CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
THURSDAY, AUGUST 17, 2017 AT 7:00 PM
CITY HALL - CITY COUNCIL CHAMBERS
401 WEST FRONT STREET

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

AGENDA

1. CALL SESSION TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PUBLIC COMMENT
   Any citizen wishing to speak during public comment regarding an item on or off the agenda may do so after completing the required registration card. In accordance with the Texas Attorney General’s Opinion, any public comment that is made on an item that is not on the published final agenda will only be heard by the City Council. No formal action, discussion, deliberation, or comment will be made by the City Council. Each person providing public comment will be limited to 3 minutes.
   5A. Remarks from visitors. (Three-minute time limit)

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

   6A. Consideration and possible action on a resolution accepting the street, drainage, water, and waste water improvements included in the Riverwalk 3-4 Subdivision.
6B. Consideration and possible action on a resolution accepting the street, drainage, water, and wastewater improvements included in the Riverwalk 3-5 Subdivision.

6C. Consideration and possible action on the meeting minutes for the July 20, 2017 Regular City Council Meeting.

REGULAR AGENDA ITEMS

7. ECONOMIC DEVELOPMENT:

7A. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Patsy Louise Overton and Frances Overton Wolter, for 181.360 acres, more or less, of land, located on the east side of CR 119 and south of CR 100.

7B. Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and the Wallin Family Hutto Investments L.P. and Wallin Management Company L.L.P., for 136.0 acres, more or less, of land, located on the west side of FM 1660 North adjacent to the northern border of the Hutto parke Subdivision.

7C. Consideration and possible action on a resolution authorizing the City Manager to execute a Development Agreement by and between the City of Hutto and RSI Communities - Texas, LLC.

7D. Consideration and possible action on a resolution authorizing the City Manager to execute a Development Agreement and Economic Development Performance Agreement by and between the City of Hutto and JRS Company, Inc.

7E. Consideration and possible action on a resolution authorizing the City Manager to negotiate and execute a Development Agreement by and between the City of Hutto and Roberto and Maryann Maldonado to advance Phase 2 of the Innovation Business Park.

8. CITY MANAGER COMMENTS:

8A. Presentation and discussion with MA Partners and the Butler Family Trust concerning the development of the Co-op Property.

8B. Discussion concerning the Foster Construction Project.

8C. Presentation and discussion concerning the City's financial statements and investments as of July 31, 2017.

9. ORDINANCES:
9A. Consideration and possible action on the second and final reading of an ordinance regarding the proposed annexation of the Titan Innovation Business Park, 69.829 acres, more or less, of land out of the Martin Strouse Survey, Abstract No. 587, located at 550 Alliance Boulevard.

9B. Consideration of a public hearing and possible action on the first reading of an ordinance approving the zoning change for the property known as 600 Alliance Boulevard, 1.0 acre, more or less, of land out of the Martin Strouse Survey, Abstract No. 587, from (Interim) SF-1 (single family residential) to LI (light industrial) zoning district.


9D. Consideration and possible action on the first reading of an ordinance concerning the first amendment to the Fiscal Year 2017 Budget of the Hutto Economic Development Corporation - Type A.

9E. Consideration and possible action on the first reading of an ordinance concerning the adoption of the Hutto Economic Development Corporation - Type A Fiscal Year 2017-18 Budget.

9F. Consideration and possible action on the first reading of an ordinance concerning the adoption of the Hutto Economic Development Corporation - Type B Fiscal Year 2016-17 Budget.

9G. Consideration and possible action on the first reading of an ordinance concerning the adoption of the Hutto Economic Development Corporation - Type B Fiscal Year 2017-18 Budget.

10. **RESOLUTIONS:**

10A. Consideration and possible action concerning a resolution changing the name of the Old Hutto Football Stadium to Tevan Lee Nguyen Sr. Stadium

10B. Consideration and possible action on a resolution directing the Development Services Department to prepare a Municipal Service Plan for the proposed annexation of the property known as 2059 Limmer Loop, 4.97 acres, more or less, of land.

10C. Consideration and possible action on a resolution requesting funding from the Texas Water Development Board for the Avery Lake Waste Water Interceptor.

10D. Consideration and possible action on a resolution seeking designation as a management agency for wastewater collection and treatment as required for loan application through the Texas Water Development Board (TWDB).
10E. Consideration and possible action on a Joint Resolution between Williamson County, City of Hutto, and Hutto Independent School District opposing the proposed Valero Distribution and Storage Facility and Pipeline Project.

10P. Consideration and possible action concerning a resolution authorizing the City Manager to convey financial control and fiduciary responsibility back to the Type A Economic Development Corporation Board of Directors.

10G. Consideration and possible action on a resolution ordering a Special Election for November 7, 2017, for the purpose of submitting to voters a proposition regarding redirecting the “4A” Local Sales and Use Tax imposed by the City for the benefit of Hutto Economic Development Corporation Type A.

11. EXECUTIVE SESSION:

11A. Executive Session, as authorized by Section 551.071, Texas Government Code, Consultation with Attorney, concerning the threat of pending litigation regarding Valero.

12. ADJOURNMENT

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

CERTIFICATION

I certify that this notice of the August 17, 2017 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on Friday, August 11, 2017, at 4:50 p.m.

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@huttotx.gov for assistance.
AGENDA ITEM NO.: 6A.  AGENDA DATE: August 17, 2017

PRESENTED BY: Matt Rector, PE

ITEM: Consideration and possible action on a resolution accepting the street, drainage, water, and waste water improvements included in the Riverwalk 3-4 Subdivision.

STRATEGIC GUIDE POLICY: Infrastructure & Growth

ITEM BACKGROUND:
The infrastructure improvements for the residential subdivision Riverwalk Section 3-4 have been constructed and are ready to be accepted by the City Council. A final inspection was conducted by the City's Construction Inspector of all streets, drainage, sidewalks, sidewalk ramps and waste water improvements. All items have been constructed according to engineering plans and City codes and standards. The contractor has submitted a warranty bond to cover the materials and workmanship for two years.

BUDGETARY AND FINANCIAL SUMMARY:
The developer’s total cost of construction of the improvements was $949,768.69.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
Not applicable.

STAFF RECOMMENDATION:
Staff recommends approval of the resolution for the acceptance of infrastructure.
SUPPORTING MATERIAL:
1. Resolution
2. Engineer’s Concurrence
3. Maintenance Bond
4. Project Construction Summary
5. Location Map
RESOLUTION NO.  ________________

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE INFRASTRUCTURE IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS “RIVERWALK SECTION 3-4”; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the infrastructure improvements for the Riverwalk, Section 3-4 residential subdivision have been constructed and are ready for acceptance; and

WHEREAS, a final inspection was conducted by the City’s Construction Inspector of all wastewater, streets, sidewalk, sidewalk ramps and drainage improvements; and

WHEREAS, all items have been constructed according to engineering plans and City codes and standards; and

WHEREAS, Liberty Civil submitted a warranty bond to cover the materials and workmanship for two years,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby accepts the infrastructure improvements for the Riverwalk, Section 3-4 residential subdivision.

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 day of August 17, 2017.

CITY OF HUTTO, TEXAS

_______________________________
Doug Gaul, Mayor

ATTEST:

_______________________________
Seth Gipson, City Secretary
ENGINEER’S CONCURRENCE
FOR
PROJECT ACCEPTANCE

PROJECT: Riverwalk Phase 3 Section 4 Street, Drainage, Water & Wastewater Improvements

Date: July 14, 2017

Owner’s Name and Address

Continental Homes of Texas, L.P.
(a Texas Limited Partnership)
By: CHTEX of Texas, Inc.
(a Delaware Corporation)
Its General Partner
10700 Pecan Park Blvd., Suite 400
Austin, Texas 78750

Consultant Engineer’s Name and Address

Pape-Dawson Engineers, Inc.
7800 Shoal Creek Blvd., Suite 220 West
Austin, Texas 78757

On June 27, 2017, I, the undersigned Professional Engineer in the State of Texas, or my representative, met with representatives of the City of Hutto and the Project Contractor and made a visual inspection of the above referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except minor items which were subsequently rectified. I, therefore, recommend acceptance of this project by the City of Hutto once the following listed items are corrected to the satisfaction of the City of Hutto.

None

Signature

Dustin Goss, P.E.
Typed Name

91805
Texas Registration No.
MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Liberty Civil Construction, LLC, as Principal, and THE HANOVER INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in Worcester, Massachusetts as Surety, are held and firmly bound unto City of Hutto, Texas as Obligee, in the sum of Ninety-four Thousand Nine Hundred Seventy-six And 87/100THS Dollars ($94,976.87) lawful money of the United States of America, to be paid to said Obligee, its successors or assigns, for which payment well and truly to be made, we, and each of us do hereby bind ourselves, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal entered into a contract with the City of Hutto, Texas dated to Riverwalk Phase 3 Section 4 - Street, Drainage & Utility Improvements.

WHEREAS, the Obligee has requested the Principal to furnish a surety maintenance bond in the above mentioned penalty for the maintenance of Riverwalk Phase 3 Section 4 - Street, Drainage & Utility Improvements for the period of 2 [two] years from substantial completion.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of 2 [two] years from substantial completion.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said principal shall well and truly maintain the said Riverwalk Phase 3 Section 4 - Street, Drainage & Utility Improvements shall make good all defects appearing during the said period due to use of defective materials by the Principal, then this obligation shall be void, otherwise to remain in full force and effect.

Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond.

The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.

SIGNED, sealed and dated this 11th day of July 2017

Liberty Civil Construction, LLC
By: ____________________________ (Seal)
(Principal)

THE HANOVER INSURANCE COMPANY
By: ____________________________ (Seal)
Betty J. Roof, Attorney-in-Fact
THE HANOVER INSURANCE COMPANY
 MASSACHUSETTS BAY INSURANCE COMPANY
 CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:
That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the “Company”) does hereby constitute and appoint,

Bryan K. Moore, Gary W. Wheatley, Betty J Reeh, Clark D. Fresher,
Michael D. Hendrickson and/or Patricia A. Lyttle

Of Insurance & Bonds Agency of TX PLLC, San Antonio, TX and Irving, TX, each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any surety bond, recognition or obligation in the United States, not to exceed $Thirty-five Million Dollars ($35,000,000.00) in any single instance.

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waives of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 11th day of January, 2016.

THE COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER

On this 11th day of January 2016 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 11th day of July, 2017.

CERTIFIED COPY
Texas Complaint Notice
Commercial Lines

IMPORTANT NOTICE
To obtain information or make a complaint:
You may call The Hanover Insurance Company/Citizens Insurance Company of America’s toll-free telephone number for information or to make a complaint at:

1-800-343-6044

You may also write to The Hanover Insurance Company/Citizens Insurance Company of America at:
440 Lincoln Street
Worcester, MA 01653

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:
P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.
# PROJECT CONSTRUCTION SUMMARY

**PROJECT NAME:** Riverwalk Phase 3 Section 4

**FINAL ACCEPTANCE DATE:**

**INSPECTOR:** Anthony Host

**CONTRACTOR:** Liberty Civil

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<thead>
<tr>
<th>Maintained By:</th>
<th>COH</th>
<th>Other</th>
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## CONSTRUCTION COSTS

- **STREET IMPROVEMENT COST:** $404,602.49
- **SIDEWALK IMPROVEMENT COST:** $7,140.00
- **SIDEWALK RAMP IMPROVEMENT COST:** $19,229.92
- **BRIDGE IMPROVEMENT COST:**
- **POND(S) COST**
- **DRAINAGE IMPROVEMENT COST:** $179,341.54
- **WATER IMPROVEMENT COST:** N/A (Manville)
- **WASTEWATER IMPROVEMENT COST:** $339,121.09
- **EROSION CONTROLS / RESTORATION COST:** $9,083.65

**TOTAL IMPROVEMENT COST:** $958,518.69

**PREPARED BY (DESIGN ENGINEER):** Dustin Goss, P.E. Pape-Dawson Engineers

**CHECKED BY (CID SUPERVISOR):**

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## CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

### STREET PAVING

<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>Address from</th>
<th>Address to</th>
<th>Pavement Design (Thickness)</th>
<th>Pavement Width (FT) (foc-foc)</th>
<th>L (FT)</th>
<th>PRIVETE</th>
<th>ETJ</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comal Run</td>
<td>806</td>
<td>1008</td>
<td>2&quot; / 14&quot;</td>
<td>30</td>
<td>782.42</td>
<td></td>
<td></td>
</tr>
<tr>
<td>San Bernard Trail</td>
<td>100</td>
<td>121</td>
<td>2&quot; / 14&quot;</td>
<td>30</td>
<td>694.28</td>
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<tr>
<td>Cassandra Drive</td>
<td>218</td>
<td>321</td>
<td>2&quot; / 14&quot;</td>
<td>30</td>
<td>916.71</td>
<td></td>
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<tr>
<td>Garcitas Creek Lane</td>
<td>100</td>
<td>121</td>
<td>2&quot; / 14&quot;</td>
<td>30</td>
<td>648.93</td>
<td></td>
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<tr>
<td>Pease River Way</td>
<td>-</td>
<td>-</td>
<td>2&quot; / 14&quot;</td>
<td>30</td>
<td>155</td>
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### SIDEWALKS / SIDEWALK RAMPs

<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>Address from</th>
<th>Address to</th>
<th>W (FT)</th>
<th>L (FT)</th>
<th>SIDES</th>
<th>CURB RAMP</th>
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<tbody>
<tr>
<td>Comal Run</td>
<td>900</td>
<td>902</td>
<td>5</td>
<td>38</td>
<td>W / E</td>
<td>2</td>
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<tr>
<td>Comal Run</td>
<td>1000</td>
<td>1002</td>
<td>5</td>
<td>46</td>
<td>W / E</td>
<td>2</td>
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<tr>
<td>Comal Run</td>
<td>1008</td>
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<td>San Bernard Trail</td>
<td>100</td>
<td>101</td>
<td>5</td>
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<td>2</td>
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<tr>
<td>San Bernard Trail</td>
<td>120</td>
<td>121</td>
<td>5</td>
<td>100</td>
<td>N / S</td>
<td>0</td>
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<td>Cassandra Drive</td>
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<td>301</td>
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<td>18</td>
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<tr>
<td>Cassandra Drive</td>
<td>320</td>
<td>321</td>
<td>5</td>
<td>77</td>
<td>N / S</td>
<td>2</td>
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<td>Garcitas Creek Lane</td>
<td>100</td>
<td>101</td>
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<td>Pease River Way</td>
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<td>-</td>
<td>W / E</td>
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1 – Designates location of existing sidewalk (E, W, S, N, SE, SW, NE, NW of designated street)
2 – Number of Ramps
### CONSTRUCTION SUMMARY FOR BRIDGES

<table>
<thead>
<tr>
<th>STREET NAME AND ADDRESS OR LOCATION</th>
<th>FEATURE CROSSED</th>
<th>TYPE 2</th>
<th>DESCRIPTION 3</th>
<th>DECK W (FT)</th>
<th>DECK L (FT)</th>
<th>COST</th>
<th>PRIVATE</th>
<th>ETJ</th>
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1 – Feature Crossed: Creek name if major creek or branch, or roadway name if overpass.

2 – Type: B – Bridge, C - Culvert, P – Pipe. All crossings 20’ and wider including multiple box culverts totaling 20’ or wider shall be classified as a B – Bridge. Culverts are precast of cast-in-place box culverts. Pipes are smaller drainage pipe crossings with or without headwalls.

3 – Description: i.e. 2 spans (Bridge), 2 – 5 X 7’ (Culverts), 2 – 24” RCP (Pipes).

4 – Deck Width: Use “footprint” of culvert/pipes for width on buried culvert/pipes; include full “out to out” dimension including sidewalks/railings for width of standard bridges.

5 – Deck Length: Measured along the centerline of the roadway
<table>
<thead>
<tr>
<th>POND TYPE 1</th>
<th>LOCATION (ADDRESS OR LOT / BLOCK #)</th>
<th>SIZE (SY) 2</th>
<th>DRAINAGE AREA (ACRES)</th>
<th>PRIVATE 3</th>
<th>ETJ</th>
<th>COST</th>
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1 – BD = Bio–Detention  
D = Detention Only  
DSF = Detention / Sedimentation / Filtration  
F = Filtration Only  
S = Sedimentation Only  
SF = Sedimentation / Filtration  
SFI = Sedimentation / Filtration / Infiltration  
SI = Sedimentation / Irrigation  
WP = Wet Pond

2 – Approximate boundary area

3 – Provide copy of recorded agreement for privately maintained ponds
## CONSTRUCTION SUMMARY FOR DRAINAGE

<table>
<thead>
<tr>
<th>STORM DRAIN</th>
<th>MANHOLES</th>
<th>INLETS</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIZE (IN)</td>
<td>MATERIAL TYPE</td>
<td>L (FT)</td>
</tr>
<tr>
<td>18</td>
<td>RCP</td>
<td>997</td>
</tr>
<tr>
<td>24</td>
<td>RCP</td>
<td>445</td>
</tr>
<tr>
<td>30</td>
<td>RCP</td>
<td>242</td>
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<table>
<thead>
<tr>
<th>JUNCTION BOXES</th>
<th>OUTFALL STRUCTURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>QTY</td>
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<tr>
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<table>
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<th>CHANNEL</th>
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<tr>
<td>LENGTH (FT)</td>
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<tr>
<td>----------</td>
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<tr>
<td>1918</td>
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</tbody>
</table>

1) Grate, Area, Curb, Recessed Curb, Combination, Slotted Drain
2) Cast-in-Place, Precast
3) Pipe size / Culvert Size
4) Headwall, Wing Walls, Gabions
## Construction Summary for Water

### Valves Installed

<table>
<thead>
<tr>
<th>Size</th>
<th>Description</th>
<th>No.</th>
<th>Size</th>
<th>Type</th>
<th>Length</th>
<th>Size</th>
<th>Type</th>
<th>No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>6&quot;</td>
<td>Gate Valve</td>
<td>6</td>
<td>8&quot;</td>
<td>PVC</td>
<td>1761</td>
<td>5-1/4&quot;</td>
<td>Clow Medallion</td>
<td>6</td>
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<td>8&quot;</td>
<td>Gate Valve</td>
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### Pipe

<table>
<thead>
<tr>
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<tr>
<td>8&quot;</td>
<td>PVC</td>
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### Fire Hydrants

<table>
<thead>
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<td>Clow Medallion</td>
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### Air Release

<table>
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<th>Size</th>
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### Services Installed

<table>
<thead>
<tr>
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### Remarks

Wet Connection (2)
# CONSTRUCTION SUMMARY FOR WASTEWATER

<table>
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<tr>
<th>PIPE</th>
<th>MANHOLES</th>
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<tbody>
<tr>
<td>SIZE</td>
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</table>

## SERVICES INSTALLED

<table>
<thead>
<tr>
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<th>TYPE – S / D</th>
<th>TYPE OF MANHOLE COATING:</th>
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</thead>
<tbody>
<tr>
<td>7</td>
<td>SINGLE</td>
<td>Spray Wall</td>
</tr>
<tr>
<td>29</td>
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</tr>
</tbody>
</table>
Consideration and possible action on a resolution accepting the street, drainage, water, and wastewater improvements included in the Riverwalk 3-5 Subdivision.

STRATEGIC GUIDE POLICY: Infrastructure & Growth

ITEM BACKGROUND:
The infrastructure improvements for the residential subdivision Riverwalk Section 3-5 have been constructed and are ready to be accepted by the City Council. A final inspection was conducted by the City’s Construction Inspector of all streets, drainage, sidewalk, sidewalk ramps, and wastewater improvements. All items have been constructed according to engineering plans and City codes and standards. The contractor has submitted a warranty bond to cover the materials and workmanship for two years.

BUDGETARY AND FINANCIAL SUMMARY:
The developer’s total cost of construction of the improvements was $1,082,719.93.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
Not applicable.

STAFF RECOMMENDATION:
Staff recommends approval of the resolution for the acceptance of infrastructure.
SUPPORTING MATERIAL:
1. Resolution
2. Engineer’s Concurrence
3. Project Construction Summary
4. Maintenance Bond
5. Location Map
RESOLUTION NO. ______________

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE INFRASTRUCTURE IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS “RIVERWALK SECTION 3-5”; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the infrastructure improvements for the Riverwalk, Section 3-5 residential subdivision have been constructed and are ready for acceptance; and

WHEREAS, a final inspection was conducted by the City’s Construction Inspector of all wastewater, streets, sidewalk, sidewalk ramps and drainage improvements; and

WHEREAS, all items have been constructed according to engineering plans and City codes and standards; and

WHEREAS, Liberty Civil submitted a warranty bond to cover the materials and workmanship for two years,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, hereby accepts the infrastructure improvements for the Riverwalk, Section 3-5 residential subdivision.

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 17day of August, 2017.

CITY OF HUTTO, TEXAS

________________________
Doug Gaul, Mayor

ATTEST:

________________________
Seth Gipson, City Secretary
ENGINEER’S CONCURRENCE
FOR
PROJECT ACCEPTANCE

PROJECT: Riverwalk Phase 3 Section 5
Street, Drainage, Water & Wastewater Improvements

Date: July 14, 2017

Owner’s Name and Address

Continental Homes of Texas, L.P.
(a Texas Limited Partnership)
By: CHTEX of Texas, Inc.
(a Delaware Corporation)
Its General Partner
10700 Pecan Park Blvd., Suite 400
Austin, Texas 78750

Consultant Engineer’s Name and Address

Pape-Dawson Engineers, Inc.
7800 Shoal Creek Blvd., Suite 220 West
Austin, Texas 78757

On June 27, 2017, I, the undersigned Professional Engineer in the State of Texas, or my representative, met with representatives of the City of Hutto and the Project Contractor and made a visual inspection of the above referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except minor items which were subsequently rectified. I, therefore, recommend acceptance of this project by the City of Hutto once the following listed items are corrected to the satisfaction of the City of Hutto.

None

________________________________________
Signature

Dustin Goss, P.E.
Typed Name

91805
Texas Registration No.
PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: Riverwalk Phase 3 Section 5

FINAL ACCEPTANCE DATE: ____________________________

INSPECTOR: Anthony Host

CONTRACTOR: Liberty Civil

CONSTRUCTION COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>STREET IMPROVEMENT COST</td>
<td>$388,839.22</td>
</tr>
<tr>
<td>SIDEWALK IMPROVEMENT COST</td>
<td>$1,453.50</td>
</tr>
<tr>
<td>SIDEWALK RAMP IMPROVEMENT COST</td>
<td>$13,830.48</td>
</tr>
<tr>
<td>BRIDGE IMPROVEMENT COST</td>
<td></td>
</tr>
<tr>
<td>POND(S) COST</td>
<td></td>
</tr>
<tr>
<td>DRAINAGE IMPROVEMENT COST</td>
<td>$337,012.78</td>
</tr>
<tr>
<td>WATER IMPROVEMENT COST</td>
<td>N/A (Manville)</td>
</tr>
<tr>
<td>WASTEWATER IMPROVEMENT COST</td>
<td>$333,767.98</td>
</tr>
<tr>
<td>EROSION CONTROLS / RESTORATION COST</td>
<td>$7,815.97</td>
</tr>
</tbody>
</table>

TOTAL IMPROVEMENT COST: $1,082,719.93

PREPARED BY (DESIGN ENGINEER): Dustin Goss, P.E. Pape-Dawson Engineers

CHECKED BY (CID SUPERVISOR): ________________________________
## Construction Summary for Streets & Sidewalks

### Street Paving

<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>Address from</th>
<th>Address to</th>
<th>Pavement Design (Thickness)</th>
<th>Pavement Width (FT) (foc-foc)</th>
<th>L (FT)</th>
<th>PRIVATE</th>
<th>ETJ</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Bernard Trail</td>
<td>124</td>
<td>147</td>
<td>2&quot; / 14&quot;</td>
<td>30</td>
<td>755.86</td>
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<tr>
<td>Cassandra Drive</td>
<td>400</td>
<td>504</td>
<td>2&quot; / 14&quot;</td>
<td>30</td>
<td>838.71</td>
<td>_______</td>
<td></td>
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<tr>
<td>Garcitas Creek Lane</td>
<td>210</td>
<td>314</td>
<td>2&quot; / 14&quot;</td>
<td>30</td>
<td>713.27</td>
<td>_______</td>
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<tr>
<td>Armano Bayou Way</td>
<td>100</td>
<td>210</td>
<td>2&quot; / 14&quot;</td>
<td>30</td>
<td>645.87</td>
<td>_______</td>
<td></td>
</tr>
</tbody>
</table>

### Sidewalks / Sidewalk Ramps

<table>
<thead>
<tr>
<th>STREET NAME</th>
<th>Address from</th>
<th>Address to</th>
<th>W (FT)</th>
<th>L (FT)</th>
<th>SIDES</th>
<th>CURB RAMP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garcitas Creek Lane</td>
<td>216</td>
<td>217</td>
<td>5</td>
<td>19</td>
<td>S</td>
<td>2</td>
</tr>
<tr>
<td>San Bernard Trail</td>
<td>146</td>
<td>147</td>
<td>5</td>
<td>-</td>
<td>N / S</td>
<td>2</td>
</tr>
<tr>
<td>Cassandra Drive</td>
<td>500</td>
<td>502</td>
<td>5</td>
<td>19</td>
<td>N</td>
<td>2</td>
</tr>
<tr>
<td>Armano Bayou Way</td>
<td>100</td>
<td>-</td>
<td>5</td>
<td>-</td>
<td>E / W</td>
<td>2</td>
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<tr>
<td>Armano Bayou Way</td>
<td>108</td>
<td>200</td>
<td>5</td>
<td>19</td>
<td>W</td>
<td>2</td>
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<tr>
<td>Armano Bayou Way</td>
<td>210</td>
<td>-</td>
<td>5</td>
<td>-</td>
<td>E / W</td>
<td>2</td>
</tr>
</tbody>
</table>

1 – Designates location of existing sidewalk (E, W, S, N, SE, SW, NE, NW of designated street)
2 – Number of Ramps
### CONSTRUCTION SUMMARY FOR BRIDGES

<table>
<thead>
<tr>
<th>STREET NAME AND ADDRESS OR LOCATION</th>
<th>FEATURE/CROSSED</th>
<th>TYPE 2</th>
<th>DESCRIPTION 3</th>
<th>DECK W(FT)</th>
<th>DECK L(FT)</th>
<th>COST</th>
<th>PRIVATE</th>
<th>ETJ</th>
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<tbody>
<tr>
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</tbody>
</table>

1 – Feature Crossed: Creek name if major creek or branch, or roadway name if overpass.

2 – Type: B – Bridge, C - Culvert, P – Pipe. All crossings 20' and wider including multiple box culverts totaling 20’ or wider shall be classified as a B – Bridge. Culverts are precast of cast-in-place box culverts. Pipes are smaller drainage pipe crossings with or without headwalls.

3 – Description: i.e. 2 spans (Bridge), 2 – 5 X 7’ (Culverts), 2 – 24” RCP (Pipes).

4 – Deck Width: Use “footprint” of culvert/pipes for width on buried culvert/pipes; include full “out to out” dimension including sidewalks/railings for width of standard bridges.

5 – Deck Length: Measured along the centerline of the roadway
### CONSTRUCTION SUMMARY FOR PONDS

<table>
<thead>
<tr>
<th>POND TYPE</th>
<th>LOCATION (ADDRESS OR LOT / BLOCK #)</th>
<th>SIZE (SY)</th>
<th>DRAINAGE AREA (ACRES)</th>
<th>PRIVATE</th>
<th>ETJ</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

1 – BD = Bio–Detention  
D = Detention Only  
DSF = Detention / Sedimentation / Filtration  
F = Filtration Only  
S = Sedimentation Only  
SF = Sedimentation / Filtration  
SFI = Sedimentation / Filtration / Infiltration  
SI = Sedimentation / Irrigation  
WP = Wet Pond

2 – Approximate boundary area

3 – Provide copy of recorded agreement for privately maintained ponds
### CONSTRUCTION SUMMARY FOR DRAINAGE

#### STORM DRAIN

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<tr>
<th>SIZE (IN)</th>
<th>MATERIAL TYPE</th>
<th>L (FT)</th>
<th>QTY</th>
<th>SIZE (Dia – FT)</th>
<th>MATERIAL TYPE</th>
<th>QTY</th>
<th>SIZE (L – FT)</th>
<th>TYPE 1</th>
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<tr>
<td>18</td>
<td>RCP</td>
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<td>24</td>
<td>RCP</td>
<td>27</td>
<td>1</td>
<td>15</td>
<td>Curb</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>RCP</td>
<td>768</td>
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<tr>
<td>36</td>
<td>RCP</td>
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<tr>
<td>42</td>
<td>RCP</td>
<td>671</td>
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#### MANHOLES

#### INLETS

#### JUNCTION BOXES

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<tr>
<th>QTY</th>
<th>SIZE (FT x FT x FT)</th>
<th>MATERIAL TYPE</th>
<th>QTY</th>
<th>SIZE 3</th>
<th>DESCRIPTION 4</th>
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</thead>
<tbody>
<tr>
<td>2</td>
<td>4x4</td>
<td>Precast</td>
<td>1</td>
<td>42&quot;</td>
<td>Sloping Headwall</td>
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<tr>
<td>2</td>
<td>6x6</td>
<td>Precast</td>
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</tbody>
</table>

#### OUTFALL STRUCTURES

#### CHANNEL

- **LENGTH (FT)**
- **BOTTOM WIDTH (FT)**
- **SIDE SLOPE (FT/FT)**
- **LINING MATERIAL TYPE**

1) Grate, Area, Curb, Recessed Curb, Combination, Slotted Drain
2) Cast-in-Place, Precast
3) Pipe size / Culvert Size
4) Headwall, Wing Walls, Gabions
## Construction Summary for Water

<table>
<thead>
<tr>
<th>Valves Installed</th>
<th>Pipe</th>
<th>Fire Hydrants</th>
</tr>
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<tbody>
<tr>
<td><strong>Size</strong></td>
<td><strong>Description</strong></td>
<td><strong>No.</strong></td>
</tr>
<tr>
<td>6&quot;</td>
<td>Gate Valve</td>
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<tr>
<td>8&quot;</td>
<td>Gate Valve</td>
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### Air Release

<table>
<thead>
<tr>
<th><strong>Size</strong></th>
<th><strong>Type</strong></th>
<th><strong>No.</strong></th>
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### Services Installed

<table>
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<th><strong>Type</strong></th>
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</thead>
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<td>SINGLE</td>
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<tr>
<td>35</td>
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</table>

**Remarks:** Wet Connection (2), Automatic Flushing Valve (2)
## CONSTRUCTION SUMMARY FOR WASTEWATER

<table>
<thead>
<tr>
<th>PIPE</th>
<th>MANHOLES</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIZE</td>
<td>TYPE</td>
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<tr>
<td>8&quot;</td>
<td>PVC</td>
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</tr>
</tbody>
</table>

### SERVICES INSTALLED

<table>
<thead>
<tr>
<th>NO.</th>
<th>TYPE – S / D</th>
<th>TYPE OF MANHOLE COATING: Spray Wall</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>SINGLE</td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>DOUBLE</td>
<td></td>
</tr>
</tbody>
</table>
MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Liberty Civil Construction, LLC, as Principal, and THE HANOVER INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in Worcester, Massachusetts as Surety, are held and firmly bound unto_________________________________________ as Obligee, in the sum of _______________________________ Dollars ($108,271.99) lawful money of the United States of America, to be paid to said Obligee, its successors or assigns, for which payment well and truly to be made, we, and each of us do hereby bind ourselves, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal entered into a contract with the ____________________________ dated ____________________________ to ____________________________________________________________

WHEREAS, the Obligee has requested the Principal to furnish a surety maintenance bond in the above mentioned penalty for the maintenance of ____________________________________________________________ for the period of ____________________________________________________________

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of ____________________________________________________________

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said principal shall well and truly maintain the said ____________________________________________________________ shall make good all defects appearing during the said period due to use of defective materials by the Principal, then this obligation shall be void, otherwise to remain in full force and effect.

Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond.

The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.

SIGNED, sealed and dated this ___________ day of ________ 2017

Liberty Civil Construction, LLC

By: __________________________ (Seal)
(Principal)

THE HANOVER INSURANCE COMPANY

By: __________________________ (Seal)
Betty J. Rees, Attorney-in-Fact
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Bryan K. Moore, Gary W. Wheatley, Betty J Reeh, Clark D. Fresher,
Michael D. Hendrickson and/or Patricia A. Lyttle

Of Insurance & Bonds Agency of TX PLLC, San Antonio, TX and Irving, TX, each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any surety bond, recognizance or obligation in the United States, not to exceed $Thirty-five Million Dollars ($35,000,000.00) in any single instance.

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 11th day of January, 2016.

THE COMMONWEALTH OF MASSACHUSETTS          ) ss.
COUNTY OF WORCESTER                         

On this 11th day of January 2016 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 11th day of July 2017.

THEODORE G. MARTINEZ, Vice President

CERTIFIED COPY
IMPORTANT NOTICE

To obtain information or make a complaint:
You may call The Hanover Insurance Company/Citizens Insurance Company of America’s toll-free telephone number for information or to make a complaint at:

1-800-343-6044

You may also write to The Hanover Insurance Company/Citizens Insurance Company of America at:
440 Lincoln Street
Worcester, MA 01653

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:
P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:
Usted puede llamar al numero de teléfono gratis de The Hanover Insurance Company/Citizens Insurance Company of America’s para información o para someter una queja al:

1-800-343-6044

Usted también puede escribir a The Hanover Insurance Company/Citizens Insurance Company of America al:
440 Lincoln Street
Worcester, MA 01653

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:
P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compañía primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para propósito de información y no se convierte en parte o condicion del documento adjunto.
AGENDA ITEM NO.: 6C. AGENDA DATE: August 17, 2017

PRESENTED BY: Seth Gipson, City Secretary

ITEM: Consideration and possible action on the meeting minutes for the July 20, 2017 Regular City Council Meeting.

STRATEGIC GUIDE POLICY: Leadership

ITEM BACKGROUND:
The City Council meeting minutes for the July 20, 2017 Regular City Council Meeting 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.

SUPPORTING MATERIAL:
1. Draft July 20, 2017 City Council Meeting Minutes
The Hutto City Council met in a regular session on Thursday, July 20, 2017, in the Hutto City Council Chamber, 401 W. Front Street, Hutto, TX 78634.

CALL SESSION TO ORDER

Mayor Gaul called the session to order at 7:00 p.m.

ROLL CALL

Members of the City Council that were present were Mayor Doug Gaul, Mayor Pro-tem Tom Hines, Councilmember Scott Rose, Councilmember Nathan Killough, Councilmember Tim Jordan, Councilmember Lucio Valdez, and Councilmember Terri Grimm.

Members of staff that were present were Odis Jones, City Manager, Danielle Singh, Assistant City Manager, Mike Shaunessy, City Attorney, Helen Ramirez, Executive Director Business/Development Services, Byron Frankland, Chief of Police, Paul Hall, Assistant Chief of Police, Michel Sorrell, Chief Financial Officer, and Eliska Smith, Executive Director of Communications and Marketing,

INVOCATION

The invocation was given by Pastor Michael Roepke from New Hope Christian Church.

PLEDGE OF ALLEGIANCE

Mayor Gaul led the Pledge of Allegiance and the Texas Pledge.

PROCLAMATIONS

5A. Proclamation recognizing the month of August 2017, as 'Breast Feeding Awareness Month' in the City of Hutto.

Mayor Gaul read and presented the following proclamation to Mary Sol Miller with Williamson County and Cities Health District.

Official Proclamation

Whereas, the Williamson County and Cities Health District’s Women, Infants and Children (WIC) Program takes this occasion to educate, inform, and encourage breast-feeding mothers on the importance of health care for mothers and babies; and
Whereas, the mission of WIC is focused on improving the nutritional status of low and moderate income women, infants, and children by providing food, nutrition and breastfeeding education; and

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

Now Therefore, I, DOUG GAUL, MAYOR of the City of Hutto do hereby proclaim the month of August, 2017 as

“BREAST-FEEDING AWARENESS MONTH”

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

Proclaimed this the 20th day of July, 2017.

5B. Proclamation declaring August 1, 2017, as 'National Night Out' in the City of Hutto in recognition of the community activities that will be held in the City.

Mayor Gaul read and presented the following proclamation to Ofc. Suzanne Glass.

Official Proclamation

Whereas, the Hutto Police Department along with the National Association of Town Watch is participating in a unique, nationwide crime and drug prevention program on August 1st, 2017, called “National Night Out”; and

Whereas, the 34th Annual National Night Out provides a unique opportunity for Hutto to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention, and the enhancement of quality-of-life issues; and

Whereas, the citizens of Hutto play a vital role in assisting the Police Department through joint crime, drug and violence prevention efforts in Hutto and is supporting “National Night Out 2017” locally; and

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

Whereas, police-community partnerships, neighborhood safety, awareness, and cooperation are important themes of the National Night Out Program.
Now Therefore, I, DOUG GAUL, MAYOR of the City of Hutto do hereby proclaim Tuesday, August 1, 2017 as

“National Night Out”

in Hutto and urge all citizens of Hutto to join the National Association of Town Watch in supporting the “34th Annual National Night Out”.

Proclaimed this the 20th day of July, 2017.

PUBLIC COMMENT

6A. Remarks from visitors

Peter Gordan – 220 Hyltin St. - Spoke regarding item 10B to ensure that a buffer would be between the new development and the current residential area.
Anne Cano – 201 E. Pecan – spoke regarding the Hutto EDC.
Rudy Perez – 218 Cloud Road- spoke regarding the Hutto EDC.
Ed Pride – 101 Cottonwood Creek - spoke regarding the Hutto EDC.
Kay Johnson – 113 East St. - spoke regarding the Hutto EDC.

CITY MANAGER COMMENTS

7A. Discussion and review of Outside Agency Funding Applications.

Michel Sorrell, Chief Financial Officer, introduced each of the applicants and the City Council heard presentations from the following organizations:

- Hutto Education Foundation
- Keep Hutto Beautiful Foundation
- Feeding the 5000 Program
- Hutto Area Chamber of Commerce
- Hutto Family YMCA – Annual Campaign
- Hutto Family YMCA – Friday Night Live
- Hutto Family YMCA – MEND
- Hutto Has Heart
- Weekend LunchBox Program
- Round Rock Area Serving Center
- Hutto Community Food Pantry

7B. Presentation and discussion concerning the City’s financial statements and investments as of June 30, 2017.

Michel Sorrell, Chief Financial Officer, made the staff presentation and provided an overview of the revenues and expenditures for each of the following funds:

- General
- General Debt Service
- General Capital Replacement
- Court Technology
- Court Security
- Court Training
- Hotel Tax
- ATS Red Light Camera
- PEG Capital Fees
- Utility
- Utility Debt Service
- Impact Fees
- Utility Capital Replacement
- Capital Improvements Project
- Solid Waste

7C. Presentation and discussion concerning the structure of a Pay for Performance Employee Reward System.

Shawna Willis, Human Resources Director, made the staff presentation. Mrs. Willis outlined the benefits, basic aspects, and goals of a pay for performance model and emphasized that this plan drives accountability and invests in the employee.

CONSENT AGENDA ITEMS

8A. Consideration and possible action on a resolution approving the proposed Hutto Crossing Phase 4 Section 4 Final Plat, 3.219 acres, more or less, of land, roadway only, located at Chris Kelley Boulevard at Knowles Drive.

8B. Consideration and possible action on a resolution approving the proposed Limmer Loop Commercial Subdivision Final Plat, 2.47 acres, more or less, of land, one commercial lots, located on the southwest corner of Limmer Loop and Ed Schmidt Boulevard.

8C. Consideration and possible action on the second and final reading of an ordinance amending the composition and miscellaneous provisions of Chapter 2, Article 2.02 Boards, Commissions, and Authorities, Section 2.02.001 Qualifications of Members of the Code of Ordinances (2014 Edition).

8D. Consideration and possible action on a resolution expressing official intent to reimburse expenses related to utility, streets and drainage, and professional services in connection therewith including engineering, legal and other costs out of future bond proceeds.

8E. Consideration and possible action on a resolution authorizing the publication of notice of intention to issue City of Hutto, Texas Combination Tax and Revenue Certificates of Obligation for the purchase of Heart of Texas Suppliers, L.P. water utility system; authorizing the preparation of offering documents by Specialized Public Finance Inc. and other matters related thereto.
8F. Consideration and possible action on a resolution authorizing the publication of notice of intention to issue City of Hutto, Texas combination tax and revenue certificates of obligation for streets, drainage, bridges, public works and administrative facilities, park improvements and facilities, equipment and right of way acquisition, and related professional services; authorizing the preparation of offering documents by Specialized Public Finance Inc. and other matters hereto related.

8G. Consideration and possible action on the meeting minutes for the June 29, 2017 Special Called City Council Meeting.

MOTION: Councilmember Nathan Killough moved to approve items 8A-8G on the consent agenda. Mayor Pro-tem Tom Hines seconded the motion.

VOTE: Ayes: Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nathan Killough
Councilmember Tim Jordan
Councilmember Lucio Valdez
Councilmember Terri Grimm

Nays: None

Abstain: None

Absent: None

ACTION: The motion carried with 7 ayes and 0 nays.

ORDINANCES


Odis Jones, City Manager, asked that the City Council table Item 9A until a later time in order to gather additional input from the business community.

MOTION: Councilmember Nathan Killough moved to table Item 9A. Councilmember Lucio Valdez seconded the motion.

VOTE: Ayes: Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nathan Killough
Councilmember Tim Jordan
Councilmember Lucio Valdez
Councilmember Terri Grimm

Nays: None

Abstain: None

Absent: None
Absent: None
Abstain: None

**ACTION:** The motion carried with 7 ayes and 0 nays.

9B. Consideration and possible action on the first reading of an ordinance amending the Code of Ordinances (2014 Edition), Chapter 16, Article 16.03 SmartCode, repealing it in its entirety and incorporating mixed-use development regulations into the Unified Development Code (UDC) Chapters One through Eight.

Odis Jones, City Manager, asked that the City Council table Item 9B until a later time in order to gather additional input from the business community.

**MOTION:** Mayor Pro-tem Tom Hines moved to table Item 9B. Councilmember Nathan Killough seconded the motion.

**VOTE:**
- Ayes: Mayor Doug Gaul
  - Mayor Pro-tem Tom Hines
  - Councilmember Scott Rose
  - Councilmember Nathan Killough
  - Councilmember Tim Jordan
  - Councilmember Lucio Valdez
  - Councilmember Terri Grimm
- Nays: None
- Abstain: None
- Absent: None

**ACTION:** The motion carried with 7 ayes and 0 nays.

9C. Consideration and possible action on the second and final reading of an ordinance creating a 4B Economic Development Corporation in the City of Hutto and approving the Corporation's Articles of Incorporation and Bylaws.

**MOTION:** Councilmember Nathan Killough moved to approve the second and final reading of an ordinance creating a 4B Economic Development Corporation in the City of Hutto and approving the Corporation's Articles of Incorporation and Bylaws. Councilmember Tim Jordan seconded the motion.

**VOTE:**
- Ayes: Mayor Doug Gaul
  - Mayor Pro-tem Tom Hines
  - Councilmember Scott Rose
  - Councilmember Nathan Killough
  - Councilmember Tim Jordan
  - Councilmember Lucio Valdez
  - Councilmember Terri Grimm
- Nays: None
- Abstain: None
- Absent: None

**ACTION:** The motion carried with 7 ayes and 0 nays.
ACTION: The motion carried with 7 ayes and 0 nays.

RESOLUTIONS

10A. Consideration and possible action on a resolution denying Oncor Electric Delivery Company LLC’s application to change rates within the City; and that the City's reasonable rate case expenses shall be reimbursed by the company.

Mayor Pro-tem Tom Hines recused himself from this item because his wife works for Oncor.

Michel Sorrell, Chief Financial Officer, made the staff presentation. On March 17, 2017, Oncor filed an application to change rates with cities retaining original jurisdiction. In the filing, the Company seeks to increase system-wide transmission and distribution rates by $317 million or approximately 7.5% over present revenues. The Company asks the City to approve an 11.8% increase in residential rates and a 0.5% increase in street lighting rates. If approved, a residential customer using 1000 kWh per month would see a bill increase of about $6.68 per month.

In March, the Steering Committee engaged the services of three consultants, Mr. Lane Kollen, Mr. Richard Baudino, and Mr. Karl Nalepa, to review the Company's filing. The consultants identified numerous unreasonable expenses and propose significant reductions to the Company’s request. Accordingly, the Steering Committee’s attorneys recommend that all members adopt the Resolution denying the rate change. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas where the appeal will be consolidated with Oncor’s filing (i.e. PUC Docket No. 46957) currently pending at the Commission.

Under the law, cities with original jurisdiction over this matter have 125 days from the initial filing to take final action on the application. By the agreement of the parties, this deadline was suspended until August 19, 2017. As such, all cities with original jurisdiction will need to adopt the resolution no later than August 19.

MOTION: Councilmember Nathan Killough moved to approve a resolution denying Oncor Electric Delivery Company LLC’s application to change rates within the City; and that the City’s reasonable rate case expenses shall be reimbursed by the company. Councilmember Lucio Valdez seconded the motion.

VOTE:  
Ayes: Mayor Doug Gaul  
Councilmember Scott Rose  
 Councilmember Nathan Killough  
 Councilmember Tim Jordan  
 Councilmember Lucio Valdez  
 Councilmember Terri Grimm

Nays: None

Abstain: Mayor Pro-tem Tom Hines

Absent: None
**ACTION:** The motion carried with 6 ayes and 0 nays.

10B. Consideration and possible action on a resolution supporting an application from Pedcor Investments, A Limited Liability Company, to the Texas Department of Housing and Community Affairs for 2017 or 2018 Housing Tax Credits for the proposed development known as Hutto Station, located at approximately 701 Exchange Boulevard.

Helen Ramirez, Executive Director of Business and Development Services, made the staff presentation. Mrs. Ramirez provided an overview of the request, the location, and the proposed site plan.

Discussion ensued concerning the required buffers, location and alternate locations, and transportation.

A representative from Pedcor Investments, LLC. provided a brief overview of the companies history, business model, and the property development.

**MOTION:** Councilmember Lucio Valdez moved to approve a resolution supporting an application from Pedcor Investments, A Limited Liability Company, to the Texas Department of Housing and Community Affairs for 2017 or 2018 Housing Tax Credits for the proposed development known as Hutto Station, located at approximately 701 Exchange Boulevard.

The motion died for lack of a second.

10C. Consideration and possible action on a resolution concerning the adoption of an Economic Development Policy.

Helen Ramirez, Executive Director of Business/Development Services, made the staff presentation. Mrs. Ramirez provided an overview the policy that included highlighting the seven key growth corridors, grow from within strategy, market assessment, tax incentives and programs, how the policy can be integrated in the cascade strategic management system.

**MOTION:** Mayor Pro-tem Tom Hines moved to approve a resolution concerning the adoption of an Economic Development Policy. Councilmember Nathan Killough seconded the motion.

**VOTE:**

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<td>Mayor Doug Gaul</td>
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8 | July 20, 2017 – City Council Meeting Minutes
Abstain: None
Absent: None

**ACTION:** The motion carried with 7 ayes and 0 nays.

10D. Consideration and possible action on a resolution amending and readopting the City Council Protocol Policy.

*Item 10D was addressed after the executive session.*

**MOTION:** Mayor Pro-tem Tom Hines moved to approve a resolution amending and readopting the City Council Protocol Policy. Councilmember Nathan Killough seconded the motion.

**VOTE:**

Ayes: Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nathan Killough
Councilmember Tim Jordan
Councilmember Lucio Valdez
Councilmember Terri Grimm

Nays: None
Abstain: None
Absent: None

**ACTION:** The motion carried with 7 ayes and 0 nays.

The City Council recessed into executive session at 10:25 p.m.

**EXECUTIVE SESSION**

11A. Executive Session as authorized by Section 551.074, Texas Government Code, Personnel Matters, regarding appointments and/or removals to the Board of Directors for the 4A and 4B Hutto Economic Development Corporations.

The City Council reconvened into regular session at 11:23 p.m.

**ACTION RELATIVE TO EXECUTIVE SESSION**

12A. Consideration and possible action concerning appointments and/or removals to the Board of Directors for the 4A and 4B Hutto Economic Development Corporations.

**MOTION:** Mayor Pro-tem Tom Hines moved to appoint William Gravell, Jr. to the Type 4B Economic Development Corporation Board of Directors. Councilmember Nathan Killough seconded the motion.
ACTION: The motion carried with 7 ayes and 0 nays.

MOTION: Councilmember Nathan Killough moved to appoint Daniel Thornton to the Type 4B Economic Development Corporation Board of Directors. Mayor Pro-tem Tom Hines seconded the motion.

ACTION: The motion carried with 7 ayes and 0 nays.

MOTION: Councilmember Scott Rose moved to appoint Nelson Nagle to the Type 4B Economic Development Corporation Board of Directors. Councilmember Nathan Killough seconded the motion.

ACTION: The motion carried with 7 ayes and 0 nays.
MOTION: Councilmember Lucio Valdez moved to appoint Russell Metcalf to the Type 4B Economic Development Corporation Board of Directors. Mayor Pro-tem Tom Hines seconded the motion.

VOTE: Ayes: Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nathan Killough
Councilmember Tim Jordan
Councilmember Lucio Valdez
Councilmember Terri Grimm

Nays: None
Abstain: None
Absent: None

ACTION: The motion carried with 7 ayes and 0 nays.

MOTION: Councilmember Tim Jordan moved to appoint Jason Wirth to the Type 4B Economic Development Corporation Board of Directors. Councilmember Scot Rose seconded the motion.

VOTE: Ayes: Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nathan Killough
Councilmember Tim Jordan
Councilmember Lucio Valdez
Councilmember Terri Grimm

Nays: None
Abstain: None
Absent: None

ACTION: The motion carried with 7 ayes and 0 nays.

MOTION: Councilmember Terri Grimm moved to appoint Roger Harris to the Type 4B Economic Development Corporation Board of Directors. Mayor Pro-tem Tom Hines seconded the motion.

VOTE: Ayes: Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nathan Killough
Councilmember Tim Jordan
Councilmember Lucio Valdez
Councilmember Terri Grimm

Nays: None
Abstain: None
Absent: None
ACTION: The motion carried with 7 ayes and 0 nays.

MOTION: Mayor Doug Gaul moved to appoint Bryon Borchers to the Type 4B Economic Development Corporation Board of Directors. Mayor Pro-tem Tom Hines seconded the motion.

VOTE:  

| Ayes: | Mayor Doug Gaul  
|       | Mayor Pro-tem Tom Hines  
|       | Councilmember Scott Rose  
|       | Councilmember Nathan Killough  
|       | Councilmember Tim Jordan  
|       | Councilmember Lucio Valdez  
|       | Councilmember Terri Grimm  
| Nays: | None  
| Abstain: | None  
| Absent: | None

ACTION: The motion carried with 7 ayes and 0 nays.

MOTION: Councilmember Nathan Killough moved to remove the current members of the EDC Type 4A Board. Councilmember Terri Grimm seconded the motion.

VOTE:  

| Ayes: | Mayor Pro-tem Tom Hines  
|       | Councilmember Scott Rose  
|       | Councilmember Nathan Killough  
|       | Councilmember Tim Jordan  
|       | Councilmember Terri Grimm  
| Nays: | Mayor Doug Gaul  
|       | Councilmember Lucio Valdez  
| Abstain: | None  
| Absent: | None

ACTION: The motion carried with 5 ayes and 2 nays.

MOTION: Councilmember Nathan Killough moved to fill the Type 4A EDC Board with the individuals that were appointed to the Type 4B EDC Board. Councilmember Terri Grimm seconded the motion.

VOTE:  

| Ayes: | Mayor Doug Gaul  
|       | Mayor Pro-tem Tom Hines  
|       | Councilmember Scott Rose  
|       | Councilmember Nathan Killough  
|       | Councilmember Tim Jordan  
|       | Councilmember Terri Grimm  
| Nays: | Councilmember Lucio Valdez  
| Abstain: | None  
| Absent: | None
ACTION: The motion carried with 5 ayes and 2 nays.

10D. Consideration and possible action on a resolution amending and readopting the City Council Protocol Policy.

MOTION: Mayor Pro-tem Tom Hines moved to approve a resolution amending and readopting the City Council Protocol Policy. Councilmember Nathan Killough seconded the motion.

VOTE: Ayes: Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Councilmember Nathan Killough
Councilmember Tim Jordan
Councilmember Lucio Valdez
Councilmember Terri Grimm

Nays: None
Abstain: None
Absent: None

ACTION: The motion carried with 7 ayes and 0 nays.

12B. Consideration and possible action relative to executive session item 11A.

There was no action on this item.

ADJOURNMENT

There being no further business, the meeting was adjourned at 11:35 p.m.

CITY OF HUTTO, TEXAS

__________________________
Doug Gaul, Mayor

ATTEST:

__________________________
Seth Gipson, City Secretary
Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and Patsy Louise Overton and Frances Overton Wolter, for 181.36.0 acres, more or less, of land, located on the east side of CR 119 and south of CR 100.

H.B. 1472 was enacted by the Legislature and went into effect September 1, 2007, amending the Texas Local Government Code Subchapter B, Chapter 43, Sections 43.035 and 212.172 stating that a municipality may not annex areas of land appraised for ad valorem tax purposes as agriculture or wildlife management unless the municipality offers a development agreement with the landowner that guarantees the continuation of the incorporated city limits status and that the municipality will not interfere with the use of the area for agriculture or wildlife management. If the landowner declines to enter into a development agreement, the municipality may annex the area of land.

By entering into a development agreement with the City for the acres identified in the agreement, the area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality. This allows the City to extend its incorporated city limits boundary.

Not applicable.

Not applicable.

Not applicable.
The City Attorney has approved the process as to form.

**STAFF RECOMMENDATION:**

Staff recommends that the Council approve the resolution.

**SUPPORTING MATERIAL:**
1. Resolution - Overton/Wolter Annexation Development Agreement (181.33 Acres)
2. Exhibit A - Overton/Wolter Annexation Development Agreement (181.33 acres)
RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND PATSY LOUISE OVERTON AND FRANCES OVERTON WOLTER, FOR 181.33 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner’s use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City’s Growth Guidance Plan.

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

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and Patsy Louise Overton and Frances Overton Wolter, for the property described in Exhibit “A”, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the 17th day of the month August, 2017.

THE CITY OF HUTTO, TEXAS

____________________________________
Doug Gaul, Mayor

ATTEST:

__________________________
Seth Gipson, City Secretary
This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF HUTTO, TEXAS ("City") and Patsy Louise Overton and Frances Overton Wolter ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 181.33 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Williamson County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Hutto so long as 1) the Property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, except for existing single-family residential use, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property.
2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

3. The Owner agrees that the City's AG Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.
6. **Notice.** All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecoppy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Hutto
City Manager
401 West Front Street
Hutto, Texas 78634
Williamson County
Phone: (512) 759-4031

Patsy Louise Overton & Frances Overton Wolter
Attn: Robert C. Wolter - Attorney
325 Santa Monica Place
Corpus Christi, TX 78411
Nueces County
Phone: (361) 888-9201

7. **Force Majeure.** Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. **Conveyance of Property.** Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

9. **Continuity.** This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

10. **Survival after Termination.** This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.

11. **Signature Warranty Clause.** The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Owner, respectively.

    **SIGNED as of this ____ day of __________, 20__.**

    CITY OF HUTTO, TEXAS

    ____________________________
    Odis Jones
    City Manager, City of Hutto, Texas
THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the _____ day of ________, 20___,
by __________________, __________________, City of Hutto, Texas.

__________________________________________
Notary Public, State of Texas
THE STATE OF TEXAS  
COUNTY OF Nueces  

This instrument was acknowledged before me on the 9th day of August, 2017, by Patsy Louise Overton.

                     [Signature]
Notary Public, State of Texas

PROPERTY OWNER

Patsy Louise Overton

THE STATE OF TEXAS  
COUNTY OF Nueces  

This instrument was acknowledged before me on the 9th day of August, 2017, by Frances Overton Wolter.

                     [Signature]
Notary Public, State of Texas

PROPERTY OWNER

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

181.329 ACRES

These notes describe that certain tract of land located in the JOHN C. DYKES
SURVEY, ABSTRACT NO. 186, subject tract being all of the following: a 25% Interest
conveyed in a Surface Only Warranty Deed from Louise Saul Overton to Frances Overton
Wolter, dated 9-26-84 and recorded in Volume 1082, Page 425, of the Official Records of
Williamson County, Texas, (ORWC); a 25% Interest conveyed in a Correction Surface Only
Warranty Deed from Louise Saul Overton to Patsy Overton Williams, dated 12-5-84 and recorded
in Volume 1109, Page 854, (ORWC); an 18% Interest conveyed in a Surface Only Warranty
Deed from Louise Saul Overton to Patsy Overton Williams, dated 1-17-85 and recorded in
Volume 1132, Page 155, (ORWC); an 18% Interest conveyed in a Surface Only Warranty Deed
from Louise Saul Overton to Frances Overton Wolter, dated 1-17-85 and recorded in Volume
1132, Page 159, (ORWC); a 7% Interest conveyed in a Surface Only Warranty Deed from Louise
Saul Overton to Frances Overton Wolter, dated 1-2-87 and recorded in Volume 1469, Page 714,
(ORWC); a 7% Interest conveyed in a Surface Only Warranty Deed from Louise Saul Overton to
Patsy Louise Overton, dated 1-2-87 and recorded in Volume 1469, Page 716, (ORWC); also,
being the same tract of land referenced as “181.6 Acres”, conveyed in a Gift Mineral Deed from
Louise Saul Overton to Josephine Overton Kirk, et al., dated 5-26-88 and recorded in Volume
1665, Page 296, (ORWC); being surveyed on the ground under the direct supervision of Bruce
Lane Bryan, Registered Professional Land Surveyor No. 4249, on June 1, 2005; subject tract
being more fully described as follows:

BEGINNING at a 3/8” Iron Rod found, being the apparent Northwest corner of said
“181.6 Acres”, same being the apparent Southwest corner of a called “44.7 Acres” conveyed in a
Warranty Deed with Vendor’s Lien from Hutto State Bank to Ronald Albert Smith, et ux., dated
3-4-93 and recorded in Volume 2267, Page 16, (ORWC), same being in the East line of a called
“57.901 Acres”, conveyed in a Warranty Deed from Ella Kruger Koke, et al., to Kruger
Subdivision, LTD., dated 6-3-98 and recorded in Document No. 9838804, (ORWC), same being
the Northwest corner of subject tract;

THENCE North 68°37’05” East, with a line for the common line of said “181.6 Acres”
and said “44.7 Acres”, a distance of 722.95 feet, to a 3/8” Iron Rod found (not recorded), being in
the North line of said “181.6 Acres” (as fenced), same being in the South line of said “44.7
Acres” (as fenced), same being an exterior corner of subject tract;

THENCE North 68°44’31” East, with a line for the common line of said “181.6 Acres”
and said “44.7 Acres” (as fenced), a distance of 983.32 feet, to a 1/2” Iron Rod found, being in the
apparent North line of said “181.6 Acres”, same being the Southeast corner of said “44.7 Acres”,
same being for the Southwest corner of a called “200.00 Acres”, owned presently or formerly by
Howard Leon Peterson, recorded in Volume 662, Page 162, of the Deed Records of Williamson
County, Texas, (DRWC); same being an exterior corner of subject tract;

THENCE North 68°24’48” East, with a line for the common line of said “181.6 Acres”
and said “200.00 Acres”, a distance of 1138.59 feet, to a 1 ½” Iron Pipe found, being for the
Northeast corner of said “181.6 Acres”, same being in the South line of said “200.00 Acres”,
same being the apparent Northwest corner of a called “62.956 Acres”, conveyed in a Deed with
THENCE South 21°19’57” East, with a line for the common line of said “181.6 Acres” and said “62.956 Acres”, a distance of 1521.97 feet, to a 1” Iron Pipe found, being in the East line of said “181.6 Acres”, same being the Southwest corner of said “62.956 Acres”, same being the Northwest corner of a called “136 Acres” conveyed in a Warranty Deed from Doris Gwendolyn Wallin to Wallin Family Hutto Investments, L.P., dated 6-11-03 and recorded in Document No. 2003064877, of the Official Public Records of Williamson County, Texas, (OPRWC), same being an exterior corner of subject tract;

THENCE South 21°19’57” East, with a line for the common line of said “181.6 Acres” and said “136 Acres”, passing at a distance of 1577.80 feet, a ½” Iron Rod set (with cap), being in the East line of said “181.6 Acres”, same being the Southwest corner of said “136 Acres”, same being the Northwest corner of a called “1.209 Acres” (surveyed this date), and continuing for a total distance of 1588.82 feet, to a ½” Iron Rod set (with cap), being the Easternmost corner of said “181.6 Acres”, same being a 19.44’ wide centerline beginning point of said “1.209 Acres”, same being in the North line of a called “164.266 Acres” conveyed in a Warranty Deed with Vendor’s Lien from Hugh S. Davenport, Jr., Executor, to Hutto Development, LTD., dated 9-21-01 and recorded in Document No. 2001071798, (OPRWC), same being the Easternmost corner of subject tract;

THENCE North 83°13’11” West, with a line for the common line of said “181.6 Acres” and said “164.266 Acres”, a distance of 789.25 feet, to a ½” Iron Rod found, being an interior corner of said “181.6 Acres”, same being the Northwest corner of said “164.266 Acres”, same being the Northeast corner of a called “103.4 Acres” conveyed in a Deed from S. G. Downing, et ux, to Harry E. Hanson, dated 12-11-11 and recorded in Volume 147, Page 32, (DRWC); same being an interior corner of subject tract;

THENCE South 68°08’30” West, with a line for the common line of said “181.6 Acres” and said “103.4 Acres”, a distance of 2121.21 feet, to a Concrete Monument found, being the Southwest corner of said “181.6 Acres”, same being the Northwest corner of said “103.4 Acres”, same being in the East line of a called “101.8 Acres” conveyed in a Deed of Gift from A. M. Oleander, et ux, to Gary Oleander, et al, dated 12-29-97 and recorded in Document No. 9728013, (OPRWC); same being the Southwest corner of subject tract;

THENCE North 21°54’23” West, with the West line of said “181.6 Acres”, same being with the East line of said “101.8 Acres”, same being with the aforementioned East line of said “57.901 Acres”, a distance of 2754.09 feet, to the PLACE OF BEGINNING, containing according to the dimensions herein stated, an area of 181.329 Acres.

Surveyor’s Note: Attention is invited to accompanying plat for location of improvements, adjoiners, visible utilities and roadways. Bearings are based on Texas State plane coordinates, Central Zone NAD8393 adjustment.

Bruce Lane Bryan  Registered Professional Land Surveyor No. 4249
ITEM:

Consideration and possible action on a resolution authorizing the execution of an annexation development agreement between the City of Hutto and the Wallin Family Hutto Investments L.P. and Wallin Management Company L.L.P., for 136.0 acres, more or less, of land, located on the west side of FM 1660 North adjacent to the northern border of the Huttoparke Subdivision.

STRATEGIC GUIDE POLICY:

ITEM BACKGROUND:

H.B. 1472 was enacted by the Legislature and went into effect September 1, 2007, amending the Texas Local Government Code Subchapter B, Chapter 43, Sections 43.035 and 212.172 stating that a municipality may not annex areas of land appraised for ad valorem tax purposes as agriculture or wildlife management unless the municipality offers a development agreement with the landowner that guarantees the continuation of the incorporated city limits status and that the municipality will not interfere with the use of the area for agriculture or wildlife management. If the landowner declines to enter into a development agreement, the municipality may annex the area of land.

By entering into a development agreement with the City for the acres identified in the agreement, the area adjacent or contiguous to an area that is the subject of a development agreement is considered adjacent or contiguous to the municipality. This allows the City to extend its incorporated city limits boundary.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.
CITY ATTORNEY REVIEW:

The City Attorney has approved the process as to form.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:
1. Resolution - Wallin Family Hutto Investments LP Annexation Development Agreement (136.0 Acres)
2. Exhibit A - Wallin Family Hutto Investments LP Annexation Development Agreement
RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND THE WALLIN FAMILY HUTTO INVESTMENTS L.P. AND THE WALLIN MANAGEMENT COMPANY L.L.P., FOR 136.0 ACRES, MORE OR LESS OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, AND ATTACHED HERETO; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits, and;

WHEREAS, both parties agree that in consideration of the mutual promises stated herein, that the property will not be annexed by the City of Hutto so long as 1) the property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the property, and;

WHEREAS, as consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner’s use of the property for agricultural purposes, wildlife management or timber production, and;

WHEREAS, both parties agree that upon annexation of the property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the property conforming with the land use designation for the Property as shown on the most recent amendment of City’s Growth Guidance Plan.

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

that the Hutto City Council authorizes the City Manager of Hutto to execute an annexation development agreement between the City of Hutto and the Wallin Family Hutto Investments L.P. and the Wallin Management Company, L.L.P., for the property described in Exhibit “A”, a copy of same being attached hereto and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the 17th day of the month August, 2017.

THE CITY OF HUTTO, TEXAS

________________________________
Doug Gaul, Mayor

ATTEST:

________________________________
Seth Gipson, City Secretary
STATE OF TEXAS

COUNTY OF WILLIAMSON

§ ANNEXATION DEVELOPMENT
§ AGREEMENT WITH
§ WALLIN FAMILY HUTTO INVESTMENTS, LP AND WALLIN MANAGEMENT COMPANY LLP

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF HUTTO, TEXAS ("City") and the Wallin Family Hutto Investments, LP and Wallin Management Company LLP ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 136.0 acre tract of land more particularly described in Exhibit “A”, attached hereto (the “Property”), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the “Agreement”); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Williamson County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Hutto city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Hutto so long as 1) the Property continues to receive an agricultural exemption from the Williamson County Central Appraisal District, except for existing single-family residential use, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property.
2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.
6. **Notice.** All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) teletypewriter, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Hutto  
Wallin Family Hutto Investments, LP  
City Manager  
Wallin Management Company, LLP  
401 West Front Street  
500 County Road 202  
Hutto, Texas 78634  
Llano, Texas 78643  
Williamson County  
Llano County  
Phone: (512) 759-4031  
Phone: (512) 415-3202

7. **Force Majeure.** Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. **Conveyance of Property.** Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

9. **Continuity.** This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

10. **Survival after Termination.** This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.

11. **Signature Warranty Clause.** The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Owner, respectively.

    SIGNED as of this ____ day of ____________, 20__.

    CITY OF HUTTO, TEXAS

    ____________________________
    Odis Jones
    City Manager, City of Hutto, Texas
THE STATE OF TEXAS   
COUNTY OF WILLIAMSON  

This instrument was acknowledged before me on the _____ day of __________, 20__,
by __________________, __________________, City of Hutto, Texas.

______________________
Notary Public, State of Texas
The State of Texas   }
County of Williamson  }

This instrument was acknowledged before me on the 10th day of August, 2017,
by Vernell Sue Bradley, Manager of Wallin Management Company, LLC, a Texas
Limited Liability Company the General Partner of Wallin Family Hutto Investments, LP.

[Notary Seal]
Carrie Reese
Notary Public, State of Texas

Property Owner

Vernell Sue Bradley – Manager
Wallin Management Company, LLC, the General Partner of
Wallin Family Hutto Investments, LP

The State of Texas   }
County of Williamson  }

This instrument was acknowledged before me on the ______ day of ____________, 20___,
by __________________, ______________________, City of Hutto, Texas.

[Notary Seal]
Notary Public, State of Texas
THE STATE OF TEXAS   
COUNTY OF WILLIAMSON 

This instrument was acknowledged before me on the day of August, 2017,
by Jimmy R. Wallin, Manager of Wallin Management Company, LLC, a Texas Limited
Liability Company the General Partner of Wallin Family Hutto Investments, LP.

[Signature]  
Notary Public, State of Texas

PROPERTY OWNER

[Signature]  
Jimmy R. Wallin – Manager
Wallin Management Company, LLC, the General Partner of
Wallin Family Hutto Investments, LP

THE STATE OF TEXAS   
COUNTY OF WILLIAMSON 

This instrument was acknowledged before me on the day of , , 20
by , City of Hutto, Texas.

[Signature]  
Notary Public, State of Texas
All those three certain tracts or parcels of land, a part of the JOHN DYCHES SURVEY in Williamson County, Texas, known as Blocks Numbers 3, 4 and 5 of the Elizabeth C. McElroy Subdivision of said John Dyches Survey; being 45 acres of land in Block No. 3 and 91 acres of land in Blocks Nos. 4 and 5; the tract herein conveyed being described by metes and bounds as follows, to-wit:

BEGINNING at the S. E. corner of Block No 2 of said Sub-division;

THENCE South 71 West, 944 varas to the Southwest corner of said Block No 2;

THENCE South 19 East, 568-1/2 varas to a stake for corner in the North line of road, same being a corner of Block No 5;

THENCE South 80-1/2 East, 982 varas to a stake in road 7 varas North 10 East from McElroy's Southeast corner;

THENCE North 10 East, 165 varas to another corner of said McElroy's tract;

THENCE North 19 West, 892-1/2 varas to the place of BEGINNING and containing 136 acres of land; and being the same land heretofore conveyed to F. P. Walker by C. O. Johnson and wife, Selma Johnson, by deed dated January 13th 1922 and recorded in VOL 204, PAGE 400, Deed Records, Williamson County, Texas, to which said deed and record reference is here made for all pertinent purposes.

This conveyance is made subject to existing public utility easements now of record over, under and upon the above described tract of land.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister
07-10-2003 11:29 AM 2003064875
CARRILLO $13.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

EXHIBIT "A"
AGENDA ITEM NO.: 7C.  
AGENDA DATE: August 17, 2017

PRESENTED BY: Odis Jones, City Manager

ITEM: Consideration and possible action on a resolution authorizing the City Manager to execute a Development Agreement by and between the City of Hutto and RSI Communities - Texas, LLC.

STRATEGIC GUIDE POLICY: Infrastructure & Growth

ITEM BACKGROUND:
Consideration and possible action on a request for a Development Agreement for the 317 acre, more or less, tract of land. Subject property is located on the north side of Huttoparke Subdivision, adjacent to the west side of F.M. 1660 North. The western boundary of the property is to the west of Huttoparke Subdivision, and is east of C.R. 119.

The owners of the subject property have submitted requests for annexation development agreements. These requests are not active annexation requests at this time.

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
The City Attorney has reviewed the Development Agreement.

STAFF RECOMMENDATION:
Staff recommends approval of the Development Agreement.
SUPPORTING MATERIAL:
1. Resolution - RSI Communities
2. Draft Development Agreement
RESOLUTION NO.

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF HUTTO, A MUNICIPAL CORPORATION, AND RSI COMMUNITIES – TEXAS, LLC.

WHEREAS, the City of Hutto (the City) wishes to enter into a development agreement with RSI Communities – Texas, LLC, a Delaware Limited Liability Company (collectively the Developer) to establish development standards for the approximately 317 acre site (the Project); and

WHEREAS, RSI Communities – Texas, LLC is the owner of certain real property consisting of approximately 317 acres located in the John C. Dykes Survey, situated in Williamson County; and

WHEREAS, the City and Developer mutually agree to develop the Project as a residential community; and

WHEREAS, the City and Developer desire to work together in good faith to enhance and preserve the general area of the Project for the benefit of the Citizens of the City and surrounding area.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby approves and authorizes the City Manager to execute the Development Agreement, attached as Exhibit “A”, a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this 17th day of August, 2017.

CITY OF HUTTO, TEXAS

_____________________________
Doug Gaul, Mayor

ATTEST:

_____________________________
Seth Gipson, City Secretary
DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into this _____ day of _____, 2017 (the "Effective Date") by and between the City of Hutto, Texas, a municipal corporation (the "City") and RSI Communities—Texas LLC, a Delaware limited liability company (the "Developer"). The City and Developer are sometimes referred to individually as a "Party" and collectively as the "Parties."

Terms not otherwise defined herein shall have the meaning given in Appendix I.

RECITALS

WHEREAS, Developer intends to develop two certain tracts of land, known as the Wallin Family parcel (136 acres) and the Overton parcel (160 acres), more particularly described on Exhibit A attached hereto (the "Property");

WHEREAS, Developer desires to design, engineer and construct wastewater, roadway and other improvements to, on and through the Property, as more particularly described on Exhibit B attached hereto (the "Project"); and

WHEREAS, the City desires to participate in certain costs related to the Project.

NOW THEREFORE, for and in consideration of the promises and mutual covenants hereinafter set forth, the Parties hereby agree as follows:

ARTICLE I
PROJECT DESCRIPTION

1.1 Purpose. The purpose of the Project is to design, engineer and construct the following:

(a) a wastewater line and associated facilities along North Cottonwood Creek, from F.M. 1660 extending north west toward Chandler Road, and as otherwise agreed upon by Developer and City, as shown in Exhibit C;

(b) roadways to and through the Project, as mutually agreed that are needed for development of the Property and to provide an east-west neighborhood collector as shown on Exhibit B; and

(c) associated facilities and other improvements, as mutually agreed upon by the Parties.

(d) Future Arterial A, as shown in Exhibit B, is not included in the scope of this Project.

1.2 Wastewater Line.
(a) The Wastewater Line project will include the extension and replacement of an existing wastewater trunk line ("Wastewater Line") located near FM 1660 North through:

i. North Cottonwood Creek to the Property;

ii. City right-of-way;

iii. Jonah SUD right-of-way ("Jonah"); and

iv. to-be-acquired right-of-way from third party land owners as outlined in Section 4.2.

(b) The Wastewater Line size, construction methods and specifications shall be mutually agreed upon in writing by Developer and City.

1.3 Roadways.

(a) The following roadways shall be constructed ("Roadways"): 

i. a 2-lane neighborhood collector with two (2) landscaped medians at the entrances to the Project at Ed Schmidt / C.R.119 and F.M. 1660. Neighborhood Collector to extend east from the extension of Ed Schmidt / C.R. 119 through the property to F.M. 1660 and a single round-a-bout at the central intersection; and

ii. such additional internal roadways as may be mutually agreed upon in writing by Developer and City.

(b) The location for the Roadways are attached hereto as Exhibit B, as may be updated by the Parties ("Roadways Specifications").

1.4 Parks and Landscaping. Developer shall construct parks, as shown on Exhibit B, and landscaped medians at the entrances to the development at Ed Schmidt / C.R. 119 and F.M. 1660. As depicted in Exhibit B, the median at Ed Schmidt / C.R. 119 will be five-hundred feet (500') long and the median at F.M. 1660 will be three-hundred feet (300') long. Developer shall also construct other improvements in the parks as mutually agreed upon in writing by Developer and City ("Other Improvements").

ARTICLE II
PROJECT COSTS

2.1 Defined. Project Costs shall include costs of design, engineering, surveying, material, labor, grading, trenching, paving, erosion control and other costs related to construction of the Project.

2.2 Developer Costs. Project Costs incurred by Developer
2.3 **Reimbursements and Fee Waivers by City.**

(a) **Wastewater Line Reimbursements:** City shall pay to Developer costs incurred for the Wastewater Line in an amount not to exceed Three Million Dollars ($3,000,000) which shall be paid in a lump sum to Developer upon project engineer's letter of substantial completion.

2.4 **Fee Waivers and requirements:** City shall waive the following fees and requirements:

i. All Parkland dedication or related fees.

ii. Traffic Impact Analysis requirement and any future Transportation Impact Fees.

iii. The City shall waive impact and other fees related to construction inspection, water and wastewater impact fees, building permit fees, and water and wastewater tap connection fees. City is responsible for coordinating with Jonah SUD with regard to Water and Wastewater agreements and shall reserve, or cause to be reserved, all necessary LUEs for the Project.

2.5 **Public Improvement District:** City consents to allow Developer to create a public improvement district (PID). City agrees to allow Developer to extend PID bonds out to forty (40) years and to have an effective tax rate up to 3.25%. In event of default by the City, as outlined in 10.2, the PID consent shall survive this agreement at will of the Developer.

**ARTICLE III**

**DEVELOPER COVENANTS**

3.1 **Design and Construction of Project.** Developer shall commence design and engineering of the Wastewater Line not later than forty-five (45) days after the PID agreement approval pursuant to Section 2.5.

3.2 **Pre-Construction Obligations.** Prior to commencement of construction, Developer shall (i) dedicate necessary right-of-way; (ii) obtain all necessary approvals from Jonah; (iii) apply to have the Property annexed and originally zoned by the City; (iv) obtain a bond pursuant to Article XIII hereof and (v) obtain all other approvals, permits, consents and other authorizations, including but not limited to state and federal regulatory requirements.

3.3 **Milestones.** Developer shall achieve the following milestone events as follows:

a. **Construction.** Construction of the Wastewater Line shall commence no later than sixty (60) days after all governmental approvals.

b. **Annexation and Zoning.** Application for annexation and zoning shall be filed no later than forty-five (45) days after the Effective Date. The Developer shall prepare and submit the Neighborhood Plan, as part of the zoning process, along
with Annexation, and the City will process these applications as per Section 4.6. Annexation is contingent upon the Neighborhood Plan being mutually agreed upon by City and Developer. If the Neighborhood Plan is not mutually agreed upon, this Agreement shall terminate and neither party will have any further obligations under this Agreement.

c. Neighborhood Plan. Within 30 days of annexation, Developer shall submit a Neighborhood Plan for approval by the City.

  i. City agrees that the Neighborhood Plan shall include Developer’s ability to build any combination of townhome, thirty foot (30’), thirty-five foot (35’), forty foot (40’), and fifty foot (50’) homes with standard five foot (5’) side-setbacks from foundations and front facing garages.

  ii. City agrees that there will be no masonry requirement for the homes.

d. Wastewater Line. Extension of the Wastewater Line shall be complete not later than eighteen (18) months from commencement.

e. Neighborhood Collector. Construction of the neighborhood collector road described in Section 3.4 shall begin no later than the commencement of the first phase of the development. Neighborhood Collector may be phased with the development.

3.4 Neighborhood Collector. Developer shall construct a 2-lane neighborhood collector with landscaped median at the entrances to the project at Ed Schmidt and 1660 and single round-a-bout to extend west from F.M. 1660 through the property to the extension of C.R. 119.

3.5 Project Completion. Developer shall diligently and in good faith continue construction of the Wastewater Line and Neighborhood Collector projects until Project Completion, as defined below.

(a) “Project Completion” means the day on which the following have been satisfied:

  i. the Wastewater Line and Neighborhood Collector have been substantially completed in accordance with the plans and specifications therefore as evidenced by a certificate of substantial completion from the City Engineer’s Office;

  ii. all governmental authorities having jurisdiction have issued certificates of completion or their equivalent, as applicable; and

  iii. all bills for the Project have been paid, are not yet due and payable or are being contested in good faith through appropriate proceedings.

ARTICLE IV
CITY COVENANTS
4.1 **Reimbursements and Fee Waivers.** City shall provide Wastewater Line reimbursements and fee waivers in accordance with Sections 2.3 and 2.4 of this Agreement.

4.2 **Right-of-Way Acquisition.** Prior to commencement of construction, City shall obtain at its cost and expense all necessary off-site right-of-way for the Wastewater Line and the Neighborhood Collector, provided however that the Developer shall reimburse the City for cost and expense obligations for such right-of-way acquisitions, including appraisal fees and legal fees.

4.3 **Approval of Permits.** City shall approve such permits as required for the Project, in accordance with City rules and regulations. City will provide expedited review and approval for development and building permits.

4.4 **Approvals from Jonah.** City shall assist Developer in obtaining all necessary approvals from Jonah.

4.5 **Wastewater Capacity.** City shall reserve necessary wastewater capacity (LUEs) in the Wastewater Line to meet the Project’s needs.

4.6 **Zoning.** City shall process a mid-density residential development zoning application and a Neighborhood Plan for the Property, in accordance with the City’s ordinances, rules and regulations. City shall agree to allow a density of up to ten (10) units per acre, on average, across the development.

**ARTICLE V**  
[RESERVED]

**ARTICLE VI**  
TERM

6.1 **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall continue until the earlier to occur of: (a) Project Completion as provided under Section 3.5 or (b) the date this Agreement is otherwise earlier terminated pursuant to the terms hereof.

**ARTICLE VII**  
REPRESENTATIONS AND WARRANTIES

7.1 **Representations and Warranties of Developer.**

(a) **Authorization.** Developer is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of Delaware with authority to perform its obligations under this Agreement.

(b) **Performance.** Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Developer is a party or by which Developer may be bound.
(c) **Execution.** The execution and delivery by Developer of, and Developer’s performance under, this Agreement are within Developer’s powers and have been duly authorized by all requisite organizational action. The Person executing this Agreement on behalf of Developer has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms.

(d) **Litigation.** Developer has not received written notice and has no actual knowledge of any litigation pending or threatened against Developer that might adversely affect the Property or the Project or Developer’s ability to perform its obligations under this Agreement.

7.2 **Representations and Warranties of City.**

(a) **Authorization.** The City is a municipal corporation with full right and authority to enter into this Agreement and to consummate the transactions described in this Agreement.

(b) **Performance.** Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound.

(c) **Execution.** The execution and delivery of, and the City’s performance under, this Agreement are within the City’s powers and have been duly authorized by all requisite municipal action. Each of the Persons executing this Agreement on behalf of the City is duly authorized to do so. This Agreement constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms.

**ARTICLE VIII**

**PERFORMANCE ASSURANCES**

8.1 **Bond.** Prior to the start of construction, Developer shall submit a bond ("Bond") to the City to guarantee performance of the terms of this Agreement in an amount equal in value to 100% of the total estimated cost to complete the applicable phase construction plans submitted for approval, in a form approved by the City Attorney, which shall be filed or deposited with the City before any permits are issued by the City, and which shall remain in effect for a period of thirty (30) days after Project Completion. As progress commences, the Bond may be reduced in accordance with the amount of work completed.

**ARTICLE IX**

**INSURANCE AND INDEMNIFICATION**

9.1 **Insurance.**

(a) **General.** Developer shall carry and maintain throughout the term of this Agreement (except as specifically noted below) the following insurance policies:
i. Workers’ Compensation and Employers’ Liability Insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers’ Compensation Act and minimum policy limits for employers’ liability of $1,000,000 bodily injury for each accident, $1,000,000 bodily injury by disease policy limit and $1,000,000 bodily injury by disease each employee. The City will accept workers’ compensation coverage written by the Texas Workers’ Compensation Insurance Fund. The insurance required by this subsection shall be in effect commencing not later than the commencement of construction of any portion of the Wastewater Line, Roadways or Other Improvements (collectively, the “Improvements”).

ii. Automobile Liability Insurance for all owned, non-owned, and hired motor vehicles, which Developer, or its agents or contractors on Developer’s behalf, will utilize with respect to the Property in a minimum amount of $1,000,000, combined single limit.

iii. Commercial General Liability policy with a minimum limit of $1,000,000 per occurrence for bodily injury and/or property damage, products and completed operations with a minimum aggregate of $1,000,000 and blanket contractual coverage, independent contractors’ coverage and explosion, collapse and underground (X, C & U) coverage.

iv. For contractors/subcontractors providing professional services under this Agreement, Engineers’ Professional Liability Insurance with a minimum limit of $1,000,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The insurance required by this subsection shall be in effect commencing not later than the commencement of construction of any portion of the Project.

v. For work that involves asbestos or any Hazardous Materials or pollution, the following will be in addition to the other insurance required hereunder:

   a. Asbestos abatement endorsement or pollution coverage to the Commercial General Liability policy with minimum bodily injury and property damage limits of $1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of $1,000,000. This policy cannot exclude asbestos or any Hazardous Materials or pollution and shall provide “occurrence” coverage without a sunset clause.

   b. Pollution coverage in accordance with Title 49 CFR 171.8 requiring an MCS 90 endorsement with a $5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or
more. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of $1,000,000 or an endorsement to their Commercial General Liability Insurance policy that provides coverage for bodily injury and property damage arising out of the transportation of asbestos or other Hazardous Materials. The endorsement must, at a minimum, provide a $1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

The insurance required under this subsection will only be required concerning the entity which is actually performing such work. For example, if Developer’s contractor (instead of Developer) is performing such work, the contractor, not Developer, will be required to carry such insurance. The insurance required by this subsection shall be in effect commencing not later than the commencement of construction of any portion of the Improvements.

(b) **Special Requirements.** Developer will not cause any insurance required hereunder to be canceled or lapse during the term of this Agreement. With respect to Sections 9.1(a)(i), (ii) and (iii), insurance coverage is to be written by companies duly authorized to do business in the State of Texas at the time the policies are issued and will be written by companies with an A.M. Best rating of A-VII or better or otherwise acceptable to the City. Additionally, with respect to Sections 9.1(a)(i), (ii) and (v), all policies will contain a provision in favor of the City waiving subrogation or other rights of recovery against the City, to the extent available under Legal Requirements, and will be endorsed to provide the City with a 30-day notice of cancellation. The City will be an additional insured as its interests may appear on the Commercial General and Automobile Liability policies. All policies will provide primary coverage as applicable, with any insurance maintained by the City being excess and non-contributing. Developer will submit a certificate of insurance to the City providing evidence of insurance coverage required by this Agreement. Developer will be responsible for (i) overseeing its contractors with respect to such contractors’ obtaining and maintaining the insurance required hereunder and (ii) obtaining and keeping copies of such contractors’ insurance certificates evidencing the insurance coverages required hereunder.

(c) **Additional Insured.** All endorsements, waivers, and notices of cancellation as well as the certificate of insurance shall indicate the City as an additional insured and be delivered to: City of Hutto as provided in the Notices Section of this Agreement or such other address as the City may notify Developer in writing.

(d) **Cost.** Developer shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in the insurance policies to be carried hereunder by Developer (not by its contractors and any subcontractors). All deductibles or self-insured retentions shall be disclosed on the certificate of insurance. The insurance
coverages required under this Agreement are required minimums and are not intended to limit or otherwise establish the responsibility or liability of Developer or the City under this Agreement.

9.2 Indemnification and Release.

(a) Indemnity. Developer will indemnify and hold the City and its respective officers, directors, employees and agents harmless from, and reimburse the City and its respective officers, directors, contractors, employees and agents for and with respect to, all claims, demands, actions, damages, losses, liabilities, judgments, costs and expenses, including, without limitation, reasonable legal fees and court costs (each a “Claim”) which are suffered by, recovered from or asserted against the City or its respective officers, directors, employees and agents to the extent any such Claim arises from or in connection with (i) any Developer Event of Default, and (ii) the consequences of any alleged, established or admitted act or omission of Developer or any agents, contractors, representatives or employees of Developer but excluding Claims to the extent caused by the gross negligence or willful misconduct of the City.

(b) Claims. If the City notifies Developer of any Claim, Developer shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by Developer but reasonably satisfactory to the City; provided, that the City has the right to be represented by advisory counsel of its own selection and at its own expense; and provided further, that if any such Claim involves Developer and the City, and the City has been advised in writing by counsel that there may be legal defenses available to it which are inconsistent with those available to Developer, then the City has the right to select separate counsel to participate in the investigation and defense of and response to such Claim on its own behalf, and Developer shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel. If any Claim arises as to which the indemnity provided for in this Section applies, and Developer fails to assume within 20 days after being notified of the Claim the defense of the City, then the City may contest (or settle, with the prior written consent of Developer, which consent will not be unreasonably withheld, conditioned or delayed) the Claim at Developer’s expense using counsel selected by the City; provided, that if any such failure by Developer continues for 30 days or more after Developer is notified thereof, no such contest need be made by the City and settlement or full payment of any Claim may be made by the City without Developer’s consent and without releasing Developer from any obligations to the City under this Section so long as, in the written opinion of reputable counsel to the City, the settlement or payment in full is clearly advisable. So long as Developer does not admit liability or agree to affirmative obligations on behalf of the City, Developer is authorized to settle a Claim for itself and the City.

(c) Release. Other than to the extent caused by a City Event of Default, Developer hereby releases the City with respect to all Claims regarding any alleged, established or admitted negligent or wrongful act or omission of the City or any agents, contractors, representatives or employees of the City, INCLUDING ALL CLAIMS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY, but excluding Claims to the extent caused by the gross negligence or willful misconduct of the City. The provisions of this Section will survive the expiration or earlier termination of this Agreement.
ARTICLE X
DEFAULTS: REMEDIES: TERMINATION

10.1 Default by Developer ("Developer Event of Default").

(a) Failure to Pay. Developer fails to pay any amount required to be paid hereunder when due and such failure continues for a period of sixty (60) days after written notice thereof from the City.

(b) Abandonment or Suspension. Following commencement of construction, Developer voluntarily abandons or substantially suspends such construction for more than sixty (60) consecutive days, subject to Force Majeure.

(c) Failure to Perform Obligations. Without limiting any other provision of this Section, Developer fails to perform any other obligations or duties provided in this Agreement, subject to Force Majeure, after the time for any cure or expiration of any grace period specified therefor, or if no such time is specified, within thirty (30) days after the date of written demand by the City to Developer to perform such obligation and duty, or in the case of a default not susceptible of cure within thirty (30) days, Developer fails promptly to commence to cure such default and thereafter to prosecute diligently such cure to completion within a reasonable time, but in no event longer than one hundred twenty (120) days after the date of the written demand.

(d) Insurance. Developer fails to maintain the insurance required under Section 9.1 hereof.

(e) Assignment. Developer violates the terms of Section 11.12 hereof.

(f) Receiver and Bankruptcy. A receiver, trustee or custodian is appointed for, or takes possession of, all or substantially all of the assets of Developer, either in a proceeding brought by Developer or in a proceeding brought against Developer, and such appointment is not discharged or such possession is not terminated within ninety (90) days after the effective date thereof or Developer consents to or acquiesces in such appointment or possession; Developer files a petition for relief under the Federal Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar law (all of the foregoing collectively, "Applicable Bankruptcy Law") or an involuntary petition for relief is filed against Developer under any Applicable Bankruptcy Law and such petition is not dismissed within ninety (90) days after the filing thereof, or an order for relief naming Developer is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by Developer.

10.2 Default by City ("City Event of Default").
(a) **Failure to Pay.** City fails to pay any amount required to be paid hereunder when due and such failure continues for a period of sixty (60) days after written notice thereof from Developer.

(b) **Failure to Perform Obligations.** Without limiting any other provision of this Section, City fails to perform any other obligations or duties provided in this Agreement after the time for any cure or expiration of any grace period specified therefor, or if no such time is specified, within thirty (30) days after the date of written demand by the Developer to City to perform such obligation and duty, or in the case of a default not susceptible of cure within thirty (30) days, City fails promptly to commence to cure such default and thereafter to prosecute diligently such cure to completion within a reasonable time, but in no event longer than sixty (60) days after the date of the written demand.

(c) **Receiver and Bankruptcy.** A receiver, trustee or custodian is appointed for, or takes possession of, all or substantially all of the assets of City, either in a proceeding brought by the City or in a proceeding brought against the City, and such appointment is not discharged or such possession is not terminated within ninety (90) days after the effective date thereof or the City consents to or acquiesces in such appointment or possession; the City files a petition for relief under the Federal Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar law (all of the foregoing collectively, "Applicable Bankruptcy Law") or an involuntary petition for relief is filed against the City under any Applicable Bankruptcy Law and such petition is not dismissed within ninety (90) days after the filing thereof, or an order for relief naming the City is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by the City.

10.3 **City Remedies.** Upon the occurrence and during the continuance of a Developer Event of Default, in addition to any other remedies at law or in equity, the City may pursue the remedies set forth below:

(a) **Specific Performance.** The City may institute an action for specific performance, to the extent permitted by Legal Requirements.

(b) **Damages.** The City may pursue a claim against Developer for actual, but not punitive or consequential, damages.

(c) **Tolling of Other Obligations.** The City may toll performance of its obligations under this Agreement and any required time for performance thereof will be extended by the number of days the Developer Event of Default existed.

10.4 **Developer Remedies.** Upon the occurrence of a City Event of Default, in addition to any other remedies at law or in equity, Developer may pursue the remedies set forth below:

(a) **Termination of the Project.** Developer may terminate its obligations under this Agreement.
(b) **Specific Performance.** Developer may institute an action against the City for specific performance, to the extent permitted by Legal Requirements.

(c) **Damages.** Developer may pursue a claim against the City for actual, but not punitive or consequential, damages.

(d) **Tolling of Other Obligations.** Developer may toll performance of its obligations under this Agreement and any required time for performance thereof will be extended by the number of days the City Event of Default existed.

10.5 **Cumulative Rights/Remedies.** The rights and remedies of the parties to this Agreement are cumulative and the exercise by either party of any one or more of such remedies will not preclude the exercise by it, at the same or a different time, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner or time thereof, of any obligation of the other party or any condition to its own obligation under this Agreement will be considered a waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

**ARTICLE XI**

**MISCELLANEOUS**

11.1 **Notices.** All notices and other communications hereunder shall be in writing and, shall be delivered by hand delivery, expedited courier delivery or mailed (if mailed, by registered or certified mail, return receipt requested, postage prepaid) addressed as follows, and shall be effective upon actual delivery if delivered by hand or by expedited courier delivery or, if mailed, three days after deposit in the United States mail:

If to Developer, to:

RSI Communities – Texas LLC  
810 Hesters Crossing Rd., Suite 235  
Round Rock, TX 78681  
Attn: _________________________________  
Phone: _________________________________  
Email: _________________________________  
______________________________________

With a copy to:

RSI Communities LLC  
680 Newport Center Drive, 3rd Floor  
Newport Beach, CA 92660  
Attn: Candace Novell, VP and Asst. General Counsel
Phone: (949) 554-2816
Email: cnovell@rsicommunities.com

If to the City, to:

Odis Jones, City Manager
401 West Front Street
Hutto, Texas 78634
Phone: (512) 759-4030

With a copy to:

William H. Bingham
McGinnis Lochridge
600 Congress Avenue, Suite 2100
Austin, Texas 78701
Phone: (512) 495-6000
Facsimile: (512) 495-6093

Any party may change its address for receiving notice by giving notice of a new address in the manner herein provided; however, if mailed, notice of such new address will be effective only upon actual receipt by the other party.

11.2 **Independent Contractor.** Developer is an independent contractor with respect to the Project and is not serving as the employee or agent of the City. Nothing contained in this Agreement shall be construed as creating or constituting any partnership, joint venture, employment or agency between the parties. Each of Developer and the City has sole authority and responsibility to employ, discharge and otherwise control its own employees, and the respective employees of Developer and the City are not, and shall not be deemed to be, employees of the other. Neither party has the right or power to bind or obligate the other party for any liabilities or obligations without the prior written consent of the other party.

11.3 **Severability.** If any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable such that the intention of the parties is effected as closely as is possible.

11.4 **Construction of Agreement.** This Agreement has been reviewed and revised by legal counsel for both Developer and the City, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.
11.5 **Entire Agreement.** This Agreement, including the Exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

11.6 **No Waiver.** The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

11.7 **Governing Law; Venue.** THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED, AND IF LEGAL ACTION IS NECESSARY BY EITHER PARTY WITH RESPECT TO THE ENFORCEMENT OF ANY TERM OF THIS AGREEMENT, EXCLUSIVE VENUE FOR SAME SHALL LIE IN THE COURTS OF WILLIAMSON COUNTY, TEXAS. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (a) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION AND VENUE CONSISTENT WITH THE PREVIOUS SENTENCE, (b) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS AND DEFENSES THAT SUCH JURISDICTION AND VENUE ARE NOT PROPER OR CONVENIENT, AND (c) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW.

11.8 **Waiver of Jury Trial.** EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.9 **Attorney’s Fees.** Should any legal action be brought by either party because of a breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees and such other costs as may be found by the court or arbitrator.
11.10 **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all Persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto.

11.11 **Successors and Assigns.** Except as provided in this Section, this Agreement will be binding upon and inure to the benefit of the permitted successors and assigns of the City and Developer, and where the terms “Developer” or “the City” are used in this Agreement, they mean and include their respective permitted successors and assigns. If any party hereto assigns its interest herein as permitted hereby, the assigning party will not be released from its obligations hereunder, except to the extent it obtains a written release from the beneficiary party to such obligations, which such beneficiary party may give or withhold in its sole and absolute discretion.

11.12 **Assignment.** Developer shall have the right to assign or subcontract any or all of its obligations under this Agreement without the written consent of City. Assignment shall not relieve Developer from any of the obligations of this Agreement or of any order (whether written or oral) between City and Developer. Any such assignee or subcontractor shall be considered the agent of Developer and, as between the parties hereto, Developer shall be and remain liable as if no such assignment or subletting had been made.

11.13 **Force Majeure.** Either party hereto shall have the right to suspend performance of an obligation due to a Force Majeure event which interferes with such party’s ability to act in a manner necessary to perform its obligations hereunder. Force Majeure shall exist provided such party shall have used its commercially reasonable efforts to mitigate such effects, and such party shall have given written notice to the other party, and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence. [NOTE: defined in definitions section]

11.14 **Further Acts.** In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered by the parties, the City and Developer agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at such time or times as may be necessary or appropriate under this Agreement any and all further lawful acts, deeds, and assurances as are reasonably necessary or appropriate to consummate and implement the transactions and agreements reasonably contemplated hereby.

11.15 **Survival.** Sections ____________ shall survive expiration or termination of this Agreement.

[SIGNATURE PAGE FollowS]
IN WITNESS WHEREOF, each party hereto has signed this Agreement or caused this Agreement to be signed in its corporate name by its officer thereunto duly authorized, all as of the date first above written.

**Developer**

RSI Communities—Texas LLC,
a Delaware limited liability company

______________________________
By: _______________________
 Its: _______________________
 Date: _______________________

**City**

CITY OF HUTTO, a municipal corporation

______________________________
By: Odis Jones
 Its: City Manager
 Date: _______________________

**Attest:**

______________________________
Seth Gibson, City Secretary

Date: _______________________

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APPENDIX I

DEFINED TERMS

1. “Agreement” means this Development Agreement.

2. “Applicable Bankruptcy Law” has the meaning given in Section 10.1(f).

3. “City” means the City of Hutto, Texas, a municipal corporation.

4. “Claim” has the meaning given in Section 9.2(a).

5. “Developer” means RSI Communities—Texas LLC.

6. “Effective Date” has the meaning given in the introductory paragraph.

7. “Force Majeure” means acts of God, strikes, lockouts or other industrial disturbances, shortages of labor or materials, war, acts of public enemies, terrorism, orders of any kind of the government of the United States, the State of Texas, Williamson County, Texas, City of Hutto, or any other civil or military authority, insurrections, riots, epidemics, landslides, earthquakes, lightning, fires, hurricanes, storms, floods, washouts, other natural disasters, a party not receiving a governmental permit, license, approval or inspection in time to meet a contractual time period imposed hereunder provided that party, in good faith, was diligent in the application or request for and prosecution of the process to obtain that permit, license, approval or inspection, restraint of government and people, civil disturbances, explosions, acts or omissions of either party (or a subdivision thereof) to this Agreement or other causes not reasonably within the control of the party claiming such inability (except that in no event shall Force Majeure include (a) financial inability to perform unless such event, act or cause results primarily from the occurrence of a Force Majeure event described above, or (b) acts of the party claiming such inability, or a subdivision thereof, including without limitation any ordinances, regulations, orders or similar action by such party or a subdivision thereof).

8. “Hazardous Materials” means any substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Legal Requirements or common law, as “hazardous substance,” “hazardous material,” “hazardous waste,” “acutely hazardous,” “extremely hazardous waste,” infectious waste,” “toxic substance,” “toxic pollutant” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) or derivatives thereof. “Hazardous Materials” also include, without limitation, those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended).

9. “Jonah” has the meaning given in Section 1.2(a)(iii).

10. “Legal Requirements” means mean applicable restrictive coverants, service extension requests, zoning ordinances, and building codes; access, health, safety, environmental, and natural resource protection laws and regulations and all other applicable federal, state, and local
laws, statutes, ordinances, rules, design criteria, regulations, orders, determinations and court decisions.

11. “Party” and “Parties” have the meaning given in the introductory paragraph.

12. “Other Improvements” has the meaning given in Section 1.4.

13. “Person” means an individual, corporation, partnership, limited liability company, unincorporated organization, association, joint stock company, joint venture, trust, estate, real estate investment trust, government, agency or political subdivision thereof or other entity, whether acting in an individual, fiduciary or other capacity.

14. “Project” has the meaning given in the second recital.

15. “Project Completion” has the meaning given in Section 3.1(a).

16. “Property” has the meaning given in the first Recital.

17. “Roadways” has the meaning given in Section 1.3(a).

18. “Wastewater Line” has the meaning given in Section 1.2(a).
AGENDA ITEM NO.: 7D.  
AGENDA DATE: August 17, 2017

PRESENTED BY: Odis Jones, City Manager

ITEM: Consideration and possible action on a resolution authorizing the City Manager to execute a Development Agreement and Economic Development Performance Agreement by and between the City of Hutto and JRS Company, Inc.

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND: The City and Hutto EDC have been working diligently to diversify and expand commercial businesses in Hutto. JRS Company, Inc. wishes to relocate their company to the City of Hutto. The City has determined the location of the company within the City will be a public benefit and wishes to participate in certain costs related to the project.

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS: The Type A Hutto EDC Board approved an economic development performance agreement with JRS Company, Inc. on August 1, 2017.

CITY ATTORNEY REVIEW: The City Attorney has reviewed and approved the draft development and economic development performance agreements.

STAFF RECOMMENDATION: Staff recommends approval of the resolution and agreements.
SUPPORTING MATERIAL:
1. Resolution - JRS Company, Inc.
2. Exhibit A - Development Agreement
3. Exhibit A - Performance Economic Development Agreement
RESOLUTION NO.

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT AND ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BY AND BETWEEN THE CITY OF HUTTO, A MUNICIPAL CORPORATION, AND JRS COMPANY, INC.

WHEREAS, JRS Company, Inc. (the “Company”) intends to relocate its business onto a property in Hutto and build improvements to house the Company’s Headquarters and manufacturing facility; and

WHEREAS, the City of Hutto (the “City”) wishes to enter into a development agreement and economic development performance agreement with the Company in order to participate in certain costs related to the project; and,

WHEREAS, the City has determined that the location of the Company within the City will be a public benefit; and

WHEREAS, the City and the Company desire to work together in good faith to enhance and preserve the general area of the Project for the benefit of the Citizens of the City and surrounding area.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby approves and authorizes the City Manager to execute the Development Agreement and Economic Development Performance Agreement, attached as Exhibit “A”, a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this 17th day of August, 2017.

CITY OF HUTTO, TEXAS

_____________________________
Doug Gaul, Mayor

ATTEST:

_____________________________
Seth Gipson, City Secretary
DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into this _____ day of _____, 2017 (the “Effective Date”) by and between the City of Hutto, Texas, a municipal corporation (the “City”) and JRS Company, Inc. (the “Company”). The City and Company are sometimes referred to individually as a “Party” and collectively as the “Parties.”

Terms not otherwise defined herein shall have the meaning given in Appendix I.

RECITALS

WHEREAS, Company intends to develop a tract of land, known as the ____________ (_____ acres), more particularly described on Exhibit A attached hereto (the “Property”); and

WHEREAS, Company intends to relocate its business onto the Property and upon completion of improvements to the Property, operate its business on the Property; and

WHEREAS, the City has determined that location of the Company within the City will be a public benefit; and

WHEREAS, the City desires to participate in certain costs related to the Project.

NOW THEREFORE, for and in consideration of the promises and mutual covenants hereinafter set forth, the Parties hereby agree as follows:

ARTICLE I
PROJECT DESCRIPTION

1.1 Purpose. The Company intends to acquire the Property and construct a building of approximately 33,000 square feet in Phase One to serve as the Company’s Headquarters as a manufacturing facility. The Project will include land acquisition, engineering and architectural design work for the building, relocation expenses, site work and interior improvements to suit the Company’s needs. (The “Project.”). Phase Two will include the addition of approximately 17,000 square feet of Industrial space for a total of approximately ____________________________.

ARTICLE II
COMPANY COVENANTS

2.1 Acquisition of the Property. The Company will complete the acquisition of the Property no later than September 30, 2017.

2.2 Construction Commencement. The Company will commence construction of the Project, including site work and site improvements, no later than the end of Fourth Quarter of 2017.

2.3 Permits and Permission. The company will make timely application to the City for permits and approvals necessary to develop the Project.
2.4 **Company Operations.** The Company Headquarters will specialize in the manufacturing of aluminum sign frames and holders for doors, desktops and small wall wayfinding and will locate on the Property. At the start of manufacturing processes, the Company will commence with at least fifty-five (55) employees and grow to approximately seventy (70) employees within twelve (12) months.

2.5 **Ongoing Operations.** The Company will use its best efforts to purchase material, including construction material, including construction material within the City limits of the City or as close to the city limits as possible.

2.6 **Ongoing Employment Obligations.** After commencement of the manufacturing processes and initial employment of at least seventy (70) employees, Company shall employ at least seventy (70) employees for each of the next ten (10) years after commencement of the manufacturing processes. Company will provide to City, on or before March 1 of each year, a certification signed by an officer of the Company that as of January 1 of the year of the certification, Company employs at least seventy (70) employees within its facility in the Project.

2.7 **Anticipated Costs.** The Company anticipates that it will spend in excess of five and one-half million dollars ($5,500,000) on the Project including land, planning, relocation expenses, equipment and construction.

2.8 **Requests by the Company.** The Company has requested assistance from the City and City of Hutto Economic Development Corporation certain economic incentives to facilitate the move of the Company to the City, development of the Project and continued offers of employment to area citizens.

2.9 **Financial Statements.** The Company will provide quarterly financial statements to the City commencing June 1, 2018. The City will maintain the financial agreements in a confidential manner and will enter into a confidentiality agreement with the Company if requested by the Company.

2.10 **Ceasing to Do Business.** If the Company ceases to do business on the Property or at an alternative location within the City limits, within fifteen (15) years of the date of commencement of the Project, the Company will repay any economic incentive benefits received by the Company prior to the date of ceasing to operate within thirty (30) days after demand by the City.

2.11 **Owners of Equity in the Company.** Any owner of equity in the Company having a ten percent (10%) or more ownership interest shall be a signatory party to this development.

**ARTICLE III**
**CITY AGREEMENTS**

3.1 **City Economic Incentives.** Contingent upon the Company meeting its obligations set out herein, the City agrees to provide the following to Company:
(a) Conditioned upon the payment by the Company of City-imposed ad valorem property taxes on the Property and improvements on the Property, within thirty (30) days after receipt of the Property tax payment, commencing January 1, 2018, the City will pay to the Company fifty percent (50%) of ad valorem taxes levied by the City on the Property and improvements on the Property. This payment will be made by the City to the Company under a Local Government Code § 380 agreement. The payments will continue until the Company has received total payments under this provision in the amount of $550,000. These payments are conditioned upon the Company commencing construction prior to January of 2018, paying City ad valorem tax payments and complying with the Company Covenants and other provisions of this Agreement.

(b) The City will recommend that the Hutto Economic Development Corporation Type A and Hutto Economic Development Corporation B provide a grant to the Company in the total amount of two hundred and fifty thousand dollars ($250,000), based on twenty-five thousand dollars ($25,000) grant per year, over of period of ten (10) years, commencing on January 1, after commencement of construction of the Project by the Company for relocation and other associated eligible costs. The recommended twenty-five thousand dollar ($25,000) per year grant would be payable to the Company on or before January 30th of each year until the entire grant amount has been paid. The purpose of the City request is to assist the City in carrying out an industrial development project for the benefit of the citizens of the City. The Company will use the funds granted to pay relocation and moving expenses.

(c) The grant from the Hutto Economic Development Corporation Type A will be evidenced by a separate agreement between the Hutto Economic Development Corporation Type A and the Company.

ARTICLE IV
TERM

4.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue for fifteen (15) years.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of Company.

(a) Authorization. Company is a company duly organized, validly existing, and in good standing under the laws of the State of ________________ with authority to perform its obligations under this Agreement.

(b) Performance. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Company is a party or by which Company may be bound.
(c) **Execution.** The execution and delivery by Company of, and Company’s performance under, this Agreement are within Company’s powers and have been duly authorized by all requisite organizational action. The Person executing this Agreement on behalf of Company has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Company enforceable in accordance with its terms.

(d) **Litigation.** Company has not received written notice and has no actual knowledge of any litigation pending or threatened against Company that might adversely affect the Property or the Project or Company’s ability to perform its obligations under this Agreement.

5.2 **Representations and Warranties of City.**

(a) **Authorization.** The City is a municipal corporation with full right and authority to enter into this Agreement and to consummate the transactions described in this Agreement.

(b) **Performance.** Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound.

(c) **Execution.** The execution and delivery of, and the City’s performance under, this Agreement are within the City’s powers and have been duly authorized by all requisite municipal action. Each of the Persons executing this Agreement on behalf of the City is duly authorized to do so. This Agreement constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms.

**ARTICLE VI**

**INDEMNIFICATION**

6.1 **Indemnification and Release.**

(a) **Indemnity.** Company will indemnify and hold the City and its respective officers, directors, employees and agents harmless from, and reimburse the City and its respective officers, directors, contractors, employees and agents for and with respect to, all claims, demands, actions, damages, losses, liabilities, judgments, costs and expenses, including, without limitation, reasonable legal fees and court costs (each a “Claim”) which are suffered by, recovered from or asserted against the City or its respective officers, directors, employees and agents to the extent any such Claim arises from or in connection with (i) any Company Event of Default, (ii) the consequences of any alleged, established or admitted act or omission of Company or any agents, contractors, representatives or employees of Company, and (iii) any alleged, established or admitted act or omission of the City or any agents, contractors, representatives or employees of the City, INCLUDING ALL CLAIMS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY, but excluding Claims to the extent caused by the gross negligence or willful misconduct of the City.
(b) **Claims.** If the City notifies Company of any Claim, Company shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by Company but reasonably satisfactory to the City; provided, that the City has the right to be represented by advisory counsel of its own selection and at its own expense; and provided further, that if any such Claim involves Company and the City, and the City has been advised in writing by counsel that there may be legal defenses available to it which are inconsistent with those available to Company, then the City has the right to select separate counsel to participate in the investigation and defense of and response to such Claim on its own behalf, and Company shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel. If any Claim arises as to which the indemnity provided for in this Section applies, and Company fails to assume within 20 days after being notified of the Claim the defense of the City, then the City may contest (or settle, with the prior written consent of Company, which consent will not be unreasonably withheld, conditioned or delayed) the Claim at Company’s expense using counsel selected by the City; provided, that if any such failure by Company continues for 30 days or more after Company is notified thereof, no such contest need be made by the City and settlement or full payment of any Claim may be made by the City without Company’s consent and without releasing Company from any obligations to the City under this Section so long as, in the written opinion of reputable counsel to the City, the settlement or payment in full is clearly advisable. So long as Company does not admit liability or agree to affirmative obligations on behalf of the City, Company is authorized to settle a Claim for itself and the City.

(c) **Release.** Other than to the extent caused by a City Event of Default, Company hereby releases the City with respect to all Claims regarding any alleged, established or admitted negligent or wrongful act or omission of the City or any agents, contractors, representatives or employees of the City, INCLUDING ALL CLAIMS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY, but excluding Claims to the extent caused by the gross negligence or willful misconduct of the City. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

**ARTICLE VII**

**DEFAULTS; REMEDIES; TERMINATION**

7.1 **Default by Company.**

(a) **Failure to Pay.** Company fails to pay any amount required to be paid hereunder when due and such failure continues for a period of sixty (60) days of written notice thereof from the City.

(b) **Abandonment or Suspension.** Following commencement of construction, Company voluntarily abandons or substantially suspends such construction for more than forty-five (45) consecutive days, subject to Force Majeure.

(c) **Failure to Perform Obligations.** Without limiting any other provision of this Section, Company fails to perform any other obligations or duties provided in this Agreement, subject to Force Majeure, after the time for any cure or expiration of any grace period specified therefor, or if no such time is specified, within thirty (30)
days after the date of written demand by the City to Company to perform such obligation and duty, or in the case of a default not susceptible of cure within thirty (30) days, Company fails promptly to commence to cure such default and thereafter to prosecute diligently such cure to completion within a reasonable time, but in no event longer than one hundred twenty (120) days after the date of the written demand.

(d) **Assignment.** Company attempts to assign rights under this Agreement.

(e) **Receiver and Bankruptcy.** A receiver, trustee or custodian is appointed for, or takes possession of, all or substantially all of the assets of Company, either in a proceeding brought by Company or in a proceeding brought against Company, and such appointment is not discharged or such possession is not terminated within ninety (90) days after the effective date thereof or Company consents to or acquiesces in such appointment or possession; Company files a petition for relief under the Federal Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar law (all of the foregoing collectively, “Applicable Bankruptcy Law”) or an involuntary petition for relief is filed against Company under any Applicable Bankruptcy Law and such petition is not dismissed within ninety (90) days after the filing thereof, or an order for relief naming Company is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by Company.

7.2 **Default by City.**

(a) **Failure to Pay.** City fails to pay any amount required to be paid hereunder when due and such failure continues for a period of sixty (60) days written notice thereof from Company.

(b) **Receiver and Bankruptcy.** A receiver, trustee or custodian is appointed for, or takes possession of, all or substantially all of the assets of City, either in a proceeding brought by the City or in a proceeding brought against the City, and such appointment is not discharged or such possession is not terminated within ninety (90) days after the effective date thereof or the City consents to or acquiesces in such appointment or possession; the City files a petition for relief under the Federal Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar law (all of the foregoing collectively, “Applicable Bankruptcy Law”) or an involuntary petition for relief is filed against the City under any Applicable Bankruptcy Law and such petition is not dismissed within ninety (90) days after the filing thereof, or an order for relief naming the City is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by the City.
7.3 **City Remedies.** Upon the occurrence and during the continuance of an Event of Default by Company, in addition to any other remedies at law or in equity, the City may pursue the remedies set forth below:

(a) **Specific Performance.** The City may institute an action for specific performance, to the extent permitted by Legal Requirements.

(b) **Damages.** The City may pursue a claim against Company for actual, but not punitive or consequential, damages.

(c) **Tolling of Other Obligations.** The City may toll performance of its obligations under this Agreement and any required time for performance thereof will be extended by the number of days the Company Event of Default existed.

7.4 **Company Remedies.** Upon the occurrence of an Event of Default by the City, in addition to any other remedies at law or in equity, Company may pursue the remedies set forth below:

(a) **Termination of the Project.** Company may terminate its obligations under this Agreement.

7.5 **Cumulative Rights/Remedies.** The rights and remedies of the parties to this Agreement are cumulative and the exercise by either party of any one or more of such remedies will not preclude the exercise by it, at the same or a different time, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner or time thereof, of any obligation of the other party or any condition to its own obligation under this Agreement will be considered a waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

**ARTICLE VIII**
**MISCELLANEOUS**

8.1 **Notices.** All notices and other communications hereunder shall be in writing and, shall be delivered by hand delivery, expedited courier delivery or mailed (if mailed, by registered or certified mail, return receipt requested, postage prepaid) addressed as follows, and shall be effective upon actual delivery if delivered by hand or by expedited courier delivery or, if mailed, three days after deposit in the United States mail:

If to Company, to:

____________________________________
____________________________________
____________________________________
____________________________________
8.2 **Independent Contractor.** Company is an independent contractor with respect to the Project and is not serving as the employee or agent of the City. Nothing contained in this Agreement shall be construed as creating or constituting any partnership, joint venture, employment or agency between the parties. Each of Company and the City has sole authority and responsibility to employ, discharge and otherwise control its own employees, and the respective employees of Company and the City are not, and shall not be deemed to be, employees of the other. Neither party has the right or power to bind or obligate the other party for any liabilities or obligations without the prior written consent of the other party.

8.3 **Severability.** If any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or
unenforceable clause or provision as may be possible and be legal, valid, and enforceable such that the intention of the parties is effected as closely as is possible.

8.4 **Construction of Agreement.** This Agreement has been reviewed and revised by legal counsel for both Company and the City, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

8.5 **Entire Agreement.** This Agreement, including the Exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

8.6 **No Waiver.** The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

8.7 **Governing Law; Venue.** THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED, AND IF LEGAL ACTION IS NECESSARY BY EITHER PARTY WITH RESPECT TO THE ENFORCEMENT OF ANY TERM OF THIS AGREEMENT, EXCLUSIVE VENUE FOR SAME SHALL LIE IN THE COURTS OF WILLIAMSON COUNTY, TEXAS. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (a) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION AND VENUE CONSISTENT WITH THE PREVIOUS SENTENCE, (b) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS AND DEFENSES THAT SUCH JURISDICTION AND VENUE ARE NOT PROPER OR CONVENIENT, AND (c) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW.

8.8 **Waiver of Jury Trial.** EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS
WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

8.9 **Attorney’s Fees.** Should any legal action be brought by either party because of a breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees and such other costs as may be found by the court or arbitrator.

8.10 **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all Persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto.

8.11 **Successors and Assigns.** Except as provided in this Section, this Agreement will be binding upon and inure to the benefit of the permitted successors and assigns of the City and Company, and where the terms “Company” or “the City” are used in this Agreement, they mean and include their respective permitted successors and assigns. If any party hereto assigns its interest herein as permitted hereby, the assigning party will not be released from its obligations hereunder, except to the extent it obtains a written release from the beneficiary party to such obligations, which such beneficiary party may give or withhold in its sole and absolute discretion.

8.12 **Assignment.** Company shall not assign or subcontract any or all of its obligations under this Agreement without the written consent of City, which may be withheld by City in its sole discretion. In the event that such consent is given, it shall not relieve Company from any of the obligations of this Agreement or of any order (whether written or oral) between City and Company. Any such assignee or subcontractor shall be considered the agent of Company and, as between the parties hereto, Company shall be and remain liable as if no such assignment or subletting had been made.

8.13 **Force Majeure.** Either party hereto shall have the right to suspend performance of an obligation due to a Force Majeure event which interferes with such party’s ability to act in a manner necessary to perform its obligations hereunder. Force Majeure shall mean any event or circumstances (whether arising from natural causes, human or governmental agency or otherwise) beyond the reasonable control of the party invoking Force Majeure, including strikes, lockouts or other labor disputes, civil strife, war, terrorist attack, casualty, earthquake, riot, heavy rains, flood, fire, or acts of God, or any other cause beyond the reasonable control of the party invoking this section, and if such party shall have used its commercially reasonable efforts to mitigate such effects, and such party shall have given written notice to the other party, and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.
8.14 **Further Acts.** In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered by the parties, the City and Company agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at such time or times as may be necessary or appropriate under this Agreement any and all further lawful acts, deeds, and assurances as are reasonably necessary or appropriate to consummate and implement the transactions and agreements reasonably contemplated hereby.

8.15 **Survival.** Sections ______________ shall survive expiration or termination of this Agreement.

[signature page follows]
IN WITNESS WHEREOF, each party hereto has signed this Agreement or caused this Agreement to be signed in its corporate name by its officer thereunto duly authorized, all as of the date first above written.

Company, (Any owner of equity in the Company having a ten percent (10%) or more ownership interest )

By: ____________________________

Its: ____________________________

Date: ____________________________

City

CITY OF HUTTO, a municipal corporation

By: Odis Jones

Its: City Manager

Date: ____________________________

Attest:

Seth Gipson, City Secretary

Date: ____________________________
APPENDIX I

DEFINED TERMS

1. “Agreement” means this Development Agreement.
2. “Applicable Bankruptcy Law” has the meaning given in Section 7.1(e).
3. “City” means the City of Hutto, Texas, a municipal corporation.
4. “Claim” has the meaning given in Section 6.1(a).
5. “Company” means JRS Company, Inc.
6. “Effective Date” has the meaning given in the introductory paragraph.
7. “Force Majeure” means acts of God, strikes, lockouts or other industrial disturbances, shortages of labor or materials, war, acts of public enemies, terrorism, orders of any kind of the government of the United States, the State of Texas, Williamson County, Texas, City of Hutto, or any other civil or military authority, insurrections, riots, epidemics, landslides, earthquakes, lightning, fires, hurricanes, storms, floods, washouts, other natural disasters, a party not receiving a governmental permit, license, approval or inspection in time to meet a contractual time period imposed hereunder provided that party, in good faith, was diligent in the application or request for and prosecution of the process to obtain that permit, license, approval or inspection, restraint of government and people, civil disturbances, explosions, acts or omissions of either party (or a subdivision thereof) to this Agreement or other causes not reasonably within the control of the party claiming such inability (except that in no event shall Force Majeure include (a) financial inability to perform unless such event, act or cause results primarily from the occurrence of a Force Majeure event described above, or (b) acts of the party claiming such inability, or a subdivision thereof, including without limitation any ordinances, regulations, orders or similar action by such party or a subdivision thereof).
8. “Hazardous Materials” means any substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Legal Requirements or common law, as “hazardous substance,” “hazardous material,” “hazardous waste,” “acutely hazardous,” “extremely hazardous waste,” infectious waste,” “toxic substance,” “toxic pollutant” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) or derivatives thereof. “Hazardous Materials” also include, without limitation, those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended).
9. “Legal Requirements” means applicable restrictive covenants, service extension requests, zoning ordinances, and building codes; access, health, safety, environmental, and natural
resource protection laws and regulations and all other applicable federal, state, and local laws, statutes, ordinances, rules, design criteria, regulations, orders, determinations and court decisions.

10. “Party” and “Parties” have the meaning given in the introductory paragraph.

11. “Other Improvements” has the meaning given in Section 1.4. [A1]

12. “Person” means an individual, corporation, partnership, limited liability company, unincorporated organization, association, joint stock company, joint venture, trust, estate, real estate investment trust, government, agency or political subdivision thereof or other entity, whether acting in an individual, fiduciary or other capacity.
ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT (this “Agreement”) is made and entered by and between the Hutto Economic Development Corporation (referred to herein as “HEDC”), a Texas economic development corporation operating pursuant to Texas Local Government Code Chapters 501 and 504, and The JRS Company, INC. (“JRS”), a corporation incorporated under California law. HEDC and JRS may be referred singularly as “Party” and jointly as the “Parties.”

WHEREAS, the HEDC Board finds it is a Texas Type A economic development corporation operating pursuant to the applicable provisions of the Texas Local Government Code, as amended and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and,

WHEREAS, the HEDC Board finds JRS is a California corporation desirous of lawfully conducting business in the City of Hutto, Williamson County, Texas; and,

WHEREAS, the HEDC Board finds that the Project, as defined herein, is required or suitable for the development, retention or expansion of manufacturing and industrial facilities and as such is a permissible project as provided by Chapter 501 of the Texas Local Government Code.

WHEREAS, the HEDC Board finds that the Project meets the requirements of Chapters 501 and 504 of the Texas Local Government Code.

1. Definitions.
   a. “Effective Date” is the date this Agreement is last executed to be effective by HEDC, the City if necessary, and JRS.
   b. “City” means the City of Hutto, Texas.
   c. “Company” means JRS Company, Inc.
   d. “Equipment” means any and all furniture, fixtures, and equipment as identified as FFE for taxation purposes located on the Property.
   e. “Project” means JRS’s planned improvement of the Property, including the relocation the personal property used for operations and establishing a manufacturing center.
   f. “Property” means the William Gatlin Survey A-271 Block A Lots 5, 6, and 7 in the Burge Business Park in Hutto, Texas 78634.

2. Grant. Subject to the provisions herein, HEDC shall provide a grant to JRS in a total amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000), based on a Twenty-Five Thousand Dollar ($25,000) grant per year, over a period of ten (10) years, commencing on January 1, after commencement of construction of the Project by JRS for reimbursement to JRS of the actual moving costs associated with relocating its business from Covina, CA to the City and other associated pre-approved HEDC eligible costs. Subject to Section 3, HEDC shall pay JRS Twenty-Five Thousand Dollar ($25,000) per grant year on or before March 30th of each grant year, until the entire grant amount has been paid or the end of the term of this Agreement, whichever occurs first.
3. **Rights and Obligations of JRS.** In consideration of HEDC’s grant provided as an incentive under this Agreement, JRS agrees as follows:

   a. **Purchase of the Property.** JRS shall purchase the Property and construct a minimum of thirty-three thousand (33,000) square foot building on the Property and occupy the Property as a commercial business for at least fifteen (15) years.

   b. **Provide Jobs.** Within the start of the manufacturing processes, the Company will commence with at least seventy (70) employees and shall maintain a minimum of seventy (70) full-time, benefit eligible, employees to work at the Property every work day. JRS agrees to provide to HEDC no later than March 1 of each year an affidavit stating the number of employees that it had as of December 31 of the previous calendar year. JRS shall deliver this affidavit to HEDC at 321 Ed Schmidt Blvd. Suite 200, Hutto, TX 78634. The said affidavit shall be in the form attached hereto as **Exhibit B.** In the event JRS does not meet the employment requirement for any grant year, HEDC shall not be required to pay JRS the annual grant payment. However, HEDC may allow the grant payment to roll over to a following year within the term of the Agreement.

   c. **Compliance with Development Regulations and Other Ordinances.** JRS shall comply with the City’s approval processes and shall improve the Property consistent with City building and development ordinances, City development regulations, and other City development requirements.

   d. **JRS Accounting.** JRS shall maintain complete books and records showing that it has complied with its obligations herein, which books and records shall be deemed complete if kept in accordance with generally acceptable accounting principles. Such books and records shall be available for examination by the duly authorized officers or agents of HEDC during normal business hours upon request made not less than ten (10) business days prior to the date of such examination.

   e. **JRS Development Covenants.** In consideration of HEDC’s agreement to enter into this Agreement, in addition to JRS’s other covenants and representations, JRS represents that it is required to purchase the Property and build an office and manufacturing center for the purpose of manufacturing, warehousing, and selling quality sign frames and holders (the “Facilities”) in the City, and JRS acknowledges that HEDC’s obligations hereunder are conditioned upon JRS’s continued operation of the Facilities throughout the term of this Agreement. JRS further agrees that regardless of anything contained herein to the contrary, during the term of this Agreement, shall develop the Property and purchase Equipment to be located on the Property so that the total value of the Taxable Property (real property and business personal property) located on the Property is appraised at a value not less than Three Million, Five Hundred Thousand Dollars ($3,500,000), according to the Williamson County Appraisal District (WCAD).

4. **Use of Funds.** JRS agrees that, during the term of this Agreement, JRS will not (1) sell or transfer the Property and Equipment or any interest therein to any entity other than an entity that agrees to be bound by the terms of this Agreement and not without the prior written consent of HEDC and the City, which may be withheld by HEDC and the City, in its discretion; and (2) fail to pay all taxes due on the Property and Equipment located on the Property.
JRS further declares that it understands that the funds used to reimburse the Project may only be used in accordance with Texas law and the Articles of Incorporation and bylaws of HEDC. To the best of HEDC’s knowledge, the purposes for which the grant is made available hereunder are consistent with and do not exceed those limitations. If an audit determines that any part of such funds were not used consistently with such limitations and purposes, JRS shall reimburse HEDC for any sums of money not used for purposes consistent with this Agreement or such limitations.

5. **Time is of the essence in this Agreement.**

6. **Term of Agreement** – The term of this agreement will be from its Effective Date until the December 31, 2032.

7. **No Assignment Permitted.** This Agreement is not assignable, either in whole or part, by JRS without the written consent (which consent shall not be unreasonably withheld, conditioned or denied) of HEDC and the City of Hutto, and any such assignment without HEDC’s and the City of Hutto’s consent shall be void and of no force or effect. Notwithstanding, HEDC and the City of Hutto may assign this agreement at any time, and the terms of this agreement may be enforced by HEDC, the City of Hutto or any of their agents or assignees.

8. **No Partnership, Joint Venture.** The Parties agree that there is not, by reason of this Agreement or any transaction contemplated hereby, any joint venture or partnership between HEDC and JRS. Nothing herein shall in any way be construed as a commitment to any financial support of JRS by HEDC beyond that expressly stated herein. In performing the duties detailed herein, no officer, agent or employee of JRS shall be an officer, agent or employee of HEDC and HEDC shall have no duties to any officer, agent or employee of JRS.

9. **Good Faith; Normal Business Operations.** The Parties agreed that this Agreement has been entered into in good faith and that each Party shall act in good faith in complying with its provisions. The Parties further agree to transact all their business under and that relates to this Agreement in accordance with their normal business operations.

10. **Authority.** Subject to the City’s approval, if necessary, HEDC’s execution of this Agreement is authorized under the Texas Local Government Code and constitutes a valid and binding obligation of HEDC, in the event JRS proceeds with the improvement and occupancy of the Property. HEDC acknowledges that JRS is acting in reliance upon HEDC’s performance of its obligations under this Agreement in making its decision to commit substantial resources and money to improve and occupy the Property.

11. **Miscellaneous.**

a. **Repayment.** In accordance with Texas Local Government Code §501.158, as amended, JRS shall repay the entire grant to HEDC within thirty (30) days of demand if JRS does not meet the performance obligations contained herein (except employment requirements) or any other statutory mandates or requirements. Any repayment from JRS to HEDC shall incur interest at the highest rate per annum allowed by the applicable law of the State of Texas from the date such refund is due until paid. If JRS does not satisfy its employment
requirements, it shall not be entitled to a grant payment and no repayment to HEDC is required.

b. JRS agrees to comply with the following conditions and shall repay all or a portion of the grant to HEDC as provided pursuant to this Agreement within 30 days of the Occurrence of Default which shall be a breach of any material provision of this agreement, or any statutory mandates or requirements, specifically but not limited to, any of the following:

i. JRS ceases manufacturing operations in Hutto, Texas prior to December 31, 2032.

c. **Occurrence of Default.** If either HEDC or JRS should default in the performance of any obligations of this Agreement, the other Party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If HEDC remains in default after notice and opportunity to cure, JRS shall have the right to pursue any remedy at law or in equity for HEDC’s breach. If JRS remains in default after notice and opportunity to cure, HEDC shall have the right to pursue any remedy at law or in equity for JRS’s breach.

d. **Attorney’s Fees.** In the event any legal action or proceeding is commenced by a Party to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable and necessary attorney’s fees and expenses incurred by reason of such action, to the extent allowed by law.

e. **Entire Agreement.** This Agreement contains the entire agreement between the Parties.

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

g. **Amendment.** This Agreement only may be amended by the mutual written agreement of the parties.

h. **Termination.** In the event JRS elects not to proceed with the Project as contemplated by this Agreement prior to any grant payment, JRS shall notify HEDC in writing of such election, and this Agreement and the obligations on the part of both Parties shall thereafter be deemed terminated and of no further force or effect. Notwithstanding the above, in the event JRS does not substantially complete the improvement of the Project and open the business in the City by the December 31, 2018 (subject to delays caused by an event of force majeure), HEDC may terminate this Agreement by giving JRS notice thereof prior to the date the Project is opened for business without any other action required.

i. **Notice.** Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or delivered on the third day by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:
1. If to HEDC:  Hutto Economic Development Corporation (HEDC)
   321 Ed Schmidt Blvd., Suite 200
   Hutto, TX  78634
   Attn:  President & CEO
   Phone:  (512) 759-2806
   Email:  tchase@huttoedc.com

   With a required copy to:

   Denton Navarro Rocha Bernal & Zech, PC
   Attn.: Charlie Zech
   2500 W. William Cannon, Ste. 609
   Austin, Texas 78745

2. If to JRS:  The JRS Company, Inc

   __________________________________________
   __________________________________________

3. Either Party may designate a different address at any time upon written notice to the other party.

   j. Interpretation. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

   k. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one Agreement.

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

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

   n. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
o. **No Third Party Beneficiaries.** This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

p. **Force Majeure.** Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party’s reasonable control (an “event of force majeure”). An event of force majeure for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; litigation; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay. Except as otherwise expressly provided, herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any event of force majeure.

q. **Undocumented Workers.** Pursuant to Chapter 2264 of the Texas Government Code, JRS certifies that it will not knowingly employ any undocumented workers. JRS further agrees that if JRS, or a branch, division, or department of JRS, is convicted of a violation under 8 U.S.C. Section 1324a(f), JRS shall repay the entire grant it received under this Agreement with interest at a rate of ten percent (10%) per annum from the date JRS received the first grant payment until JRS repays the entire grant it received.

r. **Exhibit.** The following Exhibits are attached and incorporated by reference for all purposes:

   i. **Exhibit A:** Property Description

   ii. **Exhibit B:** Job Compliance and Annual Payroll Affidavit

EXECUTED to be effective as of the ____ day of ________, 2017.
Hutto Economic Development Corporation Type A,
a Texas not-for-profit corporation

By: _______________________________
       ________________________, Chairman

The JRS Company, INC.

By: _______________________________
   Its: __________________________

Date: _____________ __, 2017

City of Hutto, a municipal corporation

________________________________
By: Odis Jones
   Its: City Manager
Date: _________________________ __, 2017
EXHIBIT A

Property Description

William Gatlin Survey A-271 Block A Lots 5, 6, and 7 in the Burge Business Park in Hutto, Texas 78634.
EXHIBIT B

JOB COMPLIANCE AND ANNUAL PAYROLL AFFIDAVIT

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED __________________ (NAME) ____________________, KNOWN TO ME TO BE THE PERSON WHOM NAME IS SUBSCRIBED BELOW AND AFTER HAVING BEEN DULY SWORN, ON HIS/HER OATH STATED AS FOLLOWS:

1. “MY NAME IS ____________________, I AM OVER THE AGE OF 21 YEARS AND AM CAPABLE OF MAKING THIS AFFIDAVIT. THE FACTS STATED IN THIS AFFIDAVIT ARE WITHIN MY PERSONAL KNOWLEDGE AND ARE TRUE AND CORRECT.

2. “I AM THE _______ (TITLE) ___________ OF JRS AND I AM DULY AUTHORIZED TO MAKE THIS AFFIDAVIT.

3. “AS OF DECEMBER 31, 201__, JRS HAD THE FOLLOWING JOB POSITIONS AND SALARIES:

<table>
<thead>
<tr>
<th>EMPLOYEE ID NO.</th>
<th>JOB POSITION OR TITLE</th>
<th>ANNUAL SALARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______________</td>
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<td>$ __________</td>
</tr>
<tr>
<td>_______________</td>
<td>_______________</td>
<td>$ __________</td>
</tr>
</tbody>
</table>
TOTAL JOBS

TOTAL ANNUAL SALARY  

TOTAL ANNUAL OVERTIME  

TOTAL ANNUAL BENEFITS  

TOTAL ANNUAL PAYROLL  

DATED THIS ___ DAY OF ______, 20__.

____________________  
(PRINTED NAME)

____________________  
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS THE _____ DAY OF ______, 20__.

____________________  
NOTARY PUBLIC, STATE OF TEXAS
CITY OF HUTTO
CITY COUNCIL AGENDA

AGENDA ITEM NO.: 7E. AGENDA DATE: August 17, 2017

PRESENTED BY: Odis Jones, City Manager

ITEM:

Consideration and possible action on a resolution authorizing the City Manager to negotiate and execute a Development Agreement by and between the City of Hutto and Roberto and Maryann Maldonado to advance Phase 2 of the Innovation Business Park.

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

SUPPORTING MATERIAL:
1. Resolution - Development Agreement Maldonado
RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF HUTTO, A MUNICIPAL CORPORATION, AND ROBERTO AND MARYANN MALDONADO.

WHEREAS, the City of Hutto (the City) entered into a Development Agreement with Titan Innovation Business Park, LLC, (the “Developer”), Chris and Clay Schneider, and Veronica Bolander for the development of Phase I of a Business park on April 13, 2017; and,

WHEREAS, Developer intends to acquire, through option agreements or otherwise, approximately 103 acres of real property known as the Maldonado Tracts (the “Property”), located within the extraterritorial jurisdiction of the City of Hutto and subject to executed annexation development agreements and more specifically shown on Exhibit “A”, attached hereto and incorporated herein; and

WHEREAS, Developer intends to develop the Property as an industrial/business park including the construction of multiple institutional quality tilt wall buildings; and

WHEREAS, the City has found and determined that the development of the Property will further the public interest and welfare, and that the benefits that will accrue to the City are consistent with the City’s economic development objectives to increase property and sale and use taxes, and the attraction of new jobs, and is necessary to promote and develop new business enterprises while striving to ensure compatibility with surrounding land uses; and

WHEREAS, the City and Developer desire to set forth in this Agreement the terms and conditions of reimbursements and conveyances to be made to Developer to help defray certain costs incurred in the development of the Property; and

WHEREAS, Maldonados wish to convey to the City approximately ___ acres of land to be utilized for the extension and construction of Technology Blvd at the locations shown on Exhibit “___”, and approximately ___ acres of land to be utilized as a regional retention pond at the location shown on Exhibit “___”. The exact descriptions of both acquisitions shall be determined by a metes and bounds survey prepared on behalf of the City prior to closing. Maldonados agree to convey the two above-described tracts for $1.00 per square foot, as determined by the final surveys.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby approves and authorizes the City Manager to negotiate and execute a Development Agreement with Roberto and Maryann Maldonado to advance Phase 2 of the Innovation Business Park.

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 17th day of August, 2017.

CITY OF HUTTO, TEXAS

_____________________________
Doug Gaul, Mayor

ATTEST:

_____________________________
Seth Gipson, City Secretary
AGENDA ITEM NO.: 8A.  AGENDA DATE: August 17, 2017

PRESENTED BY: MA Partners

ITEM: Presentation and discussion with MA Partners and the Butler Family Trust concerning the development of the Co-op Property.

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:
Representatives from MA Partners and the Butler Family Trust will present updates to the City Council regarding the development of the Co-op Property.

BUDGETARY AND FINANCIAL SUMMARY:
Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
Not applicable.

STAFF RECOMMENDATION:
Not applicable.

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

AGENDA ITEM NO.: 8C. AGENDA DATE: August 17, 2017

PRESENTED BY: Michel Sorrell, Chief Financial Officer

ITEM: Presentation and discussion concerning the City’s financial statements and investments as of July 31, 2017.

STRATEGIC GUIDE POLICY: Fiscal Responsibility

ITEM BACKGROUND:
Presentation of financial statements, budget to actual comparison, and investment balances as of July 31, 2017.

BUDGETARY AND FINANCIAL SUMMARY:
Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
Not applicable.

STAFF RECOMMENDATION:
Not applicable.

SUPPORTING MATERIAL:
1. Balance Sheet as of July 31, 2017
2. Budget to Actual Comparison as of July 31, 2017
3. Fund Balance Report as of July 31, 2017
4. Investment Report as of July 31, 2017
### Fund: 10 - General Fund

<table>
<thead>
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<th>Assets</th>
<th>Balance</th>
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<tr>
<td>Total Assets:</td>
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<tr>
<td>Liability</td>
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<td>Total Revenue</td>
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<td>Total Expense</td>
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<tr>
<td>Revenues Over/Under Expenses</td>
<td>$2,097,255.64</td>
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<td>Total Equity and Current Surplus (Deficit):</td>
<td>$6,043,792.89</td>
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<td>Total Liabilities, Equity and Current Surplus (Deficit):</td>
<td>$6,808,597.51</td>
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### Balance Sheet

**Fund: 11 - General Debt Service Fund**

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<th>Balance</th>
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<tr>
<td><strong>Total Assets:</strong></td>
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<tr>
<td><strong>Total Liabilities:</strong></td>
<td>20,603.90</td>
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<td><strong>Total Equity:</strong></td>
<td>98,869.02</td>
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</table>

**Total Revenue:** 1,365,311.14

**Total Expense:** 318,886.88

**Revenues Over/Under Expenses:** 1,046,424.26

**Total Equity and Current Surplus (Deficit):** 1,145,293.28

**Total Liabilities, Equity and Current Surplus (Deficit):** 1,165,897.18
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<th>Description</th>
<th>Balance</th>
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<td><strong>Total Liabilities, Equity and Current Surplus (Deficit):</strong></td>
<td>469,531.54</td>
</tr>
<tr>
<td>Fund: 19 - General Fixed Assets Grp. Fund</td>
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<tr>
<td>-----------------------------------------</td>
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</tr>
<tr>
<td><strong>Assets</strong></td>
<td></td>
</tr>
<tr>
<td>Total Assets:</td>
<td></td>
</tr>
<tr>
<td>70,496,093.82</td>
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</tr>
<tr>
<td><strong>Liability</strong></td>
<td></td>
</tr>
<tr>
<td>Total Liability:</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
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</tr>
<tr>
<td><strong>Equity</strong></td>
<td></td>
</tr>
<tr>
<td>Total Beginning Equity:</td>
<td></td>
</tr>
<tr>
<td>70,496,093.82</td>
<td></td>
</tr>
<tr>
<td>Total Revenue</td>
<td></td>
</tr>
<tr>
<td>0.00</td>
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<tr>
<td>Total Expense</td>
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</tr>
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<td>0.00</td>
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</tr>
<tr>
<td>Revenues Over/Under Expenses</td>
<td></td>
</tr>
<tr>
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<tr>
<td><strong>Total Equity and Current Surplus (Deficit):</strong></td>
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</tr>
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<td>70,496,093.82</td>
<td></td>
</tr>
<tr>
<td><strong>Total Liabilities, Equity and Current Surplus (Deficit):</strong></td>
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<tr>
<td>70,496,093.82</td>
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</tr>
<tr>
<td>Fund: 20 - Court Technology Fund</td>
<td>Balance</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>----------------------------</td>
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<tr>
<td><strong>Assets</strong></td>
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</tr>
<tr>
<td>Total Assets:</td>
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<td><strong>Liability</strong></td>
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<td>Total Liability:</td>
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<tr>
<td><strong>Equity</strong></td>
<td></td>
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<tr>
<td>Total Beginning Equity:</td>
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<td>6,114.01</td>
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<td>3,688.57</td>
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<td><strong>Revenues Over/Under Expenses</strong></td>
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<td>Total Equity and Current Surplus (Deficit):</td>
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<td>Total Liabilities, Equity and Current Surplus (Deficit):</td>
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### Balance Sheet

**Fund: 21 - Court Security Fund**

<table>
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<tr>
<th>Fund</th>
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<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Assets</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Assets:</td>
<td>27,484.77</td>
</tr>
<tr>
<td></td>
<td>Liability</td>
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<tr>
<td></td>
<td>Equity</td>
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<tr>
<td></td>
<td>Total Beginning Equity:</td>
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<td></td>
<td>Total Revenue</td>
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<td></td>
<td>Total Equity and Current Surplus (Deficit):</td>
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<td>Total Liabilities, Equity and Current Surplus (Deficit):</td>
<td>27,484.77</td>
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<tr>
<td>Fund: 22 - Court Training Fund</td>
<td>Balance</td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>---------</td>
<td></td>
</tr>
<tr>
<td><strong>Assets</strong></td>
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<td></td>
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<tr>
<td>Total Assets: 2,100.87</td>
<td>2,100.87</td>
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<tr>
<td><strong>Liability</strong></td>
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<tr>
<td>Total Liability: 0.00</td>
<td>0.00</td>
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<tr>
<td><strong>Equity</strong></td>
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<td></td>
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<tr>
<td>Total Beginning Equity: 1,845.87</td>
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<tr>
<td>Total Revenue: 255.00</td>
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<td></td>
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<tr>
<td>Total Expense: 0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenues Over/Under Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Equity and Current Surplus (Deficit): 2,100.87</td>
<td>2,100.87</td>
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<tr>
<td>Total Liabilities, Equity and Current Surplus (Deficit):</td>
<td>2,100.87</td>
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</table>
## Fund: 24 - Hotel Tax Fund

### Balance Sheet

**As Of 07/31/2017**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assets</strong></td>
<td></td>
</tr>
<tr>
<td>Total Assets:</td>
<td>309,351.76</td>
</tr>
<tr>
<td><strong>Liability</strong></td>
<td></td>
</tr>
<tr>
<td>Total Liability:</td>
<td>71,235.77</td>
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<tr>
<td><strong>Equity</strong></td>
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<tr>
<td>Total Beginning Equity:</td>
<td>153,945.65</td>
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<tr>
<td>Total Revenue</td>
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<td>Total Expense</td>
<td>204,045.77</td>
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<td>Revenues Over/Under Expenses</td>
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<td>Total Equity and Current Surplus (Deficit):</td>
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<td>Total Liabilities, Equity and Current Surplus (Deficit):</td>
<td>309,351.76</td>
</tr>
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</table>
## Balance Sheet

**Fund: 25 - Hutto Police Seizure Fund**

<table>
<thead>
<tr>
<th>Category</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assets</strong></td>
<td></td>
</tr>
<tr>
<td>Total Assets</td>
<td>14,242.08</td>
</tr>
<tr>
<td><strong>Liability</strong></td>
<td></td>
</tr>
<tr>
<td>Total Liability</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Equity</strong></td>
<td></td>
</tr>
<tr>
<td>Total Beginning Equity</td>
<td>14,242.08</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Expense</td>
<td>0.00</td>
</tr>
<tr>
<td>Revenues Over/Under Expenses</td>
<td></td>
</tr>
<tr>
<td>Total Equity and Current Surplus (Deficit)</td>
<td>14,242.08</td>
</tr>
<tr>
<td>Total Liabilities, Equity and Current Surplus (Deficit)</td>
<td>14,242.08</td>
</tr>
</tbody>
</table>
## Balance Sheet

**Fund: 26 - ATS Red Light Camera Fund**

### Assets
- Total Assets: 155,878.42

### Liability
- Total Liability: 59,995.84

### Equity
- Total Beginning Equity: 131,924.24
- Total Revenue: 41,771.38
- Total Expense: 77,813.04
- Revenues Over/Under Expenses: -36,041.66
- Total Equity and Current Surplus (Deficit): 95,882.58

### Total Liabilities, Equity and Current Surplus (Deficit)
- 155,878.42
## Balance Sheet

**As Of 07/31/2017**

### Fund: 27 - PEG Capital Fees

<table>
<thead>
<tr>
<th>Section</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assets</strong></td>
<td></td>
</tr>
<tr>
<td>Total Assets:</td>
<td>72,012.30</td>
</tr>
<tr>
<td><strong>Liability</strong></td>
<td>0.00</td>
</tr>
<tr>
<td>Total Liability:</td>
<td></td>
</tr>
<tr>
<td><strong>Equity</strong></td>
<td></td>
</tr>
<tr>
<td>Total Beginning Equity:</td>
<td>46,848.56</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>25,504.72</td>
</tr>
<tr>
<td>Total Expense</td>
<td>340.98</td>
</tr>
<tr>
<td>Revenues Over/Under Expenses</td>
<td></td>
</tr>
<tr>
<td>Total Equity and Current Surplus (Deficit):</td>
<td>25,163.74</td>
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<tr>
<td></td>
<td>72,012.30</td>
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<tr>
<td>Total Liabilities, Equity and Current Surplus (Deficit):</td>
<td>72,012.30</td>
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</table>
## Balance Sheet

**Balance Sheet**

**Fund: 40 - Park Improvement Fund**

**Assets**

<table>
<thead>
<tr>
<th>Total Assets:</th>
<th>72,203.61</th>
</tr>
</thead>
</table>

**Liability**

<table>
<thead>
<tr>
<th>Total Liability:</th>
<th>0.00</th>
</tr>
</thead>
</table>

**Equity**

<table>
<thead>
<tr>
<th>Total Beginning Equity:</th>
<th>72,203.61</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Revenue</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Expense</td>
<td>0.00</td>
</tr>
<tr>
<td>Revenues Over/Under Expenses</td>
<td>0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Equity and Current Surplus (Deficit):</th>
<th>72,203.61</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Total Liabilities, Equity and Current Surplus (Deficit):</th>
<th>72,203.61</th>
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</thead>
</table>
Balance Sheet

Fund: 50 - Utility Fund

<table>
<thead>
<tr>
<th></th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assets</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Assets: 59,454,649.61</td>
</tr>
<tr>
<td><strong>Liability</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Liability: 42,236,792.83</td>
</tr>
<tr>
<td><strong>Equity</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Beginning Equity: 20,751,829.53</td>
</tr>
<tr>
<td></td>
<td>Total Revenue: 7,891,026.32</td>
</tr>
<tr>
<td></td>
<td>Total Expense: 11,424,999.07</td>
</tr>
<tr>
<td><strong>Revenues Over/Under Expenses</strong></td>
<td>-3,533,972.75</td>
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<tr>
<td><strong>Total Equity and Current Surplus (Deficit):</strong></td>
<td>17,217,856.78</td>
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<tr>
<td><strong>Total Liabilities, Equity and Current Surplus (Deficit):</strong></td>
<td>59,454,649.61</td>
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## Balance Sheet

**As Of 07/31/2017**

### Fund: 51 - Utility Debt Service Fund

<table>
<thead>
<tr>
<th>Category</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assets</strong></td>
<td></td>
</tr>
<tr>
<td>Total Assets</td>
<td>1,323,179.01</td>
</tr>
<tr>
<td><strong>Liability</strong></td>
<td></td>
</tr>
<tr>
<td>Total Liability</td>
<td>1,152.30</td>
</tr>
<tr>
<td><strong>Equity</strong></td>
<td></td>
</tr>
<tr>
<td>Total Beginning Equity</td>
<td>319,201.32</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>1,833,520.11</td>
</tr>
<tr>
<td>Total Expense</td>
<td>830,694.72</td>
</tr>
<tr>
<td>Revenues Over/Under Expenses</td>
<td>1,002,825.39</td>
</tr>
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</table>

**Total Equity and Current Surplus (Deficit):**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Total Revenue</td>
<td>1,833,520.11</td>
</tr>
<tr>
<td>Total Expense</td>
<td>830,694.72</td>
</tr>
<tr>
<td><strong>Revenues Over/Under Expenses</strong></td>
<td>1,002,825.39</td>
</tr>
<tr>
<td><strong>Total Equity and Current Surplus (Deficit):</strong></td>
<td>1,322,026.71</td>
</tr>
</tbody>
</table>

**Total Liabilities, Equity and Current Surplus (Deficit):**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Assets</strong></td>
<td>1,323,179.01</td>
</tr>
<tr>
<td><strong>Total Liability</strong></td>
<td>1,152.30</td>
</tr>
<tr>
<td><strong>Total Equity</strong></td>
<td>319,201.32</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>1,833,520.11</td>
</tr>
<tr>
<td><strong>Total Expense</strong></td>
<td>830,694.72</td>
</tr>
<tr>
<td><strong>Revenues Over/Under Expenses</strong></td>
<td>1,002,825.39</td>
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<tr>
<td><strong>Total Equity and Current Surplus (Deficit):</strong></td>
<td>1,322,026.71</td>
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</table>

<p>| | |</p>
<table>
<thead>
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</thead>
<tbody>
<tr>
<td><strong>Total Liabilities, Equity and Current Surplus (Deficit):</strong></td>
<td>1,323,179.01</td>
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</table>
### Fund: 52 - Impact Fees Fund

<table>
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<th>Balance</th>
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</thead>
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<tr>
<td><strong>Total Assets:</strong></td>
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<td><strong>Total Expense</strong></td>
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<td><strong>Revenues Over/Under Expenses</strong></td>
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<tr>
<td><strong>Total Equity and Current Surplus (Deficit):</strong></td>
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<td><strong>Total Liabilities, Equity and Current Surplus (Deficit):</strong></td>
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## Balance Sheet

**Fund: 53 - Utility Capital Replacement**

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</thead>
<tbody>
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<tr>
<td>Total Assets:</td>
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<td><strong>Liability</strong></td>
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</tr>
<tr>
<td>Total Liability:</td>
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<tr>
<td><strong>Equity</strong></td>
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</tr>
<tr>
<td>Total Beginning Equity:</td>
<td>300,000.02</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>37,500.01</td>
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<tr>
<td>Revenues Over/Under Expenses</td>
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</tr>
<tr>
<td>Total Equity and Current Surplus (Deficit):</td>
<td>337,500.03</td>
</tr>
<tr>
<td>Total Liabilities, Equity and Current Surplus (Deficit):</td>
<td>337,500.03</td>
</tr>
<tr>
<td><strong>Balance Sheet</strong></td>
<td><strong>As Of 07/31/2017</strong></td>
</tr>
<tr>
<td>-------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td><strong>Fund: 55 - UF Capital Improvement Project</strong></td>
<td><strong>Balance</strong></td>
</tr>
<tr>
<td><strong>Assets</strong></td>
<td><strong>Total Assets:</strong> 21,748,631.00</td>
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<tr>
<td><strong>Liability</strong></td>
<td><strong>Total Liability:</strong> 21,740,000.00</td>
</tr>
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<td><strong>Equity</strong></td>
<td><strong>Total Beginning Equity:</strong> 8,631.00</td>
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<td></td>
<td><strong>Total Revenue</strong> 0.00</td>
</tr>
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<td></td>
<td><strong>Total Expense</strong> 0.00</td>
</tr>
<tr>
<td></td>
<td><strong>Revenues Over/Under Expenses</strong> 0.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Equity and Current Surplus (Deficit):</strong> 8,631.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Liabilities, Equity and Current Surplus (Deficit):</strong> 21,748,631.00</td>
</tr>
</tbody>
</table>
### Balance Sheet

**Fund: 60 - Capital Improvements Project**

<table>
<thead>
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<th>Category</th>
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</thead>
<tbody>
<tr>
<td><strong>Assets</strong></td>
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</tr>
<tr>
<td>Total Assets</td>
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</tr>
<tr>
<td><strong>Liability</strong></td>
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</tr>
<tr>
<td>Total Liability</td>
<td>4,663,151.84</td>
</tr>
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<td><strong>Equity</strong></td>
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</tr>
<tr>
<td>Total Beginning Equity</td>
<td>6,045,045.61</td>
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<tr>
<td>Total Revenue</td>
<td>271,806.02</td>
</tr>
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<td>Total Expense</td>
<td>4,291,325.43</td>
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<td><strong>Revenues Over/Under Expenses</strong></td>
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</tr>
<tr>
<td><strong>Total Equity and Current Surplus (Deficit)</strong></td>
<td>2,025,526.20</td>
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<tr>
<td><strong>Total Liabilities, Equity and Current Surplus (Deficit)</strong></td>
<td>6,688,678.04</td>
</tr>
</tbody>
</table>

*** FUND 60 OUT OF BALANCE ***  -5,470.00

***Warning: Account Authorization is turned on. Please run the Unauthorized Account Listing Report to see if you are out of balance due to missing accounts ***
Balance Sheet

Fund: 61 - Streets & Drainage Improvement Projects

<table>
<thead>
<tr>
<th>Balance</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Assets</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Liability</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Equity</td>
<td></td>
<td>0.00</td>
</tr>
</tbody>
</table>

Total Beginning Equity: 0.00
Total Equity and Current Surplus (Deficit): 0.00

Total Liabilities, Equity and Current Surplus (Deficit): 0.00

As Of 07/31/2017
### Fund: 70 - Solid Waste Fund

#### Balance Sheet As Of 07/31/2017

<table>
<thead>
<tr>
<th>Description</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assets</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Assets: 690,152.72</td>
</tr>
<tr>
<td><strong>Liability</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Liability: 274,435.04</td>
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<tr>
<td><strong>Equity</strong></td>
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</tr>
<tr>
<td>Total Beginning Equity:</td>
<td>262,497.02</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>1,131,961.16</td>
</tr>
<tr>
<td>Total Expense</td>
<td>978,740.50</td>
</tr>
<tr>
<td>Revenues Over/Under Expenses</td>
<td>153,220.66</td>
</tr>
<tr>
<td>Total Equity and Current Surplus (Deficit):</td>
<td>415,717.68</td>
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<tr>
<td>Total Liabilities, Equity and Current Surplus (Deficit):</td>
<td>690,152.72</td>
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</table>
**Balance Sheet**

**Fund: 90 - Orange Santa Fund**

**Assets**

<table>
<thead>
<tr>
<th>Description</th>
<th>Balance</th>
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<tbody>
<tr>
<td>Total Assets</td>
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</tbody>
</table>

**Liability**

<table>
<thead>
<tr>
<th>Description</th>
<th>Balance</th>
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<tbody>
<tr>
<td>Total Liability</td>
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</table>

**Equity**

<table>
<thead>
<tr>
<th>Description</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Beginning Equity</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Expense</td>
<td>0.00</td>
</tr>
<tr>
<td>Revenues Over/Under Expenses</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Equity and Current Surplus (Deficit)</td>
<td>0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Liabilities, Equity and Current Surplus (Deficit)</td>
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</tbody>
</table>

**As Of 07/31/2017**
<table>
<thead>
<tr>
<th></th>
<th>Balance</th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Fund: 91 - Hutto Has Heart</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Assets</td>
<td>Total Assets: 0.00</td>
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</tr>
<tr>
<td>Liability</td>
<td>Total Liability: 0.00</td>
<td>0.00</td>
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</tr>
<tr>
<td>Equity</td>
<td>Total Beginning Equity: 0.00</td>
<td>0.00</td>
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<tr>
<td></td>
<td>Total Equity and Current Surplus (Deficit): 0.00</td>
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</tr>
<tr>
<td></td>
<td>Total Liabilities, Equity and Current Surplus (Deficit): 0.00</td>
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</table>
## Balance Sheet

**Fund: 99 - Pooled Cash Fund**

<table>
<thead>
<tr>
<th></th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assets</strong></td>
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<tr>
<td>Total Assets</td>
<td>5,982,091.67</td>
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<tr>
<td><strong>Liability</strong></td>
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</tr>
<tr>
<td>Total Liability</td>
<td>5,982,091.67</td>
</tr>
<tr>
<td><strong>Equity</strong></td>
<td></td>
</tr>
<tr>
<td>Total Beginning Equity</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Equity and Current Surplus (Deficit)</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total Liabilities, Equity and Current Surplus (Deficit):</strong></td>
<td>5,982,091.67</td>
</tr>
</tbody>
</table>
### City of Hutto, TX

#### Budget Report

**Group Summary**

For Fiscal: 2016-2017 Period Ending: 07/31/2017

<table>
<thead>
<tr>
<th>Account Type</th>
<th>Original Total Budget</th>
<th>Current Total Budget</th>
<th>Period Activity</th>
<th>Fiscal Activity</th>
<th>Encumbrances</th>
<th>Variance Favorable (Unfavorable)</th>
<th>Percent Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund: 10 - General Fund</td>
<td>11,856,558.00</td>
<td>11,991,980.00</td>
<td>373,316.13</td>
<td>11,502,345.82</td>
<td>0.00</td>
<td>-489,634.18</td>
<td>4.08 %</td>
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<tr>
<td>Revenue</td>
<td>12,255,981.00</td>
<td>12,813,786.00</td>
<td>713,925.75</td>
<td>9,430,141.66</td>
<td>333,836.59</td>
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<td>23.80 %</td>
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<tr>
<td>Expense</td>
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<tr>
<td>Fund: 10 - General Fund Surplus (Deficit):</td>
<td>-399,423.00</td>
<td>-821,806.00</td>
<td>-340,609.62</td>
<td>2,072,204.16</td>
<td>-333,836.59</td>
<td>2,560,173.57</td>
<td>311.53 %</td>
</tr>
<tr>
<td>Fund: 11 - General Debt Service Fund</td>
<td>1,365,311.14</td>
<td>1,349,471.00</td>
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<tr>
<td>Revenue</td>
<td>318,886.88</td>
<td>1,313,698.00</td>
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<td>994,811.12</td>
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<tr>
<td>Expense</td>
<td>1,046,424.26</td>
<td>35,773.00</td>
<td>2,897.79</td>
<td>1,010,651.26</td>
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<td>Fund: 11 - General Debt Service Fund Surplus (Deficit):</td>
<td>-15,840.14</td>
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<tr>
<td>Fund: 13 - General Capital Replacement</td>
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<td>Revenue</td>
<td>1,071.09</td>
<td>37,535.00</td>
<td>0.00</td>
<td>56,463.91</td>
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<tr>
<td>Expense</td>
<td>70,534.93</td>
<td>32,465.00</td>
<td>445.45</td>
<td>49,337.93</td>
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<tr>
<td>Fund: 13 - General Capital Replacement Surplus (Deficit):</td>
<td>-7,125.98</td>
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<tr>
<td>Fund: 20 - Court Technology Fund</td>
<td>6,114.01</td>
<td>7,000.00</td>
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<tr>
<td>Revenue</td>
<td>3,688.57</td>
<td>13,730.00</td>
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<td>27,989.11</td>
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<tr>
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<td>445.45</td>
<td>8,405.44</td>
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<td>Fund: 20 - Court Technology Fund Surplus (Deficit):</td>
<td>49,337.93</td>
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<tr>
<td>Fund: 21 - Court Security Fund</td>
<td>4,595.99</td>
<td>5,100.00</td>
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<td>27,485.10</td>
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<tr>
<td>Expense</td>
<td>-1,417.90</td>
<td>-29,910.00</td>
<td>445.45</td>
<td>140.56 %</td>
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<tr>
<td>Fund: 21 - Court Security Fund Surplus (Deficit):</td>
<td>8,405.44</td>
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<tr>
<td>Fund: 22 - Court Training Fund</td>
<td>255.00</td>
<td>500.00</td>
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<tr>
<td>Revenue</td>
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<td>2,196.00</td>
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<tr>
<td>Expense</td>
<td>255.00</td>
<td>500.00</td>
<td>0.00</td>
<td>49.00 %</td>
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<tr>
<td>Fund: 22 - Court Training Fund Surplus (Deficit):</td>
<td>2,196.00</td>
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<tr>
<td>Fund: 24 - Hotel Tax Fund</td>
<td>288,216.11</td>
<td>297,317.00</td>
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<td>137,981.00</td>
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<tr>
<td>Fund: 24 - Hotel Tax Fund Surplus (Deficit):</td>
<td>49,47 %</td>
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<tr>
<td>Fund: 26 - ATS Red Light Camera Fund</td>
<td>33,065.73</td>
<td>33,065.73</td>
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<td>0.00</td>
<td>49.00 %</td>
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<tr>
<td>Expense</td>
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</tr>
<tr>
<td>Fund: 26 - ATS Red Light Camera Fund Surplus (Deficit):</td>
<td>2,196.00</td>
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</table>
### Budget Report

**For Fiscal: 2016-2017 Period Ending: 07/31/2017**

<table>
<thead>
<tr>
<th>Account Type</th>
<th>Original Total Budget</th>
<th>Current Total Budget</th>
<th>Period Activity</th>
<th>Fiscal Activity</th>
<th>Encumbrances</th>
<th>Variance Favorable (Unfavorable)</th>
<th>Percent Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fund: 27 - PEG Capital Fees</strong></td>
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<tr>
<td>Revenue</td>
<td>32,194.00</td>
<td>32,194.00</td>
<td>0.00</td>
<td>25,504.72</td>
<td>0.00</td>
<td>-6,689.28</td>
<td>20.78 %</td>
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<tr>
<td>Expense</td>
<td>82,850.00</td>
<td>78,695.00</td>
<td>0.00</td>
<td>340.98</td>
<td>0.00</td>
<td>78,354.02</td>
<td>99.57 %</td>
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<tr>
<td><strong>Fund: 27 - PEG Capital Fees Surplus (Deficit):</strong></td>
<td>-50,656.00</td>
<td>-46,501.00</td>
<td>0.00</td>
<td>25,163.74</td>
<td>0.00</td>
<td>71,664.74</td>
<td>154.11 %</td>
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<tr>
<td><strong>Fund: 50 - Utility Fund</strong></td>
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<td></td>
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<tr>
<td>Revenue</td>
<td>13,221,472.00</td>
<td>13,221,472.00</td>
<td>830,762.40</td>
<td>7,888,477.47</td>
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<td>Expense</td>
<td>14,242,588.00</td>
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<td>1,330,471.40</td>
<td>11,382,948.08</td>
<td>1,384,149.38</td>
<td>7,398,857.54</td>
<td>36.69 %</td>
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<tr>
<td><strong>Fund: 50 - Utility Fund Surplus (Deficit):</strong></td>
<td>-1,021,116.00</td>
<td>-6,944,483.00</td>
<td>-499,709.00</td>
<td>-3,494,470.61</td>
<td>-1,384,149.38</td>
<td>2,065,863.01</td>
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<td><strong>Fund: 51 - Utility Debt Service Fund</strong></td>
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<tr>
<td>Revenue</td>
<td>3,552,916.00</td>
<td>3,609,298.00</td>
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<td>1,833,520.11</td>
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<tr>
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<td>3,878,498.00</td>
<td>0.00</td>
<td>830,694.72</td>
<td>0.00</td>
<td>3,047,803.28</td>
<td>78.58 %</td>
</tr>
<tr>
<td><strong>Fund: 51 - Utility Debt Service Fund Surplus (Deficit):</strong></td>
<td>-325,582.00</td>
<td>-269,200.00</td>
<td>0.00</td>
<td>1,002,825.39</td>
<td>0.00</td>
<td>1,272,025.39</td>
<td>472.52 %</td>
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<td><strong>Fund: 52 - Impact Fees Fund</strong></td>
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<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>1,248,851.00</td>
<td>1,248,851.00</td>
<td>2,718.75</td>
<td>639,600.75</td>
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<td>-609,250.25</td>
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<td>41.67 %</td>
</tr>
<tr>
<td><strong>Fund: 52 - Impact Fees Fund Surplus (Deficit):</strong></td>
<td>-1.00</td>
<td>-1.00</td>
<td>2,718.75</td>
<td>-88,896.25</td>
<td>0.00</td>
<td>-88,895.25</td>
<td>89,525.00 %</td>
</tr>
<tr>
<td><strong>Fund: 53 - Utility Capital Replacement</strong></td>
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</tr>
<tr>
<td>Revenue</td>
<td>50,000.00</td>
<td>50,000.00</td>
<td>4,166.67</td>
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<td>25.00 %</td>
</tr>
<tr>
<td><strong>Fund: 53 - Utility Capital Replacement Surplus (Deficit):</strong></td>
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<td>50,000.00</td>
<td>4,166.67</td>
<td>37,500.01</td>
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<td>-12,499.99</td>
<td>25.00 %</td>
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<tr>
<td><strong>Fund: 55 - UF Capital Improvement Project</strong></td>
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</tr>
<tr>
<td>Revenue</td>
<td>1,682,000.00</td>
<td>1,682,000.00</td>
<td>-279,416.67</td>
<td>268,122.37</td>
<td>0.00</td>
<td>-1,413,877.63</td>
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<tr>
<td>Expense</td>
<td>3,639,667.00</td>
<td>8,674,202.00</td>
<td>447,126.51</td>
<td>4,227,926.42</td>
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<td>5,711,684.82</td>
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<tr>
<td><strong>Fund: 55 - UF Capital Improvement Project Total:</strong></td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>2,827,193.43</td>
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<td><strong>Fund: 60 - Capital Improvements Project</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>1,407,572.00</td>
<td>1,407,572.00</td>
<td>118,868.03</td>
<td>1,131,961.16</td>
<td>0.00</td>
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<tr>
<td>Expense</td>
<td>1,366,072.00</td>
<td>1,366,072.00</td>
<td>109,423.55</td>
<td>978,740.50</td>
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<td>387,331.50</td>
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<tr>
<td><strong>Fund: 60 - Capital Improvements Project Surplus (Deficit):</strong></td>
<td>-41,500.00</td>
<td>-41,500.00</td>
<td>9,444.48</td>
<td>153,220.66</td>
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<td>111,720.66</td>
<td>-269.21 %</td>
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<tr>
<td><strong>Report Surplus (Deficit):</strong></td>
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<td>-14,899,690.00</td>
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<td>-3,085,906.54</td>
<td>2,404,017.43</td>
<td>14,217,800.89</td>
<td>95.42 %</td>
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</tbody>
</table>
## Fund Summary

<table>
<thead>
<tr>
<th>Fund</th>
<th>Original Total Budget</th>
<th>Current Total Budget</th>
<th>Period Activity</th>
<th>Fiscal Activity</th>
<th>Encumbrances</th>
<th>Variance Favorable (Unfavorable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 - General Fund</td>
<td>-399,423.00</td>
<td>-821,806.00</td>
<td>-340,609.62</td>
<td>2,072,204.16</td>
<td>-333,836.59</td>
<td>2,560,173.57</td>
</tr>
<tr>
<td>11 - General Debt Service Fund</td>
<td>35,773.00</td>
<td>35,773.00</td>
<td>2,897.79</td>
<td>1,046,424.26</td>
<td>0.00</td>
<td>1,010,651.26</td>
</tr>
<tr>
<td>13 - General Capital Replacement</td>
<td>32,465.00</td>
<td>21,197.00</td>
<td>5,833.34</td>
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<td>-28,903.00</td>
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<td>-96,479.00</td>
<td>-493.70</td>
<td>-36,041.66</td>
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<td>27 - PEG Capital Fees</td>
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<td>0.00</td>
<td>0.00</td>
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<td>41,500.00</td>
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Report Surplus (Deficit):  
-3,659,119.00  -14,899,690.00  -1,607,410.53  -3,085,906.54  2,404,017.43  14,217,800.89
## Fund Balance Report

**City of Hutto, TX**

**As Of 07/31/2017**

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<tr>
<th>Fund</th>
<th>Beginning Balance</th>
<th>Total Revenues</th>
<th>Total Expenses</th>
<th>Ending Balance</th>
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**Report Total:**

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<tr>
<th>Beginning Balance</th>
<th>Total Revenues</th>
<th>Total Expenses</th>
<th>Ending Balance</th>
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<tbody>
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<td>103,083,690.85</td>
<td>25,144,173.54</td>
<td>28,288,601.60</td>
<td>99,939,262.79</td>
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City of Hutto

For the Month Ended

July 31, 2017

Prepared by
FirstSouthwest Asset Management
MARKET RECAP - JULY 2017:

The pattern of moderate economic growth extended another month into July as the current economic expansion, which began eight years ago, has now become the third longest in modern history. Non-farm payrolls increased +222k in June, far exceeding the median Bloomberg forecast for a gain of +178k. Revisions to the prior two months added another +47k, taking the three-month average, which had been just +121k, to a very solid +194k. Unfortunately, dismal wage growth took the shine off an otherwise very good report as average hourly earnings advanced just +0.2% in June while May was revised down to +0.1%. That left year-over-year wage growth at +2.5%, well off the +2.9% rate reached last December. The important point to here is that low unemployment and solid job gains are still not generating wage inflation. The ISM manufacturing index rose to a three-year high in June at 57.8 while the non-manufacturing gauge rose to 57.4, both indicating a healthy rate of expansion.

Auto sales slipped to a 16.6 million unit annual rate, the slowest pace since February 2015. Retail sales fell -0.2% during the month of June, following an upwardly revised -0.1% decline in May. Record high levels on surveys of consumer confidence notwithstanding, consumers remain cautious. Inflation indicators remain quite benign as well with the headline consumer price index (CPI) unchanged in June while core CPI rose just +0.1%. On a year-over-year basis, headline CPI retreated from +1.9% to +1.6% while core CPI held steady at +1.7%. As recently as February, overall CPI was advancing at a +2.7% pace with the core at +2.2%. The Fed maintains the recent softness is transitory, but the longer this continues the more it looks like a trend. The initial reading of second quarter GDP showed annualized growth of +2.6%, a bit below the +2.7% median forecast, while first quarter GDP was revised down from +1.4% to +1.2%. That puts economic growth for the first half of 2017 at +1.9% (subject to revision), compared to +2.2% for the same period in each of the previous three years and a post WWII historic average around +3.2%.

In politics, President Trump continues to struggle with his staff, and Congress was unable to pass any kind of health care reform bill, raising serious doubts about the rest of the President’s agenda. Stock markets marched on, reaching new record highs as the Dow Jones Industrial Average set its sights on 22,000, a level subsequently reached in the first days of August. Bond markets were remarkably steady, especially considering that Congress recessed for August without addressing the debt ceiling, raising the specter of a technical default when the government officially runs out of money sometime in October. The two-year Treasury note traded in a narrow 7 bps range, closing the month at 1.35%, just 1 bps above its low for the month. The 10-year Treasury note held within a 15 bps range and closed the month at 2.30%. The Federal Reserve’s FOMC took no action in July but is generally expected to announce in September that it will begin reducing its balance sheet. Another rate hike in December is a possibility, but fed funds futures currently place those odds at only 40%.
For the Month Ended
July 31, 2017

This report is prepared for the City of Hutto (the “Entity”) in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: “Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period.” This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Officer Names and Titles:

Name: Michel Sorrell, CPA, CPM
Title: Chief Financial Officer
Executive Summary
As of 07/31/17

City of Hutto

Account Summary

<table>
<thead>
<tr>
<th></th>
<th>Beginning Values as of 06/30/17</th>
<th>Ending Values as of 07/31/17</th>
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<tr>
<td>Par Value</td>
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<tr>
<td>Book Value</td>
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<tr>
<td>Unrealized Gain /(Loss)</td>
<td>(400.34)</td>
<td>(335.22)</td>
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<tr>
<td>Market Value %</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

Weighted Avg. YTW     | 0.707%                           | 0.802%                        |
Weighted Avg. YTM     | 0.707%                           | 0.802%                        |

Allocation by Security Type

- BANK DEP 17%
- CD 10%
- CP 5%
- LGIP 69%
- Total: 100%

Allocation by Issuer

- TEXSTAR 62%
- WF 11%
- FSBCTX 10%
- TEXPOOL 7%
- FSB 5%
- TOYMCC 2%
- Other Issuers 2%
- Total: 100%

Maturity Distribution %

- Overnight 85%
- 6 - 12 Months 15%
- Total: 100%

Credit Quality

- A-1+ 5%
- AAA 69%
- Collateralized 26%
- Total: 100%

Weighted Average Days to Maturity: 34
Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT’s are the daily averages for the previous 12-months.

Note 2: Benchmark data for TexPool is the monthly average yield.
|CUSIP| Settle Date| Sec. Type| Sec. Description| CPN| Mty Date| Next Call| Call Type| Par Value| Purch Price| Orig Cost| Book Value| Market Value| Days to Mty| Days to Call| YTM| YTW |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
|TEXSTAR| LGIP| TexSTAR| 2007 Tax Note Bond Fund| 169,244.64| 100.000| 169,244.64| 100.000| 169,244.64| 169,244.64| 169,244.64| 1| 0.983| 0.983|

Total for 2007 Tax Note Bond Fund

|TEXSTAR| LGIP| TexSTAR| 2010 Bond Fund| 167,945.96| 100.000| 167,945.96| 100.000| 167,945.96| 167,945.96| 167,945.96| 1| 0.983| 0.983|

Total for 2010 Bond Fund

|TEXSTAR| LGIP| TexSTAR| 2010 GO Bond Fund| 157,518.11| 100.000| 157,518.11| 100.000| 157,518.11| 157,518.11| 157,518.11| 1| 0.983| 0.983|

Total for 2010 GO Bond Fund

|TEXSTAR| LGIP| TexSTAR| 2011 CO Bond Fund| 199,884.49| 100.000| 199,884.49| 100.000| 199,884.49| 199,884.49| 199,884.49| 1| 0.983| 0.983|

Total for 2011 CO Bond Fund

|TEXSTAR| LGIP| TexSTAR| 2012 GO Bond Fund| 91,202.17| 100.000| 91,202.17| 100.000| 91,202.17| 91,202.17| 91,202.17| 1| 0.983| 0.983|

Total for 2012 GO Bond Fund

|TEXSTAR| LGIP| TexSTAR| 2013 CO Bond Fund| 183,456.04| 100.000| 183,456.04| 100.000| 183,456.04| 183,456.04| 183,456.04| 1| 0.983| 0.983|

Total for 2013 CO Bond Fund
## Detail of Security Holdings

### As of 07/31/2017

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<th>Sec. Type</th>
<th>Sec. Description</th>
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<th>Purchase Price</th>
<th>Orig Cost</th>
<th>Book Value</th>
<th>Market Value</th>
<th>Days to Mty</th>
<th>Days to Call</th>
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<tbody>
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### City of Hutto
#### Amortization and Accretion
**From 06/30/2017 to 07/31/2017**

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**Total for Operating Fund**
- $3,044,333.33
- $3,033,687.78
- $1,231.38
- $2,427.77
- $8,217.78
- $3,036,115.55

**Total for City of Hutto**
- $3,044,333.33
- $3,033,687.78
- $1,231.38
- $2,427.77
- $8,217.78
- $3,036,115.55
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**Total for Operating Fund**

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## City of Hutto

### Projected Cash Flows

**Cash Flows for next 180 days from 07/31/2017**

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**Total Projected Cash Flows for City of Hutto**

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Consideration and possible action on the second and final reading of an ordinance regarding the proposed annexation of the Titan Innovation Business Park, 69.829 acres, more or less, of land out of the Martin Strouse Survey, Abstract No. 587, located at 550 Alliance Boulevard.

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:
City Council approved the Municipal Service Plan (MSP) at their regularly scheduled meeting on June 15, 2017. This is the final step in the annexation process.

BUDGETARY AND FINANCIAL SUMMARY:
Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

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

STAFF RECOMMENDATION:
Staff recommends that the Council approve the second and final reading of the ordinance.
SUPPORTING MATERIAL:

1. Ordinance - Titan Innovation Business Park (550 Alliance Boulevard) Annexation (69.829 acres)
2. Exhibit A - Titan Innovation Business Park (550 Alliance Boulevard) Municipal Service Plan
3. Exhibit B - Titan Innovation Business Park (550 Alliance Boulevard) Municipal Service Plan
ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF HUTTO, TEXAS, TO WIT: 69.829 ACRES, MORE OR LESS, OF LAND, DESCRIBED IN EXHIBIT “A”, ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF HUTTO SO AS TO INCLUDE SAID PROPERTY WITHIN HUTTO’S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY SHALL BECOME A PART OF THE CITY OF HUTTO AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City of Hutto, Texas (the “City”) is a duly constituted home-rule municipality and, as such, is authorized to annex territory subject to the laws of the State of Texas and subject to its Charter, and;

WHEREAS, pursuant to Section 43.028 of the Texas Local Government Code, the owners of a tract of land containing 69.829 acres, more or less, of land, situated in the Martin Strouse Survey, Abstract No. 587, in Williamson County, Texas (the “Property”), said Property being situated in Williamson County, Texas, and being more particularly described in Exhibit “A” attached hereto and made part hereof by reference for all purposes, have petitioned the City Council in writing to annex the Property, and;

WHEREAS, the procedures prescribed by the Charter of the City of Hutto and the applicable laws of the State of Texas have been duly followed with respect to the Property, and;

WHEREAS, the City Council of the City of Hutto by resolution directed the City’s Development Services Director to prepare a service plan that provided for the extension of full municipal services to the Property, and such service plan was duly prepared and described in Exhibit “B” attached hereto and made part hereof by reference for all purposes, and;

WHEREAS, such Property is (a) one-half mile or less in width; (b) contiguous to the City; and (c) vacant and without residents or on which fewer than three (3) qualified voters reside, and;

WHEREAS, after considering the public testimony received at each hearing, the City Council of the City of Hutto determines that annexation of the Property is proper in all respects and that such action is in the best interests of the community and its citizens, and;

WHEREAS, 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, and;

WHEREAS, the City Council of the City of Hutto determines that the Property for annexation which is more fully described in Exhibit “A” should become annexed.
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

SECTION I.

That all of the above recitations are found to be true and correct and are incorporated into the body of this ordinance.

SECTION II.

That the Property described in the attached Exhibit “A”, together with adjacent roadways, be and is hereby annexed and brought within the corporate city limits of the City of Hutto, Texas, and same is hereby and made an integral part hereof; and that the boundary limits of the City of Hutto be the same are hereby extended to include the above described territory within the city limits of the City of Hutto, and the same shall hereinafter be included within the territorial limits of the City of Hutto, Texas and designated as LI (Light Industrial) Zoning District.

SECTION III.

That the owners and present and future inhabitants of the area herein annexed be entitled to all rights and privileges of other citizens and property owners of the City of Hutto, and hereby bound by all acts, ordinances, resolutions and regulations of the City, and all other legal actions now in full force and effect and all those which may be hereafter adopted.

SECTION IV.

That the appropriate city official of the City of Hutto is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official maps and boundaries of the City of Hutto, heretofore adopted and amended, so as to include the aforementioned territory hereby annexed, be and are hereby amended as part of the City of Hutto, Texas, as required by law.

SECTION V.

That the Service Plan providing for extension of municipal services to the areas proposed to be annexed, attached hereto and incorporated herein as Exhibit “B”, is hereby approved.

SECTION VI.

That the City Secretary is hereby directed and authorized to file a certified copy of this ordinance in the Office of the County Clerk of Williamson County, Texas.
SECTION VII.

If any section, subsection, sentence, phrase, or word of this ordinance be found to be illegal, invalid or unconstitutional or if any portion of said Property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this ordinance or the application of any other section, sentence, phrase or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this ordinance and would have annexed the valid Property without the invalid part, and to this end the provisions of this ordinance are declared to be severable.

SECTION VIII.

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

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

C. That 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 thereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION IX.

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

READ and APPROVED on first reading on this the 3rd day of August, 2017 at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and ADOPTED on second reading of ordinance this 17th day of August, 2017 at a meeting of the Hutto, Texas City Council; there being a quorum present.

CITY OF HUTTO, TEXAS

________________________________
Doug Gaul, Mayor

ATTEST:

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

**FIRE**

*Existing Services:* Williamson County Emergency Service District #3

*Services to be Provided:*

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

**POLICE**

*Existing Services:* Williamson County Sheriff’s Department

*Services to be Provided:*

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

**BUILDING INSPECTION**

*Existing Services:* None

*Services to be Provided:*

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

**PLANNING AND ZONING**

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

*Services to be Provided:*

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

**LIBRARY**

*Existing Services:* None

*Services to be Provided:*

City Library privileges will be available to future residents in this area.
HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE  
Existing Services: Williamson Cities and County Health District

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

STREET MAINTENANCE  
Existing Services: Williamson County

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

STORM WATER MANAGEMENT  
Existing Services: Williamson County Flood Plain Administrator

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

The road extensions will provide for curb and gutter drainage of Emory Farms and Technology Boulevard. The CIP proposal has the planning/design set for 2018 and construction for 2019.

STREET LIGHTING  
Existing Services: Oncor Electric Delivery

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

TRAFFIC ENGINEERING  
Existing Services: None

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

WATER SERVICE  
Existing Services: None

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

SANITARY SEWER SERVICE  
Existing Services: None

Services to be Provided:  
Sanitary sewer service to the properties will be provided by the City of Hutto.
SOLID WASTE SERVICES

Existing Services: None

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

PARKS AND TRAILS

Existing Service: None

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

MISCELLANEOUS

Existing Services: None

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

NOTE:
Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.
AGENDA ITEM NO.: 9B.  
AGENDA DATE: August 17, 2017

PRESENTED BY: Carolyn Horner, AICP, Planning Director, Development Services

ITEM: Consideration of a public hearing and possible action on the first reading of an ordinance approving the zoning change for the property known as 600 Alliance Boulevard, 1.0 acre, more or less, of land out of the Martin Strouse Survey, Abstract No. 587, from (Interim) SF-1 (single family residential) to LI (light industrial) zoning district.

STRATEGIC GUIDE POLICY: Growth Guidance

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

The Planning and Zoning Commission recommended approval on July 11, 2017.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

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

SUPPORTING MATERIAL:
1. Notice - 600 Alliance Boulevard (1.0 acre) Zoning
2. Ordinance - 600 Alliance Boulevard (1.0 acre) Zoning Change
3. Exhibit A - 600 Alliance Boulevard (1.0 acres) Zoning Change
PUBLIC NOTICE
NOTICE OF A PUBLIC HEARING

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

The zoning change for 600 Alliance Boulevard, (1.0 acre) out of the Martin Strouse Survey, Abstract No. 587, from (Interim) SF-1 (single family residential) to LI (light industrial) zoning district.

The public hearing will be held on:
August 17, 2017 at 7:00 p.m.
Hutto City Hall
401 W. Front St., Hutto, Texas

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

Publication Date: July 30, 2017
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HUTTO, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO CHANGE THE ZONING FOR THE PROPERTY KNOWN AS 600 ALLIANCE BOULEVARD, 1.0 ACRE, MORE OR LESS, OF LAND, OUT OF THE MARTIN STROUSE SURVEY, ABSTRACT NO. 587, IN WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", FROM (INTERIM) SF-1 (SINGLE FAMILY RESIDENTIAL) TO LI (LIGHT INDUSTRIAL) ZONING DISTRICT; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to amend the Official Zoning Map to zone the properties described in Exhibit “A” being attached hereto and incorporated herein, and;
WHEREAS, on the 11th day of July, 2017, after proper notification, the Planning and Zoning Commission held a public hearing on the requested amendment, and;
WHEREAS, the Planning and Zoning Commission recommended approval of the proposed change in zoning on the 11th day of July, 2017, and;
WHEREAS, on the 3rd day of August, 2017, after proper notification, the City Council held a public hearing on the requested amendment, and;
WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and;
WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

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

SECTION I.

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

1) Consistency (or lack thereof) with the Comprehensive Plan; and
2) Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and
3) Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment; and
4) Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment; and
5) Availability of water, wastewater and stormwater facilities suitable and adequate for the proposed use.

That the Official Zoning Map of the City of Hutto, Texas, is hereby amended so that the zoning classification of the property described in the Exhibit “A”, attached hereto and incorporated herein shall be, and is hereafter to now be designated as LI (Light Industrial) Zoning District.
SECTION II. Publication Clause

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

SECTION III. Severability Clause

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

SECTION IV. Repealing Clause

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

SECTION V. Open Meeting Clause

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

SECTION VI. Effective Date

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

READ and APPROVED on first reading on this the 3rd day of August, 2017 at a meeting of the Hutto, Texas City Council; there being a quorum present.

READ, PASSED and ADOPTED on second reading of ordinance this 17th day of August, 2017 at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

__________________________________
Doug Gaul, Mayor

Attest:

__________________________________
Seth Gipson, City Secretary
This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.
AGENDA ITEM NO.: 9C.  AGENDA DATE: August 17, 2017

PRESENTED BY:


STRATEGIC GUIDE POLICY: Public Safety

ITEM BACKGROUND:
Recently public works staff replaced school zone speed limits at Howard Norman Elementary. After notifying Hutto Police, further review indicated that certain school zones had not been added to the code of ordinances.

BUDGETARY AND FINANCIAL SUMMARY:
Not Applicable

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not Applicable

CITY ATTORNEY REVIEW:
City attorney reviewed and updated the ordinance.

STAFF RECOMMENDATION:
Staff Recommends Approval

SUPPORTING MATERIAL:
There are no supporting documents.
AGENDA ITEM NO.: 9D.  
AGENDA DATE: August 17, 2017

PRESENTED BY: Michel Sorrell, Chief Financial Officer

ITEM: Consideration and possible action on the first reading of an ordinance concerning the first amendment to the Fiscal Year 2017 Budget of the Hutto Economic Development Corporation - Type A.

STRATEGIC GUIDE POLICY: Fiscal Responsibility

ITEM BACKGROUND:

The proposed amendment will decrease the FY 2016-17 Budget by $59,800. On July 24, 2017 the new Hutto Economic Development Corporation Board - Type A reviewed and adopted the amended budget. The decrease is due to the restructuring of the Type A corporation and creation of a Type B Corporation.

The City Council is asked to approve this amendment of the Hutto Economic Development Corporation to comply with Section 501.073 of the Texas Local government Code which states:

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

BUDGETARY AND FINANCIAL SUMMARY:

The proposed amendment will reduce the budgeted expenditures.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

The Hutto Economic Development Corporation Board approved the amendment at their July 24, 2017 Board Meeting.

CITY ATTORNEY REVIEW:

Not applicable.
**STAFF RECOMMENDATION:**

Staff recommends approval of the ordinance amending the FY 2016-17 Budget.

**SUPPORTING MATERIAL:**
1. [Ordinance - Amending HEDC TYPE A FY 2016-17 Budget](#)
2. [Budget Amendment #1](#)
ORDINANCE NO. __________

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE APPROPRIATIONS FOR THE SUPPORT OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE A FOR THE FISCAL YEAR OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, AND OPEN MEETING CLAUSE.

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

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

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

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

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

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

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

SECTION VI. Open Meeting Clause
The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject hereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.
SECTION VII.
This ordinance shall take effect and be in force from and after its passage.

READ and APPROVED on first reading on this the 17th day of August 2017, 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 7th day of September 2017, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

________________________________
Doug Gaul, Mayor

ATTEST:

Seth Gipson, City Secretary
### TYPE A - FY17 AMENDED BUDGET

<table>
<thead>
<tr>
<th>Revenue Accounts</th>
<th>FY 2017 Adopted</th>
<th>FY 2017 Projected Year-End</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>$ 636,417</td>
<td>$ 636,417</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Tax Revenue - 1/2%</td>
<td>$ 932,904</td>
<td>$ 932,904</td>
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<tr>
<td>Interest</td>
<td>$ 1,400</td>
<td>$ 1,400</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$ 934,304</td>
<td>$ 934,304</td>
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<tr>
<td><strong>Total Personnel Costs</strong></td>
<td>$ 360,370</td>
<td>$ 359,470</td>
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<tr>
<td><strong>Total Operating Costs</strong></td>
<td>$ 113,000</td>
<td>$ 104,100</td>
</tr>
<tr>
<td><strong>Provisional Services Costs to Type B</strong></td>
<td></td>
<td>$ 50,000</td>
</tr>
<tr>
<td><strong>Total Programs &amp; Incentives</strong></td>
<td>$ 125,600</td>
<td>$ 75,600</td>
</tr>
<tr>
<td><strong>Total Promissory Notes</strong></td>
<td>$ 225,000</td>
<td>$ 225,000</td>
</tr>
<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td>$ 823,970</td>
<td>$ 764,170</td>
</tr>
<tr>
<td><strong>Net Income/Expense</strong></td>
<td>$ 110,334</td>
<td>$ 170,134</td>
</tr>
<tr>
<td><strong>Fund Balance</strong></td>
<td>$ 746,751</td>
<td>$ 806,551</td>
</tr>
</tbody>
</table>
CITY OF HUTTO
CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9E.                        AGENDA DATE: August 17, 2017

PRESENTED BY: Michel Sorrell, Chief Financial Officer

ITEM: Consideration and possible action on the first reading of an ordinance concerning the adoption of the Hutto Economic Development Corporation - Type A Fiscal Year 2017-18 Budget.

STRATEGIC GUIDE POLICY: Fiscal Responsibility

ITEM BACKGROUND:
The Hutto Economic Development Corporation - Type A by-laws require the Hutto Economic Development Corporation - Type A budget to be approved by City Council before the budget will become effective. The by-laws also require that the budget be adopted at least sixty (60) days prior to the beginning of the next fiscal year. The Hutto Economic Development Corporation - Type A fiscal year is the same as the City, which starts October 1 and ends September 30.

BUDGETARY AND FINANCIAL SUMMARY:
The State Comptroller's office remits the 1/2 cent Type A economic development sales tax to the City. The funds are then transferred to the Hutto Economic Development Corporation - Type A account monthly.

The FY 2017-18 Budget totals $509,024. This budget contains $225,000 in expenditures for promissory notes to the college and to the City. Also included, are $284,024 in provisional service costs to the Hutto Economic Development Corporation - Type B for transition costs during setup and in preparation for the sales tax election in November 2017.

The City Council is asked to approve the budget of the Hutto Economic Development Corporation Type A to comply with Section 501.073 of the Texas Local Government Code which states:

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

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
The Hutto Economic Development Corporation Board of Directors recommended approval of the proposed budget at their meeting on July 24, 2017.

**CITY ATTORNEY REVIEW:**

Not applicable.

**STAFF RECOMMENDATION:**

Staff recommends approval of the ordinance.

**SUPPORTING MATERIAL:**

1. Ordinance - Adopting HEDC Type A FY 2017-18 Budget
2. HEDC Type A FY 2017-18 Budget
ORDINANCE NO. __________________

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE A FOR THE FISCAL YEAR OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018 AND ADOPTING THE ANNUAL BUDGET OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE A FOR THE 2017-18 FISCAL YEAR; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, AND OPEN MEETING CLAUSE.

WHEREAS, the Hutto Economic Development Corporation Type A budget for the fiscal year October 1, 2017 through September 30, 2018, was duly presented to the City Council.

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

SECTION I. That the appropriations for the fiscal year October 1, 2017 through September 30, 2018 for the support of the Hutto Economic Development Corporation Type A be fixed and determined for said terms in accordance with the expenditures shown in the Hutto Economic Development Corporation Type A’s 2018 fiscal year budget, a summary of which is appended hereto as Exhibit A.

SECTION II. That the budget, as shown in words and figures in Exhibit A, is hereby approved in all respects and adopted as the City’s budget for the fiscal year October 1, 2017 through September 30, 2018.

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

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

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

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

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

READ and APPROVED the first reading of the ordinance on the 17th day of August, 2017.

READ, APPROVED, and ADOPTED on the second reading of the ordinance on the 7th day of September, 2017.

CITY OF HUTTO, TEXAS

ATTEST:

Seth Gipson, City Secretary
## TYPE A - FY18 BUDGET

<table>
<thead>
<tr>
<th>Revenue Accounts</th>
<th>FY 2018 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance</td>
<td>$ 746,751</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
</tr>
<tr>
<td>Sales Tax Revenue - 5%</td>
<td>$ 516,586</td>
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<tr>
<td>Interest</td>
<td>$ 267</td>
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<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$ 516,853</td>
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<tr>
<td>Provisional Service Costs to Type B</td>
<td>$ 284,024</td>
</tr>
<tr>
<td><strong>Total Promissory Notes</strong></td>
<td>$ 225,000</td>
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<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td>$ 509,024</td>
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<tr>
<td>Net Income/Expense</td>
<td>$ 7,829</td>
</tr>
<tr>
<td><strong>Fund Balance</strong></td>
<td>$ 524,682</td>
</tr>
</tbody>
</table>

**Assumptions**

*FY2018 estimates a 5.0% sales tax increase*
CITY OF HUTTO
CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9F.  
AGENDA DATE: August 17, 2017

PRESENTED BY: Michel Sorrell, Chief Financial Officer

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

STRATEGIC GUIDE POLICY: Fiscal Responsibility

ITEM BACKGROUND:
The Hutto Economic Development Corporation - Type B by-laws require the Hutto Economic Development Corporation - Type B budget to be approved by City Council before the budget will become effective. The by-laws also require that the budget be adopted at least sixty (60) days prior to the beginning of the next fiscal year. The Hutto Economic Development Corporation - Type B was not established until July 20, 2017 and thus needs a budget approved in order to expend. The Hutto Economic Development Corporation - Type B will in the future have the same fiscal year as the City and the Type A, which starts October 1 and ends September 30.

BUDGETARY AND FINANCIAL SUMMARY:
Currently the Hutto Economic Development Corporation - Type B does not receive sales tax. In November 2017 there will be an election to move some, or a portion, of the sales tax collected from the State Comptroller's office to the Hutto Economic Development Corporation - Type B. Until that time, the Hutto Economic Development Corporation - Type A may do business with the Hutto Economic Development Corporation - Type B in order to provide a wider array of services as outlined in the functions of a Type B Corporation.

The FY 2017-16 Budget totals $50,000. This amount is to cover any provisional, or transitional, services costs paid for by the Hutto Economic Development Corporation - Type B and reimbursed by the Hutto Economic Development Corporation - Type A.

The City Council is asked to approve the budget of the Hutto Economic Development Corporation - Type B to comply with Section 501.073 of the Texas Local Government Code which states:

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

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

The Hutto Economic Development Corporation Board of Directors recommended approval of the proposed budget at their meeting on July 24, 2017.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends approval of the ordinance.

SUPPORTING MATERIAL:
1. Ordinance - Adopting HEDC Type B FY 2016-17
2. HEDC Type B FY 2016-17 Budget
ORDINANCE NO. ________________

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

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

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

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

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

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

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

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

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

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

READ and APPROVED the first reading of the ordinance on the 17th day of August, 2017.

READ, APPROVED, and ADOPTED on the second reading of the ordinance on the 7th day of September, 2017.

CITY OF HUTTO, TEXAS

______________________________
Doug Gaul, Mayor

ATTEST:

______________________________
Seth Gipson, City Secretary
### TYPE B - FY17 PROPOSED BUDGET

<table>
<thead>
<tr>
<th>Revenue Accounts</th>
<th>FY 2017 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
</tr>
<tr>
<td>Provisional Services Proceeds from Type A</td>
<td>$ 50,000</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$ 50,000</td>
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<tr>
<td>Total Operating Costs</td>
<td>$ -</td>
</tr>
<tr>
<td>Provisional Services Costs</td>
<td>$ 50,000</td>
</tr>
<tr>
<td><strong>Total Programs &amp; Incentives</strong></td>
<td>$ -</td>
</tr>
<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td>$ 50,000</td>
</tr>
<tr>
<td>Net Income/Expense</td>
<td>$ -</td>
</tr>
<tr>
<td>Fund Balance</td>
<td>$ -</td>
</tr>
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</table>
AGENDA ITEM NO.: 9G.  AGENDA DATE: August 17, 2017

PRESENTED BY: Michel Sorrell, Chief Financial Officer

ITEM: Consideration and possible action on the first reading of an ordinance concerning the adoption of the Hutto Economic Development Corporation - Type B Fiscal Year 2017-18 Budget.

STRATEGIC GUIDE POLICY: Fiscal Responsibility

ITEM BACKGROUND:
The Hutto Economic Development Corporation - Type B by-laws require the Hutto Economic Development Corporation - Type B budget to be approved by City Council before the budget will become effective. The by-laws also require that the budget be adopted at least sixty (60) days prior to the beginning of the next fiscal year. The Hutto Economic Development Corporation - Type B fiscal year is the same as the City, which starts October 1 and ends September 30.

BUDGETARY AND FINANCIAL SUMMARY:
Currently the Hutto Economic Development Corporation - Type B does not receive sales tax. In November 2017 there will be an election to move some, or a portion, of the sales tax collected from the State Comptroller's office to the Hutto Economic Development Corporation - Type B. Until that time, the Hutto Economic Development Corporation - Type A may do business with the Hutto Economic Development Corporation - Type B in order to provide a wider array of services as outlined in the functions of a Type B Corporation.

The FY 2017-18 Budget totals $748,800. Included in this amount is $500,000 to cover any provisional, or transitional, services costs paid for by the Hutto Economic Development Corporation - Type B and reimbursed by the Hutto Economic Development Corporation - Type A. The budget also assumes collection of sales tax around mid-year after the election and once the entity is established with the State Comptroller. In addition, there is training at $25,000 for the new Board and $125,000 for incentives to developers.

The City Council is asked to approve the budget of the Hutto Economic Development Corporation - Type B to comply with Section 501.073 of the Texas Local Government Code which states:

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

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

The Hutto Economic Development Corporation Board of Directors recommended approval of the proposed budget at their meeting on July 24, 2017.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends approval of the ordinance.

SUPPORTING MATERIAL:
1. Ordinance - Adopting HEDC Type B FY 2017-18
2. HEDC Type B FY 2017-18 Budget
ORDINANCE NO. ________________

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE B FOR THE FISCAL YEAR OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018 AND ADOPTING THE ANNUAL BUDGET OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE B FOR THE 2017-18 FISCAL YEAR; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, AND OPEN MEETING CLAUSE.

WHEREAS, the Hutto Economic Development Corporation Type B budget for the fiscal year October 1, 2017 through September 30, 2018, was duly presented to the City Council.

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

SECTION I.
That the appropriations for the fiscal year October 1, 2017 through September 30, 2018 for the support of the Hutto Economic Development Corporation Type B be fixed and determined for said terms in accordance with the expenditures shown in the Hutto Economic Development Corporation Type B’s 2018 fiscal year budget, a summary of which is appended hereto as Exhibit A.

SECTION II.
That the budget, as shown in words and figures in Exhibit A, is hereby approved in all respects and adopted as the City’s budget for the fiscal year October 1, 2017 through September 30, 2018.

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

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

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

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

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

READ and APPROVED the first reading of the ordinance on the 17th day of August, 2017.

READ, APPROVED, and ADOPTED on the second reading of the ordinance on the 7th day of September, 2017.

CITY OF HUTTO, TEXAS

_________________________
Doug Gaul, Mayor

ATTEST:

_________________________
Seth Gipson, City Secretary
## TYPE B - FY18 BUDGET

<table>
<thead>
<tr>
<th>Revenue Accounts</th>
<th>FY 2018 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance</td>
<td>$ 746,751</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
</tr>
<tr>
<td>Sales Tax Revenue - 5%</td>
<td>$ 516,586</td>
</tr>
<tr>
<td>Transition Proceeds from Type A</td>
<td>$ 284,024</td>
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<tr>
<td>Interest</td>
<td>$ 267</td>
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<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$ 800,877</td>
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<table>
<thead>
<tr>
<th>Expense Accounts</th>
<th>FY 2018 Proposed</th>
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</thead>
<tbody>
<tr>
<td>Travel &amp; Training &amp; Memberships</td>
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<tr>
<td><strong>Total Operating Costs (Utilities &amp; Office Expenses)</strong></td>
<td>$ 98,800</td>
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<tr>
<td>Provisional Services Costs</td>
<td>$ 500,000</td>
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<td>Net Income/Expense</td>
<td>$ 52,077</td>
</tr>
</tbody>
</table>

| Fund Balance                                     | $798,828         |

**Assumptions**

FY2018 estimates a 5.0% sales tax increase
CITY OF HUTTO
CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10A. AGENDA DATE: August 17, 2017

PRESENTED BY: Larry Foos, Parks and Recreation Director

ITEM: Consideration and possible action concerning a resolution changing the name of the Old Hutto Football Stadium to Tevan Lee Nguyen Sr. Stadium

STRATEGIC GUIDE POLICY:

ITEM BACKGROUND:

The Fritz Park Improvement Project includes major renovations to Holmstrom Field (Baseball) and Old Hippo Stadium (Football). As the Project nears its completion, the Parks Advisory Board wishes to name the newly renovated football stadium, currently known as Old Hippo Stadium.

In accordance with the Policy for Naming Parks and Recreation Facilities adopted by Council on February 2009, a committee was appointed. Members of the committee desired to continue the Hutto Community’s trend of honoring its veterans. They sought to honor a veteran who had attended Hutto ISD, participated in sports, and embodied the spirit of Hutto. According to the Richard A. Oman American Legion Post 302, there are 11 identified Hutto veterans who have made the ultimate sacrifice. As of this date, there are no City facilities named in honor of any Hutto veteran.

In the January Parks Advisory Board (PAB) meeting the board voted unanimously to establish a three person Naming Committee. Committee members appointed were Rose McMillin, Perry Savard and Candi Patshke.

Recommendation:

The committee recommends naming the Old Hippo Stadium the Tevan Lee Nguyen Sr. Stadium.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
The Parks Advisory Board recommends changing the name of Old Hippo Stadium to Tevan Lee Nguyen St. Stadium.

**CITY ATTORNEY REVIEW:**

Not applicable.

**STAFF RECOMMENDATION:**

Staff recommends changing the name of Old Hippo Stadium to Tevan Lee Nguyen St. Stadium.

**SUPPORTING MATERIAL:**

1. Resolution renaming of the Old Hippo Stadium
RESOLUTION NO.

A RESOLUTION REQUESTING THE NAME DESIGNATION OF OLD HIPPO FOOTBALL STADIUM TO TEVAN LEE NGUYEN SR. STADIUM IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS

WHEREAS, the City of Hutto Parks Advisory Board selected a Naming Committee to explore naming options for the renaming of the Old Hippo Stadium in Fritz Park, as outlined in the Policy for Naming Parks and Recreation Facilities; and

WHEREAS, the subcommittee members sought to honor a veteran who had attended Hutto ISD, participated in sports, and embodied the Spirit of Hutto; and,

WHEREAS, the City of Hutto Parks and Recreation Advisory Board has unanimously voted to approve the renaming of the Old Hippo Football Stadium to the Tevan Lee Nguyen Sr. Stadium in the July 12, 2017 Parks Advisory Meeting.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby authorized the naming of the Old Hippo Football Stadium as Tevan Lee Nguyen Sr. Stadium.

RESOLVED this 17th day of August, 2017.

CITY OF HUTTO, TEXAS

ATTEST: ____________________________

Doug Gaul, Mayor

___________________________

Seth Gipson, City Secretary
CITY OF HUTTO  
CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10B.  AGENDA DATE: August 17, 2017

PRESENTED BY: Carolyn Horner, AICP, Planning Director, Development Services

ITEM: Consideration and possible action on a resolution directing the Development Services Department to prepare a Municipal Service Plan for the proposed annexation of the property known as 2059 Limmer Loop, 4.97 acres, more or less, of land.

STRATEGIC GUIDE POLICY:

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

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 - 2059 Limmer Loop Annexation (4.97 ac) - MSP
2. Exhibit A - 2059 Limmer Loop Annexation (4.97 ac) - MSP
3. Exhibit B - 2059 Limmer Loop Municipal Services Plan
RESOLUTION NO.

A RESOLUTION DIRECTING THE DEVELOPMENT SERVICES DEPARTMENT TO PREPARE A MUNICIPAL SERVICE PLAN FOR THE ANNEXATION OF THE PROPERTY KNOWN AS 2059 LIMMER LOOP (4.97 ACRES), MORE OR LESS, OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, AND ATTACHED HERETO.

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

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

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

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

RESOLVED this 17th day of August, 2017.

CITY OF HUTTO, TEXAS

_____________________________
Doug Gaul, Mayor

ATTEST:

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

**FIRE**

*Existing Services:* Williamson County Emergency Service District #3

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

**POLICE**

*Existing Services:* Williamson County Sheriff’s Department

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

**BUILDING INSPECTION**

*Existing Services:* None

*Services to be Provided:*
The Development Services Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City of Hutto. Fire code inspections and enforcement will be handled by Williamson County Emergency Services District #3 on behalf of the City of Hutto.

**PLANNING AND ZONING**

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

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

**LIBRARY**

*Existing Services:* None

*Services to be Provided:*
City Library privileges will be available to future residents in this area.

**HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE**

*Existing Services:* Williamson Cities and County Health District

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

**STREET MAINTENANCE**

*Existing Services:* Williamson County

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

**STORM WATER MANAGEMENT**

*Existing Services:* Williamson County Flood Plain Administrator

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

**STREET LIGHTING**

*Existing Services:* Oncor Electric Delivery

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

**TRAFFIC ENGINEERING**

*Existing Services:* None

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

**WATER SERVICE**

*Existing Services:* None

*Services to be Provided:*
Water service to the properties will be provided by Jonah S.U.D.

**SANITARY SEWER SERVICE**

*Existing Services:* None

*Services to be Provided:*
Sanitary sewer service to the properties will be provided by Jonah S.U.D.

**SOLID WASTE SERVICES**

*Existing Services:* None

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

**PARKS AND TRAILS**

*Existing Service:* None

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

MISCELLANEOUS

Existing Services: None

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

NOTE:
Capital improvements sufficient for providing municipal services for the annexed area will be in place through the approved 2018-2019 Capital Improvement Projects, such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.
CITY OF HUTTO
CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10C.                        AGENDA DATE: August 17, 2017

PRESENTED BY: Matt Rector, PE

ITEM:
Consideration and possible action on a resolution requesting funding from the Texas Water Development Board for the Avery Lake Waste Water Interceptor.

STRATEGIC GUIDE POLICY: Infrastructure & Growth

ITEM BACKGROUND:
In July City, Council voted to execute a contract for design of the Avery Lake Waste Water Interceptor. As part of that design agreement, the design firm must submit an application to the Texas Water Development Board (TWDB) for funding. This resolution is required as part of that submittal. The resolution provides the maximum amount of the loan and the individuals authorized to appear on behalf and represent the City of Hutto before the TWDB.

BUDGETARY AND FINANCIAL SUMMARY:
The loan application will be for an amount not to exceed $9,900,000.00.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
Not applicable.

STAFF RECOMMENDATION:
Staff recommends approval of the resolution.
SUPPORTING MATERIAL:
1. Resolution
2. Application Affidavit
Resolution

A RESOLUTION BY THE CITY OF HUTTO REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH.

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

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed $ 9.90 million to provide for the costs of design and construction of 14,400 feet of sewer interceptor pipe for Avery Lake Phase I and 10,900 feet of sewer interceptor pipe for the Lakeside Estates Lift Station Abandonment in Hutto, Texas.

SECTION 2: That City Manager Odis Jones be and is hereby designated the authorized representative of the City of Hutto, Texas for purposes of furnishing such information and executing such documents as may be required in connection with the representation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Hutto before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Dan Wegmiller
Specialized Public Finance Inc.

Engineer: Darren C Strozewski, P.E.
DCS Engineering, LLC

Bond Counsel: Carol Polumbo
McCall, Parkhurst & Horton, LLP

PASSED AND APPROVED, this the 17th day of August, 2017.

ATTEST: ___________________________     By: ___________________________
Seth Gibson, City Secretary          Doug Gaul, Mayor

(Seal)
Application Affidavit

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

APPLICANT CITY OF HUTTO, TEXAS

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Odis Jones as the Authorized Representative of the City of Hutto, Texas, who being by me duly sworn, upon oath says that:

1. the decision by the City of Hutto to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq.) and after providing all such notice as required by such Act as is applicable to the City of Hutto.

2. the information submitted in the application is true and correct according to my best knowledge and belief.

3. the City of Hutto has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in “none”):

   none

4. the City of Hutto warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance; and

5. The City of Hutto will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the Board.

____________________________
Official Representative

Title: City Manager

SWORN TO AND SUBSCRIBED BEFORE ME, by ____________________________
on this____________________ day of__________________________, 20___.

(NOTARY'S SEAL)

Notary Public, State of Texas
ITEM:
Consideration and possible action on a resolution seeking designation as a management agency for wastewater collection and treatment as required for loan application through the Texas Water Development Board (TWDB).

STRATEGIC GUIDE POLICY:
Infrastructure & Growth

ITEM BACKGROUND:
In July, City Council voted to execute a contract for design of the Avery Lake Waste Water Interceptor. As part of that design agreement, the design firm must submit an application to the Texas Water Development Board (TWDB) for funding. This resolution is required as part of that submittal. The resolution seeks designation as a management agency for wastewater collection and treatment on behalf of the City of Hutto.

BUDGETARY AND FINANCIAL SUMMARY:
The loan application (to be approved by separate resolution) will be for an amount not to exceed $9,900,000.00.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.

CITY ATTORNEY REVIEW:
Not applicable

STAFF RECOMMENDATION:
Staff recommends approval of the resolution.

**SUPPORTING MATERIAL:**
1. [Resolution](#)
2. [Wastewater CCN Map](#)
3. [Application Resolution](#)
RESOLUTION
Designated Management Agency (DMA)

WHEREAS, the City of Hutto, Texas has the authority to design, construct, operate, and maintain wastewater collection and treatment facilities; to raise revenues and assess appropriate charges to assure that, in an area-wide waste treatment management plan, each party participating in the plan pays its appropriate share of sewerage system costs; to accept or refuse to accept any wastes from any participating party; to accept and utilize grants or other funds from any source for wastewater management purposes; and, to carry out appropriate portions of an area-wide water quality management plan;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Hutto, Texas;

That the City of Hutto, Texas seeks designation as a management agency for wastewater collection and treatment within its Wastewater Certificate of Convenience and Necessity (CCN) and Extraterritorial Jurisdiction (ETJ) boundaries (map attached), in accordance with the requirements of 33 U.S.C. § 1288(c) as amended.

RESOLVED this 17th day of August, 2017.

______________________________
Date

______________________________
Doug Gaul, Mayor

______________________________
(Councilman)

ATTEST:

Seth Gibson, City Secretary
(Attach a 8 1/2" x 11" map of the planning area or city limits for which designation is requested.)
Application Resolution - Certificate of Secretary

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

I, the undersigned, Secretary of the City of Hutto Texas, DO HEREBY CERTIFY as follows:

1. That on the _____ day of ______________, 20____, a regular/special meeting of the Hutto City Council was held; the duly constituted members of the Hutto City Council being as follows:

Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Council Member Tim Jordan
Council Member Lucio Valdez
Council Member Scott Rose
Council Member Terri Grimm
Council Member Nate Killough

all of whom were present at the meeting, except the following:

Among other business considered at the meeting, the attached resolution entitled:

"A RESOLUTION by the City Council of the City of Hutto requesting financial participation from the Texas Water Development Board; authorizing the filing of an application for financial participation; and making certain findings in connection therewith."

was introduced and submitted to the City Council for passage and adoption. After presentation and consideration of the resolution, and upon a motion made by _____________ and seconded by ________________, the resolution was passed and adopted by the City Council by the following vote:

_____ voted "For"  _____ voted “Against”  _____ abstained

all as shown in the official minutes of the Hutto City Council for this meeting.

2. That the attached resolution is a true and correct copy of the original on file in the official records of the CITY OF HUTTO, TEXAS; the qualified and acting members of the HUTTO CITY COUNCIL on the date of this meeting are those persons shown above and, according to the records of my office, advance notice of the time, place, and purpose of meeting was given to each member of the HUTTO CITY COUNCIL; and that the meeting, and the deliberations of the public business described above, was open to the public and written notice of the meeting, including the subject of the resolution described above, was posted and given in advance of the meeting in compliance with the provisions of Chapter 551 of the Texas Government Code.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City of Hutto, Texas, this the ____________ day of ____, 20__________________.

Seth Gibson, City Secretary

(SEAL)
AGENDA ITEM NO.: 10E.  AGENDA DATE: August 17, 2017

PRESENTED BY:

ITEM: Consideration and possible action on a Joint Resolution between Williamson County, City of Hutto, and Hutto Independent School District opposing the proposed Valero Distribution and Storage Facility and Pipeline Project.

STRATEGIC GUIDE POLICY:

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

SUPPORTING MATERIAL:
1. Resolution - Opposing Valero
RESOLUTION

A JOINT RESOLUTION OF WILLIAMSON COUNTY, TEXAS, CITY OF HUTTO, TEXAS, AND HUTTO INDEPENDENT SCHOOL DISTRICT, OPPOSING THE PROPOSED VALERO DISTRIBUTION AND STORAGE FACILITY AND THE 70 MILE PIPELINE PROJECT.

WHEREAS, the proposed site for the Valero Distribution and Storage Facility is located within Williamson County, the City of Hutto’s Growth Area, and Hutto Independent School District in close proximity to multiple residential subdivisions and the proposed sites for future high school and middle school campuses; and,

WHEREAS, there is a proposed 70 mile pipeline that will traverse property from Hearn, Texas to the City of Hutto’s Growth Area that is expected to transport 60,000 barrels per day of gasoline and diesel fuel; and,

WHEREAS, the proposed project includes a structure with a 5-bay truck rack and storage for approximately 500,000 barrels of refined product; and,

WHEREAS, this terminal and storage facility with the proposed use does not align within the comprehensive plan for this portion of City’s growth corridor; and,

WHEREAS, this development will increase the amount of truck traffic and the potential for future hazardous spills can have an adverse effect to the quality of life for those residents as well as the children who will be attending the new schools.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council along with Williamson County, Texas and Hutto Independent School District hereby strongly oppose the development of the proposed Valero Distribution and Storage Facility and the 70 mile Pipeline Project.

RESOLVED this the 17th day of August, 2017.

CITY OF HUTTO, TEXAS

________________________
Doug Gaul, Mayor

ATTEST

________________________
Seth Gipson, City Secretary
ITEM: Consideration and possible action concerning a resolution authorizing the City Manager to convey financial control and fiduciary responsibility back to the Type A Economic Development Corporation Board of Directors.

STRATEGIC GUIDE POLICY: Fiscal Responsibility

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

SUPPORTING MATERIAL:
1. Resolution - Transferring Financial Responsibility
RESOLUTION NO.

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO CONVEY FINANCIAL CONTROL AND FIDUCIARY RESPONSIBILITY BACK TO THE TYPE A HUTTO ECONOMIC DEVELOPMENT CORPORATION.

WHEREAS, on June 29, 2017, the Hutto City Council approved a motion that required all expenditures of the Type A Hutto Economic Development Corporation (Type A EDC) to be approved by the City Manager; and,

WHEREAS, on July 20, 2017, the Hutto City Council approved the creation of a Type B Hutto Economic Development Corporation (Type B EDC) and appointed new board members to the Type A and Type B EDCs; and,

WHEREAS, the boards are working to implement new internal controls and financial procedures; and,

WHEREAS, the City wishes to transfer financial control and fiduciary responsibility back to the Type A EDC.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HUTTO, TEXAS that the Hutto City Council hereby authorizes the City Manager to convey financial control and fiduciary responsibility back to the Type A EDC Board, so that the City Manager is no longer required to approve all Type A EDC expenditures.

RESOLVED this 17th day of August, 2017.

CITY OF HUTTO, TEXAS

ATTEST: _______________________

Doug Gaul, Mayor

Seth Gipson, City Secretary
AGENDA ITEM NO.: 10G.  
AGENDA DATE: August 17, 2017

PRESENTED BY: Seth Gipson, City Secretary

ITEM:
Consideration and possible action on a resolution ordering a Special Election for November 7, 2017, for the purpose of submitting to voters a proposition regarding redirecting the “4A” Local Sales and Use Tax imposed by the City for the benefit of Hutto Economic Development Corporation Type A.

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:
The City of Hutto, Texas has previously adopted a local sales and use tax at the rate of one percent (1%), a local sales and use tax at the rate of one-half of one percent (0.5%) for the benefit of Hutto Economic Development Corporation Type A, and a local sales and use tax at the rate of one-half of one percent (0.5%) for the purpose of reducing property taxes. The combined rate of all sales and use taxes imposed by the City and other political subdivisions of the State of Texas having territory in the City may not exceed two percent (2.0%) within the City, and the combined rate of all sales and use taxes imposed by the City and other political subdivisions of the State of Texas having territory in the City is currently two percent (2.0%).

This resolution calls for a Special Election on Tuesday, November 7, 2017, for the purpose of submitting to voters a proposition regarding redirecting the “4A” Local Sales and Use Tax imposed by the City for the benefit of Hutto Economic Development Corporation Type A.


BUDGETARY AND FINANCIAL SUMMARY:
The City of Hutto participates in a joint election with participating jurisdictions of Williamson County. The cost of the election is based on its percentage share of the number of registered voters for the jurisdictions. Staff has budgeted $15,000 to cover costs associated with the election.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:
Not applicable.
CITY ATTORNEY REVIEW:
The City Attorney has drafted and reviewed the resolution.

STAFF RECOMMENDATION:
Staff recommends approval of the resolution.

SUPPORTING MATERIAL:
There are no supporting documents.