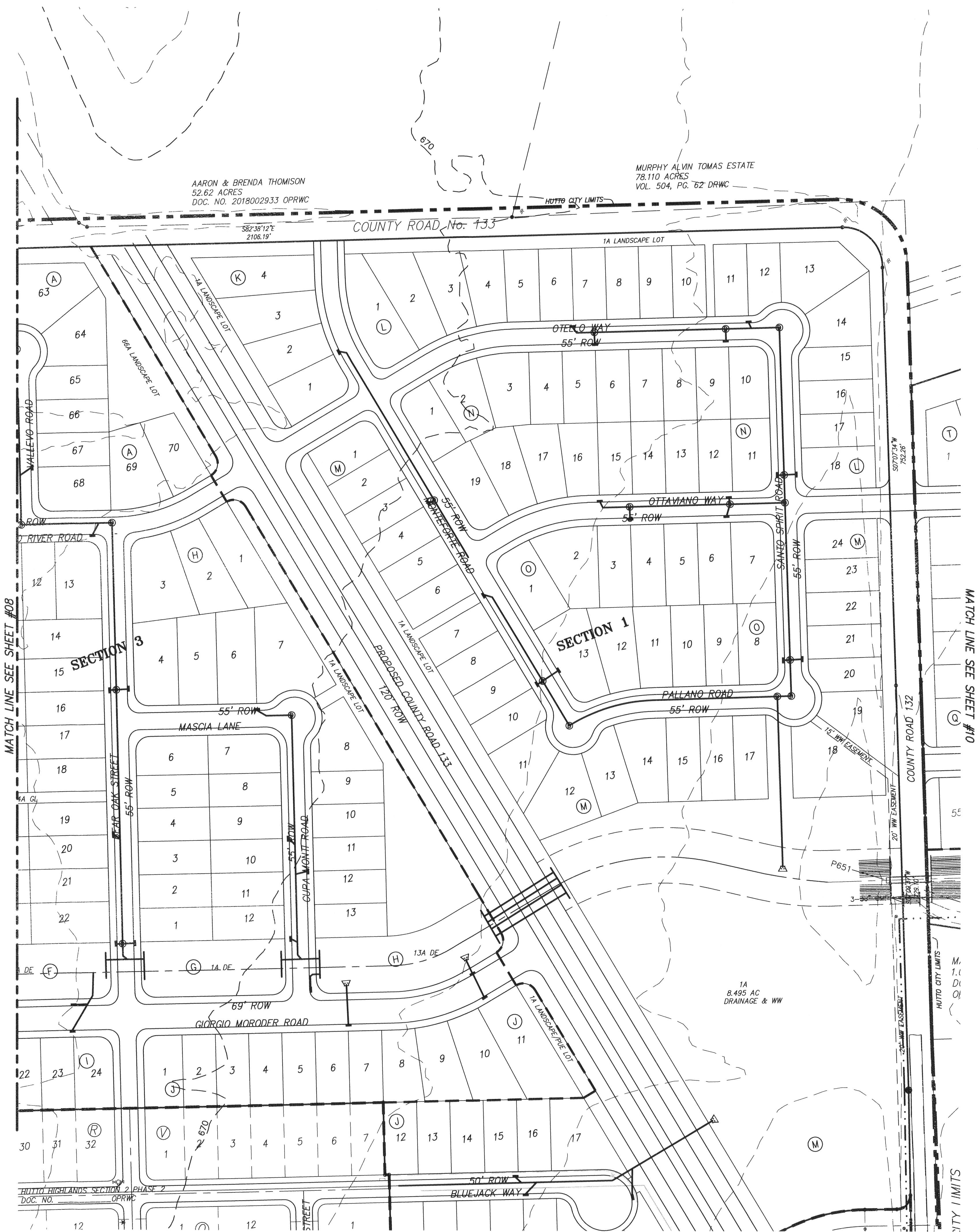
Received 7/10/19



PRELIMINARY PLAN
WATER & WASTEWATER LAYOUT
DATE: 04/26/2019 SCALE: 1" = 100'
RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784
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(512) 836-4793 FAX: (512) 836-4817

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LEGEND

- Ⓜ = STORM SEWER MANHOLE
- = CURB INLET

Received 7/10/19



HIGHLANDS NORTH

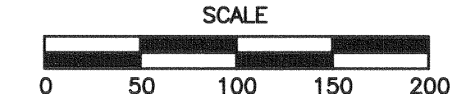
PRELIMINARY PLAN
DRAINAGE LAYOUT

DATE: 04/26/2019 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

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LEGEND

- STORM SEWER MANHOLE
- CURB INLET

Received 7/10/19



HIGHLANDS NORTH

**PRELIMINARY PLAN
DRAINAGE LAYOUT**

DATE: 04/26/2019 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
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(512) 836-4793 FAX: (512) 836-4817

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 7C.

AGENDA DATE: August 01, 2019

PRESENTED BY: Ashley Lumpkin, AICP, Executive Director, Infrastructure and Development Services

ITEM:

Consideration and possible action on a resolution approving the proposed RSI Hutto Revised Preliminary Plat, 315.28 acres, more or less, of land, 1314 residential lots, located on FM 1660 North. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

Description:

The proposed RSI Revised Preliminary Plat is approximately 315.28 acre site located between County Road 119/Ed Schmidt Blvd. and FM 1660 North, approximately one mile north of Limmer Loop and north of the Hutto Parke subdivision.

Current Zoning: The approved Planned Unit Development (PUD) allows for a neighborhood that promotes a mix of housing styles, ranging from attached townhomes to traditional lots homes, pocket parks, a trail system, and an approximate 2 acre commercial tract at the intersection of the proposed collector roads.

Surrounding Zoning:

North: Extra-territorial Jurisdiction (ETJ)

East: FM1660 and Mustang Creek Subdivision

South: Single Family 1 (SF 1) Hutto Parke

West: Extra-territorial Jurisdiction (ETJ)

Summary of Request:

The Revised Preliminary Plat is comprised of 1,308 single-family lots (down from the original 1,314 lots) across an approximate 315.28 acre tract. Public access is achieved from connections to Ed Schmidt (CR 119), FM 1660 North, and two residential connections to the existing Hutto Parke

subdivision along Carrington Street. In all, the RSI Preliminary Plat is proposing 174.76 acres of single-family residential and 36.47 of non-single-family development, including a two acre tract of commercial. In addition, the plat provides for 22.66 acres of open space that will be dedicated to Hutto with the corresponding Final Plats, 2.05 acres of pocket parks, and 66.31 of right-of-way (6.05 acres are alleys).

The base zoning district for the development is Single Family residential (SF-1) and Commercial Local/Neighborhood (B-1). This is a medium density, suburban character district with support facilities and services that are compatible with the residential use. The PUD is approved with development standards allowing single household detached and two to four household residence design, as defined in the Unified Development Code (UDC), Section 10.406.3. The commercial area will adhere to the B-1 commercial standards providing for low-intensity retail uses, offices and personal services intended to serve residents of the adjacent neighborhood. The proposed Preliminary Plat shows the required open spaces as required in the PUD as well as the street widths to accommodate the street sections associated with the PUD.

This proposed Preliminary Plat has been reviewed by the Planning, Engineering, and Parks Departments, and also Hutto Fire Rescue.

Staff Review:

The proposal meets the minimum standards as required in the UDC and well as the increased requirements in the PUD. The proposed street layout provides for the extension of a new east/west collector that will ultimately connect Ed Schmidt/CR119 to FM1660. This provides a needed collection and alternate routes in the area.

BUDGETARY AND FINANCIAL SUMMARY:

There is no financial impact.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

The Planning and Zoning Commission recommended approval to City Council on July 9, 2019.

CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

1. Resolution - RSI Hutto Revised Preliminary Plat

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO.

**A RESOLUTION APPROVING THE PLAT KNOWN AS "RSI HUTTO
REVISED 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 "RSI Hutto revised Preliminary Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

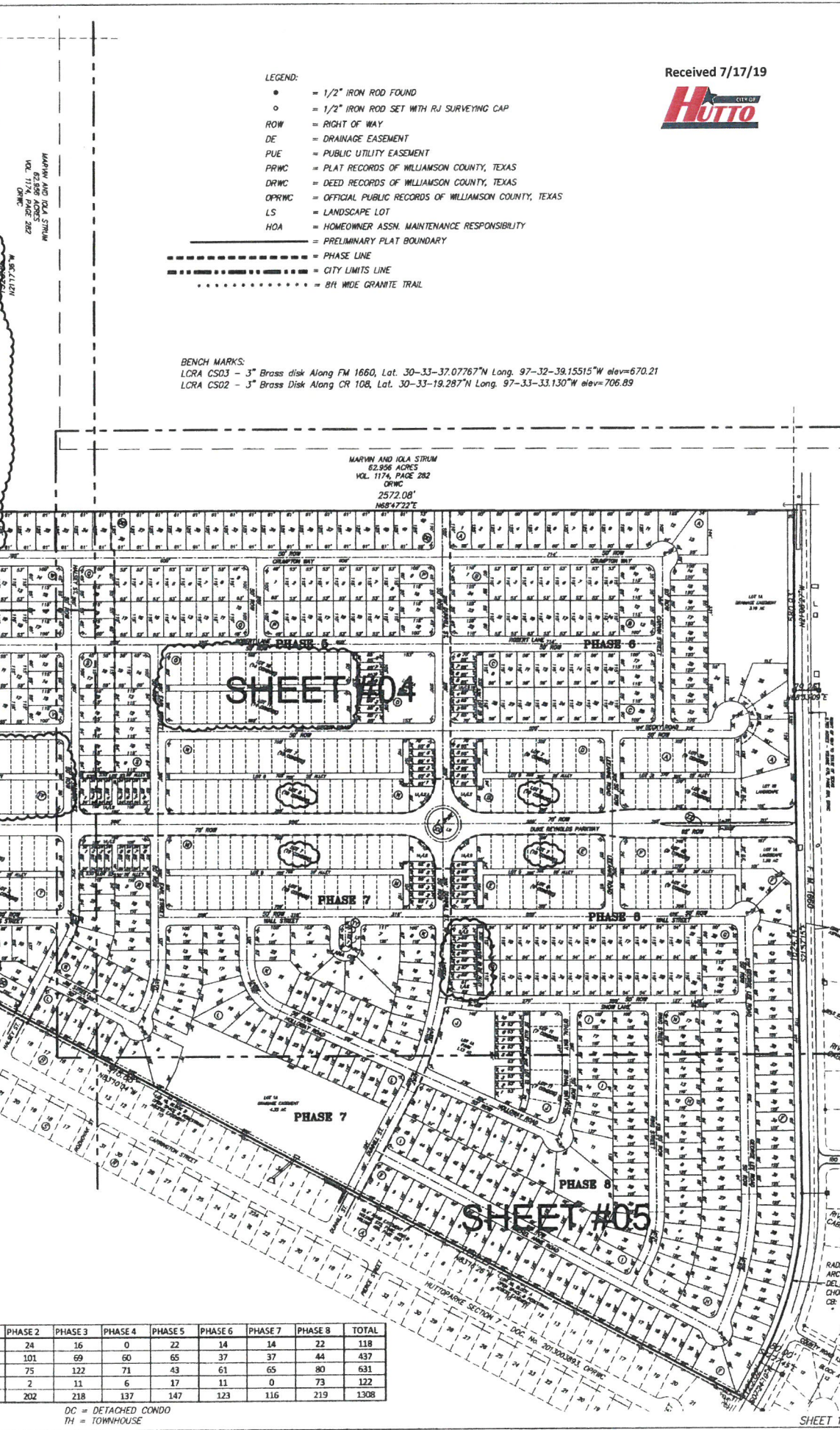
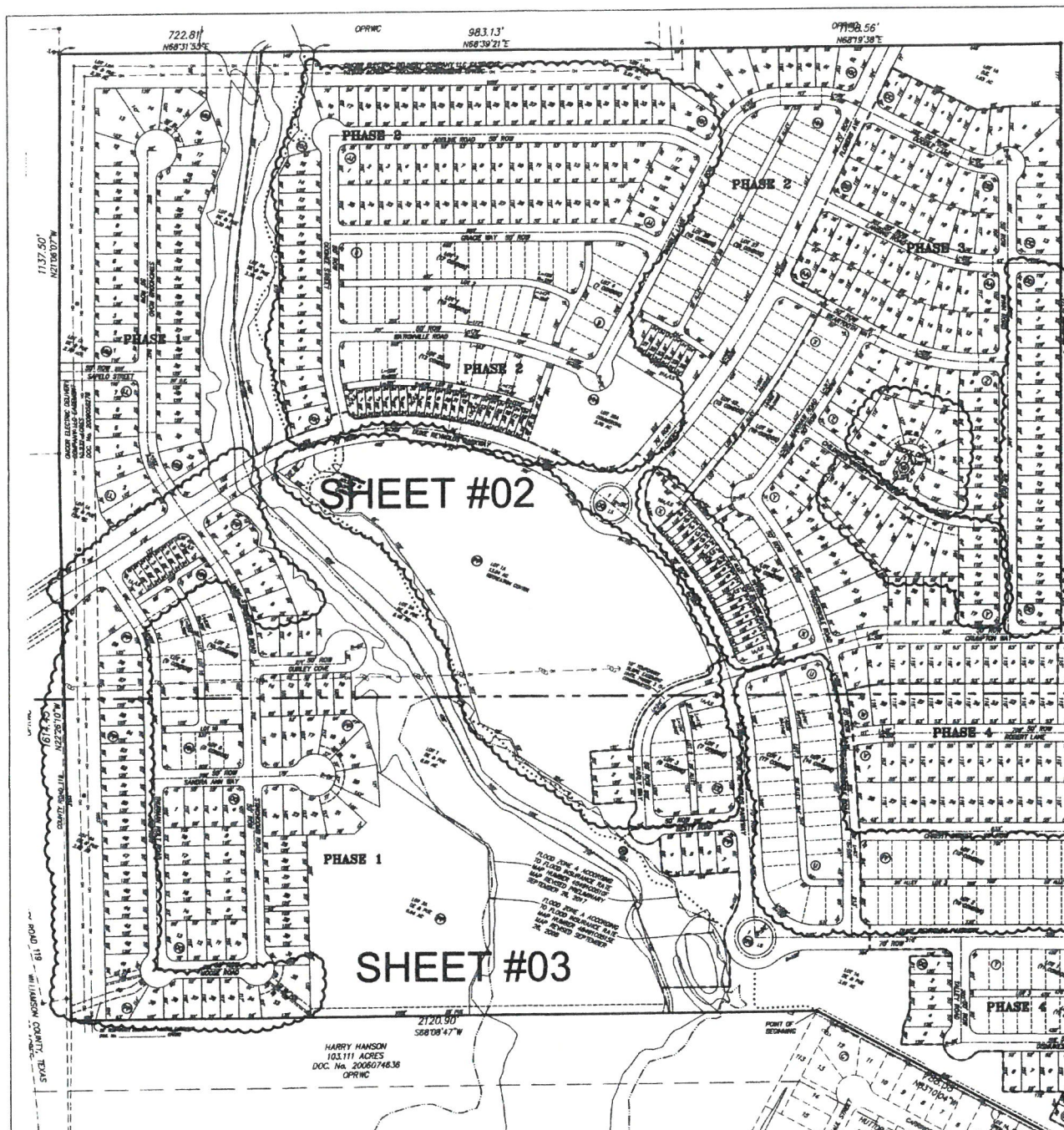
CONSIDERED and RESOLVED on this the 1st day of the month **August, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

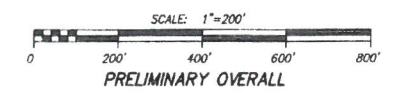


- LEGEND:
- = 1/2" IRON ROD FOUND
 - = 1/2" IRON ROD SET WITH RJ SURVEYING CAP
 - ROW = RIGHT OF WAY
 - DE = DRAINAGE EASEMENT
 - PUE = PUBLIC UTILITY EASEMENT
 - PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
 - DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
 - OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 - LS = LANDSCAPE LOT
 - HDA = HOMEOWNER ASSN. MAINTENANCE RESPONSIBILITY
 - = PRELIMINARY PLAT BOUNDARY
 - = PHASE LINE
 - = CITY LIMITS LINE
 - = 8ft WIDE GRANITE TRAIL

BENCH MARKS:
LCRA CS03 - 3" Brass disk Along FM 1660, Lat. 30-33-37.07767°N Long. 97-32-39.15515°W elev=670.21
LCRA CS02 - 3" Brass Disk Along CR 108, Lat. 30-33-19.287°N Long. 97-33-33.130°W elev=706.89

Received 7/17/19
Hutto

REVISED PRELIMINARY PLAT OF
RSI HUTTO
WILLIAMSON COUNTY, TEXAS



STANDARD PLAT NOTES

- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- BUILDING SETBACK LINES SHALL CONFORM TO PUD REQUIREMENTS.
- A TEN FOOT P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
- A TEN FOOT P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
- A 5 FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL LOT LINES OF SF-1 AND SF-1 CONDOMINIUM LOTS.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
- SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
- WATER WILL BE AVAILABLE THROUGH JONAH S.U.D. AFTER THE APPROPRIATE WATER SYSTEM IS INSTALLED TO THIS SITE. WASTEWATER WILL BE AVAILABLE THROUGH JONAH S.U.D. AFTER THE APPROPRIATE WASTEWATER SYSTEM IS INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
- IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/4" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
- UTILITY PROVIDERS FOR THIS SUBDIVISION:
WATER: JONAH S.U.D.
WASTEWATER: JONAH S.U.D.
ELECTRIC: ONCOR
- THERE ARE AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 48491C0510E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
- AMENITY, OPEN SPACE AND ALLEYS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- THIS SUBDIVISION WILL BE ZONED SF-1 & B-1 PER THE PUD.
- ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
- THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOTS IS 55%.
- ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO CODES AND REGULATIONS, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
- 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.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- ALL LANDSCAPE & PARK LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- LANDSCAPED MEDIANS & THE CENTER OF THE ROUND-A-BOUNTS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- FIRE LANE SIGNS AS SPECIFIED IN SECTION D103.6 OF THE 2015 INTERNATIONAL FIRE CODE SHALL BE POSTED ON ONE SIDE OF FIRE APPARATUS ACCESS ROADS MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE PER SECTION D103.6.2.

SHEET INDEX

- PRELIMINARY OVERALL
- PRELIMINARY 1 OF 4
- PRELIMINARY 2 OF 4
- PRELIMINARY 3 OF 4
- PRELIMINARY 4 OF 4
- WATER & WASTEWATER LAYOUT
- OFFSITE WASTEWATER LAYOUT
- DRAINAGE LAYOUT

SITE DATA:

RESIDENTIAL (TOTAL 1,308)	
SF-1 (50' Min.)	753 LOTS
SF-1 ATTACHED TH	118 LOTS
SF-1 DETACHED CONDO.	437 LOTS
BLOCKS	
TOTAL AREA	49
SF LOTS	315.28 ACRES
NON-SF LOTS	174.76 ACRES
RECREATION CENTER	36.47 ACRES
OPEN SPACE TO CITY	13.04 ACRES
POCKET PARKS	22.65 ACRES
POCKET PARKS	2.05 ACRES
RIGHT-OF-WAY	60.26 ACRES
ALLEY	6.05 ACRES

PROPERTY OWNER:
WILLIAM LYON HOMES
810 HESTER'S CROSSING
ROAD, SUITE 235
ROUND ROCK, TX 78681

DATE: JULY 23, 2018 SCALE: 1" = 200'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

SURVEYOR'S CERTIFICATION
I, STEPHEN R. LAWRENCE, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

Stephen R. Lawrence 7/16/2019
STEPHEN R. LAWRENCE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6352
STATE OF TEXAS



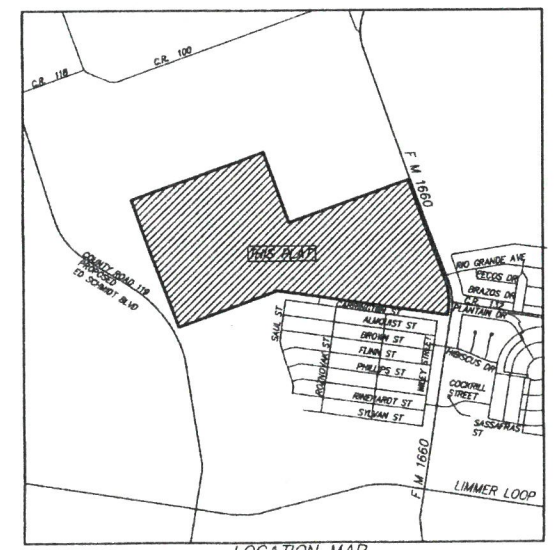
ENGINEER'S CERTIFICATION
A PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0510E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED IN THE EDWARDS RECHARGE ZONE.
Israel Ramirez 7-16-2019
ISRAEL RAMIREZ DATE
LICENSED PROFESSIONAL ENGINEER NO. 114495
STATE OF TEXAS



LOT SIZE	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6	PHASE 7	PHASE 8	TOTAL
TH	6	24	16	0	22	14	14	22	118
DC	24	101	69	60	65	37	37	44	437
50	114	75	122	71	43	61	65	80	631
60	2	2	11	6	17	11	0	73	122
TOTAL	146	202	218	137	147	123	116	219	1308

DC = DETACHED CONDO
TH = TOWNHOUSE



S:\LOCAL 3D 2601-2650\RSI HUTTO DRAWINGS\2630-PRELIM.DWG
PLOT DATE: Jul. 16, 19 SAVE DATE: Jul. 15, 19



VENTANA HILL LTD
57.895 ACRES
DOC. No. 2007068155
OPRWC

J. NEILL
ABSTRACT 477

J. SHELTON
ABSTRACT 560

LLC
160751

RONALD AND JANICE SMITH
44.37 ACRES
VOL. 2267, PAGE 016
OPRWC

PETERSON FAMILY TRUST
170.00 ACRES
DOC. No. 2011056854
OPRWC

REVISED PRELIMINARY PLAT OF
RSI HUTTO
WILLIAMSON COUNTY, TEXAS
SCALE: 1"=100'

PRELIMINARY 1 OF 4

MARVIN AND IOLA STRIM
62.956 ACRES
VOL. 1174, PAGE 282
OPRWC

MATCH LINE SEE SHEET #03

MATCH LINE SEE SHEET #04

Received 7/17/19



DATE: JULY 23, 2018 SCALE: 1" = 100'
RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9874

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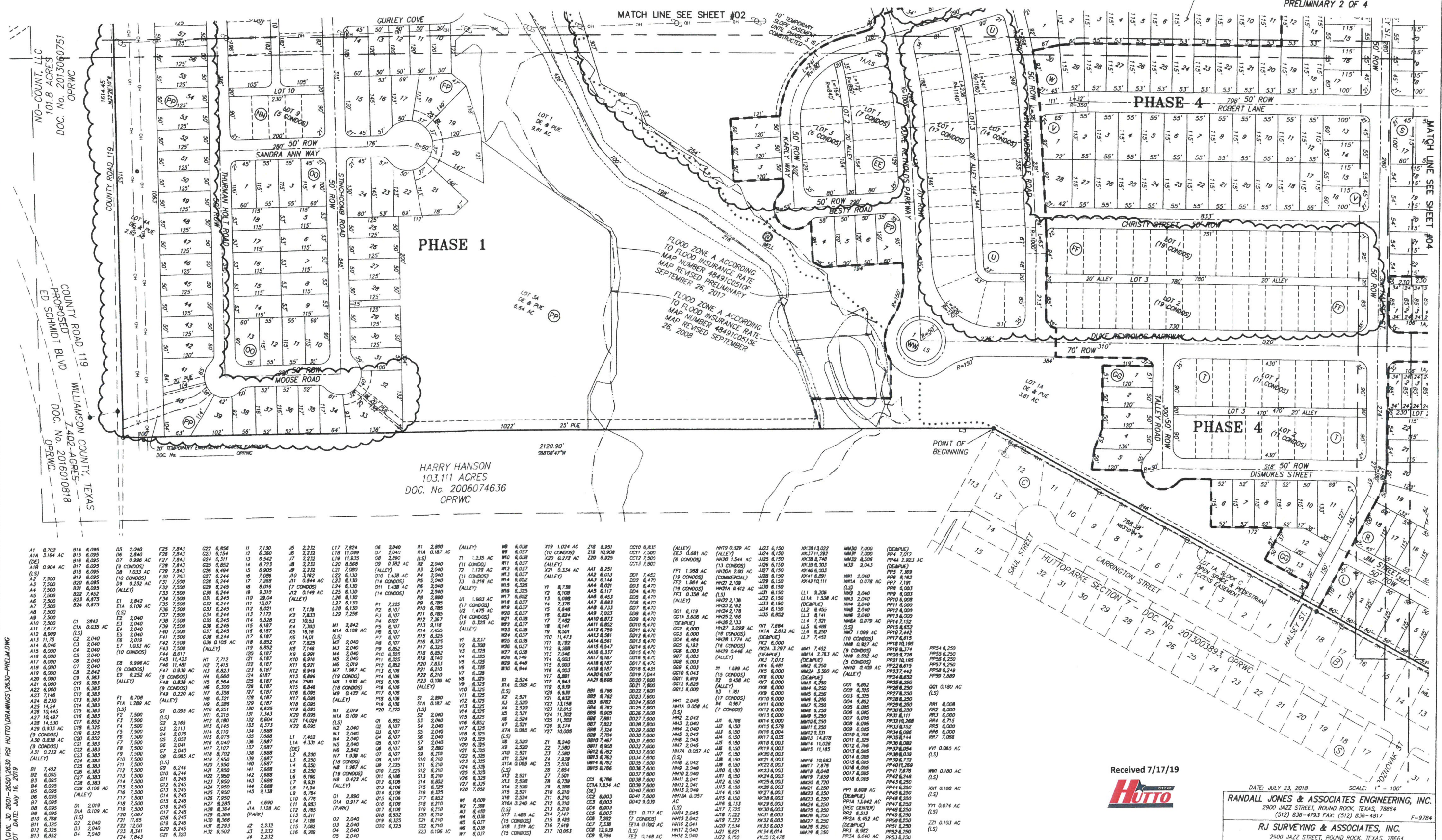
SHEET 2 OF 8 SHEETS F-10015400

REVISED PRELIMINARY PLAT OF
RSI HUTTO
WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'

PRELIMINARY 2 OF 4



\\CIVIL 3D 2601-2650\2630 RSI HUTTO\DRAWINGS\2630-PRELIM.DWG
 PLOT DATE: July 16 2019

Received 7/17/19

HUTTO CITY OF

DATE: JULY 23, 2018 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
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F-10015400

SCALE: 1"=100'

PRELIMINARY 3 OF 4

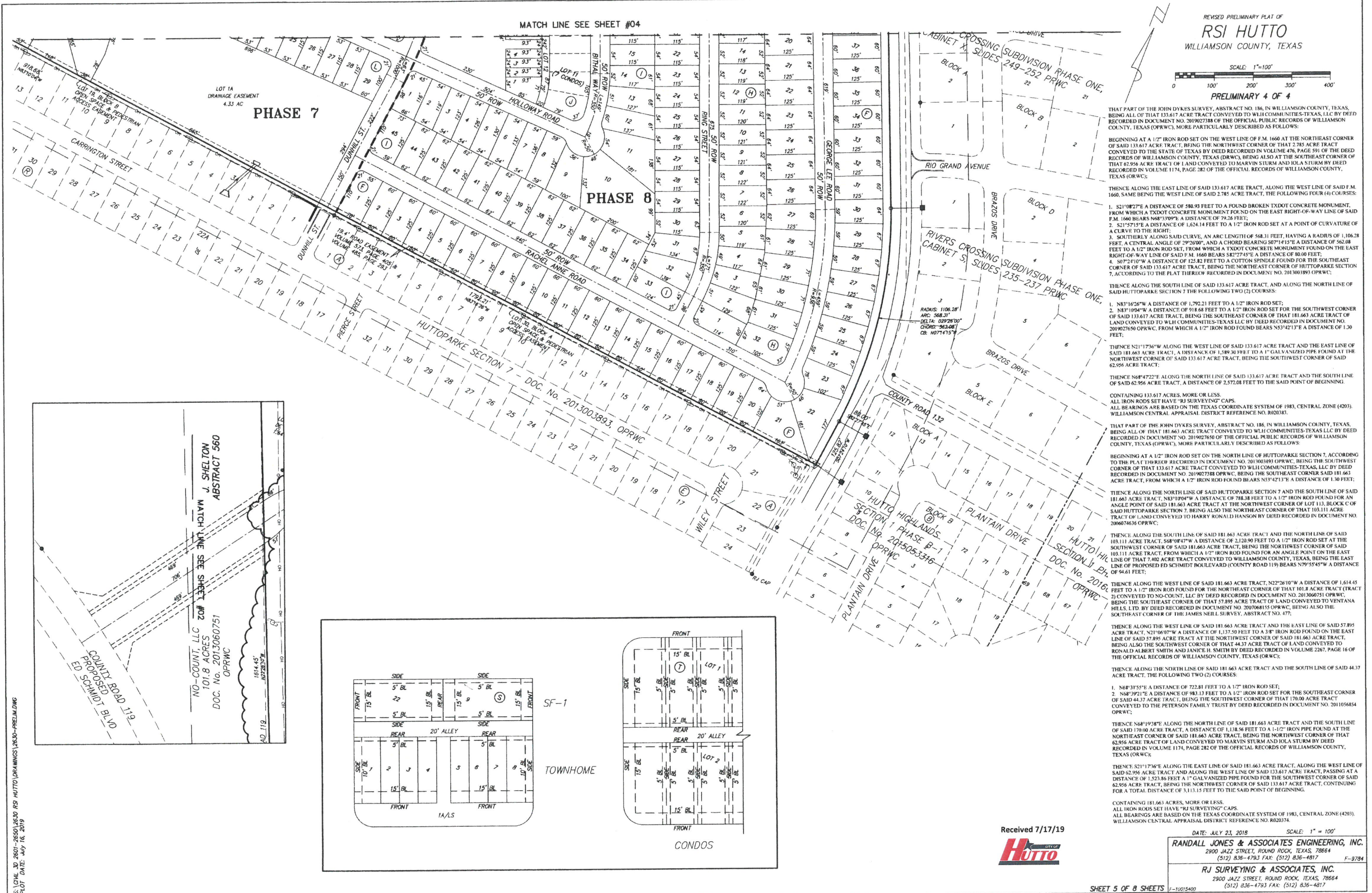


RIVERS CROSSING
CABINET



HUTTO
CITY OF

SHEET 4 OF 8 SHEETS F-10015400



Received 7/17/19



DATE: JULY 23, 2018 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
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RJ SURVEYING & ASSOCIATES, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
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SHEET 5 OF 8 SHEETS F-10015400

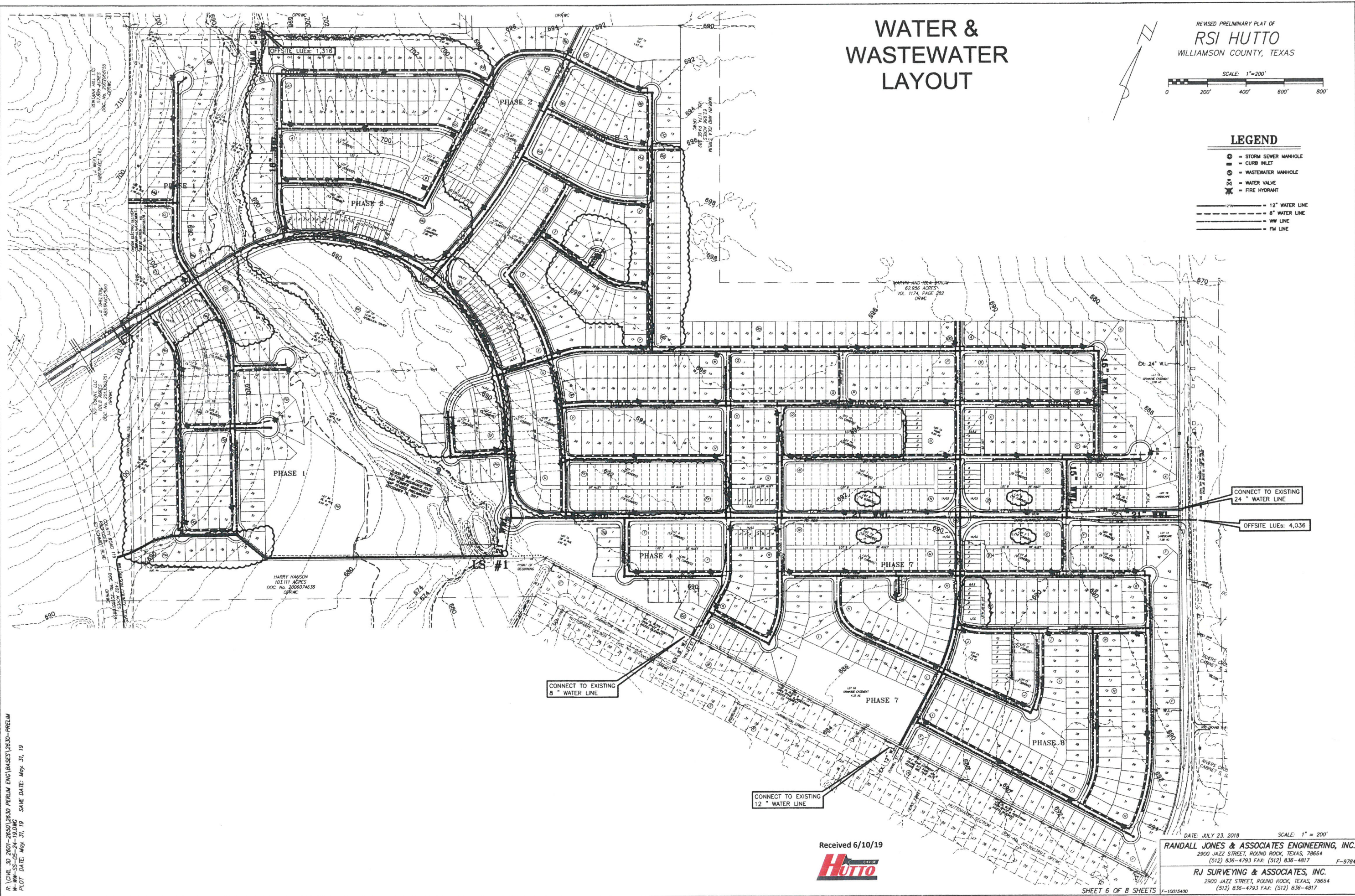
WATER & WASTEWATER LAYOUT

REVISED PRELIMINARY PLAT OF
RSI HUTTO
 WILLIAMSON COUNTY, TEXAS

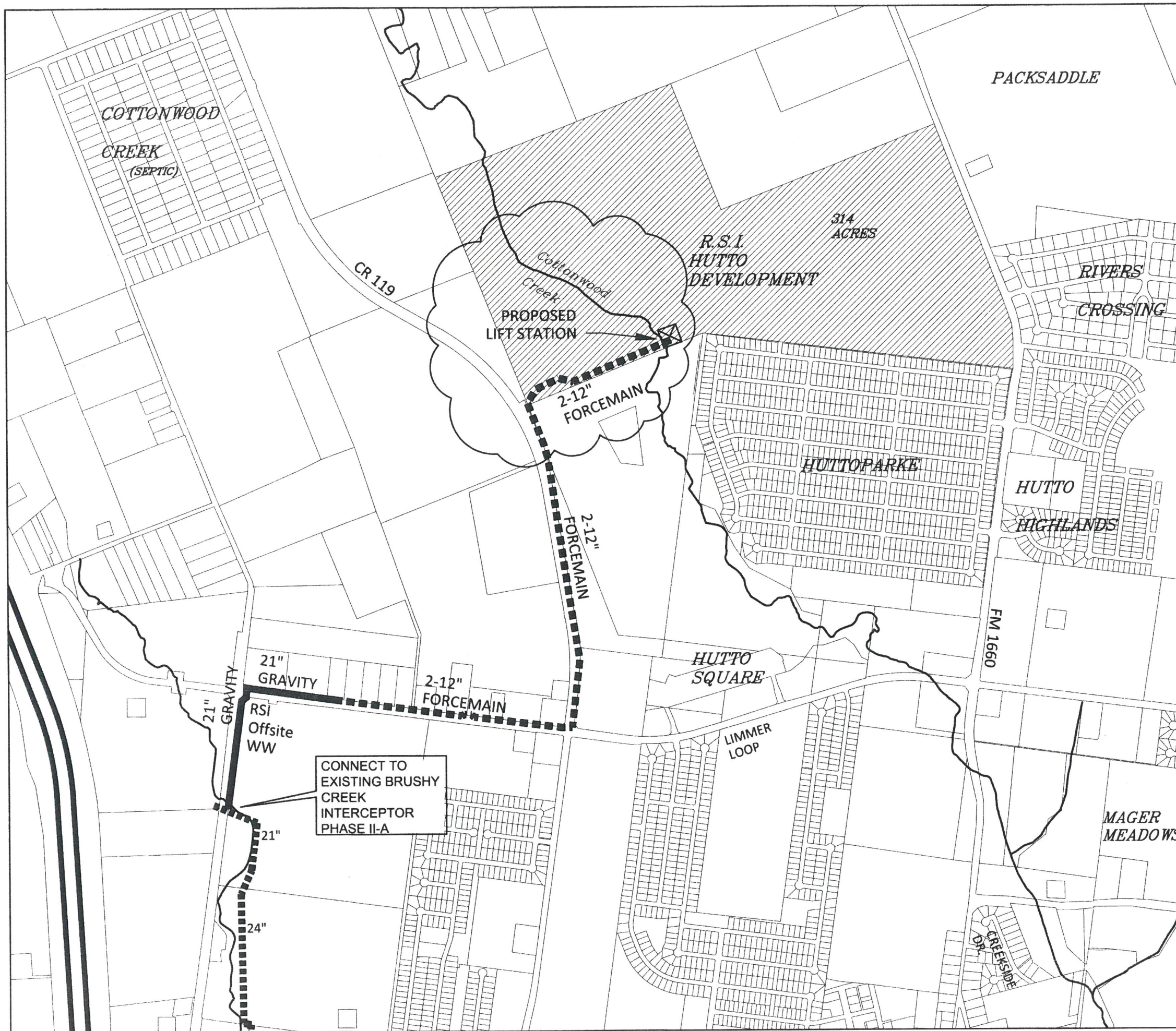
SCALE: 1"=200'

0 200' 400' 600' 800'

- LEGEND**
- ⊙ = STORM SEWER MANHOLE
 - ⊙ = CURB INLET
 - ⊙ = WASTEWATER MANHOLE
 - ⊙ = WATER VALVE
 - ⊙ = FIRE HYDRANT
 - = 12" WATER LINE
 - - - = 8" WATER LINE
 - - - = WW LINE
 - - - = FM LINE



R:\CIVIL_3D_2601-2650\PERUM ENG BASES\2630-PRELIM
 W-WP-SS-05-24-19.DWG
 PLOT DATE: May 31, 19 SAVE DATE: May 31, 19



OFFSITE WASTEWATER LAYOUT

REVISED PRELIMINARY PLAT OF
RSI HUTTO
WILLIAMSON COUNTY, TEXAS

LEGEND

- PROPOSED FORCE MAIN
- PROPOSED GRAVITY SEWER
- EXIST. BRUSHY CREEK INTERCEPTOR PHASE II-A

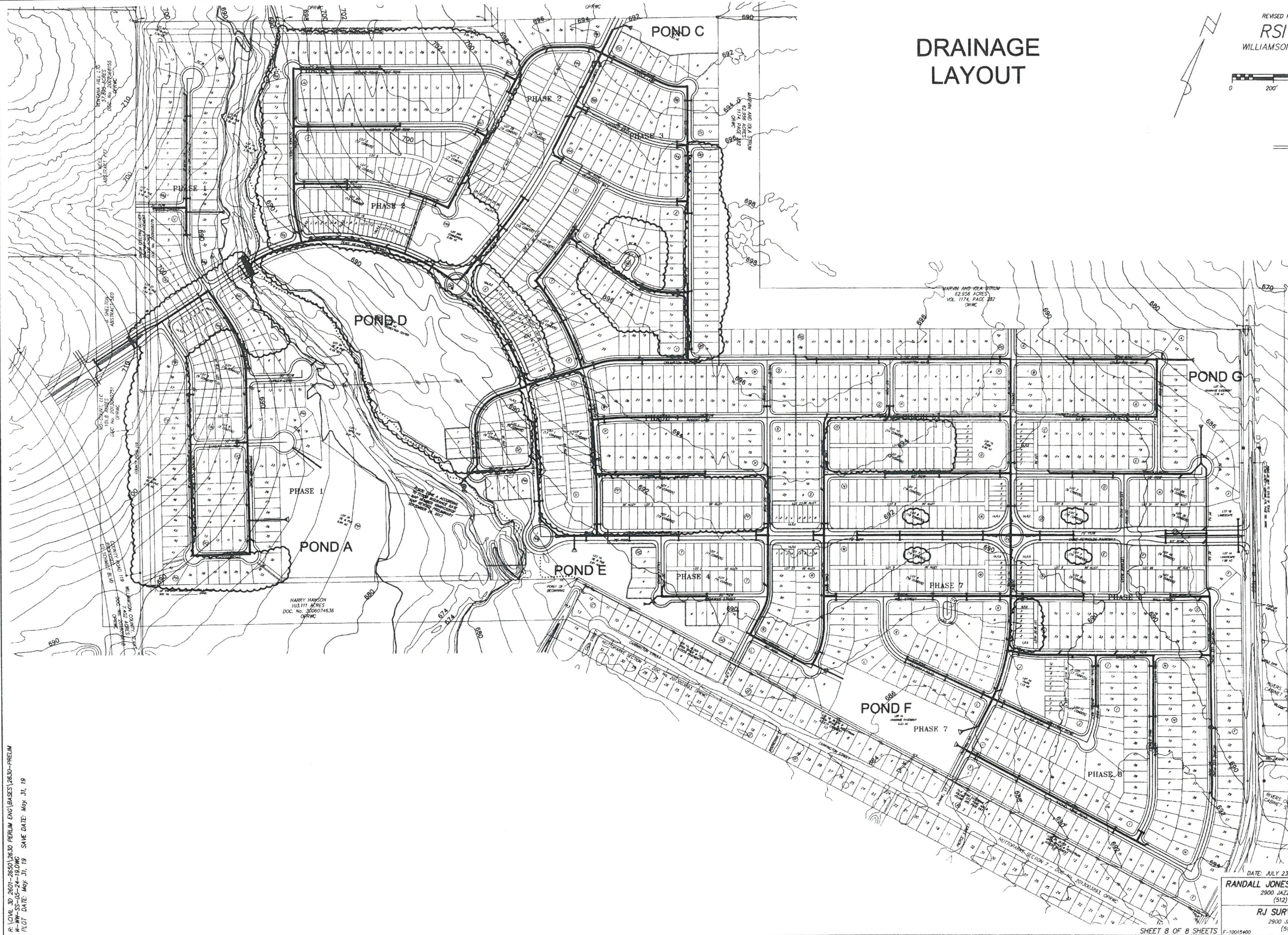


Received 6/10/19
Hutto

DATE: JULY 23, 2018 SCALE: 1" = 1000'

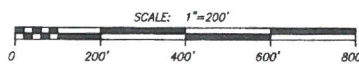
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DRAINAGE
LAYOUT

REVISED PRELIMINARY PLAT OF
RSI HUTTO
WILLIAMSON COUNTY, TEXAS



- LEGEND**
- - STORM SEWER MANHOLE
 - - CURB INLET

R: CIVIL, 30, 2601-2650, 2630 PERMITS (BASES) (2630)-PRELIM
W: WWS, 05-05-24-19 DMC
PLOT DATE: May 31, 19 SAVE DATE: May 31, 19

Received 6/10/19



DATE: JULY 23, 2018 SCALE: 1" = 200'
RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
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**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 7D.

AGENDA DATE: August 01, 2019

PRESENTED BY: Ashley Lumpkin, AICP, Executive Director of Infrastructure and Development Services

ITEM:

Consideration and possible action on the second and final reading of an ordinance approving a specific use permit for the property located on Ed Schmidt Boulevard, Emory Farms Commercial Lots 2, 3, 4 and 5, 4.299 acres, more or less, of land, allowing a lodging establishment in the B-1 (Local Business) zoning district. (Ashley Lumpkin)

**STRATEGIC GUIDE
POLICY:**

Growth Guidance

ITEM BACKGROUND:

Property Owner: William Russ, Robert Castle

Current Land Use: Undeveloped

Proposed Land Use: Hotel

Future Land Use Designation: Low Density Residential/Commercial

Current Zoning: Local Business (B-1)

Surrounding Land Use and Zoning:

North: Vacant Commercial

South: Commercial (Insurance Company and Hampton Inn)

East: Hutto Discovery Church

West: Emory Farms Subdivision

Summary of Request

The properties total 4.299 acres of land, consisting of four tracts that front on Ed Schmidt Boulevard. The proposed use is for a hotel, which requires a specific use permit to locate in the B-1 zoning district.

A Specific Use Permit request is evaluated with the following criteria:

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

ORDINANCE NO.

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A LODGING ESTABLISHMENT IN THE B-1 (LOCAL BUSINESS) ZONING DISTRICT ON 4.299 ACRES, MORE OR LESS, OF LAND, KNOWN AS LOTS 2, 3, 4 AND 5 OF THE EMORY FARMS COMMERCIAL SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to grant a Specific Use Permit to allow a lodging establishment on the property known as Lots 2, 3, 4 and 5 of the Emory Farms Commercial Subdivision, described in Exhibit "A", being attached hereto and incorporated herein, and;

WHEREAS, on the 9th day of July, 2019, after proper notification, the Planning and Zoning Commission held a public hearing on the proposed Specific Use Permit request, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed Specific Use Permit request on the 9th day of July, 2019, and;

WHEREAS, on the 11th day of July, 2019, after proper notification, the City Council held a public hearing on the proposed Specific Use Permit request, and;

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

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

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

SECTION I.

1.

In accordance with the Unified Development Code Sections 10.203.18 and 10.204.2, the City Council has considered and made findings on the following matters regarding the proposed Specific Use Permit request:

10.203.18.3 Criteria

- The proposed use conforms to the Unified Development Code and is consistent with the comprehensive, neighborhood and other applicable land use and development plans.
- The proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.
- The site is a legal building lot.

10.203.18.5 Conditions

- The Planning and Zoning Commission and/or City Council may impose conditions on a specific use permit.

- Specific use permit approval does not run with the land, and expires with the end of the approved use.

10.203.18.6 Amendments

- Technical or engineering considerations during construction may call for minor deviations from approved specific use permits. Development Services staff may approve minor deviations if they conform to City regulations, and are consistent with the intent of the original specific use permit approval.
- Changes to approved specific use permits that Development Services staff finds are not minor deviations, including Planning and Zoning Commission imposed conditions, require approval through specific use permit review process, requiring a new application.

10.204.2 Effective date and expiration

- Specific use permits expire one (1) year from the date of approval by City Council.

2.

This Specific Use Permit request is subject to the conditions as identified by the City Council and incorporated herein. No permits shall be issued unless all of the following requirements are satisfied:

- Any future development, other than the use specified for this request, on the lot is required to obtain City Council approval prior to permitting.

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and **APPROVED** on first reading on this the **11th** day of **July, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and **ADOPTED** on second reading of ordinance this **1st** day of **August, 2019** at a meeting of the Hutto, Texas City Council; there being a quorum present.

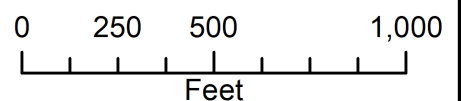
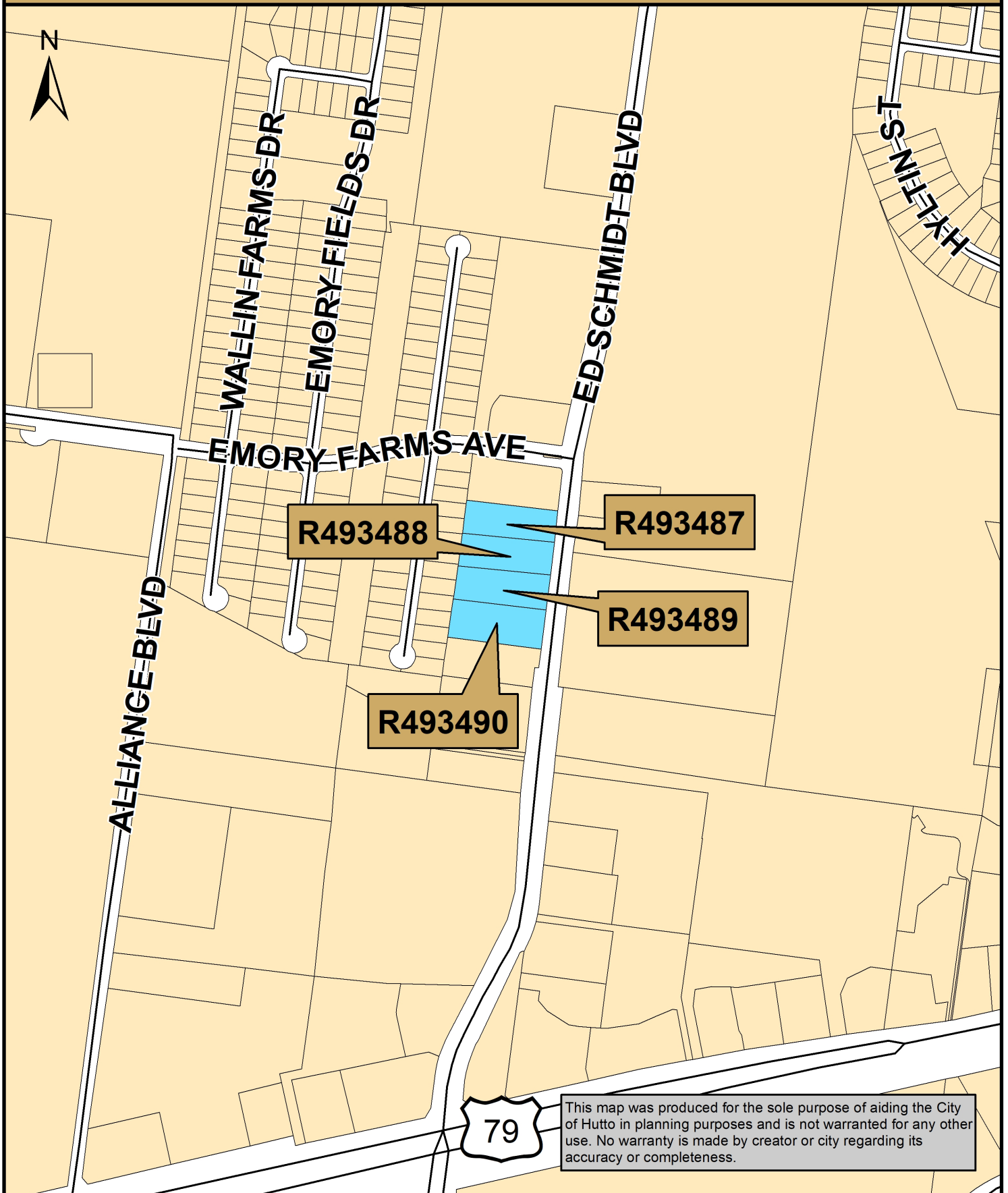
THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

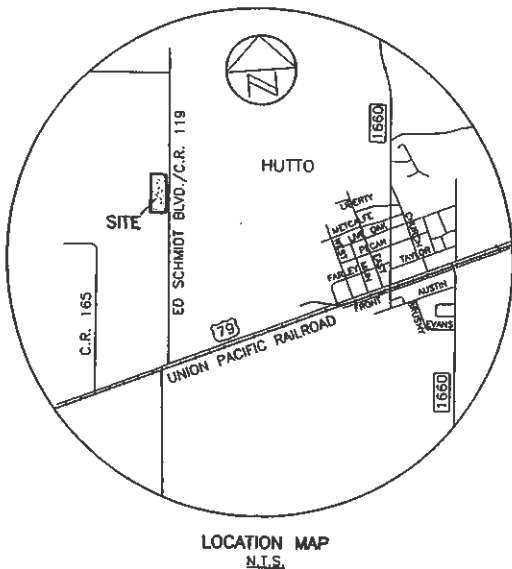
Attest:

Lacie Hale, City Secretary

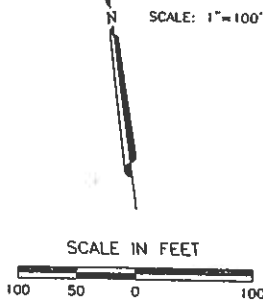
Emory Farms Commercial



EMORY FARMS
COMMERCIAL



LOCATION MAP
N.T.S.



LEGEND

•	1/2" REBAR FOUND
○	1/2" REBAR WITH CAP SET
◦	CALCULATED POINT
W/W.W.E.	WATER & WASTEWATER EASMT.
J.A.E.	JOINT ACCESS EASMT.
D.E.	DRAINAGE EASMT.
P.U.E.	PUBLIC UTILITY EASMT.

RECEIVED BY
CITY OF HUTTO

SEP 27 2007

COMMUNITY DEVELOPMENT
DEPARTMENT

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
2807 Manchaca Rd., Building 1
Austin, Texas 78704
512-443-1724

PROJECT NO.:
420-001
DRAWING NO.:
420-001-PL4
PLOT DATE:
09/04/07
PLOT SCALE:
1"=100'
DRAWN BY:
COD
SHEET
01 OF 02

WHISTLING STRAITS, L.P.
REM. OF 137.448 ACRES
2004073689

EMORY FARMS AVE.
(70' R.O.W.)

EMORY FARMS AVE.
(90' R.O.W.)

S82°23'05"E 227.61'
50' J.A.E.
D.E. & P.U.E. 10' LANDSCAPE EASMT.
DOC. 2007053818

LOT 1
1.405 ACRES
W/W.W.E.
DOC. 2005031585

S82°02'31"E 346.80'
124.25'
50' J.A.E.
D.E. & P.U.E.

LOT 2
1.020 ACRES
50' J.A.E.
D.E. & P.U.E.

S82°02'31"E 350.63'
50' J.A.E.
D.E. & P.U.E.

LOT 3
1.032 ACRES
40' J.A.E.
D.E. & P.U.E.

S82°02'31"E 354.47'
200'

LOT 4
1.043 ACRES
S82°02'31"E 358.30'

LOT 5
1.204 ACRES
50' J.A.E.
D.E. & P.U.E.

S82°02'31"E 362.68'
40' J.A.E.
D.E. & P.U.E.

LOT 6
1.236 ACRES
25' J.A.E.
D.E. & P.U.E.

200'

LOT 7
1.204 ACRES
50' J.A.E.
D.E. & P.U.E.

S82°02'31"E 351.59'
50' J.A.E.
D.E. & P.U.E.

LOT 8
1.204 ACRES
50' J.A.E.
D.E. & P.U.E.

S82°02'31"E 351.59'
50' J.A.E.
D.E. & P.U.E.

LOT 9
1.204 ACRES
50' J.A.E.
D.E. & P.U.E.

S82°02'31"E 351.59'
50' J.A.E.
D.E. & P.U.E.

LOT 10
1.204 ACRES
50' J.A.E.
D.E. & P.U.E.

S82°02'31"E 351.59'
50' J.A.E.
D.E. & P.U.E.

LOT 11
1.204 ACRES
50' J.A.E.
D.E. & P.U.E.

S82°02'31"E 351.59'
50' J.A.E.
D.E. & P.U.E.

LOT 12
1.204 ACRES
50' J.A.E.
D.E. & P.U.E.

S82°02'31"E 351.59'
50' J.A.E.
D.E. & P.U.E.

LOT 13
1.204 ACRES
50' J.A.E.
D.E. & P.U.E.

S82°02'31"E 351.59'
50' J.A.E.
D.E. & P.U.E.

LOT 14
1.204 ACRES
50' J.A.E.
D.E. & P.U.E.

S82°02'31"E 351.59'
50' J.A.E.
D.E. & P.U.E.

LOT 15
1.204 ACRES
50' J.A.E.
D.E. & P.U.E.

S82°02'31"E 351.59'
50' J.A.E.
D.E. & P.U.E.

LOT 16
1.204 ACRES
50' J.A.E.
D.E. & P.U.E.

S82°02'31"E 351.59'
50' J.A.E.
D.E. & P.U.E.

LOT 17
1.204 ACRES
50' J.A.E.
D.E. & P.U.E.

S82°02'31"E 351.59'
50' J.A.E.
D.E. & P.U.E.

LOT 18
1.204 ACRES
50' J.A.E.
D.E. & P.U.E.

S82°02'31"E 351.59'
50' J.A.E.
D.E. & P.U.E.

LINE TABLE

No.	BEARING	LENGTH
L1	S76°45'22"E	102.21'
L2	N83°33'51"W	15.03'
L3	S06°38'11"W	80.65'

CURVE TABLE

NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	90°26'04"	15.00'	15.11'	23.68'	21.29'	S37°06'25"E
C2	2°16'36"	3205.00'	63.68'	127.35'	127.34'	S07°22'15"W
C3	2°07'30"	3205.00'	59.44'	118.87'	118.86'	S09°34'18"W

LOT 1
BLOCK A
FINAL PLAT OF
TOWNWEST COMMONS SECTION
FOUR
(CC/292)

LOT 2
TOWNWEST COMMONS
SECTION 3
(CC/157)

LOT 3
TOWNWEST COMMONS
SECTION 3
(CC/157)

LOT 4
TOWNWEST COMMONS
SECTION 3
(CC/157)

LOT 5
TOWNWEST COMMONS
SECTION 3
(CC/157)

LOT 6
TOWNWEST COMMONS
SECTION 3
(CC/157)

LOT 7
TOWNWEST COMMONS
SECTION 3
(CC/157)

LOT 8
TOWNWEST COMMONS
SECTION 3
(CC/157)

LOT 9
TOWNWEST COMMONS
SECTION 3
(CC/157)

LOT 10
TOWNWEST COMMONS
SECTION 3
(CC/157)

LOT 11
TOWNWEST COMMONS
SECTION 3
(CC/157)

LOT 12
TOWNWEST COMMONS
SECTION 3
(CC/157)

LOT 13
TOWNWEST COMMONS
SECTION 3
(CC/157)

LOT 14
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SECTION 3
(CC/157)

LOT 15
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SECTION 3
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LOT 16
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LOT 32
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SECTION 3
(CC/157)

LOT 33
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SECTION 3
(CC/157)

LOT 34
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STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT CBR CR 119, L.P., ACTING HEREIN BY AND THROUGH ROBERT M. CASTLE, MANAGING PARTNER, BEING THE OWNER OF A PORTION OF 7.005 ACRES IN THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225, WILLIAMSON COUNTY, TEXAS, CONVEYED BY SPECIAL WARRANTY DEED, DATED SEPTEMBER 20, 2004, OF RECORD IN DOCUMENT NO. 2004073698 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

DO HEREBY SUBDIVIDE 6.940 ACRES OUT OF SAID TRACT, IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE ACTS, HERETOFORE TO BE CALLED "EMORY FARMS COMMERCIAL" AND DO HEREBY DEDICATE TO THE PUBLIC ALL STREETS AND EASEMENTS SHOWN HEREON UNLESS OTHERWISE INDICATED, AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

Robert M. Castle
ROBERT M. CASTLE, MANAGING PARTNER
CBR CR 119, L.P.
519 TRADESMEN'S PARK DRIVE
HUTTO, TX. 78634
512-759-3763

09/05/07
DATE

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT M. CASTLE, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

Louisa J. Kelley NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
SIGNATURE AND DATE

Louisa J. Kelley PRINTED NAME OF NOTARY AND NOTARY STAMP

3/1/11 DATE NOTARY COMMISSION EXPIRES



EMORY FARMS COMMERCIAL

METES AND BOUNDS DESCRIPTION

6.940 ACRES
NATHANIEL EDWARDS SURVEY

A DESCRIPTION OF 6.940 ACRES (302301 S.F.) OF LAND IN THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 7.005 ACRE TRACT OF LAND DESCRIBED TO CBR CR 119, L.P., BY SPECIAL WARRANTY DEED EXECUTED SEPTEMBER 15, 2004 AND RECORDED SEPTEMBER 20, 2004 IN DOCUMENT NO. 2004073698 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 6.940 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with found in the west right-of-way line of Ed Schmidt Boulevard (C.R. 119, right-of-way width varies) for the southeast corner of said 7.005 acre tract and the northeast corner of Lot 5, Block A, Final Plat of Townwest Commons Section 3, a subdivision of record in Cabinet CC, Slide 157 of the Plat Records of Williamson County, Texas;

THENCE North 82°22'56" West, with the south line of the 7.005 acre tract and the north line of said Lot 5, a distance of 351.59 feet to a 1/2" rebar found for the southwest corner of the 7.005 acre tract, the northwest corner of Lot 5 and the southeast corner of Lot 15, Block A, Emory Farms Section One, a subdivision of record in Cabinet CC, Slide 134 of the Plat Records of Williamson County, Texas;

THENCE North 07°57'29" East, with the west line of the 7.005 acre tract and the east line of said Block A, Emory Farms Section One, a distance of 864.95 feet to a 1/2" rebar found in the south right-of-way line of Emory Farms Avenue (right-of-way width varies), for the northwest corner of the 7.005 acre tract and the northeast corner of Lot 2, Block A, Emory Farms Section One;

THENCE over and across the 7.005 acre tract with the south right-of-way line of said Emory Farms Avenue, the following three (3) courses:

1. South 76°45'22" East, a distance of 102.21 feet to a 1/2" rebar with cap set;
2. South 82°23'05" East, a distance of 227.61 feet to a 1/2" rebar with cap set for a point of curvature;
3. Along a curve to the right having a radius of 15.00 feet, an arc length of 23.68 feet and chord which bears South 37°06'25" East, a distance of 21.29 feet to a 1/2" rebar with cap set for a point of curvature in the west right-of-way line of said Ed Schmidt Boulevard (C.R. 119) and the east line of the 7.005 acre tract;

THENCE with the west right-of-way line of Ed Schmidt Boulevard and the east line of the 7.005 acre tract, the following four (4) courses:

4. Along a curve to the left having a radius of 3205.00 feet, an arc length of 127.35 feet and chord which bears South 07°22'15" West, a distance of 127.34 feet to a 1/2" rebar with cap found;
5. South 06°14'09" West, a distance of 631.69 feet to a 1/2" rebar with cap set;
6. North 83°33'51" West, a distance of 15.03 feet to a 1/2" rebar with cap found;
7. South 06°38'11" West, a distance of 80.65 feet to the POINT OF BEGINNING, containing 6.940 acres of land, more or less.

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, CLARK O. DANIEL, JR., REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF AN ON-THE-GROUND SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF DECEMBER 2003, THAT ALL CORNER MONUMENTS WERE RECOVERED OR SET IN THE PLAT RECORDS OF SAID COUNTY IN COMPLIANCE WITH THE SUBDIVISION ORDINANCES OF THE CITY OF HUTTO, TEXAS.

Clark O. Daniel, Jr.
CLARK O. DANIEL, JR. R.P.L.S. NO. 5861

9-04-2007
DATE



STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, BARRY CAMPBELL, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF HUTTO, TEXAS.

NO PORTION OF THIS SUBDIVISION IS WITHIN THE 100-YEAR FLOODPLAIN AS SHOWN ON FEMA MAP 48491C0244C, EFFECTIVE DATE SEPTEMBER 27, 1991, AS SHOWN HEREON.

Barry Campbell, P.E.
BARRY CAMPBELL, P.E.
TEXAS REGISTRATION NO.
7113 BURNET ROAD, SUITE 212
AUSTIN, TEXAS, 78757
512-452-4008

9/5/07
DATE



PLAT NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
2. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
3. THE BASIS OF BEARING OF THE SURVEY IS GRID AZIMUTH FOR TEXAS CENTRAL ZONE, 1983/93 HARN VALUES FROM LCRA CONTROL NETWORK.
4. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO USES OTHER THAN SINGLE FAMILY RESIDENTIAL.
5. EACH LOT IN THIS SUBDIVISION SHALL PROVIDE FOR ON-SITE STORMWATER DETENTION.
6. DEVELOPMENT OF THIS SUBDIVISION SHALL COMPLY WITH APPLICABLE ZONING ORDINANCES OF THE CITY OF HUTTO, INCLUDING:
 - A. REQUIRED PROPERTY LINE SETBACKS.
 - B. BUILDING COVERAGE AND/OR IMPERVIOUS COVER LIMITATIONS
7. DEVELOPMENT OF LOTS WITHIN THIS SUBDIVISION SHALL CONFORM TO CITY OF HUTTO LANDSCAPE ORDINANCE REQUIREMENTS.
8. WATER AND WASTEWATER UTILITIES FOR THIS SITE SHALL BE PROVIDED BY THE CITY OF HUTTO.
9. ACCESS TO ED SCHMIDT BLVD. (CR119) AND EMORY FARMS AVE IS RESTRICTED TO LOCATIONS SHOWN. RECIPROCAL ACCESS AGREEMENT DOCUMENT IS RECORDED IN 2007082403 WILLIAMSON COUNTY, TEXAS.

APPROVAL CITY OF HUTTO

PASSED AND APPROVED BY THE HUTTO CITY COUNCIL ON THE 2ND DAY OF July, 2007 A.D., AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

Kenneth L. Love 9/5/2007 Debbie Chalf 9-8-07
MAYOR KENNETH L. LOVE DATE CITY SECRETARY DEBBIE CHALF DATE

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, NANCY RISTER, CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 26TH DAY OF SEPTEMBER, 2007 A.D., AT 1:45 O'CLOCK P.M., AND DULY RECORDED THIS THE 26TH DAY OF SEPTEMBER, 2007 A.D., AT 1:52 O'CLOCK, P.M., IN THE PLAT RECORDS OF SAID COUNTY IN CABINET DD, SLIDES 336 AND 337

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK OF WILLIAMSON COUNTY, TEXAS

BY: William Wehling DEPUTY
WILLIAM WEHLING



RECEIVED BY
CITY OF HUTTO
SEP 27 2007
COMMUNITY DEVELOPMENT
DEPARTMENT

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
2807 Manchaca Rd., Building 1
Austin, Texas 78704
512-443-1724

PROJECT NO.:
420-001
DRAWING NO.:
420-001-PL4
PLOT DATE:
09/04/07
PLOT SCALE:
1"=100'
DRAWN BY:
COD
SHEET
02 OF 02

CABINET DD

SLIDE 337

CITY OF HUTTO

CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8A.

AGENDA DATE: August 01, 2019

PRESENTED BY:

ITEM:

Presentation of a continuous improvement strategy which provides a laser focus on the organization's goal to achieve revenue targets and operational expense saving targets through cross-functional teamwork.
(Allison Hosgood)

STRATEGIC GUIDE
POLICY:

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

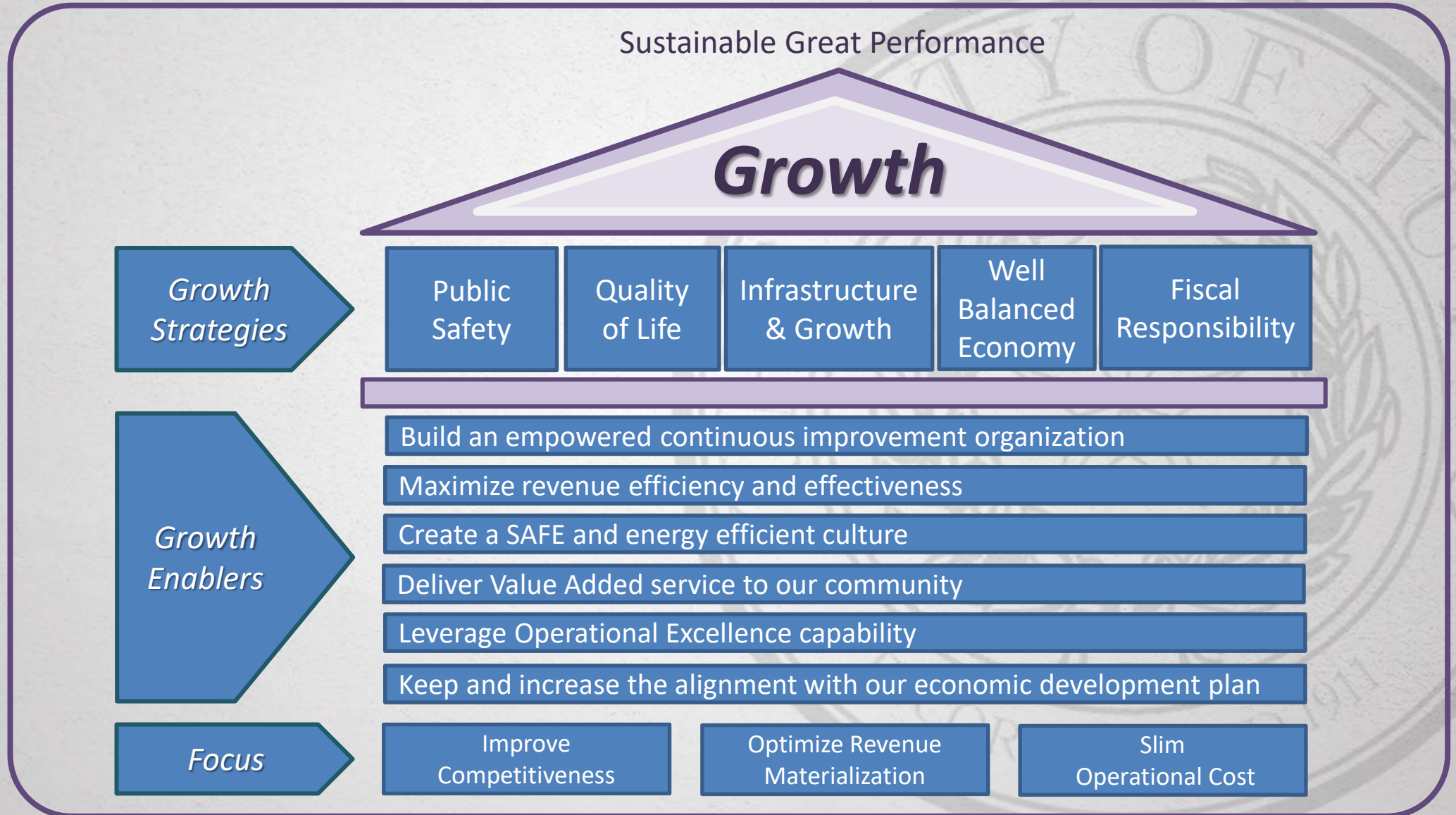
STAFF RECOMMENDATION:

SUPPORTING MATERIAL:

1. [LeanHutto - 39 R&OP Strategy](#)
2. [City of Hutto, R&OP Study](#)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

R&OP Cathedral: City of Hutto

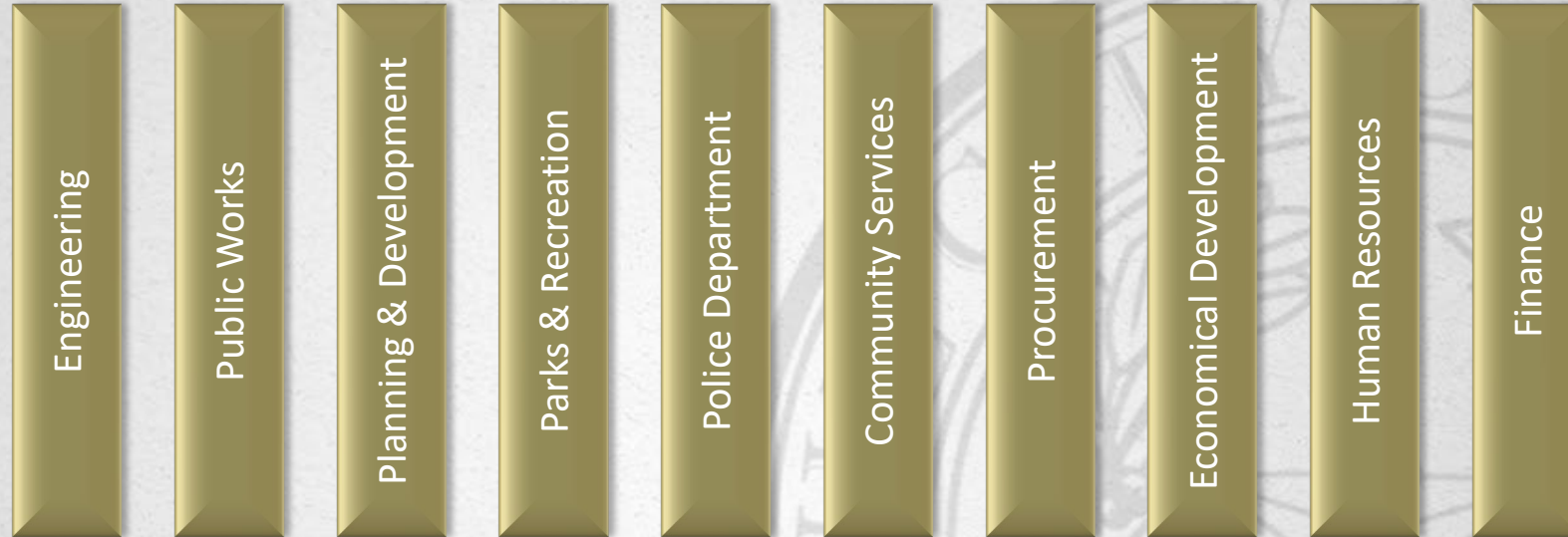


R&OP Cathedral: City of Hutto



LEAN Business Alignment –Operational Expenditures

How we're
Organized



Operational
Expenditures



LEAN Business Alignment –Operational Expenditure Analysis

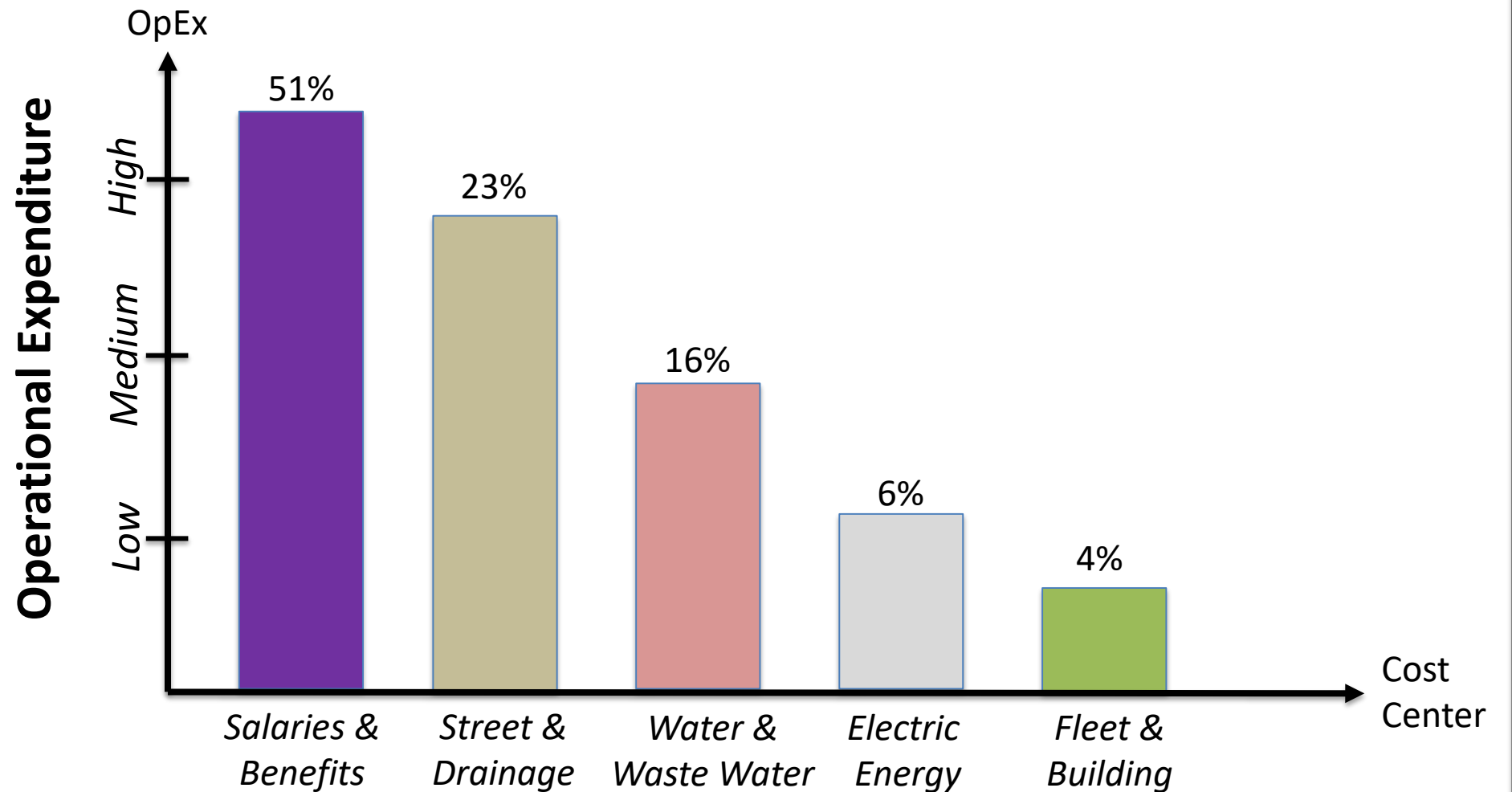
How we're
Organized

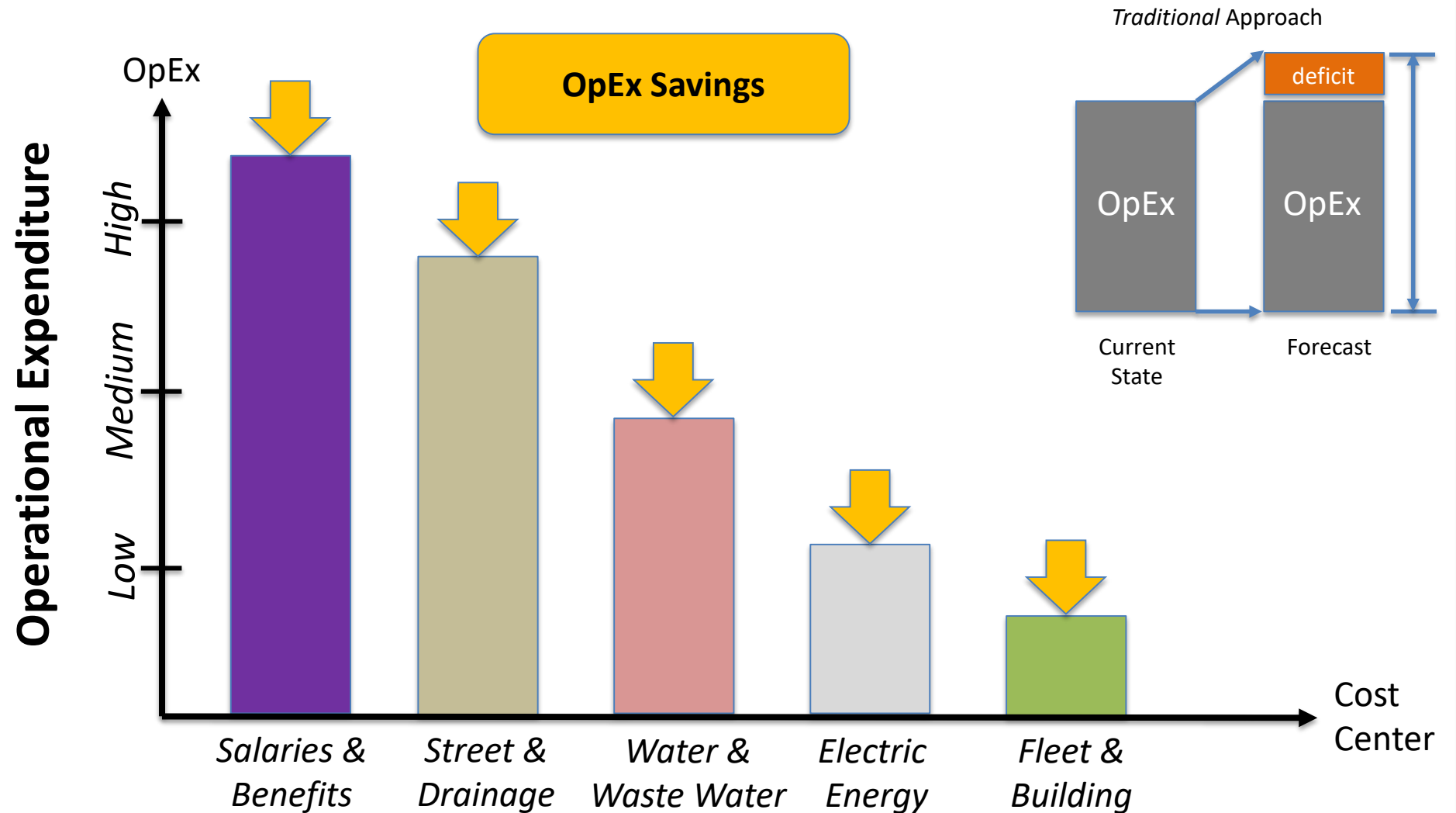


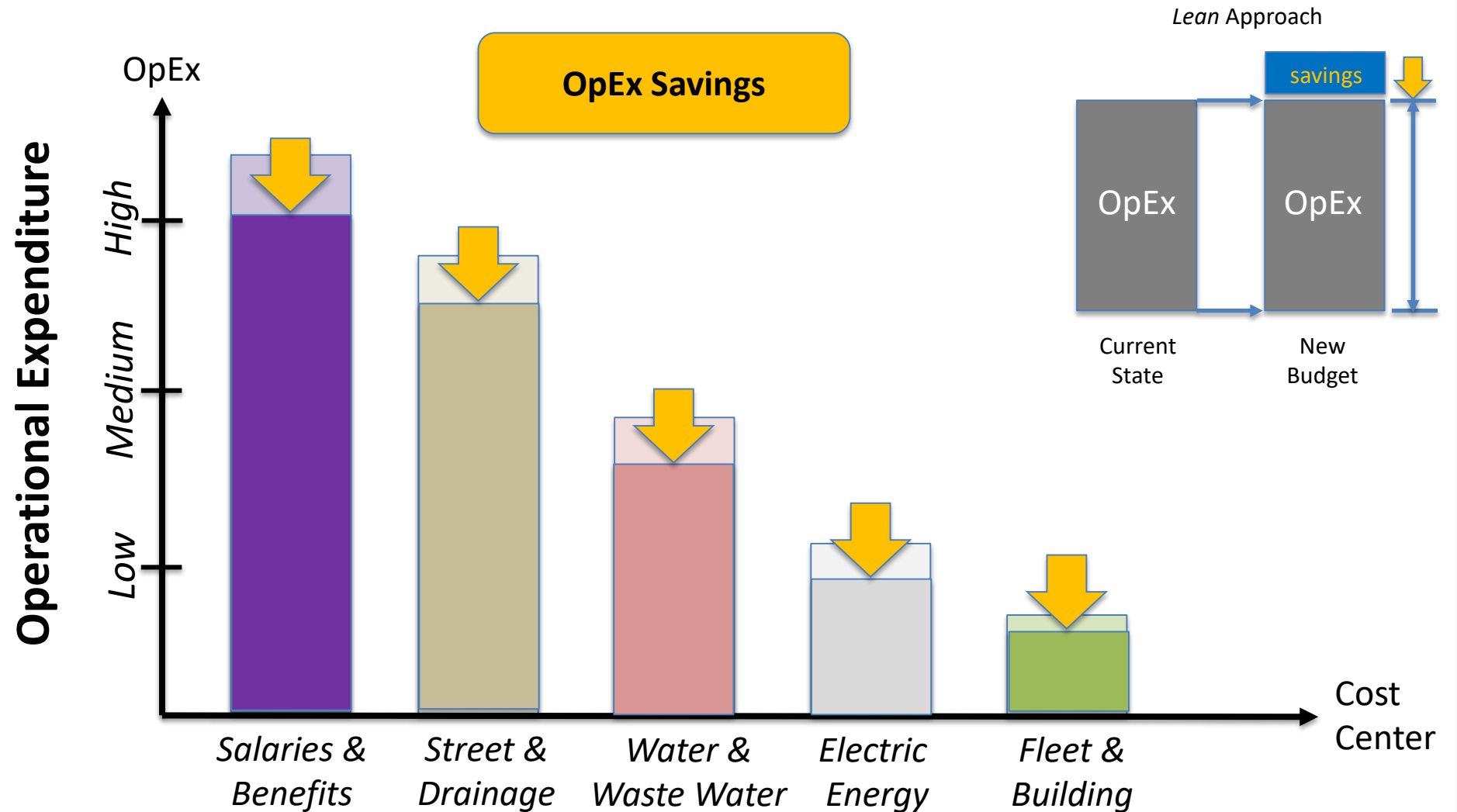
Operational
Expenditures



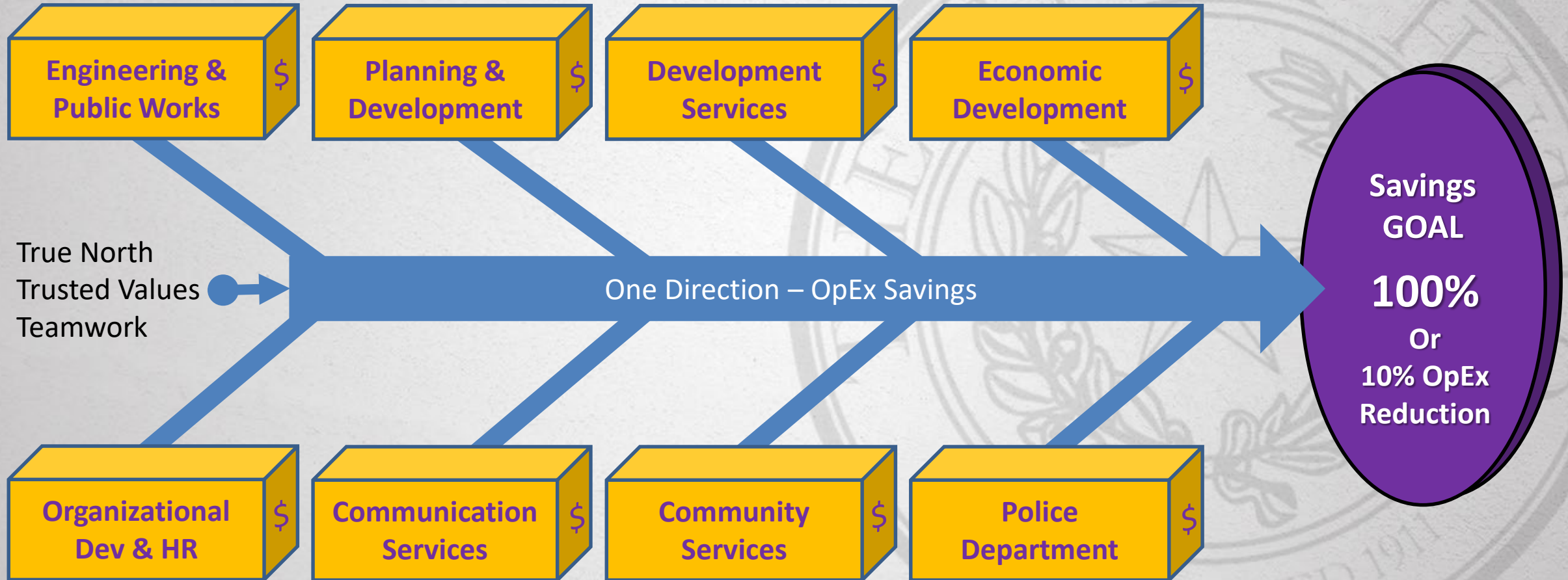
LEAN Finance – Operational Expenditure Pareto Analysis





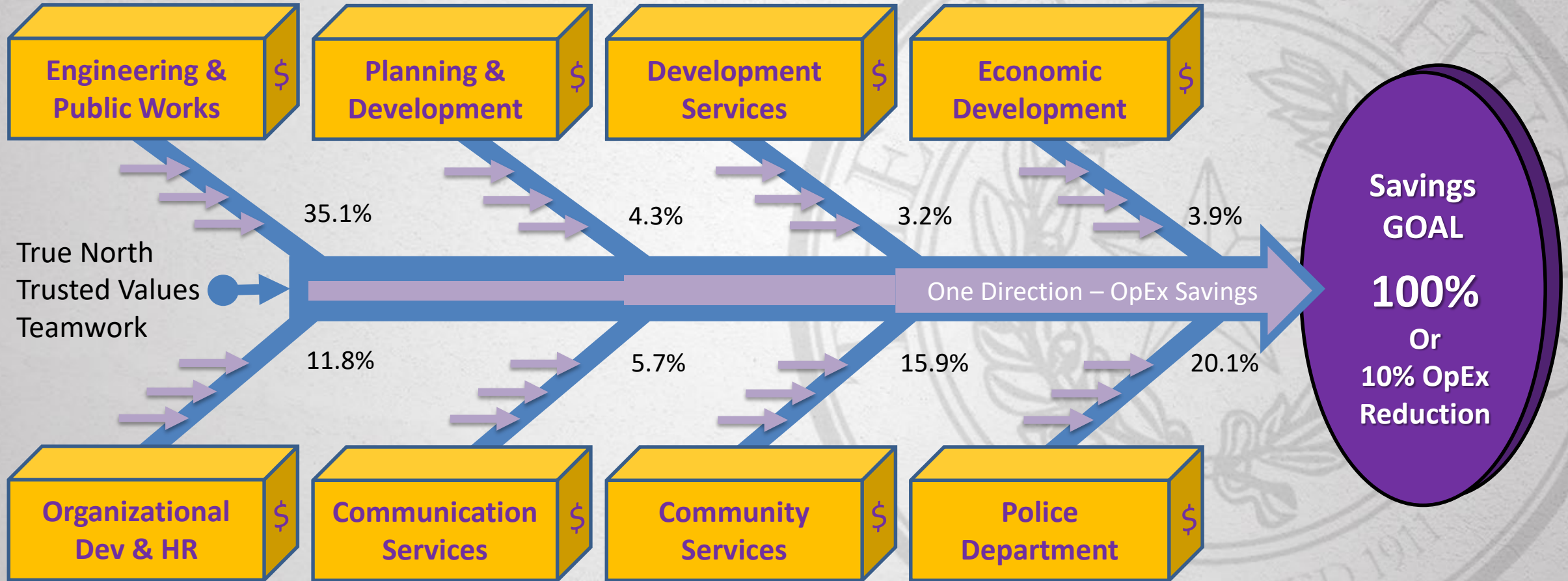


LEAN Finance – OpEx Savings Fishbone Analysis



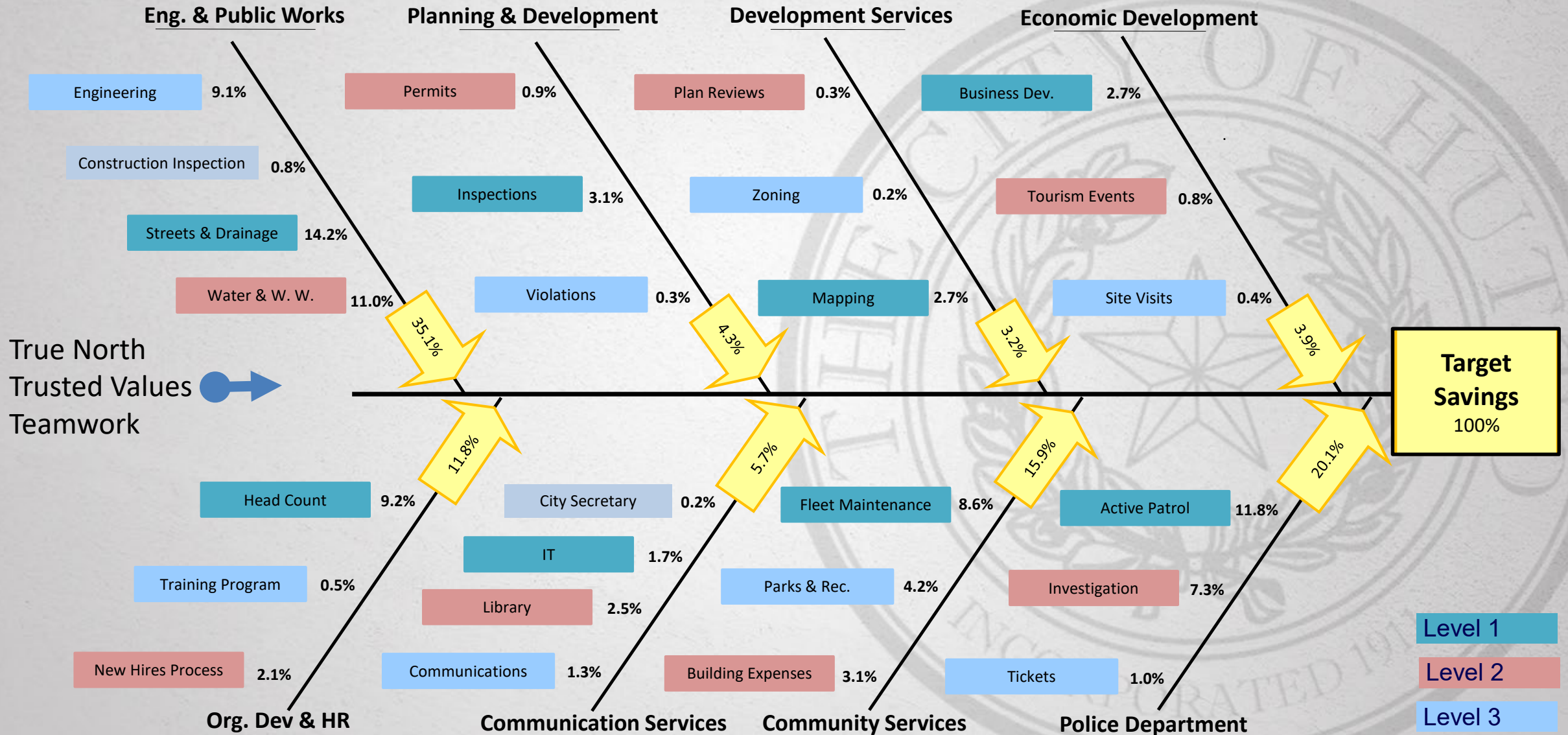
10% OpEx Reduction = \$2 MM

LEAN Finance – OpEx Savings Fishbone Analysis

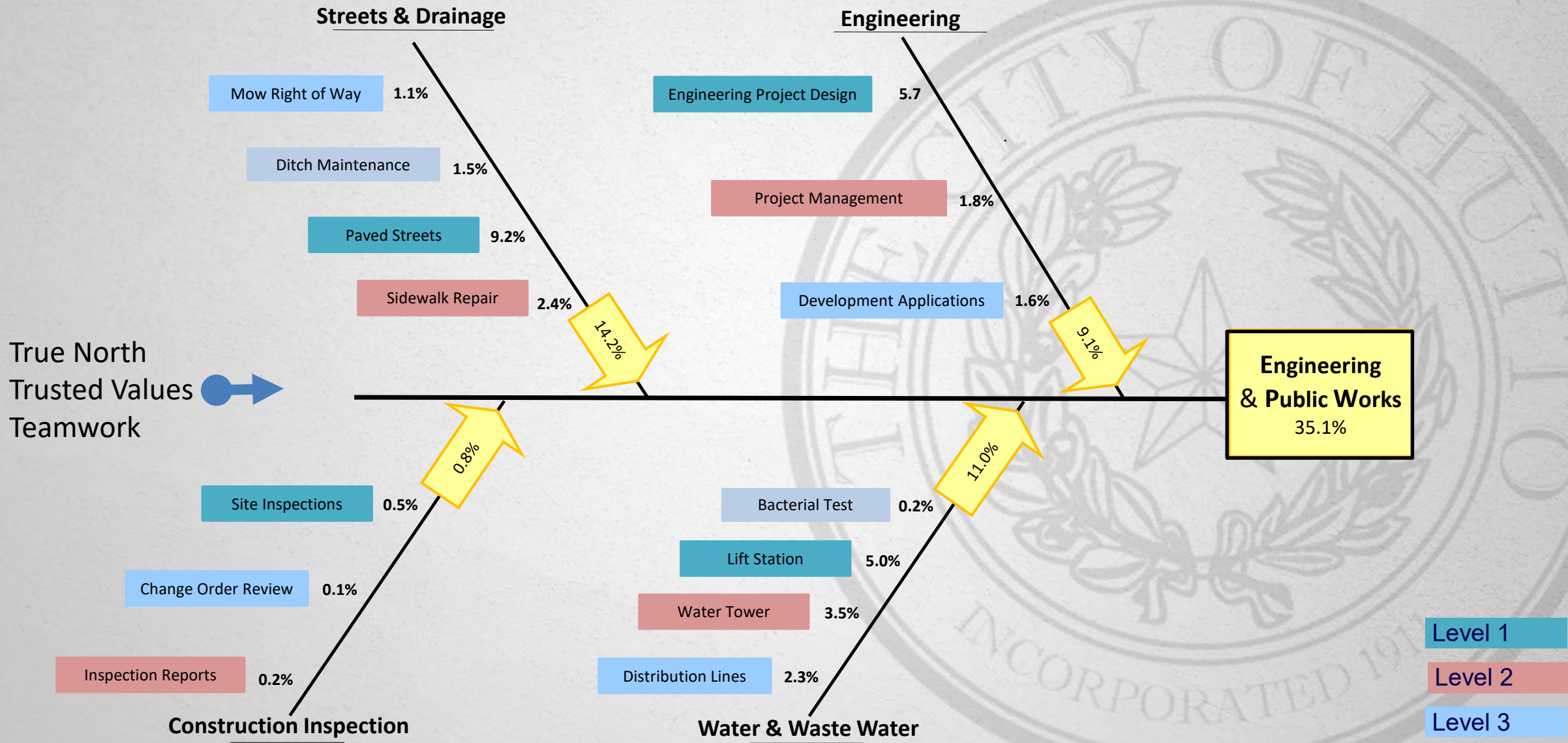


10% OpEx Reduction = \$2 MM

LEAN Finance – OpEx Savings Fishbone Analysis



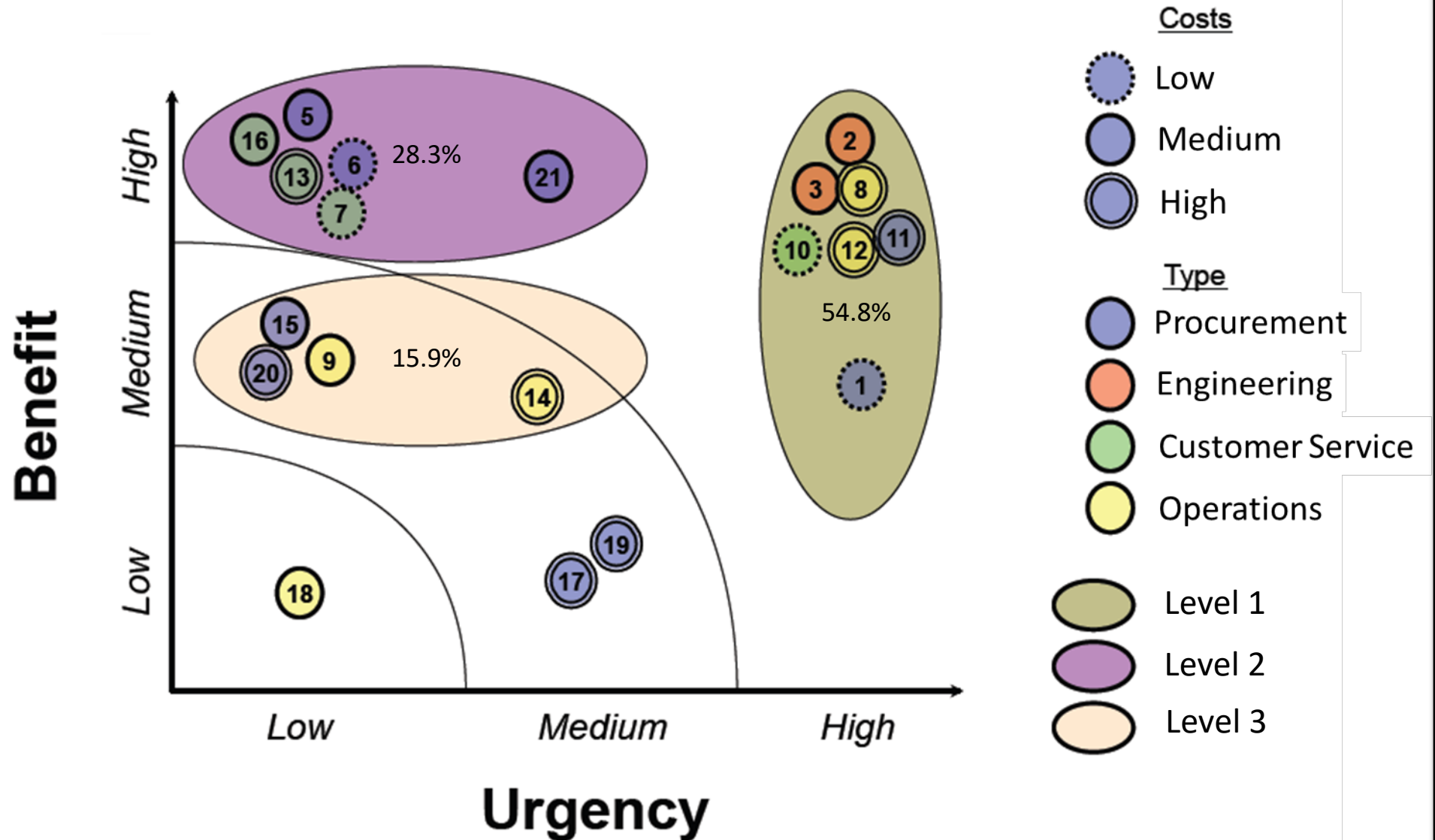
LEAN Finance – OpEx Savings Fishbone Analysis



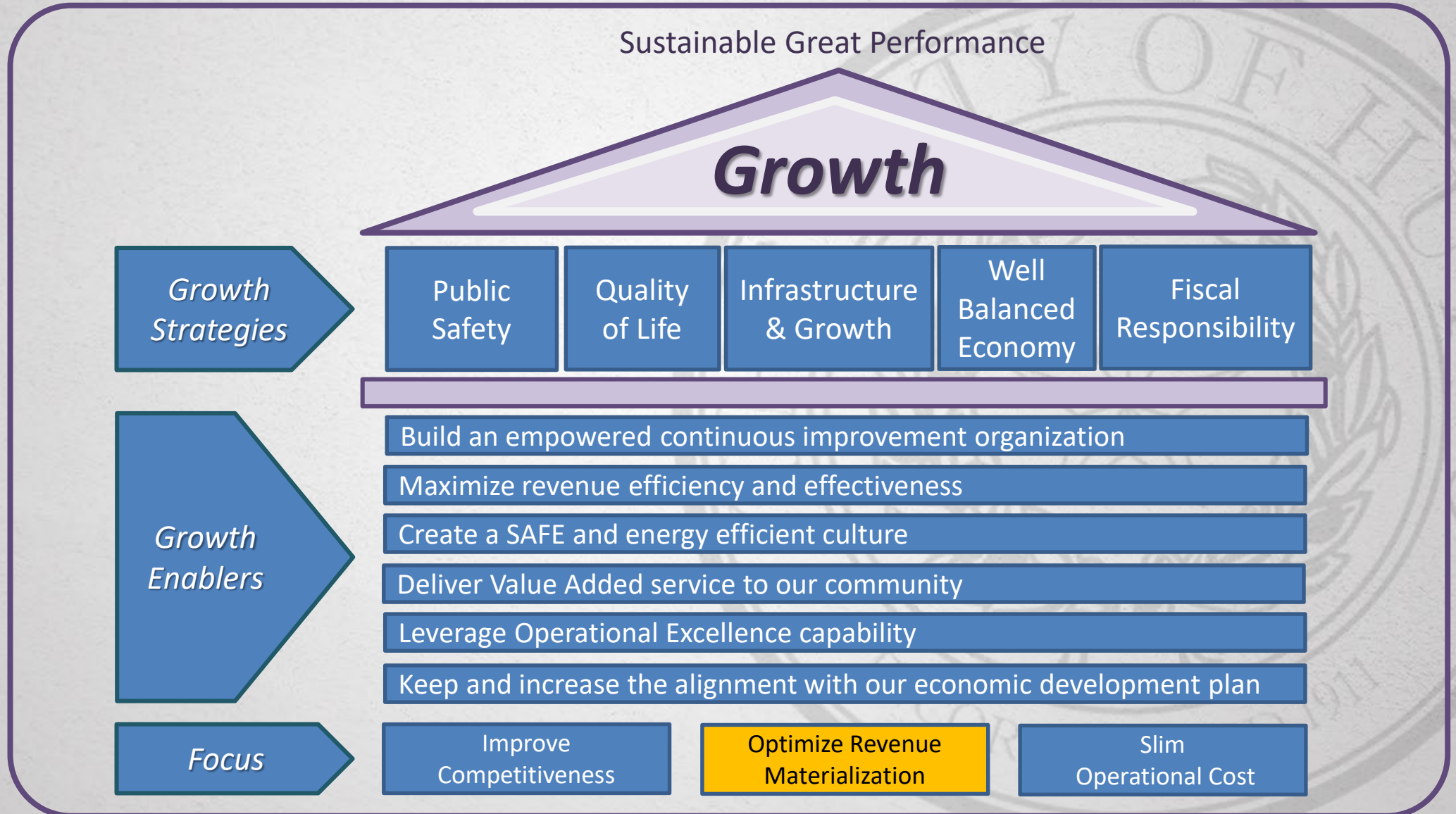
LEAN Finance – OpEx Savings Summary Matrix

	Level 1	Level 2	Level 3	Level 4	
Eng. & Public Works	Streets & Drainage 14.2%	Water & W. W. 11.0%	Engineering 9.1%	Construction Inspection 0.8%	35.1%
Planning & Development	Inspections 3.1%	Permits 0.9%	Violations 0.3%		4.3%
Development Services	Mapping 2.7%	Plan Reviews 0.3%	Zoning 0.2%		3.2%
Economic Development	Business Dev. 2.7%	Tourism Events 0.8%	Site Visits 0.4%		3.9%
Org. Dev & HR	Head Count 9.2%	New Hires Process 2.1%	Training Program 0.5%		11.8%
Communication Services	IT 2.5%	Library 1.7%	Communications 1.3%	City Secretary 0.2%	5.7%
Community Services	Fleet Maintenance 8.6%	Building Expenses 4.2%	Parks & Rec. 3.1%		15.9%
Police Department	Active Patrol 11.8%	Investigation 7.3%	Tickets 1.0%		20.1%
	54.8%	28.3%	15.9%	1.0%	Target Savings 100%

Prioritization –Benefit Urgency Matrix

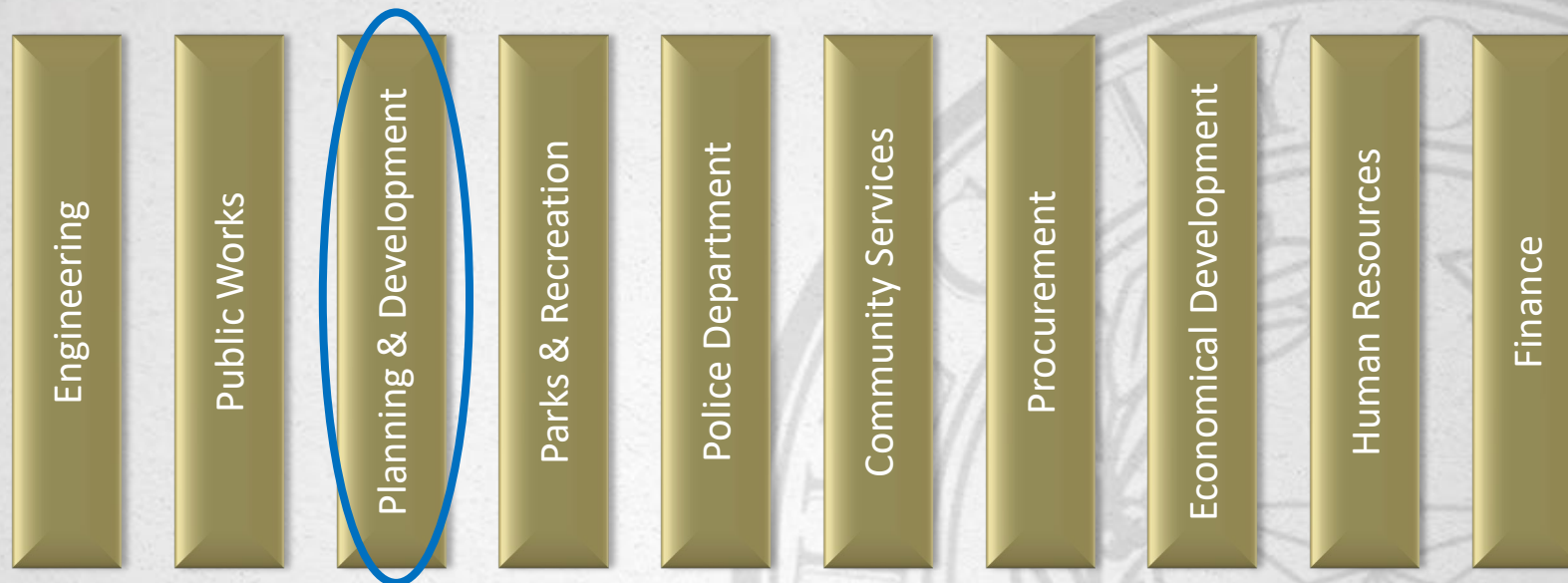


R&OP Cathedral: City of Hutto



LEAN Business Alignment –Revenue Materialization

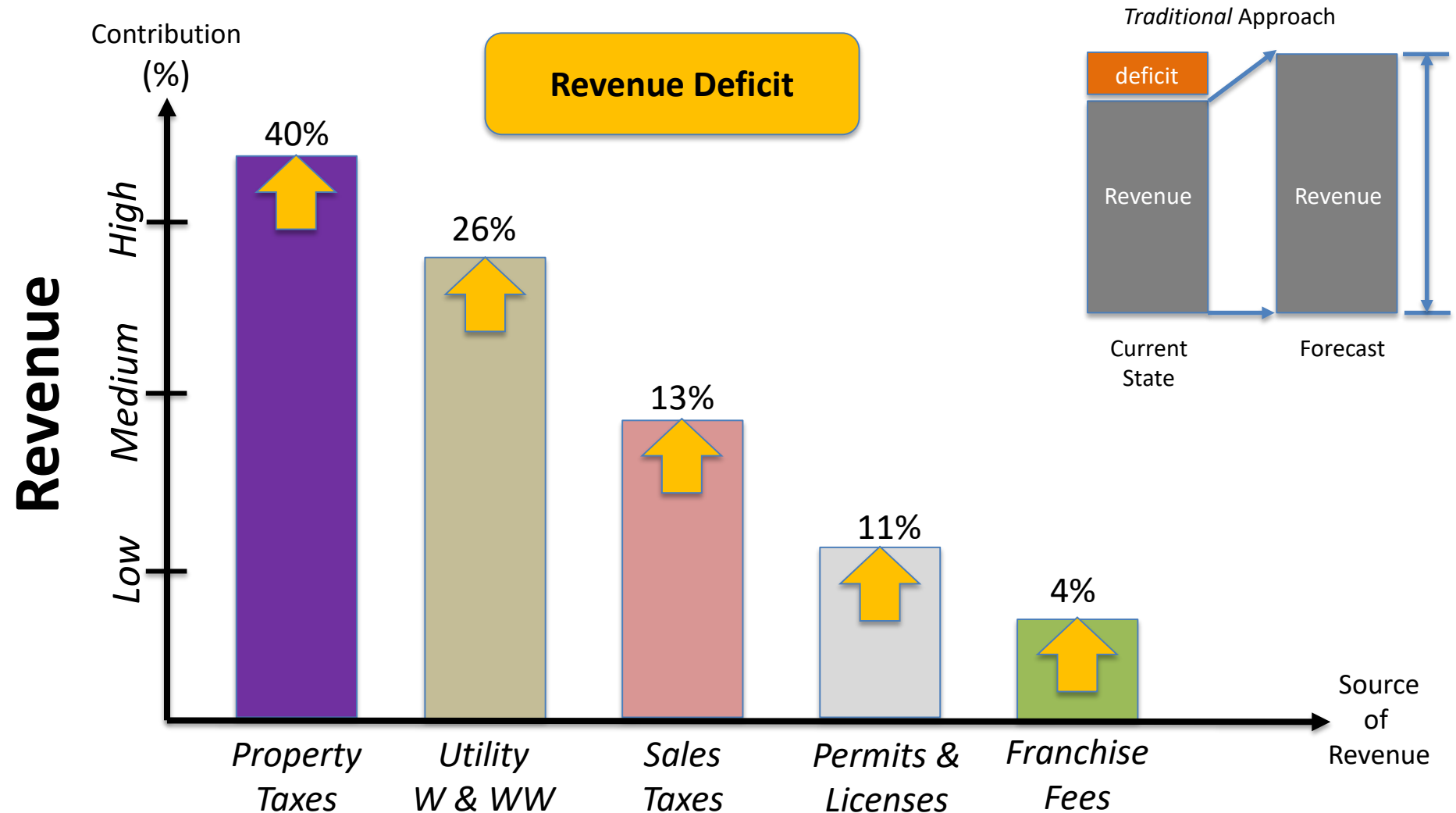
How we're
Organized



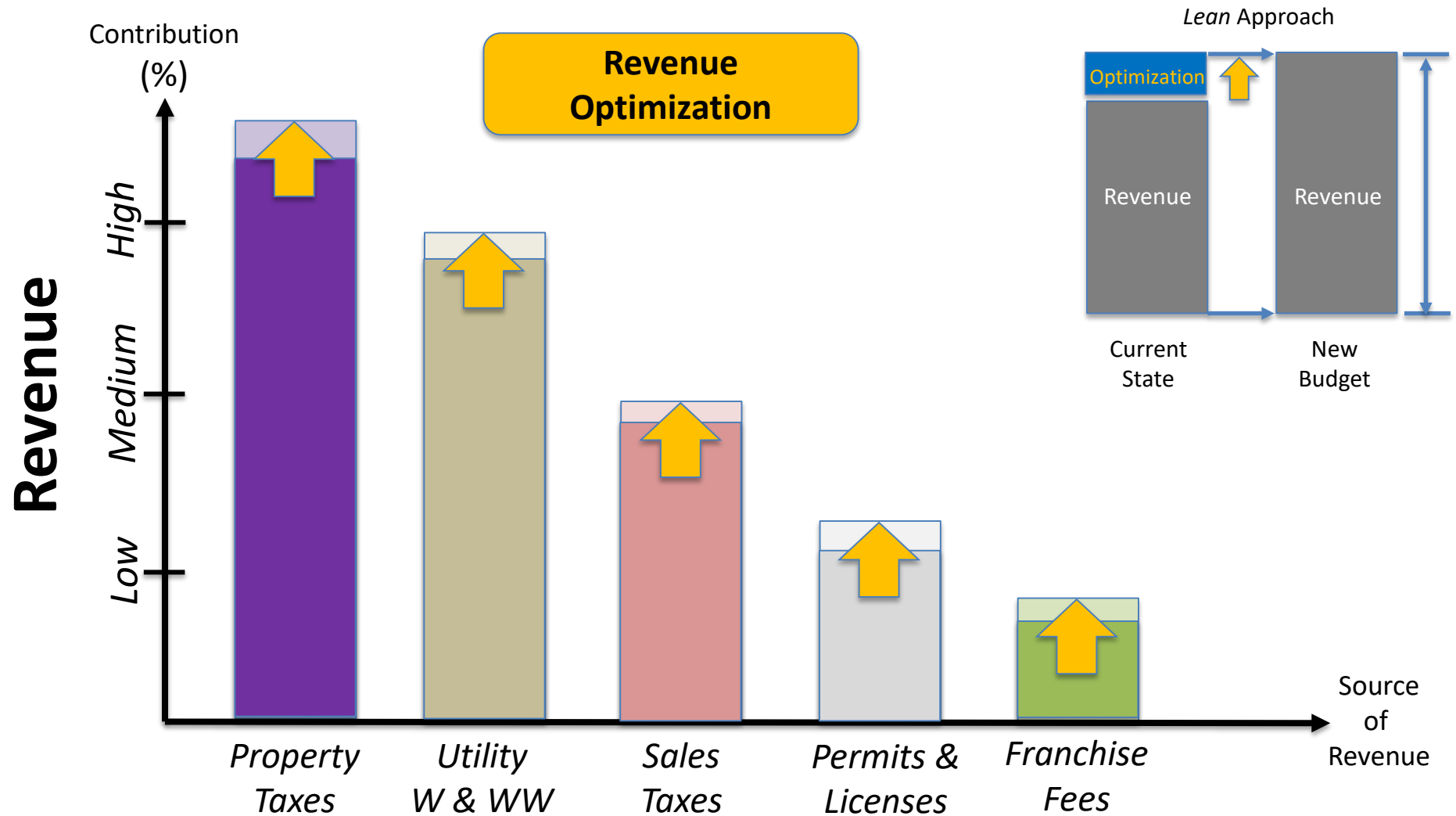
Revenue
Materialization



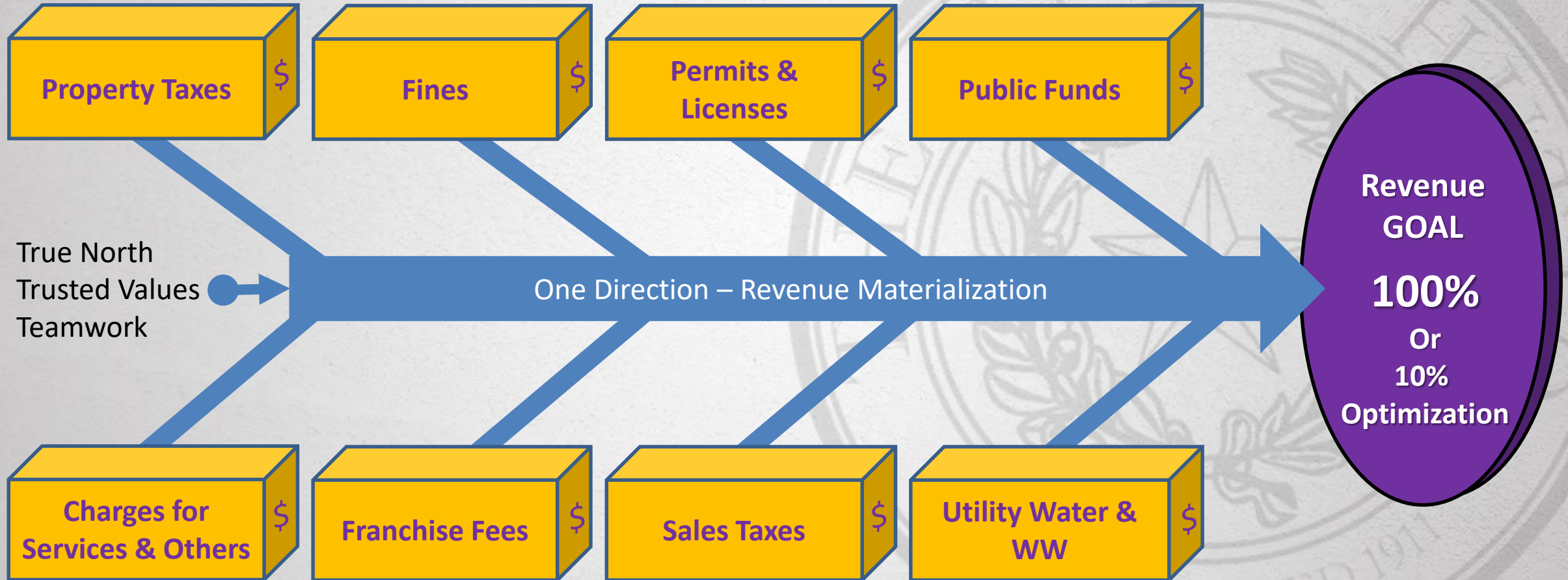
LEAN Finance – Revenue Materialization Pareto Analysis



LEAN Finance – Revenue Materialization Pareto Analysis

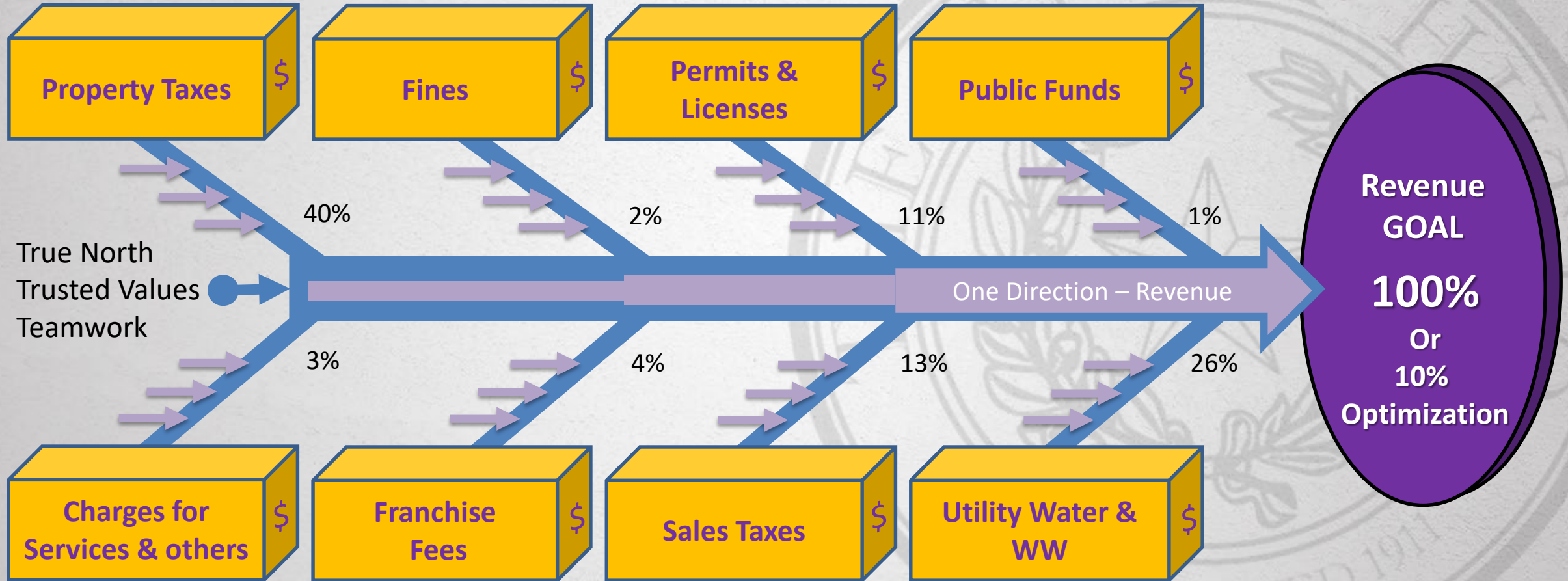


LEAN Finance – Revenue Fishbone Analysis



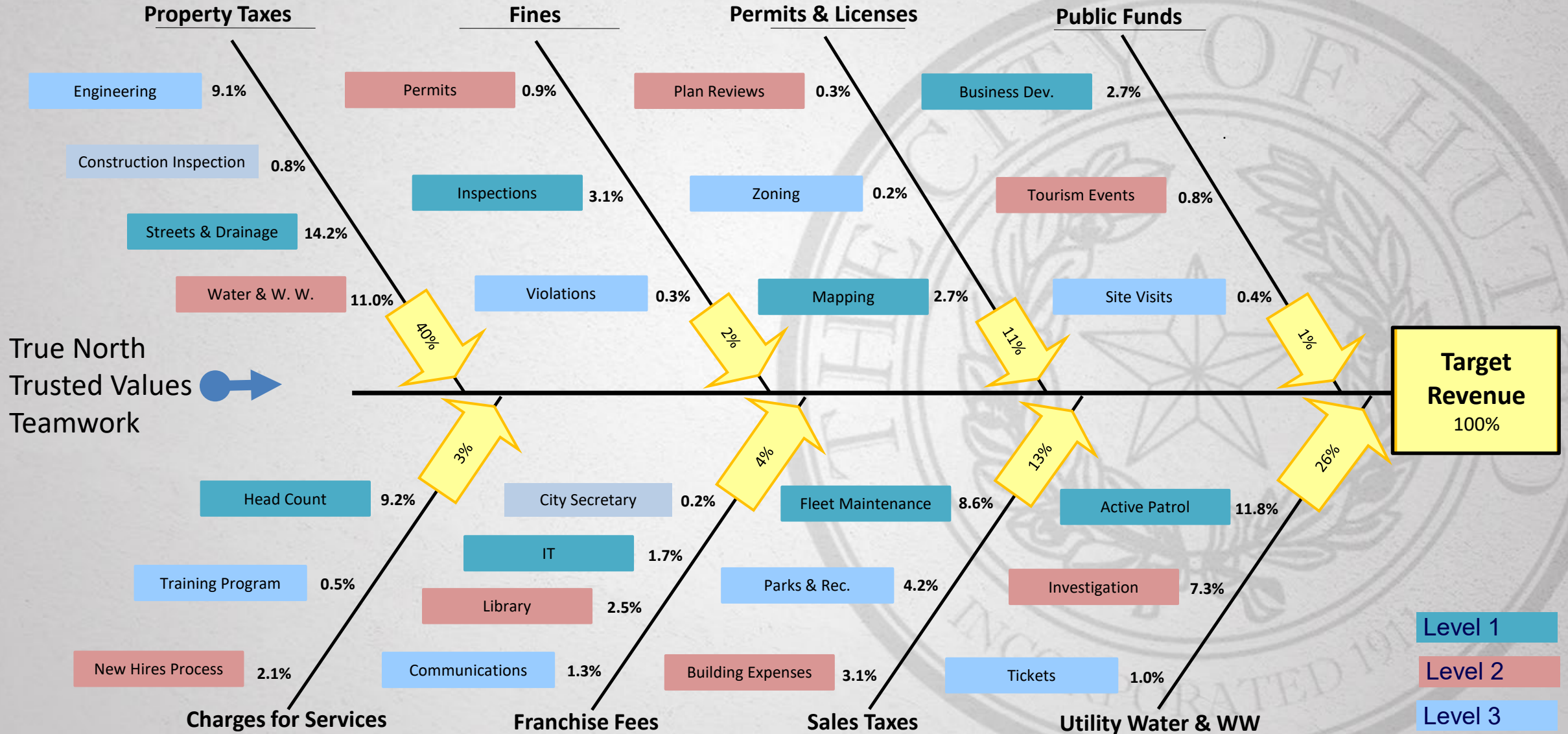
10% Optimization = \$2 MM

LEAN Finance – Revenue Fishbone Analysis



10% Optimization = \$2 MM

LEAN Finance – Revenue Fishbone Analysis



LEAN Finance – Revenue Summary Matrix

	Level 1	Level 2	Level 3	Level 4	
Eng. & Public Works	Streets & Drainage 14.2%	Water & W. W. 11.0%	Engineering 9.1%	Construction Inspection 0.8%	35.1%
Planning & Development	Inspections 3.1%	Permits 0.9%	Violations 0.3%		4.3%
Development Services	Mapping 2.7%	Plan Reviews 0.3%	Zoning 0.2%		3.2%
Economic Development	Business Dev. 2.7%	Tourism Events 0.8%	Site Visits 0.4%		3.9%
Org. Dev & HR	Head Count 9.2%	New Hires Process 2.1%	Training Program 0.5%		11.8%
Communication Services	IT 2.5%	Library 1.7%	Communications 1.3%	City Secretary 0.2%	5.7%
Community Services	Fleet Maintenance 8.6%	Building Expenses 4.2%	Parks & Rec. 3.1%		15.9%
Police Department	Active Patrol 11.8%	Investigation 7.3%	Tickets 1.0%		20.1%
	54.8%	28.3%	15.9%	1.0%	Target Revenue 100%

Benefits of Integrating Lean with Business Strategies

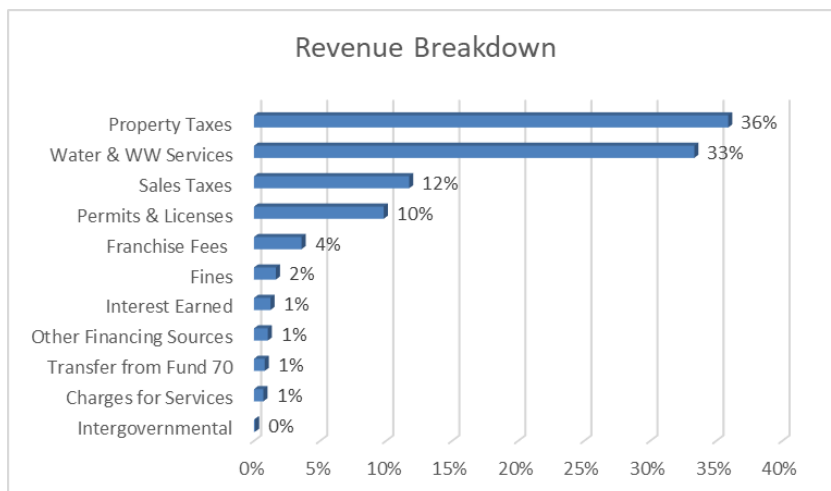
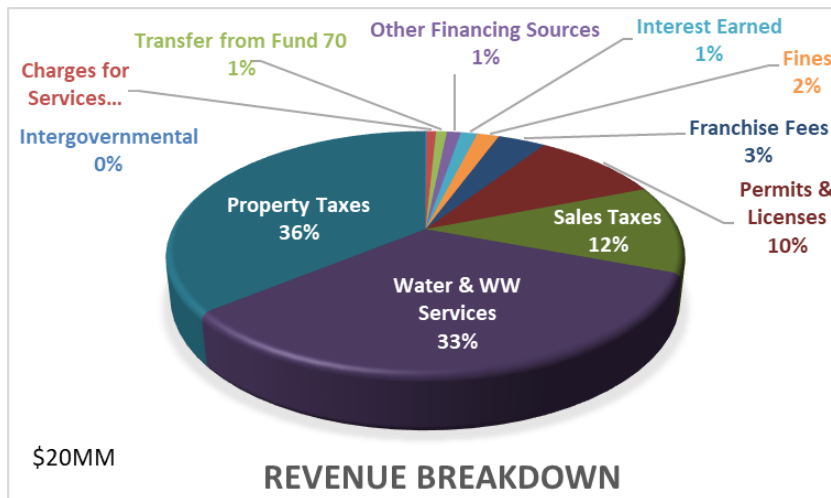
- Establish effective OpEx control measures (to eliminate Waste),
- Build cross-functional teamwork (one direction –True North),
- Reduce the Six costs of poor operation (COPOs), and
- Create a culture of continuous improvement (from leadership to the front line).

COPO = *Cost Of Poor Operation*

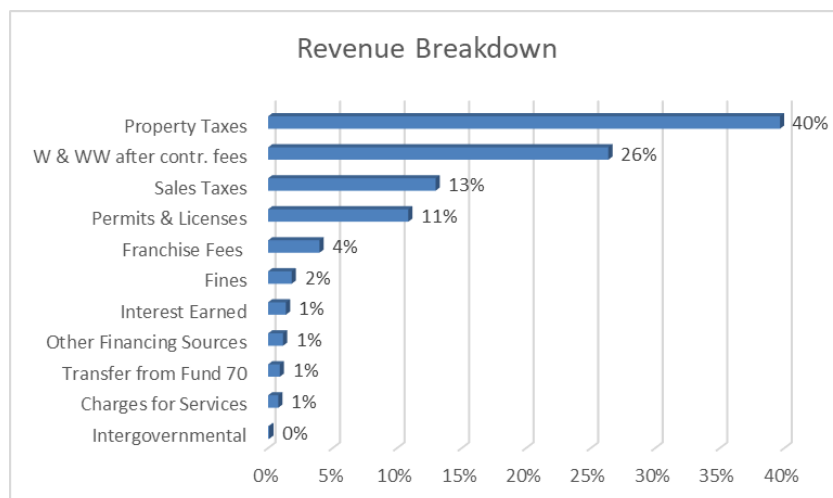
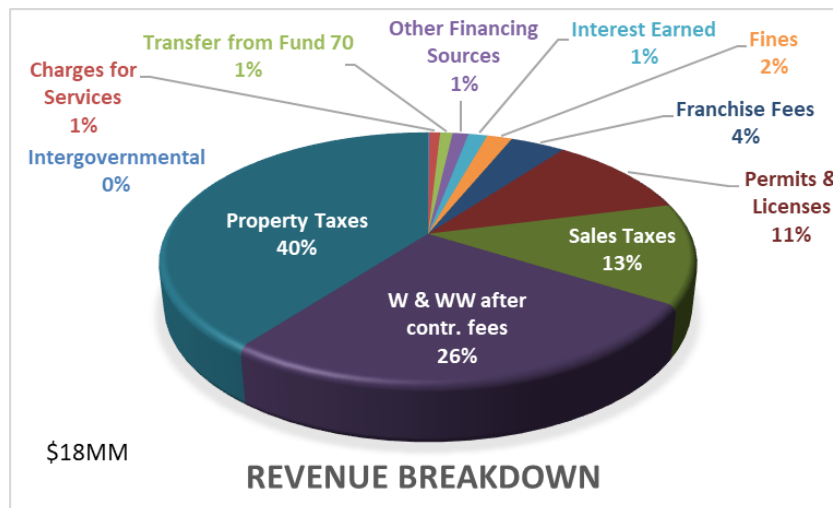
Questions & Answers



ALL FUNDS	Share	Revenue
Intergovernmental	0%	16,900.00
Charges for Services	1%	143,693.10
Transfer from Fund 70	1%	164,553.81
Other Financing Sources	1%	211,198.24
Interest Earned	1%	252,256.97
Fines	2%	334,035.20
Franchise Fees	4%	726,096.91
Permits & Licenses	10%	1,979,950.40
Sales Taxes	12%	2,366,897.63
Water & WW Services	33%	6,715,422.06
Property Taxes	36%	7,232,342.26
Total Revenue	100%	20,143,346.58

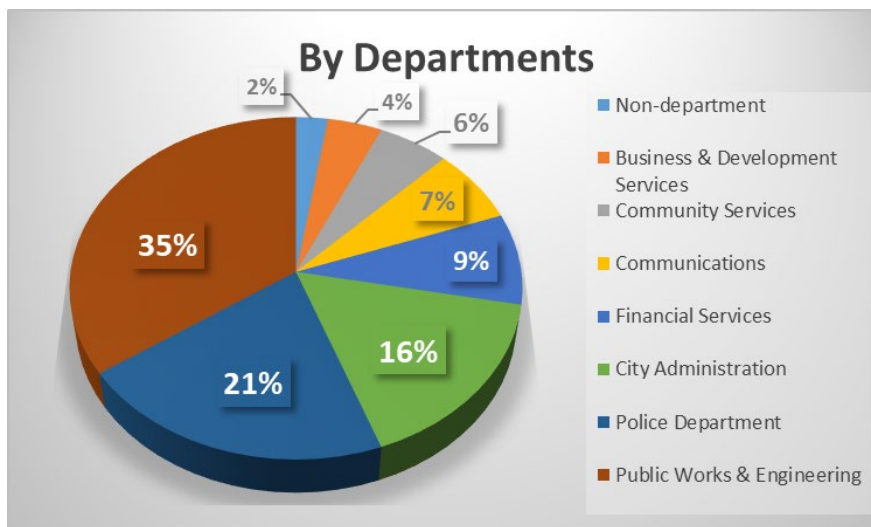
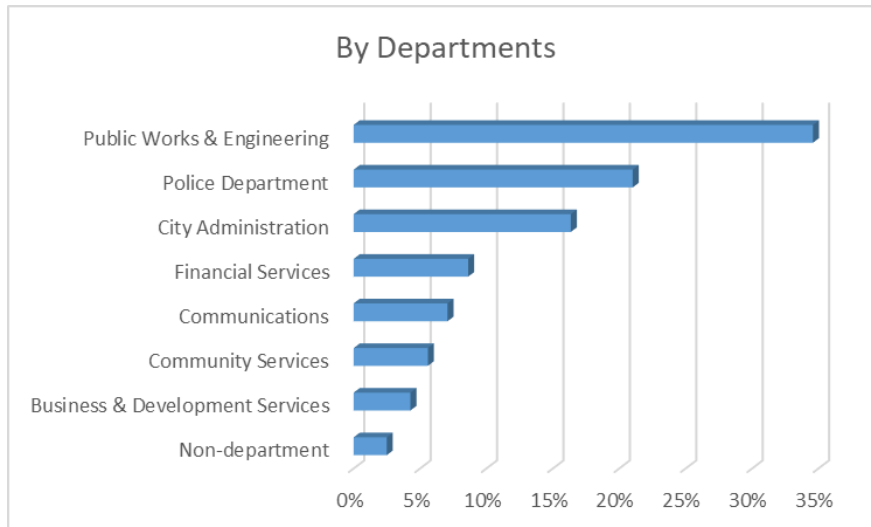


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Interest Earned	1%	252,256.97
Fines	2%	334,035.20
Franchise Fees	4%	726,096.91
Permits & Licenses	11%	1,979,950.40
Sales Taxes	13%	2,366,897.63
W & WW after contr. fees	26%	4,807,316.31
Property Taxes	40%	7,232,342.26
Total Revenue	100%	18,235,240.83



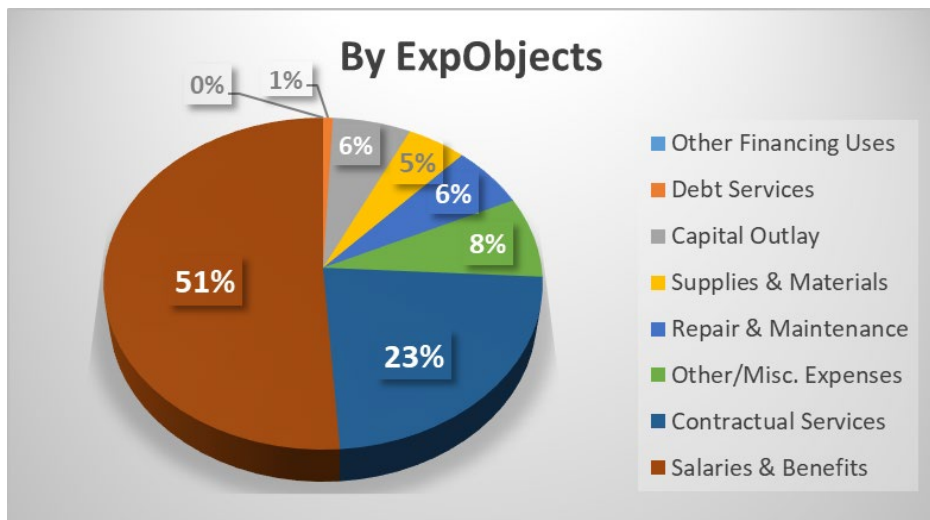
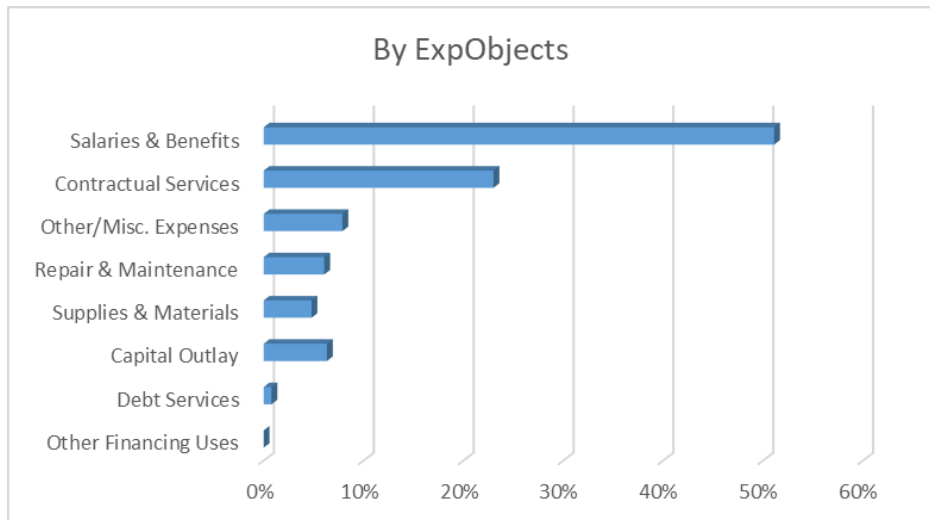
OpEx by Departments

By DEPARTMENTS				
SUMMARY	Share	Executed	Budget	Balance
Non-department	2%	496,039.11	7,791,976.00	7,295,936.89
Business & Development Services	4%	851,681.73	1,412,205.00	560,523.27
Community Services	6%	1,112,359.44	1,614,297.00	501,937.56
Communications	7%	1,406,913.11	1,791,065.00	384,151.89
Financial Services	9%	1,716,086.71	2,578,543.00	862,456.29
City Administration	16%	3,254,435.62	3,861,508.00	607,072.38
Police Department	21%	4,181,624.46	5,714,007.00	1,532,382.54
Public Works & Engineering	35%	6,882,743.93	8,779,640.00	1,896,896.07
TOTAL FUNDS: 10, 50, and 62	100%	19,901,884.11	33,543,241.00	13,641,356.89



OpEx by Objects

By ExpOBJECTS				
SUMMARY	Share	Executed	Budget	Balance
Other Financing Uses	0%	0.02	7,725,693.00	7,725,692.98
Debt Services	1%	155,482.72	337,795.00	182,312.28
Capital Outlay	6%	1,261,264.19	876,474.00	(384,790.19)
Supplies & Materials	5%	954,597.02	1,296,205.00	341,607.98
Repair & Maintenance	6%	1,208,276.35	1,612,400.00	404,123.65
Other/Misc. Expenses	8%	1,568,910.11	1,836,169.00	267,258.89
Contractual Services	23%	4,580,881.35	6,162,168.00	1,581,286.65
Salaries & Benefits	51%	10,172,223.51	13,696,337.00	3,524,113.49
TOTAL FUNDS: 10, 50, and 62				
	100%	19,901,635.27	33,543,241.00	13,641,605.73



CITY OF HUTTO

CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8B.

AGENDA DATE: August 1, 2019

PRESENTED BY:

ITEM:

Budget review and discussion. (Michel Sorrell and Chief Paul Hall)

STRATEGIC GUIDE
POLICY:

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

SUPPORTING MATERIAL:

There are no supporting documents.

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						



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.

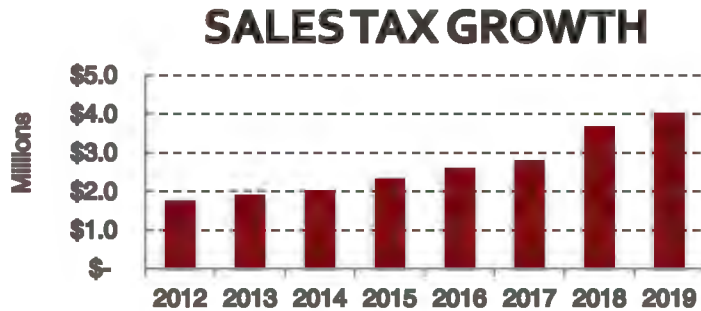
While the community continues to grow, the City has been trying to keep pace with staffing levels needed to serve the expanding population. The City of Hutto had 134.75 FTEs, or “full-time equivalents,” at the beginning of 2019, which gave Hutto a staffing ratio of 4.84 staff per 1,000 residents. This 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 positive 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 build 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.

Proposed Development Plan includes:

- 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:

- [illegible]

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 build 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 Public 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 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 Budget Public Hearing; 1 st Public Hearing on Setting Tax Rate - (Must take action even if it is to table the budget)
August 22, 2019	Special Called City Council Meeting – 2 nd 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 approving Ad Valorem Taxes
September 19, 2019	Regular City Council Meeting – 2 nd Reading of Ordinance approving the budget; 2 nd Reading of Ordinance approving Ad Valorem Taxes
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

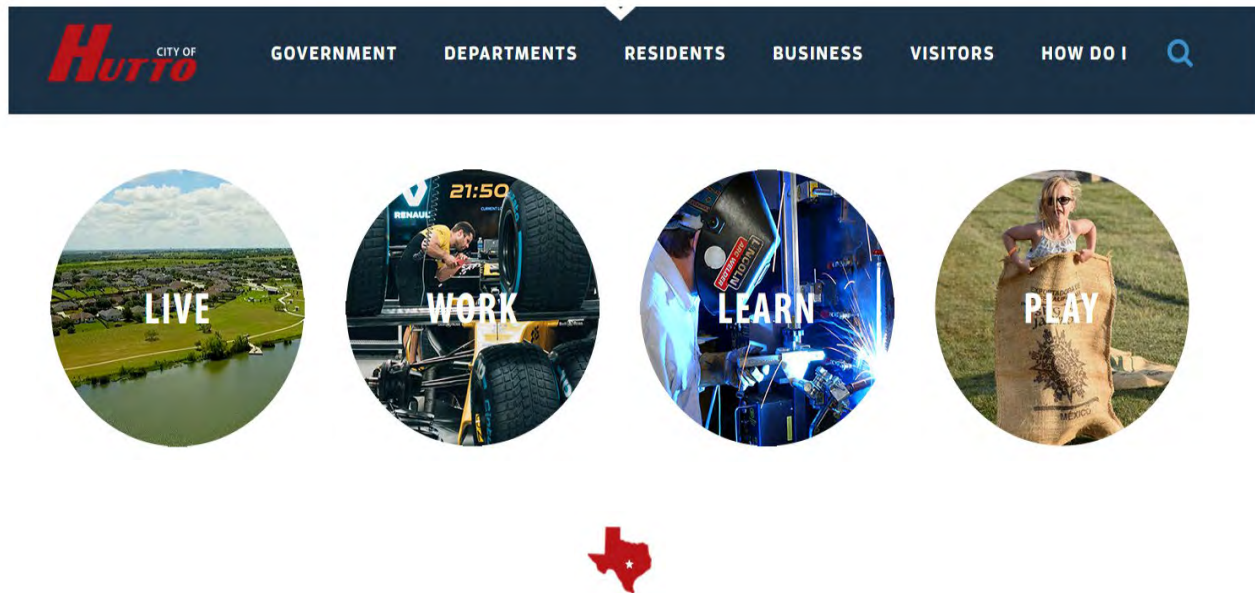
Budget work sessions are held with the City Council in open meetings to review and discuss the proposed budget. Citizen input is gathered through public hearings.

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 \$34,732,177 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 \$39,712,682. 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 \$19.5 million, which is an increase over the prior year's adopted budget of \$15.3 million. General Fund expense budget totals \$21.4 million, which is an increase over

	FY2017-18	FY2018-19	Proposed FY2019-20 (Rollback)	Change
O&M Rate	\$0.416482	\$0.389301	\$0.464395	\$0.075
Debt Rate	\$0.098689	\$0.12587	\$0.211985	\$0.086
Total Tax Rate	\$0.515171	\$0.515171	\$0.676380	\$0.161

the prior year's adopted budget of \$15.6 million. The General Fund budget is based on the estimated ad valorem rollback rate of \$0.676380 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); one (1) program recreation coordinator who is transitioning from part-time to full-time to help service the new and expanding programs that citizens are enjoying, which should also increase program revenue; 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 maintenance needs, 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.

In addition to the above departmental enhancements, the budgeted expenditures also include \$450,000 for the purchase and renovation of a Hutto historical home. The importance of historical preservation is the intention of this purchase. The renovated home would include a museum dedicated

to the history of Hutto, the future home of the Chamber of Commerce, and possible office space or business incubators.

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 General Fund for \$400,000, 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
	Waterline Improvements from Shiloh	\$1,003,410	Bonds
	Glennwood Lift Station Decommission	\$847,690	Bonds
Utility CIP	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.

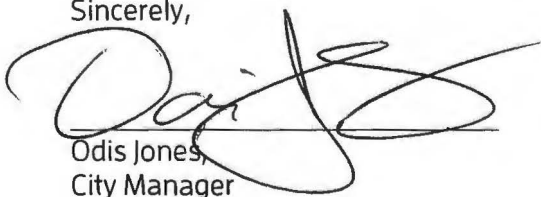
FY 2019-20 will be a tight budget year as we continue to experience growth. This budget will have an emphasis on Public Safety, Streets and Drainage, and Park Improvement.

In November 2018 the voters turned out in record numbers to approve Proposition A, Streets & Drainage at \$70 million, Proposition B, Parks Improvements, and Proposition C, a Justice Center for Public Safety.

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

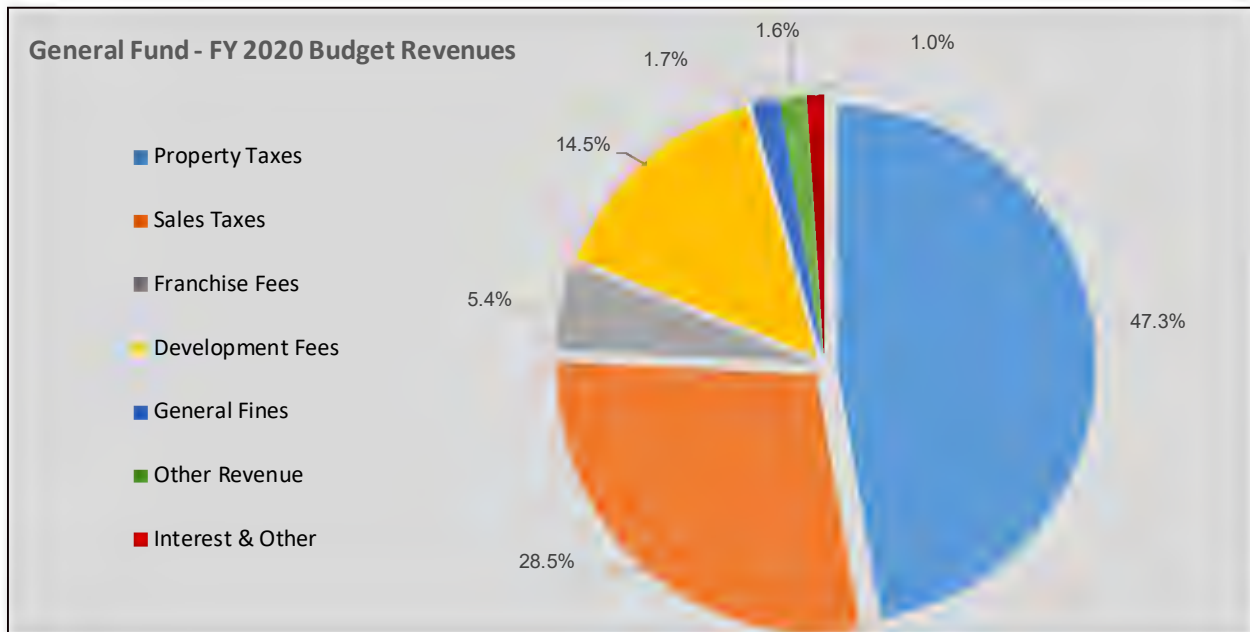
	2017-18 Actual	2018-19 Current Budget	2019-20 Base	2019-20 Enhancements	2019-20 Budget
Revenues					
Property Taxes	7,038,195	7,161,489	9,219,787	-	9,219,787
Sales Taxes	3,680,409	4,838,905	5,561,432	-	5,561,432
Franchise Fees	931,156	981,768	1,051,697	-	1,051,697
Building & Development	1,632,165	2,281,685	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	19,500,799	-	19,500,799
Expenses					
City Administration	2,665,049	3,772,960	5,021,357	48,000	5,069,357
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	386,417	2,385,413
Police	4,870,416	5,714,007	5,837,637	1,205,283	7,042,920
Total - Expenses	12,958,058	17,028,374	19,632,333	1,807,644	21,439,977
Other Financing Sources					
Transfer In	191,377	460,576	1,935,889	-	1,935,889
Transfer Out	-	(71,700)	(400,000)	-	(400,000)
Total - Other Financing Sources	191,377	388,876	1,535,889	-	1,535,889
NET CHANGE IN FUND BALANCE	1,744,138	(671,072)	1,404,354	(1,807,644)	(403,290)
Beginning Fund Balance	3,621,137	5,365,275	4,694,203	-	4,694,203
Ending Fund Balance	5,365,275	4,694,203	6,098,557	-	4,290,913
Contingency Reserves	2,591,612	3,405,675	3,926,467	-	4,287,995
Unreserved Ending Fund Balance	2,773,663	1,288,528	2,172,090		2,917
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 \$19,500,799, an increase of 27.7% 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 \$0.676380 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 \$0.676380, with the breakdown of: Operations & Maintenance - \$0.464395 + Interest & Sinking - \$0.211985. 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. Property Tax makes up the largest percentage of General Fund revenues at 47.6%. A total of \$9,219,787 is budgeted for collection, which is a 28.7% 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 28.6% of revenues. Sales tax is budgeted at \$5,561,432, a 15.0% 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 7.2% over prior FY 2018-19 Current Budget, due to customer growth.

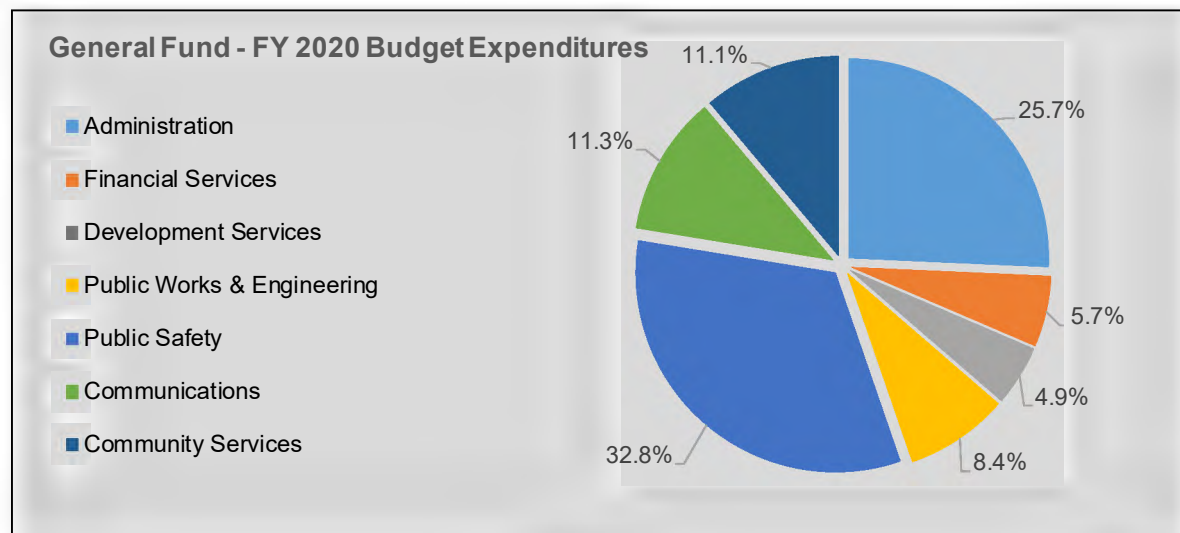
Development fees are budgeted to total \$2,822,159. Development fees account for 14.5% of revenues. FY20 is estimated to increase by 23.7% over the FY 2018-19 Current Budget.

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.

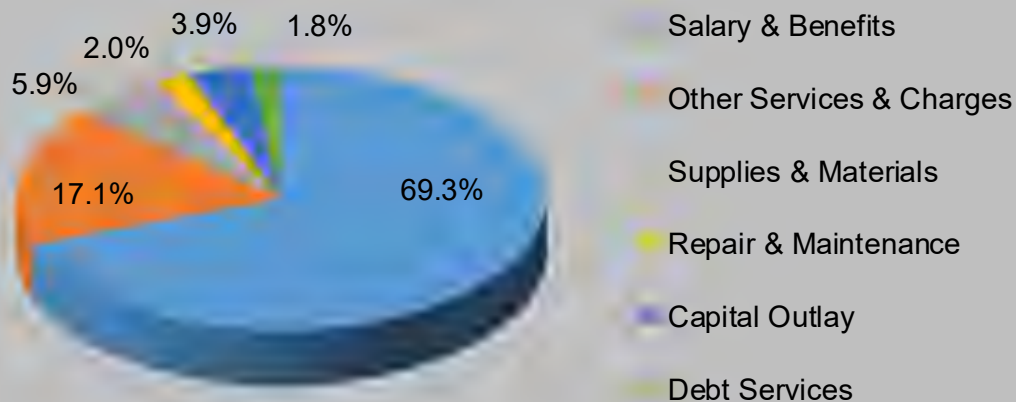
Other revenue includes interest, miscellaneous fees and taxes, donations, grants, and other minor revenue sources. Other revenue is budgeted to total \$428,681 in FY 2019-20.

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 \$21,439,977 which is an increase of 25.9% over the Projected Year-End 2018-19. Police, with the majority of employees, makes up the largest percentage of General Fund expenses at 33.6%, with a total budget of approximately \$7.0 million. Administration (24.1%), Communications (11.5%) 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 70.8% 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.

	2018-19 Projected	2019-20 Base	2019-20 Enhancements	2019-20 Budget	% Change Projected
Salary & Benefits	11,662,309	13,612,979	1,242,990	14,855,969	27.4%
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	555,900	274,000	829,900	418.3%
Debt Services	385,727	385,727	-	385,727	0.0%
Total - Expenses	17,028,374	19,632,333	1,807,644	21,439,977	25.9%
Transfers Out	(71,700)	(400,000)	-	(400,000)	457.9%

SALARIES & BENEFITS will increase about \$3.2 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. There is also the addition of ten communication staff (911 operators) to man the newly created Justice Center. 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 \$1.21 million.

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 \$179,027.

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 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 137%, or \$219,767, over FY 2018-19 Projected Year-End Actuals. The majority of the capital outlay costs is the purchase of six (6) new vehicles. These vehicles will be for public safety, fleet, and facility.

TRANSFERS OUT consists of a transfer to the utility fund in the amount of \$400,000.

GENERAL DEBT SERVICE FUND

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
Revenues				
Property Taxes	1,667,662	2,329,857	2,329,857	4,165,459
Interest and Other	9,678	2,500	2,500	2,500
Total - Revenues	1,677,340	2,332,357.00	2,332,357.00	4,167,959
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	2,411,930
Paying Agent Fees	4,232	2,500	2,500	2,500
Total - Expenses	2,207,862	2,332,357	2,332,357	4,416,743
Other Financing Sources				
Transfer In	638,248	-	-	-
Transfer Out	1,152	-	-	-
Total - Other Financing Sources	639,401	-	-	-
NET CHANGE IN FUND BALANCE	108,879	-	-	(248,784)
Beginning Fund Balance	218,657	327,536	327,536	327,536
Ending Fund Balance	327,536	327,536	327,536	78,752

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 \$.211985 per \$100 valuation. This rate will generate \$4,165,459 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	-	-

	2017-18 Actual	2018-19 Current Budget	2018-19 Projected	2019-20 Budget
<i>(Expenses Continued)</i>				
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				
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	75,000
Transfer Out	-	(1,020,000)	(1,020,000)	-
Total - Other Financing Sources	2,043,000	(1,020,000)	(820,000)	75,000
NET CHANGE IN FUND BALANCE	(2,841,281)	(1,859,418)	(318,236)	(2,375,000)
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	27,657

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 new fund created to address street and drainage construction and rehabilitation. Revenues will 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 \$90,000 is budgeted.

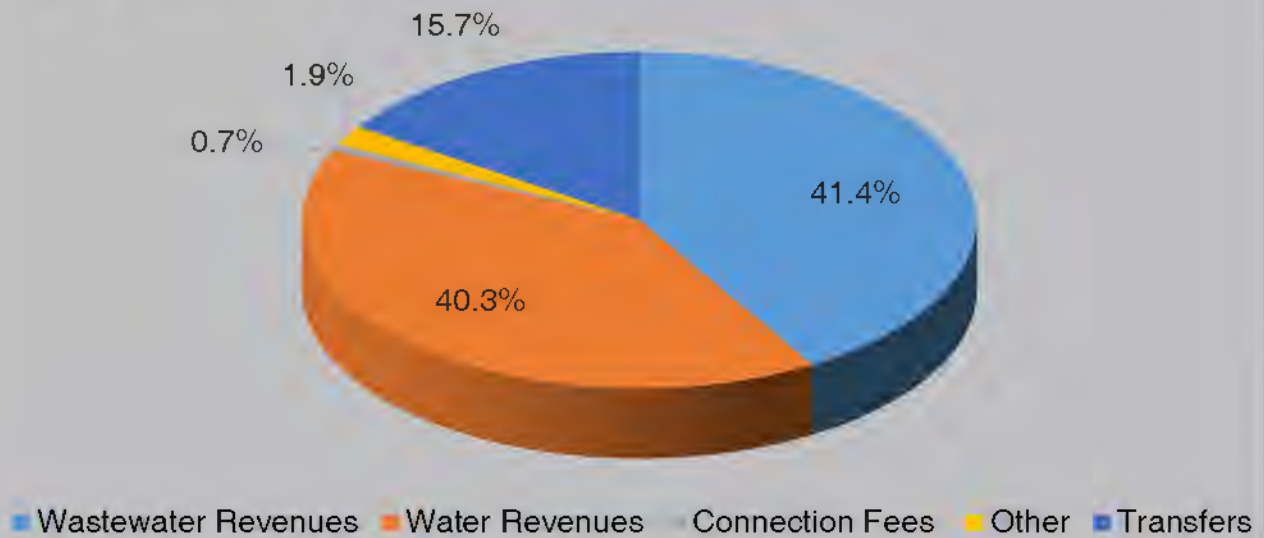
UTILITY FUND

	2017-18 Actual	2018-19 Amended	2019-20 Base	2019-20 Enhancements	2019-20 Budget
Revenues					
Water	5,027,665	5,163,260	5,493,378	-	5,493,378
Wastewater	4,990,424	5,406,276	5,647,581	-	5,647,581
Connection Fees	187,300	175,461	90,000	-	90,000
Non-Operating Revenue	669,535	428,117	260,240	-	260,240
Bond Proceeds	-	-	-	-	-
Total - Revenues	10,874,924	11,173,114	11,491,199	-	11,491,199
Expenses					
City Administration	-	-	-	-	-
Information Technology	10,277	18,455	8,250	-	7,750
Financial Services					
Utility Billing	836,112	883,699	888,170	-	864,170
Public Works & Engineering					
Water & Wastewater	4,495,189	4,415,411	4,133,596	203,076	4,336,671
Heart of Texas	528,769	1,285,500	1,353,600	-	1,353,600
Subtotal - Public Works & Engineering	5,023,958	5,700,911	5,487,196	203,076	5,690,271
Total - Expenses w/o Nondepartmental	5,870,347	6,603,065	6,383,616	203,076	6,562,191
Nondepartmental	39,640	166,283	66,283	-	84,283
Total - Expenses	5,909,987	6,769,348	6,449,899	203,076	6,646,474
Transfers (Sources)					
Transfer In	5,680,504	2,114,354	2,134,513	-	2,134,513
Transfer Out	(6,910,008)	(7,511,417)	(7,032,000)	-	(7,032,000)
Subtotal - Transfers (Sources)	(1,229,504)	(5,397,063)	(4,897,487)	-	(4,897,487)
NET CHANGE IN WORKING CAPITAL	3,735,433	(993,297)	143,813	(203,076)	(52,762)
Beginning Working Capital	2,489,115	7,129,405	3,794,023		3,794,023
Contingency Reserves (20% Expenses)	1,174,069	1,320,613	1,276,723		1,312,438
Ending Available Working Capital	5,050,478	4,815,495	2,661,114		2,428,823

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.

Utility Fund - FY 2020 Budgeted Revenues



Revenues

Utility operational revenues total \$11.1 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 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.

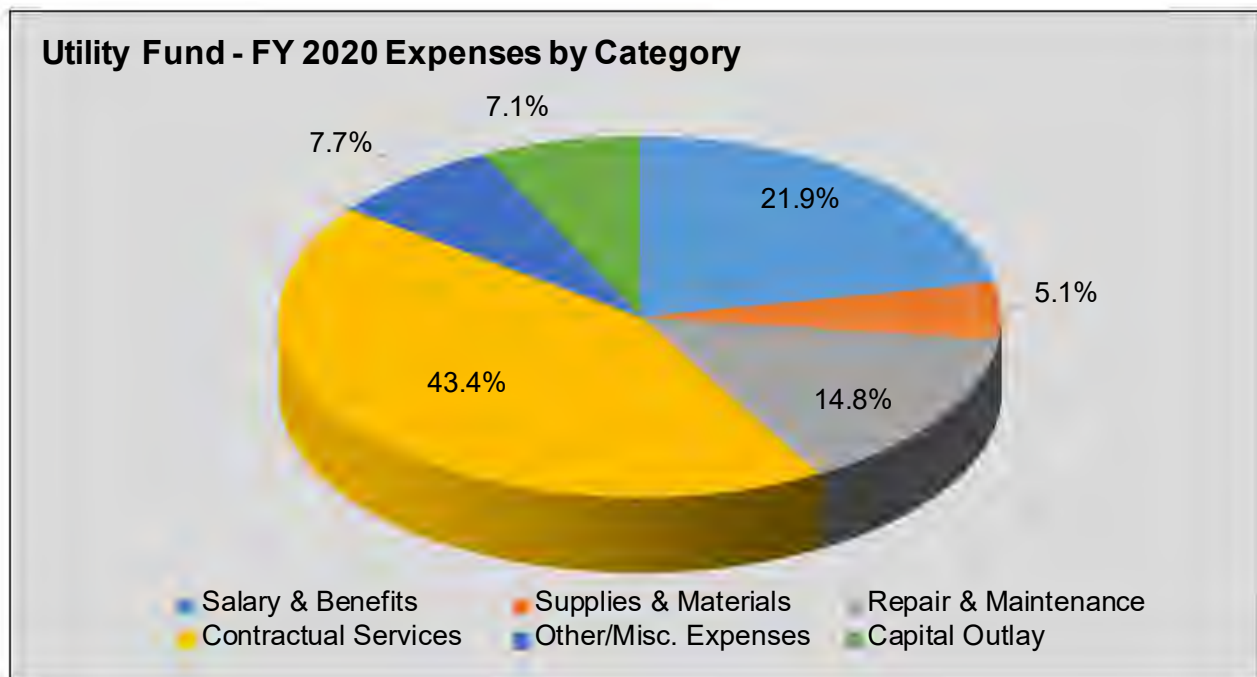
Wastewater revenues are the largest share of the Utility Fund revenue and are budgeted to total \$5,647,581, a 4.5% increase over FY 2018-19 Projected Year-End Actuals. The City implemented a rate increase of 25% in March 2018. The City has more wastewater connections than water connections because water 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 \$400,000 from the General 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 and the General Fund of \$400,000. 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	1,400,861	1,303,508	153,076	1,456,583	4.0%
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	6,657,457	6,449,899	203,076	6,646,474	9.5%
Transfers Out	(7,501,242)	(7,032,000)	-	(7,032,000)	-6.3%

SALARIES AND BENEFITS will increase 4% or about \$55,722 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.% 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.% 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 11.8% 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 #I

	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 #I is used to account for funds received and expended for the administration of the Public Improvement District #I.

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 \$1,807,645. 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	279,544	279,544	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	755,084	755,084	10.0	10.0
	Subtotal - Public Safety	1,194,628	1,205,283	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 Attendant	45,363	45,363	1.0	1.0
	Vehicles	100,000	30,000	-	-
	Subtotal - Recreation	145,363	75,363	1	1
Fleet & Fleet Maintenance					
	Mechanic, Truck & Tools	99,027	99,027	1.0	1.0
	Fleet Vehicle	-	80,000	-	-
	Subtotal - Fleet & Fleet Maintenance	99,027	179,027	1.0	1.0
Facility & Facility Maintenance					
	Personnel, Machinery & Equipment	99,027	99,027	1.0	1.0
TOTAL		1,821,160	1,807,645	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 or 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.

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 8C.

AGENDA DATE: August 01, 2019

PRESENTED BY: Michel Sorrell, Chief Financial Officer

ITEM:

Presentation of the City Financials for the Month of June as required by the fiscal and budgetary policy. (Michel Sorrell)

**STRATEGIC GUIDE
POLICY:**

Fiscal Responsibility

ITEM BACKGROUND:

Financials for the month of June 2019 consisting of the Balance Sheets, Income Statements, and Fund Balances. The purpose is to inform the Council and public of the City's fiscal stewardship.

BUDGETARY AND FINANCIAL SUMMARY:

Overall activity is in line with expectations.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

There is no recommendation required from the boards.

CITY ATTORNEY REVIEW:

The City Attorney is not required to review.

STAFF RECOMMENDATION:

There is no staff recommendation required. The presentation of monthly financials is part of the Fiscal and Budgetary Policy.

SUPPORTING MATERIAL:

There are no supporting documents.

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

CITY OF HUTTO

CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8D.

AGENDA DATE: August 01, 2019

PRESENTED BY:

ITEM:

Presentation of Certificate of Appreciation to City Employees for serving the Hutto community and residents. (Odis Jones)

STRATEGIC GUIDE
POLICY:

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

SUPPORTING MATERIAL:

There are no supporting documents.

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

CITY OF HUTTO

CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8E.

AGENDA DATE: August 01, 2019

PRESENTED BY:

ITEM:

Presentation of the Government Finance Officers Association's (GFAO) Distinguished Budget Presentation Award. (Odis Jones)

STRATEGIC GUIDE

POLICY:

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

SUPPORTING MATERIAL:

There are no supporting documents.

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						



Government Finance Officers Association

203 North LaSalle Street, Suite 2700

Chicago, Illinois 60601-1210

312.977.9700 fax: 312.977.4806

FOR IMMEDIATE RELEASE

July 10, 2019

For more information, contact:

Technical Services Center

Phone: (312) 977-9700

Fax: (312) 977-4806

E-mail: budgetawards@gfoa.org

(Chicago, Illinois)--Government Finance Officers Association is pleased to announce that **City of Hutto, Texas**, has received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for having achieved the award. This has been presented to **Michel Sorrell, Chief Financial Officer**.

There are over 1,600 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association is a major professional association servicing the needs of more than 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington D.C.

Washington, DC Office

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www.gfoa.org

CITY OF HUTTO

CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9A.

AGENDA DATE: August 01, 2019

PRESENTED BY:

ITEM:

Consideration and possible action on ordinance to adopt the new City Council Protocol. (Mike Shaunessy)

STRATEGIC GUIDE
POLICY:

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

SUPPORTING MATERIAL:

There are no supporting documents.

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

CITY OF HUTTO

CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10A.

AGENDA DATE: August 01, 2019

PRESENTED BY:

ITEM:

Consideration and possible action on a resolution of the City of Hutto amending the Hutto Economic Development Corporation Type A Bylaws

STRATEGIC GUIDE

POLICY:

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

SUPPORTING MATERIAL:

There are no supporting documents.

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

CITY OF HUTTO

CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10B.

AGENDA DATE: August 01, 2019

PRESENTED BY:

ITEM:

Consideration and possible action on a resolution of the City of Hutto to amend the Hutto Economic Development Corporation Type B Bylaws.

STRATEGIC GUIDE

POLICY:

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

SUPPORTING MATERIAL:

There are no supporting documents.

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10C.

AGENDA DATE: August 01, 2019

PRESENTED BY: Michel Sorrell, Assistant City Manager/CFO

ITEM:

Consideration and possible action on a resolution of the City of Hutto, Texas, ('City') responding to the application of Atmos Energy corporation -Midtex Division, to increase rates under the gas reliability infrastructure program; suspending the effective date of this rate application for forty-five days; authorizing the City to continue to participate in a coalition of cities known as the 'Atmos Texas Municipalities;' determining that the meeting at which the resolution was adopted complied with the Texas Open Meetings act; making such other findings and provisions related to the subject' and declaring an effective date. (Michel Sorrell)

**STRATEGIC GUIDE
POLICY:**

Fiscal Responsibility

ITEM BACKGROUND:

On or about June 13, 2019, Atmos Energy Corporation ("Atmos" or "Company") filed a Statement of Intent with members of the coalition of cities known as the Atmos Texas Municipalities ("ATM") comprised of about 50 cities, of which the City is a member, to increase rates.

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not Applicable.

CITY ATTORNEY REVIEW:

Not Applicable

STAFF RECOMMENDATION:

Approve a Resolution suspending for 45 days the effective date proposed by Atmos Energy, Corp. - MidTex Division in its application filed on or about March 28, 2019 pursuant to section 104.301 of the Gas Utility Regulatory Act, sometimes referred to as the "GRIP" statute.

SUPPORTING MATERIAL:

1. Resolution
2. Atmos Information

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF _____, TEXAS, ("CITY") RESPONDING TO THE APPLICATION OF ATMOS ENERGY CORPORATION – MIDTEX DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY TO CONTINUE TO PARTICIPATE IN A COALITION OF CITIES KNOWN AS THE "ATMOS TEXAS MUNICIPALITIES;" DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on or about June 13, 2019 Atmos Energy Corporation – MidTex Division (“Atmos Energy”) filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (“GRIP”), which if approved, results in an increase in the monthly customer charges as follows:

Rate Schedule	Current Customer Charge	Proposed 2018 Interim Rate Adjustment	Adjusted Customer Charge	Increase Per Bill
Rate R – Residential Sales	\$18.88 per customer per month	\$2.84 per customer per month	\$21.72 per customer per month	\$2.84
Rate C – Commercial Sales	\$43.47 per customer per month	\$8.74 per customer per month	\$52.21 per customer per month	\$8.74

WHEREAS, Atmos Energy’s application, if approved by the Railroad Commission, will result in a systemwide increase in Atmos Energy’s revenue of about \$67.1 million, of which ATM’s portion is about \$6.6 million; and

WHEREAS, the City has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS, the application to increase rates by Atmos Energy is complex; and

WHEREAS, it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in Atmos Energy’s

rate application are correctly done and are in conformity with section 104.301 of the Gas Utility Regulatory Act; and

WHEREAS, the effective date proposed by Atmos Energy is August 12, 2019 but a suspension by the City will mean that the rate increase cannot go into effect prior to September 26, 2019.

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

Section 1. That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The City suspends the requested effective date by Atmos Energy for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application.

Section 3. The City shall continue to act jointly with other cities that are part of a coalition of cities known as the Atmos Texas Municipalities (“ATM”).

Section 4. The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with Atmos Energy’s application to increase rates.

Section 5. To the extent Atmos Energy’s application to increase rates under section 104.301 of the Gas Utility Regulatory Act (GURA) is considered a ratemaking proceeding, Atmos Energy is ordered to reimburse the City’s reasonable rate case expenses incurred in response to Atmos Energy’s rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law.

Section 6. A copy of this resolution shall be sent to Mr. Christopher A. Felan, Vice President, Rates & Regulatory Affairs, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 816 Congress Ave., Suite 950, Austin, Texas 78701.

Section 7. The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED this _____ day of _____ 2019.

MAYOR

ATTEST:

CITY SECRETARY

AGENDA INFORMATION SHEET

AGENDA ITEM NO. _____

ACTION TO SUSPEND THE EFFECTIVE DATE PROPOSED BY ATMOS ENERGY CORPORATION – MIDTEX DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM FOR 45 DAYS, AND AUTHORIZE THE CITY’S CONTINUED PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE "ATMOS TEXAS MUNICIPALITIES"

ATMOS TEXAS MUNICIPALITIES

The City is a member of the Atmos Texas Municipalities (ATM). The ATM group was organized by a number of municipalities served by Atmos Energy Corporation – MidTex Division (“Atmos Energy”) and has been represented by the law firm of Herrera Law & Associates, PLLC to assist in reviewing applications to change rates submitted by Atmos Energy.

“GRIP” RATE APPLICATION

Under section 104.301 of the Gas Utility Regulatory Act (GURA), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between general rate cases. This section of GURA is commonly referred to as the “GRIP” statute, that is, the “Gas Reliability Infrastructure Program.”

Under a decision by the Supreme Court of Texas, the Court concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between general rate cases by applying for an interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility’s filings to ensure compliance with the GRIP statute and the Railroad Commission’s rules, and that it is within the Railroad Commission’s authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission.

ATMOS ENERGY’S “GRIP” APPLICATION

On or about June 13, 2019 Atmos Energy filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (“GRIP”). Atmos Energy’s application if approved by the Commission will result in an increase in the monthly customer charges as shown below:

Rate Schedule	Current Customer Charge	Proposed 2018 Interim Rate Adjustment	Adjusted Customer Charge	Increase Per Bill
Rate R – Residential Sales	\$18.88 per customer per month	\$2.84 per customer per month	\$21.72 per customer per month	\$2.84
Rate C – Commercial Sales	\$43.47 per customer per month	\$8.74 per customer per month	\$52.21 per customer per month	\$8.74

Atmos Energy’s application, if approved by the Railroad Commission, will result in a systemwide increase in Atmos Energy’s revenue of about \$67.1 million, of which ATM’s portion is about \$6.6 million.

REVIEW AND ACTION RECOMMENDED

In light of the Texas Supreme Court’s opinion, the City’s ability to review and effectuate a change in Atmos Energy’s requested increase is limited. Nonetheless, to allow for a limited review of Atmos Energy’s GRIP application, it is recommended that the City suspend Atmos Energy’s proposed effective date of August 12, 2019 for forty-five days as allowed by state law, so that the City may evaluate whether the data and calculations in Atmos Energy’s rate application are correctly done.

Therefore, ATM’s Special Counsel, the law firm of Herrera Law & Associates, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending Atmos Energy’s proposed effective date for 45 days. Assuming a proposed effective date of August 12, 2019 Atmos Energy’s proposed effective date is suspended until September 26, 2019.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10D.

AGENDA DATE: August 01, 2019

PRESENTED BY: Ashley Lumpkin, AICP, Executive Director of Development Services

ITEM:

Consideration and possible action on a resolution authorizing the City Manager to execute a Development Agreement related to Project Durango. (Jessica Geray)

**STRATEGIC GUIDE
POLICY:**

Infrastructure & Growth

ITEM BACKGROUND:

Consideration and possible action on a request for a Development Agreement for 105.2 acres, more or less, tract of land. Subject property is generally located on the southwest corner of Limmer Loop and FM1660 North, west of the intersection of Mager Lane and FM1660 North.

The property has an active annexation development agreement on the property and will be voluntarily annexed and zoned subsequent to the Development Agreement.

BUDGETARY AND FINANCIAL SUMMARY:

None at this time.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable for this item.

CITY ATTORNEY REVIEW:

The City Attorney has reviewed the Development Agreement.

STAFF RECOMMENDATION:

Staff recommends approval of the Development Agreement.

SUPPORTING MATERIAL:

1. [Development Agreement](#)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into to be effective as of the ____ day of _____, 2019 (the "Effective Date"), by and between the **City of Hutto, Texas** (the "City"), a home rule city organized under the laws of the State of Texas, and **Jerry Wayne Roznovak and Nadine Carole Johnson** (collectively the "Owner"). The City and the Owner are, collectively, the "Parties" to this Agreement.

RECITALS

WHEREAS, Owner owns that certain tract of land containing approximately 94.560 acres currently in the Hutto ETJ (the "Property") as described and shown on **Exhibit A**; and

WHEREAS, Owner intends to develop the Property into a high quality mixed-use development that includes single-family residential, multi-family residential and commercial developments (the "Project"), that will serve present and future residents of the City; and

WHEREAS, the Project is anticipated to add significant property tax base and increased property tax revenues in the City; and

WHEREAS, the Owner has advised the City that one or more agreements with the City would be necessary to defray a portion of the costs to be incurred by the Owner as a consequence of developing and constructing the Project; and

WHEREAS, the City may use its discretion to create a Public Improvement District ("PID") to provide utility, roadway, drainage, parks and related infrastructure to support the Project in a financially feasible manner in accordance with Chapter 372 of the Texas Local Government Code and all other applicable state law; and

WHEREAS, the City and the Owner desire to set forth in this Agreement certain terms and conditions for the planning, design, construction, development, and financing of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I **PURPOSE AND INTERPRETATION**

1.01 Objectives. The Owner is proposing to develop a residential subdivision, including multi-family and commercial, near downtown Hutto. Hutto continues to have a need for quality, residential development that complements the economic and strategic goals of the City. The City believes that the development of the Project will provide needed, high quality housing for existing and future residents.

1.02 Concept and Structure. Development of the Property will be substantially similar to the Concept Plan attached hereto as **Exhibit B**. The Owner will be responsible for the development and construction of the Project, except as set forth herein. The City will provide financing and economic incentive agreements that are generally described in **Article VI**.

1.03 Interpretation. In this Agreement, unless a clear contrary intention appears;

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Party includes such Party's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Party in a particular capacity excludes such Party in any other capacity or individually;
- (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (e) "hereunder", "hereof", "hereto", and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;
- (f) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and
- (g) reference to any constitutional, statutory or regulatory provision means such provision as it exists on the Effective Date and any amendatory provision thereof or supplemental provision thereto.

1.04 Legal Representation of the Parties. This Agreement was negotiated by the Parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply.

ARTICLE II **DEFINITIONS**

2.01 Definitions. All capitalized terms used in this Agreement shall have the meanings ascribed to them in this **Article II**, or as otherwise provided herein.

"**Agreement**" means this Development Agreement by and between the City and the Owner.

"**City**" means the City of Hutto, Texas.

"**City Council**" means the City Council of the City of Hutto.

"**Concept Plan**" means the concept plan attached hereto as **Exhibit B**, as such concept plan may be modified and changed from time to time as set forth in this Agreement. The Parties acknowledge and agree that the Concept Plan is for illustrative purposes only and is only a general representation of the design.

"**Owner**" means Jerry Wayne Roznovak and Nadine Carole Johnson, and their successors and assigns that specifically assume the rights and obligations of this Agreement.

"**Effective Date**" means the date set forth in the opening paragraph on page 1.

"**Parties**" means the City and the Owner.

"**Party**" means the City or the Owner.

"**Project**" means the Project as described in **Article IV**.

"**Property**" means the real property described and shown on **Exhibit A**.

"**Public Improvements**" has the meaning ascribed to it in **Section 5.02**.

"**State**" means the State of Texas.

ARTICLE III **ANNEXATION and ZONING**

3.01 Annexation. As of the Effective Date, the Property has not been annexed, but is in the City's extraterritorial jurisdiction (ETJ). The Property is subject to an Annexation Development Agreement dated September 24, 2007, and recorded as Doc. 2008074342, Official Public Records of Williamson County, Texas. Owner and City hereby agree to the annexation of the Property into City's corporate city limits, and intend that this Agreement provide for the annexation of the Property for all purposes and shall constitute Owner's request for annexation. Notwithstanding, City agrees that annexation shall not occur unless and until the PID and Tax Increment Reinvestment Zone ("TIRZ") described in Article VI are created.

Further, notwithstanding that the Project may be phased (as set forth below), Owner agrees that all Property will be annexed in one proceeding. City agrees that phases not under active development may remain in agricultural use for purposes of ad valorem tax purposes (although all such Property shall be subject to the ordinances and jurisdiction of the City once annexed.)

3.02 Zoning. Because the Property has not been annexed, it has not yet been zoned. The Parties agree that they will work together in good faith to zone the Property consistent with the Concept Plan. The Property shall be zoned contemporaneous with annexation.

3.03 Chapter 245 Permit. This Agreement shall constitute the first (Permit) in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code (subject to the exemptions as set forth therein), as authorized by Section 212.172(g) of the Texas Local Government Code. All aesthetic requirements of the zoning district, as outlined in the Unified Development Code or Planned Unit Development, as adopted and amended, shall be followed in a manner consistent with HB 2439.

ARTICLE IV **THE PROJECT**

4.01 General Description. The Project will be planned, developed and constructed on the Property by the Owner in phases as determined by Owner in accordance with market conditions and otherwise in accordance with any permits and approvals from any applicable governmental authorities.

4.02 Development. The Owner intends to construct improvements to real property and additions to personal property within the Property as contemplated by the Concept Plan. However, the parties agree and acknowledge that the actual construction shall be dictated by the ultimate zoning of the Property, platting of the Property, site development permits issued for the Property, submittal of a Traffic Impact Analysis for the Property and associated fees, and other development permits issued for the Property. The Project will be permitted and constructed in accordance with City ordinances and regulations, except as may be specifically set forth in this Agreement.

4.03 Owner Additional Contributions to Project. The Owner agrees to perform or allow the following:

- (a) From the PID Proceeds (defined below), pay to the City the amount of **TWO MILLION AND NO/100 DOLLARS (\$2,000,000)** for offsite wastewater improvements that will benefit the Property. Such payment shall be made within 10 days of receipt of PID Bond Proceeds. The City agrees to expend such proceeds on offsite wastewater improvements that will benefit the Property, as and when such improvements are needed in the City's discretion.
- (b) As part of the construction of the Project, install (including design and approval) at its expense (including with PID Proceeds) a traffic signal (in compliance with City codes and TXDOT regulations) at the intersection of Mager Lane and FM 1660. If the traffic signal does not meet warrants during construction of the Project, then Owner and City can agree upon a fixed amount for Owner to pay to City at such time, which amount will satisfy Owner's requirement herein, and then City agrees to use such funds to construct the traffic signal at such time as it meets warrants.
- (c) As part of the construction of the Project, install at its expense (including with PID Proceeds) a 12" and 8" waterline extension of the City's existing waterline as shown in the attached **Exhibit C**.
- (d) As part of the construction of the Project, install at its expense (including with PID Proceeds) up-graded street lights within the Project.
- (e) As part of the construction of the Project, install at its expense (including with PID Proceeds) open space, trails, and other amenities as may be finally approved and permitted by the City within the Project;
- (f) To facilitate the Project, at its expense, conduct a Traffic Impact Analysis for the Property and pay any associated fees with conducting such analysis.

4.04 City Incentives to Project. The City incentives to the Project shall include only the following:

- (a) The City agrees to waive any roadway or other transportation impact fee, whether such fee is in existence as of the Effective Date hereof, or after the Effective Date hereof.
- (b) The City agrees to allow Owner to use the Alternative Road and Trench Method for construction of the Project, as shown in the attached **Exhibit D**.
- (c) The City agrees to create a Public Improvement District ("PID") on the Property, as more fully set forth below in **Section VI**.
- (d) The City agrees to create a Tax Increment Reinvestment Zone ("TIRZ") on the Property, as more fully set forth below in **Section VI**.
- (e) The City agrees to facilitate the financing of the Public Improvements, as more fully set forth below in **Section VI**.

(f) The City agrees to enter into a mutually agreeable license agreement to allow Owner to maintain monument signage, other subdivision entry features, and landscaping in the City right-of-way (as such may be finally approved in the site plan), and to allow the license agreement to be assigned to the homeowners' association for the Project.

(g) The City agrees to enter into a mutually agreeable license agreement to allow Owner to maintain the detention pond and flood area (as such may be finally approved in the site plan), and to allow the license agreement to be assigned to the homeowners' association for the Project. The license agreement will further provide the City with a right of entry and enforcement to enforce its regulations and requirements with respect to maintaining the detention and flood areas.

ARTICLE V

PUBLIC IMPROVEMENTS

5.01 General. The Parties agree that the Project will require extension and improvements to the transportation and utility facilities, and the installation of Public Improvements, to adequately serve and develop the Project. Owner will construct all Public Improvements and other infrastructure necessary to serve the Project in accordance with City ordinances and regulations, except as set forth herein. City will accept such Public Improvements in accordance with City ordinances and regulations.

5.02 Public Improvements. The term “Public Improvements” shall mean those certain infrastructure improvements required for the Project as finally approved and permitted, including any improvements or facility together with its associated public site, right-of-way or easement necessary to provide transportation, drainage, public utilities, or similar essential public services and facilities, for which the City will ultimately assume the responsibility for maintenance and operation of ownership, or both. This term also includes the following: drainage facilities, streets and other rights-of-way, potable water systems, reuse water system, sanitary sewage system, survey monuments, illumination including street lights, traffic control signs and traffic signalization, fire hydrants, sidewalks and curb ramps, street name signs, traffic control signs, street pavement markings, and open space improvements.

5.03 Water and Wastewater. The City holds the water and wastewater Certificates of Convenience and Necessity (CCN) to provide water and wastewater service to the Property. The City acknowledges that it has capacity to serve the full development of the Property (based on the Concept Plan) with continuous and adequate water and wastewater service. In the event the City is unable or unwilling at any time to provide continuous and adequate water and wastewater service for the development of the Property contemplated by this Agreement, the City agrees that the Property may obtain water and wastewater service from an alternative provider. The City agrees that the utility rates for the development within the Property shall not exceed the utility rates of similarly situated utility users within the City.

ARTICLE VI

ECONOMIC INCENTIVES

6.01 Public Improvement District. Upon receipt of a petition to create a PID, the City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement, to create the PID, and to levy assessments to finance the costs of all or a portion of the Public Improvements. The City will approve a Service and Assessment Plan (“SAP”) providing for the levy of the assessments on the Property.

The City will levy special PID assessments against the Property with an Assessment Ordinance based on the approved SAP. The final terms of the PID, SAP, levy, and all other required documents are subject to the approval of both the City and the Owner. To the extent that that the City is in a non-recourse position on any debt, the City will support the creation of the Public Improvement District (PID) for the purposes of paying for public infrastructure to support the Project. However, in no way will the City be responsible for the debt of the Developer. The City will reimburse eligible Project Costs as defined in the Texas Local Government Code, Chapter 372, Section 372.003, which are deemed substantially complete by the City Engineer for public improvement infrastructure, with funds received by the City from the initiation of a PID assessment. Such reimbursement shall be outlined in a future Reimbursement Agreement between the Parties to reflect specific reimbursement amounts. Any municipal bonds issued for the PID must comply with and are subject to any applicable laws, and shall be pre-approved by the City Manager. The City is in no way responsible for repayment of debt on such bonds.

6.02 Tax Increment Reinvestment Zone. Simultaneous with creation of the PID, the City agrees to create a Tax Increment Reinvestment Zone (“TIRZ”) on the Property. The City will agree to use TIRZ Tax Increment Receipts generated from each parcel in the Project **in the amount of \$.20 per \$100 of assessed value** to offset a portion of such parcel’s special PID assessment (the “TIRZ Credit”).

6.03 Financing and PID Bond Issuance. The City will issue (or facilitate issuance, through a “conduit” structure, at City’s election) PID Bonds for the purposes of acquiring or constructing authorized Public Improvements within the Project (and including those items set forth in 4.03 hereof.) The Owner will prepare and the City will consider the approval of the PID Financing Agreement (“PFA”). As used herein, “PID Proceeds” shall mean proceeds generated from payment of the PID assessments, or bond proceeds generated from the sale of PID Bonds. The PID Proceeds shall be used to fund construction or acquisition of authorized Public Improvements in accordance with applicable law. The PFA, all conditions of financing, and all other required documents are subject to the approval of both the City and the Owner.

Owner agrees to include the **\$2,000,000** wastewater payment (as set forth in Article 4.03(a) in the first PID Bond issuance).

ARTICLE VII

MISCELLANEOUS

7.01 Mutual Assistance. The City and the Owner will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law, or taxes or assessments attributable to the Property.

7.02 Default; Remedies.

(a) No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure, such reasonable time determined based on the nature of the alleged failure, but in no event (a) more than ten (10) business days for a monetary default, or (b) less than 30 days or more than 90 days after written notice of the alleged failure has been given for a non-monetary default. In addition, no Party shall be in default under this Agreement if, within the applicable cure period for a non-monetary default, the Party to whom the notice was given or another Party begins

performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

(b) If a Party is in default beyond any applicable notice and cure period, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgement Act, specific performance, mandamus, and injunctive relief. Notwithstanding the foregoing, however, no default under this Agreement shall:

(i) entitle the aggrieved Party to terminate this Agreement (except as specifically set forth in this Agreement); or

(ii) adversely affect or impair the current or future obligations of the City to provide water or wastewater service or any other service to the Property; or

(iii) entitle the aggrieved Party to seek or recover consequential monetary damages of any kind; or

(iv) reduce the term of this Agreement (except as specifically set forth in this Agreement).

(c) In the event any legal action or proceeding is commenced between the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action, to the extent allowed by law.

7.03 Undocumented Workers. The Owner certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, the Owner is convicted of a violation under 8 U.S.C. § 1324a(f), the Owner shall repay the amount of the public subsidy provided under this Agreement as required by law. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

7.04 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.

7.05 Assignment. Owner may assign all or part of its rights and obligations to a third party without the necessity of obtaining the consent of the City. The Owner shall provide a copy of any such the assignment to the City. Nothing herein shall prevent Owner from conveying or leasing all or any portion of the Property or Project to a third party (e.g., sale of office building, ground lease of pad site; leasing of residential units or commercial space; sale of land to Owner of multifamily, etc.), and no such conveyance or lease shall be considered an Assignment of this Agreement, unless such third party expressly assumes the rights and obligations of Owner hereunder.

7.06 Amendment. This Agreement may be amended only by the mutual written agreement of the Parties. As the Parties continue work on the pre-development activities contemplated herein and prepare the various agreements referenced herein in connection with the design, development, and financing of the Project, the parties will amend this Agreement to incorporate additional details, terms and conditions and the various agreements referenced above shall be appended as exhibits to this Agreement. Amendments to this Agreement may be approved administratively by the City. A successor of portions of the Property (such as a purchaser of a lot within

the subdivision) does not make such successor a “Party.” Owner’s rights under this Agreement must be specifically assigned to a successor in order for such successor to be a “Party.”

7.07 Entire Agreement. All Parties mutually agreed to the terms of this Agreement. The Agreement shall not be construed in favor of or against one Party. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement. This Agreement contains the entire agreement between the Parties; there are no other terms, promises, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written.

7.08 Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, by electronic mail, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City: City of Hutto
Attn: Odis Jones, City Manager
500 W. Live Oak St.
Hutto, TX 78634
Attn: Odis Jones
Phone: (512) 759-4030
Email: Odis.Jones@HuttoTX.gov

With required copy to: City Attorney
500 W. Live Oak St.
Hutto, TX 78634

If to Owner: Jerry Wayne Roznovak
3051 CR 101
Hutto, TX 78634

Nadine Carole Johnson
P. O. Box 194
Hutto, Texas 78634

With required copy to: Mark Dietz
Dietz & Jarrard P. C.
106 Fannin Avenue East
Round Rock, Texas 78664
Email: rmarkdietz@lawdietz.com

With a required copy to: MA Partners, LLC
230 Klattenhoff Lane, Ste. 102
Hutto, Texas 78634
Attn: Wyatt Henderson and Bob Wunsch
Phone: 972-715-6450
Email: whenderson@madev.com; bob@waterstonedevelopment.com

With required copy to: Alan M. McGraw, PC
211 Round Rock Ave.
Round Rock, Texas 78664
Attn: Alan McGraw
Phone: (512) 246-1986
Email: alan@alanmcgraw.com

Any Party may designate a different address at any time upon written notice to the other Parties.

7.09 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

7.10 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

7.11 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.12 Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions. Either City or Owner shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the Party for whose benefit such requirement is intended

7.13 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

7.14 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

7.15 Force Majeure. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (an "Event of Force Majeure"). An Event of Force Majeure for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay; unusual weather events; a recession; and unusual delays in obtaining City approvals of plats, permits, or other development approvals required to construct and operate the Project. For purpose of this provision, a "recession" shall mean a recession consisting of two (2) consecutive quarters of negative economic growth as measured by the gross domestic product for the Dallas-Fort Worth metropolitan area according to the U.S. Department of Commerce, Bureau of Economic Analysis. Except as otherwise expressly provided herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any Event of Force Majeure.

7.16 Exhibits. The following exhibits are attached and incorporated by reference for all purposes:

Exhibit A: Property Description and Depiction
Exhibit B: Concept Plan
Exhibit C: Waterline Extension
Exhibit D: Alternative Road and Trench

7.17 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

7.18 Additional Compliance.

(a) Pursuant to Section 2252.152, Texas Government Code, neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner is a company currently listed by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

7.19 Term. This Agreement shall become enforceable upon its Effective Date and shall expire 35 years after the date the City has issued the last Certificates of Occupancy for the Project, unless the Parties agree to terminate it sooner.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES PROVIDED ON NEXT PAGE]

EXECUTED to be effective as of the Effective Date.

CITY OF HUTTO, TEXAS,
a home rule city and municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

APPROVED as to form:

By: _____
Attorney for the City of Hutto

Date: _____

OWNER:

Jerry Wayne Roznovak

Nadine Carole Johnson

EXHIBIT A

Property Description and Depiction

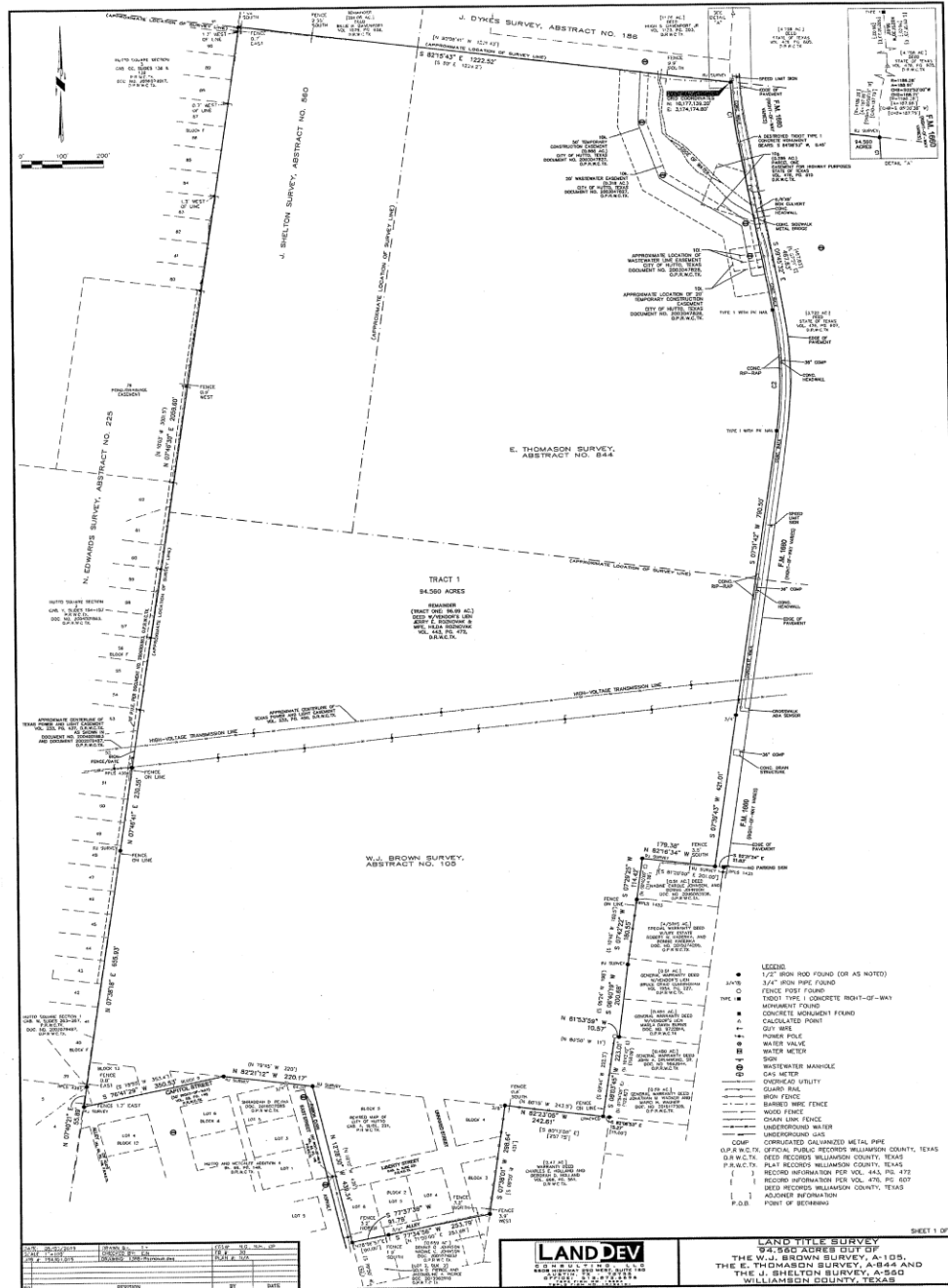


EXHIBIT B

Concept Plan

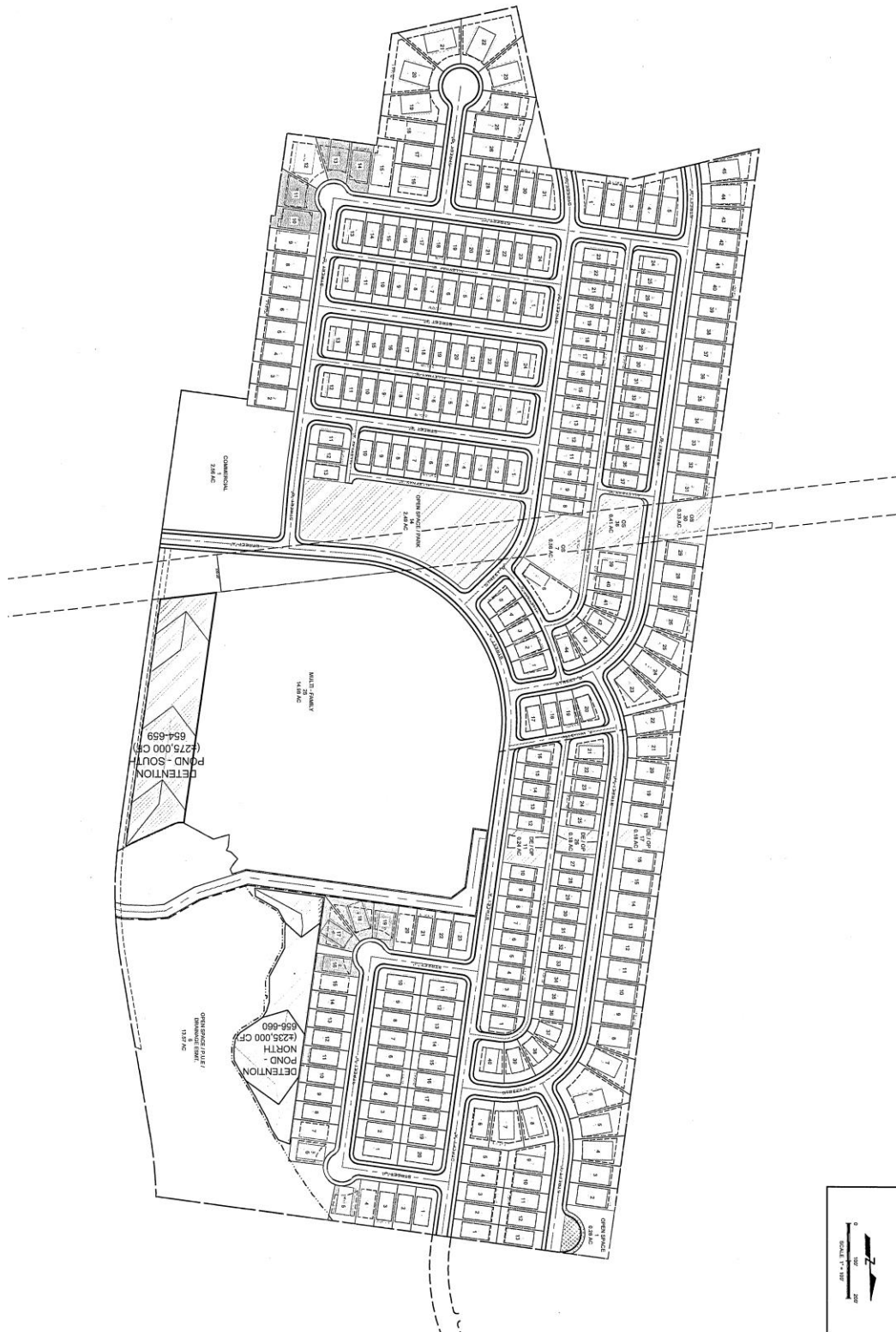


EXHIBIT C Waterline Extension

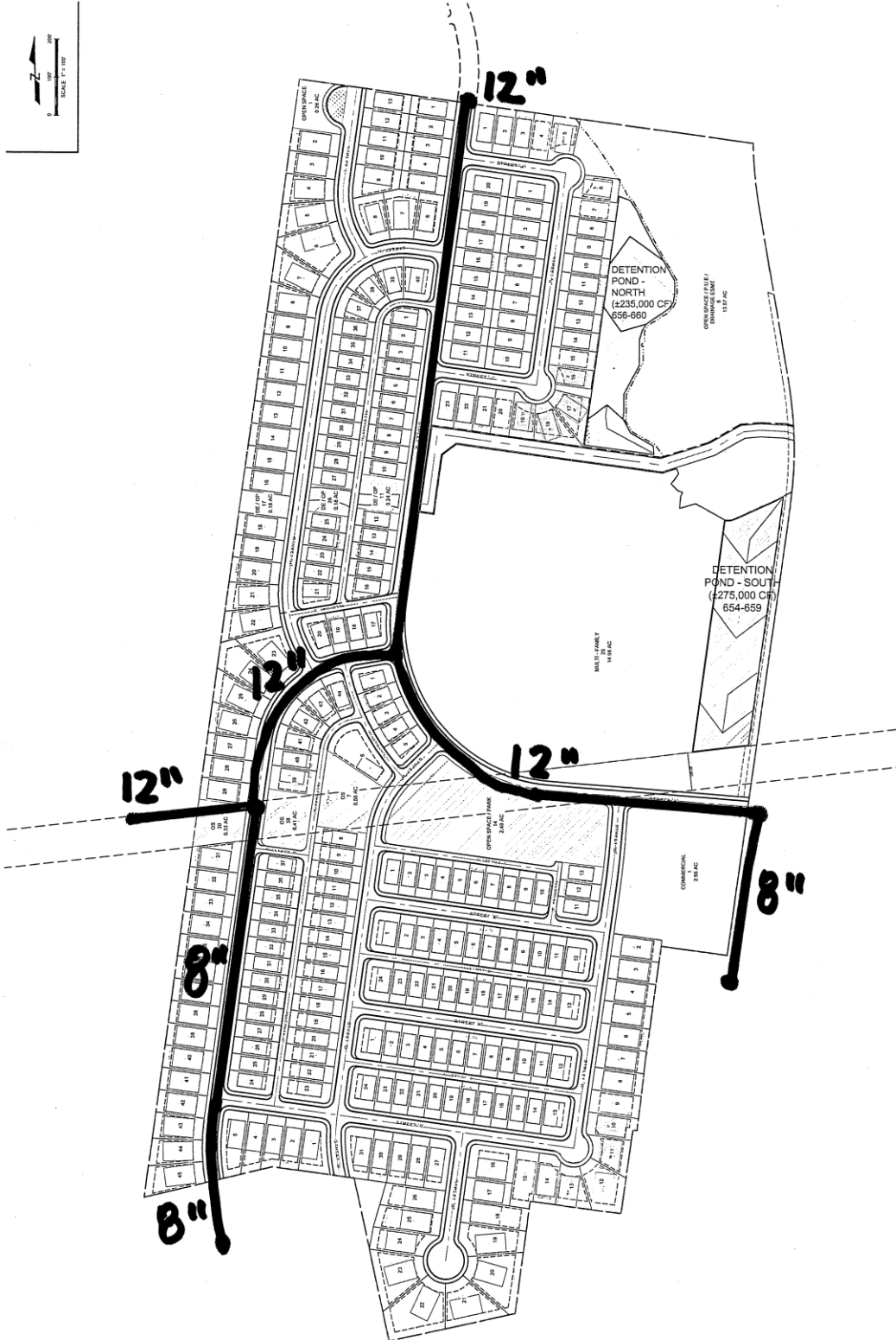


EXHIBIT D **Alternative Road and Trench** **[Preliminary]**

Street Classification	Subgrade Material	Hot Mix Asphaltic Concrete, in	Crushed Limestone Base, in	Lime Stabilized Subgrade, in	Geogrid
Residential Streets (preliminary)	Expansive subgrade PI > 20	2.0	9	8	X*
Residential Collectors (preliminary)	Expansive subgrade PI > 20	2.0	14	8	X*
Neighbor-hood Collectors (preliminary)	Expansive subgrade PI > 20	2.5	17	8	X*

Notes:

1. These recommendations should be considered preliminary. A geotechnical pavement study will be required to develop pavement thickness sections.
2. * - A single layer of biaxial grid meeting TxDOT standard DMS 6240 Type II should be placed below the crushed limestone base layer.
3. The surface clay must first be tested for sulfate reaction and a mix design should be completed to determine the proper lime content, lime type, mixing procedure and curing conditions required.
4. Material utilized as trench backfill should be free of trash, organics and other deleterious material. Any aggregate larger than 6 inches should also be removed. The material may be placed in accordance with the current City of Georgetown's Construction Specifications and Standards G4.05 E. Backfilling Operation Item 2.
5. The subgrade improvement should be extended 3 feet beyond the back of the curb line.
6. These pavement thickness designs are intended to transfer the load from the anticipated traffic conditions.
7. The responsibility of assigning street classification to the streets in this project is left to the civil engineer. If pavement designs other than those listed above are desired, please contact MLA Labs, Inc.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10E.

AGENDA DATE: August 01, 2019

PRESENTED BY: Michel Sorrell, Assistant City Manager/CFO

ITEM:

Resolution authorizing the City Manager to execute an Interlocal Agreement with Williamson County for the collection of Public Improvement District (PID) Assessments. (Michel Sorrell)

**STRATEGIC GUIDE
POLICY:**

Fiscal Responsibility

ITEM BACKGROUND:

In December 2018 the City Council accepted a Service and Assessment Plan and Assessment Roll for Hutto Co-Op Public Improvement District. The collection of the Public Improvement District (PID) assessments will need to be contracted through the Williamson County Tax Assessor-Collector.

Currently the City has a separate Interlocal Agreement, adopted through a Resolution in 2000, with the Williamson County Tax Assessor-Collector to collect property tax.

BUDGETARY AND FINANCIAL SUMMARY:

The creation of the Co-Op PID, cost of infrastructure improvements, and debt service are predicated on the collection of assessments.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not Applicable

CITY ATTORNEY REVIEW:

Not Applicable

STAFF RECOMMENDATION:

Staff recommends the consideration and possible action on the resolution to contract through an interlocal with Williamson County to collect assessments related to the Co-Op PID.

SUPPORTING MATERIAL:

1. Resolution - Authorizing an Interlocal with Williamson County Assessor (Co-OP PID)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

THE STATE OF TEXAS	§	ASSESSMENT COLLECTION AGREEMENT
	§	FOR THE HUTTO CO-OP PUBLIC
COUNTY OF WILLIAMSON	§	IMPROVEMENT DISTRICT

WHEREAS, the City of Hutto, a Texas home rule municipality, and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the City of Hutto, a Texas home rule municipality duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for PID assessment collection purposes for those properties within the Hutto CO-OP Public Improvement District located within Hutto, Williamson County, Texas (the "Hutto CO-OP PID") only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect assessments which are levied by the Jurisdiction within the Hutto CO-OP PID.

B. The Jurisdiction agrees to provide annually and upon request information pertaining to the properties, CAD quick ref IDs, legal descriptions, situs address, owner names, current year assessment, total assessment and remaining assessment balance in a format determined by the County.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code and Local Government Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the assessment levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the assessment collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from assessment collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that an assessment payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from assessment collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must provide assessment information not later than September 1 or as soon thereafter as practicable.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its assessment rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property assessments. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each real property parcel of taxable property, or account. The number of accounts assessed by the Jurisdiction and amounts to be assessed shall be determined by the Jurisdiction or agents thereof. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about March 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of assessments as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the assessment collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of assessments collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its assessment collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the assessment records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of assessments.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed _____, 20_____.

COUNTY OF WILLIAMSON

Bill Gravell, County Judge
County of Williamson

Larry Gaddes PCAC, CTA
Tax Assessor/Collector,
County of Williamson

JURISDICTION

Odis Jones, City Manager

RESOLUTION NO. _____

**AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR
COLLECTION OF ASSESSMENT**

WHEREAS, the City of Hutto desires to levy an assessment in each fiscal year within the Hutto CO-OP Public Improvement District located in Hutto, Williamson County, Texas, in accordance with the service and assessment plan and the ordinance levying assessments for the Hutto CO-OP PID; and

WHEREAS, The County of Williamson, Texas, provides assessment collection services; and

WHEREAS, the City of Hutto finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of PID assessments;

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

The City Manager of the City of Hutto is hereby authorized and directed to enter into a contract with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the _____ of the _____ on the _____ day of _____, 20____.

Odis Jones, City Manager

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF ASSESSMENT TAXES

WHEREAS, the County of Williamson performs assessment collection for taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with the City of Hutto for the collection of assessments levied within the Hutto CO-OP Public Improvement District located in Hutto, Williamson County, Texas (the "Hutto CO-OP PID");

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor/Collector are hereby authorized and directed to enter into a contract with the City of Hutto in the form attached hereto as Exhibit A for the collection of assessment taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the _____ day of _____, 20__.

Bill Gravell, County Judge
County of Williamson

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 10F.

AGENDA DATE: August 01, 2019

PRESENTED BY: Samuel Ray

ITEM:

Consideration and possible action on a resolution authorizing the City Manager to enter into an agreement with Excel Construction Services to perform work on the Shiloh Pumping Station to increase capacity from 2.16 million gallons per day to 3.27 million gallons per day for an amount not to exceed \$351,491.00. (Samuel Ray)

**STRATEGIC GUIDE
POLICY:**

Infrastructure & Growth

ITEM BACKGROUND:

The Shiloh Pumping Station supplies the majority of the water coming into the City of Hutto from the cities well fields. Due to the growth of the city the demand for water within the city is increasing. In order to stay in compliance with the TCEQ's requirements for water supply based on the peak day demand the city needs to increase the amount of water that can be supplied from the well field to the city.

BUDGETARY AND FINANCIAL SUMMARY:

Three quotes for this work were obtained by the cities consultant DCS Engineering, LLC and Excel Construction Services was the lowest of the three bids at \$351,491.00.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not Applicable

CITY ATTORNEY REVIEW:

Not Applicable

STAFF RECOMMENDATION:

Staff Recomends Approval

SUPPORTING MATERIAL:

1. [Resolution](#)
2. [Bid Summary](#)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
2017 CO	55	040	163	6622	\$351,491.00	Yes
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO. R

A RESOLUTION APPROVING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH EXCEL CONSTRUCTION SERVICES TO EXPAND THE SHILOH WATER PUMPING STATION FROM 2.16 TO 3.27 MILLION GALLONS PER DAY.

WHEREAS, the City requires to increase the amount of water that can be supplied to the city, and;

WHEREAS, the City requires compliance with TCEQ rules and regulations relating to public water providers, and;

WHEREAS, the City requires compliance with statutory bid requirements,

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

The Hutto City Council hereby authorizes the City Manager to enter into an agreement with Excel Construction Company for construction of pump station improvements not to exceed \$351,491.00.

CONSIDERED and RESOLVED on this the **1st** day of **August, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

**City of Hutto
Shiloh Pump Station Expansion
DCS Project No.: 20101408**

**BID OPENING
July 18, 2019**

BIDDERS		
Excel Construction Services	Archer Western Consruction	Advance Water Well Technologies
\$351,491.00	\$402,500.00	\$584,360.00

Bidder No. 1



REVISION 1

July 18, 2019

City of Hutto
DCS Engineering, LLC

RE: Shiloh Pump Station
Pump Station Expansion From 2.16 MGD to 3.27 MGD
Williamson County, Texas

Excel Construction Services, LLC is pleased to provide a Proposal for the work as described by DCS Engineering, LLC Plan Sheets Series 000 through Series 200, dated June 20, 2019.

Scope:

- Mobilization, Submittals, Operation and Maintenance Manuals, As Built.
- Earthwork.
- Demolition
- Buried and above grade pipe, fittings, valves and appurtenances. Restrained. Heat Trace and Insulation.
- Concrete Foundation.
- Epoxy Coatings.
- Install Owner furnished Pumps and Motors.
- New Pump Bases, Grouting and Pump Start Up.
- Electrical and Instrumentation.
- Temporary fencing as needed.
- Bonds.
- One Year Warranty.

Exclusions:

- SCADA Programming.
- Relocation of existing utilities.
- Materials Testing.
- Permits.
- Sales Tax.

PO Box 2260, Leander, Texas 78646
1202 Leander Drive, Leander, Texas 78641
512.259.5005 512.259.5665
www.excelconstruction.com

Total Lump Sum \$ 351,491.00

This proposal is good for sixty days.

PROPOSED BY:
EXCEL CONSTRUCTION SERVICES, LLC

Randal Park
PRESIDENT

PO Box 2260, Leander, Texas 78646
1202 Leander Drive, Leander, Texas 78641
512.259.5005 512.259.5665
www.excelconstruction.com

Bidder No. 2



City of Hutto, Texas

Shiloh Pump Station Expansion from 2.16 MGD to 3.27 MGD

Bid Date – July 17, 2019

Attn: Bryce Brady – DCS Engineering

Archer Western would like to submit this proposal to perform the following work:

- 1.) Furnish and Install the Pump Station foundation extension 9'-6" x 14'-10"
- 2.) Installation of the three new Owner furnished pumps on new concrete pump pads
- 3.) Remove and install two motors on the new Owner furnished pumps
- 4.) Yard piping to be demoed and installed per drawings 01C-01 and 01C-02
- 5.) Furnish and install piping, valves and fittings per drawing 02P-01
- 6.) Furnish and install heat tracing and piping insulation
- 7.) Electrical and instrumentation per the attached T Morales proposal
- 8.) Site restoration of disturbed areas
- 9.) Restrained joint piping to be accomplished by mechanical joint fittings and Meg-a-lugs. Full length pipe joints to be restrained by the means of gripper gaskets.
- 10.) We have included the baseplates and start-up for the pump supplied by Pump Solutions.
- 11.) Standard one-year warranty

All work to be performed with a total completion schedule of **16 weeks** from notice to proceed. We can have the pump station up and running within the first **10 weeks** with no surge relief valve. We would then come back and install the valve later. Payment to be net thirty days with no retainage.

Items not included in this proposal are the following:

- 1.) Testing of the existing piping system
- 2.) Shop drawing submittal and review
- 3.) Payment and performance bonds – adder would be **\$2,800.00**
- 4.) Sales Tax
- 5.) No office trailer for us or the engineer/owner

Total price for our scope of work: **\$402,500.00**

We acknowledge no addendums

Thank you for allowing Archer Western to bid on this project.

Scott Smiley
Business Group Leader – Archer Western Construction

1411 Greenway Drive, Irving, TX 75038
(972) 457-8500; fax (972) 457-8501

Bid For: ***Shiloh Pump Station Emergency Pump Mods
For the City of Hutto***

Closing: July 16th, 2019

Engineer: DCS Engineering

Addenda: None Seen, see following scope of work as discussed with engineer at the pre bid walk through on Friday, July 12th.

Clarifications:

- This quotation is contingent upon the execution of a mutually agreed upon subcontract.
- Quotation includes all conduit with wiring, switchgear, and instrumentation as detailed below.
- ***Trenching and backfill for underground electrical is included.***
- The rate of retainage withheld by the Prime Contractor for our subcontract shall not exceed the rate of retainage being withheld by the Owner from the Prime Contractor's payments.
- Pricing assumes trenching can be performed without damage to existing facilities. While Morales Company will take care to avoid them, because our quote does not include any contingencies to repair existing facilities, in the event damage occurs we reserve the right to request additional compensation if repairs are indeed required.

Electrical & Instrumentation Equipment And Services Included:

- Provide and install (1) solid state motor controller rated 150HP in the control room adjacent to the existing MCC. Power to the proposed controller will be made by tapping the horizontal bus in the MCC to feed the new controller. Anticipated shutdown of about 3 hours.
- Provide and install (1) manual transfer switch at pump 2 with associated conduit/wiring as noted on plan sheet 02P01 to facilitate using existing wiring to power up proposed pump 3 during interim construction activities.
- Provide and install (1) safety local disconnect switch at the proposed pump 3 location.
- Provide labor and materials to disconnect and reconnect the motors associated with pumps 1 & 2. Per the engineer's direction, existing wiring shall remain in place and be re-used.
- In regard to the existing motor controllers for pumps 1 and 2 we shall (A) reprogram each with a 40 second ramp down duration for deceleration during shut off and (B) modify each to delete existing cla-val operation interface from the control circuit(s). Quote assumes the existing controllers are sized for the proposed replacement motor(s) and that no component upgrades are required.
- Provide and install proposed Flexim Flexus single channel permanent flowmeter complete with traceable wet flow calibration certificate, a four-channel analog input card for connection to the existing Direct Logic PLC, with programming as noted on the plans.
- Connect power to the proposed heat tracing system (by others) using the available existing power circuit as noted on plan sheet 01C02, keynote 10. Our quotation assumes that the heat tracing subcontractor will provide a conduit connection box and/or thermostat adjacent to the existing wiring connection point which we will flex to for the final connection.
- We shall extend (1) 1" conduit from the control building to the proposed meter vault location for the transducer cables that connect back to the transmitter located in the control room.
- We shall extend (1) 2" conduit with wiring from the control building to the proposed booster pump 3 location near the pump pad.

Morales Company will install, terminate, and startup the above electrical and instrumentation equipment. All specified submittals, wiring diagrams, as-builts, and O&M manuals are included. Morales Company backs the entire installation with our standard one-year warranty.

Items Excluded:

- Sales Tax and Bonds!!
- See clarifications above.
- Pumps, motors, and / or control valves.
- Pressure gauges.
- Concrete encasement for underground electrical.
- Temporary power infrastructure.
- Heat tracing and/or piping insulation
- Structural backfill under buildings/structures and/or pads/slabs.
- Saw cutting, asphalt/concrete road/sidewalk patching, or demolition/removal/replacement thereof.
- Off-site trash removal, or disposal of trenching spoils.
- Final site preparation (topsoil), re-vegetation, and erosion control.
- Installation of in-line piping devices, or any process piping taps.
- All formed concrete, pole (drilled pier) bases, pads, slabs, for electrical / I&C equipment.
- T. Morales Company will not indemnify either the Prime Contractor, their Principals, the Engineer, nor the Owner from acts of their own negligence.

Pricing:

Lump Sum Bid..... \$ _____
Furnish and install electrical/instrumentation as detailed above.

Please note that performance and payment bond costs for the subcontract are not included in the quoted price but is available if required by the customer. I can be reached at the office (254-970-7004) or mobile at (512-415-9711) if you may have any further questions regarding this proposal.

Sincerely;
T. Morales Company

Farrell R. Prewitt
Owner/Partner

Bidder No. 3



July 15, 2019

City of Hutto
Attn: MD Hossain
401 W. Front Street
Hutto, TX 78634

Re: City of Hutto Shiloh Pump Station

New Baseplates:

- Provide two (2) new fabricated steel baseplates with custom dimensions to help match existing discharge piping centerline
- Provide two (2) new coupling guards (existing ones will not fit on new bases)

Installation of New Pumps:

- Remove two (2) pumps, bases, motors, grout, including electrical connections
- Install three (3) new complete baseplates with coupling guards for new Patterson pumps
- Install two (2) existing motors with new pumps, including electrical fittings to lengthen existing flex conduit to motor pecker head (due to raising the motor up for new pumps), one (1) new motor with new pump, grout, framing and anchor bolts

Flow Meter Vault Over Existing Booster Pump Discharge Piping:

- Provide excavation
- Provide and install compact sub base
- Provide and install gravel for sub base
- Provide and install vault bottom with dog house
- Provide crane to set manhole ring and cover
- Provide and install 5ft manhole ring and cover
- Provide and install extension for manhole
- Provide and install concrete in manhole on both ends to fill dog house opening
- Provide coring for holes through meter box
- Provide and install conduit and cable from existing SCADA cabinet to meter vault
- Provide and install Fluxus F721 Flow Meter on existing discharge piping
- Provide necessary ditching
- Tie in conduits from outside of building to inside of meter vault
- Provide backhoe
- Provide startup for clamp on meter
- Haul off spoils within site compound

Flow Meter Vault SCADA:

- CTWM will provide installation and programming for the 4-20mA GPM output from new flow meter to the existing Scada system. CTWM proposal is contingent on existing Scada equipment at the Shiloh site having an open Analog Input channel. **Programming at the master RTU will be done by others.**

Demo/Explore/Prep:

- Excavate 16in MJ suction valves
- Excavate 16in X 6in MJ suction tees
- Provide and install 6in MJ valve **(not shown on drawings)**
- Provide and install 6in coupling to tie back into existing suction **(not shown on drawings)**
- Provide and install concrete cap on top of coupling **(not shown on drawings)**
- Provide and install 6in bolt and gaskets sets **(not shown on drawings)**
- Cut existing 6in DI for installing new valves
- Exercise old 16in MJ valves to verify
- Exercise old 12in suction at GST to verify
- Exercise old 12in drain valve to verify
- Exercise old 6in suction valve to verify
- Exercise old 8in discharge valve to verify
- Demo thrust blocking on 16in suction cap
- Demo 16in suction going west **(not shown on drawings)**
- Demo 12in inlet going west **(not shown on drawings)**
- Recover old suction and inlet
- Demo existing 6in suction after new pumps are installed
- Demo concrete south side of pump pad
- Demo above ground suction piping
- Demo above ground discharge piping
- Haul off spoils within site compound
- Tie in new 6in valves
- Provide CTWM crane for installing above ground piping

Piping:

- Provide and install piping for connection to existing GST
- Provide and install 6in surge relief piping
- Provide 6ft ditch adder for surge piping
- Provide and install 6in DI 6ft adder
- Provide and install 6in surge relief valve **(What will the desired pressure setting be?)**
- Provide and install 16in tie into new piping
- Provide piping for pump connection
- Demo 16in FLG x FLG discharge spool
- Demo existing 16in X 8in FLG DI tee
- Demo existing 16in butterfly valve
- Reinstall existing 16in butterfly valve with bolt and gasket set
- Shut down of existing discharge line
- Reinstall new 16in line with 16in X 12in tees X 12in gate valves and 1in hub for sensing **(will not do hot tap)**
- Provide crane to lift and reinstall 16in transmission to minimize time
- Provide and install chlorine spray down of new 16in pipe and fittings
- Demo and re-terminate 150hp electric
- Provide and install 120volt circuit for heat trace
- Provide and install insulation with heat trace for exposed piping
- Paint exposed piping
- Tie into existing 16in
- Provide pressure testing

- Provide bac-t test **(if needed)**
- Provide and install concrete for new and old valve extensions
- Haul off spoils within site compound
- Provide and install sand bedding
- Provide ditching
- Provide and install check valves on discharge side of pumps

Manual Transfer Switch:

- Provide and install 3in galvanized pipe for electric rack
- Provide and install 1 5/8in galvanize strut for electrical rack
- Provide concrete for posts
- Provide and install 3in U-bolts
- Provide and install 1/4in SS spring nuts
- Provide and install 3/8in SS spring nuts
- Provide and install 3/8in SS flat washers
- Provide and install 1/4in X 1-inch SS flat washers
- Provide and install 1/4in SS nuts
- Provide and install 3/8in SS flat washers
- Provide and install 3/8in SS nuts
- Provide and install 200amp 3R MTS
- Demo existing 200amp and line side for high service pump #2 and re-terminate to line side of MTS.
- Re-terminate existing feeder in gutter (Do not cut existing conductors for reinstall)
- Provide and install sign for MTS for pump #2 and #3
- Provide and install 2in aluminum conduit to pecker head
- Provide and install strut straps on concrete for 2 pumps
- Provide and install 2in seal tight
- Provide and install 2in seal tight straight connectors
- Provide and install 2in seal tight 90 connectors
- Provide and install 4/0 copper wire
- Provide and install #4 copper wire for ground
- Provide and install motor lead kerines
- Provide and install filler tape rolls for kerines
- Provide and install electric tape for kerines
- Provide and install 8in X 8in X 96in 3R gutter
- Provide and install 2in aluminum nipples from gutter to disconnects
- Provide and install 2in aluminum hubs
- Provide startup of new pump #3
- Provide and install 2in future pipe from new gutter to below grade
- Provide and install soft start for 150hp high service pump #3. Soft start will have main breaker in a NEMA 1 enclosure

Piping for New Pump #3:

- Provide and install 16in tie in to new piping
- Provide and install 6in FLG x FLG DI pipe 9ft X6in
- Provide and install 16in X 16in tee
- Provide and install pump connection
- Provide and install 20in X 16in MJ reducer

- Provide crane to lift and reinstall 16in transmission
- Provide and install chlorine spray down of new 16in pipe & fittings
- Provide and install 16in X 16in X 5ft MJ DI 5ft adder for pump #3
- Provide and install insulation/heat trace for exposed piping
- Provide and install paint for exposed piping
- Provide pressure testing
- Provide and install concrete for new and old valve extensions
- Haul off spoils within site compound
- Provide and install sand bedding
- Provide ditching

Concrete Pad for New Pump #3:

- Provide excavation
- Provide and install road base
- Provide compaction
- Provide drilling into existing slab for diurls
- Provide form material
- Provide and install vapor barrier
- Provide and install concrete
- Provide and install chamfer strips for finished edges
- Provide and install rebar
- Provide and install rebar for pump base
- Provide and install pump pad set prior to concrete
- Provide and install 4000psi concrete for pump pad
- Provide concrete test (if needed)
- Haul off spoils within site compound

TOTAL LUMP SUM OF \$584,360.00

Exceptions:

- If additional Analog Input card for Scada system is needed, additional charges will apply
- Advanced Water Well Technologies takes exception to any and all design flaws, due to scope of work and materials designed by other
- Advanced Water Well Technologies takes exception to any and all failures due to any and all existing components, parts, designs, and foundations being used, including but not limited to existing motors, existing foundations, existing electrical, existing electrical controls, existing pipe work, pipe fittings and valves, and any other existing components being used that are not listed above
- Advanced Water Well Technologies takes exception to any and all associated issues and or failures due to valves, including check valves being utilized in place of existing pump control valves
- Advanced Water Well Technologies takes exceptions to any and all alignment issues. among a wide variety of reasons which can not all be listed here, this could include issues due to excessive slamming of check valves, creating excessive force and vibrations on pumps, piping, motors, and pump to motor couplings, issues arising from use of existing cement pump pads and pedestals, and/or anything else effecting pump, motor, pump to motor coupling alignment
- Advanced Water Well Technologies takes exception to any and all loss of use of any kind
- Advanced Water Well Technologies takes exception to maintaining service connections while work is being performed, their is always a risk and possibility for loss of service connections being maintained

- Advanced Water Well Technologies takes exception to each pump being out of service for a maximum of 4 days, there is always the possibility of each pump being out of service longer than 4 days
- Advanced Water Well Technologies takes exception to any associated damages to existing concrete foundation and any other existing components being used during construction, in the event existing concrete foundation and/or any other existing components must be repaired or replaced this will be at an additional cost to the City of Hutto
- Advanced Water Well Technologies take exception to any and all adverse effects to new and existing motor by programming soft starts to 40 seconds during shut down
- Advanced Water Well Technologies takes exception to all capacity requirements as all pumping equipment and system components designed by others and approved for order and installation
- Advanced Water Well Technologies takes exception to time frame of completion by July 2019 or before
- Any existing component found defective or not previously included within detailed drawings will be a change of scope at an additional cost to the City of Hutto
- No warranty will be provided on mechanical seals in pumps
- No warranty or additional alignment will be provided after initial alignment and system is placed into operation, if any additional alignment is needed this will be at an additional cost to the City of Hutto
- Due to existing system being revamped and modified with too many existing system components being reused, bonding is not offered or included within scope of work provided

Advanced Water Well Technologies, LLC warrants its craftsmanship against craftsmanship defects for one (1) year (defect to be determined on a case by case basis by Advanced Water Well Technologies or Subcontractors). In instance where manufacturer's warranties are required, the manufacturer determines if the equipment will be warrantied on a case by case basis. The following Terms and Conditions apply to this scope of work.

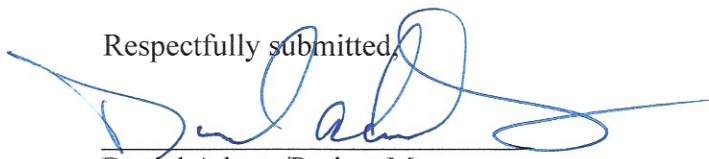
Any installation and warranty of pumps, motors, or pumping components included in this quote is strictly contingent upon acceptance of this quote and scope of work in full. Without acceptance of this full quote and scope of work, Advanced Water Well Technologies, LLC will not be responsible for any installation or warranty of pumps, motors, or pumping components

The Owner (City of Hutto) agrees to pay Advanced Water Well Technologies, LLC for the scope of work in the total sum of **\$584,360.00 (Five Hundred Eighty-Four Thousand Three Hundred Sixty Dollars and 00/100)**. This amount to be paid in 21 days or less from the date of invoice. If this scope of work requires progress payments because the necessary time to complete extends beyond 21 days, each payment request submitted by Advanced Water Well Technologies, LLC will be paid 21 days or less.

This proposal is good for thirty (30) days.

We appreciate the opportunity to provide this quote and if you have any questions please call. However if this meets with your approval please sign and date below and email to michelle@awwttec.com.

Respectfully submitted,



Daniel Adams/Project Manager
Advanced Water Well Technologies, LLC

Approved by _____

Date _____

CITY OF HUTTO

CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10G.

AGENDA DATE: August 01, 2019

PRESENTED BY:

ITEM:

Consideration and possible action on a resolution to authorize the City Manager to execute a Wholesale Water Services Agreement between the City of Hutto and Manville Water Supply Corporation. (Mike Shaunessy)

STRATEGIC GUIDE
POLICY:

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

SUPPORTING MATERIAL:

1. Whole Sale Water Services Agreement - City of Hutto Manville Water Supply Corp.

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

**WHOLESALE WATER SERVICES AGREEMENT BETWEEN
THE CITY OF HUTTO, TEXAS, AND
MANVILLE WATER SUPPLY CORPORATION**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS WHOLESALE WATER SERVICES AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF HUTTO, TEXAS ("Hutto"), a Texas home rule city, and MANVILLE WATER SUPPLY CORPORATION ("Manville"), a Texas non-profit water supply corporation and member-owned retail public utility, operating under the provisions of Chapter 67, Texas Water Code. Hutto and Manville may be referred to collectively herein as the "Parties."

RECITALS

1. Manville owns, operates and maintains a water supply, distribution and delivery system consisting of water storage, transmission and distribution facilities and related appurtenances to serve the needs of its customers.
2. Hutto owns, operates and maintains a water supply, distribution and delivery system consisting of water storage, transmission and distribution facilities and related appurtenances to serve the needs of its customers located within Hutto's Service Area (as defined below).
3. Manville and Hutto are currently parties to a May 1, 2003 Wholesale Water Services Agreement ("the 2003 Agreement") that resulted in litigation between the Parties and that was assigned Cause Number 18-0301-C368 in the 368th Judicial District Court of Williamson County, Texas, and styled *City of Hutto Texas v. Manville Water Supply Corporation* (the "Litigation")
4. The Litigation is currently pending and the Parties now desire to settle the Litigation and enter into this Agreement setting forth new terms and conditions pursuant to which Manville will sell and Hutto will purchase wholesale water.
5. The Parties mutually agree to dismiss the Litigation with prejudice upon entering into this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hutto and Manville agree as follows:

ARTICLE I
DEFINITIONS



Section 1.01. Definitions of Terms. As used in this Agreement, except as otherwise provided herein, the following terms have the meanings ascribed in this section.

- (a) "Agreement" means this "Wholesale Water Services Agreement between the City of Hutto and Manville Water Supply Corporation," effective as of the date provided herein.
- (b) "Costs of Manville's System" means all costs of acquiring, constructing, developing, permitting, implementing, expanding, improving, enlarging, bettering, extending, replacing, repairing, maintaining and operating Manville's System, including, without limiting the generality of the foregoing, the costs of property, interests in property, capitalized interest, land, water, water rights, easements and rights-of-way, damages to land and property, leases, facilities, equipment, machinery, pumps, pipes, tanks, valves, fittings, mechanical devices, office equipment, assets, contract rights, wages and salaries, employee benefits, chemicals, stores, material, supplies, power, supervision, engineering, testing, auditing, franchises, charges, assessments, claims, insurance, engineering, financing, consultants, administrative and overhead expenses, auditing expenses, legal expenses and other similar or dissimilar expenses and costs required for Manville's System. Costs of Manville's System shall also include reasonable amounts for an operation and maintenance reserve fund, debt service reserve fund, required coverage of debt service, working capital, improvements, replacements, repairs, capital improvements and appropriate general and administrative costs.
- (c) "Day" means a 24-hour period beginning at 12:00 AM and ending at the following 11:59 PM.
- (d) "Delivery Point(s)" means the point(s) at which Hutto may withdraw water from Manville's System for distribution within Hutto's Service Area. The current and only Delivery Point established under this Agreement is Hutto's Master Meter, located at EXISTING and more particularly described on Exhibit A attached hereto. **LOCATION**
- (e) "Effective Date" of this Agreement means the date described in the last paragraph of this Agreement.
- (f) "Emergency" means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition of insufficiency of service or of facilities resulting in social distress. The term includes Force Majeure and acts of third parties which cause Manville's System to be unable to provide the water services agreed to be provided herein.
- (g) "Force Majeure" means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity or any civil or military authority, acts, orders or delays thereof of any

regulatory authorities with jurisdiction over the parties, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, partial or complete failure or interruption of water supply, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.

- (h) "Master Meter" means the meter located at the Delivery Point.
- (i) "Manville" means the Manville Water Supply Corporation, a Texas non-profit water supply corporation and member-owned retail public utility, operating under the provisions of Chapter 67, Texas Water Code.
- (j) "Hutto's Service Area" means the water supply service area within the certificated service area for Certificate of Convenience and Necessity No. 11144, as it may be amended from time to time.
- (k) "Hutto's System" means Hutto's municipal water supply, distribution and delivery system consisting of water storage, transmission and distribution facilities and related appurtenances.
- (l) "Party" means either Hutto or Manville as the context requires. "Parties" means Hutto and Manville.
- (m) "PUC" means the Public Utility Commission of Texas.
- (n) "Manville's System" or "Water System" means all water treatment, supply, transmission and distribution facilities, wells, lines, mains, reservoirs, pump stations, residential, commercial and industrial connections and any other parts or components that comprise the water system of Manville, together with all extensions, expansions, improvements, enlargements, betterments and replacements thereof.
- (o) "TCEQ" means the Texas Commission on Environmental Quality and its predecessor and successor agencies.
- (p) "Water" or "Potable Water" means water delivered by Manville hereunder at the Delivery Points which shall be potable water of a quality conforming to the requirements of any applicable federal or state laws, rules, regulations or orders, including requirements of the TCEQ for water used for human consumption and other domestic use.

Section 1.02. Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall not be considered or given any effect in construing this Agreement.

ARTICLE II



TERMINATION OF 2003 AGREEMENT

Section 2.01. 2003 Agreement Terminated. Upon execution of this Agreement, the 2003 agreement is terminated and for all purposes cancelled.

Section 2.02. Release and Waiver. Hutto and Manville each release the other from any and all obligations and waive any benefit from the 2003 Agreement and any amendments thereto. This mutual release and waiver is unlimited, and includes all obligations and benefits obtained by the Parties derived from the 2003 Agreement and any Amendments, including, but not limited to any obligation by Manville to sell, provide or deliver wholesale water to serve Hutto, and Hutto to accept and pay for said water, except as provided for herein. Any and all other contracts and agreements of every description existing by and between Hutto and Manville for the sale and purchase of water are likewise cancelled and terminated.

ARTICLE III **DELIVERY OF WATER**

Section 3.01. Quantity and Pressure.

- (a) Subject to the limitations set forth herein, Manville agrees to sell to Hutto treated water needed and requested by Hutto for Hutto's Service Area, in a total amount as measured at the Master Meter not to exceed 200,000 gallons per Day, but not in excess of a peak flow rate of 650 gallons per minute ("GPM") times and quantities being of the essence hereof. Manville shall make the water available at the Delivery Point at a minimum pressure of not less than 35 pounds per square inch ("PSI").
- (b) Manville shall read the water meter daily and determine the number of gallons of water provided to Hutto for the preceding Day as a reservation of capacity fee. Hutto shall pay for a minimum of 200,000 gallons of water per Day as a reservation of capacity fee irrespective of the fact that it may have used less than 200,000 gallons of water on that Day. Statements of charges shall be submitted monthly.
- (c) On any Day, for all water taken in excess of 200,000 gallons per Day and less than 600,000 gallons per Day, Manville shall submit a statement to Hutto and Hutto shall pay at the normal monthly billing rate.
- (d) On any given Day, for all water taken in excess of 600,000 gallons per Day, Manville shall submit a statement to Hutto and Hutto shall pay at the normal monthly billing rate plus a surcharge of twenty per cent (20%) for all water used in excess of 600,000 gallons per Day. If the amount of water taken exceeds 820,000 gallons on any given Day, Manville may at its option and without notice terminate further delivery of water for the balance of the month during which the overage occurred. Manville may, at its option and sole expense, without notice, install valves at each Delivery Point, to limit delivery of water to a maximum of 820,000 gallons per Day, provided that the installation does not interrupt water delivery to Hutto for more than 6 hours.

- (e) Manville at its sole discretion may allow additional water to be taken by Hutto, over 820,000 GPD, but only when approved in advance in writing by the Manville General Manager.
- (f) Within ten (10) business day of receipt of a statement for monthly charges from Manville, Hutto will pay the statement unless there is a dispute regarding the accuracy of the billing. If possible, the dispute will be resolved by consultation between the engineers for Manville and Hutto. Hutto will pay in full any undisputed amounts of the statement within the ten day period.
- (g) The parties may increase the maximum service level hereunder by entering into a written amendment of this Agreement. In addition, Hutto must submit a request to increase the amount of water it purchases from Manville if Hutto's use exceeds the quantity limitation set forth in Section 3.01(a), above, for over fifty percent (50%) of the days within any 30-day time period. Manville may, in its sole discretion, deny any such request, whereupon Hutto will strictly adhere to the use and quantity limitations set out in this Agreement.
- (h) Manville must deliver the water to Hutto through the currently existing Master Meter, to be replaced by a Neptune auto-read meter as herein provided, for future deliveries. The Parties may from time to time agree upon additional Delivery Points. Prior to establishing additional Delivery Points, the Parties' respective engineers must mutually agree on the location of the Delivery Points.
- (i) Manville will maintain ownership of the water until it passes through the meter(s) at the Point(s) of Delivery. Thereafter, Hutto will own the water. Manville will bear no responsibility for supply, distribution, or pressure issues of any description, other than providing the quantity of water as herein specified, and shall have no responsibility for pressure or distribution issues on the downstream (City) side of the master meter(s).
- (j) Manville will commence delivery to Hutto under the terms of this contract upon the installation and making functional the items specified in paragraph 4.01(c).

Section 3.02. Nondiscrimination. Water service provided to Hutto by Manville shall be nondiscriminatory and consistent with Manville's policies, tariffs and regulations applicable to wholesale water service, as amended from time to time and the law and consistent with section 5.02 below.

Section 3.03. Quality of Water Delivered to District; Information Between Parties. The water delivered by Manville hereunder at the Delivery Points shall be potable water of a quality conforming to the requirements of any applicable federal or state laws, rules, regulations or orders, including requirements of the TCEQ for human consumption and other domestic use.

Section 3.04. Information. Each Party agrees to provide to the other Party, in a timely manner, any information or data regarding this Agreement or the quality of treated water provided

through this Agreement as required for reporting to state and federal regulatory agencies.

ARTICLE IV
METERING; ESTIMATING WATER DELIVERIES

Section 4.01. Master Water Meter and Appurtenances:

- (a) Manville will own the master meter, and the parties shall equally share in the expenses of maintaining, repairing or replacing as necessary.
- (b) Hutto shall pay Manville for a new Neptune AMR meter and installation (meter vault is already in place).
- (c) Hutto will purchase, install and maintain (repair or replace) a backflow preventer (double check valve) and vault or hot box (Hutto's choice) downstream of the master meter (Hutto will own).
- (d) Manville will purchase, install and maintain (repair or place) the control valve, pad and controller (Manville owns).

Section 4.02. Meter Accuracy; Calibration; Consumer Audit.

- (a) The Master Meter may be calibrated at any reasonable time by either Party to this Agreement at such Party's expense, provided that the Party making the calibration shall notify the other Party at least one (1) week in advance and allow the other Party to witness the calibration. The Master Meter shall be tested promptly upon demand of either Party. The expense of such test shall be borne by the requesting Party if the tested meter is found to be within 3% of the test result and by the other Party if the tested meter is found to not be within 3% of the test result.
- (b) If, as a result of any test, the Master Meter is found to be registering inaccurately (in excess of 3%), the readings of the Master Meter shall be corrected at the rate of its inaccuracy for any period which is definitely known or agreed upon or, if no such period is known or agreed upon, the shorter of:
 - (1) a period extending back either sixty (60) Days from the date of demand for the test or, if no demand for the test was made, sixty (60) Days from the date of the test; or
 - (2) a period extending back one-half of the time elapsed since the last previous test.

Section 4.03. Alterations to Manville System Prior to Delivery. Manville shall be responsible at its cost and expense for making any improvements to its internal Water System in order to furnish Hutto with the water service contemplated herein, save and except improvements specific to and necessary to the delivery of water under this Agreement.

including but not limited to backflow preventers at each meter site, and auto-read water meters of a character compatible with the Manville system and as specified by Manville, all of which shall be installed and maintained by Manville with all expense shared equally by the Parties, except as heretofore provided.

ARTICLE V
CHARGES, ADDITIONAL CONSIDERATION;
BILLING AND FINANCIAL MATTERS

Section 5.01. Volume Rate. Hutto will pay Manville a rate per 1,000 gallons of water supplied to Hutto under the procedures established in this Agreement. The monthly rate for the calendar year 2019 and thereafter until modified under this Agreement shall be \$3.50 per one thousand (1,000) gallons (the "Initial Monthly Rate"), which is the current Manville Uniform Wholesale rate.

Section 5.02. Modification of Charges and Rates. Beginning with calendar year 2020 and each year thereafter, the monthly rate is subject to adjustment by Manville pursuant to a water rate study performed to determine the Costs of Manville's System in accordance with standard rate setting principles applied by the PUC, or successor state water regulatory authorities, including appeals conducted as mandated by Title 16, Part 2, Chapter 24, Subchapter J, Sections 24.301-24.321, TAC. Manville must give Hutto notice of any rate increase. If Hutto gives notice it will oppose Manville's rate increase within 45 days of receipt of notice of a the rate increase and timely files an appeal of the rate increase, the rate increase will not go into effect until and unless the PUC approves the increase by order. If Hutto does not give notice it will oppose Manville's rate increase and/or fails to timely appeal the rate increase, the rate increase will go into effect on the 90th day after Manville gave notice. Under no circumstances will Manville charge Hutto any rate that is higher than any of Manville's other wholesale customers. For so long as Manville maintains a standard uniform wholesale rate, that rate, subject to standard PUC review, shall be deemed a reasonable and appropriate rate under this Agreement, provided, however, this will not allow Manville to increase Hutto's wholesale water rate other than as set forth in this paragraph.

Section 5.03. Initial Lump Sum. Upon execution of this Agreement by both parties, Hutto will pay to Manville a lump sum of One Hundred Thousand Dollars (\$100,000.00).

Section 5.04. Billing and Payment. Manville shall bill Hutto one time each month for the amount owed for the Volume Rate. Each bill submitted to Hutto by Manville shall be paid to Manville at its main office in Coupland, Texas, by check or bank wire transfer on or before thirty days from, the date of the invoice. In the event Hutto fails to make payment of a bill within said thirty (30) day period, Hutto must pay interest on the unpaid balance at a rate equal to twelve percent (12%) per annum. If the bill has not been paid by the due date, Hutto further agrees to pay all costs of collection including reasonable attorney's and witness fees and court costs.

ARTICLE VI
TERM; DEFAULT; REMEDIES; INDEMNIFICATION; INSURANCE

Section 6.01. Term. Unless renewed or extended in writing, this Contract and all obligations to purchase or sell water shall terminate without notice fifteen (15) years from the date of

execution.

Section 6.02. Default.

- (a) In the event Hutto defaults in the payment of any amounts due Manville under this Agreement or in the performance of any material obligation to be performed by Hutto under this Agreement, Manville shall have the right to temporarily limit water services to Hutto under this Agreement until such default is cured by Hutto. Before exercising this right, Manville shall give Hutto five (5) day's written notice of the default and of the opportunity to cure the same. In the event the default remains uncured, thirty (30) days after Manville gives Hutto the aforesaid written notice of default, then Manville shall have the right to permanently restrict water services to Hutto under this Agreement.
- (b) In the event Manville shall default in the performance of any material obligation to be performed by Manville under this Agreement, then Hutto, after having given Manville five (5) day's written notice of such default and the opportunity to cure same, shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Manville. In the event such default remains uncured for a period of thirty (30) days, Hutto shall have the right to notify Manville that going forward it intends to take a more limited amount of water services from Manville, such reduction shall not constitute a breach of this Agreement and thereafter Hutto shall only be charged for the lesser amount of water it is taking.
- (c) By mutual agreement, the Parties may also submit any dispute or controversy to non-binding mediation upon mutually acceptable terms and conditions.

Section 6.03. Additional Remedies Upon Default. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any Party hereto and shall be cumulative of the remedies provided herein.

Section 6.04. Texas Government Code Section 271.151, et seq. The parties agree and stipulate that this Agreement constitutes a written contract for the purchase and sale of goods or services as described in Texas Local Government Code Sections 271.151-271.160, and that governmental immunity is waived by Hutto for purposes of adjudicating claims for breach hereof. It is further agreed and stipulated that no portion of this Agreement constitutes the incurring of debt for purposes of Article XI Section 5, Texas Constitution.

Section 6.05. Retail Use Only. The water sold by Manville under this contract is for the use of Hutto retail water customers, and may not be resold by Hutto on a wholesale basis to other utilities.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.01. No Property Interests Conveyed. No Manville real property interests,

easements, lines, storage facilities, or other infrastructure convey to Hutto as a result of this agreement.

Section 7.02. No Service to Manville Customers. Hutto will not provide service to any of Manville's existing retail customers as a result of this agreement.

Section 7.03. Records. Hutto and Manville each agree to preserve, for a period of at least five years from the date of their preparation or production, all books, records, test data, charts and other records pertaining to this Agreement. Hutto and Manville shall each, respectively, have the right at all reasonable business hours to inspect such records to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

Section 7.04. Force Majeure. If any Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement other than an obligation to pay or provide money, then such obligations of that Party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of either Party hereto, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing Party or parties when such settlement is unfavorable to it in the judgment of either Party hereto.

Section 7.05. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be unenforceable, invalid or unlawful for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby, provided, however, in such event the parties mutually covenant and agree to attempt to implement the unenforceable, invalid or unlawful provision in a manner which is enforceable, valid or lawful.

Section 7.06. Entire Agreement; Modifications. This Agreement constitutes the sole agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed and supersedes any and all prior understandings, negotiations, representations or agreements, whether oral or written. This Agreement shall be subject to change or modification only with the mutual written consent of Hutto and Manville.

Section 7.07. Amendments. This agreement may not be amended or modified except with the written consent of Hutto and Manville.

Section 7.08. Addresses and Notices. Unless otherwise notified in writing by the other, the attention addressees, addresses, telephone numbers, facsimile numbers and e-mail addresses of Hutto and Manville are as follows:

Hutto: City of Hutto



Attn: City Manager
500 W. Live Oak St.
Hutto, Texas 78634
(512) 759-4033

Manville: Manville Water Supply Corporation
Attn: General Manager
13805 S. SH 95
Coupland, Texas 78615
(512) 856-2488

Section 7.09. Assignability; Successors Rights. This Agreement may not be assigned by either Party to any other entity without the express written consent of the other Party, which consent shall not be unreasonably withheld or delayed. This Agreement and the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors, assigns and legal representatives of the parties hereto.

Section 7.10. Good Faith. Each Party agrees that, notwithstanding any provision herein to the contrary, neither Party will unreasonably withhold or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, it being agreed and understood that each Party shall act in good faith and shall at all times deal fairly with the other Party.

Section 7.11. Interpretation.

- (a) This Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Agreement.
- (b) This Agreement shall not be construed as an agreement of fiduciary relationship, of partnership, of joint venture, of an equity position, or of any other form of business arrangement other than as an agreement for provision of water services. Services provided are not exclusive to Hutto and may be provided to others at the sole discretion of Manville consistent with the terms of this Agreement.
- (c) This Agreement has been authored jointly by the parties hereto, and neither this Agreement as a whole nor any term or provision hereof shall be construed as having been authored by or at the sole direction of either Party.

Section 7.12. Titles and Headings. The title of this Agreement, titles and headings of articles and sections hereof have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 7.13. Counterparts. This Agreement may be executed in as many counterparts as may be convenient or required. All counterparts shall collectively constitute a single

instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart.

Section 7.14. Governing Law; Venue. The terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America from time to time in effect. Williamson County, Texas shall be the place of venue for suit hereon.

Section 7.15. Authority of Parties Executing Agreement. By their execution hereof each of the undersigned parties represents and warrants to the other Party to this document that he or she has the authority to execute the document in the capacity shown on this document.

[Endorsements page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original and of equal force and effect, to be effective on the later date (the "Effective Date") accompanying the signature lines below:

MANVILLE WATER SUPPLY CORPORATION

By: 
Jack Atterstrom, President

Date: 7/11/19

CITY OF HUTTO, TEXAS

By: _____
Doug Gaul, Mayor

Date: _____

ATTEST:

By: _____
Lisa Brown, City Secretary

Date: _____

List of Exhibits: Exhibit A- Map of Delivery Point (Master Meter)

City of Hutto Connection Point to Manville W.S.C.

Exhibit "A"

Legend

- 8 Inch Transmission Line
- Connection Point

Connection Point

30.527985; -97.565371

Kohmat Dr

Knowles Dr

Knippa Cove

300 ft

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10H.

AGENDA DATE: August 01, 2019

PRESENTED BY: Jessica Geray, Director of Economic Development

ITEM:

Consideration and possible action on a resolution authorizing the City Manager to execute a 380 agreement with Southside Market. (Jessica Geray)

**STRATEGIC GUIDE
POLICY:**

Well Balanced & Diversified Economy

ITEM BACKGROUND:

Southside Market & BBQ is a tenant in the Co-Op Mixed Use Development. The proposed 380 Agreement allows for a rebate of 50% of sales tax paid by the restaurant over 10 years not to exceed \$100,000.

The purpose of the 380 Agreement is to promote economic development as authorized by Chapter 380 of the Local Government Code.

BUDGETARY AND FINANCIAL SUMMARY:

Company anticipates annual taxable sales of \$2,000,000. This 380 agreement proposes a rebate of 50% for 10 years, not to exceed \$100,000.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not Applicable

CITY ATTORNEY REVIEW:

Reviewed by City Attorney

STAFF RECOMMENDATION:

Staff recommends approval

SUPPORTING MATERIAL:

1. Resolution

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

RESOLUTION NO. R_____

A RESOLUTION PROVIDING AN ECONOMIC DEVELOPMENT GRANT PURSUANT TO CHAPTER 380 OF THE LOCAL GOVERNMENT CODE TO SOUTHSIDE MARKET & BBQ AS AN ECONOMIC DEVELOPMENT INCENTIVE.

WHEREAS, Article 3, Section 52-a of the Texas Constitution authorized the legislature to provide for the creation of programs and the making of loans and grants of public money for certain specified public purposes; and

WHEREAS, pursuant to such authorization, the legislature passed Chapter 380 of the Texas Local Government Code ("Local Government Code"), which contains certain statutes authorizing municipalities to establish certain economic development programs (hereinafter referred to as a "Chapter 380 Program"); and

WHEREAS, Section 380.001 of the Local Government Code permits a municipality to establish and provide for the administration of one or more Chapter 380 Programs to promote state or local economic development and to stimulate business and commercial activity in the municipality, including programs for making loans and grants of public money and providing personnel and services of the municipality; and

WHEREAS, the purpose of this Agreement is to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code.

WHEREAS, the City hereby establishes and authorizes the making of economic development grants to the Company in recognition of the positive economic benefits to the City; and

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

that the Hutto City Council hereby approves the resolution for a 380 agreement with Southside Market and BBQ a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **1st** day of the month **August, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

CITY OF HUTTO

CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10I.

AGENDA DATE: August 01, 2019

PRESENTED BY:

ITEM:

Consideration and possible action on a resolution to adopt the Council Chambers Rental Policy. (Emily Parks)

STRATEGIC GUIDE
POLICY:

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

SUPPORTING MATERIAL:

There are no supporting documents.

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 10J.

AGENDA DATE: August 01, 2019

PRESENTED BY: Michel Sorrell, Assistant City Manager/CFO

ITEM:

Resolution authorizing the City Manager to execute an engagement letter with the audit firm Whitley Penn, LLP for fiscal year 2019 audit. (Michel Sorrell)

**STRATEGIC GUIDE
POLICY:**

Fiscal Responsibility

ITEM BACKGROUND:

It is a requirement of the City Charter to perform a audit each year over the financial statements of the City. Whitley Penn performed the City of Hutto's audit last year after being approved by City Council through the bidding process. Whitley Penn exceeded expectations last year.

BUDGETARY AND FINANCIAL SUMMARY:

Whitley Penn is in the second year of a 3 year agreement to provide audit services. Their pricing is in line with the other proposals received last year.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends engaging Whitley Penn, LLP for the 2019 City Audit.

SUPPORTING MATERIAL:

1. [Engagement Letter 2019](#)
2. [Resolution](#)

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

July 18, 2019

To the Honorable Mayor, Members of the
City Council and the City Manager
City of Hutto, Texas

The following represents our understanding of the services we will provide City of Hutto, Texas (the "City").

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2019, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule
- 3) Schedule of Changes in the Net Liability and Related Ratios (Pension and Other Post-Employment Benefits (OPEB))
- 4) Schedule of Contributions (Pension and OPEB)

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- 1) Combining and Individual Fund Statements and Schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- 1) Introductory Section
- 2) Statistical Section

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws,

regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
3. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
4. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the entity's auditor;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
10. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With respect to any nonattest services we perform, City management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of

the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. Nonattest services could include assistance with the preparation of financial statements including the government-wide journal entries and note disclosures.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Timing and Fees

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	September 2019
Perform year-end audit procedures	February 2020
Issue audit reports	March 2020

Guadalupe R. Garcia is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Whitley Penn, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the audit services will be based on the amount of time required and the difficulty of the work involved which we estimate to be \$61,700. The fee estimate for the audit is based on anticipated cooperation from the City's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation and payment is due in Tarrant County. You agree to pay reasonable attorney fees and collection costs incurred relating to collection of fees for services performed under the terms of this engagement. In accordance with Whitley Penn, LLP policy, work may be suspended if your account becomes 30 days or more past due and will not resume until your account is paid in full. In addition, invoices not paid in full by the last day of the month will be assessed interest

at a rate of one percent per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Our final auditors' report will be released upon final payment of any outstanding invoices.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We would like to make the following comments regarding the fee estimates:

- 1) Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may be promulgated by the AICPA, Congress, or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.
- 2) The City's personnel are responsible for the preparation of all items requested in the Prepared by Client ("PBC") listing and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees, as well as the possibility of postponing our fieldwork. The PBC listing will be provided to you during the planning process of the engagement.
- 3) Time incurred for audit adjustments identified during our audit and the related additional testing required has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the exceptions and obtain approval for any additional fees which may be incurred.
- 4) Our fee estimates are based on all general ledger sub ledgers being reconciled to the general ledger balance and any adjustment necessary should be recorded to the general ledger prior to our fieldwork start date.

The ethics of our profession prohibit the rendering of professional services where the fee for such services is contingent, or has the appearance of being contingent, upon the results of such services. Accordingly, it is important that our bills be paid promptly when received. If a situation arises in which it may appear that our independence would be questioned because of significant unpaid bills, we may be prohibited from issuing our auditors' report.

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the City and Whitley Penn, LLP agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to our services and fees for this engagement. Any controversy, dispute, or questions arising out of or in connection with this agreement or our engagement shall be determined by arbitration conducted in accordance with the rules of the American Arbitration Association, and any decision rendered by the American Arbitration Association shall be binding on both parties to this agreement. The costs of any arbitration shall be borne equally by the parties. Any and all claims in arbitration relating to or arising out of this contract/agreement shall be governed by the laws of the State of Texas and to the extent any issue regarding the arbitration is submitted to a court, including the appointment of arbitrators or confirmation of an award, the District courts in Tarrant County shall have exclusive jurisdiction. Any action arising out of this agreement or the services provided shall be initiated within two years of the service provided.

This letter replaces and supersedes any previous proposals, correspondence and understanding, whether written or oral. The agreements contained in this engagement letter shall survive the completion or termination of this engagement.

To ensure that Whitley Penn, LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Whitley Penn, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Whitley Penn, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Honorable Mayor and Members of City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

To the Honorable Mayor, Members of the
City Council and the City Manager
July 18, 2019
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Whitley Penn LLP

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Hutto, Texas by:

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO.

A RESOLUTION APPROVING THE CITY MANAGER TO EXECUTE AN ENGAGEMENT LETTER WITH THE AUDIT FIRM WHITLEY PENN FOR THE FISCAL YEAR 2019 AUDIT.

WHEREAS, The City Charter, Section 8.14, requires at the close of each fiscal year and at other times as necessary, the City Council shall have a certified public accountant conduct an independent audit of all accounts of the City. The certified public accountant shall have no personal interest in the financial affairs of the City or of its officers. A summary of the results of the completed audit shall be on file in the City Secretary's office as a public record and shall be posted on the City's website and;

WHEREAS, The City accepted bids in 2018 and the staff choice was Whitley Penn LP.

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

The City Manager is authorized to execute an engagement letter with the audit firm Whitley Penn for the fiscal year 2019 audit.

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **1st** day of **August, 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lacie Hale, City Secretary

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 11A.

AGENDA DATE: August 01, 2019

PRESENTED BY: Lacie Hale, City Secretary

ITEM:

Consideration of and possible appointments to City Boards and Commissions. (Lacie Hale)

**STRATEGIC GUIDE
POLICY:**

Quality of Life & Services

ITEM BACKGROUND:

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.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

SUPPORTING MATERIAL:

1. Boards and Commissions Roster

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

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 Martinez	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: 7/9/2019

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		
	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	Vacant		Commissioner		June 30, 2021		
	Place 7	Vacant		Commissioner		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		

CITY OF HUTTO

CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11B.

AGENDA DATE: August 01, 2019

PRESENTED BY:

ITEM:

Consideration of and possible appointments to Economic Development Board. (Lacie Hale)

STRATEGIC GUIDE
POLICY:

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

SUPPORTING MATERIAL:

There are no supporting documents.

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						
Fiscal Review Signature:						

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 11C.

AGENDA DATE: August 01, 2019

PRESENTED BY: Michel Sorrell, Assistant City Manager/CFO

ITEM:

Consideration and possible action on the proposed Ad Valorem tax rate, including taking a record vote on the proposed tax rate, and setting dates, times, and places for a public hearing and adoption of the tax rate. (Michel Sorrell)

**STRATEGIC GUIDE
POLICY:**

Fiscal Responsibility

ITEM BACKGROUND:

The *Ad Valorem, or property*, tax rate for the 2019-20 Budget is a fundamental part of the City Manager's proposed budget. Revenue associated with the property tax rate includes both the General Fund and the Debt Service Fund. The amounts estimated for property tax revenue were based on adopting the rollback property tax rate at *\$0.676380*.

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

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

Formula: Assessed Valuation/100 x tax rate = taxes paid

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

Effective rate formula: Last year's total revenue ÷ this year's tax base (after subtracting value of new property)

2019-20 (upcoming year) rollback rate: *\$0.676380*

Rollback rate formula: Last year's **operating** tax revenue ÷ this year's tax base (after subtracting value of new property) x 1.08% + this year's debt rate (less adjustment for sales tax used for property tax reduction). This is the highest rate the Council may consider without risking a voter petitioned roll-back election.

2019-20 (upcoming year) proposed rate: *\$0.676380*

This year's proposed rate is \$.464395 (O&M) plus \$.211985 (I&S).

Truth in taxation requires that the Council take a record vote if a tax increase above the effective tax rate is being considered and a 1/4 page notice be published in the newspaper and on the website at least 7 days before the tax hearing. This notice will include the maximum tax rate increase that the Council is considering. The two required tax hearings are proposed to be held, if necessary, on **August 15, 2019** and **August 22, 2019**.

This decision must be considered through a record vote of the City Council (individual roll call and vote). The notice must publish the **maximum tax rate** that the City Council will consider; however, the Council may choose to adopt a lower rate later in the budget process.

The rate selected to support the Interest and Sinking portion of the rate may not be altered after this evening without starting the tax rate process over.

BUDGETARY AND FINANCIAL SUMMARY:

The 2019-20 Budget for the General Fund and Interest & Sinking Fund (Debt Service Fund) are funded in part based on the property tax rate. This vote does not adopt a tax rate for the City; it only approves the highest rate that the Council may consider. This vote is required to be a record vote, so that publications can be made in accordance with state law.

Each \$0.01 of tax rate equates to approximately \$197,000 in revenue to the City. A vote on publishing a higher tax rate gives the City Council flexibility to discuss taxes during the budget process. Due to the timing of publications and hearings a vote on the higher tax rate allows City Council to deliberate on programs, personnel and equipment included in the proposed budget.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends that the Council publish the proposed tax rate of \$0.676380 as the highest rate the Council will consider.

The average taxable home value has increased from \$207,816 to \$216,888. If the proposed tax rate is adopted, the average home's City tax bill would increase from \$1,405 in FY 2018-2019 to \$1,467 in FY 2019-2020; however, this is dependent on each home's individual appraisal changes.

The form of motion should be, 'I move that the proposed 2019-20 tax rate for the City of Hutto be published at \$0.676380 per \$100 of assessed valuation, that a public tax hearing be scheduled for **August 15, 2019** and **August 22, 2019** (if necessary) and that the vote on the tax ordinance be scheduled for **September 5, 2019** and **September 19, 2019.**'

SUPPORTING MATERIAL:

There are no supporting documents.

Funding Source	Fund	Div	Dept	Object/Project	Total Requested Amount	Available FY Budget
Fiscal and Budgetary Comments:						

Fiscal Review Signature: