



**CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
THURSDAY, JANUARY 18, 2018 AT 7:00 PM
CITY HALL - CITY COUNCIL CHAMBERS
401 WEST FRONT STREET**

CITY COUNCIL

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

AGENDA

1. **CALL SESSION TO ORDER**

2. **ROLL CALL**

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **CITY COUNCIL COMMENTS**

5A. General Comments from City Council

6. **PUBLIC COMMENT**

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

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

7. **CONSENT AGENDA ITEMS:**

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

- 7A. Consideration and possible action on a resolution approving the proposed Jordan Foster Construction Offices Final Plat, 4.97 acres, more or less, of land, one commercial lot, located at 2059 Limmer Loop. (Carolyn Horner)

REGULAR AGENDA ITEMS

8. ORDINANCES:

- 8A. Consideration and possible action on the first reading of an ordinance amending the Fiscal Year 2017-18 Budget to reflect organizational restructuring, revision of CIP projects, the update of debt service funds to reflect the October 2017 debt issuance, and other miscellaneous adjustments. (Michel Sorrell)
- 8B. Consideration and possible action on the second and final reading of an ordinance amending the wastewater rates outlined in the City of Hutto Code of Ordinances (2014 Edition), Appendix A Fee Schedule, Article A5.000 Utilities. (Michel Sorrell)
- 8C. Consideration and possible action on an ordinance amending the bylaws for the Hutto Economic Development Corporation Type 'B'. (Susan Cates)

9. RESOLUTIONS:

- 9A. Consideration and possible action on a resolution authorizing the City Manager to engage an engineering firm with CobbFendley and Associates for the design and coordination of the US 79 upgrades associated with the Co-Op Development project. (Helen Ramirez)
- 9B. Consideration and possible action on a resolution of the City of Hutto, Texas authorizing an extension of the depository agreement with the Wells Fargo Bank through January 18, 2021; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date. (Michel Sorrell)
- 9C. Consideration and possible action for a resolution authoring the city manager to execute a Hotel Occupancy Tax Funding Agreement, not to exceed \$250,000.00, with GAR BROADCASTING, L.L.C., for the 2nd Annual KOKEFEST. (Eliska Padilla)
- 9D. Consideration and possible action on a resolution expressing the intent to award a contract for the construction of the Limmer Loop sidewalk as part of the Transportation Alternatives Program. (Helen Ramirez)

10. CITY MANAGER COMMENTS:

- 10A. Presentation and discussion concerning the City's financial statements and investments as of December 31, 2017. (Michel Sorrell)
- 10B. Innovation Business Park update with Charlie Fulton, Titan Development.

11. **WORK SESSION:**

A work session is conducted for information or educational purposes. No action is taken by the Council on items listed.

- 11A. Work Session on Mobility Master Plan with City Council and the Planning and Zoning Commission. (Helen Ramirez)

12. **EXECUTIVE SESSION:**

- 12A. Executive Session, as authorized by Section 551.074, Texas Government Code, Personnel Matters, to deliberate the appointment, employment, evaluation, or duties of public officer or employees: the appointment of Tax Increment Reinvestment Zone (TIRZ) board members.

- 12B. Executive Session as authorized by §551.074, Texas Government Code, Personnel Matters, to deliberate the appointment and reappointment of board members for Building and Standards Commission, Ethics Review Commission, Historic Preservation Commission, Library Advisory Board, Parks Advisory Board, Planning and Zoning Commission, and Zoning Board of Adjustments.

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

- 13A. Consideration and possible action regarding the appointment of Tax Increment Reinvestment Zone (TIRZ) board members. (Helen Ramirez)

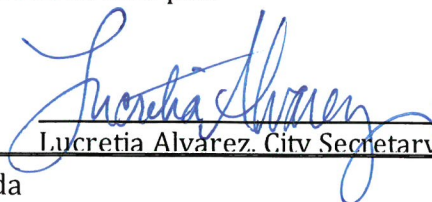
- 13B. Consideration and possible action regarding appointments of board members to the Building and Standards Commission, Ethics Review Commission, Historic Preservation Commission, Library Advisory Board, Parks Advisory Board, Planning and Zoning Commission, and Zoning Board of Adjustments. (Lucretia Alvarez)

14. **ADJOURNMENT**

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

CERTIFICATION

I certify that this notice of the January 18, 2018 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on January 12, 2018 at 5:00 p.m.



Lucretia Alvarez, City Secretary

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



CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
THURSDAY, JANUARY 18, 2018 -7:00 P.M.
CITY HALL - CITY COUNCIL CHAMBERS
401 WEST FRONT STREET

SUPPLEMENTAL AGENDA ITEMS

12. EXECUTIVE SESSION:

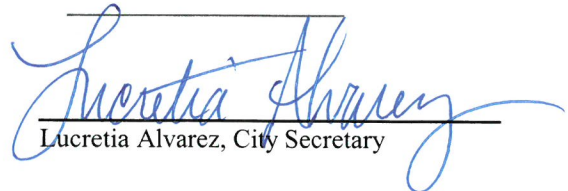
- 12C. Executive Session as authorized by Section 551.071, Texas Government Code,
Consultation with Attorney: Manville contract.

13. ACTION RELATIVE TO EXECUTIVE SESSION:

- 13C. Consideration and possible action regarding Manville contract.

CERTIFICATION

I certify that this supplement to the January 18, 2018 Hutto City Council Meeting Agenda was posted on the City Hall bulletin board of the City of Hutto on the 13th day of January 2018 at 11:30 p.m.


Lucretia Alvarez, City Secretary

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 7A. **AGENDA DATE:** January 18, 2018

PRESENTED BY: Carolyn Horner, AICP, Planning Director
of Business/Development Services

ITEM:

Consideration and possible action on a resolution approving the proposed Jordan Foster Construction Offices Final Plat, 4.97 acres, more or less, of land, one commercial lot, located at 2059 Limmer Loop. (Carolyn Horner)

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:

The Jordan Foster Construction Offices Final Plat is proposing a 4.97 acre subdivision consisting of 1 non-residential lot. The proposed subdivision is located on the northeast corner of Limmer Loop and C.R. 108, Innovation Boulevard. The proposed subdivision is zoned Light Industrial. Access is provided from Limmer Loop.

The proposed lot has frontage on two public roadways. The fee in lieu of parkland dedication will be paid prior to recordation of this final plat. The parks fees for this development will be \$3,976.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

The Planning and Zoning Commission recommended approval to City Council on January 2, 2018. The motion passed unanimously.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the resolution.

SUPPORTING MATERIAL:

1. [Resolution - Jordan Foster Construction Offices Final Plat](#)
2. [Exhibit A - Jordan Foster Construction Offices Final Plat](#)

RESOLUTION NO.

A RESOLUTION APPROVING THE PLAT KNOWN AS "JORDAN FOSTER CONSTRUCTION OFFICES FINAL 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 "Jordan Foster Construction Offices Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **18th** day of the month **January, 2018**.

THE CITY OF HUTTO, TEXAS

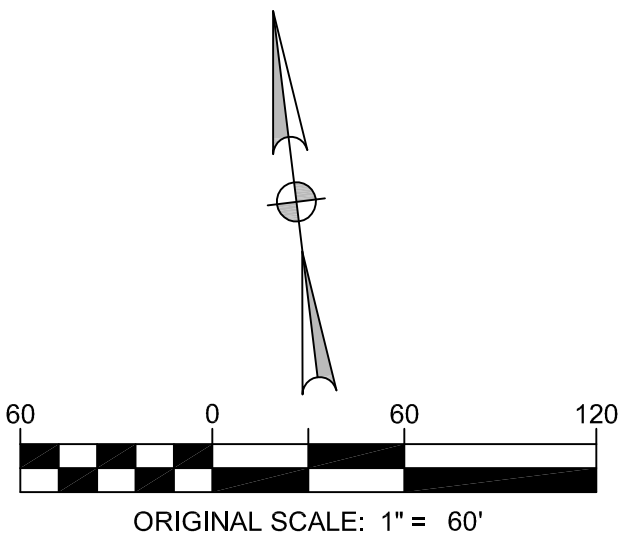
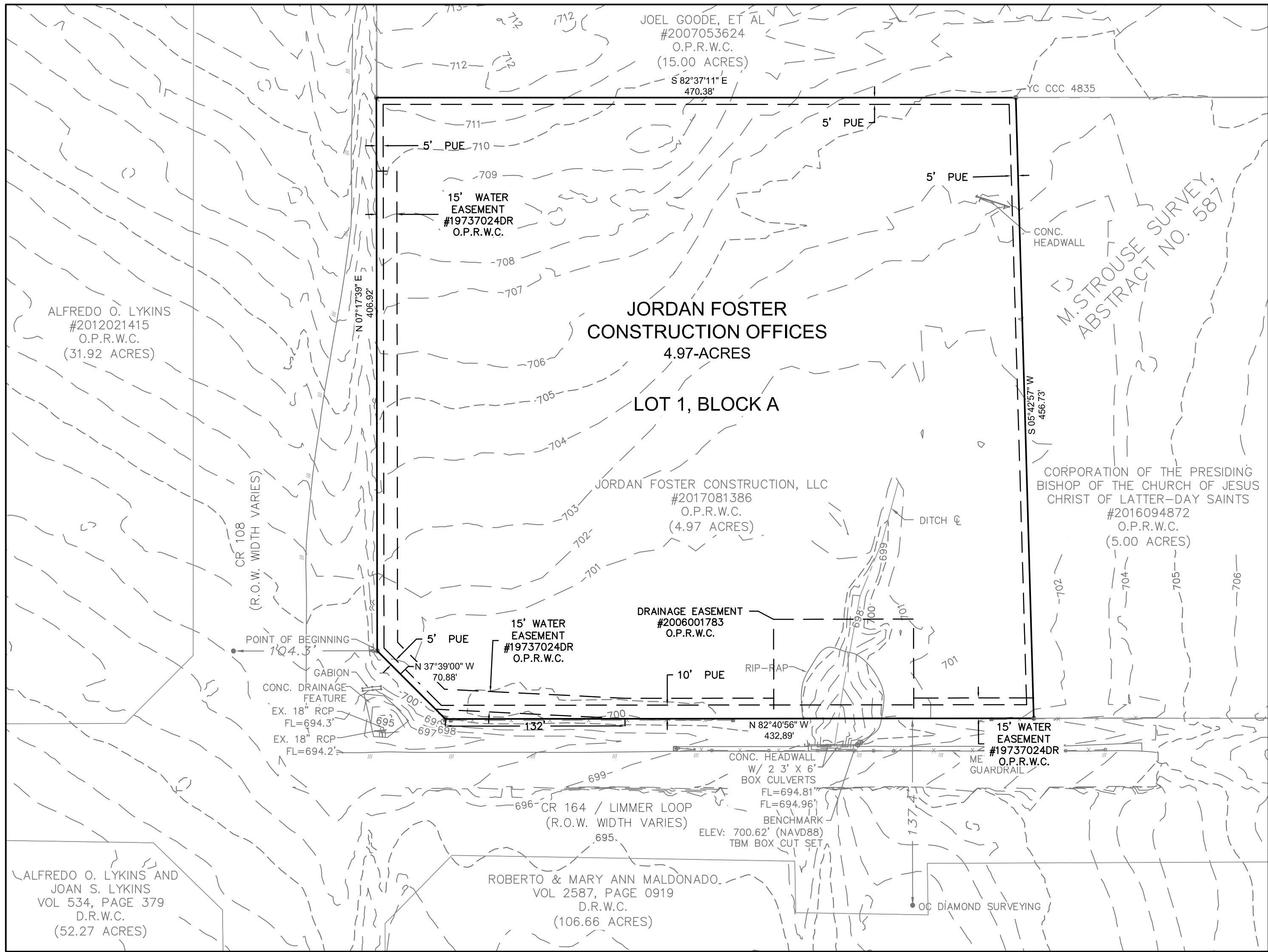
Doug Gaul, Mayor

ATTEST:

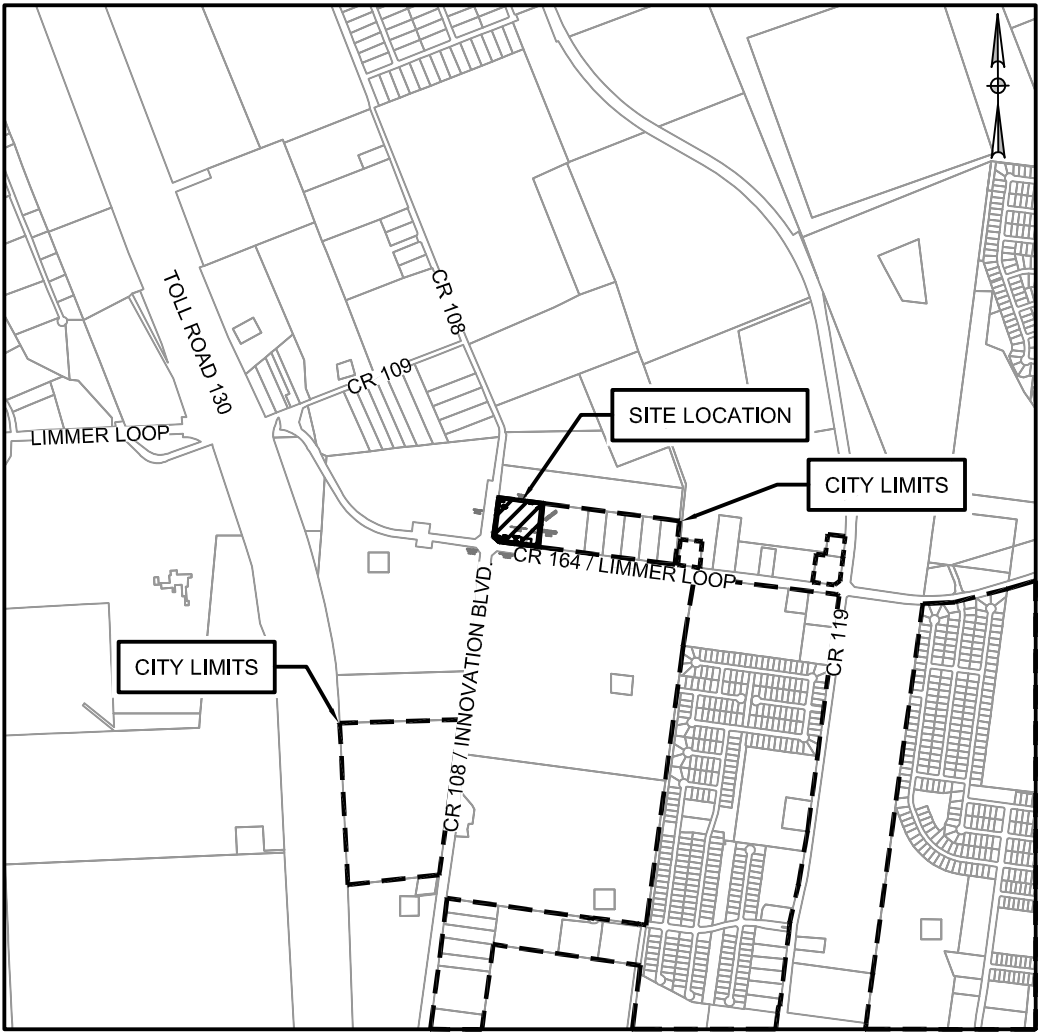
Lucretia Alvarez, City Secretary

JORDAN FOSTER CONSTRUCTION OFFICES

FINAL PLAT



LEGEND	
	PROPERTY BOUNDARY
	SETBACK LINE
	PROPOSED EASEMENT
	EX. MAJOR CONTOUR
	EX. MINOR CONTOUR
	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
	EX. PAVEMENT
	EX. FENCE POST
	EX. WIRE FENCE
	EX. METAL FENCE
	EX. GUARD RAIL
	EX. UTILITY POLE
	EX. GUY ANCHOR
	EX. ELECTRIC LINES
	EX. WATER LINES
	EX. SIGN
	EX. TELEPHONE FACILITY
	EX. WATER VALVE
	RECORD INFORMATION
	EX. CONCRETE
	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
	DEED RECORDS WILLIAMSON COUNTY



SITE LOCATION MAP
SCALE: 1"=2,000'

LOT SUMMARY TABLE		
LOT 1, BLOCK A	4.97 ACRES	LIGHT INDUSTRIAL

OWNER/DEVELOPER
JORDAN FOSTER CONSTRUCTION
7700 CF JORDAN DRIVE
EL PASO, TX 79912

ENGINEER
HALFF ASSOCIATES, INC.
MATTHEW SUTHERLAND, PE
9500 AMBERGLEN BOULEVARD
BUILDING F, SUITE 125
AUSTIN, TX 78729

SURVEYOR
TEXAS LAND SURVEYING, INC.
KENNETH LOUIS CRIDER
3613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TX 78628

Received 12/18/17



4.97 ACRES OUT OF THE M. STROUSE SURVEY
ABSTRACT No. 587

HALFF
9500 AMBERGLEN BLVD.
BUILDING F, SUITE 125
AUSTIN, TEXAS 78729
TEL (512) 777-4600
FAX (512) 252-8141
TBPE FIRM #F-312

Issued: 12/05/2017

Drawn By: NPL

AVO: 32877

HALFF Office: Austin

32877_Plat_Short Form.dwg

PAGE 1 OF 2

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF EL PASO §

I, JOHN M. GOODRICH, PRESIDENT-INFRASTRUCTURE GROUP OF JORDAN FOSTER CONSTRUCTION, LLC, A TEXAS LIMITED LIABILITY COMPANY, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017081386 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE CITY OF HUTTO THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS JORDAN FOSTER CONSTRUCTION OFFICES.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ____ DAY OF _____, 20 ____.

JORDAN FOSTER CONSTRUCTION, LLC.

BY: _____
JOHN M. GOODRICH
PRESIDENT-INFRASTRUCTURE GROUP
7700 CF JORDAN DRIVE, EL PASO, TX 79912

THE STATE OF TEXAS §
COUNTY OF EL PASO §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN M. GOODRICH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 20 ____

NOTARY PUBLIC IN THE STATE OF TEXAS

NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES: _____

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT 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 ____ DAY OF _____, 20 ____ A.D., AT ____ O'CLOCK, ____ M., AND DULY RECORDED THIS ____ DAY OF _____, 20 ____ A.D., AT ____ O'CLOCK, ____ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____. TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (WCCHD) AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

J. TERRON EVERTSON, PE, DR, CFM
COUNTY ENGINEER

DATE

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE ____ DAY OF _____, 20 ____

DOUG GAUL, MAYOR

DATE

LUCRETIA ALVAREZ, CITY SECRETARY

DATE

4.97 ACRES
BEING 4.97 ACRES OF LAND, MORE OR LESS, OUT OF THE MARTIN STROUSE SURVEY, ABSTRACT NO. 587, WILLIAMSON COUNTY, TEXAS, BEING THAT TRACT CONVEYED TO JORDAN FOSTER CONSTRUCTION, LLC, BY DEED RECORDED IN DOCUMENT NO. 2017081386, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON OCTOBER 13TH, 2017, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND IN THE EAST LINE OF COUNTY ROAD 108, FOR AN ANGLE POINT OF SAID JORDAN TRACT AND THIS TRACT;

THENCE: **N 07°17'39" E, 406.92 FEET** WITH THE EAST LINE OF SAID COUNTY ROAD 108 AND THE WEST LINE OF SAID JORDAN TRACT TO A 1/2 INCH IRON ROD FOUND, MARKING THE SOUTHWEST CORNER OF A TRACT CONVEYED TO JOEL GOODE, ET AL, BY DEED RECORDED IN DOCUMENT NO. 2007053624, OF SAID OFFICIAL PUBLIC RECORDS, FOR THE NORTHWEST CORNER OF SAID JORDAN TRACT AND THIS TRACT;

THENCE: **S 82°37'11" E, 470.38 FEET** WITH THE SOUTH LINE OF SAID GOODE TRACT AND THE NORTH LINE OF SAID JORDAN TRACT TO A 1/2 INCH IRON ROD WITH YELLOW CAP STAMPED "CCC 4835" FOUND, MARKING THE NORTHWEST CORNER OF A TRACT CONVEYED TO THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, BY DEED RECORDED IN DOCUMENT NO. 2016094872, OF SAID OFFICIAL PUBLIC RECORDS, FOR THE NORTHEAST CORNER OF SAID JORDAN TRACT AND THIS TRACT;

THENCE: **S 05°42'57" W, 456.73 FEET** WITH THE WEST LINE OF SAID CHURCH TRACT AND THE EAST LINE OF SAID JORDAN TRACT TO A 1/2 INCH IRON ROD FOUND IN THE NORTH LINE OF LIMMER LOOP, MARKING THE SOUTHWEST CORNER OF SAID CHURCH TRACT, FOR THE SOUTHEAST CORNER OF SAID JORDAN TRACT AND THIS TRACT;

THENCE: **N 82°40'56" W, 432.89 FEET** WITH THE NORTH LINE OF SAID LIMMER LOOP AND THE SOUTH LINE OF SAID JORDAN TRACT TO A 1/2 INCH IRON ROD FOUND, FOR THE SOUTHWEST CORNER OF SAID JORDAN TRACT AND THIS TRACT;

THENCE: **N 37°39'00" W, 70.88 FEET** WITH THE WEST LINE OF SAID JORDAN TRACT TO THE POINT OF BEGINNING;

BEARINGS CITED HEREON BASED ON GRID NORTH TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE) NAD83/93

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

KENNETH LOUIS CRIDER: _____ DATE: _____
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5624
STATE OF TEXAS

TEXAS LAND SURVEYING, INC.
TBPLS, FIRM REGISTRATION NO. 10056200
3613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TX 78628

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, MATTHEW K. SUTHERLAND, A REGISTERED ENGINEER WITH THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, WILLIAMSON COUNTY, TEXAS, THIS
18 DAY OF DECEMBER, 2017

MATTHEW K. SUTHERLAND
LICENSED PROFESSIONAL ENGINEER NO. 120257
STATE OF TEXAS
HALFF ASSOCIATES, INC.
TBPE, FIRM REGISTRATION NO. 312
9500 AMBERGLEN BLVD., BLDG. F, SUITE 125
AUSTIN, TEXAS 78729



PLAT NOTES:

- ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, 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.
- NO BUILDING, FENCING, LANDSCAPING, OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- BUILDING SETBACK LINES SHALL CONFORM TO UDC REQUIREMENTS.
- A 10' P.U.E. IS HEREBY DEDICATED ALONG THE PROPERTY LINE FRONTAGE ADJACENT TO LIMMER LOOP.
- A 5' P.U.E. IS HEREBY DEDICATED ALONG THE PROPERTY LINE FRONTAGE ADJACENT TO CR 108 AND ON THE SIDE AND REAR PROPERTY LINES.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES OR SEPTIC.
- SIDEWALKS SHALL BE CONSTRUCTED ALONG THE FRONTAGE OF BOTH LIMMER LOOP AND CR-108.
- WASTEWATER SERVICE FOR THIS SUBDIVISIONS WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THE SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THE SITE.
- IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
- UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER: JONAH WATER
WASTEWATER: ON-SITE SEWAGE FACILITIES
ELECTRIC: ONCOR
GAS (NATURAL OR PROPANE): ATMOS ENERGY
- THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISIONS IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER 48491C0515E, EFFECTIVE DATE OF SEPTEMBER 26, 2008.
- A FEE IN LIEU OF PARKLAND DEDICATION WILL BE PROVIDED PRIOR TO THE RECORDING OF THIS PLAT.
- SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

Received 12/18/17



FINAL PLAT OF
JORDAN FOSTER CONSTRUCTION OFFICES

4.97 ACRES OUT OF THE M. STROUSE SURVEY
ABSTRACT No. 587


9500 AMBERGLEN BLVD.
BUILDING F, SUITE 125
AUSTIN, TEXAS 78729
TEL (512) 777-4600
FAX (512) 252-8141
TBPE FIRM #F-312

Issued: 12/05/2017

Drawn By: NPL

AVO: 32877

HALFF Office: Austin

32877_Plat_Short Form.dwg

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CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8A. **AGENDA DATE:** January 18, 2018

PRESENTED BY: Michel Sorrell, Chief Financial Officer

ITEM:

Consideration and possible action on the first reading of an ordinance amending the Fiscal Year 2017-18 Budget to reflect organizational restructuring, revision of CIP projects, the update of debt service funds to reflect the October 2017 debt issuance, and other miscellaneous adjustments. (Michel Sorrell)

STRATEGIC GUIDE POLICY: Fiscal Responsibility

ITEM BACKGROUND:

This represents the first amendment of the FY 2018 Budget. The amendments are detailed in the Exhibit A Fund Summaries. The main purpose of the amendment is to reflect organization restructuring, including the addition of an economic development department, revisions to CIP projects, debt service related to the October 2017 issuance, the increase in the amount of Hotel Tax money for KOKEFEST, and other miscellaneous adjustments.

The funds being amended are the General Fund, General Debt Service Fund, Hotel Tax Fund, Utility Fund and the Utility Debt Service Fund.

BUDGETARY AND FINANCIAL SUMMARY:

Please see Exhibit A for the financial summary.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends the Council approve the first reading of the ordinance.

SUPPORTING MATERIAL:

1. [FY18 BA#1 Ordinance](#)
2. [FY18 BA#1 Exhibit A](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE FISCAL YEAR 2017-18 BUDGET TO REFLECT ORGANIZATIONAL RESTRUCTURING, THE REVISION OF CAPITAL IMPROVEMENT PROJECTS, THE UPDATE OF DEBT SERVICE FUNDS, AND OTHER MISCELLANEOUS ADJUSTMENTS.

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

SECTION 1: That the appropriations for the fiscal year beginning October 1, 2017, and ending September 30, 2018, for the support of the general government of the City of Hutto, Texas, be amended for said term in accordance with the change in expenditures shown in the attached Exhibit A.

SECTION 2: That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2017, and ending September 30, 2018.

SECTION 3: The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law and the *City Charter*.

SECTION 4: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If a court of competent jurisdiction to be invalid shall adjudge any provision of this Ordinance, the invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5: All ordinances or parts of ordinances and sections of the City Code of Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6: This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code* and the *City Charter*.

SECTION 7: It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter. 551, Tex. Gov't. Code*.

READ and **APPROVED** on **first reading** on this the **18th** day of **January 2018**, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

READ, APPROVED and **ADOPTED** on **second and final reading** this **1st** day of **February 2018**, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lucretia Alvarez, City Secretary

EXHIBIT A

GENERAL FUND SUMMARY

	2017-18	2017-18	
	BUDGET	BA#1	Notes
REVENUES			
Property Taxes	6,824,740	6,824,740	
Sales Taxes	3,097,198	3,297,198	
Franchise Fees	834,655	834,655	
Permit & Inspection Fees	908,575	949,075	
General Fines	347,163	347,163	
Intergovernmental	-	-	
Trash Collection Fees	-	-	
Charges for Services (Governmental)	272,850	275,850	
Interest & Other	361,250	473,250	
Total Revenues	12,646,431	13,001,931	
EXPENDITURES			
City Administration			
City's Manager's Office	663,898	978,794	Increase in legal & professional fees
City Council	727,400	777,400	
Human Resources	401,460	411,373	
Economic & Convention	300,119	424,508	New E.D. Director (salary reimb) & Dept
Capital Lease Interest	-	-	
Total Administration	2,092,877	2,592,075	
Communications			
Communications Administration	276,438	296,552	Website costs
City Secretary	179,267	346,050	2 new positions - paralegal & assistant city secretary
Library	243,593	291,281	Additional Librarian
Information Technology	715,818	714,415	
Total Communications	1,415,116	1,648,298	
Financial Services			
Finance	898,729	819,774	Restructured Department
Utility Billing	-	-	
Municipal Court	251,968	244,421	
Fleet & Facility Maintenance	197,205	185,733	
Total Financial Services	1,347,902	1,249,928	
Business & Development Services & Engineering			
Planning & GIS	811,592	927,863	Added mobility study & interns
Building & Code Enforcement	447,440	442,865	Changed the building inspector to a CBO
Engineering	-	405,870	Moved Engineering from Public Works
Total Business & Development Services	1,259,032	1,776,598	-
Public Works			
Administration	641,916	317,941	Moved Engineering to Development Services
Construction	-	-	
Streets, Drainage & Grounds	-	-	
Parks & Recreation	568,068	565,963	
Animal Control	176,933	176,933	
Total Engineering & Public Works	1,386,917	1,060,836	-
Police			
Administration	591,695	558,978	Delay admin position
Patrol	3,183,345	2,998,788	Move positions to CID
Criminal Investigations	583,310	633,685	
Support Services	540,593	521,908	
Total Police	4,898,942	4,713,359	
Non-Departmental			
Capital Lease Interest	-	-	
Total Non-Departmental	-	-	
Total Expenditures	12,400,786	13,041,094	
OTHER FINANCING SOURCES(USES)			
Transfers In	435,000	185,000	
Transfers Out	(680,000)	(220,000)	
Total Other Financial Sources	(245,000)	(35,000)	
NET CHANGE IN FUND BALANCE	645	(74,163)	
Beginning Fund Balance	3,349,484	3,349,484	
Ending Fund Balance	3,350,128	3,275,321	
Contingency Reserves	3,100,197	3,260,273	
Unreserved Ending Funding Balance	249,932	15,047	

GENERAL DEBT SERVICE FUND

	2017-18 BUDGET	2017-18 BA#1
REVENUES		
Property Taxes	1,614,814	1,614,814
Interest and Other	36,979	36,979
Total Revenues	1,651,793	1,651,793
EXPENDITURES		
Debt Service		
Principal Reduction	969,550	884,250
Interest	744,142	1,137,143
Paying Agent Fees	2,500	2,500
Total Debt Service	1,716,192	2,023,893
TRANSFERS		
Transfers In	-	-
Transfers Out	-	-
Total Transfer (Expenses)	-	-
NET CHANGE IN FUND BALANCE	(64,399)	(372,101)
BEGINNING FUND BALANCE	208,898	144,499
ENDING FUND BALANCE	144,499	(227,601)

\$ 154,017 \$ (218,084) Will cover with debt proceeds

HOTEL TAX

		2017-18 BUDGET	2017-18 BA#1	Notes
REVENUES				
Hotel Occupancy Tax	24-5009	250,000	250,000	
Miscellaneous Income	24-5099	-	-	
Total Revenues		250,000	250,000	
EXPENDITURES				
Historical Restoration & Museums	24-020-006-6560	-	-	
Convention & Visitor's Bureau (10-15%)	24-020-006-6565	5,000	5,000	
Promotion of the Arts (>15%)	24-020-006-6566	163,000	163,000	Increase KOKEFEST from \$130k to \$250k
Sporting Event Promotion	24-020-006-6567	-	-	
Sports Facility Rehabilitation	24-020-006-6568	-	-	
Signage	24-020-006-6233	-	-	
Total Expenditures		168,000	168,000	
TRANSFERS				
Transfers Out (General Fund)	24-020-000-6710	(95,000)	(95,000)	
Total Transfers		(95,000)	(95,000)	
NET CHANGE IN FUND BALANCE		(13,000)	(13,000)	
BEGINNING FUND BALANCE		234,665	221,660	
ENDING FUND BALANCE		221,660	208,660	

UTILITY FUND SUMMARY

	2017-18 BUDGET	2017-18 BA#1	Notes
REVENUES			
Water Revenues	4,950,000	4,482,500	
Wastewater Revenues	4,600,000	4,655,000	WW Increase 25%
Connection Fees	175,000	175,000	
Bond Proceeds	12,438,361	7,373,340	
Other	454,750	454,750	
Total Revenues	22,618,111	17,140,590	
EXPENSES			
Engineering & Public Works			
Water Services	5,573,088	5,536,400	
Wastewater Services	2,431,028	2,354,258	
Total - Public Works	8,004,116	7,890,658	Delay Hyroexcavator
Financial Services			
Utility Billing	870,447	870,447	
Total - Financial Services	870,447	870,447	
UTILITY FUND CAPITAL IMPROVEMENTS			
Water Capital Outlay System			
FM112 Waterline Relocation	-	-	
Front St. Waterline	1,186,640	1,186,640	
Co-Op Water Line Improvements	300,000	300,000	
Fire Station Water Line Improvements	275,000	-	Project removed
Innovation Business Park Water Line	470,000	470,000	
East Street Improvements Water Line	67,753	67,753	
Wastewater Capital Outlay System			
HWY 79 WW Interceptor	-	-	
Lakeside Estates Abandon Lift Station	500,000	500,000	
Avery Lake WW Interceptor	5,576,721	511,700	Reduce project scope
Hutto South WWTP	-	-	
Carmel Crossings	181,851	181,851	
Enclave Pump Force Main	-	-	
WW North of Limmer Loop	3,000,000	3,000,000	
Co-Op WW Improvemets	400,000	400,000	
Fire Station WW Improvements	300,000	-	Project removed
Innovation Business Park WW	430,000	430,000	
Total UF CIP	12,687,965	7,047,944	
NON-DEPARTMENTAL	54,238	54,238	
Total Expenditures	21,616,765	15,863,286	
TRANSFERS			
Transfers In	1,200,000	1,200,000	
Transfers Out	(4,399,822)	(6,632,177)	
Total Transfers (Expenses)	(3,199,822)	(5,432,177)	
NET CHANGE IN WORKING CAPITAL	(2,198,476)	(4,154,873)	
Beginning Working Capital	7,312,607	7,312,607	
Contingency Reserves	2,232,200	3,085,370	
Ending Available Working Capital	2,881,931	72,364	

UTILITY DEBT SERVICE FUND

	2017-18 BUDGET	2017-18 BA#1	
REVENUES			
Interest and Other	2,500	2,500	
Total Revenues	2,500	2,500	
EXPENDITURES			
Debt Service			
Principal Reduction	2,421,050	2,446,350	
Interest	1,691,357	4,183,327	Increase includes 2017 CO
Paying Agent Fees	5,000	5,000	
Total Debt Service Expenditures	4,117,407	6,634,677	
TRANSFERS			
Transfers In	4,099,822	6,582,177	
Transfers Out	-	-	
Total Transfers	4,099,822	6,582,177	
NET CHANGE IN FUND BALANCE	(15,085)	(50,000)	
Beginning Fund Balance	65,085	50,000	
ENDING FUND BALANCE	50,000	0	

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.:

8B.

AGENDA DATE: January 18, 2018

PRESENTED BY:

Michel Sorrell, Chief Financial Officer

ITEM:

Consideration and possible action on the second and final reading of an ordinance amending the wastewater rates outlined in the City of Hutto Code of Ordinances (2014 Edition), Appendix A Fee Schedule, Article A5.000 Utilities. (Michel Sorrell)

STRATEGIC GUIDE POLICY: Fiscal Responsibility

ITEM BACKGROUND:

Article A5.000 Utilities

The City of Hutto contracted with NewGen Strategies and Solutions to perform a follow up utility rate study to determine any necessary utility rate increases. Based on the results of the study, waste water rates will need to increase by 25% in FY 2018.

The rate increases are needed in order to maintain utility fund reserve requirements, invest in new infrastructure and meet debt service obligations for recent utility projects such as the new Hutto South Waste Water Treatment Plant. The proposed rate increases are recommended to ensure proper cost recovery and as well as meet debt service requirements related to the construction of a new Waste Water Treatment Plan. The amount borrowed to construct the plant is over \$24 million. The related annual debt service payment is over \$800,000 through 2026 and rising to over \$1 million through 2039.

Amended rate tables can be found in the attached Exhibit A - Fee Schedule.

BUDGETARY AND FINANCIAL SUMMARY:

Article A5.000 Utilities

The retail waste water rates are proposed to be increased by 28% over FY 2018, FY 2019, and FY 2020. The proposed rate increases are recommended to ensure proper cost recovery as well as meet debt service requirements related to the construction of a new waste water treatment plant. The amount borrowed to construct the plant is over \$24 million. The related annual debt service payment is over \$800,000 through 2026 and rising to over \$1 million through 2039.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends approval of the ordinance amending the City of Hutto's Fee Schedule.

SUPPORTING MATERIAL:

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

ORDINANCE NO. O-18-01-18-__

AN ORDINANCE PRESCRIBING CERTAIN FEES FOR THE CITY HUTTO, AMENDING THE CITY OF HUTTO CODE OF ORDINANCES (2014 EDITION), APPENDIX A FEE SCHEDULE, ARTICLE A5.000 UTILITIES; AMENDING ALL APPLICABLE ORDINANCES AND OTHER INSTRUMENTS; PROVIDING FOR A SCHEDULE OF FEES AND CHARGES; PROVIDING A PUBLICATION CLAUSE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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

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

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

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

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

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

SECTION 2.0 All fees and charges specified in **Exhibit “B”** shall be in effect as of **January 18, 2018**, unless otherwise noted in **Exhibit “A”**. Fees and charges approved herein shall be reviewed by City Council prior to January 2019.

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

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

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

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

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

READ and APPROVED on first reading on this the **4th** day of **January, 2018**, at a regular meeting of the City Council of the City of Hutto, Texas.

READ, APPROVED and ADOPTED on second and final reading on this the **18th** day of **January, 2018**, at a regular meeting of the City Council of the City of Hutto, Texas.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lucretia Alvarez, City Secretary

EXHIBIT “A”

FEE SCHEDULE

~~November 16, 2017~~ January 18, 2018

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

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ARTICLE A1.000 DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION

(a) Zoning fees.

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

*Notices–Written notice of each public hearing before the Planning and Zoning Commission on a proposed change in a zoning classification or a specific use permit shall be sent to each owner, as indicated by the most recently approved municipal tax roll, of real property within a 200-foot radius of the affected area. All application fees include the initial notification fees. However, subsequent notifications will be charged to the applicant prior to making each

additional notice at the rate of \$5 per notice. For large scale projects with over 50 mailed notices, an additional fee of \$1.00 per letter shall be charged for each mailing.

(b) Appeals.

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

(c) Subdivision fees.

- (1) Development assessment review: \$1,100.00.
- (2) Major subdivision preliminary plat: \$1,550.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- (3) Major subdivision preliminary plat revision: 75% of regular Major subdivision preliminary plat fee.
- (4) Major subdivision final plat: \$1,000.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- (5) Plat vacation: \$500.00.
- (6) Amended plat of subdivision: \$500.00 plus \$25.00 per lot.
- (7) Major/Minor plat recordation processing fee: \$50 plus Williamson County plant recordation fees.**
- (8) Minor/short form final plat: \$500.00.
- (9) Right of Way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): \$250.00* Requires amendment plat.
- (10) GIS Fee: \$25.00.**
- (11) Subdivision public improvements/construction inspection fee: 3% of cost of public improvements.**
- (12) Plan extension request (1 year extension): \$250.00.**

- (13) Subdivision public improvements/construction plan review: \$100.00/acre.
- (14) Legal lot determination: \$50.00.**
- (15) Subdivision variance: \$300.00.
- (16) Traffic Impact Analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the City).**
- (17) Technology Fee: \$25.00 except where indicated by **.
- (18) Service Extension Request Application Fees:
 - (A) Request not requiring city participation: \$200.00
 - (B) Request requiring city participation: \$500.00
 - (C) Technology Fee: \$25.00

(d) Development fees.

- (1) Parkland development fee:
 - (A) Residential: \$500.00 per unit.
 - (B) Non-residential: \$800.00 (minimum); \$800.00 per acre for 3 or more acres.
- (2) Parkland fee-in-lieu of land dedication fees:
 - (A) Residential:
 - Single-Family: \$300.00 per unit
 - Multi-Family: \$175.00 per unit

(e) Site plan fees.

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

(A) Technology fee: \$25.00.

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

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

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

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

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

(A) \$100.00 application fee.

(B) \$65.00 inspection fee.

(C) Technology Fee: \$5.00.

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

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

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

(8) Clearing and grading permit fees:

(A) Application Fee: \$100.00

(B) Technology Fee: \$7.00

(f) Building plan review fees:

- (1) New residential building permit fee: \$1,600.00 flat fee.
- (2) Residential addition building permit fee: \$25.00
- (3) Commercial: 65% of Commercial permit fee. Required for all new commercial construction and commercial addition permits.
- (4) Certificate of appropriateness (Historic District only):
 - (A) \$30.00 minor projects
 - (B) \$250.00 major projects (i.e., new construction)
 - (C) Technology fee: \$7.00.

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

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

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

\$500,001.00 to \$1,000,000.00 \$1,778.69 for the first \$500,000 plus \$2.62 for each additional \$1000

\$1,000,001.00 and up \$3,088.69 for the first \$1,000,000 plus \$1.74 for each additional \$1,000

(A) Re-inspections: \$65 each. After 3rd failed inspection, must wait 2 days for re-inspection and re-inspection is \$100.00.

(B) Technology fee

(1) Residential building permit: \$10.00

(2) Commercial building permit: \$20.00

(2) Miscellaneous permits/inspections by type.

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

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

(C) Demolition:

(1) Residential: \$50.00.

(2) Commercial: \$150.00.

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

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

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

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

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

- (2) Signs requiring variances.
 - (i) Processing fee: \$100.00.
 - (ii) If variance approved: \$15.00 per square foot of facing.
 - (iii) If variance approved for sign master plan: \$10.00 per square foot of facing.
- (3) Temporary signs.
 - (i) Temporary Commercial Signage, per sign: \$50.00.
 - (ii) A-Frame Sign: \$30.00 (1 year).
 - (iii) Public Information Sign: Permit required; no fee.**
 - (iv) Political sign: No permit required; no fee.**
- (M) Certificate of Occupancy (change of commercial tenant or ownership): \$50.00.
- (N) Temporary Certificate of Occupancy: \$250.00 per issuance.
- (O) Occupation of a structure prior to issuance of a Certificate of Occupancy: \$100.00 per day of occupancy prior to issuance of a Certificate of Occupancy.
- (P) Temporary job/construction trailer: \$30.00.
- (Q) Remodel-Residential: \$50.00 plus required inspection(s) fees. Re-Inspections are an additional fee. (No Plan Review fee required)
- (R) Inspection for habitable dwelling. Building or home 5 years or older: \$100.00.
- (S) All inspections and re-inspections not listed above: \$50.00 each.** After 3rd failed inspection, must wait 2 days for re-inspection and re-inspection is \$100.00.

(h) Map and Plan Documents.

(1) Printed map products.

(A) Black and white or color map.

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

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

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

(B) Map tube: \$2.00.

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

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

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

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

(A) PDF file: \$10.00.

(B) JPG file: \$10.00.

(C) CD: \$15.00.

(D) DVD/Other: \$15.00.

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

(F) Shape file.

(i) Each layer: \$35.00.

(ii) Parcel layer: \$70.00.

(G) Aerial.

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

(ii) All panels: \$860.00.

(H) As-built plans (electronic): \$25.00.

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

ARTICLE A2.000 PUBLIC SAFETY

(a) Police.

(1) Fingerprinting service, per set (voluntary fingerprinting of children is at no charge): \$10.00.

(2) Accident reports, per report: \$6.00.

(3) Hourly rate for police unit (vehicle) on security detail, per hour: \$15.00.

(4) Alarm fees: State law. Amount allowable under SB 568.

(5) Business alarm permits (annual fee): \$50.00.

(6) Residential alarm permits (annual fee): \$25.00.

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

(1) Dog registration for sterilized animal, per tag: \$5.00.

(2) Dog registration for unsterilized animal, per tag: \$10.00.

- (3) Impoundment fee, registered: \$30.00.
 - (4) Impoundment fee, unregistered: \$60.00.
 - (5) Return charge for loose livestock that are picked up, per occurrence: \$65.00.
 - (6) Holding fee, per day: \$10.00.
 - (7) Rabies vaccination, per animal: \$15.00.
 - (8) Pick up deceased owner animal, per animal: \$25.00.
 - (9) Fee for dropping off animal - owner surrender, per occurrence: \$25.00.
 - (10) Additional drop-off fee with litter, per occurrence: \$25.00.
- (c) Traffic fines. The municipal judge has discretion to charge the maximum fee per state law depending on the violation. In addition to traffic fines, a person convicted of a misdemeanor shall pay court cost mandated by the state. Other fines charged are established in the Code of Ordinances and state law.
- (1) Maximum fines. The maximum fine for most municipal court cases is as follows:
 - (A) Traffic Violations: \$200
 - (i) \$200 fines for traffic violations may be doubled for offenses in a construction or maintenance work zone when workers are present and if the construction or maintenance work zone is marked by a sign indicating construction or maintenance work zone.
 - (ii) Additional fee applies if speeding in a school zone.
 - (B) Penal Violations: \$500
- (d) City Ordinances. As stated in Chapter 1, Section 1.01.009 of the Code, the City Council may establish the following penalties:
- (1) A fine up to \$2,000 in all cases arising under the ordinances, resolutions, rules or orders that govern: fire safety, zoning, public health and sanitation;

- (2) A fine up to \$4,000 in all cases arising under the ordinances, resolutions, rules or orders that govern illegal dumping of refuse (*Ordinance O-15-12-17-6F*); and
- (3) A fine up to \$500 for all other city violations.
- (e) Unlawful Passing of School Buses. Unlawfully passing a school bus is punishable by a fine of \$500–\$1250 for first offense, or \$1,000–\$2,000 for second or subsequent offense.
- (f) Failure to Maintain Motor Vehicle Liability Insurance. Conviction of this offense is a misdemeanor punishable by a fine of not less than \$175 or more than \$350; if a person has been previously convicted of this offense, it is punishable by fine of not less than \$350 or more than \$1000.
- (g) Parked in Handicap Zone. Conviction of this offense is a misdemeanor punishable by a fine of not less than \$500 or more than \$750; if a person has been previously convicted of this offense, it is punishable by a fine not less than \$550 or more than \$800; and if that person has been convicted three times of this offense, a fine of not less than \$800 or more than \$1100.
- (h) Time Payment Fee (Chapter 51 of Government Code Sec. 51.921). Municipal Court shall collect a fee of \$25.00 from a person who has been convicted, pays any part of a fine, court cost or restitution on or after the 31st day after the date Judgment is entered.
- (j) Food sanitation fees (25 Texas Administrative Code Sec. 229.161-171, 229.173-175) Fees under this subsection are to be reviewed and regulated by the Williamson County and Cities Health District.

ARTICLE A3.000 PUBLIC WORKS

- (a) Solid waste collection.

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

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

Total Monthly Cost	\$16.01	\$15.26	\$13.94	\$13.20
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(2) Additional carts: 50% of monthly rate

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

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

(Ordinance _____ adopted 1/21/16)

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

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

ARTICLE A4.000 PUBLIC FACILITY RENTALS

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

(1) Park Facilities:

	Resident	Nonresident	Non-Profit	Deposit
Pavilions (2 Hour Minimum)				
Fritz Park	\$20.00 / hour	\$30.00 / hour	\$10.00 / hour	\$100.00
Hutto Lake Park	\$10.00 / hour	\$15.00 / hour	\$5.00 / hour	\$100.00
Country Estate Park	\$10.00 / hour	\$15.00 / hour	\$5.00 / hour	\$100.00
Glenwood Splash Pad	\$10.00 / hour	\$15.00 / hour	\$5.00 / hour	\$100.00
Saul House				
Full Day (4+ hours)	\$300.00 / day	\$400.00 / day	\$150/day	\$100.00
Half Day (1-3 hours)	\$75.00 / hour	\$150.00 / hour	\$40/hour	\$100.00
Gin at the Co-Op				
Full Day (4+ hours)	\$500.00	\$600.00 / day	\$300.00 / day	\$250.00
Half Day (1-3 hours)	\$100.00 / hour	\$200.00 / hour	\$50.00 / hour	\$250.00

	Special Event Co-Op Grounds Fee (combine with Gin rental)	\$250.00/day	\$250.00/day	\$250.00/day	N/A
Meeting Room (2 hour minimum)					
	Per Hour	\$25.00	\$30.00	\$10.00	\$100.00

(2) Athletic Field Rental Fees:

Rental Type		Resident	Nonresident	Deposit
Tournaments: per field per day				
	Holmstrom Field	\$250.00 / day	\$350.00 / day	\$400.00
	Old Hippo Stadium	\$250.00 / day	\$350.00 / day	\$400.00
	Fritz Park Youth Baseball Field	\$125.00 / day	\$225.00 / day	\$200.00
	Fritz Park Youth Softball Field	\$125.00 / day	\$225.00 / day	\$200.00
	Creekside Field 1-4	\$125.00 / day	\$225.00 / day	\$200.00
Clinics, practices, games: per field per hour				
	Holmstrom Field	\$50.00 / hour	\$75.00 / hour	\$100.00
	Old Hippo Stadium	\$50.00 / hour	\$75.00 / hour	\$100.00
	Fritz Park Youth Baseball Field	\$25.00 / hour	\$50.00 / hour	\$100.00
	Fritz Park Youth Softball Field	\$25.00 / hour	\$50.00 / hour	\$100.00
	Creekside Field 1-4	\$25.00 / hour	\$50.00 / hour	\$100.00
Other fees				
	Light fee	\$25.00 / hour	\$25.00 / hour	N/A
	Concession Stand (If available)	\$50.00/day	\$75.00/day	N/A
	PARD staff fee, per person	\$25.00 / hour	\$25.00 / hour	N/A
Type of Equipment		Resident	Nonresident	
Recreation Kit		\$25.00 / day	\$30.00 / day	

a. A security deposit shall be required to rent city parks and recreation facilities and athletic fields. Upon inspection and determination that facilities have not been damaged and clean up costs have not been incurred, the deposit shall be refunded.

b. A per hour, per staff member fee will be charged to the renter if it is necessary that a city employee be present during usage.

(3) Equipment:

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

(b) Youth sports association facility fees.

- (1) All youth associations may be subject to a minimum individual player fee for each participant for each season of play. The fee may be no less than \$1.00 per participant. .

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

(c) Recreation program fees.

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

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

ARTICLE A5.000 UTILITIES

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

- (1) Water and wastewater, per customer:

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

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

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

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

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

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

- (2) Wastewater only:

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

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

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

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

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

(3) Non-residential:

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

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

(b) Connection fees.

(1) Water:

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

(B) 1" meter: \$750.00;

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

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

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

(2) Wastewater:

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

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

(c) Other service charges.

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

- (2) Disconnection/reconnection fee due to nonpayment: \$50.00. (Jonah and Manville customers will be assessed an additional \$50 fee).
- (3) After-hours connection fee/reconnection fee: \$50.00 in addition to above.
- (4) Meter reread charge: \$25.00.
- (5) Tampering with a locking device: \$250.00.
- (d) Impact fees. For plats recorded prior to February 1, 2013.
 - (1) Water, per service unit equivalent: \$4,363.00.
 - (2) Wastewater, per service unit equivalent: \$1,068.00.
- (e) Impact fees. For plats recorded after February 1, 2013.
 - (1) Water, per service unit equivalent: \$3,625.00.
 - (2) Wastewater, per service unit equivalent: \$2,128.00.
- (f) Retail water/wastewater rates. Outside city rates are 1.15 times inside city rates.

Water

Minimum Monthly Charge (Demand)

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8" & 3/4" meter	\$25.48	\$29.30
1" meter	\$38.24	\$43.97
1-1/2" meter	\$63.72	\$73.28
2" meter	\$127.44	\$146.55

3" meter	\$203.91	\$234.50
4" meter	\$407.80	\$468.97
6" meter	\$637.19	\$732.77
8" meter	\$1274.39	\$1465.55

Volume Rate (per 1,000 gallons)

Single-Family Residential

<u>Monthly use between:</u>	<u>Inside City</u>	<u>Outside City</u>
0 to 5,000 gals	\$7.82	\$9.00
5,001 to 12,000 gals	\$8.50	\$9.78
12,001 to 25,000 gals	\$8.90	\$10.24
25,001 gals or more	\$9.70	\$11.16

Non-residential, all consumption	\$8.57	\$9.86
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Irrigation, all consumption	\$8.90	\$10.24
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Construction, all consumption	\$8.90	\$10.23
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Wastewater

Minimum Monthly Charge (Demand)

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>
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5/8" & 3/4" meter	\$20.25 <u>\$25.31</u>	\$23.29 <u>\$29.11</u>
1" meter	\$31.59 <u>\$39.49</u>	\$34.94 <u>\$43.68</u>
1-1/2" meter	\$50.63 <u>\$63.29</u>	\$58.22 <u>\$72.78</u>
2" meter	\$101.25 <u>\$126.56</u>	\$116.45 <u>\$145.56</u>
3" meter	\$162.00 <u>\$202.50</u>	\$186.30 <u>\$232.88</u>
4" meter	\$324.01 <u>\$405.01</u>	\$372.60 <u>\$465.75</u>
6" meter	\$506.26 <u>\$632.83</u>	\$582.21 <u>\$727.76</u>
8" meter	\$1012.53 <u>\$1265.66</u>	\$1164.41 <u>\$1455.51</u>

Volume Rate (per 1,000 gallons)

Residential*	\$5.06 <u>\$6.33</u>	\$5.82 <u>\$7.28</u>
Non-residential**	\$5.82 <u>\$7.28</u>	\$6.69 <u>\$8.36</u>

Monthly Rate (volume and demand)

Flat Rate Customers	\$48.30 <u>\$60.38</u>	\$55.55 <u>\$69.43</u>
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*Based on winter water use average.

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

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

(1) 2-inch: \$8.00.

(2) 6-inch: \$20.00.

(3) 8-inch: \$30.00.

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

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

(i) Drought contingency plan.

(1) Water allocation surcharges for stage 6 response.

(A) Single-family residential customers:

(i) \$10.00 for the first 1,000 gallons over allocation.

(ii) \$15.00 for the second 1,000 gallons over allocation.

(iii) \$20.00 for the third 1,000 gallons over allocation.

(iv) \$25.00 for each additional 1,000 gallons over allocation.

(B) Master-metered multifamily residential customers:

(i) \$10.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.

(ii) \$15.00 thereafter for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.

(iii) \$20.00 thereafter for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.

(iv) \$25.00 thereafter for each additional 1,000 gallons over allocation.

(C) Commercial customers:

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

a. \$10.00 per thousand gallons for the first 1,000 gallons over allocation.

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

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

(D) Industrial customers:

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

- c. 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
- d. 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

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

(2004 Code, sec. 13.410)

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

ARTICLE A6.000 BUSINESS

- (a) Wine and beer retailer permit: \$25.00.
- (b) Peddler, Solicitors, Distributors, Itinerant Vendors and Mobile Street Vendors
 - (1) Peddler/Solicitor: \$25.00 for each person permitted.
 - (2) Distributor: \$25.00 for each person or group of persons.
 - (3) Itinerant Vendors/Mobile Street Vendors
 - a) 14 day permit: \$25.00 fee
 - b) 30 day permit: \$35.00 fee
 - c) 90 day permit: \$75.00 fee
 - d) 180 day permit: \$100.00 fee

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

ARTICLE A7.000 LIBRARY

(a) Library cards.

(1) Non-resident.

(A) Family: No family cards.

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

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

(2) Replacement.

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

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

(b) Copy/Print & Fax

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

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

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

(c) Fines and fees.

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

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

(d) Interlibrary loan: Cost of return postage.

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

ARTICLE A8.000 MISCELLANEOUS

- (a) Special events permit application fee: \$50.00. (Ordinance 2006-25 adopted 5/15/06)
 - (b) Street closure permit application fee: \$25.00. (Ordinance 2006-24 adopted 5/15/06)
 - (c) Fireworks display permit application fee: \$40.00. (2004 Code, sec. 5.105)
 - (d) Film application fee: \$50.00
 - (1) Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: \$500.00 per day.
 - (2) Partial, non-disruptive use of a public building, park, right-of-way, or public area: \$250.00 per day.
 - (3) Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$50.00 per block per day.
 - (4) Partial closure or obstruction of a public street or right-of-way, including parking lots and on-street parking: \$25.00 per block per day.
 - (5) Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles): \$50.00 per block or lot per day.
 - (e) Brush collection by city after storm.
 - (1) Minimum: \$15.00.
 - (2) Additional time in increments of five minutes: \$5.00.
- (2004 Code, sec. 6.311)*
- (f) Returned check fee (for any city payment): \$30.00.
 - (g) Credit card processing fee, per transaction: \$1.00.

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

EXHIBIT “B”

FEE SCHEDULE

January 18, 2018

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

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ARTICLE A1.000 DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION

(a) Zoning fees.

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

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

(b) Appeals.

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

(c) Subdivision fees.

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

- (2) Major subdivision preliminary plat: \$1,550.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- (3) Major subdivision preliminary plat revision: 75% of regular Major subdivision preliminary plat fee.
- (4) Major subdivision final plat: \$1,000.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- (5) Plat vacation: \$500.00.
- (6) Amended plat of subdivision: \$500.00 plus \$25.00 per lot.
- (7) Major/Minor plat recordation processing fee: \$50 plus Williamson County plat recordation fees.**
- (8) Minor/short form final plat: \$500.00.
- (9) Right of Way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): \$250.00* Requires amendment plat.
- (10) GIS Fee: \$25.00.**
- (11) Subdivision public improvements/construction inspection fee: 3% of cost of public improvements.**
- (12) Plan extension request (1 year extension): \$250.00.**
- (13) Subdivision public improvements/construction plan review: \$100.00/acre.
- (14) Legal lot determination: \$50.00.**
- (15) Subdivision variance: \$300.00.
- (16) Traffic Impact Analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the City).**
- (17) Technology Fee: \$25.00 except where indicated by **.
- (18) Service Extension Request Application Fees:
 - (A) Request not requiring city participation: \$200.00
 - (B) Request requiring city participation: \$500.00
 - (C) Technology Fee: \$25.00
- (d) Development fees.
 - (1) Parkland development fee:
 - (A) Residential: \$500.00 per unit.

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

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

(A) Residential:

Single-Family: \$300.00 per unit

Multi-Family: \$175.00 per unit

(e) Site plan fees.

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

(A) Technology fee: \$25.00.

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

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

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

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

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

(A) \$100.00 application fee.

(B) \$65.00 inspection fee.

(C) Technology Fee: \$5.00.

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

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

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

- (8) Clearing and grading permit fees:

(A) Application Fee: \$100.00

(B) Technology Fee: \$7.00

(f) Building plan review fees:

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

- (2) Residential addition building permit fee: \$25.00
- (3) Commercial: 65% of Commercial permit fee. Required for all new commercial construction and commercial addition permits.
- (4) Certificate of appropriateness (Historic District only):
 - (A) \$30.00 minor projects
 - (B) \$250.00 major projects (i.e., new construction)
 - (C) Technology fee: \$7.00.

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

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

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

(A) Re-inspections: \$65 each. After 3rd failed inspection, must wait 2 days for re-inspection and re-inspection is \$100.00.

(B) Technology fee

(1) Residential building permit: \$10.00

(2) Commercial building permit: \$20.00

(2) Miscellaneous permits/inspections by type.

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

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

(C) Demolition:

(1) Residential: \$50.00.

(2) Commercial: \$150.00.

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

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

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

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

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

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

(J) Tree removal permit**

(1) Undeveloped or redevelopment site:

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

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

(2) Developed site:

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

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

(K) HUD-code manufactured home fees.

(1) Permit application fee: \$100.00. (2004 Code, sec. 3.902)

(2) License application or renewal fees: \$50.00.

(3) License transfer fee: \$50.00.

(2004 Code, sec. 3.903)

(L) Sign permits.

(1) Regular signs (on buildings or freestanding).

(i) Signs meeting code requirements, fee due upon application: \$5.00 per sq. foot of facing.

(ii) Sign master plan application fee: \$100.00.

(2) Signs requiring variances.

(i) Processing fee: \$100.00.

(ii) If variance approved: \$15.00 per square foot of facing.

(iii) If variance approved for sign master plan: \$10.00 per square foot of facing.

(3) Temporary signs.

(i) Temporary Commercial Signage, per sign: \$50.00.

(ii) A-Frame Sign: \$30.00 (1 year).

(iii) Public Information Sign: Permit required; no fee.**

(iv) Political sign: No permit required; no fee.**

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

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

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

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

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

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

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

(h) Map and Plan Documents.

(1) Printed map products.

- (A) Black and white or color map.
 - (i) 8.5" x 11": \$5.00.
 - (ii) 11" x 17": \$10.00.
 - (iii) 34" x 48": \$20.00.
- (B) Map tube: \$2.00.
- (C) Postage: \$4.00 depending on additional postage fees.
- (D) 2-day request: \$40.00.
- (E) As-built plans (24" x 36"): \$10.00.
- (2) GIS/CD/e-mail products.
 - (A) PDF file: \$10.00.
 - (B) JPG file: \$10.00.
 - (C) CD: \$15.00.
 - (D) DVD/Other: \$15.00.
 - (E) Postage: \$4.00 depending on additional postage fees.
 - (F) Shape file.
 - (i) Each layer: \$35.00.
 - (ii) Parcel layer: \$70.00.
 - (G) Aerial.
 - (i) Individual panels (per panel): \$35.00.
 - (ii) All panels: \$860.00.
 - (H) As-built plans (electronic): \$25.00.
- (3) GIS custom maps: GIS is not authorized to prepare custom maps. However, should the preparation of a custom map be authorized by the Planning Director, the customer will be charged on a per hour basis. \$75 for the first hour, \$35 for each additional hour.

ARTICLE A2.000 PUBLIC SAFETY

(a) Police.

- (1) Fingerprinting service, per set (voluntary fingerprinting of children is at no charge): \$10.00.

- (2) Accident reports, per report: \$6.00.
- (3) Hourly rate for police unit (vehicle) on security detail, per hour: \$15.00.
- (4) Alarm fees: State law. Amount allowable under SB 568.
- (5) Business alarm permits (annual fee): \$50.00.
- (6) Residential alarm permits (annual fee): \$25.00.
- (b) Animal control. Ordinance 10-003-00. All fees set forth shall apply as adopted by the Williamson County Commissioner's Court for the Regional Animal Shelter, as amended.
 - (1) Dog registration for sterilized animal, per tag: \$5.00.
 - (2) Dog registration for unsterilized animal, per tag: \$10.00.
 - (3) Impoundment fee, registered: \$30.00.
 - (4) Impoundment fee, unregistered: \$60.00.
 - (5) Return charge for loose livestock that are picked up, per occurrence: \$65.00.
 - (6) Holding fee, per day: \$10.00.
 - (7) Rabies vaccination, per animal: \$15.00.
 - (8) Pick up deceased owner animal, per animal: \$25.00.
 - (9) Fee for dropping off animal - owner surrender, per occurrence: \$25.00.
 - (10) Additional drop-off fee with litter, per occurrence: \$25.00.
- (c) Traffic fines. The municipal judge has discretion to charge the maximum fee per state law depending on the violation. In addition to traffic fines, a person convicted of a misdemeanor shall pay court cost mandated by the state. Other fines charged are established in the Code of Ordinances and state law.
 - (1) Maximum fines. The maximum fine for most municipal court cases is as follows:
 - (A) Traffic Violations: \$200
 - (i) \$200 fines for traffic violations may be doubled for offenses in a construction or maintenance work zone when workers are present and if the construction or maintenance work zone is marked by a sign indicating construction or maintenance work zone.
 - (ii) Additional fee applies if speeding in a school zone.
 - (B) Penal Violations: \$500
- (d) City Ordinances. As stated in Chapter 1, Section 1.01.009 of the Code, the City Council may establish the following penalties:

- (1) A fine up to \$2,000 in all cases arising under the ordinances, resolutions, rules or orders that govern: fire safety, zoning, public health and sanitation;
 - (2) A fine up to \$4,000 in all cases arising under the ordinances, resolutions, rules or orders that govern illegal dumping of refuse (*Ordinance O-15-12-17-6F*); and
 - (3) A fine up to \$500 for all other city violations.
- (e) Unlawful Passing of School Buses. Unlawfully passing a school bus is punishable by a fine of \$500–\$1250 for first offense, or \$1,000–\$2,000 for second or subsequent offense.
 - (f) Failure to Maintain Motor Vehicle Liability Insurance. Conviction of this offense is a misdemeanor punishable by a fine of not less than \$175 or more than \$350; if a person has been previously convicted of this offense, it is punishable by fine of not less than \$350 or more than \$1000.
 - (g) Parked in Handicap Zone. Conviction of this offense is a misdemeanor punishable by a fine of not less than \$500 or more than \$750; if a person has been previously convicted of this offense, it is punishable by a fine not less than \$550 or more than \$800; and if that person has been convicted three times of this offense, a fine of not less than \$800 or more than \$1100.
 - (h) Time Payment Fee (Chapter 51 of Government Code Sec. 51.921). Municipal Court shall collect a fee of \$25.00 from a person who has been convicted, pays any part of a fine, court cost or restitution on or after the 31st day after the date Judgment is entered.
 - (j) Food sanitation fees (25 Texas Administrative Code Sec. 229.161-171, 229.173-175) Fees under this subsection are to be reviewed and regulated by the Williamson County and Cities Health District.

ARTICLE A3.000 PUBLIC WORKS

(a) Solid waste collection.

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

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

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

(Ordinance _____ adopted 1/21/16)

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

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

ARTICLE A4.000 PUBLIC FACILITY RENTALS

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

(1) Park Facilities:

	Resident	Nonresident	Non-Profit	Deposit
Pavilions (2 Hour Minimum)				
Fritz Park	\$20.00 / hour	\$30.00 / hour	\$10.00 / hour	\$100.00
Hutto Lake Park	\$10.00 / hour	\$15.00 / hour	\$5.00 / hour	\$100.00
Country Estate Park	\$10.00 / hour	\$15.00 / hour	\$5.00 / hour	\$100.00
Glenwood Splash Pad	\$10.00 / hour	\$15.00 / hour	\$5.00 / hour	\$100.00
Saul House				
Full Day (4+ hours)	\$300.00 / day	\$400.00 / day	\$150/day	\$100.00
Half Day (1-3 hours)	\$75.00 / hour	\$150.00 / hour	\$40/hour	\$100.00
Gin at the Co-Op				
Full Day (4+ hours)	\$500.00	\$600.00 / day	\$300.00 / day	\$250.00
Half Day (1-3 hours)	\$100.00 / hour	\$200.00 / hour	\$50.00 / hour	\$250.00
Special Event Co-Op Grounds Fee (combine with Gin rental)	\$250.00/day	\$250.00/day	\$250.00/day	N/A
Meeting Room (2 hour minimum)				
Per Hour	\$25.00	\$30.00	\$10.00	\$100.00

(2) Athletic Field Rental Fees:

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

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

(3) Equipment:

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

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

(b) Youth sports association facility fees.

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

(c) Recreation program fees.

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

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

ARTICLE A5.000 UTILITIES

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

(1) Water and wastewater, per customer:

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

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

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

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

(2) Wastewater only:

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

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

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

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

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

(3) Non-residential:

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

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

(b) Connection fees.

(1) Water:

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

(B) 1" meter: \$750.00;

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

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

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

(2) Wastewater:

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

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

(c) Other service charges.

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

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

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

(4) Meter reread charge: \$25.00.

- (5) Tampering with a locking device: \$250.00.
- (d) Impact fees. For plats recorded prior to February 1, 2013.
- (1) Water, per service unit equivalent: \$4,363.00.
- (2) Wastewater, per service unit equivalent: \$1,068.00.
- (e) Impact fees. For plats recorded after February 1, 2013.
- (1) Water, per service unit equivalent: \$3,625.00.
- (2) Wastewater, per service unit equivalent: \$2,128.00.
- (f) Retail water/wastewater rates. Outside city rates are 1.15 times inside city rates.

Water

Minimum Monthly Charge (Demand)

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

Volume Rate (per 1,000 gallons)

Single-Family Residential

<u>Monthly use between:</u>	<u>Inside City</u>	<u>Outside City</u>
0 to 5,000 gals	\$7.82	\$9.00
5,001 to 12,000 gals	\$8.50	\$9.78
12,001 to 25,000 gals	\$8.90	\$10.24
25,001 gals or more	\$9.70	\$11.16

Non-residential, all consumption	\$8.57	\$9.86
Irrigation, all consumption	\$8.90	\$10.24
Construction, all consumption	\$8.90	\$10.23

Wastewater

Minimum Monthly Charge (Demand)

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>
5/8" & 3/4" meter	\$25.31	\$29.11
1" meter	\$39.49	\$43.68
1-1/2" meter	\$63.29	\$72.78
2" meter	\$126.56	\$145.56
3" meter	\$202.50	\$232.88
4" meter	\$405.01	\$465.75
6" meter	\$632.83	\$727.76
8" meter	\$1265.66	\$1455.51

Volume Rate (per 1,000 gallons)

Residential*	\$6.33	\$7.28
Non-residential**	\$7.28	\$8.36

Monthly Rate (volume and demand)

Flat Rate Customers	\$60.38	\$69.43
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*Based on winter water use average.

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

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

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

(3) 8-inch: \$30.00.

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

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

(i) Drought contingency plan.

(1) Water allocation surcharges for stage 6 response.

(A) Single-family residential customers:

(i) \$10.00 for the first 1,000 gallons over allocation.

(ii) \$15.00 for the second 1,000 gallons over allocation.

(iii) \$20.00 for the third 1,000 gallons over allocation.

(iv) \$25.00 for each additional 1,000 gallons over allocation.

(B) Master-metered multifamily residential customers:

(i) \$10.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.

(ii) \$15.00 thereafter for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.

(iii) \$20.00 thereafter for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.

(iv) \$25.00 thereafter for each additional 1,000 gallons over allocation.

(C) Commercial customers:

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

a. \$10.00 per thousand gallons for the first 1,000 gallons over allocation.

b. \$15.00 per thousand gallons for the second 1,000 gallons over allocation.

c. \$20.00 per thousand gallons for the third 1,000 gallons over allocation.

d. \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.

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

a. 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

b. 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.

- c. 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
- d. 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

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

(D) Industrial customers:

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

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

(2004 Code, sec. 13.410)

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

ARTICLE A6.000 BUSINESS

- (a) Wine and beer retailer permit: \$25.00.
- (b) Peddler, Solicitors, Distributors, Itinerant Vendors and Mobile Street Vendors
 - (1) Peddler/Solicitor: \$25.00 for each person permitted.

- (2) Distributor: \$25.00 for each person or group of persons.
- (3) Itinerant Vendors/Mobile Street Vendors
 - a) 14 day permit: \$25.00 fee
 - b) 30 day permit: \$35.00 fee
 - c) 90 day permit: \$75.00 fee
 - d) 180 day permit: \$100.00 fee

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

ARTICLE A7.000 LIBRARY

(a) Library cards.

(1) Non-resident.

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

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

(2) Replacement.

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

(b) Copy/Print & Fax

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

(c) Fines and fees.

- (1) Overdue books, per day up to maximum cost to replace: \$0.25 with a \$10.00 maximum fine.
- (2) Lost or damaged book fee: Cost of book + \$5.00 processing fee + fines.

(d) Interlibrary loan: Cost of return postage.

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

ARTICLE A8.000 MISCELLANEOUS

- (a) Special events permit application fee: \$50.00. (Ordinance 2006-25 adopted 5/15/06)
- (b) Street closure permit application fee: \$25.00. (Ordinance 2006-24 adopted 5/15/06)
- (c) Fireworks display permit application fee: \$40.00. (2004 Code, sec. 5.105)
- (d) Film application fee: \$50.00
 - (1) Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: \$500.00 per day.
 - (2) Partial, non-disruptive use of a public building, park, right-of-way, or public area: \$250.00 per day.
 - (3) Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$50.00 per block per day.
 - (4) Partial closure or obstruction of a public street or right-of-way, including parking lots and on-street parking: \$25.00 per block per day.
 - (5) Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles): \$50.00 per block or lot per day.
- (e) Brush collection by city after storm.
 - (1) Minimum: \$15.00.
 - (2) Additional time in increments of five minutes: \$5.00.

(2004 Code, sec. 6.311)

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

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

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.:

8C.

AGENDA DATE: January 18, 2018

PRESENTED BY:

Susan Cates, Executive Director of
Economic Development

ITEM:

Consideration and possible action on an ordinance amending the bylaws for the Hutto Economic Development Corporation Type 'B'.
(Susan Cates)

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:

The Hutto City Council approved the Bylaws of the newly created Type B Economic Development Corporation on July 20, 2017. The Bylaws were then sent to the HEDC Board of Directors for their approval. At their September 18, 2017 meeting the HEDC Board approved the Bylaws as amended. The Amended and Restated Bylaws of the Hutto Economic Development Corporation, Type B includes the following change to Section 1.1: the addition of "Type B" in the official name of the corporation. It also includes the addition of Section 5.9 regarding Indemnification and Section 5.10 regarding Insurance.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

City attorney has reviewed as to form.

STAFF RECOMMENDATION:

Staff recommends approval.

SUPPORTING MATERIAL:

1. [Ordinance to revise the bylaws](#)
2. [Amended bylaws for approval by City Council on 1-18-18](#)
3. [EDC Bylaws approved by City Council 7-20-2017](#)
4. [EDC-B bylaws amendment](#)
5. [Minutes of the HEDC-B minutes 9-18-17 approving amendments](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE BYLAWS OF THE TYPE B ECONOMIC DEVELOPMENT CORPORATION TO ADD THE LANGUAGE “TYPE B” TO THE NAME OF THE CORPORATION; AND ADD A SECTION ADDRESSING INDEMNIFICATION OF THE DIRECTORS, OFFICERS, AND EMPLOYEES OF THE CORPORATION; AND ADD A SECTION ADDRESSING THE ABILITY OF THE CORPORATION TO PROVIDE INSURANCE FOR INDIVIDUALS FOR WHOM THE CORPORATION HAS POWER TO INDEMNIFY; AND PROVIDING FOR A PUBLICATION CLAUSE, SERVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE, AND EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas (“City”) created the Hutto Economic Development Corporation (the “Corporation”) by approving a Certificate of Formation on July 20, 2017; and

WHEREAS, the City Council of the City approved Bylaws governing the Corporation on July 20, 2017; and

WHEREAS, the Corporation Board of Directors approved the Bylaws with amendments to said Bylaws at their meeting on September 18, 2017; and

WHEREAS, the City Council of the City previously established a “Type A” Economic Development Corporation, and the City deems it prudent to clarify the corporate name of the new organization as a “Type B” Economic Development Corporation under the Development Corporation Act of 1979, Chapter 501 of the local Government Codes, as amended; and

WHEREAS, the City hereby finds and determines that the Bylaws of the Corporation should be amended to reflect provisions provided in the City Council approved Certificate of Formation regarding indemnification and provision of insurance for current or former directors, officers, or employees of the Corporation.

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

SECTION. I

The City Council has considered and made findings on the following matters regarding the Bylaws of the Hutto Economic Development Corporation:

- 1) That Section 1 of the Bylaws be amended as follows:

Section 1.1: Corporate Identity: Offices. The name of the corporation is the Hutto Economic Development Corporation, Type B (the “Corporation”). The principal office of the Corporation shall be at 321 Ed Schmidt Blvd., Ste. #200, P.O. Box 1016, Hutto, TX 78634. The Corporation may relocate such principal office and have such other offices as the Board of Directors shall determine.

- 2) That Section 5 of the Bylaws be amended as follows:

Section 5.9: Indemnification. The Corporation shall indemnify any current or former director, officer, or employee of the Corporation, or any person who may have served at the Corporation’s request as a

director, officer, or employee of another corporation or entity in which it owns shares of stock or other ownership interest or of which it is a creditor, against expenses actually and necessarily incurred by such person and any amount paid in satisfaction of judgements in connection with any action, suit, or proceeding, whether civil, criminal, arbitative, or investigative in nature, in which such person was, in, or is threatened to be made a named defendant or respondent by reason of being or having been such a director, officer, or employee (whether or not the person is or was such at the time such costs or expenses are incurred by or imposed upon such person) as is required by Section 8.051 of the Texas Business Organizations Code ("TBOC"). The Corporation may indemnify any such person against and for any such expenses or costs and may advance expenses to any such person as is permitted by and according to the terms of Section 8.101 of the TBOC.

3) That Section 5 of the Bylaws be amended as follows:

Section 5.10: Insurance. The Corporation may at the discretion of the Board of Directors purchase and maintain insurance on behalf of the Corporation and any person whom it has the power to indemnify pursuant to law, the Certificate of Formation, these Bylaws or otherwise, including without limitation directors and officers liability insurance.

The Amended and Restated Bylaws of the Hutto Economic Development Corporation, Type B attached hereto as Exhibit A and incorporated herein by reference as part hereof for all purposes, are hereby approved.

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, PASSED, and APPROVED on this the **18th** day of **January, 2018** at a meeting of the Hutto, Texas City Council; there being a quorum present.

By motion duly made, seconded, and passed with by a majority vote of the Councilmembers present.

THE CITY OF HUTTO TEXAS

Doug Gaul, Mayor

Attest:

Lucretia Alvarez, City Secretary

**AMENDED AND RESTATED BYLAWS OF
THE HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE B**

Effective January 18, 2018

Article I: Powers and Purposes

Section 1.1: Corporate Identity: Offices. The name of the corporation is the Hutto Economic Development Corporation, Type B (the "Corporation"). The principal office of the Corporation shall be at 321 Ed Schmidt Blvd., Ste. #200, P.O. Box 1016, Hutto, TX 78634. The Corporation may relocate such principal office and have such other offices as the Board of Directors shall determine.

Section 1.2: Powers. Purposes and Authority. In order to implement the purposes for which the Corporation was formed, as set forth in its Articles of Incorporation, the Corporation shall have all the authority and powers of every nature and kind whatsoever, both expressed and implied, which are authorized or permitted by the terms of the Development Corporation Act of 1979, Chapter 501 of the Local Government Code, as amended (the "Act"). The Corporation shall have and may exercise each power and authority enumerated in the Act as if such power and authority were specifically set forth herein; provided that the Corporation shall be governed by Chapter 505 of the Local Government Code and any other term or provision of the Act, Chapter 505 of the Local Government Code shall govern and prevail. The Corporation shall have the power and authority to undertake any lawful action not inconsistent with the Act and it shall promote economic development benefiting the City of Hutto, Texas (the "City"), including without limitation promoting industrial, manufacturing, commercial, retail, parks and residential development to encourage employment and the public welfare, both within the City limits and areas outside of the City limits which contribute to the economic welfare of the City. The powers of the Corporation shall include the authority to contract and be contracted with and, absent a conflict with Chapter 505 of the Local Government Code, the power to purchase, lease, sell and mortgage real estate, and to issue obligations for or otherwise finance all or part of the cost of one or more Projects as defined in the Act.

Section 1.3: Annual Corporate Budget. At least sixty (60) days prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of anticipated revenues and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications as shall be in such form as may be prescribed from time to time by the City Manager and/or Council. The budget shall not be effective until same has been approved by the City Council. The Corporation's fiscal year shall start on October 1 and end on September 30th of the following year and may be changed by action of the Board and approval of the City Council.

Section 1.4: Books and Records: Review of Financial Statements. The Corporation shall keep correct and complete books and records of all accounts and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors. All books and records of the Corporation may be inspected by any director or his or her agent or attorney at a reasonable time: and at all times the City Manager and/or City Council of the City (the "City of Hutto") will have access to the books, records and financial statements of

the Corporation. At the direction of the City Manager and/or Council, the books, records, accounts and financial statements may be maintained for the Corporation by the staff of the City. In such event, the Corporation shall pay to the City reasonable compensation for such services.

Section 1.5: Powers in General. The Corporation may exercise all powers granted under the Act consistent with its Certificate of Formation, these Bylaws and the Resolutions, Orders and Ordinances of the City Council.

Article II: Board of Directors

Section 2.1: Appointment, Powers, Number and Term of Office. The Board of Directors shall exercise all of the powers of the Corporation, subject to the restrictions imposed by law, the Certificate of Formation and these Bylaws.

The business and affairs of the Corporation and all corporate powers shall be exercised by or under authority of the Board of Directors (the "Board"), appointed by the Hutto City Council and subject to the applicable limitations imposed by the Act, other applicable legislation and these Bylaws. The Board may, by contract, resolution or otherwise, give general or limited or special powers and authority to the Officers of the Corporation.

The Board may plan and direct its work through the Chairman who will be charged with the responsibility of carrying out the Corporation's programs as adopted and planned by the Board.

The Board shall consist of seven (7) persons who shall each be appointed by the City Council. No more than four (4) of the seven (7) directors may be City employees or City Council members. The term of each directorship will be for two (2) years. All directors must either (1) be residents of the City, (2) be residents of Williamson County, Texas or (3) reside both (a) within 10 miles of the City's boundaries and (b) in a county bordering Williamson County, Texas. Those filling vacancies shall serve out the term of those seats.

Any Director, or all Directors, may be removed from office at any time by majority vote of the City Council, for cause or at will. Any vacancy occurring on the Board shall be filled by appointment by majority vote of the City Council.

Section 2.2: Meetings of Directors in General. The Board shall meet at least once each month and any member of the Board may request that an item be placed on the agenda by providing same in writing, to the Secretary no later than 10 days prior to the date of the Board meeting. The Board may hold its meetings at any place authorized by the Act and as the Board may from time to time determine; provided that. In the absence of any such determination by the Board, the meeting shall be held at the principal office of the Corporation or at the City Council Chambers of the City. The Board shall conduct its meetings in accordance with the requirements of the Act and Chapter 505 of the Local Government Code as amended.

Section 2.3: Regular Meetings. Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by resolution of the Board. Notice of regular meetings need not be given to each of the Directors, but public notice of each meeting shall be given in the manner prescribed by law.

Section 2.4: Special Meetings. Special meetings of the Board shall be held whenever called by the Chairperson, by the Secretary or by a majority of the Directors then in office, or upon advice of or by request of the City Council.

The Secretary or his/her designee shall give or cause public notice to be given of each special meeting. Special notice of each special meeting shall also be given to each Director either by mail, telephone, electronically or in person at least two (2) hours before the meeting. Notice required by law to be given to any other person or entity shall be given in the manner prescribed by law. Except as otherwise provided by law or unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting. At any meeting at which every Director is present, even though without any notice, any matter pertaining to the purposes of the Corporation may be considered and acted upon, except as otherwise provided by law.

Section 2.5: Quorum. A majority of the Directors fixed by these Bylaws shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law. Any member of the Board may request a record vote on any matter to come before the Directors and that record vote will become a part of the minutes.

Section 2.6: Conduct of Business. At the meetings of the Board, matters pertaining to the purposes of the Corporation shall be considered in such order from time to time as the Board may determine.

Section 2.7: Compensation of Directors. Compensation of Directors. Directors shall not receive any compensation for their services as Directors except that they shall be reimbursed for their actual expenses incurred in the performance of their official duties.

Section 2.8: Board Committees. The Board may designate two (2) or more directors to constitute an official committee of the Board to exercise such authority as is delegated and approved by resolution of the Board. It is provided, however, that all final, official actions of the Corporation may be exercised only by the full Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

Section 2.9: Advisory Board. The Board may appoint an advisory board or boards to assist the Board and perform such other duties as the Board may from time to time assign to the advisory board. An advisory board shall be made up of no more than seven (7) individuals. At the time the Board creates an advisory board, the Board shall adopt rules and regulations regarding membership of the advisory board. The advisory boards may make recommendations to the Board, but all final, official actions of the Corporation shall be exercised only by the Board. The Board shall create a small business, convention and tourism advisory board which may include board members of the Hutto Chamber of Commerce, in addition to such other advisory boards desired by the Board.

Section 2.10: Texas Open Meetings Act and Open Records Act. Meetings of the Board, Board committees, and the advisory board are subject to the Texas Open Meetings Act, Texas Government Code Chapter 551, and the Corporation is subject to the Texas Open Records Act, Texas Government Code Chapter 552.

Article III: Officers

Section 3.1: Titles and Terms of Office. The Officers of the Corporation shall be a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer, and such person may hold more than one office, except the Chairperson shall not hold the office of Secretary. The Chairperson and each other Officer of the Corporation shall be appointed by a majority vote of the Directors then in office and shall hold office for a term of two (2) years or until his or her successor is elected or appointed.

All Officers shall be subject to removal from office with or without cause at any time by a majority vote of the Directors then in office.

A vacancy in any office shall be filled by appointment by a majority vote of the Directors then in office.

Section 3.2: Chairperson The Chairperson shall be the Chief Executive Officer of the Corporation, and, subject to the control of the Board of Directors, the Chairperson shall be in general charge of the properties and affairs of the Corporation. The Chairperson shall preside at all meetings of the Board of Directors in furtherance of the purposes of this Corporation; the Chairperson may sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, notes and other instruments in the name of the Corporation.

The Chairperson shall have the authority to appoint standing committees to aid and assist the Board in its business undertakings or matters incidental to the operation and functions of the Board. The Chairperson shall have the authority to appoint ad-hoc committees which may address issues of a temporary nature of concern or which have a temporary effect on the business of the Board.

Section 3.3: Vice Chairperson. The Vice Chairperson shall have such powers and duties as may be assigned by the Board of Directors and shall exercise the powers of the Chairperson during the Chairperson's absence or inability to act. Any action taken by the Vice Chairperson in the performance of the duties of the Chairperson shall be with conclusive evidence of the absence or inability of the Chairperson to act at the time such action was taken.

Section 3.4: Treasurer. The Treasurer shall have custody of all the funds and securities of the Corporation that come in to his or her hands. When necessary, or proper, the Treasurer may sign or endorse, on behalf of the Corporation for collection or payment checks, notes and other obligations and shall deposit any funds received to the credit of the Corporation in such bank or banks or depositories as shall be designated by the Board of Directors. Whenever required by the Board of Directors, the Treasurer shall enter or cause to be entered regularly in the books of the Corporation to be kept by the Treasurer for that purpose full and accurate amounts of all monies received and paid out on account of the Corporation. The Treasurer shall perform all acts incident to the position of the Treasurer subject to the control of the Board of Directors. The Treasurer, if

required by the Board of Directors, shall give such bond for the faithful discharge of his/her duties in such form as the Board of Directors may require.

Section 3.5: Secretary. The Secretary shall keep or shall cause to be kept the minutes of all meetings of the Board of Directors, its committees and those of Executive Sessions in books provided for that purpose. The Secretary shall attend to giving and serving notices in furtherance of the corporate purposes. The Secretary may attest or sign with the Chairperson in the Corporation's name, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation. The Secretary shall have charge of the corporate books, records, and all records of the securities of which the Treasurer shall have custody, and such other books and papers as the Board of Directors may direct, all of which shall during business hours be open to inspection at the office of the Corporation; and the Secretary shall in general perform all duties incident to the office of Secretary subject to the control of the Board of Directors.

In the absence of the Secretary, the Chairperson may appoint any other Board of Director to act as Secretary during such absence.

Section 3.6: Compensation. Officers of the Board shall not receive any compensation for their services as Officers except that they may be reimbursed for their actual expenses incurred in the performance of their official duties.

Article IV: Provisions Regarding Bylaws

Section 4.1: Effective Date. These Bylaws shall become effective only upon the occurrence of the following events:

- (1) the adoption of these Bylaws by the Board of Directors; and
- (2) the approval of these Bylaws by the City Council.

Section 4.2: Amendments to Bylaws. These Bylaws may be amended at any time and from time to time by majority vote of the Directors then in office, but only with approval of the City Council.

Section 4.3: Interpretation of Bylaws. These Bylaws shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to a person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

Article V: General Provisions

Section 5.1: Principal Office. The current principal office of the Corporation is at shall be at 321 Ed Schmidt Blvd., Ste. #200, P.O. Box 1016, Hutto, TX 78634. The Corporation may relocate such principal office and have such other offices as the Board shall determine.

Section 5.2: Seal. The seal of the Corporation shall be as determined by the Board of Directors. The Board may determine the Corporation will have no seal.

Section 5.3: Notice and Waiver of Notice. Whenever any notice whatsoever is required to be given to the Board of Directors under the Act, the Certificate of Formation or these Bylaws, such notices shall be deemed to be sufficient if given by depositing it for mailing in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed given on the day of such mailing.

Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the sole purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A written waiver of notice, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Neither the business to be transacted nor the purpose of any regular or special meeting of the Board of Directors need be set forth in any notice to a Director of such meeting unless required by the Board of Directors.

Any notice whatsoever that may be required to be given to the public by law, shall be given in the manner prescribed by law.

Section 5.4: Resignations. Any Director or Officer may resign at any time. Any such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the Chairperson or the Secretary. Absent a written notice of the resignation, the City Council of the City shall cause a notice of the resignation to be provided. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Notwithstanding the effective date, a resigning Director shall serve until such time as her or her successor takes office.

Section 5.5: Approval of the City Council. To the extent these Bylaws refer to any approval or action to be taken by the City, such shall be evidenced by a certified copy of a Resolution, Ordinance, Order or Motion duly adopted by the City Council.

Section 5.6: Organizational Control. The City Council may, at its sole discretion and at any time, alter or change the structure, organization or activities of the Corporation (including the termination of the Corporation), subject to the Act and any limitation on the impairment of contracts. The Corporation shall comply with all financial and administrative ordinances and policies of the City.

Section 5.7: Dissolution of the Corporation. Upon dissolution of the Corporation, title to or other interest in any real or personal property then owned by the Corporation shall vest in the City except and unless as authorized by the City Council.

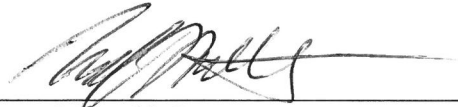
Section 5.8: Staff and organizational management. Staffing of the Corporation shall be provided by the City of Hutto and the City Manager and Chairperson shall work together to ensure that the Executive Director of the Corporation and/or subsequent City departmental staff

fully implement the policies of the Board of Directors. The Corporation shall utilize the staff and employees of the City for the provision of all support services required by the Corporation. The Corporation shall pay compensation to the City for such services. The performance of City staff of services for the Corporation shall not materially interfere with the other duties of such staff, provided that in the performance of services for the Corporation, such staff shall answer to the Corporation, under direction of the City Manager.

Section 5.9: Indemnification. The Corporation shall indemnify any current or former director, officer, or employee of the Corporation, or any person who may have served at the Corporation's request as a director, officer, or employee of another corporation or entity in which it owns shares of stock or other ownership interest or of which it is a creditor, against expenses actually and necessarily incurred by such person and any amount paid in satisfaction of judgements in connection with any action, suit, or proceeding, whether civil, criminal, arbitratative, or investigative in nature, in which such person was, in, or is threatened to be made a named defendant or respondent by reason of being or having been such a director, officer, or employee (whether or not the person is or was such at the time such costs or expenses are incurred by or imposed upon such person) as is required by Section 8.051 of the Texas Business Organizations Code ("TBOC"). The Corporation may indemnify any such person against and for any such expenses or costs and may advance expenses to any such person as is permitted by and according to the terms of Section 8.101 of the TBOC.

Section 5.10: Insurance. The Corporation may at the discretion of the Board of Directors purchase and maintain insurance on behalf of the Corporation and any person whom it has the power to indemnify pursuant to law, the Certificate of Formation, these Bylaws or otherwise, including without limitation directors and officers liability insurance.

The Amended and Restated Bylaws of the Hutto Economic Development Corporation, Type B were adopted at a duly called meeting of the Board of Directors of the Corporation held on September 18, 2017. The Amended and Restated Bylaws of the Hutto Economic Development Corporation, Type B shall become effective upon the date of their approval by resolution of the City Council of the City of Hutto, Texas.

By: 

Russ Metcalf, Secretary
Hutto Economic Development Corporation, Type B

Adopted and approved this January 18, 2018.
THE CITY OF HUTTO, TEXAS

By: _____
Doug Gaul, Mayor

BYLAWS OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION

Effective July 20, 2017

Article I: Powers and Purposes

Section 1.1: Corporate Identity: Offices. The name of the corporation is The Hutto Economic Development Corporation (the "Corporation"). The principal office of the Corporation shall be at 321 Ed Schmidt Blvd., Ste. #200, P.O. Box 1016, Hutto, TX 78634. The Corporation may relocate such principal office and have such other offices as the Board of Directors shall determine.

Section 1.2: Powers. Purposes and Authority. In order to implement the purposes for which the Corporation was formed, as set forth in its Articles of Incorporation, the Corporation shall have all the authority and powers of every nature and kind whatsoever, both expressed and implied, which are authorized or permitted by the terms of the Development Corporation Act of 1979, Chapter 501 of the Local Government Code, as amended (the "Act"). The Corporation shall have and may exercise each power and authority enumerated in the Act as if such power and authority were specifically set forth herein; provided that the Corporation shall be governed by Chapter 505 of the Local Government Code and any other term or provision of the Act, Chapter 505 of the Local Government Code shall govern and prevail. The Corporation shall have the power and authority to undertake any lawful action not inconsistent with the Act and it shall promote economic development benefiting the City of Hutto, Texas (the "City"), including without limitation promoting industrial, manufacturing, commercial, retail, parks and residential development to encourage employment and the public welfare, both within the City limits and areas outside of the City limits which contribute to the economic welfare of the City. The powers of the Corporation shall include the authority to contract and be contracted with and, absent a conflict with Chapter 505 of the Local Government Code, the power to purchase, lease, sell and mortgage real estate, and to issue obligations for or otherwise finance all or part of the cost of one or more Projects as defined in the Act.

Section 1.3: Annual Corporate Budget. At least sixty (60) days prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of anticipated revenues and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications as shall be in such form as may be prescribed from time to time by the City Manager and/or Council. The budget shall not be effective until same has been approved by the City Council. The Corporation's fiscal year shall start on October 1 and end on September 30th of the following year and may be changed by action of the Board and approval of the City Council.

Section 1.4: Books and Records: Review of Financial Statements. The Corporation shall keep correct and complete books and records of all accounts and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors. All books and records of the Corporation may be inspected by any director or his or her agent or attorney at a reasonable time: and at all times the City Manager and/or City Council of the City (the "City of Hutto") will have access to the books, records and financial statements of the Corporation. At the direction of the City Manager and/or Council, the books, records, accounts

and financial statements may be maintained for the Corporation by the staff of the City. In such event, the Corporation shall pay to the City reasonable compensation for such services.

Section 1.5: Powers in General. The Corporation may exercise all powers granted under the Act consistent with its Certificate of Formation, these Bylaws and the Resolutions, Orders and Ordinances of the City Council.

Article II: Board of Directors

Section 2.1: Appointment, Powers, Number and Term of Office. The Board of Directors shall exercise all of the powers of the Corporation, subject to the restrictions imposed by law, the Certificate of Formation and these Bylaws.

The business and affairs of the Corporation and all corporate powers shall be exercised by or under authority of the Board of Directors (the "Board"), appointed by the Hutto City Council and subject to the applicable limitations imposed by the Act, other applicable legislation and these Bylaws. The Board may, by contract, resolution or otherwise, give general or limited or special powers and authority to the Officers of the Corporation.

The Board may plan and direct its work through the Chairman who will be charged with the responsibility of carrying out the Corporation's programs as adopted and planned by the Board.

The Board shall consist of seven (7) persons who shall each be appointed by the City Council. No more than four (4) of the seven (7) directors may be City employees or City Council members. The term of each directorship will be for two (2) years. All directors must either (1) be residents of the City, (2) be residents of Williamson County, Texas or (3) reside both (a) within 10 miles of the City's boundaries and (b) in a county bordering Williamson County, Texas. Those filling vacancies shall serve out the term of those seats.

Any Director, or all Directors, may be removed from office at any time by majority vote of the City Council, for cause or at will. Any vacancy occurring on the Board shall be filled by appointment by majority vote of the City Council.

Section 2.2: Meetings of Directors in General. The Board shall meet at least once each month and any member of the Board may request that an item be placed on the agenda by providing same in writing, to the Secretary no later than 10 days prior to the date of the Board meeting. The Board may hold its meetings at any place authorized by the Act and as the Board may from time to time determine; provided that. In the absence of any such determination by the Board, the meeting shall be held at the principal office of the Corporation or at the City Council Chambers of the City. The Board shall conduct its meetings in accordance with the requirements of the Act and Chapter 505 of the Local Government Code as amended.

Section 2.3: Regular Meetings. Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by resolution of the Board. Notice of regular meetings need not be given to each of the Directors, but public notice of each meeting shall be given in the manner prescribed by law.

Section 2.4: Special Meetings. Special meetings of the Board shall be held whenever called by the Chairperson, by the Secretary or by a majority of the Directors then in office, or upon advice of or by request of the City Council.

The Secretary or his/her designee shall give or cause public notice to be given of each special meeting. Special notice of each special meeting shall also be given to each Director either by mail, telephone, electronically or in person at least two (2) hours before the meeting. Notice required by law to be given to any other person or entity shall be given in the manner prescribed by law. Except as otherwise provided by law or unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting. At any meeting at which every Director is present, even though without any notice, any matter pertaining to the purposes of the Corporation may be considered and acted upon, except as otherwise provided by law.

Section 2.5: Quorum. A majority of the Directors fixed by these Bylaws shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law. Any member of the Board may request a record vote on any matter to come before the Directors and that record vote will become a part of the minutes.

Section 2.6: Conduct of Business. At the meetings of the Board, matters pertaining to the purposes of the Corporation shall be considered in such order from time to time as the Board may determine.

Section 2.7: Compensation of Directors. Compensation of Directors. Directors shall not receive any compensation for their services as Directors except that they shall be reimbursed for their actual expenses incurred in the performance of their official duties.

Section 2.8: Board Committees. The Board may designate two (2) or more directors to constitute an official committee of the Board to exercise such authority as is delegated and approved by resolution of the Board. It is provided, however, that all final, official actions of the Corporation may be exercised only by the full Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

Section 2.9: Advisory Board. The Board may appoint an advisory board or boards to assist the Board and perform such other duties as the Board may from time to time assign to the advisory board. An advisory board shall be made up of no more than seven (7) individuals. At the time the Board creates an advisory board, the Board shall adopt rules and regulations regarding membership of the advisory board. The advisory boards may make recommendations to the Board, but all final, official actions of the Corporation shall be exercised only by the Board. The Board shall create a small business, convention and tourism advisory board which may include board members of the Hutto Chamber of Commerce, in addition to such other advisory boards desired by the Board.

Section 2.10: Texas Open Meetings Act and Open Records Act. Meetings of the Board, Board committees, and the advisory board are subject to the Texas Open Meetings Act, Texas Government Code Chapter 551, and the Corporation is subject to the Texas Open Records Act, Texas Government Code Chapter 552.

Article III: Officers

Section 3.1: Titles and Terms of Office. The Officers of the Corporation shall be a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer, and such person may hold more than one office, except the Chairperson shall not hold the office of Secretary. The Chairperson and each other Officer of the Corporation shall be appointed by a majority vote of the Directors then in office and shall hold office for a term of two (2) years or until his or her successor is elected or appointed.

All Officers shall be subject to removal from office with or without cause at any time by a majority vote of the Directors then in office.

A vacancy in any office shall be filled by appointment by a majority vote of the Directors then in office.

Section 3.2: Chairperson The Chairperson shall be the Chief Executive Officer of the Corporation, and, subject to the control of the Board of Directors, the Chairperson shall be in general charge of the properties and affairs of the Corporation. The Chairperson shall preside at all meetings of the Board of Directors in furtherance of the purposes of this Corporation; the Chairperson may sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, notes and other instruments in the name of the Corporation.

The Chairperson shall have the authority to appoint standing committees to aid and assist the Board in its business undertakings or matters incidental to the operation and functions of the Board. The Chairperson shall have the authority to appoint ad-hoc committees which may address issues of a temporary nature of concern or which have a temporary effect on the business of the Board.

Section 3.3: Vice Chairperson. The Vice Chairperson shall have such powers and duties as may be assigned by the Board of Directors and shall exercise the powers of the Chairperson during the Chairperson's absence or inability to act. Any action taken by the Vice Chairperson in the performance of the duties of the Chairperson shall be with conclusive evidence of the absence or inability of the Chairperson to act at the time such action was taken.

Section 3.4: Treasurer. The Treasurer shall have custody of all the funds and securities of the Corporation that come in to his or her hands. When necessary, or proper, the Treasurer may sign or endorse, on behalf of the Corporation for collection or payment checks, notes and other obligations and shall deposit any funds received to the credit of the Corporation in such bank or banks or depositories as shall be designated by the Board of Directors. Whenever required by the Board of Directors, the Treasurer shall enter or cause to be entered regularly in the books of the Corporation to be kept by the Treasurer for that purpose full and accurate amounts of all monies received and paid out on account of the Corporation. The Treasurer shall perform all acts incident to the position of the Treasurer subject to the control of the Board of Directors. The Treasurer, if

required by the Board of Directors, shall give such bond for the faithful discharge of his/her duties in such form as the Board of Directors may require.

Section 3.5: Secretary. The Secretary shall keep or shall cause to be kept the minutes of all meetings of the Board of Directors, its committees and those of Executive Sessions in books provided for that purpose. The Secretary shall attend to giving and serving notices in furtherance of the corporate purposes. The Secretary may attest or sign with the Chairperson in the Corporation's name, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation. The Secretary shall have charge of the corporate books, records, and all records of the securities of which the Treasurer shall have custody, and such other books and papers as the Board of Directors may direct, all of which shall during business hours be open to inspection at the office of the Corporation; and the Secretary shall in general perform all duties incident to the office of Secretary subject to the control of the Board of Directors.

In the absence of the Secretary, the Chairperson may appoint any other Board of Director to act as Secretary during such absence.

Section 3.6: Compensation. Officers of the Board shall not receive any compensation for their services as Officers except that they may be reimbursed for their actual expenses incurred in the performance of their official duties.

Article IV: Provisions Regarding Bylaws

Section 4.1: Effective Date. These Bylaws shall become effective only upon the occurrence of the following events:

- (1) the adoption of these Bylaws by the Board of Directors; and
- (2) the approval of these Bylaws by the City Council.

Section 4.2: Amendments to Bylaws. These Bylaws may be amended at any time and from time to time by majority vote of the Directors then in office, but only with approval of the City Council.

Section 4.3: Interpretation of Bylaws. These Bylaws shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to a person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

Article V: General Provisions

Section 5.1: Principal Office. The current principal office of the Corporation is at shall be at 321 Ed Schmidt Blvd., Ste. #200, P.O. Box 1016, Hutto, TX 78634. The Corporation may relocate such principal office and have such other offices as the Board shall determine.

Section 5.2: Seal. The seal of the Corporation shall be as determined by the Board of Directors. The Board may determine the Corporation will have no seal.

Section 5.3: Notice and Waiver of Notice. Whenever any notice whatsoever is required to be given to the Board of Directors under the Act, the Certificate of Formation or these Bylaws, such notices shall be deemed to be sufficient if given by depositing it for mailing in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed given on the day of such mailing.

Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the sole purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A written waiver of notice, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Neither the business to be transacted nor the purpose of any regular or special meeting of the Board of Directors need be set forth in any notice to a Director of such meeting unless required by the Board of Directors.

Any notice whatsoever that may be required to be given to the public by law, shall be given in the manner prescribed by law.

Section 5.4: Resignations. Any Director or Officer may resign at any time. Any such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the Chairperson or the Secretary. Absent a written notice of the resignation, the City Council of the City shall cause a notice of the resignation to be provided. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Notwithstanding the effective date, a resigning Director shall serve until such time as her or her successor takes office.

Section 5.5: Approval of the City Council. To the extent these Bylaws refer to any approval or action to be taken by the City, such shall be evidenced by a certified copy of a Resolution, Ordinance, Order or Motion duly adopted by the City Council.

Section 5.6: Organizational Control. The City Council may, at its sole discretion and at any time, alter or change the structure, organization or activities of the Corporation (including the termination of the Corporation), subject to the Act and any limitation on the impairment of contracts. The Corporation shall comply with all financial and administrative ordinances and policies of the City.

Section 5.7: Dissolution of the Corporation. Upon dissolution of the Corporation, title to or other interest in any real or personal property then owned by the Corporation shall vest in the City except and unless as authorized by the City Council.

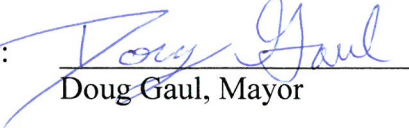
Section 5.8: Staff and organizational management. Staffing of the Corporation shall be provided by the City of Hutto and the City Manager and Chairperson shall work together to ensure that the Executive Director of the Corporation and/or subsequent City departmental staff

fully implement the policies of the Board of Directors. The Corporation shall utilize the staff and employees of the City for the provision of all support services required by the Corporation. The Corporation shall pay compensation to the City for such services. The performance of City staff of services for the Corporation shall not materially interfere with the other duties of such staff, provided that in the performance of services for the Corporation, such staff shall answer to the Corporation, under direction of the City Manager.

Adopted and approved this July 20, 2017.

THE CITY OF HUTTO, TEXAS

By:


Doug Gaul, Mayor

**AMENDMENT TO THE BYLAWS OF
HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE B**

Pursuant to Section 4.2 of the Bylaws of Hutto Economic Development Corporation, Type B (the “Corporation”), the following amendments are made to the Bylaws of the Corporation:

1. Name. The name of the Corporation is “Hutto Economic Development Corporation, Type B.” All references in the Bylaws to “The Hutto Economic Development Corporation” shall be deemed to refer to the Corporation.

2. Additional Provisions. Article V, “General Provisions,” hereby is amended by adding the new Sections 5.9 and 5.10 to read as follows:

Section 5.9: Indemnification. The Corporation shall indemnify any current or former director, officer, or employee of the Corporation, or any person who may have served at the Corporation’s request as a director, officer, or employee of another corporation or entity in which it owns shares of stock or other ownership interest or of which it is a creditor, against expenses actually and necessarily incurred by such person and any amount paid in satisfaction of judgments in connection with any action, suit, or proceeding, whether civil, criminal, arbitative, or investigative in nature, in which such person was, is, or is threatened to be made a named defendant or respondent by reason of being or having been such a director, officer, or employee (whether or not the person is or was such at the time such costs or expenses are incurred by or imposed upon such person) as is required by Section 8.051 of the Texas Business Organizations Code (“TBOC”). The Corporation may indemnify any such person against and for any such expenses or costs and may advance expenses to any such person as is permitted by and according to the terms of Section 8.101 of the TBOC.

Section 5.10: Insurance. The Corporation may at the discretion of the Board of Directors purchase and maintain insurance on behalf of the Corporation and any person whom it has the power to indemnify pursuant to law, the Certificate of Formation, these Bylaws or otherwise, including without limitation directors and officers liability insurance.

These amendments were adopted at a duly called meeting of the Board of Directors of the Corporation held on September 18, 2017. These amendments shall become effective upon the date of their approval by resolution of the City Council of the City of Hutto, Texas.

Minutes



Special Meeting of the Board of Directors
Hutto Economic Development Corporation – Type B
City Hall - Council Chambers
401 West Front Street, Hutto, Texas
Tuesday, September 19, 2017 at 6:30 p.m.

Chairman William Gravell
Vice-Chairman Bryon Borchers
Treasurer Nelson Nagle
Secretary Russell Metcalf

Board Member Daniel Thornton
Board Member Jason Wirth
Board Member Roger Harris

I. CALL MEETING TO ORDER – 8:28 p.m.

II. ROLL CALL

Members of the Type B Hutto Economic Development Corporation Board of Directors that were present were Nelson Nagle, Treasurer, Russell Metcalf, Secretary, Daniel Thornton, Board Member, Jason Wirth, Board Member, and Roger Harris, Board Member. William Gravell, Jr., Chair, Bryon Borchers, Vice Chair, were absent.

Due to the Chair and Vice Chair being absent, the remaining board members are required, per the bylaws, to select a chair for the meeting.

Board member Wirth moved to appoint Dan Thornton as Chair for the meeting. Board member Harris seconded the motion.

Vote:

Ayes:
Board Member Metcalf
Board Member Nagle
Board Member Thornton
Board Member Harris
Board Member Wirth
Nays:
Abstain:
Absent:
Chair Gravell
Vice Chair Borchers

Action: Motion carried 5-0

III. PLEDGE OF ALLEGIANCE

Chair Thornton led the Pledge of Allegiance.

IV. TEXAS PLEDGE OF ALLEGIANCE

Chair Thornton led the Pledge of Allegiance.

V. PUBLIC COMMENT

The Board of Directors of Hutto EDC welcomes Public comment early in the agenda of regular meetings. Those wishing to speak must sign in before the meeting begins. Speakers will have one opportunity to speak during the time period and may speak on any matter not listed on the agenda. Speakers desiring to speak on an agenda item will be allowed to speak when the agenda item is called. Speakers must observe a three-minute time limit. Any discussion of a subject not listed on the agenda **must be limited** to a proposal to place the subject on the agenda for future Board consideration. TEX. GOV'T CODE § 551.042.

There were no comments from the public.

VI. AGENDA ITEMS

- a) Consideration and possible action concerning the minutes for the August 1, 2017 and August 7, 2017 Type B Hutto Economic Development Corporation Board of Directors meetings and the August 14, 2017 Joint City Council and Type A and Type B Hutto Economic Development Corporation Board of Directors meeting.

Board member Metcalf moved to approve the minutes for the August 1, 2017 and August 7, 2017 Type B Hutto Economic Development Corporation Board of Directors meetings and the August 14, 2017 Joint City Council and Type A and Type B Hutto Economic Development Corporation Board of Directors meeting. Board member Harris seconded the motion.

Vote:

Ayes:

Board Member Metcalf

Board Member Nagle

Board Member Thornton

Board Member Harris

Board Member Wirth

Nays:

Abstain:

Absent:

Chair Gravell

Vice Chair Borchers

Action: Motion carried 5-0

- b) Presentation and discussion concerning the Pipeline Report.

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

Board member Wirth moved that the Board go into executive session for item VIb pursuant to Texas Government Code, **Section 551.087, Economic Development** to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand near the territory of the governmental body and with which the governmental body is conducting economic development negotiations, or to deliberate the offer of a financial or other incentive to a business prospect – Pipeline Report; **Section 551.071, Consultation with Attorney** for the purpose of seeking consultation with legal counsel; and **Section 551.072, Deliberation concerning Real Property** for the purpose of discussing the

purchase, exchange, lease or value of real property. Board member Nagle seconded the motion.

Vote:

Ayes:

Board Member Metcalf

Board Member Nagle

Board Member Thornton

Board Member Harris

Board Member Wirth

Nays:

Abstain:

Absent:

Chair Gravell

Vice Chair Borchers

Action: Motion carried 5-0

The Board recessed into executive session at 8:36 p.m. and reconvened into regular session at 9:14 p.m.

Board member Metcalf left at 9:14 p.m.

- b) Consideration and possible action concerning the Type B Economic Development Corporation Bylaws.

Sarah Griffin, Legal Counsel for Type B EDC, provided a brief overview of the recommended changes which included the addition of the indemnification clause outlined in the Articles of Incorporation, the option to contract with the City for employee benefits, and a typo in Section 2.02.

Discussion ensued concerning the corporation and the bylaws adoption process.

Board member Harris moved to adopt the bylaws that the City has approved and furnished to the Type B EDC. Board member Nagle seconded the motion.

Upon suggestion of the City Attorney, Board member Harris amended his motion to adopt the bylaws with the addition of the indemnification and insurance option language. Board member Nagle seconded the amendment.

Vote:

Ayes:

Board Member Nagle

Board Member Thornton

Board Member Harris

Board Member Wirth

Nays:

Abstain:

Absent:

Chair Gravell

Vice Chair Borchers

Board Member Metcalf

Action: Motion carried 4-0

- c) Discussion and clarification concerning the restrictions on board membership that is outlined in Section 505.052, Texas Local Government Code, concerning Type B Economic Development Corporations.

Sarah Griffin, Type B EDC Legal Counsel, provided a legal opinion concerning how population is determined under Texas Local Government Code, Chapter 505, Section 505.052. It was the opinion that the population is determined by the most recent federal decennial census, as outlined in the Code Construction Act.

It was the Board's desire to share this legal opinion with the City Council and legal counsel requested the board waive attorney-client privilege for this document.

Board member Wirth moved to waive attorney-client privilege for this memo and to distribute it to the City Council. Board member Harris seconded the motion.

Vote:

Ayes:

Board Member Nagle

Board Member Thornton

Board Member Harris

Board Member Wirth

Nays:

Abstain:

Absent:

Chair Gravell

Vice Chair Borchers

Board Member Metcalf

Action: Motion carried 4-0

- d) Discussion concerning the Hutto Economic Development Corporation Board of Directors involvement in the upcoming City of Hutto Sales Tax Election.

There was no discussion on this item.

- e) Discussion of Legal Services funding for Type B EDC and direction to EDC Attorney regarding same.

Board member Harris moved to move back to the provisional services agreement and utilize the City Attorney for Type B EDC Legal Counsel. Motion died for lack of a second.

Board member Harris moved to utilize the City Attorney as legal representation for the Type B EDC until the election has been held, per the current provisional services agreement. Board member Wirth seconded the motion.

Vote:

Ayes:

Board Member Nagle

Board Member Thornton
Board Member Harris
Board Member Wirth
Nays:
Abstain:
Absent:
Chair Gravell
Vice Chair Borchers
Board Member Metcalf

Action: Motion carried 4-0

- f) Presentation and discussion concerning the structure of a potential merger between the Type B EDC and the Hutto Chamber of Commerce.

Board member Harris and Tanya Clawson, a representative of the Hutto Chamber of Commerce, made a presentation on what a possible merger could like once the Type B EDC is in place. This presentation included the three focus areas of the new organization that include recruitment, retention and expansion, and tourism and convention, a potential board structure, the ultimate goals of organization, and a timeline for presenting to the stakeholders.

VII. EXECUTIVE SESSION

- a) Executive Session pursuant to the Texas Government Code, **Section 551.087, Economic Development** to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand near the territory of the governmental body and with which the governmental body is conducting economic development negotiations, or to deliberate the offer of a financial or other incentive to a business prospect – Project Butterfly, including City Manager and City Attorney; and **Section 551.071, Consultation with Attorney** for the purpose of seeking consultation with legal counsel.
- b) Executive Session pursuant to the Texas Government Code, **Section 551.087, Economic Development** to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand near the territory of the governmental body and with which the governmental body is conducting economic development negotiations, or to deliberate the offer of a financial or other incentive to a business prospect – Project New World, including City Manager and City Attorney; and **Section 551.071, Consultation with Attorney** for the purpose of seeking consultation with legal counsel.

The Board did not go into executive session for items VIIa or VIIb.

VIII. FINAL ACTION ON EXECUTIVE SESSION ITEMS

- a. Consideration and possible action concerning Project Butterfly.

There was no action on item VIIIa.

IX. ADJOURNMENT

Board Member Wirth moved to adjourn the Type B EDC Board meeting. Board Member Nagle seconded motion.

Vote:

Ayes:

Board Member Nagle

Board Member Thornton

Board Member Harris

Board Member Wirth

Nays:

Abstain:

Absent:

Chair Gravell

Vice Chair Borchers

Board Member Metcalf

Action: Motion carried 4-0

Meeting adjourned at 9:44 p.m.

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 9A. **AGENDA DATE:** January 18, 2018

PRESENTED BY: Helen Ramirez, AICP

ITEM:

Consideration and possible action on a resolution authorizing the City Manager to engage an engineering firm with CobbFendley and Associates for the design and coordination of the US 79 upgrades associated with the Co-Op Development project. (Helen Ramirez)

STRATEGIC GUIDE POLICY: Infrastructure & Growth

ITEM BACKGROUND:

The City of Hutto has entered into an agreement with a developer, MA Partners to develop the Co-Op site into a mixed use site. The site is to be anchored by the new City Hall. The project includes the construction of new infrastructure including the construction of new roadways. As a result of these new roadways and the anticipated traffic that will be generated by the site upgrades to US 79 are required.

Conversation with TxDOT have indicated that these upgrades must be completed under the purview of the City. As a result the city will need to engage an engineering firm that can complete the design of the upgrades as well as completing the coordination effort between the city and TxDOT.

BUDGETARY AND FINANCIAL SUMMARY:

Not to exceed \$ 195,543.00 plus \$671.00 in direct expenses for a total of \$196,214.00

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

City Attorney has reviewed to form.

STAFF RECOMMENDATION:

Staff recommends the award of the contract.

SUPPORTING MATERIAL:

1. [PSA between the City of Hutto and CobbFendley](#)
2. [Resolution - CobbFendley for US79 upgrades](#)

CITY OF HUTTO
STANDARD PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered by and between the City of Hutto, Texas ("City") a Texas municipality, and CobbFendley and Associates Inc. ("Professional").

Section 1) Duration

This Agreement shall become effective upon the date of the last signature and shall remain in effect until satisfactory completion of the Scope of Services unless terminated as provided for in this Agreement.

Section 2) Scope of Work

- A) Professional shall perform the Services as more particularly described in the Scope of Work in Attachment "A", which is attached and incorporated by reference and made a part of this Agreement. The work as described in the Scope of Services is basic services and constitutes the "Project". Unless otherwise provided in the Scope of Services, the anticipated submittal of all Project deliverables is immediately upon completion of the Project, as described in Attachment B. Schedule.
- B) The Quality of Services provided under this Agreement shall be of the level of professional care, quality and skill normally exercised by Professionals regularly performing this type of service.
- C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D) The Professional may rely upon the accuracy of reports and surveys provide to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.
- E) Professional will advise City as to the necessity of City's providing or obtaining from others special data or special services required in connection with the Project (provided the data and services are not to be provided hereunder).
- F) Attachment D describes owner's responsibilities.

Section 3) Compensation

- A) The Professional shall be paid in the manner set forth in Attachment "A" and is Not to Exceed \$195,543.00 plus \$671.00 in direct expenses for a total of \$196,214.00 as provided in Attachment C. However, nothing contained in this Agreement shall require City to pay for any work that is unsatisfactory as determined by City in its employee's reasonable judgment or which is not submitted in compliance with the terms of this Agreement. City will not be required to make any payments to Professional when Professional is in default under this Agreement, nor shall this paragraph constitute a waiver of any right, at law or in equity, which City may have if

Professional is in default, including the right to bring legal action for damages or for specific performance of this Agreement. Waiver of any default under this Agreement by City shall not be deemed a waiver of any subsequent default.

- B) **Billing Period:** The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Professional's invoice in proper form and content. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- C) **Reimbursable Expenses:** Any and all reimbursable expenses related to the Project shall be included in the Scope of Work (Attachment "A") and accounted for in the total contract amount as provided for in Attachment C. If these items are not specifically accounted for in Attachment "A" they shall be considered a part of the total Agreement amount.

Section 4) Changes to the Project Work; Additional Work

- A) **Changes to Work:** Professional shall make such revisions to the Scope of Work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed Scope of Work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under the following paragraph.
- B) **Additional Work:** The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.
- C) **Budget Limitations:** It is expressly understood and agreed by Professional that additional compensation may require Hutto City Council approval and is subject to the current budget year limitation.

Section 5) Time of Completion

The prompt completion of the services under the Scope of Work is critical to the City. City has reviewed the Scope of Work and determined that the Scope of Work provides sufficient time for the Professional to perform the Scope of Work. Unnecessary delays in providing the Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the

City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days, work days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work as described in Attachment B Schedule.

Section 6) Insurance

- A) Before commencing work under this Agreement, Professional shall obtain and furnish to the City evidence of the following insurance to be maintained during the term of this Agreement and thereafter as required herein:
- 1) Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.
 - 2) Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this Agreement.
 - 3) General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.
 - 4) Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this Agreement by the Professional or its employees.
- B) Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.
- C) Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Section 7) Miscellaneous Provisions

- A) Subletting: The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.
- B) Ownership of Documents: Upon completion or termination of this Agreement, all final documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All final drawings, charts, calculations, plans, specifications, and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPATATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at the Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.
- C) Professional's Seal: To the extent that the Professional has a professional seal it shall be placed on final documents furnished by the Professional to the City. All work and services provided under this Agreement will be performed to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the work using the documents prepared by the Professional under the Scope of Work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for information purposes only and are not guarantees.
- D) Compliance with Laws: The Professional shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the to the extent that Professional has actual knowledge, as evidenced by written and timely correspondence from City to Professional, those orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations effective at the time of this Agreement. When required, the Professional shall furnish the City with satisfactory proof of compliance.
- E) Independent Contractor: Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an

employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

- F) Non-Collusion: Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.
- G) Force Majeure: If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornadoes] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
- H) In the case of any conflicts between the terms of this Agreement and the wording contained within the Scope of Work, this Agreement shall govern. The Scope of Work is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8) Termination

- A) This Agreement may be terminated:
 - 1) By the mutual agreement and consent of both Professional and City;
 - 2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
 - 3) By the City, immediately upon notice in writing to the Professional, as consequences of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner; or

- 4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.
- B) If the City terminated this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing the work to date of termination, the value of the work that is nonetheless useable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Professional, the Professional shall be compensated for all basic and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9) Indemnification

Professional agrees to indemnify and hold the City of Hutto, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services goods performed or provided by Professional – expressly including those arising through strict liability or under the constitutions of the United States or Texas – BUT ONLY TO THE EXTENT ALLOWABLE by sec. 271.904(a) OF THE TEXAS LOCAL GOVERNMENT CODE AS APPLICABLE.

Section 10) Notices

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

If intended for City, all notices shall be addressed as follows:

City of Hutto
401 West Front Street
Hutto, Texas 78634

If intended for Professional, all notices shall be addressed as follows:

Section 11) No Assignment

Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12) Severability

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provision of this Agreement shall not be affected thereby.

Section 13) Waiver

Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14) Governing Law; Venue

This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Williamson County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Williamson County, Texas.

Section 15) Paragraph Headings; Construction

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16) Binding Effect

Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17) Gender

Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18) Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19) Attachments

All Attachments to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20) Entire Agreement

It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the term of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21) Relationship of Parties

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22) Right to Audit

City shall have the right to examine and audit the books and records of Professional at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of the Agreement.

Section 23) Dispute Resolution

The parties agree that, prior to instituting any litigation or other proceeding arising from a dispute under this Agreement, the parties will first attempt to resolve the dispute by taking the following steps:

- 1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute.

- 2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute.
- 3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 24) Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire

Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Section 25) Prohibition on Boycotting Israel. Pursuant to Section 2270.002, Texas Government Code, CITY may not enter into a contract for goods or services unless the contract contains a written verification that the contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. By executing the House Bill 89 Verification Form, Attachment E, attached hereto and incorporated herein for all purposes, CONTRACTOR verifies that CONTRACTOR does not boycott Israel or will not boycott Israel during the term of this Agreement.

Section 26) Engaging in Business with Sudan, Iran or Foreign Terrorist Organizations Prohibited. Pursuant to Section 2252.152, Texas Government Code, Contractor warrants, represents, and agrees that Contractor is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

EXECUTED on this the _____ day of _____, _____.

CITY:

PROFESSIONAL

By: _____

Name: _____

Title: _____

By: _____

Name: Odis Jones

Title: City Manager

ATTACHMENT A

SCOPE OF SERVICES

COBBFENDLEY AND ASSOCIATES INC. shall provide final design, environmental clearance, TxDOT coordination, construction oversight, and other professional services for the implementation of median improvements on US 79 from approximately 750-feet west of Short Street to Main Street for total project length of approximately 1,400-feet.

A. Basic Services

Task 1 – Project Management

1.1 Monthly Progress Reports and Invoices

COBBFENDLEY AND ASSOCIATES INC. shall prepare Monthly Progress Reports and invoices throughout the duration of the project. These reports will include:

- Tasks completed during the reporting period
- Tasks planned for the upcoming periods
- Problems encountered and the actions to remedy them
- Overall Project status and development progress, including a tabulation of Tasks, percentage complete and supporting documentation.

Deliverables:

- Monthly Progress Report (up to 12)
- Monthly Invoices (Up to 12)

1.2 Coordination/Administration

For the work to be performed, COBBFENDLEY AND ASSOCIATES INC. will oversee preparation of documents and manage project activities:

- Project Kickoff Meeting: Upon contract execution and Notice to Proceed, COBBFENDLEY AND ASSOCIATES INC. shall hold a kickoff meeting with the Owner, associated private developer, and TxDOT to agree upon project procedures, design standards, requirements, and other design items to set forth detailed expectations for the project.
- Progress Meetings: COBBFENDLEY AND ASSOCIATES INC. will hold regular progress meetings with the Owner to track progress and discuss project issues and decisions.
- File Management: COBBFENDLEY AND ASSOCIATES INC. shall maintain appropriate project records for the design to be delivered to the Owner upon project completion.

Deliverables:

- Kickoff meeting agenda and meeting minutes (draft and final)
- Progress meeting agenda and minutes (draft and final for up to 4 coordination meetings)
- Project files (one electronic copy of project files upon project completion)

1.3 Agency Coordination

- Prepare and submit a CSJ request to the TxDOT Area Office on behalf of the City of Hutto.
- Meet with TxDOT representatives to review the proposed improvements within TxDOT right-of-way and the proposed design criteria. Prepare a TxDOT Design Summary Report to document agreed upon criteria.
- Prepare documentation for developing an Advanced Funding Agreement (AFA) between the City and TxDOT, including project schedule, project location map, and cost estimate. Coordinate with City of Hutto regarding resolution approving execution of AFA, for attachment to the document.
- Coordinate with TxDOT Area Office and District Office staff regarding AFA. Monitor status of

AFA and provide ongoing coordination to facilitate and expedite TxDOT production of AFA.

- Review draft AFA provided by TxDOT, provide comments as needed, and recommend to City for placement on City Council agenda.
- Submit preliminary plans to TxDOT for Area Office review. Document and address TxDOT comments.
- Submit 90% plans, construction contract documents, and TxDOT stage gate checklist to TxDOT for Area Office and District review. Coordinate and attend one TxDOT District Plan Review meeting. Document and address TxDOT comments.
- Submit final plans, construction contract documents, TxDOT stage gate checklist, and LGPP local let checklist to TxDOT for approval.
- Submit the City's contract letting and award procedures to the State for review and approval prior to City's advertisement for construction bids.

Deliverables:

- Draft and final CSJ request
- Draft and final meeting minutes and agenda for DSR meeting
- Draft and final DSR
- Draft and Final AFA content
- Review of State Provided AFA
- Comment response form and tracking (60%, 90%, and 100%)
- Stage gate checklist
- LGPP local let checklist

1.4 Project Schedule

COBBFENDLEY AND ASSOCIATES INC. shall develop and maintain a project schedule for the duration of the project to focus on key milestones and critical path. It shall depict the order and interdependence of various tasks, subtasks, milestones and deliverables. Progress shall be reviewed during coordination meetings and should reviews indicate a substantial change in progress, the schedule shall be updated as necessary.

Deliverables:

- Project schedule (1 initial draft and final, up to 4 updates in PDF format)

Task 2 – Roadway Design

COBBFENDLEY AND ASSOCIATES INC. shall design the roadway in accordance with the TxDOT Roadway Design Manual and any applicable Owner standards. Plans will include:

2.1 Roadway Plan Sheets

- Title sheet
- Index of sheets
- Project Layouts
- Survey control
- Typical Sections
- Estimate and quantity (E&Q) Sheets
- Removal Plans
- Roadway Plan and Profiles
- Intersection detail sheets
- Driveway detail sheets

2.2 Traffic Control

- Narrative for each stage
- TCP Typical Sections
- Advanced warning sign plans
- TCP layouts (to be based on up to 3-phase sequence)

Task 3 – Drainage Design

The existing ditch drainage system shall be verified for capacity to handle any additional impervious cover related to the improvements associated with the project.

3.1 Storm Drainage Design

- Drainage Area Maps
- Hydraulic Calculation sheets including Runoff and conveyance calculations
- Drainage layouts and ditch profiles as required

3.2 Driveway/Cross culvert (up to one each)

- Drainage area map
- Size Culvert and compute hydraulics
- Culvert layout sheet

3.3 Storm Water Pollution Prevention Plans (SW3P)

- TxDOT SW3P Sheet
- Erosion Control Plans
- Environmental Permits, Issues and Commitments (EPIC) sheet

Task 4 – Signing Pavement Markings, and Signalization Plans

COBBFENDLEY AND ASSOCIATES INC. shall design these items in accordance with the TxMUTCD and TxDOT standard Highway Sign Designs for Texas. Plans will include:

4.1 Signing and Pavement Markings

- Signing and Pavement Marking Layout sheets
- Small Sign summary sheet using TxDOT format

4.2 Signalization Plans

- Permanent signal plan for installation of a signal at US 79 and Co-Op
- Traffic signal warrant study for new signal at US 79 and Co-Op

Task 5 – Miscellaneous PS&E

5.1 Quantities and summaries

- Quantities to be tabulated
- Summary sheets produced

5.2 Estimates and probable construction costs

- Prepared and submitted in Excel format using TxDOT Bid codes

5.3 General notes

- Using current version of the Austin District General Notes in Word format, COBBFENDLEY AND ASSOCIATES INC. will edit for inclusion in the TxDOT bid project specific items

5.4 Special specs (if required)

- Prepare special specs for any items required (up to 3 special specs)

5.5 TxDOT Standards

- Select appropriate standards, download, and edit title blocks for inclusion in the plans

5.6 Construction time determination

- Update construction time determination for each submittal

5.7 Roadway Cross sections

- Prepare working cross sections, cross section sheets and output using InRoads or Geopak at 50-foot intervals

5.8 Project Construction Manual

- Prepare bid form
- Technical specifications
- Special Provisions

5.9 Bid Phase Services

- Prebid Meeting
- Bid clarifications
- Bid opening
- Bid evaluation and award recommendation

Deliverables:

- 60%, 90% and 100% PS&E submittals (four (4) hard copies)
- TxDOT Plan submittal checklist
- Responses to comments from previous submittal in same format comments were received

- Design digital files (Microstation, InRoads, Geopak, etc.)
- TxDOT forms 1002 and 2443

Task 6 – Construction Phase Services

- 6.1 Coordinate the selection of a TxDOT Qualified testing firm for QC testing on behalf of the City
- 6.2 Attend pre-construction conference.
- 6.3 Receive and process/approve construction submittals (12 assumed).
- 6.4 Perform daily construction observation and documentation, and provide one on-site inspector to oversee construction of the project (anticipated one-month construction duration). Prepare and issue traffic control notifications to TxDOT and other affected entities, as needed. Perform and document traffic control and SW3P inspections. Receive and review QC test results for compliance with the specifications. Maintain construction records, including project diary, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records will comply with TxDOT Local Government Project Procedures requirements
- 6.5 Participate in final project walk through with City and TxDOT staff. Prepare a punchlist on behalf of the City. Compile punchlist on behalf of City and TxDOT. Upon completion of the Project, issue and sign a "Notification of Completion" to TxDOT on behalf of City acknowledging the Project's construction completion, including certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- 6.6 Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to City and TxDOT in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

Deliverables:

- Draft and final agenda and minutes for pre-construction conference
- Construction records for daily construction observation
- Project Punchlist
- Notification of Completion
- Electronic record of all construction documents

Task 7 – Environmental

- 7.1 Checklist Categorical Exclusion (CE) Clearance Document
 - COBBFENDLEY AND ASSOCIATES INC. shall perform a checklist CE Document for the improvements and coordinate with TxDOT Austin District for approval.

Deliverables:

- Checklist CE documentation for Environmental Clearance

B. Additional Services

1. Design Survey
2. Geotechnical Investigation
3. Utility investigation and Subsurface Utility Engineering (SUE)
4. Changes in scope, design, function (etc.), beyond COBBFENDLEY AND ASSOCIATES INC.'s control
 - Differing site conditions
 - Owner's acceptance of substitute materials
5. Rebidding / renegotiating
6. Surveying for Contractor's work
7. Other Services not otherwise defined under Basic Services
 - Evaluating unreasonable or excessive Contractor claims
 - Schedule acceleration due to delays not caused by COBBFENDLEY AND ASSOCIATES INC.
8. Environmental Permitting

C. Information to be provided by the Owner

1. Design survey (Microstation and .dtm)
2. ROW information (Microstation)
3. Utility information
4. Existing design file information in electronic (CADD or Microstation Format)

ATTACHMENT B

SCHEDULE

All work associated with this contract shall be completed by December 31, 2018 unless otherwise agreed upon and supplemented hereto.

- NTP: January 19, 2018
- Kickoff Meeting: January 2018
- TxDOT AFA Documentation and CSJ Request Submitted: January 2018
- Submit Preliminary/60% Plans for City Review: April 2018
- Anticipated AFA Execution: June 1, 2018
- Submit 90% Plans for TxDOT Review: June 1, 2018
- Submit CE Checklist for TxDOT Review: June 1, 2018
- TxDOT District Plan Review: June 2018
- Submit Final Plans: July 2018
- Receive TxDOT LOA for Construction: August 2018
- Open Construction Bids: September 2018
- Construction NTP: October 2018
- Construction Completion: December 2018

ATTACHMENT C

COMPENSATION

Fee for the project shall be paid on an Hourly Rates Fee based upon the following fee estimate not to exceed

\$195,543 plus \$671.00 in direct expenses.

ATTACHMENT D

OWNER'S RESPONSIBILITIES

Owner shall perform and provide the following in a timely manner so as not to delay the Services of COBBFENDLEY AND ASSOCIATES INC., and COBBFENDLEY AND ASSOCIATES INC. may rely on the accuracy and completeness of the following:

1. Designate in writing a person to act as Owner's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Owner's decisions with respect to COBBFENDLEY AND ASSOCIATES INC.'s Services for the Project.
2. Render decisions and approvals as promptly as necessary to allow for the expeditious performance of COBBFENDLEY AND ASSOCIATES INC.'s Services.
3. Obtain, arrange, and pay for all surveys, advertisements for bids, permits, licenses, easements, rights-of-way, and access necessary for the performance of COBBFENDLEY AND ASSOCIATES INC.'s Services.
4. Make Owner's facilities available to COBBFENDLEY AND ASSOCIATES INC. as required for performance of the Services under this Agreement, and provide labor and safety equipment required for access.
5. Require all construction contracts to include provisions requiring Contractors to indemnify Owner and COBBFENDLEY AND ASSOCIATES INC. and requiring Contractors to name Owner, COBBFENDLEY AND ASSOCIATES INC., and its parent company, affiliated and subsidiary entities, directors, officers and employees, as Additional Insureds on Contractors' liability insurance policies.
6. Maintain property insurance on all pre-existing physical facilities.
7. Provide a Builder's Risk All-Risk insurance policy for full replacement value for all Project work, which will include, without limitation, coverage for loss due to defects in materials and workmanship and errors in design, and will include Owner, COBBFENDLEY AND ASSOCIATES INC. and Contractor as insureds.
8. Furnish the services of a geotechnical engineer, whose services shall include, without limitation, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests.
9. Design survey (Microstation and .dtm)
10. ROW information (Microstation)
11. Utility information (Microstation)
12. Existing design file information in electronic (CADD or Microstation Format)
13. US 79 As-Built Information

Unless otherwise provided in this Agreement, Owner shall bear all costs incident to compliance with the above items.

ATTACHMENT E

**CobbFendley and Associates Inc.
House Bill 89 Verification**

I, Sandee Khoury, the undersigned representative of CobbFendley and Associates Inc. (hereafter referred to as "Company"), being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the Company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH COBBFENDLEY AND ASSOCIATES INC. FOR THE DESIGN AND COORDINATION OF UPGRADES TO US 79 ASSOCIATED WITH THE CO-OP DEVELOPMENT PROJECT.

WHEREAS, the City of Hutto has a development agreement for the Co-Op project, and;

WHEREAS, the project includes upgrades to infrastructure including roadways, and;

WHEREAS, the new roadways and anticipated traffic volumes to be generated by the development require upgrades to US 79.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS THAT, the Hutto City Council hereby authorizes the City Manager to enter into a professional services contract not to exceed \$ 195,543.00 plus \$671.00 in direct expenses for a total of \$196,214.00 with CobbFendley and Associates Inc. to provide engineering services for the design and coordination of the Upgrades to US 79 associated with the Co-Op Development Project.

CONSIDERED and RESOLVED on this the **18th** day of the month of **January, 2018**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lucretia Alvarez, City Secretary

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9B. **AGENDA DATE:** January 18, 2018

PRESENTED BY: Michel Sorrell, Chief Financial Officer

ITEM:

Consideration and possible action on a resolution of the City of Hutto, Texas authorizing an extension of the depository agreement with the Wells Fargo Bank through January 18, 2021; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date. (Michel Sorrell)

STRATEGIC GUIDE POLICY: Fiscal Responsibility

ITEM BACKGROUND:

On November 17, 2017, RFP #18-01 for Banking Services was advertised to solicit bids for the City's banking relationship. The City received proposals from Wells Fargo, Chase, BBVA Compass, and Frost Bank. The four (4) selection criteria were weighted equally and consisted of Cost of Service, Service Availability, Safety/Credit Worthiness, and Investment rates. The proposals were evaluated by Michel Sorrell, CFO., David Mason, Purchasing Manager, and James Bryson, Finance Manager. The Scoring Matrix is provided in addition to the Request For Proposal requirements as an attachment. Wells Fargo was selected based on a higher earnings credit, additional services, location, and a high level of customer support. Wells Fargo currently provides the City's primary bank relationship. This would be a continuation of the bank agreement currently in place with the City.

BUDGETARY AND FINANCIAL SUMMARY:

The Bank agrees that the fees and service charges included in the Bank's response shall remain in effect for the three (3) year initial term of the agreement and allow an option for up to two (2) additional one year extensions.

All services rendered to the City by the Bank under this agreement shall be performed in accordance with accepted commercial banking standards and in accordance with standard operations, policies, and procedures.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not Applicable

CITY ATTORNEY REVIEW:

Not Applicable

STAFF RECOMMENDATION:

Staff recommends the award of the bank depository relationship to Wells Fargo.

SUPPORTING MATERIAL:

1. [RFP 18-01 Banking Services](#)
2. [RFP 18-01 Banking Services](#)
3. [Scoring Matrix](#)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS
AUTHORIZING A DEPOSITORY AGREEMENT WITH WELLS
FARGO BANK THROUGH JANUARY 18, 2021; FINDING THAT
THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT;
MAKING OTHER FINDINGS AND PROVISIONS RELATED TO
THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.**

WHEREAS, the City of Hutto is authorizing a depository services contract with Wells Fargo Bank for a period of January 18, 2018 through January 18, 2021, with the option of two successive one year renewal periods; and

WHEREAS, the City has received proposals for banking services and a depository for its funds from four local banks. Wells Fargo Bank offered a higher earnings credit, additional services and a high level of customer support and

WHEREAS, the Wells Fargo Bank is willing to provide banking services and to act as a depository for City funds while providing full collateral satisfactory to the City in accordance with the Public Funds Investment Act and follow the guidelines set forth in the City of Hutto Investment Policy; and

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

Section 1. The findings set out in the preamble are in all things hereby approved.

Section 2. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 3. The City's contract period with Well Fargo Bank will be January 18, 2018 through January 18, 2021.

Section 4. A copy of this resolution shall be sent to Wells Fargo Bank, to Patty Fougerat, Vice President Central Texas Government Banking, 4801 Southwest Parkway, Ste. 175 Austin, TX 78735.

Section 5. This resolution shall become effective from and after its passage.

CONSIDERED AND RESOLVED this **18th** day of the month of **January, 2018**.

Doug Gaul, Mayor

ATTEST:

Lucretia Alvarez, City Secretary

RFP 18-01 Banking Services

Due 10:00a.m. November 17, 2017



RFP 18-01
REQUEST FOR PROPOSAL FOR BANKING SERVICES

I. INTRODUCTION

The City of Hutto, Texas is accepting sealed proposals for a banking services contract until November 17, 2017 at 10:00a.m. Any proposals received after that time will be returned unopened. *All specification documents for this project may be examined and downloaded at www.texasbidsystem.com. Registration is required to access documents. There is no cost to register. Addendums can only be picked up at the above site. It is the responsibility of interested firms to check the site for the issuance of any addendums.* Through this contract the City intends to minimize banking costs, improve operational efficiency, and maximize investment capabilities. This Request for Proposal (RFP) represents the cash management goals, specifies all banks' required qualifications, the banking services required, the estimated activity volumes on all accounts, the method and terms of compensation, submission instructions and the contract award provisions.

II. PROPOSAL INSTRUCTIONS AND QUALIFICATIONS

A. MINIMUM QUALIFICATIONS

To assure a close working relationship, to facilitate available services, and to support local business, the entity may give priority to those banks with full service capabilities within the City limits. Any required statement regarding equal opportunity and affirmative action should be included if required/desired. The proposal submitted will become part of the final contract.

B. PROPOSAL SUBMISSION INSTRUCTIONS

1. Proposal Format

In order to fully and equitably evaluate each bank's ability to meet the banking services needs of the City, a standard reply format is required. Each proposal must include a response to each item in the RFP in the order given. Only proposals submitted in the prescribed format and using the exhibit forms provided will be evaluated for contract award. *Proposals must be submitted in a sealed envelope clearly marked "RFP 18-01 Banking Services".*

2. Submission Requirements

See **Attachment A**

3. RFP Questions

Questions regarding this RFP or the service requested will be accepted in written form, email is acceptable, at the address below on or before 5:00 pm November 9, 2017. Responses to all material questions submitted will be communicated to each prospective bidder.

David Mason
401 W. Front St.
Hutto, Texas 78634
(512) 759-4049 - David.Mason@Huttotx.gov

4. Request for Proposal Amendments

Modifications or additions may be made as a result of questions submitted. Written notification of any such change will

be made in writing to all known bidders.

5. Selection Criteria

Evaluation of proposals will be made on the basis of the following objectives:

Time deposit interest rates	25%
Cost of Service	25%
Service availability	25%
Safety and creditworthiness of bank	25%

6. Award of Bid and Service Initiation

The contract is scheduled to be awarded by City Council at its meeting December 7th, 2017.

III. REQUIRED FINANCIAL INSTITUTION INFORMATION

All banks must provide, as part of the proposal:

- audited financial statements for the most recent fiscal year,
- a copy of the current call report, and
- a statement regarding any recent or foreseen merger or acquisition.

IV. REQUIRED BANKING SERVICES

This section lists all the services to be provided by the bank under this agreement. Attachment A lists each of these services. The bank should use this Attachment to provide the specific price for each service.

A. Consolidated Account Structure

The bank is to provide a master consolidation account and zero balance accounts from which daily balance and detail reporting is available. The City's current account structure contains the following accounts:

Account Title
Operating Account
Payroll Account
Police Seizure

B. Wire Transfer Services

The City currently generates approximately 1-5 incoming and 10-15 outgoing wires each month. A standard wire transfer agreement will be executed with the bank. This proposal should include a copy of your standard transfer procedures and wire transfer agreement. The City requires adequate security provisions and procedures. If the wire transfer requests are available on line, full information should be submitted detailing the use.

C. Automated Daily Balance Reporting

The City requires an automated PC-based reporting system for access to the closing ledger and available balances. Stipulate the time at which the access is available and describe the system to be used. Reporting should include balance and detail reporting. Samples of the reports are to be included in the proposal.

D. Sweep Account Provisions

If the City chooses, the bank will be responsible for automatically sweeping the balances in all accounts daily to an investment option (money market fund, repo, etc.). Describe the sweep options and, if a money market fund is used, provide a prospectus. The accounts will be swept to the compensating balance.

E. Reconciliation

The following accounts are to be reconciled by the bank. Deadlines and requirements for tape receipt and processing time should be included in the proposal.

Account Title
Not Applicable

F. Investment of Idle Funds and Safekeeping of City Securities

All certificates of deposit bought by the City will be bought on a competitive basis. The City has no obligation to invest its funds with or through the bank. If the bank is proposing overnight repurchase agreements, an executed Master Repurchase Agreement is required. In order to fulfill GASB III requirements for reporting, if a repurchase agreement is executed with the bank itself, the collateral must be held in the trust department of the bank in a separate account.

All securities will be handled on a delivery versus payment (DVP) basis as they are cleared into and out of the account. There will be approximately ten securities in safekeeping at any time. All clearing and safekeeping will be in the bank or its correspondent. All correspondent and safekeeping arrangement will be stipulated in the proposal.

G. Standard Disbursing Services

Standard disbursing services for all accounts are required to include the payment of all checks upon presentation.

H. Standard Deposit Services

The bank must guarantee immediate credit on all incoming wire transfers and U.S. Treasury checks upon receipt and all other checks based on the bank's published availability schedule. The Bank should specify in their proposal their deposit requirements and commercial and retail deposit locations, including night deposit services and procedures.

I. Reporting and Account Analysis

Monthly account analysis reports must be provided by the bank on a timely basis for each account and on a total account basis. A sample account analysis format must be provided as part of the proposal. Samples of monthly statements should also be provided. The monthly statements are to be received within ten business days of the next month.

J. Account Executive

An account executive must be assigned to the account to coordinate the account services and expedite the solution of any problem. A trained and competent backup for the account executive, familiar with the account, should be assigned in the proposal. Stipulate the name and a brief biography of the account executive to be assigned to the City's account.

K. Direct Deposit

Describe the requirements and deadlines for computer tap for ACH transactions. The proposal should indicate when funds will be available in participating banks.

L. Daylight Overdraft Provisions

Every effort will be made to eliminate daylight overdraft situations on the account. However, in case this situation does arise, the proposal should include any and all bank policies regarding daylight overdrafts charges or handling procedures.

M. Stop Payments

The proposal must include a statement on the proposed stop payment process on an automated or manual basis.

N. Collateralization of Deposits

The bank must agree to obtain and maintain acceptable collateral sufficient to cover all anticipated time and demand deposits, above the FDIC insured limit of \$250,000. Securities used to pledge against time and demand deposits must be held in an independent third-party safekeeping institution outside the bank's holding company. The bank will execute a tri-party safekeeping agreement with the City and the Safekeeping bank for safekeeping of these securities. Collateral will be maintained at a minimum of 102% and marked to market at least once a month. Control will be shared jointly between the bank and the entity. Substitution will be approved by the City and not unduly withheld. Substitutions of collateral will be requested in writing and new collateral will be received before the existing collateral is released. The proposal will name the safekeeping bank for collateral.

O. Additional Services

If new services become available and are provided during the period of this contract, they will be charged at the banks then published rate.

V. OTHER SERVICES

The City is interested in obtaining service and cost information on additional services for possible use during the contract period. These services are not required but will be evaluated in terms of availability, feasibility, service levels, service providers and cost. The City will make its determination after receipt of proposals as to whether a service will be used. If the service is accepted later in the contract period the services and charges stipulated in the proposal will be applied.

A. Lockbox Services

The City may chose to utilize lockbox services for certain revenue collections. Describe the service including the lockbox location and a full description of the service.

VI. Bank Compensation

Any net settlement on compensating balances will be made annually. If fees are chosen as the payment methodology, fees will be paid monthly after receipt of the account analysis.

ATTACHMENT A - BANKING SERVICES CHARGES

Any and all anticipated service charges must be shown on this form to be applicable under the agreement. Add additional lines as required.

Service Unit	Unit Charge	Cost of Service
Account Maintenance	Per month	
Daily Balance Reporting	Per month	
Zero Balanced Accounts		
Master Account	Per month	
Subsidiary Accounts	Per month	
Credits Posted	Per transaction	
Debits Posted	Per transaction	
Encoding charge	Per transaction	
ACH Processing	Per transaction	
Origination of file	Per tape	
ACH deletions	Per transaction	
ACH entries	Per transaction	
Returned checks	Per transaction	
Controlled Disbursement	Per account/per month	
Reconciliation	Per month	
Sort list tape	Per transaction	
Sort and list	Per transaction	
Items Deposited		
Deposits	Per transaction	
Commercial deposits	Per transaction	
Group I items	Per transaction	
Group II items	Per transaction	
Group III items	Per transaction	
Group IV items	Per transaction	
Stop payments	Per transaction	
Wire Transfers		
Incoming	Per transaction	
Outgoing	Per transaction	
Investment Safekeeping		
S/keeping interest/credit	Per transaction	
S/keeping receipt deposit	Per transaction	
S/keeping outgoing	Per transaction	
Securities DVP FRB	Per transaction	
Securities DVP NY	Per transaction	
Check Printing	Per transaction	
Extra Statements	Per transaction	
Disposable Bank Bags	Per Item	
Lockbox	Per month	
Cutbacks	Per transaction	
Special handling		

RFP 18-01 Banking Services

Evaluation of proposals :

Banks Submitting Proposals

Selection Criteria*

Cost of Services
Service Availability
Safety/Credit worthiness
Investment Rates

Results:

Wells Fargo	Chase	BBVA Compass	Frost
25%	20%	20%	15%
25%	20%	20%	15%
25%	25%	15%	20%
25%	25%	25%	25%
100%	90%	80%	75%

*Each criteria weighted at 25% of total

Evaluated by:

Michel Sorrell - CFO

David Mason - Purchasing Manager

James Bryson - Finance Manager

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9C.

AGENDA DATE: January 18, 2018

PRESENTED BY: Eliska Padilla

ITEM:

Consideration and possible action for a resolution authorizing the city manager to execute a Hotel Occupancy Tax Funding Agreement, not to exceed \$250,000.00, with GAR BROADCASTING, L.L.C., for the 2nd Annual KOKEFEST. (Eliska Padilla)

STRATEGIC GUIDE POLICY: Fiscal Responsibility

ITEM BACKGROUND:

The 1st Annual KOKEFEST occurred at the Hutto Co-Op on Saturday, August 19, 2017. The second annual event will be a two-day event August 10-11 and is expected to attract approximately 3,000 attendees on Friday night, and more than 10,000 attendees on Saturday. This event directly relates to the enhancement and promotion of tourism and the convention and hotel industry through the encouragement, promotion, improvement and application of the arts.

BUDGETARY AND FINANCIAL SUMMARY:

GAR BROADCASTING, LLC. (Austin Radio Network) is requesting \$250,000 for performer fees.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

SUPPORTING MATERIAL:

1. [HOT Resolution for KOKEFST](#)
2. [HOT Occupancy Tax Use Policy](#)

RESOLUTION NO. _____

A RESOLUTION APPROVING A HOTEL OCCUPANCY TAX FUNDING AGREEMENT, MADE AND ENTERED INTO BY AND BETWEEN THE CITY OF HUTTO, TEXAS AND GAR BROADCASTING, LLC. (AUSTIN RADIO NETWORK).

WHEREAS, GAR BROADCASTING, LLC. (Austin Radio Network), is a broadcast and media production company that seeks to promote Hutto to residents and visitors; and

WHEREAS, GAR BROADCASTING, LLC. (Austin Radio Network), is promoting the 2nd Annual KOKEFEST Music Festival as a two-day event in Hutto to bring visitors from outside of Hutto to join in this one-of-a-kind musical event; and

WHEREAS, the goal of this agreement is to attract overnight visitors to the City of Hutto, thus directly enhancing and promoting tourism as outlined in Chapter 351 of the State of Texas Tax Code and the City of Hutto's Hotel Occupancy Tax Use Policy; and

WHEREAS, the Hutto City Council desires to provide Hotel Occupancy Tax Revenues to the GAR BROADCASTING, LLC., in accordance with Exhibit A.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby approves the Hotel Occupancy Tax Funding Agreement with GAR BROADCASTING, LLC., as attached as Exhibit A, and authorizes the City Manager to execute an agreement on behalf of the City, not to exceed \$250,000.

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

RESOLVED on this the **18th** day of the month of **January, 2018**.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lucretia Alvarez, City Secretary

CITY OF HUTTO
POLICY AND PROCEDURES

HOTEL OCCUPANCY TAX USE POLICY

I. Objective

The purpose of the policy is to provide guidelines relating to the use of Hotel Occupancy Taxes collected in accordance with Chapter 351 of the Texas Tax Code. The policy shall be adopted by the City Council and will be amended as needed.

II. Scope

This policy further outlines the use of hotel occupancy tax revenue to promote tourism and the convention and hotel industry.

The Hotel Occupancy Tax Policy is only intended to provide further clarification and guidance on use of collected Hotel Occupancy Tax revenues. State law shall prevail. Any changes to Chapter 351 of the State of Texas Tax Code shall supersede the City Policy.

III. Definitions

“Disbursement” - Disbursement is defined as payment to any “organization” for reimbursement of approved expenses in accordance with the City policy and state law.

“Fiscal Year” - The fiscal year shall mean the period between October 1 and September 30 of each year.

“Hotel Occupancy Tax” - The City levies a tax upon the occupant of any room or space furnished by any hotel where such costs of occupancy is at the rate of two dollars (\$2.00) or more per day, such tax to be equal to seven (7) percent of the consideration paid by the occupant of such room, space or facility to such hotel, exclusive of other occupancy taxes imposed by other governmental agencies (Code of Ordinances Section 11.04).

“Municipality” - Municipality shall mean the City of Hutto.

“Organization” - Organization shall mean any person, governmental entity, or private organization requesting use of Hotel Occupancy Tax Revenues.

“Revenues” - Shall be defined as Hotel Occupancy Tax revenues.

IV. Uses

The following are permitted uses of Hotel Occupancy Tax revenues, in accordance with Chapter 351 of the Texas Tax Code Section 351.101(a) and this policy. The percentage breakdown between uses is intended to provide a general guideline and may be annually modified by the City Council without amendment to this policy.

A. Convention and Visitor's Bureau

- (1) The acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information.
- (2) The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.
- (3) Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.

While the City of Hutto does not currently operate a Convention and Visitor's Bureau, the City must set aside a minimum of 10% and no more than 15% of annual revenues for Convention and Visitor's Bureau type activities including printing and dissemination of information related to promoting Hutto, Texas. In order to be eligible, the bulk of advertising and promotional materials must be circulated in areas outside of the City so as to increase tourism to Hutto.

The City Manager, or his designee, shall administer the funds related to this function and has the authority to use Hotel Occupancy Tax Funds to provide convention and visitor's bureau services up to \$3,000.

B. Promotion of the Arts

- (1) The encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

No more than fifteen percent (15%) of annual Hotel Occupancy Tax revenues will be set aside for this purpose.

C. Historical Restoration and Museums

- (1) Revenues may be used for historical restoration and preservation projects or activities advertising and conducting solicitations and promotional programs to encourage tourists to visit preserved historic sites or museums located within the municipality.

Funding will be considered on a case-by-case basis for this category.

D. Sporting Event Promotion

- (1) Revenues may be used for promotion of sporting events in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.

Sporting event promotion will be given the same funding consideration as outlined for advertising and conducting solicitations and promotional programs in Section A(3).

E. Enhancement of Existing Sports Facilities

- (1) Revenues may be used for the promotion of tourism by the enhancement and upgrading of existing sports facilities or fields, including facilities or fields for baseball, softball, soccer, and flag football so long as:
 - (a) the municipality owns the facilities or fields;
 - (b) the municipality meets population requirements defined in Chapter 351 of the Tax Code (Section 351.101 (a.7));
 - (c) the sports facilities and fields have been used, in the preceding calendar year, a combined total of more than ten (10) times for district, state, regional, or national sports tournaments.

Hotel Tax revenues may be pledged for the repayment of bonds. The City Council may set aside up to seventy-five percent (75%) of Hotel Tax revenues for repayment of bonds issued for construction related to this policy.

F. Signage

Hotel Tax revenues may be used to construct signage directing the public to sights and attractions that are visited frequently by hotel guests in the municipality.

G. Fund Balance Requirement

The City shall strive to maintain a fund balance of twenty-five percent (25%) of estimated annual Hotel Occupancy Tax revenues. Fund balance may be used for eligible expenses at the City Council's discretion.

V. Procedure

A. Eligibility

- (1) Any organization, non-profit, or entity may apply for funding.
- (2) The applicant must be located in the City's corporate limits, extra-territorial jurisdiction, or in sufficiently close proximity as to reasonably attract tourists to the City.
- (3) The applicant must demonstrate that the funds will be used to promote the tourism, convention and hotel industry for the Hutto region.
- (4) The applicant must be an organization or corporation governed by a board of directors or a business applying for a public project to support tourism efforts within the City
- (5) The applicant must be a legal entity with legal capacity to enter into contracts.
- (6) The applicant must demonstrate that the programs and/or events are open and appropriate for the general public.
- (7) The applicant must demonstrate that they are in good financial standing and that financial safe guards are in place to protect public funds.

B. Use of Funds

Organizations must use granted Hotel Occupancy Tax revenues in accordance with this policy and Chapter 351 of the Tax Code. Applicants must demonstrate that the disbursement will directly enhance and promote tourism by attracting visitors from outside of Hutto into the City or its vicinity.

The applicant must present reasonable evidence that the request will increase overnight stays in Hutto. Any funded applicant must notify overnight lodging establishments of the upcoming event. Any promotional material must reference Hutto lodging establishments.

C. Application Process

The City Council will accept applications for funding consideration June 30 through August 15, annually. Applications will be considered by the City Council and funding approved prior to September 30. The applicant may be requested to present the funding request to the City Council.

D. Financial Information

To be eligible to receive funds, organizations must demonstrate that they are in good financial standing and that they will act as responsible stewards of public funds.

- (1) Organizations must include their most recent audited financial statements with the application, unless they are a newly formed organization.
- (2) Organizations must also demonstrate that it maintains internal financial controls that will allow for proper tracking, accounting, and reporting of Hotel Occupancy Tax revenues and related expenditures. The organization must include a copy of their financial policies with the application.
- (3) Organizations must keep Hotel Occupancy Tax revenues in a separate account so that revenues may not commingle with any other money, as defined in Section 351.007(b) of the State of Texas Tax Code.
- (4) For events funded through Hotel Occupancy Tax revenues, organizations must provide proof of insurance. The organization must forward Certificates of Insurance to the City prior to the event. Reimbursements may be withheld if the organization fails to provide. The insurance required shall be procured and maintained in full force and effect for the duration of the Contract. Certificate Holder shall be the City of Hutto at 401 West Front Street, Hutto TX 78634.

At the request of the Organization, the City Council may waive this requirement when the agreement is considered.

E. Audit

The City of Hutto may, at any time, inspect the books or records of the organization that may related to the use of Hotel Occupancy Tax revenues. The City, at its sole expense, has a right to audit any report or document submitted by the organization to the City by giving thirty (30) days prior written notice to the organization of its intention to do so.

F. Evaluation of Applications

- (1) Review of eligibility - Once an application is received, the City will review the application to ensure that all information has been submitted and that the application is complete. Any deficiencies to the application will be submitted, in writing, to the organization. No application will be presented for Council consideration if deficiencies are present.

- (2) Council Review - If the application is found to be complete, the request will be brought forward to the City Council for consideration. The organization may be requested to be present during Council consideration to provide more information and/or clarification.

The City Council may only award funds for uses that comply with Chapter 351 of the Texas Tax Code and this policy. Sufficient funds must be available before the Council may award funding.

- (a) Conflict of Interest - Any City Councilmember shall excuse themselves from voting on a funding request for an organization with which they are affiliated.
- (b) Evaluation Criteria - The City Council will use the following criteria to evaluate requests:
 - 1) Visitor Appeal
 - 2) Program Quality
 - 3) Others as defined by the City Council
- (3) Funding Contract - If funding is awarded, the City Council will authorize a funding contract with the organization. The organization must return two signed original funding contract documents to the City prior to the event. Failure to return the executed agreements shall be deemed a rejection of the offer for funding by the City Council and the offer shall be deemed withdrawn.

G. Reporting

Funded organizations will be required to submit a report detailing the use of Hotel Occupancy Tax revenues. Copies of receipts shall be provided for expenses to be reimbursed using Hotel Occupancy Tax revenues. Only expenses that meet Chapter 351 of the Tax Code and this policy shall be reimbursed. The City shall not make reimbursements for expenses where no receipt or invoice is provided.

Organization's provided funding for a one-time expense or event will be required to submit a report within thirty (30) days of the event. Reimbursements may be issued within forty-five (45) days of receiving the complete report. Partial or incomplete reports will not be accepted.

Organization's that are provided funding for ongoing promotion and multiple events will be required to submit a report each quarter.

Reports should provide information on the event including total revenues, total expenses, estimated number of attendees versus expected, financial impact of the event, etc. Reports shall be in a form that is acceptable to the City Manager.

The City of Hutto, Texas is under no obligation to allocate any portion of collected Hotel Occupancy Tax revenues unless the City enters into a funding contract. The adoption of this policy shall at no time be deemed to create any expectation that funds will be allocated to any one or more of the applicants. Award of funds does not guarantee future funding. The City may enter into other agreements above and beyond this policy in pursuit of economic development at the City Council's discretion. The City Council shall have the final decision regarding the allocation of funds pursuant to this policy.

City of Hutto
Downtown & Tourism Department



HOT Funding Application
FY 2017-2018

**401 W. Front Street
Hutto, Texas 78634
512-759-4029**

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Overview of the Application Process

This packet was designed to establish guidelines to apply universally to all events and activities requesting support from the City of Hutto. There are stringent requirements in the Tax Code regulating the use of HOT funds. A copy of the applicable Tax Codes has been included in this packet (Page 11) for your review.

The City of Hutto will review the applications and makes recommendations to the city council on the portion of the tourism budget allocated to special event support.

Funding for event support is available from the Hotel Occupancy Tax collected by our lodging properties.

To apply for support, the event must be sponsored by an entity located within Hutto and, the event must take place within Hutto city limits.

The sponsoring organization will be required to provide their tax filing status and ID number as part of the application. The sponsoring organization must be tax-exempt, unless otherwise approved at the discretion of the Hutto City Council. It is preferred that the sponsoring organization have 501(c)3 tax-exempt status, but it is not required.

Rules Governing your Application:

1. The applicant must present reasonable evidence that the expenditure or event will increase overnight stays in the local hotels in Hutto.
2. For any applicant applying for HOT funds to advertise an event, the City Council recommends these funds focus on targeting visitors outside a 30 mile radius of Hutto.
3. The applicant must ensure that all Hutto hotels and B&Bs current contact phone number, email and/or website are listed on the information provided to registrants, vendor/event attendees, including event websites. Also all Hutto hoteliers must be made aware of the event, and have sufficient time to participate in the bidding process for both primary bookings and over-flow.
4. If the request is for cooperative advertising support, **the Downtown & Tourism Manager must approve the final advertising copy for appropriate representation of the City of Hutto and local lodging one (1) week before the ad or publication's proof/print deadline.**
5. **Any promotional materials (brochures, website, advertisements, etc.) using HOT funds are required to include the appropriate Hutto brand/logo with the huttotx.gov website below the**

logo. Also, any event sponsor signage is required to include the appropriate Hutto logo.

(Contact the City of Hutto, 512-759-4029 for the correct version of the logo to use for each promotional item.)

6. After the application process is complete, and upon recommendation, the contact name on the application or a designated representative will be expected to attend the next City Council meeting to present an overview of the information and/or items included in the application such as visitor attendance, hotel selection; number of visitor overnight stays expected due to the event and expenditure.

The Post Event Analysis and Reimbursement Process:

The Post Event Analysis must include all of the items outlined in the application, including advertisements produced with the use of HOT funds. The Post Event Analysis is due 30 days after the event. The packet can be mailed or delivered to the attention of:

Kristi Robich
City of Hutto, Downtown & Tourism Dept.
401 W. Front Street
Hutto, Texas 78634

If the Post Event Analysis and the final accounting of room nights are not received by the due date, the Downtown & Tourism Manager reserves the right to reject any future application by the organization.

It is the responsibility of the organization hosting the event to monitor the number of out-of-town guests who stay in Hutto lodging properties. We strongly recommend working with the hotels to ensure proper credit and tracking. Some suggestions for tracking out-of-town guests would be to use a zip code tracking system or a survey distributed to attendees. ***Please note that stated room nights generated will be subject to an audit by the City Manager and staff.***

If you need assistance in completing the application or have further questions, please contact Kristi Robich at 512-759-4029 or via e-mail at kristi.robich@huttotx.gov.

Support Considerations Checklist

Name of Event KOKEFEST

Year Applying 2018

X

The event "directly enhances and promotes tourism AND the convention and hotel industry." (Tax Code, Section 351.101) (**This is a requirement**)

X

The event qualifies under AT LEAST ONE of the following categories:
(Please circle category number)

(1) the establishment, improvement, or maintenance of a convention center or visitor information center

(2) the facilitation of convention registration

(3) advertising, solicitations and promotions that attract tourists and convention delegates to Hutto

NOTE: If applying under this category, legitimate media must be utilized IN ADVANCE of the event (examples include direct mail, postage, newspapers, magazines, radio, television, billboards, newsletters, brochures and other collateral material).

(4) the encouragement, promotion, improvement and application of the arts -
NOTE: Must be a viable art form (examples include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording)

(5) the enhancement of historical restoration and preservation projects

(6) funding costs in certain counties to hold sporting events that substantially increase hotel activity: (cities within counties of under 1 million population)

(7) the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities

(8) funding transportation systems for tourists

X

The application is filled out thoroughly and completely with all requested documentations attached.

X

The Post Event Analysis for last year's event have been previously submitted.
(Write "N/A" if you did not receive support last year)

It has been determined how the event will track out-of-town guests, demonstrating that the event will attract tourists that will support the convention and hotel industry.

Local Hotel Occupancy Tax (HOT) Use Guidelines HOT Grant Application

Organization/Business Information

Today's Date: 01/12/18 Event Date: 8/10-11/2018

Name of Organization/Business: GAR BROADCASTING, LLC (Austin Radio Network)

City, State, Zip: 912 Capital of Texas Hwy Suite 400, Austin, Tx, 78746

Contact Name: Lise Hudson

Contact Phone Number: 512-230-1329 Email: lisehudson@austinradionetwork.com

Status of organization: Non-Profit ☐ Private/For Profit ☒ Govt. Agency ☐

Tax ID #: 463011863 GAR Broadcasting LLC.

Purpose of your organization/business:

Austin Radio Network is a privately owned broadcasting company consisting of KOKE FM, 104.9 THE HORN, and 105.3 THE BAT

Event or Expenditure Description

Please answer all items that apply to your request.

Name of your event/expenditure: KOKEFEST

Website address of your event/expenditure: KOKEFM.com

Date(s) of event/expenditure: 8/9/17 KOKEFEST Total estimated cost \$485,000

How will the funds be used to promote hotels and overnight stay(s) in Hutto?

Austin Radio Network is a privately owned broadcasting company. Ownership includes KOKEFM, THE HORN and THE BAT. Leading up to KF Hotels will receive on air and online support.

List other means of financial support including in-kind support

Name

None at this time

Primary location of event/expenditure: Fritz Park

Number of total persons expected to attend this event/expenditure: 10,000 -15,000

Number of persons expected to visit event or expenditure monthly/yearly: N/A

Approximate number of people attending/visiting event or expenditure will stay over-night in local hotels or bed & breakfasts? unknown - promoting overnights on air and online

List host hotel or hotels that currently have a block of rooms for this event: NUMBER OF ROOMS / NIGHTS ESTIMATED IN EXCESS of 100

Hotel	# of Rooms Blocked	Room Rate
TBD	TBD	TBD

Required Attachments:

Check all documents that are attached along with the application

- ☒ P&L from previous year's program
- ☒ Projected budget for entire program (To be provided by March 12, 2018)
- ☐ Itemized, detailed list of expenditures relevant for HOT revenue use
- ☒ Advertising/Marketing Plan, including target audience (To be provided by March 31, 2018)
- ☒ List of Board of Directors with contact phone numbers
- ☒ Event planning timeline, if applicable—**8 months**
- ☒ Schedule of activities relating to your event/expenditure (To be provided by March 12, 2018)
- ☒ Copy of Tax Exempt certificate
- ☒ Copy of previous year finances upon request

Funding Request Decision

Amount Requested: \$250,000 (2 Nights)

Amount granted in past for same event or expenditure: \$130,000

Which Expenditure Category from page 6 is most relevant to your project/event?

City of Hutto



HOT Funding Agreement Form

I fully understand the HOT Funding Application process, rules governing the application and the process established by the City Council. I intend to use this grant for the aforementioned event to forward the efforts of the City of Hutto in directly enhancing and promoting tourism and the convention and hotel industry by attracting visitors from outside Hutto into the city.

JKH initial

I have read the HOT Fund Grant Application process including the rules governing the application and the reimbursement process.

JKH initial

I understand that if I am awarded HOT Funding by the City, any deviation from the approved project or from the rules governing the application may result in the partial or total withdrawal of the HOT Fund Grant.

JKH initial

I understand all the records that relate to the use of the HOT funds shall be kept by _____, subject to Chapter 351 of the Texas Tax Code as amended and Chapter 552 of the Texas Government Code as amended. Records of _____ concerning HOT Funds are public and the City shall, upon written request, have the right to inspect and or obtain all books and records pertaining to the fulfillment of this Agreement.

JKH initial

I understand that the City may terminate this Agreement by giving the other party notice in writing of such termination sixty (60) days in advance. Any municipal hotel occupancy tax proceeds, not used, shall revert to the City upon the termination of this Agreement.

JKH initial

Business/Organization Name GENUINE AUSTIN RADIO, LLC

Applicant's Signature

A handwritten signature in black ink, appearing to read "Joe Smith", written over a horizontal line.

Date 01/12/18

Post Event Analysis

Event Information

Event Name KOKEFEST

Event Date(s) AUGUST 10 & 11, 2018

Event Expected and/or Final Outcome

Event Attendance

10,000 – 15,000

Hotel Room Nights*

Estimate 132 rooms – for multi nights, plus Bed & Breakfasts.

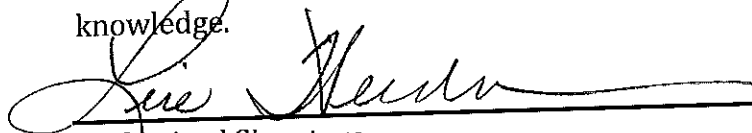
Provide the total # of rooms picked-up for the event and provide a form of proof.

* Subject to audit

Number of advertisements place for the event.
Attach a copy of each ad and the name of the publication.

Minimum of \$200,00 ~ Will be provided as it's placed to run.

The above accounting of our Special Event is accurate and true to the best of my knowledge.



Authorized Signature

1/12/18

Date

LISE HUDSON

Print name here

Title/Responsibility

Return this form, supporting documentation and check (if applicable) to the City of Hutto Downtown & Tourism Department, 401 W. Front Street, Hutto, TX 78634. If you have any questions, please contact Kim McAuliffe at 512-759-4029.

Tax Code – Use of Hotel Occupancy Tax Revenue

§ 351.101. USE OF TAX REVENUE.

(a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

(1) the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;

(2) the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

(3) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

(4) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;

(5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums;

(6) for a municipality located in a county with a population of one million or less, expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.

(7) the promotion of tourism by the enhancement and upgrading of existing sports facilities or fields, including facilities or fields for baseball, softball, soccer, and flag football

(8) for funding transportation systems for tourists

§ 351.108. RECORDS.

(a) A municipality shall maintain a record that accurately identifies the receipt and expenditure of all revenue derived from the tax imposed under this chapter.

(b) A municipality or entity that spends revenue derived from the tax imposed under this chapter shall, before making an expenditure, specify in a list each scheduled activity, program, or event that:

(1) is directly funded by the tax or has its administrative costs funded in whole or in part by the tax; and

(2) is directly enhancing and promoting tourism and the convention and hotel industry.

(c) If a municipality delegates to another entity the management or supervision of an activity or event funded by the tax imposed under this chapter, each entity that is ultimately funded by the tax shall, before making an expenditure, specify in a list each scheduled activity, program, or event that:

(1) is directly funded by the tax or has its administrative costs funded in whole or in part by the tax; and

(2) is directly enhancing and promoting tourism and the convention and hotel industry.

Hutto Lodging Accommodations

Name/URL	Units	Location	Phone
Hampton Inn and Suites	72	327 Ed Schmidt Blvd. Hutto, TX 78634	512.846.2992
Holiday Inn Express and Suites	60	323 Ed Schmidt Blvd. Hutto, TX 78634	512.846.1168 888.465.4329

KOKE FEST 2017 P&L

KOKE FEST INCOME

City of Hutto	\$129,624
Concession Revenue	\$28,108
Merchandise Sales	\$12,878
KOKE Ad Sales	\$108,848
Ticket Sales	\$169,443
Washer Tourney	<u>\$1,270</u>
TOTAL INCOME	\$450,171

KOKE FEST EXPENSE

Equipment	\$43,899
Client Hard Costs	\$6,027
Honor Flight	\$4,685
Rain Out Insurance	\$9,100
Internal Labor	\$52,998
External Labor	\$11,479
Merchandise	\$24,566
Production	\$57,367
Promotion	\$53,140
Sales Commissions	\$17,982
Services	\$66,864
Ticket Comp and Refund	\$17,576
Client Planning / Wrap up	\$2,350
Supplies	\$6,067
Talent	\$129,624
Transportation	\$986
Legal	<u>\$18,600</u>
TOTAL EXPENSE	\$523,310

NET LOSS (\$73,139)

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9D. **AGENDA DATE:** January 18, 2018

PRESENTED BY: Helen Ramirez, AICP

ITEM:

Consideration and possible action on a resolution expressing the intent to award a contract for the construction of the Limmer Loop sidewalk as part of the Transportation Alternatives Program. (Helen Ramirez)

STRATEGIC GUIDE POLICY: Infrastructure & Growth

ITEM BACKGROUND:

The Hutto City Council hereby conveys its intent to award a contract to A Greater Austin Development Company, LTD. for the construction of the sidewalk from Cottonwood Elementary School to FM 1660 North in the amount of \$1,221,975.15.

BUDGETARY AND FINANCIAL SUMMARY:

Contract award to A Greater Austin Development Company, LTD is in the amount of \$1,221,975.15.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not Applicable.

CITY ATTORNEY REVIEW:

Resolution has been reviewed as to form.

STAFF RECOMMENDATION:

Staff and Williamson County recommends award of the contract.

SUPPORTING MATERIAL:

1. [Resolution](#)
2. [0914-05-189 Williamson County Recommend Award Contract](#)

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE INTENT TO AWARD A CONTRACT FOR THE CONSTRUCTION OF THE LIMMER LOOP SIDEWALK AS PART OF TRANSPORTATION ALTERNATIVES PROGRAM.

WHEREAS, the City of Hutto applied for and was awarded a grant to construct a sidewalk from Cottonwood Creek elementary to FM 1660 North, and;

WHEREAS, the City has completed the design of said improvements, and;

WHEREAS, the City has bid the project in accordance with all TxDOT and City requirements;

WHEREAS, on September 29, 2017 bids were opened and evaluated, and;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS THAT, the Hutto City Council hereby conveys its intent to award a contract to A Greater Austin Development Company, LTD. for the construction of the sidewalk from Cottonwood Elementary School to FM 1660 North in the amount of \$1,221,975.15.

CONSIDERED and RESOLVED on this the 18th day of the month of **January, 2018**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lucretia Alvarez, City Secretary



MEMO

December 20, 2017

To: William L. Hale, P.E., Chief Engineer

Through: C. Michael Lee, P.E., Director of Engineering & Safety Operations

From: Gina E. Gallegos, P.E., Director, Construction Division

Subject: Award of Local Government Project, Williamson County

DS
CML

12/20/2017

DocuSigned by:
Gina Gallegos
124372CCDF604F5...

Control: 0914-05-189
Project: STP 2017 (800) TP
Highway: CR
Williamson County

The above referenced project has been reviewed. The City of Hutto and the Austin District recommend awarding the contract to by A Greater Austin Development Company, LTD. The total amount of the low bid was \$1,221,975.15, which is 2.8 percent under the engineer's estimate of \$1,257,112.00. Funds for this project are allocated in accordance with the Federal Project Authorization and Agreement (FPAA). The city is responsible for any costs above the maximum authorized federal amount.

There were no add/delete alternates used in this project. The apparent low bidder was deemed nonresponsive by the city for not being prequalified by TxDOT at the time of the letting of this project. Our office concurs with this decision.

Attached are the State Letter of Authority and FPAA for locally let projects, indicating clearances for the following:

- Right of way
- Encroachments
- Relocation assistance
- Utilities
- Environmental

concur with recommendation.
Approved

DocuSigned by:
Bill Hale
B9775932E4FB44F...
12/20/2017

We request your concurrence in the award of this project. If you have any questions, please call Juan F. Urrutia, P.E., at 512/416-2455.

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 10A. **AGENDA DATE:** January 18, 2018

PRESENTED BY: Michel Sorrell, Chief Financial Officer

ITEM: Presentation and discussion concerning the City's financial statements and investments as of December 31, 2017. (Michel Sorrell)

STRATEGIC GUIDE POLICY: Fiscal Responsibility

ITEM BACKGROUND:

Presentation of financial statements, budget to actual comparison, and investment balances as of December 31, 2017.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

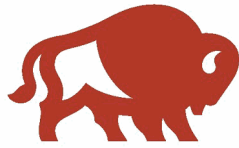
Not applicable.

STAFF RECOMMENDATION:

Not applicable.

SUPPORTING MATERIAL:

1. [Investment Report as of November 30, 2017](#)
2. [Budget to Actual Comparison as of December 31, 2017](#)
3. [Balance Sheet as of December 31, 2017](#)
4. [Fund Balance Report as of December 31, 2017](#)



City of Hutto



For the Month Ended

November 30, 2017

Report Name

Certification Page

Executive Summary

Benchmark Comparison

Detail of Security Holdings

Change in Value

Earned Income

Investment Transactions

Amortization and Accretion

Projected Fixed Income Cash Flows

MARKET RECAP - NOVEMBER 2017:

Solid economic data and optimism that Congress would pass a tax reform package spurred equity markets to new highs and sent interest rates higher throughout the month. The ISM manufacturing index fell from 60.8 to a still robust 58.7 in October. The non-manufacturing (service sector) ISM swelled from 58.5 to 60.1 in October, marking the 94th consecutive month of growth and the highest level since the index's debut in 2008. Non-farm payrolls increased by +261k in October, well short of the Bloomberg survey's +313k median estimate and whisper numbers closer to +350k. However, revisions to prior months added +90k jobs and factoring in those upward revisions took the tally to +351k, right in-line with the street's more bullish estimates. The unemployment rate dipped to 4.1%, the lowest since December 2000. Average hourly earnings gave back September's gain, falling from a +2.9% year-over-year pace to just +2.4%, easing fears that wage inflation was accelerating. The consumer price index (CPI) rose +0.1% in October and core CPI increased by +0.2%; both exactly matching the median forecast. Year-over-year core CPI surprised analysts by edging up from +1.7% to +1.8%. It was the first time since January that the annual pace accelerated. The Conference Board's index of consumer confidence rose to 129.5 in November, the highest level in 17 years. To put this number in perspective, the index was 100.8 before the election and got as low as 25.3 in February 2009 when job losses were at their worst. Retail sales were stronger than expected, rising +0.2% overall in October, while the retail sales "control group," which feeds into GDP rose +0.3%. The eye-popping, previously reported +1.6% gain in headline retail sales in September was revised up to an even healthier +1.9%. The bottom line is that consumer spending has picked up, and is starting to better reflect the upbeat confidence surveys of the past year. Upward revisions to GDP suggest positive momentum is building. Third quarter annualized GDP was revised from +3.0% to +3.3% as the business spending component moved higher. The two consecutive quarters above +3.0% has only happened one other time during the eight-year recovery cycle.

President Trump officially nominated current Fed Governor Jerome "Jay" Powell as the next Fed Chairman, replacing Janet Yellen. Powell is believed to share many of the same monetary policy ideas as Yellen, although he is viewed as more lax on the regulatory front. With Powell moving up to become Chair, his prior position on the Board of Governors is now open. Combined with the resignation of Vice-Chair Stanley Fisher and the two previously open seats on the Board, President Trump will fill four vacancies on the seven member board, a rare opportunity to influence Fed policy for years to come. A full term as Fed governor is 14 years, and all governors cast a vote on monetary policy decisions.

All three major stock indexes reached fresh highs during the month as optimism that Congress would pass a tax reform package swelled. That also helped to push interest rates higher, particularly on the short end of the curve as the odds of Fed rate hikes climb. Over the last two months, the two-year Treasury note yield has risen from 1.49% to 1.79%, while the 10-year is up slightly from 2.34% to 2.41%. This lack of movement on the long end indicates that market participants don't entirely believe the Fed's aggressive tightening forecast, nor do they anticipate that the economy will overheat and spark unwelcomed inflation anytime soon.

For the Month Ended
November 30, 2017

This report is prepared for the **City of Hutto** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Officer Names and Titles:

Name: Michel Sorrell, CPA, CPM

Title: Chief Financial Officer

Account Summary

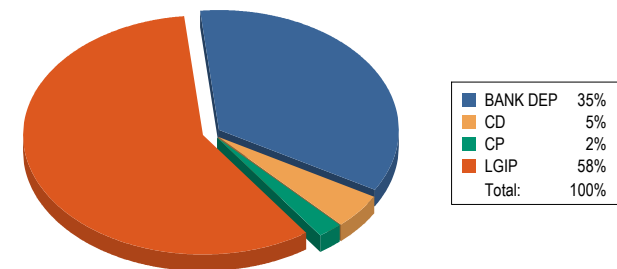
Allocation by Security Type

Beginning Values as of 10/31/17

Ending Values as of 11/30/17

Par Value	44,977,944.07	44,517,834.82
Market Value	44,973,614.07	44,514,484.82
Book Value	44,973,380.74	44,514,463.16
Unrealized Gain/(Loss)	233.33	21.66
Market Value %	100.00%	100.00%

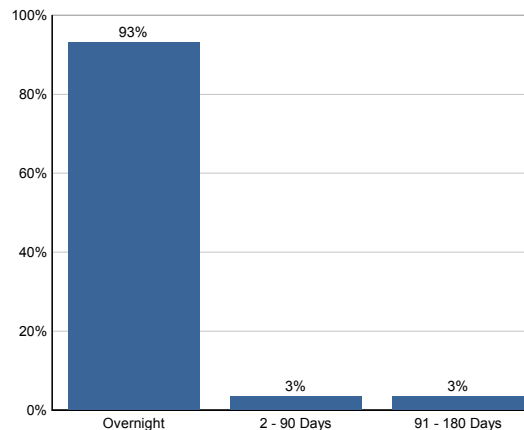
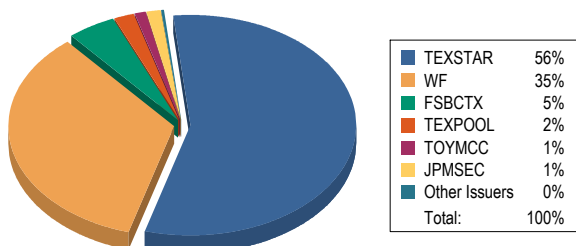
Weighted Avg. YTW	0.956%	0.670%
Weighted Avg. YTM	0.956%	0.670%



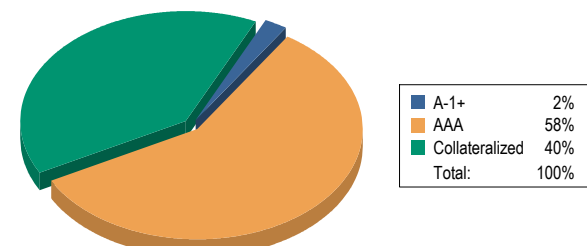
Allocation by Issuer

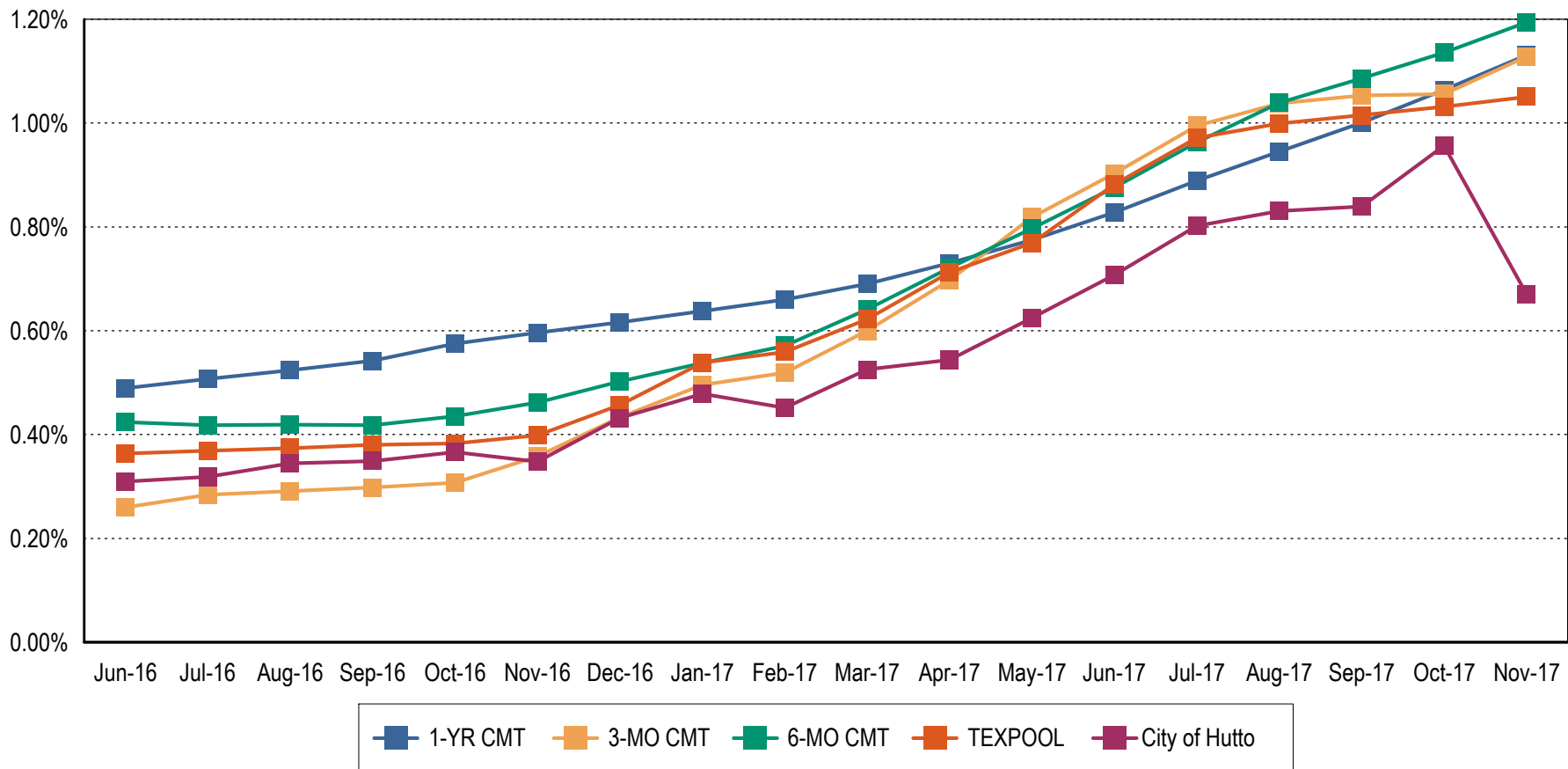
Maturity Distribution %

Credit Quality



Weighted Average Days to Maturity: 8





Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

Note 2: Benchmark data for TexPool is the monthly average yield.

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
2007 Tax Note Bond Fund																	
TEXSTAR		LGIP	TexSTAR					169,837.97	100.000	169,837.97	169,837.97	100.000	169,837.97	1		1.070	1.070
Total for 2007 Tax Note Bond Fund								169,837.97	100.000	169,837.97	169,837.97	100.000	169,837.97	1		1.070	1.070
2010 Bond Fund																	
TEXSTAR		LGIP	TexSTAR					168,386.75	100.000	168,386.75	168,386.75	100.000	168,386.75	1		1.070	1.070
Total for 2010 Bond Fund								168,386.75	100.000	168,386.75	168,386.75	100.000	168,386.75	1		1.070	1.070
2010 GO Bond Fund																	
TEXSTAR		LGIP	TexSTAR					158,070.30	100.000	158,070.30	158,070.30	100.000	158,070.30	1		1.070	1.070
Total for 2010 GO Bond Fund								158,070.30	100.000	158,070.30	158,070.30	100.000	158,070.30	1		1.070	1.070
2011 CO Bond Fund																	
TEXSTAR		LGIP	TexSTAR					200,585.22	100.000	200,585.22	200,585.22	100.000	200,585.22	1		1.070	1.070
Total for 2011 CO Bond Fund								200,585.22	100.000	200,585.22	200,585.22	100.000	200,585.22	1		1.070	1.070
2012 GO Bond Fund																	
TEXSTAR		LGIP	TexSTAR					91,441.54	100.000	91,441.54	91,441.54	100.000	91,441.54	1		1.070	1.070
Total for 2012 GO Bond Fund								91,441.54	100.000	91,441.54	91,441.54	100.000	91,441.54	1		1.070	1.070
2013 CO Bond Fund																	
TEXSTAR		LGIP	TexSTAR					184,099.21	100.000	184,099.21	184,099.21	100.000	184,099.21	1		1.070	1.070
Total for 2013 CO Bond Fund								184,099.21	100.000	184,099.21	184,099.21	100.000	184,099.21	1		1.070	1.070

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
2016 GO Bond Fund																	
TEXSTAR		LGIP	TexSTAR					1,452,998.67	100.000	1,452,998.67	1,452,998.67	100.000	1,452,998.67	1		1.070	1.070
Total for 2016 GO Bond Fund								1,452,998.67	100.000	1,452,998.67	1,452,998.67	100.000	1,452,998.67	1		1.070	1.070
2017 CO Bonds																	
TEXSTAR		LGIP	TexSTAR					14,992,938.89	100.000	14,992,938.89	14,992,938.89	100.000	14,992,938.89	1		1.070	1.070
Total for 2017 CO Bonds								14,992,938.89	100.000	14,992,938.89	14,992,938.89	100.000	14,992,938.89	1		1.070	1.070
2017 LTN Bond Fund																	
TEXSTAR		LGIP	TexSTAR					4,603,347.57	100.000	4,603,347.57	4,603,347.57	100.000	4,603,347.57	1		1.070	1.070
Total for 2017 LTN Bond Fund								4,603,347.57	100.000	4,603,347.57	4,603,347.57	100.000	4,603,347.57	1		1.070	1.070
Debt Service																	
TEXSTAR		LGIP	TexSTAR					159,431.75	100.000	159,431.75	159,431.75	100.000	159,431.75	1		1.070	1.070
TEXSTAR2		LGIP	TexSTAR					1,208.60	100.000	1,208.60	1,208.60	100.000	1,208.60	1		1.070	1.070
Total for Debt Service								160,640.35	100.000	160,640.35	160,640.35	100.000	160,640.35	1		1.070	1.070

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Operating Fund																	
FSB		BANK DEP	First State Bk					184,877.40	100.000	184,877.40	184,877.40	100.000	184,877.40	1		0.550	0.550
TEXPOOL		LGIP	TexPool					914,315.00	100.000	914,315.00	914,315.00	100.000	914,315.00	1		1.051	1.051
TEXSTAR		LGIP	TexSTAR					2,749,503.72	100.000	2,749,503.72	2,749,503.72	100.000	2,749,503.72	1		1.070	1.070
WF-HUTTO		BANK DEP	Wells Fargo					15,439,104.68	100.000	15,439,104.68	15,439,104.68	100.000	15,439,104.68	1		0.000	0.000
89233HB29	05/10/17	CP - DISC	Toyota Mtr Cr		02/02/18			500,000.00	98.980	494,900.56	498,801.25	99.751	498,755.50	64		1.384	1.384
CD-5927-5	02/02/17	CD	First St Bk Central TX CD	0.250	02/02/18			1,020,061.33	100.000	1,020,061.33	1,020,061.33	100.000	1,020,061.33	64		0.250	0.250
46640QCG4	06/21/17	CP - DISC	J.P.Morgan Sec		03/16/18			500,000.00	98.891	494,453.89	497,827.09	99.579	497,894.50	106		1.507	1.507
CD-5930-3	11/15/16	CD	First St Bk Central TX CD	0.350	05/15/18			512,018.40	100.000	512,018.40	512,018.40	100.000	512,018.40	166		0.350	0.350
CD-5931-2	05/15/16	CD	First St Bk Central TX CD	0.450	05/15/18			515,607.82	100.000	515,607.82	515,607.82	100.000	515,607.82	166		0.450	0.450
Total for Operating Fund								22,335,488.35	99.952	22,324,842.80	22,332,116.69	99.985	22,332,138.35	15		0.274	0.274
Total for City of Hutto								44,517,834.82	99.976	44,507,189.27	44,514,463.16	99.993	44,514,484.82	8		0.670	0.670

CUSIP	Security Type	Security Description	10/31/17 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	11/30/17 Book Value	10/31/17 Market Value	11/30/17 Market Value	Change in Mkt Value
2007 Tax Note Bond Fund											
TEXSTAR	LGIP	TexSTAR	169,688.81	149.16	0.00	0.00	0.00	169,837.97	169,688.81	169,837.97	149.16
Total for 2007 Tax Note Bond Fund			169,688.81	149.16	0.00	0.00	0.00	169,837.97	169,688.81	169,837.97	149.16
2010 Bond Fund											
TEXSTAR	LGIP	TexSTAR	168,386.75	0.00	0.00	0.00	0.00	168,386.75	168,386.75	168,386.75	0.00
Total for 2010 Bond Fund			168,386.75	0.00	0.00	0.00	0.00	168,386.75	168,386.75	168,386.75	0.00
2010 GO Bond Fund											
TEXSTAR	LGIP	TexSTAR	157,931.48	138.82	0.00	0.00	0.00	158,070.30	157,931.48	158,070.30	138.82
Total for 2010 GO Bond Fund			157,931.48	138.82	0.00	0.00	0.00	158,070.30	157,931.48	158,070.30	138.82
2011 CO Bond Fund											
TEXSTAR	LGIP	TexSTAR	200,409.04	176.18	0.00	0.00	0.00	200,585.22	200,409.04	200,585.22	176.18
Total for 2011 CO Bond Fund			200,409.04	176.18	0.00	0.00	0.00	200,585.22	200,409.04	200,585.22	176.18
2012 GO Bond Fund											
TEXSTAR	LGIP	TexSTAR	91,441.54	0.00	0.00	0.00	0.00	91,441.54	91,441.54	91,441.54	0.00
Total for 2012 GO Bond Fund			91,441.54	0.00	0.00	0.00	0.00	91,441.54	91,441.54	91,441.54	0.00
2013 CO Bond Fund											
BBVAHUTTO	BANK DEP	BBVA Compass MM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXSTAR	LGIP	TexSTAR	183,937.51	161.70	0.00	0.00	0.00	184,099.21	183,937.51	184,099.21	161.70
Total for 2013 CO Bond Fund			183,937.51	161.70	0.00	0.00	0.00	184,099.21	183,937.51	184,099.21	161.70

CUSIP	Security Type	Security Description	10/31/17 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	11/30/17 Book Value	10/31/17 Market Value	11/30/17 Market Value	Change in Mkt Value
2016 GO Bond Fund											
TEXSTAR	LGIP	TexSTAR	1,452,998.67	0.00	0.00	0.00	0.00	1,452,998.67	1,452,998.67	1,452,998.67	0.00
Total for 2016 GO Bond Fund			1,452,998.67	0.00	0.00	0.00	0.00	1,452,998.67	1,452,998.67	1,452,998.67	0.00
2017 CO Bonds											
TEXSTAR	LGIP	TexSTAR	27,340,883.29	0.00	(12,347,944.40)	0.00	0.00	14,992,938.89	27,340,883.29	14,992,938.89	(12,347,944.40)
Total for 2017 CO Bonds			27,340,883.29	0.00	(12,347,944.40)	0.00	0.00	14,992,938.89	27,340,883.29	14,992,938.89	(12,347,944.40)
2017 LTN Bond Fund											
TEXSTAR	LGIP	TexSTAR	4,599,304.51	4,043.06	0.00	0.00	0.00	4,603,347.57	4,599,304.51	4,603,347.57	4,043.06
Total for 2017 LTN Bond Fund			4,599,304.51	4,043.06	0.00	0.00	0.00	4,603,347.57	4,599,304.51	4,603,347.57	4,043.06
Debt Service											
TEXSTAR	LGIP	TexSTAR	159,291.73	140.02	0.00	0.00	0.00	159,431.75	159,291.73	159,431.75	140.02
TEXSTAR2	LGIP	TexSTAR	1,207.49	1.11	0.00	0.00	0.00	1,208.60	1,207.49	1,208.60	1.11
Total for Debt Service			160,499.22	141.13	0.00	0.00	0.00	160,640.35	160,499.22	160,640.35	141.13
Operating Fund											
FSB	BANK DEP	First State Bk	179,290.08	5,587.32	0.00	0.00	0.00	184,877.40	179,290.08	184,877.40	5,587.32
TEXPOOL	LGIP	TexPool	914,315.00	0.00	0.00	0.00	0.00	914,315.00	914,315.00	914,315.00	0.00
TEXSTAR	LGIP	TexSTAR	3,505,403.12	0.00	(755,899.40)	0.00	0.00	2,749,503.72	3,505,403.12	2,749,503.72	(755,899.40)
WF-HUTTO	BANK DEP	Wells Fargo	2,807,445.35	12,631,659.33	0.00	0.00	0.00	15,439,104.68	2,807,445.35	15,439,104.68	12,631,659.33
89233HB29	CP - DISC	Toyota Mtr Cr 0.000 02/02/18	498,230.42	0.00	0.00	570.83	0.00	498,801.25	498,276.50	498,755.50	479.00
CD-5927-5	CD	First St Bk Central TX CD 0.250 02/02/18	1,019,418.96	642.37	0.00	0.00	0.00	1,020,061.33	1,019,418.96	1,020,061.33	642.37
46640QCG4	CP - DISC	J.P.Morgan Sec 0.000 03/16/18	497,206.25	0.00	0.00	620.84	0.00	497,827.09	497,393.50	497,894.50	501.00
CD-5930-3	CD	First St Bk Central TX CD 0.350 05/15/18	511,567.09	451.31	0.00	0.00	0.00	512,018.40	511,567.09	512,018.40	451.31
CD-5931-2	CD	First St Bk Central TX CD 0.450 05/15/18	515,023.65	584.17	0.00	0.00	0.00	515,607.82	515,023.65	515,607.82	584.17
Total for Operating Fund			10,447,899.92	12,638,924.50	(755,899.40)	1,191.67	0.00	22,332,116.69	10,448,133.25	22,332,138.35	11,884,005.10

CUSIP	Security Type	Security Description	10/31/17 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	11/30/17 Book Value	10/31/17 Market Value	11/30/17 Market Value	Change in Mkt Value
Total for City of Hutto			44,973,380.74	12,643,734.55	(13,103,843.80)	1,191.67	0.00	44,514,463.16	44,973,614.07	44,514,484.82	(459,129.25)

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
2007 Tax Note Bond Fund									
TEXSTAR	LGIP	TexSTAR	0.00	149.16	149.16	0.00	0.00	0.00	149.16
Total for 2007 Tax Note Bond Fund			0.00	149.16	149.16	0.00	0.00	0.00	149.16
2010 Bond Fund									
TEXSTAR	LGIP	TexSTAR	0.00	148.03	148.03	0.00	0.00	0.00	148.03
Total for 2010 Bond Fund			0.00	148.03	148.03	0.00	0.00	0.00	148.03
2010 GO Bond Fund									
TEXSTAR	LGIP	TexSTAR	0.00	138.82	138.82	0.00	0.00	0.00	138.82
Total for 2010 GO Bond Fund			0.00	138.82	138.82	0.00	0.00	0.00	138.82
2011 CO Bond Fund									
TEXSTAR	LGIP	TexSTAR	0.00	176.18	176.18	0.00	0.00	0.00	176.18
Total for 2011 CO Bond Fund			0.00	176.18	176.18	0.00	0.00	0.00	176.18
2012 GO Bond Fund									
TEXSTAR	LGIP	TexSTAR	0.00	80.38	80.38	0.00	0.00	0.00	80.38
Total for 2012 GO Bond Fund			0.00	80.38	80.38	0.00	0.00	0.00	80.38
2013 CO Bond Fund									
TEXSTAR	LGIP	TexSTAR	0.00	161.70	161.70	0.00	0.00	0.00	161.70
Total for 2013 CO Bond Fund			0.00	161.70	161.70	0.00	0.00	0.00	161.70

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
2016 GO Bond Fund									
TEXSTAR	LGIP	TexSTAR	0.00	1,277.27	1,277.27	0.00	0.00	0.00	1,277.27
Total for 2016 GO Bond Fund			0.00	1,277.27	1,277.27	0.00	0.00	0.00	1,277.27
2017 CO Bonds									
TEXSTAR	LGIP	TexSTAR	0.00	23,637.02	23,637.02	0.00	0.00	0.00	23,637.02
Total for 2017 CO Bonds			0.00	23,637.02	23,637.02	0.00	0.00	0.00	23,637.02
2017 LTN Bond Fund									
TEXSTAR	LGIP	TexSTAR	0.00	4,043.06	4,043.06	0.00	0.00	0.00	4,043.06
Total for 2017 LTN Bond Fund			0.00	4,043.06	4,043.06	0.00	0.00	0.00	4,043.06
Debt Service									
TEXSTAR	LGIP	TexSTAR	0.00	140.02	140.02	0.00	0.00	0.00	140.02
TEXSTAR2	LGIP	TexSTAR	0.00	1.11	1.11	0.00	0.00	0.00	1.11
Total for Debt Service			0.00	141.13	141.13	0.00	0.00	0.00	141.13
Operating Fund									
FSB	BANK DEP	First State Bk	0.00	89.23	89.23	0.00	0.00	0.00	89.23
TEXPOOL	LGIP	TexPool	0.00	801.14	801.14	0.00	0.00	0.00	801.14
TEXSTAR	LGIP	TexSTAR	0.00	2,935.75	2,935.75	0.00	0.00	0.00	2,935.75
89233HB29	CP - DISC	Toyota Mtr Cr 0.000 02/02/18	0.00	0.00	0.00	0.00	0.00	570.83	570.83
CD-5927-5	CD	First St Bk Central TX CD 0.250 02/02/18	635.39	209.59	642.37	0.00	202.61	0.00	209.59
46640QCG4	CP - DISC	J.P.Morgan Sec 0.000 03/16/18	0.00	0.00	0.00	0.00	0.00	620.84	620.84
CD-5930-3	CD	First St Bk Central TX CD 0.350 05/15/18	382.62	147.25	451.31	0.00	78.56	0.00	147.25
CD-5931-2	CD	First St Bk Central TX CD 0.450 05/15/18	495.27	190.61	584.17	0.00	101.71	0.00	190.61
Total for Operating Fund			1,513.28	4,373.57	5,503.97	0.00	382.88	1,191.67	5,565.24

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Total for City of Hutto			1,513.28	34,326.32	35,456.72	0.00	382.88	1,191.67	35,517.99

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Operating Fund															
Income Payments															
11/02/17	11/02/17	CD-5927-5	CD	First St Bk Central TX CD	0.250	02/02/18				0.00	642.37	642.37			
11/15/17	11/15/17	CD-5931-2	CD	First St Bk Central TX CD	0.450	05/15/18				0.00	584.17	584.17			
11/30/17	11/15/17	CD-5930-3	CD	First St Bk Central TX CD	0.350	05/15/18				0.00	451.31	451.31			
Total for: Income Payments										0.00	1,677.85	1,677.85			
Capitalized Interest															
11/02/17	11/02/17	CD-5927-5	CD	First St Bk Central TX CD	0.250	02/02/18		642.37	100.000	642.37	0.00	642.37			
11/15/17	11/15/17	CD-5930-3	CD	First St Bk Central TX CD	0.350	05/15/18		451.31	100.000	451.31	0.00	451.31			
11/15/17	11/15/17	CD-5931-2	CD	First St Bk Central TX CD	0.450	05/15/18		584.17	100.000	584.17	0.00	584.17			
Total for: Capitalized Interest								1,677.85		1,677.85	0.00	1,677.85			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
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Total for All Portfolios

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Income Payments	0.00	1,677.85			
Total Capitalized Interest	1,677.85	1,677.85			

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
Operating Fund											
89233HB29	05/10/17	CP - DISC	Toyota Mtr Cr 0.000 02/02/18		500,000.00	98.980	494,900.56	570.83	3,900.69	1,198.75	498,801.25
CD-5927-5	02/02/17	CD	First St Bk Central TX CD 0.250 02/02/18		1,020,061.33	100.000	1,020,061.33	0.00	0.00	0.00	1,020,061.33
46640QCG4	06/21/17	CP - DISC	J.P.Morgan Sec 0.000 03/16/18		500,000.00	98.891	494,453.89	620.84	3,373.20	2,172.91	497,827.09
CD-5930-3	11/15/16	CD	First St Bk Central TX CD 0.350 05/15/18		512,018.40	100.000	512,018.40	0.00	0.00	0.00	512,018.40
CD-5931-2	05/15/16	CD	First St Bk Central TX CD 0.450 05/15/18		515,607.82	100.000	515,607.82	0.00	0.00	0.00	515,607.82
Total for Operating Fund					3,047,687.55		3,037,042.00	1,191.67	7,273.89	3,371.66	3,044,315.89
Total for City of Hutto					3,047,687.55		3,037,042.00	1,191.67	7,273.89	3,371.66	3,044,315.89

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
2017 CO Bonds						
912796LN7	TREAS BILL	U.S. Treasury 0.000 03/01/18	03/01/18	0.00	3,000,000.00	3,000,000.00
912828L40	TREAS NOTE	U.S. Treasury 1.000 09/15/18	03/15/18	15,000.00	0.00	15,000.00
Total for 2017 CO Bonds				15,000.00	3,000,000.00	3,015,000.00
Operating Fund						
CD-5927-5	CD	First St Bk Central TX CD 0.250 02/02/18	02/02/18	637.53	1,020,061.33	1,020,698.86
89233HB29	CP - DISC	Toyota Mtr Cr 0.000 02/02/18	02/02/18	0.00	500,000.00	500,000.00
CD-5930-3	CD	First St Bk Central TX CD 0.350 05/15/18	02/15/18	448.01	0.00	448.01
CD-5931-2	CD	First St Bk Central TX CD 0.450 05/15/18	02/15/18	584.82	0.00	584.82
46640QCG4	CP - DISC	J.P.Morgan Sec 0.000 03/16/18	03/16/18	0.00	500,000.00	500,000.00
CD-5930-3	CD	First St Bk Central TX CD 0.350 05/15/18	05/15/18	448.01	512,018.40	512,466.41
CD-5931-2	CD	First St Bk Central TX CD 0.450 05/15/18	05/15/18	565.75	515,607.82	516,173.57
Total for Operating Fund				2,684.12	3,047,687.55	3,050,371.67

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
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Total for All Portfolios

February 2018	1,670.36	1,520,061.33	1,521,731.69
March 2018	15,000.00	3,500,000.00	3,515,000.00
May 2018	1,013.76	1,027,626.22	1,028,639.98
Total Projected Cash Flows for City of Hutto	17,684.12	6,047,687.55	6,065,371.67



City of Hutto, TX

Budget Report

Group Summary

For Fiscal: 2017-2018 Period Ending: 12/31/2017

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 10 - General Fund							
Revenue	13,081,430.75	13,081,430.75	78,897.22	814,720.58	0.00	-12,266,710.17	93.77 %
Expense	13,080,786.17	13,080,785.98	724,342.27	2,868,961.72	425,328.93	9,786,495.33	74.82 %
Fund: 10 - General Fund Surplus (Deficit):	644.58	644.77	-645,445.05	-2,054,241.14	-425,328.93	-2,480,214.84	84,666.60 %
Fund: 11 - General Debt Service Fund							
Revenue	1,651,792.64	1,651,792.64	0.00	84,719.10	0.00	-1,567,073.54	94.87 %
Expense	1,716,192.03	1,716,192.03	470.00	470.00	0.00	1,715,722.03	99.97 %
Fund: 11 - General Debt Service Fund Surplus (Deficit):	-64,399.39	-64,399.39	-470.00	84,249.10	0.00	148,648.49	230.82 %
Fund: 13 - General Capital Replacement							
Revenue	72,500.00	72,500.00	0.00	0.00	0.00	-72,500.00	100.00 %
Expense	72,500.00	72,500.00	0.00	0.00	0.00	72,500.00	100.00 %
Fund: 13 - General Capital Replacement Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: 20 - Court Technology Fund							
Revenue	7,000.00	7,000.00	338.94	1,339.30	0.00	-5,660.70	80.87 %
Expense	16,190.00	16,190.00	200.00	9,373.12	2,002.45	4,814.43	29.74 %
Fund: 20 - Court Technology Fund Surplus (Deficit):	-9,190.00	-9,190.00	138.94	-8,033.82	-2,002.45	-846.27	-9.21 %
Fund: 21 - Court Security Fund							
Revenue	5,100.00	5,100.00	254.20	1,004.48	0.00	-4,095.52	80.30 %
Expense	31,250.00	31,250.00	0.00	0.00	0.00	31,250.00	100.00 %
Fund: 21 - Court Security Fund Surplus (Deficit):	-26,150.00	-26,150.00	254.20	1,004.48	0.00	27,154.48	103.84 %
Fund: 22 - Court Training Fund							
Revenue	500.00	500.00	20.00	75.00	0.00	-425.00	85.00 %
Expense	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
Fund: 22 - Court Training Fund Surplus (Deficit):	-1,500.00	-1,500.00	20.00	75.00	0.00	1,575.00	105.00 %
Fund: 24 - Hotel Tax Fund							
Revenue	250,000.00	250,000.00	9,908.85	45,941.00	0.00	-204,059.00	81.62 %
Expense	263,000.00	263,000.00	0.00	3,665.00	0.00	259,335.00	98.61 %
Fund: 24 - Hotel Tax Fund Surplus (Deficit):	-13,000.00	-13,000.00	9,908.85	42,276.00	0.00	55,276.00	425.20 %
Fund: 26 - ATS Red Light Camera Fund							
Expense	5,000.00	5,000.00	32.39	71.78	0.00	4,928.22	98.56 %
Fund: 26 - ATS Red Light Camera Fund Total:	5,000.00	5,000.00	32.39	71.78	0.00	4,928.22	98.56 %
Fund: 27 - PEG Capital Fees							
Revenue	32,500.00	32,500.00	0.00	0.00	0.00	-32,500.00	100.00 %

Budget Report
For Fiscal: 2017-2018 Period Ending: 12/31/2017

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Expense	26,200.00	26,200.00	0.00	0.00	0.00	26,200.00	100.00 %
Fund: 27 - PEG Capital Fees Surplus (Deficit):	6,300.00	6,300.00	0.00	0.00	0.00	-6,300.00	100.00 %
Fund: 50 - Utility Fund							
Revenue	23,818,111.00	23,818,111.00	770,923.47	2,735,655.95	0.00	-21,082,455.05	88.51 %
Expense	26,016,586.00	26,016,586.00	442,572.09	2,132,950.05	4,392,443.97	19,491,191.98	74.92 %
Fund: 50 - Utility Fund Surplus (Deficit):	-2,198,475.00	-2,198,475.00	328,351.38	602,705.90	-4,392,443.97	-1,591,263.07	-72.38 %
Fund: 51 - Utility Debt Service Fund							
Revenue	4,102,321.00	4,102,321.00	0.00	0.00	0.00	-4,102,321.00	100.00 %
Expense	4,117,406.00	4,117,406.00	530.00	530.00	0.00	4,116,876.00	99.99 %
Fund: 51 - Utility Debt Service Fund Surplus (Deficit):	-15,085.00	-15,085.00	-530.00	-530.00	0.00	14,555.00	96.49 %
Fund: 52 - Impact Fees Fund							
Revenue	1,200,000.00	1,200,000.00	38,304.00	165,122.50	0.00	-1,034,877.50	86.24 %
Expense	1,200,000.00	1,200,000.00	0.00	0.00	0.00	1,200,000.00	100.00 %
Fund: 52 - Impact Fees Fund Surplus (Deficit):	0.00	0.00	38,304.00	165,122.50	0.00	165,122.50	0.00 %
Fund: 53 - Utility Capital Replacement							
Revenue	50,000.00	50,000.00	0.00	0.00	0.00	-50,000.00	100.00 %
Fund: 53 - Utility Capital Replacement Surplus (Deficit):	50,000.00	50,000.00	0.00	0.00	0.00	-50,000.00	100.00 %
Fund: 60 - Capital Improvements Project							
Revenue	14,608,265.00	14,608,265.00	800.00	800.00	0.00	-14,607,465.00	99.99 %
Expense	15,071,264.00	15,071,264.00	360,897.12	1,238,887.56	9,314,323.46	4,518,052.98	29.98 %
Fund: 60 - Capital Improvements Project Surplus (Deficit):	-462,999.00	-462,999.00	-360,097.12	-1,238,087.56	-9,314,323.46	-10,089,412.02	-2,179.14 %
Fund: 62 - Streets Construction Fund							
Expense	2,567,910.51	2,567,910.51	445,590.02	537,415.14	894,690.84	1,135,804.53	44.23 %
Fund: 62 - Streets Construction Fund Total:	2,567,910.51	2,567,910.51	445,590.02	537,415.14	894,690.84	1,135,804.53	44.23 %
Fund: 70 - Solid Waste Fund							
Revenue	1,215,000.00	1,215,000.00	113,646.59	344,626.09	0.00	-870,373.91	71.64 %
Expense	1,277,500.00	1,277,500.00	103,665.65	207,028.00	0.00	1,070,472.00	83.79 %
Fund: 70 - Solid Waste Fund Surplus (Deficit):	-62,500.00	-62,500.00	9,980.94	137,598.09	0.00	200,098.09	320.16 %
Report Surplus (Deficit):	-5,369,264.32	-5,369,264.13	-1,065,206.27	-2,805,348.37	-15,028,789.65	-12,464,873.89	-232.15 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
10 - General Fund	644.58	644.77	-645,445.05	-2,054,241.14	-425,328.93	-2,480,214.84
11 - General Debt Service Fund	-64,399.39	-64,399.39	-470.00	84,249.10	0.00	148,648.49
13 - General Capital Replacement	0.00	0.00	0.00	0.00	0.00	0.00
20 - Court Technology Fund	-9,190.00	-9,190.00	138.94	-8,033.82	-2,002.45	-846.27
21 - Court Security Fund	-26,150.00	-26,150.00	254.20	1,004.48	0.00	27,154.48
22 - Court Training Fund	-1,500.00	-1,500.00	20.00	75.00	0.00	1,575.00
24 - Hotel Tax Fund	-13,000.00	-13,000.00	9,908.85	42,276.00	0.00	55,276.00
26 - ATS Red Light Camera Fund	-5,000.00	-5,000.00	-32.39	-71.78	0.00	4,928.22
27 - PEG Capital Fees	6,300.00	6,300.00	0.00	0.00	0.00	-6,300.00
50 - Utility Fund	-2,198,475.00	-2,198,475.00	328,351.38	602,705.90	-4,392,443.97	-1,591,263.07
51 - Utility Debt Service Fund	-15,085.00	-15,085.00	-530.00	-530.00	0.00	14,555.00
52 - Impact Fees Fund	0.00	0.00	38,304.00	165,122.50	0.00	165,122.50
53 - Utility Capital Replacement	50,000.00	50,000.00	0.00	0.00	0.00	-50,000.00
60 - Capital Improvements Project	-462,999.00	-462,999.00	-360,097.12	-1,238,087.56	-9,314,323.46	-10,089,412.02
62 - Streets Construction Fund	-2,567,910.51	-2,567,910.51	-445,590.02	-537,415.14	-894,690.84	1,135,804.53
70 - Solid Waste Fund	-62,500.00	-62,500.00	9,980.94	137,598.09	0.00	200,098.09
Report Surplus (Deficit):	-5,369,264.32	-5,369,264.13	-1,065,206.27	-2,805,348.37	-15,028,789.65	-12,464,873.89



City of Hutto, TX

Balance Sheet

Account Summary

As Of 12/31/2017

Balance

Fund: 10 - General Fund

Assets

Total Assets:	3,507,732.20	<u>3,507,732.20</u>
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Liability

Total Liability:	<u>904,887.61</u>
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Equity

Total Beginning Equity:	<u>4,657,085.73</u>
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Total Revenue	814,720.58
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Total Expense	<u>2,868,961.72</u>
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Revenues Over/Under Expenses	<u>-2,054,241.14</u>
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Total Equity and Current Surplus (Deficit):	2,602,844.59
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Total Liabilities, Equity and Current Surplus (Deficit):	<u>3,507,732.20</u>
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Balance Sheet

As Of 12/31/2017

	Balance	
Fund: 11 - General Debt Service Fund		
Assets		
Total Assets:	323,738.92	<u>323,738.92</u>
Liability		
Total Liability:	21,073.90	
Equity		
Total Beginning Equity:	218,415.92	
Total Revenue	84,719.10	
Total Expense	470.00	
Revenues Over/Under Expenses	84,249.10	
Total Equity and Current Surplus (Deficit):	302,665.02	
Total Liabilities, Equity and Current Surplus (Deficit):		<u>323,738.92</u>

Balance Sheet

As Of 12/31/2017

	Balance	
Fund: 13 - General Capital Replacement		
Assets		
Total Assets:	<u>481,198.22</u>	<u><u>481,198.22</u></u>
Liability		
Total Liability:	<u>0.00</u>	
Equity		
Total Beginning Equity:	<u>481,198.22</u>	
Total Revenue	0.00	
Total Expense	<u>0.00</u>	
Revenues Over/Under Expenses	<u>0.00</u>	
Total Equity and Current Surplus (Deficit):	<u>481,198.22</u>	
Total Liabilities, Equity and Current Surplus (Deficit):		<u><u>481,198.22</u></u>

Balance Sheet**As Of 12/31/2017**

		Balance	
Fund: 19 - General Fixed Assets Grp. Fund			
Assets			
	Total Assets:	70,496,093.82	70,496,093.82
Liability			
	Total Liability:	0.00	
Equity			
	Total Beginning Equity:	70,496,093.82	
Total Revenue		0.00	
Total Expense		0.00	
Revenues Over/Under Expenses		0.00	
	Total Equity and Current Surplus (Deficit):	70,496,093.82	
	Total Liabilities, Equity and Current Surplus (Deficit):		70,496,093.82

Balance Sheet

As Of 12/31/2017

	Balance	
Fund: 20 - Court Technology Fund		
Assets		
Total Assets:	<u>1,566.15</u>	<u><u>1,566.15</u></u>
Liability		
Total Liability:	<u>0.00</u>	
Equity		
Total Beginning Equity:	<u>9,599.97</u>	
Total Revenue	1,339.30	
Total Expense	<u>9,373.12</u>	
Revenues Over/Under Expenses	<u>-8,033.82</u>	
Total Equity and Current Surplus (Deficit):	<u>1,566.15</u>	
Total Liabilities, Equity and Current Surplus (Deficit):		<u><u>1,566.15</u></u>

Balance Sheet

As Of 12/31/2017

	Balance	
Fund: 21 - Court Security Fund		
Assets		
Total Assets:	28,795.20	<u>28,795.20</u>
Liability		
Total Liability:	0.00	
Equity		
Total Beginning Equity:	27,790.72	
Total Revenue	1,004.48	
Total Expense	0.00	
Revenues Over/Under Expenses	1,004.48	
Total Equity and Current Surplus (Deficit):	28,795.20	
Total Liabilities, Equity and Current Surplus (Deficit):		<u>28,795.20</u>

Balance Sheet

As Of 12/31/2017

	Balance	
Fund: 22 - Court Training Fund		
Assets		
Total Assets:	2,228.37	<u>2,228.37</u>
Liability		
Total Liability:	0.00	
Equity		
Total Beginning Equity:	2,153.37	
Total Revenue	75.00	
Total Expense	0.00	
Revenues Over/Under Expenses	75.00	
Total Equity and Current Surplus (Deficit):	2,228.37	
Total Liabilities, Equity and Current Surplus (Deficit):		<u>2,228.37</u>

Balance Sheet

As Of 12/31/2017

	Balance	
Fund: 24 - Hotel Tax Fund		
Assets		
Total Assets:	275,093.55	<u>275,093.55</u>
Liability		
Total Liability:	87,065.95	
Equity		
Total Beginning Equity:	145,751.60	
Total Revenue	45,941.00	
Total Expense	3,665.00	
Revenues Over/Under Expenses	42,276.00	
Total Equity and Current Surplus (Deficit):	188,027.60	
Total Liabilities, Equity and Current Surplus (Deficit):		<u>275,093.55</u>

Balance Sheet

As Of 12/31/2017

	Balance	
Fund: 25 - Hutto Police Seizure Fund		
Assets		
Total Assets:	14,242.08	<u>14,242.08</u>
Liability		
Total Liability:	0.00	
Equity		
Total Beginning Equity:	14,242.08	
Total Revenue	0.00	
Total Expense	0.00	
Revenues Over/Under Expenses	0.00	
Total Equity and Current Surplus (Deficit):	14,242.08	
Total Liabilities, Equity and Current Surplus (Deficit):		<u>14,242.08</u>

Balance Sheet

As Of 12/31/2017

	Balance	
Fund: 26 - ATS Red Light Camera Fund		
Assets		
Total Assets:	<u>155,870.83</u>	<u><u>155,870.83</u></u>
Liability		
Total Liability:	<u>59,995.84</u>	
Equity		
Total Beginning Equity:	<u>95,946.77</u>	
Total Revenue	0.00	
Total Expense	<u>71.78</u>	
Revenues Over/Under Expenses	-71.78	
Total Equity and Current Surplus (Deficit):	95,874.99	
Total Liabilities, Equity and Current Surplus (Deficit):		<u><u>155,870.83</u></u>

Balance Sheet

As Of 12/31/2017

	Balance	
Fund: 27 - PEG Capital Fees		
Assets		
Total Assets:	72,593.81	<u>72,593.81</u>
Liability		
Total Liability:	0.00	
Equity		
Total Beginning Equity:	72,593.81	
Total Revenue	0.00	
Total Expense	0.00	
Revenues Over/Under Expenses	0.00	
Total Equity and Current Surplus (Deficit):	72,593.81	
Total Liabilities, Equity and Current Surplus (Deficit):		<u>72,593.81</u>

Balance Sheet

As Of 12/31/2017

		Balance	
Fund: 40 - Park Improvement Fund			
Assets			
	Total Assets:	315,791.61	315,791.61
Liability			
	Total Liability:	0.00	
Equity			
	Total Beginning Equity:	315,791.61	
Total Revenue		0.00	
Total Expense		0.00	
Revenues Over/Under Expenses		0.00	
	Total Equity and Current Surplus (Deficit):	315,791.61	
	Total Liabilities, Equity and Current Surplus (Deficit):		315,791.61

Balance Sheet

As Of 12/31/2017

	Balance	
Fund: 50 - Utility Fund		
Assets		
	Total Assets:	56,838,242.80
		<u>56,838,242.80</u>
Liability		
	Total Liability:	41,744,292.56
Equity		
	Total Beginning Equity:	14,491,244.34
Total Revenue		2,735,655.95
Total Expense		2,132,950.05
Revenues Over/Under Expenses		602,705.90
	Total Equity and Current Surplus (Deficit):	15,093,950.24
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>56,838,242.80</u>

Balance Sheet

As Of 12/31/2017

	Balance	
Fund: 51 - Utility Debt Service Fund		
Assets		
Total Assets:	1,152.30	<u>1,152.30</u>
Liability		
Total Liability:	1,682.30	
Equity		
Total Beginning Equity:	0.00	
Total Revenue	0.00	
Total Expense	530.00	
Revenues Over/Under Expenses	-530.00	
Total Equity and Current Surplus (Deficit):	-530.00	
Total Liabilities, Equity and Current Surplus (Deficit):		<u>1,152.30</u>

Balance Sheet

As Of 12/31/2017

	Balance	
Fund: 52 - Impact Fees Fund		
Assets		
Total Assets:	1,482,499.00	<u>1,482,499.00</u>
Liability		
Total Liability:	1,317,376.50	
Equity		
Total Beginning Equity:	0.00	
Total Revenue	165,122.50	
Total Expense	0.00	
Revenues Over/Under Expenses	165,122.50	
Total Equity and Current Surplus (Deficit):	165,122.50	
Total Liabilities, Equity and Current Surplus (Deficit):		<u>1,482,499.00</u>

Balance Sheet**As Of 12/31/2017**

	Balance	
Fund: 53 - Utility Capital Replacement		
Assets		
Total Assets:	345,833.37	<u>345,833.37</u>
Liability		
Total Liability:	0.00	
Equity		
Total Beginning Equity:	345,833.37	
Total Revenue	0.00	
Revenues Over/Under Expenses	0.00	
Total Equity and Current Surplus (Deficit):	345,833.37	
Total Liabilities, Equity and Current Surplus (Deficit):		<u>345,833.37</u>

Balance Sheet

As Of 12/31/2017

		Balance
Fund: 55 - UF Capital Improvement Project		
Assets		
	Total Assets:	<u>21,748,631.00</u>
		<u><u>21,748,631.00</u></u>
Liability		
	Total Liability:	<u>21,740,000.00</u>
Equity		
	Total Beginning Equity:	<u>8,631.00</u>
Total Revenue		0.00
Total Expense		<u>0.00</u>
Revenues Over/Under Expenses		<u>0.00</u>
	Total Equity and Current Surplus (Deficit):	8,631.00
	Total Liabilities, Equity and Current Surplus (Deficit):	<u><u>21,748,631.00</u></u>

Balance Sheet

As Of 12/31/2017

		Balance
Fund: 60 - Capital Improvements Project		
Assets		
	Total Assets:	<u>4,092,558.94</u>
		<u><u>4,092,558.94</u></u>
Liability		
	Total Liability:	<u>4,628,070.77</u>
Equity		
	Total Beginning Equity:	<u>654,736.10</u>
Total Revenue		800.00
Total Expense		<u>1,238,887.56</u>
Revenues Over/Under Expenses		-1,238,087.56
	Total Equity and Current Surplus (Deficit):	-583,351.46
	Total Liabilities, Equity and Current Surplus (Deficit):	<u><u>4,044,719.31</u></u>
	*** FUND 60 OUT OF BALANCE ***	47,839.63

***Warning: Account Authorization is turned on. Please run the Unauthorized Account Listing Report to see if you are out of balance due to missing accounts ***

Balance Sheet

As Of 12/31/2017

	Balance	
Fund: 62 - Streets Construction Fund		
Assets		
Total Assets:	-446,626.81	<u>-446,626.81</u>
Liability		
Total Liability:	90,788.33	
Equity		
Total Beginning Equity:	0.00	
Total Expense	537,415.14	
Revenues Over/Under Expenses	<u>-537,415.14</u>	
Total Equity and Current Surplus (Deficit):	-537,415.14	
Total Liabilities, Equity and Current Surplus (Deficit):		<u>-446,626.81</u>

Balance Sheet**As Of 12/31/2017**

		Balance	
Fund: 70 - Solid Waste Fund			
Assets			
	Total Assets:	<u>694,754.01</u>	<u><u>694,754.01</u></u>
Liability			
	Total Liability:	<u>335,220.67</u>	
Equity			
	Total Beginning Equity:	<u>221,935.25</u>	
Total Revenue		344,626.09	
Total Expense		<u>207,028.00</u>	
Revenues Over/Under Expenses		<u>137,598.09</u>	
	Total Equity and Current Surplus (Deficit):	<u>359,533.34</u>	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u><u>694,754.01</u></u>

Balance Sheet

As Of 12/31/2017

	Balance	
Fund: 90 - Orange Santa Fund		
Assets		
Total Assets:	0.00	<u>0.00</u>
Liability		
Total Liability:	0.00	
Equity		
Total Beginning Equity:	0.00	
Total Revenue	0.00	
Total Expense	0.00	
Revenues Over/Under Expenses	0.00	
Total Equity and Current Surplus (Deficit):	0.00	
Total Liabilities, Equity and Current Surplus (Deficit):		<u>0.00</u>

Balance Sheet**As Of 12/31/2017**

	Balance	
Fund: 91 - Hutto Has Heart		
Assets		
Total Assets:	0.00	<u>0.00</u>
Liability		
Total Liability:	0.00	
Equity		
Total Beginning Equity:	0.00	
Total Equity and Current Surplus (Deficit):	0.00	
Total Liabilities, Equity and Current Surplus (Deficit):		<u>0.00</u>

Balance Sheet**As Of 12/31/2017**

		Balance
Fund: 99 - Pooled Cash Fund		
Assets		
	Total Assets:	<u>2,249,581.53</u>
		<u><u>2,249,581.53</u></u>
Liability		
	Total Liability:	<u>2,249,581.53</u>
Equity		
	Total Beginning Equity:	<u>0.00</u>
	Total Equity and Current Surplus (Deficit):	0.00
	Total Liabilities, Equity and Current Surplus (Deficit):	<u><u>2,249,581.53</u></u>



Fund Balance Report

As Of 12/31/2017

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
10 - General Fund	4,657,085.73	814,720.58	2,868,961.72	2,602,844.59
11 - General Debt Service Fund	218,415.92	84,719.10	470.00	302,665.02
13 - General Capital Replacement	481,198.22	0.00	0.00	481,198.22
19 - General Fixed Assets Grp. Fund	70,496,093.82	0.00	0.00	70,496,093.82
20 - Court Technology Fund	9,599.97	1,339.30	9,373.12	1,566.15
21 - Court Security Fund	27,790.72	1,004.48	0.00	28,795.20
22 - Court Training Fund	2,153.37	75.00	0.00	2,228.37
24 - Hotel Tax Fund	145,751.60	45,941.00	3,665.00	188,027.60
25 - Hutto Police Seizure Fund	14,242.08	0.00	0.00	14,242.08
26 - ATS Red Light Camera Fund	95,946.77	0.00	71.78	95,874.99
27 - PEG Capital Fees	72,593.81	0.00	0.00	72,593.81
40 - Park Improvement Fund	315,791.61	0.00	0.00	315,791.61
50 - Utility Fund	14,491,244.34	2,735,655.95	2,132,950.05	15,093,950.24
51 - Utility Debt Service Fund	0.00	0.00	530.00	-530.00
52 - Impact Fees Fund	0.00	165,122.50	0.00	165,122.50
53 - Utility Capital Replacement	345,833.37	0.00	0.00	345,833.37
55 - UF Capital Improvement Project	8,631.00	0.00	0.00	8,631.00
60 - Capital Improvements Project	654,736.10	800.00	1,238,887.56	-583,351.46
62 - Streets Construction Fund	0.00	0.00	537,415.14	-537,415.14
70 - Solid Waste Fund	221,935.25	344,626.09	207,028.00	359,533.34
90 - Orange Santa Fund	0.00	0.00	0.00	0.00
91 - Hutto Has Heart	0.00	0.00	0.00	0.00
99 - Pooled Cash Fund	0.00	0.00	0.00	0.00
Report Total:	92,259,043.68	4,194,004.00	6,999,352.37	89,453,695.31

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 11A.

AGENDA DATE: January 18, 2018

PRESENTED BY:

ITEM:

Work Session on Mobility Master Plan with City Council and the Planning and Zoning Commission. (Helen Ramirez)

STRATEGIC GUIDE POLICY:

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

SUPPORTING MATERIAL:

There are no supporting documents.

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 13A. **AGENDA DATE:** January 18, 2018

PRESENTED BY: Helen Ramirez, Assistant City Manager

ITEM:
Consideration and possible action regarding the appointment of Tax Increment Reinvestment Zone (TIRZ) board members. (Helen Ramirez)

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:

The ordinance creating the Reinvestment Zone No. One provides that the City shall appoint three members of the five-member board for the Zone and the chairperson of the board.

BUDGETARY AND FINANCIAL SUMMARY:

Not Applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not Applicable.

CITY ATTORNEY REVIEW:

The City Attorney has reviewed as to form.

STAFF RECOMMENDATION:

Staff recommends the appointment of three members of the five-member board and the chairperson of the board.

SUPPORTING MATERIAL:

There are no supporting documents.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 13B. **AGENDA DATE:** January 18, 2018

PRESENTED BY: Lucretia Alvarez, City Secretary

ITEM:

Consideration and possible action regarding appointments of board members to the Building and Standards Commission, Ethics Review Commission, Historic Preservation Commission, Library Advisory Board, Parks Advisory Board, Planning and Zoning Commission, and Zoning Board of Adjustments. (Lucretia Alvarez)

STRATEGIC GUIDE POLICY: Quality of Life & Services

ITEM BACKGROUND:

City of Hutto boards and commissions are due for appointments to fill vacancies and also re-appointments of expired terms. Applications are received all year round for citizens who are interested in serving on their city boards and commissions. Board members are appointed for either 2 year terms or 3 year terms, depending on the specific board they serve.

BUDGETARY AND FINANCIAL SUMMARY:

Not Applicable

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not Applicable

CITY ATTORNEY REVIEW:

Not Applicable

STAFF RECOMMENDATION:

Staff recommends reappointing the members with terms expired in 2017, and appointing new members to vacancies in order to meet quorum requirements at regular scheduled meetings.

SUPPORTING MATERIAL:

There are no supporting documents.