CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
THURSDAY, APRIL 16, 2015 AT 7:00 PM
CITY HALL - CITY COUNCIL CHAMBERS
401 WEST FRONT STREET

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

AGENDA

1. CALL SESSION TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PROCLAMATIONS:
   5A. Proclamation declaring May as National Bike Month in Hutto, Texas.
   5B. Proclamation declaring April 22, 2015 as Earth Day in the City of Hutto.

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

7. PUBLIC HEARING:
   7A. Open and conduct a public hearing concerning an amendment the Growth Guidance Plan (Comprehensive Plan) by updating the content and renaming the plan to "Hutto 2040".

8. CONSENT AGENDA ITEMS:

April 16, 2015 - City Council Agenda
All items listed on the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Council member in which event, the item will be removed from the consent agenda and considered as a regular agenda item.

8A. Consideration and possible action on a resolution concerning the subdivision approval extension request for the Hutto Crossing Phase 1 Section 1 Final Plat (1.923 acres, more or less, of land, 1 street), located west of the intersection of FM 685 and the proposed extension of Carl Stern Drive. (Owner: Hutto Mezz Holdings LLC; Applicant: Sierra Consulting LLC)


8C. Consideration and possible action on the second and final reading of an ordinance amending the Fiscal Year 2014-15 Budget.

8D. Consideration and possible action on the meeting minutes for the April 2, 2015 City Council and Planning and Zoning Commission work session and April 2, 2015 City Council regular session.

REGULAR AGENDA ITEMS

9. ORDINANCES:

9A. Consideration and possible action on the first reading of an ordinance amending the Growth Guidance Plan (Comprehensive Plan) by updating the content and renaming the plan to “Hutto 2040”.

9B. Consideration and possible action on the first reading of an ordinance amending Chapter 20, Article 20.04, Code of Ordinances, City of Hutto, Texas repealing and re-adopting guidelines and criteria governing reinvestment zones and tax abatement agreements within the City limits or extraterritorial jurisdiction of Hutto, Texas.

10. RESOLUTIONS:

10A. Consideration and possible action on a resolution concerning an Interlocal Agreement between the City of Hutto and the Capital Metropolitan Transportation Authority to prepare a three year Transit Development Plan (TDP) to identify transit needs, service options and financing, and provide recommendations for transit services for the City of Hutto.

10B. Consideration and possible action on a resolution concerning the execution of an agreement with Raba Kistner Consultants, Inc. for Materials Testing for the Hutto South Wastewater Treatment Plant project.
10C. Consideration and possible action on a resolution recognizing Archer Western Construction as the low bidder and authorizing the Mayor to execute a contract for construction of the Hutto South Wastewater Treatment Plant.

10D. Consideration and possible action on a resolution regarding an interlocal agreement between the City of Hutto and the Hutto Independent School District for a booster pump system for Cottonwood Elementary and Hutto Middle School.

11. **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 April 16, 2015 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on Friday, the 10th day of April 2015 at 12:55 PM.

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@hutto.tx.gov for assistance.
Official Proclamation

Whereas, the bicycle is an economical, healthy, convenient, and environmentally sound form of transportation and an excellent tool for recreation and commuting throughout Hutto; and

Whereas, throughout the month of May, the residents of Hutto and visitors will experience the joys of bicycling through educational programs, commuting events, charity and social events, or by simply getting out and going for a ride; and

Whereas, creating a bicycling-friendly community has been shown to improve citizens’ health, well-being, and quality of life, with the ability to grow the economy of Hutto by attracting tourism dollars, improving traffic safety, supporting student learning outcomes, and reducing pollution, congestion, wear and tear on our streets and roads; and

Whereas, Bike Hutto, Bike Texas, the League of American Bicyclists, schools, parks and recreation departments, police departments, companies and civic groups are promoting bicycling tourism year round to attract more visitors to enjoy our local restaurants, hotels, retail establishments, and cultural and scenic attractions; and

Now therefore, I, Deborah Holland, Mayor of Hutto, do hereby proclaim May 2015 as

“National Bike Month”

in Hutto Texas, and I urge all residents to join me in this special observance.

Proclaimed this 16th day of April, 2015

___________________________
Debbie Holland, Mayor
Official Proclamation

Whereas, the global community now faces extraordinary challenges, such as global health issues, food and water shortages, and economic struggles; and

Whereas, all people, regardless of race, gender, income, or geography, have a moral right to a healthy, sustainable environment with economic growth; and

Whereas, it is understood that the citizens of the global community must step forward and take action to create a green economy to combat global challenges; and

Whereas, a green economy can be achieved on the individual level through educational efforts, public policy, and consumer activism campaigns; and

Whereas, it is necessary to broaden and diversify this global movement to achieve maximum success; and

Whereas, Earth Day is the beginning of a new year for environmental stewardship commitments, to implement sustainability efforts and commit to an Earth Day resolution; and

Now, Therefore, I, Debbie Holland, Mayor of The City of Hutto, do hereby proclaim Wednesday, April 22, 2015, as:

“EARTH DAY”

to support green economy initiatives in Hutto, Texas, and to encourages residents, businesses and institutions to use this day to celebrate the Earth and commit to building a sustainable and green economy

Proclaimed this the 16th day of April, 2015.

CITY OF HUTTO, TEXAS

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Debbie Holland, Mayor
AGENDA ITEM NO.: 7A. AGENDA DATE: April 16, 2015

PRESENTED BY: Erika Ragsdale, CNU-A, Senior Planner, Development Services

ITEM: Open and conduct a public hearing concerning an amendment the Growth Guidance Plan (Comprehensive Plan) by updating the content and renaming the plan to “Hutto 2040”.

STRATEGIC GUIDE POLICY: Growth Guidance

ITEM BACKGROUND:
The Comprehensive Plan is a tool used by cities to guide growth in order to protect the public health, safety and welfare. It outlines the overall vision for the city’s future, and the steps needed to progress toward that vision. Hutto’s Growth Guidance Plan, which was adopted in 2006, currently serves as the city’s Comprehensive Plan. However, Hutto’s growth and evolution over the past decade warrants a more thorough evaluation of the community’s vision and goals.

The Comprehensive Plan will assist boards, commissions, City Council and staff in making recommendations and decisions related to Hutto’s growth. It will also aid property owners and potential developers in understanding the city’s priorities and trajectory for the next 25 years. The Plan will also be updated approximately every 5 years.

Hutto’s Comprehensive Plan, Hutto 2040, is built from a broad, diverse base of public input and review. Planning staff compiled responses from multiple outreach efforts, including the Sustainable Places Project, the 2013 Citizen Survey, and two successful public workshops. Several efforts included an online component, gathering input from residents who could not attend in-person meetings. The Comprehensive Plan outreach hit new levels of participation among residents, reaching those who do not typically attend public meetings on city business.

Staff developed the goals and objectives of Hutto 2040 based on the input received from residents. The goals and objectives are supported by available data and trends, with benchmarks providing a way to measure progress in the future.

Notice was published in the Taylor Daily Press and the Hutto News. 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 held a public hearing on April 7, 2015. No one signed up to speak.

**CITY ATTORNEY REVIEW:**
Not applicable.

**STAFF RECOMMENDATION:**
Staff recommends that the Council hold the public hearing regarding the Hutto’s Comprehensive Plan.

**SUPPORTING MATERIAL:**
1. Public Hearing Notice - Hutto 2040 Comprehensive Plan
NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS THAT THE HUTTO CITY COUNCIL WILL HOLD A PUBLIC HEARING REGARDING:

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE GROWTH GUIDANCE PLAN (ORD. NO. 2006-22) BY UPDATING AND RENAMING IT “HUTTO 2040”; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS, AND ESTABLISHING AN EFFECTIVE DATE.

A public hearing will be held on April 16, 2015 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: March 29, 2015
AGENDA ITEM NO.: 8A.  AGENDA DATE: April 16, 2015

PRESENTED BY: Erika Ragsdale, CNU-A, Senior Planner, Development Services

ITEM: Consideration and possible action on a resolution concerning the subdivision approval extension request for the Hutto Crossing Phase 1 Section 1 Final Plat (1.923 acres, more or less, of land, 1 street), located west of the intersection of FM 685 and the proposed extension of Carl Stern Drive. (Owner: Hutto Mezz Holdings LLC; Applicant: Sierra Consulting LLC)

STRATEGIC GUIDE POLICY: Growth Guidance

ITEM BACKGROUND:
To avoid expiration, the applicant requests a one year extension request for this final plat. The reason is due to delays in construction in relation to the required turn lane on FM 1660 North. The developer anticipates construction beginning in the next five months. The current expiration date is December 19, 2014.

BUDGETARY AND FINANCIAL SUMMARY:
Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
Not applicable.

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

SUPPORTING MATERIAL:
1. Resolution - Hutto Crossing Phase 1 Section 1 Final Plat-Extension Request
2. (Res)Hutto Crossing Phase 1 Section 1 Final Plat-Extension Request(ExA)
3. (Res)Hutto Crossing Phase 1 Section 1 Final Plat-Extension Request(Letter)
RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR OF HUTTO TO APPROVE THE SUBDIVISION APPROVAL EXTENSION FOR THE FINAL PLAT KNOWN AS “HUTTO CROSSING PHASE 1 SECTION 1 FINAL PLAT”; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the City of Hutto Unified Development Code Section 10.204.2 states that unless recorded, fiscal surety has been posted, and/or an extension has been granted, final plat approval expires one (1) year from the date of City Council approval, and;

WHEREAS, an applicant may request, in writing, an extension of final plat approval prior to the end of the one (1) year period, and the City Council may grant an extension not to exceed one (1) year, and;

WHEREAS, the City Council granted final plat approval of said plat on May 15, 2014, with Resolution No. R-14-05-15-12A, and;

WHEREAS, the Development Services Department has reviewed the subdivision approval extension request for compliance with City regulations, and;

WHEREAS, if the subdivision approval extension request is approved by City Council, the expiration date of said extension will be effective on the date of adoption and will expire twelve (12) months from that date, 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 of Hutto to grant the subdivision approval extension request for the final plat known as “Hutto Crossing Phase 1 Section 1 Final Plat”, a copy of same being attached hereto as “Exhibit A” and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the 16th day of the month April, 2015.

THE CITY OF HUTTO, TEXAS

________________________________
Debbie Holland, Mayor

ATTEST:

________________________________
Christine Martinez, City Secretary
HUTTO CROSSING PHASE ONE, SECTION ONE
FINAL PLAT

DESCRIPTION:
The approximate description of a 2.640 acre tract out of the Edwards County Survey, Abstract No. 433 and the Martin survey, Survey No. 43, in the Edwards County, Texas, being a portion of the tract described in the plat of the Hutto Crossing Phase One, Section One. Subject to any covenants and conditions recorded in the plat of the Hutto Crossing Phase One, Section One.

To certify, witness by my hand this ___ day of ____, 2014.

[Signature]

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March 12, 2015

Hutto City Council
409 W. Front Street #200
Hutto, Texas 78634

Subject: Hutto Crossing Phase 1 Section 1

To Whom It May Concern:

As agent for Hutto Option Mezz Holdings LLC, Murfee Engineering Company requests an extension to the May 15, 2015 expiration of the final plat. Construction is planned to be completed within the year.

Sincerely,

[Signature]

Ken Martin, P.E.
Project Engineer

Cc: Mark Meyer, Hutto Option Mezz Holdings, LLC
    George Murfee, P.E., Murfee Engineering Company
    Ronne Gilbert, Murfee Engineering Company
    File 11038.51
AGENDA ITEM NO.: 8B.  AGENDA DATE: April 16, 2015

PRESENTED BY: Karen Daly, City Manager


STRATEGIC GUIDE POLICY: Infrastructure

ITEM BACKGROUND: The Texas Water Development Board requires the submission of a Water Conservation Plan in order to plan for the long-term water needs for the State of Texas. Each Water Conservation Plan must contain a utility profile, drought contingency plan, 5- and 10-year targets, water rate structure that doesn't encourage excessive water use and other planning elements. One of the sections, the Drought Contingency Plan, has enforcement provisions and must be adopted by ordinance. Currently, Hutto's Code of Ordinances includes two sections that provide duplicate and contradictory information. This amendment would consolidate two sections into one.

Water Conservation Plans must be submitted by May 1st to the State.

BUDGETARY AND FINANCIAL SUMMARY: Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS: The Growth Guidance Committee reviewed the Water Conservation Plan and the City's Drought Contingency Plan on March 16, 2015.

CITY ATTORNEY REVIEW: Not applicable.

STAFF RECOMMENDATION: It is recommended that the City Council approve the amendment to the City's Drought Contingency Plan.

SUPPORTING MATERIAL:

1. Ordinance - Drought Contingency
1. Ordinance - Drought Contingency
2. Water Conservation Plan
3. Drought Contingency Plan
ORDINANCE NO. ______

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (2014), CITY OF HUTTO, TEXAS, CHAPTER 24, ARTICLE 24.07, WATER CONSERVATION AND DROUGHT RESPONSE BY REPEALING WATER CONSERVATION, DIVISION 2, AND DROUGHT CONTINGENCY PLAN, DIVISION 3, IN THEIR ENTIRETY AND REPLACING WITH A NEW DIVISION 2 DROUGHT CONTINGENCY PLAN, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

I.

That Chapter 24, Article 24.07, Division 2 and Division 3, Code of Ordinances, City of Hutto, Texas, are hereby replaced in their entirety and shall read as follows:

Division 2. Drought Contingency Plan

Section 24.07.031: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Hutto hereby adopts the following regulations and restrictions on the delivery and consumption of water through a resolution.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section XI of this Plan.

Section 24.07.032: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City by means of press release, scheduling and providing public notice of a public meeting to accept input on the Plan.

Section 24.07.033: Public Education
The City of Hutto will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of press releases, utility bill inserts or other suitable methods.

**Section 24.07.034: Coordination with Regional Water Planning Groups**

The service area of the City of Hutto is located within groundwater conservation district 50 and the City has provided a copy of this Plan to Regional Water Planning Group G.

**Section 24.07.035: Authorization**

The City Manager, or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager, or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

**Section 24.07.036: Applicability**

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Hutto. The terms, person and customer, as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

**Section 24.07.037: Definitions**

For the purposes of this Plan, the following definitions shall apply:

- **Aesthetic water use**: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

- **Commercial and institutional water use**: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

- **Conservation**: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

- **Customer**: any person, company, or organization using water supplied by City of Hutto.

- **Domestic water use**: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

- **Even number address**: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.
Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

(a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
(b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
(c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
(d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
(e) flushing gutters or permitting water to run or accumulate in any gutter or street;
(f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
(g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
(h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
(i) use of water from hydrants for construction purposes or any other purposes other than fire fighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Section 24.07.038: Criteria for Initiation and Termination of Drought Response Stages

The City shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified triggers are reached.

The triggering criteria described below are based on known water supply capacity limits and contractual requirements.

Stage 1 Triggers - MILD Water Shortage Conditions

Requirements for initiation
Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Section VII Definitions, when:

1) When total daily water demand equals or exceeds 85 percent of the total combined supply available
from the City’s wholesale water purchase contracts for 3 consecutive days.

2) If, pursuant to requirements specified in the City of Hutto wholesale water purchase contract with Manville Water Supply Corporation, notification is received requesting initiation of Stage 1 of the Drought Contingency Plan and the City chooses to continue receiving Manville water during that period.

Requirements for termination
Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.

Stage 2 Triggers - MODERATE Water Shortage Conditions

Requirements for initiation
Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when

1) When total daily water demand equals or exceeds 90 percent of the total combined supply available from the City’s wholesale water purchase contracts for 3 consecutive days.

2) If, pursuant to requirements specified in the City of Hutto wholesale water purchase contract with Manville Water Supply Corporation, notification is received requesting initiation of Stage 2 of the Drought Contingency Plan and the City chooses to continue receiving Manville water during that period.

Requirements for termination
Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.

Stage 3 Triggers - SEVERE Water Shortage Conditions

Requirements for initiation
Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when

1) When total daily water demand equals or exceeds 95 percent of the total combined supply available from the City’s wholesale water purchase contracts for 3 consecutive days.

2) If, pursuant to requirements specified in the City of Hutto wholesale water purchase contract with Manville Water Supply Corporation, notification is received requesting initiation of Stage 3 of the Drought Contingency Plan and the City chooses to continue receiving Manville water during that period.
Requirements for termination
Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.

Stage 4 Triggers - CRITICAL Water Shortage Conditions

Requirements for initiation
Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of this Plan when

1) When total daily water demand equals or exceeds 97 percent of the total combined supply available from the City’s wholesale water purchase contracts for 3 consecutive days.

2) If, pursuant to requirements specified in the City of Hutto wholesale water purchase contract with Manville Water Supply Corporation, notification is received requesting initiation of Stage 4 of the Drought Contingency Plan and the City chooses to continue receiving Manville water during that period.

Requirements for termination
Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.

Stage 5 Triggers - EMERGENCY Water Shortage Conditions

Requirements for initiation
Customers shall be required to comply with the requirements and restrictions for Stage 5 of this Plan when City Manager, or his/her designee, determines that a water supply emergency exists based on:

1. Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or

2. Natural or man-made contamination of the water supply source(s).

Requirements for termination
Stage 5 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 2 consecutive days.

Stage 6 Triggers - WATER ALLOCATION

Requirements for initiation
Customers shall be required to comply with the water allocation plan prescribed in Section IX of this Plan and
comply with the requirements and restrictions for Stage 5 of this Plan when the City Manager determines water allocation is necessary.

Requirements for termination - Water allocation may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

Section 24.07.039:  Drought Response Stages

The City Manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a mild, moderate, severe, critical, emergency or water shortage condition exists and shall implement the following notification procedures:

Notification

Notification of the Public:
The City Manager or his/ her designee shall notify the public by means of:

(a) Publication on City Website
(b) Press Release

Additional Notification:
The City Manager or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

Mayor and members of the City Council
Williamson County Emergency Services District #3 Fire Chief
City Emergency Management Coordinator
County Judge & Commissioner(s)
TCEQ (required when mandatory restrictions are imposed)
Major water users
Critical water users, i.e. hospitals
Parks / street superintendents & public facilities managers

Stage 1 Response - MILD Water Shortage Conditions

Target: Achieve a voluntary 10 percent reduction in water use

Voluntary Water Use Restrictions for Reducing Demand:

(a) Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of midnight and 6:00 a.m. and
8:00 p.m. to midnight on designated watering days.

(b) All City Operations shall adhere to water use restrictions prescribed for Stage 2 of the Plan.

(c) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 Response - MODERATE Water Shortage Conditions

**Target:** Achieve a 20 percent reduction in water use.

**Best Management Practices for Supply Management:**

The City will implement the following measures to manage limited water supplies and/or reduce water demand:

(a) Reduce or discontinue flushing of water mains,

(b) Reduce or discontinue irrigation of public landscaped areas.

The City will comply with water use restrictions for Stage 2 when Stage 2 is implemented.

**Water Use Restrictions for Demand Reduction:**
Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

(a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 6:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

(b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 6:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
(c) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 6:00 a.m. and between 8:00 p.m. and 12:00 midnight.

(d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

(e) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the City.

(f) All restaurants are prohibited from serving water to patrons except upon request of the patron.

(g) The following uses of water are defined as non-essential and are prohibited:

1. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
2. use of water to wash down buildings or structures for purposes other than immediate fire protection;
3. use of water for dust control;
4. flushing gutters or permitting water to run or accumulate in any gutter or street; and
5. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Stage 3 Response - SEVERE Water Shortage Conditions

**Target:** Achieve a 40 percent reduction in daily water use.

**Best Management Practices for Supply Management:**

The City will implement the following measures to manage limited water supplies and/or reduce water demand:

(c) Reduce or discontinue flushing of water mains,

(d) Reduce or discontinue irrigation of public landscaped areas.

The City must comply with water use restrictions for Stage 3 when Stage 3 is implemented.

**Water Use Restrictions for Demand Reduction:**

All requirements of Stage 2 shall remain in effect during Stage 3 except:

(a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of
12:00 midnight and 6:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.

Stage 4 Response - CRITICAL Water Shortage Conditions

**Target:** Achieve a 60 percent reduction in daily water use.

**Best Management Practices for Supply Management:**

The City will implement the following measures to manage limited water supplies and/or reduce water demand:

(a) Reduce or discontinue flushing of water mains,

(b) Reduce or discontinue irrigation of public landscaped areas.

The City must comply with water use restrictions for Stage 4 when Stage 4 is implemented.

**Water Use Restrictions for Reducing Demand:** All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

(a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 6:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.

(b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 12:00 a.m. and 6:00 a.m. and between 8:00 p.m. and 12:00 midnight.

(c) The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi-type pools is prohibited.

(d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

(e) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time
as this drought response stage or a higher-numbered stage shall be in effect.

(f) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

Stage 5 Response -- EMERGENCY Water Shortage Conditions

**Target:** Achieve a 75 percent reduction in daily water use.

Best Management Practices for Supply Management:

The City will implement the following measures to manage limited water supplies and/or reduce water demand:

(a) Discontinue flushing of water mains,

(b) Discontinue irrigation of public landscaped areas.

The City must comply with water use restrictions for Stage 5 when Stage 5 is implemented.

Water Use Restrictions for Reducing Demand. All requirements of Stage 2, 3, and 4 shall remain in effect during Stage 5 except:

(a) Irrigation of landscaped areas is absolutely prohibited.

(b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.

Stage 6 Response - WATER ALLOCATION

In the event that water shortage conditions threaten public health, safety, and welfare, the City is hereby authorized to allocate water according to the following water allocation plan:

**Single-Family Residential Customers**

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

<table>
<thead>
<tr>
<th>Persons per Household</th>
<th>Gallons per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 or 2</td>
<td>6,000</td>
</tr>
<tr>
<td>3 or 4</td>
<td>7,000</td>
</tr>
<tr>
<td>5 or 6</td>
<td>8,000</td>
</tr>
<tr>
<td>7 or 8</td>
<td>9,000</td>
</tr>
<tr>
<td>9 or 10</td>
<td>10,000</td>
</tr>
</tbody>
</table>
Household means the residential premises served by the customer’s meter. Persons per household include only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer’s household is comprised of two (2) persons unless the customer notifies the City of a greater number of persons per household on a form prescribed by the City Manager, or his/her designee. The City Manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it shall be the customer’s responsibility to go to the City of Hutto Utility Billing Offices to complete and sign the form claiming more than two (2) persons per household. New customers may claim more persons per household at the time of applying for water service on the form prescribed by the City Manager. When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify the City on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify the City in writing within two (2) days. In prescribing the method for claiming more than two (2) persons per household, the City Manager shall adopt methods to insure the accuracy of the claim.

Any person who falsely reports the number of persons in a household or fails to timely notify the City of a reduction in the number of persons commits a Class C misdemeanor offense and shall be fined not less than $100.00. No culpable mental state is required to prove this offense. If it shown during the trial of the offense that the offense was committed intentionally, knowingly, recklessly, or with criminal negligence then the person shall be fined not less than $500 nor more than $2000.

Residential water customers shall pay the surcharges as provided in the fee schedule in appendix A of this code. Surcharges shall be cumulative.

Master-Metered Multi-Family Residential Customers

The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (example: apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer’s meter serves two dwelling units unless the customer notifies the City of a greater number on a form prescribed by the City Manager. The City Manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does not receive such a form, it shall be the customer’s responsibility to go to the City of Hutto Utility Billing offices to complete and sign the form claiming more than two (2) dwellings. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the City Manager. If the number of dwelling units served by a master meter is reduced, the customer shall notify the City in writing within two (2) days. In prescribing the method for claiming more than two (2) dwelling units, the City Manager shall adopt methods to insure the accuracy of the claim.

Any person who falsely reports the number of dwelling units served by a master meter or fails to timely notify the City of a reduction in the number dwelling units commits a Class C misdemeanor offense and
shall be fined not less than $100. No culpable mental state is required to prove this offense. If it shown during the trial of the offense that the offense was committed intentionally, knowingly, recklessly, or with criminal negligence then the person shall be fined not less than $500 nor more than $2000.

Customers billed from a master meter under this provision who exceed their monthly allocations shall pay monthly surcharges as provided in the fee schedule in appendix A of this code. Surcharges shall be cumulative.

**Commercial Customers**

A monthly water allocation shall be established by the City for each nonresidential commercial customer other than an industrial customer who uses water for processing purposes. The non-residential customer’s allocation shall be approximately 75 percent of the customer’s usage for corresponding month’s billing period for the previous 12 months. If the customer’s billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. Provided, however, a customer, 75 percent of whose monthly usage is less than 3000 gallons, shall be allocated 3000 gallons. The City Manager shall give his/her best effort to see that notice of each non-residential customer’s allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer’s responsibility to contact the City of Hutto Utility Billing Department to determine the allocation. Upon request of the customer or at the initiative of the City Manager, the allocation may be reduced or increased if, (1) the designated period does not accurately reflect the customer’s normal water usage, (2) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer, or (3) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the City Manager. Nonresidential commercial customers shall pay surcharges as provided in the fee schedule in appendix A of this code. The surcharges shall be cumulative.

**Industrial Customers**

A monthly water allocation shall be established by the City for each industrial customer, which uses water for processing purposes. The industrial customer’s allocation shall be approximately 90 percent of the customer’s water usage baseline. Ninety (90) days after the initial imposition of the allocation for industrial customers, the industrial customer’s allocation shall be further reduced to 80 percent of the customer’s water usage baseline. The industrial customer’s water use baseline will be computed on the average water use for the immediately preceding 12 month period ending prior to the date of implementation of Stage 2 of the Plan. If the industrial water customer’s billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. The City shall give best effort to see that notice of each industrial customer’s allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer’s responsibility to contact the City of Hutto Utility Billing Department to determine the allocation, and the allocation shall be fully effective notwithstanding the lack of receipt of written notice. Upon request of the customer or at the initiative of the City, the allocation may be reduced or increased, (1) if the designated period does not accurately reflect the customer’s normal water use because the customer had shutdown a major processing unit for repair or overhaul during the period, (2) the customer has added or is in the process of adding significant
additional processing capacity, (3) the customer has shutdown or significantly reduced the production of a major processing unit, (4) the customer has previously implemented significant permanent water conservation measures such that the ability to further reduce water use is limited, (5) the customer agrees to transfer part of its allocation to another industrial customer, or (6) if other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the City Manager. Industrial customers shall pay surcharges as identified in appendix A of this code. The surcharges shall be cumulative.

**Section 24.07.040: Enforcement; Penalty**

(a) No person shall knowingly or intentionally allow the use of water from the City for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by City Manager, or his/her designee, in accordance with provisions of this Plan.

(b) Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine in accordance with the general penalty in section 1.01.009 of this code. Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the City Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge as provided in the fee schedule of appendix A of this code and any other costs incurred by the City in discontinuing service. In addition, suitable assurance must be given to the City Manager that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

(c) Any person, including a person classified as a water customer of the City, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person’s property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parent’s control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

(d) Any police officer or other employee of the City designated by the City Manager may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the municipal court on the date shown on the citation for which the date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon
delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator’s immediate family or is a resident of the violator’s residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.

Section 24.07.041: Variances

The City Manager, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

(a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
(b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Manager, or his/her designee, and shall include the following:

(a) Name and address of the petitioner(s).
(b) Purpose of water use.
(c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
(d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
(e) Description of the relief requested.
(f) Period of time for which the variance is sought.
(g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
(h) Other pertinent information.

Variances granted by the City shall be subject to the following conditions, unless waived or modified by the City Manager or his/her designee:

(a) Variances shall include a timetable for compliance.
(b) Variances granted shall expire when the plan is no longer in effect, unless the petitioner has failed to meet specific requirements.

No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.
II.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

C. 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.

Alternative 1.

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, PASSED, and ADOPTED on first reading this _____ day of ____________________, 2015.

Alternative 2.

READ and APPROVED on first reading this the _____ day of ____________________, 2015.

READ, APPROVED and ADOPTED on second reading this the _____ day of ____________________, 2015.

__________________________________
Debbie Holland, Mayor
City of Hutto, Texas

ATTEST:
Christine Martinez, City Secretary
Texas Commission on Environmental Quality

UTILITY PROFILE AND WATER CONSERVATION PLAN
REQUIREMENTS FOR MUNICIPAL WATER USE
BY RETAIL PUBLIC WATER SUPPLIERS

This form is provided to assist retail public water suppliers in water conservation plan development. If you need assistance in completing this form or in developing your plan, please contact the conservation staff of the Resource Protection Team in the Water Availability Division at (512) 239-4691.

<table>
<thead>
<tr>
<th>Name:</th>
<th>City of Hutto</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>401 West Front Street</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>(512) 759-4016  Fax: (512) 759-4017</td>
</tr>
<tr>
<td>Regional Water Planning Group:</td>
<td>G</td>
</tr>
<tr>
<td>Form Completed by:</td>
<td>Michael Lafferty, PE</td>
</tr>
<tr>
<td>Title:</td>
<td>Senior Associate Engineer</td>
</tr>
<tr>
<td>Person responsible for implementing conservation program:</td>
<td>Scot Stromsness  Phone: (512) 759-4016</td>
</tr>
<tr>
<td>Signature:</td>
<td>Date: / /</td>
</tr>
</tbody>
</table>

NOTE: If the plan does not provide information for each requirement, include an explanation of why the requirement is not applicable.
I. POPULATION AND CUSTOMER DATA

A. Population and Service Area Data

1. Attach a copy of your service-area map and, if applicable, a copy of your Certificate of Convenience and Necessity (CCN).

2. Service area size (in square miles): 10
(Please attach a copy of service-area map)

3. Current population of service area: 13,649

4. Current population served for:
   a. Water 13,649
   b. Wastewater 20,302

5. Population served for previous five years:

<table>
<thead>
<tr>
<th>Year</th>
<th>Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>13649</td>
</tr>
<tr>
<td>2013</td>
<td>12964</td>
</tr>
<tr>
<td>2012</td>
<td>12462</td>
</tr>
<tr>
<td>2011</td>
<td>11879</td>
</tr>
<tr>
<td>2010</td>
<td>10283</td>
</tr>
</tbody>
</table>

6. Projected population for service area in the following decades:

<table>
<thead>
<tr>
<th>Year</th>
<th>Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>16974</td>
</tr>
<tr>
<td>2030</td>
<td>22406</td>
</tr>
<tr>
<td>2040</td>
<td>28456</td>
</tr>
<tr>
<td>2050</td>
<td>35001</td>
</tr>
<tr>
<td>2060</td>
<td>42001</td>
</tr>
</tbody>
</table>

7. List source or method for the calculation of current and projected population size.

Estimates for current population served by retail water and wastewater service are based upon current customer accounts multiplied by 3.1 people per household (per census). Projected population served by water is calculated using the current population estimate and multiplying by TWDB growth rates for Hutto. Projected population served by wastewater service is taken from values in the Hutto Regional Wastewater Study, TWDB Contract No. 1148311255, for years 2020-2040. Years 2050-2060 are calculated by taking the Hutto WWMP estimate for 2040 and extrapolating with TWDB projected population growth rate.

B. Customers Data

Senate Bill 181 requires that uniform consistent methodologies for calculating water use and conservation be developed and available to retail water providers and certain other water use sectors as
A guide for preparation of water use reports, water conservation plans, and reports on water conservation efforts. A water system must provide the most detailed level of customer and water use data available to it, however, any new billing system purchased must be capable of reporting data for each of the sectors listed below. [http://www.tceq.texas.gov/assets/public/permitting/watersupply/water_rights/sb181_guidance.pdf](http://www.tceq.texas.gov/assets/public/permitting/watersupply/water_rights/sb181_guidance.pdf)

1. Current number of active connections. Check whether multi-family service is counted as ☐ Residential or ☐ Commercial?

<table>
<thead>
<tr>
<th>Treated Water Users</th>
<th>Metered</th>
<th>Non-Metered</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single-Family</td>
<td>4413</td>
<td></td>
<td>4413</td>
</tr>
<tr>
<td>Multi-Family</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial</td>
<td>199</td>
<td></td>
<td>199</td>
</tr>
<tr>
<td>Industrial/Mining</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Institutional</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agriculture</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other/Wholesale</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. List the number of new connections per year for most recent three years.

<table>
<thead>
<tr>
<th>Year</th>
<th>2014</th>
<th>2013</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Treated Water Users</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single-Family</td>
<td>221</td>
<td>162</td>
<td>188</td>
</tr>
<tr>
<td>Multi-Family</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial</td>
<td>6</td>
<td>6</td>
<td>12</td>
</tr>
<tr>
<td>Industrial/Mining</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Institutional</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agriculture</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other/Wholesale</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. List of annual water use for the five highest volume customers.

<table>
<thead>
<tr>
<th>Customer</th>
<th>Use (1,000 gal/year)</th>
<th>Treated or Raw Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Home Depot</td>
<td>5754</td>
<td>Treated</td>
</tr>
<tr>
<td>2. Temple College</td>
<td>4052</td>
<td>Treated</td>
</tr>
<tr>
<td>3. Hippo Partners</td>
<td>2296</td>
<td>Treated</td>
</tr>
<tr>
<td>4. Hanson’s Corner</td>
<td>2059</td>
<td>Treated</td>
</tr>
</tbody>
</table>
II. WATER USE DATA FOR SERVICE AREA

A. Water Accounting Data

1. List the amount of water use for the previous five years (in 1,000 gallons). Indicate whether this is □ diverted or □ treated water.

<table>
<thead>
<tr>
<th>Year</th>
<th>2014</th>
<th>2013</th>
<th>2012</th>
<th>2011</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Month</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>January</td>
<td>28,456</td>
<td>29,235</td>
<td>25,992</td>
<td>23,443</td>
<td>20,172</td>
</tr>
<tr>
<td>February</td>
<td>25,572</td>
<td>28,936</td>
<td>23,224</td>
<td>21,947</td>
<td>17,558</td>
</tr>
<tr>
<td>March</td>
<td>29,393</td>
<td>34,824</td>
<td>26,784</td>
<td>27,929</td>
<td>20,135</td>
</tr>
<tr>
<td>April</td>
<td>32,897</td>
<td>34,593</td>
<td>34,032</td>
<td>34,782</td>
<td>22,437</td>
</tr>
<tr>
<td>May</td>
<td>35,976</td>
<td>40,700</td>
<td>36,403</td>
<td>42,126</td>
<td>30,361</td>
</tr>
<tr>
<td>June</td>
<td>36,914</td>
<td>41,798</td>
<td>44,332</td>
<td>45,462</td>
<td>34,540</td>
</tr>
<tr>
<td>July</td>
<td>38,457</td>
<td>42,286</td>
<td>39,932</td>
<td>48,506</td>
<td>27,066</td>
</tr>
<tr>
<td>August</td>
<td>45,351</td>
<td>46,010</td>
<td>46,696</td>
<td>52,391</td>
<td>38,251</td>
</tr>
<tr>
<td>September</td>
<td>38,122</td>
<td>38,028</td>
<td>41,076</td>
<td>46,463</td>
<td>26,206</td>
</tr>
<tr>
<td>October</td>
<td>40,056</td>
<td>31,046</td>
<td>35,429</td>
<td>35,579</td>
<td>26,922</td>
</tr>
<tr>
<td>November</td>
<td>27,720</td>
<td>24,564</td>
<td>35,510</td>
<td>29,195</td>
<td>29,384</td>
</tr>
<tr>
<td>December</td>
<td>27,191</td>
<td>27,197</td>
<td>32,637</td>
<td>25,652</td>
<td>28,337</td>
</tr>
<tr>
<td>Totals</td>
<td>406,194</td>
<td>419,215</td>
<td>422,046</td>
<td>433,476</td>
<td>321,369</td>
</tr>
</tbody>
</table>

Describe how the above figures were determine (e.g. from a master meter located at the point of a diversion from the source, or located at a point where raw water enters the treatment plant, or from water sales).

Figures above determined from meter readings from the points of intake from Heart of Texas WSC, Manville WSC and City of Taylor.

2. Amount of water (in 1,000 gallons) delivered/sold as recorded by the following account types for the past five years.

<table>
<thead>
<tr>
<th>Year</th>
<th>2014</th>
<th>2013</th>
<th>2012</th>
<th>2011</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Types</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single-Family</td>
<td>218,559.54</td>
<td>228,640.68</td>
<td>285,842.23</td>
<td>308,060.61</td>
<td>228,262.26</td>
</tr>
<tr>
<td>Multi-Family</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial</td>
<td>144,545.93</td>
<td>161,326.95</td>
<td>78,771.85</td>
<td>66,825.55</td>
<td>53,726.07</td>
</tr>
<tr>
<td>Industrial/Mining</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Institutional</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agriculture</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3. List the previous records for water loss for the past five years (the difference between water diverted or treated and water delivered or sold).

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount (gallons)</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>43,088,696</td>
<td>10</td>
</tr>
<tr>
<td>2013</td>
<td>29,247,700</td>
<td>7</td>
</tr>
<tr>
<td>2012</td>
<td>57,431,729</td>
<td>14</td>
</tr>
<tr>
<td>2011</td>
<td>58,589,603</td>
<td>14</td>
</tr>
<tr>
<td>2010</td>
<td>39,380,671</td>
<td>12</td>
</tr>
</tbody>
</table>

B. Projected Water Demands

If applicable, attach or cite projected water supply demands from the applicable Regional Water Planning Group for the next ten years using information such as population trends, historical water use, and economic growth in the service area over the next ten years and any additional water supply requirements from such growth.

III. WATER SUPPLY SYSTEM DATA

A. Water Supply Sources

List all current water supply sources and the amounts authorized (in acre feet) with each.

<table>
<thead>
<tr>
<th>Water Type</th>
<th>Source</th>
<th>Amount Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface Water</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Groundwater</td>
<td>Manville WSC, City of Taylor, Heart of Texas WSC</td>
<td>2688.34</td>
</tr>
<tr>
<td>Contracts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Treatment and Distribution System

1. Design daily capacity of system (MGD): 2.4

2. Storage capacity (MGD):
   a. Elevated 2.2
   b. Ground 2.0
3. If surface water, do you recycle filter backwash to the head of the plant?  
☐ Yes  ☐ No  If yes, approximate amount (MGD):

IV. WASTEWATER SYSTEM DATA

A. Wastewater System Data (if applicable)

1. Design capacity of wastewater treatment plant(s) (MGD): 1.7

2. Treated effluent is used for ☐ on-site irrigation, ☐ off-site irrigation, for ☐ plant wash-down, and/or for ☐ chlorination/dechlorination.
   If yes, approximate amount (in gallons per month):

3. Briefly describe the wastewater system(s) of the area serviced by the water utility. Describe how treated wastewater is disposed. Where applicable, identify treatment plant(s) with the TCEQ name and number, the operator, owner, and the receiving stream if wastewater is discharged.
   The retail wastewater system service area for City of Hutto extends from Lakeside Estates subdivision near SH 130 at the southern city limits boundary to Limmer Loop. Wholesale wastewater service is provided for two neighborhoods north of Limmer Loop within the CCN controlled by Jonah SUD. Treatment for wastewater is provided by the Hutto Wastewater Treatment Facility, TPDES permit No. WQ0011324001, EPA I.D. No. TX00255377. This plant is owned by the City of Hutto, operated by the Brazos River Authority and discharges to Cottonwood Creek.

B. Wastewater Data for Service Area (if applicable)

1. Percent of water service area served by wastewater system: 100%

2. Monthly volume treated for previous five years (in 1,000 gallons):

<table>
<thead>
<tr>
<th>Year</th>
<th>2014</th>
<th>2013</th>
<th>2012</th>
<th>2011</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Month</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>January</td>
<td>34,206</td>
<td>32,799.5</td>
<td>32,759</td>
<td>50,004</td>
<td>47,190</td>
</tr>
<tr>
<td>February</td>
<td>29,308</td>
<td>27,281</td>
<td>32,307</td>
<td>27,161</td>
<td>52,380</td>
</tr>
<tr>
<td>March</td>
<td>32,792</td>
<td>29,585.4</td>
<td>35,975.9</td>
<td>26,334</td>
<td>51,425</td>
</tr>
<tr>
<td>April</td>
<td>30,496</td>
<td>29,835</td>
<td>29,789</td>
<td>25,221</td>
<td>32,122</td>
</tr>
<tr>
<td>May</td>
<td>36,705</td>
<td>29,576</td>
<td>33,014</td>
<td>25,989</td>
<td>30,663</td>
</tr>
<tr>
<td>June</td>
<td>32,604</td>
<td>27,739</td>
<td>28,446</td>
<td>23,907</td>
<td>31,875</td>
</tr>
<tr>
<td>July</td>
<td>32,811</td>
<td>28,600</td>
<td>29,625</td>
<td>24,354</td>
<td>31,095</td>
</tr>
<tr>
<td>August</td>
<td>29,850</td>
<td>27,684</td>
<td>28,389</td>
<td>25,423</td>
<td>28,427</td>
</tr>
<tr>
<td>September</td>
<td>33,077</td>
<td>27,354</td>
<td>34,054</td>
<td>25,044</td>
<td>32,242</td>
</tr>
<tr>
<td>October</td>
<td>29,951</td>
<td>34,425</td>
<td>29,542</td>
<td>26,226</td>
<td>29,936</td>
</tr>
</tbody>
</table>
V. Water Conservation Plan

A. Conservation Goals

Average per capita use over the previous five years is 92 gallons per capita per day (gpcd). The City will seek to reduce per capita usage to 91 gpcd over the next five years and 90 gpcd in the next 10 years.

For the period of 2010-2014, average yearly water loss for the water system is 11% of total volume purchased from suppliers or 11 gpcd. The City will strive to reduce water loss to 10.5 gpcd over the next five years and 10 gpcd over the next 10 years.

B. Metering Devices

All contracted water supply sources are metered at the point of delivery. All meters were tested in August 2014 and read within plus or minus 5 percent. Periodic testing will be conducted to ensure meters are operating within acceptable limits.

C. Universal Metering & Meter Maintenance

1. All water customers, include City owned facilities, are metered. All meters, where practical, have been fitted with an automatic meter reading system

2. Meters larger than 2-inch are to be tested every five years.

3. Meters smaller than 2-inch are to be tested and/or replaced every 10 years or after registering between 1 and 1.5 million gallons.

D. Leak Detection and Repair

City employees are encouraged to report all leaks. Public Works Department staff are required to report all leaks encountered during operations and maintenance activities. Citizens are able to report water leaks using the citizen help center on the City’s website or the HuttoNow mobile application.

1. Staff investigates all reported leaks and repairs as necessary.

2. Utility department records amount of water lost using spreadsheet that accounts for size of break, estimated time, etc.

3. Estimated water lost due to leaks and flushing of dead-end lines is recorded in the monthly water production record and the annual water audit.

E. Unaccounted-For Water Use

The City performs annual top-down water audits and periodic bottom-up water audits to determine sources of unaccounted for water and their impact.

F. Continuing Public Education & Information

Water conservation education materials for customers shall be made available in an ongoing basis. Mediums for distribution shall include, but are not limited to, the City’s e-mail newsletter, the City’s
website and pamphlets at public facilities. New customers shall receive general conservation information when applying for service. Conservation information will be provided to all customers annually through utility bill inserts or other suitable methods.

G. **Reservoir Systems Operations Plan**

Requirement does not apply as the City does not own or operate water supply reservoirs.

H. **Non-Promotional Water Rate Structure**

The City’s water rate structure is included as Appendix A. A base rate is charged based on meter size and whether the meter is within or outside city limits. In addition to the base rate, customers are charged a monthly rate per 1,000 gallons of usage. For single family residential customers this is an inclined rate for 4 volumetric categories: 0 to 5000 gallons, 5001 to 12000 gallons, 12001 to 25000 gallons and greater than 25000 gallons. For non single-family customers there is a single rate per 1000 gallons of usage for all consumption.

Service regulations that address the conservation of water include the following:

a. Requirements that there be no free service.
b. All City departments that use water service shall pay the same user rates set out.
c. All usage through City fire hydrants shall be authorized by the City and that usage shall be charged a metered rate.

I. **Enforcement Procedure and Plan Adoption**

1. Plan Adoption
   a. The Water Conservation Plan will be adopted by resolution of the City Council.

2. Implementation
   a. New service connections will be provided with water conservation practice information.
   b. Existing customers will be encouraged to replace fixtures with water saving devices.
   c. All new structures will be built per the 2009 International Plumbing Code and International Building Code. All new construction or renovations are required to install water conserving plumbing fixtures.

3. Enforcement
   a. An active program for collection of delinquent accounts will be pursued by the City.
   b. Criminal charges will be enforced against water theft.

J. **Coordination with the Regional Water Planning Group(s)**

Regional Water Planning Group G shall be informed of the Water Conservation Plan. Documentation of this contact can be found in Appendix B.

K. **Plan Review and Update**

The Water Conservation Plan shall be updated every five years to coincide with the regional water planning group. An implementation report will be submitted with the updated plan.

L. **Contract Requirements**

Future wholesale customers that enter into a wholesale water supply contract with the City shall be required to implement a water conservation plan or water conservation measures. The wholesale
contract shall also require that water conservation plans or conservation measures be implemented in any customer supplied with resale from the initial supplier contracted with the City.
Division 3. Drought Contingency Plan

Section 24.07.071: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Hutto hereby adopts the following regulations and restrictions on the delivery and consumption of water through a resolution.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section XI of this Plan.

Section 24.07.072: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City by means of press release, scheduling and providing public notice of a public meeting to accept input on the Plan.

Section 24.07.073: Public Education

The City of Hutto will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of press releases, utility bill inserts or other suitable methods.

Section 24.07.074: Coordination with Regional Water Planning Groups

The service area of the City of Hutto is located within groundwater conservation district 50 and the City has provided a copy of this Plan to Regional Water Planning Group G.

Section 24.07.075: Authorization

The City Manager, or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and
welfare. The City Manager, or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section 24.07.076: Applicability

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Hutto. The terms, person and customer, as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

Section 24.07.077: Definitions

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by City of Hutto.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

(a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
(b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
(c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other
hard-surfaced areas;
(d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
(e) flushing gutters or permitting water to run or accumulate in any gutter or street;
(f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
(g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
(h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
(i) use of water from hydrants for construction purposes or any other purposes other than fire fighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Section 24.07.078: Criteria for Initiation and Termination of Drought Response Stages

The City shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified triggers are reached.

The triggering criteria described below are based on known water supply capacity limits and contractual requirements.

Stage 1 Triggers - MILD Water Shortage Conditions

Requirements for initiation
Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Section VII Definitions, when

1) When total daily water demand equals or exceeds 85 percent of the total combined supply available from the City’s wholesale water purchase contracts for 3 consecutive days.

2) If, pursuant to requirements specified in the City of Hutto wholesale water purchase contract with Manville Water Supply Corporation, notification is received requesting initiation of Stage 1 of the Drought Contingency Plan and the City chooses to continue receiving Manville water during that period.

Requirements for termination
Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.

Stage 2 Triggers - MODERATE Water Shortage Conditions

Requirements for initiation
Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when

1) When total daily water demand equals or exceeds 90 percent of the total combined supply available from the City’s wholesale water purchase contracts for 3 consecutive days.

2) If, pursuant to requirements specified in the City of Hutto wholesale water purchase contract with Manville Water Supply Corporation, notification is received requesting initiation of Stage 2 of the Drought Contingency Plan and the City chooses to continue receiving Manville water during that period.

Requirements for termination
Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.

Stage 3 Triggers - SEVERE Water Shortage Conditions

Requirements for initiation
Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when

1) When total daily water demand equals or exceeds 95 percent of the total combined supply available from the City’s wholesale water purchase contracts for 3 consecutive days.

2) If, pursuant to requirements specified in the City of Hutto wholesale water purchase contract with Manville Water Supply Corporation, notification is received requesting initiation of Stage 3 of the Drought Contingency Plan and the City chooses to continue receiving Manville water during that period.

Requirements for termination
Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.

Stage 4 Triggers - CRITICAL Water Shortage Conditions

Requirements for initiation
Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of this Plan when

1) When total daily water demand equals or exceeds 97 percent of the total combined supply available from the City’s wholesale water purchase contracts for 3 consecutive days.
2) If, pursuant to requirements specified in the City of Hutto wholesale water purchase contract with Manville Water Supply Corporation, notification is received requesting initiation of Stage 4 of the Drought Contingency Plan and the City chooses to continue receiving Manville water during that period.

Requirements for termination
Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.

Stage 5 Triggers - EMERGENCY Water Shortage Conditions

Requirements for initiation
Customers shall be required to comply with the requirements and restrictions for Stage 5 of this Plan when City Manager, or his/her designee, determines that a water supply emergency exists based on:

1. Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or
2. Natural or man-made contamination of the water supply source(s).

Requirements for termination
Stage 5 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 2 consecutive days.

Stage 6 Triggers - WATER ALLOCATION

Requirements for initiation
Customers shall be required to comply with the water allocation plan prescribed in Section IX of this Plan and comply with the requirements and restrictions for Stage 5 of this Plan when the City Manager determines water allocation is necessary.

Requirements for termination - Water allocation may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

Section 24.07.079: Drought Response Stages

The City Manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a mild, moderate, severe, critical, emergency or water shortage condition exists and shall implement the following notification procedures:

Notification
Notification of the Public:
The City Manager or his/ her designee shall notify the public by means of:

(a) Publication on City Website
(b) Press Release

Additional Notification:
The City Manager or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

- Mayor and members of the City Council
- Williamson County Emergency Services District #3 Fire Chief
- City Emergency Management Coordinator
- County Judge & Commissioner(s)
- TCEQ (required when mandatory restrictions are imposed)
- Major water users
- Critical water users, i.e. hospitals
- Parks / street superintendents & public facilities managers
Stage 1 Response - MILD Water Shortage Conditions

**Target:** Achieve a voluntary 10 percent reduction in water use

**Voluntary Water Use Restrictions for Reducing Demand:**

(a) Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of midnight and 6:00 a.m. and 8:00 p.m. to midnight on designated watering days.

(b) All City Operations shall adhere to water use restrictions prescribed for Stage 2 of the Plan.

(c) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 Response - MODERATE Water Shortage Conditions

**Target:** Achieve a 20 percent reduction in water use.

**Best Management Practices for Supply Management:**

The City will implement the following measures to manage limited water supplies and/or reduce water demand:

(a) Reduce or discontinue flushing of water mains,

(b) Reduce or discontinue irrigation of public landscaped areas.

The City will comply with water use restrictions for Stage 2 when Stage 2 is implemented.

**Water Use Restrictions for Demand Reduction:**

Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

(a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 6:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
(b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 6:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.

(c) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 6:00 a.m. and between 8:00 p.m. and 12:00 midnight.

(d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

(e) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the City.

(f) All restaurants are prohibited from serving water to patrons except upon request of the patron.

(g) The following uses of water are defined as non-essential and are prohibited:

1. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
2. use of water to wash down buildings or structures for purposes other than immediate fire protection;
3. use of water for dust control;
4. flushing gutters or permitting water to run or accumulate in any gutter or street; and
5. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

**Stage 3 Response - SEVERE Water Shortage Conditions**

**Target:** Achieve a 40 percent reduction in daily water use.

**Best Management Practices for Supply Management:**

The City will implement the following measures to manage limited water supplies and/or reduce water demand:

(c) Reduce or discontinue flushing of water mains,
(d) Reduce or discontinue irrigation of public landscaped areas.

The City must comply with water use restrictions for Stage 3 when Stage 3 is implemented.

**Water Use Restrictions for Demand Reduction:**
All requirements of Stage 2 shall remain in effect during Stage 3 except:

(a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 6:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.

**Stage 4 Response - CRITICAL Water Shortage Conditions**

**Target:** Achieve a 60 percent reduction in daily water use.

**Best Management Practices for Supply Management:**

The City will implement the following measures to manage limited water supplies and/or reduce water demand:

(a) Reduce or discontinue flushing of water mains,

(b) Reduce or discontinue irrigation of public landscaped areas.

The City must comply with water use restrictions for Stage 4 when Stage 4 is implemented.

**Water Use Restrictions for Reducing Demand:** All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

(a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 6:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.

(b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 12:00 a.m. and 6:00 a.m. and between 8:00 p.m. and 12:00 midnight.

(c) The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi-type pools is prohibited.
(d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

(e) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

(f) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

Stage 5 Response -- EMERGENCY Water Shortage Conditions

**Target:** Achieve a 75 percent reduction in daily water use.

**Best Management Practices for Supply Management:**

The City will implement the following measures to manage limited water supplies and/or reduce water demand:

(a) Discontinue flushing of water mains,

(b) Discontinue irrigation of public landscaped areas.

The City must comply with water use restrictions for Stage 5 when Stage 5 is implemented.

**Water Use Restrictions for Reducing Demand.** All requirements of Stage 2, 3, and 4 shall remain in effect during Stage 5 except:

(a) Irrigation of landscaped areas is absolutely prohibited.

(b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.

Stage 6 Response - WATER ALLOCATION

In the event that water shortage conditions threaten public health, safety, and welfare, the City is hereby authorized to allocate water according to the following water allocation plan:
Single-Family Residential Customers

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

<table>
<thead>
<tr>
<th>Persons per Household</th>
<th>Gallons per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 or 2</td>
<td>6,000</td>
</tr>
<tr>
<td>3 or 4</td>
<td>7,000</td>
</tr>
<tr>
<td>5 or 6</td>
<td>8,000</td>
</tr>
<tr>
<td>7 or 8</td>
<td>9,000</td>
</tr>
<tr>
<td>9 or 10</td>
<td>10,000</td>
</tr>
<tr>
<td>11 or more</td>
<td>12,000</td>
</tr>
</tbody>
</table>
Household means the residential premises served by the customer’s meter. Persons per household include only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer’s household is comprised of two (2) persons unless the customer notifies the City of a greater number of persons per household on a form prescribed by the City Manager, or his/her designee. The City Manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it shall be the customer’s responsibility to go to the City of Hutto Utility Billing Offices to complete and sign the form claiming more than two (2) persons per household. New customers may claim more persons per household at the time of applying for water service on the form prescribed by the City Manager. When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify the City on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify the City in writing within two (2) days. In prescribing the method for claiming more than two (2) persons per household, the City Manager shall adopt methods to insure the accuracy of the claim.

Any person who falsely reports the number of persons in a household or fails to timely notify the City of a reduction in the number of persons commits a Class C misdemeanor offense and shall be fined not less than $100.00. No culpable mental state is required to prove this offense. If it shown during the trial of the offense that the offense was committed intentionally, knowingly, recklessly, or with criminal negligence then the person shall be fined not less than $500 nor more than $2000.

Residential water customers shall pay the surcharges as provided in the fee schedule in appendix A of this code. Surcharges shall be cumulative.

**Master-Metered Multi-Family Residential Customers**

The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (example: apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer’s meter serves two dwelling units unless the customer notifies the City of a greater number on a form prescribed by the City Manager. The City Manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does not receive such a form, it shall be the customer’s responsibility to go to the City of Hutto Utility Billing offices to complete and sign the form claiming more than two (2) dwellings. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the City Manager. If the number of dwelling units served by a master meter is reduced, the customer shall notify the City in writing within two (2) days. In prescribing the method for claiming more than two (2) dwelling units, the City Manager shall adopt methods to insure the accuracy of the claim.

Any person who falsely reports the number of dwelling units served by a master meter or fails to timely notify the City of a reduction in the number dwelling units commits a Class C misdemeanor offense and shall be fined not less than $100. No culpable mental state is required to prove this offense. If it shown during the trial of the offense that the offense was committed intentionally, knowingly, recklessly, or with criminal negligence then the person shall be fined not less than $500 nor more than $2000.
Customers billed from a master meter under this provision who exceed their monthly allocations shall pay monthly surcharges as provided in the fee schedule in appendix A of this code. Surcharges shall be cumulative.

**Commercial Customers**

A monthly water allocation shall be established by the City for each nonresidential commercial customer other than an industrial customer who uses water for processing purposes. The non-residential customer’s allocation shall be approximately 75 percent of the customer’s usage for corresponding month’s billing period for the previous 12 months. If the customer’s billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. Provided, however, a customer, 75 percent of whose monthly usage is less than 3000 gallons, shall be allocated 3000 gallons. The City Manager shall give his/her best effort to see that notice of each non-residential customer’s allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer’s responsibility to contact the City of Hutto Utility Billing Department to determine the allocation. Upon request of the customer or at the initiative of the City Manager, the allocation may be reduced or increased if, (1) the designated period does not accurately reflect the customer’s normal water usage, (2) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer, or (3) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the City Manager. Nonresidential commercial customers shall pay surcharges as provided in the fee schedule in appendix A of this code. The surcharges shall be cumulative.

**Industrial Customers**

A monthly water allocation shall be established by the City for each industrial customer, which uses water for processing purposes. The industrial customer’s allocation shall be approximately 90 percent of the customer’s water usage baseline. Ninety (90) days after the initial imposition of the allocation for industrial customers, the industrial customer’s allocation shall be further reduced to 80 percent of the customer’s water usage baseline. The industrial customer’s water use baseline will be computed on the average water use for the immediately preceding 12 month period ending prior to the date of implementation of Stage 2 of the Plan. If the industrial water customer’s billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists. The City shall give best effort to see that notice of each industrial customer’s allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer’s responsibility to contact the City of Hutto Utility Billing Department to determine the allocation, and the allocation shall be fully effective notwithstanding the lack of receipt of written notice. Upon request of the customer or at the initiative of the City, the allocation may be reduced or increased, (1) if the designated period does not accurately reflect the customer’s normal water use because the customer had shutdown a major processing unit for repair or overhaul during the period, (2) the customer has added or is in the process of adding significant additional processing capacity, (3) the customer has shutdown or significantly reduced the production of a major processing unit, (4) the customer has previously implemented significant permanent water
conservation measures such that the ability to further reduce water use is limited, (5) the customer agrees to transfer part of its allocation to another industrial customer, or (6) if other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the City Manager. Industrial customers shall pay surcharges as identified in appendix A of this code. The surcharges shall be cumulative.

Section 24.07.080: Enforcement; Penalty

(a) No person shall knowingly or intentionally allow the use of water from the City for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by City Manager, or his/her designee, in accordance with provisions of this Plan.

(b) Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine in accordance with the general penalty in section 1.01.009 of this code. Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the City Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge as provided in the fee schedule of appendix A of this code and any other costs incurred by the City in discontinuing service. In addition, suitable assurance must be given to the City Manager that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

(c) Any person, including a person classified as a water customer of the City, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person’s property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parent’s control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

(d) Any police officer or other employee of the City designated by the City Manager may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the municipal court on the date shown on the citation for which the date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator’s immediate family or is a resident of the violator’s residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for
the violation of this Plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.
Section 24.07.081: Variances

The City Manager, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

(a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
(b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Manager, or his/her designee, and shall include the following:

(a) Name and address of the petitioner(s).
(b) Purpose of water use.
(c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
(d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
(e) Description of the relief requested.
(f) Period of time for which the variance is sought.
(g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
(h) Other pertinent information.

Variances granted by the City shall be subject to the following conditions, unless waived or modified by the City Manager or his/her designee:

(a) Variances shall include a timetable for compliance.
(b) Variances granted shall expire when the plan is no longer in effect, unless the petitioner has failed to meet specific requirements.

No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.
AGENDA ITEM NO.: 8C. AGENDA DATE: April 16, 2015

PRESENTED BY: Melanie Hudson, Director of Finance

ITEM: Consideration and possible action on the second and final reading of an ordinance amending the Fiscal Year 2014-15 Budget.

STRATEGIC GUIDE POLICY: Fiscal and Budgetary

ITEM BACKGROUND:
This represents the second amendment of the FY15 Budget. The amendment includes adjustments to the beginning fund balance based on our current Audit, as well as adjustments to the City's operating, capital projects, and special revenue funds. The amendments are detailed in the Exhibit A Fund Summaries. This is a comprehensive amendment as all funds are adjusted based on the audited beginning fund balance.

BUDGETARY AND FINANCIAL SUMMARY:
Please see Exhibit A for the financial summary.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
The Fiscal & Budgetary Committee reviewed the draft budget amendment prior to the finalization of fund balances from the annual audit.

CITY ATTORNEY REVIEW:
Not applicable.

STAFF RECOMMENDATION:
Staff recommends the Council approve the second reading of the ordinance.

SUPPORTING MATERIAL:
1. FY15 BA #2 Ordinance
2. FY15 BA #2 Exhibit A
3. FY15 BA #2 Highlights
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE
FISCAL YEAR 2014-15 BUDGET FOR BEGINNING FUND BALANCE
BASED ON CURRENT AUDIT, OPERATING, CAPITAL PROJECTS,
AND OTHER MISCELLANEOUS ADJUSTMENTS TO SPECIAL
REVENUE FUNDS.

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, 2014, and ending September 30, 2015, 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, 2014, and ending September 30, 2015.

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 2nd day of April 2015, 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 16th day of April 2015, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

THE CITY OF HUTTO, TEXAS

___________________________________
Debbie Holland, MAYOR

ATTEST:

______________________________
Christine Martinez, CITY SECRETARY
### General Fund

#### Revenues

<table>
<thead>
<tr>
<th>Description</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</th>
<th>DIFFERENCE</th>
<th>% BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Taxes</td>
<td>4,654,495</td>
<td>4,367,370</td>
<td>4,695,804</td>
<td>41,309</td>
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<tr>
<td>Sales Taxes</td>
<td>2,084,777</td>
<td>904,405</td>
<td>2,084,777</td>
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<td>43.38%</td>
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<tr>
<td>Franchise Fees</td>
<td>714,575</td>
<td>145,094</td>
<td>714,575</td>
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<td>20.30%</td>
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<tr>
<td>Building and Development</td>
<td>644,650</td>
<td>394,505</td>
<td>689,651</td>
<td>45,001</td>
<td>61.20%</td>
</tr>
<tr>
<td>Fines</td>
<td>201,700</td>
<td>123,833</td>
<td>201,700</td>
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<td>61.39%</td>
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<tr>
<td>Interlocal - HISD Reimbursement for SRO</td>
<td>150,000</td>
<td>61,947</td>
<td>165,000</td>
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<tr>
<td>Park Revenues</td>
<td>114,000</td>
<td>39,959</td>
<td>114,000</td>
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<tr>
<td>Other</td>
<td>565,920</td>
<td>63,752</td>
<td>584,536</td>
<td>18,616</td>
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#### Expenditures

##### City Administration

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<thead>
<tr>
<th>Description</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</th>
<th>DIFFERENCE</th>
<th>% BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Manager's Office</td>
<td>539,936</td>
<td>262,112</td>
<td>582,680</td>
<td>22,744</td>
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<td>City Council</td>
<td>668,726</td>
<td>262,951</td>
<td>668,726</td>
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<tr>
<td>City Secretary's Office</td>
<td>154,763</td>
<td>58,314</td>
<td>154,763</td>
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</tr>
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<td>Human Resources</td>
<td>282,949</td>
<td>139,688</td>
<td>283,962</td>
<td>1,013</td>
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<td>Downtown</td>
<td>115,666</td>
<td>40,285</td>
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<tr>
<td>GIS</td>
<td>69,772</td>
<td>25,983</td>
<td>73,331</td>
<td>3,559</td>
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</table>

##### Development Services

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<tr>
<th>Description</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</th>
<th>DIFFERENCE</th>
<th>% BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning</td>
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<td>190,792</td>
<td>396,519</td>
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<tr>
<td>Building/Code Enforcement</td>
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<td>167,731</td>
<td>244,182</td>
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<td>68.69%</td>
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##### Public Works

<table>
<thead>
<tr>
<th>Description</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</th>
<th>DIFFERENCE</th>
<th>% BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>234,552</td>
<td>91,488</td>
<td>234,999</td>
<td>247</td>
<td>39.01%</td>
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<tr>
<td>Animal Control</td>
<td>127,598</td>
<td>43,874</td>
<td>43,876</td>
<td></td>
<td>34.38%</td>
</tr>
<tr>
<td>Streets &amp; Drainage</td>
<td>759,656</td>
<td>370,724</td>
<td>759,656</td>
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<td>48.80%</td>
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<td>Facility Maintenance</td>
<td>25,815</td>
<td>7,812</td>
<td>25,815</td>
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##### Public Safety

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<tr>
<th>Description</th>
<th>BUDGET</th>
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<th>% BUDGET</th>
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<tr>
<td>Administration</td>
<td>866,325</td>
<td>453,865</td>
<td>854,656</td>
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<tr>
<td>Animal Control</td>
<td>127,598</td>
<td>43,874</td>
<td>43,876</td>
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<tr>
<td>Patrol</td>
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<td>1,740,274</td>
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<td>Investigations</td>
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<td>117,711</td>
<td>367,584</td>
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<td>School Resource Officer</td>
<td>268,217</td>
<td>101,136</td>
<td>272,241</td>
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##### Parks

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<tr>
<th>Description</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</th>
<th>DIFFERENCE</th>
<th>% BUDGET</th>
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<tr>
<td>Parks Administration</td>
<td>262,574</td>
<td>95,194</td>
<td>262,574</td>
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<td>36.23%</td>
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<tr>
<td>Library</td>
<td>202,659</td>
<td>76,353</td>
<td>202,659</td>
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<tr>
<td>Recreation</td>
<td>228,746</td>
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<td>Parks Maintenance</td>
<td>400,975</td>
<td>160,178</td>
<td>403,756</td>
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##### Engineering

<table>
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<tr>
<th>Description</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</th>
<th>DIFFERENCE</th>
<th>% BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering</td>
<td>464,454</td>
<td>164,752</td>
<td>464,454</td>
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<td>33.47%</td>
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##### General Services

<table>
<thead>
<tr>
<th>Description</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</th>
<th>DIFFERENCE</th>
<th>% BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>221,974</td>
<td>70,963</td>
<td>221,974</td>
<td></td>
<td>31.97%</td>
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<td>Information Technology</td>
<td>410,821</td>
<td>212,319</td>
<td>408,002</td>
<td>(2,819)</td>
<td>51.68%</td>
</tr>
<tr>
<td>Utility Billing</td>
<td>377,080</td>
<td>144,308</td>
<td>377,080</td>
<td></td>
<td>39.27%</td>
</tr>
<tr>
<td>Municipal Court</td>
<td>175,280</td>
<td>62,481</td>
<td>175,280</td>
<td></td>
<td>35.65%</td>
</tr>
</tbody>
</table>

##### Non-Departmental

<table>
<thead>
<tr>
<th>Description</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</th>
<th>DIFFERENCE</th>
<th>% BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>280,031</td>
<td>111,596</td>
<td>229,813</td>
<td>(50,218)</td>
<td>39.85%</td>
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</table>

### Total Expenditures

<table>
<thead>
<tr>
<th>Description</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</th>
<th>DIFFERENCE</th>
<th>% BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>10,368,111</td>
<td>4,657,835</td>
<td>10,416,362</td>
<td>48,251</td>
<td>44.92%</td>
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</tr>
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</table>

### Other Financing Sources

<table>
<thead>
<tr>
<th>Description</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</th>
<th>DIFFERENCE</th>
<th>% BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer In</td>
<td>943,000</td>
<td>235,750</td>
<td>943,000</td>
<td></td>
<td>25.00%</td>
</tr>
<tr>
<td>Transfer Out</td>
<td>(240,000)</td>
<td>(60,000)</td>
<td>(483,000)</td>
<td>(243,000)</td>
<td>25.00%</td>
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</tbody>
</table>

### Total Other Financing Sources

<table>
<thead>
<tr>
<th>Description</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</th>
<th>DIFFERENCE</th>
<th>% BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>703,000</td>
<td>175,750</td>
<td>460,000</td>
<td>(243,000)</td>
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### Net Change in Fund Balance

<table>
<thead>
<tr>
<th>Description</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</th>
<th>DIFFERENCE</th>
<th>% BUDGET</th>
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</thead>
<tbody>
<tr>
<td>1,307,094</td>
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### Beginning Fund Balance

<table>
<thead>
<tr>
<th>Description</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</th>
<th>DIFFERENCE</th>
<th>% BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>3,297,853</td>
<td>3,305,017</td>
<td>7,164</td>
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### Contingency Reserves

<table>
<thead>
<tr>
<th>Description</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</th>
<th>DIFFERENCE</th>
<th>% BUDGET</th>
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<tbody>
<tr>
<td>2,590,000</td>
<td>2,604,181</td>
<td>14,181</td>
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### Unreserved Ending Fund Balance

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<tr>
<th>Description</th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</th>
<th>DIFFERENCE</th>
<th>% BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>172,860</td>
<td>(5,480)</td>
<td>(179,340)</td>
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### GENERAL DEBT SERVICE FUND

<table>
<thead>
<tr>
<th></th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</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>Property Taxes</td>
<td>1,065,540</td>
<td>979,727</td>
<td>1,065,540</td>
<td>-</td>
<td>91.95%</td>
</tr>
<tr>
<td>Interest</td>
<td>500</td>
<td>95</td>
<td>500</td>
<td>-</td>
<td>18.90%</td>
</tr>
<tr>
<td>Rental Income</td>
<td>14,004</td>
<td>14,305</td>
<td>34,332</td>
<td>20,328</td>
<td>102.15%</td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td>1,080,044</td>
<td>994,127</td>
<td>1,100,372</td>
<td>20,328</td>
<td>92.05%</td>
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<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal Reduction</td>
<td>600,350</td>
<td>-</td>
<td>600,350</td>
<td>-</td>
<td>0.00%</td>
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<tr>
<td>Interest</td>
<td>571,461</td>
<td>291,717</td>
<td>571,461</td>
<td>-</td>
<td>51.05%</td>
</tr>
<tr>
<td>Paying Agent Fees</td>
<td>1,750</td>
<td>470</td>
<td>1,750</td>
<td>-</td>
<td>26.86%</td>
</tr>
<tr>
<td><strong>Total - Debt Service</strong></td>
<td>1,173,561</td>
<td>292,187</td>
<td>1,173,561</td>
<td>-</td>
<td>78%</td>
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<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>-</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>-</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>NET CHANGE IN FUND BALANCE</strong></td>
<td>(93,517)</td>
<td>(73,189)</td>
<td>20,328</td>
<td>0.00%</td>
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</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>190,813</td>
<td>199,667</td>
<td>8,854</td>
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<tr>
<td><strong>ENDING FUND BALANCE</strong></td>
<td>97,296</td>
<td>126,478</td>
<td>29,182</td>
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### CITY OF HUTTO
#### 2014-15 BUDGET
##### AMENDMENT #2

### CAPITAL REPLACEMENT FUNDS

<table>
<thead>
<tr>
<th></th>
<th>BUDGET</th>
<th>YTD/ENCUMBRED</th>
<th>AMENDED #2</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>Interest and Other</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>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Expenses</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</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>100,000</td>
<td>25,000</td>
<td>100,000</td>
<td>-</td>
<td>25.00%</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>-</td>
<td>-</td>
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<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Other Financing Sources</td>
<td>100,000</td>
<td>25,000</td>
<td>100,000</td>
<td>-</td>
<td>25.00%</td>
</tr>
<tr>
<td><strong>NET CHANGE IN FUND BALANCE</strong></td>
<td>100,000</td>
<td>25,000</td>
<td>100,000</td>
<td>-</td>
<td>25.00%</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>470,000</td>
<td>470,000</td>
<td>0</td>
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<td>Audited beginning fund balance</td>
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<tr>
<td>ENDING FUND BALANCE</td>
<td>570,000</td>
<td>570,000</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Budget</td>
<td>YTD/Encumbered</td>
<td>Amended #2</td>
<td>Difference</td>
<td>%Budget</td>
</tr>
<tr>
<td>-------------------------</td>
<td>--------</td>
<td>----------------</td>
<td>------------</td>
<td>------------</td>
<td>---------</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Court Technology Fees</td>
<td>6,700</td>
<td>2,955</td>
<td>6,700</td>
<td>-</td>
<td>44.11%</td>
</tr>
<tr>
<td>Court Security Fees</td>
<td>5,100</td>
<td>1,887</td>
<td>5,100</td>
<td>-</td>
<td>37.00%</td>
</tr>
<tr>
<td>Court Training Fees</td>
<td>450</td>
<td>220</td>
<td>450</td>
<td>-</td>
<td>48.89%</td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td>12,250</td>
<td>5,062</td>
<td>12,250</td>
<td>-</td>
<td>41.33%</td>
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<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Court Technology</td>
<td>7,460</td>
<td>2,473</td>
<td>7,460</td>
<td>-</td>
<td>33.15%</td>
</tr>
<tr>
<td>Court Security</td>
<td>25,553</td>
<td>2,142</td>
<td>25,553</td>
<td>-</td>
<td>8.38%</td>
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<tr>
<td>Court Training</td>
<td>450</td>
<td>-</td>
<td>450</td>
<td>-</td>
<td>0.00%</td>
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<tr>
<td><strong>Total Expenses</strong></td>
<td>33,463</td>
<td>4,616</td>
<td>33,463</td>
<td>-</td>
<td>13.79%</td>
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<tr>
<td><strong>OTHER FINANCING SOURCES</strong></td>
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<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>-</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></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>NET CHANGE IN FUND BALANCE</strong></td>
<td>(21,213)</td>
<td>(21,213)</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>21,212</td>
<td>30,179</td>
<td>8,967</td>
<td>Audited beginning fund balance</td>
<td></td>
</tr>
<tr>
<td><strong>ENDING FUND BALANCE</strong></td>
<td>(1)</td>
<td>8,970</td>
<td>8,971</td>
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</table>
## Hotel Tax Fund

### Revenues

<table>
<thead>
<tr>
<th>Source</th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #2</th>
<th>Difference</th>
<th>% Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hotel Occupancy Tax</td>
<td>100,000</td>
<td>24,563</td>
<td>100,000</td>
<td>-</td>
<td>24.56%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>100,000</td>
<td>24,563</td>
<td>100,000</td>
<td>-</td>
<td>24.56%</td>
</tr>
</tbody>
</table>

### Expenditures

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #2</th>
<th>Difference</th>
<th>% Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contributions to Civic Programs</td>
<td>94,863</td>
<td>25,840</td>
<td>34,863</td>
<td>(60,000)</td>
<td>27.24%</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>94,863</td>
<td>25,840</td>
<td>34,863</td>
<td>(60,000)</td>
<td>27.24%</td>
</tr>
</tbody>
</table>

Moved to Transfer Out for Gin Building Restoration

### Other Financing Sources

<table>
<thead>
<tr>
<th>Source</th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #2</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>(194,000)</td>
<td>(48,500)</td>
<td>(254,000)</td>
<td>(60,000)</td>
<td>25.00%</td>
</tr>
<tr>
<td><strong>Total Other Financing Sources</strong></td>
<td>(194,000)</td>
<td>(48,500)</td>
<td>(254,000)</td>
<td>(60,000)</td>
<td>25.00%</td>
</tr>
</tbody>
</table>

Increased to offset Gin Building construction costs

### Net Change in Fund Balance

<table>
<thead>
<tr>
<th>Source</th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #2</th>
<th>Difference</th>
<th>% Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>188,863</td>
<td>202,130</td>
<td>13,267</td>
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<td>0.00%</td>
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Audited beginning fund balance

### Ending Fund Balance

<table>
<thead>
<tr>
<th>Source</th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #2</th>
<th>Difference</th>
<th>% Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ending Fund Balance</strong></td>
<td>-</td>
<td>13,267</td>
<td>13,267</td>
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<td>-</td>
</tr>
<tr>
<td></td>
<td>BUDGET</td>
<td>YTD/ENCUMBERED</td>
<td>AMENDED #2</td>
<td>DIFFERENCE</td>
<td>%BUDGET</td>
</tr>
<tr>
<td>------------------------</td>
<td>--------</td>
<td>----------------</td>
<td>------------</td>
<td>------------</td>
<td>---------</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Red Light Camera Tickets</td>
<td>177,000</td>
<td>61,200</td>
<td>177,000</td>
<td>-</td>
<td>34.58%</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>177,000</td>
<td>61,200</td>
<td>177,000</td>
<td>-</td>
<td>34.58%</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payments to ATS</td>
<td>175,000</td>
<td>175,000</td>
<td>175,000</td>
<td>-</td>
<td>100.00%</td>
</tr>
<tr>
<td>Remittance to State</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>175,000</td>
<td>175,000</td>
<td>175,000</td>
<td>-</td>
<td>100.00%</td>
</tr>
<tr>
<td><strong>OTHER FINANCING SOURCES (USES)</strong></td>
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<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>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Other Financing Sources (Uses)</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>2,000</td>
<td>2,000</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
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<td>4,942</td>
<td>2,942</td>
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<td>ENDING FUND BALANCE</td>
<td>4,000</td>
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<td>6,942</td>
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</table>
## PEG Fund

### Revenues

<table>
<thead>
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<th>YTD/Encumbered</th>
<th>Amended #2</th>
<th>Difference</th>
<th>% Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peg Capital Fees</td>
<td>28,560</td>
<td>14,656</td>
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<td>51.32%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>28,560</strong></td>
<td><strong>14,656</strong></td>
<td><strong>28,560</strong></td>
<td><strong>-</strong></td>
<td><strong>51.32%</strong></td>
</tr>
</tbody>
</table>

### Expenditures

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #2</th>
<th>Difference</th>
<th>% Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technology Equipment and Supplies</td>
<td>19,311</td>
<td>21,356</td>
<td>37,000</td>
<td>18,689</td>
<td>110.39% Adjusted based on actual</td>
</tr>
<tr>
<td>Professional Services</td>
<td>41,600</td>
<td>1,600</td>
<td>23,338</td>
<td>(18,262)</td>
<td>3.85% Adjusted based on actual</td>
</tr>
<tr>
<td>Communication Services</td>
<td>20,000</td>
<td>-</td>
<td>(20,000)</td>
<td>-</td>
<td>0.00% Adjusted based on actual</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td><strong>80,911</strong></td>
<td><strong>22,956</strong></td>
<td><strong>80,338</strong></td>
<td><strong>(573)</strong></td>
<td><strong>28.37%</strong></td>
</tr>
</tbody>
</table>

### Other Financing Sources

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #2</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><strong>Total Other Financing Sources</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>N/A</strong></td>
</tr>
</tbody>
</table>

### Net Change in Fund Balance

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #2</th>
<th>Difference</th>
<th>% Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Net Change in Fund Balance</strong></td>
<td><strong>(52,351)</strong></td>
<td><strong>(51,778)</strong></td>
<td><strong>573</strong></td>
<td><strong>0.00%</strong></td>
<td></td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>52,351</td>
<td>51,778</td>
<td>573</td>
<td>Audited beginning fund balance</td>
<td></td>
</tr>
<tr>
<td><strong>Ending Fund Balance</strong></td>
<td>-</td>
<td>(0)</td>
<td>(0)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**CITY OF Hutto**

**2014-15 Budget**

**Amendment #2**
## CITY OF HUTTO
### 2014-15 BUDGET
#### AMENDMENT #2

**UTILITY FUND**

### REVENUES

<table>
<thead>
<tr>
<th></th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Revenues</td>
<td>4,050,043</td>
<td>1,728,982</td>
<td>4,050,043</td>
<td>-</td>
<td>42.69%</td>
</tr>
<tr>
<td>Wastewater Revenues</td>
<td>3,037,237</td>
<td>1,431,641</td>
<td>3,037,237</td>
<td>-</td>
<td>47.14%</td>
</tr>
<tr>
<td>Connection Fees</td>
<td>129,798</td>
<td>116,736</td>
<td>129,798</td>
<td>-</td>
<td>89.94%</td>
</tr>
<tr>
<td>Other</td>
<td>1,541,555</td>
<td>759,654</td>
<td>1,455,377</td>
<td>(86,178)</td>
<td>49.28%</td>
</tr>
</tbody>
</table>

**Reduced construction reimbursement for Mesquite/ALCOA waterline; adjusted capital lease proceeds based on actual expense**

**TOTAL REVENUES** | 8,758,633 | 4,037,012 | 8,672,455 | (86,178) | 46.09% |

### EXPENDITURES

**Public Works**

<table>
<thead>
<tr>
<th></th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Services</td>
<td>4,452,950</td>
<td>2,231,708</td>
<td>4,450,294</td>
<td>(2,656)</td>
<td>50.57%</td>
</tr>
<tr>
<td>Wastewater Services</td>
<td>1,362,273</td>
<td>1,096,342</td>
<td>1,376,128</td>
<td>13,855</td>
<td>80.48%</td>
</tr>
<tr>
<td>HWY 79 WWTR Interceptor</td>
<td>514,768</td>
<td>513,655</td>
<td>514,768</td>
<td>-</td>
<td>99.78%</td>
</tr>
<tr>
<td>Fm112 Waterline</td>
<td>7,108</td>
<td>426</td>
<td>7,108</td>
<td>-</td>
<td>5.99%</td>
</tr>
</tbody>
</table>

**Total Public Works** | 6,337,099 | 3,862,131 | 6,348,298 | 11,199 | 60.94% |

**Engineering**

<table>
<thead>
<tr>
<th></th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mesquite/ALCOA Waterline</td>
<td>953,110</td>
<td>878,648</td>
<td>878,648</td>
<td>(74,462)</td>
<td>92.19%</td>
</tr>
</tbody>
</table>

**Total Engineering** | 953,110 | 878,648 | 878,648 | (74,462) | 92.19% |

**Non-Departmental** | 53,024 | 22,453 | 23,024 | - | 42.34% |

**TOTAL EXPENSES** | 7,343,233 | 4,763,232 | 7,249,970 | (63,263) | 64.87% |

### OTHER FINANCING SOURCES

<table>
<thead>
<tr>
<th></th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer In (Impact Fees &amp; UF CIP)</td>
<td>1,930,394</td>
<td>567,044</td>
<td>762,642</td>
<td>(1,167,752)</td>
<td>29.37%</td>
</tr>
<tr>
<td>Transfer Out</td>
<td>(3,814,399)</td>
<td>(923,600)</td>
<td>(3,814,399)</td>
<td>-</td>
<td>25.00%</td>
</tr>
</tbody>
</table>

**Total Other Financing Sources** | (1,884,005) | (386,556) | (3,051,757) | (1,167,752) | 20.52% |

### NET CHANGE IN WORKING CAPITAL

<table>
<thead>
<tr>
<th></th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Working Capital</td>
<td>3,828,478</td>
<td>6,456,165</td>
<td>2,627,687</td>
<td>Audited beginning balance</td>
<td></td>
</tr>
<tr>
<td>Contingency Reserve</td>
<td>1,765,474</td>
<td>1,909,570</td>
<td>149,096</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Ending Available Working Capital** | 1,599,399 | 2,917,323 | 1,317,924 |

### 30% Reserves

<table>
<thead>
<tr>
<th></th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</th>
<th>DIFFERENCE</th>
<th>%BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>30% Reserves</td>
<td>1,917,037</td>
<td>1,911,397</td>
<td>1,917,037</td>
<td>1,911,397</td>
<td>1,917,037</td>
</tr>
<tr>
<td></td>
<td>Budget</td>
<td>YTD/Encumbered</td>
<td>Amended #2</td>
<td>Difference</td>
<td>% Budget</td>
</tr>
<tr>
<td>------------------------</td>
<td>--------</td>
<td>----------------</td>
<td>------------</td>
<td>------------</td>
<td>----------</td>
</tr>
<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>178</td>
<td>500</td>
<td>-</td>
<td>35.67%</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>500</td>
<td>178</td>
<td>500</td>
<td>-</td>
<td>36%</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<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>1,199,650</td>
<td>-</td>
<td>1,199,650</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Interest</td>
<td>1,816,750</td>
<td>788,811</td>
<td>1,816,750</td>
<td>-</td>
<td>43%</td>
</tr>
<tr>
<td>Paying Agent Fees</td>
<td>5,000</td>
<td>880</td>
<td>5,000</td>
<td>-</td>
<td>18%</td>
</tr>
<tr>
<td>Total - Debt Service</td>
<td>3,021,400</td>
<td>3,021,400</td>
<td>3,021,400</td>
<td>-</td>
<td>61%</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>3,020,399</td>
<td>755,100</td>
<td>3,020,399</td>
<td>-</td>
<td>25.00%</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>3,020,399</td>
<td>3,020,399</td>
<td>3,020,399</td>
<td>-</td>
<td>25%</td>
</tr>
<tr>
<td><strong>NET CHANGE IN FUND BALANCE</strong></td>
<td>(501)</td>
<td>(501)</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>50,000</td>
<td>226,695</td>
<td>176,695</td>
<td>-</td>
<td>Audited beginning fund balance</td>
</tr>
<tr>
<td>ENDING FUND BALANCE</td>
<td>49,499</td>
<td>226,194</td>
<td>176,695</td>
<td>-</td>
<td></td>
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<tr>
<td></td>
<td>BUDGET</td>
<td>YTD/ENCUMBERED</td>
<td>AMENDED #2</td>
<td>DIFFERENCE</td>
<td>%BUDGET</td>
</tr>
<tr>
<td>------------------------</td>
<td>--------</td>
<td>----------------</td>
<td>------------</td>
<td>------------</td>
<td>---------</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Impact Fees</td>
<td>502,936</td>
<td>402,434</td>
<td>502,936</td>
<td>-</td>
<td>80.02%</td>
</tr>
<tr>
<td>Wastewater Impact Fees</td>
<td>259,706</td>
<td>350,058</td>
<td>259,706</td>
<td>-</td>
<td>134.79%</td>
</tr>
<tr>
<td>Interest</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>762,642</td>
<td>752,492</td>
<td>762,642</td>
<td>-</td>
<td>98.67%</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</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>(762,642)</td>
<td>(275,106)</td>
<td>(762,642)</td>
<td>-</td>
<td>36.07%</td>
</tr>
<tr>
<td>Total Other Financing Sources</td>
<td>(762,642)</td>
<td>(275,106)</td>
<td>(762,642)</td>
<td>-</td>
<td>36.07%</td>
</tr>
<tr>
<td><strong>NET CHANGE IN FUND BALANCE</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>-</td>
<td>21,200</td>
<td></td>
<td>Audited beginning fund balance</td>
<td></td>
</tr>
<tr>
<td>ENDING FUND BALANCE</td>
<td>-</td>
<td>21,200</td>
<td>21,200</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### CITY OF HUTTO
#### 2014-15 BUDGET
##### AMENDMENT #2

**UTILITY CIP FUND**

<table>
<thead>
<tr>
<th></th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</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>Bond Interest</td>
<td>10,000</td>
<td>-</td>
<td>10,000</td>
<td>-</td>
<td>0.00%</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>21,740,000</td>
<td>-</td>
<td>21,740,000</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>21,750,000</td>
<td>-</td>
<td>21,750,000</td>
<td>-</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

|                    |        |                |            |            |         |
| **EXPENDITURES**   |        |                |            |            |         |
| Wastewater Capital Outlay System  |        |                |            |            |         |
| Hutto South WWTP    | 16,734,172 | 834,173        | 16,734,172 | -          | 4.98%   |
| Enclave Pump Force Main | 4,356,254 | 191,940        | 4,356,254  | -          | 4.41%   |
| Other Services and Charges  |        |                |            |            |         |
| Bond Issuance Costs  | 507,934 | (1,538)        | 507,934    | -          | 0.30%   |
| **Total - Capital Improvements** | 21,598,360 | 1,024,575      | 21,598,360 | -          | 4.74%   |

|                    |        |                |            |            |         |
| **OTHER FINANCING SOURCES** |        |                |            |            |         |
| Transfers In       | -      | -              | -          | -          | N/A     |
| Transfers Out      | (1,167,752) | (291,938)      | -          | 1,167,752  | 25.00%   |
| **Total Other Financing Sources** | (1,167,752) | (291,938)      | -          | 1,167,752  | 25.00%   |

|                    |        |                |            |            |         |
| **NET CHANGE IN FUND BALANCE** |        |                |            |            |         |
| Beginning Fund Balance | 1,026,112 | 151,640        | 1,177,752  | (1,026,112) | Audited beginning fund balance |

|                    | 10,000 | 151,640        | 141,640    |            |         |

Audited budget, beginning fund balance.
## CIP Fund

### Revenues

<table>
<thead>
<tr>
<th></th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #2</th>
<th>Difference</th>
<th>% Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Earned</td>
<td>-</td>
<td>11</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Bond Interest</td>
<td>3,000</td>
<td>186</td>
<td>3,000</td>
<td>-</td>
<td>6.19%</td>
</tr>
<tr>
<td>Contributions</td>
<td>360,000</td>
<td></td>
<td>360,000</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Grant Revenue</td>
<td>1,009,249</td>
<td>168,370</td>
<td>1,009,249</td>
<td>-</td>
<td>16.68%</td>
</tr>
<tr>
<td>Parkland Fees</td>
<td>-</td>
<td>2,480</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><strong>Total Revenues</strong></td>
<td>1,372,249</td>
<td>171,047</td>
<td>1,372,249</td>
<td>-</td>
<td>12.46%</td>
</tr>
</tbody>
</table>

### Expenditures

#### Administration

<table>
<thead>
<tr>
<th>Activity</th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #2</th>
<th>Difference</th>
<th>% Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Co-Op/Facility Study</td>
<td>150,044</td>
<td>150,044</td>
<td>150,044</td>
<td>-</td>
<td>100.00%</td>
</tr>
<tr>
<td>Gin Building Improvements</td>
<td>784,000</td>
<td>952,832</td>
<td>953,000</td>
<td>169,000</td>
<td>121.53%</td>
</tr>
</tbody>
</table>

#### Public Works

<table>
<thead>
<tr>
<th>Activity</th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #2</th>
<th>Difference</th>
<th>% Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidewalk Program</td>
<td>139,761</td>
<td>139,761</td>
<td>139,761</td>
<td>-</td>
<td>114.18%</td>
</tr>
<tr>
<td>Farley/Taylor Street</td>
<td>33,608</td>
<td>33,608</td>
<td>33,608</td>
<td>-</td>
<td>100.00%</td>
</tr>
<tr>
<td>Mager Lane</td>
<td>84,672</td>
<td>36</td>
<td>36</td>
<td>(84,636)</td>
<td>0.04%</td>
</tr>
<tr>
<td>Fencing Arterials</td>
<td>5,678</td>
<td></td>
<td>5,678</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>CR 165</td>
<td>22,959</td>
<td></td>
<td>22,959</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>FM 685</td>
<td>287,357</td>
<td>645,436</td>
<td>1,097,529</td>
<td>810,172</td>
<td>224.61%</td>
</tr>
</tbody>
</table>

#### Parks

<table>
<thead>
<tr>
<th>Activity</th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #2</th>
<th>Difference</th>
<th>% Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fritz Park Improvements</td>
<td>70,512</td>
<td>70,512</td>
<td>70,512</td>
<td>-</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

#### Engineering

<table>
<thead>
<tr>
<th>Activity</th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #2</th>
<th>Difference</th>
<th>% Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM 1660 N Sidewalks</td>
<td>79,803</td>
<td>79,803</td>
<td>79,803</td>
<td>-</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

#### Other Services and Charges

<table>
<thead>
<tr>
<th>Activity</th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #2</th>
<th>Difference</th>
<th>% Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Issuance Costs</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Debit Services</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total - Capital Improvements</strong></td>
<td>1,658,394</td>
<td>2,091,848</td>
<td>2,552,930</td>
<td>894,536</td>
<td>126.14%</td>
</tr>
</tbody>
</table>

### Other Financing Sources

<table>
<thead>
<tr>
<th>Activity</th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #2</th>
<th>Difference</th>
<th>% Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfers In</td>
<td>290,000</td>
<td>72,000</td>
<td>593,000</td>
<td>303,000</td>
<td>25.00%</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total Other Financing Sources</strong></td>
<td>290,000</td>
<td>72,000</td>
<td>593,000</td>
<td>303,000</td>
<td>25.00%</td>
</tr>
</tbody>
</table>

### Net Change in Fund Balance

<table>
<thead>
<tr>
<th>Activity</th>
<th>Budget</th>
<th>YTD/Encumbered</th>
<th>Amended #2</th>
<th>Difference</th>
<th>% Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance</td>
<td>631,961</td>
<td>630,443</td>
<td>(1,518)</td>
<td>-</td>
<td>Audited beginning fund balance</td>
</tr>
<tr>
<td><strong>Ending Fund Balance</strong></td>
<td>635,816</td>
<td>42,762</td>
<td>(593,054)</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>
## CITY OF HUTTO
### 2014-15 BUDGET
#### AMENDMENT #2

## SOLID WASTE

<table>
<thead>
<tr>
<th></th>
<th>BUDGET</th>
<th>YTD/ENCUMBERED</th>
<th>AMENDED #2</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>Solid Waste Franchise</td>
<td>101,454</td>
<td>49,563</td>
<td>101,454</td>
<td>-</td>
<td>48.85%</td>
</tr>
<tr>
<td>Late Fees</td>
<td>27,315</td>
<td>13,539</td>
<td>27,315</td>
<td>-</td>
<td>49.57%</td>
</tr>
<tr>
<td>Solid Waste User Fees</td>
<td>1,186,878</td>
<td>521,366</td>
<td>1,186,878</td>
<td>-</td>
<td>43.93%</td>
</tr>
<tr>
<td>Recycling Cart Fee</td>
<td>60,156</td>
<td>26,410</td>
<td>60,156</td>
<td>-</td>
<td>43.90%</td>
</tr>
<tr>
<td>Other</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>1,375,803</td>
<td>610,878</td>
<td>1,375,803</td>
<td>-</td>
<td>44.40%</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>1,189,104</td>
<td>1,190,104</td>
<td>1,189,104</td>
<td>-</td>
<td>100.08%</td>
</tr>
<tr>
<td>Bad Debt</td>
<td>7,200</td>
<td>-</td>
<td>7,200</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>26,000</td>
<td>-</td>
<td>26,000</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Capital Lease</td>
<td>44,497</td>
<td>44,497</td>
<td>44,497</td>
<td>-</td>
<td>100.00%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>1,267,101</td>
<td>1,234,601</td>
<td>1,267,101</td>
<td>-</td>
<td>97.44%</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>(105,000)</td>
<td>(26,250)</td>
<td>(105,000)</td>
<td>-</td>
<td>25.00%</td>
</tr>
<tr>
<td><strong>Total Other Financing Sources</strong></td>
<td>(105,000)</td>
<td>(26,250)</td>
<td>(105,000)</td>
<td>-</td>
<td>25.00%</td>
</tr>
<tr>
<td><strong>NET CHANGE IN FUND BALANCE</strong></td>
<td>3,702</td>
<td>3,702</td>
<td>-</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>Audited beginning fund balance</td>
<td></td>
</tr>
<tr>
<td><strong>ENDING FUND BALANCE</strong></td>
<td>3,702</td>
<td>3,702</td>
<td>-</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
BUDGET AMENDMENT #2 HIGHLIGHTS

This represents the second budget amendment for the 2014–15 Budget. The amendment includes adjustments to the beginning fund balance based on our current Audit, as well as adjustments to the City’s operating, capital projects, and special revenue funds.

GENERAL FUND

The audited amended beginning fund balance is $3,305,017 which is $7,164 more than estimated. The net effect of the amendment is $5,480 less unreserved ending fund balance.

Revenues

- **Property Tax** – Increased $41,309 based on actual collections.
- **Building & Development Fees** – Increased $30,500 based on actual collections.
- **Interlocal** – Increased $15,000 for Interlocal Branding Agreement reimbursement
- **Other** – Other revenue includes additional $8,400 in miscellaneous revenues for totaled Patrol vehicle, and Capital Lease increased $10,216 due to actual costs of items included in the lease.

Expenses

- **CMO**
  - Merit/Market adjustments for all divisions
  - Administration Professional Services increased $15,000 for Interlocal Branding agreement
- **Finance**
  - Merit/Market adjustment; net change $0
- **Development Services**
  - Merit/Market adjustment for all divisions; net change $154

FY15 BA#2 Highlights
Planning Division Professional Services increased $14,051 for CAMPO Hutto TDP Scope

- **Public Works**
  - Merit/Market adjustment for all divisions
  - Animal Control division moved to Public Works from Police; $83,722
  - Net change $83,969 for department

- **Police**
  - Merit/Market adjustment for all divisions
  - Technology Equip & Supplies less $17,000 per actual costs of PD Camera system
  - Relocation of Animal Control to Public Works from PD; $83,722
  - Vehicles increased $44,589 for cost of replacement patrol vehicle (replace totaled vehicle)
  - Machinery & Equipment reduced $11,504 based on actual cost of ticket writers ($22,710)
  - Net change is less $26,983 for the department

- **Parks**
  - Merit/Market adjustment for all divisions; net change of $2,781

- **Engineering**
  - Merit/Market adjustment; net change $0

- **General Services**
  - Merit/Market adjustment; net change $0
  - Computer Equipment/Software decreased $2,819 based on actual pricing of SAN server upgrade

- **Non–Departmental**
  - $849 adjustment to Property Insurance from Errors & Omissions
  - Contingency decreased by $50,218 for market adjustments based on the Market Pay Study results

**Transfers**
- **Transfers Out** – Increased $243,000 to offset Gin Building Restoration project expenses.

**GENERAL DEBT SERVICE FUND**

This fund uses the Interest and Sinking portion of the property tax rate to meet annual debt service requirements related to general governmental activities. The amended beginning fund balance is $199,667.

**Revenues**

- **Rental Income** – Increased $20,328 based on FY15 HEDC rental agreement.

The net effect of the amendment reflects a balance that is $8,854 higher than budgeted. The increase is due to higher property tax collections than anticipated and additional rental income.

**COURT FUND**

The audited beginning fund balance for the combined Court Technology, Security, and Training Funds is $30,179 which is $8,967 more than the adopted budget. Expenses have been modified based on the available fund balance.
HOTEL TAX FUND

Contribution to Civic Programs was decreased by $60,000 and moved to Transfer to Fund 60 to offset the increased cost for the Gin Building Restoration. The beginning fund balance is $202,130 which is $13,267 more than budgeted.

RED LIGHT CAMERA FUND

The beginning fund balance is $4,942 based on the audit. This represents $2,942 more than the adopted budget amount.

PEG FUND

The beginning fund balance is $51,778 based on the audit. This represents $573 less than the adopted budget amount. Expenses have been modified based on the available fund balance.

UTILITY FUND

The amended beginning fund balance is $6,456,165, which is $2,627,687 more than the adopted fund balance. Beginning fund balance is estimated during the budget process based on revenue and expense projections. Fund balance is finalized following the audit.

Ending available working capital increases $2,917,323 as a result of the amendment. These funds will need to be set aside to pay future debt service.

Revenues

- **Transfer from Fund 55 (UF CIP Fund)** – Reduced $1,167,752 based on rolled PO’s from FY14 to UF CIP Fund(55)
- **Capital Contributions** – Reduced $74,462 based on actual reimbursable construction costs related to the Mesquite/ALCOA Waterline
- **Capital Lease** – Reduced $11,716 based on the actual expense related to purchase of dump truck
Expenses

- **Finance**
  - $30,000 for Bad Debt moved from Finance Administration (50–020–001–6592) to General Services Utility Billing (50–080–010–6592)

- **Water Services**
  - Merit/Market adjustment; net change $0
  - Moved Part–time Permanent Salaries to Overtime; net change $0
  - Vehicles reduced by $22,687 based on actual expenses
  - Machinery & Equipment increased $20,031 based on actual expenses

- **Wastewater Services**
  - Merit/Market adjustment; net change $0
  - Moved Part–time Permanent Salaries to Overtime; net change $0
  - Vehicles increased by $13,855 based on actual expenses

- **Hwy 79 WWTR Interceptor**
  - Expenses have been modified based on available project balance

- **Mesquite/ALCOA Waterline**
  - Expenses have been modified based on actual construction cost

- **General Services**
  - Bad Debt increased $30,000 from reclassification from Finance Administration

- **Non–Departmental**
  - Adjustment to Liability Insurance/Errors & Omissions ($1,092 total) to offset actual expenses for Property Insurance

**UTILITY DEBT SERVICE**

This fund is used to account for annual debt service (principal reduction and interest) requirements for the City’s Utility system. The amended beginning fund balance is $226,695. The net effect of the amendment reflects a balance that is $176,695 higher than budgeted.
**IMPACT FEE FUND**

The Impact Fee Fund is used to account for collected Water and Wastewater Impact Fees. The audited beginning fund balance is $21,200. This funding is available to pay debt service for utility projects. The balance will be transferred to the Utility Fund.

**UTILITY CIP FUND**

The actual Utility Capital Improvement Projects Fund beginning fund balance is $0 which is $1,026,112 less than the amended. Beginning fund balance is estimated during the budget process based on revenue and expense projections. Expenses have been modified based on available project balance. Transfers Out has been decreased by $1,167,752 based on rolled FY14 PO’s.

**CIP FUND**

The actual Capital Improvement Projects Fund beginning fund balance is $630,443 which is $1,518 less than the amended.

**Revenues**

- **Transfer from Fund 10** – Increased by $243,000 for Gin Building Restoration Project.
- **Transfer from Fund 24** – Increased by $60,000 for Gin Building Restoration Project.

**Expenses**

- **Gin Building Restoration** – Increased $169,000 based on actual project expenses.
- **Mager Lane** – Project finished late FY14. Savings from project rolled into fund balance.
- **FM 685** – Easements increased by actual easement cost and projected utility relocation (Oncor, Atmos, etc.) costs – $810,172

FY15 BA#2 Highlights
Consideration and possible action on the meeting minutes for the April 2, 2015 City Council and Planning and Zoning Commission work session and April 2, 2015 City Council regular session.

STRATEGIC GUIDE POLICY: Leadership

ITEM BACKGROUND:
The City Council meeting minutes for the April 2, 2015 City Council and Planning and Zoning Commission work session and April 2, 2015 City Council regular session have been drafted for the City Council’s review and consideration.

BUDGETARY AND FINANCIAL SUMMARY:
Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
Not applicable.

STAFF RECOMMENDATION:
Staff recommends approval of the City Council meeting minutes for the April 2, 2015 City Council and Planning and Zoning Commission work session and April 2, 2015 City Council regular session.

SUPPORTING MATERIAL:
2. Draft - April 2, 2015 City Council Meeting Minutes
The Hutto City Council and Hutto Planning and Zoning Commission met in a work session on Thursday, April 2, 2015 in the City Hall Council Chambers, 401 W. Front St., Hutto, TX 78634.

CALL SESSION TO ORDER

Mayor Debbie Holland called the session to order at 6:05 p.m.

ROLL CALL

Members of the City Council that were present were Mayor Debbie Holland, Mayor Pro-tem Ronnie Quintanilla-Perez, Councilmember Paul Prince, Councilmember Michael J. Smith, Councilmember Melanie Rios and Councilmember Max V. Yeste. Councilmember Anne Cano arrived at 6:09 pm.

Members of the Planning and Zoning Commission that were present were Bryon Borchers, Vice Chair, Jessica Romigh Commissioner, Stephanie Alba, Commissioner, and Todd Robison, Commissioner. Chuck Murphy, Chair arrived at 6:12pm. Commissioners David Kinnaman and Mary Belton were absent.

Members of staff that were present were Karen Daly, City Manager, Micah Grau, Assistant City Manager, Matt Bushak, City Engineer, Will Guerin, Development Services Director, and Erika Ragsdale, Senior Planner.

WORK SESSION

This work session was conducted for information and educational purposes. No action was taken by the Council on the item listed.

3A. Work Session regarding 2040 Comp Plan

Erika Ragsdale, Senior Planner made the staff presentation. Ms. Ragsdale gave an overview of the 2040 Comp Plan which included several graphs showing population forecast estimates, history of single family residential permits, a comparison of Hutto’s growth to the growth in Williamson County, Age-Sex distributions, compositions of race and ethnicity, and household income.

She explained the four chapters of the plan, the actions and benchmarks. During each description, changes and comments were incorporated.

Quality of Life Chapter
• Acquire and develop open space of various scales for active, passive, and programed use
• Cultivate an expansive urban tree canopy
• Celebrate Hutto’s Heritage and preserve our history for future generations
• Support the growing arts community
• Promote Hutto as a destination
• Increase economic viability of downtown Hutto

Benchmarks include
• acres of parkland
• participation in community events
• hotel occupancy tax rate
• increase in tree canopy
• Number of events that exceed a certain threshold

Mobility
• Develop a transportation network which safely accommodates drivers, pedestrians and cyclists
• Support efforts to serve Hutto with regional public transit, such as bus or rail
• Ensure that transportation projects respect and preserve surrounding character to the greatest practical extent
• Provide a developed trail system to connect neighborhoods, commercial areas, schools, and downtown to one another

Benchmarks include:
• Sidewalk miles v. roadway miles
• Railroad crossings
• Commuting mode share (ie. Carpooling or other options)

Resiliency
• Pursue a financially-sustaining development pattern
• Reduce retail and job leakage
• Improve environmental performance
• Consistently maintain infrastructure to extend the lifespan of the city’s assets
• Ensure utility capacity and availability for current and future users
• Ensure that neighborhoods will hold value and remain safe

Benchmarks included:
• Commuting data
• Assessed value
• Median household income
• sales tax leakage
Community

- Offer a variety of housing products to serve the needs of a diverse population through all stages of life
- Strengthen connections between residents
- Advance Hutto as a place for a qualified, diverse workforce
- Facilitate a diverse mix of uses to serve Hutto residents
- Develop the Co-Op site as a vibrant, mixed-use district

Benchmarks included:

- Median home price
- Housing by price range
- Housing by bedrooms,
- Enrollment in the higher education center.

Ms. Ragsdale concluded her presentation by detailing the next steps of approval for this plan and Will Guerin, Development Services Director was recognized for his service to the city.

ADJOURNMENT

There being no further discussion, the meeting adjourned at 7:06 p.m.

CITY OF HUTTO, TEXAS

__________________________
Debbie Holland, Mayor

ATTEST:

__________________________
Seth Gipson, City Secretary
The Hutto City Council met in a regular session on Thursday, April 2, 2015 in the Hutto City Council Chamber, 401 W. Front Street, Hutto, TX 78634.

CALL SESSION TO ORDER

Mayor Holland called the session to order at 7:15pm.

ROLL CALL

Members of the City Council that were present were Mayor Debbie Holland, Mayor Pro-tem Ronnie Quintanilla-Perez, Councilmember Anne Cano, Councilmember Paul Prince, Councilmember Michael J. Smith, Councilmember Melanie Rios, and Councilmember Max V. Yeste.

Members of staff that were present were Karen Daly, City Manager, Micah Grau, Assistant City Manager, Brian Knowles, Attorney, Melanie Hudson, Finance Director, Matt Bushak, City Engineer.

INVOCATION

The invocation was given by Pastor Paul Thrasher.

PLEDGE OF ALLEGIANCE

Mayor Holland led the Pledge of Allegiance.

PROCLAMATIONS

5A. Proclamation declaring April 11, 2015, as 'Don’t Mess with Hutto, Texas Day.'

Mayor Holland read the following proclamation and presented it to Bryon Borchers, Lacey Dingman, and Judy Hayes.

OFFICIAL PROCLAMATION

WHEREAS, Keep Texas Beautiful is working with communities, counties and volunteer groups statewide to conduct litter prevention, recycling, beautification, community improvement and waste minimization activities as part of Keep America Beautiful’ Great American Clean-up; and

WHEREAS, Keep Hutto Beautiful and the Hutto Parks & Recreation Department, strive to empower individuals to take greater responsibility for enhancing their community environment while participating in the “Don’t Mess With Texas Trash-Off” by keeping litter out of Hutto Lake, Cottonwood Creek, Brushy Creek and other creek systems as this litter detracts from the beauty of water ways, can endanger fish and wildlife, and lead to flooding; and
WHEREAS, the City of Hutto Employees Green Committee and Leadership Hutto participants jointogether in providing the “Junk Round-Up” as another way of helping Hutto citizens start at their own homes to create a cleaner community; and,

WHEREAS, community and school service groups are organized and ready to mobilize to attack litter and debris along Hutto streets, parks, school sites and waterways with support of local businesses who provide generous contributions for beautification projects; and,

WHEREAS, Keep Hutto Beautiful wishes to support the nation’s largest organized cleanup, beautification, and community involvement program, built on the foundation of civic pride and individual responsibility.

NOW, THEREFORE, I, DEBBIE HOLLAND, MAYOR OF THE CITY OF HUTTO, do hereby proclaim Saturday, April 11, 2015, as:

“DON’T MESS WITH HUTTO, TEXAS DAY”

in Hutto, as part of “Hutto’s BIG EVENT” in the City of Hutto as we celebrate by cleaning up our city through the combined Trash Off and Junk Round-up events, and I urge all businesses and citizens to participate through volunteerism and sponsorship of these programs in an effort to clean up Hutto.

PROCLAIMED this 2nd day of April, 2015.

PUBLIC COMMUNICATION

6A. Remarks from visitors.

There were no remarks from the visitors.

PRESENTATIONS

7A. Demonstration of Williamson County Emergency Communications' Intuitive EMS Dispatch System

Karen Daly, City Manager, introduced this item. She reported that this presentation is the first in a series of educational opportunities for the City Council to begin mapping the future of Hutto’s Public Safety services. With the community’s continued growth, this is an opportunity to begin working on customizing the delivery of services for the safety of Hutto’s residents. These educational presentations would be designed to provide information on Hutto’s existing needs and to explore emerging trends and technological advances to secure Hutto’s future as a safe city. This first presentation explored the deployment methods used by Williamson County Emergency Communications.

Scott Parker, Director of Williamson County Emergency Communications conducted the presentation and covered the following items.
REGULAR AGENDA ITEMS

ORDINANCES


Karen Daly, City Manager, gave the staff presentation. The Texas Water Development Board requires the submission of a Water Conservation Plan in order to plan for the long-term water needs for the State of Texas. Each Water Conservation Plan must contain a utility profile, drought contingency plan, 5-year and 10-year targets, water rate structure that doesn’t encourage excessive water use, and other planning elements. One of the sections, the Drought Contingency Plan, has enforcement provisions and must be adopted by ordinance. Currently, Hutto’s Code of Ordinances includes two sections that provide duplicate and contradictory information. This amendment would consolidate two sections into one. The Growth Guidance Committee reviewed the Water Conservation Plan and the City's Drought Contingency Plan on March 16, 2015. Water Conservation Plans are required to be submitted to the State by May 1st.

MOTION: Councilmember Paul Prince moved to approve the first reading of the ordinance that amends Chapter 24, Article 24.07, Water Conservation and Drought Response, of the Code of Ordinances (2014). Mayor Pro-tem Ronnie Quintanilla-Perez seconded the motion. The motion carried with 7 ayes and 0 nays.

8B. Consideration and possible action on the first reading of an ordinance amending the Fiscal Year 2014-15 Budget.

Melanie Hudson, Finance Director, gave the staff presentation. This item represents the second amendment of the FY15 Budget. The amendment includes adjustments to the beginning fund balance based on the city’s current audit, as well as adjustments to the City operating, capital projects, and special revenue funds. Ms. Hudson added that this is a comprehensive amendment as all funds are adjusted based on the
audited beginning fund balance. The Fiscal & Budgetary Committee reviewed the draft budget amendment prior to the finalization of fund balances from the annual audit. Ms. Hudson gave an overview of the proposed amendments to the following funds.

- General Fund
- General Debt Service Fund
- Capital Replacement Fund
- Hotel Tax Fund
- Red Light Camera Fund
- PEG Fund
- Utility Fund
- Utility CIP Fund
- CIP Fund

*MOTION: Councilmember Melanie Rios moved to approve the first reading of the ordinance that amends the Fiscal Year 2014-15 Budget. Councilmember Michael Smith seconded the motion. The motion carried with 7 ayes and 0 nays.*

**RESOLUTIONS**

9A. Consideration and possible action on a resolution concerning an Interlocal Agreement with Williamson County for the reconstruction of Limmer Loop within the City limits.

Karen Daly, City Manager, gave the staff presentation. The City was recently approached by Williamson County to participate in the maintenance and reconstruction of Limmer Loop. Portions of Limmer Loop have fallen into disrepair and are in need of reconstruction. Other portions are in need of an overlay in order to maintain the integrity of the base. The County has produced the construction specifications and would bid and manage the projects for the 5-mile segment of Limmer Loop. The City would only be responsible for the 2 mile portion that has been annexed into the city limits.

Ms. Daly added that this project was not included in the 5-Year Capital Improvements Program. The County has agreed to finance the project and the City would pay the County back through two methods. The first is a $100,000 annual payment for seven years. The remainder would be reimbursed from the City’s unobligated portion of the Landfill Fund. The total cost of the project is $1.7 million.

*MOTION: Mayor Pro-tem Ronnie Quintanilla-Perez moved to approve the resolution concerning an Interlocal Agreement with Williamson County for the reconstruction of Limmer Loop within the city limits. Councilmember Anne Cano seconded the motion. The motion carried with 7 ayes and 0 nays.*

9B. Consideration and possible action on a resolution concerning the adoption of the City of Hutto’s Stormwater Management Program.
The Texas Commission on Environmental Quality (TCEQ) governs local governments regarding their municipal separate storm sewer systems (MS4s). Hutto’s MS4 consists of the system of conveyances including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, human-made channels and storm drains. Every five years, cities must submit an updated plan to TCEQ. The plan must contain best management practices in six areas: Public Education (press releases), Illicit Discharge (investigation), Construction Site Runoff (siltation fences/SWPPP), Post-Construction Management (erosion), Pollution Prevention/Good Housekeeping (city buildings), and Industrial Stormwater Sources (Hutto has none yet). The Growth Guidance Committee reviewed the Best Management Practices that were submitted and approved by TCEQ on March 16, 2015. No changes were made to the plan.

**MOTION:** Mayor Pro-tem Ronnie Quintanilla-Perez moved to approve the resolution concerning the adoption of the City of Hutto’s Stormwater Management Program. Councilmember Michael Smith seconded the motion. The motion carried with 7 ayes and 0 nays.

**OTHER BUSINESS**

10A. Consideration and possible action on the meeting minutes for the March 11, 2015 City Council and Economic Development Corporation Board of Directors work session and March 19, 2015 City Council regular session.

**MOTION:** Councilmember Paul Prince moved to approve the minutes of March 11, 2015 and March 19, 2015 as presented. Councilmember Michael Smith seconded the motion. The motion carried with 7 ayes and 0 nays.

10B. Consideration and possible action on the recommendation from the Leadership and Legislative Committee regarding the appointment to the Building and Standards Commission.

Seth Gipson, City Secretary, gave the staff presentation. Five individuals submitted applications for appointments to the Building and Standards Commission. The Leadership and Legislative Committee met to review and discuss the applications. The committee interviewed the applicants on March 23, 2015 and prepared their recommendations to the City Council concerning the appointments, terms, selection of Chair, and Vice-Chair to the Building and Standards Commission.

Mayor Pro-tem Quintanilla-Perez relayed the committee’s recommendation as follows:

Hope Brown – Chair – 2 year term expiring Dec 2017
Troy McMillin – Vice Chair – 3 year term expiring Dec 2018
Tom Brown – Commissioner – 3 year term expiring Dec 2018
Olinda Ramirez – Commissioner – 2 Year term expiring Dec 2017
Rich Hudson – Commissioner – 2 year term expiring Dec 2017
MOTION: Councilmember Max Yeste moved to accept the recommendations for the Building and Standards Commission as presented. Councilmember Paul Prince seconded the motion. The motion carried with 7 ayes and 0 nays.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:49p.m.

CITY OF HUTTO, TEXAS

Debbie Holland, Mayor

ATTEST:

Seth Gipson, City Secretary
AGENDA ITEM NO.: 9A.

AGENDA DATE: April 16, 2015

PRESENTED BY: Erika Ragsdale, CNU-A, Senior Planner, Development Services

ITEM: Consideration and possible action on the first reading of an ordinance amending the Growth Guidance Plan (Comprehensive Plan) by updating the content and renaming the plan to “Hutto 2040”.

STRATEGIC GUIDE POLICY: Growth Guidance

ITEM BACKGROUND:
The Comprehensive Plan is a tool used by cities to guide growth in order to protect the public health, safety and welfare. It outlines the overall vision for the city’s future, and the steps needed to progress toward that vision. Hutto’s Growth Guidance Plan, which was adopted in 2006, currently serves as the city’s Comprehensive Plan. However, Hutto’s growth and evolution over the past decade warrants a more thorough evaluation of the community’s vision and goals.

The Comprehensive Plan will assist boards, commissions, City Council and staff in making recommendations and decisions related to Hutto’s growth. It will also aid property owners and potential developers in understanding the city’s priorities and trajectory for the next 25 years. The Plan will also be updated approximately every 5 years.

Hutto’s Comprehensive Plan, Hutto 2040, is built from a broad, diverse base of public input and review. Planning staff compiled responses from multiple outreach efforts, including the Sustainable Places Project, the 2013 Citizen Survey, and two successful public workshops. Several efforts included an online component, gathering input from residents who could not attend in-person meetings. The Comprehensive Plan outreach hit new levels of participation among residents, reaching those who do not typically attend public meetings on city business.

Staff developed the goals and objectives of Hutto 2040 based on the input received from residents. The goals and objectives are supported by available data and trends, with benchmarks providing a way to measure progress in the future.

BUDGETARY AND FINANCIAL SUMMARY:
Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
The Planning and Zoning Commission recommended approval to City Council on April 7, 2015. The motion passed unanimously.

**CITY ATTORNEY REVIEW:**
Not applicable.

**STAFF RECOMMENDATION:**
Staff recommends that the Council approve the first reading of the ordinance.

**SUPPORTING MATERIAL:**
1. (Ord) Hutto 2040 Comprehensive Plan
2. (Ord) Hutto 2040 Comprehensive Plan (ExA)
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE GROWTH GUIDANCE PLAN (ORD. NO. 2006-22) BY UPDATING AND RENAMING IT “HUTTO 2040”; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an amendment has been presented to the City Council of the City of Hutto, Texas to amend the Hutto Growth Guidance Plan by updating the content and re-naming the plan “Hutto 2040”, being incorporated herein, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendment on the 7th day of April, 2015, and;

WHEREAS, on the 16th day of April, 2015, after proper notification, the City Council held a public hearing on the proposed amendment, and;

WHEREAS, the City Council determines that the amendment 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.

That the Hutto Growth Guidance Plan is hereby amended by updating the content and re-naming the plan “Hutto 2040”, said changes being attached hereto and made part hereof, as Exhibit “A”.

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 16th day of April, 2015 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 ordinance this 16th day of April, 2015 at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

________________________________
Debbie Holland, Mayor

Attest:

________________________________
Christine Martinez, City Secretary
Hutto 2040
a comprehensive plan
Acknowledgments

Mayor Debbie Holland

Mayor Pro Tem Ronnie Quintanilla-Perez

City Council
Anne Cano | Place 1
Paul Prince | Place 2
Michael J Smith | Place 4
Melanie Rios | Place 5
Max Yeste | Place 6

Planning and Zoning Commission
Chuck Murphy, Chair
Bryon Borchers, Vice Chair
Jessica Romigh
David Kinnaman
Mary Belton
Stephanie Alba
Todd Robison

City Manager Karen Daly

Assistant City Manager Micah Grau

City Staff
Erika Ragsdale | Senior Planner
Matt Bushak | City Engineer
Scot Stromness | Director of Public Works
Mike Hemker | Director of Parks and Recreation
Melanie Hudson | Finance Director
Randy Barker | General Services Director
Amy McGlothlin | Human Resources Director
Yvette Glover | Development Coordinator
Kim McAuliffe | Downtown and Tourism Manager

City Attorney Charlie Crossfield, Sheets and Crossfield, LLP

Special thanks to the residents of Hutto for engaging in the conversation and providing invaluable input on the future of our community.
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About the Comprehensive Plan

Cities have the ability to write and adopt a comprehensive plan based on Section 213 of the Texas Local Government Code. The powers granted under this chapter are for the purpose of promoting sound development of municipalities and promoting public health, safety, and welfare. The comprehensive plan does not constitute zoning regulations or establish zoning district boundaries, but rather informs planning- and zoning-related issues. The plan may include provisions on land use, transportation, and public facilities, and may be used to coordinate and guide the establishment of development regulations.

A comprehensive plan may be adopted or amended by ordinance following a hearing at which the public is given the opportunity to give testimony and present written evidence and review by the municipality’s planning commission. Each municipality establishes, in its charter or by ordinance, procedures for adopting and amending their comprehensive plan. Hutto 2040 will be updated as-needed, at least every five years.

Hutto 2040 makes reference to adopted plans, such as the Thoroughfare Plan, Water Master Plan, Parks, Trails and Open Space Master Plan, and others. While Hutto 2040 sets big-picture goals for the next 25 years, these plans are focused on specific subject matter, and include a high level of detail relative to certain projects. As these plans are implemented and amended, they will continue to support the vision and goals of Hutto 2040.

About Zoning

Zoning is a tool used by cities for the purpose of promoting the public health, safety, morals, or general welfare and protecting and preserving places and areas of historical, cultural, or architectural importance and significance. Section 211 of the Texas Local Government Code gives cities the power to regulate the location, bulk, size, and use of buildings, as well as impervious cover, size of yards and open spaces, and population density.

Zoning regulations are adopted in accordance with a comprehensive plan and must be designed to clearly benefit the public by securing safety, promoting health and welfare, providing adequate light and air, preventing overcrowding, avoiding undue concentration of population and facilitating the provision of public utilities and resources.

In the case of designated places and areas of historical, cultural, or architectural importance and significance, the governing body of a municipality may regulate the construction, reconstruction, alteration, or razing of buildings and other structures. In Old Town Hutto, the Historic Preservation Commission fulfills this role by overseeing development and re-development of the district.
Population

Hutto’s population began to skyrocket in the early 2000’s, growing exponentially and earning the title of fastest-growing city in the U.S. The pace of growth decelerated with the recession, but has picked back up in recent years.

The City produces annual population estimates that tend to be more accurate than Census counts. This in-house estimate is based on a calculation that factors the number of housing units and demolition permits with the current occupancy ratio and household size. The equation is listed below.

**2014 POPULATION ESTIMATE:**

\[ (424 + 7,076 - 12) \times 0.951 \times 3.04 = 21,648 \]

**TOTAL POPULATION**

\[
\text{[Housing units prior to 2000 + Housing units since 2000 – Demo Permits] \times [Occupancy Ratio] \times [Average Household Size]}
\]

The accuracy of population counts hit an all-time high with the 2010 Census, though the numbers for Hutto were still well below in-house estimates. The 2010 Census listed Hutto’s population at 14,698, while the City’s estimate was 16,756. The U.S. Census commonly underestimates a city’s population, since it is nearly impossible to achieve a perfect response rate. Though inconsistent with local estimates, the Census data provides us the ability to compare Hutto to nearby cities.
Population estimates vary greatly depending on methodology. If we grow at a pace similar to the years 2009 through 2013, about 200 residential permits per year, the population will be nearly 40,000 by 2040. If we grow at a pace similar to 2014, with around 400 permits per year, the approximate population in 2040 exceeds 50,000. And finally, issuing 800 permits per year, higher than Hutto’s record growth year of 2006, would result in a population of over 85,000 people. These estimates assume a household size of 3.04 persons.

Population forecasts based on permits do not account for migration or natural fluctuations due to births and deaths. The Texas Water Development Board produces population forecasts considering these factors, as well as regional growth patterns and resource availability.

According to the Texas Office of the State Demographer, Williamson County is projected to be Texas’ fourth-fastest growing county between now and 2050 (by percentage). The county population is projected to grow by 367.7 percent with the addition of 1.5 million new residents by 2050.
Demographics

Age

Since Hutto’s population began booming in the early-2000s, the city has been desirable to young families. In fact, Hutto has a larger proportion of adults in their 30’s and children under 15 than Williamson County as a whole. The presence of young families is evident in the city’s population pyramid, or Age-Sex Distribution graph. For example, adults 30 to 40 years old account for 22.6% of Hutto’s population, but only 16.7% of Williamson County. Children age 14 and under make up one-third of Hutto’s population, but only a quarter of Williamson County.

In comparison to surrounding communities, Hutto’s population pyramid is most similar in shape to Leander; a horizontally-stretched spade due to high proportion of 30-34 year olds and children, with low proportion of 20-24 year olds. The population pyramids of Williamson County, Round Rock, Cedar Park and Pflugerville have a more rounded spade shape, indicating a slightly more balanced mix of ages in the communities. Georgetown’s pyramid has a more rectangular shape, indicating equal age distribution.

Household Composition

Families with children under the age of 18 make up 52% of all Hutto households. Of those, 75% are married couple families, 20% are single mother households, and 5% are single father households. While Hutto is known to be a family-oriented community, it is notable that almost half of the city’s households do not include children under the age of 18. These households are made up of married couples without children, families with children over the age of 18, and individuals living alone.

Two-person households are the most common in Hutto, comprising 25% of all households. Three- and four-person households are also very common, each making up 20% of households, respectively. About 14% of households are occupied by only one person, and 12% are five-person households. Households of greater than six people are less common.
White, non-hispanics make up over 50% of Hutto’s population. Hispanics and Latinos of any race make up one-third of the population, and African Americans just under 15%. The remaining 1.7% of the population is comprised of Asians, individuals with a race not specified, and individuals of two or more races.

Hutto’s median household income is $72,044. Over 27% of households have an income between $50,000 and $74,999, and about 24% of households fall between $75,000 and $99,999. About 18% of households make between $100,000 and $149,999, and 16% fall between $35,000 and $49,000. There is a relatively even distribution between the following income brackets, each comprising about 3% of households: $25,000-$35,000; $150,000-$199,999; and less than $10,000. A two person household making less than about $16,000 is considered to be living in poverty. For a three-person household this threshold is around $19,000, and $24,000 for a four-person household. It is estimated that 4% of the total population lives below the poverty line, and 5.5% of those under the age of 18. Poverty rates among Hutto females are substantially higher than those of Hutto males, with 9.7% of females living in poverty, compared to just 3% of males. This number is also higher than Williamson County totals, which estimate 7.3% of females living in poverty.
Permits

Single Family residential permits are one of the most telling indicators of the growth Hutto has become known for. Homes were built at an increasingly rapid pace during the early-2000’s. Hutto issued a record 822 residential building permits in 2006. The National Bureau of Economic Research identified December 2007 as the ‘peak month’ for the United States’ economic activity, and therefore the beginning of the recession.\(^1\) Though permit totals tapered for the next four years, the Austin-Round Rock MSA fared the recession far better than most of the country. In 2010, Forbes magazine ranked the MSA the number one region in the nation where the recession was easing.\(^2\) Indeed, permits were on the rise in 2012 and building activity has continued to accelerate since.


The fluctuation was mirrored at the county level as well, with permits declining after 2006 and rebounding after 2011. Hutto’s share of Williamson County growth remained relatively stable between 2004 and 2013, varying from 11% to 14% throughout. In 2013, single-family permits in all of Williamson County totaled 2,862, over 360 of which were homes in Hutto.
Regional Context

Hutto is located in south-central Williamson County, one of the fastest-growing counties in America.

- 9 miles from downtown Round Rock
- 13 miles from County Seat, Georgetown
- 178 miles from Dallas
- 122 miles from San Antonio
- 28 miles from downtown Austin
Historical Context

The International-Great Northern Railroad, the first railroad in Williamson County, reached the site of Hutto in 1876 and purchased five acres of land for Hutto Station from James Emory Hutto, a local rancher. The following year the community, which soon changed its name to Hutto, had a railroad depot, a post office, a general store, and a lumber business. By 1884 Hutto had 200 inhabitants, a school, three churches, and five gins and shipped cotton and grain. A bank and a hotel opened in the early 1890s, and the population reached 700 in 1896, when Hutto was described as an “important cotton market” by the Texas State Gazetteer. Many of the inhabitants and the local farmers were German, Danish, or Swedish immigrants, and the town had a Swedish church in 1896. In the 1890s Hutto had two weekly papers, the Church Helper and the Hutto Enterprise. After reaching a peak population of 900 in 1928, Hutto was hard-hit by the Great Depression and the decline of the cotton industry. By 1931 the population had fallen to 538. The town was incorporated in 1940, when it had 579 inhabitants. In the 1960s the population dropped to 400, and the town had nine businesses in 1970. The community revived over the next two decades and had 842 inhabitants and seventeen businesses in 1988. In 1990 the population was 630. By 2000 the population had almost doubled to 1,250.


http://www.williamson-county-historical-commission.org/Hutto/Hutto_Texas_Williamson_County.htm
The Blackland Prairie has a special mix of soil and mineral deposits creating a rich dark soil sometimes described as black velvet. The region’s high productivity probably comes from abundant invertebrate animals and fungal flora found in the soil. The soil has much calcium carbonate, creating a very alkaline growing medium.

Hutto is in the Blackland Prairie Ecosystem, an area much changed by man. Very little native prairie remains as the early settlers plowed the land for crops and later ranchers planted coastal hay for grazing and haying. The Ecoregion starts south of San Antonio and extends as a relatively small strip of land reaching the Oklahoma border. In the early 1800s, the land was covered with tall-grass prairie with riparian zones and trees around the stream courses.

Source: http://www.thehuttonews.com/lifestyles/article_1e0cc1d8-e75c-11e1-89a4-0019bb2963f4.html
Public Involvement

The citizens of Hutto played an invaluable role in the development of the comprehensive plan. From workshops to online engagement, various methods were used to understand the overall vision and needs for the future of Hutto.

Setting the Table for the Future

More than 50 residents participated in a community workshop on September 24, 2014, held at the East Williamson County Higher Education Center. The event, titled “Setting the Table for the Future,” was hosted by the City of Hutto to gain input on various topics related to future development. The workshop featured five stations: social equity, transportation, community development, environment and parks. Conversation was facilitated by a different city department representative at each station and supported by maps and other interactive visuals. A pre-determined set of questions were asked of each group as well as posted on Facebook and Twitter for those who preferred to engage virtually. The entire event was also streamed live via YouTube webcast, reaching an additional 40 residents. As residents rotated between the stations, they enjoyed food from Mario’s Mexican Restaurant, Downtown Hall of Fame, Beau’s Specialty Meats & Deli, Bocado’s Catering, and Baked ‘N Sconed in a progressive dinner format. City Planning staff shared the workshop’s big takeaways and posed follow-up questions on the City’s website and social media pages.

Choosing Your Course for the Future

On February 13, 2015, over 25 residents attended “Choosing Your Course for the Future,” a follow-up to the September workshop. At this gathering, planning staff shared updates on the comprehensive plan development, specifically how public feedback had informed the plan so far. Further input was necessary from residents to affirm the draft goals, and determine specific objectives for the goals. Residents had the option to discuss three of four topics: quality of life, community, resiliency, and mobility. Each discussion was led by two city staff, who asked participants how they think Hutto should reach its goals. About half of the participants had attended the previous workshop, which gave them the context and background to provide the specific input needed. Those who had not attended the September workshop contributed equally-valuable imagination and inspiration. Many online participants shared their input on Facebook during and after the event.
Citizen Survey

In order to more effectively address concerns with growth and to more efficiently service citizens, the City conducts a bi-annual survey of residents. Now that multiple surveys have been conducted, trends can be examined and used to shed additional light on citizen satisfaction, demands, and preferences. The 2014 survey was distributed to 2,100 randomly selected homes on June 12 and due back to the City on July 4. Residents had the option of completing the survey either in the traditional paper format or a new online option. About 12 percent of the sampled residents returned their completed surveys (n=252). While the response rate was lower than the 2012 version, the 2014 survey was able to capture a more representative sample of the population. The findings of this report must be interpreted with caution. The study of perceptions is difficult because people’s perceptions are not objective reality. In addition, satisfaction can only be fully understood in the context of a person’s expectations and expectations are not measured in this study for methodological as well as conceptual reasons. It is, however, reasonable to compare the degrees of public satisfaction on the same service over time and with similar services.

Sustainable Places Project

Hutto was chosen as one of five cities in Central Texas to participate in the Sustainable Places Project, a regional planning initiative aimed at helping communities create livable places, consistent with local goals and values. The project provided professional assistance in community outreach, development planning, economic and market research, and financial planning of a catalytic investment project – all at no cost to the City. The overall objective was to plan for the growth expected to occur in the demonstration site, roughly between Old Town and SH 130, from US 79 to Limmer Loop. After over a year of collaboration between the planning team, local stakeholders and the public, the prevailing vision includes walkable residential and commercial uses, with parks, trails and roads linking the old and new. The final report includes recommended code amendments and possible overlay districts that will enable the city’s vision to come to fruition. It also provides in-depth cost assessments and financing strategies that will assist the City as it pursues redevelopment of the Co-op site.
Acquire and develop open space of various scales for active, passive, and programmed use

- Acquire desirable parkland
- Add playground equipment, shade structures, benches, picnic tables and other improvements to parkland
- Develop Hutto’s park system in accordance with the Parks, Trails and Open Space Master Plan*

Cultivate an expansive urban tree canopy

- Expand the city’s tree canopy cover through landscaping and targeted tree planting efforts
- Ensure health of trees through standards and species selection
- Educate the public on native planting and maintenance best practices

Celebrate Hutto’s heritage and preserve our history for future generations

- Preserve designated historic structures and other historically or culturally significant areas
- Require that the form and character of downtown Hutto persists in new construction and redevelopment

Support the growing arts community

- Connect residents to the arts, including music and performing arts
- Provide platforms for display and promotion of local art
- Highlight Hutto’s unique identity and heritage through murals and public art

Promote Hutto as a destination

- Create destination attractions and venues
- Market the City using various partnerships and media resources
- Evaluate the need for a Convention and Visitors Bureau
- Attract a full-service hotel and meeting space to accommodate community and tourism needs

Increase economic viability of downtown Hutto

- Attract and retain a mix of residential, retail, restaurant and office uses
- Host events which attract both residents and visitors downtown
- Follow the Heart of Hutto Old Town Master Plan*

*as amended
Quality of Life

Hutto’s parks and open space contribute greatly to Quality of Life. Hutto currently has about 185 acres of open space, 110 of which are developed parkland. As the City continues to grow, parkland acquisition and development will ensure ample park access for all Hutto residents.

Opportunity for enhanced green space is not confined to parks and trails. Citywide tree canopy provides a host of benefits, both measurable and immeasurable, and is closely linked to quality of life. Through targeted planting efforts, careful species selection and continued care education, Hutto will increase its citywide tree canopy. The current canopy, estimated using the sophisticated i-Tree program, is about 15%. For comparison, other Central Texas cities with published canopy covers include San Marcos at 34%, New Braunfels at 25%, and San Antonio at 21%. Landscaping standards of the current development codes will naturally increase tree canopy as both commercial and residential properties develop. However, intentional tree planting efforts will be necessary to increase canopy in public areas, parks, and existing developments.

The arts are another element of a community with a high quality of life. In fostering the arts community, Hutto will increase residents’ access and exposure to the performing and visual arts. Future public facilities can feature art on rotating display, adding flair while promoting local work. Murals and strategically-located public art installations will enhance Hutto’s unique identity, reinforcing our history and values while infusing creativity and fun into the City.

2015 BENCHMARKS

Total acres of parkland: 185
Acres of developed parkland: 110
Community events with 2,000+ attendees: 5
   Central Texas Home and Garden Show,
   Treats on East Street, Downtown Christmas
   Fair, Crawfish Festival, Olde Tyme Days
2014 Hotel Occupancy Tax Revenue: $103,577
Tree canopy: 15%
Number of murals: 1

Source: City of Hutto
The 1911 Historic District is the Heart of Hutto, and home to some of the most visible reminders of our past. Downtown has proven its resiliency by sustaining historic highs and lows with flexible buildings, human-scaled design, and lovable architecture. Preservation efforts are crucial to ensure that these buildings stay in tact for future generations to utilize, learn from and enjoy. In addition, new construction will complement this form and character to ensure compatibility and enhance downtown’s potential.

Historic preservation is not the sole reason for channelling efforts downtown. Downtown Hutto is home to our most productive development pattern, in terms of property value per acre. One acre of traditional buildings, two-story mixed-use occupying most of their lot, is valued at least four times higher than an acre of conventional commercial development elsewhere. This potent value justifies a focus on increasing private investment downtown. New restaurant, office, retail and residential uses will all contribute to the overall district envisioned in the Old Town Master Plan. Downtown events, which hit historically high attendance in 2014, will continue to bring residents and visitors into the City’s core.

Each of these elements will contribute to making Hutto a destination. The addition of destination attractions and venues to the City will also help Hutto stand out. The City will utilize a broad network of partnerships and media resources to promote its most attractive elements, including but not limited to safe neighborhoods, parks, trails, arts and history.

Hutto 2040 is known for a high quality of life, due to our unique character, rich history and plentiful open space.
Develop a transportation network which safely accommodates drivers, pedestrians and cyclists

- Explore innovative mitigation of significant community barriers such as the railroad
- Build the city’s street and road networks in accordance with the Thoroughfare Plan*
- Expand the city’s sidewalk network in accordance with the Pedestrian Mobility Plan*
- Develop a Transportation Master Plan

Support efforts to serve Hutto with regional public transit, such as bus or rail

- Maintain an active and cooperative relationship with entities such as Lone Star Rail, CAMPO, and CapMetro
- Establish a Park-and-Ride location in Hutto
- Promote existing services, such as CARTS, to citizens with special needs or without automobiles

Ensure that transportation projects respect and preserve surrounding character to the greatest practical extent

- Design new streets to the surrounding and planned context to ensure appropriate geometry and design speed
- Collaborate with state and regional entities to ensure that roadway design balances regional mobility goals with the unique needs and character of Hutto

Provide a developed trail system to connect neighborhoods, commercial areas, schools and downtown to one another

- Develop Hutto’s trail system in accordance with the Parks, Trails and Open Space Master Plan*
- Maintain active participation in regional trail planning efforts

*as amended
Mobility

Whether by car, bus, bike or foot, it is imperative that Hutto residents are able to travel safely and efficiently around town. Streets and roads constructed in accordance with adopted plans will enhance the overall travel network for automobiles, while also accommodating pedestrians and, in some cases, bikes. Sidewalks added to existing streets will provide the missing links in the system, allowing more people to walk for recreation or transportation purposes.

Regardless of the mode of transportation, several barriers to connectivity exist today. The railroad is the primary barrier, dividing Hutto into north and south, and heavily restricting access between the two. Three vehicular crossings exist within the city limits, with an additional seven lying in the extra-territorial jurisdiction. The lack of additional crossings and frequency of passing trains cause significant delays at peak travel times. US 79 perpetuates this divide with between four and seven fast-moving lanes and inadequate pedestrian infrastructure at intersections. As a result, residents who live walking distance from a destination across the tracks, such as a school or event, will most likely drive due to safety concerns. The City will continue working with the appropriate entities on innovative mitigation methods, such as traffic calming, underpasses, and additional crossings.

As thoroughfare plans are implemented, roadways will respect the surrounding context and ensure appropriate geometry and design speed. In the case of state and country roadways, collaboration with other entities will ensure that projects balance regional mobility goals with unique needs and condition of our community. For example, the design of lower-speed US 79 traveling through the historic district should differ from the 60mph rural section east of town.

At some point in the future, Hutto will likely be served by regional public transit. Maintaining an ongoing relationship with bus and rail entities will enable Hutto to plan and garner support for any upcoming investments. In the meantime, the City will continue to support existing services and connect residents with all available transit options.

---

2015 BENCHMARKS

Existing Transportation Network
- Roadway: 65 miles
- Sidewalk: 65 miles*
- Trail: 9 miles

Note: A one-mile stretch of roadway with sidewalks on both sides has two miles of sidewalk.

Railroad crossings
- Three in the City Limits
- Seven additional in ETJ

Commuting modeshare
- 81.8% drive alone
- 11.8% carpool
- 5% work from home

Travel to school modeshare
- 38% of students are bussed
- 62% arrive by car, bike or walk

1 Source: City of Hutto 2014 CAFR
2 Source: City of Hutto
3 Source: US Census Bureau
4 Source: Hutto ISD
An extensive trail system, as outlined in the adopted master plans, will provide additional mobility options and offer new recreational opportunities to residents. Trails will connect neighborhoods, commercial areas, schools and downtown to one another, providing safe walking and biking opportunities separate from traffic. Participation in regional trail planning efforts will ensure coordination with other cities’ trail projects and incorporation into the broader network.

Transportation projects will be implemented according to the adopted plans, as amended. The Thoroughfare Plan identifies new roadways and their planned character. The Pedestrian Mobility Plan identifies missing sidewalks and calls out specific projects that would significantly impact mobility and connectivity. The Safe Routes to School plan identifies safe, convenient, and fun opportunities for children to bicycle and walk to and from school, and assists in obtaining funding for such projects. The Transportation Master Plan will provide detailed traffic data to paint a picture of Hutto’s overall transportation system.

*Hutto 2040’s growing transportation network ensures safe, efficient multi-modal mobility throughout our city.*
Pursue a financially-sustaining development pattern
» Build the proportion of non-residential assessed property value in the City
» Encourage infill to maximize use of existing infrastructure

Reduce retail and job leakage
» Attract and retain higher-wage, higher-skill jobs
» Achieve a citywide jobs-housing balance
» Nurture new and existing local businesses in their operations and growth
» Advance Hutto as an economic hub for rail-served industry

Improve environmental performance
» Ensure development minimizes the impact on natural features and environmentally sensitive areas
» Reduce energy consumption and encourage the use of alternative and renewable energy sources
» Increase recycling participation while reducing waste stream volumes
» Employ green practices throughout city projects and events, leading by example

Consistently maintain infrastructure to extend the lifespan of the city’s assets
» Create and update standards, specifications and design criteria to provide quality service while minimizing maintenance costs
» Develop process for proactively maintaining infrastructure
» Develop a pavement management system

Ensure utility capacity and availability for current and future users
» Construct the city’s water system according to the Water Master Plan*
» Develop the city’s wastewater system according to the Wastewater Master Plan*
» Manage stormwater in accordance with the Stormwater Master Plan.*

Ensure that neighborhoods will hold value and remain safe
» Require high quality housing products
» Facilitate community-led beautification projects that add value to neighborhoods
» Create a program promoting home and yard maintenance and code compliance
» Maintain neighborhood integrity through rental registration and inspections

*as amended
Resiliency

Resiliency refers to Hutto’s self-sufficiency, as well as the City’s capacity to withstand both inevitable and unforeseeable challenges of the future. In order to be resilient, Hutto will pursue a financially-sustainable development pattern. Generally, the tax revenues generated by subdivisions of low-density, single-family homes do not cover the cost to serve and maintain them in perpetuity. However, as the City grows, so will the demand for congestion relief, infrastructure maintenance, and other costly services. Using a calculation recognized by the International City/County Management Association (ICMA), the City can estimate the cost of serving each consumer. The calculation divides the General Fund and General Debt Service expenses by the number of consumers. Consumers include city residents and the estimated additional daytime population. Similarly, the revenues per consumer can also be calculated by plugging General Fund revenues and General Debt Service revenues into the same formula. One measure of resiliency is to have the General Fund revenues meet or exceed the cost of providing City services.

<table>
<thead>
<tr>
<th>Cost per Service Consumer</th>
<th>Revenue per Service Consumer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gen. Fund Budget</td>
<td>Gen. Fund Revenue</td>
</tr>
<tr>
<td>$10,152,023</td>
<td>$8,869,175</td>
</tr>
<tr>
<td>Gen. Debt Service</td>
<td>Gen. Debt Svc. Revenue</td>
</tr>
<tr>
<td>$1,173,560</td>
<td>$1,080,544</td>
</tr>
<tr>
<td>Population</td>
<td>Population</td>
</tr>
<tr>
<td>21,992</td>
<td>21,992</td>
</tr>
<tr>
<td>Work Force</td>
<td>Work Force</td>
</tr>
<tr>
<td>1,800</td>
<td>1,800</td>
</tr>
<tr>
<td>Cost</td>
<td>Revenue</td>
</tr>
<tr>
<td>$497.87</td>
<td>$418.20</td>
</tr>
</tbody>
</table>

The General Fund relies heavily on property and sales tax, and will serve as an indicator for growth in both sectors. To build value, Hutto will capitalize on infill opportunities with productive, mixed-use development. The city will also work toward a balance in the tax base. Balance is achieved when Hutto’s total assessed commercial value resembles the total assessed residential value. In 2014, the City’s total assessed residential value was $776,158,000, while the commercial value was only $229,919,159. Reaching a balance today would require over $500 million in additional commercial value.

2015 BENCHMARKS

| Median household income | $72,044 |
| Jobs per household      | .66 |
| Jobs: 4,800             |
| Households: 7,200       |
| Commuting data          |
| Workers leaving town to work: 88% |
| Mean travel time to work: 27.5 minutes |
| Top Employers (2014)    |
| Hutto ISD, Home Depot, Lowes, YMCA |
| Assessed value          |
| $776,158,000 in residential value |
| $229,919,159 in commercial value |
| $35,567,372 in agricultural value |
| Cost per Public Consumer | $497.87 |
| Revenue per Public Consumer | $418.20 |

1 Source: US Census Bureau  
2 Source: Sustainable Places Project  
3 Source: City of Hutto 2014 CAFR
In increasing the non-residential tax base, we will also increase local jobs. Hutto will achieve a citywide jobs-housing balance, where there is at least one job for every household within the City. This ensures that job growth keeps up with residential growth, and that Hutto residents can work where they live. Using data from the Census and the Economic Development Corporation, Hutto’s jobs-housing balance is determined to be .66. Rail-served manufacturing is anticipated to form an economic hub on the east side of town, employing many and contributing significantly to the City’s tax base. The City will also nurture existing businesses in their operations and growth, and foster the development of more small, local businesses. Dollars spent at local businesses tend to provide the most benefit to the community, and business owners are often Hutto residents.

In 2015, the City was ranked fourth in the Top 5 Safest Cities in Texas, based on low numbers of violent and property crimes per 100,000 residents. Safety remains a top priority into the future, ensuring the endurance of this prestigious recognition. As distinct community units, often with additional governing bodies, neighborhoods play a vital role in upholding both safety and value. Through the use of high quality housing products, beautification projects, and active promotion of property maintenance, Hutto will prevent deterioration that could lead to increased crime and decreased property values.

Environmental resiliency is also an important consideration as the City matures. The City will improve environmental performance by ensuring that development minimizes the impact on natural features and sensitive areas. In both new construction and existing development, alternative and renewable energy sources can be used to reduce energy consumption. The City will also strive to reduce waste stream volumes and increase recycling participation. These and other green initiatives can be implemented through incentive programs, publicity efforts, and amendments to development and building codes. Lastly, Hutto will lead by example in City projects.

City assets, specifically infrastructure, are another key to Hutto’s resiliency. The City will perform consistent, proactive maintenance to extend the lifespan of our utility lines, roads and other infrastructure. Continuous review, and when necessary, update of standards, specifications and design criteria will ensure a high level of service while minimizing long-term maintenance costs. By implementing the Water Master Plan and the Wastewater Master Plan, the City will ensure capacity and availability for current and future users. Stormwater runoff effects will be mitigated using the current best management practices.

Hutto 2040 is a resilient city, where sustainable and productive growth creates local jobs and diversifies our tax base.
Offer a variety of housing products to serve the needs of a diverse population through all stages of life

» Prioritize differentiated product from Hutto’s existing housing stock
» Attract higher-end move-up housing
» Support various scales of attached and multi-family housing

Strengthen connections between residents

» Build community cohesion through continuous open communication
» Facilitate safe transportation within and between neighborhoods, both existing and new

Advance Hutto as a place for a qualified, diverse workforce

» Support Hutto ISD as a school system of choice
» Broaden awareness of Higher Education Center
» Maximize potential of intellectual capital

Facilitate a diverse mix of uses to serve Hutto residents

» Use zoning to ensure harmony and avoid adverse impacts to surrounding thoroughfares and development
» Build community character and compatibility through architectural design
» Ensure proper multi-modal circulation to and through all new development

Develop the Co-Op site as a vibrant, mixed-use district

» Pursue public-private partnership for continued development of the Co-op
» Provide public gathering opportunities through programming of existing facilities
Community

Hutto is a welcoming, inclusive community. No matter their age, marital or household status, everyone should feel at home in Hutto. To ensure this, a variety of housing types must be available to residents. Currently, single-family detached homes comprise over 98% of the City’s housing. While the availability and affordability of these homes has attracted thousands of new residents over the past decade, they are not for everyone. Several segments of the population, including seniors, singles, and young professionals, tend to prefer housing types that are not currently available in Hutto. Apartments, condos, and townhomes are appealing to those looking for a high quality of life and community connectedness, without the burden of yard and home maintenance. Additionally, householders wishing to move up into higher-end housing must leave Hutto to do so. In order to maintain a balanced population throughout every stage of life, Hutto will prioritize a differentiated housing product than that which currently exists.

Connections between residents are what make a community. Informed, engaged residents are more invested in the future of the City, building essential social capital. Not only should neighborhoods be cohesive internally, but they should be connected with one another. The City will continue to provide platforms for continuous open communication, such as regular meetings with neighborhood groups. Hutto neighborhoods should also be physically connected by safe sidewalks or trails. This principle can be achieved in new neighborhoods through street design, street network, and greenlinks. For existing neighborhoods, new connections may arise through street improvement projects, new trails, or construction of missing links.

2015 BENCHMARKS

<table>
<thead>
<tr>
<th>Metric</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Median home price</td>
<td>$149,153</td>
</tr>
<tr>
<td>Single Family housing % of total</td>
<td>98%+</td>
</tr>
<tr>
<td>Housing by price range</td>
<td></td>
</tr>
<tr>
<td>Less than 9% below $100,000</td>
<td></td>
</tr>
<tr>
<td>85% between $100,000 and $200,000</td>
<td></td>
</tr>
<tr>
<td>Less than 7% above $200,000</td>
<td></td>
</tr>
<tr>
<td>Housing by number of bedrooms</td>
<td></td>
</tr>
<tr>
<td>90% of housing units have 3-4 bedrooms</td>
<td></td>
</tr>
<tr>
<td>Fewer than 5% have 1-2 bedrooms</td>
<td></td>
</tr>
<tr>
<td>Zoning (City Limits only)</td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>3,672 acres, 82.4%</td>
</tr>
<tr>
<td>Non-residential</td>
<td>785 acres, 17.6%</td>
</tr>
<tr>
<td>Future Land Use (City Limits, ETJ, Growth Area)</td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>20,179 acres, 62.9%</td>
</tr>
<tr>
<td>Non-residential</td>
<td>12,244.59 acres, 37.1%</td>
</tr>
</tbody>
</table>

1 Source: US Census American Community Survey, 2013
2 Source: Williamson Central Appraisal District, 2014
3 Source: City of Hutto
These neighborhood connections will allow residents to travel safely within and between each other, but will also provide connections to nearby schools, parks and shopping areas. A diverse mix of uses throughout the community ensures that all parts of town have access to goods and services. Zoning will continue to ensure harmony between uses, and avoid adverse impacts to the surrounding areas and the environment. Local character will be reinforced through architectural design, ensuring that the buildings, not only the uses, contribute to Hutto’s built environment. Multi-modal circulation will be accounted for, both to and through all developments. Whether driving from across town, or walking from their home down the street, residents using all modes of transportation will be safely accommodated.

The prime opportunity for transformative mixed-use development in the City lies in the Co-op property. Adjacent to downtown, at the terminus of Farley Street, this site is planned for a combination of civic buildings, civic spaces, retail, office, and various types of residences. The Co-op will provide a true gathering place for residents, both as a public space and an event venue. The project will be catalyzed by the rehabilitation of the South Gin Building, which will provide space for both public and private events, including farmers market, the Home and Garden Show, and others. Eventually, a public-private partnership will pave the way for development of the entire Co-op district.

Each of these goals will help advance Hutto as a place for a qualified and diverse workforce to call home. Quality of schools is a primary consideration when families are deciding where to plant their roots. Therefore, through continued partnerships, the City will continue to support Hutto ISD and promote the district as a school system of choice. Hutto will also broaden awareness of the Higher Education Center, which delivers the opportunity for affordable post-secondary education, conveniently located within the city limits. The Higher Education Center also provides opportunities for facilities and programs that maximize the potential of the intellectual capital.

**Hutto 2040 is a cohesive, well-connected community where visitors want to live and residents want to stay.**
Sec.A211.104.ANNOTATION ON MAP OF COMPREHENSIVE PLAN.
“A comprehensive plan does not constitute zoning regulations or establish zoning district boundaries.”
FUTURE LAND USE
NORTH
FUTURE LAND USE
WEST
FUTURE LAND USE

EAST
FUTURE LAND USE
SOUTHWEST
AGENDA ITEM NO.: 9B.  AGENDA DATE: April 16, 2015

PRESENTED BY: Micah Grau, Assistant City Manager

ITEM: Consideration and possible action on the first reading of an ordinance amending Chapter 20, Article 20.04, Code of Ordinances, City of Hutto, Texas repealing and re-adopting guidelines and criteria governing reinvestment zones and tax abatement agreements within the City limits or extraterritorial jurisdiction of Hutto, Texas.

STRATEGIC GUIDE POLICY: Growth Guidance

ITEM BACKGROUND: Chapter 312 of the Texas Tax Code requires that city’s adopt an ordinance outlining policies and procedures related to the administration of tax reinvestment zones and tax abatements. The City’s current ordinance, Article 20.04 of the Code of Ordinances, was adopted in October 1989.

The ordinance, as proposed, complies with the requirements of Chapter 312 and creates eligibility qualifications based on the taxable value of the investment, number of jobs created, and the average wage of those jobs.

BUDGETARY AND FINANCIAL SUMMARY: The proposed ordinance creates the framework allowing the City to enact a property tax abatement or reinvestment zone of ad valorem taxes from 0 - 90% for up to ten years. Each individually proposed abatement/reinvestment zone would still need to be approved by the City Council.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS: The Growth Guidance Committee reviewed the ordinance on March 16, 2015. The ordinance will also be presented to the Hutto EDC on April 21.

CITY ATTORNEY REVIEW: The City Attorney has prepared the ordinance.

STAFF RECOMMENDATION: Staff recommends approval of the ordinance.

SUPPORTING MATERIAL:

1. Tax Abatement Ordinance
1. Tax Abatement Ordinance
ORDINANCE NO. ____________

AN ORDINANCE AMENDING CHAPTER 20, ARTICLE 20.04, CODE OF ORDINANCES, CITY OF HUTTO, TEXAS REPEALING THIS EXISTING SECTION AND RE-ADOPTING GUIDELINES AND CRITERIA GOVERNING REINVESTMENT ZONES AND TAX ABATEMENT AGREEMENTS WITHIN THE CITY LIMITS OR EXTRATERRITORIAL JURISDICTION OF HUTTO, TEXAS; PROVIDING A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City of Hutto must compete with other state and local governments across the nation currently offering tax abatements and other incentives to attract new industry and economic development; and

WHEREAS, new jobs and industries will benefit the local economy, strengthen the real estate market, and generate future tax revenue; and

WHEREAS, pursuant to Section 312.002 of the Tax Code, V.A.T.S., the city may not designate an area as a reinvestment zone and may not enter into a tax abatement agreement unless the City Council has established guidelines and criteria governing tax abatement agreements; and

WHEREAS, the City Council previously adopted such guidelines and criteria governing tax abatement agreements; and

WHEREAS, the City Council wishes to repeal and re-adopt such guidelines and criteria; Now Therefore

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

I.

Chapter 20, Article 20.04 of the Code of Ordinances of the City of Hutto, Texas is hereby repealed and readopted to read as follows:

Section 20.04.001. Purpose.

The City of Hutto (the “City”), pursuant to Chapter 312 of the Texas Tax Code, as amended, may authorize property tax abatements up to 100% to encourage the creation of jobs and economic growth of quality
development that is desirable and improves the quality of life for its citizens. The purpose of this policy is to establish guidelines and criteria that guide the City’s use of tax abatements as an economic development tool.

Section 20.04.002. Definitions.

(a) Abatement means the partial or full exemption of property from ad valorem taxes.

(b) Abatement Period means the period during which all or a portion of the value of real property or tangible personal property that is subject to a tax abatement agreement is exempt from taxation. The abatement period shall not exceed ten (10) years.

(c) Appraisal District means the Williamson County Appraisal District.

(d) Applicant means the Owner/Developer of the proposed economic development project.

(e) Freeport Exemption means the exemption of personal property consisting of inventory and goods that will be assembled, stored, manufactured, processed or fabricated locally that will be transported out of the state within 175 days of acquisition.

(f) Improvements means the facilities or structures classified as Real Property Improvements by the Appraisal District.

(g) Ineligible Property – The following categories will not be eligible for a tax abatement:

(1) Land or Real Property;

(2) Tangible personal property that the District classifies as inventory or supplies and materials exempted by the Freeport Exemption;

(3) Any property owned or leased by a member of the city council or planning and zoning commission as of the effective date of the tax abatement agreement;

(4) Any property that is already part of a Tax Increment Reimbursement Zone; and

(5) Any other property that is prohibited by state law.

(h) Owner means the owner of the real property to which the abatement applies.

(i) Personal Property means the property classified as personal property by the Appraisal District.

(j) Real Property means the land.

(k) Target Industry refers to industries and businesses that the city council has identified as being best suited for the city.

Section 20.04.003. Qualifications.
In order to be eligible for a property tax abatement the owner must meet the following qualifications:

(a) Upon completion:
   
   (1) The Improvements will exceed $5,000,000 in taxable value; or
   (2) The industry or business will add or retain a minimum of 25 primary jobs; and
   (3) The average wage will meet or exceed the Williamson County average wage.

Section 20.04.004. Evaluation.

The City will evaluate tax abatements based on the following considerations:

(a) Value of the improvements.
(b) Number of full-time and part-time jobs created/retained.
(c) Types of jobs created and their relation to the target industries.
(d) Average wage for full-time positions.
(e) Local sales tax impact.
(f) The amount the applicant proposes to expend on public infrastructure related to the project.
(g) Green and sustainable building and development practices.

Section 20.04.005. Process.

(a) An applicant may request an abatement by submitting a written application to the Hutto Economic Development Corporation.

(b) The Hutto Economic Development Corporation (HEDC) will review the application to ensure the request complies with state law and City policy. The HEDC shall make a recommendation to the City Council’s Growth Guidance Committee.

(c) The City Council Growth Guidance Committee will review the abatement application and the economic impact of the project, and, if warranted, develop a tax abatement and economic development agreement for consideration by the full City Council.

(1) The agreement shall contain the following:
   (i) List the kind, number, and location of all proposed improvements of the property;
(ii) Provide access to and authorize inspection of the property by city employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;

(iii) Limit the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;

(iv) Provide for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;

(v) Contain each term agreed to by the owner of the property;

(vi) Require the owner of the property to certify annually to the governing body of each taxing unit that the owner is in compliance with each applicable term of the agreement;

(vii) Contain the number of years the agreement is in effect

(viii) Provide that the governing body of the municipality may cancel or modify the agreement if the property owner fails to comply with the agreement;

(ix) The recapture of all of a portion of property tax revenue lost as a result of the agreement if the owner of the property fails to create all of a portion of the number of new jobs provided by the agreement, if the appraised value of the property subject to the agreement does not attain a value specified in the agreement, or if the owner fails to meet any other performance criteria provided by the agreement.

(d) Notice of a proposed abatement shall be given to other taxing jurisdictions in accordance with state law.

(e) Approval of an abatement agreement must be approved by an affirmative vote of a majority of the city council at a regularly scheduled meeting.

II.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.
C. 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.

Alternative 1.

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, PASSED, and ADOPTED on first reading this _____ day of ____________________, 2015.

Alternative 2.

READ and APPROVED on first reading this the _____ day of ____________________, 2015.

READ, APPROVED and ADOPTED on second reading this the ____ day of  
____________________, 2015.

________________________________________
DEBBIE HOLLAND, Mayor
City of Hutto, Texas

ATTEST:

________________________________________
Christine Martinez, City Secretary
## Scoring Sheet

<table>
<thead>
<tr>
<th>Category</th>
<th>Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Value of taxable improvements (property improvements and personal property).</td>
<td>2 points per $5,000,000. Max of 50 points.</td>
<td></td>
</tr>
<tr>
<td>2. Number of primary FTEs created/retained.</td>
<td>1 point per 10 jobs. Max of 50.</td>
<td></td>
</tr>
<tr>
<td>3. Average wage of all positions.</td>
<td>Minimum Williamson County average wage. 1 point for every $1,000 above Williamson County average wage. Max of 50 points.</td>
<td></td>
</tr>
<tr>
<td>4. Local sales tax impact.</td>
<td>1 point for every $250,000 in City sales tax revenue. Max of 25.</td>
<td></td>
</tr>
<tr>
<td>5. Green/Sustainable building and operations.</td>
<td>Max of 10 points.</td>
<td></td>
</tr>
<tr>
<td>6. Alignment with City Council vision.</td>
<td>Max of 15 points.</td>
<td></td>
</tr>
<tr>
<td>7. City capital investment (subtract if the City funds infrastructure extensions to serve the site).</td>
<td>Subtract 1 point for every $500,000.</td>
<td></td>
</tr>
</tbody>
</table>

Total Available = 200 points

## Abatement Calculation

<table>
<thead>
<tr>
<th>Point Total</th>
<th>Abatement Amount</th>
<th>Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>25 – 50</td>
<td>10 - 25%</td>
<td>10 Years</td>
</tr>
<tr>
<td>51 - 100</td>
<td>25 – 50%</td>
<td>10 Years</td>
</tr>
<tr>
<td>101 – 150</td>
<td>50 - 75%</td>
<td>10 Years</td>
</tr>
<tr>
<td>151 - 200</td>
<td>75 - 90%</td>
<td>10 Years</td>
</tr>
</tbody>
</table>
AGENDA ITEM NO.: 10A. AGENDA DATE: April 16, 2015

PRESENTED BY: Karen Daly, City Manager

ITEM: Consideration and possible action on a resolution concerning an Interlocal Agreement between the City of Hutto and the Capital Metropolitan Transportation Authority to prepare a three year Transit Development Plan (TDP) to identify transit needs, service options and financing, and provide recommendations for transit services for the City of Hutto.

STRATEGIC GUIDE POLICY: Mobility

ITEM BACKGROUND:
On April 23, 2014, the Capital Metro Board approved a revised Service Expansion Policy that provides non-member jurisdictions with new options and guidelines for obtaining transit service and accessing Section 5307 funding. The policy requires that jurisdictions complete a Transit Development Plan (TDP) before service is implemented. The purpose of the TDP is to identify transit needs, provide specific recommendations for service alternatives, and create a financing plan to support service recommendations. TDPs are required to cover at least three years and must be updated yearly.

Main components of the plan include:

1. Creation of a Project Steering Committee
2. Public involvement and outreach
3. A performance and situational appraisal
4. Development of mission and goals
5. Development and evaluation of alternatives
6. Development of a three-year (3) implementation program
7. A review of the program’s relationship to other plans
8. TDP report and executive summary
Since adoption of the policy, Cap Metro staff engaged the non-member cities to explain the guidelines for obtaining service and accessing federal funds to support service. The City responded by submitting a letter to Capital Metro President Linda Watson expressing interest in accessing Section 5307 funding to begin work on a TDP.

The total net cost estimate for the Hutto TDP is $70,256, with $56,205 (80%) of funding from Section 5307 funds and $14,051 (20%) of funding from local funds.

**BUDGETARY AND FINANCIAL SUMMARY:**
The funding match was appropriated from Development Services Permit Fees in FY16 Budget Amendment #2.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**
Not applicable.

**CITY ATTORNEY REVIEW:**
Not applicable.

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

**SUPPORTING MATERIAL:**
1. Resolution - Interlocal Agreement - Capital Metro
2. (Res) Interlocal Agreement - Capital Metro (Agreement)
3. (Res) Interlocal Agreement - Capital Metro (ExB)
RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTTO AND THE CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY TO PREPARE A THREE YEAR TRANSIT DEVELOPMENT PLAN (TDP) FOR THE CITY OF HUTTO.

WHEREAS, the Capital Metropolitan Transportation Authority’s (Capital Metro) mission is to connect people, jobs, and communities by providing high quality and sustainable transportation choices for communities in its service area, and;
WHEREAS, the City of Hutto is not a participating member of the Capital Metro service area, and;
WHEREAS, the City of Hutto, as of Census 2010, was designated a part of the Austin Urbanized Area, thereby making the City eligible to receive eligible Section 5307 funds from Capital Metro, and;
WHEREAS, Capital Metro is a “Designated Recipient” with legal authority to dispense federal funds, and;
WHEREAS, Capital Metro’s Board of Directors approved a Service Expansion Policy on April 23, 2014 which allows Capital Metro to partner with cities in the Greater Austin Area that are not currently a part of the Capital Metro service area to access federal funds under 49 USC 5307 (Section 5307), and;
WHEREAS, the Service Expansion Policy requires that jurisdictions seeking Section 5307 funds prepare a three year Transit Development Plan (TDP), to identify transit needs, analyze service options and financing, and provide recommendations for transit services, and;
WHEREAS, the City of Hutto seeks Section 5307 funds as a non-member jurisdiction to develop a three year TDP to identify transit needs, analyze service options and financing, and provide recommendations for transportation services, now therefore,

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

That the City Council approves the resolution authorizing the Mayor to sign the Interlocal Agreement between the City of Hutto and the Capital Metropolitan Transportation Authority (Capital Metro), a copy of same being attached hereto as “Exhibit A” and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the 16th day of the month April, 2015.

THE CITY OF HUTTO, TEXAS

__________________________________________
Debbie Holland, Mayor

ATTEST:

______________________________
Christine Martinez, City Secretary
Interlocal Agreement
Between
Capital Metropolitan Transportation Authority and the City of Hutto

This Agreement (“Agreement”) is entered into by and between Capital Metropolitan Transportation Authority (“Capital Metro”), a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code, and the City of Hutto (“City”), a Texas municipal corporation and political subdivision of the State of Texas, each individually referred to as “Party” and collectively referred to as “Parties”.

I. Recitals
WHEREAS, Capital Metro’s mission is to connect people, jobs, and communities by providing high quality and sustainable transportation choices for communities in its service area;
WHEREAS, the City is not a participating member of the Capital Metro service area;
WHEREAS, Capital Metro’s Board of Directors approved a Service Expansion Policy on April 23, 2014 which allows Capital Metro to partner with cities in the Greater Austin Area that are not currently a part of the Capital Metro service area to access federal funds under 49 USC 5307 (Section 5307);
WHEREAS, Section 5307 funding is made available to designated recipients that are public bodies with the legal authority to receive and dispense federal funds;
WHEREAS, Capital Metro is a “Designated Recipient” with legal authority to dispense federal funds;
WHEREAS, the City, as of Census 2010, was designated a part of the Austin Urbanized Area, thereby making the City eligible to receive eligible Section 5307 funds from Capital Metro;
WHEREAS, the Service Expansion Policy requires that jurisdictions seeking Section 5307 funds prepare a three year Transit Development Plan (“TDP”), to identify transit needs, analyze service options and financing, and provide recommendations for transit services;
WHEREAS, the City seeks Section 5307 funds as a non-member jurisdiction to develop a three year TDP to identify transit needs, analyze service options and financing, and provide recommendations for transportation services;
WHEREAS, the Parties desire to define their roles and responsibilities for the administration of Section 5307 funds; and,
WHEREAS, the Parties intend to conform this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

NOW, THEREFORE, in consideration of mutual promises, covenants, obligations, and benefits contained herein and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions stated herein as evidenced by the signatures of their respected duly authorized representatives below.

II. Terms and Conditions

1. Statement of Services to be Performed:
   A. Capital Metro will develop a TDP for the City of Hutto (“Services”).
   B. The TDP shall be developed in compliance with the requirement of Capital Metro’s Service
Expansion Policy.
2. Term of the Agreement:

This Agreement shall begin on May 1, 2015 and terminate the earlier of: (i) December 31, 2015 or (ii) when the total funds used equals $70,256, as set forth in Exhibit “A,” attached and incorporated herein for all purposes.

3. Financial Terms:

Consistent with federal funding practice, the Parties will receive Federal Transit Administration’s (“FTA”) allocated funding for the Austin Urbanized Area, disbursed by population and population density distributed as formula funds under the Section 5307 program, with Capital Metro being considered the “Designated Recipient” and with the City being considered a “Sub-recipient” for purposes of compliance with federal contracting requirements, including the provisions of FTA Circular 4220.1F and any other applicable federal contracting requirements.”

A. Capital Metro will provide Section 5307 funding for 80% of the cost for the Services ($56,205), as set forth in Exhibit A.

B. The City will provide local funding for 20% of the cost for the Services ($14,051), as set forth in Exhibit A.

4. Statement of Services to be Performed:

Capital Metro will provide the following services as more described set forth in Exhibit “A”:

Develop a three (3) year Transit Development Plan (“TDP”) for the City of Hutto with the support of the Capital Metro General Planning Consultant (“GPC”) as outlined in Exhibit “B.” The TDP will provide practical guidance to the City of Hutto to facilitate future transit service decisions. City of Hutto staff will be included in all aspects of the project.

Major elements of TDP will include:

1. Creation of a Project Steering Committee
2. Public involvement and outreach
3. A performance and situational appraisal
4. Development of mission and goals
5. Development and evaluation of alternatives
6. Development of a three year (3) implementation program
7. A review of the program’s relationship to other plans
8. TDP report and executive summary

5. Payment Terms:

For performance of the Services the City will pay Capital Metro the sum of $14,051 (its’ local share of formula funds) upon invoice. Capital Metro will invoice the City at least quarterly for Services rendered to date based on amounts billed Capital Metro by the GPC at the rates set forth in Exhibit “B.” The City will pay such invoices in accordance with the Texas Prompt Payment Act.
6. **General Provisions:**

   **A. Default.** A party shall be in default under the Agreement if it fails to fully, timely and faithfully perform any of its material obligations under the Agreement.

   **B. Notices.** Any notice required or permitted to be delivered under this Agreement shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party to be served, at the addresses set forth above. Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. A party may change its address for notice by written notice to the other party as herein provided.

   The City:
   
   401 W. Front St.
   
   Hutto, TX 78634
   
   Attn: ____________________________

   With Copy to:
   
   401 W. Front St.
   
   Hutto, TX 78634
   
   Attn: ____________________________

   Capital Metro:
   
   2910 E. Fifth Street
   
   Austin, TX 78702
   
   Attn: Kerri L. Butcher, Chief Counsel

   With Copy to:
   
   2910 E. Fifth Street
   
   Austin, TX 78702
   
   Attn: Michelle Meaux, Regional Coordination Planner

   **C. Good Faith.** The Parties agree to work together at all times in good faith, meet regularly, and
keep each other informed as to activities of the other, and maintain at all times formal representatives to serve as points of contact for communications.

D. Alteration. This Agreement may not be altered, amended, or modified except with written agreement from all of the Parties.

E. Cost for Preparation. Each Party will be responsible for all costs and expenses associated with the preparation and adoption of this Agreement, the preparation and adoption of a joint development agreement, and future actions related thereto.

F. Amendments. The City’s City Manager and Capital Metro’s President/CEO will have the authority to negotiate and execute amendments to this Agreement without further action by the Hutto City Council or the Capital Metro Board of Directors, to the extent necessary to implement and further the clear intent of the respective governing bodies, but not in such a way as would constitute a substantive modification of the Agreement’s terms and conditions or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by each party’s governing body.

G. Counterpart Agreements. This Agreement may be executed in multiple counterparts which, taken together, will collectively constitute a single agreement, but in making proof of such agreement, it will not be necessary to account for more than one such counterpart.

H. Venue and Applicable Law. This Agreement will be performed and enforced in Travis County, Texas, and will be construed in accordance with the laws of the State of Texas. Venue with respect to all disputes will reside with the district courts of Travis County, Texas. All rules, regulations, and other requirements imposed by local, state, or federal law apply to the performance of the Parties under this Agreement.

I. Force Majeure. Except as otherwise provided, no party is liable to the other parties for any delay in, or failure of performance, of a requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the control of the party asserting a force majeure claim, that by exercise or due foresight, such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. A party must inform the other parties in writing with proof of receipt within three business days of the existence of such force majeure.

J. Severability. Should any one or more provisions of this Agreement be deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be construed as severable from the remainder of this Agreement and shall not affect the validity of all other provisions of this Agreement, which shall remain of full force and effect.

K. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

L. Entire Agreement. This Agreement constitutes the entire agreement of the Parties. No
other agreement, statement, or promise that is not contained in this Agreement shall be binding except by subsequent written amendment to this Agreement signed by the Parties. The Recitals contained in this Agreement are incorporated herein for all purposes.
III. Signatories

Capital Metropolitan Transportation Authority

By: ____________________________
   Linda S. Watson, President/CEO

City of Hutto

By: ____________________________
   Debbie Holland, Mayor

Date: __________

Approved as to form:

_______
   CMTA Legal

ATTEST:

By: ____________________________ Christine Martinez, City Secretary
By: ____________________________ City Attorney
### Exhibit “A”

<table>
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<th>TDP Funding</th>
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<td>Section 5307 Funds (80%)</td>
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<td>Total Funds (100%)</td>
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In response to the request for proposal on the Hutto Transit Development Plan (TDP) for the City of Hutto, TX and Capital Metropolitan Transportation Authority (Capital Metro), URS has prepared the following scope of work. The total fee for this scope of work is $70,256. This Task Order will extend to October 30, 2015.

BACKGROUND

Capital Metro requires the support of the General Planning Consultant (GPC) to complete a three-year (3) Transit Development Plan (TDP) for the City of Hutto, Texas. Hutto is a community of approximately 19,728 residents that is located northeast of Austin. There is no local fixed route service in the City at the present time.

The overall intent of this plan is to produce a useful and supportive document that can provide practical guidance to the City of Hutto to facilitate future transit service decisions.

Major elements of plan development will include:

1. Creation of a Project Steering Committee
2. Public involvement and outreach
3. A performance and situational appraisal
4. Development of mission and goals
5. Development and evaluation of alternatives
6. Development of a three-year (3) implementation program
7. A review of the program’s relationship to other plans
8. TDP report and executive summary

SCOPE OF WORK

Task 1 Project Steering Committee
Development of the plan will be guided by a Project Steering Committee consisting, at minimum, of representatives of URS, representatives of the City of Hutto, representatives of Capital Metro, and the Capital Metro Project Manager, Michelle Meaux. The committee will provide input to URS and will review plan drafts. URS will be responsible for coordinating meetings of the committee, providing meeting materials and meeting summaries. URS (up to two staff members) will attend a minimum of four meetings with the Project Steering Committee, plus additional time as may be required to complete the plan (public outreach, etc.). Additionally, URS will confer with the Project Manager and/or Steering Committee as needed to report progress and clarify any other issues that may arise.

Deliverables
- Agendas and Meeting Minutes for up to four (4) meetings

Task 2 Public Involvement and Outreach
The TDP preparation process will include a public involvement and outreach program. Community input is critical to the transit planning process. URS will develop a public involvement plan for implementation
throughout the TDP process. The Public Involvement Plan will include a description of the planned public involvement activities, resources needed to implement those activities, and a schedule of activities. Capital Metro staff and City of Hutto staff will have the opportunity to review and provide input on the public involvement plan. URS will coordinate and provide materials for two (2) public meetings (open house format) in Hutto and will provide meeting summaries to the project Steering Committee. URS will work with Capital Metro and City of Hutto staff, as needed, to coordinate selection of meeting venues and any other necessary meeting logistics (including equipment if needed at the meeting). Two URS staff members will attend each public meeting. To enhance these public involvement activities, URS also proposes conducting up to eight (8) stakeholder interviews (e.g., with representatives from business groups, social services, senior center, etc.) by phone and in person and an intercept survey at two locations.

Deliverables
- Draft and Final Public Involvement Plan (electronic copies in pdf or native files)
- One publicity notice for each public meeting (total: 2) (electronic copies in pdf or native files)
- Public meeting factsheet (pdf format to be printed by others)
- Public meeting exhibits (pdf format to be printed by others)
- One public meeting summary for each public meeting (total: 2) (electronic copies in pdf or native files)
- Eight (8) stakeholder interviews (with summaries) (electronic copies in pdf or native files)
- Intercept survey to be administered at two Hutto locations (electronic copies in pdf or native files)

Task 3 Performance and Situational Appraisal
The TDP is a strategic planning document and will include an appraisal of factors that affect the provision of transit service. URS will analyze the following factors:

a) An estimation of the community’s demand for transit service with supporting demographic, land use, transportation, employment, population density, and transit data. The result of the transit demand estimation process will be a three-year (3) estimate of transit ridership based on service plan and level of service expected to be offered.
b) An assessment of major employers and other potential transit generators.
c) The effects of land use, state and local transportation plans, other governmental actions and policies on transit in Hutto.
d) An assessment of the extent to which the land use and urban design patterns in Hutto area support or hinder the efficient provision of transit service.
e) Identification of areas for coordination with other local agencies, local communities and/or private entities.
f) An analysis of multimodal accommodations that support transit service, such as bicycle and pedestrian facilities.

Deliverables
- Draft and Final Technical Memorandum #1 – Existing and Future Conditions (electronic copies in pdf or native files)

Task 4 Mission and Goals
Taking into consideration the findings of the previous tasks, URS will work with the City of Hutto and Capital Metro to develop the City of Hutto’s vision, mission, goals, objectives and service standards to provide the foundation for a successful transit service. Transit goals should reflect a community vision for the role of transit in supporting broader community goals such as ADA accessibility, economic development, improved air quality, equal access to goods, services and activities, livable communities, etc.
Objectives and performance standards should identify priority transit markets, service priorities, and design parameters.

**Task 5 Develop and Evaluate Alternative Courses of Action**
URS will develop and evaluate strategies and actions for achieving the city’s transit goals and objectives, including the benefits and costs of each alternative. The task will identify opportunities and constraints related to transit service in the Hutto area and an assessment of transit needs over the next three years. Financial alternatives, including options for new or dedicated revenue sources will be examined.

**Deliverables:**
- Draft and Final Technical Memorandum #2 – Transit Needs Assessment and Strategy Plan (electronic copies in pdf or native files)

**Task 6 Three-Year (3) Implementation Program**
URS will develop a three-year Transit Development Plan to identify policies and strategies for achieving the city’s goals and objectives and present a program for their implementation. URS will develop a three year program that will include:

a) Maps indicating areas to be served and the type and level of service to be provided.
b) A monitoring program to track performance measures for ongoing service evaluation and annual National Transit Database reporting.
c) A three-year (3) financial plan listing operating and capital expenses, a capital acquisitions or construction schedule, and anticipated revenues by source.
d) The implementation program will include a detailed list of projects or services needed to meet the goals and objectives in the TDP, including projects for which funding may not have been identified.
e) A format for yearly reporting of performance measures (such as average daily ridership, annual ridership, passengers per mile and per hour, cost per passenger trip, etc.) and administrative updates to the TDP.
f) A transit marketing toolbox to help guide marketing of future service.

**Deliverables:**
Draft and Final Technical Memorandum #3 – Three Year Service, Financial and Implementation Plan (electronic copies in pdf or native files)

**Task 7 Relationship to Other Plans**
The TDP will be consistent with Capital Metro plans, the City of Hutto’s Strategic Guide 2035, the City of Hutto’s Old Town Master Plan, Hutto Sustainable Places Project, and regional transportation plans, goals, and objectives. The TDP will discuss the relationship between the three-year (3) implementation program and other local plans and include an explanation of how service will be integrated in a regional intermodal network that increases connectivity, closes gaps and minimizes duplication of service. The document review and regional coordination assessment will be included in the draft and final TDP in Task 8.

**Task 8 TDP Report and Executive Summary**
URS will provide the Project Steering Committee with a draft report and executive summary for review. Based on comments received from the committee, URS will provide a final TDP report. Electronic copies in both MS Word and PDF formats of the final TDP report will be provided to the Project Steering Committee and the Project Manager. All analyses, maps, and project materials will also be provided to the Steering Committee and the Project Manager in electronic format.

**Deliverables**
- Draft TDP Report and Executive Summary (electronic copies in pdf or native files)
- Final TDP Report and Executive Summary (electronic copies in pdf or native files)

**Task 9 Project Management**
URS believes that the key to a successful project is a project management approach that keeps our clients informed on the progress of the project. We also recognize that our clients are the experts and we must get their input and review at key milestones to ensure that we have not missed critical information.

URS will submit monthly invoices in accordance with the requirements of Capital Metro’s standard procedures. These monthly invoices will contain a detailed break down of labor hours by job category and amount expended under work authorized each month and cumulative total to date within 5-7 working days of the month ending. Invoicing will follow the format agreed upon by both parties.

**LIMITATIONS**

This scope of work is based on the following assumptions and those stated in the above scope:

- The anticipated schedule for the City of Hutto TDP is from May 1, 2015 to October 30, 2015.
- We assume that all printing will be done by CMTA.
- The TDP will focus on local fixed-route service, Flex, Demand/Response and complementary ADA paratransit service. Express bus and inter-city transit services will not be included in the plan.
- If more support than what has been provided in this scope of work is requested at any time, URS will notify Capital Metro Project Manager and procurement for guidance on reduction in support or additional task order authorization.

Work under this task order will be coordinated with and authorized by the Capital Metro Project Manager. No additional work shall be performed prior to having a written revised Task Order. Tasks that are anticipated to grow in scope or duration would need to be authorized under a new task order. It is assumed that not more than 582 hours would be required for the task order duration of approximately six (6) months for URS. This task can only be initiated upon email receipt of a request for services from Capital Metro. While URS will begin work with an email receipt of a request for services, URS prefers receipt of a formal written request soon thereafter.

**ADDITIONAL SERVICES**

Additional services can be negotiated as needed. URS would be pleased to provide scope and cost for these items upon request from Capital Metro.

Sincerely,

Diane Cowin
Senior Program Manager

URS Corporation
P.O. Box 201088
Austin, TX 78720-1088
9400 Amberglen Boulevard
Austin, TX 78729
### GPC Task Order #15

**Date:** 2/25/15

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#### Miscellaneous Rates - Supplies

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**Note:** All costs are in USD.
### Task 1
- **Steering Committee**: Hours: 8, Cost: 1,929.00
- **Public Outreach**: Hours: 12, Cost: 2,290.80
- **Existing Conditions**: Hours: 10, Cost: 576.56
- **Goals and Objectives**: Hours: 10, Cost: 2,364.84
- **Service Evaluation**: Hours: 8, Cost: 3,941.40
- **TDP**: Hours: 14, Cost: 1,566.80
- **Document Review**: Hours: 8, Cost: 3,941.40
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<td>Overnight Delivery (estimate - invoice at cost)</td>
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**Miscellaneous Rates - Travel**

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<tr>
<th>Rate</th>
<th>Units</th>
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<tr>
<td>Lodging (for overnight travel, NTE State rates)</td>
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<td>Hotel Taxes (State, City, &amp; Local)</td>
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<td>Per diem rates (with overnight stay, NTE State rates)</td>
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<td>Vehicle Mileage (NTE State reimbursement rate)</td>
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<td>Rental car (NTE $50/day base rate)</td>
<td>$50.00</td>
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<tr>
<td>Meal &amp; incidental expenses</td>
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<td>Airfare (standard coach rate at cost)</td>
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**Miscellaneous Rates - Travel**

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## Detail - URS

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<tr>
<th>Position</th>
<th>Year 2 Rates (2014-2015)</th>
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<td><strong>SUB TOTAL</strong></td>
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### Miscellaneous Rates - Travel

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<td>Meals and incident rate (on site travel, NTE State rates)</td>
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<td>$ 216.00</td>
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<td>Vehicle Mileage (NTE State reimbursement rate)</td>
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<td>$ 46.00</td>
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<tr>
<td>Rental car taxes and fees at cost</td>
<td>$ 50.00</td>
<td>$ 50.00</td>
<td>$ 5</td>
</tr>
<tr>
<td>Mileage (standard coach rate at cost)</td>
<td>$ 300.00</td>
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<td>$ 300.00</td>
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<tr>
<td>Parking</td>
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<td><strong>DIRECT COSTS SUBTOTALS</strong></td>
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<td>$ 1,720.00</td>
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**TOTAL** $ 9,672.38 $ 2,459.72 $ 70,256.40

2/26/2015
AGENDA ITEM NO.: 10B.  
AGENDA DATE: April 16, 2015

PRESENTED BY: Matthew Bushak, P.E. City Engineer

ITEM: Consideration and possible action on a resolution concerning the execution of an agreement with Raba Kistner Consultants, Inc. for Materials Testing for the Hutto South Wastewater Treatment Plant project.

STRATEGIC GUIDE POLICY: Infrastructure

ITEM BACKGROUND:
A Request for Qualifications for Materials Testing was advertised on October 15, 2014. Seven responses were received and evaluated by Engineering Department staff. The results of the scoring evaluation are attached. The review team decided to forego the interview process as the team is very familiar with the top two firms and didn't feel an interview would add value to the process.

BUDGETARY AND FINANCIAL SUMMARY:
The fee is $66,000. The contract will be paid through Texas Water Development Board funds obtained for the project. $103,000 of the TWDB funds were allocated for materials testing. The remaining $37,000 will be used for materials testing for the Enclave Forcemain project.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
The City Attorney reviewed the agreement.

STAFF RECOMMENDATION:
Staff recommends approval of the resolution.

SUPPORTING MATERIAL:
1. Resolution
2. RFQ Scoring Evaluation
3. Materials Testing Agreement
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH RABA KISTNER CONSULTANTS FOR MATERIALS TESTING SERVICES FOR THE HUTTO SOUTH WASTEWATER TREATMENT PLANT CONSTRUCTION PROJECT AND GRANTING GENERAL AUTHORITY TO THE CITY MANAGER TO APPROVE CHANGE ORDERS ON THE CONTRACT INVOLVING A DECREASE OR AN INCREASE OF $50,000 OR LESS.

WHEREAS, the City of Hutto City Council approved the 2013-2017 Capital Improvements Plan, with one of the projects being the Hutto South Wastewater Treatment Plant, and;

WHEREAS, on February 7, 2013 the City of Hutto City Council approved a resolution directing staff to proceed with the design and construction of a 2.0 million gallons per day expansion of the City’s wastewater treatment capacity by constructing a wastewater treatment facility on City property obtained for that purpose (Saul Property), and;

WHEREAS, the City Council of the City of Hutto wishes to grant general authority to approve change orders on the contract involving a decrease or an increase of $50,000 or less to the City Manager in accordance with the Texas Local Government Code Section 252.048, and;

WHEREAS, all said change orders will be retained and made available by the City Secretary pursuant to the Texas Open Records Act.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS THAT, the Hutto City Council hereby approves the resolution authorizing the Mayor to execute the attached agreement with Raba Kistner Consultants for materials testing services for the Hutto South Wastewater Treatment Plant construction project and granting general authority to the City Manager to approve change orders on the contract involving a decrease or increase of $50,000 or less.

CONSIDERED and RESOLVED on this the 16th day of the month of April, 2015.

THE CITY OF HUTTO, TEXAS

____________________________
Debbie Holland, Mayor

ATTEST:
<table>
<thead>
<tr>
<th>Firm</th>
<th>Team Composition and Experience 25 pts</th>
<th>Project Understanding and Approach 25 pts</th>
<th>Prior Projects and References 25 pts</th>
<th>Capability and Proximity (Timely Response) 25 pts</th>
<th>Total Score 100 pts</th>
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<td>Terracon Consultants</td>
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Review Team:
Matt Bushak, P.E., City Engineer
Michael Lafferty, PE, CFM, Senior Associate Engineer
Dear Mr. Lafferty:

Raba Kistner Consultants, Inc. (RKCI) is pleased to submit our estimate to provide the construction materials observation and testing services on the above-referenced project.

We propose an estimated budget of $66,000 for construction materials testing and observation services for the referenced project. This budget is based on our understanding of the project, an estimate of quantities, and past experience with similar projects. A cost estimate breakdown is presented in the attached spreadsheet. Construction sequencing, delays, and the number of times that the client or their representative requests our services will affect the suggested budget. Services will be provided on a call out basis for the unit fees attached to this proposal. The scope of work includes the observation and testing of the following construction materials:

- Laboratory testing, in-place field nuclear density testing,
- Reinforcing steel observations
- Concrete and masonry compressive strength specimen sampling, testing, and reporting,
- Drilled pier observations,
- Structural steel inspections, and
- Asphalt testing and observation

This proposal may serve as RKCI’s work agreement for the referenced project. Please sign this proposal, initial every page of each attachment, fill out the Report Distribution List, and return one signed original to our office as authorization for RKCI to provide these services. If you choose to issue your own purchase order or work agreement, please reference our proposal number.

Thank you for allowing RKCI the opportunity to submit our proposal for the construction materials observation and testing services. We have a fully equipped AASHTO Accredited laboratory and we look forward to providing these services to you during the construction of this project. If you have any questions concerning our proposal or need any additional information, please call us at (512) 339-1745.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Approved By: ____________________________

Signature

_______________________________

Printed or Typed Name

_______________________________

Title

_______________________________

Company Name

_______________________________

Date

Attachments: Cost Estimate Breakdown
Scope of Work
Report Distribution List
Attachment I, Standard Terms and Conditions

San Antonio • Austin • Brownsville • Dallas • El Paso • Houston • McAllen • Mexico • New Braunfels • Salt Lake City
## COST ESTIMATE BREAKDOWN

**Date:** March 13, 2015  
**Proposal Number:** PAD15-029-00

### Project Information
- **Project Name:** Hutto South Waste Water Treatment Plant  
- **Location:** FM 1660; Hutto, Texas  
- **Client:** City of Hutto Water and Wastewater Department  
- **Address:** 401A West Front Street, Hutto, Texas 78634  
- **Contact Name:** Michael Lafferty, P.E.  
- **Phone Number:** 512-759-4024  
- **E-Mail:** michael.lafferty@huttotx.gov

### Testing/Observation Item Breakdown

<table>
<thead>
<tr>
<th>Testing/Observation Item</th>
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<th>Unit</th>
<th>Estimated Quantity</th>
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<tr>
<td>(Includes Atterberg Limits and Sieve Analysis)</td>
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<td>$352.00</td>
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<tr>
<td>Materials Technician</td>
<td>$44.00</td>
<td>hour</td>
<td>8</td>
<td>$352.00</td>
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<tr>
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<td><strong>PROJECT ADMINISTRATION</strong></td>
<td></td>
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<td>hour</td>
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<td><strong>REPORTING AND REPORT DISTRIBUTION</strong></td>
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<td></td>
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<tr>
<td>Reporting and Report Distribution</td>
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<tr>
<td><strong>GRAND TOTAL</strong></td>
<td>$65,829.50</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

### Subtotal Calculations
- **SOILS:** $27,192.00  
- **REINFORCING STEEL OBSERVATIONS:** $4,175.00  
- **CONCRETE:** $18,938.00  
- **PIER OBSERVATIONS:** $3,897.00  
- **MASONRY:** $686.00  
- **STRUCTURAL STEEL INSPECTION:** $1,815.00  
- **ASPHALT:** $1,815.00  
- **PROJECT ADMINISTRATION:** $1,330.00  
- **REPORTING AND REPORT DISTRIBUTION:** $5,984.50  
- **GRAND TOTAL:** $65,829.50

10% of total cost: $6,582.95
SCOPE OF WORK
Hutto South Wastewater Treatment Plant
FM 1660
Hutto, Texas 78634

General:

1. We understand that the City of Hutto will require the services of experienced engineering technicians as scheduled by you or your representatives. Client will incur a 3 hour minimum charge per each site visit. We request twenty-four (24) hour notification to properly schedule our work.

2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office.

4. Our total cost of services is based upon the assumption that this project will require a technician on site during normal work hours. Services requested during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein. Normal work hours are defined as Monday through Friday, 8:00 am to 5:00 pm. Overtime rates at 1.4 times the normal hourly rate will be assessed after eight (8) hours of continuous work per day.

5. Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this agreement upon acceptance will be performable in Travis County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by Raba-Kistner Consultants, Inc.

6. A ten (10) percent project management, administration, and report distribution cost will be added to all invoices.

7. Raba-Kistner will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.
REPORT DISTRIBUTION LIST

Please provide RKCI with project distribution for our submittal of reports on this project. Unless otherwise indicated, testing and observation reports will be distributed via email.

Client:

__________________________________________________________

__________________________________________________________

Attention:______________________________________________

Phone No.:______________________ Email:____________________

Architect:

__________________________________________________________

__________________________________________________________

Attention:______________________________________________

Phone No.:______________________ Email:____________________

Engineer:

__________________________________________________________

__________________________________________________________

Attention:______________________________________________

Phone No.:______________________ Email:____________________

Contractor:

__________________________________________________________

__________________________________________________________

Attention:______________________________________________

Phone No.:______________________ Email:____________________

Other:

__________________________________________________________

__________________________________________________________

Attention:______________________________________________

Phone No.:______________________ Email:____________________

Please return this Attachment via fax or mail with signed Authorization
1. **SERVICES.** Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK’s advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK’s instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK’s services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK’s report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK’s evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT’s project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK’s services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. CLIENT shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT’S contractors, subcontractors, or other parties present at the site.

4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK’s layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce—not eliminate—project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor’s work or their adherence to the project documents, and RK’s performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. CLIENT acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK’s proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK’s proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes unforeseen circumstances along with changes in scope and project/contractor’s schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK’s service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor’s failed areas.

8. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT’s sole risk and without liability to RK.

9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT’S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous
materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK’s services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

10. NO THIRD-PARTY BENEFICIARIES. The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

11. LEED PROJECTS. Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner’s agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.

12. STANDARD OF CARE. RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.

13. RISK ALLOCATION. RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.

14. LIMITATION OF LIABILITY. CLIENT and RK have evaluated the risks and rewards associated with this project, including RK’s fee relative to the risks assumed, and agree to allocate certain of the risks so, to the fullest extent permitted by law, the total aggregate liability of RK (and its related entities, employees, owners, agents, and representatives) to CLIENT (and third parties) granted reliance on RK’s work product, or otherwise seeking recovery under this agreement) is limited to the greater of $100,000 or the fee RK has earned under this Agreement, for any and all injuries, damages, claims, losses, or expenses (including attorneys’ and expert fees) arising out of RK’s services or this agreement regardless of cause(s) or the theory of liability,

15. CONSEQUENTIAL DAMAGES. Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities or goods, or services; cost of capital, or claims of any other party and/or its customers.

16. SUSPENSION OF SERVICES. If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days’ notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

17. WAIVER OF SUBROGATION. To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder’s risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT’s or CLIENT’s Contractor’s builder’s risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

18. OWNERSHIP OF DOCUMENTS. RK’s reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service (“Instruments of Service”) developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. The INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT’S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS A RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY RK OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH THE CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others’ use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In
addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in R-K’s professional judgment, such a contingency is necessary.

19. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between R-K and CLIENT arising out of or in any way related to the services provided by R-K shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT asserts to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where R-K’s principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys’ fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that R-K has violated the standard of care applicable to R-K’s performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.

20. **TERMINATION OF CONTRACT.** CLIENT and R-K may terminate services at any time upon ten (10) calendar days’ written notice. In the event of termination, CLIENT agrees to fully compensate R-K for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. R-K will terminate services without waiving any claims or incurring any liability.

21. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by R-K giving rise to the cause of action; (2) the date on which R-K issues its last report under this Agreement; or (3) if R-K is retained to perform construction observation, the date of substantial completion of the project.

22. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control (“Force Majeure”) including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

23. **NO ASSIGNMENT.** Neither R-K nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.

24. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.

25. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.
Consideration and possible action on a resolution recognizing Archer Western Construction as the low bidder and authorizing the Mayor to execute a contract for construction of the Hutto South Wastewater Treatment Plant.

STRATEGIC GUIDE POLICY: Infrastructure

ITEM BACKGROUND:
This project will construct a new 2.0 million gallon per day capacity wastewater treatment plant on the Saul property.

Five sealed bid packages were received for the project and are shown in the attached tabulation. Archer Western construction is the apparent low bidder with a bid of $15,392,672. The City’s design consultant, K. Friese and Associates, reviewed the contractor’s qualifications and verified project references and recommend the bid be awarded to Archer Western Construction.

BUDGETARY AND FINANCIAL SUMMARY:
The cost of the contract is $15,392,672, which is $506,320 below the engineer’s estimate. The project is being funded through the Texas Water Development Board. The City applied for $15,899,000 for construction.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
The contract has been approved by the City Attorney.

STAFF RECOMMENDATION:
Staff recommends approval.

SUPPORTING MATERIAL:
1. Resolution - Archer Western
2. Bid Award Recommendation Letter and Bid Tabulation
RESOLUTION NO.

A RESOLUTION RECOGNIZING ARCHER WESTERN CONSTRUCTION AS THE LOW BIDDER AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR CONSTRUCTION OF THE HUTTO SOUTH WASTEWATER TREATMENT PLANT PROJECT AND GRANTING GENERAL AUTHORITY TO THE CITY MANAGER TO APPROVE CHANGE ORDERS ON THE CONTRACT INVOLVING A DECREASE OR AN INCREASE OF $50,000 OR LESS.

WHEREAS, the City of Hutto City Council approved the 2013-2017 Capital Improvements Plan, with one of the projects being the Hutto South Wastewater Treatment Plant, and;

WHEREAS, on February 7, 2013 the City of Hutto City Council approved a resolution directing staff to proceed with the design and construction of a 2.0 million gallons per day expansion of the City’s wastewater treatment capacity by constructing a wastewater treatment facility on City property obtained for that purpose (Saul Property), and;

WHEREAS, the City of Hutto City Council appropriated $15,899,000 to complete the project in the Fiscal Year 2015 budget, and;

WHEREAS, the project was advertised for bid and bids were opened and read aloud at 2:00pm in City Hall on March 18, 2015; and

WHEREAS, Archer Western Construction provided the lowest bid of $15,392,672; and

WHEREAS, the City Council of the City of Hutto wishes to grant general authority to approve change orders on the contract involving a decrease or an increase of $50,000 or less to the City Manager in accordance with the Texas Local Government Code Section 252.048, and;

WHEREAS, all said change orders will be retained and made available by the City Secretary pursuant to the Texas Open Records Act.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, THAT, the Hutto City Council hereby approves the resolution recognizing Archer Western Construction as the low bidder and authorizing the Mayor to execute the attached contract for construction of the Hutto South Wastewater Treatment Plant and granting general authority to the City Manager to approve change orders on the contract involving a decrease or increase of $50,000 or less.

CONSIDERED and RESOLVED on this the 16th day of the month of April, 2015.

THE CITY OF HUTTO, TEXAS

Debbie Holland, Mayor

ATTEST:

Seth Gipson, City Secretary
March 23, 2015

Ms. Karen Daly  
City Manager  
City of Hutto  
401 W. Front St.  
Hutto, Texas 78634

RE: Hutto South Wastewater Treatment Plant

Dear Ms. Daly,

On March 18, 2015 at 2:00 PM bids were received and opened at 401 W. Front Street, Hutto, Texas for the Hutto South Wastewater Treatment Plant. Five bids were received as shown in the summary tabulation below. A detailed tabulation is attached to this letter.

1. Archer Western Construction LLC - $15,392,672.00  
2. Matous Construction, Ltd. - $15,438,472.00  
3. Pepper Lawson Waterworks - $15,643,000.00  
4. PCL Construction, Inc. - $16,492,194.00  
5. MWH Construction, Inc. - $16,625,000.00

The low bidder is Archer Western and the second low bidder is Matous Construction. We have reviewed the qualifications submitted by the low bidder and second low bidder and verified project references. Archer Western demonstrated adequate project experience for projects of comparable size, scope and complexity. We therefore recommend that the contract be awarded to Archer Western in the amount of $15,392,672.00.

Should you have any questions, please feel free to contact me.

Sincerely,

Thomas M. Owens, PE  
Project Manager

Attachments: Bid Tabulation

cc: Mr. Jesse Milonovich, P.E. – TWDB
## Bid Opening Evaluation
### Hutto South WWTP

<table>
<thead>
<tr>
<th>Bidders Name</th>
<th>1 MWH Construction, Inc.</th>
<th>2 PCL Construction, Inc.</th>
<th>3 Pepper-Lawson Waterworks</th>
<th>4 Matous Construction, LTD.</th>
<th>5 Archer Western Construction, LLC</th>
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<td>Addendums 1, 2, and 3 acknowledgement</td>
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<td>yes</td>
<td>yes</td>
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<td>Base Bid Item No. 1 Lump Sum</td>
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<td>Base Bid Item No. 2 7,000 LF</td>
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<td>Base Bid Item No. 6 Landia AirJet Mixers Allowance</td>
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<td>Base Bid Total Base Bid Items 1 thru 6</td>
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<td>Non-Resident Bidder Requirements Form</td>
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</table>

1 of 1
ITEM: Consideration and possible action on a resolution regarding an interlocal agreement between the City of Hutto and the Hutto Independent School District for a booster pump system for Cottonwood Elementary and Hutto Middle School.

STRATEGIC GUIDE POLICY: Infrastructure

ITEM BACKGROUND:
In 2011, the City of Hutto and Jonah Special Utility District agreed to adjust CCN boundaries. The City of Hutto would serve water and wastewater to residents and businesses south of Limmer Loop and Jonah SUD would serve residents north of Limmer Loop. Cottonwood Elementary and Hutto Middle School's fire protection systems were designed to run off of Jonah SUD's water pressure which was dramatically higher than Hutto's water pressure. Since then, neither school has been meeting fire flow regulations. After looking at options to resolve the issue, it was agreed upon by City of Hutto staff and school district staff that the best and most cost effective way to resolve the issue was to install two booster pump systems (one at each school). Hutto Independent School District shall construct and install two booster pumps pursuant to specifications approved by the City, one booster pump at Cottonwood Creek Elementary and the other at Hutto Middle School. The booster pumps will allow both schools' fire protection systems to function properly and will allow the schools to resume normal operations without the need of a fire watch. The City of Hutto has agreed to pay $50,000 of the costs.

BUDGETARY AND FINANCIAL SUMMARY:
The City shall remit to Hutto Independent School District a one-time payment of $50,000 as the City's share of the costs related to the installation of two booster pumps, due and payable within thirty (30) days receipt of an invoice.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
The agreement was drafted and reviewed by the City Attorney.

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

**SUPPORTING MATERIAL:**
1. Resolution - Interlocal Agreement with HISD
2. Interlocal Agreement Between the City of Hutto and Hutto Independent School District
RESOLUTION NO. ____________

A RESOLUTION OF THE CITY OF HUTTO, TEXAS REGARDING AN INTERLOCAL AGREEMENT WITH THE HUTTO INDEPENDENT SCHOOL DISTRICT CONCERNING A BOOSTER PUMP SYSTEM FOR COTTONWOOD ELEMENTARY AND HUTTO MIDDLE SCHOOL

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, Texas Government Code, as amended, provides that any one or more public agencies may contract with each other for the performance of governmental functions 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, the City recognizes the need of functioning fire protection systems in all school facilities for the protection of individuals who utilize those schools; and

WHEREAS, the City and School District staff agree that the best and most cost effective way to resolve the issue of meeting the fire flow regulations at Cottonwood Elementary and Hutto Middle School was the installation of a booster pump system at each of these schools,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS: That the Mayor is hereby authorized and directed to execute an Interlocal Agreement with the Hutto Independent School District on behalf of the City of Hutto for the sharing of costs related to the installation of a booster pump at Cottonwood Elementary and Hutto Middle School.

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 16th day of April, 2015.

CITY OF HUTTO, TEXAS

______________________________
Debbie Holland, Mayor

ATTEST:

______________________________
Seth Gipson, City Secretary
INTERLOCAL AGREEMENT
BETWEEN THE CITY OF HUTTO, TEXAS AND
THE HUTTO INDEPENDENT SCHOOL DISTRICT

This Agreement is made between the City of Hutto, Texas (“Hutto”) and the Hutto Independent School District (“HISD”). Pursuant to the authority granted by the “Texas Interlocal Cooperation Act”, Chapter 791, Texas Government Code, as amended, providing for the cooperation between local governmental bodies, the Parties, in consideration of the premises and mutual promises contained herein, agree as follows:

1. **Entity.** Each Party is a local government within the State of Texas.

2. **Public Benefit and Purpose.** The respective governing body of each Party finds that: the subject of this Agreement is necessary for the benefit of the public; and, that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and, that the division of cost, if any or greater than nominal amount, fairly compensates the performing Party for the services performed under this Agreement; and, the performance of this Agreement is in the common interest of both Parties.

3. **Current Revenues.** Both Parties, in the performance of governmental functions or services shall, respectively, render performance and make payments from current revenues legally available to the Party.

4. **City Obligation.** Hutto shall perform its obligations in accordance with Exhibit “A”.

5. **District Obligations.** Hutto ISD shall perform its obligations in accordance with Exhibit “A”, attached hereto.

6. **Exhibit Incorporation.** The provisions of Exhibit “A” are incorporated herein by this reference as though stated verbatim.

7. **Liability.** The purpose of this Agreement is only to set forth the rights and duties of the Parties with regard to the governmental function or services described. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, neither Party waives, nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each Party shall be solely responsible for any loss, damage, injury, or death to any third party arising out of or related to the acts or omissions of its employees or agents and not those of any other Party.

8. **Venue.** If a legal action is brought under this Agreement, then exclusive venue shall lie in Williamson County.

9. **Effective Date and Term.** This Agreement shall become effective on the first day after it has received approval of both governing bodies. This Agreement shall remain in full force and effect for a term of three (3) years from the effective date hereof. This Agreement shall automatically be renewed for
additional three-year terms unless and until a Party cancels it by giving six (6) months written notice to the other Party.

10. **Contacts.** The point of contact for each Party shall be as specified in Exhibit “A”.

11. **Severance & Survival.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The provisions of paragraph 7 shall survive termination, cancellation, expiration, or non-renewal of this Agreement.

12. **Amendments.** This Agreement contains all the commitments and the agreements of the Parties and any oral or written commitments not contained herein shall have no force or affect to alter any term or condition of this Agreement. This Agreement may be amended or modified in writing by the mutual agreement of the Parties. In the event of a conflict between the terms of this Agreement and Exhibit “A”, then the terms of Exhibit “A” shall control.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized officers the day and year written below.

CITY OF HUTTO, TEXAS

By: ______________________________
    Debbie Holland, Mayor

Date: ____________________________

HUTTO INDEPENDENT SCHOOL DISTRICT

By: ______________________________

Date: ______________________________

ATTEST:

_______________________________
Christine Martinez, City Secretary

APPROVED AS TO FORM:

_______________________________
Charles Crossfield, City Attorney
EXHIBIT A

(to the Interlocal Agreement between the City of Hutto and Hutto Independent School District)

A. Contact Information:

City’s Contact:

Melanie Hudson
Director of Finance
City of Hutto
401 West Front Street
Hutto, Texas 78634
(512) 759-4030
Melanie.hudson@huttotx.gov

HISD’s Contact:

Ed Ramos
Asst. Superintendent
Hutto Independent School District
200 College Street
Hutto, Texas 78634
(512) 759-3771
Ed.Ramos@hutto.txed.net

B. City shall fulfill the following obligations:

1. The City shall remit to HISD a one-time payment of $50,000 as the City’s share of the costs related to the installation of two booster pumps, due and payable within thirty (30) days receipt of an invoice.

C. HISD shall fulfill the following obligations:

1. Construct and install two booster pumps pursuant to specifications approved by the City, one booster pump at Cottonwood Creek elementary, and the other at Hutto Middle School.