CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
THURSDAY, JULY 21, 2016 AT 7:00 PM
CITY HALL - CITY COUNCIL CHAMBERS
401 WEST FRONT STREET

CITY COUNCIL
Doug Gaul, Mayor
Anne Cano, Place 1
Tom Hines, Place 2
Nathan Killough, Place 3
Michael J. Smith, Place 4, Mayor Pro-tem
Lucio Valdez, Place 5
Bettina Jordan, Place 6

AGENDA

1. CALL SESSION TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PROCLAMATIONS:

5A. Proclamation recognizing the month of August 2016, as "Breast Feeding Awareness Month" in the City of Hutto.

5B. Proclamation declaring August 2, 2016, as 'National Night Out' in the City of Hutto in recognition of the community activities that will be held in the City.

5C. Proclamation declaring July 2016, as "Parks and Recreation Month" in the City of Hutto.

6. PUBLIC COMMENT
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 concerning the proposed Carol Meadows Section 2 Preliminary Plat, 34.49 acres, more or less, of land, 112 single family lots, located at Limmer Loop and Carol Drive.

7B. Consideration and possible action on the second reading of an ordinance amending the Fiscal Year 2015-16 Budget to reflect adjustments such as internal fund transfers, salary adjustments, and other miscellaneous items (Budget Amendment #3).

7C. Consideration and possible action on the second and final reading of an ordinance concerning the first amendment to the Fiscal Year 2016 Budget of the Hutto Economic Development Corporation.

REGULAR AGENDA ITEMS

8. ORDINANCES:

8A. Consideration and possible action on the first reading of an ordinance continuing Chapter 14 Offenses and Additional Provisions, Division 2 Curfew, of the City of Hutto Code of Ordinances regarding juvenile curfew regulations.

8B. Consideration of a public hearing and possible action on the first reading of an ordinance concerning the zoning change for 485 FM 685, 0.944 acres, more or less, of land, Lot C7, Block G of the Enclave At Brushy Creek Section 1, from SF-1 (single family residential) to B-2 (general commercial) zoning district.

8C. Consideration and possible action on the first reading of an ordinance concerning the adoption of the Hutto Economic Development Corporation Fiscal Year 2016-17 Budget.

9. RESOLUTIONS:

9A. Consideration and possible action on a resolution directing the Development Services Department to prepare a Municipal Service Plan for the proposed annexation of the Malone Tract, 63.46 acres, more or less, of land located on CR 136, southwest of the intersection of FM 1660 South and CR 163.

9B. Consideration and possible action on a resolution regarding the execution of Amendment No. 2 to the Advanced Funding Agreement with TxDOT for funding of the FM 685 Widening and Bridge Replacement Project.
9C. Consideration and possible action on a resolution regarding the execution of an Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement On-system Project with no required match for the installation of a traffic signal on SH 130 at FM 685/Star Ranch Blvd., Hutto, Texas.

9D. Consideration and possible action on a resolution concerning an amendment to the Williamson County Regional Animal Shelter Interlocal Agreement.

9E. Consideration and possible action on a resolution concerning a memorandum of understanding with the YMCA of Greater Williamson County to jointly develop, operate, and maintain recreation fields to serve the Hutto community.

10. WORK SESSION:
    A work session is conducted for information or educational purposes. No action is taken by the Council on items listed. It is the policy of the City Council that public comment will not be allowed for work session items.

10A. Presentation and discussion concerning the Proposed Fiscal Year 2016-17 Annual Operating Budget.

10B. Work session on the East Street rehabilitation and parking lot project.

10C. Work session to update the City Council on the Hutto Economic Development Corporation's efforts to attract and expand economic development activities in Hutto.

11. EXECUTIVE SESSION:

11A. Executive Session as authorized by §551.087, Texas Government Code regarding deliberation, Economic Development Negotiations, including the following: Project Wire.

11B. Executive Session as authorized by §551.087, Texas Government Code regarding deliberation, Economic Development Negotiations, including the following: Project Tonk.

12. ADJOURNMENT

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

I certify that this notice of the July 21, 2016 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on Friday, the 15th day of July 2016 at 2:45pm.

Seth Gipson, City Secretary

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

Whereas, the Williamson County and Cities Health District’s Women, Infants and Children (WIC) Program takes this occasion to educate, inform, and encourage breast-feeding mothers on the importance of health care for mothers and babies; and

Whereas, the mission of WIC is focused on improving the nutritional status of low and moderate income women, infants, and children by providing food, nutrition and breastfeeding education; and

Whereas, the goals of WIC are to highlight the importance of breast milk for infants as well as the support that is available throughout the community and to make sure that the importance of breastfeeding reaches as many people as possible,

Now Therefore, I, Doug Gaul, Mayor of the City of Hutto do hereby proclaim the month of August, 2016 as

“BREAST-FEEDING AWARENESS MONTH”

in Hutto and urge all citizens to take part in recognizing the successes of healthy mothers and healthy children and to help by providing encouragement to breast-feeding mothers.

Proclaimed this the 21st day of July, 2016.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor
Official Proclamation

Whereas, the Hutto Police Department along with the National Association of Town Watch is participating in a unique, nationwide crime and drug prevention program on August 2, 2016, called “National Night Out”; and

Whereas, the 33rd Annual National Night Out provides a unique opportunity for Hutto to join forces with thousands of other communities across the country in promoting cooperative, police community crime prevention, and the enhancement of quality-of-life issues; and

Whereas, the citizens of Hutto play a vital role in assisting the Police Department through joint crime, drug prevention, and reporting efforts in Hutto; and

Whereas, it is essential that all citizens of Hutto be aware of the importance of crime prevention programs and the impact their participation can have on reducing crime, drugs, and violence in Hutto; and

Whereas, police-community partnerships, neighborhood safety, awareness, and cooperation are important themes of the National Night Out program.

Now Therefore, I, DOUG GAUL, MAYOR of the City of Hutto do hereby proclaim August 2, 2016, as the

“33rd ANNUAL NATIONAL NIGHT OUT”

and call upon all citizens to join with me in supporting this important night.

Proclaimed this 21st day of July, 2016.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor
Official Proclamation

Whereas, public parks and recreation systems are dedicated to enhancing the quality of life for millions of residents in communities around the world, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region through recreation programming, leisure activities and conservation efforts; and

Whereas, parks and recreation programs increase a community’s economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

Whereas, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air, provide vegetative buffers to development, produce habitats for wildlife, and ensure the ecological beauty of our community; and

Whereas, recreation programs such as Park Kids Summer Camp, Men’s & CoRec Softball leagues, Summer Track Club, Movies in the Park, are programs which keep children and adults active and healthy as well as promote Hutto’s park system; and

Whereas, in observance of Recreation and Parks Month, we recognize the vital contributions of the volunteers who have served or currently serve on the Parks Advisory Board, various youth sports organizations, and the employees of our parks and recreation department and also recognize the dedicated supporters that keep public parks clean and safe for visitors, organize youth activities, provide educational programs, advocate for more open space, ensure that facilities are safe and accessible places for all citizens to enjoy, and unselfishly raise funds for local improvements.

Now, Therefore, I, DOUG GAUL, MAYOR, of the City of Hutto, do hereby proclaim the month of July, 2016 as

HUTTO PARKS & RECREATION MONTH

in the City of Hutto and applaud the continued celebration of our Parks and Recreation system in the community. I further encourage the community to stay active by visiting their neighboring parks and trails.

Proclaimed this the 21st day of July, 2016.

CITY OF HUTTO, TEXAS

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Doug Gaul, Mayor
AGENDA ITEM NO.: 7A.  
AGENDA DATE: July 21, 2016

PRESENTED BY: Helen Ramirez, AICP, Director, Development Services

ITEM: Consideration and possible action on a resolution concerning the proposed Carol Meadows Section 2 Preliminary Plat, 34.49 acres, more or less, of land, 112 single family lots, located at Limmer Loop and Carol Drive.

STRATEGIC GUIDE POLICY: Growth Guidance

ITEM BACKGROUND:
The proposed preliminary plat of Carol Meadows, Section 2 consists of 34.49 acres, and includes 112 single-family lots. The proposed preliminary plat will replace Section 2 of the existing preliminary plan, which was reviewed by the Planning and Zoning Commission on August 23, 1999, and approved by City Council on October 18, 1999.

The proposed subdivision is located on the north side of Limmer Loop between FM 1660 North and CR 132. This subdivision will tie into Carol Meadows Section 1 via Carol Drive and Kate’s Way. The connection between Kate’s Way and Limmer Loop will be completed as a part of this project in order to provide connectivity from the south side to the north side of Limmer Loop as part of a future Limmer Loop project.

The primary reason for amending the existing plan is to accommodate the large Lower Colorado River Authority (LCRA) easement, which was added parallel to Limmer Loop, subsequent to the approval of the original preliminary plat. Because the existing LCRA easement (2.94 acres) precipitated the proposed revised preliminary plat, the proposed preliminary plat is vested under the 1986 Subdivision Code, which was in place in 2000 when the original preliminary plan was approved.

The proposed preliminary plat is similar to the approved preliminary plan for Carol Meadows, Section 2 in street layout and density. The original plan showed 146 single-family lots, while the proposed plan shows 112 single-family lots. Changes to the street layout include the elimination of four cul-de-sac streets on the west side of the subdivision, and the inclusion of a larger detention pond than was provided in the approved plan. The revised preliminary plat also identifies the detention pond as open space. The overall connectivity in the proposed plan is similar to what was approved in the original plan. Both layouts show two connections to Limmer Loop, and one stub-out to the north that will connect to the future Hutto Highlands Section Two. Additionally, the original
plan showed six dead-end cul-de-sacs, while the proposed plan shows only four.

Staff finds that the proposed preliminary plat is consistent enough with the approved preliminary plan that it does not constitute a substantive change to the approved preliminary plan. Therefore, the revised plan retains its vesting under the 1986 Subdivision Code. Staff finds that the proposed preliminary plat conforms to the standards outlined in the City’s 1986 Subdivision Code.

**BUDGETARY AND FINANCIAL SUMMARY:**
Not applicable.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**
The Planning and Zoning Commission recommended approval to City Council on July 5, 2016. The motion passed unanimously.

**CITY ATTORNEY REVIEW:**
Not applicable.

**STAFF RECOMMENDATION:**
Staff comments regarding the proposed plat were minor, and have been addressed. Therefore, staff recommends that the Council approve the resolution.

**SUPPORTING MATERIAL:**
1. Resolution-Carol Meadows Section 2 Preliminary Plat
2. Exhibit A - Carol Meadows Section 2 Preliminary Plat
RESOLUTION NO.

A RESOLUTION APPROVING THE PRELIMINARY PLAT KNOWN AS “CAROL MEADOWS SECTION 2”, 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 preliminary plat known as “Carol Meadows Section 2”, a copy of same being attached hereto as “Exhibit A” and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the 21st day of the month July, 2016.

THE CITY OF HUTTO, TEXAS

__________________________________________
Doug Gaul, Mayor

ATTEST:

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Seth Gipson, City Secretary
CITY OF HUTTO
CITY COUNCIL AGENDA

AGENDA ITEM NO.: 7B. AGENDA DATE: July 21, 2016

PRESENTED BY: Melanie Melancon, Finance Director

ITEM: Consideration and possible action on the second reading of an ordinance amending the Fiscal Year 2015-16 Budget to reflect adjustments such as internal fund transfers, salary adjustments, and other miscellaneous items (Budget Amendment #3).

STRATEGIC GUIDE POLICY: Fiscal and Budgetary

ITEM BACKGROUND: This represents the third amendment of the FY16 Budget. The amendment is detailed in the Exhibit A Fund Summaries. The main purpose of the amendment is to adjust internal transfer from General Fund to CIP Fund, salary adjustments, and other miscellaneous items.

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 second reading of the ordinance.

SUPPORTING MATERIAL:
1. Ordinance - FY16 BA#3
2. Budget Amendment #3 - Exhibit A
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE FISCAL YEAR 2015-16 BUDGET TO ADJUST INTERNAL FUND TRANSFER, SALARY ADJUSTMENTS, AND OTHER MISCELLANEOUS ITEMS.

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, 2015, and ending September 30, 2016, 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, 2015, and ending September 30, 2016.

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, Chapt. 551, Tex. Gov't. Code.

READ and APPROVED on first reading on this the 7th day of July 2016, 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 21st day of July 2016, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

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Doug Gaul, Mayor

ATTEST:

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Seth Gipson, City Secretary
## GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #3</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
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<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Taxes</td>
<td>5,388,840</td>
<td>5,489,938</td>
<td>5,491,836</td>
<td>102,996</td>
<td>101.88%</td>
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<td>Sales Taxes</td>
<td>3,310,751</td>
<td>1,692,760</td>
<td>2,441,061</td>
<td>130,310</td>
<td>73.26%</td>
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<td>Franchise Fees</td>
<td>729,104</td>
<td>232,867</td>
<td>744,892</td>
<td>15,788</td>
<td>31.94%</td>
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<td>Building and Development</td>
<td>688,400</td>
<td>635,182</td>
<td>698,172</td>
<td>(9,772)</td>
<td>92.27%</td>
</tr>
<tr>
<td>Fines</td>
<td>281,500</td>
<td>199,507</td>
<td>281,500</td>
<td>-</td>
<td>70.87%</td>
</tr>
<tr>
<td>Interlocal - HSD Reimbursement for SRO</td>
<td>153,000</td>
<td>120,358</td>
<td>120,358</td>
<td>(32,642)</td>
<td>78.67%</td>
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<tr>
<td>Park Revenues</td>
<td>132,030</td>
<td>77,416</td>
<td>132,030</td>
<td>-</td>
<td>58.64%</td>
</tr>
<tr>
<td>Other</td>
<td>504,663</td>
<td>141,326</td>
<td>544,918</td>
<td>32,255</td>
<td>28.00%</td>
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<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>10,188,288</td>
<td>8,589,374</td>
<td>10,454,767</td>
<td>238,935</td>
<td>84.31%</td>
</tr>
</tbody>
</table>

| **EXPENDITURES**   |        |                |            |            |         |
| City Manager's Office | 588,287 | 427,399       | 638,116    | 49,829     | 72.65%  |
| City Council        | 514,890  | 419,148       | 561,480    | (7,000)    | 75.59%  |
| City Secretary's Office | 173,109 | 112,688       | 173,109    | -          | 65.10%  |
| Human Resources     | 328,747  | 228,656       | 328,747    | -          | 69.55%  |
| Downtown            | 166,083  | 116,907       | 166,083    | -          | 70.39%  |
| GIS                 | 76,190   | 55,422        | 76,190     | -          | 72.74%  |
| **Total City Administration** | 1,886,896 | 1,360,220     | 1,943,725  | 42,829     | 72.09%  |
| Finance             |         |                |            |            |         |
| Administration      | 551,161  | 375,753       | 551,161    | -          | 68.17%  |
| **Total Finance**   | 551,161  | 375,753       | 551,161    | -          | 68.17%  |
| Development Services|         |                |            |            |         |
| Planning            | 436,946  | 303,424       | 436,946    | -          | 69.44%  |
| Inspections & Code Enforcement | 434,627 | 253,202       | 434,627    | -          | 58.26%  |
| Engineering         | 319,693  | 164,128       | 290,448    | (29,245)   | 51.34%  |
| **Total Development Services** | 1,191,286 | 720,733       | 1,162,021  | (29,245)   | 60.50%  |
| Public Works        |         |                |            |            |         |
| Administration      | 235,818  | 153,148       | 235,818    | -          | 64.94%  |
| Animal Control      | 142,539  | 114,021       | 142,539    | -          | 79.99%  |
| Streets & Drainage  | 835,112  | 612,602       | 845,112    | 10,000     | 73.36%  |
| **Total Public Works** | 1,213,469 | 879,770       | 1,223,469  | 10,000     | 72.50%  |
| Public Safety       |         |                |            |            |         |
| Administration      | 779,973  | 471,050       | 799,973    | -          | 58.88%  |
| Patrol              | 2,110,455 | 1,578,092     | 2,156,195  | 47,000     | 74.77%  |
| Investigations      | 373,351  | 210,242       | 373,351    | -          | 56.31%  |
| School Resource Officer | 174,328 | 104,479       | 174,328    | -          | 59.93%  |
| **Total Public Safety** | 3,458,147 | 2,363,864     | 3,505,847  | 47,000     | 68.36%  |
| Parks               |         |                |            |            |         |
| Parks Administration | 269,463  | 208,403       | 269,463    | -          | 77.34%  |
| Recreation          | 248,715  | 99,519        | 248,715    | -          | 40.01%  |
| Parks Maintenance   | 398,233  | 283,574       | 418,233    | 20,000     | 71.21%  |
| **Total Parks**     | 916,411  | 591,496       | 936,411    | 20,000     | 64.54%  |
| General Services    |         |                |            |            |         |
| Administration      | 188,298  | 127,735       | 188,298    | -          | 67.84%  |
| Information Technology | 677,851 | 484,085       | 704,851    | 27,000     | 71.41%  |
| Municipal Court     | 186,004  | 121,500       | 186,004    | -          | 65.32%  |
| Library             | 254,880  | 187,666       | 256,312    | 1,632      | 73.63%  |
| Facility Maintenance | 46,387   | 30,905        | 50,067     | 1,062      | 56.99%  |
| **Total General Services** | 1,355,400 | 951,890       | 1,385,722  | 30,332     | 70.28%  |

| Non-Departmental    | 441,762  | 363,316       | 423,762    | (18,000)   | 82.24%  |
| **TOTAL EXPENDITURES** | 11,014,512 | 7,607,064     | 11,132,128 | 103,616    | 69.06%  |

| **OTHER FINANCING SOURCES** |        |                |            |            |         |
| Transfer In          | 370,240  | -              | 370,240    | -          | 0.00%   |
| Transfer Out         | (88,000) | -              | (496,340)  | (408,340)  | 0.00%   |
| **Total Other Financing Sources** | 282,240 | -              | (126,100)  | (408,340)  | 0.00%   |

| **NET CHANGE IN FUND BALANCE** | (543,984) | (803,461) | (273,021) | 0.00% |

| **Beginning Fund Balance** | 3,590,125 | -         | 3,590,125 | -     |
| **Contingency Reserves**   | 2,757,878 | 2,783,032  | 25,154    |       |
| **UNRESERVED ENDING FUND BALANCE** | 288,263 | 3,632 | (298,180) |       |
## GENERAL DEBT SERVICE FUND

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<tr>
<th></th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #3</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
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<td><strong>REVENUES</strong></td>
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<tr>
<td>Property Taxes</td>
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<td>1,156,650</td>
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<td>Interest</td>
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<td>942</td>
<td>1,000</td>
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<td>Rental Income</td>
<td>34,557</td>
<td>25,918</td>
<td>34,557</td>
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<td>75.00%</td>
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<td><strong>Total Revenues</strong></td>
<td>1,192,932</td>
<td>1,183,510</td>
<td>1,192,932</td>
<td>-</td>
<td>99.21%</td>
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<td><strong>EXPENDITURES</strong></td>
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<tr>
<td>Principal Reduction</td>
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<td>-</td>
<td>622,900</td>
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<tr>
<td>Interest</td>
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<td>278,597</td>
<td>593,267</td>
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<td>46.96%</td>
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<tr>
<td>Paying Agent Fees</td>
<td>1,750</td>
<td>506</td>
<td>1,750</td>
<td>-</td>
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<tr>
<td><strong>Total - Debt Service</strong></td>
<td>1,217,917</td>
<td>279,103</td>
<td>1,217,917</td>
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<td>76%</td>
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<tr>
<td><strong>OTHER FINANCING SOURCES</strong></td>
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<tr>
<td>Transfers In</td>
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<tr>
<td>Transfers Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>Total Other Financing Sources</strong></td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>NET CHANGE IN FUND BALANCE</strong></td>
<td>(24,985)</td>
<td>(24,985)</td>
<td>-</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>83,925</td>
<td>83,925</td>
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<tr>
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<td>58,940</td>
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<td></td>
<td>BUDGET</td>
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<td>AMENDED #3</td>
<td>DIFFERENCE</td>
<td>%BUDGET</td>
</tr>
<tr>
<td>------------------------------</td>
<td>--------</td>
<td>----------------</td>
<td>------------</td>
<td>------------</td>
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<td><strong>REVENUES</strong></td>
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<td>Sale of Assets</td>
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<td>-</td>
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<tr>
<td>Interest and Other</td>
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<tr>
<td>Total Revenues</td>
<td>-</td>
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<td>-</td>
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<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YMCA Building Repair &amp; Maint</td>
<td>20,000</td>
<td>2,465</td>
<td>40,000</td>
<td>20,000</td>
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<tr>
<td>Total Expenses</td>
<td>20,000</td>
<td>2,465</td>
<td>40,000</td>
<td>20,000</td>
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<tr>
<td><strong>OTHER FINANCING SOURCES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfers In</td>
<td>100,000</td>
<td>-</td>
<td>120,000</td>
<td>20,000</td>
<td>0.00%</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Total Other Financing Sources</td>
<td>100,000</td>
<td>-</td>
<td>120,000</td>
<td>20,000</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>NET CHANGE IN FUND BALANCE</strong></td>
<td>80,000</td>
<td>(2,465)</td>
<td>80,000</td>
<td>-</td>
<td>-3.08%</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>570,000</td>
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<tr>
<td>ENDING FUND BALANCE</td>
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## Court Fee Funds

<table>
<thead>
<tr>
<th></th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #3</th>
<th>Difference</th>
<th>%Budget</th>
</tr>
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<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Court Technology Fees</td>
<td>7,000</td>
<td>4,473</td>
<td>7,000</td>
<td>-</td>
<td>63.90%</td>
</tr>
<tr>
<td>Court Security Fees</td>
<td>5,100</td>
<td>3,355</td>
<td>5,100</td>
<td>-</td>
<td>65.78%</td>
</tr>
<tr>
<td>Court Training Fees</td>
<td>500</td>
<td>313</td>
<td>500</td>
<td>-</td>
<td>62.50%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>12,600</td>
<td>8,140</td>
<td>12,600</td>
<td>-</td>
<td>64.61%</td>
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<tr>
<td><strong>Expenses</strong></td>
<td></td>
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<tr>
<td>Court Technology</td>
<td>7,024</td>
<td>693</td>
<td>7,024</td>
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<td>9.87%</td>
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<tr>
<td>Court Security</td>
<td>28,652</td>
<td>125</td>
<td>28,652</td>
<td>-</td>
<td>0.44%</td>
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<tr>
<td>Court Training</td>
<td>1,939</td>
<td>-</td>
<td>1,939</td>
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<td><strong>Total Expenses</strong></td>
<td>37,615</td>
<td>818</td>
<td>37,615</td>
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<td>2.17%</td>
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<td><strong>Other Financing Sources</strong></td>
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</tr>
<tr>
<td>Transfers In</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total Other Financing Sources</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td><strong>Net Change in Fund Balance</strong></td>
<td>(25,015)</td>
<td>(25,015)</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>30,550</td>
<td>30,550</td>
<td>30,550</td>
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<tr>
<td><strong>Ending Fund Balance</strong></td>
<td>5,540</td>
<td>-</td>
<td>5,540</td>
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</table>
## City of Hutto 2015-16 Budget Amendment #3

### Hotel Tax Fund

<table>
<thead>
<tr>
<th></th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #3</th>
<th>Difference</th>
<th>% Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hotel Occupancy Tax</td>
<td>180,000</td>
<td>167,082</td>
<td>180,000</td>
<td>-</td>
<td>92.82%</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>180,000</td>
<td>167,082</td>
<td>180,000</td>
<td>-</td>
<td>92.82%</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Museum Curation</td>
<td>10,000</td>
<td>-</td>
<td>10,000</td>
<td>-</td>
<td>0.00%</td>
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<tr>
<td>Contributions to Civic Programs</td>
<td>114,050</td>
<td>38,697</td>
<td>114,050</td>
<td>-</td>
<td>33.93%</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>124,050</td>
<td>38,697</td>
<td>124,050</td>
<td>-</td>
<td>31.19%</td>
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<tr>
<td><strong>Other Financing Sources</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfers In</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>(78,240)</td>
<td>-</td>
<td>(78,240)</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Other Financing Sources</td>
<td>(78,240)</td>
<td>-</td>
<td>(78,240)</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Net Change in Fund Balance</strong></td>
<td>(22,290)</td>
<td>(22,290)</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
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<tr>
<td>Beginning Fund Balance</td>
<td>56,718</td>
<td>56,718</td>
<td>56,718</td>
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</tr>
<tr>
<td><strong>Ending Fund Balance</strong></td>
<td>34,428</td>
<td>34,428</td>
<td>34,428</td>
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</table>
### RED LIGHT CAMERAS FUND

#### REVENUES

<table>
<thead>
<tr>
<th></th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #3</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Red Light Camera Tickets</td>
<td>180,000</td>
<td>48,625</td>
<td>180,000</td>
<td>-</td>
<td>27.01%</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>180,000</td>
<td>48,625</td>
<td>180,000</td>
<td>-</td>
<td>27.01%</td>
</tr>
</tbody>
</table>

#### EXPENDITURES

<table>
<thead>
<tr>
<th></th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #3</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payments to ATS</td>
<td>175,000</td>
<td>175,000</td>
<td>175,000</td>
<td>-</td>
<td>100.00%</td>
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<tr>
<td>Remittance to State</td>
<td>11,940</td>
<td>-</td>
<td>11,940</td>
<td>-</td>
<td>0.00%</td>
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<tr>
<td>Other Supplies &amp; Materials</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
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<tr>
<td>Total Expenses</td>
<td>186,940</td>
<td>175,000</td>
<td>186,940</td>
<td>-</td>
<td>93.61%</td>
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</table>

#### OTHER FINANCING SOURCES (USES)

<table>
<thead>
<tr>
<th></th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #3</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfers In</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Other Financing Sources (Uses)</td>
<td>-</td>
<td>-</td>
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#### NET CHANGE IN FUND BALANCE

<table>
<thead>
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<th></th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #3</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance</td>
<td>70,848</td>
<td>70,848</td>
<td>70,848</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Ending Fund Balance</td>
<td>63,908</td>
<td>-</td>
<td>63,908</td>
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## PEG Fund Budget

<table>
<thead>
<tr>
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<th>YTD/Encumbered</th>
<th>Amended #3</th>
<th>Difference</th>
<th>% Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PEG Capital Fees</td>
<td>29,131</td>
<td>24,404</td>
<td>29,131</td>
<td>-</td>
<td>83.77%</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>29,131</td>
<td>24,404</td>
<td>29,131</td>
<td>-</td>
<td>83.77%</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technology Equipment and Supplies</td>
<td>24,287</td>
<td>245</td>
<td>24,287</td>
<td>-</td>
<td>1.01%</td>
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<tr>
<td>Professional Services</td>
<td>24,190</td>
<td>-</td>
<td>24,190</td>
<td>-</td>
<td>0.00%</td>
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<tr>
<td>Communication Services</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>48,477</td>
<td>245</td>
<td>48,477</td>
<td>-</td>
<td>0.51%</td>
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<tr>
<td><strong>Other Financing Sources</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Transfers In</td>
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<td>N/A</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Other Financing Sources</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Net Change in Fund Balance</strong></td>
<td>(19,346)</td>
<td>(19,346)</td>
<td>-</td>
<td>0.00%</td>
<td></td>
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<tr>
<td>Beginning Fund Balance</td>
<td>19,346</td>
<td>19,346</td>
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<td></td>
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</tr>
<tr>
<td><strong>Ending Fund Balance</strong></td>
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<td>-</td>
<td>-</td>
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## REVENUES

<table>
<thead>
<tr>
<th>Source</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #3</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Revenues</td>
<td>4,988,006</td>
<td>3,061,863</td>
<td>4,988,006</td>
<td>-</td>
<td>61.38%</td>
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<tr>
<td>Wastewater Revenues</td>
<td>3,348,861</td>
<td>2,469,233</td>
<td>3,348,861</td>
<td>-</td>
<td>73.73%</td>
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<tr>
<td>Connection Fees</td>
<td>216,154</td>
<td>189,386</td>
<td>216,154</td>
<td>-</td>
<td>87.62%</td>
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<tr>
<td>Other</td>
<td>528,740</td>
<td>214,675</td>
<td>528,740</td>
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<td>40.60%</td>
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<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>9,081,761</td>
<td>5,995,137</td>
<td>9,081,761</td>
<td>-</td>
<td>65.35%</td>
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## EXPENDITURES

**Public Works**

<table>
<thead>
<tr>
<th>Service</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #3</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Services</td>
<td>4,232,574</td>
<td>2,321,509</td>
<td>4,429,647</td>
<td>208,073</td>
<td>54.85%</td>
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<tr>
<td>Adjusted for Taylor Water contact; HOT Well Analysis Study</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Wastewater Services</td>
<td>1,426,876</td>
<td>1,021,874</td>
<td>1,456,876</td>
<td>19,000</td>
<td>71.62%</td>
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<tr>
<td>Corrected split for Utility Rate Model</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total - Public Works</strong></td>
<td>5,659,450</td>
<td>3,343,384</td>
<td>5,886,523</td>
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</table>

**General Services**

<table>
<thead>
<tr>
<th>Service</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #3</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utility Billing</td>
<td>677,117</td>
<td>465,368</td>
<td>677,117</td>
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<td>68.73%</td>
</tr>
<tr>
<td><strong>Total - General Services</strong></td>
<td>677,117</td>
<td>465,368</td>
<td>677,117</td>
<td>-</td>
<td>68.73%</td>
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</tbody>
</table>

**Utility Fund CIP**

<table>
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<tr>
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<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #3</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hwy 79 WW Interceptor Rehab</td>
<td>9,313</td>
<td>9,313</td>
<td>9,313</td>
<td>-</td>
<td>100.00%</td>
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<tr>
<td><strong>Total - UF CIP</strong></td>
<td>9,313</td>
<td>9,313</td>
<td>9,313</td>
<td>-</td>
<td>100.00%</td>
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</table>

**Non-Departmental**

<table>
<thead>
<tr>
<th>Service</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #3</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>24,665</td>
<td>24,665</td>
<td>24,665</td>
<td>-</td>
<td>-</td>
<td>87.08%</td>
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</table>

**TOTAL EXPENSES**

<table>
<thead>
<tr>
<th>Service</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #3</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>6,370,545</td>
<td>6,393,542</td>
<td>6,597,618</td>
<td>227,073</td>
<td>60.27%</td>
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## OTHER FINANCING SOURCES

<table>
<thead>
<tr>
<th>Source</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #3</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer In (Impact Fees &amp; UF CIP)</td>
<td>900,000</td>
<td>-</td>
<td>1,362,743</td>
<td>462,743</td>
<td>0.00%</td>
</tr>
<tr>
<td>Increased based on actual collections</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer Out</td>
<td>(3,272,766)</td>
<td>(3,272,766)</td>
<td>(3,272,766)</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Other Financing Sources</strong></td>
<td>(2,372,766)</td>
<td>(1,910,023)</td>
<td>462,743</td>
<td>0.00%</td>
<td></td>
</tr>
</tbody>
</table>

## NET CHANGE IN WORKING CAPITAL

<table>
<thead>
<tr>
<th>Source</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #3</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>338,450</td>
<td>2,095,615</td>
<td>574,120</td>
<td>235,670</td>
<td>619.18%</td>
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</table>

**Beginning Working Capital**

<table>
<thead>
<tr>
<th>Source</th>
<th>BUDGET</th>
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<th>AMENDED #3</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
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<tbody>
<tr>
<td>4,862,341</td>
<td>4,862,341</td>
<td>-</td>
<td>-</td>
<td>Audited beginning fund balance</td>
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</table>

**Contingency Reserves**

<table>
<thead>
<tr>
<th>Source</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #3</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,911,164</td>
<td>1,979,285</td>
<td>68,121</td>
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**ENDING AVAILABLE WORKING CAPITAL**

<table>
<thead>
<tr>
<th>Source</th>
<th>BUDGET</th>
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<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>3,289,627</td>
<td>3,457,176</td>
<td>167,549</td>
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## CITY OF HUTTO
### 2015-16 BUDGET
#### AMENDMENT #3

**UTILITY DEBT SERVICE FUND**

<table>
<thead>
<tr>
<th></th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #3</th>
<th>Difference</th>
<th>% Budget</th>
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</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest and Other</td>
<td>500</td>
<td>1,145</td>
<td>500</td>
<td>-229</td>
<td>229%</td>
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<tr>
<td>Total Revenues</td>
<td>500</td>
<td>1,145</td>
<td>500</td>
<td>-229%</td>
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<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Debt Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal Reduction</td>
<td>1,237,100</td>
<td>-</td>
<td>1,237,100</td>
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<tr>
<td>Interest</td>
<td>1,775,509</td>
<td>855,425</td>
<td>1,775,509</td>
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<td>48%</td>
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<td>Paying Agent Fees</td>
<td>5,000</td>
<td>1,319</td>
<td>5,000</td>
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<td>26%</td>
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<td>Total - Debt Service</td>
<td>3,017,609</td>
<td>856,744</td>
<td>3,017,609</td>
<td>-</td>
<td>75%</td>
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<td><strong>OTHER FINANCING SOURCES</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Transfers In</td>
<td>2,840,915</td>
<td>-</td>
<td>2,840,915</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
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<tr>
<td>Total Other Financing Sources</td>
<td>2,840,915</td>
<td>-</td>
<td>2,840,915</td>
<td>-</td>
<td>0%</td>
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<tr>
<td><strong>NET CHANGE IN FUND BALANCE</strong></td>
<td>(176,194)</td>
<td>(176,194)</td>
<td>-</td>
<td>0.00%</td>
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<tr>
<td>Beginning Fund Balance</td>
<td>396,793</td>
<td>396,793</td>
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<tr>
<td>Ending Fund Balance</td>
<td>220,599</td>
<td>220,599</td>
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### IMPACT FEES

<table>
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<tr>
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<th>Difference</th>
<th>%Budget</th>
</tr>
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<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Water Impact Fees</td>
<td>500,000</td>
<td>694,271</td>
<td>694,271</td>
<td>194,271</td>
<td>138.85%</td>
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<tr>
<td>Wastewater Impact Fees</td>
<td>400,000</td>
<td>668,472</td>
<td>668,472</td>
<td>268,472</td>
<td>167.12%</td>
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<td><strong>Total Revenues</strong></td>
<td>900,000</td>
<td>1,362,743</td>
<td>1,362,743</td>
<td>462,743</td>
<td>151.42%</td>
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<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
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<tr>
<td><strong>OTHER FINANCING SOURCES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfers In</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>(900,000)</td>
<td>-</td>
<td>(1,362,743)</td>
<td>(462,743)</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total Other Financing Sources</strong></td>
<td>(900,000)</td>
<td>-</td>
<td>(1,362,743)</td>
<td>(462,743)</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>NET CHANGE IN FUND BALANCE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>ENDING FUND BALANCE</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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</table>
**CITY OF HUTTO**  
**2015-16 BUDGET**  
**AMENDMENT #3**

**UTILITY CIP FUND**

<table>
<thead>
<tr>
<th></th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #3</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
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<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bond Interest</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Contributions</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Grant Revenue</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Bond Proceeds</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
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<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Capital Outlay System</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front St. Waterline</td>
<td>68,000</td>
<td>-</td>
<td>68,000</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Wastewater Capital Outlay System</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hutto South WWTP</td>
<td>14,637,939</td>
<td>14,302,300</td>
<td>14,637,939</td>
<td>-</td>
<td>97.71%</td>
</tr>
<tr>
<td>Enclave Pump Force Main</td>
<td>4,316,880</td>
<td>2,709,362</td>
<td>4,316,880</td>
<td>-</td>
<td>62.76%</td>
</tr>
<tr>
<td>Carmel Crossings Wastewater Interceptor</td>
<td>181,851</td>
<td>181,851</td>
<td>181,851</td>
<td>-</td>
<td>100.00%</td>
</tr>
<tr>
<td>Other Services and Charges</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bond Issuance Costs</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Total - Capital Improvements</td>
<td>19,204,670</td>
<td>17,193,513</td>
<td>19,204,670</td>
<td>-</td>
<td>89.53%</td>
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<tr>
<td><strong>OTHER FINANCING SOURCES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfers In</td>
<td>181,851</td>
<td>-</td>
<td>181,851</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Other Financing Sources</td>
<td>181,851</td>
<td>-</td>
<td>181,851</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>NET CHANGE IN FUND BALANCE</strong></td>
<td>(19,022,819)</td>
<td>(19,022,819)</td>
<td>-</td>
<td></td>
<td></td>
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<tr>
<td>Beginning Fund Balance</td>
<td>19,120,110</td>
<td>19,120,110</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>ENDING FUND BALANCE</td>
<td>97,290</td>
<td>97,290</td>
<td>-</td>
<td>-</td>
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</tr>
</tbody>
</table>
# City of Hutto 2015-16 Budget Amendment #3

## CIP Fund

### Revenues

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #3</th>
<th>Difference</th>
<th>%Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Earned</td>
<td>-</td>
<td>71</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Bond Interest</td>
<td>3,000</td>
<td>463</td>
<td>3,000</td>
<td>-</td>
<td>15.42%</td>
</tr>
<tr>
<td>Contributions</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Grant Revenue</td>
<td>1,002,000</td>
<td>-</td>
<td>1,238,111</td>
<td>(236,111)</td>
<td>0.00%</td>
</tr>
<tr>
<td>Bond Interest</td>
<td>3,000</td>
<td>463</td>
<td>3,000</td>
<td>-</td>
<td>15.42%</td>
</tr>
<tr>
<td>Parkland Fees</td>
<td>-</td>
<td>29,520</td>
<td>29,250</td>
<td>29,250</td>
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<tr>
<td>Bond Proceeds</td>
<td>6,550,000</td>
<td>-</td>
<td>6,550,000</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>7,565,000</td>
<td>30,054</td>
<td>7,830,361</td>
<td>(206,861)</td>
<td>0.40%</td>
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</tbody>
</table>

### Expenditures

#### Administration

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #3</th>
<th>Difference</th>
<th>%Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Co-Op Planning &amp; Design</td>
<td>3,446</td>
<td>3,449</td>
<td>3,446</td>
<td>-</td>
<td>100.08%</td>
</tr>
<tr>
<td>Gin Building Improvements</td>
<td>173,622</td>
<td>178,352</td>
<td>191,622</td>
<td>18,000</td>
<td>102.72%</td>
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<tr>
<td><strong>Public Works</strong></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Fencing Arterials</td>
<td>241,678</td>
<td>-</td>
<td>241,678</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>FM 685</td>
<td>874,245</td>
<td>44,455</td>
<td>153,890</td>
<td>(720,355)</td>
<td>5.08%</td>
</tr>
<tr>
<td>PW Facility Improvements</td>
<td>157,000</td>
<td>-</td>
<td>157,000</td>
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<tr>
<td>East St Reconstruction</td>
<td>1,234,000</td>
<td>199,997</td>
<td>1,234,000</td>
<td>-</td>
<td>16.21%</td>
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<tr>
<td>Pavement Management</td>
<td>990,000</td>
<td>-</td>
<td>990,000</td>
<td>-</td>
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</tr>
<tr>
<td>Limmer Loop Improvements</td>
<td>100,000</td>
<td>-</td>
<td>100,000</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Railroad Quiet Zones</td>
<td>100,000</td>
<td>-</td>
<td>100,000</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Parks</strong></td>
<td></td>
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<tr>
<td>Frits Park Improvements</td>
<td>2,832,439</td>
<td>55,500</td>
<td>3,300,000</td>
<td>467,561</td>
<td>1.96%</td>
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<tr>
<td><strong>Engineering</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>FM 1660 N Sidewalks</td>
<td>1,284,195</td>
<td>32,429</td>
<td>1,674,535</td>
<td>390,340</td>
<td>2.53%</td>
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<tr>
<td><strong>Other Services and Charges</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land</td>
<td>250,000</td>
<td>-</td>
<td>-</td>
<td>(250,000)</td>
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<tr>
<td>Animal Shelter Expansion</td>
<td>50,000</td>
<td>-</td>
<td>50,000</td>
<td>-</td>
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<tr>
<td>Bond Issuance Costs</td>
<td>52,920</td>
<td>-</td>
<td>52,920</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Debt Services</strong></td>
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<td></td>
<td></td>
<td></td>
<td>N/A</td>
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<tr>
<td><strong>Total Capital Improvements</strong></td>
<td>8,343,545</td>
<td>514,182</td>
<td>8,249,091</td>
<td>(94,454)</td>
<td>6.16%</td>
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</tbody>
</table>

### Other Financing Sources

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #3</th>
<th>Difference</th>
<th>%Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfers In</td>
<td>18,000</td>
<td>-</td>
<td>426,340</td>
<td>408,340</td>
<td>0.00%</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>18,000</td>
<td>-</td>
<td>426,340</td>
<td>408,340</td>
<td>0.00%</td>
</tr>
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</table>

### Net Change in Fund Balance

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #3</th>
<th>Difference</th>
<th>%Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance</td>
<td>(760,545)</td>
<td>7,610</td>
<td>295,933</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Ending Fund Balance</strong></td>
<td>(760,545)</td>
<td>7,610</td>
<td>768,155</td>
<td></td>
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</table>
## CITY OF HUTTO
### 2015-16 BUDGET
#### AMENDMENT #3

### SOLID WASTE

<table>
<thead>
<tr>
<th></th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #3</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
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<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solid Waste Franchise</td>
<td>103,483</td>
<td>58,981</td>
<td>103,483</td>
<td>-</td>
<td>57.00%</td>
</tr>
<tr>
<td>Late Fees</td>
<td>27,861</td>
<td>21,216</td>
<td>27,861</td>
<td>-</td>
<td>76.15%</td>
</tr>
<tr>
<td>Solid Waste User Fees</td>
<td>1,235,342</td>
<td>874,552</td>
<td>1,235,342</td>
<td>-</td>
<td>70.79%</td>
</tr>
<tr>
<td>Recycling Cart Fee</td>
<td>62,631</td>
<td>24,418</td>
<td>24,418</td>
<td>38,213</td>
<td>38.99%</td>
</tr>
<tr>
<td>Other</td>
<td>131,123</td>
<td>131,123</td>
<td>131,123</td>
<td>-</td>
<td>100.00%</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>1,560,440</td>
<td>1,110,289</td>
<td>1,522,227</td>
<td>38,213</td>
<td>71.15%</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waste Management</td>
<td>1,230,341</td>
<td>694,110</td>
<td>1,230,341</td>
<td>-</td>
<td>56.42%</td>
</tr>
<tr>
<td>Bad Debt</td>
<td>7,500</td>
<td></td>
<td>7,500</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>1,413,461</td>
<td>738,607</td>
<td>1,413,461</td>
<td>-</td>
<td>52.26%</td>
</tr>
<tr>
<td><strong>OTHER FINANCING SOURCES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfers In</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>(92,000)</td>
<td>-</td>
<td>(92,000)</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Other Financing Sources</td>
<td>(92,000)</td>
<td>-</td>
<td>(92,000)</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>NET CHANGE IN FUND BALANCE</strong></td>
<td>54,979</td>
<td>16,766</td>
<td>38,213</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>47,096</td>
<td></td>
<td>47,096</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ENDING FUND BALANCE</strong></td>
<td>102,075</td>
<td>63,862</td>
<td>(38,213)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
AGENDA ITEM NO.: 7C.  
AGENDA DATE: July 21, 2016

PRESENTED BY: Tim Chase, Hutto EDC President

ITEM: Consideration and possible action on the second and final reading of an ordinance concerning the first amendment to the Fiscal Year 2016 Budget of the Hutto Economic Development Corporation.

STRATEGIC GUIDE POLICY: Fiscal and Budgetary

ITEM BACKGROUND: The proposed amendment would not result in an increase or decrease of budget as it only transfers funds from one account to another.

HEDC Staff proposes the following adjustment:

- Move $10,000.00 from “Regular Full Time” to “Professional Fees (Administration)”.

- Move $9,000.00 from “Regular Full Time” to “Marketing.”

The City Council is asked to approve the budget and subsequent amendments of the Hutto Economic Development Corporation to comply with Section 501.073 of the Texas local government code which states:

Sec. 501.073. SUPERVISION BY AUTHORIZING UNIT. (a) The corporation’s authorizing unit will approve all programs and expenditures of a corporation and annually review any financial statements of the corporation.

BUDGETARY AND FINANCIAL SUMMARY:
The proposed amendment will not result in an increase in budgeted expenses.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**
The Hutto Economic Development Corporation Board approved the amendment at their May 2016 Board Meeting.

**CITY ATTORNEY REVIEW:**
Not applicable.

**STAFF RECOMMENDATION:**
Staff recommends approval of the ordinance.

**SUPPORTING MATERIAL:**
1. Ordinance - HEDC BA#1
2. Budget Amendment #1
3. BA#1 Summary
ORDINANCE NO. ______

AN ORDINANCE AMENDING ORDINANCE NO. ______, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION FOR THE FISCAL YEAR OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, AND OPEN MEETING CLAUSE.

WHEREAS, the Hutto Economic Development Corporation budget for the fiscal year October 1, 2015 through September 30, 2016, was duly presented to the City Council; now therefore,

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

SECTION I.

That the appropriations for the fiscal year October 1, 2015 through September 30, 2016 for the support of the Hutto Economic Development Corporation be fixed and determined for said terms in accordance with the expenditures shown in the EDC’s 2016 fiscal year budget, a summary of which is appended hereto as Exhibit A.

SECTION II.

That the budget, as shown in words and figures in Exhibit A, is hereby approved in all respects and adopted as the City’s budget for the fiscal year October 1, 2015 through September 30, 2016.

SECTION III. 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 IV. 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 V. Repealing Clause

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

SECTION VI. 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 VII.

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

READ and APPROVED on first reading on this the 7th day of July, 2016, at a regular meeting of the City Council of the City of Hutto.

READ, APPROVED and ADOPTED on second reading this 21st day of July, 2016, at a regular meeting of the City Council of the City of Hutto.

THE CITY OF HUTTO, TEXAS

________________________
Doug Gaul, Mayor

ATTEST:

____________________________
Seth Gipson, City Secretary
<table>
<thead>
<tr>
<th>Expense Accounts</th>
<th>Amended FY 16</th>
<th>Year to Date Expenditures</th>
<th>Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Human Resources</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Full Time</td>
<td>$252,850.00</td>
<td>$123,811.67</td>
<td>$129,038.33</td>
</tr>
<tr>
<td>FICA/Medicare</td>
<td>$22,000.00</td>
<td>$9,067.34</td>
<td>$12,932.66</td>
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<tr>
<td>Retirement</td>
<td>$28,000.00</td>
<td>$16,571.05</td>
<td>$11,428.95</td>
</tr>
<tr>
<td>Health/Life Insurance</td>
<td>$28,000.00</td>
<td>$13,721.85</td>
<td>$14,278.15</td>
</tr>
<tr>
<td>Payroll Fees</td>
<td>$750.00</td>
<td>$651.73</td>
<td>$98.27</td>
</tr>
<tr>
<td>Professional Development &amp; Dues</td>
<td>$25,000.00</td>
<td>$14,280.02</td>
<td>$10,719.98</td>
</tr>
<tr>
<td><strong>Total Human Resources</strong></td>
<td>$356,600.00</td>
<td>$178,103.66</td>
<td>$178,496.34</td>
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<tr>
<td><strong>Administration</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operational Expenses &amp; Supplies</td>
<td>$10,000.00</td>
<td>$3,811.43</td>
<td>$6,188.57</td>
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<tr>
<td>Office Equipment</td>
<td>$16,000.00</td>
<td>$11,539.52</td>
<td>$4,460.48</td>
</tr>
<tr>
<td>Office Rent</td>
<td>$44,000.00</td>
<td>$28,384.37</td>
<td>$15,615.63</td>
</tr>
<tr>
<td>Utilities</td>
<td>$12,000.00</td>
<td>$4,870.32</td>
<td>$7,129.68</td>
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<tr>
<td>Insurance</td>
<td>$1,500.00</td>
<td>$1,171.57</td>
<td>$328.43</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>$10,000.00</td>
<td>$12,975.60</td>
<td>$(2,975.60)</td>
</tr>
<tr>
<td>Community Relations</td>
<td>$12,000.00</td>
<td>$5,861.06</td>
<td>$6,138.94</td>
</tr>
<tr>
<td>Postage &amp; Shipping</td>
<td>$600.00</td>
<td>$150.93</td>
<td>$449.07</td>
</tr>
<tr>
<td>Miscellaneous Operating Expenses</td>
<td>$300.00</td>
<td>-</td>
<td>$300.00</td>
</tr>
<tr>
<td><strong>Total Administration</strong></td>
<td>$106,400.00</td>
<td>$68,764.80</td>
<td>$37,635.20</td>
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<tr>
<td><strong>Programs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Research</td>
<td>$7,000.00</td>
<td>$2,950.00</td>
<td>$4,050.00</td>
</tr>
<tr>
<td>Business Retention</td>
<td>$2,000.00</td>
<td>-</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Marketing</td>
<td>$42,000.00</td>
<td>$42,076.07</td>
<td>$(76.07)</td>
</tr>
<tr>
<td><strong>Total Programs</strong></td>
<td>$51,000.00</td>
<td>$45,026.07</td>
<td>$5,973.93</td>
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<tr>
<td><strong>Projects</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Targeted Infrastructure</td>
<td>$100,000.00</td>
<td>-</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>Professional Services</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Incentives</td>
<td>$60,000.00</td>
<td>$19,000.00</td>
<td>$41,000.00</td>
</tr>
<tr>
<td>Higher Education Project</td>
<td>$125,000.00</td>
<td>$125,000.00</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Projects</strong></td>
<td>$285,000.00</td>
<td>$144,000.00</td>
<td>$141,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$799,000.00</td>
<td>$435,894.53</td>
<td>$363,105.47</td>
</tr>
</tbody>
</table>

| Account Totals                           |               |                           |               |
| Checking - FSB                           |               |                           | $10,263.29    |
| TexPool                                  |               |                           | $533,062.04   |
| **Total**                                |               |                           | $543,325.33   |
MEMO

DATE:      May 17, 2016

TO:        Hutto Economic Development Corporation Board of Directors

FROM:      Tim Chase
           President and CEO

SUBJECT:   Agenda Item 6a
           Fiscal Year 2016 Budget Amendment

The Hutto Economic Development Corporation needs to make a budget adjustment. Due to additional legal fees in regards to Option Agreements and the updating of By Laws, Professional Fees (Administration) line item will need additional funds.

Additionally, due to prospecting travel last fall, the Marketing line item will need additional funds.

Staff proposes the following adjustment:

- Move $10,000.00 from “Regular Full Time” to “Professional Fees (Administration)”.
  -and-

- Move $9,000.00 from “Regular Full Time” to “Marketing.”

After the aforementioned adjustment, the affected line items will have the following remaining balances:

- Regular Full Time: $110,038.33
- Professional Fees: $7,024.40
- Marketing: $8,923.93
Consideration and possible action on the first reading of an ordinance continuing Chapter 14 Offenses and Additional Provisions, Division 2 Curfew, of the City of Hutto Code of Ordinances regarding juvenile curfew regulations.

STRATEGIC GUIDE POLICY: Public Safety

ITEM BACKGROUND:
The Hutto Independent School District (HISD) has adopted an open campus policy for the 2016/2017 school year. The open campus policy allows a senior status student, in good standing and attending Hutto High School, the option of leaving the school campus when they do not have a scheduled class, including the time period designated for lunch.

While the majority of senior status students are 17 years of age or older, there are numerous senior status students who have not reached 17 years of age. The City of Hutto juvenile curfew ordinance applies to juveniles who are under 17 years of age. The current juvenile curfew ordinance creates a violation for juveniles less than 17 years of age to be off campus during regularly scheduled school hours.

The juvenile curfew ordinance creates an exception for senior level students, under 17 years of age, who are off school grounds during regularly scheduled school hours. This incorporates the HISD open campus policy as an exception and defense under the City of Hutto juvenile curfew ordinance.

BUDGETARY AND FINANCIAL SUMMARY:
There is no budgetary or financial impact as a result of continuing this ordinance.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
There are no related advisory board recommendations.

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

STAFF RECOMMENDATION:
Staff recommends that the ordinance be continued.

**SUPPORTING MATERIAL:**
1. Ordinance - Readoption of Curfew
ORDINANCE NO.

AN ORDINANCE CONCERNING CHAPTER 14 OF THE CODE OF ORDINANCES (2014 EDITION), CITY OF HUTTO, TEXAS, TO RE-ADOPT ARTICLE 14.02, MINORS, DIVISION 2, CURFEW; ADOPTING A PENALTY CLAUSE AND DEFENSES FOR A VIOLATION OF SAID ORDINANCE; PROVIDING A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCS AND RESOLUTIONS.

WHEREAS, the neighboring cities of Round Rock, Taylor, and Georgetown, have adopted curfew ordinances; and

WHEREAS, Williamson County has also adopted a curfew ordinance which includes all of the extra-territorial jurisdiction of Hutto, and

WHEREAS, persons under the age of seventeen are particularly susceptible by their lack of maturity and experience both to participate in unlawful or gang-related activities and to be victims of older perpetrators; and

WHEREAS, the City of Hutto has an obligation to provide for the protection of minors from each other and from other persons in the area during nighttime hours, for the enforcement of parental control and responsibility of their children, for the reduction of the incidence of juvenile criminal activities, and for the protection of the general public; and

WHEREAS, it is in the interest of the public health, safety, morals and general welfare to attain the foregoing objectives and to diminish undesirable impact of juvenile and adult crime on the citizens of the City of Hutto.

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

I.

Sec. 14.02.031 Definitions

Curfew hours.

(1) From 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day;

(2) From 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday; and

(3) From 9:00 a.m. until 2:30 p.m., Monday through Friday, for each day that is a school day as provided each year on the official Hutto Independent School District calendar.
Emergency. An unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment. Any privately owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

Guardian.

(1) A person who, under court order, is the guardian of a minor; or

(2) A public or private agency with whom a minor has been placed by a court.

Minor. Any person under 17 years of age.

Operator. Any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

Parent. A person who is:

(1) A natural parent, adoptive parent, or stepparent of another person; or

(2) At least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.

Public Place. Any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.

Remain. To:

(1) Linger or stay; or

(2) Fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

Serious bodily injury. Bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

Sec. 14.02.032 Offenses

(a) A minor commits an offense if he/she remains in any public place or on the premises of any establishment within the city during curfew hours.
(b) A parent or guardian of a minor commits an offense if he/she knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the city during curfew hours.

(c) The owner, operator, or any employee of an establishment commits an offense if he/she knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

Sec. 14.02.033 Defenses

(a) It is a defense to prosecution under section 14.02.032 that the minor was:

   (1) Accompanied by the minor’s parent or guardian;

   (2) On an errand at the direction of the minor’s parent or guardian, without any detour or stop;

   (3) In a motor vehicle involved in interstate travel;

   (4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;

   (5) Involved in an emergency;

   (6) On the sidewalk abutting the minor’s residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor’s presence;

   (7) Attending an official school, religious, or other recreational activity supervised by adults and/or sponsored by the city, Hutto Independent School District, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and/or sponsored by the city, Hutto Independent School District, a civic organization, or another similar entity that takes responsibility for the minor;

   (8) Dismissed from school due to inclement weather days;

   (9) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or

   (10) Married or had been married or had disabilities of minority removed in accordance with chapter 31 of the Texas Family Code.
(11) Attending a bona fide home school program, pursuant to the Texas Education Code, during the periods enumerated under section 8.04.031, paragraph (3).

(12) A senior status student attending Hutto High School exercising a privilege under the open campus policy. This policy permits senior students, in good standing, to leave school grounds when they do not have a scheduled class, including the time period designated for lunch.

(b) It is a defense to prosecution under section 14.02.032 that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

Sec. 14.02.034 Enforcement

Before taking any enforcement action under this division, a police officer shall ask the apparent offender’s age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this division unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in section 14.02.033 is present.

Sec. 14.02.035 Penalty

(a) A person who violates a provision of this division is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine as provided in section 1.01.009 of this code.

(b) When required by section 51.08 of the Texas Family Code, as amended, the municipal court shall waive original jurisdiction over a minor who violates section 14.02.032(a) of this division and shall refer the minor to juvenile court.

II.

A. 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.

B. Repeal of Conflicting Ordinances

All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed to the extent of such conflict.

C. Severability

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, then such invalidity shall not affect or invalidate any of the other remaining phrases, clauses, sentences, paragraphs and section of this ordinance since the same would have been enacted by the City Council without the incorporation of any such invalid phrase, clause, sentence, paragraph or section. If a court of competent jurisdiction shall adjudge any provision of this ordinance to be invalid, such invalidity shall not affect any other provision or application 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.

D. **Effective Date**

This ordinance shall take effect immediately from and after its passage and any publication required, in accordance with provisions of the Texas Local Government Code, any applicable statutes, and the Code of Ordinances and Charter of the City of Hutto, Texas.

E. **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** the first reading of the ordinance on the _______ day of ________, 2016.

**READ, APPROVED, and ADOPTED** on the second reading of the ordinance on the ______ day of ________, 2016.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

**READ, APPROVED, and ADOPTED** this ______ day of ____________, 2016.

**CITY OF HUTTO, TEXAS**

________________________________________
Doug Gaul, Mayor

**ATTEST:**

________________________________________
Seth Gipson, City Secretary
AGENDA ITEM NO.: 8B.  
AGENDA DATE: July 21, 2016

PRESENTED BY: Helen Ramirez, AICP, Director, Development Services

ITEM: Consideration of a public hearing and possible action on the first reading of an ordinance concerning the zoning change for 485 FM 685, 0.944 acres, more or less, of land, Lot C7, Block G of the Enclave At Brushy Creek Section 1, from SF-1 (single family residential) to B-2 (general commercial) zoning district.

STRATEGIC GUIDE POLICY: Growth Guidance

ITEM BACKGROUND: The applicant is requesting a zoning change for the property located at 485 FM 685 from SF-1 (Single Family) to B-2 (General Commercial). The subject property is approximately 0.944 acres, as per the City’s Official Zoning Map, and is located on the northwest corner of FM 685 and Uvalde Drive. The properties to the north and south of the subject parcel are both zoned B-2, while the property to the west, on the opposite side of FM 685, is part of the Hutto Crossings Planned Unit Development which allows commercial and multi-family land uses. The property immediately to the east of the subject parcel is zones SF-1, and is part of the Enclave at Brushy Creek subdivision.

The City’s adopted Future Land Use Map shows the entire area along the east side of FM 685 in this vicinity as being intended for future commercial development. The subject parcel is the only remaining lot in this area with frontage on FM 685 that has not been rezoned to commercial.

The applicant has plans to purchase the subject property with the intent of developing a small commercial shopping center.

All property owners within 200 feet have been notified by mail of the proposed zoning change.

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

BUDGETARY AND FINANCIAL SUMMARY: Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
The Planning and Zoning Commission recommended approval to City Council on July 5, 2016. The motion passed unanimously.

**CITY ATTORNEY REVIEW:**
Not applicable.

**STAFF RECOMMENDATION:**
Based on the fact that the proposed zoning change is consistent with the City’s adopted Future Land Use Map and because the lots to the north and south of the subject property are also zoned B-2 and FM685, staff recommends that the Commission recommend approval of the proposed zoning change to City Council. The Council may dispense with the second reading of this ordinance.

**SUPPORTING MATERIAL:**
1. 485 FM 685 Zoning Change - Notice
2. 485 FM 685 Zoning Change - Ordinance
3. 485 FM 685 Zoning Change - Exhibit A
PUBLIC NOTICE
NOTICE OF A PUBLIC HEARING

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

The zoning change for 485 FM 685, approximately 0.944 acres, Lot C7, Block G of the Enclave At Brushy Creek Section 1 Subdivision, from SF-1 (single family residential) to B-2 (general commercial) zoning district.

A public hearing will be held on July 21, 2016 at 7:00 p.m.

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

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

Publication Date: July 3, 2016
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HUTTO, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO CHANGE THE ZONING FOR 485 FM 685, 0.944 ACRES, MORE OR LESS, OF LAND, LOT C7, BLOCK G OF THE ENCLAVE AT BRUSHY CREEK SECTION 1; IN WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, FROM SF-1 (SINGLE-FAMILY RESIDENTIAL) TO B-2 (GENERAL COMMERCIAL) ZONING DISTRICT; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, AND OPEN MEETING CLAUSE.

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to amend the Official Zoning Map to zone the properties described in Exhibit “A” being attached hereto and incorporated herein, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed change in zoning on the 5th day of July, 2016, and;

WHEREAS, on the 21st day of July, 2016, after proper notification, the City Council held a public hearing on the requested amendment, and;

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

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, concerning public notices, hearings, and other procedural matters has been fully complied with.

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

SECTION I.

1.

That the City Council has considered and made findings on the following matters regarding the proposed amendment:

1) Consistency (or lack thereof) with the Comprehensive Plan; and

2) Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and

3) Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment; and
4) Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment; and

5) Availability of water, wastewater and stormwater facilities suitable and adequate for the proposed use.

That the Official Zoning Map of the City of Hutto, Texas, is hereby amended so that the zoning classification of the property described in the Exhibit “A”, attached hereto and incorporated herein shall be, and is hereafter changed from SF-1 (single family residential) to now be designated as B-2 (general commercial) Zoning District.

SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

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

READ and APPROVED on first reading on this the 21\textsuperscript{st} day of July, 2016 at a meeting of the Hutto, Texas City Council; there being a quorum present.

By motion duly made, seconded and passed with an affirmative vote of all the Councilmembers present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED and ADOPTED on first reading of this 21\textsuperscript{st} day of July, 2016, at a regular meeting of the City Council of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

________________________________
Doug Gaul, Mayor

ATTEST:

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

Map Document: (K:\SITE LOCATION MAPS\2016
Site Location Maps\FM_685\485_FM_685.mxd)
6/8/2016 -- 8:50:38 AM
AGENDA ITEM NO.: 8C.  
AGENDA DATE: July 21, 2016

PRESENTED BY: Tim Chase, Hutto EDC President

ITEM: Consideration and possible action on the first reading of an ordinance concerning the adoption of the Hutto Economic Development Corporation Fiscal Year 2016-17 Budget.

STRATEGIC GUIDE POLICY: Economic Development

ITEM BACKGROUND: The Hutto Economic Development Corporation (EDC) by-laws require the EDC budget to be approved by City Council before the budget will become effective. The budget shall contain such classifications as shall be in such form as may be prescribed from time to time by City Council.

The by-laws of the Hutto EDC require that the EDC adopt a budget at least 60 days prior to the beginning of the next fiscal year. The Hutto EDC fiscal year is the same as the City, which starts October 1 and ends September 30.

BUDGETARY AND FINANCIAL SUMMARY: The State Comptroller’s Office remits the ½ cent Type A economic development sales tax to the City. The funds are transferred to the EDC account monthly.

The FY 2016 Budget totals $823,970.

In accordance with the Texas Local Government Code Section 504.105 "Limitation on use of revenues for promotional purposes," the Hutto EDC is proposing to spend $58,600 on marketing and promotions in the FY16 Budget. This is approximately 7% of the annual budget and less than the maximum of 25% allowed by statute.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS: The Hutto Economic Development Corporation Board of Directors recommended approval of the proposed budget at their meeting on July 19, 2016.

CITY ATTORNEY REVIEW: Not applicable.
STAFF RECOMMENDATION:
Not applicable.

SUPPORTING MATERIAL:
1. Ordinance - HEDC FY17 Budget
2. HEDC FY17 Budget
ORDINANCE NO. ______

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION FOR THE FISCAL YEAR OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017 AND ADOPTING THE ANNUAL BUDGET OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION FOR THE 2016-17 FISCAL YEAR; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, AND OPEN MEETING CLAUSE.

WHEREAS, the Hutto Economic Development Corporation budget for the fiscal year October 1, 2016 through September 30, 2017, was duly presented to the City Council; now therefore,

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

SECTION I.

That the appropriations for the fiscal year October 1, 2016 through September 30, 2017 for the support of the Hutto Economic Development Corporation be fixed and determined for said terms in accordance with the expenditures shown in the EDC’s 2017 fiscal year budget, a summary of which is appended hereto as Exhibit A.

SECTION II.

That the budget, as shown in words and figures in Exhibit A, is hereby approved in all respects and adopted as the City’s budget for the fiscal year October 1, 2016 through September 30, 2017.

SECTION III. 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 IV. 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 V. Repealing Clause

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

SECTION VI. 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 VII.

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

READ and APPROVED on first reading on this the 21st day of July, 2016 at a regular meeting of the City Council of the City of Hutto.

READ, APPROVED and ADOPTED on second reading this 4th day of August, 2016 at a special called meeting of the City Council of the City of Hutto.

THE CITY OF HUTTO, TEXAS

____________________________________
Doug Gaul, Mayor

ATTEST:

____________________________________
Seth Gipson, City Secretary
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<tr>
<th>Revenue Accounts</th>
<th>FY 2015 Actual</th>
<th>FY 2016 Budget</th>
<th>FY 2016 Forecast YE</th>
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<td>$285,000</td>
<td>$271,518</td>
<td>$285,000</td>
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</table>

| TOTAL EXPENSES            | $666,338       | $799,000      | $751,394            | $823,970         |
| Net Income/Expense        | $102,780       | (47,829)      | $150,666            | $110,334         |

| Pool for Incentives       | $485,750       | $437,922      | $636,417            | $746,751         |

Assumptions
FY2016 will end with a 14% sales tax increase
FY2017 estimates a 6% sales tax increase
AGENDA ITEM NO.: 9A. AGENDA DATE: July 21, 2016

PRESENTED BY: Helen Ramirez, AICP, Director, Development Services

ITEM: Consideration and possible action on a resolution directing the Development Services Department to prepare a Municipal Service Plan for the proposed annexation of the Malone Tract, 63.46 acres, more or less, of land located on CR 136, southwest of the intersection of FM 1660 South and CR 163.

STRATEGIC GUIDE POLICY: Growth Guidance

ITEM BACKGROUND:
The City of Hutto has received a request for a voluntary annexation for a property consisting of approximately 63.46 acres of land referred to as the Malone tract, generally located east of the approximately 115.58 acre Smartcode zoned property (Shiloh at Jake’s Bridge), south of Farley Middle School and west of CR 163 (rural access road) as shown in the attached Exhibit A.

The overall vision for this property, once annexed, is to be zoned Smartcode and be developed as one cohesive development that would include commercial, open space and residential development. The developer of this property, RPS Group, has also submitted a zoning application.

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

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

BUDGETARY AND FINANCIAL SUMMARY: Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

**CITY ATTORNEY REVIEW:**
The City Attorney has approved the process as to form.

**STAFF RECOMMENDATION:**
Staff recommends that the Council approve the resolution.

**SUPPORTING MATERIAL:**
1. Resolution - Malone Tract Annexation Municipal Service Plan
2. Exhibit A - Malone Tract Annexation Municipal Service Plan Area Map
3. Exhibit B - Malone Tract Municipal Service Plan
RESOLUTION NO.

A RESOLUTION DIRECTING THE DEVELOPMENT SERVICES DEPARTMENT TO PREPARE A MUNICIPAL SERVICE PLAN FOR THE ANNEXATION OF THE PROPERTY KNOWN AS THE “MALONE TRACT” (63.46 ACRES), MORE OR LESS, OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, AND ATTACHED HERETO.

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

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

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

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

RESOLVED this 21st day of July, 2016.

CITY OF HUTTO, TEXAS

_____________________________
Doug Gaul, Mayor

ATTEST:

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

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

**POLICE**  
*Existing Services:* Williamson County Sheriff’s Department  
*Services to be Provided:*  
Upon annexation, the City of Hutto Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations.

**BUILDING INSPECTION**  
*Existing Services:* None  
*Services to be Provided:*  
The Development Services Department will provide Building and Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Code Enforcement will also be handled by the City of Hutto so as to ensure that there is a safe, desirable living and working environment where property values are maintained. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

**PLANNING AND ZONING**  
*Existing Services:* Review of subdivision development plans under City’s Subdivision Ordinance. No municipal zoning or land use controls except for those imposed by State Law.  
*Services to be Provided:*  
The Hutto Development Services Department has responsibility for regulating development and land use through the administration of the City of Hutto’s Unified Development Code (UDC) and SmartCode, and this will extend to the area on the effective date of the annexation. The UDC includes the City’s subdivision requirements. These services can be provided within the departments' current budget.
LIBRARY
Existing Services: None

Services to be Provided:
The Hutto Library currently serves everyone in the HISD at no cost. City Library privileges will be available to future residents in this area.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE
Existing Services: Williamson Cities and County Health District

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

STREET MAINTENANCE
Existing Services: Williamson County

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

STORM WATER MANAGEMENT
Existing Services: Williamson County Flood Plain Administrator

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

STREET LIGHTING
Existing Services: Oncor Electric Delivery

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

TRAFFIC ENGINEERING
Existing Services: None

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

WATER SERVICE
Existing Services: None

Services to be Provided:
Water service to the properties will be provided by the City of Hutto.
**SANITARY SEWER SERVICE**
*Existing Services:* None

*Services to be Provided:*
Sanitary sewer service to the properties will be provided by the City of Hutto and will be provided in accordance with the current extension with applicable policies, codes and ordinances.

**SOLID WASTE & RECYCLING SERVICES**
*Existing Services:* None

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

**PARKS AND TRAILS**
*Existing Service:* None

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

Private amenities will be maintained by the Home Owner’s Associations/ Property Owners.

**MISCELLANEOUS**
*Existing Services:* None

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

**NOTE:**
Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.
ITEM: Consideration and possible action on a resolution regarding the execution of Amendment No. 2 to the Advanced Funding Agreement with TxDOT for funding of the FM 685 Widening and Bridge Replacement Project.

STRATEGIC GUIDE POLICY: Infrastructure

ITEM BACKGROUND: The Advanced Funding Agreement with TxDOT is being revised to reflect current project costs.

BUDGETARY AND FINANCIAL SUMMARY: The amendment does not increase the City's financial responsibility on the project. The construction estimate is lower than what was initially expected. The AFA (Advanced Funding Agreement) Amendment transfers funds from Construction to ROW/Utility Relocation and Engineering. ROW/Utility Relocation and Engineering have increased due to issues that have come up in the construction of the project. As a result, the City will be eligible to receive additional reimbursement from TxDOT for these expenses.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS: Not applicable.

CITY ATTORNEY REVIEW: Not applicable.

STAFF RECOMMENDATION: Staff recommends approval of the AFA (Advance Funding Agreement).

SUPPORTING MATERIAL: 1. AFA Amendment #2 Resolution 2. AFA Amendment #2
RESOLUTION NO. __________

FM 685 WIDENING AND BRIDGE REPLACEMENT PROJECT AMENDMENT NO. 2 TO THE
ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF
TRANSPORTATION

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE
ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF
TRANSPORTATION FOR FUNDING OF THE FM 685 WIDENING AND BRIDGE
REPLACEMENT PROJECT.

WHEREAS, the City of Hutto was awarded a state grant in the amount of $13,809,731 to improve FM 685, and;

WHEREAS, by Resolution No. 12-03-15 III 1 the Mayor was authorized to execute an Advanced Funding Agreement in order to release the grant funds and outline the budgetary expenses for the project, and;

WHEREAS, Amendment No. 2 revises the budgetary expenditures to reflect the revised estimated costs for the different tasks associated with the project, and;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO,
TEXAS THAT, the Hutto City Council hereby approves the resolution to authorize the Mayor to execute the attached Amendment No. 2 to the Advanced Funding Agreement with TxDOT for funding of the FM 685 Widening and Bridge Replacement project.

CONSIDERED and RESOLVED on this the 21th day of the month of July, 2016.

THE CITY OF HUTTO, TEXAS

__________________________________________
Doug Gaul, Mayor

ATTEST:

__________________________________________
Seth Gipson, City Secretary
STATE OF TEXAS §
COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
AMENDMENT #2

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the City of Hutto, acting by and through its authorized officials, called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on April 2nd of 2012 to effectuate their agreement to reconstruct to a four lane divided roadway with turn lanes, sidewalks, bike accommodations; new bridge structure on FM 685 from US 79 to SH 130; and,

WHEREAS, Amendment 1 to the contract was executed on January 8, 2013 that added additional right of way provisions and replaced the budget with Attachment C-1, Project Budget; and

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

AGREEMENT

1. Description of Amended Items
   a. Paragraphs 3, 20, 24, 25, 28, & 29 are deleted in their entirety and Paragraph 30 is added with the following:

3. Local Project Sources and Uses of Funds
   A. The total estimated cost of the Project is shown in the Project Budget – Attachment “C”, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties are shown in Attachment “C”. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is...
responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

**B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

**C.** The Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

**D.** The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

**E.** The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, otherwise provided for in this agreement or approved otherwise in an amendment to this agreement. Where Special Approval has been granted by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.

**F.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C-2. At a minimum, this amount shall equal the Local Government’s funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State’s estimated construction oversight and construction cost.

**G.** In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State’s written notification.

**H.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the “Texas Department of Transportation.” The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project.

**I.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If after final Project accounting any excess funds remain, those funds may be
applied by the State to the Local Government’s contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

J. The State will not pay interest on any funds provided by the Local Government.

K. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.

L. If the Project has been approved for a specified percentage or a “periodic payment” non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C-2 will clearly state the specified percentage or the periodic payment schedule.

M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

20. Cost Principles
In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

24. Disadvantaged Business Enterprise (DBE) Program Requirements
A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
C. The Local Government shall set an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or
services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.
28. Federal Funding Accountability and Transparency Act Requirements
   A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.
   B. The Local Government agrees that it shall:
      1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/.
      2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
      3. Report the total compensation and names of its top five (5) executives to the State if:
         i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
         ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report
   A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
   B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT’s Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT’s Audit Office at http://www.txdot.gov/inside-txdot/office/audit/contact.html.
   C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $______ expenditure threshold and therefore, are not required to have a single audit performed for FY______."
   D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

   A. Relocation Assistance: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.
   B. Disability:

b. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by the Department of Transportation regulations at 49 C.F.R. parts 37 and 38.


D. Race, Creed, Color, National Origin, or Sex:
   b. The Federal Aviation Administration’s Nondiscrimination state (4 U.S.C. § 47123) prohibits discrimination on the basis of race, color, national origin, and sex.
   d. Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education program or activities (20 U.S.C. 1681 et. seq.).

E. Civil Rights Restoration Act: The Civil Rights Restoration Act of 1987 (PL 100-209), broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs and activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not.

F. Minority Populations: Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority and low-income populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

G. Limited English Proficiency: Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the Engineer must take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100).

b. Article 11.C is deleted.

c. Attachment C-1, Project Budget is deleted in its entirety and replaced with the attached Attachment C-2, Project Budget.

All other provisions of the original contract are unchanged and remain in full force and effect.
2. **Signatory Warranty**
   Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

_________________________________
Signature

Doug Gaul
Typed or Printed Name

Mayor
Title

_________________________________
Date

**THE STATE OF TEXAS**

_________________________________
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

_________________________________
Date
ATTACHMENT C-2
PROJECT BUDGET

A project development schedule of design activities shall be supplied to the TxDOT Georgetown Area Office upon initiation of the Project. The Local Government shall submit a copy of the redlined plans provided by the State with all applicable plan submittals to indicate that QA/QC was undertaken. The Local Government shall submit the completed PS&E to the State for review and approval a minimum of (5) five months prior to the date of receipt of bids.

Costs will be allocated based on fixed amount of State funding until the State funding reaches the maximum obligated amount, the Local Government will then be responsible for 100% of all the costs, including any additional Direct State Costs.

<table>
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<tr>
<th>Description</th>
<th>Total Estimated Cost</th>
<th>Federal Participation Cost</th>
<th>State Participation Cost</th>
<th>Local Participation Cost</th>
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<td>$10,000</td>
<td>$0</td>
</tr>
<tr>
<td>Engineering (by Local Government)</td>
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<td>$626,521</td>
<td>$0</td>
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<tr>
<td>Right of Way/Utilities (by Local Government)</td>
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<td>$28,000</td>
<td>$0</td>
</tr>
<tr>
<td>Right of Way Direct State Costs</td>
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<td>$0</td>
<td>$14,886,289</td>
<td>$1,000,109</td>
</tr>
</tbody>
</table>

Payment by the Local Government to the State has been received for the amount of $877,109.
This is an estimate. The final amount of Local Government participation will be based on actual cost.
AGENDA ITEM NO.: 9C.  
AGENDA DATE: July 21, 2016

PRESENTED BY: Emily Truman, City Engineer

ITEM:
Consideration and possible action on a resolution regarding the execution of an Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement On-system Project with no required match for the installation of a traffic signal on SH 130 at FM 685/Star Ranch Blvd., Hutto, Texas.

STRATEGIC GUIDE POLICY: Infrastructure

ITEM BACKGROUND:
The SH 130 and FM 685 intersections are currently stopped controlled, however, the westbound travel movement at both intersections is uncontrolled providing for free flowing movements. A signal warrant has been met for the existing condition. With the construction of the proposed HEB development as well as other commercial/retail developments planned for this area, it is recommend that this intersection be signalized to provide safe and efficient traffic flow for all approaches to the intersections.

The construction of the traffic signal will be accomplished through the execution of this Advanced Funding Agreement between the City of Hutto and TxDOT and the traffic signal shall be constructed at the time the Muirfield Bend Drive extension is completed and connected to the existing section of Klattenhoff Lane.

BUDGETARY AND FINANCIAL SUMMARY:
The construction of the traffic signal will be accomplished through the execution of an Advanced Funding Agreement (AFA) between the City of Hutto and TxDOT, and the traffic signal shall be constructed at the time that the Muirfield Bend Drive extension is completed and connected to the existing section of Klattenhoff Lane.

The $300,000 cost of construction will be divided as follows: $150,000 (TxDOT), $120,000 (Developer), and $30,000 (City).

The City will pay TxDOT $150,000 and receive a check from the Developers (HEB and TACK) for their portion ($120,000).

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

**CITY ATTORNEY REVIEW:**
The City Attorney has reviewed and approved this agreement.

**STAFF RECOMMENDATION:**
Staff recommends approval of the AFA (Advanced Funding Approval).

**SUPPORTING MATERIAL:**
1. AFA -Resolution
2. AFA SH130 FM685 Traffic Signal City of Hutto
RESOLUTION NO. __________

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS TO TRANSPORTATION IMPROVEMENT ON-SYSTEM PROJECT FOR THE SIGNAL IMPROVEMENTS AT SH 130 AT FM 685/Star Ranch Blvd.

WHEREAS, the City had requested the State to participate in said improvement by funding that portion of the installation of a traffic signal on SH 130 at FM 685/Star Ranch Boulevard, Hutto, Texas, and;

WHEREAS, the State has agreed to pay $150,000 for construction of these signals, and;

WHEREAS, the City will pay the remaining $150,000 for construction with $120,000 contribution from the HEB Developer, and;

WHEREAS, the attached Advanced Funding Agreement describes the terms and conditions under TxDOT’s oversight.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS THAT, the Hutto City Council hereby approves the resolution to authorizing the City Manager to execute an Advanced Funding Agreement with the Texas Department of Transportation for Voluntary Local Government Contributions to Transportation Improvements On-system Project for the signal improvements at SH 130 and FM 685/Star Ranch Blvd.

CONSIDERED and RESOLVED on this the 21st day of the month of July, 2016.

THE CITY OF HUTTO, TEXAS

________________________________
Doug Gaul, Mayor

ATTEST:

________________________________
Seth Gibson, City Secretary
STATE OF TEXAS §
COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
ON-SYSTEM PROJECT WITH NO REQUIRED MATCH

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the “State”, and the City of Hutto, acting by and through its duly authorized officials, called the “Local Government.”

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Texas Transportation Commission Minute Order Number 114417 authorizes the State to undertake and complete a highway improvement generally described as providing maintenance funding for non-site specific signals; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as installation of a traffic signal on SH 130 at FM 685/Star Ranch Blvd, Hutto, Texas., called the “Project”; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

1. Time Period Covered
   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided for by this agreement.

2. Project Funding and Work Responsibilities
   A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In
addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State’s estimated construction oversight and construction costs.

C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State’s written notification.

D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

3. **Right of Access**
   If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. **Adjustments Outside the Project Site**
   The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. **Responsibilities of the Parties**
   The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

6. **Document and Information Exchange**
   The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State’s document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.
7. Interest
The State will not pay interest on funds provided by the Local Government. Funds provided by
the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work
Unless otherwise specifically stated in Attachment A, Payment Provision and Work
Responsibilities, to this contract, the State will supervise and inspect all work performed
hereunder and provide such engineering inspection and testing services as may be required to
ensure that the Project is accomplished in accordance with the approved plans and
specifications. All correspondence and instructions to the contractor performing the work will be
the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this
contract, all work will be performed in accordance with the Standard Specifications for
Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and
incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs
If any existing or future local ordinances, commissioners court orders, rules, policies, or other
directives, including but not limited to outdoor advertising billboards and storm water drainage
facility requirements, are more restrictive than State or Federal Regulations, or if any other locally
proposed changes, including but not limited to plats or replats, result in increased cost to the
department for a highway improvement project, then any increased costs associated with the
ordinances or changes will be paid by the Local Government. The cost of providing right of way
acquired by the State shall mean the total expenses in acquiring the property interests either
through negotiations or eminent domain proceedings, including but not limited to expenses
related to relocation, removal, and adjustment of eligible utilities.

10. Maintenance
Upon completion of the Project, the State will assume responsibility for the maintenance of the
completed Project unless otherwise specified in Attachment A to this agreement.

11. Termination
A. This agreement may be terminated in the following manner:
   1. By mutual written agreement and consent of both parties;
   2. By either party upon the failure of the other party to fulfill the obligations set forth in this
      agreement; or
   3. By the State if it determines that the performance of the Project is not in the best interest
      of the State.
B. If the agreement is terminated in accordance with the above provisions, the Local
   Government will be responsible for the payment of Project costs incurred by the State on
   behalf of the Local Government up to the time of termination.
C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds
due to the Local Government, the State, or the Federal Government will be promptly paid by
the owing party.
12. Notices
All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

<table>
<thead>
<tr>
<th>Local Government:</th>
<th>State:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor</td>
<td>Director of Contract Services</td>
</tr>
<tr>
<td>City of Hutto</td>
<td>Texas Department of Transportation</td>
</tr>
<tr>
<td>401 W. Front St.</td>
<td>125 E. 11th Street</td>
</tr>
<tr>
<td>Hutto, Texas 78634</td>
<td>Austin, Texas 78701</td>
</tr>
</tbody>
</table>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. Sole Agreement
In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

14. Successors and Assigns
The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

15. Amendments
By mutual written consent of the parties, this agreement may be amended prior to its expiration.

16. State Auditor
The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

17. Insurance
If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and
entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately and the State may recover damages and all costs of completing the work.

18. Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_________________________________
Signature

Doug Gaul
Typed or Printed Name

Mayor
Title

__________________
Date

THE STATE OF TEXAS

_________________________________
District Engineer

_________________________________
Date
ATTACHMENT A
PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government will contribute $150,000 towards the cost of construction and installation of a traffic signal on SH 130 at FM 685/Star Ranch Blvd. in Hutto, Texas. The State will perform this on-system work. Payment shall be due to the State within 30 days of the execution of this agreement.
AGENDA ITEM NO.: 9D.  
AGENDA DATE: July 21, 2016

PRESENTED BY: Micah Grau, Assistant City Manager

ITEM: Consideration and possible action on a resolution concerning an amendment to the Williamson County Regional Animal Shelter Interlocal Agreement.

STRATEGIC GUIDE POLICY: Service Delivery

ITEM BACKGROUND:
The City of Hutto along with the cities of Cedar Park, Leander, Round Rock, and Williamson County, joined together in 2006 to create the Williamson County Regional Animal Shelter to address the cumulative animal care and sheltering needs of the partner cities and county. The shelter opened in 2007 and was immediately at full capacity.

Growth in the member cities and the County’s overall population has stretched the capacity of the shelter. The Williamson County Regional Animal Shelter Board, acting through Williamson County, engaged the services of Jackson & Ryan Architects in 2014 to look at the future service needs of the shelter and to conduct facility planning through 2035 and 2050.

The proposed expansion will construct new dog and cat kennel space on the site, address drainage and HVAC issues within the existing kennels, and expand the surgery and veterinary care space within the shelter.

The Regional Board has proposed an amendment to the Interlocal Agreement to guide the process related to the expansion of the shelter and to clean up other miscellaneous language.

Hutto Interim City Manager Micah Grau serves as Hutto’s representative on the Shelter Board.

BUDGETARY AND FINANCIAL SUMMARY:
The proposed amendment to the interlocal agreement provides the process for expansion of the Williamson County Regional Animal Shelter. Each entity will pay their proportional share of the expansion cost based on the number of animals they input into the shelter annually. The total estimated cost of the expansion and remodel is $10,092,078. Hutto’s portion is 4.88% of the total cost which equates to $487,179. This amount will be paid out over the course of three fiscal years.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
The Shelter’s Advisory Board has approved the interlocal agreement amendment.

**CITY ATTORNEY REVIEW:**
The amended interlocal agreement was prepared with input by the City Attorney.

**STAFF RECOMMENDATION:**
Staff recommends approval.

**SUPPORTING MATERIAL:**
1. Resolution - 1st Amendment to Wilco Animal Shelter Interlocal Agreement
2. First Amendment to the Williamson County Regional Animal Interlocal Agreement
RESOLUTION NO. __________

A RESOLUTION APPROVING AN AMENDMENT TO THE WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER INTERLOCAL AGREEMENT.

WHEREAS, Williamson County and the cities of Cedar Park, Leander, Round Rock, and Hutto joined together in 2006 through an interlocal agreement to develop a regional approach to meet the long term animal shelter needs of the area; and

WHEREAS, the Williamson County Regional Animal Shelter opened in 2007 to serve the member organizations; and

WHEREAS, the growth in the member communities and in Williamson County has prompted the need to expand the Williamson County Regional Animal Shelter; and

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, each of the Parties has previously approved an Interlocal Agreement (the “Agreement”) regarding the operation and maintenance of the Williamson County Regional Animal Shelter (the “Regional Shelter”), and,

WHEREAS, the Parties now desire to amend the Agreement as stated in this First Amendment.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby approves an amendment to the First Amendment to the Williamson County Regional Animal Shelter Interlocal Agreement.
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 21st day of the month of July, 2016.

CITY OF HUTTO, TEXAS

____________________________
Doug Gaul, Mayor

ATTEST:

____________________________
Seth Gipson, City Secretary
FIRST AMENDMENT TO THE WILLIAMSON COUNTY REGIONAL ANIMAL CONTROL SHELTER INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO THE WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER INTERLOCAL AGREEMENT ("first Amendment") is made and entered into effective this ________________, by and between WILLIAMSON COUNTY; the CITY OF CEDAR PARK; the CITY OF HUTTO; the CITY OF LEANDER; the CITY OF ROUND ROCK; all of which are political subdivisions of the State of Texas ("the Parties").

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, each of the Parties has previously approved an Interlocal Agreement (the "Agreement") regarding the operation and maintenance of the Williamson County Regional Animal Shelter (the "Regional Shelter"), and,

WHEREAS, the Parties now desire to amend the Agreement as stated in this First Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree to this first amendment to the Williamson County Regional Animal Shelter Interlocal Agreement as follows:

I.

That Article II, Section 1 is hereby amended by deleting the following highlighted phrase:

1. BOARD REPRESENTATION: The business and affairs of the Regional Shelter shall be conducted by a board consisting of one (1) representative from each Party signing this Agreement. Each representative shall be appointed by the governing body of the respective Party.
II.

1. That Article III, Section 1 is hereby amended by changing the time for the preparation of the status report of the Regional Shelter operations to be on an annual basis rather than on a semi-annual basis.

2. That Article III, Section 1 is hereby amended by adding a new sub-section (f), which shall read as follows:

   f. The Parties are jointly and severally liable for any and all expenses incurred in connection with claims against the Regional Shelter, its personnel, and the Board, in the same proportion as stated in Article V, Section 2 of the Agreement. No Party may settle any claim or incur any costs to settle any claim against the Shelter without the consent of the other Parties. If any Party declines to participate in a settlement of a claim, that Party reserves the right to withdraw from this Agreement pursuant to the conditions stated in Section 3 herein.

3. That Article III, Section 3 is hereby amended by changing the beginning of the budget process from April 1st of each year to May 1st of each year.

4. That Article III, Section 5 is hereby amended by changing the monthly budget status report to a quarterly budget status report.

III.

That Article IV is hereby amended by adding a new Section 7, which shall read as follows:

7. Under the Agreement, the County was responsible for acquiring, owning and maintaining the Regional Shelter. The Parties now desire to share an undivided ownership interest in the Regional Shelter real property, including the building(s) and all improvements. The undivided interest shall be as follows:

   Williamson County 48.96 %
   Cedar Park 10.21 %
   Hutto 4.88 %
Leander 8.72 %
Round Rock 27.23 %

After the First Amendment is approved, the County shall prepare a Special Warranty Deed conveying the above-described undivided ownership interests to each Party. The conveyance of the undivided ownership interests is specifically conditioned upon approval of each and every Party.

IV.

1. That Article V, Section 3 is hereby amended to change the reimbursements to the Parties for all license fees and animal reclamation fees from a quarterly basis to an annual basis.

2. That Article V is hereby amended by adding a new Sections 6 and 7, which shall read as follows:

6. NEW EXPANSIONS: The construction of an expansion of the Regional Animal Shelter is planned (the “Expansion”). Notwithstanding any provision contained herein, each Party shall contribute its pro rata share of the cost of the design and construction of the Expansion (the “Expansion Costs”). The pro rata share of the Expansion Costs shall be determined by the average of the past three (3) fiscal years’ ratio of the annual number of animals delivered to the Regional Shelter by each Party, as compared to the total number of animals delivered to the Regional Shelter by all Parties. The Board may not award a design and construction contract for the Expansion until the Expansion Costs have been approved by the governmental entities of all Parties. Once a construction agreement is approved, any increase in the contract price must be approved by each party.

7. PAYMENT FOR NEW EXPANSIONS. The County shall contract for all design and engineering costs related to any Expansion, subject to reimbursement from the Parties pursuant to this Section 7. As stated in Section 6, above, each Party shall be responsible for a pro-rata share of the Expansion Costs. Fifty (50%) percent of each Parties’ pro-rata share of Expansion Costs related to construction will be due to the County within 30 days after receipt of notice from the County that a bid has been awarded for the Expansion. The remaining Fifty (50%) percent of each Parties’ pro-rata share of the Expansion Costs related to construction will be due to the County within 30 days after receipt of notice from the County that the Expansion Costs have been paid in full by the County. Any funding remaining after the completion of an Expansion Project shall be proportionately refunded to each Party.
V.

That the agreement is hereby amended by adding a new Article VI, which shall read as follows:

VI. **ADMISSION OF NEW PARTIES:**

1. This Agreement may be amended to add other municipalities ("New Party") located within Williamson County as Parties, conditioned upon the following and subject to approval of the Board:

   a. The New Party must agree to conform to and abide by all conditions in this Agreement.

   b. Prior to admission, the New Party and the Board shall agree on the New Party’s share of capital costs (Equity Buy-in Fee) and M&O Expenses. The New Party will be required to pay the Equity Buy-in Fee as set by the Board at the time the New Party joins this Agreement. M&O Expenses will be reviewed and adjusted annually.

   c. The Equity Buy-in Fee is non-refundable once the New Party first utilizes the Shelter.

   d. New Parties will be responsible for their portion of the shared M & O Expenses and future Expansion Costs, as defined in Article V(2) and V(6), respectively.

   e. A new Party, satisfying all other requirements to join the Shelter, shall appoint a representative as defined in Article II (Board Representation).

   f. If a New Party joins this Agreement, the apportionment of the M & O Expenses and Expansion Costs for the remaining Parties will be reapportioned.
VI.

MISCELLANEOUS

1. The Parties agree that in the event any provision of this First Amendment is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

2. This First Amendment constitutes the entire amendment if the Agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this this First Amendment of the Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this First Amendment.

3. This First Amendment shall be performable in Williamson County, Texas.

4. All other terms and conditions of the Agreement as previously approved by the Parties shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year first above written.

(The rest of this page left intentionally blank)
WILLIAMSON COUNTY
Commissioners Court

By: ____________________________
   DAN GATTIS
   County Judge -
   Williamson County, Texas

By: ____________________________
   NANCY RISTER
   County Clerk

CITY OF ROUND ROCK
City Council

By: ____________________________
   ALAN McGRAW
   Mayor - Round Rock, Texas

By: ____________________________
   SARA WHITE
   City Clerk

CITY OF LEANDER
City Council

By: ____________________________
   CHRIS FIELDER
   Mayor - Leander, Texas

By: ____________________________
   DEBBIE HAILE
   City Secretary

CITY OF CEDAR PARK
City Council

By: ____________________________
   MATT POWELL
   Mayor - Cedar Park, Texas

By: ____________________________
   LEANN QUINN
   City Secretary

CITY OF HUTTO
City Council

By: ____________________________
   DOUG GAUL
   Mayor - Hutto, Texas

By: ____________________________
   SETH GIPSON
   City Secretary
AGENDA ITEM NO.: 9E.  AGENDA DATE: July 21, 2016

PRESENTED BY: Micah Grau, Interim City Manager

ITEM: Consideration and possible action on a resolution concerning a memorandum of understanding with the YMCA of Greater Williamson County to jointly develop, operate, and maintain recreation fields to serve the Hutto community.

STRATEGIC GUIDE POLICY: Quality of Life

ITEM BACKGROUND:
Sport fields continue to be a need in this community as youth and adults search for recreation and athletic opportunities. Creating additional soccer and baseball/softball fields was ranked as a high priority in the 2015 adopted Parks Master Plan.

The YMCA of Greater Williamson County first approached the City in 2014 to discuss a partnership to jointly develop sport fields located along Innovation Blvd. At that time, the City Council was unable to provide a direct monetary contribution to the project. Staff continued to work with the YMCA and has developed a Memorandum of Understanding with the YMCA to construct the fields. The City can pursue a Local Parks Non-Urban Recreation grant totaling $500,000 from the Texas Parks and Wildlife to match a contribution from the YMCA of $500,000 to build additional sport fields.

A work session was held with the City Council on July 7, 2016 in regards to this item.

BUDGETARY AND FINANCIAL SUMMARY:
If approved, the City would pursue a $500,000 grant from Texas Parks and Wildlife to construct sport fields on an 11-acre site located on Innovation Blvd. The YMCA would provide the grant match of $500,000.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
The Parks Advisory Board has recommended that the City pursue a Texas Parks and Wildlife grant for this project. The Board recommended approval of the Memorandum of Understanding at their meeting on July 13.

CITY ATTORNEY REVIEW:
The City Attorney has reviewed the Memorandum of Understanding.
STAFF RECOMMENDATION:
Not applicable.

SUPPORTING MATERIAL:
1. Resolution - MOU with YMCA for Athletic Fields
2. Memorandum of Understanding
RESOLUTION NO. ________

A RESOLUTION APPROVING AN MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUTTO AND THE YMCA OF GREATER WILLIAMSON COUNTY TO CONSTRUCT, OPERATE, AND MAINTAIN ATHLETIC FIELDS.

WHEREAS, the City of Hutto (“City”) and the Young Men’s Christian Association of Greater Williamson County (“YMCA”) have developed a strong partnership to provide wellness and athletic activities to the Hutto community; and

WHEREAS, the YMCA has a long-term land lease for approximately 11 acres of land located along Innovation Boulevard that is part of the East Williamson County Higher Education Center campus; and

WHEREAS, the YMCA and the City desire to partner to jointly develop, construct, operate, and maintain athletic fields at this location to meet the needs of the community; and

WHEREAS, the YMCA and City wish to enter into a Memorandum of Understanding to outline a future agreement for the construction, operation, and maintenance of such fields.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby approves a Memorandum of Understanding between the City of Hutto and the YMCA of Greater Williamson County for the development of athletic fields.

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 21st day of the month of July, 2016.

CITY OF HUTTO, TEXAS

ATTEST:

Seth Gipson, City Secretary

Doug Gaul, Mayor
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE YMCA OF GREATER WILLIAMSON COUNTY
AND
THE CITY OF HUTTO, TEXAS

This Memorandum of Understanding (the “MOU”) is made by and between the City of Hutto, Texas ("CITY") and the YMCA of Greater Williamson County ("YMCA").

RECITALS

WHEREAS, the City has identified a need for recreational sports complex (the "Sports Complex") to provide year around recreation to its residents located adjacent to Innovation Boulevard and SH 130 on an approximately 11-acre tract (the “Land”) owned by Texas State Technical College (“TSTC”); and

WHEREAS, TSTC leased the Land to the YMCA in 2014 for 10 years with the right of the YMCA to extend the term of the Lease for two additional 10 year terms (the “Lease”), and the YMCA and TSTC are willing for the Lease to be assigned to the City (the “Assignment”) if the Texas Parks and Wildlife Department (the “TPWD”) issues a grant (the “Grant”) to the City for certain agreed upon improvements (the “Improvements”) to be made to the Sports Complex; and

WHEREAS, The City and the YMCA desire to outline their respective duties and responsibilities in this MOU in order to facilitate the expeditious development of the Sports Complex; and

WHEREAS, the parties acknowledge that the goals, duties and obligations set forth in this MOU must be formalized in a binding formal agreement (the “Sports Complex Agreement”) between the City and the YMCA, and that the Sports Complex Agreement must be prepared and approved by the respective boards, councils, and commissions representing the parties prior to the Assignment; and

WHEREAS, the parties recognize that the content of this MOU are not legally binding, but merely serve as an outline of the duties and responsibilities of the parties hereto; and

NOW THEREFORE, the City and the YMCA agree to work cooperatively and in good faith to prepare and approve the Sports Complex Agreement regarding the construction, use and operation of the Improvements on the Sports Complex on the Land.

ARTICLE 1
DEVELOPMENT OF THE GENERAL SCOPE OF THE SPORTS COMPLEX

1.01 The YMCA will provide to the City the concept designs (the “Design Concepts”) for the Sports Complex that have been approved by TSTC in the Lease. The City and the

1.02 YMCA will jointly and cooperatively review and revise the Design Concepts as necessary to ensure that the final Design Concepts meet the requirements, if any, of the TPWD Grant and the approval of TSTC.
ARTICLE 2
TPWD GRANT

2.01 The City and the YMCA agree to cooperate jointly on preparation of the TPWD Grant. The City and the YMCA will employ grant writing services, and any additional schematic design and cost estimating services necessary to submit the Grant (the “Grant Costs”). The Grant Costs will be split equally between the YMCA and the City. Once the Grant application for the Improvements to be made to the Sports Complex (the “Grant Application”) has been prepared and approved by the parties, the City will submit the Grant Application to the TPWD.

ARTICLE 3
ASSIGNMENT OF LEASE

3.01 If the Grant for the Improvements is awarded to the City, and the parties have entered into the Sports Complex Agreement, the YMCA will obtain the Assignment of the Lease from TSTC and deliver same to the City.

ARTICLE 4
MATCHING FUNDS

4.01 The YMCA will provide up to $500,000.00 to the City as matching funds equal to the amount of the TPWD Grant in order to further improve and equip the Sports Complex. Any additional costs which are not covered by TPWD Grant or the YMCA matching funds (up to $500,000), will be negotiated by both parties. The YMCA has already improved the Land with 195 paved parking spaces.

ARTICLE 5
USAGE OF THE SPORTS COMPLEX

5.01 The YMCA will receive half of the Sports Complex usage time in order to facilitate YMCA sports and day camp activities, and the City will receive half of the Sports Complex usage time in order to facilitate City sports and day camp activities. The YMCA and the City agree to cooperatively work on a schedule of usage times and dates between the parties (the “Schedule”). The Schedule will be reviewed and potentially adjusted every three years by the City and the YMCA to ensure that the YMCA and the City receive equal use of preferred times.

ARTICLE 6
CITY FUNDING OF CERTAIN EXPENSES RELATED TO THE SPORTS COMPLEX

6.01 The City will fund the following expenses for the term of the Sports Complex Agreement:

a. All maintenance costs and repairs to fixed equipment, parking lots, facilities, and other Improvements and equipment placed into service in the Sports Complex.
b. Upkeep and lawn care.

c. Utilities, water, sewer and electricity.

d. Garbage removal.

e. Police and fire protection (to the extent that such protection is not provided by Williamson County).

**ARTICLE 7**

**RESPONSIBILITY FOR MOVEABLE EQUIPMENT**

7.01 The cost and use of movable equipment and the replacement of movable equipment (non-fixed) such as portable goals, balls, tees, portable toilets, and the like, is the responsibility of the owner or user of the moveable equipment. Moveable equipment is not intended to be shared, unless agreed to by the parties, as may be the case respecting the portable toilets and storage.

**ARTICLE 8**

**FEES FOR USAGE**

8.01 The YMCA and the City will be allowed to charge fees to their respective participants, renters, and contract users during their Scheduled use times. The parties agree that only scheduled and supervised usage may be conducted within the Sports Complex during Scheduled use times. The City will be responsible for scheduling with outside community groups requesting to use the facilities. The City will set the rates and collect fees for private use of the facility for both the YMCA and the City.

**ARTICLE 9**

**OTHER AGREEMENTS REGARDING USAGE OF THE SPORTS COMPLEX AND THE LEASE**

9.01 If either the City or the YMCA does not intend to use the Sports Complex during a Scheduled use time, the party choosing to not use the Sports Complex will notify the other party, and the other party will have the first right of refusal to use the Sports Complex during the other parties’ Scheduled use time. The parties may agree to a reasonable fee for this usage of the Sports Complex.

9.02 The parties agree to provide a Sports Complex Oversight Plan during their Scheduled use time. Any costs associated with negligence during one of the parties’ Scheduled use times, is the responsibility of that party if the agreed upon Oversight Plan was not being adhered to.

9.03 The parties agree to obtain insurance for general liability and for injury to person or property in amounts to be agreed upon by the parties.

9.04 The City agrees to comply with all aspects of the Lease during the term of the Lease and that the Lease may not be modified, amended or assigned by the City during the term of the Sports Complex Agreement without the prior written consent of the YMCA.
The City acknowledges that certain recorded easements (the “Easements”) in favor of: (i) ONCOR Electric Delivery Company LLC (“ONCOR”), of record in Doc. No. 2010023859, Official Public Records of Williamson County, Texas (“OPRWCT”), and (ii) Seminole Pipeline Company, of record in Doc. No. 19992035067, OPRWCT, may affect the construction of the Improvements within the Sports Complex and the uses that may be conducted therein. The YMCA has obtained an Encroachment on Easement from ONCOR of record in Doc. No. 2014023020, OPRWCT. The City and the YMCA agree to abide by the terms and restrictions on usage of the Sports Complex contained within the Easements and the Encroachment on Easement from ONCOR, as may be amended from time to time.

ARTICLE 10
LEGAL EFFECT OF MOU

10.1 This MOU is intended to provide an outline for the obtaining the TPWD Grant, the design, funding and construction of the Improvements, and the usage of the Sports Complex during Scheduled usage times. The MOU is not intended to bind the parties to any of the content of the items presented in the MOU. The parties agree, however, that the terms, conditions, duties and responsibilities stated herein are reasonable and provide an outline for the definitive Sports Complex Agreement to be entered into by the governing bodies of the parties prior to the Assignment of the Lease being made by the YMCA to the City.

Executed and effective this ______ day of ____________________, 2016.

CITY OF HUTTO, TEXAS

By: __________________________
    Mayor of the City of Hutto

YMCA of GREATER WILLIAMSON COUNTY

By: __________________________
    President and CEO
AGENDA ITEM NO.: 10A  AGENDA DATE: July 21, 2016

PRESENTED BY: Micah Grau, Interim City Manager

ITEM: Presentation and discussion concerning the Proposed Fiscal Year 2016-17 Annual Operating Budget.

STRATEGIC GUIDE POLICY: Fiscal and Budgetary

ITEM BACKGROUND: Information on the proposed Fiscal Year 2016-17 annual operating budget will be presented. The workshop will include a discussion on projected revenues and assumptions, property tax, utility rates, capital improvement projects and debt service requirements.

BUDGETARY AND FINANCIAL SUMMARY: The presented information is still preliminary. The FY17 Proposed Annual Operating Budget will be presented on August 4, 2016.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS: Not applicable.

CITY ATTORNEY REVIEW: Not applicable.

STAFF RECOMMENDATION: Not applicable.

SUPPORTING MATERIAL: There are no supporting documents.
AGENDA ITEM NO.: 10B.  AGENDA DATE: July 21, 2016

PRESENTED BY: Helen Ramirez, Development Services Director

ITEM: Work session on the East Street rehabilitation and parking lot project.

STRATEGIC GUIDE POLICY: Mobility

ITEM BACKGROUND:
City staff has been working with the City’s engineer RPS Klotz on the design of the East Street and parking lot improvements project. The work session will provide the Council with an update on the project.

BUDGETARY AND FINANCIAL SUMMARY:
Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
The Historic Preservation Commission has provided input related to the project and the home located at 208 East Street as it is currently listed as a contributing historic structure. City staff will brief the City Council on this input and next steps.

CITY ATTORNEY REVIEW:
Not applicable.

STAFF RECOMMENDATION:
Not applicable.

SUPPORTING MATERIAL:
There are no supporting documents.
CITY OF HUTTO
CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10C. AGENDA DATE: July 21, 2016

PRESENTED BY: Tim Chase, Hutto EDC President

ITEM: Work session to update the City Council on the Hutto Economic Development Corporation's efforts to attract and expand economic development activities in Hutto.

STRATEGIC GUIDE POLICY: Leadership

ITEM BACKGROUND: This item was requested by Mayor Pro Tem Michael Smith and Councilmember Nathan Killough. Tim Chase, President of the Hutto Economic Development Corporation, along with members of the Hutto EDC Board of Directors, will provide an update to the City Council on economic development efforts in Hutto.

BUDGETARY AND FINANCIAL SUMMARY: Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS: Not applicable.

CITY ATTORNEY REVIEW: Not applicable.

STAFF RECOMMENDATION: Not applicable.

SUPPORTING MATERIAL: There are no supporting documents.